



City of Gardiner
Site Plan Review Application

Project Name: Elwell Excavation Project Cost: _____

Date of submission: February 10, 2025 Received by: _____ Fees: \$250

Proposal (including all other local, state and federal permits required for the project):

Elwell Excavation, herein called the applicant has a purchase and sale agreement for Lot #12 in the Libby Hill Business Park in Gardiner, Maine. The project will consist of a new 9,600 sf warehouse on Lot #12 along with laydown area to support the construction operation.

Anticipated beginning/completion dates of construction: May 2025/September 2025

1. General Information:

Name of Property Owner: City of Gardiner

Address: 6 Church Street, Gardiner, Maine 04345

Phone/Fax No: 207-582-4200

Applicant/Agent Name: Elwell Excavation

Address: 36 Oak Street, Lisbon Falls, Maine 04252

Phone/Fax No: 207-650-7453

Design Consultant(s): Surveyor Engineer Architect Planner

Name: E.S. Coffin Engineering & Surveying (c/o Jim Coffin)

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

Phone/Fax No 207-623-9475(p) / 207-623-0016(f)

Name: James Coffin (PE #8500)

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

Phone/Fax No: 207-623-9475/207-623-0016

Name: Kane Coffin (PLS #1292)

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

Phone/Fax No: 207-623-9475/207-623-0016

Signature: *Jim Coffin* Date: February 10, 2025

2. Property Information:

Location of Property:

Deed Ref: <u>Book 9603</u>	<u>Page 60</u>	City Tax Map(s): <u>7</u>	Lot(s): <u>18A-12</u>
Deed Ref: <u>Book 9260</u>	<u>Page 21</u>	City Tax Map(s): _____	Lot(s): _____
Deed Ref: _____	_____	City Tax Map(s): _____	Lot(s): _____
Deed Ref: _____	_____	City Tax Map(s): _____	Lot(s): _____
Deed Ref: _____	_____	City Tax Map(s): _____	Lot(s): _____
Deed Ref: _____	_____	City Tax Map(s): _____	Lot(s): _____
Property Size/Frontage:	Acres: <u>3.64</u>	Road: <u>529'</u>	Shore:
Zoning District(s): <u>Planned Industrial Commercial (PIC)</u>			

3. Development Information:

Include copies of the following as attachments:

- Deed for property, option to buy or other documentation to demonstrate right, title or interest in property on the part of the applicant
- Tax map showing the property and surrounding location
- One or more site maps prepared by a professional engineer or architect, drawn to scale showing:

location of property	property boundaries	elevations	existing & proposed uses
parking areas	roads	driveways	existing & proposed structures
entrances	erosion control features	setbacks	storm water control features
buffers & screening	rights-of-way	easements	essential services and utilities
waterbodies	all other features necessary to show compliance with this Ordinance		
- Building and structure drawings showing the footprint, height, front, side and rear profiles and all design features necessary to show compliance with this Ordinance.
- Elevation drawings prepared by a professional engineer or architect shall show the façade and roof of the side of all proposed structures facing the road, and the side facing the customer entrance. The drawings shall clearly illustrate the profile of the roof. All façade and roof materials shall be identified including color and texture.
- Photographs or similar photo representations or drawings shall show the architectural design and context of the proposed structures and adjacent properties on the both sides of the road.
- Any other information necessary to show that the proposal complies with the applicable provisions of this Ordinance.
- All other required city permit applications necessary for the proposal.

6.3.1 **Waivers**

List any waivers of the submission requirements and the reasons for the waiver request.

No waivers are being asked for with this submission.

6.3.2.7.2 The proposed development activity for which approval is requested including:

1. The estimated demand for water supply and sewage disposal together with the proposed location and provisions for water supply and wastewater disposal including evidence of soil suitability if on-site sewage disposal is proposed;
A letter has been sent to Zach Lovely of the Gardiner Water District asking if the Gardiner Water District has sufficient water capacity for the proposed project.
2. The direction of proposed surface water drainage across the site and from the site together with the proposed location of all stormwater facilities and evidence of their adequacy;
The surface water is directed towards the existing detention pond (#8) to the south. Ditches, pipes and catch basins help convey the runoff into the pond. Lot 12 has an allowable impervious area of 1.8 acres as shown on the Phase I Overall Plan by Oest Associates. The total impervious area after this project has been constructed will be 1.23 acres. All lots in the LHBP have been pre-designed for stormwater with wet ponds for Phase II and detention ponds for Phase I.
3. The location, dimensions, and ground floor elevations of all proposed buildings and structures including expansions or modifications to existing buildings that change the footprint of the building;
These elements can be found on the site plan (C-1).
4. The location, dimensions and materials to be used in the construction of drives, parking areas, sidewalks and similar facilities;
These elements can be found on the site plan (C-1) and detail sheets.
5. The proposed flow of vehicular and pedestrian traffic into and through the property;
Very few lots in the Libby Hill Business Park allow pedestrian traffic through their site. In addition, there aren't any sidewalks along any of the roads in the park. Vehicles will enter the site from Technology Drive and go in either direction around the proposed building as shown on the site plan (C-1).
6. The location and details for any signs proposed to be install or altered;
The applicant is proposing to erect a new sign adjacent to the entrance into the site as shown on the Site Plan (C-1).
7. The location and details for any exterior lighting proposed to be installed or altered;
All exterior lights will be wall packs (dark sky) that are attached to the building and a detail is included with this submission.
8. Provisions for landscaping and buffering; and
The project is required to implement a partial screen along Technology Drive and along the rear and side property lines.
9. Any other information necessary to demonstrate compliance with the review criteria or other standards of the Land Use Ordinance.
No other information is included at this time.

6.3.3 Additional Information for Applications for Planning Board Review and Site Plan Review

In addition to the information required for all applications in accordance with 6.3.2, an application for a project that requires Planning Board Review or Site Plan Review shall contain the following additional information:

- 6.3.3.1** Building and structure drawings showing the footprint, height, front, side and rear profiles and all design features necessary to show compliance with this Ordinance;
[A drawing showing a 3-D perspective of the building is included.](#)
- 6.3.3.2** An estimate of the peak hour and average daily traffic to be generated by the project and evidence that the additional traffic can be safely accommodated on the adjacent streets;
[David Allen \(MDOT\) has stated that once the left-hand turn lane was installed along Enterprise Drive that the conditions of the turning movement permit have been met and no further traffic mitigation is required within the subdivision. We have included a traffic report to show that there are 4.3 peak hour trips associated with this development.](#)
- 6.3.3.3** An erosion and sedimentation control plan;
[The erosion and sedimentation control plan can be found on Sheet C-3.](#)
- 6.3.3.4** A stormwater management plan demonstrating how any increased runoff from the site will be handled if the project requires a stormwater permit from the Maine Department of Environmental Protection or if the Planning Board determines that such information is necessary based on the scale of the project and the existing conditions in the vicinity of the project; and
[Lot 12 has an allowable impervious area of 1.8 acres per the Phase I Overall Plan. The total impervious area after this project has been constructed will be 1.23 acres. All lots in the LHBP have been pre-designed for stormwater with wet ponds for Phase II and detention ponds for Phase I.](#)
- 6.3.3.5** If the property contains an identified historic or archeological resource, the application shall include an analysis explaining how the resource was taken into account in the project planning and how any negative consequences of the proposed development activity on the resource will be mitigated.
[A letter has been sent to the Maine Historical Preservation Commission, asking if there are any historic properties affected by the proposed project.](#)

6.3.4 Additional Information for Applications for Site Plan Review

In addition to the information required for all applications in accordance with 6.3.2 and the additional information required by 6.3.3, an application for a project that requires Site Plan Review shall contain the following additional information:

- 6.3.4.1** The site map(s) required in 6.3.2.7 shall be prepared and sealed by a professional engineer or architect.
[This information is included with this submission.](#)
- 6.3.4.2** Elevation drawings prepared by a professional engineer or architect showing the façade and roof of the side of all proposed structures facing the road, and the side facing the customer entrance. The drawings shall clearly illustrate the profile of the roof. All façade and roof materials shall be identified including color and texture.
[This information is included with this submission.](#)
- 6.3.4.3** Photographs or similar photo representations or drawings showing the architectural design and context of the proposed structures and adjacent properties on the both sides of the road.
[This information is included with this submission.](#)

6.5.1 Review Criteria for All Applications

Applicant shall provide information that demonstrates that the proposed use or uses meets the Review Criteria listed below:

