

Town of Kittery Planning Board Meeting January 27, 2022

ITEM 8— 41 Route 236—Preliminary Site Plan Review

Action: Accept application as complete; if accepted--continue application to a subsequent meeting, or set public hearing and site walk. Pursuant to 16.3 Land Use Regulations, 16.6.4.D Special Exception Use Request, 16.8 Design Performance Standards for Built Environment and §16.10 Development Plan Application and Review of the Town of Kittery Land Use and Development Code, owner LaPierre Properties, LLC and applicant Well Field 44, LLC with agent Attar Engineering, Inc. requests approval for a special exception use to construct a 3,150-sf Marijuana Business with appurtenant infrastructure and to fill 10,384-sf of wetland, located on real property with the address of 41 Route 236, Tax Map 29, Lot 1, in the Commercial 2 (C-2) zoning district.

PROJECT TRACKING

REQ'D	ACTION	COMMENTS	STATUS
No	Sketch Plan	Not pursued.	N/A
YES	Site Visit	TBD	TBD
YES	Preliminary Plan Review Completeness/Acceptance	May occur on January 13, 2022	PENDING
YES	Public Hearing	May be scheduled at the earliest on February 10, 2022	TBD
YES	Preliminary Plan Approval	TBD	TBD
YES	Final Plan Review and Decision	TBD	TBD

Applicant: Prior to the signing of the approved Plan any Conditions of Approval related to the Findings of Fact along with waivers and variances (by the BOA) must be placed on the Final Plan and, when applicable, recorded at the York County Registry of Deeds. PLACE THE MAP AND LOT NUMBER IN 1/4" HIGH LETTERS AT LOWER RIGHT BORDER OF ALL PLAN SHEETS. As per Section 16.4.4.13 - Grading/Construction Final Plan Required. - Grading or construction of roads, grading of land or lots, or construction of buildings is prohibited until the original copy of the approved final plan endorsed has been duly recorded in the York County registry of deeds when applicable.

Project Introduction

41 Route 236 ("Project") is situated in the Commercial-2 (C-2) and Residential-Suburban (R-S) zoning districts. The lot fronts Route 236 from the west and is abutted by vacant, single-family residential, and commercial uses. The natural characteristics in and around the site consist of wetlands and forest areas. State (Department of Inland Fisheries and Wildlife) data also suggests that there is a present of rare animals species within the project area which will need to be ascertained by the applicant. The lot has a significant wetland presence, of which a portion has been filled to accommodate for its current use. Specifically, the lot is currently utilized as a boat storage yard, which received approval in 2009 from both the Town Code Enforcement Officer and Maine Department of Environmental Protection ("MDEP"). The MDEP approval was in the form of a 'stormwater permit by rule', as the applicant altered less than 4,300-sf of wetland and the Town approval was through the Business Use Change application process.

The proposed preliminary site plan application before the Planning Board ("Board") proposes to change the current use as a boat yard storage area into a Marijuana Business, specifically an adult use store. The proposed use is a special exception use, which requires the Board to consider addition review criteria as found under 16.6.6 Basis of decision. To accommodate the new use, the applicant is proposing to build a 3,500-sf retail store with approximately 21 parking spaces. The curb cut into the lot will be relocated to provide safer access to the lot with the existing curb cut to be abandon. The marijuana adult use store proposes to connect to both water and sewer systems and provide stormwater infrastructure to capture and attenuate runoff from the proposed impervious surface. In order to accommodate the marijuana adult use store, approximately 10,384-sf of wetlands are proposed to be filled. The purpose of the wetland alteration, it appears, is to accommodate the new roadway infrastructure and to create a buffer space between the existing wetlands and the proposed use.

The function of this phase of the application process for the Board is to determine whether the application is complete or not. If found incomplete, the Board must give reason why the application was found to be insufficient and clearly direct the applicant on what information to provide for the next meeting. Moreover, the Board needs to determine if the wetland alteration as proposed is permissible. If it were to be deemed a prohibited application of the wetland alterations provisions found under §16.9.3.7 Wetland alteration approval criteria, the Board should direct the applicant to apply for a

relief (variance) from the Board of Appeals (“BOA”), pursuant to §16.6.4 *Appeals/requests to Board of Appeals* to build a structure within the setback of a wetland greater than an acre.

Preliminary Plan Review

§16.2.2 Definitions		
Term	Definition	
Wetland	Areas that under normal circumstances have hydrophytic vegetation, hydric soils and wetland hydrology, as determined in the Corps of Engineers Wetlands Delineation Manual — Waterways Experiment Station Technical Report Y-87-1, January 1987" (1987 manual). This definition of wetland is based on the 1987 manual and is not subject to further revisions and/or amendments.	
Wetland Alteration	Filling, dredging, removal of vegetation, muck or debris, draining or otherwise changing the hydrology; construction or repair of a structure. On a case-by-case basis and as determined by the Planning Board, the term "alteration" may exclude: A. An activity of installing a fence post or planting shrubs by hand; B. Alteration of an existing structure such as a bench or handrail; and C. The construction, repair or alteration of a structure with minimal impact such as a nesting box, pasture fence or staff gauge.	
Code Ref	§16.8 Article IV Streets and Pedestrian/Sidewalks Site Design Standards	
	Standard	Comment
§16.8.4.5.A	Vehicular access to the development must be arranged to avoid traffic use of local residential streets.	It appears that this standard is satisfied, under the assumption the Planning Board were to decide to allow the applicant to alter the wetland along Rt. 236.
§16.8.4.5.B	Where a lot has frontage on two or more streets, the access to the lot must be provided to the lot across the frontage and to the street where there is lesser potential for traffic congestion and for hazards to traffic and pedestrians.	It appears that this standard is not applicable.
§16.8.4.5.C	The street giving access to the lot and neighboring streets which can be expected to carry traffic to and from the development must have traffic-carrying capacity and be suitably improved to accommodate the amount and types of traffic generated by the proposed use. No development may increase the volume/capacity ratio of any street above 0.8 nor reduce any intersection or link level of service to "D" or below.	A comprehensive review of the traffic impact analysis provided by the applicant shall determine compliance with is standard.
§16.8.4.5.D	Where necessary to safeguard against hazards to traffic and pedestrians and/or to avoid traffic congestion, provision must be made for turning lanes, traffic directional islands, frontage roads, driveways and traffic controls within public streets.	A comprehensive review of the traffic impact analysis provided by the applicant shall determine compliance with is standard.
§16.8.4.5.E	Accessways must be of a design and have sufficient capacity to avoid hazardous queuing of entering vehicles on any street.	A comprehensive review of the traffic impact analysis provided by the applicant shall determine compliance with is standard.
§16.8.4.5.F	Where topographic and other conditions allow, provision must be made for circulation driveway connections to adjoining lots of similar existing or potential use: (1) When such driveway connection will facilitate fire protection services as approved by the Fire Chief; or (2) When such driveway will enable the public to travel between two existing or potential uses, generally open to the public, without need to travel upon a street.	It appears that this standard is not applicable.
Code Ref	§16.8 Article VI Water Supply	
§16.8.6.1.A	A public water supply system with fire hydrants must be installed and approved in writing by the servicing water department.	It is unclear where the nearest fire hydrant is located. In regards to water supply, it appears that this standard is satisfied.
Code Ref.	§16.8 Article VII Sewage Disposal	
§16.8.7.2.C	Replacement of subsurface wastewater disposal systems (SWDS) for existing legal uses:	This standard is not applicable as the proposed adult retail store will be connected to the Kittery sewer system.

	<p>(1) Where no expansion is proposed, the SWDS must comply with § 16.8.7.2 and Table 16.9 to the extent practicable and otherwise are allowed per the Maine Subsurface Wastewater Disposal Rules; or</p> <p>(2) Where expansion is proposed, the SWDS must comply with § 16.8.7.2 and Table 16.9 in addition to the Maine Subsurface Wastewater Disposal Rules.</p> <p>NOTE: For the purposes of this subsection, "expansion" is as defined in Section 9 of the Maine Subsurface Wastewater Disposal Rules.</p>	
Code Ref.	§16.8 Article VIII Surface Drainage	
§16.8.8.1 & §16.8.8.2	See section for all standards.	A post construction stormwater management plan was not submitted for review. The Planning Board should request this information to be provided.
Code Ref.	16.8 Article IX Parking, Loading and Traffic	
§16.8.9.1.A	<p>All development, special exceptions and changes in use must comply with the performance standards herein and, where applicable, those contained in Article V of this chapter. The Planning Board may impose additional reasonable requirements, which may include off-site improvements, based on the following considerations:</p> <p>(1) Sight distances along public rights-of-way;</p> <p>(2) The existence and impact upon adjacent access points and intersections;</p> <p>(3) Turning movements of vehicles entering and leaving the public streets;</p> <p>(4) Snow removal; and</p> <p>(5) General condition and capacity of public streets serving the facility.</p>	A comprehensive review of the traffic impact analysis provided by the applicant shall determine if this standard will be in compliance.
§16.8.9.1.E	All traffic flow in parking areas is to be clearly marked with signs and/or surface directions at all times.	More detailed information needs to be provided in order to determine compliance.
§16.8.9.1.F	Off-street parking must be constructed in accordance with Table 2 of this chapter, set out at the end of Article IX, Parking Loading and Traffic.	It appears that this standard is satisfied.
§16.8.9.4.F	A parking area must meet the wetland and water body setback requirements for structures for the district in which such areas are located, per Table 16.9, Minimum Setback from Wetlands and Water Bodies; except, in the Commercial Fisheries/Maritime Uses Overlay Zone, parking area must be set back at least 25 feet from the normal high-water line or the upland edge of a wetland. The setback requirement for a parking area serving public boat-launching facilities, in zones other than the Commercial, Business-Local, Residential-Urban Zones, and the Commercial Fisheries/Maritime Uses Overlay Zone, may be reduced to no less than 50 feet from the normal high-water line or upland edge of a wetland if the Planning Board finds no other reasonable alternative exists.	It appears that this standard is not satisfied, unless the Planning Board approves the proposed wetland alterations or a variance is obtained from the BOA.
§16.8.9.4.G	Parking landscaping is required for parking areas containing 10 or more parking spaces and must have at least one tree per eight spaces. Such trees are to be located either within the lot or within five feet of it. Such trees are to be at least 1 1/2 inches in diameter, with no less than 25 square feet of unpaved soil or permeable surface area per tree. At least 10% of the interior of any parking area having 25 or more spaces is to be maintained with landscaping, including trees, in plots of at least five feet in width.	It appears that this standard is satisfied.
§16.8.9.4.I	<p>If parking spaces are provided for employees, customers or visitors, then accessible parking spaces must be included in each such parking area in conformance with the following table: (see table)</p> <p>(1) Each accessible parking space must contain a rectangular area at least 19 feet long and eight feet wide with access to a designated and marked five-foot-wide aisle. All required accessible parking spaces are to be identified by a vertical sign displaying the international symbol of accessibility; pavement marking alone is not adequate to identify accessible parking spaces.</p> <p>(2) The total number of accessible parking spaces is to be distributed to serve the various accessible entrances as well as possible.</p>	Applicant needs to provide one more accessible parking space as two are required given the amount of spaces provided. It is unclear if there is safe access from the upper parking lot to the commercial business for disable people.

	(3) At least one accessible route is to connect from each accessible parking space to the accessible building entrance.	
§16.8.9.4.K	<p>Where off-street parking for more than six vehicles is required or provided, the following construction requirements apply:</p> <p>(1) Appropriate driveways from streets or alleys, as well as maneuvering areas, must be provided. Location and width of approaches over public sidewalk are to be approved by the Commissioner of Public Works. When access to parking areas is available from more than one street, the location of points of ingress and egress are to have the approval of the Planning Board.</p> <p>(2) The surface of driveways, maneuvering areas and parking areas must be uniformly graded with a subgrade consisting of gravel or equivalent materials at least six inches in depth, well-compacted and with a wearing surface equivalent in qualities of compaction and durability to fine gravel.</p> <p>(3) A system of surface drainage must be provided in such a way that the water runoff does not run over or across any public sidewalk or street or adjacent property. Where catch basins are required, oil traps are to be provided.</p> <p>(4) Where artificial lighting is provided, it must be shaded or screened so that no light source is visible from outside the area and its access driveways.</p> <p>(5) Where surface water drainage utilizes a municipal drainage system, the parking or driveway area may be required to have a bituminous asphalt surface or other approved equivalent.</p>	More detailed information needs to be provided in order to determine compliance.
Code Ref.	§16.8 Article XVII Utilities	
§16.8.17.2	Utilities, where feasible, are to be installed underground. The Board must require the developer to adopt a prudent avoidance approach when aboveground electrical installations are approved.	More detailed information needs to be provided in order to determine compliance.
Code Ref.	§16.8 Article XVIII Landscaping	
§16.8.18.1	Street trees, esplanades and open green spaces may be required, at the Board's discretion. Where such improvements are required, they are to be incorporated in the plan and executed as construction progresses. Said improvements must be maintained throughout the life of the development. A "life maintenance" note is to be included on the plan.	More detailed information needs to be provided in order to determine compliance.
Code Ref.	§16.8 Article XXIV Exterior Lighting	
§16.8.24.2.A.-H.	Lighting fixtures	More detailed information needs to be provided in order to determine compliance.
§16.8.24.3.A.-F.	Illumination standards for nonresidential uses and multifamily housing	More detailed information needs to be provided in order to determine compliance.
Code Ref.	Article XXX16.8 Marijuana Businesses	
§16.8.30.2.A	Marijuana Businesses may not locate within 1,000 feet of a public or private school or a public recreation facility measured from the exterior wall of the Marijuana Business in a straight line to the property line of the protected use. This section does not prohibit the activity of a caregiver or other authorized individual from administering medical marijuana to a qualified patient who is located within one of these protected areas.	It appears that this standard is satisfied.
§16.8.30.2.B	Marijuana Businesses may not have any odor of marijuana detectible beyond the area controlled by the business, whether that be a leased or owned area that is a portion or all of a recorded parcel of land. Odors must be controlled by whatever best practices exist.	More detailed information needs to be provided in order to determine compliance.

§16.8.30.2.C	Marijuana grown by any Marijuana Business may be grown indoors only. For the purpose of this section hoop houses or outdoor tunnels must not be considered as an indoor growing facility and are prohibited for marijuana cultivation by a Marijuana Business.	This standard is not applicable.
§16.8.30.2.D	The design of any building containing a Marijuana Business must conform to the standards within this Title and the Town of Kittery Design Handbook.	More detailed information needs to be provided in order to determine compliance.
§16.8.30.2.E	The area of any Marijuana Business accessible to customers must be no less than nor more than 2,000 square feet.	It appears that this standard is satisfied, as the customer accessible areas of the adult retain store will be approximately 1,330-sf.
§16.8.30.2.F	Parking must conform to Article IX.	It appears that this standard is satisfied.
§16.8.30.2.G	Any building containing a Marijuana Business must be protected by fire suppression measures and fire alarms to the satisfaction of the Fire Chief and in accordance with all applicable building codes.	Fire Chief shall conduct his review at the Technical Review Committee (TRC) meeting. Those comments will be provided to the Board.
§16.8.30.2.H	The Owner of any Marijuana Business, at the time of application for a building permit, must provide an affidavit from a master electrician or electrical engineer certifying that the electrical components can meet the electrical load demands of the use.	This standard would have to be satisfied during the building permit phase of this application.
§16.8.30.2.I	I. Security. 1. The Licensed Premises must have video surveillance capable of covering the exterior and interior of the facility. The video surveillance system must be operated with continuous recording twenty-four hours per day, seven days per week and video retained for a minimum duration of thirty (30) days. Such records must be made available to law enforcement agencies when investigating a criminal complaint.	The Police Chief will confirm during the TRC meeting if the security plan that the applicant has presented will satisfy this condition.
§16.8.30.2.J	The Licensed Premises must have an approved wastewater discharge plan in accordance with this Title and Title 13.	It appears that this standard is satisfied
§16.8.30.2.K	The Licensed Premises must have exterior lighting that conforms with this Title and the Town of Kittery's Design Handbook. The Planning Board, at its discretion, may require motion sensors covering the full perimeter of the building(s).	Planning Board should discuss if motion sensors surrounding the building or area to be rented (Unit 8), is necessary.

Code Ref.	§16.10 Article V Preliminary Plan Application Review and Approval Process Phase	
	Standard	Comment
§16.10.5.2.B(2)	With scale of the drawings no greater than one-inch equals 30 feet for developments less than 10 acres, and one inch equals 50 feet for all others;	It appears that this standard is satisfied.
§16.10.5.2.B(3)	Code block in the lower right-hand corner. The block must contain: (a) Name(s) and address(es) of the applicant and owner; (b) Name of the project; (c) Name and address of the preparer of the plan, with professional seal, if applicable; (d) Date of plan preparation/revision, and a unique ID number for the plan and any revisions;	It appears that this standard is satisfied.
§16.10.5.2.B(4)	Standard boundary survey conducted by a surveyor licensed in the State of Maine, in the manner recommended by the State Board of Registration for Land Surveyors;	It appears that this standard is satisfied.
§16.10.5.2.B(5)	An arrow showing true North and the magnetic declination, a graphic scale, and signature blocks for the owner(s) and members of the Planning Board;	It appears that this standard is satisfied.
§16.10.5.2.B(6)	Locus map showing the property in relation to surrounding roads, within 2,000 feet of any property line of the development;	It appears that this standard is satisfied.
§16.10.5.2.B(7)	Surveyed acreage of the total parcel, of rights-of-way, wetlands, and area to be disturbed and amount of street frontage;	It appears that this standard is satisfied.
§16.10.5.2.B(8)	Names and addresses of all owners of record of property abutting the development, including those across a street;	It appears that this standard is satisfied.
§16.10.5.2.B(9)	Locations of essential physical features such as watercourses, forest cover, and outcroppings;	It appears that this standard is satisfied.

§16.10.5.2.B(10)	<p>Proposed development area conditions including, but not limited to:</p> <p>(a) Structures; their location and description including signs, to be placed on the site, floor plan of exterior walls and accesses located within 100 feet of the property line;</p> <p>(b) Utilities proposed including power, water, sewer, holding tanks, bridges, culverts and drainageways;</p> <p>(c) Sewage facilities type and placement. Test pit locations, at least two of which must meet the State of Maine Plumbing Code requirements, must be shown;</p> <p>(d) Domestic water source;</p> <p>(e) Parks, open space, or conservation easement locations;</p> <p>(f) Lot lines, interior and exterior, right-of-way, and street alignments;</p> <p>(g) Road and other paved ways plans, profiles and typical sections including all relevant data;</p> <p>(h) Setbacks existing and proposed;</p> <p>(i) Machinery permanently installed locations likely to cause appreciable noise at the lot lines;</p> <p>(j) Raw, finished or waste materials to be stored outside the buildings, and any stored material of a toxic or hazardous nature;</p> <p>(k) Topographic contours of existing contours and finished grade elevations within the development;</p> <p>(l) Pedestrian ways/sidewalks, curbs, driveways, fences, retaining walls and other artificial features locations and dimensions proposed;</p> <p>(m) Temporary marker locations adequate to enable the Planning Board to readily locate and appraise the layout of the development;</p> <p>(n) Land proposed to be dedicated to public use and the conditions of such dedication;</p> <p>(o) Natural features or site elements to be preserved.</p>	<p>More detailed information needs to be provided in order to determine compliance, albeit the applicant is requesting a waivers from the following standards as they are not applicable:</p> <ol style="list-style-type: none"> 1. §16.10.5.2.B(10)(i); 2. 16.10.5.2.B(10)(j); 3. 16.10.5.2.B(10)(o);
§16.10.5.2.C(1)	Vicinity map and aerial photograph showing the property in relation to surrounding properties, roads, geographic, natural resource (wetland, etc.), historic sites, applicable comprehensive plan features such as proposed park locations, land uses, zones, and other features within 500 feet from any boundary of the proposed development;	More detailed information needs to be provided in order to determine compliance.
§16.10.5.2.C(2)	<p>Existing Development Area Conditions, including but not limited to:</p> <p>(a) Location and description of all structures, including signs, existing on the site, together with accesses located within 100 feet of the property line;</p> <p>(b) Essential physical features such as watercourses, wetlands, floodplains, wildlife habitat areas, forest cover, and outcroppings;</p> <p>(c) Utilities existing, including power, water, sewer, holding tanks, bridges, culverts and drainageways;</p>	It appears that this standard is satisfied.
§16.10.5.2.C(3)	Legal interest documents showing legal interest of the applicant in the property to be developed. Such documents must contain the description upon which the survey was based;	It appears that this standard is satisfied.
§16.10.5.2.C(4)	Property encumbrances currently affecting the property, as well as any proposed encumbrances;	It appears that this standard is satisfied.
§16.10.5.2.C(5)	Water District approval letter, if public water is used, indicating there is adequate supply and pressure to be provided to the development;	It appears that this standard is satisfied.
§16.10.5.2.C(6)	Erosion and sedimentation control plan endorsed by the York County Soil and Water Conservation District or the Town's engineering consultant;	It appears that this standard is satisfied.
§16.10.5.2.C(7)	Stormwater management preliminary plan for stormwater and other surface water drainage prepared by a registered professional engineer including the general location of stormwater and other surface water drainage areas;	More detailed information needs to be provided in order to determine compliance.
§16.10.5.2.C(8)	Soil survey for York County covering the development. Where the soil survey shows soils with severe restrictions for development, a high intensity Class "A" soil survey must be provided;	It appears that this standard is satisfied.
§16.10.5.2.C(9)	Vehicular traffic report estimating the amount and type of vehicular traffic that will be generated by the development on a daily basis and for peak hours;	It appears that this standard is satisfied.

§16.10.5.2.C(10)	Traffic impact analysis in accordance with § 16.10.5.2D(1) for developments involving 40 or more parking spaces or which are projected to generate more than 400 vehicle trips per day;	It appears that this standard is satisfied.
§16.10.5.2.C(11)	Test pit(s) analysis prepared by a licensed site evaluator when sewage disposal is to be accomplished by subsurface disposal, pits, prepared by a licensed site evaluator	Applicant is requesting a waiver from this standard, as a septic system is not proposed.
§16.10.5.2.C(12)	Town Sewage Department or community system authority letter, when sewage disposal is to be through a public or community system, approving the connection and its location;	It appears that this standard is satisfied.
§16.10.5.2.E	Letters of evaluation of the development by the Chief of Police, Fire Chief, Commissioner of Public Works, and, for residential applications, the superintendent of schools, must be collected and provided by the Town Planner.	The applicant is still waiting on this letters. They will be provided after the relevant departments review the project.
§16.10.5.2.F	Additional requirements. In its consideration of an application/plan, the Planning Board may at any point in the review require the applicant to submit additional materials, studies, analyses, and agreement proposals as it may deem necessary for complete understanding of the application. Such materials may include: (1) Traffic impact analysis... (2) Environmental analysis... (3) Hydrological analysis...	At the planning Board discretion.

The current plan before the Planning Board proposes to fill in approximately 10,384-sf of wetland in order to create a 100-ft setback therefrom, as well as to provide adequate space for a vehicular entrance into the lot from Route 236. To date, the applicant has a corresponding wetland alteration application. Nevertheless, below is a brief review of the proposed wetland alterations.

§16.9.3.7 Wetlands alteration approval criteria		
Code Ref.	Standard	Comment
§16.9.3.7.A	In making the final determination as to whether a wetland application should be approved, the Planning Board will consider existing wetland destruction and the cumulative effect of reasonably anticipated future uses similar to the one proposed. Preference will be given to activities that meet wetland setbacks, have a reasonable stormwater management plan (subject to Planning Board review and approval), and that dedicate easements for the purposes of maintaining the wetland and the associated drainage system. Approval to alter a wetland will not be granted for dredging or ditching solely for the purpose of draining wetlands and creating dry buildable land areas. An application for a wetlands alteration will not be approved for the purpose of creating a sedimentation or retention basin in the wetland. Increased peak runoff rates resulting from an increase in impermeable surfaces from development activities are not allowed.	It appears that the application as proposed does not meet the intent of this provision, as the purpose for a majority of the wetland filling is only create a setback from the wetland. The Planning Board will need to make a determination if that is the case or not. If it is established by the Planning Board that the plan cannot be approved as currently configured, the applicant's recourse would be the following: 1. Revise the plan to meet setbacks requirements; or 2. File a variance request with the Board of Appeals;
§16.9.3.7.B	It is the responsibility and burden of the applicant to show that the proposed use meets the purposes of this title and the specific standards listed below to gain Planning Board approval to alter a wetland. The Planning Board will not approve a wetlands alteration unless the applicant provides clear and convincing evidence of compliance with this title.	The Board should inquire about how the applicant has met the intent and purpose of this ordinance before making any decisions on how to guide the applicant to proceed.

