HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING
FORMERLY: CES INC

LETTER OF TRANSMITTAL

Date: May 19, 2022 JN: 13522.001

To: Town of Kittery
ATTN: Adam Causey
200 Rogers Road
Kittery, Maine 03904

Re: Site Plan Permit Application

WE ARE SENDING YOU

☒ ATTACHED ☐ BY EMAIL ☐ UNDER SEPARATE COVER _____

COPIES	DATE	DESCRIPTION
7	5/19/2022	Site Plan Application 11x17 Plans
3	5/19/2022	Site Plan Application Full Size Plans

THESE ARE TRANSMITTED AS CHECKED BELOW:

☒ For Approval
☐ For Your Use
☐ As Requested
☐ For Review and Comment
☐ Other

☐ Approved as Submitted
☐ Approved as Noted
☐ Returned for Corrections
☐ For Bids Due_____20____

☐ Resubmit___Copies for Approval
☐ Submit___Copies for Distribution
☐ Return___Corrected Prints
☐ Prints Returned After Loan

Remarks:

Copy To: _____ Signed: Sean Thies

One Merchants Plaza, Suite 701, Bangor, ME 04401
T: 207.989.4824 | HALEYWARD.COM

HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING

April 27, 2022

Town of Kittery
Attn: Adam Causey, Director of Planning and Development
200 Rogers Road
Kittery, Maine 03904
acausey@kitteryme.org

Re: Kittery Aroma Joes | Site Plan Peer Review Comments

Dear Mr. Causey:

Haley Ward, Inc. (Haley Ward) has prepared the following response to the review comments on the 523 US Route 1 Aroma Joes development, provided by Jodie Strickland (CMA Engineers) on April 19, 2022. The comments have been provided in bold italics, followed by our response.

1. ***Full plan set: The applicant has stated that several plan sheets (cover sheet, existing conditions) are not required for submission. Further, the applicant references a detail sheet that we have not received. We reiterate that a complete plan set should be submitted in accordance with 16.10.7.2. Separate existing conditions, utilities, and landscaping plans are generally provided for clarity in discerning necessary details. Several of our comments below relate to missing plan sheets.***

   The plan set has been updated per this request.

2. ***Discussion of sidewalk installation was part of the MDOT scoping meeting and consequently, the applicant has added a proposed sidewalk on site. Details of the sidewalk should be provided.***

   A detail of the proposed sidewalk has been provided on the Detail Sheet.

3. ***The plans should provide details for the water service (size, material, bedding, curb stop, etc.)***

   A detail of the proposed service has been provided on the Detail Sheet.

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4. *We note that some of our previous comments on wastewater disposal may have been addressed, but the text is located under some landscaping features and cannot be read.*

   The labels have been adjusted for clarity.

5. *The applicant should indicate the size and material of the sewer service.*

   A detail of the proposed service has been provided on the Detail Sheet.

6. *The plans should provide details for the sewer service (size, material, bedding, etc.)*

   A detail of the proposed service has been provided on the Detail Sheet.

7. *The O&M plan should be reviewed and clarified specifically meet address the compliance requirements of the Post-Construction Stormwater Management section, including submitting a certification of inspection to the Town Code Enforcement Officer by July 31st. Please clarify.*

   This project does not propose to disturb 1 acre or greater, therefore, it is not required to have a Post Construction Stormwater Plan. Notes have been added to the site plan indicating what inspection and maintenance measures the owner will need to do following construction, but formal reporting is not required for a project of this size by the Ordinance.

8. *The applicant states that a post-construction stormwater management plan is not required. If the applicant wishes to not provide an O&M plan, a waiver request would be necessary. We would likely not support the waiver request. There are stormwater management features on site, including a catch basin, piping, and rip rap swale. The applicant should provide maintenance activities and a maintenance schedule for these features in accordance with the Ordinances.*

   This project does not propose to disturb 1 acre or greater, therefore, it is not required to have a Post Construction Stormwater Plan. Since this is not required by the Ordinance, a waiver would not be required. We understand that this is a recommendation by the Peer Reviewer and as such, general maintenance activities to be performed after construction by the Contractor and on a regular basis by the Owner have been added as notes on the drawings. These maintenance activities are what would typically be included in an O&M plan.

9. *An exterior lighting plan has been prepared for the proposed site plan and building. It appears that the maximum footcandles standard of 8 is exceeded in the drive thru (however the applicant lists the maximum footcandles as 2.9). The applicant has stated that the drive-thru window needs additional illumination. This is a valid explanation, and the applicant should apply for a waiver.*

   A waiver request form has been provided that includes this item.

10. *The plan identifies wetlands. Site development and disturbance appears to avoid the setbacks associated with the wetlands however, the proper setbacks should be indicated on the plan.*

    These setbacks have been added to the plans.

11. *The size of the wetland is not indicated but based on the setbacks shown it is assumed that it is larger than 1 acre in size. The applicant has shown the provided* ***setbacks for the building (100' from a wetland > 1 acre) and the driveway (30' from*** *a wetland > 1 acre) however, there are no parking area setbacks shown on the plans. The setback from a wetland greater than 1 acre for a 6-10 stall parking area* ***without BMPs is 100', it appears that the southern****-most parking area may be within* ***the 100' setback. Please clarify.***

    The parking area on the south side of the building is approximately 120' away from the wetland; this setback has been added to the plan.

12. *The applicant engaged S.W. Cole to complete a geotechnical site assessment per comments from the Planning Board at the December 9th meeting. S.W. Cole completed seven borings on site. Two borings are representative of the building area while five borings are representative of the pavement/parking areas. The borings indicate areas of extensive unconsolidated fill materials of unknown origin, increasing in thickness from U.S. Route 1 towards the back of the site. Cole has the following recommendations:*
    a. *Removing all fill from the area of the building so that foundations are placed on structural material;*
    b. *Fill beneath the pavement/parking areas could be removed to provide a stable base, or the owner would need to acknowledge and plan on the likely probability of periodic maintenance of pavement/parking areas;*
    c. *The existing steep slope on the southwest corner of the site be flattened to a maximum of 2:1;*
    d. *Utility trenches in fills should be constructed with mitigation of the fill materials; Pavement specifications are recommended in part to reflect fill materials.*

    The applicant should indicate how the project is proposed to be constructed in accordance with these recommendations. If the possibility of increased pavement maintenance remains, that should be noted on the plan and may be a condition

of approval. If the existing steep slope is not flattened, the applicant should describe how it will be maintained.

Existing fill will be removed and replaced in the locations of the proposed building and pavement and will be re-compacted to the necessary standards. Utility trenches will be backfilled with similar materials and compaction as adjacent materials to prevent differential settling and frost heaving. This information has been included as a note on the drawings.

The existing slope at the southwest corner of the site has been flattened as much as possible while avoiding encroachment on the adjacent wetland. This slope will also be stabilized with erosion control matting as shown on the drawings.

If you have any questions, please do not hesitate to contact the undersigned at (207) 989-4824 or sthies@haleyward.com.

Sincerely,
Haley Ward, Inc.

Sean Thies, PE
Senior Project Manager

SMT/cmg

WAIVER REQUESTS

Title 16.7.4.1:		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.
REQUESTED WAIVERS	**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.
	16.8.4.5 - ACCESS CONTROL AND TRAFFIC IMPACTS	**Requesting a waiver of this ordinance because the proposed site will be accessed from US Route 1 instead of Parsons Lane. Reasons for this design choice include: proximity of Parsons Lane to the adjacent business to the north which has a wide open curb cut with parking directly off of Route 1 would create an unsafe situation; the proposed entrance is directly across from another entrance on the opposite side of US Route 1, and; Parsons Lane is much lower than the site and would require too steep of an entrance. MaineDOT has approved the Traffic Movement Permit with the entrance as designed. We also understand that Parson's Lane is a school bus stop to pick up kids that live on that private drive. The addition of Aroma Joe's traffic onto Parson's Lane with school age pedestrian traffic would create safety concerns.**
	16.10.7.2 (H.1) - LIGHTING PLAN	**Requesting a waiver of this ordinance because the proposed site will not meet the required illumination levels for roadway/ parking area. The standard is not met in the the drive-thru window area. It is necessary for these areas to have additional lighting in order for the customer to have the ability to collect their purchase and provide payment. The drive-thru lights are full cutoff to prevent any glare on adjacent properties, as demonstrated on the provided renderings. All other roadway/parking areas in the development are within the Kittery Lighting ordinance requirements.**
	KITTERY DESIGN HANDBOOK - FLAT ROOF	**Requesting a waiver of this standard for the following reasons:** **- There is Mechanical equipment shielded from view on the flat roof section** **- The flat roof section is on the back side of the building** **- This is a specific "model" Aroma Joe's building that is used on most sites. Changes to the roof would require redesign and the need for space on the Site to locate Mechanical equipment.**

☐ ABUTTER NOTIFICATION

16.10.5.1.1. Preliminary Plan Application Filing and Completeness Review. The application must be accompanied by a Plan and the required fee together with a certification the applicant has notified abutters by mail of the filing of the Plan application for approval.

Submitted Applications must include a list of the names and addresses of the abutters and date notification mailed. The abutter Notice of Filing must include the owner/applicant name, address and description of the proposed project.

Applications will not be accepted without submittal of all plan requirements as specified herein, and without a complete, signed application page (page 5).

Prior to the issuance of building permits, Applicants shall secure performance assurances and escrow agreements. Forms for Cost Estimates (escrow) are available on line (Excel format) or at the Kittery Planning office.

N/F CONRAD L. FARR
9 TARA LANE
SOUTH BERWICK, ME 03908
4289/297

N/F RUTH P. BAKER
8420 MONUMENT OAK
BOERNE, TX 78015
15859/568

N/F MYRON E. &
KAREN T. GILMAN
9 PARSONS LANE
YORK, MAINE 03909
8117/244

N/F MONICA S. FLEISCHMANN
10 OAKWOOD DRIVE
PORTSMOUTH, NH 03801
17726/420

N/F ERNEST A. GOLISANO
5 PARSONS LANE
YORK, MAINE 03909
4971/269

N/F ADAM M. &
JESSICA L. BUSSEY
3 PARSONS LANE
YORK, MAINE 03909
17295/154

N/F SEACOAST PROPERTIES HOLDINGS LLC
112 BYRAM LAKE ROAD
MOUNT KISO, NY 10549
16273/461

"BURRITO BETTY'S"
N/F PETER & VALERIE BELESIS
1 STONE TERRACE
MARBLEHEAD, MA 01945
11681/321

N/F DONALD & AMY KENNISON
6 PARSONS LANE
KITTERY, ME 03904
16974/384

C-COAST PROPERTIES LLC
P.O. BOX 603
YORK HARBOR, ME 03911
17807/929

N/F KEVIN, INC.
KITTERY TRADING POST
P.O. BOX 904
KITTERY, ME 03904
8103/202

N/F STEPHEN J. HYNES
1571 BELLEVUE AVE. SUITE 210
WEST VANCOUVER, V7V1A6, B.C.
7378/62

N/F STEPHEN J. HYNES
1571 BELLEVUE AVE. SUITE 210
WEST VANCOUVER, V7V1A6, B.C.
7641/238

N/F WILSON 5 SERVICE COMPANY
6756/294
(FORMER RESTAURANT)

PARSONS LANE

U.S. ROUTE 1

LEASE AREA

CEMETERY

45 FT. WIDE RIGHT OF WAY

GRAVEL ROAD

DRILL HOLE FND.

IRON PIPE FND.

3/4" IRON PIPE FND.

3/4" IRON PIPE SET

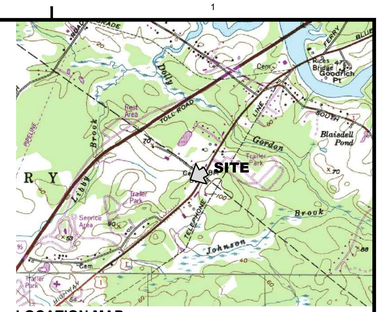
1/2" IRON PIPE FND.

INV. = 75.18

INV. = 75.78

INV. = 71.25

CULVERT



LOCATION MAP: USGS QUADRANGLE: YORK HARBOR
SCALE: 1"=2000'
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LEGEND:

DESCRIPTION	EXISTING	PROPOSED
PROPERTY LINE		
BENCHMARK		
MANHOLE		
UTILITY POLE		
CATCH BASIN		
HYDRANT		
EDGE OF GRAVEL		
EDGE OF PAVEMENT		
MAJOR FOOT CONTOUR	100	
MINOR FOOT CONTOUR	98	
STORM DRAIN	SD	
SANITARY SEWER	SS	
OVERHEAD UTILITIES	OHU	
WETLAND BOUNDARY		

PLAN REFERENCE:

1. INFORMATION BASED ON SITE PLAN BY ANDERSON LIVINGSTON ENGINEERS, INC. DATED APRIL 9, 2018.

2. ON JULY 20 & 21, 2021 HALEY WARD CONDUCTED A HIGHWAY SURVEY AND SOME LIMITED TOPOGRAPHY ON THE SUBJECT PROPERTY AS WELL AS TIE INTO THE BOUNDARY SURVEY BY ANDERSON LIVINGSTON ENGINEERS, INC.

GRAPHIC SCALE

50 0 25 50 100 150

(IN FEET)
1 inch = 50 ft.

REV.	DATE	DESCRIPTION	BY	CHK

DRAWING ISSUE STATUS

NOT FOR CONSTRUCTION

HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING
WWW.HALEYWARD.COM
One Merchants Plaza, Suite 701
Bangor, Maine 04401
207.989.4824

PROJECT

GCS ENTERPRISES LLC
US ROUTE 1, KITTERY, MAINE

TITLE

EXISTING CONDITIONS PLAN

STATE OF MAINE
SEAN M. THIES
No. 10139
04/27/2022
LICENSED PROFESSIONAL ENGINEER

DATE	SCALE
2021.05.26	1"=50'

DRAWN BY	DESIGNED BY	CHECKED BY
WAB	WAB	SMT

PROJECT No. 13522.001

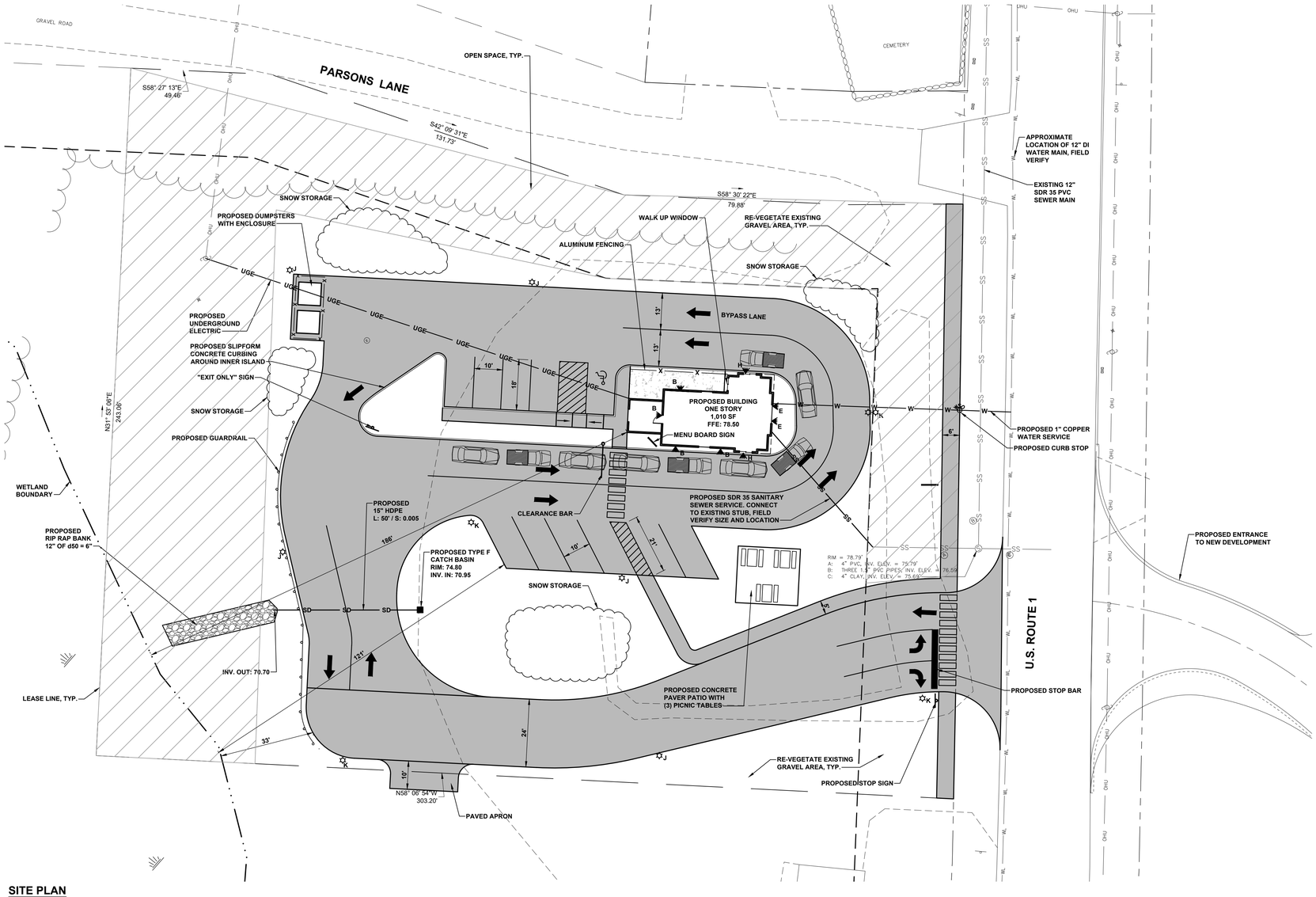
DRAWING No. **C100** REV.

SITE DEVELOPMENT DATA			
TAX MAP: 66 LOT: 26		*ALLOWED*	*PROPOSED*
OWNER: LYNCH, CHARLES S	MINIMUM FRONT YARD	30'	30'
13 POCAHONTAS ROAD	MINIMUM SIDE / REAR YARD	30'	100'
KITTERY POINT, ME 03905-5300	MINIMUM LOT SIZE	200,000 SF	13.8 ACRES
	MINIMUM STREET FRONTAGE	250'	500'
LOT SIZE: 13.8 ACRES	MAXIMUM BUILDING HEIGHT	40'	18'
ZONE: MIXED USE (MU)			
	PROJECT LEASE AREA:	66,275 SF (1.52 ACRES)	
	EXISTING IMPERVIOUS AREA:	42,057 SF (0.96 ACRES) (63% OF LOT)	
APPLICANT: GCS ENTERPRISES LLC	PROPOSED IMPERVIOUS AREA:	25,460 SF (0.58 ACRES) (38% OF LOT)	
352 WARREN AVE			
PORTLAND, ME 04103	*SITE DISTANCE*		
	SITE DISTANCE LOOKING SOUTH	450'	700'
	SITE DISTANCE LOOKING WEST	450'	1000'+
ENGINEER: HALEY WARD (FORMERLY CES, INC.)			
ATTN: SEAN THIES, PE	NOTES:		
ONE MERCHANTS PLAZA, SUITE 701	1. THERE ARE NO PROPOSED SOIL DISTURBANCES TO WETLANDS OR VERNAL POOLS.		
BANGOR, MAINE 04401	2. PARKING: THIS IS A DRIVE-THROUGH RESTAURANT WITH NO CUSTOMER SEATING. ONLY EMPLOYEE-PARKING HAS BEEN PROPOSED.		

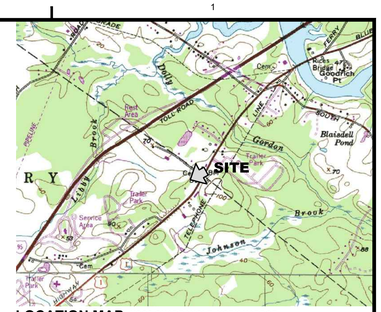
NOTE:
1. OPEN SPACE AREA REQUIRED: 23,174 SF / OPEN SPACE PROVIDED 24,000 SF (APPROXIMATE)

2. ANY FUTURE DEVELOPMENT OF THE PROPERTY OUTSIDE THE LEASED AREA WILL BE REQUIRED TO COMPLY WITH THE KITTERY LAND USE ORDINANCE.

3. SNOW WILL BE REMOVED FROM SITE IF DESIGNATED SNOW STORAGE AREAS ARE INSUFFICIENT.



SITE PLAN
SCALE: 1"=20'



LOCATION MAP: USGS QUADRANGLE: YORK HARBOR
SCALE: 1"=2000'
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LEGEND:

DESCRIPTION	*EXISTING*	*PROPOSED*
PROPERTY LINE		
BENCHMARK		
MANHOLE		
UTILITY POLE		
CATCH BASIN		
HYDRANT		
EDGE OF GRAVEL		
EDGE OF PAVEMENT		
MAJOR FOOT CONTOUR	100	100
MINOR FOOT CONTOUR	98	98
STORM DRAIN	SD	
SANITARY SEWER	SS	
OVERHEAD UTILITIES	OHU	OHU
UNDERGROUND UTILITIES		UGU
WETLAND BOUNDARY		
SILT FENCE		SF
PAVED SURFACE		
SITE LIGHTING		

NOTE:
1. PER S.W COMMENTS, EXISTING GRAVEL MATERIAL IN THE PROPOSED BUILDING AND PAVEMENT LOCATIONS SHOULD BE REMOVED AND REINSTALLED IN 12" LIFTS TO MEET STABILITY COMPACTION REQUIREMENTS, AND UTILITY TRENCHES TO BE BACKFILLED AND COMPACTED IN A SIMILAR FASHION AS ADJACENT MATERIAL TO PREVENT DIFFERENTIAL SETTLING.

PLAN REFERENCE:
1. INFORMATION BASED ON SITE PLAN BY ANDERSON LIVINGSTON ENGINEERS, INC. DATED APRIL 9, 2018.

2. ON JULY 20 & 21, 2021 HALEY WARD CONDUCTED A HIGHWAY SURVEY AND SOME LIMITED TOPOGRAPHY ON THE SUBJECT PROPERTY AS WELL AS TIE INTO THE BOUNDARY SURVEY BY ANDERSON LIVINGSTON ENGINEERS, INC.

GRAPHIC SCALE
20 0 10 20 40 60
(IN FEET)
1 inch = 20 ft.

REV.	DATE	DESCRIPTION	BY	CHK.

DRAWING ISSUE STATUS
NOT FOR CONSTRUCTION

HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING
One Merchants Plaza, Suite 701
Bangor, Maine 04401
207.989.4824
WWW.HALEYWARD.COM

PROJECT
GCS ENTERPRISES LLC
US ROUTE 1, KITTERY, MAINE

TITLE
PROPOSED SITE AND UTILITIES PLAN

STATE OF MAINE
SEAN M. THIES
No. 10139
04/27/2022
LICENSED
PROFESSIONAL ENGINEER

DATE	SCALE
2022.04.25	1"=20'
DRAWN BY: WAB	DESIGNED BY: WAB
CHECKED BY: SMT	
PROJECT No.	13522.001
DRAWING No.	REV.
C101	

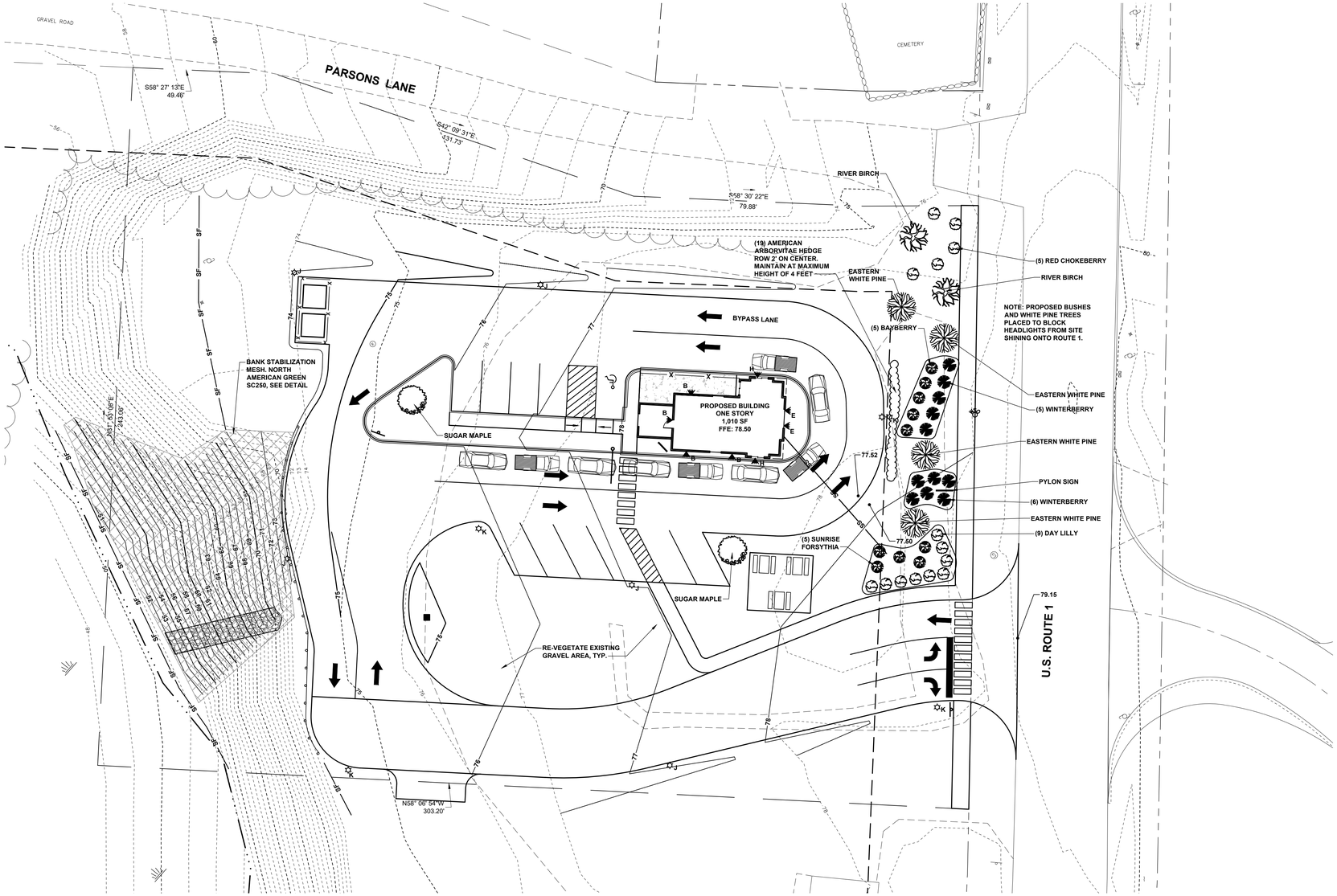
LANDSCAPING SCHEDULE

QUANTITY	TYPE	SPECIES	COMMON NAME	SIZE
2	TREE	ACER SACCHARUM	SUGAR MAPLE	12' HEIGHT, 2.5" CALIPER
4	TREE	PINUS STROBUS	EASTERN WHITE PINE	12' HEIGHT, 2.5" CALIPER
2	TREE	BETULA NIGRA	RIVER BIRCH	12' HEIGHT, 2.5" CALIPER
5	SHRUB	ARONIA ARBUTIFOLIA	RED CHOKEBERRY	2'-3' HIGH
5	SHRUB	MYRICA PENNSYLVANICA	BAYBERRY	2'-3' HIGH
11	SHRUB	ILEX VERTICILLATA	WINTERBERRY	2'-3' HIGH
5	SHRUB	FORSYTHIA 'SUNRISE'	SUNRISE FORSYTHIA	2'-3' HIGH
9	PERENNIAL	HEMEROCALLIS SPECIES	DAY LILLY	#2 POT
19	TREE	THULA OCCIDENTALIS HEDGE	AMERICAN ARBORVITAE	2'-3' HIGH

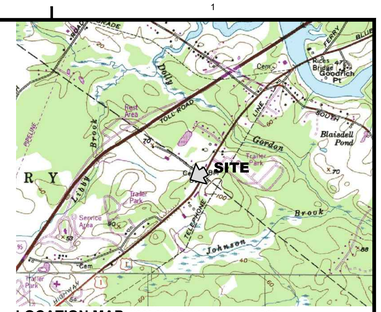
NOTE: PROPOSED LANDSCAPING SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE DEVELOPMENT.

STORMWATER & EROSION CONTROL MANAGEMENT AND MAINTENANCE NOTES

1. THE FOLLOWING NOTES DESCRIBE EROSION CONTROL AND STORMWATER MANAGEMENT MAINTENANCE ACTIVITIES TO BE CONDUCTED DURING CONSTRUCTION BY THE CONTRACTOR, AND AFTER CONSTRUCTION IS AN ONGOING REQUIREMENT OF THE OWNER. FEATURES ON THE SITE TO BE MAINTAINED INCLUDE PAVED AREAS, VEGETATED SWALES, A CATCH BASIN, A CULVERT, AND A CULVERT OUTLET.
2. REMOVE ACCUMULATED SEDIMENTS AND DEBRIS FROM CATCH BASIN SUMP, GRATE AND COLLECTION AREA.
3. ENSURE DITCHES AND SWALES ARE PERMANENTLY STABILIZED AFTER CONSTRUCTION AND ONGOING.
4. CLEAR DITCHES OF OBSTRUCTIONS, ACCUMULATED SEDIMENTS,OR DEBRIS AFTER CONSTRUCTION AND ONGOING.
5. ENSURE DITCH LINING/BOTTOMS ARE FREE OF EROSION AFTER CONSTRUCTION AND ONGOING.
6. CLEAR CULVERT OF OBSTRUCTIONS, ACCUMULATED SEDIMENTS OR DEBRIS AFTER CONSTRUCTION AND ONGOING.
7. ENSURE SLOPE IS STABILE AND IS NOT SHOWING SIGNS OF EROSION.
8. ENSURE RUNOFF IS FLOWING IN DITCHES AS INTENDED.



SITE PLAN
SCALE: 1"=20'



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BENCHMARK		
MANHOLE	S	
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HYDRANT		
EDGE OF GRAVEL		
EDGE OF PAVEMENT		
MAJOR FOOT CONTOUR	100	100
MINOR FOOT CONTOUR	98	98
STORM DRAIN	SD	
SANITARY SEWER	SS	
OVERHEAD UTILITIES	OHU	OHU
UNDERGROUND UTILITIES		UGU
WETLAND BOUNDARY		
SILT FENCE		SF
PAVED SURFACE		
SITE LIGHTING		

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PROJECT
GCS ENTERPRISES LLC
US ROUTE 1, KITTERY, MAINE

TITLE
PROPOSED GRADING AND LANDSCAPING PLAN

STATE OF MAINE
SEAN M. THIES
No. 10139
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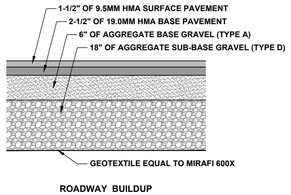
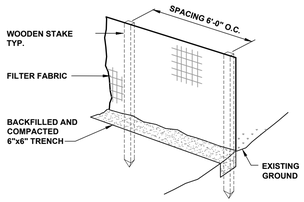
LICENSED PROFESSIONAL ENGINEER

DATE	SCALE
2022.04.25	1"=20'
DRAWN BY: WAB	DESIGNED BY: WAB
CHECKED BY: SMT	
PROJECT No.: 13522.001	
DRAWING No.: **C102**	REV.



TYPICAL ROADWAY/SIDEWALK BUILDUP DETAIL

N.T.S.

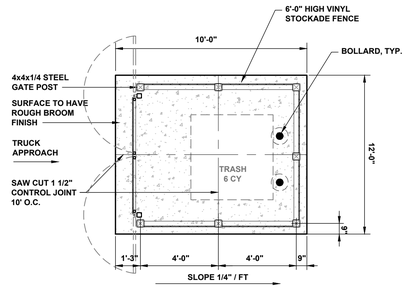


NOTES:

1. KEY FABRIC IN A 6"x6" TRENCH W/BACKFILL AND COMPACT.
2. SILT FENCE SHALL BE A 3' FENCE WITH A MINIMUM GRAB STRENGTH OF 120 LBS.

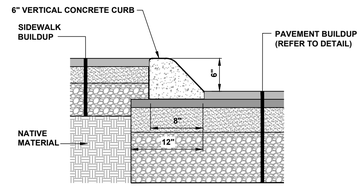
SILT FENCE DETAIL

N.T.S.



DUMPSTER PAD AND ENCLOSURE DETAIL

N.T.S.



NOTES:

1. ALL CURBING AND TERMINATION IN CONJUNCTION WITH SIDEWALKS MUST MEET ADA REQUIREMENTS.

SLIP FORM CONCRETE CURB DETAIL

N.T.S.

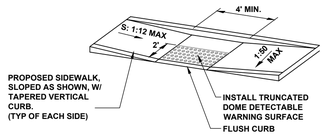
EROSION CONTROL NOTES

1. ALL SEDIMENTATION AND EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE MAINE EROSION AND SEDIMENTATION CONTROL BEST MANAGEMENT PRACTICES (BMPS), PUBLISHED BY THE BUREAU OF LAND AND WATER QUALITY, MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION, LATEST EDITION.
2. SILT FENCE WILL BE INSPECTED, REPLACED AND/OR REPAIRED IMMEDIATELY FOLLOWING ANY SIGNIFICANT RAINFALL OR SNOW MELT OR LOSS OF SERVICEABILITY DUE TO SEDIMENT ACCUMULATION. AT A MINIMUM, ALL EROSION CONTROL DEVICES WILL BE OBSERVED WEEKLY.
3. DURING THE CONSTRUCTION PHASE, INTERCEPTED SEDIMENT WILL BE RETURNED TO CONSTRUCTION SITE.
4. SEDIMENT CONTROL DEVICES SHALL REMAIN IN PLACE AND BE MAINTAINED BY THE CONTRACTOR UNTIL AREAS UPSLOPE ARE STABILIZED BY A SUITABLE GROWTH OF GRASS. ONCE A SUITABLE GROWTH OF GRASS HAS BEEN OBTAINED, ALL TEMPORARY EROSION CONTROL ITEMS SHALL BE REMOVED BY THE CONTRACTOR. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THEY ARE REMOVED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED, SEEDED, AND MULCHED IMMEDIATELY.
5. ALL DISTURBED AREAS WILL BE SEEDED WITH 2.5 LBS. RED FESCUE AND 0.5 LBS. RYE GRASS PER 1,000 SQUARE FEET AND MULCHED AT A RATE OF 90 LBS. PER 1,000 SQUARE FEET OR EQUIVALENT APPLICATION OF SEED AND MULCH.
6. A SUITABLE BINDER SUCH AS CURASOL OR TERRTACK WILL BE USED ON THE HAY MULCH FOR WIND CONTROL.
7. IF FINAL SEEDING OF DISTURBED AREAS IS NOT COMPLETED BY SEPTEMBER 15th OF THE YEAR OF CONSTRUCTION, THEN ON THAT DATE THESE AREAS WILL BE GRADED AND SEEDED WITH WINTER RYE AT THE RATE OF 112 POUNDS PER ACRE OR 3 POUNDS PER 1000 SQUARE FEET. THE RYE SEEDING WILL BE PRECEDED BY AN APPLICATION OF 3 TONS OF LIME AND 900 LBS. OF 10-20-20 FERTILIZER OR ITS EQUIVALENT. MULCH WILL BE APPLIED AT A RATE OF 90 POUNDS PER 1000 SQUARE FEET.
8. IF THE RYE SEEDING CANNOT BE COMPLETED BY OCTOBER 1st OR IF THE RYE DOES NOT MAKE ADEQUATE GROWTH BY DECEMBER 1st, THEN ON THOSE DATES, HAY MULCH WILL BE APPLIED AT 150 POUNDS PER 1000 SQUARE FEET.
9. INTERIOR SILT FENCES ALONG CONTOUR DIVIDING FLAT AND STEEP SLOPES, AREAS WITH DIFFERENT DISTURBANCE SCHEDULES, AROUND TEMPORARY STOCKPILES OR IN OTHER UNSPECIFIED POSSIBLE CIRCUMSTANCES SHOULD BE CONSIDERED BY THE CONTRACTOR. THE INTENT OF SUCH INTERIOR SILT FENCES IS TO LIMIT SEDIMENT TRANSPORT WITHIN THE SITE TOWARD THE PROTECTED CATCH BASIN INLETS TO MINIMIZE SEDIMENT REMOVAL REQUIRED BY THE EROSION CONTROL NOTE 9 PROTECTIONS AND EXTEND LIFE OF SUCH DEVICES.
10. THE CONTRACTOR SHALL PROVIDE A SEDIMENT BASIN FOR ALL WATER PUMPED FROM EXCAVATIONS. BASIN SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE "MAINE EROSION AND SEDIMENT HANDBOOK FOR CONSTRUCTION: BEST MANAGEMENT PRACTICES". THE CONTRACTOR SHALL SUBMIT FOR REVIEW/APPROVAL PRIOR TO BEGINNING ANY PROJECT WORK.
11. MINIMUM EROSION CONTROL MEASURES WILL NEED TO BE IMPLEMENTED AND THE CONTRACTOR WILL BE RESPONSIBLE TO MAINTAIN ALL COMPONENTS OF THE EROSION CONTROL PLAN UNTIL THE SITE IS FULLY STABILIZED. HOWEVER, BASED ON SITE AND WEATHER CONDITIONS DURING CONSTRUCTION, ADDITIONAL EROSION CONTROL MEASURES MAY NEED TO BE IMPLEMENTED. ALL AREAS OF INSTABILITY AND EROSION MUST BE REPAIRED IMMEDIATELY DURING CONSTRUCTION AND NEED TO BE MAINTAINED UNTIL THE SITE IS FULLY STABILIZED OR VEGETATION IS ESTABLISHED. A CONSTRUCTION LOG MUST BE MAINTAINED FOR THE EROSION AND SEDIMENTATION CONTROL INSPECTIONS AND MAINTENANCE

    CONTRACTOR WILL BE RESPONSIBLE FOR FOLLOWING PROCEDURES FOUND IN THE "MAINE EROSION AND SEDIMENT CONTROL PRACTICES FIELD GUIDE FOR CONTRACTORS" (PUBLISHED MARCH 2015). THE PUBLICATION CAN BE FOUND AT: HTTP://WWW.MAINE.GOV/DEP/LAND/EROSION/ESCBMPS/INDEX.HTML

STORMWATER & EROSION CONTROL MANAGEMENT AND MAINTENANCE NOTES

1. THE FOLLOWING NOTES DESCRIBE EROSION CONTROL AND STORMWATER MANAGEMENT MAINTENANCE ACTIVITIES TO BE CONDUCTED DURING CONSTRUCTION BY THE CONTRACTOR, AND AFTER CONSTRUCTION IS AN ONGOING REQUIREMENT OF THE OWNER. FEATURES ON THE SITE TO BE MAINTAINED INCLUDE PAVED AREAS, VEGETATED SWALES, A CATCH BASIN, A CULVERT, AND A CULVERT OUTLET.
2. REMOVE ACCUMULATED SEDIMENTS AND DEBRIS FROM CATCH BASIN SUMP, GRATE AND COLLECTON AREA.
3. ENSURE DITCHES AND SWALES ARE PERMANENTLY STABILIZED AFTER CONSTRUCTION AND ONGOING.
4. CLEAR DITCHES OF OBSTRUCTIONS, ACCUMULATED SEDIMENTS,OR DEBRIS AFTER CONSTRUCTION AND ONGOING.
5. ENSURE DITCH LINING/BOTTOMS ARE FREE OF EROSION AFTER CONSTRUCTION AND ONGOING.
6. CLEAR CULVERT OF OBSTRUCTIONS, ACCUMULATED SEDIMENTS OR DEBRIS AFTER CONSTRUCTION AND ONGOING.
7. ENSURE SLOPE IS STABILE AND IS NOT SHOWING SIGNS OF EROSION.
8. ENSURE RUNOFF IS FLOWING IN DITCHES AS INTENDED.

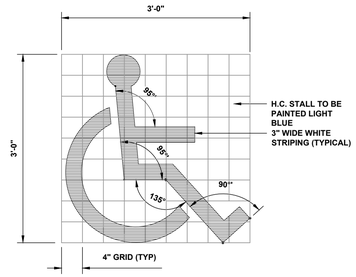


NOTES:

1. THE TEXTURE OF THE WARNING FEATURE MUST CONTRAST WITH THE SURROUNDING SURFACES (EITHER LIGHT ON DARK, OR DARK ON LIGHT).
2. SIZE OF DETECTABLE SURFACE TO BE 24" MIN. HEIGHT x THE FULL WIDTH OF THE RAMP / WALK.
3. CAST IRON DETECTABLE WARNING PAVER SURFACE SHALL BE EQUAL TO NEENAH FOUNDRY, UN-PAINTED.
4. PAVERS SHALL BE INSTALLED IN ACCORDANCE WITH ADA GUIDELINES, AND PER MANUFACTURER'S WRITTEN INSTRUCTIONS.

TYPICAL HANDICAP CURB RAMP DETAILS

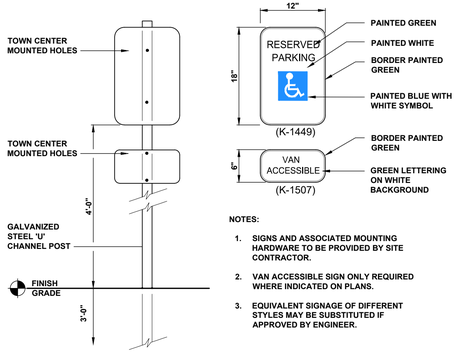
N.T.S.



NOTE: CENTER SYMBOL WITHIN PARKING STALL

TYPICAL HANDICAP PARKING STALL SYMBOL

N.T.S.

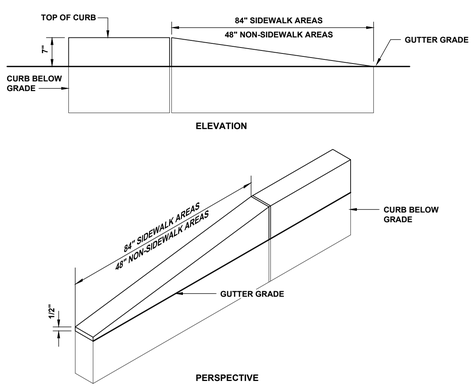


NOTES:

1. SIGNS AND ASSOCIATED MOUNTING HARDWARE TO BE PROVIDED BY SITE CONTRACTOR.
2. VAN ACCESSIBLE SIGN ONLY REQUIRED WHERE INDICATED ON PLANS.
3. EQUIVALENT SIGNAGE OF DIFFERENT STYLES MAY BE SUBSTITUTED IF APPROVED BY ENGINEER.

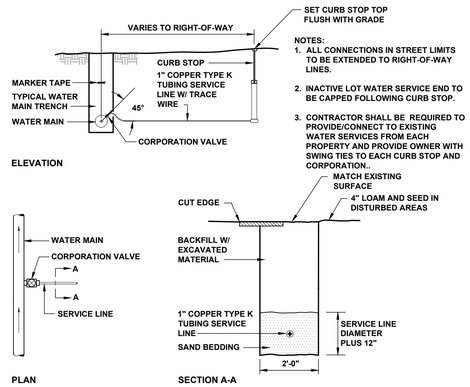
TYPICAL HANDICAP PARKING SIGN DETAIL

N.T.S.



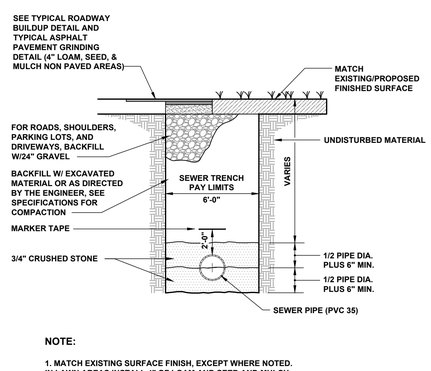
TYPICAL CURB TERMINATION DETAIL

N.T.S.



TYPICAL WATER SERVICE DETAIL

N.T.S.



NOTE:

1. MATCH EXISTING SURFACE FINISH, EXCEPT WHERE NOTED. IN LAWN AREAS INSTALL 4" OF LOAM AND SEED AND MULCH.

TYPICAL SEWER TRENCH DETAIL

N.T.S.

REV.	DATE	DESCRIPTION	BY	CHK.

DRAWING ISSUE STATUS

NOT FOR CONSTRUCTION

HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING
One Merchants Plaza, Suite 701
Bangor, Maine 04401
207.989.4824
WWW.HALEYWARD.COM

PROJECT

GCS ENTERPRISES LLC
US ROUTE 1, KITTERY, MAINE

TITLE

SITE DETAILS

STATE OF MAINE
SEAN M. THIES
No. 10139
04/27/2022
LICENSED PROFESSIONAL ENGINEER

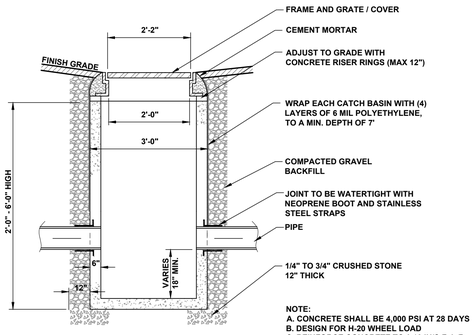
DATE	SCALE
2021.05.26	NTS

DRAWN BY	DESIGNED BY	CHECKED BY
WAB	WAB	SMT

PROJECT No.
13522.001

DRAWING No.
C501

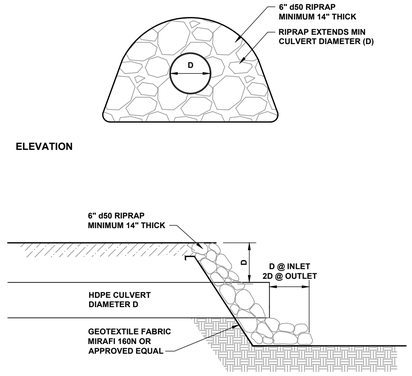
REV.



NOTE:
A. CONCRETE SHALL BE 4,000 PSI AT 28 DAYS
B. DESIGN FOR H-20 WHEEL LOAD
C. REINFORCE CONCRETE TO 0.12 IN/S.F. L.F.

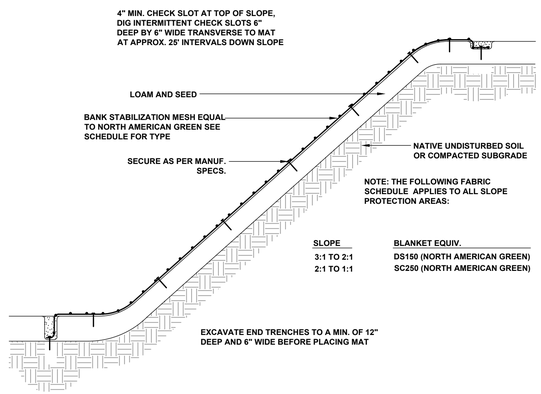
TYPICAL TYPE 'F' CATCH BASIN DETAIL

N.T.S.



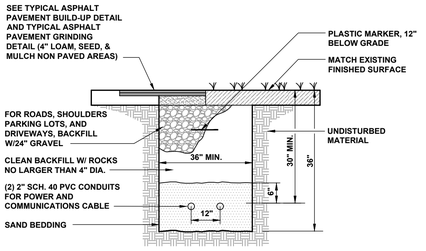
TYPICAL CULVERT INLET/OUTLET PROTECTION DETAIL

N.T.S.



BANK STABILIZATION DETAIL

N.T.S.

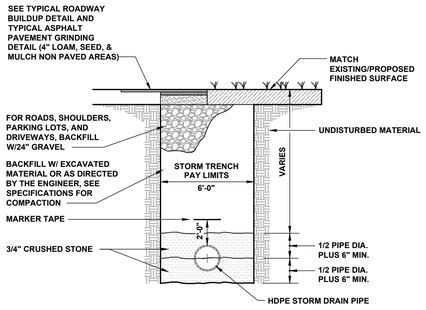


NOTES:

1. SIZE, NUMBER, MATERIAL, AND ARRANGEMENT OF CONDUIT SHALL BE COORDINATED WITH INDIVIDUAL UTILITIES.
2. ALL ELECTRICAL CONDUIT AND STRUCTURES SHALL BE WATER TIGHT.
3. CONDUITS SHALL EXCLUSIVELY SERVE EITHER POWER OR COMMUNICATIONS.

TYPICAL UNDERGROUND UTILITY TRENCH DETAIL

N.T.S.

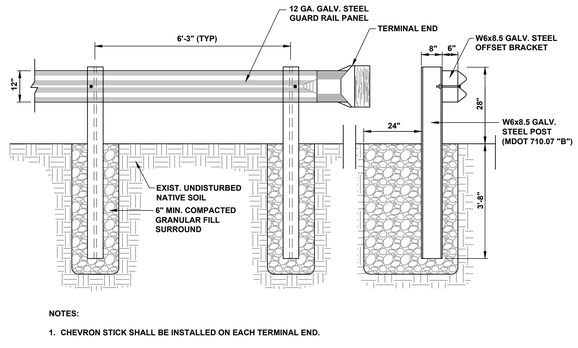


NOTE:

1. MATCH EXISTING SURFACE FINISH, EXCEPT WHERE NOTED. IN LAWN AREAS INSTALL 4" OF LOAM AND SEED AND MULCH.

TYPICAL STORM DRAIN TRENCH DETAIL

N.T.S.

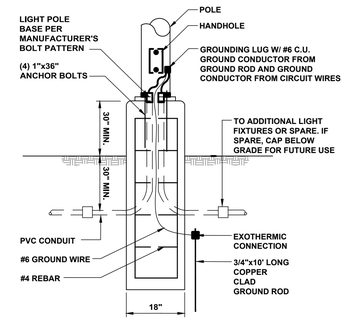


NOTES:

1. CHEVRON STICK SHALL BE INSTALLED ON EACH TERMINAL END.
2. REFLECTORIZED FLEXIBLE GUARDRAIL MARKERS SHALL BE MOUNTED ON ALL GUARDRAILS AT THE FLARED END TREATMENT TERMINALS AND IT'S TANGENT POINTS, AT BOTH THE LEADING AND TRAILING ENDS OF EACH GUARDRAIL.
3. REFLECTORIZED BEAM GUARDRAIL DELINEATOR SHALL BE MOUNTED WITHIN THE GUARDRAIL BEAM AT A MINIMUM EVERY OTHER GUARDRAIL POST.
4. GUARDRAIL COMPONENTS SHALL MEET MDOT SECTION 606 SPECIFICATIONS.

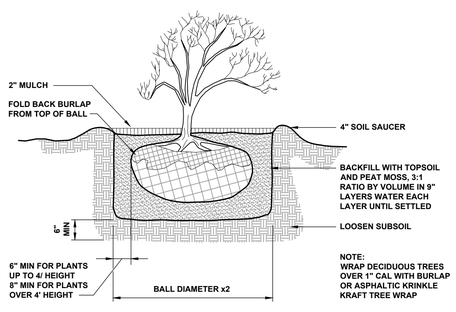
STEEL GUARDRAIL DETAIL

N.T.S.



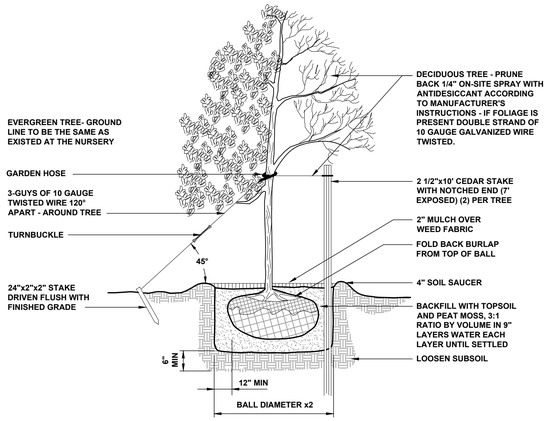
TYPICAL LIGHT POLE BASE DETAIL

N.T.S.



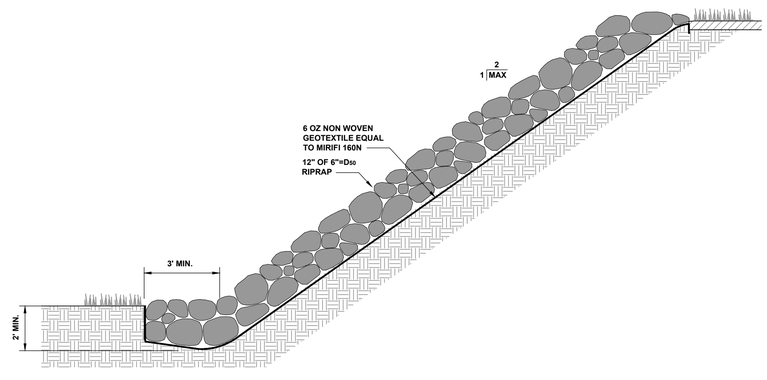
SHRUB PLANTING DETAIL

N.T.S.



TYPICAL PLANTING DETAIL

N.T.S.



RIP RAPPED SLOPE STABILIZATION DETAIL

N.T.S.

REV.	DATE	DESCRIPTION	BY	CHK.

DRAWING ISSUE STATUS

NOT FOR CONSTRUCTION

HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING
One Merchants Plaza, Suite 701
Bangor, Maine 04401
207.989.4824
WWW.HALEYWARD.COM

PROJECT

GCS ENTERPRISES LLC
US ROUTE 1, KITTERY, MAINE

TITLE

SITE DETAILS

STATE OF MAINE
SEAN M. THIES
No. 10139
04/27/2022
LICENSED
PROFESSIONAL ENGINEER

DATE	SCALE
2021.05.26	NTS
DRAWN BY: WAB	DESIGNED BY: WAB	CHECKED BY: SMT
PROJECT No.: 13522.001	
DRAWING No.: C502	REV:

HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING

March 9, 2022

Town of Kittery
Attn: Bart McDonough, Town Planner
200 Rogers Road
Kittery, Maine 03904

Re: Kittery Aroma Joes | Planning Board Review Comments

Dear Mr. McDonough:

Haley Ward, Inc. (Haley Ward) has prepared the following response to the comments that were raised by the Planning Board at their December 9, 2021, meeting. We were not provided a list of formal comments, so the following items are from our notes during the meeting.

1. *The applicant should request a waiver to have the site access located on Route 1 instead of Parsons Lane. Include a sketch of what the Parsons Lane access could look like. Include reasons why access from Parsons Lane is not feasible.*

   We request a waiver as noted above for the site access to be located on Route 1 as shown on our proposed site plan. Attached to this letter is a sketch showing what the access could look like from Parsons Lane. Parsons Lane is a private drive that is not suitable for commercial use. There are safety issues with the proximity of the existing drive to the existing business to the north. Adding a commercial traffic entrance adjacent to that existing business would create serious safety issues for vehicles from both locations entering and exiting. The site access has been discussed in detail with MaineDOT through our Traffic Movement Permit process, and it has been determined that the access as proposed, directly across Route 1 from another new commercial entrance, is the best location. We would also note that this location is very close to the existing entrance to this lot.

2. *The applicant should add the pre and post development impervious area numbers to the plan.*

   The attached revised site plan includes these numbers in the project summary table.

One Merchants Plaza, Suite 701, Bangor, ME 04401
T: 207.989.4824 | HALEYWARD.COM

3. *The applicant should perform a Geotechnical study and provide a report prior to final approval in lieu of a soils survey.*

   Please refer to the draft geotechnical report.

4. *Please add snow storage areas to the site plan and note that snow will be removed from the site if the storage areas become full.*

   Please refer to the attached revised site plan.

5. *Provide information on the proposed plantings and how they will screen headlights from shining onto Route 1.*

   The proposed plantings were selected based on the town ordinance. We revised some of the tree's species to provide more evergreen plantings instead of deciduous. The trees are all 12' tall at time of planting, and the shrubs are all 2-3 feet high at time of planting. We believe that we have strategically placed them in order to keep headlights from shining into the road.

6. *The applicant should request a waiver for the proposed flat roof.*

   We are requesting a waiver for the back section of the building to have a flat roof. The front part of the building that faces Route 1 has a gable end. The small back half has a flat roof section.

7. *Verify that all proposed signage meets the sign ordinance.*

   We have reviewed the sign ordinance and believe that the proposed signage complies with it. Please refer to the attached sign detail for the proposed pylon sign.

We look forward to reviewing the revised plans with the planning board at the meeting on March 24th. If you have any questions, please do not hesitate to contact the undersigned at (207) 989-4824 or sthies@haleyward.com.

Sincerely,
Haley Ward, Inc.

Sean Thies, PE
Senior Project Manager

SMT/cmg
Attach.

S.W.COLE ENGINEERING, INC.

REPORT

21-0653 S

March 8, 2022

Explorations and Geotechnical Engineering Services

Proposed Coffee Shop
523 Route 1
Kittery, Maine

Prepared For:
Haley Ward
Attention: Sean Thies, PE
One Merchants Plaza, Suite 701
Bangor, Maine 04401

Prepared By:
S. W. Cole Engineering, Inc.
10 Centre Road
Somersworth, New Hampshire 03878
T: 603-692-0088

TABLE OF CONTENTS

21-0653 S

March 8, 2022

Haley Ward
Attention: Sean Thies, PE
One Merchants Plaza, Suite 701
Bangor, Maine 04401

Subject: Explorations and Geotechnical Engineering Services
Proposed Coffee Shop
523 Route 1
Kittery, Maine

Dear Sean:

In accordance with our revised Proposal, dated February 18, 2022, we have performed subsurface explorations for the subject project. This report summarizes our findings and geotechnical recommendations, and its contents are subject to the limitations set forth in Appendix A.

1.0 INTRODUCTION

1.1 Scope and Purpose

The purpose of our services was to obtain subsurface information at the site to develop geotechnical recommendations relative to foundations and earthwork associated with the proposed building and pavement construction. Our scope of services included seven test boring explorations, soils laboratory testing, a geotechnical analysis of the subsurface findings and preparation of this report.

1.2 Site and Proposed Construction

The site is an open lot southwest of Route 1 / Parsons Lane intersection in the Town of Kittery. We understand from our discussion with you regarding the project, there has been some site filling undertaken to raise the grade to its current elevation. The site is graded relatively flat extending about 200 feet away from Route 1 from elevation 78 to 74 feet. At this point the site slopes downward to the west to elevation 48 feet. The

upper 20 to 25 feet of elevation of the slopes vary from 2H:1V to 1.5H:1V, becoming steeper approaching the south.

Based on the information provided, we understand proposed construction plans call for construction of a new small lightweight structure housing a coffee shop covering 1,010 square feet in plan area. Construction will include entrance drive, drive through loop, and associated paved parking covering approximately 200 by 200 feet area in plan dimensions. We understand a finished floor elevation of 78.5 feet is proposed for the building and finish grade for the pavement will vary from 75 to 78 feet. The pavement area will extend beyond the top of the existing slope in the central portion of the existing west slope. New slope grading in this area will be graded to 2H:1V.

Proposed and existing site features are shown on the "Exploration Location Plan" attached in Appendix B.

2.0 EXPLORATION AND TESTING

2.1 Explorations

Seven test borings (B-1 through B-7) were made at the site on February 23, 2022 by S. W. Cole Explorations, LLC. The exploration locations were selected and established in the field by S. W. Cole Engineering, Inc. (S.W.COLE) using a recreational grade GPS receiver. The approximate exploration locations are shown on the "Exploration Location Plan" attached in Appendix B. Logs of the explorations and a key to the notes and symbols used on the logs are attached in Appendix C. The elevations shown on the logs were estimated based on topographic information shown on the "Exploration Location Plan".

2.2 Field Testing

The test borings were drilled using hollow stem auger techniques. The soils were sampled at 2 to 5 foot intervals using a split spoon sampler and Standard Penetration Testing (SPT) methods. SPT blow counts results are shown on the logs.

2.3 Laboratory Testing

Soil samples obtained from the explorations were returned to our laboratory for further classification and testing. Three sieve analysis and moisture content tests were

performed. The results of moisture content tests are shown on the logs and the sieve analysis results are attached in Appendix D.

3.0 SUBSURFACE CONDITIONS

3.1 Soil and Bedrock

Test borings B-1 and B-2 were made in the general vicinity of the proposed building and encountered a soils profile generally made up of 6 inches of fill consisting of brown gravelly sand some silt overlying 6 to 8 feet of loose to medium dense uncontrolled fill consisting of dark brown silty gravelly sand with cobbles and boulders overlying native medium dense to very dense glacial till. These borings were terminated in glacial till at depths of 26.0 and 20.5 feet, respectively.

Test borings B-3 and B-7 were made in the proposed paved areas. These test borings encountered uncontrolled fill consisting of loose to medium dense dark brown gravelly silty sand trace organics possible cobbles and boulders extending to depths of about 10.5 to 20feet increasing in depth to the west. The fills overlie native medium dense sand and medium dense to very dense glacial till where the borings were terminated at depths varying from 12.0 to 22.0 feet.

Refer to the attached logs in Appendix B for more detailed subsurface information.

3.2 Groundwater

The test borings did not encounter free water. Long-term groundwater information is not available. It should be anticipated that groundwater levels will fluctuate, particularly in response to periods of snowmelt and precipitation, as well as changes in site use. Further, it is likely that water is perched within the silty fill materials.

4.0 EVALUATION AND RECOMMENDATIONS

4.1 General Findings

Based on the subsurface findings, the proposed construction appears feasible from a geotechnical standpoint. The principal geotechnical considerations include:

- All uncontrolled fills must be completely removed from beneath the proposed building footprint and extending beyond the edge of the footings by 1 foot laterally for every 1 foot of over-excavation below the bottom of footing. The over-excavation should be backfilled with properly compacted Granular Borrow. Provided the excavated fill does not contain debris, organic, other deleterious matter or oversized rock particles and moisture content is adequate for achieving compaction, it may be possible to re-use the material to backfill the over-excavation in controlled compacted lifts.