- 6.5.1.1 The application is complete and the review fee has been paid.
The application is complete and the Site Plan Review fee of \$250.00 has been submitted.
- 6.5.1.2 The proposal conforms to all applicable provisions of the Ordinance.
The project conforms to all applicable provisions of the LUO.
- 6.5.1.3 The proposed activity will not result in water pollution, erosion or sedimentation to water bodies.
The application contains all pertinent erosion and sediment control devices needed for the project. All runoff flows south to the existing pond shown on the Phase I Lotting Plan of the Libby Hill Business Park.
- 6.5.1.4 The proposal will provide for the adequate disposal of all wastewater and solid waste.
Public sewer is available for the project and all wastewater associated with the bathrooms, break room, etc. will be sent to the sewer system under Technology Drive. A letter has been sent to Anthony Soucy (Director) of the Gardiner Sewage District asking if District has sufficient capacity to serve the proposed addition. A dumpster enclosure is shown on the Site Plan (C-1) that will provide adequate disposal of solid wastes. The LHBP Phase I DEP permit allows the 12 lots to produce up to 24 tons per year or 120 cubic yards of solid wastes.
- 6.5.1.5 The proposal will not have an adverse impact upon wildlife habitat, unique natural areas, shoreline access or visual quality, scenic areas and archeological and historic resources.
Letters have been sent to the Maine Historical Preservation Committee (MHPC), the Maine Department of Inland Fisheries & Wildlife and the Maine Department of Agriculture, Conservation & Forestry (MNAP). We have received the MNAP letter, but are still waiting for the other two.
- 6.5.1.6 The proposal will not have an adverse impact upon waterbodies and wetlands.
There aren't any wetlands on the parcel nor are there any waterbodies and this section is not applicable.
- 6.5.1.7 The proposal will provide for adequate storm water management.
Lot 12 has an allowable impervious area of 1.8 acres per the Phase I Overall Plan. The total impervious area after this project has been constructed will be 1.23 acres. All lots in the LHBP have been pre-designed for stormwater with wet ponds for Phase II and detention ponds for Phase I.
- 6.5.1.8 The proposal will conform to all applicable Shoreland Zoning requirements.
The project is not within Shoreland Zoning and this section is not applicable.
- 6.5.1.9 The proposal will conform to all applicable Floodplain Management requirements.
The project is not within the 100-year flood elevation per the FIRM Map and this section is not applicable.
- 6.5.1.10 The proposal will have sufficient water available to meet the needs of the development.
A letter has been sent to Zach Lovely of the Gardiner Water District asking if the Gardiner Water District has sufficient water capacity for the proposed project.
- 6.5.1.11 The proposal will not adversely affect groundwater quality or quantity.
The project will connect to public water on Technology Drive for domestic water service and a letter has been sent to Zach Lovely of the Gardiner Water District asking if the Gardiner Water District has sufficient water capacity for the proposed project. Groundwater quality and quantity will not be adversely affected with the proposed project.

- 6.5.1.12** The proposal will provide for safe and adequate vehicle and pedestrian circulation in the development.
The proposed site is being utilized for a construction business with offices associated with the applicant's operation. Pedestrians will not be able to walk around on site as this is the case in almost all of the parcels within the Libby Hill Business Park. Tractor trailer trucks can access and negotiate the site as needed with the ability to drive box trucks through the service area. The site has been designed to allow 67' long tractor trailer trucks to enter off Technology Drive and drive in a either direction around the proposed building. There is more than enough area for vehicle circulation associated with the site.
- 6.5.1.13** The proposal will not result in a reduction of the quality of any municipal service due to an inability to serve the needs of the development.
A letter has been sent to John Cameron (Public Works Director) asking if he has any issues with the project.
- 6.5.1.14** The applicant has the adequate financial and technical capacity to meet the provisions of this Ordinance.
E.S. Coffin Engineering & Surveying has the technical ability to complete the project. The applicant will provide a financial statement stating that they have adequate funds to complete the project prior to the PB meeting.
- 6.5.1.15** If the property contains an identified historic or archeological resource, the proposal shall include appropriate measures for protecting the resource, including but not limited to modification of the proposed design of the site, the timing of construction, and limiting the extent of excavation.
A letter has been sent to the Maine Historical Preservation Commission, asking if there are any historic properties affected by the proposed project.

6.5.2 Additional Site Plan Review Criteria

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

- 6.5.2.1.** The proposal will be sensitive to the character of the site, neighborhood and the district in which it is located including conformance to any zoning district specific design standards;
The parcel is surrounded by other commercial/industrial parcels in the Libby Hill Business Park. There are no design standards in the PIC District.
- 6.5.2.2** The proposal shall not have an adverse impact upon neighboring properties.
There aren't any residential properties that abut the parcel. It will be virtually impossible to see the building except from Technology Drive. Dust will be controlled during construction by using water or calcium. The project will not have an adverse impact on neighboring properties.
- 6.5.2.3** The proposal contains landscaping, buffering, and screening elements which provide privacy to adjacent land uses.
The project is required to implement a partial screen along Technology Drive and along the rear and side property lines.
- 6.5.2.4** The building site and roadway design shall harmonize with the existing topography and conserve natural surroundings and vegetation to the greatest practical extent such that filling, excavation and earth moving is kept to a minimum.
The proposed driveway into the site is off from Technology Drive is at an elevation where the building finish floor elevation is about 10 feet lower. With the proposed entrance all traffic entering the site either utilizes the parking area along the west side of the building or parks in the rear of the site. The site has been graded to send runoff away from the building in all directions and the cuts/fills have been minimized as much as possible with the existing topography of the parcel.
- 6.5.2.5** The proposal shall reflect the natural capabilities of the site to support the development. Buildings, structures, and other features should be located in the areas of the site most suitable for development. Environmentally sensitive areas including waterbodies, steep slopes, floodplains, wetlands, significant plant and wildlife habitats, scenic areas, aquifers and archeological and historic resources shall be preserved to the maximum extent.
The proposed building is situated on the most desirable location on lot #12. The development does not impact any wetlands. Letters have been sent to the Maine Historical Preservation Committee, the Maine Department of Inland Fisheries & Wildlife and the Maine Natural Areas Program (MNAP) and only the MNAP had provided a letter to date.
- 6.5.2.6** The proposal shall provide for a system of pedestrian ways within the site appropriate to the development and the surrounding area. The system shall connect building entrances/exits with the parking areas and with existing sidewalks, if they exist or are planned in the vicinity of the project.
There are not any sidewalks on Technology Drive nor along any road within the LHBP. The general public can drive into the site, find a parking space and enter the office area, but this entire site is geared towards a construction services facility with tractor trailer trucks and other construction vehicles moving continuously around the all sides of the building. It doesn't make sense for any pedestrian access to occur other than the sidewalks abutting the parking areas.

- 6.5.2.7** In urban and built-up areas, buildings shall be placed closer to the road in conformance with setback requirements and parking areas shall be located at the side or rear. In rural or sparsely built areas, buildings shall be set well back from the road to respect the rural character of the area. Front parking areas shall be landscaped to reflect the rural area.
The proposed building is situated on site so tractor trailers can adequately maneuver in and out of the construction services building. There is parking along the east and west sides of the building. There is not any "Rural Character" associated with the Libby Hill Business Park as there are only commercial and industrial uses. The proposed parking areas are all adjacent to building so that headlights point towards the building except in the rear of the property. There has been additional landscaping added near the parking areas to soften the paved areas.
- 6.5.2.8** Proposals with multiple buildings shall be designed and placed to utilize common parking areas to the greatest practical extent.
There will not be multiple buildings on the parcel and this section is not applicable.
- 6.5.2.9** Building entrances shall be oriented to the public road unless the layout or grouping of the buildings justifies another approach.
The main entrance to the building will be on the west side of the proposed building, which faces Technology Drive.
- 6.5.2.10** Exterior building walls greater than 50 feet in length which can be viewed from the public road shall be designed with a combination of architectural features with a variety of building materials and shall include landscaping abutting the wall for at least 50% of the wall.
There are not any building design standards in the PIC District and therefore this section is not applicable.
- 6.5.2.11** Building materials shall match the character of those commonly found in the City and surrounding area and include brick, wood, native stone, tinted /textured concrete block or glass products. Materials such as smooth-faced concrete block or concrete panels and steel panels shall only be used as accent features. Materials shall be of low reflectance, subtle, neutral or earth tone colors. High-intensity and bright colors shall be prohibited except when used as trim or accent. Building materials for industrial or commercial buildings located within an approved industrial park or subdivision shall not be required to follow this provision.
There are not any building design standards in the PIC District and this section is not applicable.
- 6.5.2.12** Building entrances and points where the development intersects with the public road and sidewalk shall be provided with amenities appropriate for the area such as benches, bike racks, bus stop locations and other similar landscape features.
The site is located on Technology Drive and is being utilized for Elwell Construction's headquarters. Pedestrians will not be able to walk around on site as this is a construction operation with large vehicles coming in and out of the site. There are picnic tables shown along the southwest side of the building.
- 6.5.2.13** A proposal which includes drive-through service shall be designed to minimize impact on the neighborhood. Drive-through lanes shall be fully screened from adjacent residential properties and communication systems shall not be audible on adjacent properties.
There are no drive-thru lanes associated with the project and this section is not applicable.

In regard to the General Performance Standards in Section 8 of the LUO;

- 8.7 Exterior Lighting:
Wall-packs are depicted on the site plan and cut sheets of these fixtures are included with this submission. All of the fixtures will be shielded so that light shines in a downward direction.
Electricity will be brought overhead from a pole at the along Technology Drive to a new pole on site and then run underground to the north side of the new building.
- 8.8 Noise:
The only significant noises generated form the operation will be during construction activities.
- 8.11 Bufferyard & Screening Standards:
The project is required to implement a partial screen along the side and rear property lines. A partial screen is also required along Technology Drive. The proposed plantings are shown on the site plan (C-1).