In addition to the review standards above, considering the proposed use requires special exception approval, the Planning Board is directed, pursuant to 16.6.4.D(2) to use the criteria below in evaluating the merits of the proposed development. The Board should review standard and decide whether the application complies. Comment section is left blank intentionally and will be populated through the course of the Board's review.

Code Ref.	§16.6.6 Basis for decision	
	Standard	Comment
§16.6.6.A(2)(a)	The proposed use will not prevent the orderly and reasonable use of adjacent properties or of properties in adjacent use zones;	
§16.6.6.A(2)(b)	The use will not prevent the orderly and reasonable use of permitted or legally established uses in the zone wherein the proposed use is to be located or of permitted or legally established uses in adjacent use zones;	
§16.6.6.A(2)(c)	The safety, the health and the welfare of the Town will not be adversely affected by the proposed use or its location; and	
§16.6.6.A(2)(d)	The use will be in harmony with and promote the general purposes and intent of this title.	
16.6.6.B Factors of consideration		
§16.6.6.B(1)	The character of the existing and probable development of uses in the zone and the peculiar suitability of such zone for the location of any of such uses;	
§16.6.6.B(2)	The conservation of property values and the encouragement of the most appropriate uses of land;	
§16.6.6.B(3)	The effect that the location of the proposed use may have upon the congestion or undue increase of vehicular traffic congestion on public streets or highways;	
§16.6.6.B(4)	The availability of adequate and proper public or private facilities for the treatment, removal or discharge of sewage, refuse or other effluent (whether liquid, solid, gaseous or otherwise) that may be caused or created by or as a result of the use;	
§16.6.6.B(5)	Whether the use, or materials incidental thereto, or produced thereby, may give off obnoxious gases, odors, smoke or soot;	
§16.6.6.B(6)	Whether the use will cause disturbing emission of electrical discharges, dust, light, vibration or noise;	
§16.6.6.B(7)	Whether the operations in pursuance of the use will cause undue interference with the orderly enjoyment by the public of parking or of recreational facilities, if existing, or if proposed by the Town or by other competent governmental agency;	
§16.6.6.B(8)	The necessity for paved off-street parking;	
§16.6.6.B(9)	Whether a hazard to life, limb or property because of fire, flood, erosion or panic may be created by reason or as a result of the use, or by the structures to be used, or by the inaccessibility of the property or structures thereon for the convenient entry and operation of fire and other emergency apparatus, or by the undue concentration or assemblage of persons upon such plot;	
§16.6.6.B(10)	Whether the use, or the structures to be used, will cause an overcrowding of land or undue concentration of population or unsightly storage of equipment, vehicles or other materials;	
§16.6.6.B(11)	Whether the plot area is sufficient, appropriate and adequate for the use and the reasonably anticipated operation and expansion thereof;	
§16.6.6.B(12)	Whether the proposed use will be adequately screened and buffered from contiguous properties;	
§16.6.6.B(13)	The assurance of adequate landscaping, grading and provision for natural drainage;	
§16.6.6.B(14)	Whether the proposed use will provide for adequate pedestrian circulation;	
§16.6.6.B(15)	Whether the proposed use anticipates and eliminates potential nuisances created by its location; and	
§16.6.6.B(16)	The satisfactory compliance with all applicable performance standard criteria contained in Chapters 16.8 and 16.9.	

Next Steps

The site plan application appears to have a considerable amount of information missing. This is most likely a product of the uncertainty between the wetlands and the proposed development. The main objective for the Board at this meeting is to direct the applicant how to proceed to resolve the wetland issue: (1) obtaining a variance from the BOA to be closer to the wetlands than permitted under Table 16.9, or (2) file a wetland alteration plan application to compliment the site plan application. Thereafter, the Planning Board should vote on plan completeness. If accepted as complete, then schedule the site walk and public hearing. If not accepted as complete, direct the applicant what information is needed.

January 20, 2022 Update

Applicant is requesting a continuance to the February 10, 2022 Planning Board meeting as he will not be able to attend the meeting on January 27, 2022.

Recommended Motions

Below are recommended motions for the Board's use and consideration:

Motion to accept application as complete

Move to accept the preliminary site plan application as complete from owner LaPierre Properties, LLC and applicant Well Field 44, LLC with agent Attar Engineering, Inc. requesting approval for a special exception use to construct a 3,150-sf Marijuana Business with appurtenant infrastructure and to fill 10,384-sf of wetland, located on real property with the address of 41 Route 236, Unit 8, Tax Map 29, Lot 1, in the Commercial 2 (C-2) zoning district.

Motion to continue application

Move to continue a preliminary site plan application from owner LaPierre Properties, LLC and applicant Well Field 44, LLC with agent Attar Engineering, Inc. requesting approval for a special exception use to construct a 3,150-sf Marijuana Business with appurtenant infrastructure and to fill 10,384-sf of wetland, located on real property with the address of 41 Route 236, Tax Map 29, Lot 1, in the Commercial 2 (C-2) zoning district.

Motion to schedule site walk

Move to schedule a site walk on _____, 2022 for a preliminary site plan application from owner LaPierre Properties, LLC and applicant Well Field 44, LLC with agent Attar Engineering, Inc. requesting approval for a special exception use to construct a 3,150-sf Marijuana Business with appurtenant infrastructure and to fill 10,384-sf of wetland, located on real property with the address of 41 Route 236, Tax Map 29, Lot 1, in the Commercial 2 (C-2) zoning district.

Motion to schedule public hearing

Move to schedule a public hearing on _____ at 6:00 pm to consider a shoreland development application from owner LaPierre Properties, LLC and applicant Well Field 44, LLC with agent Attar Engineering, Inc. requesting approval for a special exception use to construct a 3,150-sf Marijuana Business with appurtenant infrastructure and to fill 10,384-sf of wetland, located on real property with the address of 41 Route 236, Tax Map 29, Lot 1, in the Commercial 2 (C-2) zoning district.



ATTAR

ENGINEERING, INC

CIVIL • STRUCTURAL • MARINE

Mr. Bart McDonough, Town Planner
Town of Kittery
P.O. Box 808
Kittery, Maine 03904

November 18th, 2021
Project No.: C277-21

**Re: 41 Route 236
Adult-Use Marijuana Retail
Tax Map 29 Lot 1**

Dear Mr. McDonough:

On behalf of the applicant, Well Field 44 LLC, please find attached to this letter a Site Plan Application for an Adult-Use Marijuana Store located at 41 Route 236 in Kittery for your review and consideration.

The application is proposing the construction of a new single-level, 3,150 square foot store. The entrance and parking areas will be paved. The store will have two restrooms and will be served by Town Sewer and Water. Included with this application you will find letters of capacity from the Sewer and Water districts.

The existing developed portion of the site is compacted gravel that is currently used for boat storage.

To alleviate traffic concerns at the entrance the project proposes a shared driveway between this property and 37 Route 236. Please see attached site plan for concept.

Due to the Public Sewer availability, we request the following site plan application item be deemed “not applicable” for this project:

16.10.5.2.(11) *Test pit(s) analysis prepared by a licensed site evaluator when sewage disposal is to be accomplished by subsurface disposal, pits, prepared by a licensed site evaluator.*

Moreover, the following application items are also “not applicable” for this project:

16.10.5.2.B (10) i, *Machinery permanently installed locations likely to cause appreciable noise at the lot lines;*


16.10.5.2.B (10) j *raw, finished, or waste materials to be stored outside the buildings and any stored material of a toxic or hazardous nature;*

16.10.5.2.B (10) o *land proposed to be dedicated to public use and the conditions of such dedication;*

16.10.5.2.C (12) c. 1 (5) *Wireless Communication Services Facilities (WCSF) Analysis.*

Thank you for your time and we look forward to discussing the project at the next available meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Nielsen". The signature is fluid and cursive, with the first name "Brian" being more prominent than the last name "Nielsen".

Brian Nielsen
Staff Engineer

cc: Well Field 44, LLC

2021-11-18 - C277-21 - 41 Route 236 Marijuana Retail Site App_Cover Letter.Doc



TOWN OF KITTERY, MAINE

TOWN PLANNING AND DEVELOPMENT DEPARTMENT

200 Rogers Road, Kittery, Maine 03904
 PHONE: (207) 475-1323 - FAX: (207) 439-6806
www.kittery.org

APPLICATION: SITE PLAN REVIEW

FEE FOR SITE PLAN REVIEW:	<input checked="" type="checkbox"/> \$300.00 PLUS THE GREATER OF:	<input type="checkbox"/> \$50/USE OF UNIT; OR	<input checked="" type="checkbox"/> \$5.00/100 SQ FT OF GROSS FLOOR AREA	Application Fee Paid: \$ _____ Date: _____ ASA Fee Paid: (TITLE 3.3 TOWN CODE) \$ _____ Date: _____
		<input type="checkbox"/> \$.50/LINEAR FOOT OF DOCK, SLIP & FLOAT; OR	<input type="checkbox"/> \$20.00/ UNIT INTENDED TO PROVIDE OVERNIGHT SLEEPING ACCOMODATIONS	

PROPERTY DESCRIPTION	Parcel ID	Map	29	Lot	1	Zone: _____ Base: C-2 Overlay: N/A MS4: YES NO	Total Land Area (Square Feet)	4.45 acres
	Physical Address 41 Route 236, Kittery, Maine 03904							

PROPERTY OWNER'S INFORMATION	Name	LaPierre Properties LLC	Mailing Address	32 Route 236, Kittery, ME 03904-5225
	Phone			
	Fax			
	Email			

APPLICANT'S AGENT INFORMATION	Name	Brian Nielsen	Mailing Address	1284 State Road, Eliot ME 03903
	Phone	207-439-6023		
	Fax	207-439-2128		
	Email	brian@attarengineering.com		

PROJECT DESCRIPTION	Existing Use:	Currently the parcel is cleared with compacted gravel for boat storage.	
	Project Name:	Well Field 44 LLC Adult Use Marijuana Retail Store	
	Proposed Use:	The proposed use is an adult use Marijuana Retail Store.	

WAIVER REQUEST

DESCRIPTION	Ordinance Section	Describe why this request is being made.
	EXAMPLE 16.32.560 (B)- OFFSTREET PARKING.	***EXAMPLE*** Requesting a waiver of this ordinance since the proposed professional offices have a written agreement with the abutting Church owned property to share parking.

Related Kittery Land Use Code concerning waivers and modifications:

16.10.8.2.5 Conditions or Waivers.

Conditions required by the Planning Board at the final plan review phase must have been met before the final plan may be given final approval unless so specified in the condition or specifically waived, upon written request by the applicant, by formal Planning Board action wherein the character and extent of such waivers which may have been requested are such that they may be waived without jeopardy to the public health, safety and general welfare.

16.7.4.1 Objectives Met. In granting modifications or waivers, the Planning Board must require such conditions as will, in its judgment, substantially meet the objectives of the requirements so waived or modified.

I certify that, to the best of my knowledge, the information provided in this application is true and correct and will not deviate from the plans submitted without notifying the Kittery Planning Department of any changes.			
Applicant's Signature:	 _____	Owner's Signature:	 _____
Date:	11/18/21 _____	Date:	11/19/2021 _____

COMPLETED BY OFFICE STAFF

ASA CHARGE	AMOUNT	ASA CHARGE	AMOUNT
REVIEW		SERVICES	
LEGAL FEES (TBD)		RECORDER	\$35
ENGINEERS REVIEW (TBD)		FACT FINDING (TBD)	
ABUTTER NOTICES		3 RD PARTY INSPECTIONS (TBD)	
POSTAGE	\$20	OTHER PROFESSIONAL SERVICES	\$50
LEGAL NOTICES		PERSONNEL	
ADVERTISING	\$300	SALARY CHARGES IN EXCESS OF 20 HOURS	
SUPPLIES			
OFFICE	\$5		
SUB TOTAL		SUB TOTAL	
		TOTAL ASA REVIEW FEES	

Minimum Submission Requirements

- 15 COPIES OF THIS APPLICATION
- 15 COPIES OF THE PROPOSED SITE PLAN – 12 REDUCED SIZE AT 11"X17"AND 3 FULL SIZE AT 24"X 36"
- 1 PDF OF THE SITE PLAN SHOWING GPS COORDINATES

SUBMITTALS THE TOWN PLANNER DEEMS SUFFICIENTLY LACKING IN CONTENT WILL NOT BE SCHEDULED FOR PLANNING BOARD REVIEW.

Related Ordinances: Kittery Land Use Code- Title 16

16.10.5.2 Planner Review and Confirmation of Submittal Content - Preliminary Plan.

A completed application must include on the plan or attached thereto, the following items, unless upon the applicant's written request, the Planning Board, by formal action, waives or defers any requirement(s) for submission.

- A. A minimum of fifteen (15) paper copies of the application form, plan and all attachments thereto plus if applicable, five (5) paper copies of the 24 x 36 inches size plan sheets.
- B. Plan must include:
 - 1. Plan sheets drawn on a reproducible medium and must measure no less than eleven (11) inches by seventeen (17) inches and no larger than twenty-four (24) inches by thirty-six (36) inches; with a:
 - 2. Scale of the drawings no greater than one inch equals thirty (30) feet for developments less than ten (10) acres, and one inch equals fifty (50) feet for all others;
 - 3. Code block in the lower right-hand corner. The block must contain:
 - a. Name(s) and address(es) of the applicant and owner,
 - b. Name of the project.
 - c. Name and address of the preparer of the plan, with professional seal, if applicable,
 - d. Date of plan preparation/revision, and a unique ID number for the plan and any revisions;
 - 4. Standard boundary survey conducted by a surveyor licensed in the state of Maine, in the manner recommended by the State Board of Registration for Land Surveyors;
 - 5. An arrow showing true north and the magnetic declination, a graphic scale, and signature blocks for the owner(s) and members of the Planning Board;
 - 6. Locus map showing the property in relation to surrounding roads, within two thousand (2,000) feet of any property line of the development,
 - 7. Surveyed acreage of the total parcel, of rights-of-way, wetlands, and area to be disturbed and amount of street frontage;
 - 8. Names and addresses of all owners of record of property abutting the development, including those across a street;
 - 9. Locations of essential physical features such as watercourses, forest cover, and outcroppings
 - 10. Proposed development area conditions including, but not limited to:
 - a. Structures; their location and description including signs, to be placed on the site, floor plan of exterior walls and accesses located within one hundred (100) feet of the property line;
 - b. Utilities proposed including power, water, sewer, holding tanks, bridges, culverts and drainage ways;

- c. Sewage facilities type and placement. Test pit locations, at least two of which must meet the State of Maine Plumbing Code requirements, must be shown;
- d. Domestic water source;
- e. Parks, open space, or conservation easement locations;
- f. Lot lines, interior and exterior, right-of-way, and street alignments;
- g. Road and other paved ways plans, profiles and typical sections including all relevant data;
- h. Setbacks Existing and proposed;
- i. Machinery permanently installed locations likely to cause appreciable noise at the lot lines;
- j. Raw, finished or waste materials to be stored outside the buildings, and any stored material of a toxic or hazardous nature;
- k. Topographic contours of existing contours and finished grade elevations within the development;
- l. Sidewalks, curbs, driveways, fences, retaining walls and other artificial features locations and dimensions proposed;;
- m. Landscaping required including size and type of plant material;
- n. Temporary markers locations adequate to enable the Planning Board to readily locate and appraise the layout of the development;
- o. Land proposed to be dedicated to public use and the conditions of such dedication;
- p. Natural features or site elements to be preserved.

C. Supporting documentation must include:

- 1. Vicinity map and aerial photograph showing the property in relation to surrounding properties, roads, geographic, natural resource (wetland, etc.), historic sites, applicable comprehensive plan features such as proposed park locations, land uses, zones, and other features within five hundred (500) feet from any boundary of the proposed development;
- 2. Existing Development Area Conditions including but not limited to:
 - a. Location and description of all structures, including signs, existing on the site, together with accesses located within one hundred (100) feet of the property line;
 - b. Essential physical features such as watercourses, wetlands, flood plains, wildlife habitat areas, forest cover, and outcroppings;
 - c. Utilities existing, including power, water, sewer, holding tanks, bridges, culverts and drainage ways;
- 3. Legal interest documents showing legal interest of the applicant in the property to be developed. Such documents must contain the description upon which the survey was based;
- 4. Property encumbrances currently affecting the property, as well as any proposed encumbrances;
- 5. Water District approval letter, if public water is used, indicating there is adequate supply and pressure to be provided to the development;

6. Erosion and sedimentation control plan endorsed by the York County soil and water conservation district;
7. Stormwater management plan for stormwater and other surface water drainage prepared by a registered professional engineer including a Maintenance Plan and Agreement that defines maintenance responsibilities, responsible parties, shared costs, and schedule. Where applicable, a Maintenance Agreement must be included in the Document of Covenants, Homeowners Documents and/or as riders to the individual deed and recorded with the York County Registry of Deeds.
8. Soil survey for York County covering the development. Where the soil survey shows soils with severe restrictions for development, a high intensity Class "A" soil survey must be provided;
9. Vehicular traffic report estimating the amount and type of vehicular traffic that will be generated by the development on a daily basis and for peak hours.
10. Traffic impact analysis in accordance with subsection (E)(2) for developments involving forty (40) or more parking spaces or which are projected to generate more than four hundred (400) vehicle trips per day;
11. Test pit(s) analysis prepared by a licensed site evaluator when sewage disposal is to be accomplished by subsurface disposal, pits, prepared by a licensed site evaluator;
12. Town Sewage Department or community system authority letter, when sewage disposal is to be through a public or community system, approving the connection and its location;
 - a. Additional submissions as may be required by other sections of this Code such as for clustered development, mobile home parks, or junkyards must be provided.
 - b. Letters of evaluation of the development by the Chief of Police, Fire Chief, Commissioner of Public Works, and, for residential applications, the superintendent of schools, must be collected and provided by the Town Planner.
 - c. Additional Requirements. In its consideration of an application/plan, the Planning Board may at any point in the review, require the applicant to submit additional materials, studies, analyses, and agreement proposals as it may deem necessary for complete understanding of the application.

1. Such materials may include:

1. Traffic impact study, including the following data:

- a. An executive summary outlining the study findings and recommendations.
- b. A physical description of the project site and study area encompassed by the report with a diagram of the site and its relationship to existing and proposed development sites within the study area.
- c. A complete description of the proposed uses for the project site (in cases where specific uses have not been identified, the highest traffic generators within the category best fitting the proposed development must be used to estimate traffic generators).
- d. Existing land uses and zone(s) in the vicinity of the site must be described. Any proposals for the development of vacant parcels or redevelopment of parcels within the study area of which the municipality makes the applicant aware, must be included in the description.
- e. Roadway geometry and existing traffic control devices on all major streets and intersections affected by the anticipated traffic generated.
- f. Trip generation must be calculated for the proposed project and other proposed new projects and redevelopment projects within the study area using the most recent data available from the Institute of Transportation Engineers' (ITE) Trip Generation Guide, and/or actual field data collected from a comparable trip generator (i.e., comparable in size, location and setting). This data will be presented in a summary table

structure and how such sites compare to the proposed site; other options, if any, which could be used to deliver similar services, particularly if the proposed equipment can be co-located (shared use) on an existing structure; and an analysis to the projected life cycle of this structure and location;

- c. Certification by a structural engineer that construction of the structure satisfies all federal, state and local building code requirements as well as the requirement of maximum permitted co-location at the site as approved by the Planning Board / Town Planner;
- d. Payment of all required performance guarantees as a condition of plan approval, with a note on the plan so stating;
- e. Payment of the Planning Board application fees;
- f. And all other requirements per Section 16.10.

16.10.7.2 Final Plan Application Submittal Content.

A. A complete final plan application must fulfill all the requirements of a preliminary plan as indicated in subsection 16.36.??? of this section and must show the following items, unless the Planning Board, by formal action, upon the applicant's written request, waives or defers any requirement(s) for submission. If no changes occurred to the preliminary plan it also may be considered to be the final plan.

B. Preliminary plan information including vicinity map and any amendments thereto suggested or required by the Planning Board, or other required reviewing agency;

C. Street names and lines, pedestrian ways, lots, easements, and areas to be reserved for or dedicated to public use;

D. Street length of all straight lines, the deflection angles, radii, lengths of curves and central angles of all curves, tangent distances and tangent bearings;

E. Lots and blocks within a subdivision numbered in accordance with local practice;

F. Markers/permanent reference monuments: Their location, source references, and where required, constructed in accordance with specifications herein;

G. Structures; their location and description including signs, to be placed on the site, floor plans and elevations of principal structures as well as detail of all structures showing building materials and colors, and accesses located within one hundred (100) feet of the property line;

H. Outdoor lighting and signage plan; if the

1. Lighting plan, if the application involves the construction of more than five thousand (5,000) square feet of nonresidential floor area, or the creation of more than twenty thousand (20,000) square feet of impervious area, or the creation of three or more dwelling units in a building; prepared by a qualified lighting professional, showing at least the following at the same scale as the site plan:

- a. All buildings, parking areas, driveways, service areas, pedestrian areas, landscaping, and proposed exterior lighting fixtures;
- b. All proposed lighting fixture specifications and illustrations including photometric data, designation as "cut-off" fixtures, color rendering index (CRI) of all lamps (bulbs), and other descriptive information on the fixtures;
- c. Mounting height of all exterior lighting fixtures;
- d. Lighting analyses and luminance level diagrams or photometric point by point diagrams on a twenty (20) foot grid showing that the proposed installation conforms to the lighting level standards of the ordinance codified in this Section together with statistical summaries documenting the average luminance, maximum luminance, minimum luminance, average to minimum uniformity ratio, and maximum to minimum uniformity ratio for each parking area, drive, canopy, and sales or storage area;

e. Drawings of all relevant building elevations showing the fixtures, the portions of the walls to be illuminated, the luminance levels of the walls, and the aiming points for any remote light fixtures; and

f. A narrative that describes the hierarchy of site lighting hierarchy and how the lighting will be used to provide safety, security, and aesthetic effects.

I. Machinery permanently installed locations likely to cause appreciable noise at the lot lines;

J. Materials (raw, finished or waste) storage areas, their types and location; and any stored toxic or hazardous materials, their types and locations;

K. Fences, retaining walls and other artificial features locations and dimensions proposed;

L. Landscaping plan including location, size, and type of plant material;

M. Boundary markers for protected land areas permanently marked using Town environmental boundary markers, their location and type. The five boundary markers are: (1) Conservation Land, (2) Protected Wetland, (3) Protected Vernal Pool, (4) Wildlife Habitat, and (5) Wetlands. Depending on the proposed development the required marker(s), number of markers, placement and spacing, and the method of mounting.

N. Municipal impact analysis of the relationship of the revenues to the Town from the development and the costs of additional publicly funded resources including;

1. Review for impacts. A list of the construction items that will be completed by the developer prior to the sale of lots.

2. Municipal construction and maintenance items. A list of construction and maintenance items that must be borne by the municipality, which must include, but not be limited to:

a.. Schools, including busing;

b. Road maintenance and snow removal;

c. Police and fire protection;

d. Solid waste disposal;

e. Recreation facilities;

f. Runoff water disposal drainage ways and/or storm sewer enlargement with sediment traps

3. Municipal costs and revenues. Cost estimates to the Town for the above services and the expected tax revenue of the development.

O. Open Space Land Cession Offers. Written offers of cession to the municipality of all public open space shown on the plan, and copies of agreements, or other documents showing the manner in which space(s), Code to which is reserved by the subdivider, are to be maintained.

P. Open Space Land Cession Offers Acknowledgement by Town. Written evidence that the municipal officers are satisfied with the legal sufficiency of the documents referred to in subsection (C)(2)(a) of this section. Such written evidence does not constitute an acceptance by the municipality of any public open space referred to in subsection (C)(2)(a) of this section.

Q. Performance Guaranty and Town Acceptance to secure completion of all improvements required by the Planning Board and written evidence the Town manager is satisfied with the sufficiency of such guaranty.

1. Where improvements for the common use of lessees or the general public have been approved, the Planning Board must require a performance guaranty of amount sufficient to pay for said improvements as a part of the agreement.

2. Process. Prior to the issue of a building permit, the applicant must, in an amount and form acceptable to the Town manager, file with the municipal treasurer an instrument to cover the full cost of the required improvements. A period of one year (or such other period as the Planning Board may determine appropriate, not to exceed three years) is the guaranty time within which required improvements must be completed. The performance guaranty must include an amount required for recreation land or improvements as specified.