- Spread footing foundations and a slab-on-grade floors bearing on properly prepared subgrades appear suitable for the proposed building. Footings should bear on at least 6-inches of compacted Crushed Stone overlying undisturbed native soils or Crushed Stone overlying suitable Granular Borrow over undisturbed native soils. On-grade floor slabs should bear on at least 12-inches of properly compacted Structural Fill overlying properly prepared subgrades.

- Uncontrolled fills in the paved areas come with unknows related to fill composition and compaction. These properties create uncertainties and risk of settlement when supporting of pavements and utilities. Given the depth of the fill, it is unlikely practical or economically feasible to completely over-excavate and replace the fill, however this approach would eliminate the risk of settlement from uncontrolled fills. It is our opinion the risk associated with allowing fills to remain below paved areas involves poor lack of support to the pavement. The lack of support will likely result in settlement and cracking of pavement and an overall shorter pavement life. Additional maintenance of the pavement will be required during its life. The owner must understand and accept the risks and consequences if the fills are allowed to remain in place.

- There are methods that can help reduce the risk of poor pavement performance, but not eliminate the risk. Some of these methods include; partial over-excavation to two feet below pavement section subgrade, proof-rolling with a large vibratory drum roller, placement of a geotextile reinforcing fabric/grid, and placement of new controlled subgrade fill below the pavement section.

- We recommend the existing slope in the southwest portion of the site be flattened to 2H:1V by extending the toe further to the west and filling over the existing slope.

- Earthwork and grading activities should occur during drier, non-freezing weather of Spring, Summer and Fall. Excavation of bearing surfaces should be completed with a smooth-edged bucket to lessen subgrade disturbance.

4.2 Site and Subgrade Preparation

We recommend that site preparation begin with the construction of an erosion control system to protect adjacent drainage ways and areas outside the construction limits. Surficial organics, roots and topsoil should be completely removed from areas of proposed fill and construction. As much vegetation as possible should remain outside the construction areas to lessen the potential for erosion and site disturbance.

Building Pad and Footings: As discussed, uncontrolled fills are present in the proposed building area. All uncontrolled fills must be completely removed from beneath the proposed building. The extent of removal should extend 1 foot laterally outward from outside edge of perimeter footings for every 1-foot of excavation depth (1H:1V bearing splay). The over-excavated area should be backfilled with compacted Granular Borrow.

We recommend that final cuts to subgrade made using a smooth-edged bucket and that footings be underlain by at least 6-inches of Crushed Stone.

Pavement and Utilities: Uncontrolled fills encountered beneath proposed paved areas extend up to 20 feet below existing grade. The uncontrolled fills in the paved areas are not ideal for support of pavement, however in our opinion there is not a practical or economical construction approach to address these fills. Considering the site use it is our opinion the fills can remain under paved areas, however all parties should recognize that settlement and loss of support will likely occur and pavement distress is to be expected. Often this requires more frequent maintenance and results in a shorter pavement life. At a minimum the pavement subgrade should be proof-rolled with a vibratory roller compactor weighing at least 10 kips.

Beneath pipes and utility structures where fills soils are the subgrade, we recommend over-excavating with a smooth edged bucket and installing at least 1 foot of Crushed Stone wrapped in non-woven geotextile below customary bedding materials followed by geotextile fabric and customary bedding materials.

4.3 Excavation and Dewatering

Excavation work will generally encounter uncontrolled fills. Care must be exercised during construction to limit disturbance of the bearing soils. Earthwork and grading activities should occur during drier, non-freezing weather of Spring, Summer and Fall. Final cuts to native subgrade should be performed with a smooth-edged bucket to help reduce strength loss from soil disturbance.

Vibrations from construction should be controlled below threshold limits of 0.5 in/sec for structures, water supply wells and infrastructure within 500 feet of the project site. More restrictive vibration limits may be warranted in specific cases with sensitive equipment, historic structures or artifacts on-site or within close proximity.

Sumping and pumping dewatering techniques should be adequate to control water in shallow excavations. Controlling the water levels to at least one foot below planned excavation depths will help stabilize subgrades during construction. Excavations must be properly shored or sloped in accordance with OSHA Regulations to prevent sloughing and caving of the sidewalls during construction. Care must be taken to preclude undermining adjacent structures, utilities and roadways. The design and planning of excavations, excavation support systems, and dewatering is the responsibility of the contractor.

4.4 Foundations

We recommend the proposed building be supported on spread footings founded on at least 6-inches of Crushed Stone overlying undisturbed native soils or Crushed Stone overlying suitable Granular Borrow over undisturbed native soils. For foundations bearing on properly prepared subgrades, we recommend the following geotechnical parameters for design consideration:

Geotechnical Parameters for Spread Footings and Foundation Walls	
Design Frost Depth (100 year AFI)	4.0 feet
Net Allowable Soil Bearing Pressure	3.0 ksf
Base Friction Factor	0.35
Total Unit Weight of Backfill	125 pcf
At-Rest Lateral Earth Pressure Coefficient	0.5
Internal Friction Angle of Backfill	30°
Seismic Soil Site Class	D (IBC 2015)
Estimated Total Settlement	1-inch
Differential Settlement	½-inch

4.5 Foundation Drainage

We recommend an underdrain system be installed on the outside edge of the perimeter footings. The underdrain pipe should consist of 4-inch diameter, perforated SDR-35 foundation drain pipe bedded in Crushed Stone and wrapped in non-woven geotextile fabric. The underdrain pipe must have a positive gravity outlet protected from freezing, clogging and backflow. Surface grades should be sloped away from the building for positive surface water drainage.

4.6 Slab-On-Grade

On-grade floor slabs in heated areas may be designed using a subgrade reaction modulus of 100 pci (pounds per cubic inch) provided the slab is underlain by at least 12-inches of compacted Structural Fill placed over properly prepared subgrades. The structural engineer or concrete consultant must design steel reinforcing and joint spacing appropriate to slab thickness and function.

We recommend a sub-slab vapor retarder particularly in areas of the building where the concrete slab will be covered with an impermeable surface treatment or floor covering that may be sensitive to moisture vapors. The vapor retarder must have a permeance that is less than the floor cover or surface treatment that is applied to the slab. The vapor retarder must have sufficient durability to withstand direct contact with the sub-slab base material and construction activity. The vapor retarder material should be placed according to the manufacturer's recommended method, including the taping and lapping of all joints and wall connections. The architect and/or flooring consultant should select the vapor retarder products compatible with flooring and adhesive materials.

The floor slab should be appropriately cured using moisture retention methods after casting. Typical floor slab curing methods should be used for at least 7 days. The architect or flooring consultant should assign curing methods consistent with current applicable American Concrete Institute (ACI) procedures with consideration of curing method compatibility to proposed surface treatments, flooring and adhesive materials.

4.7 Entrance Slabs and Sidewalks

Entrance slabs and sidewalks adjacent to the building must be designed to reduce the effects of differential frost action between adjacent pavement, doorways, and entrances. We recommend that non-frost susceptible Structural Fill be provided to a depth of at

least 4.0 feet below the top of entrance slabs. This thickness of Structural Fill should extend the full footprint of the entrance slab thereafter, transitioning up to the bottom of the adjacent sidewalk or pavement gravels at a 3H:1V or flatter slope.

4.8 Fill, Backfill and Compaction

We recommend the following fill and backfill materials: recycled products must also be tested in accordance with applicable environmental regulations and approved by a qualified environmental consultant.

Granular Borrow: Fill to raise grades in building and paved areas, as well as to repair soft areas, should be sand or silty sand meeting the requirements of 2020 MaineDOT Standard Specification 703.19 Granular Borrow.

Structural Fill: Backfill for foundations, slab base material and material below exterior entrances slabs should be clean, non-frost susceptible sand and gravel meeting the gradation requirements for Structural Fill as given below:

Structural Fill	
Sieve Size	**Percent Finer by Weight**
4 inch	100
3 inch	90 to 100
¼ inch	25 to 90
No. 40	0 to 30
No. 200	0 to 6

Crushed Stone: Crushed Stone, used beneath foundations and for underdrain aggregate should be washed ¾-inch crushed stone meeting the requirements of 2020 MaineDOT Standard Specification 703.13 Crushed Stone ¾-Inch.

Reuse of Site Soils: The on-site fill soils may be suitable for reuse as Granular Borrow, provided they meet the gradation requirements, are free of organics and debris, and are at a compactable moisture content at the time of reuse.

Placement and Compaction: Fill should be placed in horizontal lifts and compacted such that the desired density is achieved throughout the lift thickness with 3 to 5 passes of the compaction equipment. Loose lift thicknesses for grading, fill and backfill activities should not exceed 12 inches. We recommend that fill and backfill in building

and paved areas be compacted to at least 95 percent of its maximum dry density as determined by ASTM D-1557. Crushed Stone should be compacted with 3 to 5 passes of a vibratory plate compactor having a static weight of at least 500 pounds.

4.9 Weather Considerations

Construction activity should be limited during wet and freezing weather and the site soils may require drying or thawing before construction activities may continue. The contractor should anticipate the need for water to temper fills in order to facilitate compaction during dry weather. If construction takes place during cold weather, subgrades, foundations and floor slabs must be protected during freezing conditions. Concrete and fill must not be placed on frozen soil; and once placed, the concrete and soil beneath the structure must be protected from freezing.

4.10 Paved Areas

We anticipate paved areas will be subjected primarily to passenger vehicle and light delivery truck traffic. Considering the site soils, and proposed usage, we offer the following pavement section for consideration.

FLEXIBLE (HMA) PAVEMENT SECTION – 2020 MaineDOT Standard Specs	
Pavement Layer	**Material Thickness**
MaineDOT 9.5 mm Hot Mix Asphalt	1 ½ inches
MaineDOT 19.0 mm Hot Mix Asphalt	2 ½ inches
MaineDOT 703.06 Aggregate Base Type A	6 inches
MaineDOT 703.06 Aggregate Subbase Type D	12 inches
Proof-rolled Subgrade, at a minimum	

The base and subbase materials should be compacted to at least 95 percent of their maximum dry density as determined by ASTM D-1557. Hot mix asphalt pavement should be compacted to 92 to 97 percent of its theoretical maximum density as determined by ASTM D-2041. A tack coat should be used between successive lifts of bituminous pavement.

It should be understood that frost penetration can be on the order of 4 feet in this area. In the absence of full depth excavation of frost susceptible soils below paved areas and subsequent replacement with non-frost susceptible compacted fill, frost penetration into

the subgrade will occur and some heaving and distress of pavement must be anticipated.

4.11 Design Review and Construction Testing

S.W.COLE should be retained to review the construction documents prior to bidding to determine that our earthwork, foundation and pavement recommendations have been properly interpreted and implemented.

A construction materials testing and quality assurance program should be implemented during construction to observe compliance with the design concepts, plans, and specifications. S.W.COLE is available to observe earthwork activities, the preparation of foundation bearing surfaces and pavement subgrades, as well as to provide testing and IBC Special Inspection services for soils, concrete, and asphalt construction materials.

5.0 CLOSURE

It has been a pleasure to be of assistance to you with this phase of your project. We look forward to working with you during the construction phase of the project.

Sincerely,

S. W. Cole Engineering, Inc.

Chad B. Michaud, P.E.
Principal Geotechnical Engineer

AJS/CBM:rec

APPENDIX A

Limitations

This report has been prepared for the exclusive use of Haley Ward for specific application to the proposed Coffee Shop on 523 Route 1 in Kittery, Maine. S. W. Cole Engineering, Inc. (S.W.COLE) has endeavored to conduct our services in accordance with generally accepted soil and foundation engineering practices. No warranty, expressed or implied, is made.

The soil profiles described in the report are intended to convey general trends in subsurface conditions. The boundaries between strata are approximate and are based upon interpretation of exploration data and samples.

The analyses performed during this investigation and recommendations presented in this report are based in part upon the data obtained from subsurface explorations made at the site. Variations in subsurface conditions may occur between explorations and may not become evident until construction. If variations in subsurface conditions become evident after submission of this report, it will be necessary to evaluate their nature and to review the recommendations of this report.

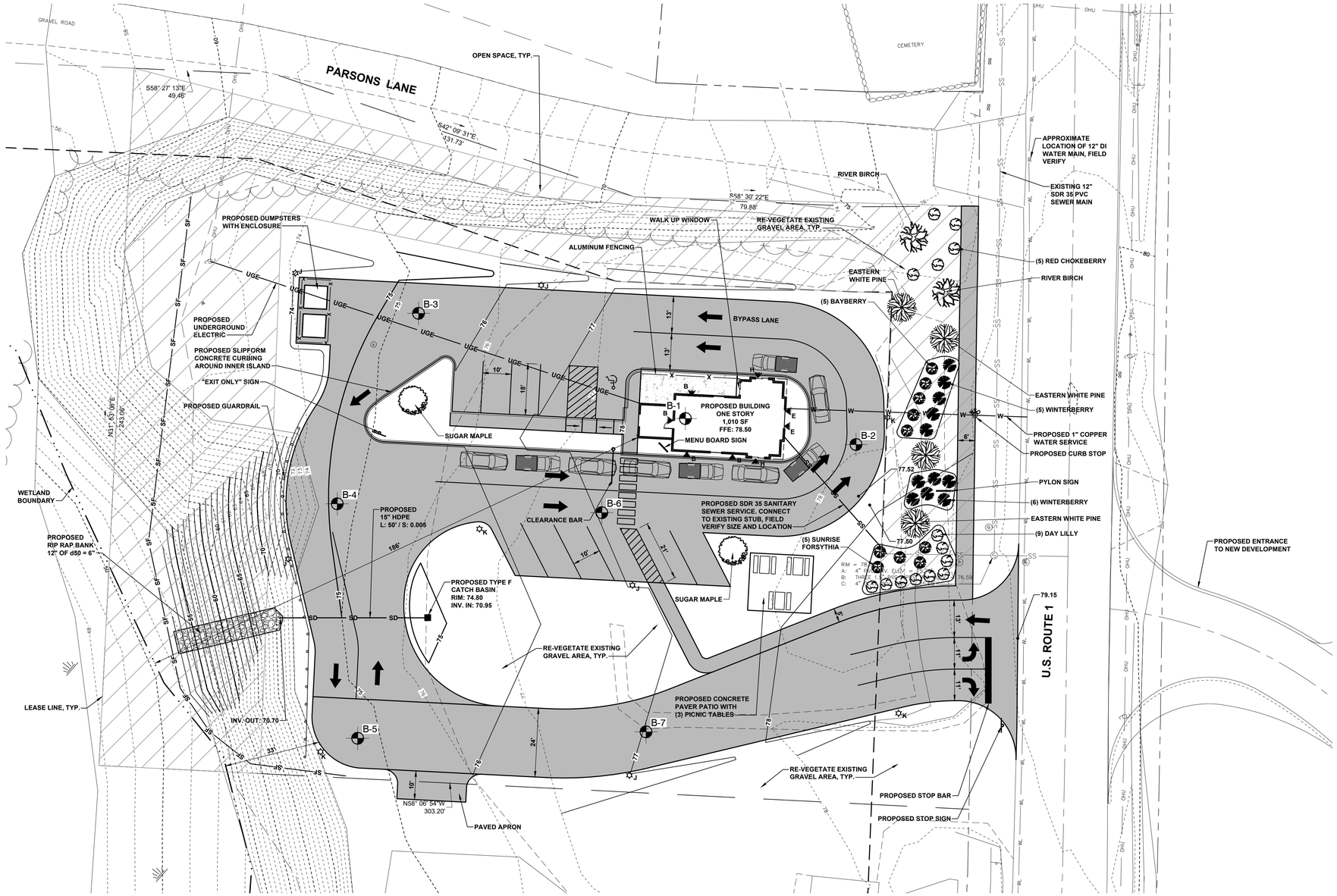
Observations have been made during exploration work to assess site groundwater levels. Fluctuations in water levels will occur due to variations in rainfall, temperature, and other factors.

S.W.COLE's scope of services has not included the investigation, detection, or prevention of any Biological Pollutants at the project site or in any existing or proposed structure at the site. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.

Recommendations contained in this report are based substantially upon information provided by others regarding the proposed project. In the event that any changes are made in the design, nature, or location of the proposed project, S.W.COLE should review such changes as they relate to analyses associated with this report. Recommendations contained in this report shall not be considered valid unless the changes are reviewed by S.W.COLE.

APPENDIX B

Figures



LEGEND:

APPROXIMATE BORING LOCATION

NOTES:

1. EXPLORATION LOCATION PLAN WAS PREPARED FROM A 1"= 20' SCALE PLAN OF THE SITE ENTITLED "PROPOSED SITE PLAN," PREPARED BY HALEY WARD, DATED 05/26/2021.
2. THE BORINGS WERE LOCATED IN THE FIELD BY GPS SURVEY BY S. W. COLE ENGINEERING, INC. USING A RECREATIONAL GRADE GPS RECEIVER.
3. THIS PLAN SHOULD BE USED IN CONJUNCTION WITH THE ASSOCIATED S. W. COLE ENGINEERING, INC. GEOTECHNICAL REPORT.
4. THE PURPOSE OF THIS PLAN IS ONLY TO DEPICT THE LOCATION OF THE EXPLORATIONS IN RELATION TO THE EXISTING CONDITIONS AND PROPOSED CONSTRUCTION AND IS NOT TO BE USED FOR CONSTRUCTION.

0 20 40 Feet

S.W.COLE ENGINEERING, INC.

HALEY WARD

EXPLORATION LOCATION PLAN

PROPOSED COFFEE SHOP
523 ROUTE 1
KITTERY, MAINE

Job No.:	21-0653	Scale:	1" = 20'
Date :	03/08/2022	Sheet:	1

APPENDIX C

Exploration Logs and Key

BORING LOG

S.W.COLE ENGINEERING, INC.

CLIENT: Haley Ward
PROJECT: Proposed Coffee Shop
LOCATION: 523 Route 1, Kittery, Maine

BORING NO.: B-1
SHEET: 1 of 1
PROJECT NO. 21-0653
DATE START: 2/23/2022
DATE FINISH: 2/23/2022

Drilling Information

LOCATION: See Exploration Location Plan
ELEVATION (FT): 77.5' +/-
TOTAL DEPTH (FT): 26.0
LOGGED BY: Antonio Santiago
DRILLING CO.: S. W. Cole Explorations, LLC
DRILLER: Jeff Lee
DRILLING METHOD: Hollow Stem Auger
RIG TYPE: Track Mounted CME 850
AUGER ID/OD: 2 1/4 in / 5 5/8 in
SAMPLER: Standard Split-Spoon
HAMMER TYPE: Automatic / N/A
HAMMER WEIGHT (lbs): 140
CASING ID/OD: N/A /N/A
CORE BARREL: N/A
HAMMER EFFICIENCY FACTOR:
HAMMER DROP (inch): 30
WATER LEVEL DEPTHS (ft): No free-water observed.
GENERAL NOTES:

KEY TO NOTES AND SYMBOLS:
Water Level: ▽ At time of Drilling; ▼ At Completion of Drilling; ▼ After Drilling
D = Split Spoon Sample; U = Thin Walled Tube Sample; R = Rock Core Sample; V = Field Vane Shear
Pen. = Penetration Length; Rec. = Recovery Length; bpf = Blows per Foot; mpf = Minute per Foot
WOR = Weight of Rods; WOH = Weight of Hammer; RQD = Rock Quality Designation; PID = Photoionization Detector
S_v = Field Vane Shear Strength, kips/sq.ft.; q_u = Unconfined Compressive Strength, kips/sq.ft.; Ø = Friction Angle (Estimated); N/A = Not Applicable

Elev. (ft)	Depth (ft)	Casing Pen. (bpf)	SAMPLE INFORMATION: Sample No.	Type	Depth (ft)	Pen./ Rec. (in)	Blow Count or RQD	Field / Lab Test Data	Graphic Log	Sample Description & Classification	H_20 Depth	Remarks
			1D		0-0.9	11/3	3-50/5"			0.5 Brown, gravelly SAND some silt (FILL)		
75			2D		2-4	24/18	11-22-18-9	ID 6228M w =9.8 %		Medium dense to loose, dark brown, gravelly silty SAND with cobbles and boulders (FILL)		
	5		3D		5-7	24/6	3-4-4-4					
70			4D		7-9	24/6	3-3-6-23					
										8.5 Dense, brown, gravelly silty SAND (TILL)		
	10		5D		10-12	24/12	18-16-18-21					
65												
	15		6D		15-17	24/12	13-24-18-27					
60												
	20		7D		20-21.3	16/14	20-34-50/4"					
55												
	25		8D		25-26	12/8	15-50					

Stratification lines represent approximate boundary between soil types, transitions may be gradual. Water level readings have been made at times and under conditions stated. Fluctuations of groundwater may occur due to other factors than those present at the time measurements were made.

Bottom of Exploration at 26.0 feet

BORING LOG

CLIENT:	Haley Ward
PROJECT:	Proposed Coffee Shop
LOCATION:	523 Route 1, Kittery, Maine

BORING NO.:	**B-2**
SHEET:	1 of 1
PROJECT NO.	21-0653
DATE START:	2/23/2022
DATE FINISH:	2/23/2022

Drilling Information

LOCATION:	See Exploration Location Plan	**ELEVATION (FT):**	78' +/-	**TOTAL DEPTH (FT):**	20.5
LOGGED BY:	Antonio Santiago	**DRILLING CO.:**	S. W. Cole Explorations, LLC	**DRILLER:**	Jeff Lee
DRILLING METHOD:	Hollow Stem Auger	**RIG TYPE:**	Track Mounted CME 850	**AUGER ID/OD:**	2 1/4 in / 5 5/8 in
SAMPLER:	Standard Split-Spoon	**HAMMER TYPE:**	Automatic / N/A	**HAMMER WEIGHT (lbs):**	140
CASING ID/OD:	N/A /N/A	**CORE BARREL:**	N/A	**HAMMER EFFICIENCY FACTOR:**	
HAMMER DROP (inch):	30				

WATER LEVEL DEPTHS (ft): No free-water observed.

GENERAL NOTES:

KEY TO NOTES AND SYMBOLS:

Water Level: ▽ At time of Drilling; ▼ At Completion of Drilling; ▼ After Drilling

D = Split Spoon Sample; U = Thin Walled Tube Sample; R = Rock Core Sample; V = Field Vane Shear

Pen. = Penetration Length; Rec. = Recovery Length; bpf = Blows per Foot; mpf = Minute per Foot

WOR = Weight of Rods; WOH = Weight of Hammer; RQD = Rock Quality Designation; PID = Photoionization Detector

S_v = Field Vane Shear Strength, kips/sq.ft.; q_u = Unconfined Compressive Strength, kips/sq.ft.; Ø = Friction Angle (Estimated); N/A = Not Applicable

Elev. (ft)	Depth (ft)	Casing Pen. (bpf)	SAMPLE INFORMATION: Sample No.	Type	Depth (ft)	Pen./ Rec. (in)	Blow Count or RQD	Field / Lab Test Data	Graphic Log	Sample Description & Classification	H_2O Depth	Remarks
			1D		0-2	24/12	2-8-11-21			0.5 Brown, gravelly SAND some silt (FILL)		
			2D		2-4	24/18	22-22-20-21			Medium dense to loose, dark brown, silty gravelly SAND with cobbles and boulders (FILL)		
75	5		3D		5-7	24/12	2-3-6-16	ID 6229M w =18.6 %		6.5 Dense, brown, silty gravelly SAND (TILL)		
			4D		7-9	24/16	16-25-29-25	ID 6230M w =6.2 %				
70	10		5D		10-12	24/20	12-14-15-13					
65	15		6D		15-16	12/8	20-50					
60	20		7D		20-20.5	6/4	50					

Bottom of Exploration at 20.5 feet

Stratification lines represent approximate boundary between soil types, transitions may be gradual. Water level readings have been made at times and under conditions stated. Fluctuations of groundwater may occur due to other factors than those present at the time measurements were made.

BORING LOG

S.W.COLE ENGINEERING, INC.

CLIENT: Haley Ward
PROJECT: Proposed Coffee Shop
LOCATION: 523 Route 1, Kittery, Maine

BORING NO.: B-3
SHEET: 1 of 1
PROJECT NO. 21-0653
DATE START: 2/23/2022
DATE FINISH: 2/23/2022

Drilling Information

LOCATION: See Exploration Location Plan
ELEVATION (FT): 75.5' +/-
TOTAL DEPTH (FT): 17.0
LOGGED BY: Antonio Santiago
DRILLING CO.: S. W. Cole Explorations, LLC
DRILLER: Jeff Lee
DRILLING METHOD: Hollow Stem Auger
RIG TYPE: Track Mounted CME 850
AUGER ID/OD: 2 1/4 in / 5 5/8 in
SAMPLER: Standard Split-Spoon
HAMMER TYPE: Automatic / N/A
HAMMER WEIGHT (lbs): 140
CASING ID/OD: N/A /N/A
CORE BARREL: N/A
HAMMER EFFICIENCY FACTOR:
HAMMER DROP (inch): 30
WATER LEVEL DEPTHS (ft): No free-water observed.
GENERAL NOTES:

KEY TO NOTES AND SYMBOLS:
Water Level: ▽ At time of Drilling; ▼ At Completion of Drilling; ▼ After Drilling
D = Split Spoon Sample; U = Thin Walled Tube Sample; R = Rock Core Sample; V = Field Vane Shear
Pen. = Penetration Length; Rec. = Recovery Length; bpf = Blows per Foot; mpf = Minute per Foot
WOR = Weight of Rods; WOH = Weight of Hammer; RQD = Rock Quality Designation; PID = Photoionization Detector
S_v = Field Vane Shear Strength, kips/sq.ft.; q_u = Unconfined Compressive Strength, kips/sq.ft.; Ø = Friction Angle (Estimated); N/A = Not Applicable

Elev. (ft)	Depth (ft)	Casing Pen. (bpf)	SAMPLE INFORMATION: Sample No.	Type	Depth (ft)	Pen./ Rec. (in)	Blow Count or RQD	Field / Lab Test Data	Graphic Log	Sample Description & Classification	H_20 Depth	Remarks
75			1D		0-2	24/14	4-8-5-19			Medium dense to loose, dark brown, gravelly silty SAND trace organics with cobbles and boulders (FILL)		
			2D		2-4	24/10	4-5-7-7					
	5											
70			3D		5-7	24/6	3-2-2-1					
			4D		7-9	24/8	1-2-2-2					
	10											
65			5D		10-12	24/12	2-1-2-2					
			6D		12-14	24/14	1-1-4-12					
										13.5 Medium dense, tan, gravelly silty SAND (TILL)		
	15											
60			7D		15-17	24/18	10-11-14-19					

Bottom of Exploration at 17.0 feet

Stratification lines represent approximate boundary between soil types, transitions may be gradual. Water level readings have been made at times and under conditions stated. Fluctuations of groundwater may occur due to other factors than those present at the time measurements were made.

BORING LOG

S.W.COLE ENGINEERING, INC.

CLIENT: Haley Ward
PROJECT: Proposed Coffee Shop
LOCATION: 523 Route 1, Kittery, Maine

BORING NO.: B-4
SHEET: 1 of 1
PROJECT NO. 21-0653
DATE START: 2/23/2022
DATE FINISH: 2/23/2022

Drilling Information

LOCATION: See Exploration Location Plan
ELEVATION (FT): 75' +/-
TOTAL DEPTH (FT): 19.0
LOGGED BY: Antonio Santiago
DRILLING CO.: S. W. Cole Explorations, LLC
DRILLER: Jeff Lee
DRILLING METHOD: Hollow Stem Auger
RIG TYPE: Track Mounted CME 850
AUGER ID/OD: 2 1/4 in / 5 5/8 in
SAMPLER: Standard Split-Spoon
HAMMER TYPE: Automatic / N/A
HAMMER WEIGHT (lbs): 140
CASING ID/OD: N/A /N/A
CORE BARREL: N/A
HAMMER EFFICIENCY FACTOR:
HAMMER DROP (inch): 30
WATER LEVEL DEPTHS (ft): No free-water observed.
GENERAL NOTES:

KEY TO NOTES AND SYMBOLS:
Water Level: ▽ At time of Drilling; ▼ At Completion of Drilling; ▼ After Drilling
D = Split Spoon Sample; U = Thin Walled Tube Sample; R = Rock Core Sample; V = Field Vane Shear
Pen. = Penetration Length; Rec. = Recovery Length; bpf = Blows per Foot; mpf = Minute per Foot
WOR = Weight of Rods; WOH = Weight of Hammer; RQD = Rock Quality Designation; PID = Photoionization Detector
S_v = Field Vane Shear Strength, kips/sq.ft.; q_u = Unconfined Compressive Strength, kips/sq.ft.; Ø = Friction Angle (Estimated); N/A = Not Applicable

Elev. (ft)	Depth (ft)	Casing Pen. (bpf)	SAMPLE INFORMATION: Sample No.	Type	Depth (ft)	Pen./ Rec. (in)	Blow Count or RQD	Field / Lab Test Data	Graphic Log	Sample Description & Classification	H_2O Depth	Remarks
			1D		0-2	24/6	6-8-6-5			Medium dense to loose, dark brown, gravelly silty SAND trace organics possible cobbles and boulders (FILL)		
			2D		2-4	24/4	6-7-9-6					
70	5		3D		5-7	24/10	3-2-2-2					
			4D		7-9	24/8	1-1-2-1					
65	10		5D		10-12	24/10	1-6-5-3					
			6D		12-14	24/12	2-4-2-2					
60	15		7D		15-17	24/14	3-3-4-15					
										16.5		
			8D		17-19	24/16	10-12-12-22			Medium dense, tan, gravelly silty SAND (TILL)		

Bottom of Exploration at 19.0 feet

Stratification lines represent approximate boundary between soil types, transitions may be gradual. Water level readings have been made at times and under conditions stated. Fluctuations of groundwater may occur due to other factors than those present at the time measurements were made.

BORING LOG

S.W.COLE ENGINEERING, INC.

CLIENT: Haley Ward
PROJECT: Proposed Coffee Shop
LOCATION: 523 Route 1, Kittery, Maine

BORING NO.: B-5
SHEET: 1 of 1
PROJECT NO. 21-0653
DATE START: 2/23/2022
DATE FINISH: 2/23/2022

Drilling Information

LOCATION: See Exploration Location Plan
ELEVATION (FT): 75' +/-
TOTAL DEPTH (FT): 22.0
LOGGED BY: Antonio Santiago
DRILLING CO.: S. W. Cole Explorations, LLC
DRILLER: Jeff Lee
DRILLING METHOD: Hollow Stem Auger
RIG TYPE: Track Mounted CME 850
AUGER ID/OD: 2 1/4 in / 5 5/8 in
SAMPLER: Standard Split-Spoon
HAMMER TYPE: Automatic / N/A
HAMMER WEIGHT (lbs): 140
CASING ID/OD: N/A /N/A
CORE BARREL: N/A
HAMMER EFFICIENCY FACTOR:
HAMMER DROP (inch): 30
WATER LEVEL DEPTHS (ft): No free-water observed.
GENERAL NOTES:

KEY TO NOTES AND SYMBOLS:
Water Level: ▽ At time of Drilling; ▼ At Completion of Drilling; ▼ After Drilling
D = Split Spoon Sample; U = Thin Walled Tube Sample; R = Rock Core Sample; V = Field Vane Shear
Pen. = Penetration Length; Rec. = Recovery Length; bpf = Blows per Foot; mpf = Minute per Foot
WOR = Weight of Rods; WOH = Weight of Hammer; RQD = Rock Quality Designation; PID = Photoionization Detector
S_v = Field Vane Shear Strength, kips/sq.ft.; q_u = Unconfined Compressive Strength, kips/sq.ft.; Ø = Friction Angle (Estimated); N/A = Not Applicable

Elev. (ft)	Depth (ft)	Casing Pen. (bpf)	SAMPLE INFORMATION: Sample No.	Type	Depth (ft)	Pen./ Rec. (in)	Blow Count or RQD	Field / Lab Test Data	Graphic Log	Sample Description & Classification	H_2O Depth	Remarks
			1D		0-2	24/12	3-7-14-14			Medium dense to loose, dark brown, gravelly silty SAND trace organics possible cobbles and boulders (FILL)		
			2D		2-4	24/4	8-7-12-8					
70	5		3D		5-7	24/10	2-2-3-2					
			4D		7-9	24/4	4-3-12-12					
65	10		5D		10-12	24/6	11-23-8-4					
60	15		6D		15-17	24/16	5-5-5-7					
			7D		17-19	24/14	5-6-6-10					
55	20		8D		20-22	24/10	7-9-14-26			20.0 Medium dense, brown, SAND some silt		
										Bottom of Exploration at 22.0 feet		

Stratification lines represent approximate boundary between soil types, transitions may be gradual. Water level readings have been made at times and under conditions stated. Fluctuations of groundwater may occur due to other factors than those present at the time measurements were made.

BORING LOG

S.W.COLE ENGINEERING, INC.

CLIENT: Haley Ward
PROJECT: Proposed Coffee Shop
LOCATION: 523 Route 1, Kittery, Maine

BORING NO.: B-6
SHEET: 1 of 1
PROJECT NO. 21-0653
DATE START: 2/23/2022
DATE FINISH: 2/23/2022

Drilling Information

LOCATION: See Exploration Location Plan
ELEVATION (FT): 77.5' +/-
TOTAL DEPTH (FT): 12.0
LOGGED BY: Antonio Santiago
DRILLING CO.: S. W. Cole Explorations, LLC
DRILLER: Jeff Lee
DRILLING METHOD: Hollow Stem Auger
RIG TYPE: Track Mounted CME 850
AUGER ID/OD: 2 1/4 in / 5 5/8 in
SAMPLER: Standard Split-Spoon
HAMMER TYPE: Automatic / N/A
HAMMER WEIGHT (lbs): 140
CASING ID/OD: N/A /N/A
CORE BARREL: N/A
HAMMER EFFICIENCY FACTOR:
HAMMER DROP (inch): 30
WATER LEVEL DEPTHS (ft): No free-water observed.
GENERAL NOTES:

KEY TO NOTES AND SYMBOLS:
Water Level: ▽ At time of Drilling; ▼ At Completion of Drilling; ▼ After Drilling
D = Split Spoon Sample; U = Thin Walled Tube Sample; R = Rock Core Sample; V = Field Vane Shear
Pen. = Penetration Length; Rec. = Recovery Length; bpf = Blows per Foot; mpf = Minute per Foot
WOR = Weight of Rods; WOH = Weight of Hammer; RQD = Rock Quality Designation; PID = Photoionization Detector
S_v = Field Vane Shear Strength, kips/sq.ft.; q_u = Unconfined Compressive Strength, kips/sq.ft.; Ø = Friction Angle (Estimated); N/A = Not Applicable

Elev. (ft)	Depth (ft)	Casing Pen. (bpf)	SAMPLE INFORMATION: Sample No.	Type	Depth (ft)	Pen./ Rec. (in)	Blow Count or RQD	Field / Lab Test Data	Graphic Log	Sample Description & Classification	H_20 Depth	Remarks
			1D		0-2	24/12	3-9-14-8			Medium dense to loose, dark brown, gravelly silty SAND trace organics possible cobbles and boulders (FILL)		
75			2D		2-4	24/6	6-3-4-8					
	5		3D		5-7	24/16	10-10-8-8					
70			4D		7-9	24/18	8-4-6-5					
	10		5D		10-12	24/14	5-14-15-16					
										10.5 Medium dense, brown, gravelly silty SAND (TILL)		

Bottom of Exploration at 12.0 feet

Stratification lines represent approximate boundary between soil types, transitions may be gradual. Water level readings have been made at times and under conditions stated. Fluctuations of groundwater may occur due to other factors than those present at the time measurements were made.

BORING LOG

S.W.COLE ENGINEERING, INC.

CLIENT: Haley Ward
PROJECT: Proposed Coffee Shop
LOCATION: 523 Route 1, Kittery, Maine

BORING NO.: B-7
SHEET: 1 of 1
PROJECT NO. 21-0653
DATE START: 2/23/2022
DATE FINISH: 2/23/2022

Drilling Information

LOCATION: See Exploration Location Plan
ELEVATION (FT): 77.5' +/-
TOTAL DEPTH (FT): 14.0
LOGGED BY: Antonio Santiago
DRILLING CO.: S. W. Cole Explorations, LLC
DRILLER: Jeff Lee
DRILLING METHOD: Hollow Stem Auger
RIG TYPE: Track Mounted CME 850
AUGER ID/OD: 2 1/4 in / 5 5/8 in
SAMPLER: Standard Split-Spoon
HAMMER TYPE: Automatic / N/A
HAMMER WEIGHT (lbs): 140
CASING ID/OD: N/A /N/A
CORE BARREL: N/A
HAMMER EFFICIENCY FACTOR:
HAMMER DROP (inch): 30
WATER LEVEL DEPTHS (ft): No free-water observed.
GENERAL NOTES:

KEY TO NOTES AND SYMBOLS:
Water Level: ▽ At time of Drilling; ▼ At Completion of Drilling; ▼ After Drilling
D = Split Spoon Sample; U = Thin Walled Tube Sample; R = Rock Core Sample; V = Field Vane Shear
Pen. = Penetration Length; Rec. = Recovery Length; bpf = Blows per Foot; mpf = Minute per Foot
WOR = Weight of Rods; WOH = Weight of Hammer; RQD = Rock Quality Designation; PID = Photoionization Detector
S_v = Field Vane Shear Strength, kips/sq.ft.; q_u = Unconfined Compressive Strength, kips/sq.ft.; Ø = Friction Angle (Estimated); N/A = Not Applicable

Elev. (ft)	Depth (ft)	Casing Pen. (bpf)	SAMPLE INFORMATION: Sample No.	Type	Depth (ft)	Pen./ Rec. (in)	Blow Count or RQD	Field / Lab Test Data	Graphic Log	Sample Description & Classification	H_2O Depth	Remarks
			1D		0-2	24/10	10-11-15-40			Medium dense to loose, dark brown, gravelly silty SAND trace organics possible cobbles and boulders (FILL)		
75			2D		2-4	24/6	33-16-13-13					
	5		3D		5-7	24/0	6-6-6-7					
70			4D		7-9	24/4	3-4-6-6					
	10		5D		10-12	24/0	14-8-8-9					
65			6D		12-14	24/12	11-17-22-24			12.0 Medium dense, brown, gravelly silty SAND (TILL)		

Bottom of Exploration at 14.0 feet

Stratification lines represent approximate boundary between soil types, transitions may be gradual. Water level readings have been made at times and under conditions stated. Fluctuations of groundwater may occur due to other factors than those present at the time measurements were made.

KEY TO NOTES & SYMBOLS
Test Boring and Test Pit Explorations

Stratification lines represent the approximate boundary between soil types and the transition may be gradual.

Key to Symbols Used:

w	-	water content, percent (dry weight basis)
q_u	-	unconfined compressive strength, kips/sq. ft. - laboratory test
S_v	-	field vane shear strength, kips/sq. ft.
L_v	-	lab vane shear strength, kips/sq. ft.
q_p	-	unconfined compressive strength, kips/sq. ft. – pocket penetrometer test
O	-	organic content, percent (dry weight basis)
W_L	-	liquid limit - Atterberg test
W_P	-	plastic limit - Atterberg test
WOH	-	advance by weight of hammer
WOM	-	advance by weight of man
WOR	-	advance by weight of rods
HYD	-	advance by force of hydraulic piston on drill
RQD	-	Rock Quality Designator - an index of the quality of a rock mass.
γ_T	-	total soil weight
γ_B	-	buoyant soil weight

Description of Proportions:

Trace:	0 to 5%
Some:	5 to 12%
"Y"	12 to 35%
And	35+%
With	Undifferentiated

Description of Stratified Soils

Parting:	0 to 1/16" thickness
Seam:	1/16" to 1/2" thickness
Layer:	½" to 12" thickness
Varved:	Alternating seams or layers
Occasional:	one or less per foot of thickness
Frequent:	more than one per foot of thickness

REFUSAL: **Test Boring Explorations** - Refusal depth indicates that depth at which, in the drill foreman's opinion, sufficient resistance to the advance of the casing, auger, probe rod or sampler was encountered to render further advance impossible or impracticable by the procedures and equipment being used.

REFUSAL: **Test Pit Explorations** - Refusal depth indicates that depth at which sufficient resistance to the advance of the backhoe bucket was encountered to render further advance impossible or impracticable by the procedures and equipment being used.

Although refusal may indicate the encountering of the bedrock surface, it may indicate the striking of large cobbles, boulders, very dense or cemented soil, or other buried natural or man-made objects or it may indicate the encountering of a harder zone after penetrating a considerable depth through a weathered or disintegrated zone of the bedrock.

APPENDIX D

Laboratory Test Results

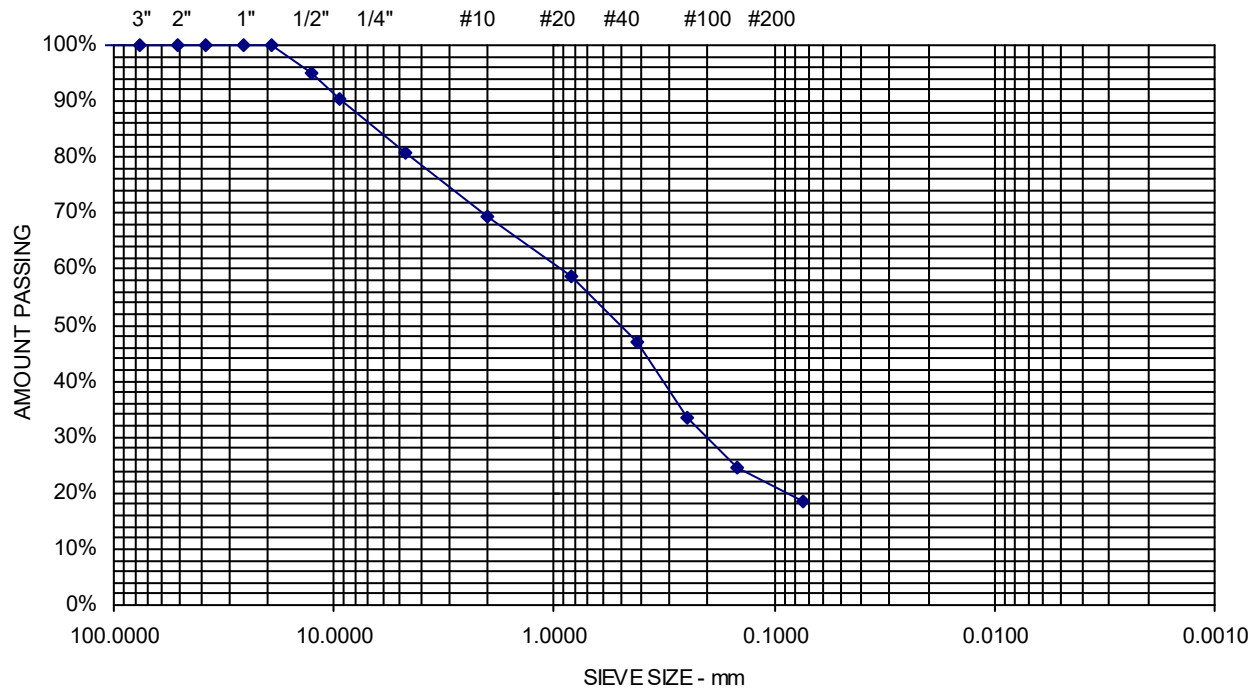
S.W.COLE ENGINEERING, INC.

Report of Gradation

ASTM C-117 & C-136

Project Name	KITTERY ME - PROPOSED COFFEE SHOP - GEOTECHNICAL ENGINEERING	Project Number	21-0653
Client	HALEY WARD, INC.	Lab ID	6228M
		Date Received	3/2/2022
		Date Completed	3/3/2022
Material Source	**B-1, 2D, 2-4'**	Tested By	DANIEL JACK

STANDARD DESIGNATION (mm/µm)	SIEVE SIZE	AMOUNT PASSING (%)	
150 mm	**6"**	**100**	
100 mm	**4"**	**100**	
75 mm	**3"**	**100**	
50 mm	**2"**	**100**	
38.1 mm	**1-1/2"**	**100**	
25.0 mm	**1"**	**100**	
19.0 mm	**3/4"**	**100**	
12.5 mm	**1/2"**	**95**	
9.5 mm	**3/8"**	**90**	
4.75 mm	**No. 4**	**81**	19.3% Gravel
2.00 mm	**No. 10**	**70**	
850 um	**No. 20**	**59**	
425 um	**No. 40**	**47**	62.2% Sand
250 um	**No. 60**	**33**	
150 um	**No. 100**	**25**	
75 um	**No. 200**	**18.4**	18.4% Fines



Comments: Moisture Content = 9.8%

Sheet

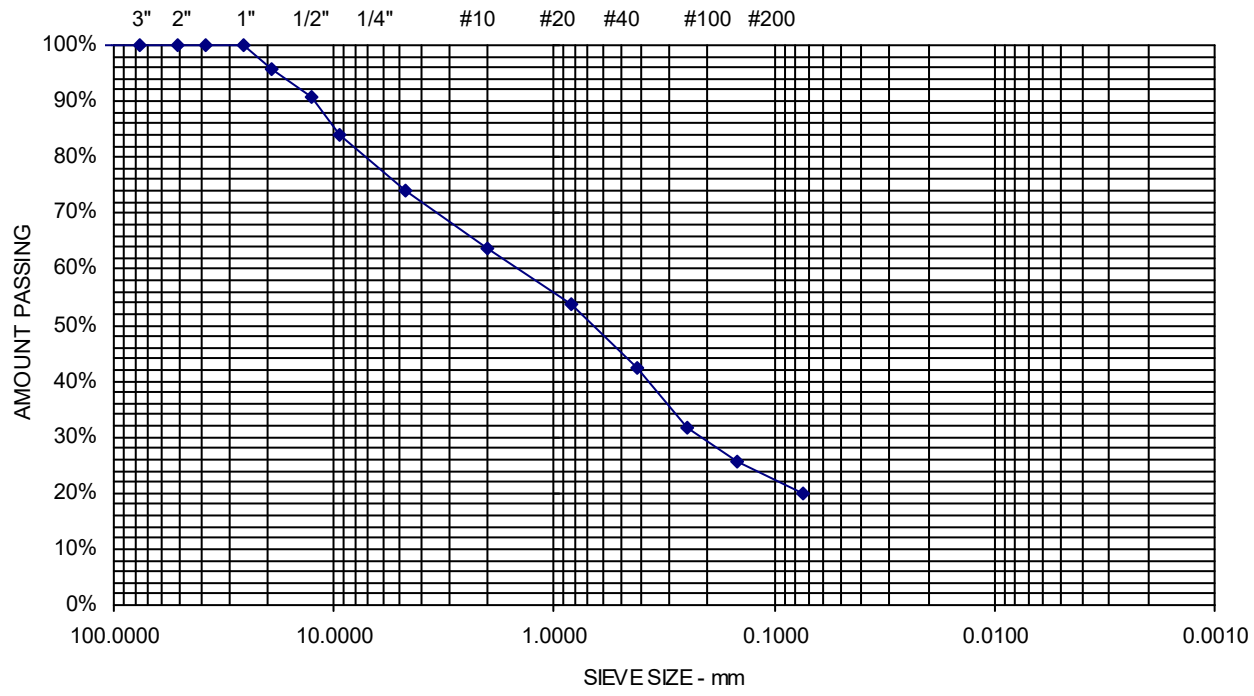
S.W.COLE ENGINEERING, INC.

Report of Gradation

ASTM C-117 & C-136

Project Name	KITTERY ME - PROPOSED COFFEE SHOP - GEOTECHNICAL ENGINEERING	Project Number	21-0653
Client	HALEY WARD, INC.	Lab ID	6229M
		Date Received	3/2/2022
		Date Completed	3/3/2022
Material Source	**B-2, 3D, 5-7'**	Tested By	DANIEL JACK

STANDARD DESIGNATION (mm/µm)	SIEVE SIZE	AMOUNT PASSING (%)	
150 mm	**6"**	**100**	
100 mm	**4"**	**100**	
75 mm	**3"**	**100**	
50 mm	**2"**	**100**	
38.1 mm	**1-1/2"**	**100**	
25.0 mm	**1"**	**100**	
19.0 mm	**3/4"**	**96**	
12.5 mm	**1/2"**	**91**	
9.5 mm	**3/8"**	**84**	
4.75 mm	**No. 4**	**74**	25.9% Gravel
2.00 mm	**No. 10**	**64**	
850 um	**No. 20**	**54**	
425 um	**No. 40**	**42**	54.1% Sand
250 um	**No. 60**	**32**	
150 um	**No. 100**	**25**	
75 um	**No. 200**	**20.0**	20% Fines



Comments: Moisture Content = 18.6%

Sheet

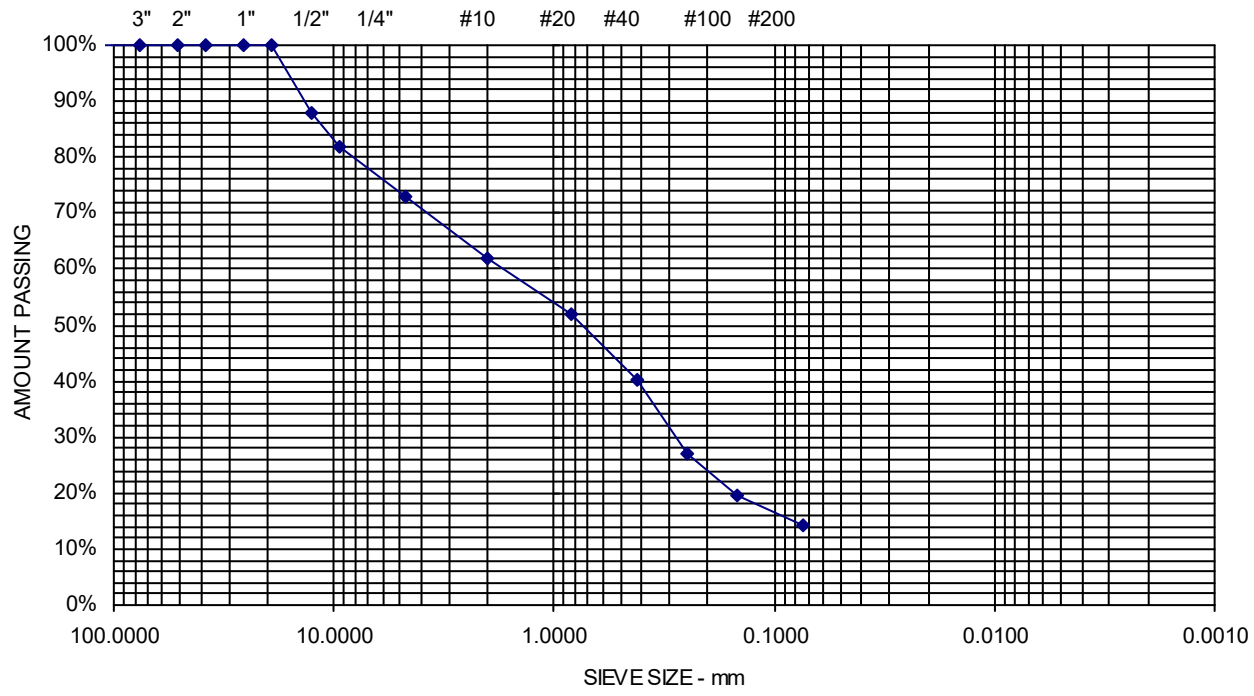
S.W.COLE ENGINEERING, INC.

Report of Gradation

ASTM C-117 & C-136

Project Name	KITTERY ME - PROPOSED COFFEE SHOP - GEOTECHNICAL ENGINEERING	Project Number	21-0653
Client	HALEY WARD, INC.	Lab ID	6230M
		Date Received	3/2/2022
		Date Completed	3/3/2022
Material Source	**B-2, 4D, 7-9'**	Tested By	DANIEL JACK

STANDARD DESIGNATION (mm/µm)	SIEVE SIZE	AMOUNT PASSING (%)	
150 mm	**6"**	**100**	
100 mm	**4"**	**100**	
75 mm	**3"**	**100**	
50 mm	**2"**	**100**	
38.1 mm	**1-1/2"**	**100**	
25.0 mm	**1"**	**100**	
19.0 mm	**3/4"**	**100**	
12.5 mm	**1/2"**	**88**	
9.5 mm	**3/8"**	**82**	
4.75 mm	**No. 4**	**73**	27.2% Gravel
2.00 mm	**No. 10**	**62**	
850 um	**No. 20**	**52**	
425 um	**No. 40**	**40**	58.4% Sand
250 um	**No. 60**	**27**	
150 um	**No. 100**	**20**	
75 um	**No. 200**	**14.4**	14.4% Fines



Comments: Moisture Content = 6.2%

Sheet

EXTERIOR SIGNAGE: PYLON SIGN

SIGN SPECIFICATIONS

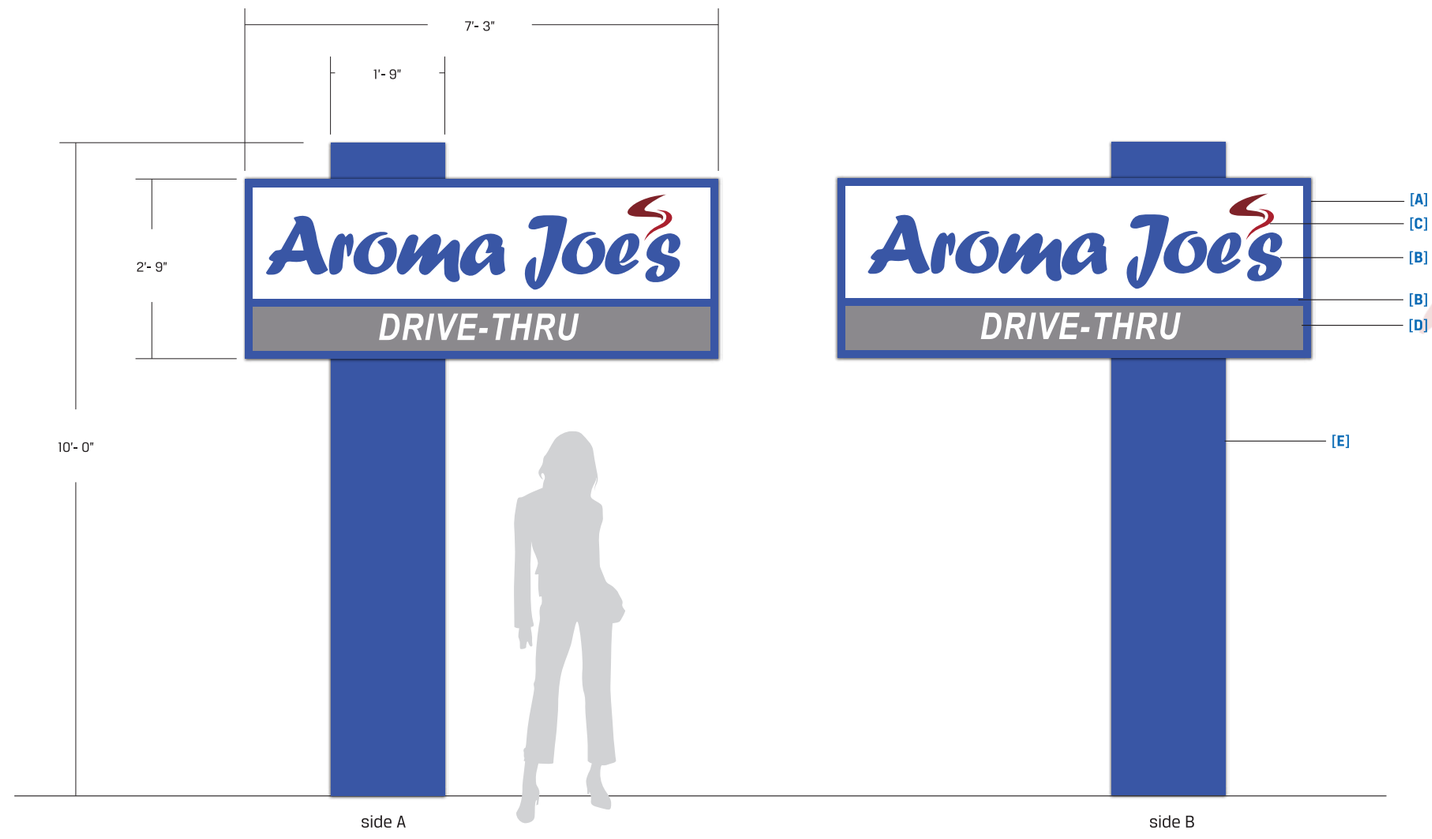
[A] - PYLON
Lighting: Lit
Material: White Lexan
Cabinet Color: Blue [TBD]
Voltage: [TBD]
Installation: New Structure

[B] - GRAPHICS
Material: Vinyl
Color: Blue [TBD]

[C] - GRAPHICS
Material: Vinyl
Color: Red [TBD]

[D] - GRAPHICS
Material: Vinyl
Color: Grey [TBD]

[E] - POLE
Material: Pole Cover
Color: Blue [TBD]



NOTES:

Aroma Joe's Blue Paint Details - see Exterior Finishes

LANDSCAPING SCHEDULE

QUANTITY	TYPE	SPECIES	COMMON NAME	SIZE
2	TREE	ACER SACCHARUM	SUGAR MAPLE	12' HEIGHT, 2.5" CALIPER
4	TREE	PINUS STROBUS	EASTERN WHITE PINE	12' HEIGHT, 2.5" CALIPER
2	TREE	BETULA NIGRA	RIVER BIRCH	12' HEIGHT, 2.5" CALIPER
5	SHRUB	ARONIA ARBUTIFOLIA	RED CHOKEBERRY	2'-3' HIGH
5	SHRUB	MYRICA PENNSYLVANICA	BAYBERRY	2'-3' HIGH
11	SHRUB	ILEX VERTICILLATA	WINTERBERRY	2'-3' HIGH
5	SHRUB	FORSYTHIA 'SUNRISE'	SUNRISE FORSYTHIA	2'-3' HIGH
9	PERENNIAL	HEMEROCALLIS SPECIES	DAY LILLY	#2 POT

NOTE: PROPOSED LANDSCAPING SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE DEVELOPMENT.

SITE DEVELOPMENT DATA

TAX MAP:	66 LOT: 26
OWNER:	LYNCH, CHARLES S
	13 POCAHONTAS ROAD
	KITTERY POINT, ME 03905-5300
LOT SIZE:	13.8 ACRES
ZONE:	MIXED USE (MU)
APPLICANT:	GCS ENTERPRISES LLC
	352 WARREN AVE
	PORTLAND, ME 04103
ENGINEER:	HALEY WARD (FORMERLY CES, INC.)
	ATTN: SEAN THIES, PE
	ONE MERCHANTS PLAZA, SUITE 701
	BANGOR, MAINE 04401

	ALLOWED	PROPOSED
MINIMUM FRONT YARD	30'	30'
MINIMUM SIDE / REAR YARD	30'	100'
MINIMUM LOT SIZE	200,000 SF	13.8 ACRES
MINIMUM STREET FRONTAGE	250'	500'
MAXIMUM BUILDING HEIGHT	40'	18'
PROJECT LEASE AREA:	66,275 SF (1.52 ACRES)	
EXISTING IMPERVIOUS AREA:	42,057 SF (0.96 ACRES) (63% OF LOT)	
PROPOSED IMPERVIOUS AREA:	25,460 SF (0.58 ACRES) (38% OF LOT)	
SITE DISTANCE		
SITE DISTANCE LOOKING SOUTH	450'	700'
SITE DISTANCE LOOKING WEST	450'	1000'+

NOTES:

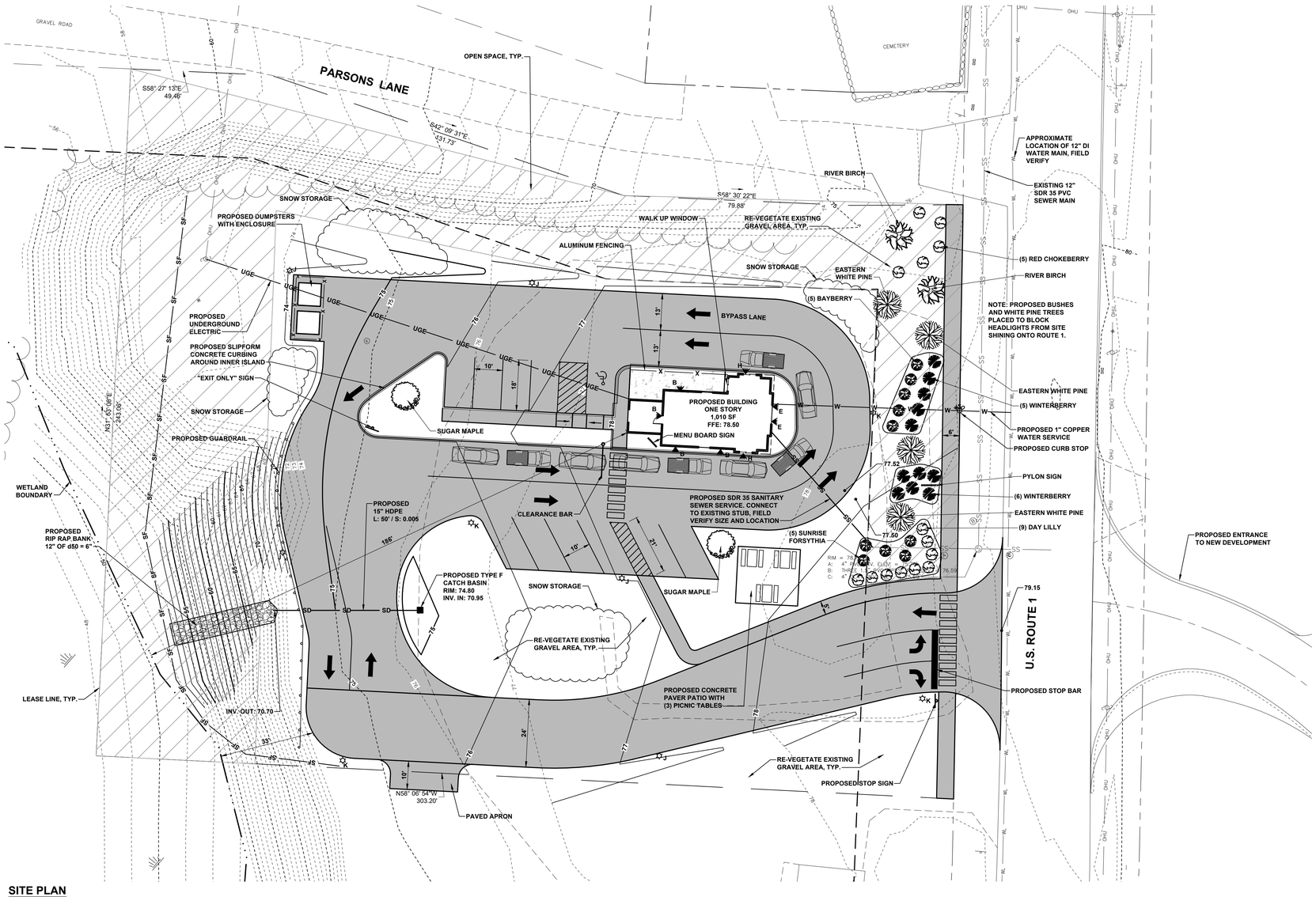
1. THERE ARE NO PROPOSED SOIL DISTURBANCES TO WETLANDS OR VERNAL POOLS.