In regard to Environmental Performance Standards in Section 9 of the LUO:

- 9.1 Air Quality:
Dust will be controlled during construction will be implemented by applying calcium and water as needed.
- 9.2 Water Quality:
Stormwater runoff will be sent into the ditching and catch basins as shown on the attached site plan. All stormwater is directed to the detention pond (#8) on the parcel. All ponds in Phase I are designed for stormwater quantity and all ponds in Phase II are designed for stormwater quality
- 9.7.2 Public Sewer:
A new manhole will be installed on site and connected to the manhole located in Technology Drive. All sewer wastes will be sent into it from the proposed building. A letter has been sent to Anthony Soucy asking if there is enough capacity for the project.

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

- 10.24.5.7.2 Free Standing Signs:
The applicant is proposing to erect a new sign adjacent to the entrance at the end of Technology Drive as shown on the Site Plan (C-1).

**TRANSFER
TAX
PAID**

QUITCLAIM DEED WITH COVENANT

Know All Men By These Presents:

That MICRO TECHNOLOGIES, INC., (hereinafter "Grantor"), of Richmond, County of Sagadahoc and State of Maine, for good and valuable consideration, hereby grants to the Inhabitants of the CITY OF GARDINER, (hereinafter "Grantees"), with quitclaim covenant, a certain lot or parcel of land, together with any improvements thereon, situated southeasterly of Technology Drive within the Libby Hill Business Park in the City of Gardiner, County of Kennebec and State of Maine, more particularly described as follows:

Lot Number 12 containing 2.5 acres as shown on drawing numbered C-103 of plans entitled "Amended Subdivision Plan, Libby Hill Business Park, Gardiner, Maine", prepared by Oest Associates, Inc. of South Portland, Maine dated August, 1998, last revised September 3, 1999 and approved by the Gardiner Planning Board September 16, 1999. Said Amended Subdivision Plan is recorded in Plan Files E 99-177 of the Kennebec County Registry of Deeds.

Reserving to the City of Gardiner and others, in common with the grantees, the right to direct and flow stormwater to the detention pond number 8 located on lot number 12 as shown on said drawing C-103.

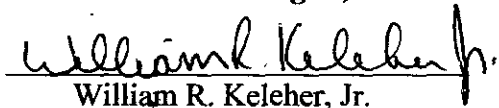
This conveyance is given subject to the terms, restrictions and conditions contained in the Site Location of Development approval L-19861-39-A-N/L - 19861-T3-B-N by the Maine Department of Environmental Protection for the Libby Hill Business Park dated May 19, 1999, which shall be binding upon the Grantees, its successors and assigns and shall be included by reference in future conveyances.

Meaning and Intending to convey the premises conveyed to Micro Technologies, Inc. by Municipal Quitclaim Deed dated January 26, 2004 and recorded in the Kennebec County Registry of Deeds in Book 7810, Page 141.

In Witness Whereof, Micro Technologies, Inc. has caused this instrument to be signed on its behalf by William R. Keleher, Jr., its President, duly authorized, this 22 day of February, 2007.



Witness

Micro Technologies, Inc.
By 

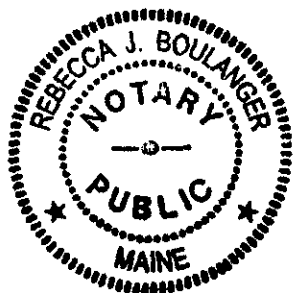
William R. Keleher, Jr.
Its President
Duly Authorized

STATE OF MAINE
County of Kennebec, ss.

February 22, 2007

② Eaton Peabody

Personally appeared the above-named William R. Keleher, Jr. and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the said Micro Technologies, Inc.



Before me,

Rebecca Boulanger
Notary Public/Attorney at Law

My Commission expires:
September 29, 2013

Received Kennebec SS.
02/26/2007 9:57AM
Pages 2 Attest:
BEVERLY BUSTIN-HATHEWAY
REGISTER OF DEEDS

**TRANSFER
TAX
PAID**

QUITCLAIM DEED WITH COVENANT

Timothy B. Dennison, of Plympton, Massachusetts, not individually but only in his capacity as Trustee of MTKB REALTY TRUST, u/t/d dated January 30, 1998, for consideration paid, grants to the CITY OF GARDINER, a body corporate and politic, located in Gardiner, Kennebec County, Maine, with a mailing address of 6 Church Street, Gardiner, ME 04345, with Quitclaim Covenant, a certain lot or parcel of land situate in **Gardiner**, Kennebec County, Maine, described as follows.

Beginning at an unmonumented point at the northeasterly corner of Lot 12 of the Libby Hill Business Park Subdivision dated February 10, 1999 and recorded in Plan File E-99-046 at the Kennebec County Registry of Deeds;

Thence N69°40'10"E along the southerly line of Technology Drive 40.00' to an unmonumented point;

Thence S20°19'04"E along the westerly line of the remaining land of Lot 11 of the Libby Hill Business Park Subdivision 130.00' to an unmonumented point;

Thence S51°55'29"E along the westerly line of the remaining land of Lot 11 of the Libby Hill Business Park Subdivision 346.82' to an unmonumented point;

Thence S34°24'01"W along the westerly line of Lot 10 of the Libby Hill Business Park Subdivision 110.00' to an unmonumented point;

Thence N78°28'00"W along a stonewall on the northerly line of the Proposed Expansion of the Libby Hill Business Park as described in a deed to the City of Gardiner recorded in Book 9125 Page 310 52.83' to a #5 rebar extending 10" above ground with an aluminum cap;

Thence N78°30'29"W along the northerly line of the Proposed Expansion of the Libby Hill Business Park 102.49' to an unmonumented point;

Thence N20°19'04"W along the easterly line of the land now or formerly of Micro Technologies, Inc. as described in a deed recorded in Book 7810 Page 141 407.00' to the point of beginning, containing 1.14 acres.

The above described property is a part and only a part of Lot 11 as shown on the above mentioned plan of Libby Hill Business Park Subdivision.

The above described property is shown on a Subdivision Plan prepared by Maine Coast Surveying entitled "Libby Hill Business Park Lots 10, 11, 12" dated November 28, 2007.

The bearings mentioned above are oriented towards Grid North, Maine State Plane Coordinate System, West Zone, (NAD83) as shown on said plan.

2) *E. Lealody*

The iron rods recited above as "set" refer to a 5/8" steel reinforcing rod with a 2" diameter aluminum cap stamped "Maine Coast Surveying, Damariscotta PLS 1191".

This description was prepared by Maine Coast Surveying from the records of a Subdivision Plan of the property dated November 28, 2007.

SUBJECT TO the terms, restrictions and conditions contained in the Site Location of Development approval L-19861-39-A-N/L - 19861-T3-B-N by the Maine Department of Environmental Protection for the Libby Hill Business Park dated May 19, 1999 which shall be binding upon the Grantee, its heirs and assigns and shall be included by reference in all future conveyances.

MEANING AND INTENDING to convey, and hereby conveying, a part of the premises conveyed by the City of Gardiner to MTKB Realty Trust in a deed dated and recorded substantially herewith.

IN WITNESS WHEREOF, Timothy B. Dennison, in his capacity as Trustee of MTKB Realty Trust, has hereunto set his hand and seal this 19th day of December, 2007.

Witness:

Jon Lincoln

MTKB Realty Trust
[Signature]
Timothy B. Dennison, Trustee
Duly authorized

State of Maine

Kennebec County

December 19th, 2007

Personally appeared the above-named Timothy B. Dennison, in his capacity as Trustee of MTKB Realty Trust, and acknowledged before me the foregoing instrument to be his free act and deed in his said capacity.

[Signature]
Notary Public/Attorney at Law

Lori Edwards
Print or type name as signed

**NOTARY PUBLIC
STATE OF MAINE
LORI EDWARDS**

SEAL

Received Kennebec SS.
12/27/2007 9:10AM
Pages 2 Attest:
BEVERLY BUSTIN-HATHEWAY
REGISTER OF DEEDS

PURCHASE AND SALE AGREEMENT - LAND ONLY

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

August 27, 2024
Offer Date

_____, _____ Effective Date
Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between Elwell Excavation LLC, and/or Assigns ("Buyer") and City of Gardiner ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy all part of (if "part of" see para. 22 for explanation) the property situated in municipality of Gardiner, County of Kennebec, State of Maine, located at Libby Hill Business Park Lot 12 and described in deed(s) recorded at said County's Registry of Deeds Book(s) 9125, Page(s) 310.

3. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$49,900.00. Buyer has delivered; or will deliver to the Agency within 5 days of the Effective Date, a deposit of earnest money in the amount \$5,000.00. ~~Buyer agrees that an additional deposit of earnest money in the amount of \$ _____ will be delivered _____.~~
If Buyer fails to deliver the initial ~~or additional deposit~~ in compliance with the above terms Seller may terminate this Agreement. This right to terminate ends once Buyer has delivered said deposit (s). The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

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

4. ESCROW AGENT/ACCEPTANCE: Keller Williams Realty ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until September 27, 2024 (date) 4:00 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on November 15, 2024 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or may terminate this Agreement in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

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

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

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

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) N/A. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

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

Page 1 of 5 Buyer(s) Initials RF EJ Seller(s) Initials OMB

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

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

Further specifications regarding any of the above:

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

11. FINANCING: Buyer's obligation to close:

Not Subject to Financing

is not subject to a financing contingency. Buyer has provided Seller with acceptable proof of the funds.
 is not subject to a financing contingency. Buyer shall provide proof of the funds acceptable to Seller within 5 days. If such proof is unacceptable to Seller, Seller may terminate this Agreement no later than _____ days from receipt. If proof of funds is not provided within such time period, Seller may terminate this Agreement which right shall end once such proof is received, however Seller retains the agreed upon time period to terminate if such proof is unacceptable. If Seller terminates in either case, the earnest money shall be returned to Buyer.