R. Maintenance Plan and Agreement defining maintenance responsibilities, responsible parties, shared costs, and schedule. Where applicable, a Maintenance Agreement must be included in the Document of Covenants, Homeowners Documents and/or as riders to the individual deed.

S. Phasing Plan. Where, upon applicant's request, the Planning Board may permit phasing of the plans where it can be demonstrated to the Planning Board's satisfaction that such phasing would result in a safe and orderly development of the plan.

1. The applicant may file a section of the approved plan with the municipal officials and the York County registry of deeds if said section constitutes at least twenty-five percent (25%) of the total number of lots, or for plans including buildings, twenty-five percent (25%) of the gross area, contained in the approved plan. In all circumstances, plan approval of the remaining sections of the plan will remain in effect for three years unless the applicant requests and the Planning Board grants extensions of time equivalent to the requirements for approved plans in Section 16.36.050(E).

2. Phasing is subject to any conditions deemed necessary to assure a reasonable mixture of uses is completed within each separate phase of the plan.

3. Where projects are to be constructed in phases, phasing of stormwater management, water mains and streets are part of the review process.

4. Portions of both the developed and undeveloped site, impacted by interim infrastructure conditions such as un-looped water systems, stormwater runoff from unfinished areas onto finished areas and vice versa, dead end streets, etc., must be clearly defined and shown on the plans.

5. The Planning Board may permit construction of phases "out of order" only when the storm drainage plan and the water plan, etc. have been reviewed and it has been demonstrated that the impact on both the developed and undeveloped sections is negligible.

T. Right-of-Way Plan.

1. A completed application for a Planning Board approved right-of-way must include the requirements of Section 16.36.060 with the following modifications:

a. The following submission requirements are not necessary for Right-of-Way review: subsections (B)(2)(l), (m), (p), (r)—(w) and (z); (B)(3)(c)—(h); (B)(4); and (B)(5) of this section.

b. Subsection (B)(2) of this section modified so floor plans and elevations of principal structures are not required;

c. Include the size of the parcel minus the area in the ROW, and the street frontage excluding the ROW;

d. Only need to show and locate on the plan the names and addresses of all owners of record of contiguous property, including those across a street;

e. Include required front yards from the R.O.W. on the plan.

COMMERCIAL LEASE

PARTIES As of November 18, 2021, (the "Lease Effective Date") Lapierre Properties, LLC, a Maine limited liability company with an address of 32 Route 236, Kittery, ME 03904, ("LANDLORD"), hereby leases to Well Field 44, LLC, a Maine limited liability company with an address of 8 Dexter Lane Suite 8 Kittery, ME 03904, ("TENANT"), and TENANT hereby leases from LANDLORD the following described premises.

PREMISES LANDLORD hereby leases and demises to TENANT and TENANT hereby leases from LANDLORD those entire parcels of real property, together with all buildings and other improvements now or hereafter located thereon (hereinafter collectively "Improvements"), and all privileges, easements, and appurtenances belonging thereto or granted herein, the schedule attached hereto as Exhibit A, (collectively, the "Leased Premises"), located at 41 Route 236 Kittery, Maine 03904.

POSSESSION DATE The "Possession Date" is the date LANDLORD delivers possession of the Leased Premises to TENANT free of all other occupants' rights thereto in the same or better condition as the Lease Effective Date. The Possession Date will be April 1, 2022.

INSPECTION PERIOD During the ninety (90) day period beginning on the Effective Date and ending at 5:00p.m. ET on the date that is ninety (90) days after such beginning date (such ninety [90] day period being referred to herein as the "Inspection Period"), TENANT's obligations under this Lease shall be contingent upon TENANT determining, in its sole and unfettered discretion, that the Leased Premises is suitable for development and use by TENANT. During the Inspection Period, TENANT shall have the right, but not the obligation, to take all steps necessary, in TENANT's sole and absolute discretion, to evaluate the feasibility of the Leased Premises for TENANT's intended Use of the Leased Premises (as defined below). In the event TENANT is not completely satisfied with all aspects of the feasibility of the Leased Premises, in its sole and absolute discretion, within the Inspection Period, TENANT may terminate this Lease with written notice to LANDLORD given prior to the expiration of the Inspection Period, in which event the parties shall be released from further liability pursuant this Lease.

APPROVAL PERIOD Commencing on the day immediately following the date of expiration of the Inspection Period and ending on the date that is twelve (12) months thereafter, TENANT shall seek to obtain (i) all site plan approvals, development and building permits, variances, re-zonings and all necessary governmental permits, licenses and approvals deemed by TENANT to be necessary or appropriate to develop and operate a Retail Marijuana Dispensary (the "Approvals"). TENANT shall diligently pursue said Approvals. TENANT obtaining all of the Approvals is a condition precedent to TENANT's obligations under this Lease. LANDLORD acknowledges that as fee owner of the Leased Premises, it may be required to consent to, join in or otherwise submit applications for Development Approvals in its name, and as such, LANDLORD agrees to execute, join in or consent to all such applications for Development Approvals promptly upon TENANT's request for same provided same is at no cost or expense to LANDLORD. TENANT shall have the right to extend the Approval Period for up to three (3) consecutive periods of thirty (30) days each by sending written notice to LANDLORD at any time prior to the last day of the then current Approval Period, provided same is at no cost or expense to LANDLORD. If TENANT is unable to obtain all of the Approvals, in form and in substance acceptable to TENANT, prior to the end of the Approval Period (as it may have been extended pursuant to this Section), then TENANT may terminate this Lease by delivering written notice of such termination to LANDLORD by 5:00p.m.ET on the last day of the Approval Period (as it may have been extended pursuant to this Section), in which event, except for any liens or encumbrances incurred by the TENANT for which TENANT shall remain liable and responsible for removing at its sole cost and expense, the parties shall be released from further liability pursuant the terms of this Lease. Notwithstanding the foregoing, TENANT shall have the right at any time during the Approval Period upon written notice to LANDLORD to waive the remaining term of the Approval Period. Should the Tenant terminate this Lease during the Approval Period as herein provided, Tenant shall turn over to Landlord any and all information pertaining to the Premises it obtained during either the Inspection Period of Approval Period including but not limited to survey's, plans, test data, soil works and any conceptual designs or drawings.

ONGOING CONTINGENCY TENANT will have the right to terminate this Lease, with 90 days written notice to Landlord, if changes to Federal, local or state laws or regulations lead to the revocation of any Permits required for TENANT to operate one or more of its Permitted Uses at the Leased Premises. This contingency will not apply to a revocation of one or more permits as the result of TENANT actions or inactions in its licensing process or handling of its business practices.

RENT COMMENCEMENT DATE TENANT will begin paying base rent to the LANDLORD on April 1, 2022 ("Rent Commencement Date").

LEASE TERM The initial term of this Lease will be for a period of two hundred and forty (240) full calendar months, beginning on the Possession Date. If the Rent Commencement Date is not on the first day of a month, the first year of this

Lease will include the period from the Rent Commencement Date through the last day of the month which is the twelfth (12th) month after the month in which the Rent Commencement Date occurs.

NET LEASE

It is the purpose and intent of LANDLORD and TENANT and they agree that rent payable hereunder will be absolutely net to LANDLORD so that this Lease will yield to LANDLORD the rent specified, free of any charges, assessments, or impositions of any kind charged, assessed, or imposed on or against the Leased Premises, and without abatement, counterclaim, deduction, defense, deferment or set-off by the TENANT, except as hereinafter specifically otherwise provided, and LANDLORD will not be expected or required to pay any such charge, assessment or imposition, or be under any obligation or liability hereunder except as herein expressly set forth, and that all costs, expenses and obligations of any kind relating to the maintenance and operation of the Property, including all alterations, repairs and replacements as hereinafter provided, which may arise or become due during the Term will be paid by TENANT, the LANDLORD will be indemnified and saved harmless by TENANT from and against such costs, expenses and obligations. This Lease will be initially be guaranteed personally by Brandon Pollock. Provided that during the thirty-six (36) month period immediately preceding the Rent Commencement Date, Tenant has not been in default under any provision of this Lease and failed to cure such default within any applicable notice and cure period, then subject to LANDLORD'S reasonable consent, Brandon Pollock shall have the right to substitute his personal guarantee with a corporate guarantor. Upon a request to substitute the guarantor, Tenant will supply Landlord with financial statements and two (2) years of tax returns. LANDLORD's consent will not be unreasonably withheld provided Landlord is satisfied with its review of the financials .

BASE RENT

Commencing on the Rent Commencement Date, TENANT will pay to LANDLORD the following Base Rent:

Lease Year	Annual Base Rent	Monthly Base Rent
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

Base Rent is payable in advance in equal monthly installments on the first day of each month during the term of this Lease without deduction or setoff, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to LANDLORD or to such agent and at such place as LANDLORD will from time to time in writing designate, the following being now so designated: 32 Route 236, Kittery, ME 03904. If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the term of this Lease, then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount due after the due date. The late charge will be equal to four percent (4%) of the amount due LANDLORD each month in addition to the rent then due.

ADDITIONAL RENT

RENEWAL OPTION

So long as TENANT has not been in default of this Lease during the term hereof, TENANT will have the option to renew this Lease for two (2) terms of ten (10) years each. In order to exercise TENANT'S option, TENANT will notify LANDLORD in writing of its intention to exercise its option on or before six (6) months prior to the end of the then current term, said renewal to be upon the same terms and conditions set forth in this Lease except for Base Rent which will be as follows:

FIRST RENEWAL TERM

Lease Year	Annual Base Rent	Monthly Base Rent
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		

SECOND RENEWAL TERM

Lease Year	Annual Base Rent	Monthly Base Rent
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		

In the event TENANT fails to perform its obligations under this Section, the option will be deemed not to have been exercised.

SECURITY DEPOSIT

TENANT has delivered to LANDLORD a refundable initial security deposit of five thousand five hundred dollars. The Security Deposit will be held as a security for TENANT'S performance as herein provided and refunded to TENANT without interest at the end of this Lease subject to TENANT'S satisfactory compliance with the conditions. If Tenant defaults in the performance of any of its covenants hereunder, Landlord may, without notice to Tenant, apply all or any part of the Security Deposit, to the extent required for the payment of any Rent or other sums due from Tenant hereunder, in addition to any other remedies available to Landlord. Landlord may deliver the Security Deposit to any purchaser of Landlord's interest in the Premises (or any Successor Landlord (defined below), if applicable), and thereupon Landlord shall be discharged from any further liability with respect to the Security Deposit. Upon the conclusion of this Lease, Landlord will refund the Security Deposit within thirty (30) days, minus any documented repairs needed from damage caused by Tenant.

TAXES

Commencing on the Rent Commencement Date, during each year of the term of this Lease, TENANT shall make monthly estimated payments to LANDLORD, as additional rent for the real estate taxes on the Leased Premises. Said estimated monthly payments shall be made along with base rent payments. After the end of each calendar year, LANDLORD shall deliver to TENANT a statement showing the amount of such real estate taxes. TENANT shall, within thirty (30) days after such delivery, pay TENANT'S share to LANDLORD, as additional rent, less any estimated payments. If the estimated payments exceed TENANT'S share, then the excess shall be refunded to the TENANT within thirty (30) days. TENANT will retain the right to make the real estate tax payments, on the Leased Premises, directly to the Town of Kittery.

TENANT will have the right, upon prior written notice to LANDLORD, to contest or review the amount, applicability or validity of any taxes and all assessments or levies of such taxes by one or more appropriate lawful proceedings, which, if instituted, will be diligently conducted by TENANT in good faith at its own cost and expense, and free of any expense to LANDLORD, and, if necessary, in the name of LANDLORD and LANDLORD will, upon the request of TENANT, execute all documents reasonably necessary to accomplish such contest or review. TENANT will indemnify and hold LANDLORD harmless from and against all claims arising out of such contest or review conducted by TENANT.

UTILITIES

Commencing on the Rent Commencement Date, TENANT will pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the Leased Premises, all bills for fuel servicing the Leased Premises exclusively, and all charges for telephone and other communication systems used at and supplied to the Leased Premises.

LANDLORD will have no obligation to provide utilities or equipment other than the utilities and equipment already on the Leased Premises as of the commencement date of this Lease. TENANT will have the right to install any utilities on the Leased Premises at their own expense.

MANNER OF PERFORMANCE OF TENANT'S WORK

All repairs, maintenance, restoration, construction, reconstruction, demolition, removal, replacement and alteration of the Property or any part thereof required or permitted to be made by TENANT under this Lease (collectively hereinafter called "TENANT's Work"), including the construction of the Improvements by TENANT, will be made in accordance with the following:

A. TENANT will comply with all applicable laws, ordinances, rules and regulations relating to or governing the TENANT's Work and, without limitation on the generality of the foregoing, will procure and maintain all permits and authorizations required to be obtained from any governmental authority in connection therewith.

B. All TENANT's Work will be performed diligently and in a good and workmanlike manner, free from defects of any kind and nature, and free from liens or claims of any kind and nature.

RIGHTS TO PURCHASE

If, at any time during the Term, LANDLORD intends to sell, convey, or assign the Leased Premises or any part thereof or interest therein to a third party (other than any entity controlling, controlled by, or under common control with LANDLORD), then LANDLORD will, prior to any offering of the Leased Premises or such part thereof or interest therein for sale, deliver to TENANT written notice of the terms and conditions, upon which LANDLORD intends to offer the Leased Premises or such part thereof or interest therein for sale. Provided that no event of default has occurred and is continuing hereunder, TENANT will have the right to purchase the Leased Premises (or such part thereof or interest therein) on the terms set forth in the notice from LANDLORD by giving written notice to the LANDLORD within thirty (30) days after receiving LANDLORD's notice, of TENANT's intention to purchase on the terms contained in such notice from LANDLORD. In the event that TENANT fails to notify LANDLORD within said thirty (30) day period of TENANT's election to exercise its right to purchase hereunder, or in the event TENANT notifies LANDLORD within said period that TENANT will not exercise its right to purchase hereunder, LANDLORD may proceed to sell the Leased Premises (or such part thereof or interest therein) to any third party after the expiration of such thirty (30) day period, but only on substantially the same terms and conditions as were set forth in the notice from LANDLORD to TENANT, and any material change in such terms and conditions will be deemed a new offer and LANDLORD will in such event not consummate any sale to a third party without first submitting all of the changed terms and conditions (and not just those which have changed substantially or materially) to TENANT for determination by TENANT in the manner provided above, except that TENANT will have fifteen (15) business days, after receipt of said notice in which to elect to exercise its right to purchase on the basis of the changed terms and conditions. For these purposes, the offer will be deemed to have been changed substantially or materially only if the purchase price at which the Leased Premises (or such portion thereof or interest therein) are offered differs by more than three percent (3%) from the purchase price previously offered.

USE OF LEASED PREMISES

TENANT will use the Leased Premises for the purpose of constructing and operating thereon a building and parking lot for the storage and packaging of cannabis, dispensing of cannabis to qualified patients and individuals 21+ years of age, and any other cannabis related activities as permitted by local and state law (a "Retail Marijuana Dispensary"). This use is subject to TENANT obtaining all licenses and permits required under state and local law, and subject to TENANT's continuing compliance with all applicable state and local laws.

EXCLUSIVE USE

LANDLORD represents, warrants, and covenants that from and after the Effective Date, and for a period of ten (10) years, neither LANDLORD nor any LANDLORD Affiliate will lease space in the C2 zone (except the Leased Premises hereby demised), permit the use or occupancy of any such space, whether at wholesale or at retail, to any TENANT or other occupant which sells, or displays for sale or provides services in any one or more of the following: retail marijuana, cannabis, CBD, recreational and/or medical marijuana.

COMPLIANCE WITH LAWS

TENANT will observe and comply with all codes, ordinances, laws, regulations and other governmental or quasi-governmental orders or inspections affecting TENANT, the Leased Premises and/or TENANT'S use and all reasonable rules and security regulations now or hereafter made by LANDLORD for the care and use of the Leased Premises, and/or accommodations in TENANT'S use thereof required by law or any public authority as a result of TENANT'S use or occupancy of the premises or TENANT'S alterations or additions thereto, which alterations, improvements and installations will be subject to LANDLORD'S consent as provided in this Lease, which consent will not be unreasonably withheld

MAINTENANCE

- A. TENANT'S OBLIGATIONS Commencing on the Rent Commencement Date, TENANT will be responsible for all maintenance of the Leased Premises.
- B. LANDLORD'S OBLIGATIONS Commencing on the Rent Commencement Date, LANDLORD will have no responsibility for any maintenance of the Leased Premises.

SIGNAGE

TENANT will have the right to place its exterior signs on the Leased Premises. TENANT will also have the right to erect a new pylon for signage on the Leased Premises, subject to TENANT and LANDLORD's prior written approval, which will not be unreasonably withheld. Signage will adhere to all applicable local and state regulations.

ASSIGNMENT-SUBLEASING

TENANT will have the right to assign or sublet the Leased Premises or any part thereof to be used by others, with LANDLORD'S prior express written consent in each instance which consent will not be unreasonably withheld. In any case where LANDLORD will consent to such assignment or subletting, TENANT named herein will remain fully liable for the obligations of TENANT hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this Lease.

QUIET ENJOYMENT

TENANT will be entitled to the quiet enjoyment of the Leased Premises; provided TENANT covenants that it holds the Leased Premises subject to all easements, covenants and other matters of record, and agrees to abide by same to the extent the same affect the Leased Premises.

LANDLORD'S ACCESS

Notwithstanding the foregoing, LANDLORD acknowledges that due to the nature of TENANT's business, except with regard to law enforcement officers or life safety personnel, any representatives of LANDLORD will be escorted by TENANT personnel when visiting the Leased Premises.

TENANT'S LIABILITY INSURANCE

TENANT will (i) insure TENANT and LANDLORD, as their interests appear, with commercial general liability coverage, in such amounts and with such companies and against such risks as LANDLORD will reasonably require and approve, but in amounts not less than One Million Dollars (\$1,000,000.00) combined single limit with deductibles of not more than \$5,000 per occurrence. TENANT will deposit with LANDLORD certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates will provide that such policies will not be canceled without at least thirty (30) days prior written notice to each insured named therein. TENANT will list LANDLORD as an additional named insured or loss payee, as the case may be, in all policies required by this Section.

DEFAULT AND BANKRUPTCY

In the event that:
(a) TENANT will default in the payment of any installment of rent or other sum herein specified when due which default is not corrected within seven (7) days after written notice thereof; or
(b) TENANT will default in the observance or performance of any other of the TENANT'S covenants, agreements, or obligations hereunder and such default will not be corrected within ten (10) days after written notice thereof; or
(c) The leasehold hereby created will be taken on execution, or by other process of law; or
(d) Any assignment will be made of TENANT'S property for the benefit of creditors, or a receiver, guardian, conservator trustee in bankruptcy or similar officer will be appointed by a court of competent jurisdiction to take charge of all or any part of TENANT'S property, or a petition is filed by TENANT under any bankruptcy, insolvency or other debtor relief law, then and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), LANDLORD will be entitled to all legal remedies available to LANDLORD.

RIGHTS AND REMEDIES.

a Landlord's Remedies. In the event of any uncured default by Tenant under this Lease, Landlord, at its option, may, in addition to all other rights and remedies provided in this Lease, or otherwise at law or in equity: (a) terminate this Lease and Tenant's right of possession of the Premises; provided, however, that Landlord shall use its reasonable efforts, to relet the Premises, or any part thereof for the account of Tenant, for such rent and term and upon such terms and conditions as are acceptable to Landlord. In the event of the termination of this Lease by Landlord pursuant to (a) above, Landlord shall be entitled to recover from Tenant (i) all damages and other sums that Landlord is entitled to recover under any provision of this Lease or at law or in equity, including, but not limited to, all fixed dollar amounts of Base Rent and Additional Rent accrued and unpaid for the period up to and including such termination date; (ii) all other additional sums payable by Tenant, or for which Tenant is liable, or in respect of which Tenant has agreed to indemnify Landlord, under any of the provisions of this Lease, that may be then owing and unpaid; (iii) all costs and expenses (including, without limitation, court costs and attorneys' reasonable fees) incurred by Landlord in the enforcement of its rights and remedies under this Lease; and (iv) any damages provable by Landlord as a matter of law. For purposes of any reletting, Landlord is authorized to decorate, repair, and improve the Premises to the extent deemed necessary by Landlord, in its sole, but reasonable, discretion. If the Premises are relet and a sufficient sum is not realized therefrom, Tenant agrees that they shall be responsible for any deficiency or balance to make up for the full payment of Rent as outlined

herein. If Landlord fails to relet the Premises, then Tenant agrees that they shall be responsible for any Rent or reasonable expenses while the Premises is empty.

b Additional Rights of Landlord. Any and all costs, expenses and disbursements, of any kind or nature, incurred by Landlord in connection with the enforcement of any and all of the terms and provisions of this Lease, including reasonable attorneys' fees (through all appellate proceedings), shall be due and payable (as Additional Rent) upon Landlord's submission of an invoice. The various rights, remedies and elections of Landlord reserved, expressed or contained herein are cumulative and no one of them shall be deemed to be exclusive of the others or of such other rights, remedies, options or elections as are now or may hereafter become conferred upon Landlord by law.

c Event of Bankruptcy: In addition to, and in no way limiting the other remedies set forth herein, Landlord and Tenant agree that if Tenant ever becomes the subject of a voluntary or involuntary bankruptcy, reorganization, composition, or other similar type proceeding under the federal bankruptcy laws, as now enacted or hereinafter amended, then: (a) "adequate assurance of future performance" by Tenant and/or any assignee of Tenant pursuant to Bankruptcy Code Section 365 will include (but not limited to) payment of an additional/new security deposit in the amount of three (3) times the then Current Base Rent payable hereunder, (b) any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code, shall be deemed, without further act or deed, to have assumed all of the obligations of Tenant arising under this Lease on and after the effective date of such assignment. Any such assignee shall, upon demand by Landlord, execute and deliver to Landlord an instrument confirming such assumption of liability; (c) notwithstanding anything in this Lease to the contrary, all amounts payable by Tenant to or on behalf of Landlord under this Lease, whether or not expressly denominated as "Rent", shall constitute "rent" for the purposes of Section 502 (b) (6) of the Bankruptcy Code; and (d) if this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, any and all monies or other considerations payable or otherwise to be delivered to Landlord or Agent (including Base Rent, Additional Rent and other amounts hereunder) shall be and remain the exclusive property of Landlord and shall not constitute property of Tenant or of the bankruptcy estate of Tenant. Any and all monies or other considerations constituting the Landlord's property under the preceding sentence not paid or delivered to Landlord or Agent shall be held in a trust by Tenant or Tenant's bankruptcy estate for the benefit of Landlord and shall be promptly paid to or turned over to Landlord.

NOTICE

Any notice from LANDLORD to TENANT relating to the Leased Premises or to the occupancy thereof, will be deemed duly served, upon mailing to the TENANT, registered or certified mail, return receipt requested, postage prepaid, addressed to TENANT at TENANT's address set forth in Article 1. Any notice from TENANT to LANDLORD relating to the Leased Premises or to the occupancy thereof, will be deemed duly served, if mailed to LANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to LANDLORD at LANDLORD'S address set forth in Article 1, or at such other address as LANDLORD may from time to time advise in writing.

HAZARDOUS MATERIALS

TENANT covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which TENANT, its agents or employees, may use, handle, store or generate in the conduct of its business at the Leased Premises, TENANT will: (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials; (ii) that TENANT will in no event permit or cause any disposal of Hazardous Materials in, on or about the Leased Premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that TENANT will with advance notice and at all reasonable times permit LANDLORD or its agents or employees to enter the Leased Premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days notice from LANDLORD copies of all records which TENANT may be obligated by federal, state and/or local law to obtain and keep; (iv) that upon termination of this Lease, TENANT will at its expense, remove all Hazardous Materials, which came to exist on, in, or under the Leased Premises during the term of this Lease or any extensions thereof, from the Leased Premises and comply with applicable local, state and federal laws as the same may be amended from time to time; and (v) TENANT further agrees to deliver the Leased Premises to LANDLORD at the termination of this Lease free of all Hazardous Materials which came to exist on, in, or under the Leased Premises during the term of this Lease or any extensions thereof. The terms used in this paragraph will include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal, state or local.

WAIVER OF RIGHTS

No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, will be construed as a consent or waiver to or of any other breach of the same or other covenant, condition or duty.

SUCCESSORS AND ASSIGNS

The covenants and agreements of LANDLORD and TENANT will run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns.

BROKERAGE

TENANT warrants and represents to LANDLORD that it has not dealt with any broker, finder or similar person concerning the leasing of the Leased Premises.