2. PARKING: THIS IS A DRIVE-THROUGH RESTAURANT WITH NO CUSTOMER SEATING. ONLY EMPLOYEE-PARKING HAS BEEN PROPOSED.

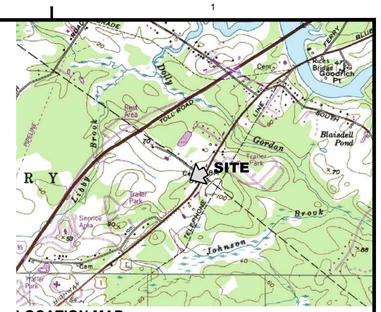
NOTE:
1. OPEN SPACE AREA REQUIRED: 23,174 SF / OPEN SPACE PROVIDED 24,000 SF (APPROXIMATE)

2. ANY FUTURE DEVELOPMENT OF THE PROPERTY OUTSIDE THE LEASED AREA WILL BE REQUIRED TO COMPLY WITH THE KITTERY LAND USE ORDINANCE.

3. SNOW WILL BE REMOVED FROM SITE IF DESIGNATED SNOW STORAGE AREAS ARE INSUFFICIENT.



SITE PLAN
SCALE: 1"=20'



LOCATION MAP: USGS QUADRANGLE: YORK HARBOR
MAPTECH® USGS TOPOGRAPHIC SERIES™,
©MAPTECH®, INC. 978-933-3000
WWW.MAPTECH.COM/TOPO
SCALE: 1"=2000'

LEGEND:

DESCRIPTION	EXISTING	PROPOSED
PROPERTY LINE		
BENCHMARK		
MANHOLE		
UTILITY POLE		
CATCH BASIN		
HYDRANT		
EDGE OF GRAVEL		
EDGE OF PAVEMENT		
MAJOR FOOT CONTOUR	100	100
MINOR FOOT CONTOUR	98	98
STORM DRAIN	SD	
SANITARY SEWER	SS	
OVERHEAD UTILITIES	OHU	OHU
UNDERGROUND UTILITIES		UGU
WETLAND BOUNDARY		
SILT FENCE		SF
PAVED SURFACE		
SITE LIGHTING		

PLAN REFERENCE:

1. INFORMATION BASED ON SITE PLAN BY ANDERSON LIVINGSTON ENGINEERS, INC. DATED APRIL 9, 2018.

2. ON JULY 20 & 21, 2021 HALEY WARD CONDUCTED A HIGHWAY SURVEY AND SOME LIMITED TOPOGRAPHY ON THE SUBJECT PROPERTY AS WELL AS TIE INTO THE BOUNDARY SURVEY BY ANDERSON LIVINGSTON ENGINEERS, INC.

GRAPHIC SCALE

20 0 10 20 40 60

(IN FEET)
1 inch = 20 ft.

REV.	DATE	DESCRIPTION	BY	CHK.
2	2022.03.08	PER PLANNING BOARD COMMENTS	WAB	SMT
1	2021.12.01	PER PEER REVIEW COMMENTS	WAB	SMT

DRAWING ISSUE STATUS

NOT FOR CONSTRUCTION

HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING
One Merchants Plaza, Suite 701
Bangor, Maine 04401
207.989.4824
WWW.HALEYWARD.COM

PROJECT

GCS ENTERPRISES LLC
US ROUTE 1, KITTERY, MAINE

TITLE

PROPOSED SITE PLAN

STATE OF MAINE
SEAN M. THIES
No. 10139
03/08/2022
LICENSED
PROFESSIONAL ENGINEER

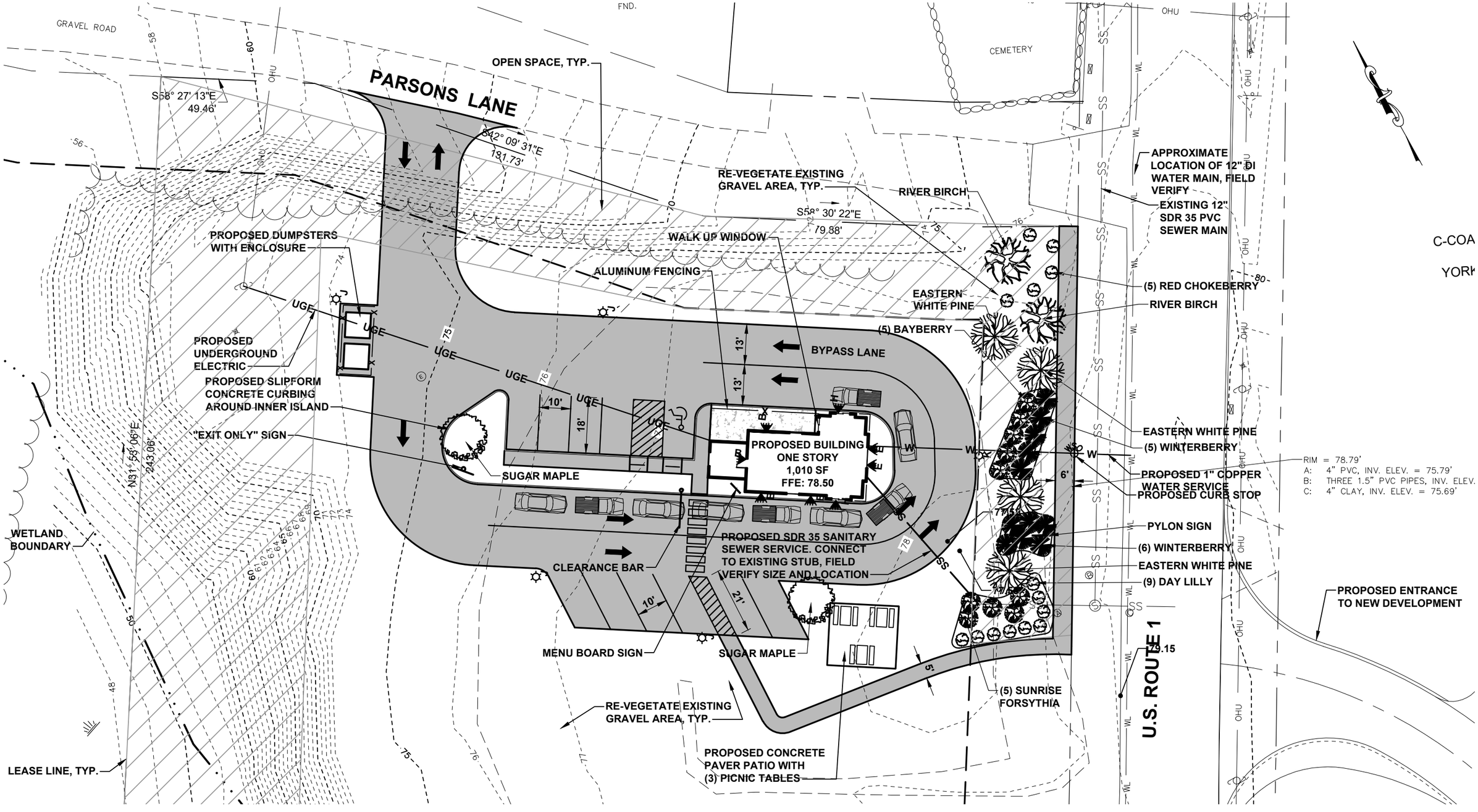
DATE	SCALE
2021.05.26	1"=20'

DRAWN BY	DESIGNED BY	CHECKED BY
WAB	WAB	SMT

PROJECT No. 13522.001

DRAWING No. **C101** REV. **2**

FILE LOCATION: P:\13522-BPARK_FRANCHISE_SOLUTIONS\01\AROMA JOE'S-ROUTE 1 KITTERY-XM\T02\CAD_DRAWINGS\CIVIL\SIGN_DWG\S13522.001-C-SP-DWG, 2022.03.08, 10:19 AM



PROJECT **GCS ENTERPRISES LLC** **US ROUTE 1, KITTERY, MAINE**	DWG No. **1**	BY WAB DATE 2022.02.28	DRAWING STATUS **NOT FOR CONSTRUCTION**
TITLE **ALTERNATE ENTRANCE SKETCH**	JN 13522.001 SCALE 1"=30'	REV. REV. DATE	HALEY WARD ENGINEERING | ENVIRONMENTAL | SURVEYING

P:\13522-SPARK_FRANCHISE_SOLUTIONS\001-AROMA JOE'S-ROUTE 1 KITTERY-SMT\02-CAD_DRAWINGS\CIVIL\DSGN_DWGS\13522.001-ALT_ENT.DWG

HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING
FORMERLY: CES INC

December 1, 2021

Town of Kittery
Attn: Bart McDonough, Town Planner
200 Rogers Road
Kittery, Maine 03904

Re: Kittery Aroma Joes | Site Plan Peer Review Comments

Dear Mr. McDonough:

Haley Ward, Inc. (Haley Ward) has prepared the following response to the review comments on the 523 US Route 1 Aroma Joes development, provided by Jodie Strickland (CMA Engineers) on November 8, 2021, and by the TRC on November 29, 2021. The comments have been provided in bold italics, followed by our response.

CMA Comments:

1. ***We note that we received an incomplete plan set (no cover sheet, existing conditions plan, etc.). The applicant should provide a full plan set with their application.***

   A separate cover sheet and existing conditions plan are not required for this project, all required information can be seen on the Proposed Site Plan. An original survey plan can be provided upon request.

2. ***The project proposes to use Kittery Water District water. The applicant should indicate the size and material of the service. The applicant should indicate the location of the proposed curb stop. Where is the closest existing hydrant located? The plans should show the size and material of the existing water main. The plans should provide details for the water service (size, material, bedding, curb stop, etc.) Is fire suppression required?***

One Merchants Plaza, Suite 701, Bangor, ME 04401
T: 207.989.4824 | HALEYWARD.COM

The Proposed Site Plan and Detail Sheet have been updated with the requested information. The closest hydrant is approximately 250' north at the York Colonial Center. The Town does not require the building have a fire suppression system.

3. *The applicant proposes to use Kittery sewer. The applicant should indicate the size and material of the service. The applicant should indicate the location of the proposed cleanout. The plans should show the size and material of the existing sewer main. The plans should provide details for the sewer service (size, material, bedding, cleanout, etc.) Is a grease trap required for this service? The proposed sewer service should be reviewed and approved by the Superintendent of Sewer Services.*

   The Proposed Site Plan and Detail Sheet have been updated with the requested information. The Town does not require a sewer service cleanout. There will be no cooking at this facility, all food is pre-prepared and re-heated in an oven; no grease trap is required. Correspondence with the Superintendent of Sewer Services was provided with the original application, and the service was designed using their provided guidelines.

4. *Is the proposed work in the MDOT ROW reviewed/approved by DOT?*

   Yes, the proposed development has incorporated MaineDOT comments in its design.

5. *The O&M plan should be reviewed and clarified specifically meet address the compliance requirements of the Post-Construction Stormwater Management section, including submitting a certification of inspection to the Town Code Enforcement Officer by July 31st. Please clarify.*

   This development is not required to provide a Post-Construction Stormwater Management plan, per the Kittery Land Use Ordinance Section 16.8.8.2. This project consists of a redevelopment that will disturb less than 1 acre, will not significantly alter existing drainage patterns, and does not propose any stormwater management facilities. There is a net decrease in impervious area because of this project. This development is not required to provide stormwater detention or treatment for quality as stated in the original application's stormwater management narrative.

6. *The need for an updated Traffic Movement Permit application was identified during the scoping meeting with MDOT. The updated application will address access to the site (via righthand turn lane) and/or traffic calming measures in Route One. Pedestrian access is anticipated to be addressed as well. Sight distances, with respect to MDOT standards, require some vegetative pruning.*

   The proposed development has incorporated MaineDOT comments in its design. We are still working with MaineDOT to finalize the Traffic Movement Permit requirements for this project.

7. *Underground electricity is proposed with installation of a new utility pole. The applicant should coordinate with Central Maine Power on electrical details and approvals.*

   Understood.

8. *A sprinkler system is not proposed. Is a sprinkler system appropriate for this application?*

   No. A sprinkler system is not required by the Town. Fire protection will be provided by nearby hydrants.

9. *An exterior lighting plan has been prepared for the proposed site plan and building. It appears that the maximum footcandles standard of 8 is exceeded in the drive thru (however the applicant lists the maximum footcandles as 2.9). Please clarify, correct or apply for a waiver.*

   The maximum illumination levels for roadway/parking areas does not include the drive-thru window area. It is necessary for these areas to have additional lighting in order for the customer to have the ability to collect their purchase and provide payment. The drive-thru lights are full cutoff to prevent any glare on adjacent properties, as demonstrated on the provided renderings. All other roadway/parking areas in the development are within the Kittery Lighting ordinance requirements.

10. *16.9.3.1. The plan identifies wetlands. Site development and disturbance appears to avoid the setbacks associated with the wetlands, however, the proper setback should be indicated on the plan.*

    Applicable wetland setbacks for this development include roadways (30'), parking areas (100'), and buildings (100'.) These setbacks have been added to the Proposed Site Plan.

11. *The applicant has contacted the Maine Historic Preservation Commission, the Maine Natural Areas Program, and the Maine Department of Inland Fisheries and Wildlife with respect to protected habitat or species on site. The Maine Natural Areas Program has responded that there are no rare botanical features within the project area. The applicant should forward response from the other parties upon receipt.*

    The responses from the Maine Natural Areas Program and the Maine Department of Inland Fisheries and Wildlife have been provided.

TRC Comments:

1. *Sidewalks:*
   The TRC recommends that sidewalks be placed along the frontage of Route 1 outside of the right-of-way within the property, considering there is limited space within the right-of-way. The TRC also agreed this requirement may occur only within the leased portion of the property, with a condition that any development that were to occur on any portion of the remaining vacant land would need to be improved.

   A sidewalk has been added along the R.O.W. line, as shown on the revised Proposed Site Plan.

2. *Pedestrian crossing:*
   It is unclear how the applicant plans to provide traffic calming measures to accommodate pedestrian infrastructure across this segment of US Route 1. While ideal that a solution could be developed, the TRC is of the opinion that pedestrian infrastructure should not be provided unless the applicant / DOT can agree on a safe solution.

   No traffic calming measures for this location are proposed at this time. It is the opinion of our traffic engineer that it is not safe for pedestrians to be crossing the road in this area. Because the speed limit is 45 mph, crosswalks at this location are prohibited by MaineDOT unless it is a signalized intersection (which it is not). In our professional opinion, pedestrians should not be crossing at this location, it would be unsafe for both pedestrians and the traveling public

3. *Landscaping:*
   The TRC is of the same opinion for the landscaping requirements as that of sidewalks along US Route 1.

   Understood.

4. *Other Site Infrastructure:*
   Please provide an updated detail sheet of all relevant proposed site improvements. Also, please add a stop sign at the exit point of the proposed driveway.

   The revised Site Plan and Detail sheet have been provided.

5. *Paved Apron:*
   Please explain the purpose the proposed apron and who intends to use it.

   This apron is not intended for any use at this time. If there is future development of this property, that is the logical access point, and it would keep the edge of pavement of our access drive from being broken if future development were to occur.

6. *Soil report:*
   Please provide a soil report that complies with §16.9.1.4., demonstrating that the existing soils are able to support the proposed development and its improvements.

   A waiver is requested for this section. The applicant plans to have a geotechnical report prepared prior to construction. We would be glad to provide that report to the Town as part of the building permit process. We believe this report would be more useful than the results of a soil survey. The existing site is most likely fill soils based on the existing contour information.

7. *Architectural elevations:*
   Please provide colored elevations of the proposed building.

   Colored elevations of the proposed building have been provided.

8. *Waivers:*
   Any proposed modifications/waivers that deviate from the ordinance requirements must be requested / detailed via a waiver request. Please site the ***relevant code reference and provide a succinct explanation for the modification's*** *need.*

   A waiver request form has been provided.

9. *Other Comments:*
   Please update the site plan and submit a corresponding response letter that addresses all comments made by CMA, MaineDOT and all other pertinent reviewing authorities.

If you have any questions, please do not hesitate to contact the undersigned at (207) 989-4824 or sthies@haleyward.com.

Sincerely,
Haley Ward, Inc.

Sean Thies, PE
Senior Project Manager

SMT/cmg

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

JANET T. MILLS
GOVERNOR

KIRK F. MOHNEY
DIRECTOR

August 23, 2021

Mr. Drew Olehowski
Haley Ward
One Merchants Plaza
Suite 701
Bangor, ME 04401

Project: MHPC#1408-21 GCS Enterprises LLC; Aroma Joe's; West Side of US Route 1
New Restaurant Building and Associated Parking

Town: Kittery, ME

Dear Mr. Olehowski:

In response to your recent request, I have reviewed the information received August 17, 2021 to initiate consultation on the above referenced project.

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

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

Sincerely,

Kirk F. Mohney

Kirk F. Mohney
State Historic Preservation Officer

PHONE: (207) 287-2132 FAX: (207) 287-2335

JANET T. MILLS
GOVERNOR

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

JUDITH CAMUSO
COMMISSIONER

September 7, 2021

Drew Olehowski
Haley Ward
One Merchants Plaza, Suite 701
Bangor, ME 04401

RE: Information Request – Aroma Joes Project, Kittery

Dear Drew:

Per your request received on August 17, 2021, we have reviewed current Maine Department of Inland Fisheries and Wildlife (MDIFW) information for known locations of Endangered, Threatened, and Special Concern species; designated Essential and Significant Wildlife Habitats; and inland fisheries habitat concerns within the vicinity of the *Aroma Joes* project in Kittery.

Our Department has not mapped any Essential Habitats that would be directly affected by your project.

Endangered, Threatened, and Special Concern Species

Bat Species – Of the eight species of bats that occur in Maine, the three *Myotis* species are protected under Maine's Endangered Species Act (MESA) and are afforded special protection under 12 M.R.S §12801 - §12810. The three *Myotis* species include little brown bat (State Endangered), northern long-eared bat (State Endangered), and eastern small-footed bat (State Threatened). The five remaining bat species are listed as Special Concern: big brown bat, red bat, hoary bat, silver-haired bat, and tri-colored bat. While a comprehensive statewide inventory for bats has not been completed, based on historical evidence it is likely that several of these species occur within the project area during migration and/or the breeding season. However, our Agency does not anticipate significant impacts to any of the bat species as a result of this project.

Significant Wildlife Habitat

Significant Vernal Pools - A mapped Significant Vernal Pool, a Significant Wildlife Habitat under Maine's Natural Resources Protection Act, occurs within the project review area; however, it is unclear if formal surveys for vernal pools have been conducted for the entire project area. If not, we recommend that surveys for vernal pools be conducted within the project boundary by qualified wetland scientists prior to final project design to determine whether there are other Significant Vernal Pools present in the area. These surveys should extend up to 250 feet beyond the anticipated project footprint because of potential performance standard requirements for off-site Significant Vernal Pools, assuming such pools are located on land owned or controlled by the applicant. Once surveys are completed, survey forms should be submitted to our Agency for review well before to the submission of any necessary permits. Our Department will need to review and verify any vernal pool data prior to final determination of significance.

Fisheries Habitat

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

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

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

Best regards,

Becca Settele
Wildlife Biologist

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

JANET T. MILLS
GOVERNOR

AMANDA E. BEAL
COMMISSIONER

August 17, 2021

Drew Olehowski
Haley Ward
One Merchants Plaza, Suite 701
Bangor, ME 04401

Via email: dolehowski@haleyward.com

Re: Rare and exemplary botanical features in proximity to: #13522.001, GCS Enterprises LLC Aroma Joe's Restaurant, Kittery, Maine

Dear Mr. Olehowski:

I have searched the Maine Natural Areas Program's Biological and Conservation Data System files in response to your request received August 17, 2021 for information on the presence of rare or unique botanical features documented from the vicinity of the project in Kittery, Maine. Rare and unique botanical features include the habitat of rare, threatened, or endangered plant species and unique or exemplary natural communities. Our review involves examining maps, manual and computerized records, other sources of information such as scientific articles or published references, and the personal knowledge of staff or cooperating experts.

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

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

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

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

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

DEPARTMENT OF Agriculture Conservation & Forestry

PHONE: (207) 287-804490
WWW.MAINE.GOV/DACF/MNAP

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

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

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

Sincerely,

Lisa St. Hilaire

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

Rare and Exemplary Botanical Features within 4 miles of
Project: #13522.001, GCS Enterprises LLC, Aroma Joe's Restaurant, Kittery, Maine

Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
Allegheny Vine						
	E	S1	G4	2013-10-08	15	Rocky summits and outcrops (non-forested, upland),Dry barrens (partly forested, upland)
American Sea-blite						
	T	S2	G5	1905-08-18	6	Tidal wetland (non-forested, wetland)
	T	S2	G5	2014-07-30	11	Tidal wetland (non-forested, wetland)
Awned Sedge						
	T	S1	G5	2017-07-30	3	Coastal non-tidal wetland (non-forested, wetland)
Beach Plum						
	E	S1	G4	1941-09-05	16	Rocky coastal (non-forested, upland)
Bitternut Hickory						
	E	S1	G5	1995-02-02	1	Hardwood to mixed forest (forest, upland)
Blunt Mountain-mint						
	PE	SH	G5	1916-08-09	3	Hardwood to mixed forest (forest, upland)
Bottlebrush Grass						
	SC	S3	G5	2018-07-13	28	Hardwood to mixed forest (forest, upland)
Bulbous Bitter-cress						
	SC	S1	G5	2013-05-31	1	Forested Wetland
Central Hardwoods Oak Forest Ecosystem						
	<null>	S3	GNR	2015-08-12	1	<null>
Coast-blite Goosefoot						
	PE	SH	G5	1992-08-10	5	Tidal wetland (non-forested, wetland)
Coastal Dune-marsh Ecosystem						
	<null>	S3	GNR	2014-07-30	2	Tidal wetland (non-forested, wetland),Rocky coastal (non-forested,

Rare and Exemplary Botanical Features within 4 miles of
Project: #13522.001, GCS Enterprises LLC, Aroma Joe's Restaurant, Kittery, Maine

Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
						upland)
Dune Grassland						
	<null>	S2	G4?	1992-08-10	4	Rocky coastal (non-forested, upland)
Dwarf Glasswort						
	SC	S1	G5	2001-09-12	7	Tidal wetland (non-forested, wetland)
	SC	S1	G5	1905-08-18	1	Tidal wetland (non-forested, wetland)
	SC	S1	G5	2000-08-08	6	Tidal wetland (non-forested, wetland)
Eaton's Bur-marigold						
	SC	S2	G3	2011-09-06	28	Tidal wetland (non-forested, wetland)
Estuary Bur-marigold						
	SC	S3	G4	1936-07	10	Tidal wetland (non-forested, wetland)
Featherfoil						
	T	S1	G4	2016-06-08	10	Open water (non-forested, wetland),Forested wetland
	T	S1	G4	2017-06-21	13	Open water (non-forested, wetland),Forested wetland
	T	S1	G4	2017-05	12	Open water (non-forested, wetland),Forested wetland
Low Sedge Fen						
	<null>	S3	GNR	2013-06-28	18	Open wetland, not coastal nor rivershore (non-forested, wetland),Coastal non-tidal wetland (non-forested, wetland)
Mountain-laurel						
	SC	S2	G5	1993	29	Conifer forest (forest, upland),Hardwood to mixed forest (forest, upland)
Mudwort						
	SC	S3	G5	1984-08-21	6	Tidal wetland (non-forested, wetland)
Northern Blazing Star						
	T	S1	G5?T3	1922	7	Dry barrens (partly forested, upland)

Rare and Exemplary Botanical Features within 4 miles of
Project: #13522.001, GCS Enterprises LLC, Aroma Joe's Restaurant, Kittery, Maine

Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
Northern Wild Comfrey						
	E	S1	G5T4T5	2011-05-10	12	Forested wetland,Hardwood to mixed forest (forest, upland)
Oak - Hickory Forest						
	<null>	S1	G4G5	2013-06-28	2	Hardwood to mixed forest (forest, upland)
	<null>	S1	G4G5	2013-06-25	1	Hardwood to mixed forest (forest, upland)
Oak - Northern Hardwoods Forest						
	<null>	S5	GNR	2002-10-22	17	Hardwood to mixed forest (forest, upland)
Pale Green Orchis						
	SC	S2	G4?T4Q	1916-08-19	25	Non-tidal rivershore (non-forested, seasonally wet),Open wetland, not coastal nor rivershore (non-forested, wetland)
	SC	S2	G4?T4Q	2003-10-10	44	Non-tidal rivershore (non-forested, seasonally wet),Open wetland, not coastal nor rivershore (non-forested, wetland)
	SC	S2	G4?T4Q	2010-07-07	33	Non-tidal rivershore (non-forested, seasonally wet),Open wetland, not coastal nor rivershore (non-forested, wetland)
	SC	S2	G4?T4Q	2008-06-14	43	Non-tidal rivershore (non-forested, seasonally wet),Open wetland, not coastal nor rivershore (non-forested, wetland)
Pocket Swamp						
	<null>	S2	G5	2013-05-31	22	Forested wetland,Hardwood to mixed forest (forest, upland)
Rue-anemone						
	E	S1	G5	2003-05-23	2	Hardwood to mixed forest (forest, upland)
Salt-hay Saltmarsh						
	<null>	S3	G5	2010-07-07	19	Tidal wetland (non-forested, wetland)
	<null>	S3	G5	2014-07-30	7	Tidal wetland (non-forested, wetland)
Saltmarsh False-foxglove						
	SC	S3	G5	1982	11	Tidal wetland (non-forested, wetland)
	SC	S3	G5	2000-08-08	25	Tidal wetland (non-forested, wetland)

Rare and Exemplary Botanical Features within 4 miles of
Project: #13522.001, GCS Enterprises LLC, Aroma Joe's Restaurant, Kittery, Maine

Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
	SC	S3	G5	1960	4	Tidal wetland (non-forested, wetland)
	SC	S3	G5	2011-10-21	38	Tidal wetland (non-forested, wetland)
	SC	S3	G5	2011-10-21	37	Tidal wetland (non-forested, wetland)
	SC	S3	G5	2000-08-08	26	Tidal wetland (non-forested, wetland)
	SC	S3	G5	2010-10-22	19	Tidal wetland (non-forested, wetland)
Sassafras						
	SC	S2	G5	1991-08-01	5	Hardwood to mixed forest (forest, upland),Old field/roadside (non-forested, wetland or upland)
	SC	S2	G5	1916-08-11	12	Hardwood to mixed forest (forest, upland),Old field/roadside (non-forested, wetland or upland)
	SC	S2	G5	1905-08-18	11	Hardwood to mixed forest (forest, upland),Old field/roadside (non-forested, wetland or upland)
	SC	S2	G5	2009-09-10	27	Hardwood to mixed forest (forest, upland),Old field/roadside (non-forested, wetland or upland)
Scarlet Oak						
	E	S1	G5	2006-08-02	7	Hardwood to mixed forest (forest, upland)
Sharp-lobed Hepatica						
	PE	SX	G5T5	1896-08-18	2	Hardwood to mixed forest (forest, upland)
Slender Knotweed						
	PE	SH	G5	1896-08-26	2	Dry barrens (partly forested, upland)
Spicebush						
	SC	S3	G5	2006-08-03	2	Forested wetland
	SC	S3	G5	2002-10-22	25	Forested wetland
	SC	S3	G5	2008-06-14	26	Forested wetland
	SC	S3	G5	2009-07-11	28	Forested wetland

Rare and Exemplary Botanical Features within 4 miles of
Project: #13522.001, GCS Enterprises LLC, Aroma Joe's Restaurant, Kittery, Maine

Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
	SC	S3	G5	2009-07-14	20	Forested wetland
	SC	S3	G5	2001-07-20	19	Forested wetland
	SC	S3	G5	2002-04-02	24	Forested wetland
	SC	S3	G5	2020-10-08	38	Forested wetland
Spongy-leaved Arrowhead						
	SC	S3	G5T4	2006-08-21	10	Tidal wetland (non-forested, wetland)
	SC	S3	G5T4	2006-09-20	9	Tidal wetland (non-forested, wetland)
Spotted Wintergreen						
	T	S2	G5	2000	21	Conifer forest (forest, upland),Hardwood to mixed forest (forest, upland)
	T	S2	G5	2013-05-22	35	Conifer forest (forest, upland),Hardwood to mixed forest (forest, upland)
	T	S2	G5	2015-10-17	23	Conifer forest (forest, upland),Hardwood to mixed forest (forest, upland)
	T	S2	G5	2003-11	22	Conifer forest (forest, upland),Hardwood to mixed forest (forest, upland)
Stout Smartweed						
	PE	SH	G4G5	1978-08-29	1	<null>
Swamp White Oak						
	T	S1	G5	1989-04	7	Forested wetland
Sweet Pepper-bush						
	SC	S2	G5	1997-06-24	20	Hardwood to mixed forest (forest, upland),Forested wetland
	SC	S2	G5	2008-08-12	22	Hardwood to mixed forest (forest, upland),Forested wetland
	SC	S2	G5	2006-07-31	3	Hardwood to mixed forest (forest, upland),Forested wetland
Tall Beak-rush						
	E	S1	G4	1938-09-08	1	Open wetland, not coastal nor rivershore (non-forested, wetland)
Tidal Marsh Estuary Ecosystem						

Rare and Exemplary Botanical Features within 4 miles of
Project: #13522.001, GCS Enterprises LLC, Aroma Joe's Restaurant, Kittery, Maine

Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
	<null>	S3	GNR	2009	5	Tidal wetland (non-forested, wetland)
Upright Bindweed						
	T	S2	G4G5	2010-07-07	15	Dry barrens (partly forested, upland),Old field/roadside (non-forested, wetland or upland)
Water-plantain Spearwort						
	PE	SH	G4	1907-07-08	4	Open water (non-forested, wetland)
	PE	SH	G4	1887-09-08	6	Open water (non-forested, wetland)
Water Pimpernel						
	SC	S3	G5T5	2006-09-20	30	Tidal wetland (non-forested, wetland)
White-topped Aster						
	E	S1	G5	1891	3	Dry barrens (partly forested, upland)
White Oak - Red Oak Forest						
	<null>	S3	GNR	1995-07-27	3	Hardwood to mixed forest (forest, upland)
	<null>	S3	GNR	2012-06-06	11	Hardwood to mixed forest (forest, upland)
White Vervain						
	SC	S1?	G5	1905-08	1	Hardwood to mixed forest (forest, upland),Open wetland, not coastal nor rivershore (non-forested, wetland)
	SC	S1?	G5	1887-08-25	4	Hardwood to mixed forest (forest, upland),Open wetland, not coastal nor rivershore (non-forested, wetland)
Wild Coffee						
	E	S1	G5	1961-07-25	6	Non-tidal rivershore (non-forested, seasonally wet),Hardwood to mixed forest (forest, upland)
	E	S1	G5	2018-07-13	1	Non-tidal rivershore (non-forested, seasonally wet),Hardwood to mixed forest (forest, upland)
Wild Garlic						
	SC	S2	G5	1983	9	Forested wetland,Hardwood to mixed forest (forest, upland)

Rare and Exemplary Botanical Features within 4 miles of
Project: #13522.001, GCS Enterprises LLC, Aroma Joe's Restaurant, Kittery, Maine

Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
	SC	S2	G5	1990-07-31	19	Forested wetland,Hardwood to mixed forest (forest, upland)

Conservation Status Ranks

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

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

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

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

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

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

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

Visit the Maine Natural Areas Program website for more information
http://www.maine.gov/dacf/mnap

maine DEPARTMENT OF Agriculture Conservation & Forestry
NATURAL AREAS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TOWN OF KITTERY MAINE
TOWN PLANNING DEPARTMENT

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

APPLICATION: WAIVER REQUEST WAIVER

PROPERTY DESCRIPTION	**Parcel ID**	**Map**	66	**Lot**	26	**Zone(s) Base:** **Overlay:** **MS4**	MU X ___ **YES** ____ **NO**	**Total Land Area**	13.8 acres
	Physical Address	523 US ROUTE 1, KITTERY MAINE							

PROPERTY OWNER'S INFORMATION	**Name**	LYNCH, CHARLES S	**Mailing Address**	13 POCAHONTAS ROAD KITTERY POINT, ME 03905-5300
	Phone			
	Fax			
	Email			
APPLICANT'S AGENT INFORMATION	**Name**	SEAN THIES	**Name of Business**	HALEY WARD
	Phone	207-989-4824	**Mailing Address**	ONE MERCHANTS PLAZA, SUITE 701 BANGOR, ME 04401
	Fax			
	Email	sthies@haleyward.com		

DESCRIPTION	**Ordinance Section**	**Describe why this request is being made.** SITE PLAN WAIVER REQUEST
	****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.
	16.9.1.4 - SOILS REPORT	A soils report can be provided prior to obtaining a building permit, if necessary.

I certify, to the best of my knowledge, the information provided in this application is true and correct and will not deviate from the Plan submitted without notifying the Town Planning Department of any changes.

Applicant's Signature:	_____	**Owner's Signature:**	_____
Date:	_____	**Date:**	_____

Article IV Waivers

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.

ARTICLE VIII. PLANNING BOARD FINAL PLAN ACTION

16.10.8.1.1 Actions and Decisions

16.10.8.2.5 Conditions and 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.

LANDSCAPING SCHEDULE

QUANTITY	TYPE	SPECIES	COMMON NAME	SIZE
2	TREE	ACER SACCHARUM	SUGAR MAPLE	12' HEIGHT, 2.5" CALIPER
4	TREE	PINUS STROBUS	EASTERN WHITE PINE	12' HEIGHT, 2.5" CALIPER
2	TREE	BETULA NIGRA	RIVER BIRCH	12' HEIGHT, 2.5" CALIPER
5	SHRUB	ARONIA ARBUTIFOLIA	RED CHOKEBERRY	2'-3' HIGH
5	SHRUB	MYRICA PENNSYLVANICA	BAYBERRY	2'-3' HIGH
11	SHRUB	ILEX VERTICILLATA	WINTERBERRY	2'-3' HIGH
5	SHRUB	FORSYTHIA 'SUNRISE'	SUNRISE FORSYTHIA	2'-3' HIGH
9	PERENNIAL	HEMEROCALLIS SPECIES	DAY LILLY	#2 POT

NOTE: PROPOSED LANDSCAPING SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE DEVELOPMENT.

SITE DEVELOPMENT DATA

TAX MAP:	66 LOT: 26
OWNER:	LYNCH, CHARLES S
	13 POCAHONTAS ROAD
	KITTERY POINT, ME 03905-5300
LOT SIZE:	13.8 ACRES
ZONE:	MIXED USE (MU)
APPLICANT:	GCS ENTERPRISES LLC
	352 WARREN AVE
	PORTLAND, ME 04103
ENGINEER:	HALEY WARD (FORMERLY CES, INC.)
	ATTN: SEAN THIES, PE
	ONE MERCHANTS PLAZA, SUITE 701
	BANGOR, MAINE 04401

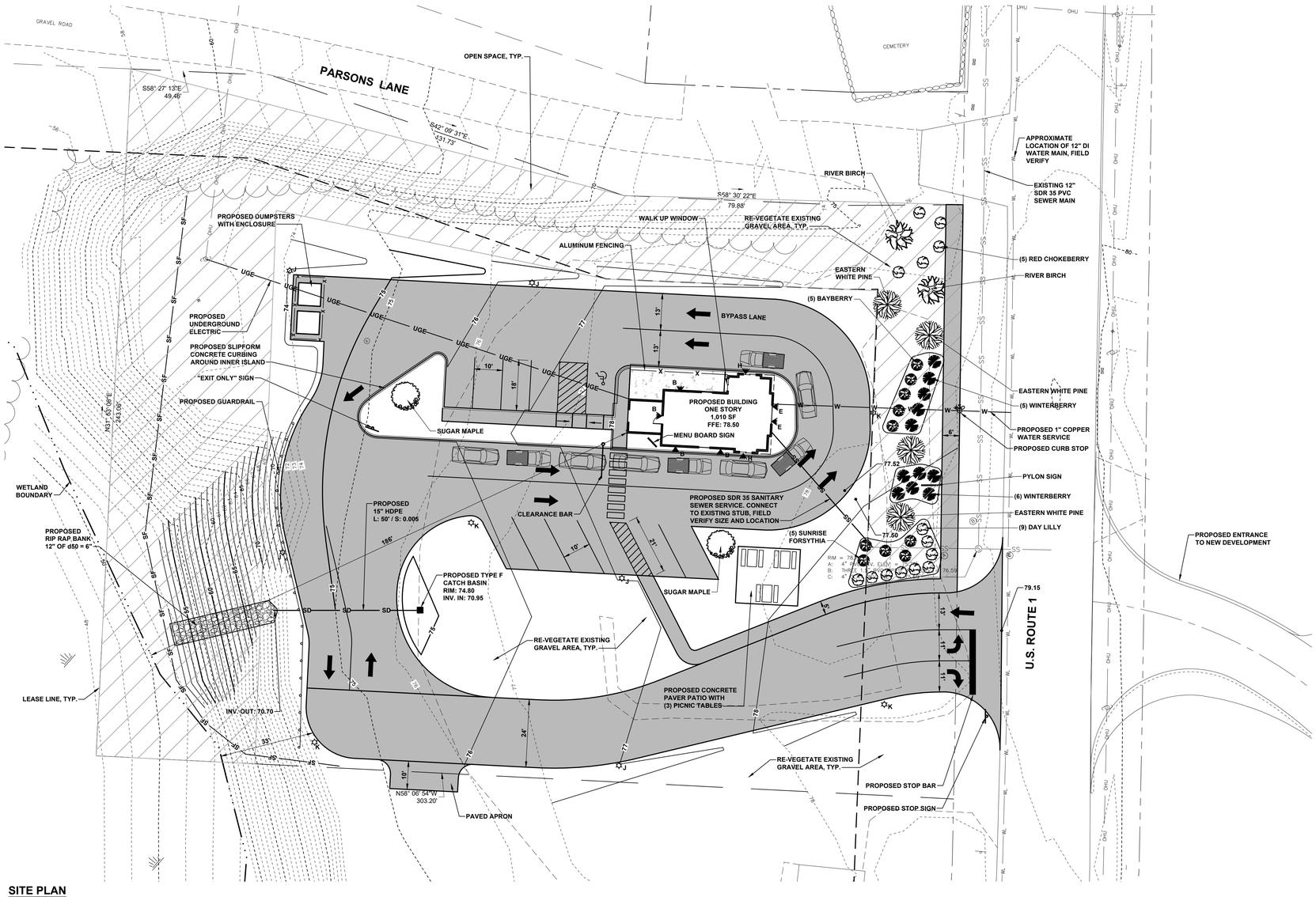
	ALLOWED	PROPOSED
MINIMUM FRONT YARD	30'	30'
MINIMUM SIDE / REAR YARD	30'	100'
MINIMUM LOT SIZE	200,000 SF	13.8 ACRES
MAXIMUM IMPERVIOUS COVERAGE	N/A	N/A
MINIMUM STREET FRONTAGE	250'	500'
MAXIMUM BUILDING HEIGHT	40'	18'
PROJECT AREA:	1.0 acres	
NEW IMPERVIOUS AREA:	NET IMPERVIOUS AREA REDUCED	
SITE DISTANCE		
SITE DISTANCE LOOKING SOUTH	450'	700'
SITE DISTANCE LOOKING WEST	450'	1000'+

NOTES:

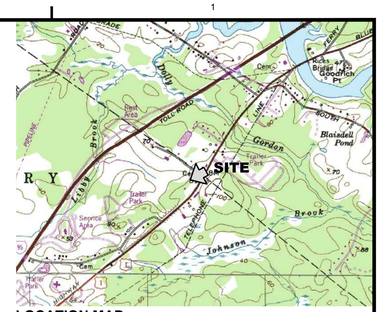
1. THERE ARE NO PROPOSED SOIL DISTURBANCES TO WETLANDS OR VERNAL POOLS.
2. PARKING: THIS IS A DRIVE-THROUGH RESTAURANT WITH NO CUSTOMER SEATING. ONLY EMPLOYEE-PARKING HAS BEEN PROPOSED.

NOTE:
1. OPEN SPACE AREA REQUIRED: 23,174 SF / OPEN SPACE PROVIDED 24,000 SF (APPROXIMATE)

2. ANY FUTURE DEVELOPMENT OF THE PROPERTY OUTSIDE THE LEASED AREA WILL BE REQUIRED TO COMPLY WITH THE KITTERY LAND USE ORDINANCE.



SITE PLAN
SCALE: 1"=20'



LOCATION MAP: USGS QUADRANGLE: YORK HARBOR
MAPTECH® USGS TOPOGRAPHIC SERIES™, ©MAPTECH®, INC. 978-933-3000
WWW.MAPTECH.COM/TOPO
SCALE: 1"=2000'

LEGEND:

DESCRIPTION	EXISTING	PROPOSED
PROPERTY LINE		
BENCHMARK		
MANHOLE		
UTILITY POLE		
CATCH BASIN		
HYDRANT		
EDGE OF GRAVEL		
EDGE OF PAVEMENT		
MAJOR FOOT CONTOUR	100	100
MINOR FOOT CONTOUR	98	98
STORM DRAIN	SD	
SANITARY SEWER	SS	
OVERHEAD UTILITIES	OHU	OHU
UNDERGROUND UTILITIES		UGU
WETLAND BOUNDARY		
SILT FENCE		SF
PAVED SURFACE		
SITE LIGHTING		

PLAN REFERENCE:

1. INFORMATION BASED ON SITE PLAN BY ANDERSON LIVINGSTON ENGINEERS, INC. DATED APRIL 9, 2018.

2. ON JULY 20 & 21, 2021 HALEY WARD CONDUCTED A HIGHWAY SURVEY AND SOME LIMITED TOPOGRAPHY ON THE SUBJECT PROPERTY AS WELL AS TIE INTO THE BOUNDARY SURVEY BY ANDERSON LIVINGSTON ENGINEERS, INC.

GRAPHIC SCALE

20 0 10 20 40 60

(IN FEET)
1 inch = 20 ft.

REV.	DATE	DESCRIPTION	BY	CHK.
1	2021.12.01	PER PEER REVIEW COMMENTS	WAB	SMT

DRAWING ISSUE STATUS

NOT FOR CONSTRUCTION

HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING
One Merchants Plaza, Suite 701
Bangor, Maine 04401
207.989.4824
WWW.HALEYWARD.COM

PROJECT

GCS ENTERPRISES LLC
US ROUTE 1, KITTERY, MAINE

TITLE

PROPOSED SITE PLAN

STATE OF MAINE
SEAN M. THIES
No. 10139
12/02/2021
LICENSED PROFESSIONAL ENGINEER

DATE	SCALE
2021.05.26	1"=20'

DRAWN BY	DESIGNED BY	CHECKED BY
WAB	WAB	SMT

PROJECT No. 13522.001

DRAWING No. **C101** REV. **1**

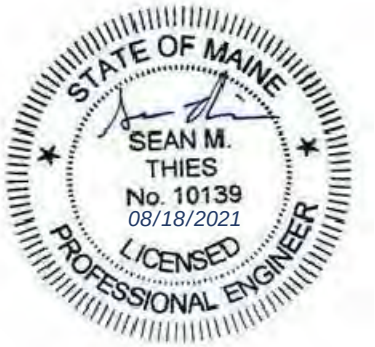
HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING

SITE PLAN REVIEW PERMIT APPLICATION

TO THE TOWN OF KITTERY

GCS ENTERPRISES, LLC
AROMA JOE'S
Kittery, Maine

Applicant:
GCS ENTERPRISES, LLC
ATTN: Loren Goodridge, 352 Warren Avenue, Portland, ME 04103



AUGUST 2021
JN: 13522.001

Report Prepared By: Haley Ward, Inc.
One Merchants Plaza, Suite 701 | Bangor, Maine 04401

Corporate Office
One Merchants Plaza
Suite 701
Bangor, ME 04401
T: 207.989.4824
F: 207.989.4881

HALEYWARD.COM

INDEX

SITE PLAN REVIEW APPLICATION

APPENDICES

C502 Site Details

C701 Pre-Development Hydrology Plan

C701 Post-Development Hydrology Plan

SITE PLAN REVIEW APPLICATION

Application Form
Agent Authorization
Tax Map
Zoning Map
Location Map
Project Narrative
Abutters List/Notice
Deed

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:	☐ $300. 00 PLUS THE GREATER OF:	☐ $50/USE OF UNIT; 0R	☐ $5.00/100 SQ FT OF GROSS FLOOR AREA	Application Fee Paid: $_____ Date:_____
		☐ $0.50/LINEAR FOOT OF DOCK, SLIP & FLOAT; OR	☐ $20.00/ UNIT INTENDED TO PROVIDE OVERNIGHT SLEEPING ACCOMODATIONS	ASA Fee Paid: (TITLE 3.3 TOWN CODE) $_____ Date:_____

PROPERTY DESCRIPTION	Parcel ID	Map	66	Lot	26	Zone: Base: Overlay: MS4:	MU _____ _____ X YES ____ NO	Total Land Area (Square Feet)	13.8 ACRES
	Physical Address	523 US ROUTE 1							

PROPERTY OWNER'S INFORMATION	Name	LYNCH, CHARLES S	Mailing Address	13 POCAHONTAS ROAD, KITTERY POINT, ME 03905-5300
	Phone			
	Fax			
	Email	`		
APPLICANT'S AGENT INFORMATION	Name	SEAN THIES	Name of Business	HALEY WARD, INC.
	Phone	207-989-4824	Mailing Address	ONE MERCHANTS PLAZA, SUITE 701 BANGOR, ME 04401
	Fax			
	Email	sthies@haleyward.com		

PROJECT DESCRIPTION

Existing Use:	DEVELOPED, VACANT
Project Name:	AROMA JOE'S
Proposed Use:	AROMA JOE'S DRIVE THRU COFFEE SHOP

WAIVER REQUEST

	Ordinance Section	Describe why this request is being made.
DESCRIPTION	****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.
	N/A	

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:	(Agent)	**Owner's Signature:**	
Date:	08.18.2021	**Date:**	

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		3RD 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

- [x] **15 COPIES OF THIS APPLICATION**
- [x] **15 COPIES OF THE PROPOSED SITE PLAN – 12 REDUCED SIZE AT 11”X17”AND 3 FULL SIZE AT 24”X 36”**
- [x] **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; N/A

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; N/A

j. Raw, finished or waste materials to be stored outside the buildings, and any stored material of a toxic or hazardous nature; N/A

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; **N/A**

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

such that assumptions on trip generation and rates arrived at by the engineer are fully understandable to the Planning Board.

g. The anticipated trip distribution of vehicles entering and exiting the proposed site during the appropriate peak hour(s) must be described and diagrammed.

h. Trip assignment, the anticipated utilization of study area roadways by traffic generated by the proposed project, must be described and diagrammed.

i. Existing traffic conditions in the study area will be identified and analyzed based upon actual field counts and/or recent available machine counts.

j. Existing traffic conditions in the study area will be described and diagrammed, specifically AADT, appropriate peak design hour(s), traffic volumes, roadway and intersection capacities, and levels of service.

k. Existing safety conditions must be evaluated based upon the traffic accident data available for the most current three years and described including link and node critical rate factors (CRF).

l. Future traffic conditions on the roadway system will be estimated based on existing volumes, projected traffic growth in the general study area, projected traffic from approved development, and traffic generated by the proposed project, specifically AADT traffic, appropriate peak hour(s) traffic volumes, roadway and intersection capacity, roadway and intersection levels of service will be analyzed. When other projects are being proposed within the impact area of the project, the Planning Board may require these projects to be incorporated into the analysis.

m. When the analysis of the proposed project's impact on traffic indicates unsatisfactory CRF, levels of service or operating capacity on study area roadways and intersections, a description of proposed improvements to remedy identified deficiencies must be included.

n. The base data collected and analyzed during the course of the traffic impact study must be made available upon request of the Planning Board.

2. o. If a development that requires a traffic impact study is within five hundred (500) feet of York or Eliot, Maine or if the study identifies impacts on segments of Route 1 or Route 236 or on their intersections located in York or Eliot, Maine, the applicant must provide evidence that a copy of the impact study has been given to the impacted municipality's chief administrative officer;

3. Environmental Analysis. An analysis of the effects that the development may have upon surrounding lands and resources, including intensive study of groundwater, ecosystems, or pollution control systems, as the Planning Board, upon review and recommendation by the Conservation Commission, may deem necessary;

4. Hydrologic Analysis. When required, an analysis of the effects that the development may have on groundwater must be conducted in accordance with Section 16.32.520. This analysis is always required for mobile home park proposals.

5. Wireless Communication Services Facilities (WCSF) Analysis.

a. A visual impact analysis prepared by a landscape architect or other qualified professional acceptable to the Town that quantifies the amount of visual impact on properties located within five hundred (500) feet, within two thousand five hundred (2,500) feet and within two miles of the WCSF. This analysis will include recommendations to mitigate adverse visual impacts on such properties;

b. An analysis prepared by a qualified professional acceptable to the Town that describes why this site and structure is critical to the operation for which it is proposed. The analysis must address, at a minimum: existing and proposed service area; how this WCSF is integrated with other company operations, particularly other structures in Kittery and surrounding communities; future expansion needs in the area; the effect on company operations if this structure is not constructed in this location; other sites evaluated for location of this

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 provides safety, security, and aesthetic effects.

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

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

K. Fences, retaining walls and other artificial features locations and dimensions proposed; **N/A**

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 markers(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; **N/A**

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. **N/A**

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. **N/A**

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. **N/A**

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:**N/A**

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.

Drew Olehowski

From: Sean Thies
Sent: Monday, August 16, 2021 3:13 PM
To: Chelsea Cyr; Drew Olehowski
Subject: FW: Authorization Email

fyi

Sean Thies, PE
Senior Project Manager
t: 207.989.4824

From: Maryna Shuliakouskaya <Maryna@aromajoes.com>
Sent: Monday, August 16, 2021 3:11 PM
To: Sean Thies <sthies@haleyward.com>; Travis Little <travis@sparkfranchisesolutions.com>
Subject: Authorization Email

Good afternoon,

This email is send as a confirmation that Sean Thies and Haley Ward company are authorized to act as an agent on the Aroma Joes project located on Route 1, Kittery Maine.

Thank you,

Maryna Shuliakouskaya
Owner
603-502-4407

65

60

60

67

YORK

PROJECT LOCATION

1 1.2 — 58 — 250

56

2A 79.64

2 47.37

29 4

2D 0.48

2C 1.97

2A-1 2A-2 2A-3 2A-4 2A-5 2A-6 2A-7 2A-8 2A-9 2A-10 2A-11 2A-12 2A-13 2A-14 2A-15 2A-16 2A-17 2A-18 2A-19 2A-20

HUNTINGTON WAY

2B 20

3 0.55 — 70 — 125

7-4 1.67 — 72 — 104

7-1 1.38 — 74 — 186

4 0.45 — 76 — 200

5 0.4 — 68 — 95

5A 0.5 — 66 — 100

7-2 4.01 — 64 — 100.07

6 0.53 — 62 — 115.94 — 197.75 — 115.90 — 200.74'

7-3 1.06 — 58 — 363.71'

7-3A 2.31 — 1 — 308.26' — 334.03' — 138.04' — 122.46' — 51.58' — 44.67' — 109.22'

7 2.58 — 54

50' WAY — 150' — 164.04'

DAVIA

ROAD

WELCH ROAD

REMICKS LANE

BETTY LANE

CUTTS ROAD

CUTTS ROAD

INTERSTATE 95

28

MAINE STATE VISITOR INFORMATION CENTER

OLD CUTTS ROAD

ADAMS ROAD

CEDAR MILL ROAD

10 1.33 — 16 — 210.32' — 176.7' — 309.45'

10B 1.36 — 16 — 329.18'

10A 1.7 — 12

11 1 — 10 — 208.5'

12 2

13

14 0.05 — 6 — 230'

15 0.25 — 4100' — 10'

16A 0.9 — 424' — 2

ACCESS ROAD 615'

16 29.8

YANKEE COMMONS MOBILE HOME PARK

3

SETTLEMENT LOOP — 25 13 11 9 5 3 — 602.18' — 18 14 10 8 LOOP 4 — 508.9'

19 0.2 — 19 23

21 0.1 — 23 27

18 0.25 — 17 — 90'

20 0.1 — 60' — 23 0.15

LANE

IDLEWOOD

17 4

U.S. ROUTE 1

22 — 18

22A — 190 — 20 — 150'

27 5.87 — 14

27A 1 — 261.92' — 161.80' — 271.51' — 12 — 153.75'

27B 1.15 — 6 — 308.33' — 208.63' — 153.39'

26B 6.47 — 525

YANKEE COMMONS

24 50.16

SETTLEMENT LOOP — XING — NEAR — FAR — SETTLEMENT LOOP — XING — SETTLEMENT LOOP

PARSONS LANE

26 13.8 — 523 — 459.2'

31

26A 1.85 — 517 — 200'

25 7.95 — 511 — 177'

THIS MAP IS FOR ASSESSMENT PURPOSES. IT IS NOT VALID FOR LEGAL DESCRIPTION OR CONVEYANCE.

THE HORIZONTAL DATUM IS THE MAINE STATE PLANE COORDINATE SYSTEM, NAD 83.

ORIGINAL MAPPING BY JOHN E. O'DONNELL & ASSOCIATES, NEW GLOUCESTER, MAINE.

REVISED & REPRINTED BY

CAI Technologies
Precision Mapping. Geospatial Solutions
11 Pleasant Street, Littleton, NH 03561
800.322.4540 - www.cai-tech.com

LEGEND

PARCEL NUMBER 16
PARCEL ACREAGE 0.25
RECORD DIMENSION . . . . . 100'
STREET ADDRESS NUMBER 18
SUBDIVISION LOT NUMBER . . . . . (4)

RIGHT OF WAY/ACCESS . . . . . 60'
COMMON OWNERSHIP . . . . . >
WATER . . . . . (~)

N

FEET 200 100 0 200 400 600
METERS 50 25 0 50 100 150

SCALE: 1" = 200'

REVISED TO: APRIL 1, 2020

PROPERTY MAPS
KITTERY
MAINE

INDEX DIAGRAM
65 66 60 67

MAP NO. 66

TOWN OF KITTERY, MAINE
INCORPORATED 1647

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York County, Maine

Land Use Zoning Map

(A Growth Managment / Comprehensive Plan Implementation Strategy)

PROJECT LOCATION

Town of Eliot

Town of York

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CON

Base Zones

- Residential - Village (R-V)
- Residential - Urban (R-U)
- Residential - Kittery Point Village (R-KPV)
- Residential - Suburban (R-S)
- Residential - Rural (R-RL)
- Residential - Rural Conservation (R-RLC)
- Commercial 1 (C-1)
- Commercial 2 (C-2)
- Commercial 3 (C-3)
- Industrial (IND)
- Business - Local 1 (B-L1)
- Business - Local (B-L)
- Business - Park (B-PK)
- Mixed Use - Kittery Foreside (MU-KF)
- Mixed Use (MU)
- Mixed Use - Badgers Island (MU-BI)
- Conservation (CON)
- Transportation - Maine Turnpike (T-MT)

Overlay Zones

- Resource Protection (OZ-RP)
- Shoreland - Water Body / Weltand Protection Area (OZ-SL-250')
- Shoreland - Stream Protection Area (OZ-SL-75')
- Commercial Fisheries / Maritime Uses (OZ-CFMU) are located within the upland area 75 feet of the normal high-water line or to the property boundary line as identified on the Zoning Map .

1 inch = 1,000 Feet

0 1000 2000 3000 4000 5000 Feet

N S E W

Offshore Island Inset

Duck Island
Eastern Rocks
Mingo Rocks
dì äÑçÑj ~áåÉ= ^íä~åíáÅ= I ÅÉ~å
Appledore Island
R-RLC
Smuttynose Island
Malaga Island
Cedar Island

1 inch = 1,000 feet

0 500 1000 1500 2000 2500 3000 3500 4000 4500 5000 Feet

Inset A

1 inch = 250 feet

0 250 500 750 Feet

Inset B

1 inch = 100 feet

0 100 200 300 Feet

Inset C

1 inch = 167 feet

0 167 334 501 Feet

Inset D

1 inch = 750 feet

0 750 1,500 2,250 3,000 Feet

Inset E

1 inch = 333 feet

0 333 666 999 Feet

Inset F

1 inch = 625 feet

0 625 1,250 1,875 Feet

Inset G

1 inch = 250 feet

0 250 500 750 Feet

Inset H

1 inch = 500 feet

0 500 1,000 1,500 Feet

Inset I

1 inch = 250 feet

0 250 500 750 1000 Feet

Inset J

1 inch = 375 feet

0 750 1500 2250 3000 Feet

I hereby certify this Zoning Map, referred to in the Town Land Use and Development Code, is the Official Zoning Map for the Town of Kittery, Maine. It includes all prior revisions and is current as of this date.

The precise location of property, boundary lines, and natural resources as shown on this Official Zoning Map is not warranted. Where there exists any doubt in the accuracy of any such property, boundary lines, or natural resources, the property owner is responsible to demonstrate the exact lot line or natural resource locations with respect to the zone boundaries. Such accuracy may be established through a licensed survey or appropriate state certified professional consistent with the Town Code.

Adopted by the Kittery Town Council and Effective this May 24, 2010.

Maryann Place 5/24/10

Maryann Place, Town Clerk

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A. Development Conforms to Local Ordinances

The proposed development is in conformance with the Town Code, Comprehensive Plan, Zoning Ordinance, and the Development and Land Use Ordinance

B. Freshwater Wetlands Identified

A natural resource survey was performed by Michael Cuomo on April 7, 1997, and September 21, 2001. All delineated freshwater wetlands are shown on the Proposed Site Plan.

C. River, Stream or Brook Habitat Identified

A natural resource survey was performed by Michael Cuomo on April 7, 1997, and September 21, 2001. All delineated rivers, streams, or brooks are shown on the Proposed Site Plan.

D. Water Supply Sufficient

The development will utilize the public water system on Route 1. Please see *Section E. Municipal Water Supply Available*, below for more information on water supply.

E. Municipal Water Supply Available

This development will utilize the public water system on Route 1. Per the State of Maine Subsurface Wastewater Disposal Rules (2014), it is estimated that this development will have a water demand of 220 gallons per day (see calculation below.)

Design flow for a Bakery = 100 gpd per bakery plus 12 gpd per employee
= 100 + (10*12) = 220 gpd

Please See **Appendix A** for correspondence with the Kittery Water District which demonstrates their ability to provide a water service to this development.

F. Sewage Disposal Adequate

This development will utilize the public sewage disposal system on Route 1. Per the State of Maine Subsurface Wastewater Disposal Rules (2014), it is estimated that this development will have a sewage generation of 220 gallons per day (see calculation below.)

Design flow for a Bakery = 100 gpd per bakery plus 12 gpd per employee
= 100 + (10*12) = 220 gpd

Please See Appendix B for correspondence with the Kittery Wastewater Treatment Facility which demonstrates their ability to provide a sewage disposal service to this development.

G. Municipal Solid Waste Disposal Available

This development is estimated to produce approximately 0.3 tons of municipal waste per year (recyclingworksma.com, assume 10 employees.) Please see Appendix C for a letter from Pine Tree Waste stating their ability to provide waste removal service for this development.

H. Water Body Quality and Shoreline Protected

The proposed development is within 250' of a freshwater wetland. Please see Appendix D for a Stormwater Management Plan for this development demonstrating that the water quality of the nearby wetland will not be negatively impacted.

I. Groundwater Protected

This development does not propose any groundwater use or extraction. There will be no hazardous chemicals or materials stored on the property. There are no significant sand and gravel aquifers in the development area (Appendix E.)

J. Flood Areas Identified and Development Conditioned

This development is not in a mapped flood zone, please see the provided FEMA flood hazard map in Appendix F.

K. Stormwater Managed

Please see Appendix D for a Stormwater Management Plan for this development.

L. Erosion Controlled

Please see Appendix G for an Erosion and Sedimentation Control Plan for this development.

M. Traffic Managed

A Maine Department of Transportation (MDOT) Traffic Movement Permit will be obtained for this development. The approved permit will be sent to the Town upon receipt.