Buyer's ability to purchase is is not subject to the sale of another property. See addendum Yes No.
 Seller agrees to pay up to \$ _____ toward Buyer's actual pre-pays and/or closing costs.

Subject to Financing

Buyer's obligation to close is subject to financing as follows:
a. Buyer's obligation to close is subject to Buyer obtaining a _____ loan of _____ % of the purchase price, at an interest rate not to exceed _____ % and amortized over a period of _____ years. Buyer is under a good faith obligation to seek and obtain financing on these terms. If such financing is not available to Buyer as of the closing date, Buyer is not obligated to close and may terminate this Agreement in which case the earnest money shall be returned to Buyer.
b. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within _____ days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee and Buyer's licensee.
d. After (b) is met, if the lender notifies Buyer that it is unable or unwilling to provide said financing, Buyer is obligated to provide Seller with written documentation of the loan denial within two days of receipt. After notifying Seller, Buyer shall have _____ days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer. This right to terminate ends once Buyer's letter is received.
e. Buyer agrees to pay no more than _____ points. Seller agrees to pay up to \$ _____ toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
f. Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No.
g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void and Seller's obligations pursuant to 11e shall remain in full force and effect.

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

Dennis Wheelock (015650) of Keller Williams Realty (1898)
Licensee MLS ID Agency MLS ID
is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker
No One () of None ()
Licensee MLS ID Agency MLS ID
is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

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

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

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

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

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

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

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

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

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

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

22. OTHER CONDITIONS: **The Buyer receiving all necessary Federal, State, and Local municipal permits and approvals (collectively, the Permits & Approvals) for the development of the land to construct a building & parking on lots 12 "As soon as the purchase and sale agreement is fully executed, the Buyer will have sufficient interest in the property to obtain permits and do investigations related to obtaining local permits.**
Additionally, the Buyer agrees to construct a building, with +/- 2,500 square feet, on lot 12 within two years from the closing date. If there is no building on the lot after two years the Buyer agrees to pay the increased Accessed Tax Value on the lot as though the buildings were constructed as per building permit plans with a value of \$200,000.

23. GENERAL PROVISIONS:
- a. A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
 - b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
 - c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
 - d. Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.
 - e. Whenever this Agreement provides for earnest money to be returned or released, agency acting as escrow agent must comply with Maine Real Estate Commission rules which may require written notices or obtaining written releases from both parties.

24. ADDENDA: Yes No Explain: _____

Initial
RFEJ

DMB

- 25. ELECTRONIC SIGNATURES: Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.
- 26. Upon acceptance of the offer or counteroffer, Seller agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Signed by:
 Buyer's Mailing address is 36 Oak St., Lisbon Falls, ME 04252
Robert F. Elwell Jr. 9/4/2024

<u>F57864D8C005407...</u> BUYER Elwell Excavation LLC	DATE	BUYER and/or Assigns	DATE
BUYER	DATE	BUYER	DATE

Seller hereby accepts the offer set forth above.

Seller's Mailing address is 6 Church St Gardiner, ME 04345
Denise M. Brown 9/5/24

SELLER City of Gardiner	DATE	SELLER	DATE
<u>Denise Brown, Interim City Manager</u>			
SELLER	DATE	SELLER	DATE

COUNTER-OFFER

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

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

SELLER	DATE	SELLER	DATE
SELLER	DATE	SELLER	DATE
The Buyer hereby accepts the counter offer set forth above.			
BUYER	DATE	BUYER	DATE
BUYER	DATE	BUYER	DATE

EXTENSION

The closing date of this Agreement is extended until _____ DATE

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



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



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

February 6th, 2025

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

Subject: Elwell Excavation
Traffic Report

Dear Ms. Willis,

Elwell Excavation, herein called the applicant has a purchase and sale agreement for Lot #12 in the Libby Hill Business Park in Gardiner, Maine. The project will consist of a new 9,600 sf building and associated laydown area to be located on Technology Drive.

There will be a men's and women's bathroom, a breakroom in the office portion. The maintenance area will be wide open with a unisex bathroom. The applicant will employ 2-3 office staff and 3-4 maintenance staff with a truck driver. The hours operation will be 6 am to 6 pm with 3-5 customers per month.

There isn't a section for storage in the 8th Edition of the Institute of Transportation Engineers (ITE) Manual. Warehouse uses are the only logical choice listed in the ITE Manual. The peak hour trips generated are calculated from the ITE Manual (8th addition) under "Warehousing" and are shown below:

Based on Building Size (9,600 sf):

AM Peak Hour Rate = 0.42

$(9,600 \text{ sf}/1,000 \text{ sf}) \times 0.42 = 4.0$ peak hour trips.

PM Peak Hour Rate = 0.45

$(9,600 \text{ sf}/1,000 \text{ sf}) \times 0.45 = 4.3$ peak hour trips.

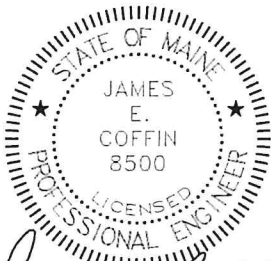
Maximum Peak Hour Trips = 4.3 (PM)

The maximum generator based on the number of employees occurs during the PM peak hour (4.3 peak hour trips) for the proposed project. The Libby Hill Business Park already has a turning movement permit from the MDOT in place and the DOT has issued a statement that once the left-hand turn lane was installed along Enterprise Drive that the conditions of this permit have been met. The project will not cause unreasonable public road congestion and if you should have any questions or concerns, please do not hesitate to contact me at 623-9475.

Respectfully Submitted,



James E. Coffin, PE



Warehousing (150)

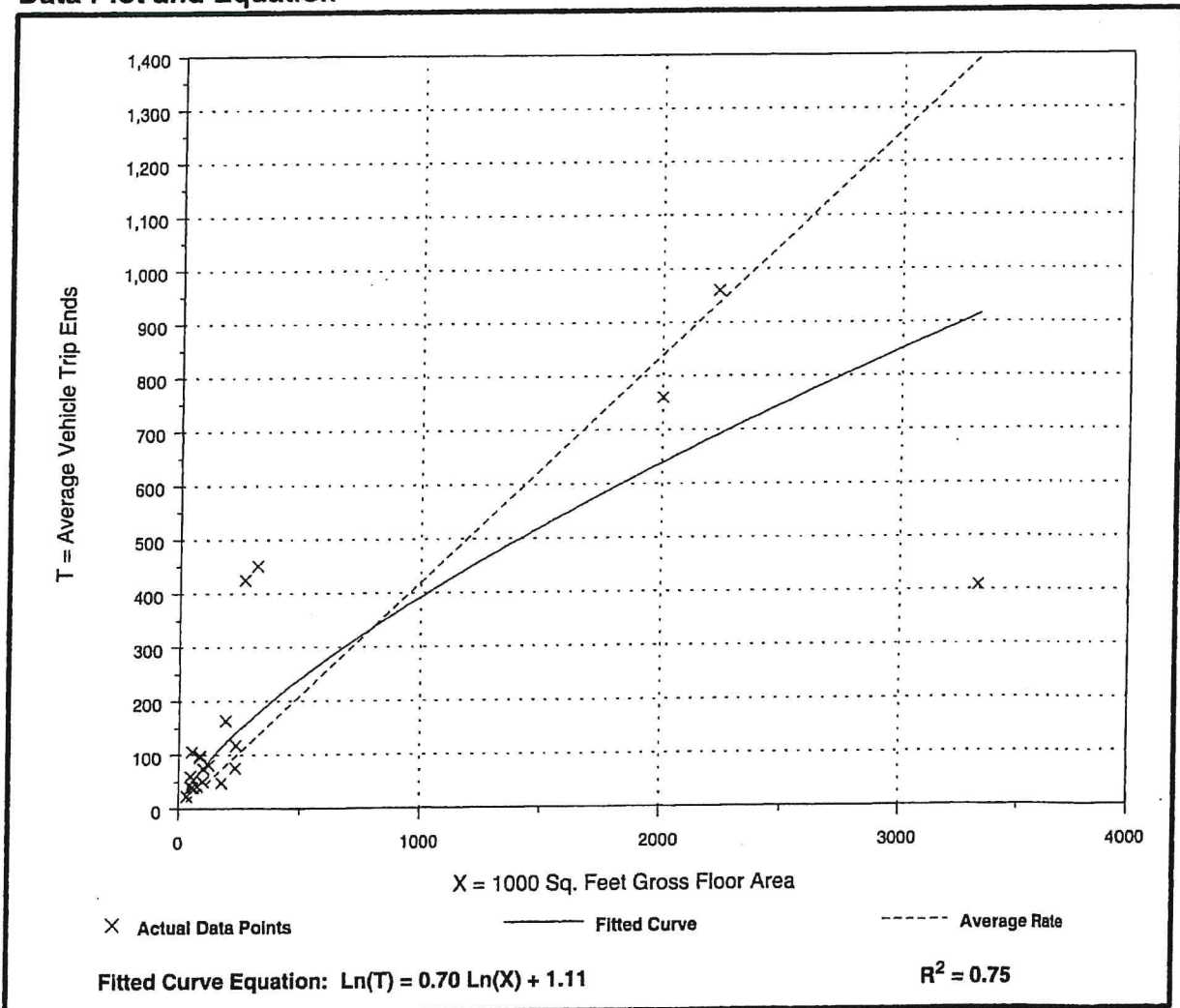
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Weekday,
A.M. Peak Hour of Generator