POSSESSION OF REGULATED ASSETS

Notwithstanding the foregoing, no right of entry, possession or sale, either set forth expressly in this Lease or arising as a matter of law, will permit LANDLORD or its agents to claim, control, possess, secure, sell, dispose of or handle in any manner any marijuana, marijuana waste or any other marijuana product or marijuana by-product (collectively, "Regulated Assets") located on the Premises. LANDLORD acknowledges and agrees that any Regulated Assets located on the Premises will be controlled in accordance with all applicable State laws and Regulations.

SALE OR MORTGAGE OF PREMESIS BY LANDLORD

Landlord may sell or mortgage the Premises and may assign its interests in and pledge any monies received under this Lease. A sale, conveyance or assignment of Landlord's interest in all of the Premises will operate to release Landlord from liability with respect to the Premises conveyed or assigned from and after the effective date of such sale, conveyance or assignment under all of the covenants, terms and conditions of this Lease. Thereafter, Tenant will look solely to Landlord's successor-in-interest in and to this Lease provided that any successor-in-interest has acknowledged in writing its receipt of Tenant's Security Deposit. Tenant agrees, subject the execution of a non-disturbance reasonably satisfactory to Landlord's lender, that this Lease and all rights of Tenant hereunder are and shall be subject and subordinate to the lien of any mortgage or deed of trust constituting a lien on the Premises or any part thereof, whether presently existing or granted during the term of this Lease including, without limitation, any renewal, modification, consolidation or extension of any such mortgage or deed of trust. Tenant shall, upon demand at any time or times, execute, acknowledge and deliver to Landlord, at Landlord's expense, any and all instruments that may be necessary or proper to subordinate this Lease and all rights of Tenant hereunder to the lien of a mortgage, deed or trust or other instrument herein provided. Notwithstanding the foregoing, (a) any such sale, mortgage or foreclosure shall not disturb the peaceful possession of the Tenant hereunder, provided that Tenant shall continue to observe and perform Tenant's obligations under this Lease, and (b) the subordination of this Lease may, at the option of Tenant, be conditioned upon the execution and delivery by the mortgagee or trustee of an agreement, that so long as Tenant is not in default under the terms of this Lease, the mortgagee or trustee or any person succeeding to the rights of the mortgagee or trustee, or any person at the foreclosure sale under said mortgagee or deed of trust, shall not disturb the peaceful possession of the Tenant hereunder, provided that Tenant shall continue to observe and perform Tenant's obligations under this Lease.

Prior to entering into any new mortgage agreements, the Landlord must obtain a Subordination Non-Disturbance and Attornment Agreement ("SNDA"), in a form acceptable to Tenant, which specifically references and acknowledges that Tenant uses the Leased Premises for marijuana related uses.

ESTOPPEL CERTIFICATE

If Landlord shall require for the purpose of sale or encumbrances, that Tenant shall at any time upon not less than ten (10) days prior written notice to Landlord, execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which rent and other charges are paid in advance, if any, and (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder and specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. Any such statement shall include a requirement that the prospective lender or purchaser shall agree not to disturb Tenant's occupancy pursuant to this Lease.

DISCLAIMER: THIS IS A LEGAL DOCUMENT. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.

IN WITNESS WHEREOF, the said parties herunto set their hands and seals this 18 day of November, 2021.

TENANT:

Well Field 44, LLC
Legal Name of TENANT
Brandon Pollock, Member

LANDLORD:

Lapierre Properties, LLC
Legal Name of LANDLORD
Darren LaPierre, Member
Suzanne LaPierre, Member



Signature



Signature

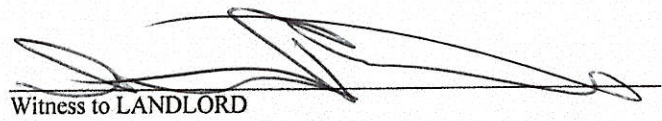
Brandon Pollock / Manager

NAME/TITLE

Darren LaPierre (Pres) Suzanne LaPierre

NAME/TITLE



Witness to TENANT

Witness to LANDLORD

Exhibit A



THIS MAP IS FOR INFORMATION PURPOSES ONLY AND DOES NOT
 REPRESENT A GUARANTEE OF THE ACCURACY OF THE INFORMATION
 THEREON. THE INFORMATION IS FOR INFORMATION PURPOSES ONLY.
 LEGAL MAPS BY JOHN J. COUGHLIN & ASSOCIATES, NEW GLoucester, MAINE

REGISTERED BY
CAI Technologies
 1000 ROUTE 101, SUITE 100
 NEW GLoucester, MAINE 04063

LEGEND	
[Symbol]	10
[Symbol]	11
[Symbol]	12
[Symbol]	13
[Symbol]	14
[Symbol]	15
[Symbol]	16
[Symbol]	17
[Symbol]	18
[Symbol]	19
[Symbol]	20
[Symbol]	21
[Symbol]	22
[Symbol]	23
[Symbol]	24
[Symbol]	25
[Symbol]	26
[Symbol]	27
[Symbol]	28
[Symbol]	29
[Symbol]	30
[Symbol]	31
[Symbol]	32
[Symbol]	33
[Symbol]	34
[Symbol]	35
[Symbol]	36
[Symbol]	37
[Symbol]	38
[Symbol]	39
[Symbol]	40
[Symbol]	41
[Symbol]	42
[Symbol]	43
[Symbol]	44
[Symbol]	45

SCALE: 1" = 100'
 REVISED TO: APRIL 1, 2020

PROPERTY MAPS
KITTERY
 MAINE

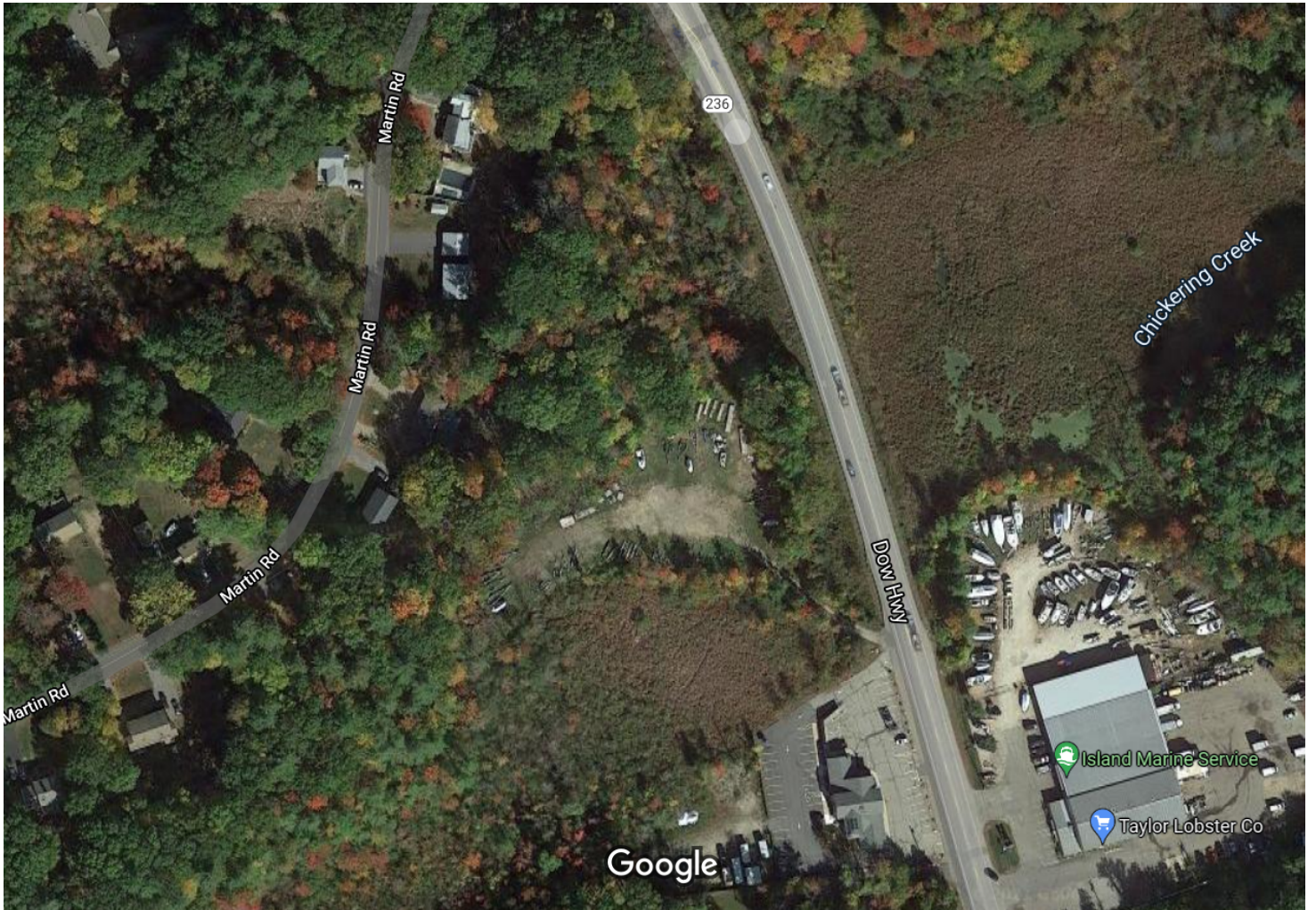
INDEX DIAGRAM

MAP NO.
29

Handwritten signature or initials in blue ink.



41 Route 236 Kittery



Imagery ©2021 Maine GeoLibrary, Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 100 ft



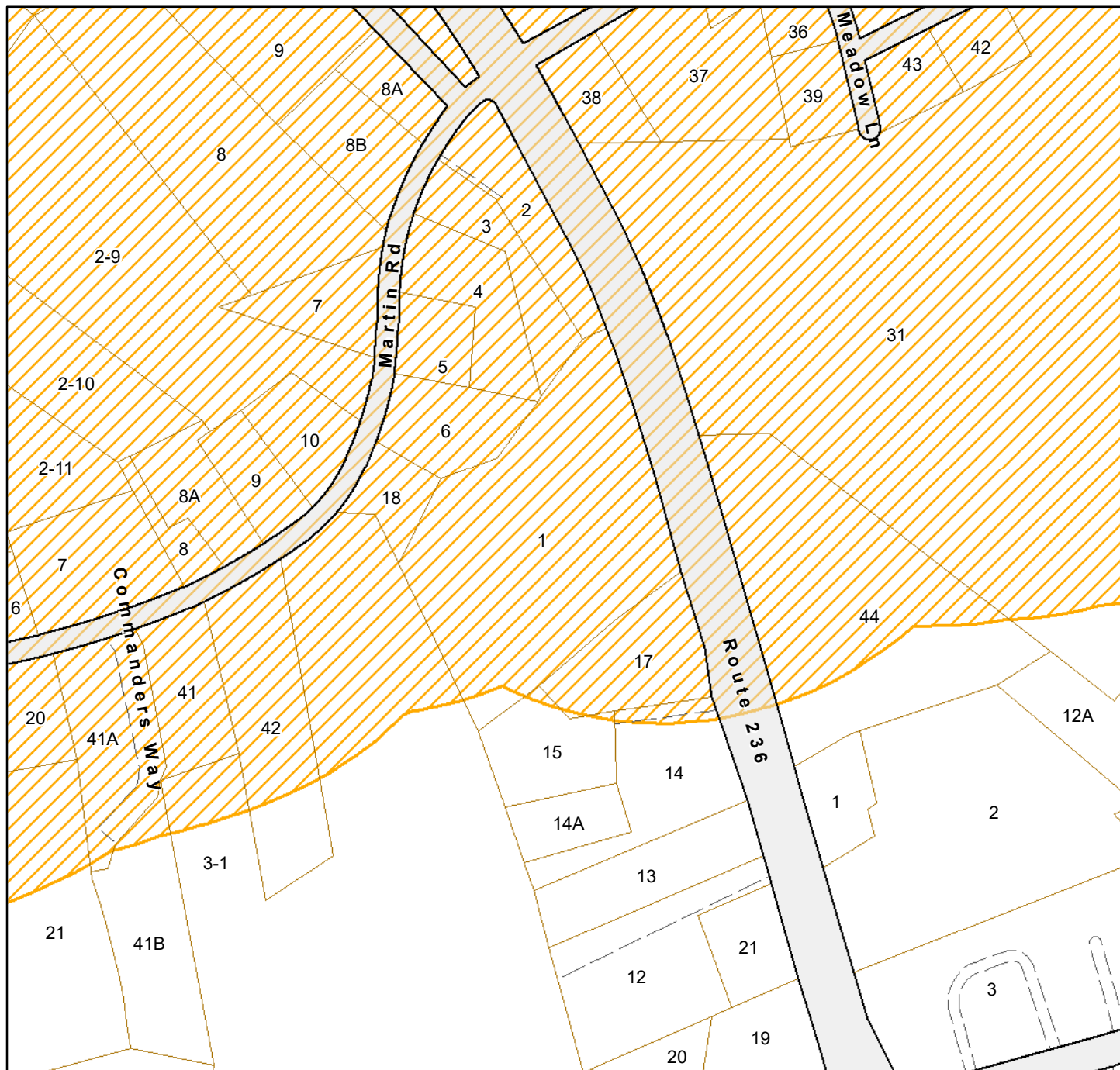
Kittery, ME



November 16, 2021

1 inch = 275 Feet

www.cai-tech.com



	Property Line		IFW Rare Animals - MDIFW
	Public Road		
	Right of Way		
	Right of Ways		

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.



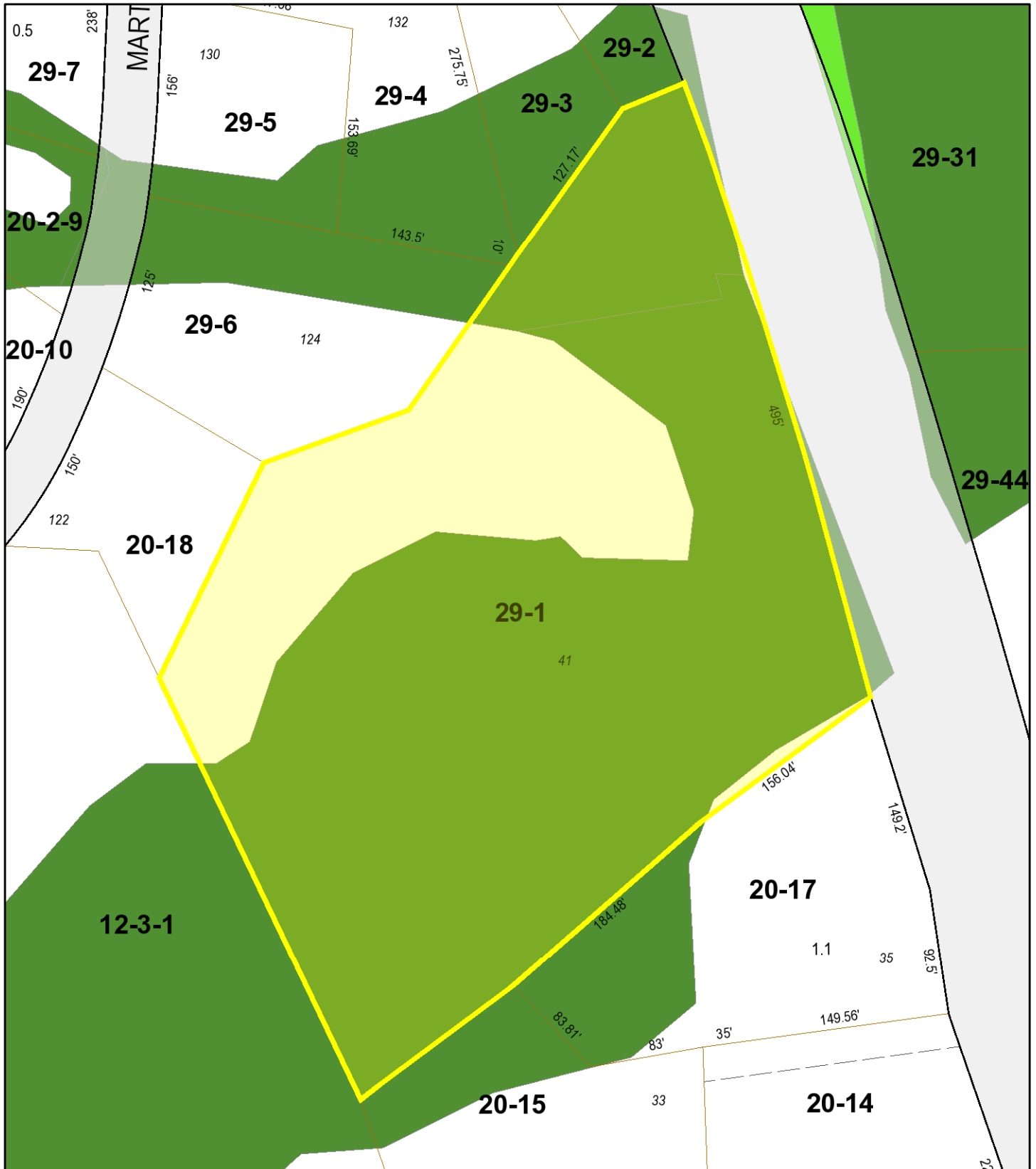
Kittery, ME



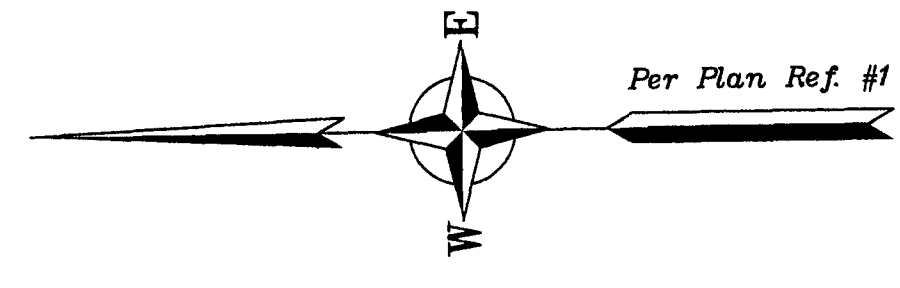
November 3, 2021

1 inch = 100 Feet

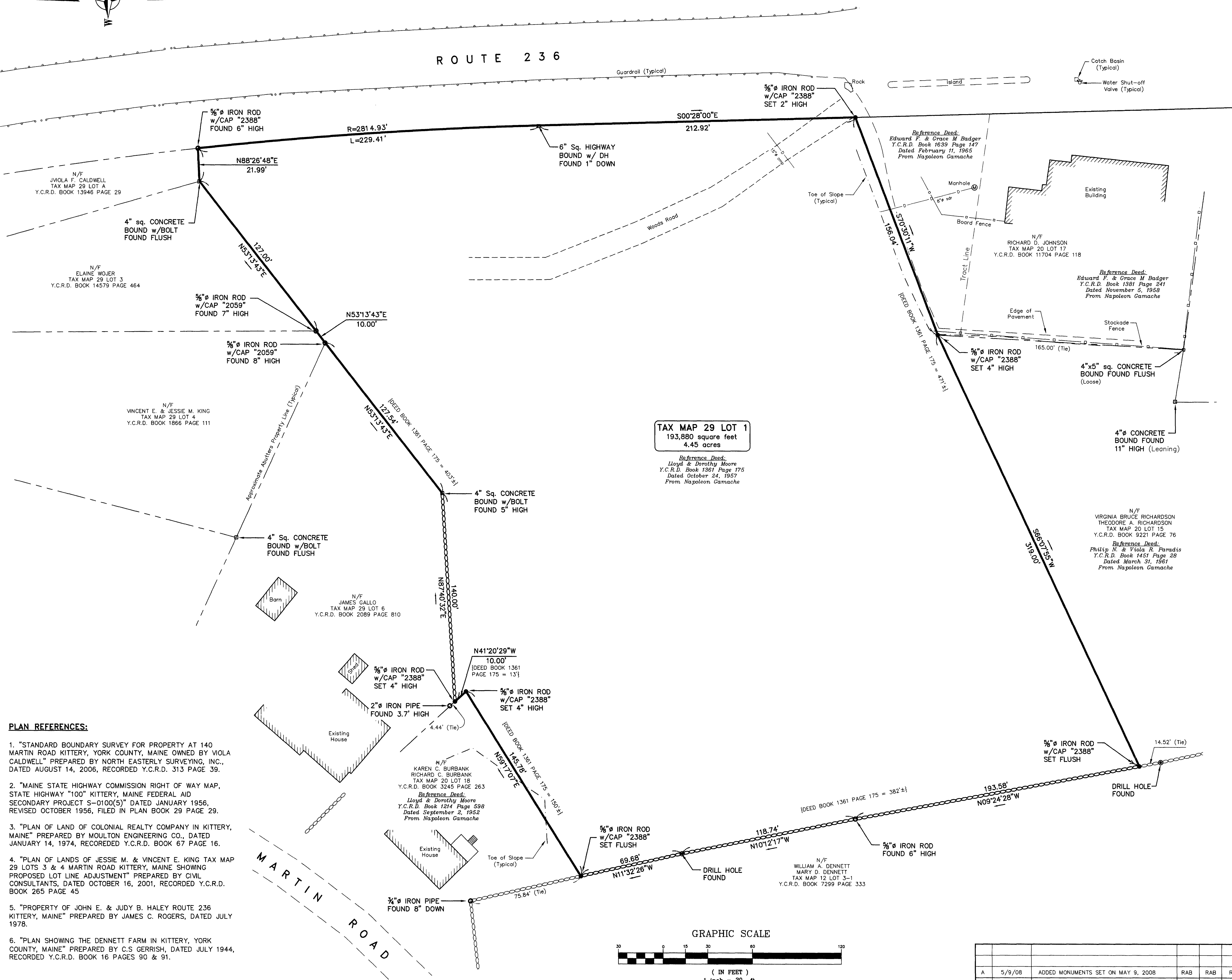
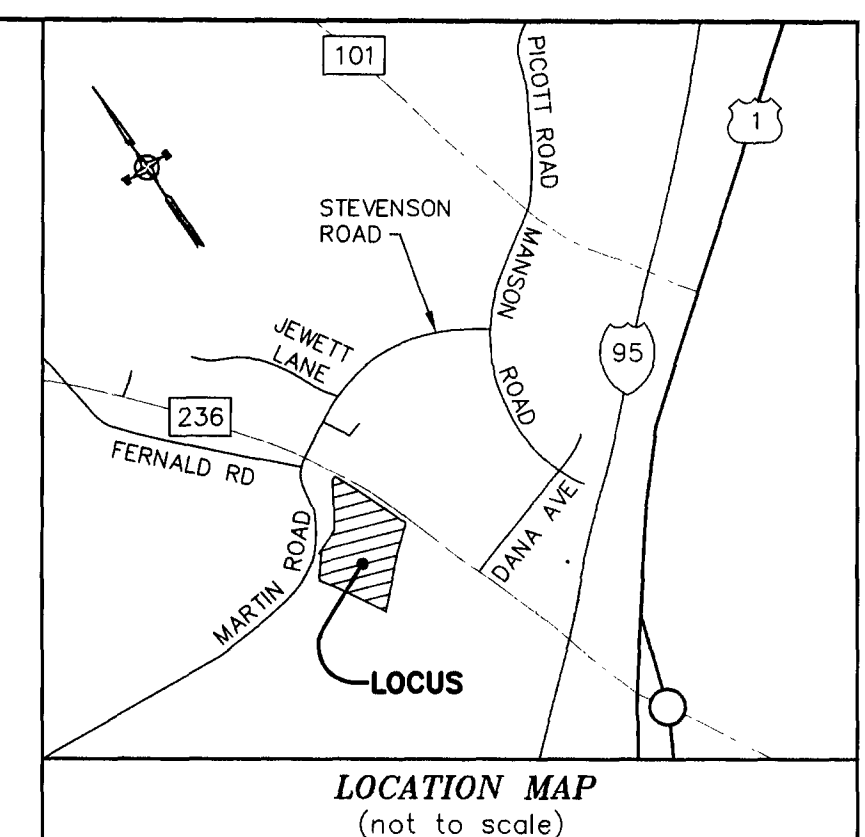
www.cai-tech.com



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



ROUTE 236



TAX MAP 29 LOT 1
193,880 square feet
4.45 acres

- NOTES:**
- OWNERS OF RECORD:
JUDY B. HALEY
JOHN E. HALEY
Y.C.R.D. BOOK 3328 PAGE 333
DATED JUNE 29, 1984
 - TOTAL PARCEL AREA:
193,880 square feet or 4.45 acres
 - BASIS FOR BEARING IS PER PLAN REFERENCE #1.
 - THE BOUNDARY AND RIGHT OF WAY DETERMINATIONS HEREIN ARE BASED UPON RECORD INFORMATION AND PHYSICAL EVIDENCE FOUND, AND IS THE OPINION OF THIS SURVEYOR.
 - ROUTE 236 RIGHT OF WAY IS BASED UPON PLAN REFERENCE #2.