N. Water and Air Pollution Minimized

1. This development is not in a mapped flood zone, please see the provided FEMA flood hazard map in Appendix F.
2. The development will utilize the public sewage disposal system on Route 1, no subsurface wastewater disposal systems are proposed.
3. The development is moderately sloped towards wetland area. The only effluent from the Site will be stormwater runoff. Please see Appendix D for a Stormwater Management Plan for this development.
4. There are no streams on the development property. The only effluent from the Site will be stormwater runoff. Please see Appendix D for a Stormwater Management Plan for this development.
5. The development will follow all applicable state and local water resource rules and regulation.
6. No hazardous materials will be disposed of or stored on the development property.

O. Aesthetic, Cultural, and Natural Values Protected

Please see Appendix H for correspondence with the Maine Natural Areas Program, the Maine Department of Inland Fisheries and Wildlife, and the Maine Historic Preservation Commission which demonstrate that this project will not have negative impacts on aesthetic, cultural, natural, or historic values. Their response will be sent to the Town upon receipt.

P. Developer is Financially and Technically Capable

The estimated construction Cost of this project is approximately $500,000. Please see Appendix I for a financial statement from the Applicant demonstrating the financial capacity to fund this project.

Please see Appendix J for resumes from the Applicant and Agent demonstrating the technical capability to complete this project.

Q. Wireless Communication Facility Development

This development is not a wireless communication facility, this section does not apply.

R. Shoreland, Resource Protection or Commercial Fisheries/Maritime Use Overlay Zone Development

This development is not within the above listed overlay zones, this section does not apply.

S. Right-of-Way Plan

Not applicable.

T. Special Exception Use

Not applicable.

SPARK FRANCHISE SOLUTIONS – **AROMA JOE'S**
KITTERY, MAINE

ABUTTER LIST

MAP-LOT	PROPERTY ADDRESS	OWNER NAME	CO-OWNER NAME	OWNER MAILING ADDRESS	Owner City	Owner State	Owner Zip
66-24	US ROUTE 1	YANKEE SETTLEMENT MHP LP		1571 BELLVUE AVENUE, SUITE 210	WEST VANCOUVER	BC	V7V1A6
66-24	4 SETTLEMENT LOOP	CLEWER, ROSALIE		4 SETTLEMENT LOOP,	KITTERY	ME	03904
66-24	42 SETTLEMENT LOOP	SEROCKI, WILLIAM	SEROCKI, EDNA	24 WILLOW BEND BLVD	PLYMOUTH	MA	02360
66-24	46 SETTLEMENT LOOP	HOWLAND, CAMILLE		476 FRANKLIN STREET	READING	MA	01867
66-24	48 SETTLEMENT LOOP	BATCHELDER, SUZETTE		PO BOX 658	CAPE NEDDICK	ME	03902
66-24	52 SETTLEMENT LOOP	HYNES, STEPHEN A	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904-5515
66-24	56 SETTLEMENT LOOP	HYNES, STEPHEN A	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904-5515
66-24	58 SETTLEMENT LOOP	HYNES, STEPHEN A	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904-5515
66-24	62 SETTLEMENT LOOP	HYNES, STEPHEN A	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904-5515
66-24	66 SETTLEMENT LOOP	HYNES, STEPHEN A	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904-5515
66-24	68 SETTLEMENT LOOP	NASH, ROBERT	NASH, DIANNE	84 OBERY STREET APT. 106	PLYMOUTH	ME	02360
66-24	8 SETTLEMENT LOOP	BICKMORE, ROBERT	BICKMORE, PAMELA	8 SETTLEMENT LOOP	KITTERY	ME	03904

MAP-LOT	PROPERTY ADDRESS	OWNER NAME	CO-OWNER NAME	OWNER MAILING ADDRESS	Owner City	Owner State	Owner Zip
66-24	70 SETTLEMENT LOOP	HYNES, STEPHEN A.	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904
66-24	72 SETTLEMENT LOOP	HYNES, STEPHEN A.	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904
66-24	76 SETTLEMENT LOOP	HYNES, STEPHEN A.	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904
66-24	61 SETTLEMENT LOOP	HYNES, STEPHEN A	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904-5515
66-24	59 SETTLEMENT LOOP	HYNES, STEPHEN A	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904-5515
66-24	57 SETTLEMENT LOOP	HAWKINS, JANET S		4 LEXINGTON DRIVE	KENNEBUNK	ME	04043
66-24	55 SETTLEMENT LOOP	HYNES, STEPHEN A	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904-5515
66-24	53 SETTLEMENT LOOP	HYNES, STEPHEN A	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904-5515
66-24	51 SETTLEMENT LOOP	EGGERS, DENISE		51 SETTLEMENT LOOP	KITTERY	ME	03904
66-24	47 SETTLEMENT LOOP	JEAN, PATRICIA		115 CONANT ROAD	NASHUA	NH	03062
66-24	10 SETTLEMENT LOOP	AVERY, RONALD	AVERY, WANDA	10 SETTLEMENT LOOP	KITTERY	ME	03904
66-24	21 COLONY WAY	HYNES, STEPHEN A.	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904
66-24	17 COLONY WAY	HYNES, STEPHEN A.	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904

MAP-LOT	PROPERTY ADDRESS	OWNER NAME	CO-OWNER NAME	OWNER MAILING ADDRESS	Owner City	Owner State	Owner Zip
66-24	13 COLONY WAY	HYNES, STEPHEN A.	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904
66-24	9 COLONY WAY	HYNES, STEPHEN A.	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904
66-24	7 COLONY WAY	HYNES, STEPHEN A.	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904
66-24	3 COLONY WAY	HYNES, STEPHEN A.	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904
66-24	79 SETTLEMENT LOOP	HYNES, STEPHEN A.	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904
66-24	80 SETTLEMENT LOOP	HYNES, STEPHEN A.	S&B MOBILE HOME SALES	3 IDLEWOOD LANE SUITE 1	KITTERY	ME	03904
66-24	14 SETTLEMENT LOOP	BRYANT CURRIER	CHRISTINE CURRIER	14 SETTLEMENT LOOP	KITTERY	ME	03904
66-24	18 SETTLEMENT LOOP	JOHN O'BRIEN	SANDRA O'BRIEN	18 SETTLEMENT LOOP	KITTERY	ME	03904
66-24	15 SETTLEMENT LOOP	MARGARET T. RUSSELL TRUST	PETROVIC H, TR, SANDY	281 SOUTHSIDE ROAD	YORK	ME	03909
66-24	12 SEAGLASS LANE	ZBINK, DAVID		2 COOPERS WAY	KITTERY	ME	03904
66-25	511 US ROUTE 1	YANKEE SETTLEMENT MHP LP		1571 BELLVUE AVENUE, SUITE 210	WEST VANCOUVER	BC	V7V1A6
66-26A	517 US ROUTE 1	WILSON FIVE SERVICE CO INC		PO BOX 810	KITTERY	ME	03904-0810
66-26B	525 US ROUTE 1	KEVIN INC		PO BOX 904	KITTERY	ME	03904-0904
66-27B	6 PARSONS LANE	KENNISON, DONALD		6 PARSONS LANE	KITTERY	ME	03904

MAP-LOT	PROPERTY ADDRESS	OWNER NAME	CO-OWNER NAME	OWNER MAILING ADDRESS	Owner City	Owner State	Owner Zip
66-31	PARSONS LANE	BELESIS, PETER	BELESIS, VALERIE	1 STONE TERRACE	MARBLEHEAD	MA	01945
67-1	524 US ROUTE 1	C-COAST PROPERTIES LLC		8 BANKS ROCK	YORK HARBOR	ME	03911
67-2	518 US ROUTE 1	LANDMARK HILL, LLC		79 CONGRESS STREET	PORTSMOUTH	NH	03801
67-2	518 US ROUTE 1 #1	ESTANO HOLDINGS LLC		12 LANDMARK HILL LANE	KITTERY	ME	03904
67-2	518 US ROUTE 1 #1A	KDM PROPERTIES LLC		11 PRISCILLA AVENUE	SCITUATE	MA	02066
67-2	518 US ROUTE 1 #1	ESTANO HOLDINGS LLC		12 LANDMARK HILL LANE	KITTERY	ME	03904
67-2	518 US ROUTE 1 #1A	KDM PROPERTIES LLC		11 PRISCILLA AVENUE	SCITUATE	MA	02066
67-2	518 US ROUTE 1 #2A	ESTANO HOLDINGS LLC		12 LANDMARK HILL LANE	KITTERY	ME	03904
67-2	518 US ROUTE 1 #2	WINTERBROOK MANAGEMENT LLC		5 WINTERBROOK COURT	YORK	ME	03909
67-2	518 US ROUTE 1 #2A	ESTANO HOLDINGS LLC		12 LANDMARK HILL LANE	KITTERY	ME	03904
67-2	518 US ROUTE 1 #2	WINTERBROOK MANAGEMENT LLC		5 WINTERBROOK COURT	YORK	ME	03909
67-2	518 US ROUTE 1 #3	DGW PROPERTIES LLC		155 CHASES POND RD	YORK	ME	03909
67-2	518 US ROUTE 1 #4	AVIVA LLC		10 STONERIDGE WAY	KITTERY	ME	03904
67-2	518 US ROUTE 1 #5	CONNELLY LANDMARK HILL LLC		PO BOX 257	WELLS	ME	04090
67-2	518 US ROUTE 1 #6	KDM PROPERTIES LLC		11 PRISCILLA AVENUE	SCITUATE	MA	02066
67-2	518 US ROUTE 1 #7	CONNECTIONS FOR KIDS		100 GANNETT DR STE A	SOUTH PORTLAND	ME	04106

MAP-LOT	PROPERTY ADDRESS	OWNER NAME	CO-OWNER NAME	OWNER MAILING ADDRESS	Owner City	Owner State	Owner Zip
67-2	10 LANDMARK HILL LANE	YORK STREET VENTURES LLC		PO BOX 569	YORK	ME	03909
67-2	14 LANDMARK HILL LANE	1416 LANDMARK HILL PROPERTIES, LLC		23 MILL RIDGE FARM LANE	YORK	ME	03909
67-2	16 LANDMARK HILL LANE	1416 LANDMARK HILL PROPERTIES, LLC		23 MILL RIDGE FARM LANE	YORK	ME	03909
67-2	20 LANDMARK HILL LANE	518 US ROUTE 1 LLC		518 US ROUTE 1 #4	KITTERY	ME	03904
67-2	12 LANDMARK HILL LANE	ESTANO, CHRISTOPHER		12 LANDMARK LANE	KITTERY	ME	03904
67-2	18 LANDMARK HILL LANE	THOMAS, CHARLES W. II	THOMAS, REBECCA S.	18 LANDMARK HILL LANE	KITTERY	ME	03904
67-2	24 LANDMARK HILL LANE	CORGAN, JOHN & MICHELLE		24 LANDMARK HILL LANE	KITTERY	ME	03904
67-2	64 LANDMARK HILL LANE	CHINBURG DEVELOPMENT LLC		3 PENSTOCK WAY	NEWMARKET	NH	03857
67-2	68 LANDMARK HILL LANE	CHINBURG DEVELOPMENT LLC		3 PENSTOCK WAY	NEWMARKET	NH	03857
67-2	28 LANDMARK HILL LANE	MEANS LIV. TRUST	MEANS, ANDREA TR	28 LANDMARK HILL UNIT #2	KITTERY	ME	03904
67-2	32 LANDMARK HILL LANE	RAYMOND, CLAUDETTE		32 LANDMARK HILL LANE #2	KITTERY	ME	03904
67-2	36 LANDMARK HILL LANE	SANBORN, ALLANA J.		36 LANDMARK HILL LANE UNIT 2	KITTERY	ME	03904
67-2	40 LANDMARK HILL LANE	CAMPBELL, STEPHEN H.	ROSS, RICHARD A.	40 LANDMARK HILL, UNIT 2	KITTERY	ME	03904
67-2	44 LANDMARK HILL LANE	STAMM, KERRI LAVERTU	STAMM, DAVID ANTHONY	44 LANDMARK HILL LANE	KITTERY	ME	03904
67-2	52 LANDMARK HILL LANE	GRAVES, HEATHER		52 LANDMARK HILL LANE	KITTERY	ME	03904

MAP-LOT	PROPERTY ADDRESS	OWNER NAME	CO-OWNER NAME	OWNER MAILING ADDRESS	Owner City	Owner State	Owner Zip
67-2	56 LANDMARK HILL LANE	WEAVER, CODY D	WEAVER, SARA JAQUELINE	56 LANDMARK HILL LANE UNIT 8	KITTERY	ME	03904
67-2	60 LANDMARK HILL LANE	SWEET, JACQUELINE K		60 LANDMARK HILL LANE UNIT 2	KITTERY	ME	03904

PUBLIC NOTICE:
NOTICE OF INTENT TO FILE
TOWN OF KITTERY
SITE PLAN REVIEW APPLICATION

Please take notice that GCS Enterprises, LLC intends to file a Preliminary Application for Site Plan Review with the Town of Kittery for a proposed Aroma Joe's drive through coffee shop. The proposed project is located at 523 US Route 1, on a portion of Tax Map 66, Lot 26. The application is being submitted on August 19, 2021 for review with the Planning Board on September 9, 2021.

You are receiving this notice as your property has been identified as an "abutter" to the project, or located within 500 feet of the proposed project.

Questions related to this project can be directed to:

Sean Thies, P.E.
Haley Ward, Inc.
One Merchants Plaza, Suite 701
Bangor, Maine 04401
(207) 989-4824
sthies@haleyward.com

LEASE BETWEEN

Charles S. Lynch

AS LANDLORD,

AND

AROMA JOE'S REAL ESTATE, LLC

AS TENANT

LOCATION: 523 US Rt. One
Kittery, ME 03904

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LEASE

This Lease (hereinafter "Lease") made and entered into this 8/16/2021, by and between Charles S. Lynch, hereinafter referred to as "Landlord," and AROMA JOE'S REAL ESTATE, LLC, a limited liability company, organized under the laws of Florida and having its usual place of business at 352 Warren Avenue, Unit 8, Portland, ME 04103, hereinafter referred to as "Tenant." In consideration of the mutual covenants herein contained, the parties agree as follows:

Definitions

The following terms when used hereinafter shall be defined as follows:

Building

"Building" means the structure or portions of a structure constructed or to be constructed by Tenant.

Premises

"Premises" means a portion of Landlord's property Leased to Tenant.

"Rent" means the total gross amount due under the lease as hereinafter described in Section Four.

SECTION ONE
DESCRIPTION OF PREMISES

Landlord Leases to Tenant and Tenant Leases from Landlord the Premises located at 523 US Rt. 1, Kittery, ME (physical address) defined as the land and appurtenances thereto which contains approximately 1 acres. The acreage of the Premises is based upon the measurements found in the deed for the Property. In the event that the actual acreage of the Premises is larger than specified herein, the terms and conditions shall remain the same.

The Premises shall be described in accordance with Exhibit A, which is attached hereto and incorporated herein by reference.

SECTION TWO
TERM

The initial term of this Lease is five (5) years.

This Lease and all of its corresponding rights and obligations other than the payment of Rent shall commence when all of the following requirements have been met ("Lease Commencement Date"): 1) Receipt by Tenant of all necessary approvals and permits and 2) acceptance of the Premises by Tenant as evidenced by Tenant's written acknowledgement of receipt and acceptance of a letter of possession from Landlord (Exhibit D). If possession of the premises is not delivered by Landlord to Tenant within Ninety (90) days of the final execution of the Lease Agreement, Tenant shall have the option of terminating the Lease Agreement by giving

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Landlord written notice. In the event of such termination, Landlord agrees to execute documents related thereto and promptly return any and all monies paid by Tenant.

The parties herein agree that, subject to the execution of this Lease, Tenant shall be entitled to the use and possession of the Premises for the purposes of site planning, engineering, and any purpose related to obtaining necessary approvals and permits to construct an Aroma Joe's coffee shop.

Tenant shall have a One Hundred Eighty (180) day Due Diligence Period beginning on the date of execution of a Lease Agreement to conduct ay due diligence, investigations, studies, and tests to examine all aspects of the property and determine if they wish to proceed. Tenant, at their sole discretion for any or no reason shall have the right to terminate the Lease agreement prior to the expiration of the Due Diligence Period

During this period, Tenant, at their sole cost, shall use good faith efforts to obtain all permits and approvals for the intended use as a coffee shop with drive-thru. If all necessary permits an state, city, and town approvals, to construct a coffee shop with a drive-thru are not obtained, Tenant shall have the option of terminating this Lease by giving Landlord written notice. In the event Tenant chooses to terminate this Lease, Landlord agrees to execute documents related thereto and to promptly return any and all monies paid by Tenant.

Tenant shall have the right to extend the Due Diligence Period for up to three additional months, provided they notify the Landlord in writing and provide proof of due diligence in obtaining permits.

Prior to the commencement of Tenant's construction, the parties agree that in the event Tenant's sublessee is unable to secure financing to construct the premises as a coffee shop, Tenant may terminate this Lease upon written notice to Landlord without any penalty or cost. Upon receipt of the notice, Landlord agrees to immediately return any security deposits and prepaid rents to Tenant.

SECTION THREE
QUIET ENJOYMENT

Landlord covenants, warrants and represents that upon commencement of the Lease term, Landlord has full right and power to execute and perform this Lease, and to grant the estate demised herein; and that Tenant, upon the payment of the rent herein reserved and performance of the covenants and agreements hereof, shall peaceably and quietly have, hold and enjoy the Premises and all rights, easements, covenants, and privileges belonging or in any way appertaining thereto, during the term of this Lease. Upon request, Landlord shall provide proof of ownership satisfactory to Tenant (Exhibit C).

Should Landlord fail to uphold the aforementioned covenant, Landlord and Tenant agree that Tenant's damages will be significant and difficult to ascertain. Therefore, Landlord agrees that Tenant's liquidated damages recoverable from Landlord for such breach shall be $50,000.00. Landlord acknowledges that this liquidated damages provision is a fair estimate of Tenant's damages and does not constitute a penalty. For the purpose of this section, any limitation of the personal liability of the Landlord shall be null and void, and the person executing this Lease on behalf of the Landlord shall be liable for the aforementioned damages both in his/her capacity and personally. This clause shall survive the termination of this Lease.

No changes or additions by the Landlord will inhibit access to or visibility of the Premises or decrease parking ratio. Tenant is allowed, at its cost, to prune, cut back or remove any trees that interfere with visibility of the Premises.

If Tenant's operation or use is at any time impaired or affected by the closing, relocation, alteration or improvement of any street adjoining the Premises, Tenant may, at its option, either terminate this Lease, or reduce the rent payable by fifty percent (50%) during the period of such impairment. Either of these options may be implemented upon thirty (30) days written notice to Landlord.

SECTION FOUR
RENT

Tenant covenants and agrees to pay Base Rent in advance on the first (1st) day of each calendar month during the Term and without notice or demand, in lawful money of the United States, to Landlord, throughout the Term and any Extension Term of this Lease as follows:

Term	Base Rent Monthly
Rent Commencement – Twenty Third Month of the initial term	One Thousand Seven Hundred Dollars ($1,700)
Twenty Fourth Month – Thirty Fifth Month of the initial term	One Thousand Seven Hundred and Thirty Four Dollars ($1,734)
Thirty Sixth Month – Forty Seventh Month of the initial term	One Thousand Seven Hundred and Sixty Eight Dollars and Sixty Eight Cents ($1,768.68)
Forty-Eight Month – Fifty Ninth Month	One Thousand Eight Hundred and Four Dollars and Five Cents ($1,804.05)

The Rent shall commence on the earlier of One Hundred Eighty (180) days after the Lease Commencement Date or on the date the Tenant opens for business, (“Rent Commencement Date”).

SECTION FIVE
USE OF PREMISES

Tenant’s use shall be defined as a restaurant for on and off premises consumption or for any other lawful purpose. Landlord acknowledges that Tenant’s menu consists primarily of coffee and related items and that from time to time Tenant may add test items to its menu. Landlord further agrees that Tenant may add, delete and/or change its menu without the prior consent of the Landlord provided that Tenant complies with all local codes and ordinances, and that the Landlord has no preexisting agreements prohibiting such menu additions. In no event shall Tenant’s menu be construed as limited to coffee and related food items. Tenant may, but shall not be required to remain open seven (7) days per week twenty-four (24) hours per day. Landlord acknowledges that the normal operation of Tenant’s business will create certain aromas.

SECTION SIX
UTILITIES

Tenant shall pay for all utilities furnished to the Premises during the term of this Lease, including water, electricity, gas, sewer and telephone service. Tenant shall be responsible for any and all tap fees, hook-up fees, connection fees, impact fees (if any) necessary for Tenant's utilities. Landlord agrees to reimburse Tenant one half of water and sewer hook-up and connection fees as long as Landlord, or any entity Landlord sells, or leases landlord's adjoining premises connects to Tenant sewer or water lines.

SECTION SEVEN
REPAIRS AND MAINTENANCE

Tenant shall, at its expense, maintain the exterior of the Building, including the roof, walls, foundations, walks, driveways, parking areas, and the structural portion of the Premises in good condition and repair, except when damaged by Landlord, its agents, or employees. Such maintenance shall include, but not be limited to the removal of snow and/or ice. In addition, Tenant warrants that the Premises, including the heating and air conditioning systems, plumbing, sprinklers, hot water heater, and electrical systems will be in compliance with all building codes, in good working order, and that the roof will be free of leaks for the term of this Lease. Tenant shall, at its expense, maintain in good condition, the doors and interior of the Premises, including electrical wiring and fixtures, plumbing, heating, and air conditioning equipment presently in place or added by Tenant except when such damage is caused by Landlord, its agents or employees. Landlord hereby agrees that Tenant may, at Tenant's sole discretion, remove the Building at the cessation of the Lease regardless of whether the Lease ceases by termination, default, breach, or otherwise. Tenant hereby agrees that Tenant will repair any damage caused to the Premises arising from or directly related to the removal of the Building at the cessation of the Lease.

However, under no circumstances shall the Tenant be responsible for the replacement cost of capital items including, but not limited to; the roof, all structural portions of the building, parking lot, and HVAC unit that is not on the Tenant's Leased Premise.

Further, Tenant warrants that the Premises will be constructed in compliance with the Americans with Disabilities Act of 1990 ("ADA") and any revisions made there under, including but not limited to, any Standards and Regulations as they may change from time to time. Any alterations required to bring the Building into compliance with the ADA or other local accessibility ordinances shall be the Tenant's sole expense and responsibility, and any charges incurred by the Tenant shall not be charged back to the Landlord.

If Landlord shall fail, refuse or neglect to comply with Landlord's obligations in accordance with the terms of this Lease, or if Tenant is required to make any repairs by reason of any act, omission or negligence of Landlord or its employees or agents, Tenant shall have the right, at its option, to make such repairs on the behalf of and for the account of Landlord and deduct the cost and expense thereof from the next installment(s) of rent due. Alternatively, if a default by Landlord continues for a period of thirty (30) days after Landlord's receipt of a written notice specifying the default, Tenant, at Tenant's option, may declare this Lease terminated and void; Tenant shall vacate the Premises paying rent only to the date of said vacating.

SECTION EIGHT
HAZARDOUS SUBSTANCES

Landlord warrants and represents that, to the best of its knowledge, any use, storage, treatment or transportation of Hazardous Substances which has occurred in, on, or under the Premises and the Building prior to the date of execution of this Lease has been in compliance with all applicable environmental laws. "Hazardous Substances" shall mean molds, pollutants,

biological pollutants, contaminants, toxic or hazardous waste, or any other substances, the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any environmental law. "Environmental Law" shall mean any applicable present and future federal, state or local law, ordinance or other statute of a governmental or quasi-governmental authority relating to pollution or protection of the environment, and any regulation or policy promulgated or issued thereunder. Landlord additionally warrants and represents that, to the best of its knowledge, no release, leak, discharge, spill, disposal or emission of Hazardous Substances has occurred in, on or under the Premises or the Building, and that the Premises and the Building are free of Hazardous Substances as of the date of the execution of this Lease, except for Hazardous Substances contained in products used by Landlord or Tenants in de minimis quantities for ordinary cleaning and office purposes properly stored in a manner and location meeting all Environmental Laws.

Landlord hereby agrees, represents and warrants that (i) no activity will be conducted in, on, or under the Building by Landlord and/or its agents, employees or contractors that will produce any Hazardous Substance, except for such activities that are a part of the ordinary course of Landlord's business activities (the "Permitted Activities") provided said Permitted Activities are conducted in accordance with all Environmental Laws; Landlord shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (ii) the Building or Premises will not be used by Landlord and/or its agents, employees or contractors in any manner for the storage of Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of Landlord's business (the "Permitted Materials") provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws; Landlord shall be responsible for obtaining any required permits and paying and fees and providing any testing by any governmental agency; (iii) no portion of the Building or Premises will be used as a landfill or a dump; (iv) Landlord will not install any underground tanks of any type in, on or under the Building; (v) Landlord will not allow any surface or subsurface conditions in the Building to exist or come into existence that constitute, or with the passage of time may constitute a public or private nuisance; (vi) Landlord will not knowingly permit any Hazardous Substances to be brought onto the Premises or the Building, except for the Permitted Materials described above, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws; and (vii) to the best of Landlord's knowledge and belief: (a) Landlord has duly complied with and Landlord, the Premises, and the Building are presently in compliance with all Environmental Laws, and; (b) Landlord has received no notice respecting, nor does it otherwise know of nor suspect, any fact which might constitute a violation of any Environmental Law.

Landlord agrees to indemnify, defend and hold harmless Tenant from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including any and all sums paid for settlement of claims, attorneys' fees, consultants' and experts' fees) arising during or after the term of this Lease from or in connection with the breach of the foregoing representations and warranties by Landlord or the presence or suspected presence in the past, or during or after the term of this Lease, of Hazardous Substances in, on, or under the Premises and the Building unless the Hazardous Substances are present solely as a result of negligence, willful misconduct or other acts of Tenant, Tenant's agents, employees or contractors. Without limitation of the foregoing, this indemnification includes all costs incurred due to any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision, unless the Hazardous Substances are present solely as a result of negligence, willful misconduct or other acts of Tenant, Tenant's agents, employees, contractors. This indemnification specifically includes all costs due to Hazardous Substances which flow, diffuse, migrate or percolate into, onto or under the Premises or the Building.

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Tenant will not cause or permit any Hazardous Substance to be used, stored, generated or disposed of on or in the Premises by Tenant, Tenant's agents, employees, contractors or invitees, without obtaining Landlord's prior written consent, except for Hazardous Substances contained in products used by Tenant or such other persons in de minimis quantities for ordinary cleaning and office purposes provided such materials are properly stored in a manner and location meeting all Environmental Laws. If Tenant breaches the foregoing representation and warranty, or if Hazardous Substances are used, stored, generated or disposed of on or in the Premises or the Building by such persons or if the Premises or the Building become contaminated in any manner for which the Tenant is legally liable, Tenant agrees to indemnify, defend and hold harmless Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including a decrease in value of the Premises, damages due to loss or restriction of rentable or usable space, or any damages due to adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultants' and experts' fees) arising during or after the term of this Lease and arising as a result of such contamination by Tenant or such other persons. Without limitation of the foregoing, this indemnification includes all costs incurred due to any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision.

If Tenant causes or permits the presence of any Hazardous Substance in the Premises or the Building and such Hazardous Substances alone result in contamination, Tenant will promptly, at its sole expense, take all necessary actions to return the Premises or the Building to the condition existing prior to the contamination caused by the presence of any such Hazardous Substance on the Premises. Tenant must first obtain Landlord's approval and the approval of any necessary federal, state or local agencies for any such remedial action.

The foregoing indemnification and responsibilities of Landlord and Tenant, respectively, shall survive the termination or expiration of this Lease.

SECTION NINE
GLASS

Tenant covenants and agrees to replace plate glass broken on the Premises during the term of this Lease, except plate glass which is covered under fire insurance and/or extended coverage carried by Landlord or if such damage is caused by the negligence of the Landlord, its agents, or employees.

SECTION TEN
SURRENDER OF PREMISES

Tenant shall be permitted, within three (3) months after the expiration or sooner termination of this Lease, to remove any additions or improvements made by it, provided, however, that it repairs any damage to the Premises caused by such removal or pays for any damages caused by such removal, including but not limited to the Building. Any such addition or improvement not removed within three (3) months shall be deemed abandoned and shall, thereupon, become the property of Landlord without compensation to Tenant. If Tenant has made improvements to the Premises which, if removed, would cause significant damage to the Premises, then Tenant may, at its option, choose to leave these improvements in place without incurring any liability for their removal by Landlord or a third party.

Tenant's trade fixtures and all of Tenant's equipment shall not be considered fixtures, and shall remain the property of Tenant. As such, they may be removed by Tenant at any time, subject to the foregoing paragraph.

On or before the expiration or earlier termination of this Lease, Tenant shall surrender to Landlord the Leased premises and all of Tenant's alterations and fixtures broom clean, in good order and condition, excepting reasonable wear and tear. Tenant may, but shall not be required to remove those alterations or improvements to the Leased premises which are installed by Tenant and which are trade fixtures which may be removed without material damage to the Lease premises and which are in the nature of furniture, movable refrigeration, movable cooking equipment, storage and display cases, counter shelves and racks. All other alterations and fixtures including, without limitation, those in the nature of ventilating, air conditioning, unmovable refrigeration, unmovable cooking equipment, plumbing, sprinkling systems, outlets, partitions, doors, vaults, paneling, molding or flooring shall be surrendered with the Leased premises and Tenant need not remove them.

SECTION ELEVEN
DAMAGE OR DESTRUCTION OF PREMISES

If the Premises are damaged or partially destroyed by fire, casualty or other cause during the term of this Lease or any extension thereof, Landlord shall promptly repair and restore them to the condition which Landlord furnished to Tenant upon the commencement of the term of this Lease. The Premises shall be repaired within ninety (90) days of the date of the damage or destruction. Landlord will not be responsible for any repair or restoration under this section of damage or destruction to the Building discussed under this section.

Regardless of whether the Premises, Building, or both are damaged or partially destroyed by fire, casualty or other cause during the term of this Lease or any extension thereof, Rent shall be abated proportionately to the extent to which damage and repair operations interfere with the business conducted on the Premises by Tenant.

If the repairs cannot be completed within ninety (90) days of the occurrence, then either party shall have the option to terminate this Lease as of the date of damage or destruction by ten (10) days written notice to the other party.

Unless caused by the negligence or willful misconduct of Tenant, if the Building or part thereof shall be damaged or destroyed and such damage or destruction shall materially interfere with the enjoyment of the Premises by Tenant, the Rent shall abate in proportion to such interference during the period of such interference.

Landlord covenants and agrees, as a material inducement for Tenant entering into this Lease, to carry a standard fire and extended coverage insurance policy in an amount sufficient to cover the full replacement cost of the Building. Landlord also covenants and agrees, as a material inducement for Tenant entering into this Lease, that any insurance proceeds shall be applied exclusively to the cost of repairing or rebuilding the Premises, unless the Lease is terminated pursuant to this section.

SECTION TWELVE
NON-LIABILITY OF LANDLORD FOR DAMAGES

Landlord shall not be responsible for liability or damage claims for injury to persons or property for claims of any type that it may incur in connection with the operation of Tenant's

business unless caused by the negligence of Landlord or its agents, servants, or employees. Except when caused by the negligence of the Landlord, his agents, servants, or employees, Tenant shall indemnify Landlord from all liability, loss or other damage claims for obligations resulting from any injuries or losses of this nature, including reasonable attorneys' fees and court costs incurred by Landlord in defending any such claims. Landlord shall indemnify Tenant for any loss occurring in the common areas.

SECTION THIRTEEN
FIRE INSURANCE

Tenant is responsible for its own insurance to cover its own contents located in the Building, and all of the personal property and equipment included in the Building. Landlord shall not be liable for any damage to the property or person of any of the Tenant's officers, employees, agents, invitees or guests from perils customarily covered by fire and extended coverage insurance, liability insurance or acts of God. It is agreed that Landlord shall be responsible for obtaining fire and extended coverage for the Premises with a reputable, appropriately rated and financially responsible insurer. The insurer must have an 'Excellent' financial rating as determined by Moody's or an A.M. Best rating of A-/IX. In addition, such insurance company must be authorized to do extended coverage insurance in the state in which the Premises and Building is located. Tenant shall maintain fire insurance and extended coverage on the interior of the Building in an amount which is adequate to cover the cost of equipment and trade fixtures.

SECTION FOURTEEN
LIABILITY INSURANCE

Tenant shall procure and maintain in full force, at its expense, during the term of this Lease, and any extension thereof, public liability insurance which shall be adequate to protect against liability for damage claims through public use of or arising out of any accident occurring in or around the Premises, in a minimum amount of Two Million Dollars ($2,000,000.00) per occurrence and Four Million Dollars ($4,000,000.00) aggregate. Landlord shall be an additional insured in such policy; Landlord shall procure from sublessee a Certificate of Insurance with reference to the same.

Sublessee is the entity that has executed a sublease with the Tenant. Sublessee has agreed in said sublease to perform all of the obligations of the Lease including but not limited to supplying the Landlord with a Certificate of Insurance.

SECTION FIFTEEN
ASSIGNMENT, SUBLEASE, OR LICENSE

Tenant shall not assign this Lease or sublet the Premises, or any right or privilege connected therewith, or allow any other person, except agents, employees, and customers of the Tenant, to occupy the Premises or any part thereof, without first obtaining the written consent of Landlord. A consent by Landlord shall not be a consent for a subsequent assignment, sublease or occupation by other persons. An unauthorized assignment, sublease, or license to occupy by Tenant, shall be void and this Lease shall terminate at the option of the Landlord. The interest of Tenant in this Lease is not assignable by operation of law, without the written consent of Landlord.

Notwithstanding the above paragraph, Tenant may assign this Lease or sublet the Premises to any bona-fide licensee/franchisee of Aroma Joe's Franchising, LLC, doing business as an Aroma Joe's coffee restaurant without the prior consent of or written notice to the Landlord.

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Such assignment and subletting shall not alter the Tenant's responsibility to the Landlord under this Lease. Landlord agrees to accept rent from Tenant, its assignee, or sublessee.

Landlord and Tenant agree that the purpose of this Lease is to sublet the Premises to an authorized Aroma Joe's licensee/franchisee of Aroma Joe's Franchising, LLC. Should Tenant not succeed in obtaining an executed sublease within sixty (60) days of the execution of this Lease, Tenant may, at Tenant's option, void this Lease upon written notice.

SECTION SIXTEEN
IMPROVEMENTS OR ADDITIONS BY TENANT

During the term of this Lease, Tenant shall have the right and privilege of remodeling or altering the interior and exterior of the Premises and Building, without the prior consent of Landlord, in accordance with the standard Aroma Joe's decor, including installation of additional partitions complying with all codes, ordinances, and laws in effect at the time of remodeling. If Tenant or its authorized assignee/sublessee is unable to obtain permits from all applicable governmental authorities to construct its improvements at the Premises One Hundred Twenty (120) days after this Lease is fully executed by Landlord and Tenant then Tenant may rescind this Lease. No alterations or improvements affecting the structural portion of the Premises shall be made by Tenant without the written consent of Landlord.

SECTION SEVENTEEN
RESTRICTIONS AGAINST MECHANIC'S LIENS

Tenant shall pay and settle all expenses and liabilities arising out of or in any way connected with any and all construction, repairs, alterations, or maintenance of the Premises, and all liens of mechanic's and materialmen, and all liens of a similar character, arising out of or growing out of the construction, repair, alteration, or maintenance of the Premises and Building, provided said work was performed by Tenant and provided the person performing the work has filed the lien properly in accordance with the laws of the State where the Premises are located.

SECTION EIGHTEEN
SIGNS

Landlord hereby gives its consent to Tenant to construct the interior and exterior of Premises and Building in accordance with standard Aroma Joe's decor and to erect standard Aroma Joe's signs/awnings on the Premises utilizing the Franchisor's standard logo and colors. Tenant's signs shall measure at least 36" high and extend the length of the fascia. The phrase "standard Aroma Joe's signs" shall be deemed to include existing pole signs, monument signs and awnings. Additionally, Tenant may use standard Aroma Joe's window advertising including but not limited to LED "open" signs and static cling(s).

Landlord further acknowledges and agrees that this consent is absolute and Tenant shall not be required to submit any of the aforementioned items for Landlord's review. However, Tenant agrees that any signage installed by Tenant shall conform to local codes and ordinances.

In the event Tenant shall be prohibited from utilizing the Franchisor's standard décor and signage, Landlord and Tenant shall use best efforts to obtain a variance or applicable approvals. Tenant may, at Tenant's option, terminate this Lease at any time upon thirty (30) days written notice to the Landlord should Tenant, its assignee or sublessee fail to receive any approval,

permit, licenses, rezoning or variance that is required to meet or exceed its requirements as stated herein.

SECTION NINETEEN
PARKING

In the event the Landlord acquires another Tenant, Landlord will assure the shared parking areas are free of potholes, adequately striped and in good condition.

SECTION TWENTY
CONDEMNATION

If the whole or any part of the Premises shall be taken by any lawful authority under the power of eminent domain, then this Lease and the term demised, shall thereupon terminate and Tenant shall be liable for rent only up to the date of such termination.

In the event of the condemnation of the Premises, Tenant is entitled to participate in any and all awards for such taking to the extent that any such award includes the loss, if any, sustained by Tenant as a result of the termination of this Lease for loss of business, the Building, fixtures, goodwill, moving expenses and attorneys' fees and costs, to the fullest extent permitted by law. In no event shall Tenant's claim reduce and/or diminish Landlord's award.

SECTION TWENTY-ONE
HOLDING OVER

The failure of Tenant to surrender the Premises upon the termination of the original Lease term or extension, and subsequent holding over by Tenant, without consent of the Landlord shall result in the creation of a tenancy for month-to-month at the same monthly rental as the last month of the then current term, payable on the first day of each month during the month-to-month tenancy. This provision does not give Tenant any right to hold over. All other terms and conditions of this Lease shall remain in full force during any month-to-month tenancy hereunder.

SECTION TWENTY-TWO
NOTICES

Landlord and Tenant acknowledge that it is extremely important that rent be paid in a timely manner as required by this Lease. Since Tenant may sublet the Premises to a licensee/franchisee of Aroma Joe's Franchising, LLC and the licensee/franchisee may pay rent directly to Landlord, Tenant does not receive rental income and will not know if rent has not been paid. Since the parties recognize that time is of the essence in this matter, Landlord agrees to give written notice to Tenant within ten (10) days of any failure to perform any of the terms or conditions of this Lease by Tenant, its sublessee, or assignee. Failure of Landlord to give such notice will constitute a waiver of monetary and non-monetary claims against Tenant. Any notice which is to be given to Tenant shall be deemed sufficiently given if sent by Certified or Registered Mail, postage prepaid, addressed as follows:

Tenant: (1) AROMA JOE'S REAL ESTATE, LLC
352 Warren Avenue, Unit 8
Portland, ME 04103
Email: Legal@aromajoes.com, and

(2) A necessary copy to:

Aroma Joe's Development of Maine
352 Warren Ave., Suite 7
Portland, ME 04103
Email: DA_me_nh@aromajoes.com, and

(3) A necessary copy to:
The Premises

Landlord's address for notice is:

13 Pocahontas Rd
Kittery Point, ME 03905
Phone: 207-337-2184

Landlord's Tax I.D. Number (If Corporation) or Social Security Number (If Individual) is: 001-48-9133.

The customary receipt shall be conclusive evidence of service, and notices shall be effective as of the date received. Landlord agrees to accept rent at the above-referenced address.

Any change in the Landlord entity (including, but not limited to; property ownership, address for notices, etc.) must be authorized in writing by the named Landlord, its mortgagor, or by court order and sent to all the required notification parties as listed above. Absent such acceptable authorization, Tenant shall not be in default of this Lease if it continues to pay rent, nor shall it lose any of its rights, privileges (including, but not limited to; renewal options) as specified herein.

SECTION TWENTY-THREE
DEFAULT

In the event Tenant's failure to perform any of the terms or conditions of this Lease continues for thirty (30) days after Tenant's receipt of written notice thereof, Landlord shall declare the rights of Tenant under this Lease terminated, and thereafter, recover possession of said Premises through legal process. Landlord acknowledges an affirmative duty to mitigate Tenant's damages and shall in no event seek to accelerate rent.

Notwithstanding any provision in this Lease to the contrary, Landlord and Tenant agree that Tenant's aggregate liability in the event of default shall not exceed the lesser of two (2) month's rent, Three Thousand Four Hundred Dollars ($3,400.00), or the rent that would become due for the remainder of the term of Lease. Furthermore, Landlord acknowledges an affirmative duty to mitigate damages and shall in no event accelerate rent. Landlord and Tenant agree that this limitation of liability shall apply to, but not be limited to, all back and future rent, triple net charges (if applicable), late fees, attorney fees and court costs." Upon the termination of this Lease, whether in accordance with this section or otherwise, Tenant shall be permitted access to the Premises to remove any and all logo or trademark items. Such items shall include, but shall not be limited to, the building, signage, and murals.

SECTION TWENTY-FOUR
TERMINATION

Tenant may, at Tenant's option, terminate this Lease at any time. In the event Tenant chooses to exercise this option, Tenant shall be required to pay to Landlord a sum of money equal to the lesser of Two (2) month's rent, Three Thousand Four Hundred Dollars ($3,400.00), or the rent that would become due for the remainder of the term of the lease. If Tenant elects to exercise this option, it shall give Landlord at least thirty (30) days written notice thereof, which notice shall designate the date of termination and the term hereof shall expire on such date. Tenant shall make the payment required by this section within thirty (30) days after such termination.

In addition, should the rent exceed five percent (5%) of the gross weekly sales for any three (3) of the prior eight (8) weeks, Tenant may terminate this Lease upon thirty (30) days written notice to Landlord, without incurring any liability for such termination.

SECTION TWENTY-FIVE
TENANT'S REMEDIES ON DEFAULT

In the event of any default by Landlord in the performance of any promise or obligation to be kept or performed hereunder and the continuance of such default for a period of thirty (30) days after receipt by Landlord of a written notice from Tenant specifying the default, Tenant, at its election, can declare this Lease terminated and void and vacate the Premises within an additional period of thirty (30) days, paying rent only to the date of said vacating.

SECTION TWENTY-SIX
LICENSES/ALTERATIONS

This Lease and Tenant's obligation to pay rent including any first month's rent or security deposit if any, are contingent upon Tenant's ability to procure upon first application, the necessary approvals, permits, and licenses, from appropriate governmental authorities to use the Premises as an Aroma Joe's coffee restaurant.

Any deposit or first month's rent that has been paid on behalf of Tenant prior to receipt of said permits and approvals shall be returned to Tenant within thirty (30) days of notice by Tenant to Landlord that the Building fails to meet Tenant's requirement of suitability for its intended use as a restaurant. Further, upon receiving permits, approvals and licenses Tenant shall have the right and privilege of constructing, remodeling, or altering the Premises and Building, in accordance with the standard Aroma Joe's decor, including installation of additional partitions provided Tenant complies with all applicable codes, ordinances and laws in effect at the time of remodeling.

SECTION TWENTY-SEVEN
TAXES AND ASSESSMENTS

Landlord agrees to pay all general real estate taxes and special assessments assessed to the Premises and the Building, during the term of this Lease, or any Lease extension. Such taxes shall be paid before they are delinquent and become charged against the Premises therein. Landlord shall provide to Tenant annually with evidence that all taxes and special assessments have been paid, and Tenant shall repay the taxes and special assessments to Landlord on or before Forty-Five (45) days after presentment.

SECTION TWENTY-EIGHT
LANDLORD TO HAVE ACCESS

Landlord hereby expressly reserves the right to enter the Premises and/or any part thereof, at any time, in the event of emergency. Furthermore, Landlord may enter the Premises after five (5) days written notice to make inspection and repairs, to exhibit the Premises to, purchasers, or prospective Tenants (starting thirty (30) days before the expiration of the current term or extension period) and to perform any acts related to safety, protection, preservation, or improvement of the Premises.

Tenant shall have the right to peacefully hold and enjoy the Premises without unreasonable hindrance or interruption by Landlord or any persons claiming by, through, or under it until the end of such term or any extension of renewal thereof.

SECTION TWENTY-NINE
RENEWAL TERMS

Tenant has the option of extending this Lease for Ten (10) consecutive period(s) of five (5) years. This Lease shall automatically renew without notice being sent by Tenant to Landlord. Tenant shall provide Landlord with written notice of its intention not to renew this Lease at least ninety (90) days prior to the expiration of the then current term. The occurrence of any automatic renewal hereunder shall be binding and irrevocable

In the event Landlord does not receive Tenant's notice as stated above, Tenant shall not lose its option to renew unless and until the Tenant shall fail to give notice to Landlord within ten (10) days after receipt of written notice from Landlord citing Tenant's failure to exercise its option to renew. Tenant's notice to Landlord of Tenant's intent to exercise any renewal option under the Lease shall be revocable for a period of five (5) business days after receipt by Landlord of the notice of renewal ("Rescission Period"). Upon expiration of the Rescission Period, Tenant's exercise of the renewal option shall be binding and irrevocable

No more than One Hundred (100) days prior to the expiration of the then current term, Landlord may provide Tenant with a written request for notice from Tenant of Tenant's intention to renew this Lease. Upon such request, Tenant shall provide notice to Landlord within Ten (10) days after receipt of written notice from Landlord citing Landlord's request for written notice of Tenant's intention to renew this Lease.

Any change in the Landlord entity (including, but not limited to, property ownership, address (including both physical address and e-mail address) for notices, etc.) must be authorized in writing by the named Landlord, its mortgagor, or by court order and sent to all the required notification parties as listed above. Absent such acceptable authorization, Tenant shall not be in default of this Lease if it continues to pay rent, nor shall it lose any of its rights, privileges (including, but not limited to; renewal options) as specified herein.

The terms and conditions for each renewal period shall be the same as those contained herein, except for the Rent which shall be increased at a rate of two percent (2%) per year.

SECTION THIRTY
LIMITATION OF LIABILITY OF PERSONS AND ENTITIES AFFILIATED WITH TENANT

LANDLORD RECOGNIZES AND ACKNOWLEDGES THAT TENANT IS A DELAWARE LIMITED LIABILITY COMPANY AND THAT TENANT'S ASSETS CONSIST ALMOST EXCLUSIVELY OF LEASES, SUBLEASES, AND OPTIONS TO PURCHASE LEASED PREMISES. LANDLORD ALSO RECOGNIZES

AND ACKNOWLEDGES THAT TENANT WAS ORGANIZED PRINCIPALLY FOR THE PURPOSE OF NEGOTIATING AND DRAFTING LEASES WITH A VIEW TOWARDS SUBLETTING THE LEASED PREMISES TO FRANCHISEES/LICENSEES OF AROMA JOE'S FRANCHISING, LLC. LANDLORD RECOGNIZES AND ACKNOWLEDGES THAT IT HAS BEEN ADVISED THAT AROMA JOE'S FRANCHISING, LLC IS A DELAWARE CORPORATION THAT OWNS ALL RIGHTS TO AWARD FRANCHISES FOR AROMA JOE'S COFFEE RESTAURANT AND THAT LANDLORD HAS ALSO BEEN ADVISED THAT TENANT HAS NO RIGHTS WHATSOEVER TO AWARD FRANCHISES FOR AROMA JOE'S COFFEE RESTAURANTS OR COLLECT ANY FRANCHISE-RELATED ROYALTIES FROM ANY PROSPECTIVE SUBLESSEE OF THE PREMISES. LANDLORD RECOGNIZES AND ACKNOWLEDGES THAT IT HAS BEEN GIVEN AN OPPORTUNITY, WHETHER BY ITSELF OR WITH THE ASSISTANCE OF ITS PROFESSIONAL ADVISORS, TO MAKE INQUIRY OF TENANT'S FINANCIAL STATUS AND TO EVALUATE SAID STATUS TO ITS SATISFACTION. LANDLORD HAS EITHER MADE SUCH INQUIRY AND IS SATISFIED WITH THE RESPONSE TO SUCH INQUIRY OR HAS AFFIRMATIVELY AND VOLUNTARILY DETERMINED NOT TO DO SO. LANDLORD FURTHER RECOGNIZES AND ACKNOWLEDGES THAT NO PERSON OR ENTITY OTHER THAN TENANT HAS MADE ANY REPRESENTATIONS OF ANY KIND WITH REGARD TO THE ABILITY OF TENANT TO PERFORM TENANT'S OBLIGATIONS HEREUNDER. LANDLORD ALSO RECOGNIZES AND ACKNOWLEDGES THAT TENANT INTENDS TO SUBLEASE THE PREMISES TO A PERSON(S) WHO HAS OR WILL BE AWARDED A FRANCHISE/LICENSE FOR AN AROMA JOE'S COFFEE RESTAURANT FROM AROMA JOE'S FRANCHISING, LLC, UNDER WHICH SUBLEASE THE SUBLESSEE WILL PAY RENT DIRECTLY TO LANDLORD SO THAT THE RENTAL PAYMENT FROM SUCH SUBLESSEE WILL NORMALLY NOT BE RECEIVED OR HELD BY TENANT. ALTHOUGH THE SUBLESSEE MAY OPEN A BUSINESS OPERATION DOING BUSINESS AS A AROMA JOE'S COFFEE RESTAURANTAND MAY HAVE FRANCHISE AND OTHER BUSINESS RELATIONSHIPS WITH CORPORATIONS RELATED TO OR ASSOCIATED BY THE GENERAL PUBLIC WITH "AROMA JOE'," AS IT IS COMMONLY KNOWN, LANDLORD RECOGNIZES AND ACKNOWLEDGES THAT THE SOLE AND EXCLUSIVE PERSON OR ENTITY AGAINST WHICH IT MAY SEEK DAMAGES OR ANY REMEDIES UNDER THIS OR ANY OTHER DOCUMENT IN WHICH THE LANDLORD AND TENANT OR LANDLORD AND SUBLESSEE ARE PARTIES, WHETHER FOR UNPAID RENT AND ASSOCIATED DAMAGES, CLAIMS OF UNJUST ENRICHMENT, CLAIMS OF UNFAIR TRADE PRACTICES, OR ANY OTHER THEORY OF RECOVERY OF ANY KIND OR NATURE, IS TENANT OR SUBLESSEE. FURTHER, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THERE WILL NOT BE ANY LIABILITY WHATSOEVER AGAINST (A) AROMA JOE'S FRANCHISING, LLC, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND/OR AGENTS, AND/OR (B) ANY PERSONS AND ENTITIES WHO ARE THE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AND/OR AGENTS OF THE TENANT. SUCH EXCULPATION OF LIABILITY SHALL BE ABSOLUTE AND WITHOUT ANY EXCEPTION WHATSOEVER.

SECTION THIRTY-ONE
ENTIRE AGREEMENT

Landlord represents that there are no oral agreements affecting this Lease, exhibits and riders, if any, attached hereto and forming a part hereof, and that this Lease supersedes and cancels any and all previous negotiations, arrangements, letters of intent, executed Lease(s), Lease proposals, brochures, agreements, representations, promises, warranties and understandings between the parties as stated by, including but not limited to, Tenant's agent(s), employee(s), Aroma Joe's franchisee(s), and/or Aroma Joe's development agent(s) of Aroma Joe's Franchising, LLC. No alteration, amendment, change or addition to this Lease shall be binding upon either party unless reduced to writing and signed by each party.

SECTION THIRTY-TWO
BROKERS

The parties acknowledge that Tenant did not employ the services of a Real Estate Broker. Therefore, Tenant has no responsibility whatsoever to pay any fees or commissions to Landlord or to any third party in connection with this Lease. Further, Landlord agrees to indemnify Tenant for any claims for brokerage fees or commissions in connection with this Lease.

SECTION THIRTY-THREE
COMPETITION

Landlord agrees and understands that the following exclusive language is a material inducement for Tenant to enter into this Lease.

Landlord agrees not to sell, Lease, let, use or permit to be used, any property owned or controlled at the intersections of US Route one and Parson's Lane, co-called, also known as 523 US Route one, Kittery, ME, now or at any time during the initial term of this Lease or any renewal thereof to any entity including, but not limited to, food trucks, kiosks and mobile food carts which sells or serves coffee and related items, including but not limited to convenience stores. Further, current tenants shall be prohibited from adding items to their menus which conflict with this exclusive right.

Landlord warrants that Tenant shall not be in violation of any other exclusive rights when this Lease commences. Further, Landlord shall indemnify, defend and hold Tenant harmless from any third party claim or suit regarding any other exclusive right granted by Landlord. Landlord agrees to provide Tenant with all current and future exclusivity agreements with other Tenants.

SECTION THIRTY-FOUR
RECORDING

Upon ten (10) days written request from the Tenant, Landlord agrees to acknowledge and deliver to the Tenant a Memorandum of Lease, in recordable form provided by the Tenant.

In the event Landlord fails or refuses to execute the Memorandum of Lease within the specified time period, Tenant, at Tenant's option, may consider this a default by the Landlord and terminate this Lease. Landlord hereby appoints the Tenant its attorney-in-fact for purposes of completing the Memorandum of Lease on behalf of the Landlord and to record the Memorandum with the local recording authority. The Landlord agrees that the Tenant and any third party requiring access to the Memorandum, may rely upon the information contained therein as being accurate.

SECTION THIRTY-FIVE
WAIVER

No waiver by either of the parties hereto of any provision or breach thereof, shall be deemed a waiver of any other provision or of any subsequent breach by Tenant or Landlord of the same or any other provisions. Landlord nor Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act.

No remedy or election hereunder shall be deemed exclusive, but shall, whenever possible, be cumulative with all other remedies at law or in equity.

If at any time under the provisions of this Lease the consent of Landlord is required, it shall not be unreasonably withheld.

SECTION THIRTY-SIX
LAW

This Lease and the performance hereunder shall be governed by the laws of the state in which the Premises are located without reference to its conflict of laws provisions.

SECTION THIRTY-SEVEN
HEADINGS

The paragraph headings are for quick reference and convenience only and do not alter, amend, or otherwise affect the terms, conditions, and agreements set out herein.

SECTION THIRTY-EIGHT
LITIGATION

In the event of litigation between Landlord and Tenant relative to rights, obligations and duties of either party under this Lease, each party shall pay its own attorneys' fees and costs. Additionally, Landlord and Tenant agree that, to the extent permitted under Federal, State or local rules of civil procedure, Landlord and Tenant shall have the option to participate in any arbitration, deposition or mediation via telephone or video conferencing. Neither Landlord nor Tenant will compel the other to produce a representative to appear in person at the aforementioned proceedings in the jurisdiction where the litigation is taking place.

Further, Landlord hereby waives any claim(s) against Tenant and any related parties for consequential, exemplary, and/or punitive damages. **In addition, both parties hereby waive their rights to a trial by jury.**

SECTION THIRTY-NINE
SEVERABILITY

Should any provision of this Lease be or become invalid, void, illegal or not enforceable, it shall be considered separate and severable from this Lease and the remaining provisions shall remain in force and be binding upon the parties hereto as though such provision had not been included.

SECTION FORTY
FORCE MAJEURE

If either party fails to perform any of its obligations under this Lease as a result of Force Majeure, such party shall not be liable for loss or damage for the failure and the other party shall not be released from any of its obligations under this Lease. If either party is delayed or prevented from performing any of its obligations as a result of Force Majeure, the period of delay or prevention shall be added to the time herein provided for the performance of any such obligation.

"Force Majeure" shall mean any period of delay which arises from or through acts of God; strikes, lockouts, or labor difficulty; explosion, sabotage, accident, riot, or civil commotion; act of war; fire or other casualty; legal requirements; delays caused by the other party; and causes beyond the reasonable control of a party.

SECTION FORTY-ONE
LEASE EXECUTION

In the event Landlord does not execute this Lease within thirty (30) days of execution by Tenant, the Tenant may declare this Lease null and void. Within three (3) business days, Landlord shall return any and all monies paid and all counterparts of this Lease executed by Tenant.

SECTION FORTY-TWO
CANCELLATION

Landlord agrees that this Lease may be canceled by Tenant within thirty (30) days of full execution by so notifying Landlord in writing.

SECTION FORTY-THREE
RIGHT OF FIRST REFUSAL TO PURCHASE

If the Landlord receives an offer to purchase the Premises during the term of this Lease, and the offer to purchase shall be satisfactory to Landlord, Tenant shall have the opportunity to purchase the property at the same price and on the same terms of said offer. Landlord shall give Tenant written notice via certified or registered mail requiring Tenant to accept the offer in writing and to sign a contract to purchase the Premises within forty-five (45) days after receipt of the notice by Tenant. Tenant's failure to accept the offer to purchase or sign a contract within forty-five (45) days shall nullify and void the Tenant's option and Landlord shall be at liberty to sell the Premises to any other person or entity on the terms contained in the notice to Tenant of the offer to purchase. Any subsequent sale, except to Tenant, shall be subject to this Lease and any renewals or extensions hereof. Any future offers to purchase the Premises received by and satisfactory to Landlord are subject to the same Right of First Refusal to Purchase in this Section of Lease.

Should Landlord fail to provide Tenant with written notice of a received offer to purchase and should Landlord not afford Tenant the opportunity to purchase the property at the same price and on the same terms, Landlord will be liable to Tenant for liquidated damages equivalent to fifteen percent (15%) of the purchase price amount received by Landlord for the sale of the property to a third party purchaser.

SECTION FORTY-FOUR
CONSTRUCTION

Should any provision of this Lease require judicial interpretation, the parties hereto agree that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be more strictly construed against the party who itself or through its agents prepared the same, it being agreed that Landlord, Tenant and their respective agents have participated in the preparation hereof.

SECTION FORTY-FIVE
ATTORNMENT

In the event Landlord sells, conveys or otherwise transfers its interest in the Premises or any portion thereof, whether said transfer is voluntary or otherwise, or through bankruptcy or foreclosure this Lease shall remain in full force and effect. Tenant hereby attorns to and

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covenants and agrees, within fifteen (15) days of Tenant's receipt of a written request, to execute an instrument in writing reasonably satisfactory to the new owner whereby Tenant attorns to such successor in interest and recognizes such successor as the Landlord under this Lease. The new owner agrees, within fifteen (15) days written request, to confirm in writing, the continued validity of this Lease.

SECTION FORTY-SIX
ESTOPPEL CERTIFICATES

Landlord, within twenty (20) days of Tenant's request, shall deliver to Tenant an executed, written, Estoppel Certificate (attached) identifying Tenant and this Lease and certifying and confirming, in addition to any information or confirmation Tenant may reasonably require, the following:

A. That this Lease is either unmodified since its execution and in full force and effect, or modified since its execution but still in full force and effect as modified;

B. That Tenant is not in default of any of its obligations under this Lease;

C. The Lease Term, Rent Commencement Date, Expiration Date, Current Rent, Renewal Periods remaining as to the Leased Premises for which the Estoppel Certificate applies.

In the event Landlord shall fail to return such statement within twenty (20) days of Tenant's request, Tenant shall presume that there are no defaults, monetary or non-monetary, under the Lease and Landlord shall be estopped from rebutting such presumption. Tenant may rely on such Certificate as true and correct. The information contained within the Estoppel Certificate shall be binding upon the Landlord, its assignees and successors in interest.

SECTION FORTY-SEVEN
WHEN LEASE BECOMES BINDING

The submission of this document for examination and negotiation does not constitute an offer to Lease, or a reservation of, or option for, the premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant.

SECTION FORTY-EIGHT
TIMELINESS OF CHARGES

Landlord agrees to notify Tenant in writing in accordance with this Lease of any back charges due under this agreement or of any changes in the rent or percentage rent (if applicable) as and when they become due. All parties agree and acknowledge that time is of the essence with respect to these matters. In the event that Landlord does not appropriately notify Tenant within ninety (90) days of the date upon which said charges had become due, Landlord agrees that it has waived its rights to said back charges and further, that Tenant shall not be obligated to pay, nor shall it have any liability for these back charges. It is agreed that it is the intent of the parties that all charges be assessed in a timely manner as they accrue and in no event shall they be assessed to Tenant after this ninety (90) day period.

SECTION FORTY-NINE
COUNTERPARTS AND ELECTRONIC EXECUTION

This Lease may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. Execution of

this Lease by electronic means shall be valid and given equal force and effect as ink signatures. Further, the parties acknowledge that this Lease consists of 49 Sections, and Exhibits A-D.

IN WITNESS WHEREOF, the parties have executed and delivered this Lease as of the date first above written.

WITNESS:

_____

_____

LANDLORD:

DocuSigned by:
Signature: Charles Lynch
B95A0B261C03440...
Name (please print): Charles Lynch
Title (please print): Owner

TENANT: AROMA JOE'S REAL ESTATE, LLC

DocuSigned by:
Signature: Loren Goodridge
BF2CDAB557E4F6...
Name (please print): Loren Goodridge
Title (please print): CEO

LANDLORD'S ACKNOWLEDGMENT
(if corporation)

STATE OF)
) ss.
COUNTY OF)

On this _____ day of _____, ____, before me, a Notary Public, in and for the jurisdiction aforesaid, personally appeared _____, to me personally known, who by me duly sworn did say that he/she is the _____ of _____, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and that he/she acknowledged execution of said instrument to be voluntary act and deed of said corporation.

_____
Notary Public
(Notarial Seal)
My Commission expires_____

LANDLORD'S ACKNOWLEDGMENT
(if Individual)

STATE OF)
) ss.
COUNTY OF)

On this _____ day of _____, ____, before me personally appeared _____ known to me (or satisfactory proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purpose therein contained.

_____
Notary Public
(Notarial Seal)
My Commission expires_____

TENANT'S ACKNOWLEDGMENT

STATE OF CONNECTICUT)
) ss.
COUNTY OF NEW HAVEN)

On this _____ day of _____, ____, before me, a Notary Public, in and for the jurisdiction aforesaid, personally appeared _____, to me personally known, who by me duly sworn did say that he/she is the _____ of AROMA JOE'S REAL ESTATE, LLC, and that said instrument was signed on behalf of said limited liability company by authority of its Board of Directors, and that he/she acknowledged execution of said instrument to be voluntary act and deed of said limited liability company by it voluntarily executed.