Number of Studies: 20
 Average 1000 Sq. Feet GFA: 490
 Directional Distribution: 65% entering, 35% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
0.42	0.12 - 1.93	0.74

Data Plot and Equation



Warehousing (150)

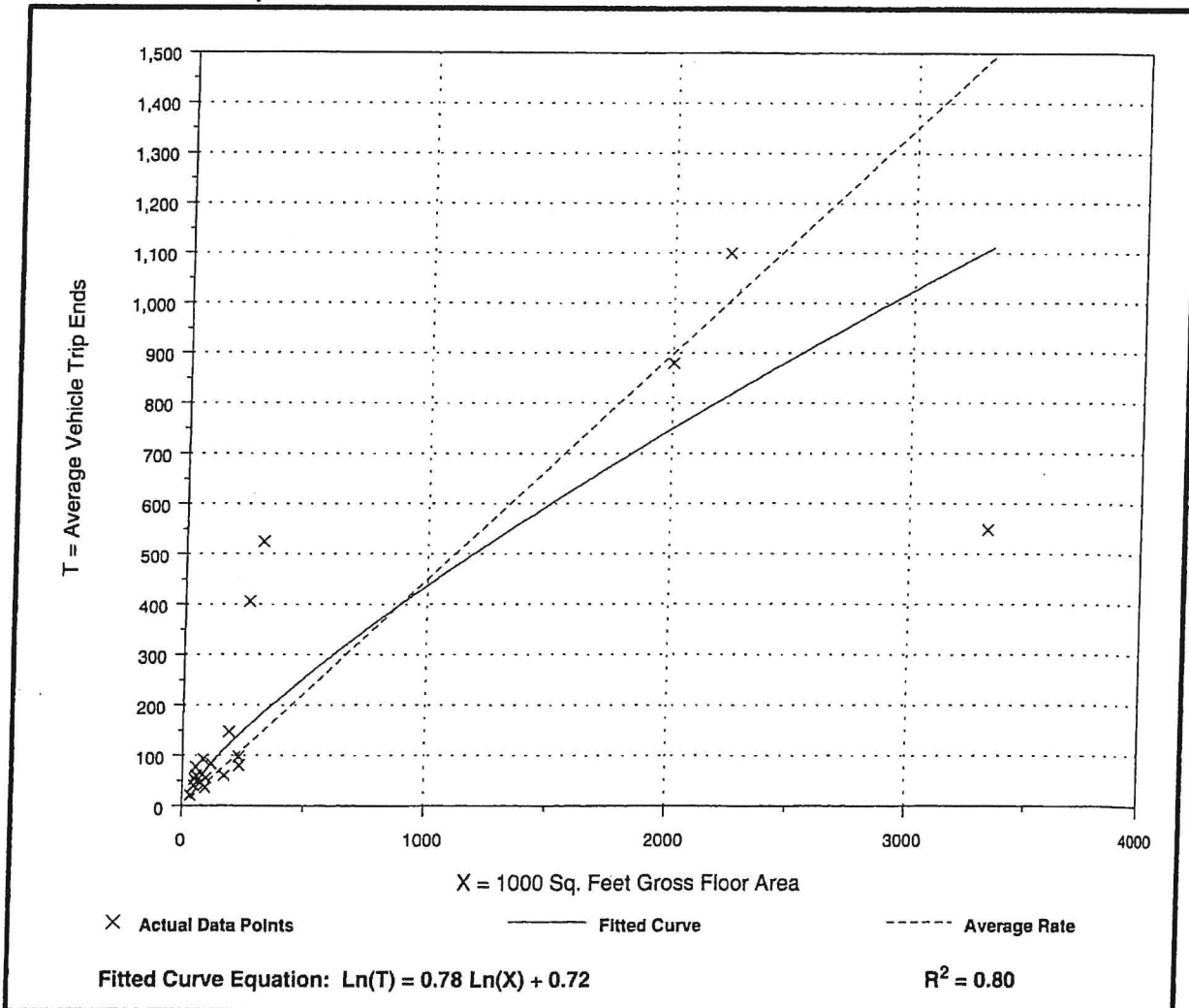
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Floor Area
On a: Weekday,
P.M. Peak Hour of Generator

Number of Studies: 19
 Average 1000 Sq. Feet GFA: 511
 Directional Distribution: 19% entering, 81% exiting

Trip Generation per 1000 Sq. Feet Gross Floor Area

Average Rate	Range of Rates	Standard Deviation
0.45	0.16 - 1.65	0.76

Data Plot and Equation





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



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



February 7th, 2025

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

Subject: Stormwater Report
Elwell Construction
Lot 12 LHBP

Dear Ms. Willis,

I have reviewed the plans for lot #12 in the Libby Hill Business Park in Gardiner completed by Oest Associates dated August 1998. The entire Phase I subdivision has been pre-engineered for a certain amount of impervious area for each parcel. Detention ponds have been built at various locations throughout the subdivision and each pond can handle a certain amount of stormwater. Prior to 2005 the DEP standard only required stormwater quantity and after 2005 the standard dealt with stormwater quality.

The key for any project is designing the building so that the finish floor is high enough to allow positive drainage to the pond. This would include the footing drains as well. Because the parcel is already fully engineered for stormwater it is not necessary to provide calculations. Lot #12 has been designed to have a total impervious area of 1.8-acres and the actual impervious area will be 1.23-acres. This parcel flows south to Pond 8 as shown on the Overall Plan by Oest Associates, which is included with this submission. Therefore lot #12 complies with stormwater standards and if you should have any questions or concerns, please do not hesitate to contact me at 623-9475.

Respectfully submitted,

James E. Coffin, PE



In regards of the Elwell construction lot 12 of the Libby hill business park. I've looked over the site plans for this project in I have no concerns that this will have any negative impact on the roads for the public works department. With the sewer line connection, you plan to make into the basin I see no problem with this on the wastewater treatment side as well.

John Cameron, Public Works Director.



Department of Public Works
6 Church Street | Gardiner, ME 04345
207-582-4800 | 207-582-6895 (fax) | jcameron@gardinermaine.com
www.GardinerMaine.com



STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY

177 STATE HOUSE STATION
AUGUSTA, MAINE 04333

JANET T. MILLS
GOVERNOR

AMANDA E. BEAL
COMMISSIONER

January 27, 2025

James Coffin
ES Coffin Engineering & Surveying
PO Box 4687
Augusta, ME 04330

Via email: jcoffin@coffineng.com

Re: Rare and exemplary botanical features in proximity to: #2024-117, Elwell Construction, Technology Drive, Gardiner, Maine

Dear James Coffin:

I have searched the Maine Natural Areas Program's Biological and Conservation Data System files in response to your request received January 24, 2025 for information on the presence of rare or unique botanical features documented from the vicinity of the project in Gardiner, Maine. Rare and unique botanical features include the habitat of rare, threatened, or endangered plant species and unique or exemplary natural communities. Our review involves examining maps, manual and computerized records, other sources of information such as scientific articles or published references, and the personal knowledge of staff or cooperating experts.

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

According to the information currently in our Biological and Conservation Data System files, there are no rare botanical features documented specifically within the project area. Based on the information in our files and the landscape context of this project, there is a low probability that rare or significant botanical features occur at this project location.

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.

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.

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



PHONE: (207) 287-8044
WWW.MAINE.GOV/DACF/MNAP

Letter to ES Coffin
Comments RE: Elwell Construction, Gardiner
January 27, 2025
Page 2 of 2

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



CITY OF GARDINER FIRE & RESCUE DEPARTMENT



Chief Richard Sieberg

February 7, 2025

Dear Mr. Coffin,

I have received your plans/proposal to construct a new 9,600 sf building and laydown area at Lot 12 in The Libby Hill Business Park.

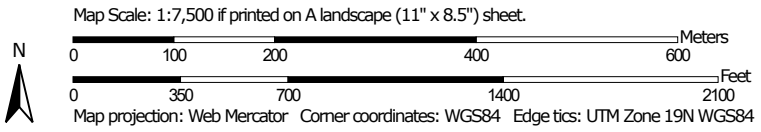
After reviewing the documents and plans it appears the addition of this facility would not create a significant burden on the Fire Department.

As always, we look forward to working with all of the businesses in the City. Please feel free to reach out to the Fire Department if you have questions or concerns.