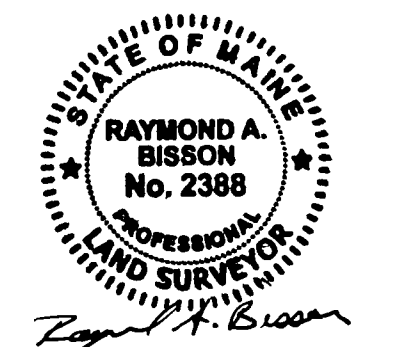
000141

YORK, ss REGISTRY OF DEEDS
Received May 16, 2008
at 2 h 48 m P.M., and
Filed in Plan Book 322 Page 37
ATTEST: *Debra A. Anderson*
Register

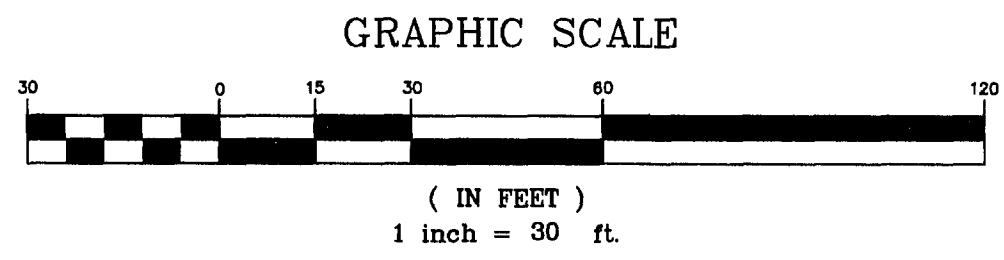
CERTIFICATION

This survey conforms to the Board of Licensure for Professional Land Surveyors Standards for a Category 1, Condition 1 survey, except that a written report has not been prepared at this date.

Raymond A. Bisson *May 16, 2008*
Raymond A. Bisson, P.L.S. #2388 Date



- PLAN REFERENCES:**
- "STANDARD BOUNDARY SURVEY FOR PROPERTY AT 140 MARTIN ROAD KITTERY, YORK COUNTY, MAINE OWNED BY VIOLA CALDWELL" PREPARED BY NORTH EASTERLY SURVEYING, INC., DATED AUGUST 14, 2006, RECORDED Y.C.R.D. 313 PAGE 39.
 - "MAINE STATE HIGHWAY COMMISSION RIGHT OF WAY MAP, STATE HIGHWAY "100" KITTERY, MAINE FEDERAL AID SECONDARY PROJECT S-0100(5)" DATED JANUARY 1956, REVISED OCTOBER 1956, FILED IN PLAN BOOK 29 PAGE 29.
 - "PLAN OF LAND OF COLONIAL REALTY COMPANY IN KITTERY, MAINE" PREPARED BY MOULTON ENGINEERING CO., DATED JANUARY 14, 1974, RECORDED Y.C.R.D. BOOK 67 PAGE 16.
 - "PLAN OF LANDS OF JESSIE M. & VINCENT E. KING TAX MAP 29 LOTS 3 & 4 MARTIN ROAD KITTERY, MAINE SHOWING PROPOSED LOT LINE ADJUSTMENT" PREPARED BY CIVIL CONSULTANTS, DATED OCTOBER 16, 2001, RECORDED Y.C.R.D. BOOK 265 PAGE 45
 - "PROPERTY OF JOHN E. & JUDY B. HALEY ROUTE 236 KITTERY, MAINE" PREPARED BY JAMES C. ROGERS, DATED JULY 1978.
 - "PLAN SHOWING THE DENNETT FARM IN KITTERY, YORK COUNTY, MAINE" PREPARED BY C.S. GERRISH, DATED JULY 1944, RECORDED Y.C.R.D. BOOK 16 PAGES 90 & 91.



REV.	DATE	STATUS	BY	CHKD	APPD.
A	5/9/08	ADDED MONUMENTS SET ON MAY 9, 2008	RAB	RAB	RAB

STANDARD BOUNDARY SURVEY
FOR PROPERTY AT
41 Route 236
Kittery, York County, Maine
OWNED BY
Judy B. Haley **John E. Haley**
P.O. Box 441 601 Oleander Lane
Berwick, ME 03904 kissimmee, fl 34744-5253

North
W EASTERLY
SURVEYING, Inc.

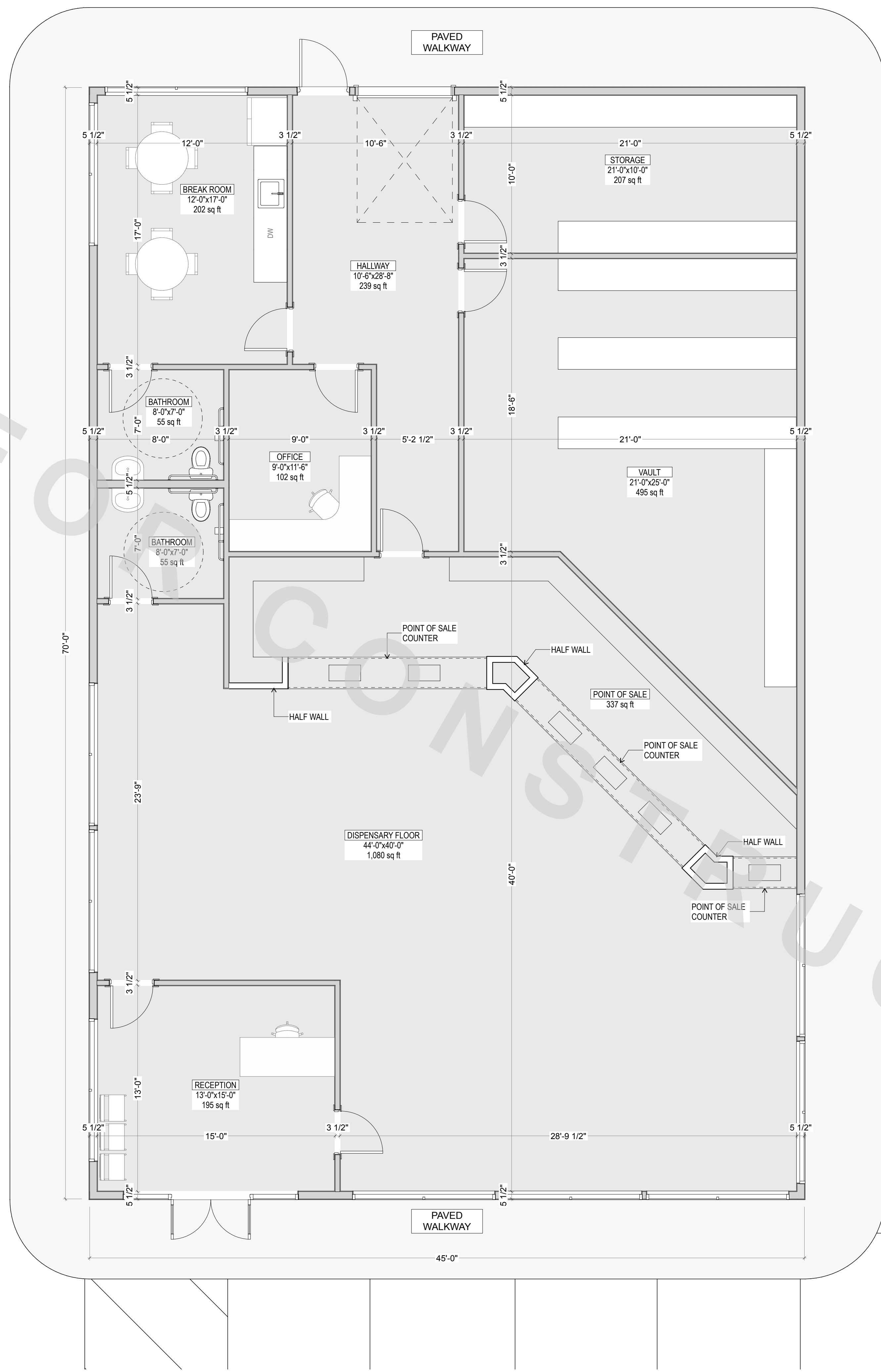
SURVEYORS IN N.H. & MAINE 191 STATE ROAD, SUITE #1
(207) 439-6333 KITTERY, MAINE 03904

SCALE: 1" = 30' PROJECT NO. 08619 DATE: 05/06/08 SHEET: 1 OF 1 DRAWN BY: G.D.W. CHECKED BY: R.A.B.

DRAWING No: 08619 Boundary FIELD BOOK No: "Kittery 21"

Tax Map 29 Lot 1

NOT FOR CONSTRUCTION



LEGEND & NOTES:	SQUARE FOOTAGE:
<ul style="list-style-type: none"> — NEW WALLS 1) DIMENSIONS ARE TO FACE OF ROUGH FRAMING (STUD TO STUD) U.N.O. 2) WINDOW HEADER DIMENSIONS ARE TO ROUGH OPENING 	FIRST FLOOR PROPOSED: 3,150 SF

1 FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"

DO NOT SCALE FROM THIS DRAWING.

Contractor shall measure and verify all dimensions on site prior to preparation of shop drawings, fabrication of parts, ordering materials or commencing works. This drawing is a part of a full set of drawings comprising the contract documents for the work of this project. The architect/owner accepts no responsibility for the contractors' errors or omissions if each trade does not have the full set of drawings and specifications.

Copyright 2021 ©
The material contained in these drawings and the design they are intended to convey are the exclusive property of Kevin Browne Architecture confidentially in connection with construction of the building depicted herein as authorized by Kevin Browne Architecture recipient agrees to abide by these restrictions. Any use, reproduction or disclosure of any information, in whole or in part, contained herein, without written permission of Kevin Browne Architecture, is expressly prohibited.

 Kevin Browne Architecture 207, 817, 3499 202 US route 1 ste 202 falmouth, me 04105 kba@kevinbrowne.com
REVISIONS: Work in Progress ISSUED FOR CONSTRUCTION
CONSULTANTS: BRANDON POLLOCK 41 ROUTE 236 KITTERY, MAINE
FIRST FLOOR PLAN DATE: 11/17/21 PROJECT NO.: 2021- DRAWN: KBA SCALE: AS NOTED
A1.1



100 foot Abutters List Report

Kittery, ME
November 17, 2021

Subject Property:

Parcel Number: 29-1
CAMA Number: 29-1
Property Address: 41 ROUTE 236

Mailing Address: LAPIERRE PROPERTIES LLC
32 ROUTE 236
KITTERY, ME 03904-5525

Abutters:

Parcel Number: 12-3-1
CAMA Number: 12-3-1
Property Address: 98 DENNETT ROAD

Mailing Address: 98 DENNETT ROAD LLC
12 ROSEBERRY LANE
KITTERY, ME 03904

Parcel Number: 20-15
CAMA Number: 20-15
Property Address: 33 ROUTE 236

Mailing Address: ROONEY, SEAN F. FINLEY, NANCY A.
33 ROUTE 236
KITTERY, ME 03904

Parcel Number: 20-17
CAMA Number: 20-17
Property Address: 37 ROUTE 236

Mailing Address: LAPIERRE PROPERTIES LLC
32 ROUTE 236
KITTERY, ME 03904-5525

Parcel Number: 20-18
CAMA Number: 20-18
Property Address: 122 MARTIN ROAD

Mailing Address: BURBANK, KAREN C
122 MARTIN ROAD
KITTERY, ME 03904-1013

Parcel Number: 29-2
CAMA Number: 29-2
Property Address: 140 MARTIN ROAD

Mailing Address: CALDWELL, VIOLA F
140 MARTIN ROAD
KITTERY, ME 03904-1013

Parcel Number: 29-3
CAMA Number: 29-3
Property Address: 136 MARTIN ROAD

Mailing Address: ENRIGHT, BONNIE M.
136 MARTIN ROAD
KITTERY, ME 03904

Parcel Number: 29-31
CAMA Number: 29-31
Property Address: 6 MEADOW LANE

Mailing Address: KITTERY LAND TRUST INC
PO BOX 467
KITTERY, ME 03904-0467

Parcel Number: 29-4
CAMA Number: 29-4
Property Address: 132 MARTIN ROAD

Mailing Address: KING, VINCENT E KING, JESSIE M
132 MARTIN ROAD
KITTERY, ME 03904-1013

Parcel Number: 29-44
CAMA Number: 29-44
Property Address: 32 ROUTE 236

Mailing Address: LAPIERRE PROPERTIES LLC
32 ROUTE 236
KITTERY, ME 03904-5525

Parcel Number: 29-6
CAMA Number: 29-6
Property Address: 124 MARTIN ROAD

Mailing Address: ORLANDO, THOMAS PETTER
HUDDLESTON, KELLIE E.
124 MARTIN ROAD
KITTERY, ME 03904



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.

John C. Perry, President
James E. Golter, Treasurer
Julia H. O'Connell, Secretary

Robert A. Gray, Trustee
Julia H. Pelkey, Trustee
Michael S. Rogers, Superintendent

OFFICE OF
KITTERY WATER DISTRICT

17 State Road
Kittery, ME 03904-1565
TEL: 207-439-1128
FAX: 207-439-8549
E-Mail: kitterywater@comcast.net

Kittery Planning Board
200 Rogers Road
Kittery, ME 03904

November 9, 2021

Re: Proposed Building – 41 Route 236, Kittery

Dear Planning Board Members,

Please accept this letter as verification that the Kittery Water District does have the capacity to supply municipal water service to the proposed building to be located at 41 Route 236, Kittery.

Sincerely,



Michael S. Rogers
Superintendent

cc: Brian Nielsen, Attar Engineering



TOWN OF KITTERY, MAINE

SEWER DEPARTMENT

200 Rogers Road, Kittery, ME 03904

Telephone: (207) 439-4646 Fax: (207) 439-2799

Brian Nielsen
41 Route 236,
Kittery, ME 03904

November 9, 2021

RE:Sewer Availability

Brian,

This letter is to confirm that there is sanitary sewer service available for your project Located at 41 Route 236, the sewer system (piping and pumping stations) and the treatment facility has the capacity and ability to handle the increased flow.

If you have further questions or concerns, please contact me.

Sincerely Yours

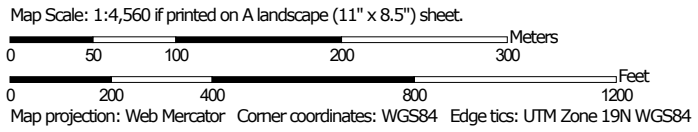
Timothy Babkirk

Timothy Babkirk
Superintendent of Sewer Services
Town of Kittery
200 Rogers Rd
Kittery ME 03904
1-207-439-4646
tbabkirk@kitteryme.org

Soil Map—York County, Maine



Soil Map may not be valid at this scale.



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

Water Features



Streams and Canals

Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

Background



Aerial Photography

MAP INFORMATION

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

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

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

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

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: York County, Maine

Survey Area Data: Version 20, Aug 31, 2021

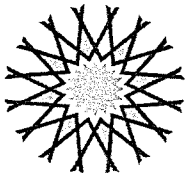
Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Dec 31, 2009—Sep 9, 2017

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

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Bm	Biddeford mucky peat, 0 to 3 percent slopes	36.3	38.4%
CoB	Colton gravelly sandy loam, 0 to 8 percent slopes	0.4	0.4%
CoC	Colton gravelly sandy loam, 8 to 15 percent slopes	15.5	16.4%
LnB	Lyman loam, 3 to 8 percent slopes, rocky	8.8	9.3%
LnC	Lyman loam, 8 to 15 percent slopes, rocky	14.2	15.0%
LyB	Lyman-Rock outcrop complex, 3 to 8 percent slopes	6.7	7.1%
Sc	Scantic silt loam, 0 to 3 percent slopes	3.7	3.9%
SeB	Scio silt loam, 3 to 8 percent slopes	3.3	3.5%
Ur	Urban land	5.6	5.9%
Totals for Area of Interest		94.4	100.0%



ATTAR

ENGINEERING, INC

CIVIL • STRUCTURAL • MARINE

**Re: 41 Route 236
Adult-Use Marijuana Retail**

To whom it may concern:

Please be advised that Attar Engineering is submitting a Site Plan Application to the Town of Kittery on behalf of Well Field 44, LLC of 8 Dexter Lane Suite # 8, Kittery, ME 03904.

The proposed application includes plans for an Adult-Use Marijuana Store to be opened at 41 Route 236 in Kittery, Maine. The proposed store would be in a new building constructed in the future. The new construction cannot occur without Planning Board approval. The site is identified as Assessor's Tax Map 29 Lot 1.

The application and Site Plan will be available at the Town Hall in the Office of Planning and Development. Please reach out to the Office of Planning and Development with any questions regarding the application itself or the application process.

For the dates and times when this project will be discussed at the public meetings or hearings, please call the Office of Planning and Development at 207 475-1304.

Thank you for taking the time to read our letter and we look forward to discussing the project with you.

Sincerely,

Brian Nielsen
Staff Engineer



100 foot Abutters List Report

Kittery, ME
November 17, 2021

Subject Property:

Parcel Number: 29-1
CAMA Number: 29-1
Property Address: 41 ROUTE 236

Mailing Address: LAPIERRE PROPERTIES LLC
32 ROUTE 236
KITTERY, ME 03904-5525

Abutters:

Parcel Number: 12-3-1
CAMA Number: 12-3-1
Property Address: 98 DENNETT ROAD

Mailing Address: 98 DENNETT ROAD LLC
12 ROSEBERRY LANE
KITTERY, ME 03904

Parcel Number: 20-15
CAMA Number: 20-15
Property Address: 33 ROUTE 236

Mailing Address: ROONEY, SEAN F. FINLEY, NANCY A.
33 ROUTE 236
KITTERY, ME 03904

Parcel Number: 20-17
CAMA Number: 20-17
Property Address: 37 ROUTE 236

Mailing Address: LAPIERRE PROPERTIES LLC
32 ROUTE 236
KITTERY, ME 03904-5525

Parcel Number: 20-18
CAMA Number: 20-18
Property Address: 122 MARTIN ROAD

Mailing Address: BURBANK, KAREN C
122 MARTIN ROAD
KITTERY, ME 03904-1013

Parcel Number: 29-2
CAMA Number: 29-2
Property Address: 140 MARTIN ROAD

Mailing Address: CALDWELL, VIOLA F
140 MARTIN ROAD
KITTERY, ME 03904-1013

Parcel Number: 29-3
CAMA Number: 29-3
Property Address: 136 MARTIN ROAD

Mailing Address: ENRIGHT, BONNIE M.
136 MARTIN ROAD
KITTERY, ME 03904

Parcel Number: 29-31
CAMA Number: 29-31
Property Address: 6 MEADOW LANE

Mailing Address: KITTERY LAND TRUST INC
PO BOX 467
KITTERY, ME 03904-0467

Parcel Number: 29-4
CAMA Number: 29-4
Property Address: 132 MARTIN ROAD

Mailing Address: KING, VINCENT E KING, JESSIE M
132 MARTIN ROAD
KITTERY, ME 03904-1013

Parcel Number: 29-44
CAMA Number: 29-44
Property Address: 32 ROUTE 236

Mailing Address: LAPIERRE PROPERTIES LLC
32 ROUTE 236
KITTERY, ME 03904-5525

Parcel Number: 29-6
CAMA Number: 29-6
Property Address: 124 MARTIN ROAD

Mailing Address: ORLANDO, THOMAS PETTER
HUDDLESTON, KELLIE E.
124 MARTIN ROAD
KITTERY, ME 03904



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.

Michael Cuomo, Soil Scientist
6 York Pond Road, York, Maine 03909
207 363 4532
mcuomosoil@gmail.com

23 November 2021

Brian Nielsen
Attar Engineering, Inc.
1284 State Road
Eliot, Maine 03903

Dear Mr. Nielsen;

This letter is in reference to the Island Marine property located at 41 Route 236 in Kittery, Maine. On 22 November 2021 I conducted a wetland delineation on this property to assist you in planning the redevelopment of this parcel.

Wetlands are defined by the town of Kittery Land Use ordinance as follows:

Wetland means areas that under normal circumstances have hydrophytic vegetation, hydric soils, and wetland hydrology as determined in the Corps of Engineers Wetlands Delineation Manual - *Waterways Experiment Station Technical Report Y-87-1, January 1987*" (1987 manual). This definition of wetland is based on the 1987 manual and is not subject to further revisions and/or amendments.

Wetland characteristics were identified in the field using the technical criteria in the *Regional Supplement to the Corps of Engineers Wetlands Delineation Manual: Northcentral and Northeast Region*. The soil component was classified using the *Field Indicators of Hydric Soils in the United States*. The wetland status of plants were determined using the *National List of Plant Species that Occur in Wetlands: Northeast (Region 1)*. This is the standard used by State and Federal regulators.

Two wetlands were identified which meet the above definition. Blue flags A1 to A27 and flags B1 to B7 identify two sides of the same wetland. This is a large wetland, greater than an acre in size, and it continues off the property to the south. This wetland contains forested, shrub, and emergent marsh cover types. The emergent marsh vegetation appears larger than 20,000 square feet in area.

The second wetland is identified by flags C1 to C15 along the eastern property line. This shrub and forested wetland is

greater than an acre in size and continues off the property to the north and also drains across Route 236 through a culvert to the east. Flags C7 through C9 identify a portion of the wetland confined to a ditch at the base of the fill slope along Route 236.

Both of these wetlands have been partially filled.

I recommend you have the site investigated for vernal pools early in the Spring.

Please call if you have questions about this work or if I may be of further assistance.

Sincerely,



Michael Cuomo
Maine Soil Scientist #211



**TRAFFIC IMPACT STUDY
41 ROUTE 236
KITTERY, MAINE**

December 29, 2021

Prepared for:

**Well Field 44, LLC.
8 Dexter Lane, Suite 8
Kittery, ME 03904**



Diane W. Morabito



Sewall
The evolution of expertise

A **TFIC** Company

INTRODUCTION

The purpose of this report is to summarize a traffic impact study performed by James W. Sewall Company (Sewall) for a proposed marijuana retail sales shop to be located at 41 Route 236 in Kittery, Maine. The site location is shown on the map in Figure 1. The gross square footage (S.F.) of the proposed building is 3,150. Access to the site will be provided by a new full-movement drive to Route 236.

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

It is understood that the shop is expected to be constructed in 2022 and be opened by the end of 2022. Hence, 2023 was utilized as the study year, to allow for full occupancy, for traffic analysis purposes.

TRIP GENERATION ANALYSIS

The number of trips to be generated by the proposed marijuana sales facility was estimated utilizing the latest Institute of Transportation Engineers (ITE) "Trip Generation, 11th edition". Land use code (LUC) 882 – Marijuana Dispensary was utilized on the basis of 3,150 gross S.F. The results are summarized below:

<u>Time Period</u>	ITE TRIP GENERATION <u>One-Way Trip-Ends</u>
Weekday	666
AM Peak Hour – Adjacent Street	33
Entering	17
Exiting	16
AM Peak Hour – Generator	52
Entering	28
Exiting	24
PM Peak Hour – Adjacent Street	60
Entering	30
Exiting	30

<u>Time Period</u>	<u>One-Way Trip-Ends</u>
PM Peak Hour – Generator	77
Entering	38
Exiting	39
Saturday Peak Hour - Generator	91
Entering	46
Exiting	45

The preceding results show that the proposed marijuana shop is expected to generate from 33 to 91 one-way trips in peak hours. The highest peak hour trip generation will occur during the weekday PM and Saturday peak hour periods, typical of retail establishments. Hence, these were selected as the analysis periods for the study.