_____
Notary Public
(Notarial Seal)
My Commission expires_____

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EXHIBIT A
PROPERTY LEGAL DESCRIPTION

Leasehold Description
to be conveyed by
Charles Lynch
U.S. Route #1, Kittery, York County, Maine
June 17, 2021

A certain lot or parcel of land situated on the northwesterly side of U.S. Route One in the Town of Kittery, County of York, State of Maine, the bounds of which being more particularly described as follows:

BEGINNING at the point on intersection of the generally southerly sideline of Parsons Lane with the westerly sideline of U.S. Route One;

THENCE, South 31° 29' 34" West, along the westerly sideline of U.S. Route One, a distance of 184.31 feet;

THENCE, South 30° 15' 54" West, along the westerly sideline of U.S. Route One, a distance of 25.73 feet;

THENCE, North 58° 05' 13" West, through land of the grantor, a distance of 300.00 feet;

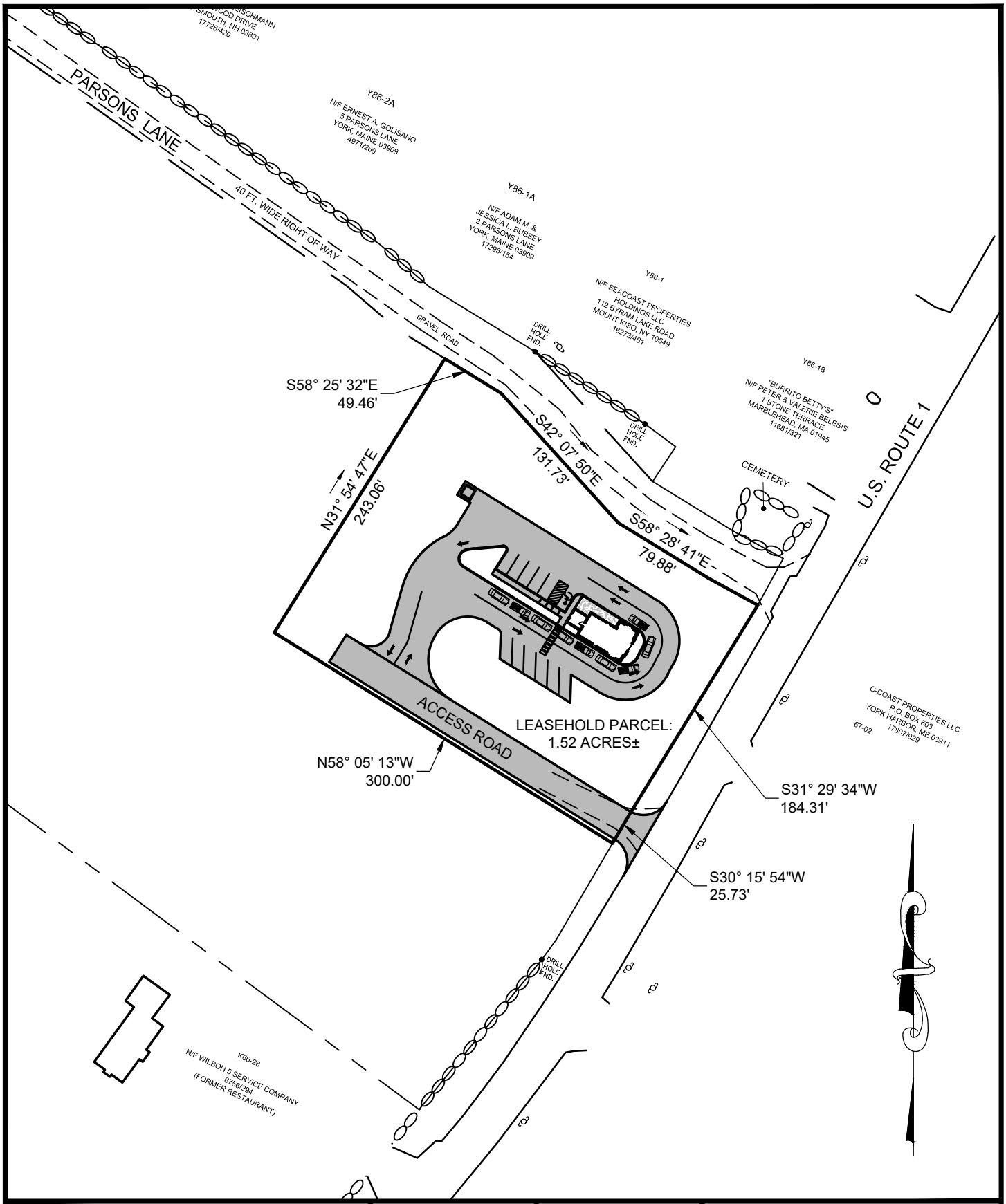
THENCE, North 31° 54' 47" East, through land of the grantor, a distance of 243.06 feet to the southerly sideline of Parsons Lane;

THENCE, South 58° 25' 32" East, along the southerly sideline of Parsons Lane, a distance of 49.46 feet;

THENCE, South 42° 07' 50" East, along the southerly sideline of Parsons Lane, a distance of 131.73 feet;

THENCE, South 58° 28' 41" East, along the southerly sideline of Parsons Lane, a distance of 79.88 feet to the POINT OF BEGINNING.

The parcel area hereinabove described contains 1.52 acres, more or less.



Spark Franchise Solutions **Kittery, York County, Maine**	13522.001		HALEY WARD ENGINEERING | ENVIRONMENTAL | SURVEYING
DS **EXHIBIT**	1" = 100'		
	2021.06.17		

EXHIBIT B
SAMPLE ESTOPPEL CERTIFICATE

The undersigned represents that he is the Landlord, or the legal representative of the Landlord, of the premises located at _____ _____. The undersigned further represents that the following is a true and accurate statement of rent due, related charges, security deposit and last month's rent held by the Landlord for the above-mentioned premises.

The fixed or minimum monthly rental presently payable under the terms of the Lease is $_____ per month and has been paid through _____, _____.

All rent, escalation rent, charges for taxes, maintenance and common areas, cost of living increases payable under the terms of the Lease has been paid through _____, _____ and the Lessee is not presently in default of any of the terms or conditions of the Lease.

All other additional rent, if any, payable under the terms of the Lease has been paid through _____, 20___.

As of this date, _____, Lease arrears are as follows:

Type	Amount Due	As Of
Rent	_____	_____
Taxes thru	_____	_____
Common Area	_____	_____
Assessments	_____	_____
Insurance	_____	_____
Advertising	_____	_____
Other	_____	_____
TOTAL	_____	_____

The amount of the security deposit under the Lease is $_____.

Other then as stated above, there are no monies owed under the Lease for the premises between _____ _____ and _____ dated _____ nor are there any defaults of the Lease by the Tenant as of such date.

The expiration date of the term of said Lease is _____. The Master Lease provides for _____ renewal terms. In the event the Master Lease provides for renewal options, notification of renewal or non-renewal must be sent to the Landlord no later than: (Dates of Notification) _____

The Master Lease has been modified, supplemented, or amended _____ time(s). (Copies of the documents must be attached hereto)

The following applies to the aforementioned Master Lease (check one):

_____ The undersigned is the owner, or agent of the owner of the premises, and no other Master Lease exists, or;

_____ Another Master Lease/Ground Lease for the premises exists between the undersigned and _____

_____ dated _____, a copy of which is attached.

The undersigned Landlord/representative of the Landlord hereby acknowledges that the Master Lease and any Amendments to it remain unchanged and in full force and effect. The Landlord understands that pursuant to the terms of the Master Lease that all changes must be agreed to by the parties to that document in writing.

LANDLORD: _____ (Please Print)

ADDRESS: _____ PHONE: _____

CITY: _____ STATE: _____ ZIP: _____

LANDLORD'S SIGNATURE: _____ DATE: _____

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NOTARIZATION FOR AN INDIVIDUAL

STATE OF)
)ss:
COUNTY OF)

On this _____ day of _____, 20____ before me appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

_____
Notary Public

My Commission Expires:

NOTARIZATION FOR A CORPORATION

STATE OF)
)ss:
COUNTY OF)

On this ____ day of _____, 20___ before me personally came _____, to me known, who, by me duly sworn, did depose and say that deponent resides at _____ that deponent is the _____ of, the corporation described in, and which executed the foregoing Agreement, that deponent knows the seal of the corporation, that the seal affixed to the agreement is the corporate seal, that it was affixed by order of the Board of Directors of the corporation; and the deponent signed deponent's name by like order.

_____
Notary Public

My Commission Expires:

NOTARIZATION FOR A PARTNERSHIP

STATE OF)
)ss:
COUNTY OF)

On this _____ day of _____, 20_____ before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the person who executed the within instrument as a Partner of _____, partnership, and acknowledged to me that the partnership executed the same.

_____
Notary Public

My Commission Expires:

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EXHIBIT C
WARRANTY DEED

WARRANTY DEED

Statutory Short Form

KNOW ALL MEN BY THESE PRESENTS, That I, **Charles S. Lynch of Kittery,** in the County of York, and State of Maine, single person,

for consideration paid,

grant to **AROMA JOE'S REAL ESTATE, LLC**, a limited liability company, organized under the laws of Florida and having a usual place of business at 352 Warren Avenue, Unit 8, in the City of Portland, County of Cumberland, and State of Maine,

with **WARRANTY COVENANTS**, its Successors and Assigns,

A certain lot or parcel of land situated in the Town of Kittery, County of York, and State of Maine on the Northwesterly side of U.S. Route One, bounded and described as follows: Beginning at the point of intersection of the generally Southerly sideline of Parsons Lane, so-called, with the Westerly sideline of U.S. Route One, and thence running South 31° 29' 34" West along the Westerly sideline of U.S. Route One one hundred eighty-four and thirty-one hundredths (184.31) feet; thence running South 30° 15' 54" West along said sideline twenty five and seventy-three hundredths (25.73) feet; thence running North 58° 05' 13" West by remaining land of the Grantor three hundred (300) feet; thence running North 31° 54' 47" East by remaining land of the Grantor two hundred forty-three and six hundredths (243.06) feet to the Southerly sideline of Parsons Lane; thence running South 58° 25' 32" East along the Southerly sideline of Parsons Lane forty-nine and forty-six hundredths (49.46) feet; thence running South 42° 07' 50" East along the Southerly sideline of said Lane one hundred thirty-one and seventy-three hundredths (131.73) feet; and thence running South 58° 28' 41" East along the Southerly sideline of said Lane seventy-nine and eighty-eight hundredths (79.88) feet to the Westerly sideline of U.S. Route One and the point of beginning. Containing one and fifty-two hundredths (1.52) acres, more or less.

Together with and subject to the terms and conditions contained in Section 54 Entry Way Control as contained in a certain Lease entered into between the Grantor and Grantee, to which reference may be had.

Being a portion of the land conveyed to the Grantor by Robert W. Ferguson, Trustee, by deed dated August 10, 2018 and recorded in York Registry of Deeds, Book 17776, Page 679.

Witness hand and seal this xxxh day of xxxxxxx, 2021.

Witness

Charles S. Lynch

DS

DS

STATE OF MAINE
York, ss.

Xxxx,xxxx.2021

Then personally appeared the above named Charles S. Lynch, and acknowledged the foregoing instrument to be his free act and deed.

Before me,

_____
Notary Public
Printed Name: _____
My commission expires_____

PREPARED BY: FERGUSON & JOHNSON, P.A.
506 MAIN ST. (P.O. Box 97)
SPRINGVALE, ME 04083

DS

DS

EXHIBIT D
LETTER OF POSSESSION

Re: Delivery of Possession, Aroma Joe's restaurant located at _____.

Dear Tenant:

In accordance with the Lease Agreement between the parties dated _____, 20__, Landlord warrants by signature below that all of it's construction obligations under the Lease are complete and the premises is hereby delivered to Tenant on_____ 200 . Execution of this Letter of Possession by Tenant shall signify the delivery of possession and acceptance of same by Tenant and satisfy the obligations of section of the Lease.

Sincerely,

_____

Landlord date

I, the undersigned, hereby accept the delivery of the Premises from Landlord to Tenant.

_____

AROMA JOE'S REAL ESTATE, LLC date

Lease Addendum

This is an Addendum to the Lease Agreement by and between 8/16/2021 ("Landlord") and AROMA JOE'S REAL ESTATE, LLC ("Tenant") dated 8/16/2021 (hereinafter "Lease). This Addendum is attached to and forms a part of the Lease between Landlord and Tenant. In the event of any inconsistency between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall prevail.

1. Section 5.g of the lease shall be deleted in its entirety and replaced with the following language:

g. **Common Area Expenses**

i. Landlord shall, at Landlord's sole cost, be responsible for maintenance of all Common Areas located on Landlord's Property. In no event shall Tenant be responsible for payments to Landlord of any Common Area Maintenance ("CAM").

ii. Tenant shall maintain, at Tenant's sole cost, the interior and exterior of the building and any portion of the Landlord's property used solely by Tenant, Tenant's employees, or Tenant's customers.

2. Section 8 of the Lease shall be deleted in its entirety and replaced with the following language:

8. **Repairs and Maintenance**

Tenant shall, at Tenant's expense, maintain the exterior of the Building, including the roof, walls, foundations, walks, driveways, parking areas, and the structural portion of the Building and the Property in good condition and repair, except if damaged by Landlord its agents or employees. Such maintenance shall include, but not be limited to the removal of snow and/or ice. In addition, Tenant warrants that the Property, including the heating and air conditioning systems, plumbing, sprinklers, hot water heater, and electrical systems will be in compliance with all building codes, in good working order, and that the roof will be free of leaks for the Initial Term and any Renewal Periods of this Lease. Tenant shall, at Tenant's expense, maintain in good condition, the doors and interior of the Leased Premises, including electrical wiring and fixtures, glass and windows, plumbing, heating, and air conditioning equipment presently in place or added by Tenant or Landlord except when such damage is caused by Landlord, its agents or employees. Tenant hereby agrees that Tenant shall, at Tenant's expense be responsible for the replacement of heating, ventilating and air conditioning "HVAC" system if or when necessary.

However, under no circumstances shall the Tenant be responsible for the replacement cost of capital items including, but not limited to; the roof, all structural portions of the building, parking lot, and HVAC unit that is not on the Tenant's Leased Premise.

DS

DS

Further, Landlord warrants that the Property is fully in compliance with the Americans with Disabilities Act of 1990 ("ADA") and any revisions made there under, including but not limited to, any Standards and Regulations as they may change from time to time. Landlord agrees to indemnify Tenant for any damages ensuing from a lawsuit brought either by an individual or the attorney general for violation of the ADA, as well as any applicable local accessibility ordinances. Any alterations required to bring the Property into compliance with the ADA or other local accessibility ordinances shall be the Landlord's sole expense and responsibility, and any charges incurred by the Landlord shall not be charged back to the Tenant either as part of the common area maintenance charges, or otherwise.

If Landlord shall fail, refuse or neglect to comply with Landlord's obligations in accordance with the terms of this Lease, or if Tenant is required to make any repairs and payments to any third party by reason of any act, omission or negligence of Landlord or its employees or agents, Tenant shall have the right, at its option, to make such repairs or payments on the behalf of and for the account of Landlord and deduct the cost and expense thereof from the next installment(s) of rent due. Alternatively, if a default by Landlord continues for a period of thirty (30) days after Landlord's receipt of a written notice specifying the default, Tenant, at Tenant's option, may declare this Lease terminated and void; Tenant shall vacate the Premises paying Rent only to the date of said vacating.

3. Section 53 shall be added to the lease to state the following:

53. Option to Purchase

Tenant shall have the right, but not the obligation, to purchase the Leased Premises at any time after the completion of the 10th year of the Lease Agreement (hereinafter "Purchase Option Right") for the fair market value of the Leased Premises, minus the fair market value of the building that is located on the Leased Premises at the time the Purchase Option Right is exercised (hereinafter "Purchase Option Price"). Tenant may exercise the Purchase Option Right by sending written notice to Landlord of its intention to purchase the Leased Premises, via a nationally recognized commercial overnight delivery service. The Purchase Option Right notice will be deemed delivered on the day it is sent by Tenant (hereinafter "Notice Deliver Date"). Within 14 days of the Notice Deliver Date, the parties are required to meet and confer, in person or on the telephone, to negotiate an agreed upon Purchase Option Price for the Leased Premises. If the parties are unable to agree upon a Purchase Option Price for the Leased Premises, then they shall at the same meet and confer select the name of an appraiser who shall be retained by the Tenant to assess the Purchase Option Price. The parties will share equally the cost of the appraiser and agree to be bound by the value that the appraiser assigns to the Purchase Option Price pursuant to this Purchase Option Right. In the unlikely event that Landlord fails to meet and confer and/or agree upon the name of an appraiser in a timely manner, then Tenant shall be permitted to select the appraiser and the parties agree to be bound by the value that the appraiser assigns to the Purchase Option Price pursuant to this Purchase Option Right. The closing for Tenant to purchase the Leased Premise shall take place no later than 90 days after the completion of the appraisal.

4. Section 54 shall be added to the lease to state the following:

54. Entry Way Control

Tenant hereby grants the right of ingress and egress to and from The Landlord's property over and across the existing Access Road located on the Leased Premises, depicted in Exhibit "A", to a depth of One Hundred Feet Southwesterly from the Southwesterly sideline of U.S. Route 1, as needed by Landlord, his successors or assigns, their Tenants, their guests, invitees, customers and business associates. Tenant shall maintain this access at their sole cost and expense while the property is single tenanted. In the event that the Landlord leases a portion of the Landlord's Property to another Tenant, the Tenant Co-Tenant's shall be billed their proportionate share of the cost associated with maintaining the access road by Tenant. In no way shall the Tenant hinder the Landlord's access to the remainder of the Landlord's Property.

IN WITNESS WHEREOF, the parties have executed and delivered this Lease Addendum as of the date first above written.

WITNESS:_____

Landlord:_____
DocuSigned by:
Charles Lynch
B95A0B261C03440...

Name: Charles Lynch

Title: Owner

WITNESS: _____

Tenant: _____
DocuSigned by:
Loren Goodridge
BF2CDAE557FE4F5...

Name: Loren Goodridge

Title: CEO

DS

DS

DEBRA L. ANDERSON, REGISTER OF DEEDS
Bk 17776 PG 679
Instr # 2018032594
08/10/2018 03:33:13 PM
Pages 2 YORK CO

TRUSTEE'S DEED

Robert W. Ferguson of Shapleigh, County of York, and State of Maine, **Trustee of the Daniel O. Lynch Testamentary Trust,** see York County Probate Court, Docket No. 1991-0553(I), by the power conferred by law, and every other power,

for consideration paid,

grants to **Charles S. Lynch** of Kittery, County of York, and State of Maine,

whose mailing address is 13 Pochantas Road, Kittery Point, ME 03905,

the real property in Kittery, York County, Maine, described as follows:

a certain lot or parcel of land situated in the Town of Kittery, County of York, and State of Maine, on the Northwesterly side of U.S. Route 1, bounded and described as follows: Beginning at the Easterly corner of said land adjacent to the Northwesterly sideline of U.S. Route 1 at its intersection with the Southwesterly sideline of a private way, known as Parsons Lane, and thence running Southwesterly by the Northwesterly sideline of said Route 1 to land formerly of Maria Lucas and formerly of A. W. Johnson; thence running Northwesterly by said Lucas/Johnson land and land now or formerly of Joseph Kozlowski, formerly land of one Wilson; thence running Northeasterly by land now or formerly of Harold Cole to a spike in the ground by Parsons Lane; thence running South 34° 11' 30" East seventy-five and seventy-eight hundredths (78.78) feet to a point on a rock by Parsons Lane; thence South 44° 18' 00" East by Parsons Lane three hundred thirty-six and ninety-six hundredths (336.96) feet to a corner of stonewalls; and thence continuing Southeasterly by the Southwesterly sideline of Parsons Lane four hundred and seventy-three (473) feet, more or less, to the Northwesterly sideline of U.S. Route 1 and the point of beginning.

Excluding that land described in a deed of J.M.G. Corporation to James Further, dated December 1, 1976, and recorded in York County Registry of Deeds.

Excepting from the above a parcel of land conveyed to George A. Patten, by deed dated February 16, 1977, and recorded in said Registry, Book 3016, Page 330.

Reserving to Harold F. Cole and Elizabeth L. Cole, their heirs and assigns, a right of way to be used in common with others over the demised premises for vehicular traffic; said right of way to be approximately 18 feet in width, parallel generally with Parsons Lane.

Subject to a right of way or easement given by Robert W. Ferguson, Trustee of the Daniel O. Lynch Trust to Jacques W. Dion and David L. Dion, by deed dated August 21, 1996, and recorded in said Registry, Book 8071, Page 132.

Reference may be had to two deeds to Robert W. Ferguson, Trustee of the Daniel O Lynch Trust, recorded in said Registry, Book 6210, Page 76 and Book 8966, Page 265.

Meaning and intending to convey to the Grantee herein any lands of the Daniel O. Lynch Trust situated in said Kittery, on the Northwesterly side of U.S. Route 1 and on the Southwesterly side of Parsons Lane, so-called.

Fiscal Year Real Estate Taxes beginning 10/31/2018 are to be paid by the Grantee herein.

2p
K

NO R.E. TRANSFER TAX PAID

Return To
FERGUSON & JOHNSON, P.A.
PO Box 97
Springvale, ME 04083

Witness my hand and seal this 10th day of August, 2018.

DANIEL O. LYNCH
TESTAMENTARY TRUST

Witness

Printed Name: Robert W. Ferguson
Trustee

STATE OF MAINE
York, ss.

August 10, 2018

Then personally appeared the above named Robert W. Ferguson, Trustee of the Daniel O. Lynch Testamentary Trust and acknowledge the foregoing instrument to be his free act and deed in his said capacity.

Before me,

Seal

STEPHANIE A GALLINA
NOTARY PUBLIC
State of Maine
My Commission Expires
DECEMBER 29, 2022

Notary Public
Printed Name: Stephanie Gallina

Prepared by: FERGUSON & JOHNSON, P.A.
506 Main Street. (P.O. Box 97)
Springvale, ME 04083

APPENDIX A

KITTERY WATER DISTRICT CORRESPONDENCE

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

August 6, 2021

Re: Proposed Development Map 26, Lot 26, 523 U.S. Route One

Dear Planning Board Members,

Please accept this letter as verification that the Kittery Water District does have the capacity to supply the proposed commercial building on 523 U.S. Route One, Kittery, Map 26, lot 26 with municipal water service.

Sincerely,

Michael S. Rogers
Superintendent

cc: Drew Olehowski, P.E., Haley Ward

APPENDIX B

KITTERY WASTEWATER TREATMENT FACILITY CORRESPONDENCE

TOWN OF KITTERY, MAINE

SEWER DEPARTMENT
200 Rogers Road, Kittery, ME 03904
Telephone: (207) 439-4646 Fax: (207) 439-2799

Drew Olehowski
523 US Route 1,
Kittery, ME 03904

August 6, 2021

RE:Sewer Availability

Drew,
This letter is to confirm that there is sanitary sewer service available for your project Located at 523 US Route 1, 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

APPENDIX C

PINE TREE WASTE CORRESPONDENCE

August 6, 2021

Haley Ward
1 Merchants Plaza Ste 701
Bangor ME 04401

Re: Capabilities Statement –Aroma Joe's, Kittery, ME

Dear Mr. Olehowski,

This letter is to confirm that Casella Waste Services located in Scarborough, ME has the capabilities to pick up, truck, and dispose of all volumes of Construction and Demolition Debris generated by the proposed construction at the Aroma Joe's Project located at Route 1, Kittery, ME. These materials can be disposed of at the Juniper Ridge Secured Landfill Facility located in West Old Town, ME.

Casella Waste Services can transport all anticipated volumes of non-hazardous MSW (Municipal Solid Waste) to the Juniper Ridge Landfill facility located in West Old Town, ME (Estimated 0.3 Tons per Week). We are also prepared to handle all amounts of recycled products that may be generated from this development, as well Universal Waste and Land Clearing Debris.

This letter is not a quote for services. Rather it is a statement of capabilities. The sole purpose of this letter is to communicate the willingness and capabilities that Casella Waste Services has towards providing these services as requested.

Please feel free to contact me with any future requests. I can be reached at (207) 310-0509.

Sincerely,

Adam Graham

Adam Graham
Accounts Manager
Casella Waste Services

APPENDIX D
STORMWATER MANAGEMENT

Stormwater Management Narrative
Stormwater Management Quantity Narrative
HydroCAD Results

A. NARRATIVE

The intent of this Stormwater Management Plan is to comply with the requirements of the Town of Kittery Land Use and Development Code. This project involves the development of approximately 1 acre for the construction of a 1,010 square foot (SF) Aroma Joe's drive-thru restaurant. The proposed development includes approximately 22,604 SF of parking lot, maneuvering areas and driveways. All disturbed area not to be made impervious will be revegetated, resulting in a net decrease of approximately 0.312 acres of impervious area for the Site. Because this project will disturb more than 1 acre, a post-construction stormwater management plan has been prepared. This plan can be seen in **Appendix K.**

Basic Standard Submission: Per Section 4.B of MDEP Chapter 500, the Basic Standards are applicable to this project because the project proposes greater than 1 acre of disturbed area. Please see Appendix G of this application for the Erosion and Sedimentation Control Plan.

General Standards Submission: This project will not result in more than 1 acre of impervious area, or greater than 5 acres of developed area, therefore, the MDEP Chapter 500 General Standards do not apply.

Flooding Standard Submission: This project does not propose greater than 3 acres of impervious area, or 20 acres of disturbed area. It also does not meet the criteria for an MDEP Site Location of Development Permit. Because of this, the MDEP flooding standard does not apply to this project.

All projects undergoing Site Plan Review are required to meet the Town of Kittery Flooding Standard under section 16.8.8.1.D of the Land Use Code. See the Stormwater Management Quantity Narrative below for how this project conforms to this standard.

STORMWATER MANAGEMENT QUANTITY NARRATIVE

As previously stated, the project is required to meet the Town's flooding standard. To meet the flooding standard, HydroCAD calculations were performed to compare pre-development and post-development conditions. Curve numbers and peak runoff flows were calculated using HydroCAD.

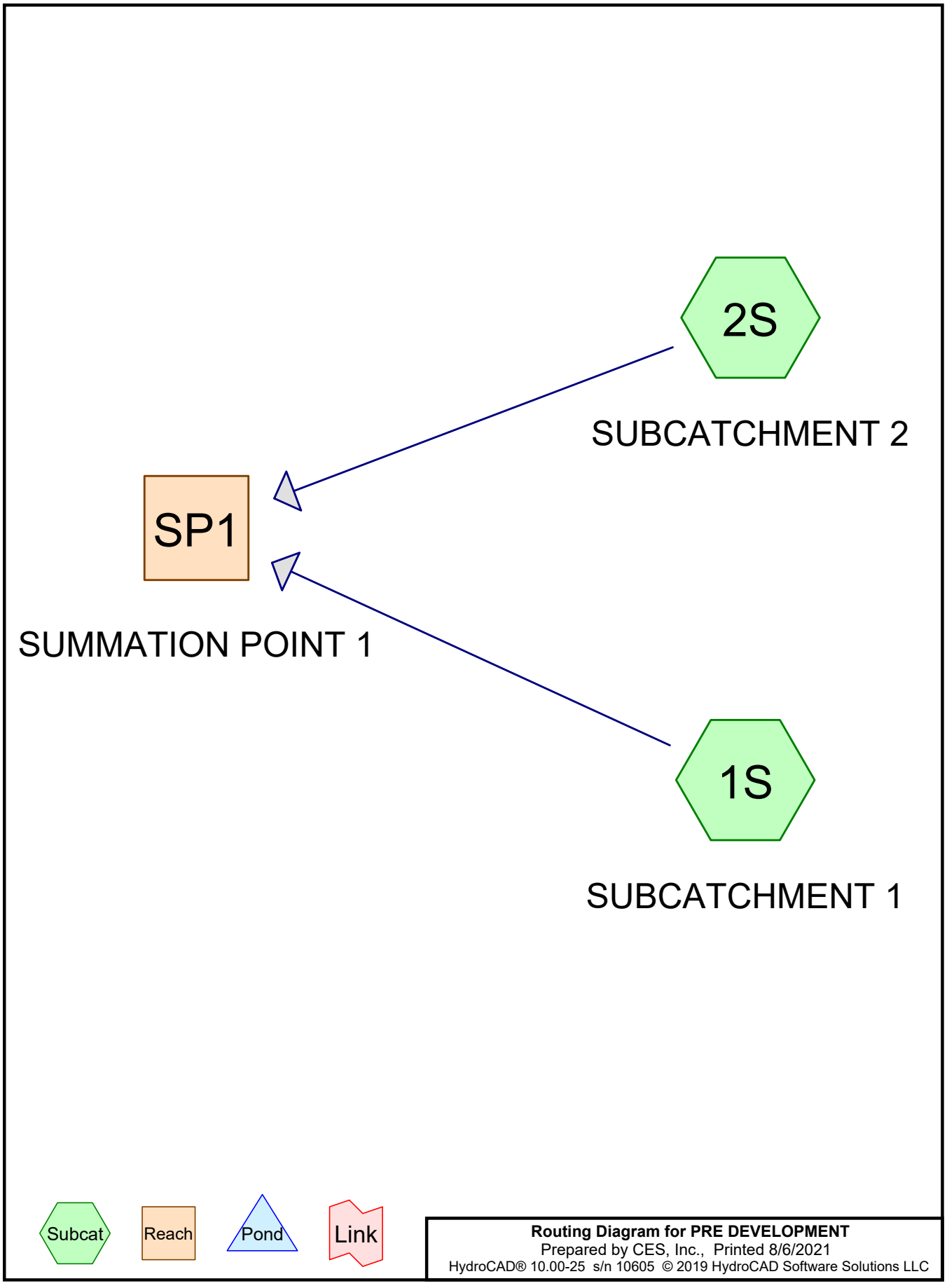
The pre-development site is mostly a previously developed gravel pad, located west of US Route 1. Soils on the site per the USDA web soil survey are classified as Type C/D Boothbay silty loams and stormwater run-off drains to wetlands on the west side of the site. The post-development site was broken into four subareas encompassing the same footprint as pre-development.

A Summation Point was chosen in the same area between pre-development and post-development to compare peak flow runoff for the 2-year, 10-year, and 25-year storm events. Summation Point 1 is located west of the site and compares the pre and post-development runoff flowing to an adjacent wetland.

Based on results of the HydroCAD, it is expected that stormwater runoff from the site will be similar or lessened in post-development conditions as in pre-development conditions. This reduction in peak flows is due to a net reduction in impervious area . Overall, it is expected that runoff from the site will be similar to pre-development conditions and a similar stormwater runoff will be realized. A comparison of Summation Point in both Pre- and Post-Development is organized in the table below.

		2 Year (cfs)	10 Year (cfs)	25 Year (cfs)	25 Year Net Change	25 Year % Change
Summation Point 1	Pre	8.30	4.21	19.05	-4.83	-25.35
	Post	4.90	9.89	14.22		

HYDROCAD RESULTS



Routing Diagram for PRE DEVELOPMENT
Prepared by CES, Inc., Printed 8/6/2021

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment1S: SUBCATCHMENT1 Runoff Area=104,537 sf 34.98% Impervious Runoff Depth>1.96"
Flow Length=275' Tc=2.6 min CN=88 Runoff=6.39 cfs 0.392 af

Subcatchment2S: SUBCATCHMENT2 Runoff Area=43,420 sf 41.77% Impervious Runoff Depth>1.57"
Flow Length=395' Tc=4.8 min CN=83 Runoff=2.00 cfs 0.131 af

Reach SP1: SUMMATION POINT 1 Inflow=8.30 cfs 0.522 af
Outflow=8.30 cfs 0.522 af

Total Runoff Area = 3.397 ac Runoff Volume = 0.522 af Average Runoff Depth = 1.85"
63.03% Pervious = 2.141 ac 36.97% Impervious = 1.256 ac

Summary for Subcatchment 1S: SUBCATCHMENT 1

Runoff = 6.39 cfs @ 12.04 hrs, Volume= 0.392 af, Depth> 1.96"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2 YEAR Rainfall=3.30"

Area (sf)	CN	Description
36,562	98	Unconnected pavement, HSG C
19,405	73	Woods, Fair, HSG C
48,570	86	<50% Grass cover, Poor, HSG C
104,537	88	Weighted Average
67,975		65.02% Pervious Area
36,562		34.98% Impervious Area
36,562		100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.7	50	0.0200	1.22		**Sheet Flow,** Smooth surfaces n= 0.011 P2= 3.30"
0.9	110	0.0150	1.97		**Shallow Concentrated Flow,** Unpaved Kv= 16.1 fps
0.3	50	0.0400	3.00		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
0.7	65	0.1000	1.58		**Shallow Concentrated Flow,** Woodland Kv= 5.0 fps
2.6	275	Total			

Summary for Subcatchment 2S: SUBCATCHMENT 2

Runoff = 2.00 cfs @ 12.07 hrs, Volume= 0.131 af, Depth> 1.57"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2 YEAR Rainfall=3.30"

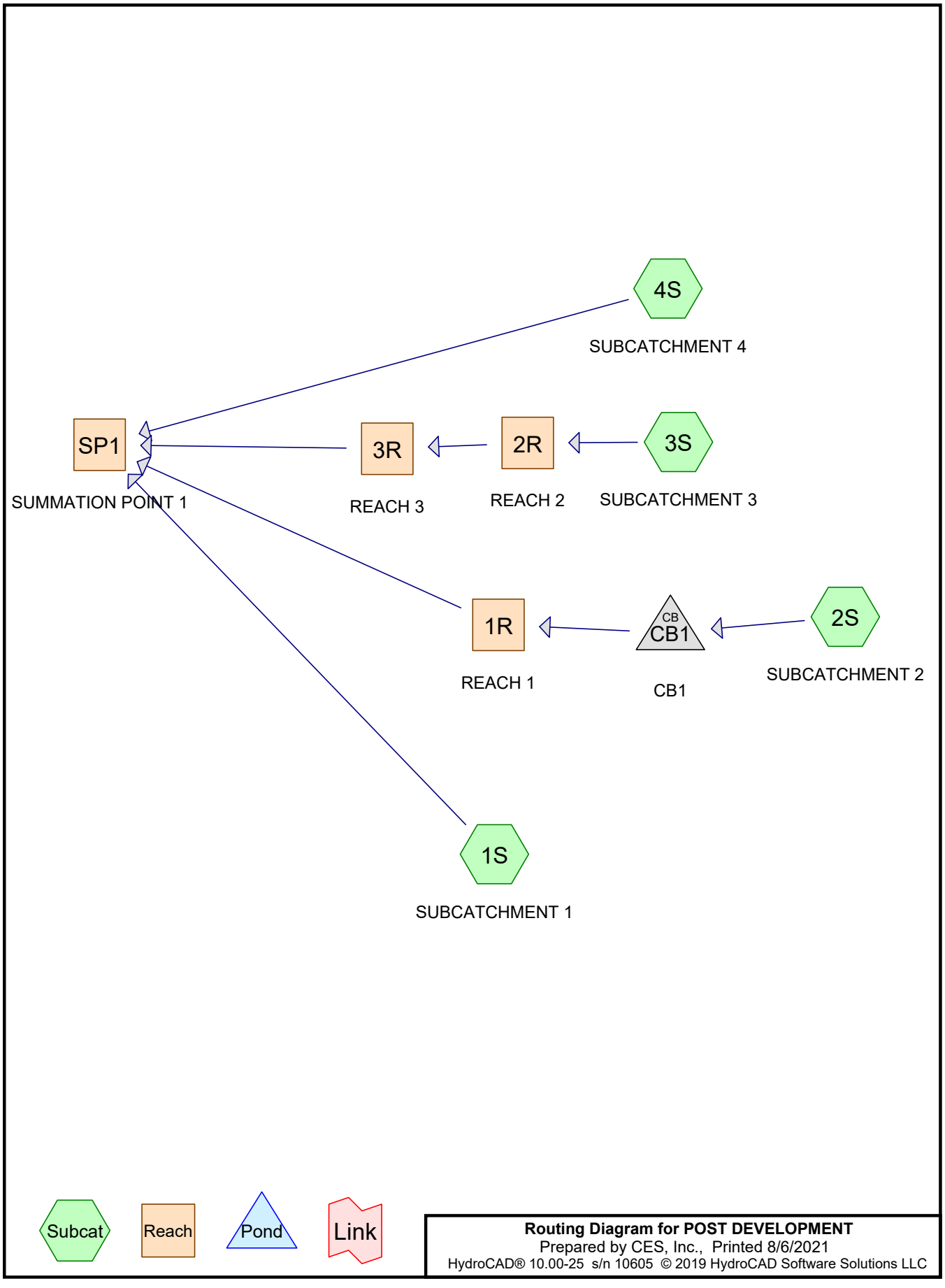
Area (sf)	CN	Description
18,135	98	Unconnected pavement, HSG C
25,285	73	Woods, Fair, HSG C
43,420	83	Weighted Average
25,285		58.23% Pervious Area
18,135		41.77% Impervious Area
18,135		100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.7	50	0.0200	1.22		**Sheet Flow,** Smooth surfaces n= 0.011 P2= 3.30"
0.3	45	0.0300	2.79		**Shallow Concentrated Flow,** Unpaved Kv= 16.1 fps
3.8	300	0.0700	1.32		**Shallow Concentrated Flow,** Woodland Kv= 5.0 fps
4.8	395	Total			

Summary for Reach SP1: SUMMATION POINT 1

Inflow Area = 3.397 ac, 36.97% Impervious, Inflow Depth > 1.85" for 2 YEAR event
Inflow = 8.30 cfs @ 12.05 hrs, Volume= 0.522 af
Outflow = 8.30 cfs @ 12.05 hrs, Volume= 0.522 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs



Routing Diagram for POST DEVELOPMENT
Prepared by CES, Inc., Printed 8/6/2021

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment1S: SUBCATCHMENT1 Runoff Area=79,169 sf 20.52% Impervious Runoff Depth>1.12"
Flow Length=375' Tc=6.1 min UI Adjusted CN=76 Runoff=2.48 cfs 0.170 af

Subcatchment2S: SUBCATCHMENT2 Runoff Area=15,175 sf 51.07% Impervious Runoff Depth>1.80"
Flow Length=200' Tc=3.2 min CN=86 Runoff=0.85 cfs 0.052 af

Subcatchment3S: SUBCATCHMENT3 Runoff Area=9,230 sf 73.72% Impervious Runoff Depth>2.31"
Flow Length=215' Tc=3.0 min CN=92 Runoff=0.64 cfs 0.041 af

Subcatchment4S: SUBCATCHMENT4 Runoff Area=44,383 sf 23.26% Impervious Runoff Depth>1.12"
Flow Length=485' Tc=6.4 min UI Adjusted CN=76 Runoff=1.38 cfs 0.095 af

Reach 1R: REACH 1 Avg. Flow Depth=0.03' Max Vel=0.25 fps Inflow=0.85 cfs 0.052 af
n=0.400 L=75.0' S=0.5000 '/' Capacity=5.65 cfs Outflow=0.69 cfs 0.052 af

Reach 2R: REACH 2 Avg. Flow Depth=0.04' Max Vel=1.20 fps Inflow=0.64 cfs 0.041 af
n=0.030 L=50.0' S=0.0500 '/' Capacity=157.42 cfs Outflow=0.61 cfs 0.041 af

Reach 3R: REACH 3 Avg. Flow Depth=0.03' Max Vel=0.23 fps Inflow=0.61 cfs 0.041 af
n=0.400 L=30.0' S=0.5000 '/' Capacity=5.65 cfs Outflow=0.56 cfs 0.041 af

Reach SP1: SUMMATION POINT 1 Inflow=4.90 cfs 0.357 af
Outflow=4.90 cfs 0.357 af

Pond CB1: CB1 Peak Elev=71.47' Inflow=0.85 cfs 0.052 af
15.0" Round Culvert n=0.013 L=50.0' S=0.0050 '/' Outflow=0.85 cfs 0.052 af

Total Runoff Area = 3.397 ac Runoff Volume = 0.358 af Average Runoff Depth = 1.26"
72.21% Pervious = 2.453 ac 27.79% Impervious = 0.944 ac

Summary for Subcatchment 1S: SUBCATCHMENT 1

Runoff = 2.48 cfs @ 12.10 hrs, Volume= 0.170 af, Depth> 1.12"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2 YEAR Rainfall=3.30"

Area (sf)	CN	Adj	Description
27,559	73		Woods, Fair, HSG C
16,246	98		Unconnected pavement, HSG C
35,364	74		>75% Grass cover, Good, HSG C
79,169	79	76	Weighted Average, UI Adjusted
62,923			79.48% Pervious Area
16,246			20.52% Impervious Area
16,246			100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.7	50	0.0200	1.22		**Sheet Flow,** Smooth surfaces n= 0.011 P2= 3.30"
3.6	150	0.0100	0.70		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
1.1	80	0.0300	1.21		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
0.2	50	0.5000	4.95		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
0.5	45	0.0900	1.50		**Shallow Concentrated Flow,** Woodland Kv= 5.0 fps
6.1	375	Total			

Summary for Subcatchment 2S: SUBCATCHMENT 2

[49] Hint: Tc<2dt may require smaller dt

Runoff = 0.85 cfs @ 12.05 hrs, Volume= 0.052 af, Depth> 1.80"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2 YEAR Rainfall=3.30"

Area (sf)	CN	Description
7,750	98	Unconnected pavement, HSG C
7,425	74	>75% Grass cover, Good, HSG C
15,175	86	Weighted Average
7,425		48.93% Pervious Area
7,750		51.07% Impervious Area
7,750		100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.5	30	0.0200	1.10		**Sheet Flow,** Smooth surfaces n= 0.011 P2= 3.30"
2.2	130	0.0200	0.99		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
0.5	40	0.0300	1.21		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
3.2	200	Total			

Summary for Subcatchment 3S: SUBCATCHMENT 3

[49] Hint: Tc<2dt may require smaller dt

Runoff = 0.64 cfs @ 12.05 hrs, Volume= 0.041 af, Depth> 2.31"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2 YEAR Rainfall=3.30"

Area (sf)	CN	Description
6,804	98	Unconnected pavement, HSG C
2,426	74	>75% Grass cover, Good, HSG C
9,230	92	Weighted Average
2,426		26.28% Pervious Area
6,804		73.72% Impervious Area
6,804		100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.7	50	0.0200	1.22		**Sheet Flow,** Smooth surfaces n= 0.011 P2= 3.30"
2.3	165	0.0300	1.21		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
3.0	215	Total			

Summary for Subcatchment 4S: SUBCATCHMENT 4

Runoff = 1.38 cfs @ 12.10 hrs, Volume= 0.095 af, Depth> 1.12"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2 YEAR Rainfall=3.30"

Area (sf)	CN	Adj	Description
22,920	73		Woods, Fair, HSG C
10,322	98		Unconnected pavement, HSG C
11,141	74		>75% Grass cover, Good, HSG C
44,383	79	76	Weighted Average, UI Adjusted
34,061			76.74% Pervious Area
10,322			23.26% Impervious Area
10,322			100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.7	50	0.0200	1.22		**Sheet Flow,** Smooth surfaces n= 0.011 P2= 3.30"
2.0	145	0.0300	1.21		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
3.7	290	0.0700	1.32		**Shallow Concentrated Flow,** Woodland Kv= 5.0 fps
6.4	485	Total			

Summary for Reach 1R: REACH 1

[65] Warning: Inlet elevation not specified

Inflow Area = 0.348 ac, 51.07% Impervious, Inflow Depth > 1.80" for 2 YEAR event
Inflow = 0.85 cfs @ 12.05 hrs, Volume= 0.052 af
Outflow = 0.69 cfs @ 12.19 hrs, Volume= 0.052 af, Atten= 18%, Lag= 8.1 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Max. Velocity= 0.25 fps, Min. Travel Time= 5.0 min
Avg. Velocity = 0.07 fps, Avg. Travel Time= 17.8 min

Peak Storage= 217 cf @ 12.10 hrs
Average Depth at Peak Storage= 0.03'
Bank-Full Depth= 0.10' Flow Area= 10.0 sf, Capacity= 5.65 cfs

100.00' x 0.10' deep channel, n= 0.400 Sheet flow: Woods+light brush
Side Slope Z-value= 0.1 '/' Top Width= 100.02'
Length= 75.0' Slope= 0.5000 '/'
Inlet Invert= 0.00', Outlet Invert= -37.50'

Summary for Reach 2R: REACH 2

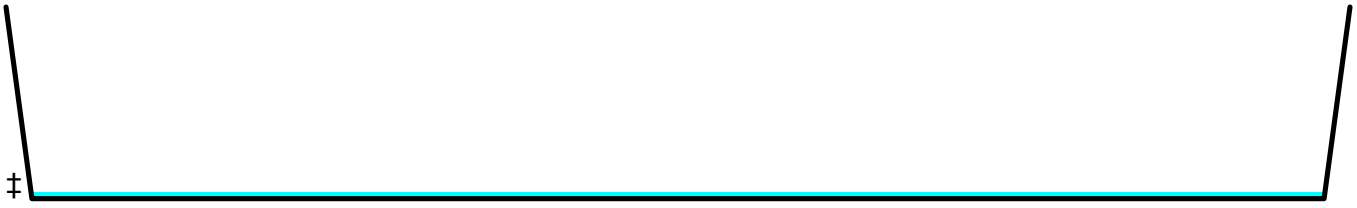
[65] Warning: Inlet elevation not specified

Inflow Area = 0.212 ac, 73.72% Impervious, Inflow Depth > 2.31" for 2 YEAR event
Inflow = 0.64 cfs @ 12.05 hrs, Volume= 0.041 af
Outflow = 0.61 cfs @ 12.06 hrs, Volume= 0.041 af, Atten= 5%, Lag= 1.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Max. Velocity= 1.20 fps, Min. Travel Time= 0.7 min
Avg. Velocity = 0.53 fps, Avg. Travel Time= 1.6 min

Peak Storage= 27 cf @ 12.06 hrs
Average Depth at Peak Storage= 0.04'
Bank-Full Depth= 1.00' Flow Area= 15.3 sf, Capacity= 157.42 cfs

15.00' x 1.00' deep channel, n= 0.030 Short grass
Side Slope Z-value= 0.3 '/' Top Width= 15.60'
Length= 50.0' Slope= 0.0500 '/'
Inlet Invert= 0.00', Outlet Invert= -2.50'



Summary for Reach 3R: REACH 3

[65] Warning: Inlet elevation not specified

Inflow Area = 0.212 ac, 73.72% Impervious, Inflow Depth > 2.31" for 2 YEAR event
Inflow = 0.61 cfs @ 12.06 hrs, Volume= 0.041 af
Outflow = 0.56 cfs @ 12.13 hrs, Volume= 0.041 af, Atten= 8%, Lag= 4.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Max. Velocity= 0.23 fps, Min. Travel Time= 2.2 min
Avg. Velocity = 0.06 fps, Avg. Travel Time= 8.4 min

Peak Storage= 77 cf @ 12.09 hrs
Average Depth at Peak Storage= 0.03'
Bank-Full Depth= 0.10' Flow Area= 10.0 sf, Capacity= 5.65 cfs

100.00' x 0.10' deep channel, n= 0.400 Sheet flow: Woods+light brush
Side Slope Z-value= 0.1 '/' Top Width= 100.02'
Length= 30.0' Slope= 0.5000 '/'
Inlet Invert= 0.00', Outlet Invert= -15.00'

Summary for Reach SP1: SUMMATION POINT 1

[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 3.397 ac, 27.79% Impervious, Inflow Depth > 1.26" for 2 YEAR event
Inflow = 4.90 cfs @ 12.11 hrs, Volume= 0.357 af
Outflow = 4.90 cfs @ 12.11 hrs, Volume= 0.357 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Summary for Pond CB1: CB1

[57] Hint: Peaked at 71.47' (Flood elevation advised)

Inflow Area = 0.348 ac, 51.07% Impervious, Inflow Depth > 1.80" for 2 YEAR event
Inflow = 0.85 cfs @ 12.05 hrs, Volume= 0.052 af
Outflow = 0.85 cfs @ 12.05 hrs, Volume= 0.052 af, Atten= 0%, Lag= 0.0 min
Primary = 0.85 cfs @ 12.05 hrs, Volume= 0.052 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 71.47' @ 12.05 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	70.95'	**15.0" Round Culvert** L= 50.0' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 70.95' / 70.70' S= 0.0050 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.23 sf

Primary OutFlow Max=0.84 cfs @ 12.05 hrs HW=71.47' (Free Discharge)
↑**1=Culvert** (Barrel Controls 0.84 cfs @ 2.56 fps)

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment1S: SUBCATCHMENT1 Runoff Area=104,537 sf 34.98% Impervious Runoff Depth>3.37"
Flow Length=275' Tc=2.6 min CN=88 Runoff=10.72 cfs 0.675 af

Subcatchment2S: SUBCATCHMENT2 Runoff Area=43,420 sf 41.77% Impervious Runoff Depth>2.89"
Flow Length=395' Tc=4.8 min CN=83 Runoff=3.64 cfs 0.240 af

Reach SP1: SUMMATION POINT 1 Inflow=14.21 cfs 0.915 af
Outflow=14.21 cfs 0.915 af

Total Runoff Area = 3.397 ac Runoff Volume = 0.915 af Average Runoff Depth = 3.23"
63.03% Pervious = 2.141 ac 36.97% Impervious = 1.256 ac

Summary for Subcatchment 1S: SUBCATCHMENT 1

Runoff = 10.72 cfs @ 12.04 hrs, Volume= 0.675 af, Depth> 3.37"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10 YEAR Rainfall=4.90"

Area (sf)	CN	Description
36,562	98	Unconnected pavement, HSG C
19,405	73	Woods, Fair, HSG C
48,570	86	<50% Grass cover, Poor, HSG C
104,537	88	Weighted Average
67,975		65.02% Pervious Area
36,562		34.98% Impervious Area
36,562		100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.7	50	0.0200	1.22		**Sheet Flow,** Smooth surfaces n= 0.011 P2= 3.30"
0.9	110	0.0150	1.97		**Shallow Concentrated Flow,** Unpaved Kv= 16.1 fps
0.3	50	0.0400	3.00		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
0.7	65	0.1000	1.58		**Shallow Concentrated Flow,** Woodland Kv= 5.0 fps
2.6	275	Total			

Summary for Subcatchment 2S: SUBCATCHMENT 2

Runoff = 3.64 cfs @ 12.07 hrs, Volume= 0.240 af, Depth> 2.89"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10 YEAR Rainfall=4.90"

Area (sf)	CN	Description
18,135	98	Unconnected pavement, HSG C
25,285	73	Woods, Fair, HSG C
43,420	83	Weighted Average
25,285		58.23% Pervious Area
18,135		41.77% Impervious Area
18,135		100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.7	50	0.0200	1.22		**Sheet Flow,** Smooth surfaces n= 0.011 P2= 3.30"
0.3	45	0.0300	2.79		**Shallow Concentrated Flow,** Unpaved Kv= 16.1 fps
3.8	300	0.0700	1.32		**Shallow Concentrated Flow,** Woodland Kv= 5.0 fps
4.8	395	Total			

Summary for Reach SP1: SUMMATION POINT 1

Inflow Area = 3.397 ac, 36.97% Impervious, Inflow Depth > 3.23" for 10 YEAR event
Inflow = 14.21 cfs @ 12.05 hrs, Volume= 0.915 af
Outflow = 14.21 cfs @ 12.05 hrs, Volume= 0.915 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment1S: SUBCATCHMENT1 Runoff Area=79,169 sf 20.52% Impervious Runoff Depth>2.28"
Flow Length=375' Tc=6.1 min UI Adjusted CN=76 Runoff=5.11 cfs 0.345 af

Subcatchment2S: SUBCATCHMENT2 Runoff Area=15,175 sf 51.07% Impervious Runoff Depth>3.18"
Flow Length=200' Tc=3.2 min CN=86 Runoff=1.47 cfs 0.092 af

Subcatchment3S: SUBCATCHMENT3 Runoff Area=9,230 sf 73.72% Impervious Runoff Depth>3.77"
Flow Length=215' Tc=3.0 min CN=92 Runoff=1.02 cfs 0.067 af

Subcatchment4S: SUBCATCHMENT4 Runoff Area=44,383 sf 23.26% Impervious Runoff Depth>2.28"
Flow Length=485' Tc=6.4 min UI Adjusted CN=76 Runoff=2.84 cfs 0.193 af

Reach 1R: REACH 1 Avg. Flow Depth=0.04' Max Vel=0.31 fps Inflow=1.47 cfs 0.092 af
n=0.400 L=75.0' S=0.5000 '/' Capacity=5.65 cfs Outflow=1.25 cfs 0.092 af

Reach 2R: REACH 2 Avg. Flow Depth=0.05' Max Vel=1.44 fps Inflow=1.02 cfs 0.067 af
n=0.030 L=50.0' S=0.0500 '/' Capacity=157.42 cfs Outflow=0.98 cfs 0.067 af

Reach 3R: REACH 3 Avg. Flow Depth=0.03' Max Vel=0.27 fps Inflow=0.98 cfs 0.067 af
n=0.400 L=30.0' S=0.5000 '/' Capacity=5.65 cfs Outflow=0.90 cfs 0.066 af

Reach SP1: SUMMATION POINT 1 Inflow=9.89 cfs 0.696 af
Outflow=9.89 cfs 0.696 af

Pond CB1: CB1 Peak Elev=71.66' Inflow=1.47 cfs 0.092 af
15.0" Round Culvert n=0.013 L=50.0' S=0.0050 '/' Outflow=1.47 cfs 0.092 af

Total Runoff Area = 3.397 ac Runoff Volume = 0.697 af Average Runoff Depth = 2.46"
72.21% Pervious = 2.453 ac 27.79% Impervious = 0.944 ac

Summary for Subcatchment 1S: SUBCATCHMENT 1

Runoff = 5.11 cfs @ 12.10 hrs, Volume= 0.345 af, Depth> 2.28"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10 YEAR Rainfall=4.90"

Area (sf)	CN	Adj	Description
27,559	73		Woods, Fair, HSG C
16,246	98		Unconnected pavement, HSG C
35,364	74		>75% Grass cover, Good, HSG C
79,169	79	76	Weighted Average, UI Adjusted
62,923			79.48% Pervious Area
16,246			20.52% Impervious Area
16,246			100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.7	50	0.0200	1.22		**Sheet Flow,** Smooth surfaces n= 0.011 P2= 3.30"
3.6	150	0.0100	0.70		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
1.1	80	0.0300	1.21		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
0.2	50	0.5000	4.95		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
0.5	45	0.0900	1.50		**Shallow Concentrated Flow,** Woodland Kv= 5.0 fps
6.1	375	Total			

Summary for Subcatchment 2S: SUBCATCHMENT 2

[49] Hint: Tc<2dt may require smaller dt

Runoff = 1.47 cfs @ 12.05 hrs, Volume= 0.092 af, Depth> 3.18"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10 YEAR Rainfall=4.90"

Area (sf)	CN	Description
7,750	98	Unconnected pavement, HSG C
7,425	74	>75% Grass cover, Good, HSG C
15,175	86	Weighted Average
7,425		48.93% Pervious Area
7,750		51.07% Impervious Area
7,750		100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.5	30	0.0200	1.10		**Sheet Flow,** Smooth surfaces n= 0.011 P2= 3.30"
2.2	130	0.0200	0.99		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
0.5	40	0.0300	1.21		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
3.2	200	Total			

Summary for Subcatchment 3S: SUBCATCHMENT 3

[49] Hint: Tc<2dt may require smaller dt

Runoff = 1.02 cfs @ 12.05 hrs, Volume= 0.067 af, Depth> 3.77"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10 YEAR Rainfall=4.90"

Area (sf)	CN	Description
6,804	98	Unconnected pavement, HSG C
2,426	74	>75% Grass cover, Good, HSG C
9,230	92	Weighted Average
2,426		26.28% Pervious Area
6,804		73.72% Impervious Area
6,804		100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.7	50	0.0200	1.22		**Sheet Flow,** Smooth surfaces n= 0.011 P2= 3.30"
2.3	165	0.0300	1.21		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
3.0	215	Total			

Summary for Subcatchment 4S: SUBCATCHMENT 4

Runoff = 2.84 cfs @ 12.10 hrs, Volume= 0.193 af, Depth> 2.28"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10 YEAR Rainfall=4.90"

Area (sf)	CN	Adj	Description
22,920	73		Woods, Fair, HSG C
10,322	98		Unconnected pavement, HSG C
11,141	74		>75% Grass cover, Good, HSG C
44,383	79	76	Weighted Average, UI Adjusted
34,061			76.74% Pervious Area
10,322			23.26% Impervious Area
10,322			100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.7	50	0.0200	1.22		**Sheet Flow,** Smooth surfaces n= 0.011 P2= 3.30"
2.0	145	0.0300	1.21		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
3.7	290	0.0700	1.32		**Shallow Concentrated Flow,** Woodland Kv= 5.0 fps
6.4	485	Total			

Summary for Reach 1R: REACH 1

[65] Warning: Inlet elevation not specified

Inflow Area = 0.348 ac, 51.07% Impervious, Inflow Depth > 3.18" for 10 YEAR event
Inflow = 1.47 cfs @ 12.05 hrs, Volume= 0.092 af
Outflow = 1.25 cfs @ 12.16 hrs, Volume= 0.092 af, Atten= 15%, Lag= 6.3 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Max. Velocity= 0.31 fps, Min. Travel Time= 4.0 min
Avg. Velocity = 0.08 fps, Avg. Travel Time= 15.2 min

Peak Storage= 309 cf @ 12.09 hrs
Average Depth at Peak Storage= 0.04'
Bank-Full Depth= 0.10' Flow Area= 10.0 sf, Capacity= 5.65 cfs

100.00' x 0.10' deep channel, n= 0.400 Sheet flow: Woods+light brush
Side Slope Z-value= 0.1 '/' Top Width= 100.02'
Length= 75.0' Slope= 0.5000 '/'
Inlet Invert= 0.00', Outlet Invert= -37.50'

Summary for Reach 2R: REACH 2

[65] Warning: Inlet elevation not specified
[82] Warning: Early inflow requires earlier time span

Inflow Area = 0.212 ac, 73.72% Impervious, Inflow Depth > 3.77" for 10 YEAR event
Inflow = 1.02 cfs @ 12.05 hrs, Volume= 0.067 af
Outflow = 0.98 cfs @ 12.06 hrs, Volume= 0.067 af, Atten= 4%, Lag= 0.8 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Max. Velocity= 1.44 fps, Min. Travel Time= 0.6 min
Avg. Velocity = 0.55 fps, Avg. Travel Time= 1.5 min

Peak Storage= 35 cf @ 12.05 hrs
Average Depth at Peak Storage= 0.05'
Bank-Full Depth= 1.00' Flow Area= 15.3 sf, Capacity= 157.42 cfs

15.00' x 1.00' deep channel, n= 0.030 Short grass
Side Slope Z-value= 0.3 '/' Top Width= 15.60'
Length= 50.0' Slope= 0.0500 '/'
Inlet Invert= 0.00', Outlet Invert= -2.50'

Summary for Reach 3R: REACH 3

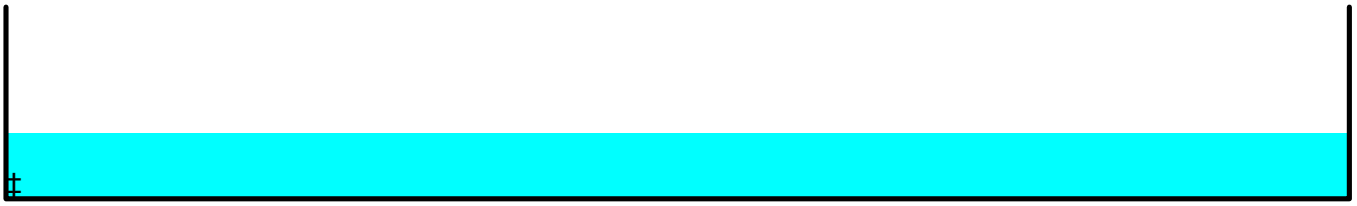
[65] Warning: Inlet elevation not specified

Inflow Area = 0.212 ac, 73.72% Impervious, Inflow Depth > 3.77" for 10 YEAR event
Inflow = 0.98 cfs @ 12.06 hrs, Volume= 0.067 af
Outflow = 0.90 cfs @ 12.11 hrs, Volume= 0.066 af, Atten= 8%, Lag= 3.2 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Max. Velocity= 0.27 fps, Min. Travel Time= 1.8 min
Avg. Velocity = 0.07 fps, Avg. Travel Time= 6.9 min

Peak Storage= 102 cf @ 12.08 hrs
Average Depth at Peak Storage= 0.03'
Bank-Full Depth= 0.10' Flow Area= 10.0 sf, Capacity= 5.65 cfs

100.00' x 0.10' deep channel, n= 0.400 Sheet flow: Woods+light brush
Side Slope Z-value= 0.1 '/' Top Width= 100.02'
Length= 30.0' Slope= 0.5000 '/'
Inlet Invert= 0.00', Outlet Invert= -15.00'



Summary for Reach SP1: SUMMATION POINT 1

[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 3.397 ac, 27.79% Impervious, Inflow Depth > 2.46" for 10 YEAR event
Inflow = 9.89 cfs @ 12.10 hrs, Volume= 0.696 af
Outflow = 9.89 cfs @ 12.10 hrs, Volume= 0.696 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Summary for Pond CB1: CB1

[57] Hint: Peaked at 71.66' (Flood elevation advised)

Inflow Area = 0.348 ac, 51.07% Impervious, Inflow Depth > 3.18" for 10 YEAR event
Inflow = 1.47 cfs @ 12.05 hrs, Volume= 0.092 af
Outflow = 1.47 cfs @ 12.05 hrs, Volume= 0.092 af, Atten= 0%, Lag= 0.0 min
Primary = 1.47 cfs @ 12.05 hrs, Volume= 0.092 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 71.66' @ 12.05 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	70.95'	**15.0" Round Culvert** L= 50.0' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 70.95' / 70.70' S= 0.0050 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.23 sf