Sincerely,

Richard Sieberg
Gardiner Fire Department
Fire Chief

Soil Map—Kennebec County, Maine



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

Water Features



Streams and Canals

Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

Background



Aerial Photography

MAP INFORMATION

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

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

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

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

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Kennebec County, Maine

Survey Area Data: Version 23, Aug 26, 2024

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

Date(s) aerial images were photographed: Jul 11, 2021—Oct 29, 2021

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

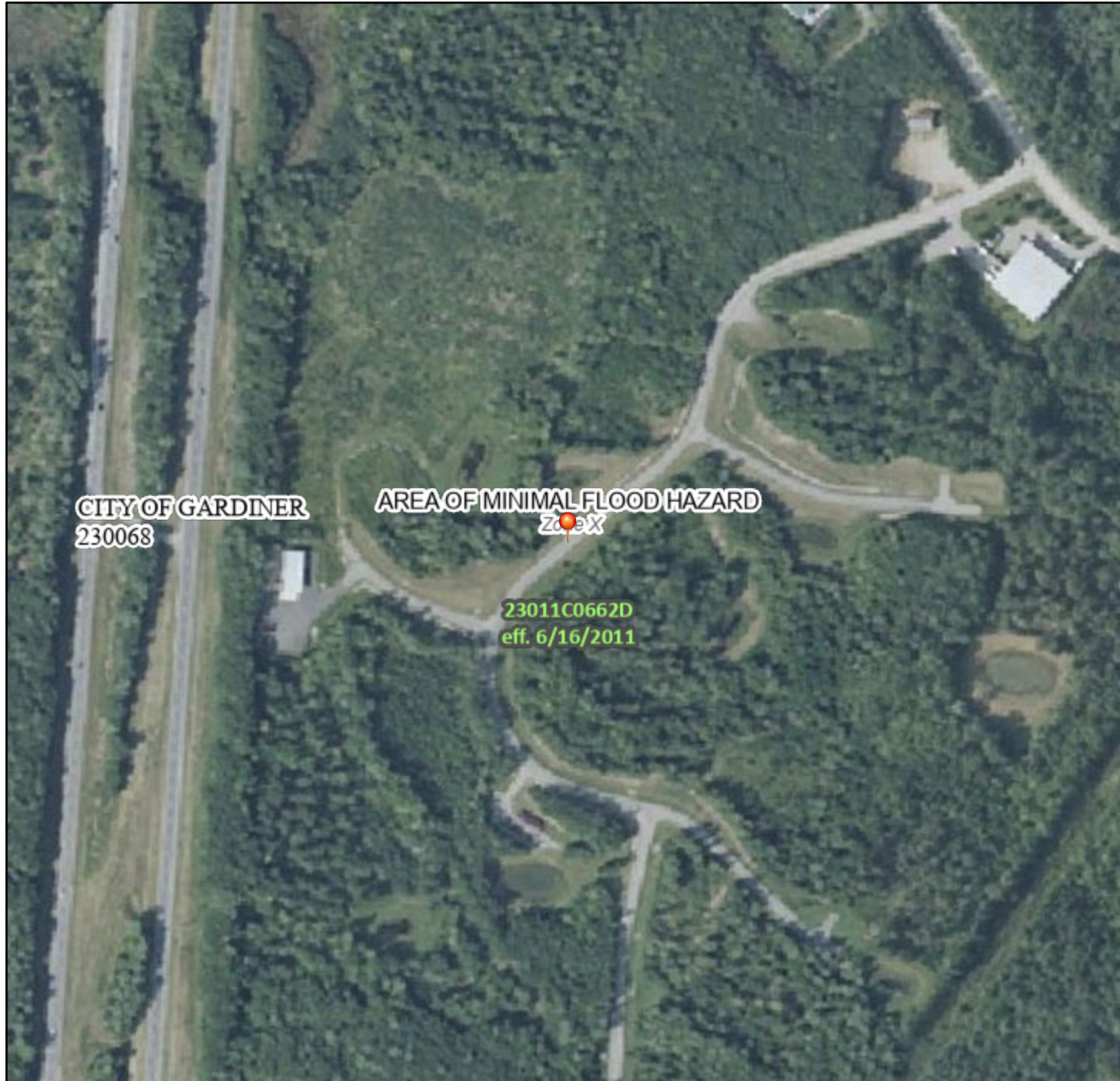
Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BuB2	Lamoine silt loam, 3 to 8 percent slopes	4.6	2.3%
HrB	Lyman-Tunbridge complex, 0 to 8 percent slopes, rocky	4.2	2.1%
HrC	Lyman-Tunbridge complex, 8 to 15 percent slopes, rocky	24.1	11.9%
PdB	Paxton-Charlton fine sandy loams, 3 to 8 percent slopes	3.2	1.6%
PeB	Paxton-Charlton very stony fine sandy loams, 3 to 8 percent slopes	22.5	11.1%
PeC	Paxton-Charlton very stony fine sandy loams, 8 to 15 percent slopes	55.2	27.2%
RcA	Ridgebury fine sandy loam	17.3	8.5%
RdA	Ridgebury very stony fine sandy loam	21.7	10.7%
WrB	Woodbridge fine sandy loam, 3 to 8 percent slopes	2.6	1.3%
WsB	Woodbridge very stony fine sandy loam, 3 to 8 percent slopes	47.3	23.3%
Totals for Area of Interest		202.8	100.0%

National Flood Hazard Layer FIRMMette



69°50'8"W 44°10'26"N

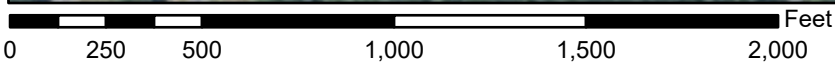


Legend

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

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) <i>Zone A, V, A99</i>
		With BFE or Depth <i>Zone AE, AO, AH, VE, AR</i>
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile <i>Zone X</i>
		Future Conditions 1% Annual Chance Flood Hazard <i>Zone X</i>
		Area with Reduced Flood Risk due to Levee. See Notes. <i>Zone X</i>
		Area with Flood Risk due to Levee <i>Zone D</i>
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard <i>Zone X</i>
		Effective LOMRs
GENERAL STRUCTURES		Area of Undetermined Flood Hazard <i>Zone D</i>
		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
MAP PANELS		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped

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



1:6,000

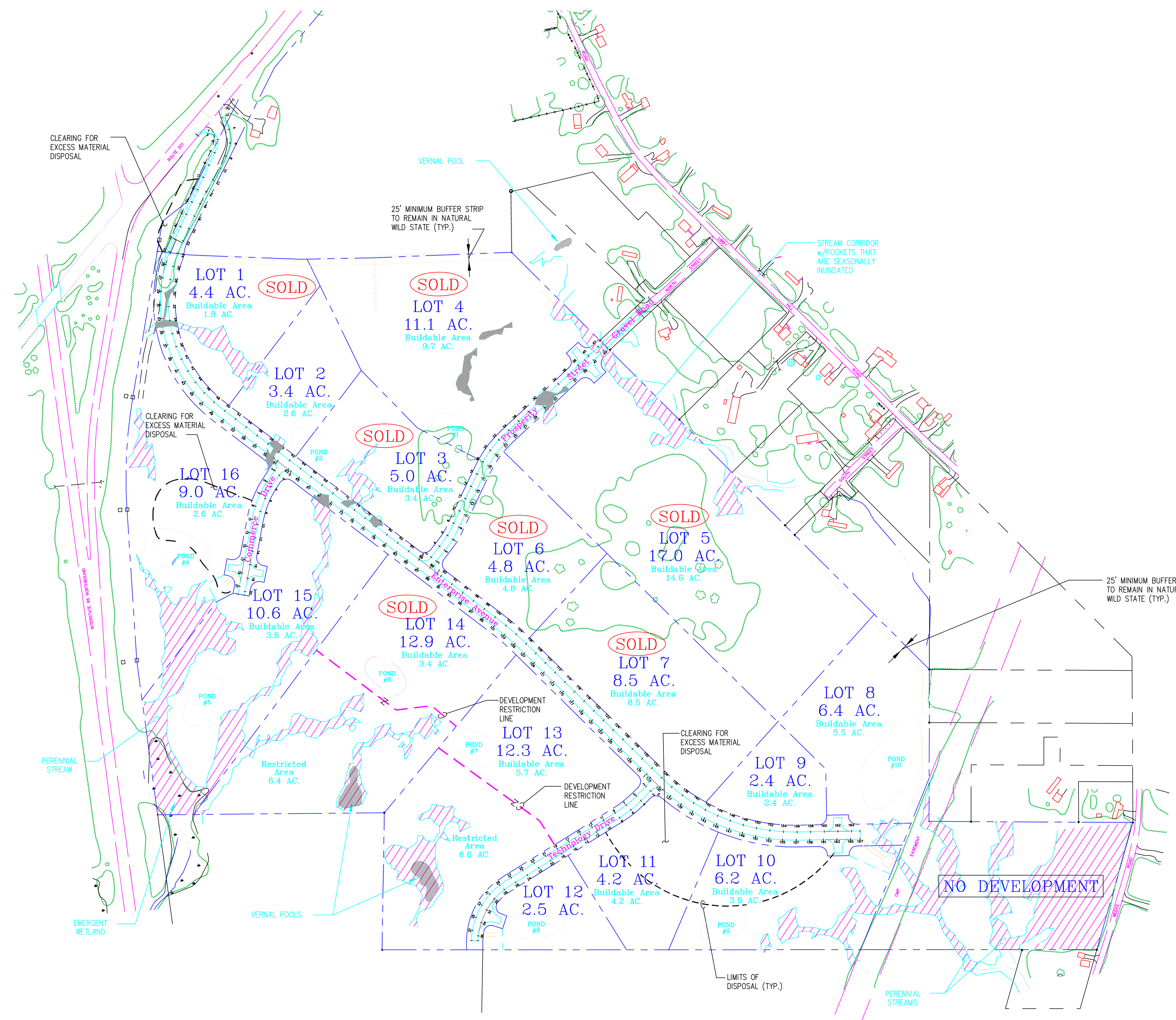
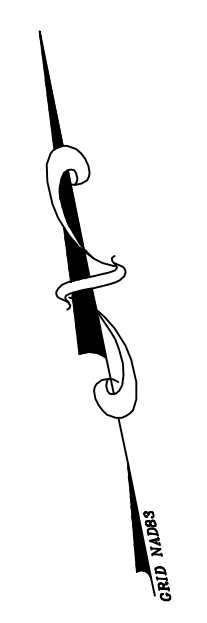
69°49'31"W 44°10'N