In terms of state traffic permitting, any previous development on the lot, or adjacent lots under common ownership, within the past ten years must also be considered. The proposed building is being developed on a site that was previously developed with the Pine Brook Business Suites. It is understood that this existing building is 7,292 S.F. and is currently fully occupied with the following uses:

- 6,342 S.F. General Offices
- 300 S.F. Doctor Office
- One Residential Apartment

The trips for Pine Brook Business Suites were estimated using the following ITE land use codes on the noted bases:

- LUC 710 - General Offices – 6,342 S.F.
- LUC 720 – Medical-Dental Office - 300 S.F.
- LUC 210 – Single Family House – 1 Dwelling Unit

These results are summarized in the following table along with the marijuana sales facility trips:

<u>Time Period</u>	ITE TRIP GENERATION (one-way trip-ends)				
	<u>Retail</u>	<u>Offices</u>	<u>Medical</u>	<u>Apt.</u>	<u>Total</u>
AM Peak Hour – Adjacent Street	33	16	1	1	51
Entering	17	14	1	0	32
Exiting	16	2	0	1	19
AM Peak Hour – Generator	52	16	4	1	73
Entering	28	14	2	0	44
Exiting	24	2	2	1	29
PM Peak Hour – Adjacent Street	60	17	1	1	79
Entering	30	3	0	1	34
Exiting	30	14	1	0	45
PM Peak Hour – Generator	77	17	1	1	96
Entering	38	3	0	1	42
Exiting	39	14	1	0	54
Saturday Peak Hour - Generator	91	3	1	1	96
Entering	46	2	1	1	50
Exiting	45	1	0	0	46

As seen above, the proposed marijuana sales shop, when combined with the adjacent Pine Brook Business Suites, is projected to generate a maximum of 96 one-way trips in peak hours. Since the 100-trip threshold is not met a traffic movement permit (TMP) should not be required by MaineDOT. However, given that the results are close to the threshold this information has been provided to MaineDOT in a letter for confirmation that a TMP is not required.

TRAFFIC VOLUMES

Turning movement/classification counts were conducted by Sewall during the weekday PM peak hour (3:00 - 6:00) and the Saturday peak hour (11:00 – 2:00) periods at the signalized intersection of Route 236, Martin Road and Stevenson Road to determine existing volumes as outlined below:

<u>Intersection</u>	<u>Count Date</u>	<u>Count Period</u>	<u>Peak Hour</u>
Route 236, Martin and Stevenson Roads	12/9/21	Weekday PM	3:00 – 4:00
Route 236, Martin and Stevenson Roads	12/11/21	Saturday	11:15 – 12:15

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 July and August in Maine. The results are shown in Figure 2. Given that counts were conducted in December the seasonal factoring is quite high (13 %).

A review of the results show that the weekday PM peak hour volumes are significantly higher for all intersection approaches as well as overall. The total weekday PM peak hour volumes are 42 % higher than the Saturday peak hour. As a result, the weekday PM peak hour of the adjacent street was determined to be the analysis period for this study.

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

<u>Location Description</u>	Average Annual Daily Traffic			
	<u>2010</u>	<u>2013</u>	<u>2016</u>	<u>2019</u>
Route 236, southeast of Stevenson Road	18120	18630	17760	17870
Route 236, northwest of Martin Road	17790	18660	17780	17420

As seen above, traffic volumes have generally been declining along this section of Route 236 over the longer-term period 2010 to 2019. To be conservative, a 1/2 % growth rate was used to project the existing 2021 volumes to 2023 conditions.

The Town of Kittery Planner was contacted to determine if there are any other approved (but unbuilt) developments, expected to significantly impact future Route 236 volumes in the area, which should be considered in the traffic analysis. The Planner identified the mixed-use 76 Dennett Road development as a potential project. The Planner provided the Traffic Impact Study, which was prepared by Hoyle, Tanner & Associates Inc. Based upon a review of the trip assignments in the study, this project is not expected to impact Route 236 volumes in this area significantly. Hence, the projected 2023 No Build volumes, allowing for annual traffic growth rate, are shown in Figure 3.

The trip assignments for the retail shop were assigned using the travel patterns recorded during the counts. Based upon ITE data, approximately 34 % of retail trips are pass-by during the PM peak hour period. A lesser 25 % was assumed for this analysis to be conservative. The resulting trip assignments for the PM peak hour of the adjacent street are shown in Figure 4. Based upon the trip assignments the shop 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 more than 25 lane hour trips. Based upon the trip assignments, the marijuana sales shop will generate a maximum of 18 lane hours during the PM peak hour analysis period. Given the trip assignments, the study area encompasses the site drive intersection, but it was extended to the nearby intersection of Martin and Stevenson Roads to evaluate off-site impact. Lastly, the projected Build 2022 volumes are shown in Figure 5.

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 nearby signalized intersection of Stevenson and Martin Road for 2023 No Build and Build conditions using Synchro 11 and SimTraffic (the average of five runs) to evaluate off-site impact. The results are provided in the appendix and are summarized in the following table:

Route 236, Stevenson Road & Martin Road		
PM Peak Hour Level of Service		
<u>Approach/Movement</u>	No Build <u>2023</u>	Build <u>2023</u>
Eastbound Martin Road Lefts/Thrus	D (46.8)	D (42.7)
Eastbound Martin Road Rights	A (7.0)	B (12.9)
Eastbound Martin Road Overall	C (32.7)	C (32.1)
Westbound Stevenson Road Lefts/Thrus	D (46.6)	D (41.8)
Westbound Stevenson Road Rights	C (28.3)	C (21.3)
Westbound Stevenson Road Overall	D (37.4)	C (33.2)
Northbound Route 236 Lefts	D (45.4)	D (48.7)
Northbound Route 236 Thru/Rights	B (16.0)	B (21.9)
Northbound Route 236 Overall	B (16.5)	B (22.3)
Southbound Route 236 Lefts	D (46.5)	D (48.6)
Southbound Route 236 Thru/Rights	A (5.7)	A (7.0)
Southbound Route 236 Overall	A (8.1)	A (9.4)
Intersection Overall	B (14.3)	B (17.8)

As seen above, the signalized intersection is projected to operate at LOS "B" overall in 2023 under both No Build and Build volumes with all lanes at an acceptable LOS "D" or better. The new trips to Route 236 from the proposed shop will have no significant impact on operations or delays at this intersection as expected given the limited off-site volumes.

UN SIGNALIZED INTERSECTION ANALYSIS

Level of service was also calculated for the proposed site drive intersection to assess drive operations and determine the need for any improvements, such as dual exit lanes. The results, based upon the average of five SimTraffic runs, are as follows:

Route 236 & Site Drive	
PM Peak Hour Level of Service	
<u>Approach/Movement</u>	Build <u>2023</u>
Northbound Route 236 Lefts/Throughs	A (3.5)
Southbound Route 236 Throughs/Rights	A (3.1)
Eastbound Site Drive	F (72.0)

As seen in the preceding table, the unsignalized site drive is projected to operate at LOS “F” during the PM peak hour under projected 2023 volumes. Given this result, dual exit lanes are recommended to allow right turners to by-pass vehicles waiting to exit left, thus improving the overall level of service. Given the projected drive volumes, and the HCM queue results as well as the SimTraffic results, and considering wetland impacts, a 25’ long right turn lane is recommended for the site drive. This will decrease overall delays exiting the site and improve the level of service for the exit drive while minimizing wetland impacts.

Additionally, the SimTraffic results show a 95th percentile queue length northbound on Route 236 at the site drive of 180’. In comparison, the HCM results show less than a one vehicle queue. Given the SimTraffic results, consideration should be given to a left-turn lane on Route 236 to store traffic entering the site in peak hours. However, the high seasonal factoring (December to summer), the lack of local marijuana shop data to verify the ITE trip generation rates, the inconsistencies in results based on the two analysis programs and the apparent wetland impacts associated with the construction of a left-turn lane, it is recommended that a post-occupancy monitoring study be performed at the site drive after the shop is fully occupied under peak summer conditions. This study will determine actual volumes generated by the shop, observe queue lengths, and will assess if a left-turn lane is needed on Route 236 to store traffic entering the site. Typically, turn lanes are not required for projects that do not require a Traffic Movement Permit from MaineDOT. If a left-turn lane is warranted on Route 236 then the design will need to go through the MaineDOT developer review and approval process to gain construction authorization.

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.

The MaineDOT Map Viewer was reviewed for high crash locations in the vicinity of the site; along Route 236 from the I-95 southbound ramps westerly to the intersection of Hanscom Road. There are no high crash locations along this one plus mile length of Route 236 so no further accident review or evaluation is necessary.

DRIVEWAY SIGHT DISTANCE

One of the most important safety factors to consider for a project is sight distance from the access drives. This sight distance is measured ten feet back from the edge of travel way at a driver's eye height of 3.5 feet to an object height of 4.25 feet. Sewall recommends a minimum sight distance of 400 feet for the 40 mile per hour speed limit on this portion of Route 236. The Town of Kittery's code also requires 400' of sight distance for 40 mph roadways.

Sewall field checked the sight distances from the proposed drive location and found it will exceed 500' to the left and 700' to the right with appropriate driveway grading and guardrail placement. Some larger brush removal may also be required on the roadside banking to the north (left).

Hence, sight distance will be adequate to provide for safe access with appropriate drive and guardrail design. It is important to note that no signage or landscaping should be located in the driveway sight triangle which could obscure or limit the driveway sight distances in the future.

SUMMARY AND RECOMMENDATIONS

The proposed marijuana sales facility is expected to generate between 33 and 91 new one-way trips during peak hours based upon ITE data. Based upon the traffic count results, with consideration of the site's peak hours, the weekday PM peak hour of the adjacent street was selected for the traffic analysis. Also based upon the trip assignments, the study area was defined as extending from the site through the site drive intersection, but it was extended to the nearby intersection of Martin and Stevenson Roads to demonstrate off-site impact.

In terms of capacity, the signalized intersection of Martin and Stevenson Road currently operates at a good level of service "B" during the weekday PM peak hour. Under projected Build volumes the LOS will remain at this level with no capacity concerns.

The site drive is projected to operate at LOS "F" given the lack of gaps in the Route 236 traffic stream. Given this result, a 25' right-turn lane is recommended for the site drive to allow right-turners to by-pass motorists waiting to exit left, thus improving the overall LOS for the drive. Additionally, the two models showed differing results for queue lengths on Route 236 due to entering left turns.

Since the construction of a left -turn lane on Route 236 would impact wetlands on the east side of Route 236 and recognizing that high seasonal factoring (December to summer), the lack of local marijuana shop data to verify the ITE trip generation rates and the inconsistencies in results based on the two analysis programs, Sewall recommends a post-occupancy monitoring study of the drive intersection to assess the need for a left-turn lane on Route 236 to store traffic entering the site. This study should be performed at the site drive after the shop is fully occupied under peak summer conditions. This study will determine actual volumes generated by the shop, observe queue lengths, and assess if a left-turn lane is needed on Route 236 to store traffic entering the site. If a left-turn lane is warranted on Route 236 then the design will need to go through the MaineDOT developer review and approval process to gain construction authorization.

In terms of safety, there are no high crash locations within the vicinity of the site. Sight distance from the access drive will be adequate with proper drive design and some potential brush clearing.



Figure 1

Site Location Map

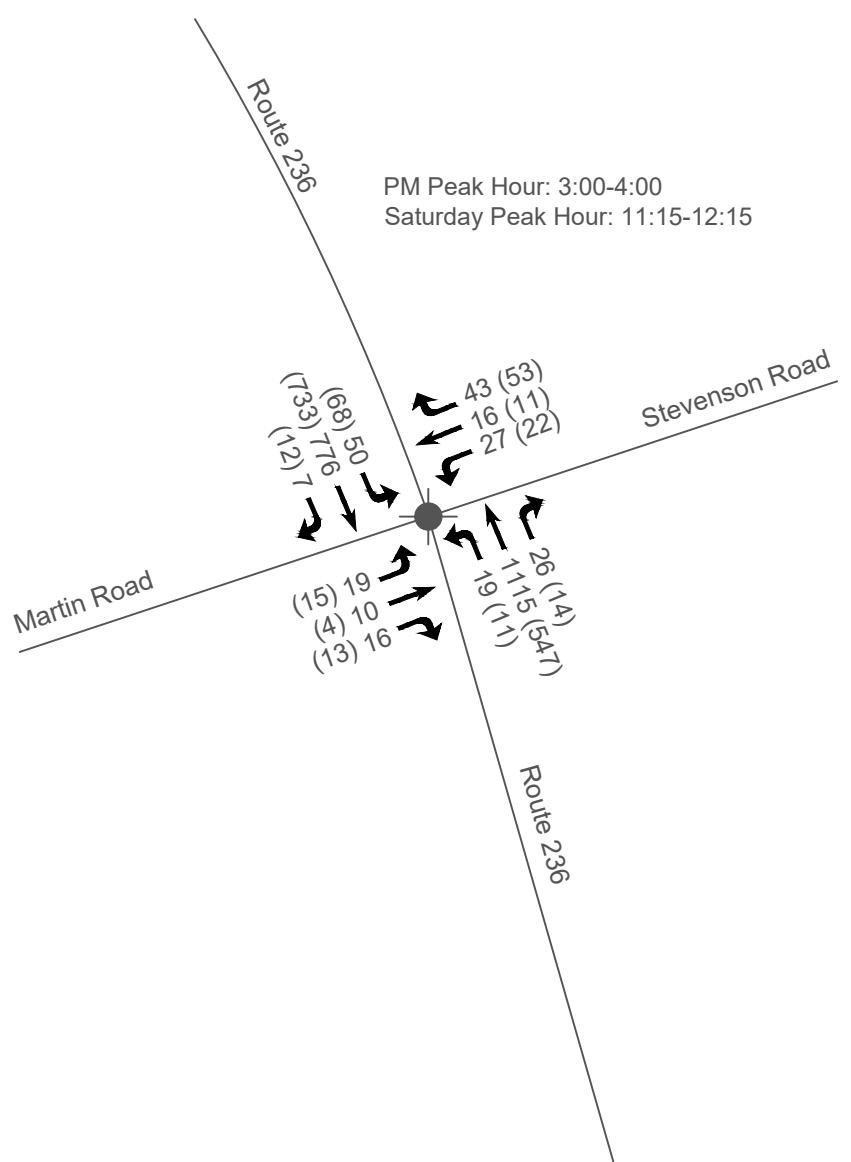
41 Route 236 Marijuana Sales

Kittery, Maine





XX - PM Peak Hour
 (XX) - Saturday Peak Hour



Signalized Intersection



Figure 2

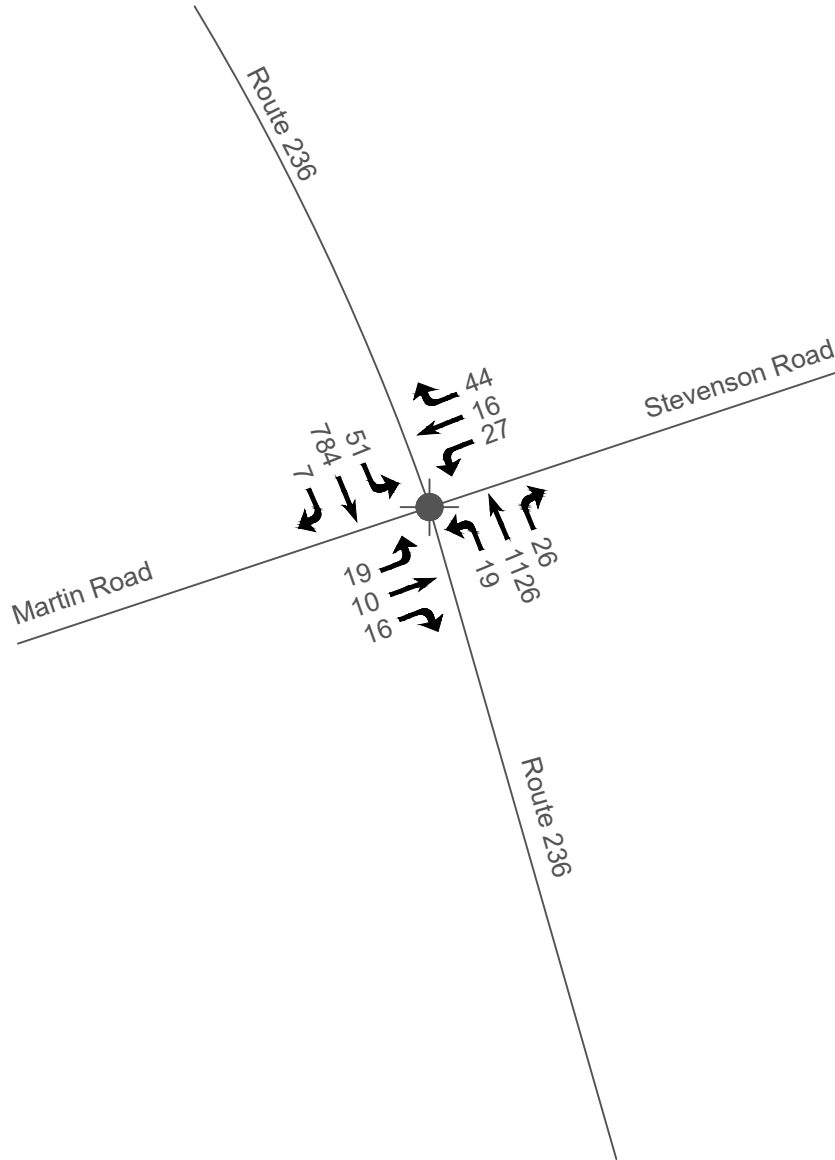
2021 Existing Peak Hour Volumes

41 Route 236 Marijuana Sales

Kittery, Maine



PM Peak Hour: 3:00-4:00



Signalized Intersection



Figure 3

2023 No Build Peak Hour Volumes

41 Route 236 Marijuana Sales

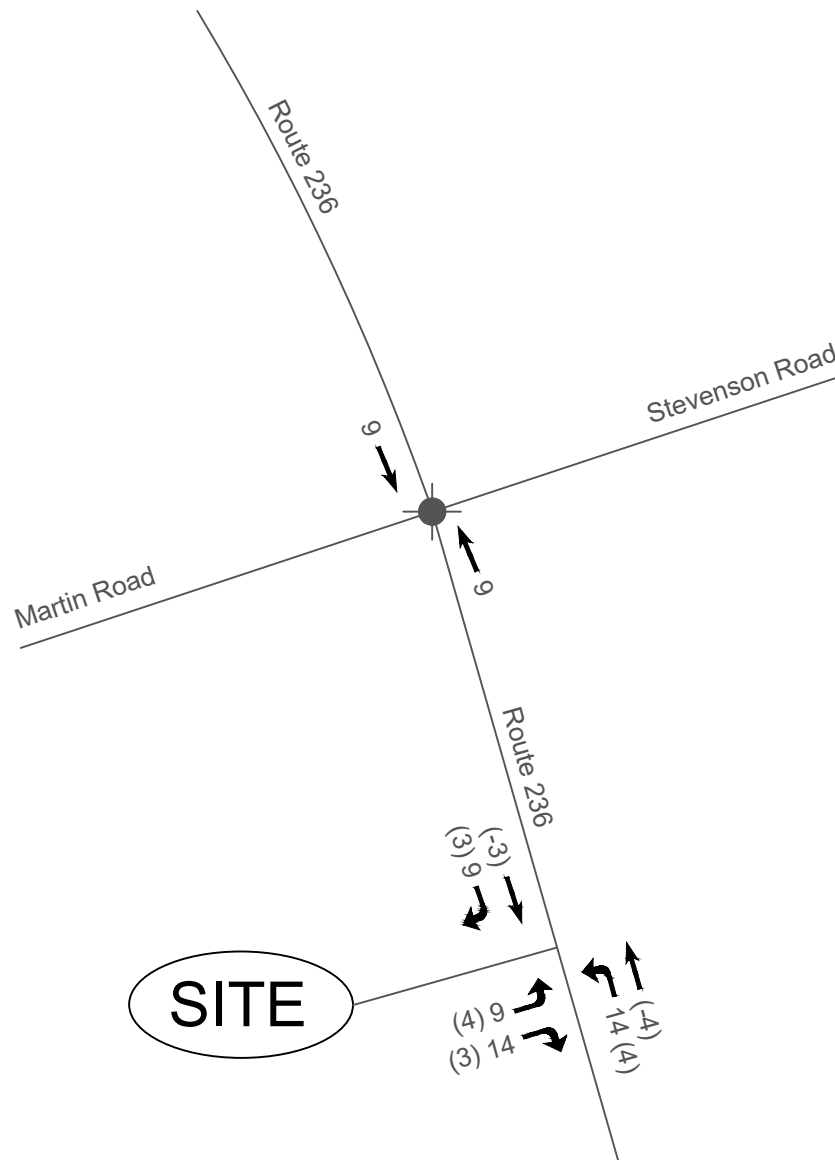
Kittery, Maine





-- Primary Trips: 46
23 In
23 Out

(--) Pass-By Trips: 14
7 In
7 Out



Signalized Intersection

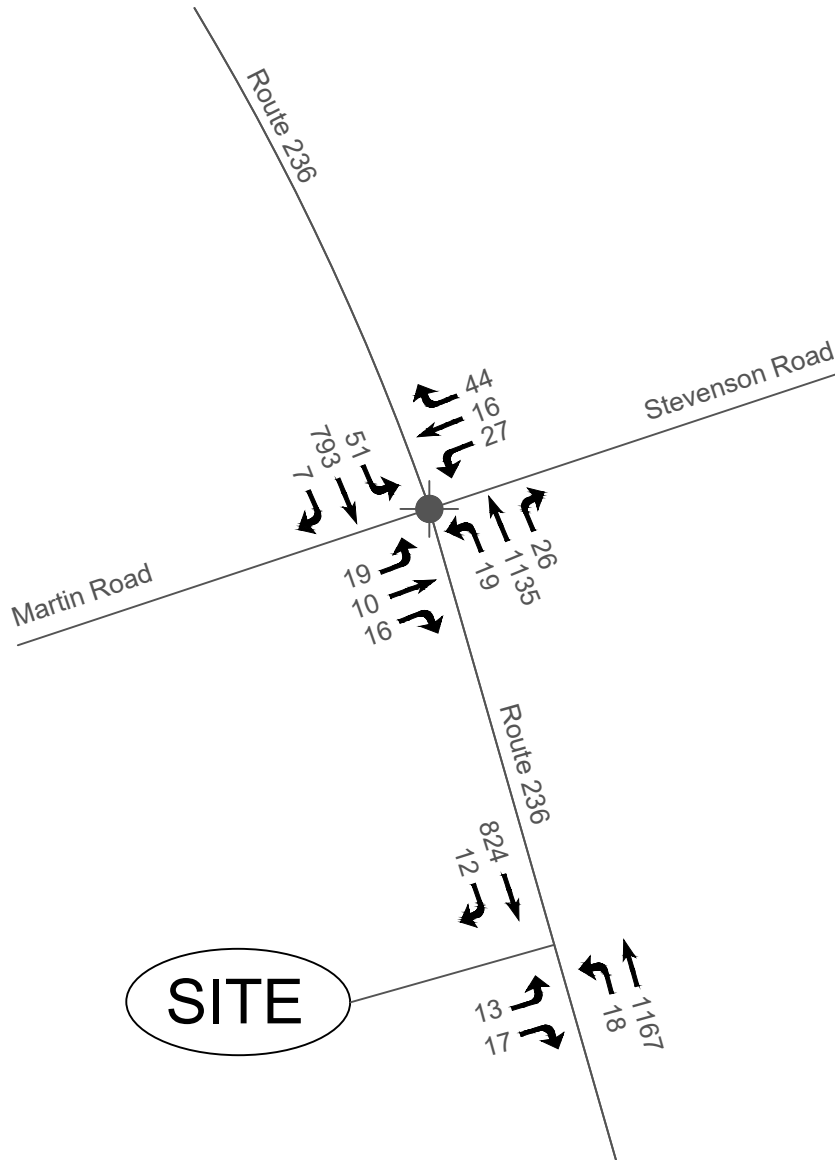


Figure 4

PM Peak Hour Trip Assignments
41 Route 236 Marijuana Sales
Kittery, Maine



PM Peak Hour: 3:00-4:00



Signalized Intersection



Figure 5

2023 Build Peak Hour Volumes

41 Route 236 Marijuana Sales

Kittery, Maine



APPENDIX

Turning Movement Counts

Capacity Analysis

Sewall

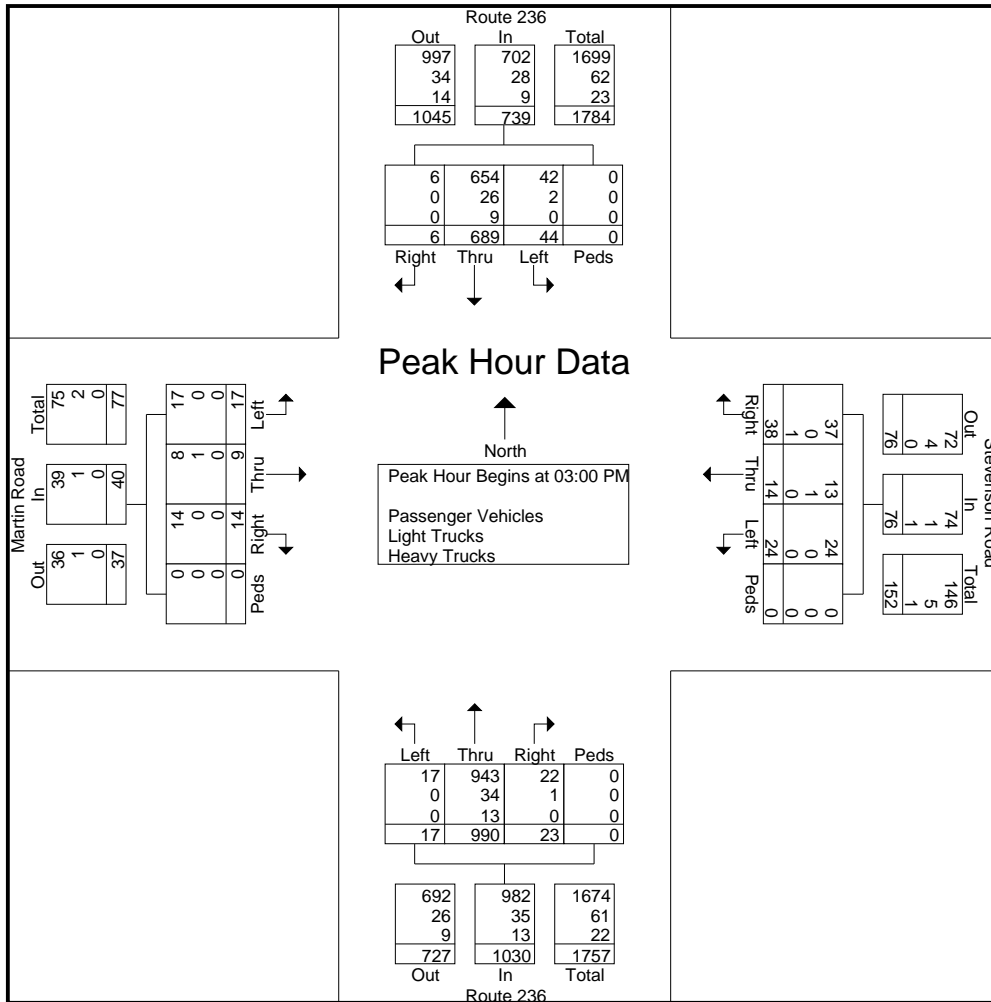
40 Forest Falls Drive
Yarmouth, ME 04096