Primary OutFlow Max=1.46 cfs @ 12.05 hrs HW=71.66' (Free Discharge)
1=Culvert (Barrel Controls 1.46 cfs @ 2.92 fps)

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment1S: SUBCATCHMENT1 Runoff Area=104,537 sf 34.98% Impervious Runoff Depth>4.56"
Flow Length=275' Tc=2.6 min CN=88 Runoff=14.23 cfs 0.911 af

Subcatchment2S: SUBCATCHMENT2 Runoff Area=43,420 sf 41.77% Impervious Runoff Depth>4.03"
Flow Length=395' Tc=4.8 min CN=83 Runoff=5.00 cfs 0.334 af

Reach SP1: SUMMATION POINT 1 Inflow=19.05 cfs 1.246 af
Outflow=19.05 cfs 1.246 af

Total Runoff Area = 3.397 ac Runoff Volume = 1.246 af Average Runoff Depth = 4.40"
63.03% Pervious = 2.141 ac 36.97% Impervious = 1.256 ac

Summary for Subcatchment 1S: SUBCATCHMENT 1

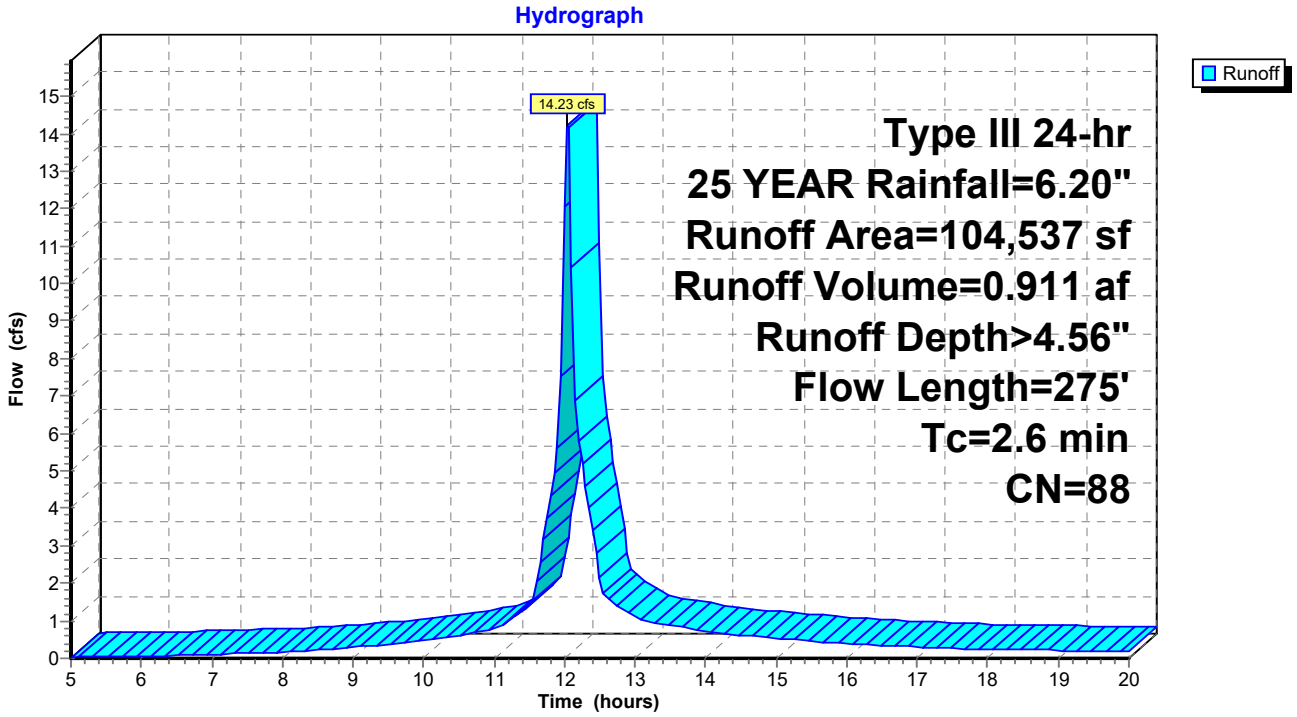
Runoff = 14.23 cfs @ 12.04 hrs, Volume= 0.911 af, Depth> 4.56"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25 YEAR Rainfall=6.20"

Area (sf)	CN	Description
36,562	98	Unconnected pavement, HSG C
19,405	73	Woods, Fair, HSG C
48,570	86	<50% Grass cover, Poor, HSG C
104,537	88	Weighted Average
67,975		65.02% Pervious Area
36,562		34.98% Impervious Area
36,562		100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.7	50	0.0200	1.22		**Sheet Flow,** Smooth surfaces n= 0.011 P2= 3.30"
0.9	110	0.0150	1.97		**Shallow Concentrated Flow,** Unpaved Kv= 16.1 fps
0.3	50	0.0400	3.00		**Shallow Concentrated Flow,** Grassed Waterway Kv= 15.0 fps
0.7	65	0.1000	1.58		**Shallow Concentrated Flow,** Woodland Kv= 5.0 fps
2.6	275	Total			

Subcatchment 1S: SUBCATCHMENT 1



Summary for Subcatchment 2S: SUBCATCHMENT 2

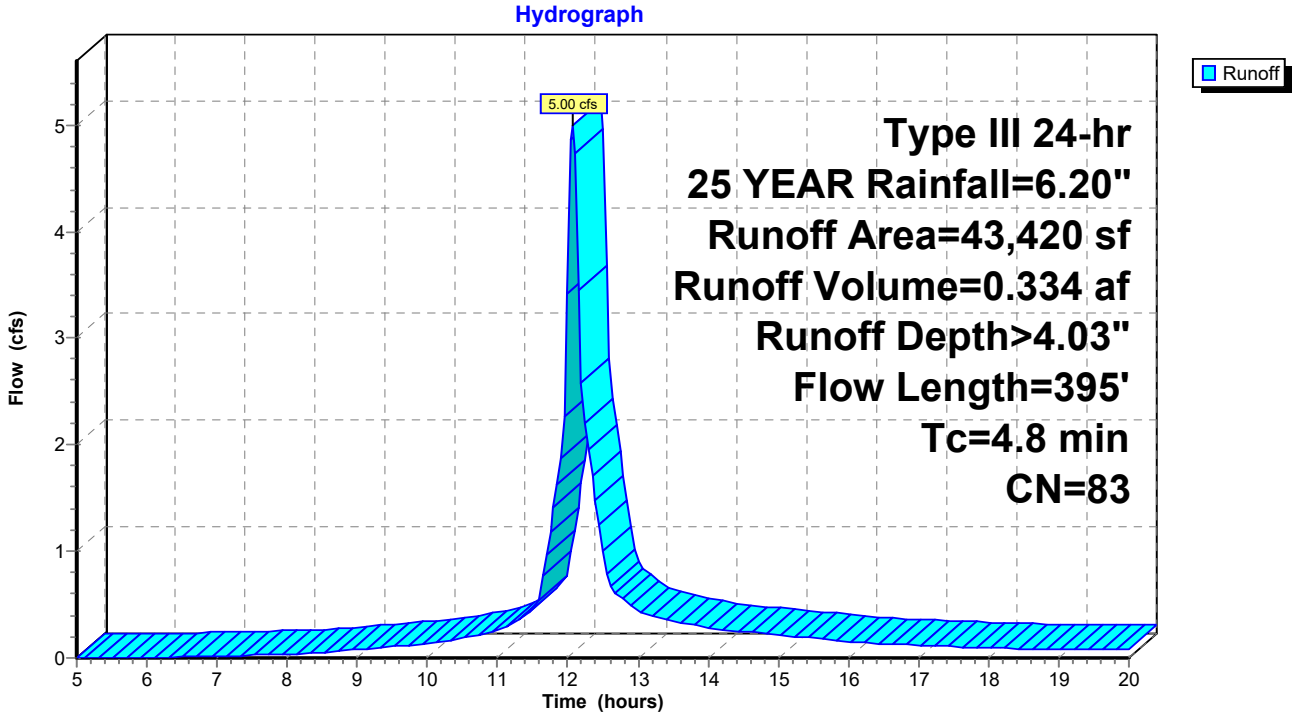
Runoff = 5.00 cfs @ 12.07 hrs, Volume= 0.334 af, Depth> 4.03"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25 YEAR Rainfall=6.20"

Area (sf)	CN	Description
18,135	98	Unconnected pavement, HSG C
25,285	73	Woods, Fair, HSG C
43,420	83	Weighted Average
25,285		58.23% Pervious Area
18,135		41.77% Impervious Area
18,135		100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.7	50	0.0200	1.22		**Sheet Flow,** Smooth surfaces n= 0.011 P2= 3.30"
0.3	45	0.0300	2.79		**Shallow Concentrated Flow,** Unpaved Kv= 16.1 fps
3.8	300	0.0700	1.32		**Shallow Concentrated Flow,** Woodland Kv= 5.0 fps
4.8	395	Total			

Subcatchment 2S: SUBCATCHMENT 2

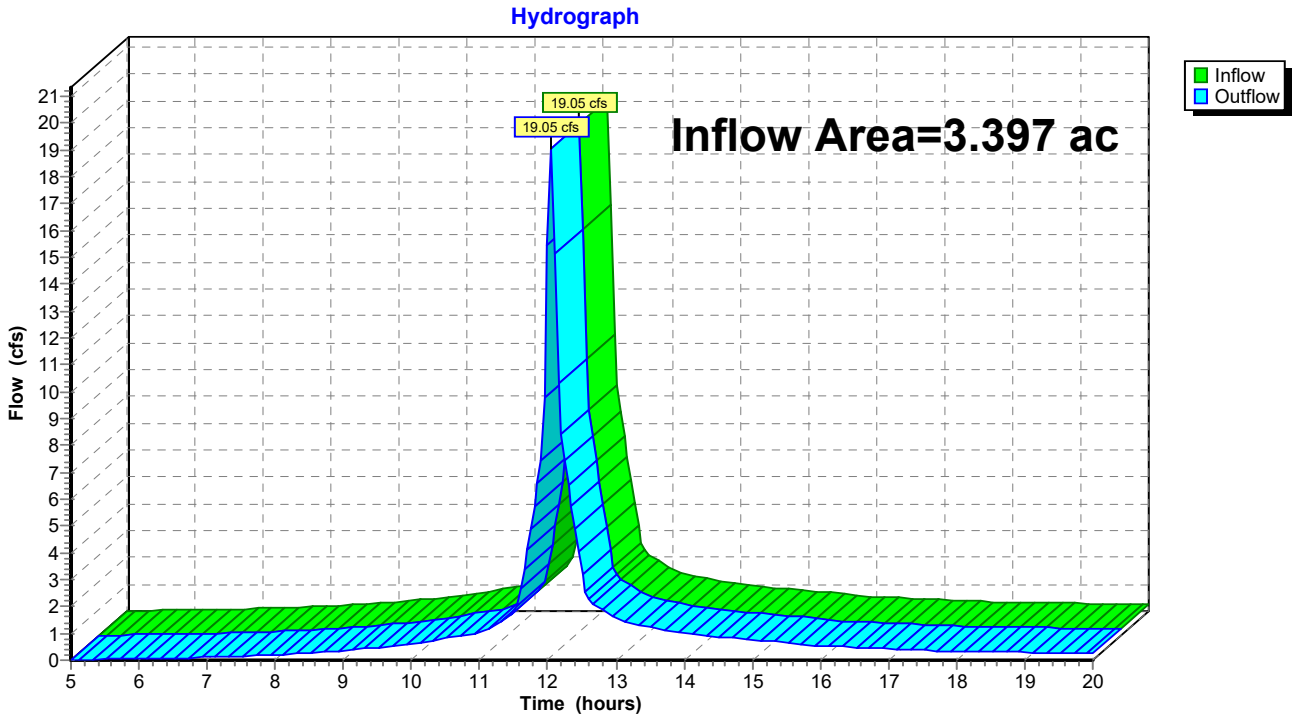


Summary for Reach SP1: SUMMATION POINT 1

Inflow Area = 3.397 ac, 36.97% Impervious, Inflow Depth > 4.40" for 25 YEAR event
Inflow = 19.05 cfs @ 12.05 hrs, Volume= 1.246 af
Outflow = 19.05 cfs @ 12.05 hrs, Volume= 1.246 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Reach SP1: SUMMATION POINT 1



Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment1S: SUBCATCHMENT1 Runoff Area=79,169 sf 20.52% Impervious Runoff Depth>3.32"
Flow Length=375' Tc=6.1 min UI Adjusted CN=76 Runoff=7.40 cfs 0.503 af

Subcatchment2S: SUBCATCHMENT2 Runoff Area=15,175 sf 51.07% Impervious Runoff Depth>4.34"
Flow Length=200' Tc=3.2 min CN=86 Runoff=1.98 cfs 0.126 af

Subcatchment3S: SUBCATCHMENT3 Runoff Area=9,230 sf 73.72% Impervious Runoff Depth>4.97"
Flow Length=215' Tc=3.0 min CN=92 Runoff=1.32 cfs 0.088 af

Subcatchment4S: SUBCATCHMENT4 Runoff Area=44,383 sf 23.26% Impervious Runoff Depth>3.32"
Flow Length=485' Tc=6.4 min UI Adjusted CN=76 Runoff=4.12 cfs 0.282 af

Reach 1R: REACH 1 Avg. Flow Depth=0.05' Max Vel=0.35 fps Inflow=1.98 cfs 0.126 af
n=0.400 L=75.0' S=0.5000 '/' Capacity=5.65 cfs Outflow=1.73 cfs 0.125 af

Reach 2R: REACH 2 Avg. Flow Depth=0.05' Max Vel=1.60 fps Inflow=1.32 cfs 0.088 af
n=0.030 L=50.0' S=0.0500 '/' Capacity=157.42 cfs Outflow=1.27 cfs 0.088 af

Reach 3R: REACH 3 Avg. Flow Depth=0.04' Max Vel=0.30 fps Inflow=1.27 cfs 0.088 af
n=0.400 L=30.0' S=0.5000 '/' Capacity=5.65 cfs Outflow=1.18 cfs 0.088 af

Reach SP1: SUMMATION POINT 1 Inflow=14.22 cfs 0.997 af
Outflow=14.22 cfs 0.997 af

Pond CB1: CB1 Peak Elev=71.80' Inflow=1.98 cfs 0.126 af
15.0" Round Culvert n=0.013 L=50.0' S=0.0050 '/' Outflow=1.98 cfs 0.126 af

Total Runoff Area = 3.397 ac Runoff Volume = 0.998 af Average Runoff Depth = 3.53"
72.21% Pervious = 2.453 ac 27.79% Impervious = 0.944 ac

Summary for Subcatchment 1S: SUBCATCHMENT 1

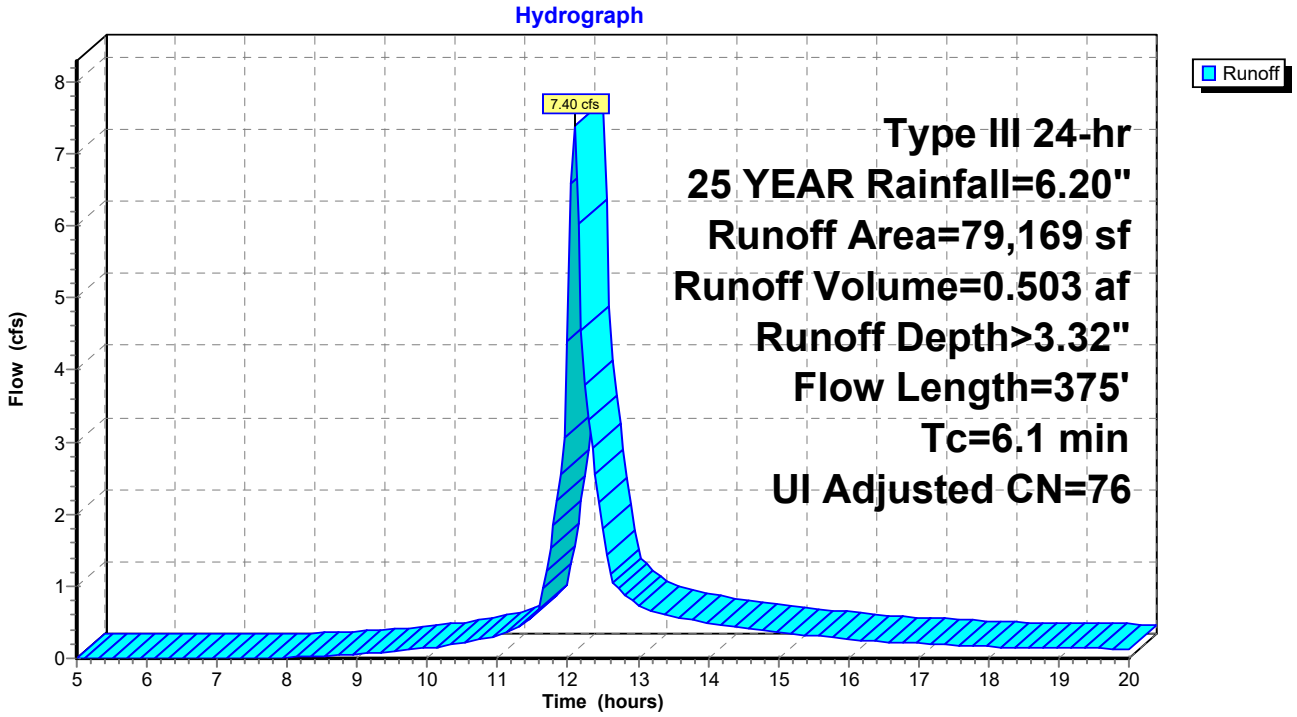
Runoff = 7.40 cfs @ 12.09 hrs, Volume= 0.503 af, Depth> 3.32"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25 YEAR Rainfall=6.20"

Area (sf)	CN	Adj	Description
27,559	73		Woods, Fair, HSG C
16,246	98		Unconnected pavement, HSG C
35,364	74		>75% Grass cover, Good, HSG C
79,169	79	76	Weighted Average, UI Adjusted
62,923			79.48% Pervious Area
16,246			20.52% Impervious Area
16,246			100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.7	50	0.0200	1.22		**Sheet Flow,** Smooth surfaces n= 0.011 P2= 3.30"
3.6	150	0.0100	0.70		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
1.1	80	0.0300	1.21		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
0.2	50	0.5000	4.95		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
0.5	45	0.0900	1.50		**Shallow Concentrated Flow,** Woodland Kv= 5.0 fps
6.1	375	Total			

Subcatchment 1S: SUBCATCHMENT 1



Summary for Subcatchment 2S: SUBCATCHMENT 2

[49] Hint: Tc<2dt may require smaller dt

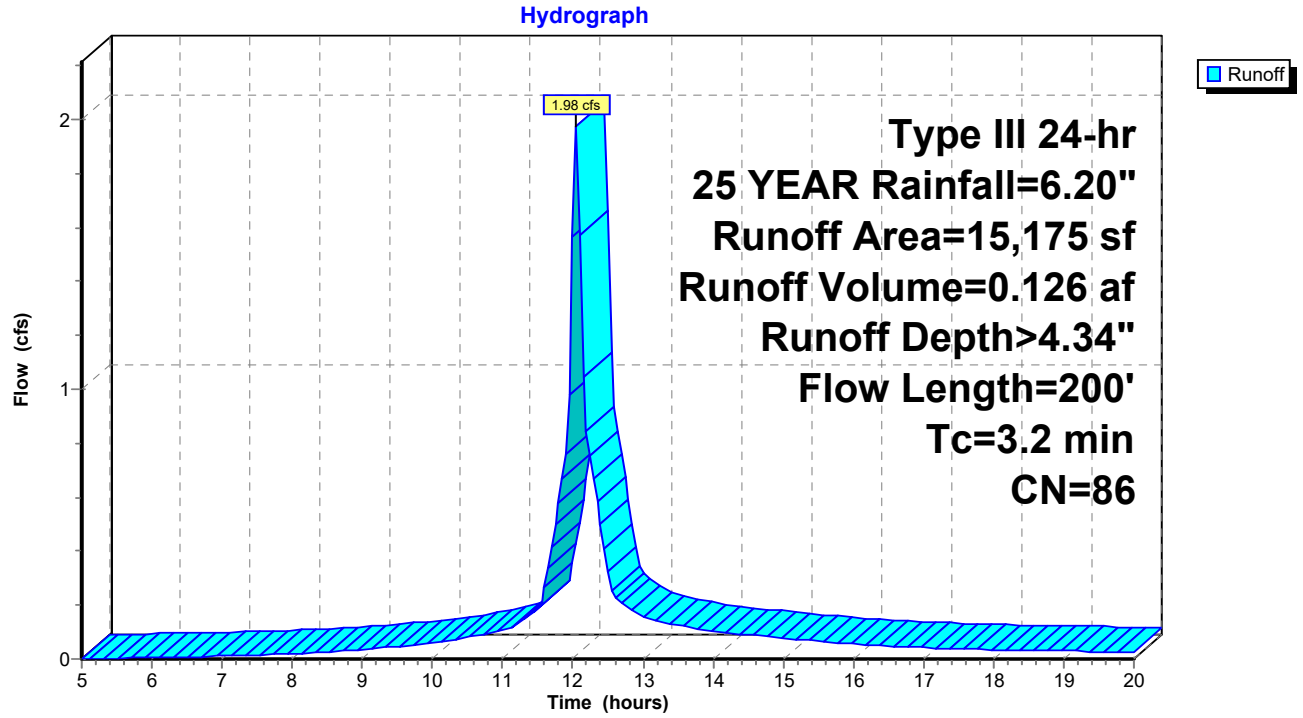
Runoff = 1.98 cfs @ 12.05 hrs, Volume= 0.126 af, Depth> 4.34"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25 YEAR Rainfall=6.20"

Area (sf)	CN	Description
7,750	98	Unconnected pavement, HSG C
7,425	74	>75% Grass cover, Good, HSG C
15,175	86	Weighted Average
7,425		48.93% Pervious Area
7,750		51.07% Impervious Area
7,750		100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.5	30	0.0200	1.10		**Sheet Flow,** Smooth surfaces n= 0.011 P2= 3.30"
2.2	130	0.0200	0.99		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
0.5	40	0.0300	1.21		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
3.2	200	Total			

Subcatchment 2S: SUBCATCHMENT 2



Summary for Subcatchment 3S: SUBCATCHMENT 3

[49] Hint: Tc<2dt may require smaller dt

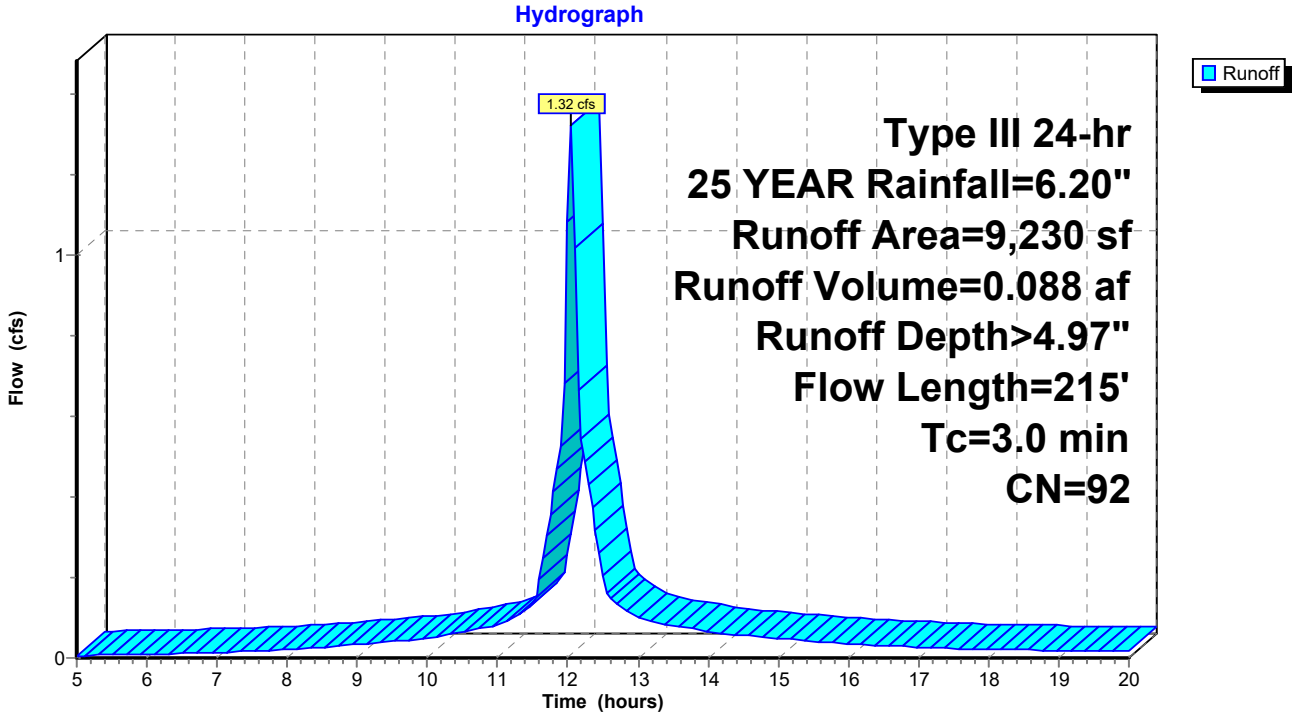
Runoff = 1.32 cfs @ 12.05 hrs, Volume= 0.088 af, Depth> 4.97"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25 YEAR Rainfall=6.20"

Area (sf)	CN	Description
6,804	98	Unconnected pavement, HSG C
2,426	74	>75% Grass cover, Good, HSG C
9,230	92	Weighted Average
2,426		26.28% Pervious Area
6,804		73.72% Impervious Area
6,804		100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.7	50	0.0200	1.22		**Sheet Flow,** Smooth surfaces n= 0.011 P2= 3.30"
2.3	165	0.0300	1.21		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
3.0	215	Total			

Subcatchment 3S: SUBCATCHMENT 3



Summary for Subcatchment 4S: SUBCATCHMENT 4

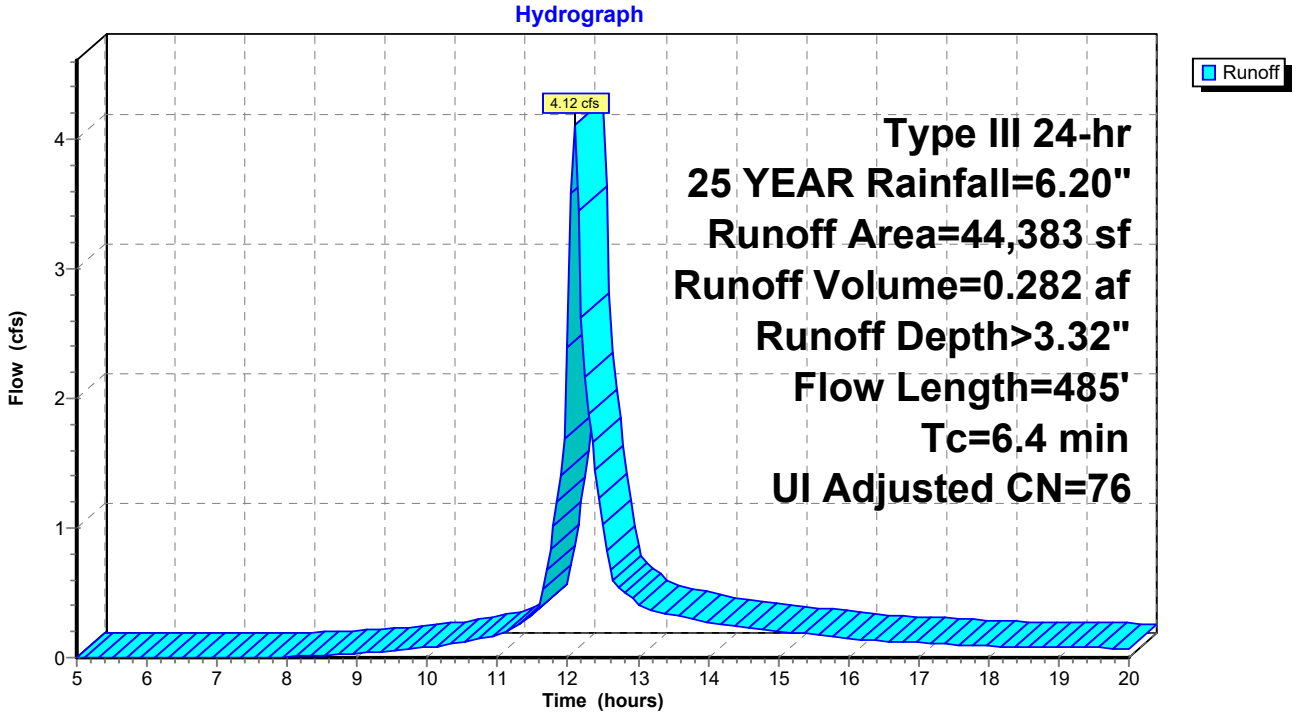
Runoff = 4.12 cfs @ 12.10 hrs, Volume= 0.282 af, Depth> 3.32"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25 YEAR Rainfall=6.20"

Area (sf)	CN	Adj	Description
22,920	73		Woods, Fair, HSG C
10,322	98		Unconnected pavement, HSG C
11,141	74		>75% Grass cover, Good, HSG C
44,383	79	76	Weighted Average, UI Adjusted
34,061			76.74% Pervious Area
10,322			23.26% Impervious Area
10,322			100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
0.7	50	0.0200	1.22		**Sheet Flow,** Smooth surfaces n= 0.011 P2= 3.30"
2.0	145	0.0300	1.21		**Shallow Concentrated Flow,** Short Grass Pasture Kv= 7.0 fps
3.7	290	0.0700	1.32		**Shallow Concentrated Flow,** Woodland Kv= 5.0 fps
6.4	485	Total			

Subcatchment 4S: SUBCATCHMENT 4



Summary for Reach 1R: REACH 1

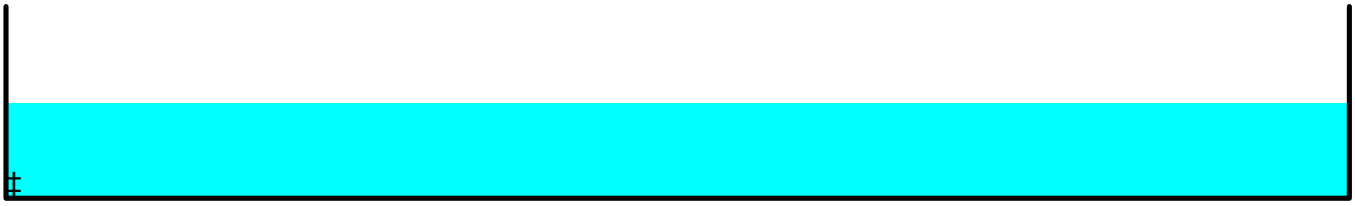
[65] Warning: Inlet elevation not specified

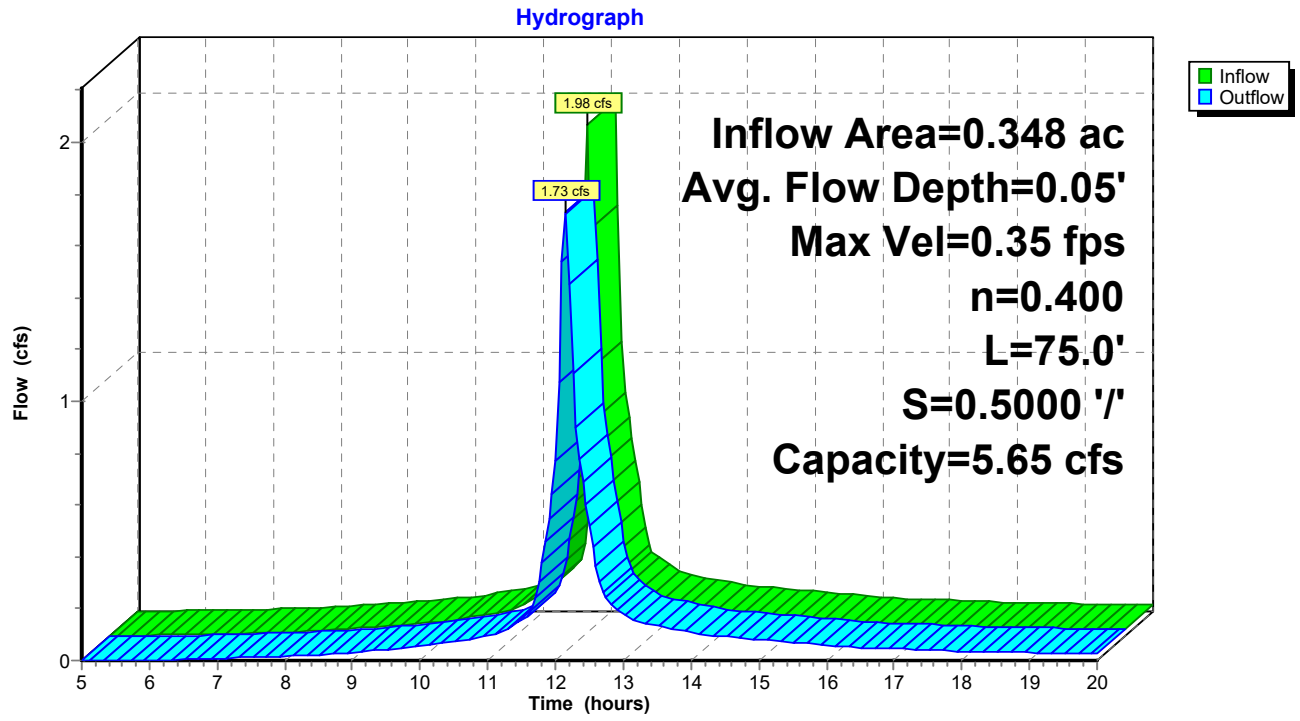
Inflow Area = 0.348 ac, 51.07% Impervious, Inflow Depth > 4.34" for 25 YEAR event
Inflow = 1.98 cfs @ 12.05 hrs, Volume= 0.126 af
Outflow = 1.73 cfs @ 12.15 hrs, Volume= 0.125 af, Atten= 12%, Lag= 5.7 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Max. Velocity= 0.35 fps, Min. Travel Time= 3.5 min
Avg. Velocity = 0.09 fps, Avg. Travel Time= 13.7 min

Peak Storage= 373 cf @ 12.09 hrs
Average Depth at Peak Storage= 0.05'
Bank-Full Depth= 0.10' Flow Area= 10.0 sf, Capacity= 5.65 cfs

100.00' x 0.10' deep channel, n= 0.400 Sheet flow: Woods+light brush
Side Slope Z-value= 0.1 '/' Top Width= 100.02'
Length= 75.0' Slope= 0.5000 '/'
Inlet Invert= 0.00', Outlet Invert= -37.50'





Summary for Reach 2R: REACH 2

[65] Warning: Inlet elevation not specified
[82] Warning: Early inflow requires earlier time span

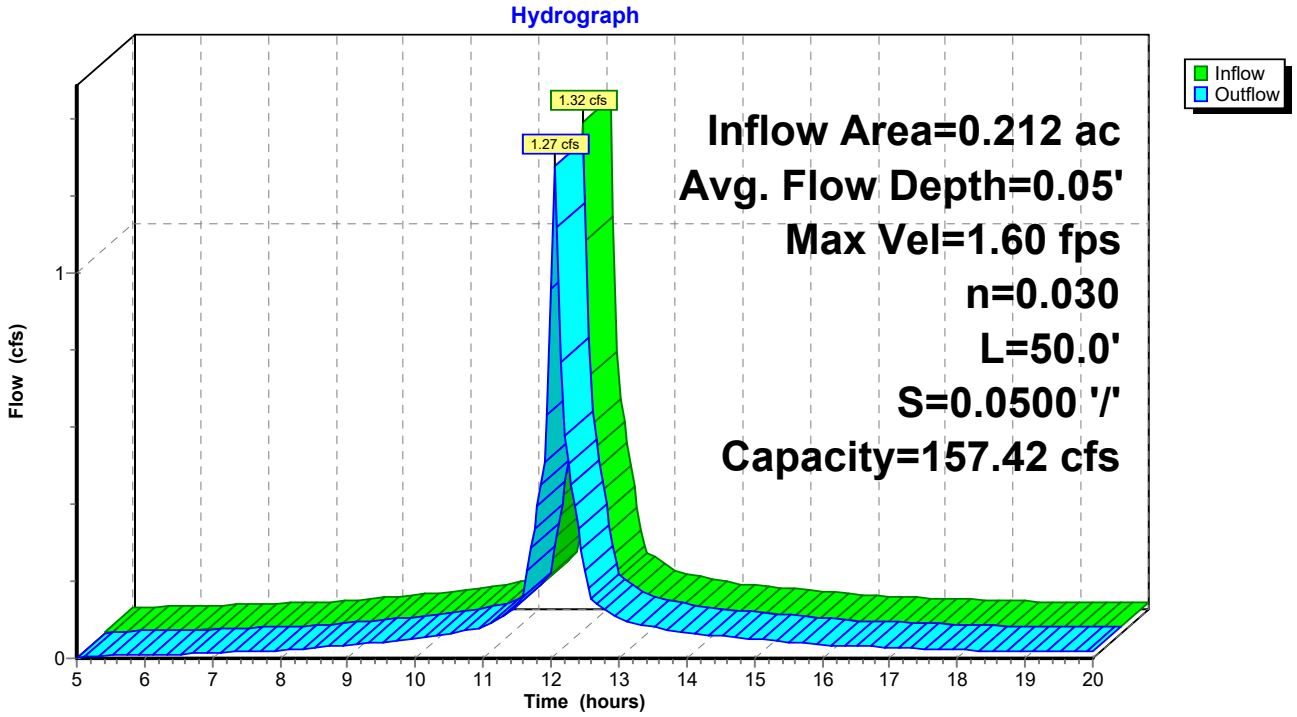
Inflow Area = 0.212 ac, 73.72% Impervious, Inflow Depth > 4.97" for 25 YEAR event
Inflow = 1.32 cfs @ 12.05 hrs, Volume= 0.088 af
Outflow = 1.27 cfs @ 12.06 hrs, Volume= 0.088 af, Atten= 4%, Lag= 0.7 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Max. Velocity= 1.60 fps, Min. Travel Time= 0.5 min
Avg. Velocity = 0.56 fps, Avg. Travel Time= 1.5 min

Peak Storage= 41 cf @ 12.05 hrs
Average Depth at Peak Storage= 0.05'
Bank-Full Depth= 1.00' Flow Area= 15.3 sf, Capacity= 157.42 cfs

15.00' x 1.00' deep channel, n= 0.030 Short grass
Side Slope Z-value= 0.3 '/' Top Width= 15.60'
Length= 50.0' Slope= 0.0500 '/'
Inlet Invert= 0.00', Outlet Invert= -2.50'

Reach 2R: REACH 2



Summary for Reach 3R: REACH 3

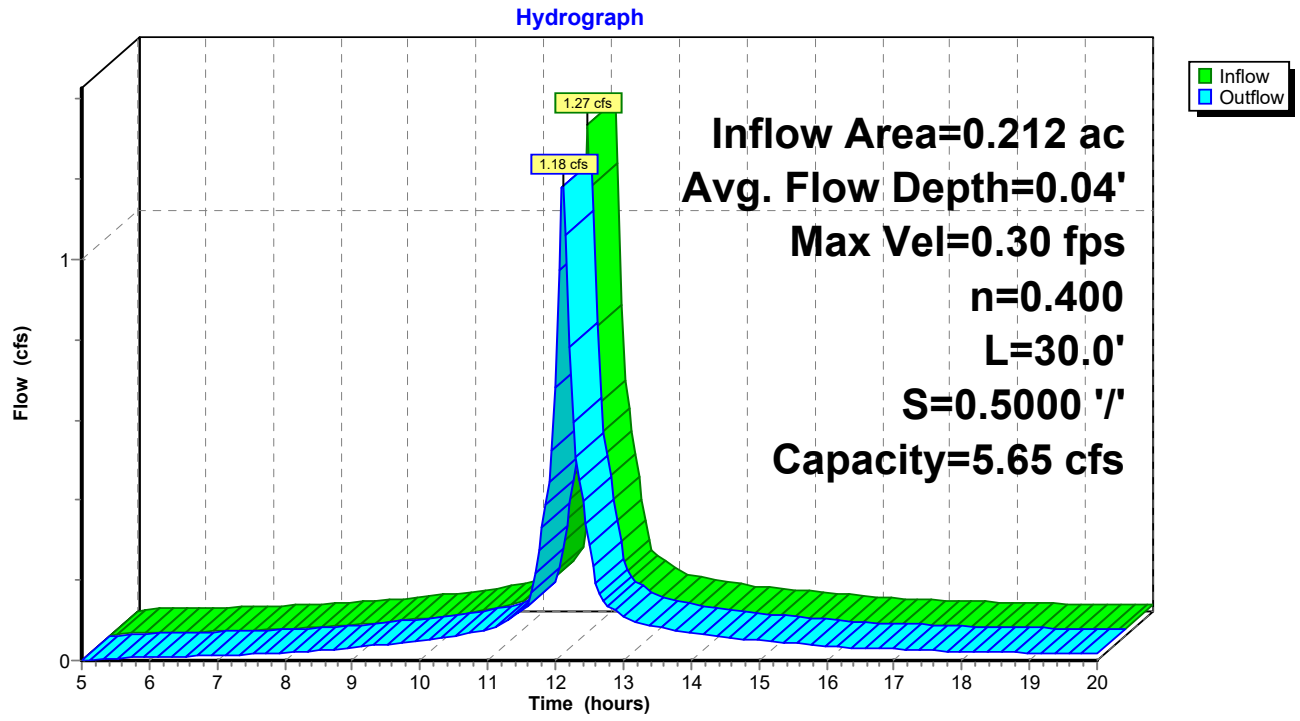
[65] Warning: Inlet elevation not specified

Inflow Area = 0.212 ac, 73.72% Impervious, Inflow Depth > 4.97" for 25 YEAR event
Inflow = 1.27 cfs @ 12.06 hrs, Volume= 0.088 af
Outflow = 1.18 cfs @ 12.11 hrs, Volume= 0.088 af, Atten= 7%, Lag= 2.9 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Max. Velocity= 0.30 fps, Min. Travel Time= 1.6 min
Avg. Velocity = 0.08 fps, Avg. Travel Time= 6.1 min

Peak Storage= 120 cf @ 12.08 hrs
Average Depth at Peak Storage= 0.04'
Bank-Full Depth= 0.10' Flow Area= 10.0 sf, Capacity= 5.65 cfs

100.00' x 0.10' deep channel, n= 0.400 Sheet flow: Woods+light brush
Side Slope Z-value= 0.1 '/' Top Width= 100.02'
Length= 30.0' Slope= 0.5000 '/'
Inlet Invert= 0.00', Outlet Invert= -15.00'



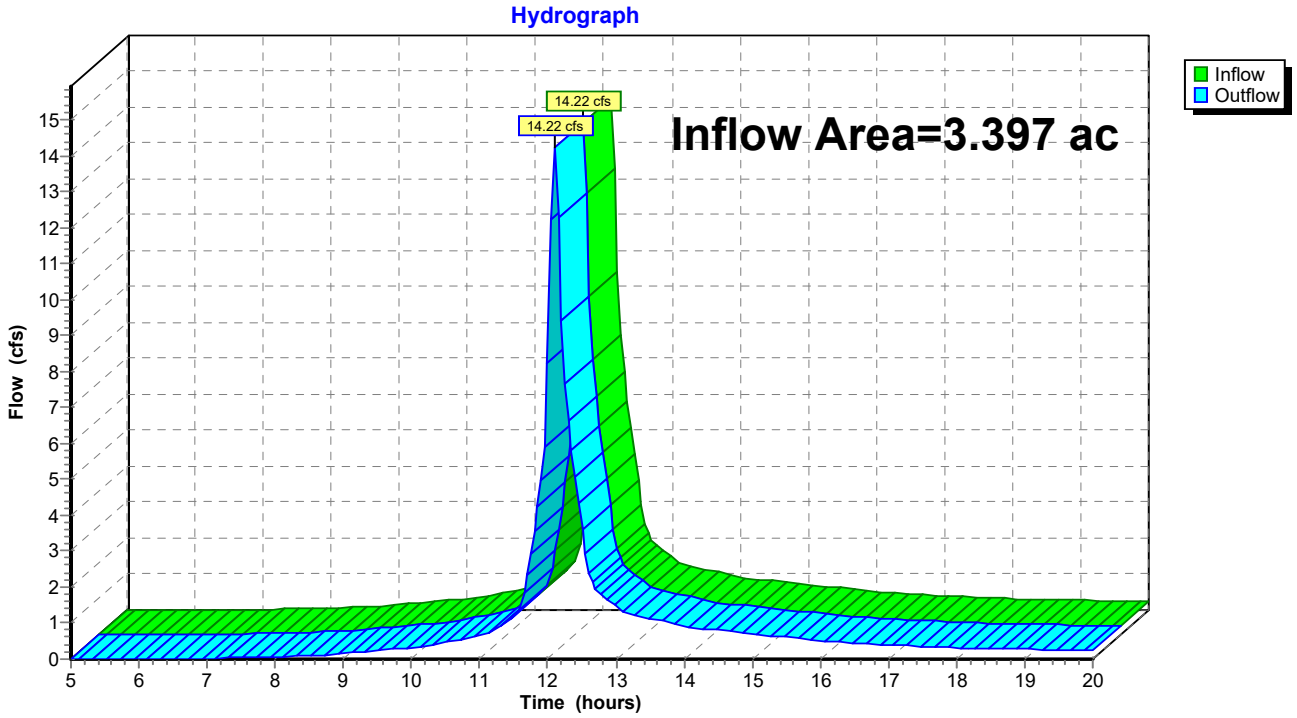
Summary for Reach SP1: SUMMATION POINT 1

[40] Hint: Not Described (Outflow=Inflow)

Inflow Area = 3.397 ac, 27.79% Impervious, Inflow Depth > 3.52" for 25 YEAR event
Inflow = 14.22 cfs @ 12.10 hrs, Volume= 0.997 af
Outflow = 14.22 cfs @ 12.10 hrs, Volume= 0.997 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Reach SP1: SUMMATION POINT 1



Summary for Pond CB1: CB1

[57] Hint: Peaked at 71.80' (Flood elevation advised)

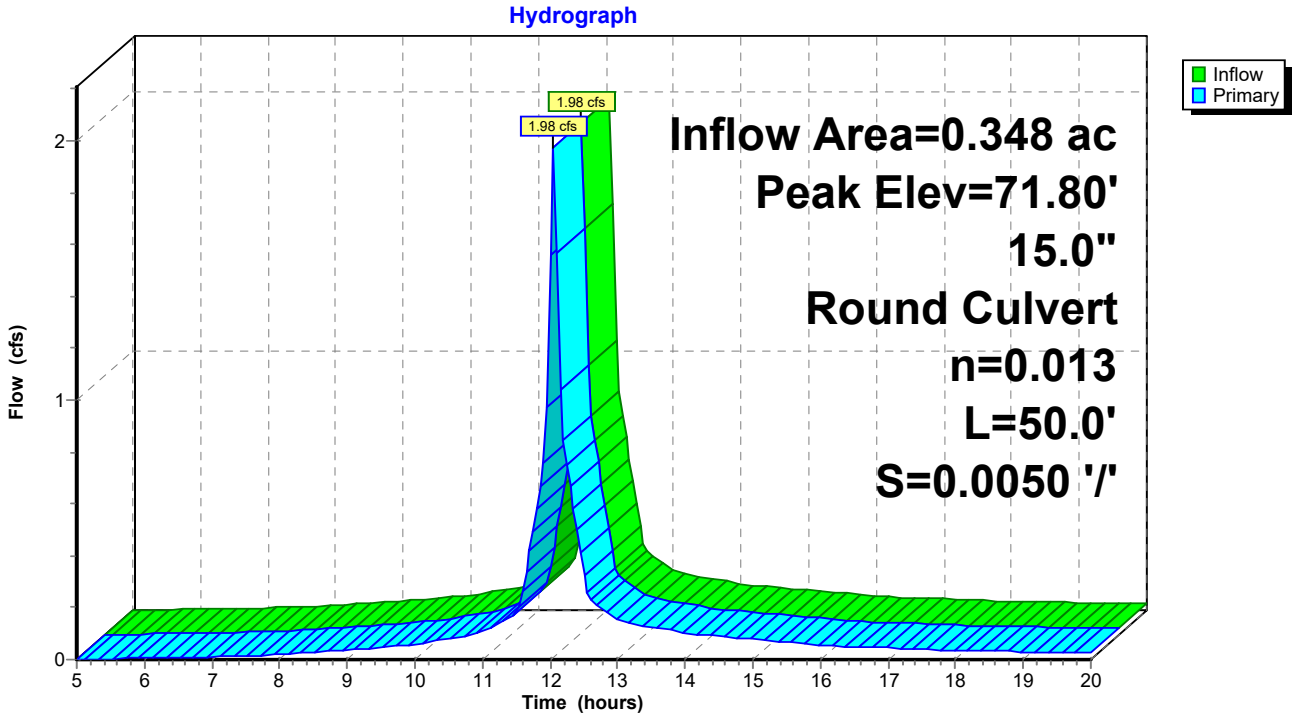
Inflow Area = 0.348 ac, 51.07% Impervious, Inflow Depth > 4.34" for 25 YEAR event
Inflow = 1.98 cfs @ 12.05 hrs, Volume= 0.126 af
Outflow = 1.98 cfs @ 12.05 hrs, Volume= 0.126 af, Atten= 0%, Lag= 0.0 min
Primary = 1.98 cfs @ 12.05 hrs, Volume= 0.126 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 71.80' @ 12.05 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	70.95'	**15.0" Round Culvert** L= 50.0' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 70.95' / 70.70' S= 0.0050 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 1.23 sf

Primary OutFlow Max=1.97 cfs @ 12.05 hrs HW=71.80' (Free Discharge)
1=Culvert (Barrel Controls 1.97 cfs @ 3.13 fps)

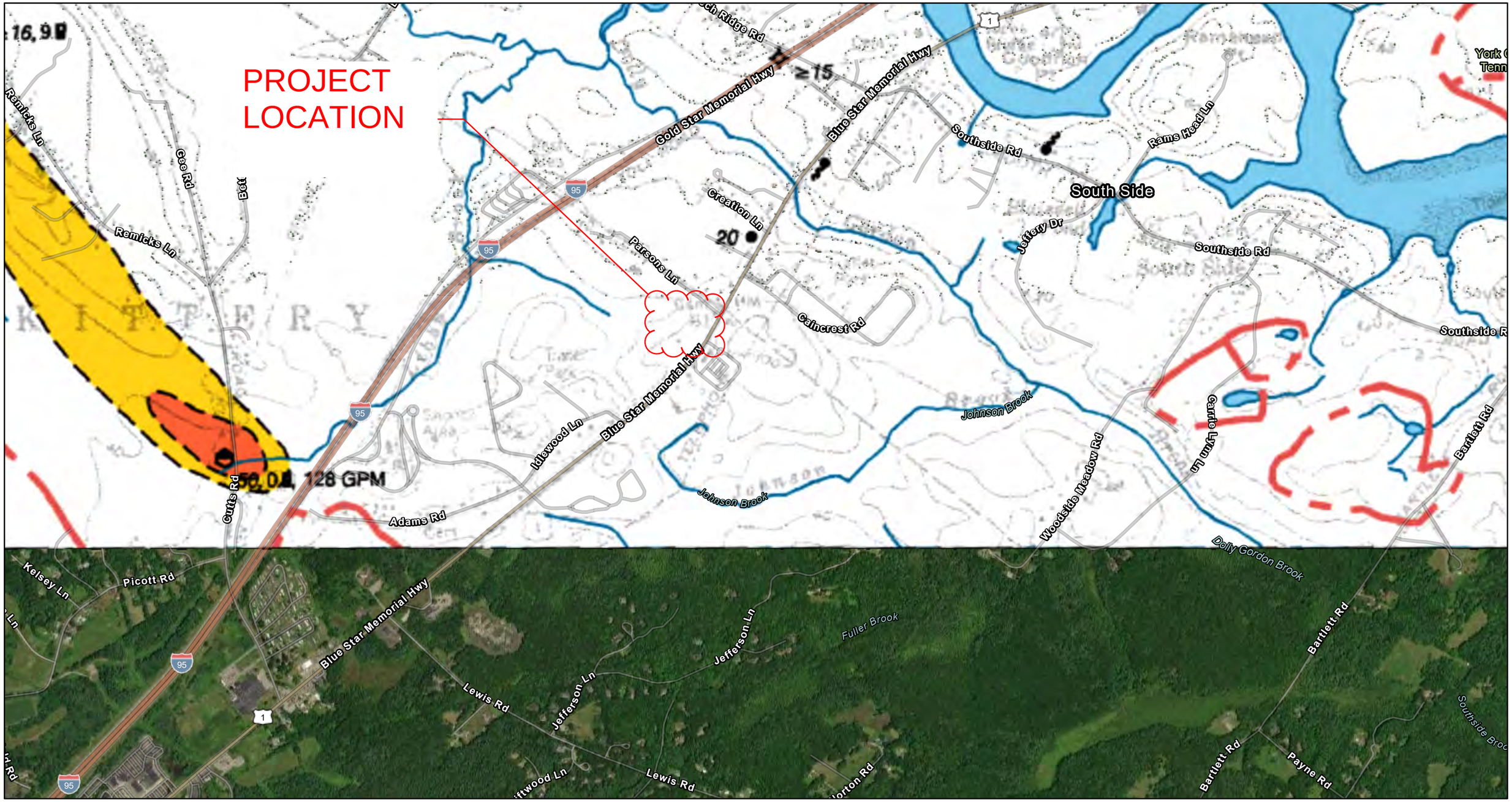
Pond CB1: CB1



APPENDIX E

SIGNIFICANT SAND AND GRAVEL AQUIFER MAP

Aquifers 24K



7/7/2021, 1:15:39 PM

Image

- Red: Band_1
- Green: Band_2
- Blue: Band_3

1:18,056

0 0.15 0.3 0.6 mi

0 0.25 0.5 1 km

Esri Community Maps Contributors, Town of York, Esri Canada, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Maine Geological Survey, Maxar

Maine Geological Survey

APPENDIX F

FEMA FLOOD HAZARD MAP

95.

rogram, at (800) 638-6620.

PROJECT LOCATION

CORPORATE LIMITS

ZONE B

ZONE A2
(EL 9)

Libby Brook

ZONE B

95

TURNPIKE

ZONE C

ZONE A

ZONE C

1

HIGHWAY

ZONE C

ZONE A

Johnson

ZONE A

MAINE

MEMORIAL

STAR

BLUE

ACCESS

ROAD

Libby Brook

ZONE A

ZONE C

ROAD

ZONE A

ZONE A

ZONE A

Fields Brook

APPROXIMATE SCALE

400 0 400 FEET

NATIONAL FLOOD INSURANCE PROGRAM

FIRM

FLOOD INSURANCE RATE MAP

TOWN OF
KITTERY, MAINE
YORK COUNTY

PANEL 1 OF 10
(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER
230171 0001 C

EFFECTIVE DATE:
JULY 5, 1984

Federal Emergency Management Agency

APPENDIX G

EROSION CONTROL PLAN

APPENDIX G

EROSION AND SEDIMENTATION CONTROL PLAN

A. Narrative. The proposed construction will require the implementation of temporary and permanent erosion control measures. These measures will be implemented in accordance with the Maine Erosion and Sediment Control Best Management Practices (BMPs) Manual, prior to removal of any on-site vegetation or disturbance of any on-site soil. The general erosion and sediment control specifications and details, as provided within this section, are intended to describe measures to be used by contractors working on the site to maintain compliance with the standards established in the BMPs. These standards include information on temporary and permanent erosion control measures, rates of seeding and applied mulch, slope and soil stabilization, effect of construction schedule, and other details.

   The proposed location and use of erosion control measures on-site are shown on the Proposed Site Plan included in this application. There are no known existing erosion control concerns with the site. Implementation of proper erosion control measures will be required by site conditions to confine sediment and debris within the limit of soil disturbance. Proper use and maintenance of erosion control measures will provide protection against off-site transport of sediment and discharge of sediment to undisturbed areas of the development.

B. Completion Date. Spring 2022

C. Site Features. For site features please refer to the enclosed plan.

D. Temporary and Permanent Erosion Control Measures. For temporary and permanent erosion control measures please refer to the enclosed plan.

E. Limits of Disturbed Areas. Areas of disturbance will be limited to the proposed work shown on the enclosed plan.

F. Design Drawings and Specifications. For design drawings please refer to the enclosed plan. The following specifications will be utilized by the site contractor during construction of the project.

EROSION CONTROL PLAN SPECIFICATIONS

A. General

1. All work and measures will be as per the Maine Erosion and Sediment Control BMPs manual.

2. The following specifications will be employed.

B. Prior to Construction

1. Prior to beginning of construction, erosion and sedimentation controls shall be in place.

C. During Construction

1. Exposed soil surfaces will be treated immediately if they are to remain ungraded more than 30 days, or if they are at final grades.

2. Drainage ways, either designed or incidental, will have filter barriers installed.

3. All work and materials necessary to minimize sediment loss from the site will be provided.

4. All erosion control measures will be inspected and repaired after every rainfall greater than ½-inch and at least daily during rain events lasting longer than 24 hours.

D. Post Construction

1. Erosion control measures will be maintained until permanent soil stabilization has been achieved with a growth of vegetation greater than 90%.

PART 1 - GENERAL

1.01 Description of Work

A. Provide and maintain devices to control erosion, siltation, sedimentation, and dust that occur during construction operations. Undertake every reasonable precaution and do whatever is necessary to avoid erosion of soil and to prevent silting of wetland areas and drainage ditches.

B. Provide measures to control dust caused whether on or off the project site.

C. Deficiencies in erosion control measures indicated by failures or erosion will be corrected as soon as reasonably possible by providing additional measures or different techniques to correct the situation and prevent subsequent erosion.

D. Exposure of soils on embankments, excavations, and graded areas will be kept as short as possible. Initiate seeding and other erosion control practices as soon as reasonably possible.

1.02 Quality Assurance

A. Conform to all requirements of applicable Federal, State and local permits and conform to the recommendations of the Maine Erosion and Sediment Control BMPs (see Part B below) whether the measures are specifically noted herein, or not.

B. Standards: Maine Erosion and Sediment Control BMPs Manual, hereinafter called Erosion Control Handbook.

PART 2 - PRODUCTS

2.01 Materials: Use the following materials to implement and construct erosion control measures.

A. Hay Bale: Rectangular shaped bales of hay or straw weighting at least 40 pounds per bale; free from noxious weed seeds and rough or woody materials.

B. Mulch: Type and use as specified by the Erosion Control Handbook

1. Long fibered hay or straw in dry condition and which are relatively free of weeds and foreign matter detrimental to plant life.

2. Mulch netting: Plastic or nylon mesh netting with approximate openings of ¼-inch to 1-inch.

C. Permanent Seeding: Cut and fill slopes and disturbed areas will be stabilized as follows:

1. Four inches of loam will be spread over disturbed areas and smoothed to a uniform surface.

2. In lieu of tests, agricultural limestone will be spread at the rate of three tons per acre. 10-20-20 fertilizer will follow at the rate of 800 lbs. per acre. These two soil additives will be incorporated into the soil prior to seeding.

3. Following seed bed preparation, back slopes will be seeded to a mixture of 83% creeping red fescue, and 17% rye grass. Seeding rate is 3 lbs. per 1,000 square feet. Lawn quality sod may be substituted for seed.

4. Hay mulch at the rate of 90 lbs. per 1,000 square feet of a hydro-application of asphalt, wood, or paper fiber will be applied following seeding. A suitable binder such as curason or terrtack will be used on hay mulch for wind control.

5. If final seeding of the disturbed areas is not completed by September 15th of the year of the construction, then on that date these areas will be graded and a cover crop of rye at the rate of 112 lbs/acre or 3 lbs/1,000 sq. ft. will be applied. The rye seeding will be preceded by an application of 3 tons of lime and 800 lbs. of 10-20-20 fertilizer or its equivalent and covered by a layer of jute mat to aide in stabilization.

PART 3 - EXECUTION

3.01 Construction

A. Hay Bales:

1. Install as directed by Erosion Control Handbook, and stake with required stakes.

B. Mulch:

1. Undertake after each area has been properly prepared.

2. When seed for erosion control is sown prior to placing the mulch, place mulch on the seeded areas within 48 hours after seeding.

3. Blowing chopped mulch will be permitted.

4. Hay mulch should cover the ground enough to shade it, but the mulch should not be so thick that a person standing cannot see the ground through the mulch.

5. Remove matted mulch or bunches.

C. Temporary Erosion Control Matting (where necessary):

1. Surface Preparation:
   a. Conform to grades for slopes and ditches shown of the drawings.
   b. Finish to a smooth and even condition with all debris, roots, stones, and lumps raked out and removed.
   c. Loosen soil surface to permit bedding of the matting.
   d. Unless otherwise directed, apply seed prior to placement.