Basemap Imagery Source: USGS National Map 2023

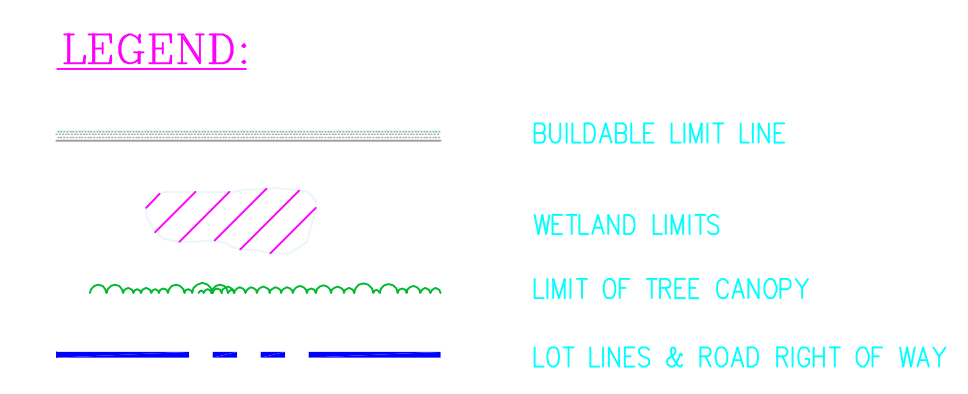
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 2/7/2025 at 4:08 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

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

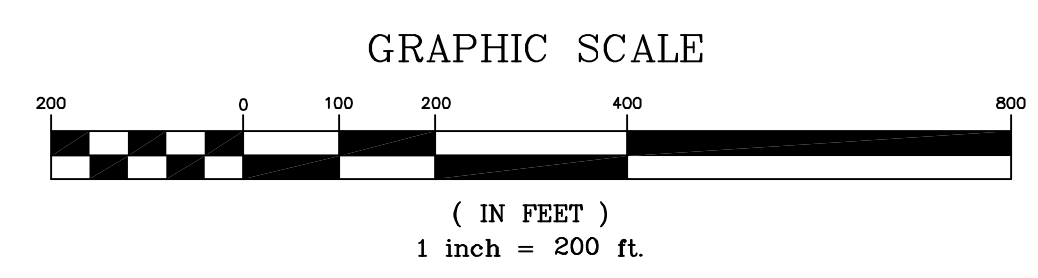


- NOTES:**
- POND 3 HAS BEEN ELIMINATED FROM THE PROJECT.
 - THE DISPOSAL AREA TO BE GRADED SMOOTH TO DRAIN WITH SURROUNDING AREAS AND SEEDED.
 - CONSTRUCTION OF PROSPERITY STREET AT STREAM CROSSING SHALL BE IN COMPLIANCE WITH THE WITH NRPA PERMIT BY RULE SECTION #9.
 - THE RESTRICTED AREAS COMPRISING THE SOUTHWESTERLY PORTIONS OF LOTS 13 AND 14 SHALL BE FOREVER PRESERVED AND PROTECTED IN ITS NATURAL STATE. THERE SHALL BE NO USE OF THE AREA THAT WILL IMPAIR OR IMPEDE ITS CONSERVATION VALUE. SPECIFIC RESTRICTIONS ARE:
 - NO BUILDINGS, ROADS, PARKING LOTS, UTILITIES OR OTHER STRUCTURES WILL BE CONSTRUCTED OR FILL MATERIAL, OF ANY NATURE, PLACED, STORED OR DUMPED WITHIN THE AREA.
 - NO TREES, GRASSES, SHRUBS, VINES OR OTHER VEGETATION SHALL BE CUT OR DESTROYED EXCEPT THAT DE MINIMIS FLOWER PICKING SHALL BE ALLOWED AND DEAD WOOD WHICH IS LEANING OR FALLEN MAY BE REMOVED.
 - NO DITCHES SHALL BE DUG AND NO DRAINING OF THE AREA SHALL TAKE PLACE NOR SHALL THERE BE ANY MANIPULATION OR ALTERATION OF THE NATURAL WATER COURSES OR HYDROLOGY. THESE RESTRICTIONS SHALL BE APPLICABLE TO THE CITY OF GARDINER, ITS, GRANTEES AND ASSIGNS AND SHALL CONTINUE IN PERPETUITY. THE CITY OF GARDINER SHALL HAVE NO AUTHORITY TO PERMIT ANY VARIANCE TO THESE RESTRICTIONS WITHOUT THE WRITTEN APPROVAL OF THE MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND DEPARTMENT OF THE ARMY CORPS. OF ENGINEERS.



MAXIMUM IMPERVIOUS AREAS	
LOT 1	1.80 ACRES
LOT 2	2.04 ACRES
LOT 3	3.00 ACRES
LOT 4	6.66 ACRES
LOT 5	10.20 ACRES
LOT 6	2.88 ACRES
LOT 7	5.10 ACRES
LOT 8	3.84 ACRES
LOT 9	1.44 ACRES
LOT 10	3.72 ACRES
LOT 11	4.08 ACRES
LOT 12	1.80 ACRES
LOT 13	3.42 ACRES
LOT 14	3.40 ACRES
LOT 15	3.80 ACRES
LOT 16	2.60 ACRES

STREET LENGTHS
 Technology Drive 926' (±)
 Prosperity Street 1,067' (±)
 Commerce Street 522' (±)
 Enterprise Avenue 4,100' (±)



5	Revised Lot 16 Buildable Area Limit				9/18/00
4	Project Modification For Lots 5,7,8 & 9	-	TJR	-	9/23/99
3	Revised Per D.E.P. Permit	DAB	TJR	-	6/21/99
2	Added Restriction Area Lot 14 & Buffer Strip To Protect Vernal Pool	DAB	TJR	MSD	4/29/99
1	Relocated Technology Drive & Lot 12 To Protect Vernal Pool	DAB	MSD	MSD	4/29/99
0	For Bid	DAB	MSD	MSD	3/22/99
F	Revised Per D.E.P. Comments	DAB	SDH	MSD	3/15/99

E	Pre Bid Review	DAB	TJR	MSD	3/10/99
D	For D.E.P. Review	-	-	-	2/1/99
C	To Planning Board	DAB	MSD	TJR	12/10/98
B	For Planning Board Overview	-	-	-	11/18/98
A	For City Meeting	-	-	-	11/3/98
REV.	DESCRIPTION	DR. BY	CKD. BY	APP. BY	DATE

CITY OF GARDINER
 6 Church Street · Gardiner, Maine 04345

OVERALL PLAN

Libby Hill Business Park
 Gardiner, Maine

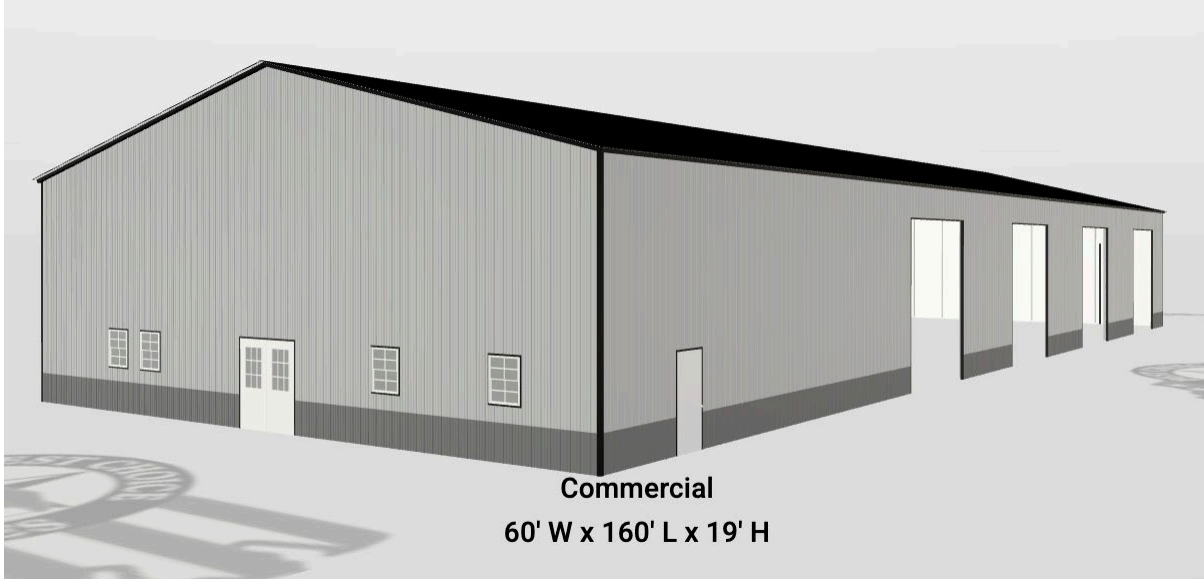
OEST Associates, Inc.
 343 Garham Road · South Portland, ME 04106

engineers
architects
surveyors
construction
managers

SCALE:	1" = 200'	PROJECT NO.	301.01.01	DRAWING NO.	C-101
DATE:	August 1998	SHEET	2	OF	58
DES BY:	T.J. Raymond	CHK BY:	M.S. Deletetksy		
DWN BY:	D.A. Blanchard				
CHK BY:	M.S. Deletetksy				

Elwell Excavation

Building Elevation



Client Name:

Elwell Excavation

Project No.