TITLE: Route 236, Martin & Stevenson Rds
TOWN: Kittery
COUNTER: JM
WEATHER: Sun/Clouds

File Name : KitteryRoute236MartinStevenPM2021
Site Code : 00129326
Start Date : 12/9/2021
Page No : 2

Start Time	Route 236 Southbound					Stevenson Road Westbound					Route 236 Northbound					Martin Road Eastbound					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
Peak Hour Analysis From 03:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 03:00 PM																					
03:00 PM	1	168	9	0	178	16	1	9	0	26	3	240	2	0	245	3	1	2	0	6	455
03:15 PM	0	181	10	0	191	5	3	6	0	14	6	254	2	0	262	3	2	3	0	8	475
03:30 PM	3	171	11	0	185	8	4	2	0	14	6	268	7	0	281	3	3	6	0	12	492
03:45 PM	2	169	14	0	185	9	6	7	0	22	8	228	6	0	242	5	3	6	0	14	463
Total Volume	6	689	44	0	739	38	14	24	0	76	23	990	17	0	1030	14	9	17	0	40	1885
% App. Total	0.8	93.2	6	0		50	18.4	31.6	0		2.2	96.1	1.7	0		35	22.5	42.5	0		
PHF	.500	.952	.786	.000	.967	.594	.583	.667	.000	.731	.719	.924	.607	.000	.916	.700	.750	.708	.000	.714	.958
Passenger Vehicles	100	94.9	95.5	0	95.0	97.4	92.9	100	0	97.4	95.7	95.3	100	0	95.3	100	88.9	100	0	97.5	95.3
% Passenger Vehicles																					
Light Trucks	0	3.8	4.5	0	3.8	0	7.1	0	0	1.3	4.3	3.4	0	0	3.4	0	11.1	0	0	2.5	3.4
% Light Trucks																					
Heavy Trucks	0	9	0	0	9	1	0	0	0	1	0	13	0	0	13	0	0	0	0	0	23
% Heavy Trucks	7	776	50			43	16	27			26	1115	19			16	10	19			

Gr. I = 0.98/.87
= 1.126



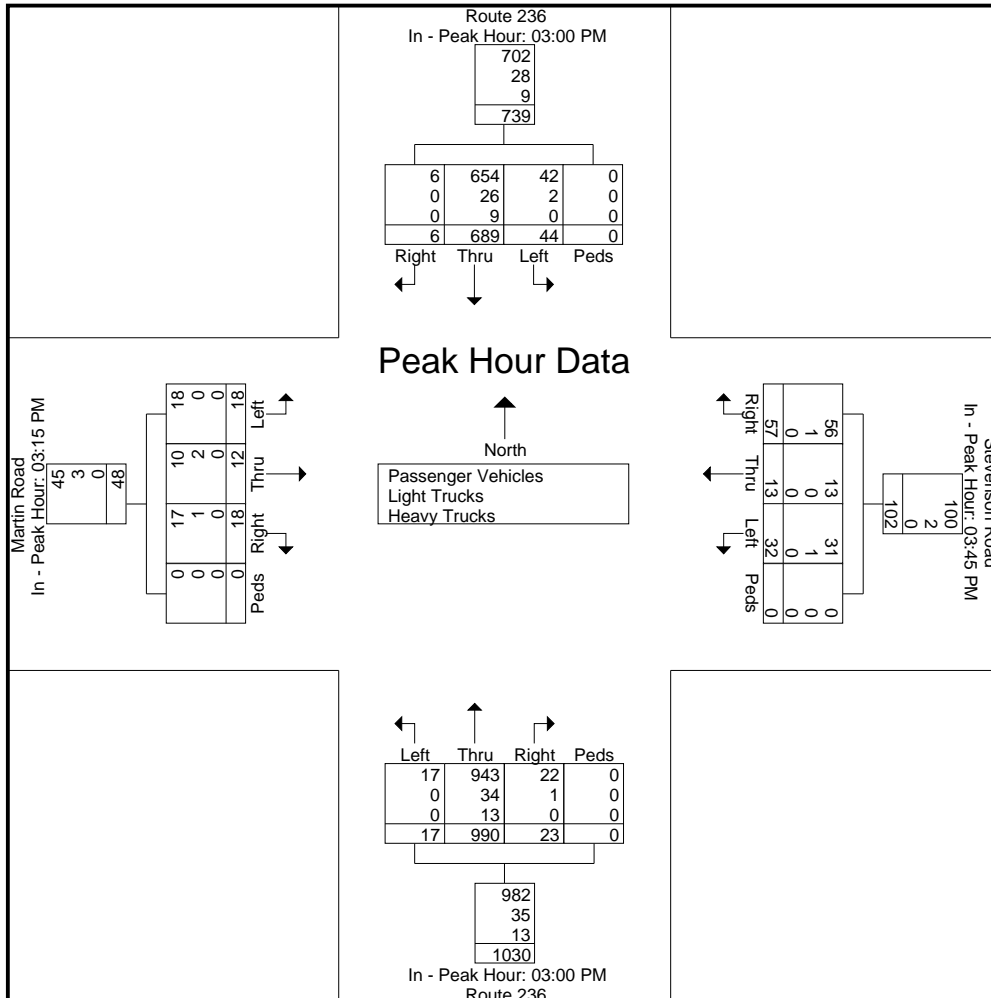
Sewall

40 Forest Falls Drive
Yarmouth, ME 04096

TITLE: Route 236, Martin & Stevenson Rds
TOWN: Kittery
COUNTER: JM
WEATHER: Sun/Clouds

File Name : KitteryRoute236MartinStevenPM2021
Site Code : 00129326
Start Date : 12/9/2021
Page No : 3

Start Time	Route 236 Southbound					Stevenson Road Westbound					Route 236 Northbound					Martin Road Eastbound					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
Peak Hour Analysis From 03:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Each Approach Begins at:																					
	03:00 PM					03:45 PM					03:00 PM					03:15 PM					
+0 mins.	1	168	9	0	178	9	6	7	0	22	3	240	2	0	245	3	2	3	0	8	
+15 mins.	0	181	10	0	191	18	4	9	0	31	6	254	2	0	262	3	3	6	0	12	
+30 mins.	3	171	11	0	185	15	3	6	0	24	6	268	7	0	281	5	3	6	0	14	
+45 mins.	2	169	14	0	185	15	0	10	0	25	8	228	6	0	242	7	4	3	0	14	
Total Volume	6	689	44	0	739	57	13	32	0	102	23	990	17	0	1030	18	12	18	0	48	
% App. Total	0.8	93.2	6	0		55.9	12.7	31.4	0		2.2	96.1	1.7	0		37.5	25	37.5	0		
PHF	.500	.952	.786	.000	.967	.792	.542	.800	.000	.823	.719	.924	.607	.000	.916	.643	.750	.750	.000	.857	
Passenger Vehicles																					
% Passenger Vehicles	100	94.	95.	0	95	98.	100	96.	0	98	95.	95.	100	0	95.3	94.	83.	100	0	93.8	
Light Trucks	0	26	2	0	28	1	0	1	0	2	1	34	0	0	35	1	2	0	0	3	
% Light Trucks	0	3.8	4.5	0	3.8	1.8	0	3.1	0	2	4.3	3.4	0	0	3.4	5.6	16.	7	0	6.2	
Heavy Trucks	0	9	0	0	9	0	0	0	0	0	0	13	0	0	13	0	0	0	0	0	
% Heavy Trucks																					



Sewall

40 Forest Falls Drive
Yarmouth, ME 04096

TITLE: Route 236, Stevenson & Martin Rd
TOWN: Kittery
COUNTER: JM
WEATHER: Rain/clouds

File Name : KitteryRoute236MartinSteveSat2021
Site Code : 01211121
Start Date : 12/11/2021
Page No : 1

Groups Printed- Passenger Vehicles - Light Trucks - Heavy Trucks

Start Time	Route 236 Southbound					Stevenson Road Westbound					Route 236 Northbound					Martin Road Eastbound					Int. Total
	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	Right	Thru	Left	Peds	App. Total	
11:00 AM	1	147	17	0	165	8	1	1	0	10	1	123	2	0	126	3	5	2	0	10	311
11:15 AM	4	185	15	0	204	15	3	5	0	23	2	122	5	0	129	4	2	2	0	8	364
11:30 AM	1	154	13	0	168	10	2	6	0	18	4	122	3	0	129	4	1	3	0	8	323
11:45 AM	4	167	17	0	188	11	4	3	0	18	1	130	1	0	132	2	1	4	0	7	345
Total	10	653	62	0	725	44	10	15	0	69	8	497	11	0	516	13	9	11	0	33	1343
12:00 PM	2	160	17	0	179	12	1	6	0	19	6	122	1	0	129	2	0	5	0	7	334
12:15 PM	2	141	13	0	156	8	2	4	0	14	2	145	3	0	150	4	2	5	0	11	331
12:30 PM	2	176	16	0	194	9	1	5	0	15	4	110	2	0	116	10	4	5	0	19	344
12:45 PM	4	158	11	0	173	13	2	5	0	20	3	127	6	0	136	4	3	3	0	10	339
Total	10	635	57	0	702	42	6	20	0	68	15	504	12	0	531	20	9	18	0	47	1348
Grand Total	20	1288	119	0	1427	86	16	35	0	137	23	1001	23	0	1047	33	18	29	0	80	2691
Apprch %	1.4	90.3	8.3	0		62.8	11.7	25.5	0		2.2	95.6	2.2	0		41.2	22.5	36.2	0		
Total %	0.7	47.9	4.4	0	53	3.2	0.6	1.3	0	5.1	0.9	37.2	0.9	0	38.9	1.2	0.7	1.1	0	3	
Passenger Vehicles	20	1267	119	0	1406	85	16	35	0	136	22	989	23	0	1034	33	18	29	0	80	2656
% Passenger Vehicles	100	98.4	100	0	98.5	98.8	100	100	0	99.3	95.7	98.8	100	0	98.8	100	100	100	0	100	98.7
Light Trucks	0	15	0	0	15	1	0	0	0	1	1	9	0	0	10	0	0	0	0	0	26
% Light Trucks	0	1.2	0	0	1.1	1.2	0	0	0	0.7	4.3	0.9	0	0	1	0	0	0	0	0	1
Heavy Trucks	0	6	0	0	6	0	0	0	0	0	0	3	0	0	3	0	0	0	0	0	9
% Heavy Trucks	0	0.5	0	0	0.4	0	0	0	0	0	0	0.3	0	0	0.3	0	0	0	0	0	0.3

Sewall

40 Forest Falls Drive
Yarmouth, ME 04096

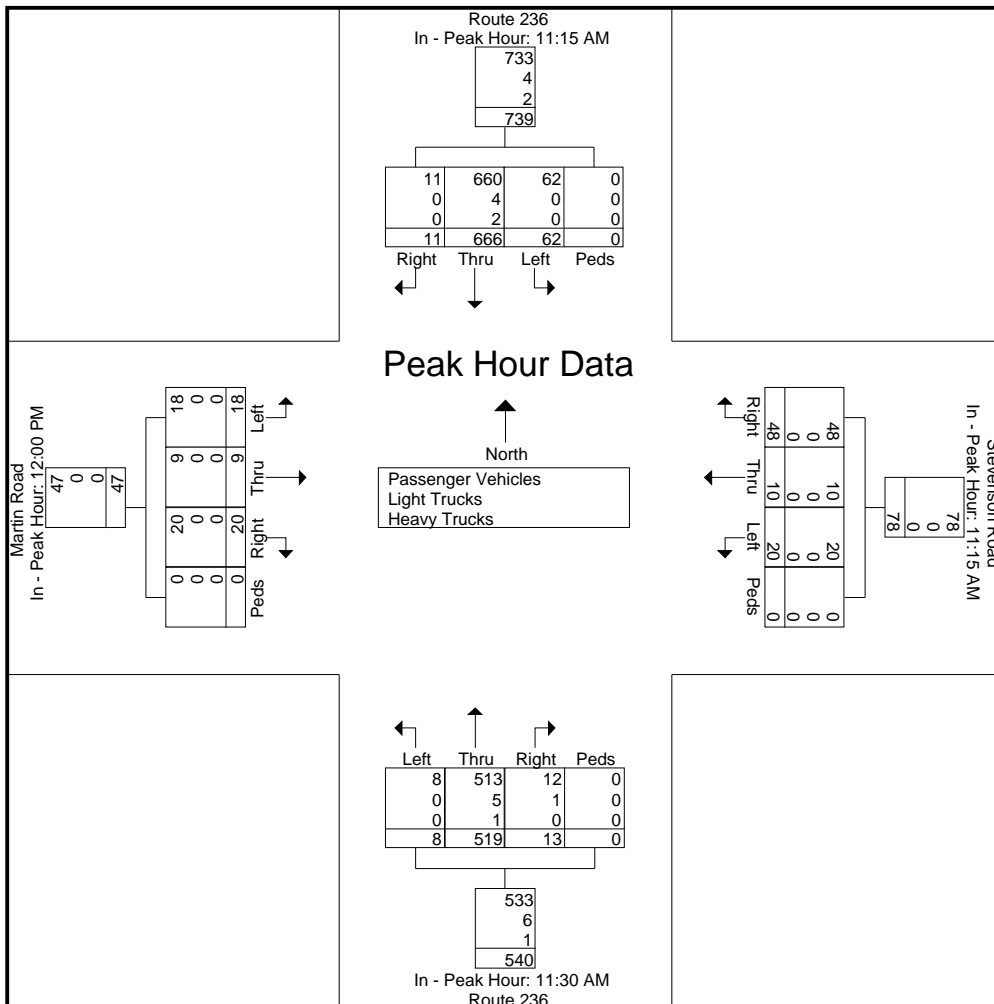
TITLE: Route 236, Stevenson & Martin Rd
TOWN: Kittery
COUNTER: JM
WEATHER: Rain/clouds

File Name : KitteryRoute236MartinSteveSat2021
Site Code : 01211121
Start Date : 12/11/2021
Page No : 3

Start Time	Route 236 Southbound					Stevenson Road Westbound					Route 236 Northbound					Martin Road Eastbound					Int. Total
	Rig ht	Thru	Left	Ped s	App. Total	Rig ht	Thru	Left	Ped s	App. Total	Rig ht	Thru	Left	Ped s	App. Total	Rig ht	Thru	Left	Ped s	App. Total	

Peak Hour Analysis From 11:00 AM to 12:45 PM - Peak 1 of 1
Peak Hour for Each Approach Begins at:

	11:15 AM					11:30 AM					12:00 PM									
+0 mins.	4	185	15	0	204	15	3	5	0	23	4	122	3	0	129	2	0	5	0	7
+15 mins.	1	154	13	0	168	10	2	6	0	18	1	130	1	0	132	4	2	5	0	11
+30 mins.	4	167	17	0	188	11	4	3	0	18	6	122	1	0	129	10	4	5	0	19
+45 mins.	2	160	17	0	179	12	1	6	0	19	2	145	3	0	150	4	3	3	0	10
Total Volume	11	666	62	0	739	48	10	20	0	78	13	519	8	0	540	20	9	18	0	47
% App. Total	1.5	90.1	8.4	0		61.5	12.8	25.6	0		2.4	96.1	1.5	0		42.6	19.1	38.3	0	
PHF	.688	.900	.912	.000	.906	.800	.625	.833	.000	.848	.542	.895	.667	.000	.900	.500	.563	.900	.000	.618
Passenger Vehicles	11	660	62	0	733	48	10	20	0	78	12	513	8	0	533	20	9	18	0	47
% Passenger Vehicles	100	99.	100	0	99.2	100	100	100	0	100	92.	98.	100	0	98.7	100	100	100	0	100
Light Trucks	0	4	0	0	4	0	0	0	0	0	1	5	0	0	6	0	0	0	0	0
% Light Trucks	0	0.6	0	0	0.5	0	0	0	0	0	7.7	1	0	0	1.1	0	0	0	0	0
Heavy Trucks	0	2	0	0	2	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0
% Heavy Trucks	0	0.3	0	0	0.3	0	0	0	0	0	0	0.2	0	0	0.2	0	0	0	0	0



Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	3:50	3:50	3:50	3:50	3:50	3:50
End Time	5:00	5:00	5:00	5:00	5:00	5:00
Total Time (min)	70	70	70	70	70	70
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	2090	2111	2124	2168	2150	2129
Vehs Exited	2095	2091	2116	2166	2154	2124
Starting Vehs	41	29	37	35	46	36
Ending Vehs	36	49	45	37	42	40
Travel Distance (mi)	867	869	879	899	894	882
Travel Time (hr)	35.7	32.5	34.5	41.8	36.5	36.2
Total Delay (hr)	12.9	9.8	11.5	18.3	13.2	13.2
Total Stops	742	600	687	1076	720	764
Fuel Used (gal)	30.8	29.6	30.7	34.1	31.8	31.4

Interval #0 Information Seeding

Start Time	3:50
End Time	4:00
Total Time (min)	10
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	4:00
End Time	5:00
Total Time (min)	60
Volumes adjusted by Growth Factors.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	2090	2111	2124	2168	2150	2129
Vehs Exited	2095	2091	2116	2166	2154	2124
Starting Vehs	41	29	37	35	46	36
Ending Vehs	36	49	45	37	42	40
Travel Distance (mi)	867	869	879	899	894	882
Travel Time (hr)	35.7	32.5	34.5	41.8	36.5	36.2
Total Delay (hr)	12.9	9.8	11.5	18.3	13.2	13.2
Total Stops	742	600	687	1076	720	764
Fuel Used (gal)	30.8	29.6	30.7	34.1	31.8	31.4

3: Route 236 & Martin Road/Stevenson Road Performance by lane

Lane	EB	EB	WB	WB	NB	NB	SB	SB	All
Movements Served	LT	R	LT	R	L	TR	L	TR	
Denied Del/Veh (s)									1.4
Total Del/Veh (s)	46.7	7.3	46.5	27.7	44.9	20.8	46.6	5.8	16.9

Total Network Performance

Denied Del/Veh (s)	1.4
Total Del/Veh (s)	20.5

Intersection: 3: Route 236 & Martin Road/Stevenson Road

Movement	EB	EB	WB	WB	NB	NB	SB	SB
Directions Served	LT	R	LT	R	L	TR	L	TR
Maximum Queue (ft)	91	64	111	74	139	745	133	271
Average Queue (ft)	28	14	37	36	17	292	40	82
95th Queue (ft)	73	46	85	75	68	656	93	191
Link Distance (ft)	642		971			906		1226
Upstream Blk Time (%)						1		
Queuing Penalty (veh)						0		
Storage Bay Dist (ft)		50		50	175		200	
Storage Blk Time (%)	8	0	9	9		12		1
Queuing Penalty (veh)	1	0	4	4		2		0

Network Summary

Network wide Queuing Penalty: 12

Intersection: 3: Route 236 & Martin Road/Stevenson Road

Phase	1	2	4	5	6	8
Movement(s) Served	SBL	NBT	EBTL	NBL	SBT	WBTL
Maximum Green (s)	8.0	59.0	21.0	8.0	59.0	21.0
Minimum Green (s)	5.0	5.0	5.0	5.0	5.0	5.0
Recall	None	C-Max	None	None	C-Max	None
Avg. Green (s)	7.9	80.5	9.9	6.5	87.9	9.9
g/C Ratio	-0.01	-0.01	-0.01	-0.01	-0.01	-0.01
Cycles Skipped (%)	29	3	11	66	6	11
Cycles @ Minimum (%)	0	0	3	0	0	3
Cycles Maxed Out (%)	0	97	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	3:50	3:50	3:50	3:50	3:50	3:50
End Time	5:00	5:00	5:00	5:00	5:00	5:00
Total Time (min)	70	70	70	70	70	70
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	2090	2111	2124	2168	2150	2129
Vehs Exited	2095	2091	2116	2166	2154	2124
Starting Vehs	41	29	37	35	46	36
Ending Vehs	36	49	45	37	42	40
Travel Distance (mi)	867	869	879	899	894	882
Travel Time (hr)	35.7	32.5	34.5	41.8	36.5	36.2
Total Delay (hr)	12.9	9.8	11.5	18.3	13.2	13.2
Total Stops	742	600	687	1076	720	764
Fuel Used (gal)	30.8	29.6	30.7	34.1	31.8	31.4

Interval #0 Information Seeding

Start Time	3:50
End Time	4:00
Total Time (min)	10
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	4:00
End Time	5:00
Total Time (min)	60
Volumes adjusted by Growth Factors.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	2090	2111	2124	2168	2150	2129
Vehs Exited	2095	2091	2116	2166	2154	2124
Starting Vehs	41	29	37	35	46	36
Ending Vehs	36	49	45	37	42	40
Travel Distance (mi)	867	869	879	899	894	882
Travel Time (hr)	35.7	32.5	34.5	41.8	36.5	36.2
Total Delay (hr)	12.9	9.8	11.5	18.3	13.2	13.2
Total Stops	742	600	687	1076	720	764
Fuel Used (gal)	30.8	29.6	30.7	34.1	31.8	31.4

3: Route 236 & Martin Road/Stevenson Road Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	1.6	2.1	1.7	0.9	1.4
Total Del/Veh (s)	32.8	37.0	21.1	8.2	16.9

Total Network Performance

Denied Del/Veh (s)	1.4
Total Del/Veh (s)	20.5

Intersection: 3: Route 236 & Martin Road/Stevenson Road

Movement	EB	EB	WB	WB	NB	NB	SB	SB
Directions Served	LT	R	LT	R	L	TR	L	TR
Maximum Queue (ft)	91	64	111	74	139	745	133	271
Average Queue (ft)	28	14	37	36	17	292	40	82
95th Queue (ft)	73	46	85	75	68	656	93	191
Link Distance (ft)	642		971			906		1226
Upstream Blk Time (%)						1		
Queuing Penalty (veh)						0		
Storage Bay Dist (ft)		50		50	175		200	
Storage Blk Time (%)	8	0	9	9		12		1
Queuing Penalty (veh)	1	0	4	4		2		0