2. Installation:
   a. Place strips lengthwise in the direction of the flow of water.
   b. Where strips are laid parallel or meet as in a tee, overlap at least four inches.
   c. Overlap ends at least six inches in a shingle fashion.
   d. The up-slope end of each strip of the matting will be turned down and buried to a depth of not less than six inches with the soil firmly tamped against it.
   e. Build check slots at right angles to the direction of the flow of water. Space so that one check slot or one end occurs within each 50 feet of slope length. Construct by placing a tight fold of the matting at least six inches vertically into the ground and tamp the same as up-slope ends.
   f. Bury edges of matting around the edges of the catch basins and other structures.
   g. Where determined by the Engineers, additional seed will be spread over matting, particularly at those locations disturbed by building the slots. Matting will then be pressed onto the ground with a light lawn roller or by other satisfactory means.

h. Drive staples vertically into the ground flush with the surface.
i. On slopes flatter than 4:1, space staples not more than three feet and one row, alternately spaced, down the center.
j. On grades 4:1 or steeper, place in the same three rows, but spaced two feet apart.
k. On all overlapping or butting edges, double the number of staples, with the spacing halved; all ends of the matting and all required check slots will likewise have staples spaced every foot.

D. Permanent Seeding:

1. Seed with appropriate seeds and application rates as noted in Section 2.01C.

2. Mulch areas where seeding has been applied. Do not mulch seeded areas where matting will be immediately installed.

E. Topsoil Storage:

1. Topsoil which is stockpiled on the site for use in loam applications will be placed out of natural drainages, in piles that have side slopes of 2:1 to 1.5:1.

2. A trench (depth as required) will be constructed around the base of the pile to prevent eroding soil from washing into drainages.

F. Dust Control: Utilize the application of sprinkled water to reduce the emission of airborne soil particulates from the Project site.

G. Temporary Berms: Construct temporary barriers along the toe of embankments using side drains as necessary.

H. Temporary Basins: Construct temporary sedimentation basins adequate to avoid siltation of surface water bodies.

I. Other Temporary Measures:

1. Type and use will be as specified in the Erosion Control Handbook.

J. Winter Stabilization Notes

1. At this time, it is not expected that significant soil disturbance will occur during winter months or periods of heavy icing. If construction is performed during

these times, the following construction practices will be followed.

a. All disturbed areas not stabilized with stone or other measures will have approved erosion control matting installed and be dormant seeded.
b. No frozen soil material or material containing significant snow or ice will be used for fill material.
c. All material stockpiles will have silt fence and/or hay bales installed downgradient of piles.
d. Follow general erosion control notes described previously wherever possible and as conditions permit.

3.02 Maintenance

A. Inspect erosion control practices immediately after each rainfall greater than ½-inch and at least daily during rainfall lasting longer than 24 hours or snowmelt for damage. Provide maintenance and make appropriate repairs or replacement.

B. Remove silt from around hay bales when it has reached one foot above grade or prior to expected heavy runoff or siltation.

C. Repair matting if any staples become loosened or raised, or if any matting becomes loose, torn, or undermined, make satisfactory repairs immediately.

3.03 Removal of Temporary Erosion Control

A. Remove temporary materials and devices when permanent soil stabilization has been substantially achieved. For vegetated areas, substantially complete means 95% vegetated cover has been established.

B. Level and grade to the extent required to present a sightly appearance and to prevent any obstruction of the flow of water or any other interference with the operation of or access to the permanent works.

C. Remove unsuitable materials from site and dispose of in a lawful manner.

INSPECTION AND MAINTENANCE

The following Maintenance Plan will be employed for this facility. GCS Enterprises, LLC will be responsible for all maintenance. Erosion control measures for this site were designed by:

Sean Thies, P.E.
Haley Ward, Inc.
One Merchants Plaza
Bangor, Maine 04401
(207) 989-4824
sthies@haleyward.com

A Pre- and Post-Construction Maintenance Plan for the stormwater management system and erosion control measures are included in this section.

MAINTENANCE PLAN

The MDEP's Stormwater Management for Maine: Best Management Practices (2006), and the MDEP's Chapter 500: Stormwater Management were used as guidelines in the development of this Maintenance Plan. General maintenance requirements are listed below.

A. DURING CONSTRUCTION

The general contractor will be responsible for the inspection and maintenance of all stormwater management system components during construction.

Inspection: Inspection of disturbed and impervious areas, erosion control measures, materials' storage areas that are exposed to precipitation, and locations where vehicles enter or exit the site will be performed at least once a week as well as before and after a storm event, and prior to completing permanent stabilization measures. Inspections shall be conducted by a person with knowledge of erosion and stormwater control, including the standards and conditions in the permit.

Maintenance: All erosion control measures will be kept in effective operating condition until areas are permanently stabilized. If BMPs need to be maintained or modified, additional BMPs are necessary, or other corrective action is needed, implementation will be completed within 7 calendar days and prior to any rainfall event.

Documentation: A log shall be kept summarizing the inspections and any corrective action taken. A copy of the log is provided at the end of this section, and is titled, Construction Inspection Log.

B. POST-CONSTRUCTION

The Owner or their assigns will be responsible for the inspection and maintenance of all stormwater management system components.

Inspection and Corrective Action

1. Vegetated Areas: Inspections and maintenance of vegetated areas will be performed early in the growing season or after significant rainfall to identify any erosion problems. Areas where erosion is evident will be covered with an appropriate lining, or erosive flows will be diverted to an area able to handle the flows. Any bare areas or areas with sparse growth will be replanted.

2. Ditches, Swales, and Culverts: Inspections and maintenance of ditches, culverts, and swales will be performed in the Spring, late Fall, and after rain events greater than 1-inch in depth to remove any obstructions to flow, to remove any accumulated sediments within the structures, and to repair any erosion of channel linings, check dams, inlet protection, or outlet protection. Vegetated ditches and swales must be mowed no more than twice per year and cut no less than 6-inch in height.

3. Inspection: shall be performed by an individual with experience and/or training on the maintenance and functions of these devices.

4. Documentation: A log will be kept summarizing the inspections, maintenance, and any corrective action taken. A copy of the log is provided at the end of this section, and is titled, BMP Inspection Log.

5. Recertification requirement: Within three months of the expiration of each five-year interval from the date of issuance of the permit, the permittee shall certify the following to the department.

    A. All areas of the project site have been inspected for areas of erosion, and appropriate steps have been taken to permanently stabilize these areas.

    B. All aspects of the stormwater control system have been inspected for damage, wear, and malfunction, and appropriate steps have been taken to repair or replace the facilities.

    C. The erosion and stormwater maintenance plan for the site is being implemented as written, or modifications to the plan have been submitted to and approved by the department, and the maintenance log is being maintained.

HOUSEKEEPING

1. Spill Prevention - During construction, controls will be used to prevent pollutants from being discharged from materials on site, including storage practices to minimize exposure of the materials to stormwater, and appropriate spill prevention, containment, and response planning and implementation.

2. Groundwater Protection - During construction, liquid petroleum products and other hazardous materials with the potential to contaminate groundwater will not be stored or handled in areas of the site draining to an infiltration area. Dikes, berms, sumps, and other forms of secondary containment that prevent discharge to groundwater may be used to isolate portions of the site for the purposes of storage and handling of these materials.

3. Fugitive Sediment and Dust - Actions will be taken to ensure that activities do not result in noticeable erosion of soils or fugitive dust emissions during or after construction. Oil will not be used for dust control. Water will be used for dust control during construction.

   Operations during wet months that cause mud to be tracked off the site onto public roads will provide sweeping of the road areas at least once per week and prior to significant storm events.

4. Debris and Other Materials - Litter, construction debris, and chemicals exposed to stormwater will be prevented from becoming a pollutant source. The nature of this development will not cause problems related to debris and other materials.

5. Trench or Foundation De-Watering - If de-watering is necessary, the collected water will be removed from the ponded area and spread through natural wooded buffers or discharged into a construction sedimentation basin. The water will not be allowed to flow over disturbed areas to the site.

KITTERY AROMA JOE'S

CONSTRUCTION INSPECTION LOG

Inspection Date	Inspector (Name and Qualifications)	Major Observations	Work Performed

Notes

1) Major Observations include the operation and maintenance of erosion and sedimentation controls, materials storage areas, and vehicle access points to the parcel. Major Observations must include BMPs that need maintenance, BMPs that failed to operate as designed or proved inadequate for a particular location, and locations(s) where additional BMPs are needed. For each BMP requiring maintenance, BMP needing replacement, and location needing additional BMPs, note in the log the corrective action taken and when it was taken.

2) Work Performed will include a description of the corrective action taken, the date the corrective action was taken, and the name and qualifications of the person taking the corrective actions

3) The log must be made accessible to MDEP staff and a copy must be provided upon request.

4) The permittee shall retain a copy of the log for a period of at least three years from the completion of permanent stabilization.

KITTERY AROMA JOE'S
BMP INSPECTION LOG

Date	Inspector (Name and Qualifications)	ID Number	BMP Structure	Work Performed	Comments

Notes

1) If a maintenance task requires the clean-out of any sediments or debris, indicate where the sediment and debris was disposed after removal.
2) BMP structures shall be numbered sequentially and located on attached site map.
3) The log must be made accessible to MDEP staff and a copy must be provided upon request.
4) The permittee shall retain a copy of the log for a period of at least five years from the completion of permanent stabilization.

INSPECTION AND MAINTENANCE PLAN FOR STORMWATER MANAGEMENT STRUCTURES (BMPS)		
	INSPECTION SCHEDULE	CORRECTIVE ACTIONS
VEGETATED AREAS	Annually early spring and after heavy rains	Inspect all slopes and embankments and replant areas of bare soil or with sparse growth
		Armor rill erosion areas with riprap or divert the runoff to a stable area
		Inspect and repair down-slope of all spreaders and turn-outs for erosion
		Mow vegetation as specified for the area
DITCHES, SWALES AND OPEN STORMWATER CHANNELS	Annually spring and late fall and after heavy rains	Remove obstructions, sediments or debris from ditches, swales and other open channels
		Repair any erosion of the ditch lining
		Mow vegetated ditches
		Remove woody vegetation growing through riprap
		Repair any slumping side slopes
		Repair riprap where underlying filter fabric or gravel is showing or if stones have dislodged
CULVERTS	Spring and late fall and after heavy rains	Remove accumulated sediments and debris at the inlet, outlet, or within the conduit
		Remove any obstruction to flow
		Repair any erosion damage at the culvert's inlet and outlet
CATCHBASINS	Annually in the spring	Remove sediments and debris from the bottom of the basin and inlet grates
		Remove floating debris and oils (using oil absorptive pads) from any trap
ROADWAYS AND PARKING AREAS	Annually in the spring or as needed	Clear and remove accumulated winter sand in parking lots and along roadways
		Sweep pavement to remove sediment
		Grade road shoulders and remove accumulated winter sand
		Grade gravel roads and gravel shoulders
		Clean-out the sediment within water bars or open-top culverts
		Ensure that stormwater runoff is not impeded by false ditches of sediment in the shoulder
RESOURCE AND TREATEMENT BUFFERS	Annually in the spring	Inspect buffers for evidence of erosion, concentrated flow, or encroachment by development
		Manage the buffer's vegetation with the requirements in any deed restrictions
		Repair any sign of erosion within a buffer
		Inspect and repair down-slope of all spreaders and turn-outs for erosion
		Install more level spreaders, or ditch turn-outs if needed for a better distribution of flow
		Clean-out any accumulation of sediment within the spreader bays or turnout pools
		Mow non-wooded buffers no shorter than six inches and less than three times per year
WETPONDS AND DETENTION BASINS	Annually in fall and after heavy rains	Inspect the embankments for settlement, slope erosion, piping, and slumping
		Mow the embankment to control woody vegetation
		Inspect the outlet structure for broken seals, obstructed orifices, and plugged trash racks
		Remove and dispose of sediments and debris within the control structure
		Repair any damage to trash racks or debris guards
		Replace any dislodged stone in riprap spillways
		Remove and dispose of accumulated sediments within the impoundment and forebay
FILTRATION AND INFILTRATION BASINS	Annually in the spring and late fall	Clean the basin of debris, sediment and hydrocarbons
		Provide for the removal and disposal of accumulated sediments within the basin
		Renew the basin media if it fails to drain within 72 hours after a one inch rainfall event
		Till, seed and mulch the basin if vegetation is sparse
		Repair riprap where underlying filter fabric or gravel is showing or where stones have dislodged
PROPRIETARY DEVICES	As specified by manufacturer	Contract with a third-party for inspection and maintenance
		Follow the manufacturer's plan for cleaning of devices
OTHER PRACTICES	As specified for devices	Contact the department for appropriate inspection and maintenance requirements for other drainage control and runoff treatment measures.

APPENDIX H

AGENCY CORRESPONDENCE

Maine Natural Areas Program
Maine Department of Inland Fisheries and Wildlife
Maine Historic Preservation Commission

HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING
FORMERLY: CES INC

August 17, 2021

Maine Historic Preservation Commission
Attn: Ms. Megan Rideout
55 Capitol Street
65 State House Station
Augusta, ME 04333-0065
Megan.M.Rideout@maine.gov

Re: GCS Enterprises LLC | **Aroma Joe's** | Kittery, ME

Dear Ms. Rideout:

GCS Enterprises LLC is currently preparing a Town of Kittery Site Plan Review Application for the construction of an Aroma Joe's restaurant in Kittery, Maine. The project is located on the on the west side of US Route 1, just south of the York town line, Tax Map 66 Lot 26. The project area is currently a vacant gravel pad. The proposed project will include the restaurant building and associated driveway and parking areas.

Per permitting requirements, we are submitting this request to your office to determine if any historical sites of concern are located within the project area. A photolog showing existing structures within the vicinity of the project area has been provided. Any response can be forwarded to our office located at One Merchants Plaza, Suite 701, Bangor, ME 04401 or by email at dolehowski@haleyward.com.

Thank you for your assistance in this matter.

Sincerely,
Haley Ward, Inc.

Drew Olehowski, P.E.
Civil Engineer

DJO/cmc
Enc.

One Merchants Plaza, Suite 701, Bangor, ME 04401
T: 207.989.4824 | HALEYWARD.COM


Untitled Map
Write a description for your map.
Legend
PHOTO #1
PROJECT AREA
PHOTO #2
PHOTO #4
PHOTO #3
N
800 ft
Google Earth

GCS ENTERPRISES LLC
KITTERY AROMA JOE'S

Photo No. 1	
Photo Date: June, 2019	
Site Location: US Route 1, Kittery, ME	
Description: Existing Structure	
Photo By: Google Maps	

Photo No. 2	
Photo Date: June, 2019	
Site Location: US Route 1, Kittery, ME	
Description: Existing Structure	
Photo By: Google Maps	

Photo No. 3	
Photo Date: June, 2019	
Site Location: US Route 1, Kittery, ME	
Description: Existing Structure	
Photo By: Google Maps	

Photo No. 4	
Photo Date: June, 2019	
Site Location: US Route 1, Kittery, ME	
Description: Existing Structure	
Photo By: Google Maps	

HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING
FORMERLY: CES INC

August 17, 2021

Maine Natural Areas Program
Attn: Ms. Lisa St. Hilaire, Information Manager
177 State House Station
Augusta, ME 04333-177
Lisa.St.Hilaire@maine.gov

Re: GCS Enterprises LLC | **Aroma Joe's** | Kittery, ME

Dear Ms. St. Hilaire,

GCS Enterprises LLC is currently preparing a Town of Kittery Site Plan Review Application for the construction of an Aroma Joe's restaurant in Kittery, Maine. The project is located on the on the west side of US Route 1, just south of the York town line, Tax Map 66 Lot 26. The project area is currently a vacant gravel pad. The proposed project will include the restaurant building and associated driveway and parking areas.

Per permitting requirements, we are submitting this request to your office to determine if there are any potential unusual natural areas located at the site or in the immediate surroundings. Any response can be forwarded to our office located at One Merchants Plaza, Suite 701, Bangor, ME 04401 or by email at dolehowski@haleyward.com.

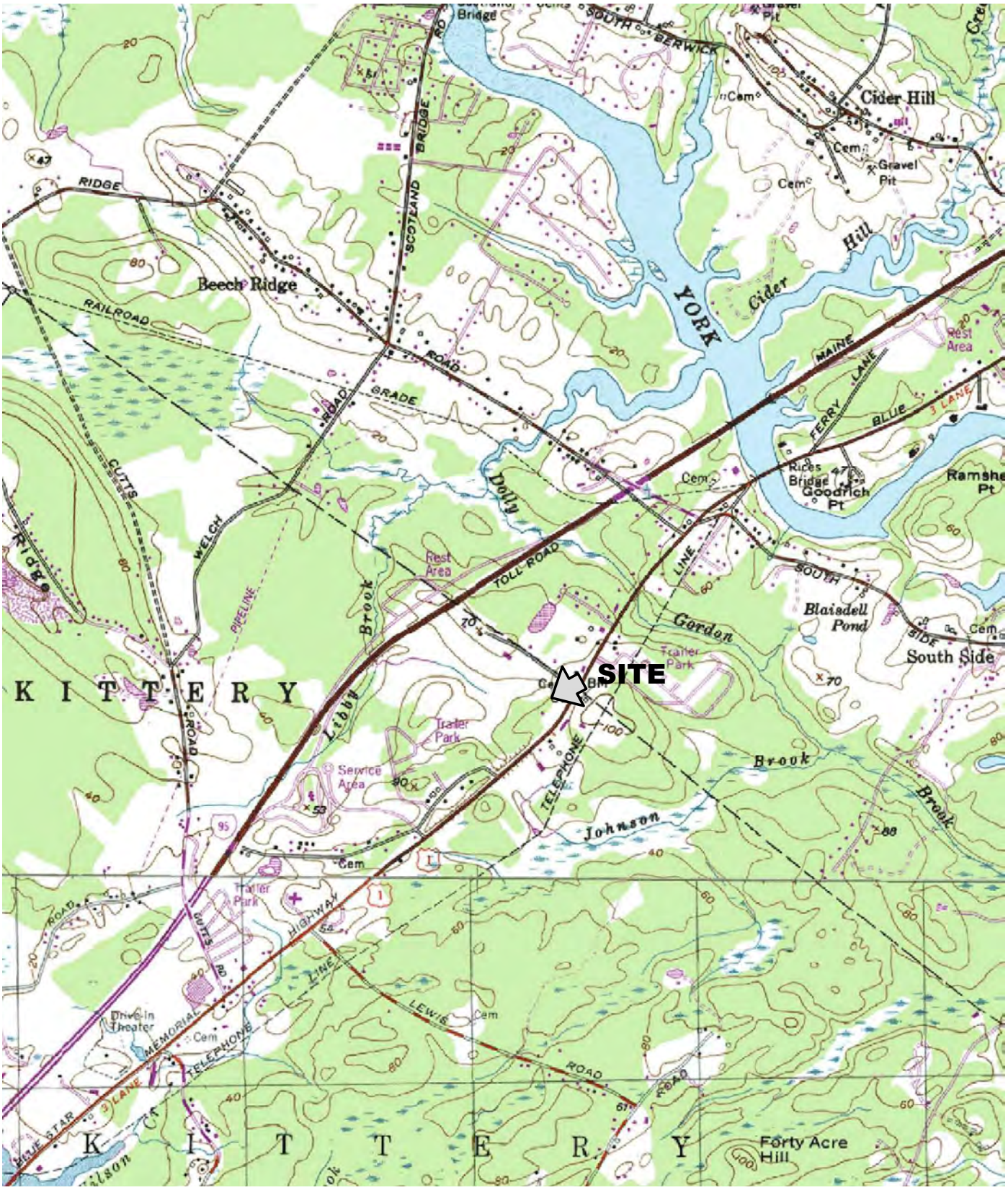
Thank you for your assistance in this matter.

Sincerely,
Haley Ward, Inc.

Drew Olehowski, P.E.
Civil Engineer

DJO/cmc
Enc.

One Merchants Plaza, Suite 701, Bangor, ME 04401
T: 207.989.4824 | HALEYWARD.COM



SOURCE:
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YORK HARBOR
@ 1:24,000

HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING

AROMA JOE'S
ROUTE 1, KITTERY, MAINE
LOCATION MAP

2021.07.27
13522.001

HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING
FORMERLY: CES INC

August 17, 2021

Maine Department of Inland Fisheries and Wildlife
Attn: Mr. John Perry
284 State Street
Augusta, ME 04333-0041
IFWEnvironmentalreview@maine.gov

Re: GCS Enterprises LLC | **Aroma Joe's** | Kittery, ME

Dear Mr. Perry:

GCS Enterprises LLC is currently preparing a Town of Kittery Site Plan Review Application for the construction of an Aroma Joe's restaurant in Kittery, Maine. The project is located on the on the west side of US Route 1, just south of the York town line, Tax Map 66 Lot 26. The project area is currently a vacant gravel pad. The proposed project will include the restaurant building and associated driveway and parking areas.

Per permitting requirements, we are submitting this request to your office to determine if there are any potential impacts to fisheries or wildlife habitats located at the site or in the immediate surroundings. Any response can be forwarded to our office located at One Merchants Plaza, Suite 701, Bangor, ME 04401 or by email at dolehowski@haleyward.com.

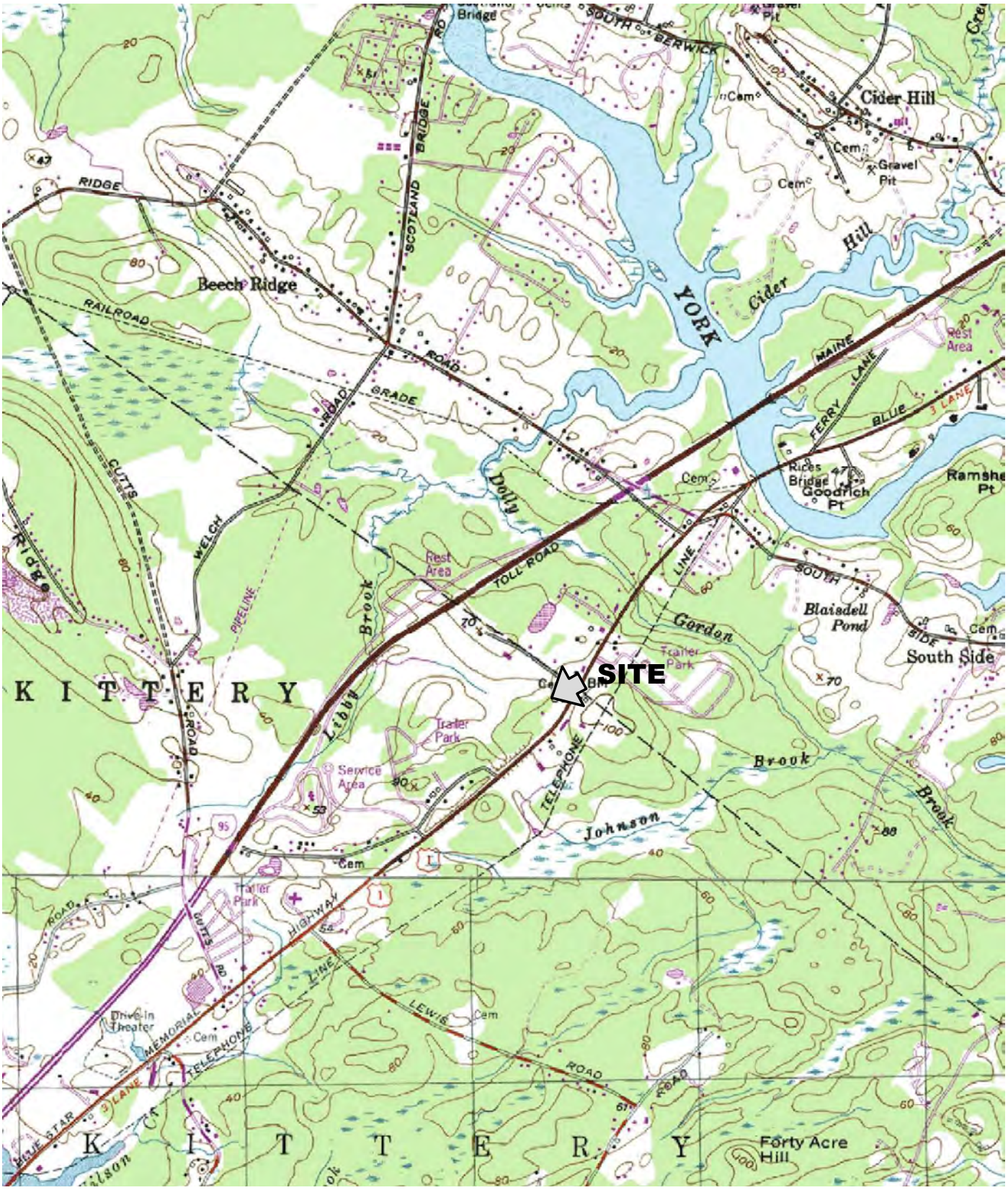
Thank you for your assistance in this matter.

Sincerely,
Haley Ward, Inc.

Drew Olehowski, P.E.
Civil Engineer

DJO/cmc
Enc.

One Merchants Plaza, Suite 701, Bangor, ME 04401
T: 207.989.4824 | HALEYWARD.COM



SOURCE:
U.S.G.S. TOPOGRAPHIC QUADRANGLE
YORK HARBOR
@ 1:24,000

HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING

AROMA JOE'S
ROUTE 1, KITTERY, MAINE
LOCATION MAP

2021.07.27
13522.001

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

JANET T. MILLS
GOVERNOR

AMANDA E. BEAL
COMMISSIONER

August 17, 2021

Drew Olehowski
Haley Ward
One Merchants Plaza, Suite 701
Bangor, ME 04401

Via email: dolehowski@haleyward.com

Re: Rare and exemplary botanical features in proximity to: #13522.001, GCS Enterprises LLC Aroma Joe's Restaurant, Kittery, Maine

Dear Mr. Olehowski:

I have searched the Maine Natural Areas Program's Biological and Conservation Data System files in response to your request received August 17, 2021 for information on the presence of rare or unique botanical features documented from the vicinity of the project in Kittery, Maine. Rare and unique botanical features include the habitat of rare, threatened, or endangered plant species and unique or exemplary natural communities. Our review involves examining maps, manual and computerized records, other sources of information such as scientific articles or published references, and the personal knowledge of staff or cooperating experts.

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

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

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

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

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

DEPARTMENT OF Agriculture Conservation & Forestry

PHONE: (207) 287-804490
WWW.MAINE.GOV/DACF/MNAP

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

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

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

Sincerely,

Lisa St. Hilaire

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

Rare and Exemplary Botanical Features within 4 miles of
Project: #13522.001, GCS Enterprises LLC, Aroma Joe's Restaurant, Kittery, Maine

Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
Allegheny Vine						
	E	S1	G4	2013-10-08	15	Rocky summits and outcrops (non-forested, upland),Dry barrens (partly forested, upland)
American Sea-blite						
	T	S2	G5	1905-08-18	6	Tidal wetland (non-forested, wetland)
	T	S2	G5	2014-07-30	11	Tidal wetland (non-forested, wetland)
Awned Sedge						
	T	S1	G5	2017-07-30	3	Coastal non-tidal wetland (non-forested, wetland)
Beach Plum						
	E	S1	G4	1941-09-05	16	Rocky coastal (non-forested, upland)
Bitternut Hickory						
	E	S1	G5	1995-02-02	1	Hardwood to mixed forest (forest, upland)
Blunt Mountain-mint						
	PE	SH	G5	1916-08-09	3	Hardwood to mixed forest (forest, upland)
Bottlebrush Grass						
	SC	S3	G5	2018-07-13	28	Hardwood to mixed forest (forest, upland)
Bulbous Bitter-cress						
	SC	S1	G5	2013-05-31	1	Forested Wetland
Central Hardwoods Oak Forest Ecosystem						
	<null>	S3	GNR	2015-08-12	1	<null>
Coast-blite Goosefoot						
	PE	SH	G5	1992-08-10	5	Tidal wetland (non-forested, wetland)
Coastal Dune-marsh Ecosystem						
	<null>	S3	GNR	2014-07-30	2	Tidal wetland (non-forested, wetland),Rocky coastal (non-forested,

Rare and Exemplary Botanical Features within 4 miles of
Project: #13522.001, GCS Enterprises LLC, Aroma Joe's Restaurant, Kittery, Maine

Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
						upland)
Dune Grassland						
	<null>	S2	G4?	1992-08-10	4	Rocky coastal (non-forested, upland)
Dwarf Glasswort						
	SC	S1	G5	2001-09-12	7	Tidal wetland (non-forested, wetland)
	SC	S1	G5	1905-08-18	1	Tidal wetland (non-forested, wetland)
	SC	S1	G5	2000-08-08	6	Tidal wetland (non-forested, wetland)
Eaton's Bur-marigold						
	SC	S2	G3	2011-09-06	28	Tidal wetland (non-forested, wetland)
Estuary Bur-marigold						
	SC	S3	G4	1936-07	10	Tidal wetland (non-forested, wetland)
Featherfoil						
	T	S1	G4	2016-06-08	10	Open water (non-forested, wetland),Forested wetland
	T	S1	G4	2017-06-21	13	Open water (non-forested, wetland),Forested wetland
	T	S1	G4	2017-05	12	Open water (non-forested, wetland),Forested wetland
Low Sedge Fen						
	<null>	S3	GNR	2013-06-28	18	Open wetland, not coastal nor rivershore (non-forested, wetland),Coastal non-tidal wetland (non-forested, wetland)
Mountain-laurel						
	SC	S2	G5	1993	29	Conifer forest (forest, upland),Hardwood to mixed forest (forest, upland)
Mudwort						
	SC	S3	G5	1984-08-21	6	Tidal wetland (non-forested, wetland)
Northern Blazing Star						
	T	S1	G5?T3	1922	7	Dry barrens (partly forested, upland)

Rare and Exemplary Botanical Features within 4 miles of
Project: #13522.001, GCS Enterprises LLC, Aroma Joe's Restaurant, Kittery, Maine

Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
Northern Wild Comfrey						
	E	S1	G5T4T5	2011-05-10	12	Forested wetland,Hardwood to mixed forest (forest, upland)
Oak - Hickory Forest						
	<null>	S1	G4G5	2013-06-28	2	Hardwood to mixed forest (forest, upland)
	<null>	S1	G4G5	2013-06-25	1	Hardwood to mixed forest (forest, upland)
Oak - Northern Hardwoods Forest						
	<null>	S5	GNR	2002-10-22	17	Hardwood to mixed forest (forest, upland)
Pale Green Orchis						
	SC	S2	G4?T4Q	1916-08-19	25	Non-tidal rivershore (non-forested, seasonally wet),Open wetland, not coastal nor rivershore (non-forested, wetland)
	SC	S2	G4?T4Q	2003-10-10	44	Non-tidal rivershore (non-forested, seasonally wet),Open wetland, not coastal nor rivershore (non-forested, wetland)
	SC	S2	G4?T4Q	2010-07-07	33	Non-tidal rivershore (non-forested, seasonally wet),Open wetland, not coastal nor rivershore (non-forested, wetland)
	SC	S2	G4?T4Q	2008-06-14	43	Non-tidal rivershore (non-forested, seasonally wet),Open wetland, not coastal nor rivershore (non-forested, wetland)
Pocket Swamp						
	<null>	S2	G5	2013-05-31	22	Forested wetland,Hardwood to mixed forest (forest, upland)
Rue-anemone						
	E	S1	G5	2003-05-23	2	Hardwood to mixed forest (forest, upland)
Salt-hay Saltmarsh						
	<null>	S3	G5	2010-07-07	19	Tidal wetland (non-forested, wetland)
	<null>	S3	G5	2014-07-30	7	Tidal wetland (non-forested, wetland)
Saltmarsh False-foxglove						
	SC	S3	G5	1982	11	Tidal wetland (non-forested, wetland)
	SC	S3	G5	2000-08-08	25	Tidal wetland (non-forested, wetland)

Rare and Exemplary Botanical Features within 4 miles of
Project: #13522.001, GCS Enterprises LLC, Aroma Joe's Restaurant, Kittery, Maine

Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
	SC	S3	G5	1960	4	Tidal wetland (non-forested, wetland)
	SC	S3	G5	2011-10-21	38	Tidal wetland (non-forested, wetland)
	SC	S3	G5	2011-10-21	37	Tidal wetland (non-forested, wetland)
	SC	S3	G5	2000-08-08	26	Tidal wetland (non-forested, wetland)
	SC	S3	G5	2010-10-22	19	Tidal wetland (non-forested, wetland)
Sassafras						
	SC	S2	G5	1991-08-01	5	Hardwood to mixed forest (forest, upland),Old field/roadside (non-forested, wetland or upland)
	SC	S2	G5	1916-08-11	12	Hardwood to mixed forest (forest, upland),Old field/roadside (non-forested, wetland or upland)
	SC	S2	G5	1905-08-18	11	Hardwood to mixed forest (forest, upland),Old field/roadside (non-forested, wetland or upland)
	SC	S2	G5	2009-09-10	27	Hardwood to mixed forest (forest, upland),Old field/roadside (non-forested, wetland or upland)
Scarlet Oak						
	E	S1	G5	2006-08-02	7	Hardwood to mixed forest (forest, upland)
Sharp-lobed Hepatica						
	PE	SX	G5T5	1896-08-18	2	Hardwood to mixed forest (forest, upland)
Slender Knotweed						
	PE	SH	G5	1896-08-26	2	Dry barrens (partly forested, upland)
Spicebush						
	SC	S3	G5	2006-08-03	2	Forested wetland
	SC	S3	G5	2002-10-22	25	Forested wetland
	SC	S3	G5	2008-06-14	26	Forested wetland
	SC	S3	G5	2009-07-11	28	Forested wetland

Rare and Exemplary Botanical Features within 4 miles of
Project: #13522.001, GCS Enterprises LLC, Aroma Joe's Restaurant, Kittery, Maine

Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
	SC	S3	G5	2009-07-14	20	Forested wetland
	SC	S3	G5	2001-07-20	19	Forested wetland
	SC	S3	G5	2002-04-02	24	Forested wetland
	SC	S3	G5	2020-10-08	38	Forested wetland
Spongy-leaved Arrowhead						
	SC	S3	G5T4	2006-08-21	10	Tidal wetland (non-forested, wetland)
	SC	S3	G5T4	2006-09-20	9	Tidal wetland (non-forested, wetland)
Spotted Wintergreen						
	T	S2	G5	2000	21	Conifer forest (forest, upland),Hardwood to mixed forest (forest, upland)
	T	S2	G5	2013-05-22	35	Conifer forest (forest, upland),Hardwood to mixed forest (forest, upland)
	T	S2	G5	2015-10-17	23	Conifer forest (forest, upland),Hardwood to mixed forest (forest, upland)
	T	S2	G5	2003-11	22	Conifer forest (forest, upland),Hardwood to mixed forest (forest, upland)
Stout Smartweed						
	PE	SH	G4G5	1978-08-29	1	<null>
Swamp White Oak						
	T	S1	G5	1989-04	7	Forested wetland
Sweet Pepper-bush						
	SC	S2	G5	1997-06-24	20	Hardwood to mixed forest (forest, upland),Forested wetland
	SC	S2	G5	2008-08-12	22	Hardwood to mixed forest (forest, upland),Forested wetland
	SC	S2	G5	2006-07-31	3	Hardwood to mixed forest (forest, upland),Forested wetland
Tall Beak-rush						
	E	S1	G4	1938-09-08	1	Open wetland, not coastal nor rivershore (non-forested, wetland)
Tidal Marsh Estuary Ecosystem						

Rare and Exemplary Botanical Features within 4 miles of
Project: #13522.001, GCS Enterprises LLC, Aroma Joe's Restaurant, Kittery, Maine

Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
	<null>	S3	GNR	2009	5	Tidal wetland (non-forested, wetland)
Upright Bindweed						
	T	S2	G4G5	2010-07-07	15	Dry barrens (partly forested, upland),Old field/roadside (non-forested, wetland or upland)
Water-plantain Spearwort						
	PE	SH	G4	1907-07-08	4	Open water (non-forested, wetland)
	PE	SH	G4	1887-09-08	6	Open water (non-forested, wetland)
Water Pimpernel						
	SC	S3	G5T5	2006-09-20	30	Tidal wetland (non-forested, wetland)
White-topped Aster						
	E	S1	G5	1891	3	Dry barrens (partly forested, upland)
White Oak - Red Oak Forest						
	<null>	S3	GNR	1995-07-27	3	Hardwood to mixed forest (forest, upland)
	<null>	S3	GNR	2012-06-06	11	Hardwood to mixed forest (forest, upland)
White Vervain						
	SC	S1?	G5	1905-08	1	Hardwood to mixed forest (forest, upland),Open wetland, not coastal nor rivershore (non-forested, wetland)
	SC	S1?	G5	1887-08-25	4	Hardwood to mixed forest (forest, upland),Open wetland, not coastal nor rivershore (non-forested, wetland)
Wild Coffee						
	E	S1	G5	1961-07-25	6	Non-tidal rivershore (non-forested, seasonally wet),Hardwood to mixed forest (forest, upland)
	E	S1	G5	2018-07-13	1	Non-tidal rivershore (non-forested, seasonally wet),Hardwood to mixed forest (forest, upland)
Wild Garlic						
	SC	S2	G5	1983	9	Forested wetland,Hardwood to mixed forest (forest, upland)

Rare and Exemplary Botanical Features within 4 miles of
Project: #13522.001, GCS Enterprises LLC, Aroma Joe's Restaurant, Kittery, Maine

Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
	SC	S2	G5	1990-07-31	19	Forested wetland,Hardwood to mixed forest (forest, upland)

Conservation Status Ranks

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

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

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

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

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

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

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

Visit the Maine Natural Areas Program website for more information
http://www.maine.gov/dacf/mnap

maine DEPARTMENT OF Agriculture Conservation & Forestry
NATURAL AREAS

APPENDIX I

FINANCIAL CAPACITY

APPENDIX J

TECHNICAL ABILITY

Haley Ward Resumes

HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING

Sean M. Thies, PE

Senior Project Manager

sthies@haleyward.com | 207.989.4824

Sean Thies has over 20 years of civil engineering experience, which includes site design, roadway design, and permitting. Sean's experience includes working with private developers, municipalities, housing authorities, and universities. As a Senior Project Manager, Sean manages a wide variety of projects including road construction/reconstruction projects for municipalities, site development projects for medical facilities, retail facilities, banks, restaurants, offices, and ports to name a few. Additionally, he has managed several projects for affordable senior and family housing. Sean has also managed and designed commercial and residential subdivisions. Sean is experienced in permitting with the Maine Department of Environmental Protection, Land Use Planning Commission, Army Corps of Engineers, and many municipalities throughout the State of Maine. Sean's areas of permitting expertise are in site development, stormwater, and natural resources.

PROFESSIONAL HISTORY

2014 – Present
Haley Ward, Inc., formerly CES, Inc.
Senior Project Manager

2007 – 2014
CES, Inc.
Project Manager

2002 – 2007
CES, Inc.
Project Engineer

1999 – 2002
CES, Inc.
Assistant Project Engineer

CORE EXPERTISE:
Site Development
Stormwater Design
MDEP Permitting
Road & Infrastructure Design

EDUCATION:
B.S. (1996) Civil Engineering, University of Maine, Orono

REGISTRATIONS:
MDOT Local Project Administrator, Level II
Standard First Aid & CPR

PROJECT EXPERIENCE

RH Foster - Freshies | Various Locations

As project manager, Sean has overseen the concept planning, site design, and local permitting for more than ten sites for RH Foster. The work at each site varies from concept planning for future development to site design for the redevelopment of an existing convenience store/gas station as RH Foster has been rebranding their store to "Freshies". Many of the site have included redesign of the site layout and access. Upon completion for the redesign, Sean has overseen the preparation of local permit applications and presented to municipal planning boards for approval. Typical services have included: site survey; concept layouts; site layout and grading; site lighting; and local permitting.

Krispy Kreme | Auburn, Maine

As project manager, Sean provided the site design and City permitting for the new Krispy Kreme located on Center Street in Auburn. The proposed development included a small strip mall with the anchor tenant being Krispy Kreme. The site was previously developed with a combination of commercial and residential properties. The existing facilities were demolished to accommodate the proposed development. Sean managed CES' effort for demolition surveys, site survey, site design, and site plan permitting with the City of Auburn.

Hampshire Street Housing Project | Auburn, Maine

Sean served as the project manager for the site design and City permitting for a 53 unit affordable housing project located on the corner of Hampshire Street and Troy Street in Auburn. The project included 53 housing units in one 3-story building. The project was developed on property owned by the City of Auburn. The project included the City abandonment of Troy Street so that the street right-of-way could be incorporated into the project boundary. In addition to the City property, the development also obtained an option agreement to purchase adjacent land for Pan Am Railways. CES' services included site survey, site design, and City planning board approval.

Park Street Retaining Wall | Bangor, Maine

CES teamed with Sargent Corp. for the design-build of the Park Street retaining wall stabilization for the City of Bangor. The project included the stabilization of an existing retaining wall that separates Park Street from City Hall and provides the structural integrity of Park Street. The existing failing wall ranged in height from 8 to 22 feet tall and supported Park Street located behind City Hall. As part of this project, the City wanted to improve the staff parking lot adjacent to the wall and building. Sean oversaw the site design for improvements to the parking lot and drainage. The site plan was submitted to the City for planning board approval. Sean worked directly with City staff to incorporate their desired improvements and recommendations in the site design for what has ended up being a great improvement to the staff parking area.

Eastern Maine Healthcare | Brewer, Maine

As project engineer, Sean provided the site design and SLODA and NRPA permitting for a 500,000- square foot professional office complex on a 126-acre lot in Brewer, Maine. This work involved the design of a new intersection onto Wilson Street (U.S. Route 1A), a 1,000-foot access road complete with all utilities, and approximately 24 acres of parking lot. This project also involved interior roadway design, sanitary sewer, water, surface and subsurface drainage, underground electric and fiber-optic telephone utilities, and a stormwater detention/treatment system.

University of Maine | Parking Lots | Orono, Maine

Sean has assisted in the Permitting and design as well construction observation on four parking lots at the University of Maine. These lots ranged in size from 90 spaces to 360 spaces. Projects included developing surface and subsurface drainage systems for each lot and connecting these systems into the existing drainage system of the University. CES was also responsible for providing lighting designs to meet the University's requirements. One project included the construction of a detention pond and treatment system to control runoff quality and quantity. Other responsibilities have included providing existing conditions surveys, developing conceptual plans, reviewing conceptual plans with the University and selecting a design, permitting the project with the MDEP, providing final design plans and specifications, putting the project out to bid, contractor selection, construction observation, and contract administration.

Leonard Lake Senior Housing | Ellsworth, Maine

As the Project Manager/Senior Project Engineer, Sean provided site design and permitting for a 26-unit senior housing facility located in Ellsworth, Maine. The proposed project was developed by Penquis Housing for low income senior citizens. The project included one 12,000 square foot two story building with associated parking and access. CES provided site design including parking, vehicle and pedestrian access, utilities, stormwater, and retaining wall design. The project required Site Plan and Subdivision review by the City of Ellsworth along with a MDEP Storm Water Permit-by-Rule application. The project is currently under construction and scheduled for completion this summer.

Brewer Housing Authority Community Center | Brewer, Maine

As the Project Manager/Senior Project Engineer, Sean provided site design and permitting for a proposed 12,000 square foot community center building for the Brewer Housing Authority in Brewer, Maine. The proposed building included adult education classrooms as well as daycare facilities. CES provided site design including: parking, pedestrian access, utilities, and stormwater management design services. The proposed project required Site Development permitting through the City of Brewer along with an amendment to the Housing Authority's existing MDEP Site Location of Development Permit. The site design was required to meet all MDEP requirements

pertaining to stormwater management. The project was successfully completed in the fall of 2013.

Miscellaneous Projects for Husson University | Bangor, Maine

Sean was involved in preparing an after-the-fact Site Location of Development Application (SLODA) for Husson University to permit completed and planned projects at that time. Since this was completed, Sean has been involved in the design and permitting of additional parking lots for Husson as well as the design and permitting for a new entrance road to the University.

University of Maine Bike Paths | Orono, Maine

CES was hired by the University of Maine (UMaine) to provide design and permitting services for the construction of a 0.5-mile extension of the existing bike path system as well as the reconstruction of the existing bike paths that were constructed in the 1970's. Sean served as the Project Manager for both of these projects. Tasks included: survey, MDEP permitting, Army Corps of Engineers Permitting, design, and assisting UMaine with the MDOT LPA process. Both of these projects were funded by the MDOT and locally administered by UMaine. Due to limited funds, the existing bike paths were evaluated to determine what level of reconstruction should be done on each section depending on the conditions of those sections. We were able to work well with UMaine and the contractors to complete two very successful projects that the owner is very happy with.

Veteran's Park | Milo, Maine

Sean served as the project manager for the design of Veteran's Park for the Town of Milo. The Town hired CES to design a park area along the shores of the Sebec River. The project included improvements to an existing boat ramp facility, parking area improvements, and walkways connecting the existing park gazebo area to the Main Street sidewalks. CES provided survey, design services, and construction administration and inspection. Since the project included improvements to the Main Street sidewalk, coordination with MDOT was also required. The project was funded with CDBG money and CES provided the grant administration.

Dirigo Drive | Brewer, Maine

Sean served as Project Engineer and assisted the task of designing 7,700 feet of new roadway to alleviate traffic congestion on Wilson Street in Brewer, Maine. This road, known during construction as the Parallel Road, runs alongside Wilson Street on the north and Interstate 395 on the south. Sean was involved with the right-of-way, roadway design, storm and sanitary sewer design, permitting, and construction monitoring for the entire project.

The Pines Neighborhood Infrastructure Project | Millinocket, Maine

CES, Inc. worked with the Town and Aqua Maine (the Town's water service provider) on a neighborhood scale infrastructure improvement project in the "Pines" neighborhood. As Project Manager, Sean was directly involved with the replacement of sanitary sewer lines, water lines, storm drain, and the reconstruction and repaving of all affected roadways.

Brewer Economic Development Corporation (BEDC), Dirigo Drive Subdivision and Shapero Lot Subdivision | Brewer, Maine

Sean designed and permitted two commercial subdivisions on Dirigo Drive in the City of Brewer. The two subdivisions created 12 lots for development in the newly created Professional Business District in the City. Work included City and State permitting as well as lot layout. Lots were generally accessed from Dirigo Drive, which was also designed and built as a separate project.

Miscellaneous Permitting for the University of Maine

Sean was involved in preparing an after-the-fact Site Location of Development Application (SLODA) for the University of Maine (UMaine) to permit completed and planned projects at that time. Since this permit was issued by MDEP, Sean has helped prepare more than 35 minor modifications, minor amendments, and amendments to the original permit. Projects have included parking lots, building additions, new building construction, sidewalk construction, and many other miscellaneous projects. Through these permitting projects, CES, Inc. has completed stormwater management plans to control the runoff from the campus. All new projects done on campus that create impervious surface are required to modify the original SLODA permit. Sean worked on a stormwater management plan for the entire UMaine campus to address drainage issues that are a concern to both UMaine and MDEP.

HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING

Drew Olehowski, PE

Civil Engineer

dolehowski@haleyward.com | 207.989.4824

Drew Olehowski has a Master of Engineering Degree in Environmental Engineering from Rensselaer Polytechnic Institute. Drew has taken several courses in waste water treatment, water resources, hydraulics, remediation of hazardous contaminants, and hydrology. Drew has been involved with the remediation process involving contaminated groundwater found in Hoosick Falls, NY. Drew has had the opportunity to work with the Maine Department of Transportation (MDOT), focusing on storm water management system design. He has experience with ArcGIS Software and HydroCAD, and has some limited exposure to flood plain surveying/mapping, stream monitoring, and data collection. In his three years at Haley Ward, Drew has worked on many site civil projects. Work on these projects has consisted of permitting, design, and construction inspection and administration.

PROFESSIONAL HISTORY

2017 – Present
Haley Ward, Inc., formerly CES, Inc.
Civil Engineer

Summer 2016
United States Geological Survey
Student Trainee

Summer 2015
Maine Department of Transportation, Environmental Unit
Internship

CORE EXPERTISE:

Water Resources

Hydrology

Wastewater Treatment

Construction Inspection and Administration

ArcGIS

EDUCATION:

Master of Engineering, Environmental Engineering (2017) Rensselaer Polytechnic Institute, Troy, NY

B.S. Environmental Engineering (2017), Rensselaer Polytechnic Institute, Troy, NY

REGISTRATION:

Maine PE License #16372 exp 12/31/21

PROJECT EXPERIENCE

Capstone Project | Hoosick Falls, New York

Drew was responsible for the design of a two-tank carbon adsorption system to be used in the remediation of PFOA contaminated groundwater In Hoosick Falls, New York. This project included sizing of different system components, estimating quantities of filter material necessary to treat water to usable levels, as well as sensitivity analysis to generate cost models. This project was conducted as a Capstone Project while attending Rensselaer Polytechnic Institute in Troy, New York.

Atlantic Salmon Stream Crossing | Woodville, Maine

Drew was responsible for the design and construction administration and inspection of a stream crossing in Woodville, Maine. The project consisted of the implementation box culvert that meets the requirement of maintaining the natural migratory route for the endangered Atlantic Salmon. Drew's tasks for this project included stream surveys for fish passage assessment and culvert design, as well as basic regression hydrology for culvert and bridge sizing. His responsibilities also included general task planning and management, field work, data reduction, analysis, and construction inspection and reporting.

Construction Inspection and Administration | Mount Desert Island, Maine

Drew was responsible for the construction inspection and administration of the Sylvan City Drainage project in Northeast Harbor, Maine during the Summer of 2018. This project consisted of the implementation of a full stormwater management system for a residential neighborhood. Tasks for this role included documentation of all daily construction activities, establishing communication with the project owner, local residents, and project engineer, and resolving any issues that would arise amongst the above parties. Drew was also responsible for various construction administration items, including change orders, submittals, and cost/quantity estimates.

United States Geological Survey | Merrimack and Charles Rivers

Drew was responsible for FEMA floodplain surveying and mapping while working as an intern at the United States Geological Survey in the Summer of 2016. This project consisted of the surveying of major waterbodies in the Merrimack and Charles watersheds, and the application of this data to floodplain modeling software (HEC-RAS).

Construction Inspection and Administration | Rumford, Maine

Drew was responsible for the construction inspection and administration of the Rumford Downtown Infrastructure Improvements project in Rumford, Maine from April 2020 to July 2020. This project consisted of a complete rebuild of all utilities (sewer, water, drainage, underground electric), roadways, and sidewalks in the downtown area. Tasks for this role included documentation of daily construction activities (work tasks completed, material quantities stored/installed, photologs,) establishing

communication with the project owner, local residents, and project engineer, and resolving any issues that would arise amongst the above parties. Drew was also responsible for various construction administration items, including change orders, submittals, and cost/quantity estimates.

SWEB Wind Farm Design and Permitting | Clifton, Maine

Drew was responsible for the design and permitting of a 163-acre wind farm in Clifton, Maine. The project design included access road and tower site layout, and stormwater management. Drew was also responsible for preparing the project's Maine Department of Environmental Protection Site Location of Development permit application.

Solar Farm Design and Permitting | Various Maine Locations

Drew was responsible for the design and permitting of several Solar Farm projects throughout Maine, including in Saco, Augusta, Topsham, Surry, Winthrop, and Turner. Project designs focused on stormwater management, access road layout, solar panel layout, and natural resource protection. Drew was also responsible for preparing permit applications for these solar projects, including local (Site Plan Review) and State (Maine Department of Environmental Protection Stormwater Permit-by-rule, Site Location of Development, Natural Resources Protection Act Permit-by-rule) applications.

T2R9 Training Site Road Design

Drew was responsible for the design of a roadway in one of Maine's unorganized territories (T2R9). This project consisted of the design of a 1-mile long roadway that provided accessibility to a Department of Defense training site. The road design included horizontal and vertical alignment in an undeveloped area and was required to meet the needs of both the client and various natural resource protection agencies.

APPENDIX K

POST CONSTRUCTION STORMWATER MANAGEMENT PLAN

GCS ENTERPRISES, LLC

AROMA JOE'S

US ROUTE 1, KITTERY, MAINE

STORMWATER OPERATIONS AND MAINTENANCE PLAN

Per the request of the Planning Board, a Post-Construction Stormwater Operations and Maintenance Plan has been prepared for the proposed Aroma Joe's Development located on Route 1 in Kittery, Maine. This Plan was prepared in accordance with Section 16.8.8.2 of the Kittery Land Use and Development Code.

This project contains features for the conveyance of stormwater and the prevention of erosion. Stormwater conveyance features for this site consist of a catch basin, subsurface storm-drainage piping, and vegetated swales. All components should be inspected with the frequency as identified on the schedule provided within this Plan, after every significant rain event of 1" in any 24-hour period, and in accordance with the Maine Erosion and Sediment Control Best Management Practices (BMPS) Manual (2016,) and with the Maine Stormwater Management Design Manual, Technical Design Manual, Volume III (2016.)

INSPECTION AND MAINTENANCE

The following Inspection and Maintenance Plan will be employed for this facility. This plan is only applicable to the leased area of the property as shown on the drawing set. The Lessee (and their Contractor(s)) will be responsible for all inspections and maintenance. Stormwater conveyance devices for this site were designed by:

Sean Thies, P.E.
Haley Ward, Inc.
One Merchants Plaza, Suite 701
Bangor, Maine 04401
(207) 989-4824
sthies@haleyward.com

A Post-Construction Maintenance Plan for the stormwater management system is included in this section.

POST-CONSTRUCTION MAINTENANCE PLAN

The Lesse or their assigns will be responsible for the inspection and maintenance of all stormwater management system components.

Inspection and Corrective Action

1. ***Inspection:*** shall be performed by the Lesee, their assigns, or an individual with experience and/or training on the maintenance and functions of these devices.

2. Ditches, Swales and Culverts: Remove obstructions, sediments or debris from ditches, swales and other open channels. Repair any erosion in the ditch lining and mow vegetated ditches. Remove woody vegetation growing through riprap and repair any slumping side slopes. Repair riprap where underlying filter fabric or gravel is showing or if stones have dislodged.

3. Catch Basins: All catch basin grates, sumps, and inlets/outlets should be inspected for accumulation of debris, which could adversely affect the function of this feature. Additionally, the basin inverts shall be inspected for clogging and material soundness. Sumps shall always be clear to a depth of 1' below the outlet invert. Inlet structures shall be inspected and cleaned of debris at least twice annually, once in the spring following snow melt and once in the autumn after leaf fall

4. Snow Removal: Snow shall be stockpiled only in the approved snow storage areas. Plowing of snow into stormwater conveyance or collection areas is prohibited. Snow shall be relocated to an offsite location if designated storage areas become full. Additionally, a mostly sand mix (reduced salt) shall be applied during winter months to prevent excessive salt leaching. Excess sand shall be removed from the storage areas, all paved surfaces, and adjacent areas each spring.

5. Landscaping: Landscaping features to be maintained throughout the lifespan of the development. Landscaping maintenance may include, but is not limited to:

    a. Pruning of branches to avoid encroachment onto abutting properties, only to the extent that the desired screening ability is maintained.
    b. Removal of dead limbs or branches that may act as a safety hazard
    c. Providing mulch and any other additives necessary for normal growth
    d. Watering in abnormal drought conditions
    e. Replacement of dead plantings
    f. Sparse grass growth will be replanted.
    g. Grass will be mowed on a biweekly basis or as necessary to maintain aesthetic appeal.

6. Documentation: Routine maintenance and inspections will be accomplished by the Lessee of, or a third party contracted by the respective Lessee. All inspections

accomplished in accordance with this program shall be documented on the attached Inspection & Maintenance Log. Copies of the Log shall be kept by the Lessee or Lessee's representative, and be made available to the Town of Kittery, upon request.

Additional responsibilities to include, on or by July 1 of each year, providing a completed and signed certification to the Code Enforcement Officer in a form provided by the Town, certifying that the person has inspected the stormwater management facilities and that they are adequately maintained and functioning as intended by the stormwater management plan, or that they require maintenance or repair, describing any required maintenance and any deficiencies found during inspection of the stormwater management facilities and, if the stormwater management facilities require maintenance or repair of deficiencies in order to function as intended by the approved stormwater management plan, the person must provide a record of the required maintenance or deficiency and corrective action(s) taken.

GCS ENTERPRISES, LLC
STORMWATER INSPECTION AND MAINTENANCE LOG

Inspection Date	Inspector Name	Major Observations	Work Performed

Notes

1) Major Observations include the operation and maintenance of erosion and sedimentation controls, stormwater conveyance systems, materials storage areas, and vehicle access points to the parcel. Major Observations must include BMPs that need maintenance, BMPs that failed to operate as designed or proved inadequate for a particular location, and locations(s) where additional BMPs are needed. For each BMP requiring maintenance, BMP needing replacement, and location needing additional BMPs, note in the log the corrective action taken and when it was taken.
2) Work Performed will include a description of the corrective action taken, the date the corrective action was taken, and the name of the person taking the corrective actions
3) The log must be made accessible to Town staff and a copy must be provided upon request.

INSPECTION AND MAINTENANCE PLAN FOR STORMWATER MANAGEMENT STRUCTURES (BMPS)		
	INSPECTION SCHEDULE	CORRECTIVE ACTIONS
VEGETATED AREAS	Annually early spring and after heavy rains	Inspect all slopes and embankments and replant areas of bare soil or with sparse growth
		Armor rill erosion areas with riprap or divert the runoff to a stable area
		Inspect and repair down-slope of all spreaders and turn-outs for erosion
		Mow vegetation as specified for the area
DITCHES, SWALES AND OPEN STORMWATER CHANNELS	Annually spring and late fall and after heavy rains	Remove obstructions, sediments or debris from ditches, swales and other open channels
		Repair any erosion of the ditch lining
		Mow vegetated ditches
		Remove woody vegetation growing through riprap
		Repair any slumping side slopes
		Repair riprap where underlying filter fabric or gravel is showing or if stones have dislodged
CULVERTS	Spring and late fall and after heavy rains	Remove accumulated sediments and debris at the inlet, outlet, or within the conduit
		Remove any obstruction to flow
		Repair any erosion damage at the culvert's inlet and outlet
CATCHBASINS	Annually in the spring	Remove sediments and debris from the bottom of the basin and inlet grates
		Remove floating debris and oils (using oil absorptive pads) from any trap
ROADWAYS AND PARKING AREAS	Annually in the spring or as needed	Clear and remove accumulated winter sand in parking lots and along roadways
		Sweep pavement to remove sediment
		Grade road shoulders and remove accumulated winter sand
		Grade gravel roads and gravel shoulders
		Clean-out the sediment within water bars or open-top culverts
		Ensure that stormwater runoff is not impeded by false ditches of sediment in the shoulder
RESOURCE AND TREATEMENT BUFFERS	Annually in the spring	Inspect buffers for evidence of erosion, concentrated flow, or encroachment by development
		Manage the buffer's vegetation with the requirements in any deed restrictions
		Repair any sign of erosion within a buffer
		Inspect and repair down-slope of all spreaders and turn-outs for erosion
		Install more level spreaders, or ditch turn-outs if needed for a better distribution of flow
		Clean-out any accumulation of sediment within the spreader bays or turnout pools
		Mow non-wooded buffers no shorter than six inches and less than three times per year
WETPONDS AND DETENTION BASINS	Annually in fall and after heavy rains	Inspect the embankments for settlement, slope erosion, piping, and slumping
		Mow the embankment to control woody vegetation
		Inspect the outlet structure for broken seals, obstructed orifices, and plugged trash racks
		Remove and dispose of sediments and debris within the control structure
		Repair any damage to trash racks or debris guards
		Replace any dislodged stone in riprap spillways
		Remove and dispose of accumulated sediments within the impoundment and forebay
FILTRATION AND INFILTRATION BASINS	Annually in the spring and late fall	Clean the basin of debris, sediment and hydrocarbons
		Provide for the removal and disposal of accumulated sediments within the basin
		Renew the basin media if it fails to drain within 72 hours after a one inch rainfall event
		Till, seed and mulch the basin if vegetation is sparse
		Repair riprap where underlying filter fabric or gravel is showing or where stones have dislodged
PROPRIETARY DEVICES	As specified by manufacturer	Contract with a third-party for inspection and maintenance
		Follow the manufacturer's plan for cleaning of devices
OTHER PRACTICES	As specified for devices	Contact the department for appropriate inspection and maintenance requirements for other drainage control and runoff treatment measures.

*Note: This is a general list of stormwater BMPs. Not all BMPs are applicable for a given site.

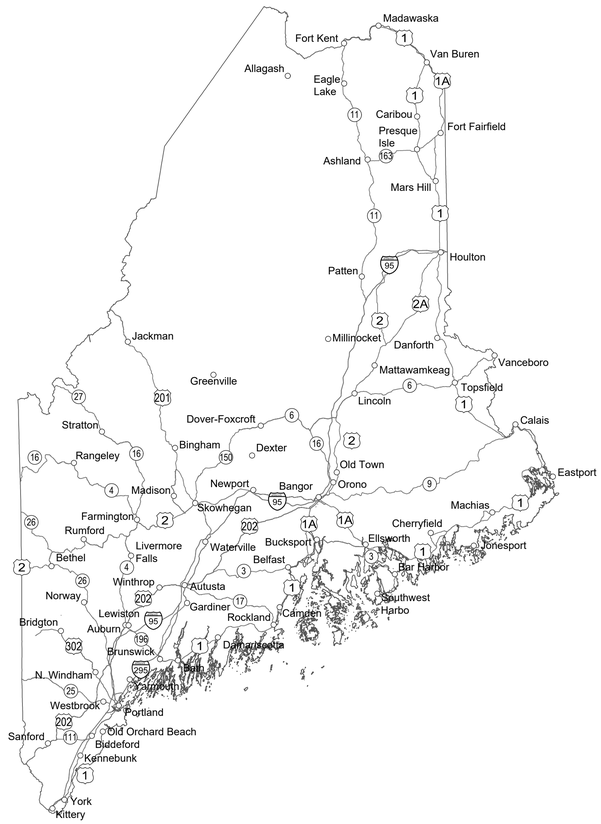
APPENDIX L

DRAWINGS

C100 Existing Conditions Plan
C101 Proposed Site and Utilities Plan
C102 Proposed Grading and Landscaping Plan C103 Proposed Lighting Plan
C501 Site Details
C502 Site Details
C701 Pre Development Hydrology Plan
C702 Post Development Hydrology Plan

GCS ENTERPRISES LLC

ROUTE 1, KITTERY, MAINE



May 18, 2022

HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING
www.haleyward.com

PLAN APPROVAL:

THIS IS TO CERTIFY THAT AFTER REVIEWING THE SITE PLAN SUBMISSION INFORMATION FOR THE PROJECT SHOWN ON THIS PLAN AND CONSIDERING EACH OF THE CRITERIA SET FORTH IN THE LAND USE CODE OF THE TOWN OF KITTERY, MAINE. THE UNDERSIGNED HAVE MADE FINDINGS OF FACT ESTABLISHING THAT THIS PLAN ALONG WITH ITS ADDITIONAL SUBMISSION INFORMATION HAS MET ALL THE CRITERIA SET FORTH AND THEREFORE THE SITE PLAN IS APPROVED.