Network Summary

Network wide Queuing Penalty: 12

Intersection: 3: Route 236 & Martin Road/Stevenson Road

Phase	1	2	4	5	6	8
Movement(s) Served	SBL	NBT	EBTL	NBL	SBT	WBTL
Maximum Green (s)	8.0	59.0	21.0	8.0	59.0	21.0
Minimum Green (s)	5.0	5.0	5.0	5.0	5.0	5.0
Recall	None	C-Max	None	None	C-Max	None
Avg. Green (s)	7.9	80.5	9.9	6.5	87.9	9.9
g/C Ratio	-0.01	-0.01	-0.01	-0.01	-0.01	-0.01
Cycles Skipped (%)	29	3	11	66	6	11
Cycles @ Minimum (%)	0	0	3	0	0	3
Cycles Maxed Out (%)	0	97	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	3:50	3:50	3:50	3:50	3:50	3:50
End Time	5:00	5:00	5:00	5:00	5:00	5:00
Total Time (min)	70	70	70	70	70	70
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	2089	2111	2124	2167	2153	2129
Vehs Exited	2096	2083	2118	2166	2154	2124
Starting Vehs	36	18	31	31	31	29
Ending Vehs	29	46	37	32	30	33
Travel Distance (mi)	695	693	704	721	716	706
Travel Time (hr)	30.5	27.8	29.6	37.6	31.6	31.4
Total Delay (hr)	12.1	9.5	11.0	18.6	12.8	12.8
Total Stops	676	604	696	901	624	699
Fuel Used (gal)	27.1	25.9	27.0	30.5	28.0	27.7

Interval #0 Information Seeding

Start Time	3:50
End Time	4:00
Total Time (min)	10
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	4:00
End Time	5:00
Total Time (min)	60
Volumes adjusted by Growth Factors.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	2089	2111	2124	2167	2153	2129
Vehs Exited	2096	2083	2118	2166	2154	2124
Starting Vehs	36	18	31	31	31	29
Ending Vehs	29	46	37	32	30	33
Travel Distance (mi)	695	693	704	721	716	706
Travel Time (hr)	30.5	27.8	29.6	37.6	31.6	31.4
Total Delay (hr)	12.1	9.5	11.0	18.6	12.8	12.8
Total Stops	676	604	696	901	624	699
Fuel Used (gal)	27.1	25.9	27.0	30.5	28.0	27.7

3: Route 236 & Martin Road/Stevenson Road Performance by lane

Lane	EB	EB	WB	WB	NB	NB	SB	SB	All
Movements Served	LT	R	LT	R	L	TR	L	TR	
Denied Del/Veh (s)									3.7
Total Del/Veh (s)	46.8	7.0	46.6	28.3	45.4	16.0	46.5	5.7	14.3

Intersection: 3: Route 236 & Martin Road/Stevenson Road

Movement	EB	EB	WB	WB	NB	NB	SB	SB
Directions Served	LT	R	LT	R	L	TR	L	TR
Maximum Queue (ft)	91	64	111	74	136	490	133	254
Average Queue (ft)	28	14	36	36	18	274	40	84
95th Queue (ft)	73	46	84	74	73	541	93	192
Link Distance (ft)	642		972					1226
Upstream Blk Time (%)								
Queuing Penalty (veh)								
Storage Bay Dist (ft)		50		50	175		200	
Storage Blk Time (%)	8	0	9	9		13		1
Queuing Penalty (veh)	1	0	4	4		2		0

Intersection: 3: Route 236 & Martin Road/Stevenson Road

Phase	1	2	4	5	6	8
Movement(s) Served	SBL	NBT	EBTL	NBL	SBT	WBTL
Maximum Green (s)	8.0	59.0	21.0	8.0	59.0	21.0
Minimum Green (s)	5.0	5.0	5.0	5.0	5.0	5.0
Recall	None	C-Max	None	None	C-Max	None
Avg. Green (s)	7.9	80.6	9.9	6.5	87.9	9.9
g/C Ratio	-0.01	-0.01	-0.01	-0.01	-0.01	-0.01
Cycles Skipped (%)	29	3	11	66	6	11
Cycles @ Minimum (%)	0	0	0	0	0	0
Cycles Maxed Out (%)	0	97	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	3:50	3:50	3:50	3:50	3:50	3:50
End Time	5:00	5:00	5:00	5:00	5:00	5:00
Total Time (min)	70	70	70	70	70	70
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	2089	2111	2124	2167	2153	2129
Vehs Exited	2096	2083	2118	2166	2154	2124
Starting Vehs	36	18	31	31	31	29
Ending Vehs	29	46	37	32	30	33
Travel Distance (mi)	695	693	704	721	716	706
Travel Time (hr)	30.5	27.8	29.6	37.6	31.6	31.4
Total Delay (hr)	12.1	9.5	11.0	18.6	12.8	12.8
Total Stops	676	604	696	901	624	699
Fuel Used (gal)	27.1	25.9	27.0	30.5	28.0	27.7

Interval #0 Information Seeding

Start Time	3:50
End Time	4:00
Total Time (min)	10
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	4:00
End Time	5:00
Total Time (min)	60
Volumes adjusted by Growth Factors.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	2089	2111	2124	2167	2153	2129
Vehs Exited	2096	2083	2118	2166	2154	2124
Starting Vehs	36	18	31	31	31	29
Ending Vehs	29	46	37	32	30	33
Travel Distance (mi)	695	693	704	721	716	706
Travel Time (hr)	30.5	27.8	29.6	37.6	31.6	31.4
Total Delay (hr)	12.1	9.5	11.0	18.6	12.8	12.8
Total Stops	676	604	696	901	624	699
Fuel Used (gal)	27.1	25.9	27.0	30.5	28.0	27.7

3: Route 236 & Martin Road/Stevenson Road Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	1.6	2.1	5.8	0.9	3.7
Total Del/Veh (s)	32.7	37.4	16.5	8.1	14.3

Intersection: 3: Route 236 & Martin Road/Stevenson Road

Movement	EB	EB	WB	WB	NB	NB	SB	SB
Directions Served	LT	R	LT	R	L	TR	L	TR
Maximum Queue (ft)	91	64	111	74	136	490	133	254
Average Queue (ft)	28	14	36	36	18	274	40	84
95th Queue (ft)	73	46	84	74	73	541	93	192
Link Distance (ft)	642		972					1226
Upstream Blk Time (%)								
Queuing Penalty (veh)								
Storage Bay Dist (ft)		50		50	175		200	
Storage Blk Time (%)	8	0	9	9		13		1
Queuing Penalty (veh)	1	0	4	4		2		0

Intersection: 3: Route 236 & Martin Road/Stevenson Road

Phase	1	2	4	5	6	8
Movement(s) Served	SBL	NBT	EBTL	NBL	SBT	WBTL
Maximum Green (s)	8.0	59.0	21.0	8.0	59.0	21.0
Minimum Green (s)	5.0	5.0	5.0	5.0	5.0	5.0
Recall	None	C-Max	None	None	C-Max	None
Avg. Green (s)	7.9	80.6	9.9	6.5	87.9	9.9
g/C Ratio	-0.01	-0.01	-0.01	-0.01	-0.01	-0.01
Cycles Skipped (%)	29	3	11	66	6	11
Cycles @ Minimum (%)	0	0	0	0	0	0
Cycles Maxed Out (%)	0	97	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	3:50	3:50	3:50	3:50	3:50	3:50
End Time	5:00	5:00	5:00	5:00	5:00	5:00
Total Time (min)	70	70	70	70	70	70
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	2152	2259	2166	2285	2249	2221
Vehs Exited	2153	2253	2175	2301	2243	2226
Starting Vehs	50	46	46	56	47	47
Ending Vehs	49	52	37	40	53	45
Travel Distance (mi)	1063	1113	1072	1136	1110	1099
Travel Time (hr)	41.2	48.4	41.3	50.4	43.6	45.0
Total Delay (hr)	13.3	19.3	13.4	20.8	14.6	16.3
Total Stops	721	1046	704	1202	827	899
Fuel Used (gal)	36.0	39.4	36.5	40.8	38.0	38.1

Interval #0 Information Seeding

Start Time	3:50
End Time	4:00
Total Time (min)	10
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	4:00
End Time	5:00
Total Time (min)	60
Volumes adjusted by Growth Factors.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	2152	2259	2166	2285	2249	2221
Vehs Exited	2153	2253	2175	2301	2243	2226
Starting Vehs	50	46	46	56	47	47
Ending Vehs	49	52	37	40	53	45
Travel Distance (mi)	1063	1113	1072	1136	1110	1099
Travel Time (hr)	41.2	48.4	41.3	50.4	43.6	45.0
Total Delay (hr)	13.3	19.3	13.4	20.8	14.6	16.3
Total Stops	721	1046	704	1202	827	899
Fuel Used (gal)	36.0	39.4	36.5	40.8	38.0	38.1

3: Route 236 & Martin Road/Stevenson Road Performance by lane

Lane	EB	EB	WB	WB	NB	NB	SB	SB	All
Movements Served	LT	R	LT	R	L	TR	L	TR	
Denied Del/Veh (s)									0.5
Total Del/Veh (s)	42.7	12.9	41.8	23.3	48.7	21.9	48.6	7.0	17.8

6: Route 236 & Site Drive Performance by lane

Lane	EB	NB	SB	All
Movements Served	LR	LT	TR	
Denied Del/Veh (s)				0.9
Total Del/Veh (s)	72.0	3.5	3.1	4.2

Total Network Performance

Denied Del/Veh (s)			1.3
Total Del/Veh (s)			24.5

Intersection: 3: Route 236 & Martin Road/Stevenson Road

Movement	EB	EB	WB	WB	NB	NB	SB	SB
Directions Served	LT	R	LT	R	L	TR	L	TR
Maximum Queue (ft)	84	59	96	72	172	726	202	281
Average Queue (ft)	27	13	35	33	20	308	46	96
95th Queue (ft)	67	42	76	68	77	644	112	220
Link Distance (ft)	642		972			879		1226
Upstream Blk Time (%)						0		
Queuing Penalty (veh)						1		
Storage Bay Dist (ft)		50		50	175		200	
Storage Blk Time (%)	7	0	10	6		14		1
Queuing Penalty (veh)	1	0	4	2		3		1

Intersection: 6: Route 236 & Site Drive

Movement	EB	NB
Directions Served	LR	LT
Maximum Queue (ft)	112	286
Average Queue (ft)	28	35
95th Queue (ft)	81	169
Link Distance (ft)	232	456
Upstream Blk Time (%)		0
Queuing Penalty (veh)		0
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 12

Intersection: 3: Route 236 & Martin Road/Stevenson Road

Phase	1	2	4	5	6	8
Movement(s) Served	SBL	NBT	EBTL	NBL	SBT	WBTL
Maximum Green (s)	8.0	59.0	21.0	8.0	59.0	21.0
Minimum Green (s)	5.0	5.0	5.0	5.0	5.0	5.0
Recall	None	C-Max	None	None	C-Max	None
Avg. Green (s)	8.2	78.8	10.0	6.5	83.3	10.0
g/C Ratio	-0.01	-0.01	-0.01	-0.01	-0.01	-0.01
Cycles Skipped (%)	31	3	9	60	3	9
Cycles @ Minimum (%)	0	0	0	0	0	0
Cycles Maxed Out (%)	0	97	0	0	97	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	3:50	3:50	3:50	3:50	3:50	3:50
End Time	5:00	5:00	5:00	5:00	5:00	5:00
Total Time (min)	70	70	70	70	70	70
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	2152	2259	2166	2285	2249	2221
Vehs Exited	2153	2253	2175	2301	2243	2226
Starting Vehs	50	46	46	56	47	47
Ending Vehs	49	52	37	40	53	45
Travel Distance (mi)	1063	1113	1072	1136	1110	1099
Travel Time (hr)	41.2	48.4	41.3	50.4	43.6	45.0
Total Delay (hr)	13.3	19.3	13.4	20.8	14.6	16.3
Total Stops	721	1046	704	1202	827	899
Fuel Used (gal)	36.0	39.4	36.5	40.8	38.0	38.1

Interval #0 Information Seeding

Start Time	3:50
End Time	4:00
Total Time (min)	10
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	4:00
End Time	5:00
Total Time (min)	60
Volumes adjusted by Growth Factors.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	2152	2259	2166	2285	2249	2221
Vehs Exited	2153	2253	2175	2301	2243	2226
Starting Vehs	50	46	46	56	47	47
Ending Vehs	49	52	37	40	53	45
Travel Distance (mi)	1063	1113	1072	1136	1110	1099
Travel Time (hr)	41.2	48.4	41.3	50.4	43.6	45.0
Total Delay (hr)	13.3	19.3	13.4	20.8	14.6	16.3
Total Stops	721	1046	704	1202	827	899
Fuel Used (gal)	36.0	39.4	36.5	40.8	38.0	38.1

3: Route 236 & Martin Road/Stevenson Road Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	1.6	1.9	0.0	1.0	0.5
Total Del/Veh (s)	32.1	33.2	22.3	9.4	17.8

6: Route 236 & Site Drive Performance by approach

Approach	EB	NB	SB	All
Denied Del/Veh (s)	0.1	1.6	0.0	0.9
Total Del/Veh (s)	72.0	3.5	3.1	4.2

Total Network Performance

Denied Del/Veh (s)	1.3
Total Del/Veh (s)	24.5

Intersection: 3: Route 236 & Martin Road/Stevenson Road

Movement	EB	EB	WB	WB	NB	NB	SB	SB
Directions Served	LT	R	LT	R	L	TR	L	TR
Maximum Queue (ft)	84	59	96	72	172	726	202	281
Average Queue (ft)	27	13	35	33	20	308	46	96
95th Queue (ft)	67	42	76	68	77	644	112	220
Link Distance (ft)	642		972			879		1226
Upstream Blk Time (%)						0		
Queuing Penalty (veh)						1		
Storage Bay Dist (ft)		50		50	175		200	
Storage Blk Time (%)	7	0	10	6		14		1
Queuing Penalty (veh)	1	0	4	2		3		1

Intersection: 6: Route 236 & Site Drive

Movement	EB	NB
Directions Served	LR	LT
Maximum Queue (ft)	112	286
Average Queue (ft)	28	35
95th Queue (ft)	81	169
Link Distance (ft)	232	456
Upstream Blk Time (%)		0
Queuing Penalty (veh)		0
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 12

Intersection: 3: Route 236 & Martin Road/Stevenson Road

Phase	1	2	4	5	6	8
Movement(s) Served	SBL	NBT	EBTL	NBL	SBT	WBTL
Maximum Green (s)	8.0	59.0	21.0	8.0	59.0	21.0
Minimum Green (s)	5.0	5.0	5.0	5.0	5.0	5.0
Recall	None	C-Max	None	None	C-Max	None
Avg. Green (s)	8.2	78.8	10.0	6.5	83.3	10.0
g/C Ratio	-0.01	-0.01	-0.01	-0.01	-0.01	-0.01
Cycles Skipped (%)	31	3	9	60	3	9
Cycles @ Minimum (%)	0	0	0	0	0	0
Cycles Maxed Out (%)	0	97	0	0	97	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	3:50	3:50	3:50	3:50	3:50	3:50
End Time	5:00	5:00	5:00	5:00	5:00	5:00
Total Time (min)	70	70	70	70	70	70
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	2152	2259	2166	2285	2249	2221
Vehs Exited	2155	2253	2175	2302	2243	2227
Starting Vehs	50	46	46	57	47	48
Ending Vehs	47	52	37	40	53	43
Travel Distance (mi)	1063	1113	1072	1136	1110	1099
Travel Time (hr)	41.1	48.1	41.3	50.7	43.9	45.0
Total Delay (hr)	13.3	19.0	13.3	21.1	14.9	16.3
Total Stops	720	1050	704	1195	843	902
Fuel Used (gal)	36.0	39.4	36.6	41.0	38.1	38.2

Interval #0 Information Seeding

Start Time	3:50
End Time	4:00
Total Time (min)	10
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	4:00					
End Time	5:00					
Total Time (min)	60					
Volumes adjusted by Growth Factors.						
Run Number	1	2	3	4	5	Avg
Vehs Entered	2152	2259	2166	2285	2249	2221
Vehs Exited	2155	2253	2175	2302	2243	2227
Starting Vehs	50	46	46	57	47	48
Ending Vehs	47	52	37	40	53	43
Travel Distance (mi)	1063	1113	1072	1136	1110	1099
Travel Time (hr)	41.1	48.1	41.3	50.7	43.9	45.0
Total Delay (hr)	13.3	19.0	13.3	21.1	14.9	16.3
Total Stops	720	1050	704	1195	843	902
Fuel Used (gal)	36.0	39.4	36.6	41.0	38.1	38.2

3: Route 236 & Martin Road/Stevenson Road Performance by lane

Lane	EB	EB	WB	WB	NB	NB	SB	SB	All
Movements Served	LT	R	LT	R	L	TR	L	TR	
Denied Del/Veh (s)									0.5
Total Del/Veh (s)	42.7	12.9	42.3	23.3	48.7	22.0	48.6	7.1	17.8

6: Route 236 & Site Drive Performance by lane

Lane	EB	EB	NB	SB	All
Movements Served	L	R	LT	TR	
Denied Del/Veh (s)					1.0
Total Del/Veh (s)	123.6	8.5	3.6	3.1	4.2

Total Network Performance

Denied Del/Veh (s)				1.4
Total Del/Veh (s)				24.5

Intersection: 3: Route 236 & Martin Road/Stevenson Road

Movement	EB	EB	WB	WB	NB	NB	SB	SB
Directions Served	LT	R	LT	R	L	TR	L	TR
Maximum Queue (ft)	84	59	96	72	146	724	202	299
Average Queue (ft)	27	13	35	33	19	306	45	100
95th Queue (ft)	67	42	76	68	71	633	112	233
Link Distance (ft)	642		972			879		1226
Upstream Blk Time (%)						0		
Queuing Penalty (veh)						1		
Storage Bay Dist (ft)		50		50	175		200	
Storage Blk Time (%)	7	0	10	6		14		1
Queuing Penalty (veh)	1	0	4	2		3		1

Intersection: 6: Route 236 & Site Drive

Movement	EB	EB	NB
Directions Served	L	R	LT
Maximum Queue (ft)	97	50	290
Average Queue (ft)	20	17	38
95th Queue (ft)	67	49	180
Link Distance (ft)	232		444
Upstream Blk Time (%)			0
Queuing Penalty (veh)			0
Storage Bay Dist (ft)		25	
Storage Blk Time (%)	27	4	
Queuing Penalty (veh)	5	1	

Network Summary

Network wide Queuing Penalty: 17

Intersection: 3: Route 236 & Martin Road/Stevenson Road

Phase	1	2	4	5	6	8
Movement(s) Served	SBL	NBT	EBTL	NBL	SBT	WBTL
Maximum Green (s)	8.0	59.0	21.0	8.0	59.0	21.0
Minimum Green (s)	5.0	5.0	5.0	5.0	5.0	5.0
Recall	None	C-Max	None	None	C-Max	None
Avg. Green (s)	8.2	78.7	10.1	6.5	83.3	10.1
g/C Ratio	-0.01	-0.01	-0.01	-0.01	-0.01	-0.01
Cycles Skipped (%)	31	3	9	60	3	9
Cycles @ Minimum (%)	0	0	0	0	0	0
Cycles Maxed Out (%)	0	97	0	0	97	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	3:50	3:50	3:50	3:50	3:50	3:50
End Time	5:00	5:00	5:00	5:00	5:00	5:00
Total Time (min)	70	70	70	70	70	70
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	2152	2259	2166	2285	2249	2221
Vehs Exited	2155	2253	2175	2302	2243	2227
Starting Vehs	50	46	46	57	47	48
Ending Vehs	47	52	37	40	53	43
Travel Distance (mi)	1063	1113	1072	1136	1110	1099
Travel Time (hr)	41.1	48.1	41.3	50.7	43.9	45.0
Total Delay (hr)	13.3	19.0	13.3	21.1	14.9	16.3
Total Stops	720	1050	704	1195	843	902
Fuel Used (gal)	36.0	39.4	36.6	41.0	38.1	38.2

Interval #0 Information Seeding

Start Time	3:50
End Time	4:00
Total Time (min)	10
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	4:00
End Time	5:00
Total Time (min)	60
Volumes adjusted by Growth Factors.	

Run Number	1	2	3	4	5	Avg
Vehs Entered	2152	2259	2166	2285	2249	2221
Vehs Exited	2155	2253	2175	2302	2243	2227
Starting Vehs	50	46	46	57	47	48
Ending Vehs	47	52	37	40	53	43
Travel Distance (mi)	1063	1113	1072	1136	1110	1099
Travel Time (hr)	41.1	48.1	41.3	50.7	43.9	45.0
Total Delay (hr)	13.3	19.0	13.3	21.1	14.9	16.3
Total Stops	720	1050	704	1195	843	902
Fuel Used (gal)	36.0	39.4	36.6	41.0	38.1	38.2

3: Route 236 & Martin Road/Stevenson Road Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	1.6	1.9	0.0	1.0	0.5
Total Del/Veh (s)	32.1	33.4	22.4	9.5	17.8

6: Route 236 & Site Drive Performance by approach

Approach	EB	NB	SB	All
Denied Del/Veh (s)	2.4	1.7	0.0	1.0
Total Del/Veh (s)	60.1	3.6	3.1	4.2

Total Network Performance

Denied Del/Veh (s)	1.4
Total Del/Veh (s)	24.5

Intersection: 3: Route 236 & Martin Road/Stevenson Road

Movement	EB	EB	WB	WB	NB	NB	SB	SB
Directions Served	LT	R	LT	R	L	TR	L	TR
Maximum Queue (ft)	84	59	96	72	146	724	202	299
Average Queue (ft)	27	13	35	33	19	306	45	100
95th Queue (ft)	67	42	76	68	71	633	112	233
Link Distance (ft)	642		972			879		1226
Upstream Blk Time (%)						0		
Queuing Penalty (veh)						1		
Storage Bay Dist (ft)		50		50	175		200	
Storage Blk Time (%)	7	0	10	6		14		1
Queuing Penalty (veh)	1	0	4	2		3		1

Intersection: 6: Route 236 & Site Drive

Movement	EB	EB	NB
Directions Served	L	R	LT
Maximum Queue (ft)	97	50	290
Average Queue (ft)	20	17	38
95th Queue (ft)	67	49	180
Link Distance (ft)	232		444
Upstream Blk Time (%)			0
Queuing Penalty (veh)			0
Storage Bay Dist (ft)		25	
Storage Blk Time (%)	27	4	
Queuing Penalty (veh)	5	1	

Network Summary

Network wide Queuing Penalty: 17

Intersection: 3: Route 236 & Martin Road/Stevenson Road

Phase	1	2	4	5	6	8
Movement(s) Served	SBL	NBT	EBTL	NBL	SBT	WBTL
Maximum Green (s)	8.0	59.0	21.0	8.0	59.0	21.0
Minimum Green (s)	5.0	5.0	5.0	5.0	5.0	5.0
Recall	None	C-Max	None	None	C-Max	None
Avg. Green (s)	8.2	78.7	10.1	6.5	83.3	10.1
g/C Ratio	-0.01	-0.01	-0.01	-0.01	-0.01	-0.01
Cycles Skipped (%)	31	3	9	60	3	9
Cycles @ Minimum (%)	0	0	0	0	0	0
Cycles Maxed Out (%)	0	97	0	0	97	0
Cycles with Peds (%)	0	0	0	0	0	0

Controller Summary

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

Intersection						
Int Delay, s/veh	0.9					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	13	17	18	1167	824	12
Future Vol, veh/h	13	17	18	1167	824	12
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	25	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	97	97
Heavy Vehicles, %	1	1	5	5	5	5
Mvmt Flow	14	18	20	1268	849	12

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	2163	855	861	0	-	0
Stage 1	855	-	-	-	-	-
Stage 2	1308	-	-	-	-	-
Critical Hdwy	6.41	6.21	4.15	-	-	-
Critical Hdwy Stg 1	5.41	-	-	-	-	-
Critical Hdwy Stg 2	5.41	-	-	-	-	-
Follow-up Hdwy	3.509	3.309	2.245	-	-	-
Pot Cap-1 Maneuver	52	359	768	-	-	-
Stage 1	418	-	-	-	-	-
Stage 2	254	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	47	359	768	-	-	-
Mov Cap-2 Maneuver	47	-	-	-	-	-
Stage 1	381	-	-	-	-	-
Stage 2	254	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	57.2	0.1	0
HCM LOS	F		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	EBLn2	SBT	SBR
Capacity (veh/h)	768	-	47	359	-	-
HCM Lane V/C Ratio	0.025	-	0.301	0.051	-	-
HCM Control Delay (s)	9.8	0	111.7	15.6	-	-
HCM Lane LOS	A	A	F	C	-	-
HCM 95th %tile Q(veh)	0.1	-	1	0.2	-	-