DATE: _____

INDEX OF DRAWINGS

STATE OF MAINE
SEAN M. THIES
No. 10139
05/19/2022
LICENSED
PROFESSIONAL ENGINEER

N/F CONRAD L. FARR
9 TARA LANE
SOUTH BERWICK, ME 03908
4289/297

N/F RUTH P. BAKER
8420 MONUMENT OAK
BOERNE, TX 78015
15859/568

N/F MYRON E. &
KAREN T. GILMAN
9 PARSONS LANE
YORK, MAINE 03909
8117/244

N/F MONICA S. FLEISCHMANN
10 OAKWOOD DRIVE
PORTSMOUTH, NH 03801
17726/420

N/F ERNEST A. GOLISANO
5 PARSONS LANE
YORK, MAINE 03909
4971/269

N/F ADAM M. &
JESSICA L. BUSSEY
3 PARSONS LANE
YORK, MAINE 03909
17295/154

N/F SEACOAST PROPERTIES HOLDINGS LLC
112 BYRAM LAKE ROAD
MOUNT KISO, NY 10549
16273/461

"BURRITO BETTY'S"
N/F PETER & VALERIE BELESIS
1 STONE TERRACE
MARBLEHEAD, MA 01945
11681/321

N/F DONALD & AMY KENNISON
6 PARSONS LANE
KITTERY, ME 03904
16974/384

C-COAST PROPERTIES LLC
P.O. BOX 603
YORK HARBOR, ME 03911
17807/929

N/F KEVIN, INC.
KITTERY TRADING POST
P.O. BOX 904
KITTERY, ME 03904
8103/202

N/F WILSON 5 SERVICE COMPANY
6756/294
(FORMER RESTAURANT)

N/F STEPHEN J. HYNES
1571 BELLEVUE AVE. SUITE 210
WEST VANCOUVER, V7V1A6, B.C.
7378/62

N/F STEPHEN J. HYNES
1571 BELLEVUE AVE. SUITE 210
WEST VANCOUVER, V7V1A6, B.C.
7641/238

PARSONS LANE

45 FT. WIDE RIGHT OF WAY

GRAVEL ROAD

CEMETERY

LEASE AREA

U.S. ROUTE 1

DRILL HOLE FND.

IRON PIPE FND.

3/4" IRON PIPE FND.

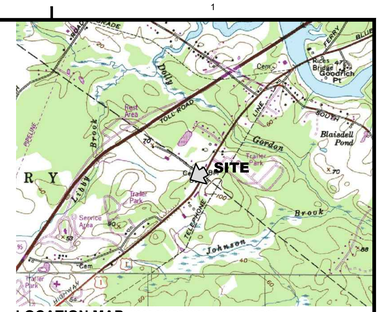
3/4" IRON PIPE SET

1/2" IRON PIPE FND.

INV. = 75.18

INV. = 75.78

INV. = 71.25



LOCATION MAP: USGS QUADRANGLE: YORK HARBOR
SCALE: 1"=2000'
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LEGEND:

DESCRIPTION	EXISTING	PROPOSED
PROPERTY LINE		
BENCHMARK		
MANHOLE		
UTILITY POLE		
CATCH BASIN		
HYDRANT		
EDGE OF GRAVEL		
EDGE OF PAVEMENT		
MAJOR FOOT CONTOUR	100	
MINOR FOOT CONTOUR	98	
STORM DRAIN	SD	
SANITARY SEWER	SS	
OVERHEAD UTILITIES	OHU	
WETLAND BOUNDARY		

PLAN REFERENCE:

1. INFORMATION BASED ON SITE PLAN BY ANDERSON LIVINGSTON ENGINEERS, INC. DATED APRIL 9, 2018.

2. ON JULY 20 & 21, 2021 HALEY WARD CONDUCTED A HIGHWAY SURVEY AND SOME LIMITED TOPOGRAPHY ON THE SUBJECT PROPERTY AS WELL AS TIE INTO THE BOUNDARY SURVEY BY ANDERSON LIVINGSTON ENGINEERS, INC.

GRAPHIC SCALE

50 0 25 50 100 150

(IN FEET)
1 inch = 50 ft.

REV.	DATE	DESCRIPTION	BY	CHK

DRAWING ISSUE STATUS

NOT FOR CONSTRUCTION

HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING
One Merchants Plaza, Suite 701
Bangor, Maine 04401
207.989.4824
WWW.HALEYWARD.COM

PROJECT

GCS ENTERPRISES LLC
US ROUTE 1, KITTERY, MAINE

TITLE

EXISTING CONDITIONS PLAN

STATE OF MAINE
SEAN M. THIES
No. 10139
05/18/2022
LICENSED PROFESSIONAL ENGINEER

DATE	SCALE
2021.05.26	1"=50'
DRAWN BY: WAB	DESIGNED BY: WAB
CHECKED BY: SMT	
PROJECT No.: 13522.001	
DRAWING No.: **C100**	REV.

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SITE DEVELOPMENT DATA				
TAX MAP:	66	LOT: 26		
OWNER:	LYNCH, CHARLES S			
	13 POCAHONTAS ROAD			
	KITTERY POINT, ME 03905-5300			
LOT SIZE:	13.8 ACRES			
ZONE:	MIXED USE (MU)			
APPLICANT:	GCS ENTERPRISES LLC			
	352 WARREN AVE			
	PORTLAND, ME 04103			
ENGINEER:	HALEY WARD (FORMERLY CES, INC.)			
	ATTN: SEAN THIES, PE			
	ONE MERCHANTS PLAZA, SUITE 701			
	BANGOR, MAINE 04401			

	ALLOWED	PROPOSED
MINIMUM FRONT YARD	30'	30'
MINIMUM SIDE / REAR YARD	30'	100'
MINIMUM LOT SIZE	200,000 SF	13.8 ACRES
MINIMUM STREET FRONTAGE	250'	500'
MAXIMUM BUILDING HEIGHT	40'	18'
PROJECT LEASE AREA:	66,275 SF (1.52 ACRES)	
EXISTING IMPERVIOUS AREA:	42,057 SF (0.96 ACRES) (63% OF LOT)	
PROPOSED IMPERVIOUS AREA:	25,460 SF (0.58 ACRES) (38% OF LOT)	
SITE DISTANCE		
SITE DISTANCE LOOKING SOUTH	450'	700'
SITE DISTANCE LOOKING WEST	450'	1000'+

NOTES:

1. THERE ARE NO PROPOSED SOIL DISTURBANCES TO WETLANDS OR VERNAL POOLS.

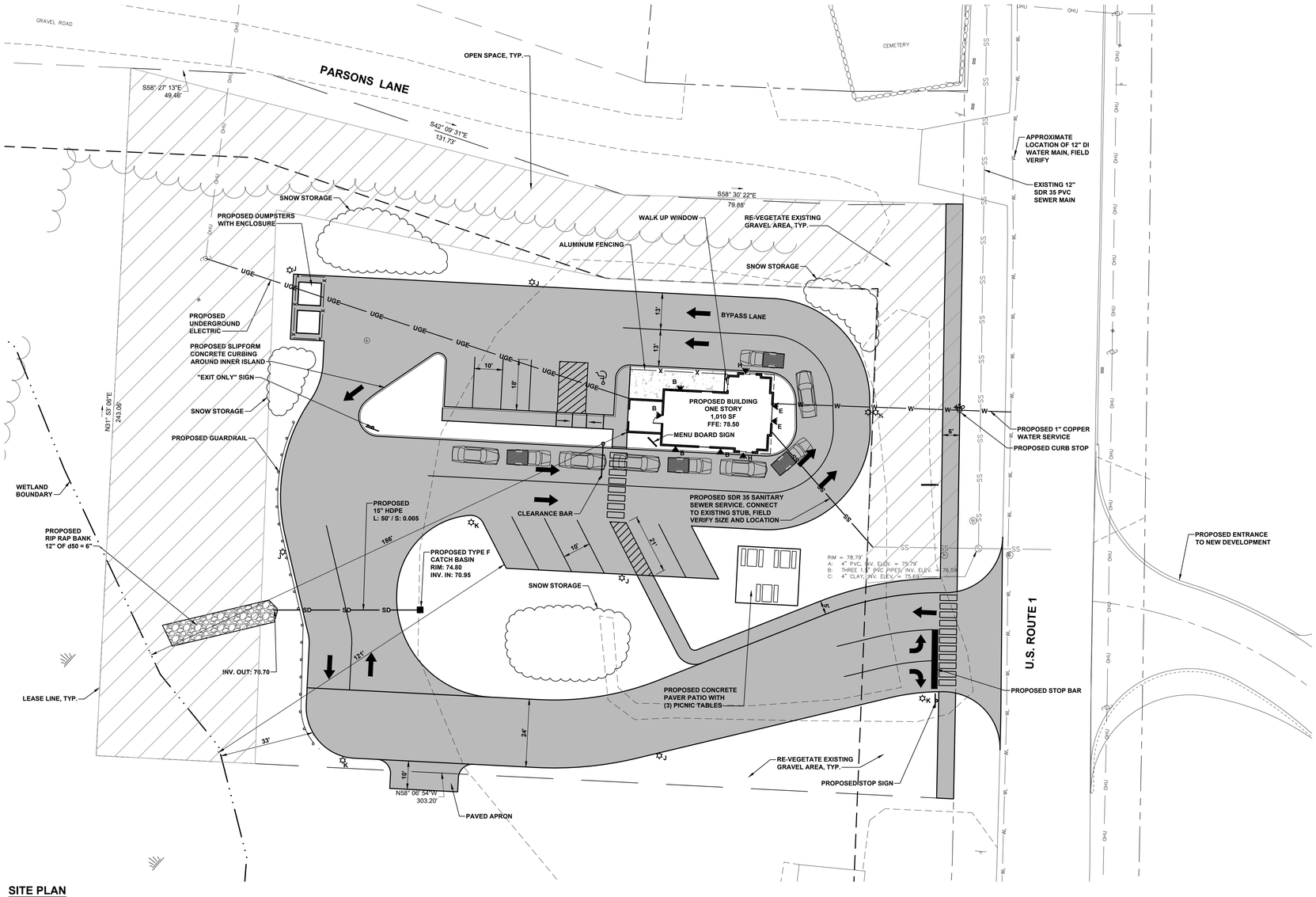
2. PARKING: THIS IS A DRIVE-THROUGH RESTAURANT WITH NO CUSTOMER SEATING. ONLY EMPLOYEE-PARKING HAS BEEN PROPOSED.

NOTE:

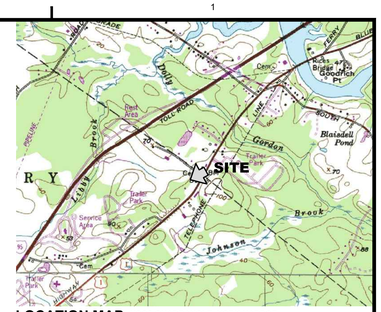
1. OPEN SPACE AREA REQUIRED: 23,174 SF / OPEN SPACE PROVIDED 24,000 SF (APPROXIMATE)

2. ANY FUTURE DEVELOPMENT OF THE PROPERTY OUTSIDE THE LEASED AREA WILL BE REQUIRED TO COMPLY WITH THE KITTERY LAND USE ORDINANCE.

3. SNOW WILL BE REMOVED FROM SITE IF DESIGNATED SNOW STORAGE AREAS ARE INSUFFICIENT.



SITE PLAN
SCALE: 1"=20'



LOCATION MAP: USGS QUADRANGLE: YORK HARBOR
SCALE: 1"=2000'
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LEGEND:

DESCRIPTION	EXISTING	PROPOSED
PROPERTY LINE		
BENCHMARK		
MANHOLE		
UTILITY POLE		
CATCH BASIN		
HYDRANT		
EDGE OF GRAVEL		
EDGE OF PAVEMENT		
MAJOR FOOT CONTOUR	100	100
MINOR FOOT CONTOUR	98	98
STORM DRAIN	SD	
SANITARY SEWER	SS	
OVERHEAD UTILITIES	OHU	OHU
UNDERGROUND UTILITIES		UGU
WETLAND BOUNDARY		
SILT FENCE		SF
PAVED SURFACE		
SITE LIGHTING		

WAIVERS REQUESTED:
16.8.4.5 - ACCESS CONTROL AND TRAFFIC IMPACTS
16.10.7.2 (H.1) - LIGHTING PLAN
KITTERY DESIGN HANDBOOK - FLAT ROOF

NOTE:
1. PER S.W COMMENTS, EXISTING GRAVEL MATERIAL IN THE PROPOSED BUILDING AND PAVEMENT LOCATIONS SHOULD BE REMOVED AND REINSTALLED IN 12" LIFTS TO MEET STABILITY COMPACTION REQUIREMENTS, AND UTILITY TRENCHES TO BE BACKFILLED AND COMPACTED IN A SIMILAR FASHION AS ADJACENT MATERIAL TO PREVENT DIFFERENTIAL SETTLING.

PLAN REFERENCE:
1. INFORMATION BASED ON SITE PLAN BY ANDERSON LIVINGSTON ENGINEERS, INC. DATED APRIL 9, 2018.

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GRAPHIC SCALE
20 0 10 20 40 60
(IN FEET)
1 inch = 20 ft.

PLAN APPROVAL:
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DATE:

REV.	DATE	DESCRIPTION	BY	CHK.

DRAWING ISSUE STATUS
NOT FOR CONSTRUCTION

HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING
One Merchants Plaza, Suite 701
Bangor, Maine 04401
207.989.4824
WWW.HALEYWARD.COM

PROJECT
GCS ENTERPRISES LLC
US ROUTE 1, KITTERY, MAINE

TITLE
PROPOSED SITE AND UTILITIES PLAN

STATE OF MAINE
SEAN M. THIES
No. 10139
05/18/2022
LICENSED PROFESSIONAL ENGINEER

DATE	SCALE
2022.04.25	1"=20'
DRAWN BY: WAB	DESIGNED BY: WAB
CHECKED BY: SMT	
PROJECT No.: 13522.001	
DRAWING No.: **C101**	REV.

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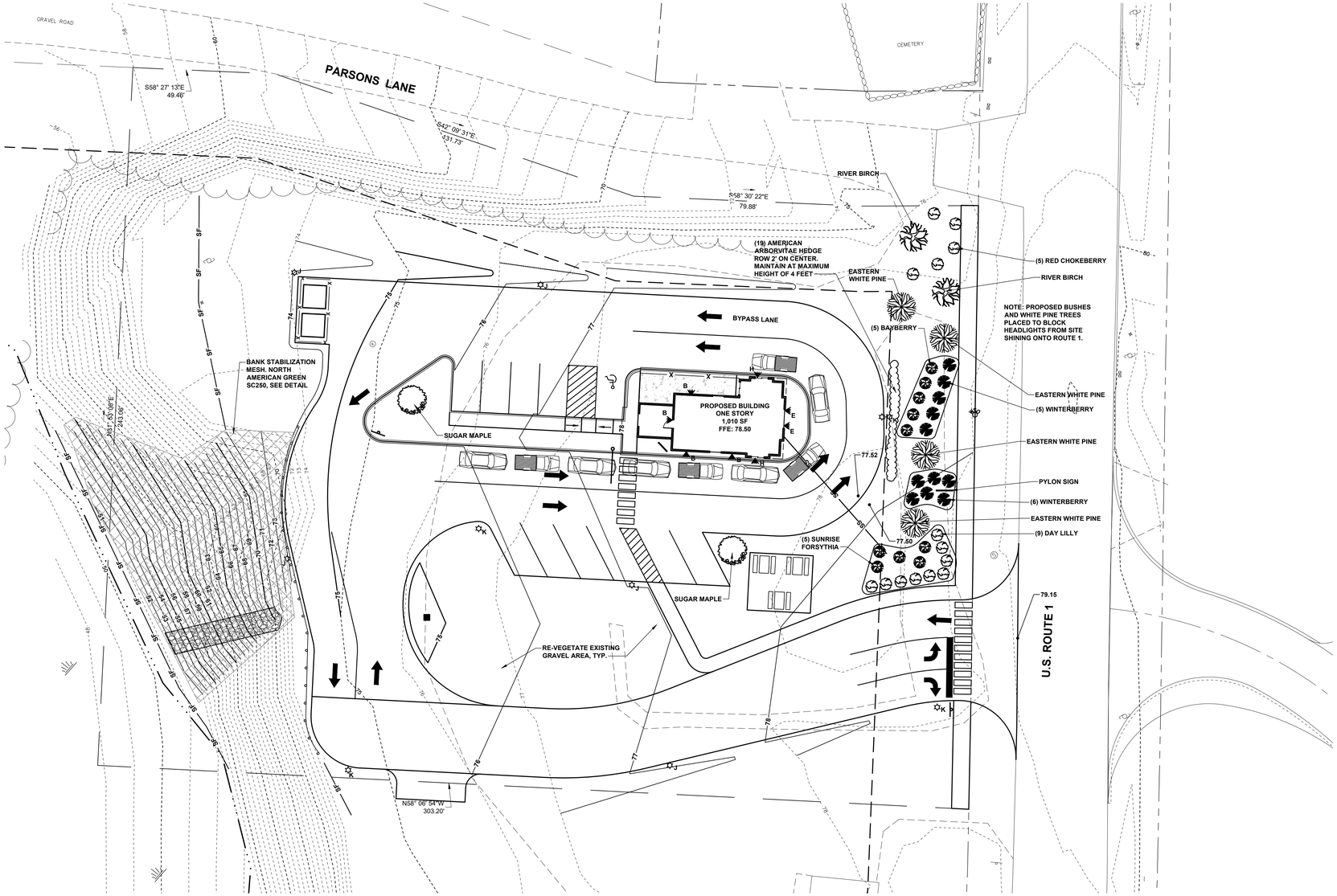
LANDSCAPING SCHEDULE

QUANTITY	TYPE	SPECIES	COMMON NAME	SIZE
2	TREE	ACER SACCHARUM	SUGAR MAPLE	12' HEIGHT, 2.5" CALIPER
4	TREE	PINUS STROBUS	EASTERN WHITE PINE	12' HEIGHT, 2.5" CALIPER
2	TREE	BETULA NIGRA	RIVER BIRCH	12' HEIGHT, 2.5" CALIPER
5	SHRUB	ARONIA ARBUTIFOLIA	RED CHOKEBERRY	2'-3' HIGH
5	SHRUB	MYRICA PENNSYLVANICA	BAYBERRY	2'-3' HIGH
11	SHRUB	ILEX VERTICILLATA	WINTERBERRY	2'-3' HIGH
5	SHRUB	FORSYTHIA 'SUNRISE'	SUNRISE FORSYTHIA	2'-3' HIGH
9	PERENNIAL	HEMEROCALLIS SPECIES	DAY LILLY	#2 POT
19	TREE	THULA OCCIDENTALIS HEDGE	AMERICAN ARBORVITAE	2'-3' HIGH

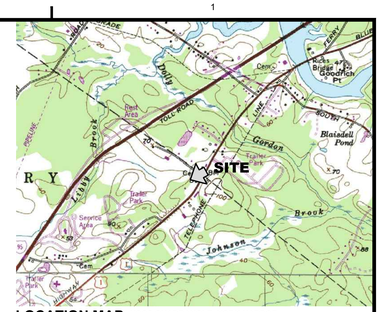
NOTE: PROPOSED LANDSCAPING SHALL BE MAINTAINED THROUGHOUT THE LIFE OF THE DEVELOPMENT.

STORMWATER & EROSION CONTROL MANAGEMENT AND MAINTENANCE NOTES

1. THE FOLLOWING NOTES DESCRIBE EROSION CONTROL AND STORMWATER MANAGEMENT MAINTENANCE ACTIVITIES TO BE CONDUCTED DURING CONSTRUCTION BY THE CONTRACTOR, AND AFTER CONSTRUCTION IS AN ONGOING REQUIREMENT OF THE OWNER. FEATURES ON THE SITE TO BE MAINTAINED INCLUDE PAVED AREAS, VEGETATED SWALES, A CATCH BASIN, A CULVERT, AND A CULVERT OUTLET.
2. REMOVE ACCUMULATED SEDIMENTS AND DEBRIS FROM CATCH BASIN SUMP, GRATE AND COLLECTION AREA.
3. ENSURE DITCHES AND SWALES ARE PERMANENTLY STABILIZED AFTER CONSTRUCTION AND ONGOING.
4. CLEAR DITCHES OF OBSTRUCTIONS, ACCUMULATED SEDIMENTS,OR DEBRIS AFTER CONSTRUCTION AND ONGOING.
5. ENSURE DITCH LINING/BOTTOMS ARE FREE OF EROSION AFTER CONSTRUCTION AND ONGOING.
6. CLEAR CULVERT OF OBSTRUCTIONS, ACCUMULATED SEDIMENTS OR DEBRIS AFTER CONSTRUCTION AND ONGOING.
7. ENSURE SLOPE IS STABILE AND IS NOT SHOWING SIGNS OF EROSION.
8. ENSURE RUNOFF IS FLOWING IN DITCHES AS INTENDED.



SITE PLAN
SCALE: 1"=20'



LOCATION MAP: USGS QUADRANGLE: YORK HARBOR
SCALE: 1"=2000'
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LEGEND:

DESCRIPTION	EXISTING	PROPOSED
PROPERTY LINE		
BENCHMARK		
MANHOLE		
UTILITY POLE		
CATCH BASIN		
HYDRANT		
EDGE OF GRAVEL		
EDGE OF PAVEMENT		
MAJOR FOOT CONTOUR	100	100
MINOR FOOT CONTOUR	98	98
STORM DRAIN	SD	
SANITARY SEWER	SS	
OVERHEAD UTILITIES	OHU	OHU
UNDERGROUND UTILITIES		UGU
WETLAND BOUNDARY		
SILT FENCE		SF
PAVED SURFACE		
SITE LIGHTING		

PLAN REFERENCE:

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(IN FEET)
1 inch = 20 ft.

REV.	DATE	DESCRIPTION	BY	CHK

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One Merchants Plaza, Suite 701
Bangor, Maine 04401
207.989.4824
WWW.HALEYWARD.COM

PROJECT
GCS ENTERPRISES LLC
US ROUTE 1, KITTERY, MAINE

TITLE
PROPOSED GRADING AND LANDSCAPING PLAN

STATE OF MAINE
SEAN M. THIES
No. 10139
05/18/2022
LICENSED PROFESSIONAL ENGINEER

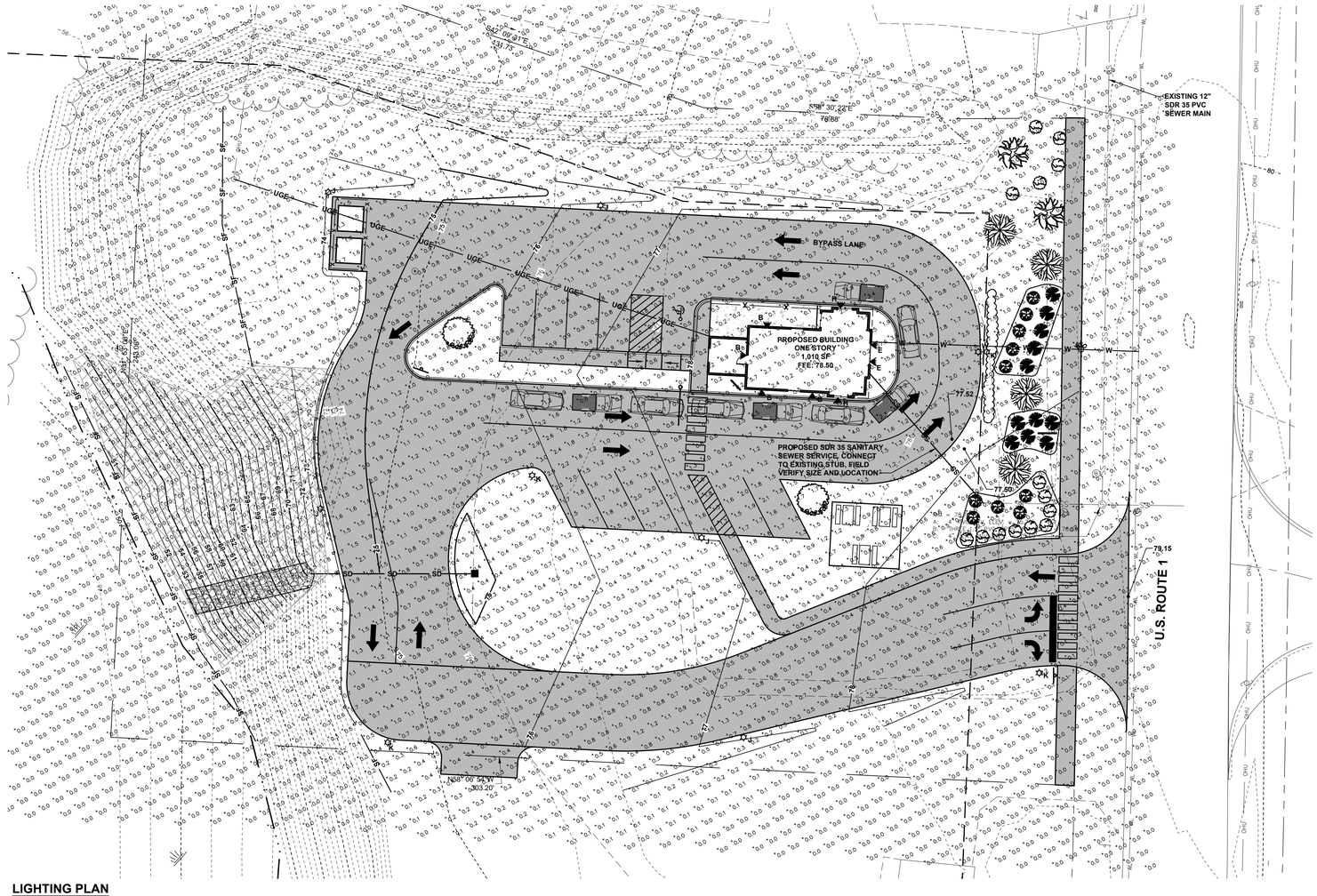
DATE	SCALE
2022.04.25	1"=20'
DRAWN BY: WAB	DESIGNED BY: WAB
CHECKED BY: SMT	
PROJECT No.: 13522.001	
DRAWING No.: C102	REV.

LIGHTING SCHEDULE

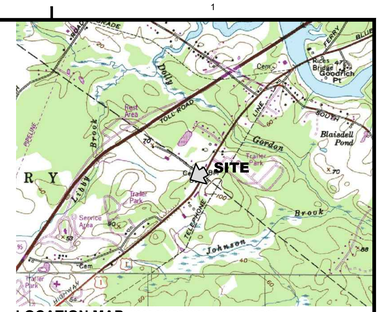
Symbol	Quantity	Manafacturer	Catalog Number	Description	Lamp	Number Lamps	Lumens Per Lamp	Light Loss Factor	Wattage	Mounting Height
H	2	COLUMBIA LIGHTING	LXEM4-40VW-RFA-EDU	LXEM Led Enclosed and Gasketed, Extreme Environment 7" x 51" led with frosted ribbed acrylic lens Data Scaled from Test# 16.02854	N/A	1	3198	1	25	10-feet
B	4	RAB LIGHTING INC. RC LIGHTING	SLIM18	CAST BROWN PAINTED FINNED METAL HOUSING, 1 CIRCUIT BOARD WITH 1 LED, MOLDED PLASTIC REFLECTOR WITH SPECULAR FINISH, CLEAR FLAT GLASS LENS IN CAST BROWN PAINTED METAL LENS FRAME.	ONE WHITE MULTI-CHIP LIGHT EMITTING DIODE (LED), AIMED 20-DEGREES FROM VERTICAL BASE-UP POSITION. SLIM18Y. ACTUAL PERFORMANCE MAY VARY. Area, Canopy, Dock, Educational, Facade, Government, Healthcare, Hospitality, Hotel, Industrial, Institutional, Library, Manufacturing, Marine, Medical, Office, Parking, Parks, Pathway Pedestrian, Pool, Recreation, Residential, Retail, Site, Tunnel, Underpass, Utility, Walkway Warehouse, Water Treatment, Direct, Emergency, Security	1	2564	1	21	8-feet
K	4	EATON - McGRAW-EDISON (FORMER COOPER LIGHTING)	TLM-E02-LED-E1-SL4-7030	TALON MEDIUM LED SITE LUMINAIRE (1) LIGHTBARS WITH AccuLED OPTICS - TYPE 4 DISTRIBUTION W/ SPILL LIGHT CONTROL	3000K CCT, 70 CRI LEDs ABSOLUTE PHOTOMETRY IS BASED ON CALIBRATION FACTORS CREATED USING LAB LUMEN STANDARDS IN GONIOPHOTOMETER WITH TEST DISTANCE OF 28.75 FEET	42	128	1	52	20-feet
J	5	EATON - McGRAW-EDISON (FORMER COOPER LIGHTING)	TLM-E02-LED-E1-SL2-7030	TALON MEDIUM LED SITE LUMINAIRE (1) LIGHTBARS WITH AccuLED OPTICS - TYPE 2 DISTRIBUTION W/ SPILL LIGHT CONTROL	3000K CCT, 70 CRI LEDs ABSOLUTE PHOTOMETRY IS BASED ON CALIBRATION FACTORS CREATED USING LAB LUMEN STANDARDS IN GONIOPHOTOMETER WITH TEST DISTANCE OF 28.75 FEET	42	133	1	52	20-feet
E	2	EATON - McGRAW-EDISON (FORMER COOPER LIGHTING)	H5ICAT 5001P	HALO 5" DIA RECESSED DOWNLIGHT WHITE BAFFLE LOW SOCKET FITTING	75PAR30/FL/H PAR HALOGEN FLOOD	1	1100	1	75	10-feet

LIGHTING TABLE

Illumination Measured in Foot-Candles at Grade (IES Recommended Practices, RP 33-99 & RP-20)					
	Maximum at Any Point	**Minimum at Any Point**	**Average**	**Max:Min**	**Avg:Min**
Roadway/Parking Areas					
IES Recommended	5	0.2	0.9	20:1	6:1
Kittery Ordinance 16.8.24.3	8	N/A	N/A	20:1	4:1
Proposed	2.9	0.3	1.1	9.7:1	3.7:1



LIGHTING PLAN
SCALE: 1"=20'



LOCATION MAP: USGS QUADRANGLE: YORK HARBOR
SCALE: 1"=2000' MAPTECH® USGS TOPOGRAPHIC SERIES™, ©MAPTECH®, INC. 978-933-3000 WWW.MAPTECH.COM/TOPO

LEGEND:

DESCRIPTION	EXISTING	PROPOSED
PROPERTY LINE		
BENCHMARK		
MANHOLE		
UTILITY POLE		
CATCH BASIN		
HYDRANT		
EDGE OF GRAVEL		
EDGE OF PAVEMENT		
MAJOR FOOT CONTOUR	100	100
MINOR FOOT CONTOUR	98	98
STORM DRAIN	SD	
SANITARY SEWER	SS	
OVERHEAD UTILITIES	OHU	
WETLAND BOUNDARY		
SILT FENCE		SF
PAVED SURFACE		
SITE LIGHTING		

PLAN REFERENCE:

1. INFORMATION BASED ON SITE PLAN BY ANDERSON LIVINGSTON ENGINEERS, INC. DATED APRIL 9, 2018.

2. ON JULY 20 & 21, 2021 HALEY WARD CONDUCTED A HIGHWAY SURVEY AND SOME LIMITED TOPOGRAPHY ON THE SUBJECT PROPERTY AS WELL AS TIE INTO THE BOUNDARY SURVEY BY ANDERSON LIVINGSTON ENGINEERS, INC.

GRAPHIC SCALE

20 0 10 20 40 60

(IN FEET)
1 inch = 20 ft.

REV.	DATE	DESCRIPTION	BY	CHK.

DRAWING ISSUE STATUS
NOT FOR CONSTRUCTION

HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING
One Merchants Plaza, Suite 701
Bangor, Maine 04401
207.989.4824
WWW.HALEYWARD.COM

PROJECT
GCS ENTERPRISES LLC
US ROUTE 1, KITTERY, MAINE

TITLE
PROPOSED LIGHTING PLAN

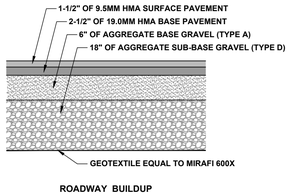
STATE OF MAINE
SEAN M. THIES
No. 10139
05/18/2022
LICENSED
PROFESSIONAL ENGINEER

DATE	SCALE
2021.05.26	1"=20'

DRAWN BY	DESIGNED BY	CHECKED BY
WAB	WAB	SMT

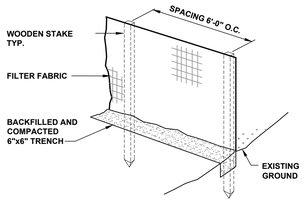
PROJECT No. 13522.001

DRAWING No. **C103** REV.



TYPICAL ROADWAY/SIDEWALK BUILDUP DETAIL

N.T.S.

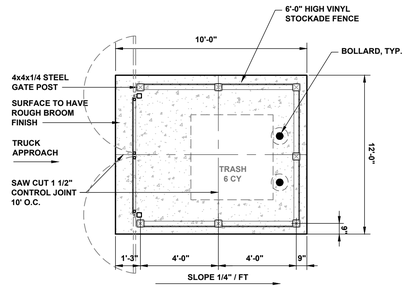


NOTES:

1. KEY FABRIC IN A 6"x6" TRENCH W/BACKFILL AND COMPACT.
2. SILT FENCE SHALL BE A 3' FENCE WITH A MINIMUM GRAB STRENGTH OF 120 LBS.

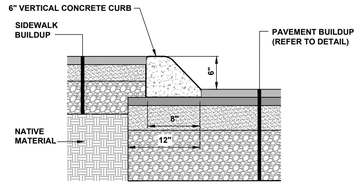
SILT FENCE DETAIL

N.T.S.



DUMPSTER PAD AND ENCLOSURE DETAIL

N.T.S.



NOTES:

1. ALL CURBING AND TERMINATION IN CONJUNCTION WITH SIDEWALKS MUST MEET ADA REQUIREMENTS.

SLIP FORM CONCRETE CURB DETAIL

N.T.S.

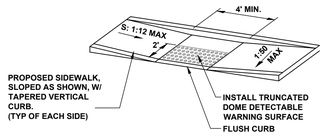
EROSION CONTROL NOTES

1. ALL SEDIMENTATION AND EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE MAINE EROSION AND SEDIMENTATION CONTROL BEST MANAGEMENT PRACTICES (BMPS), PUBLISHED BY THE BUREAU OF LAND AND WATER QUALITY, MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION, LATEST EDITION.
2. SILT FENCE WILL BE INSPECTED, REPLACED AND/OR REPAIRED IMMEDIATELY FOLLOWING ANY SIGNIFICANT RAINFALL OR SNOW MELT OR LOSS OF SERVICEABILITY DUE TO SEDIMENT ACCUMULATION. AT A MINIMUM, ALL EROSION CONTROL DEVICES WILL BE OBSERVED WEEKLY.
3. DURING THE CONSTRUCTION PHASE, INTERCEPTED SEDIMENT WILL BE RETURNED TO CONSTRUCTION SITE.
4. SEDIMENT CONTROL DEVICES SHALL REMAIN IN PLACE AND BE MAINTAINED BY THE CONTRACTOR UNTIL AREAS UPSLOPE ARE STABILIZED BY A SUITABLE GROWTH OF GRASS. ONCE A SUITABLE GROWTH OF GRASS HAS BEEN OBTAINED, ALL TEMPORARY EROSION CONTROL ITEMS SHALL BE REMOVED BY THE CONTRACTOR. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THEY ARE REMOVED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED, SEEDED, AND MULCHED IMMEDIATELY.
5. ALL DISTURBED AREAS WILL BE SEEDED WITH 2.5 LBS. RED FESCUE AND 0.5 LBS. RYE GRASS PER 1,000 SQUARE FEET AND MULCHED AT A RATE OF 90 LBS. PER 1,000 SQUARE FEET OR EQUIVALENT APPLICATION OF SEED AND MULCH.
6. A SUITABLE BINDER SUCH AS CURASOL OR TERRTACK WILL BE USED ON THE HAY MULCH FOR WIND CONTROL.
7. IF FINAL SEEDING OF DISTURBED AREAS IS NOT COMPLETED BY SEPTEMBER 15th OF THE YEAR OF CONSTRUCTION, THEN ON THAT DATE THESE AREAS WILL BE GRADED AND SEEDED WITH WINTER RYE AT THE RATE OF 112 POUNDS PER ACRE OR 3 POUNDS PER 1000 SQUARE FEET. THE RYE SEEDING WILL BE PRECEDED BY AN APPLICATION OF 3 TONS OF LIME AND 900 LBS. OF 10-20-20 FERTILIZER OR ITS EQUIVALENT. MULCH WILL BE APPLIED AT A RATE OF 90 POUNDS PER 1000 SQUARE FEET.
8. IF THE RYE SEEDING CANNOT BE COMPLETED BY OCTOBER 1st OR IF THE RYE DOES NOT MAKE ADEQUATE GROWTH BY DECEMBER 1st, THEN ON THOSE DATES, HAY MULCH WILL BE APPLIED AT 150 POUNDS PER 1000 SQUARE FEET.
9. INTERIOR SILT FENCES ALONG CONTOUR DIVIDING FLAT AND STEEP SLOPES, AREAS WITH DIFFERENT DISTURBANCE SCHEDULES, AROUND TEMPORARY STOCKPILES OR IN OTHER UNSPECIFIED POSSIBLE CIRCUMSTANCES SHOULD BE CONSIDERED BY THE CONTRACTOR. THE INTENT OF SUCH INTERIOR SILT FENCES IS TO LIMIT SEDIMENT TRANSPORT WITHIN THE SITE TOWARD THE PROTECTED CATCH BASIN INLETS TO MINIMIZE SEDIMENT REMOVAL REQUIRED BY THE EROSION CONTROL NOTE 9 PROTECTIONS AND EXTEND LIFE OF SUCH DEVICES.
10. THE CONTRACTOR SHALL PROVIDE A SEDIMENT BASIN FOR ALL WATER PUMPED FROM EXCAVATIONS. BASIN SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE "MAINE EROSION AND SEDIMENT HANDBOOK FOR CONSTRUCTION: BEST MANAGEMENT PRACTICES". THE CONTRACTOR SHALL SUBMIT FOR REVIEW/APPROVAL PRIOR TO BEGINNING ANY PROJECT WORK.
11. MINIMUM EROSION CONTROL MEASURES WILL NEED TO BE IMPLEMENTED AND THE CONTRACTOR WILL BE RESPONSIBLE TO MAINTAIN ALL COMPONENTS OF THE EROSION CONTROL PLAN UNTIL THE SITE IS FULLY STABILIZED. HOWEVER, BASED ON SITE AND WEATHER CONDITIONS DURING CONSTRUCTION, ADDITIONAL EROSION CONTROL MEASURES MAY NEED TO BE IMPLEMENTED. ALL AREAS OF INSTABILITY AND EROSION MUST BE REPAIRED IMMEDIATELY DURING CONSTRUCTION AND NEED TO BE MAINTAINED UNTIL THE SITE IS FULLY STABILIZED OR VEGETATION IS ESTABLISHED. A CONSTRUCTION LOG MUST BE MAINTAINED FOR THE EROSION AND SEDIMENTATION CONTROL INSPECTIONS AND MAINTENANCE

    CONTRACTOR WILL BE RESPONSIBLE FOR FOLLOWING PROCEDURES FOUND IN THE "MAINE EROSION AND SEDIMENT CONTROL PRACTICES FIELD GUIDE FOR CONTRACTORS" (PUBLISHED MARCH 2015). THE PUBLICATION CAN BE FOUND AT: HTTP://WWW.MAINE.GOV/DEP/LAND/EROSION/ESCBMPS/INDEX.HTML

STORMWATER & EROSION CONTROL MANAGEMENT AND MAINTENANCE NOTES

1. THE FOLLOWING NOTES DESCRIBE EROSION CONTROL AND STORMWATER MANAGEMENT MAINTENANCE ACTIVITIES TO BE CONDUCTED DURING CONSTRUCTION BY THE CONTRACTOR, AND AFTER CONSTRUCTION IS AN ONGOING REQUIREMENT OF THE OWNER. FEATURES ON THE SITE TO BE MAINTAINED INCLUDE PAVED AREAS, VEGETATED SWALES, A CATCH BASIN, A CULVERT, AND A CULVERT OUTLET.
2. REMOVE ACCUMULATED SEDIMENTS AND DEBRIS FROM CATCH BASIN SUMP, GRATE AND COLLECTON AREA.
3. ENSURE DITCHES AND SWALES ARE PERMANENTLY STABILIZED AFTER CONSTRUCTION AND ONGOING.
4. CLEAR DITCHES OF OBSTRUCTIONS, ACCUMULATED SEDIMENTS,OR DEBRIS AFTER CONSTRUCTION AND ONGOING.
5. ENSURE DITCH LINING/BOTTOMS ARE FREE OF EROSION AFTER CONSTRUCTION AND ONGOING.
6. CLEAR CULVERT OF OBSTRUCTIONS, ACCUMULATED SEDIMENTS OR DEBRIS AFTER CONSTRUCTION AND ONGOING.
7. ENSURE SLOPE IS STABILE AND IS NOT SHOWING SIGNS OF EROSION.
8. ENSURE RUNOFF IS FLOWING IN DITCHES AS INTENDED.

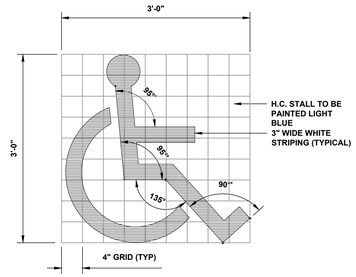


NOTES:

1. THE TEXTURE OF THE WARNING FEATURE MUST CONTRAST WITH THE SURROUNDING SURFACES (EITHER LIGHT ON DARK, OR DARK ON LIGHT).
2. SIZE OF DETECTABLE SURFACE TO BE 24" MIN. HEIGHT x THE FULL WIDTH OF THE RAMP / WALK.
3. CAST IRON DETECTABLE WARNING PAVER SURFACE SHALL BE EQUAL TO NEENAH FOUNDRY, UN-PAINTED.
4. PAVERS SHALL BE INSTALLED IN ACCORDANCE WITH ADA GUIDELINES, AND PER MANUFACTURER'S WRITTEN INSTRUCTIONS.

TYPICAL HANDICAP CURB RAMP DETAILS

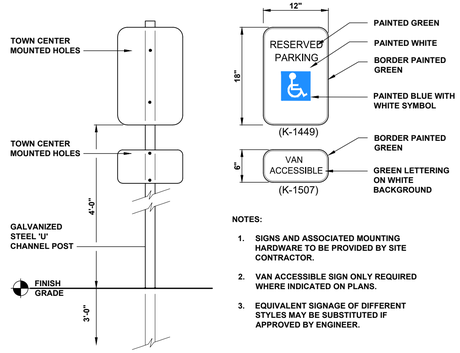
N.T.S.



NOTE: CENTER SYMBOL WITHIN PARKING STALL

TYPICAL HANDICAP PARKING STALL SYMBOL

N.T.S.

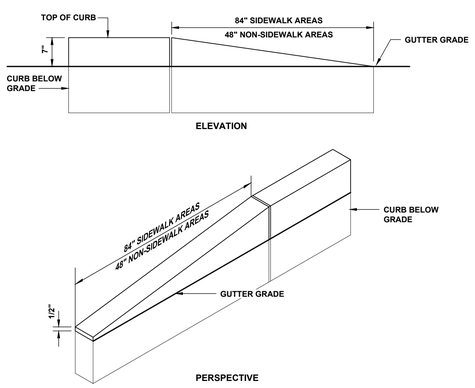


NOTES:

1. SIGNS AND ASSOCIATED MOUNTING HARDWARE TO BE PROVIDED BY SITE CONTRACTOR.
2. VAN ACCESSIBLE SIGN ONLY REQUIRED WHERE INDICATED ON PLANS.
3. EQUIVALENT SIGNAGE OF DIFFERENT STYLES MAY BE SUBSTITUTED IF APPROVED BY ENGINEER.

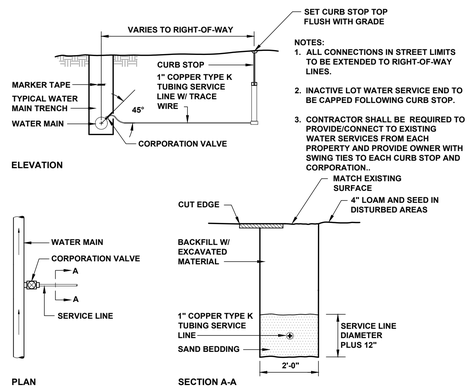
TYPICAL HANDICAP PARKING SIGN DETAIL

N.T.S.



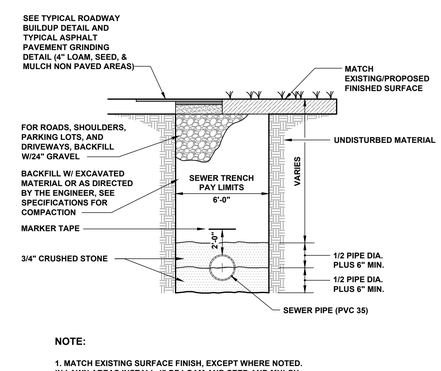
TYPICAL CURB TERMINATION DETAIL

N.T.S.



TYPICAL WATER SERVICE DETAIL

N.T.S.



NOTE:

1. MATCH EXISTING SURFACE FINISH, EXCEPT WHERE NOTED. IN LAWN AREAS INSTALL 4" OF LOAM AND SEED AND MULCH.

TYPICAL SEWER TRENCH DETAIL

N.T.S.

REV.	DATE	DESCRIPTION	BY	CHK.

DRAWING ISSUE STATUS

NOT FOR CONSTRUCTION

HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING
One Merchants Plaza, Suite 701
Bangor, Maine 04401
207.989.4824
WWW.HALEYWARD.COM

PROJECT

GCS ENTERPRISES LLC
US ROUTE 1, KITTERY, MAINE

TITLE

SITE DETAILS

STATE OF MAINE
SEAN M. THIES
No. 10139
05/18/2022
LICENSED PROFESSIONAL ENGINEER

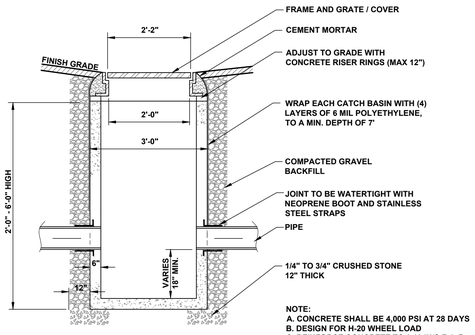
DATE	SCALE
2021.05.26	NTS

DRAWN BY	DESIGNED BY	CHECKED BY
WAB	WAB	SMT

PROJECT No.
13522.001

DRAWING No.
C501

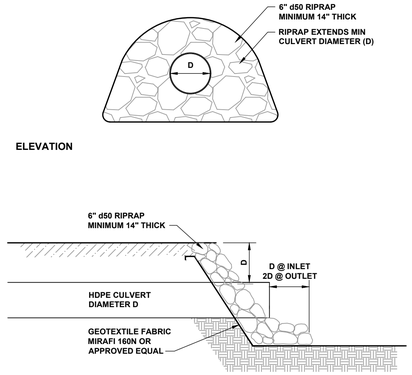
REV.



NOTE:
A. CONCRETE SHALL BE 4,000 PSI AT 28 DAYS
B. DESIGN FOR H-20 WHEEL LOAD
C. REINFORCE CONCRETE TO 0.12 IN/S.F. L.F.

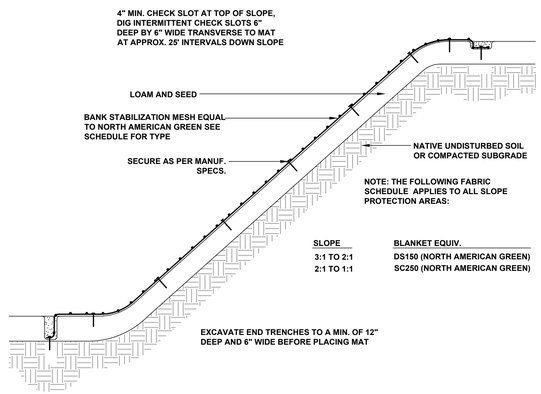
TYPICAL TYPE 'F' CATCH BASIN DETAIL

N.T.S.



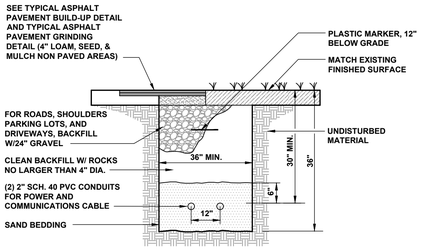
TYPICAL CULVERT INLET/OUTLET PROTECTION DETAIL

N.T.S.



BANK STABILIZATION DETAIL

N.T.S.



NOTES:

1. SIZE, NUMBER, MATERIAL, AND ARRANGEMENT OF CONDUIT SHALL BE COORDINATED WITH INDIVIDUAL UTILITIES.
2. ALL ELECTRICAL CONDUIT AND STRUCTURES SHALL BE WATER TIGHT.
3. CONDUITS SHALL EXCLUSIVELY SERVE EITHER POWER OR COMMUNICATIONS.

TYPICAL UNDERGROUND UTILITY TRENCH DETAIL

N.T.S.

NOTE:

1. MATCH EXISTING SURFACE FINISH, EXCEPT WHERE NOTED. IN LAWN AREAS INSTALL 4" OF LOAM AND SEED AND MULCH.

TYPICAL STORM DRAIN TRENCH DETAIL

N.T.S.

NOTES:

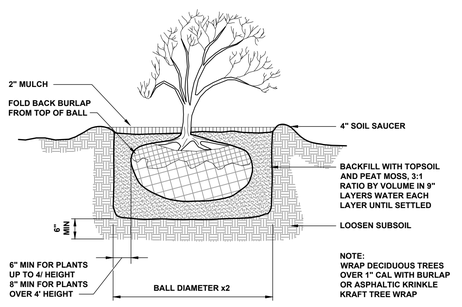
1. CHEVRON STICK SHALL BE INSTALLED ON EACH TERMINAL END.
2. REFLECTORIZED FLEXIBLE GUARDRAIL MARKERS SHALL BE MOUNTED ON ALL GUARDRAILS AT THE FLARED END TREATMENT TERMINALS AND IT'S TANGENT POINTS, AT BOTH THE LEADING AND TRAILING ENDS OF EACH GUARDRAIL.
3. REFLECTORIZED BEAM GUARDRAIL DELINEATOR SHALL BE MOUNTED WITHIN THE GUARDRAIL BEAM AT A MINIMUM EVERY OTHER GUARDRAIL POST.
4. GUARDRAIL COMPONENTS SHALL MEET MDOT SECTION 606 SPECIFICATIONS.

STEEL GUARDRAIL DETAIL

N.T.S.

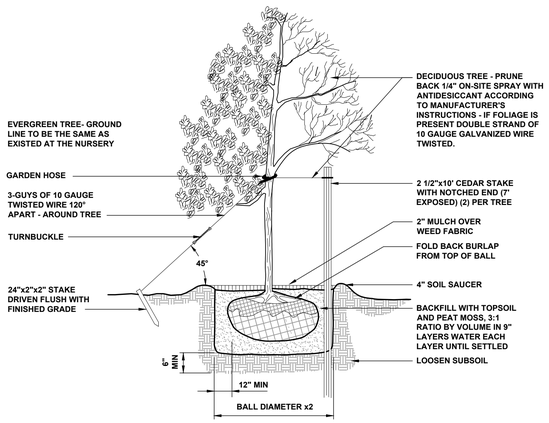
TYPICAL LIGHT POLE BASE DETAIL

N.T.S.



SHRUB PLANTING DETAIL

N.T.S.



TYPICAL PLANTING DETAIL

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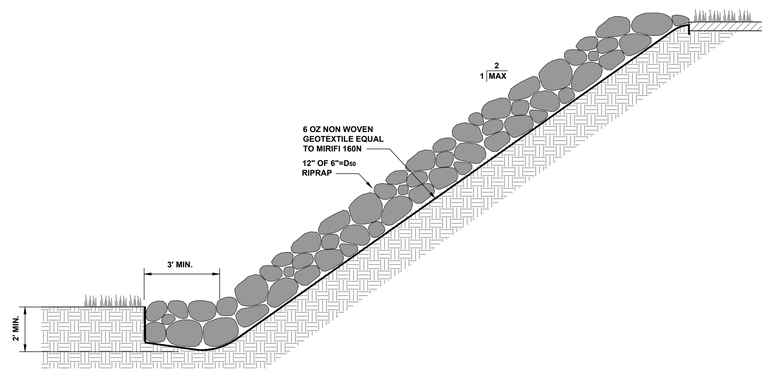

RIP RAPPED SLOPE STABILIZATION DETAIL

N.T.S.

REV.	DATE	DESCRIPTION	BY	CHK.

DRAWING ISSUE STATUS

NOT FOR CONSTRUCTION

HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING
One Merchants Plaza, Suite 701
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207.989.4824
WWW.HALEYWARD.COM

PROJECT

GCS ENTERPRISES LLC
US ROUTE 1, KITTERY, MAINE

TITLE

SITE DETAILS

STATE OF MAINE
SEAN M. THIES
No. 10139
05/18/2022
LICENSED
PROFESSIONAL ENGINEER

DATE	SCALE
2021.05.26	NTS

DRAWN BY	DESIGNED BY	CHECKED BY
WAB	WAB	SMT

PROJECT No. 13522.001

DRAWING No. **C502** REV.

PARSONS LANE

GRAVEL ROAD

CEMETERY

DRILL HOLE FND.

S58° 27' 13"E
49.46'

S42° 09' 31"E
131.73'

300' SC
S: 0.07

S58° 30' 22"E
79.88'

45' SC
S: 0.03

50' SF
S: 0.02

50' SF
S: 0.02

110' SC
S: 0.015

N58° 06' 54"W
303.20'

50' SC
S: 0.04

65' SC
S: 0.10

40' SC
S: 0.50

N31° 45' 19"E
243.06'

SUMMATION POINT 1

U.S. ROUTE 1

RIM = 78.79'
A: 4" PVC, INV. ELEV. = 75.79'
B: THREE 1.5" PVC PIPES, INV. ELEV. = 76.59'
C: 4" CLAY, INV. ELEV. = 75.69'

INV. = 75.18

12" CULV.

INV. =

1

2

PRE LEGEND:

	PROPERTY LINE
	WATERSHED BOUNDARY LINE
1	WATERSHED DESIGNATION
	TIME OF CONCENTRATION FLOW PATH
50' SF	FLOW PATH DESCRIPTION
SF	SHEET FLOW
SC	SHALLOW CONCENTRATED FLOW
CF	CHANNEL FLOW
PF	PIPE FLOW
	STORMWATER FLOW DIRECTION

GRAPHIC SCALE

20 0 10 20 40 60

(IN FEET)
1 inch = 20 ft.

REV.	DATE	DESCRIPTION	BY	CHK

DRAWING ISSUE STATUS

NOT FOR CONSTRUCTION

HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING
One Merchants Plaza, Suite 701
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PROJECT

GCS ENTERPRISES LLC
US ROUTE 1, KITTERY, MAINE

TITLE

PRE DEVELOPMENT HYDROLOGY PLAN

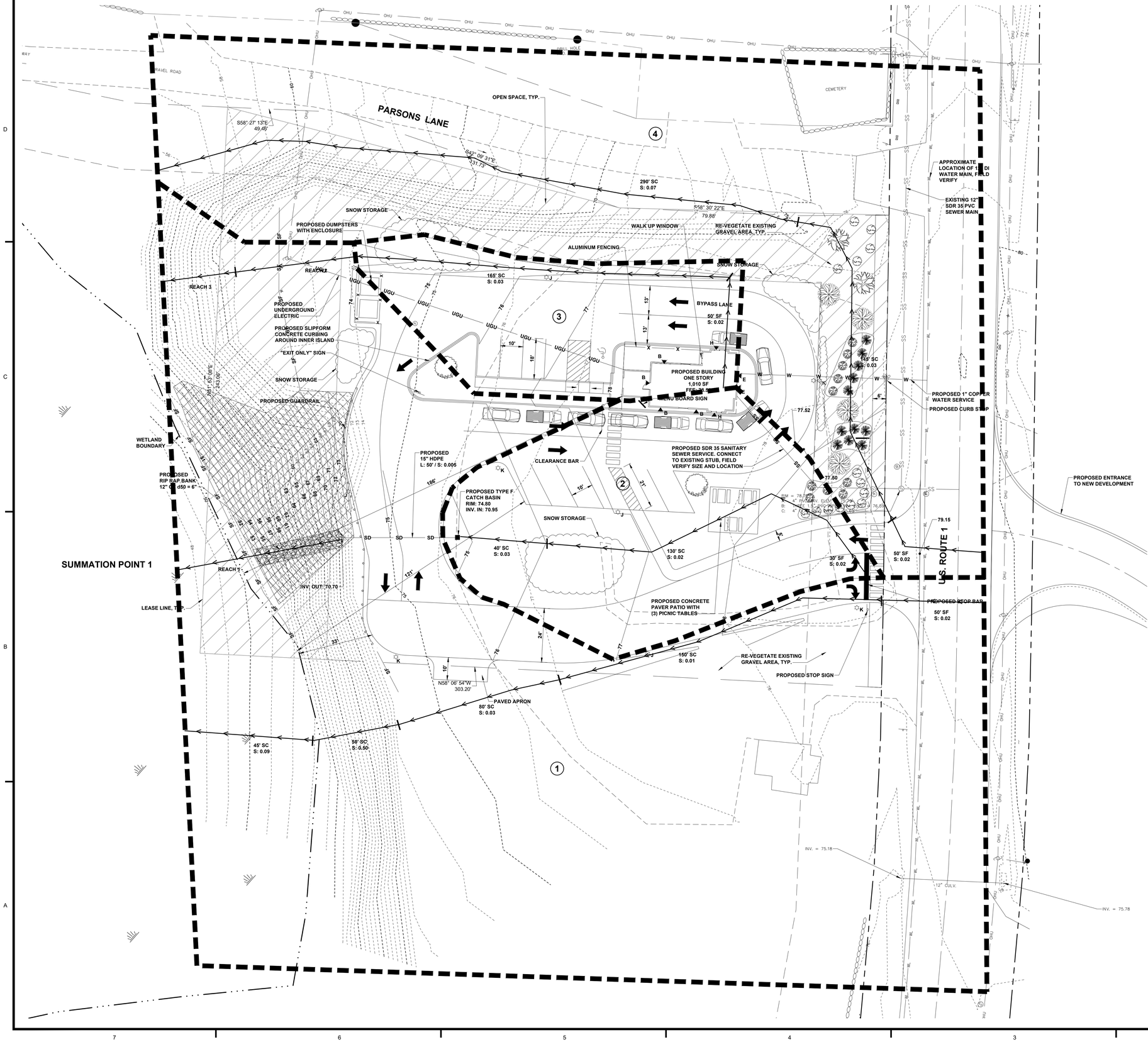
STATE OF MAINE
SEAN M. THIES
No. 10139
05/18/2022
LICENSED PROFESSIONAL ENGINEER

DATE	SCALE
2021.05.26	1"=20'

DRAWN BY	DESIGNED BY	CHECKED BY
WAB	WAB	SMT

PROJECT No. 13522.001

DRAWING No. **C701** REV.



POST LEGEND:

	PROPERTY LINE
	WATERSHED BOUNDARY LINE
1	WATERSHED DESIGNATION
	TIME OF CONCENTRATION FLOW PATH
50' SF	FLOW PATH DESCRIPTION
SF	SHEET FLOW
SC	SHALLOW CONCENTRATED FLOW
CF	CHANNEL FLOW
PF	PIPE FLOW
	STORMWATER FLOW DIRECTION

GRAPHIC SCALE

20 0 10 20 40 60

(IN FEET)
1 inch = 20 ft.

REV.	DATE	DESCRIPTION	BY	CHK.

DRAWING ISSUE STATUS

NOT FOR CONSTRUCTION

HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING
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207.989.4824
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PROJECT

GCS ENTERPRISES LLC
US ROUTE 1, KITTERY, MAINE

TITLE

POST DEVELOPMENT HYDROLOGY PLAN

STATE OF MAINE
SEAN M. THIES
No. 10139
05/18/2022
LICENSED PROFESSIONAL ENGINEER

DATE	SCALE
2021.05.26	1"=20'

DRAWN BY	DESIGNED BY	CHECKED BY
WAB	WAB	SMT

PROJECT No. 13522.001

DRAWING No. **C702** REV.

FILE LOCATION: P:\13522-SPARK_FRANCHISE_SOLUTIONS\01-AROMA_JOE'S-ROUTE 1 KITTERY-SMT\02-CAD_DRAWINGS\CIVIL\DISIGN_DWGS\13522.001-C-HY.DWG, 2022.05.18, 2:07 PM