24-117

Photo No. 1

Date: 2-10-2025

Site Location:

Lot 12
Libby Hill Business Park
Gardiner, Maine

Description:

Photo taken from
Technology Drive
looking west MCR Lab's
building at 11
Technology Drive in the
Libby Hill Business
Park.



Photo No. 2

Date: 2-10-2025

Site Location:

Lot 12
Libby Hill Business Park
Gardiner, Maine

Description:

Photo taken Enterprise
Drive looking south at
Dennison Lubricant's
building located at 137
Enterprise Drive.



Client Name:

Elwell Excavation

Project No.

24-117

Photo No. 3

Date: 2-10-2025

Site Location:

Lot 12
Libby Hill Business Park
Gardiner, Maine

Description:

Photo taken at the corner of Technology Drive and Innovation Way looking north at Lot 18 located south of Lot 12.



Photo No. 4

Date: 2-10-2025

Site Location:

Lot 12
Libby Hill Business Park
Gardiner, Maine

Description:

Photo taken at the corner of Technology Drive and Innovation Way looking east at Lot 18 located south of Lot 12.



Client Name:

Elwell Excavation

Project No.

24-117

Photo No. 5

Date: 2-10-2025

Site Location:

Lot 12
Libby Hill Business Park
Gardiner, Maine

Description:

Photo taken from
Technology Drive
looking east towards
Lot 12.



Photo No. 6

Date: 2-10-2025

Site Location:

Lot 12
Libby Hill Business Park
Gardiner, Maine

Description:

Photo taken from
Technology Drive
looking east towards
Lot 12 and the
detention pond in the
background.



LITEPAK SERIES LNC2

Cat.# LNC2 12L U 4K 4

Job

Type



HUBBELL
Outdoor Lighting

Approvals

SPECIFICATIONS

Intended Use:

The compact LED LNC2 is designed for perimeter illumination for safety, security and identity. This compact fixture has no uplight and is neighbor friendly with typical mounting heights up to 15ft. Units are supplied with an acrylic diffuser accessory that can be used for lower LED brightness near building entrances or other pedestrian areas. Units have protective polyester finish for long lasting appearance.

Construction:

Decorative die-cast aluminum housing protects components and provides an architectural appearance. Casting thermally conducts LED heat to optimize performance and long life. Powder paint finish provides durability in outdoor environments.

Electrical:

- 120V-277V universal voltage 50/60Hz 0-10V dimming drivers
- 347V and 480V dimmable driver option in 12L configuration
- Electronic drivers: One in 5L, 7L, 9L and 12L units Two drivers in 18L units
- Minimum operating temperature is -40°C/-40°F
- Driver RoHS and IP66
- Drivers have greater than .90 power factor and less than 20% Total Harmonic Distortion

LED(s) CCT:

- 3000K CCT nominal – 80 CRI, 4000K CCT nominal – 70 CRI, 5000K CCT nominal – 70 CRI
- 5, 7, 9, 12 and 18 LED configurations available see page 2 for electrical and photometric details

Optical:

Type II, III and IV distributions with zero uplight; Individual PMMA acrylic lenses for wide lateral throw, maximum control and efficiency; Acrylic diffuser included where reduced LED brightness is desired

Lumen Maintenance:

L96 at 60,000hrs (Projected per IESNA TM-21-11), see table on page 2 for all values

Installation:

Quick-mount adapter provides easy installation to wall or to recessed junction boxes (4" square junction box). Gasket seal and secured by two Allen-head hidden fasteners for tamper resistance. Designed for direct j-box mount or conduit feed in single SKU. Conduit feed not available with BBU.

Options:

Controls:

- Button photocontrol for dusk to dawn energy savings
- Occupancy sensor options available for complete on/off and dimming control (includes factory installed back box)

Egress (includes factory installed back box):

- Battery back-up option - 12L configuration only
- Provides 1 fc minimum over 10' x 10' at 11' mounting height (exceeds NEC requirement)
- 1,546 initial lumens in battery mode
- Meets UL924 90 minute discharge schedule
- -20°C to 30°C operating temperature

Listings:

- DLC Qualified (Types III and IV) Consult DLC website for details:
<http://www.designlights.org/QPL>
- Listed to UL 1598 for use in wet locations, 40° C ambient environments

Warranty:

Five year limited warranty (for more information visit: <http://www.hubbelloutdoor.com/resources/warranty/>)

- IES Progress Award Winner - 2013
- Building Operating Management 2014 Top Products Award - LNC2-18LU

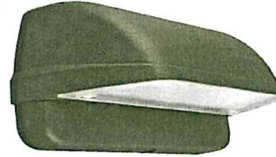
PRODUCT IMAGE(S)



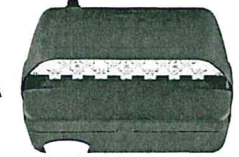
LNC2-12LU



LNC2-18LU

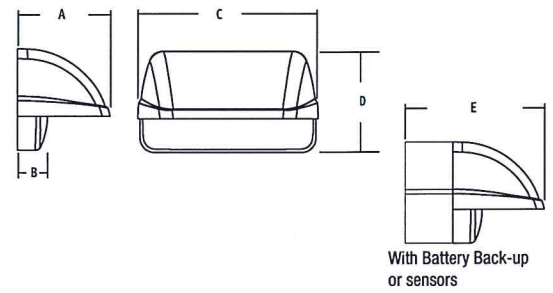


With diffuser



Battery Back-up or Sensor - See Page 2,3

DIMENSIONS



With Battery Back-up or sensors

A	B	C	D	E	Weight / BBU
6.25"	1.6"	10.25"	5.6"	10.25"	7.0 / 15.0 lbs.
158.7 mm	40.2 mm	260.4 mm	142.2 mm	260.4 mm	3.2 / 6.8 kg

SHIPPING INFORMATION

Catalog Number	G.W(kg)/ C.T.I	Carton Dimensions			Carton Qty. per Master Pack
		Length Inch (cm)	Width Inch (cm)	Height Inch (cm)	
LNC2-12LU	14.3 (6.5)	14.5 (37)	11.4 (29)	8.4 (21.5)	2
LNC2-18LU	14.8 (6.7)	14.9 (38)	11.4 (29)	8.4 (21.5)	2

CERTIFICATIONS/LISTINGS



*3000K and warmer CCTs only

ORDERING INFORMATION – ORDERING EXAMPLE: LNC2-12LU-5K-3-1

SERIES	NUMBER OF LEDs	VOLTAGE ⁷	CCT	IES DISTRIBUTION	FINISH	OPTIONS
LNC2 LNC2	5L 5 LEDs 7L 7 LEDs 9L 9 LEDs 12L ³ 12 LEDs 18L 18 LEDs 12L5 12 LEDs, 480V 12LF 12 LEDs, 347V	U 120V-277V 1 120V 2 208V 3 240V 4 277V 5 480V (12L only) F 347V (12L only)	3K ² 3000K nominal 80 CRI 4K 4000K nominal 70 CRI 5K 5000K nominal 67 CRI AM Amber (590 nm available for "Turtle Friendly"/observatory applications, 350 mA (18L only versions))	2 ² Type II 3 Type III 4 Type IV	1 Bronze 2 Black 3 Gray 4 White 5 Platinum	PC Photocontrol BBU ^{1,5} Integral battery for 12L only (must specify 120V or 277V voltage in voltage category) rated for -20°C to 30°C SCP ^{4,5,6} Programmable motion sensor, factory default dimming is 10% light output

SPECIFY SCP HEIGHT

- 8F Up to 8ft mount height
- 20F Up to 20ft mount height

¹ Battery backup only available on 12L models, not available for Canada

² Does not qualify for DLC

³ Replace U with 1 for 120V or 4 for 277V for 12L with BBU

⁴ Must order minimum of one remote control to program dimming settings, 0-10V fully adjustable dimming with automatic daylight calibration and different time delay settings, 120V-277V only

⁵ PC option not applicable, included in sensor

⁶ BBU and motion sensor options cannot be combined



HUBBELL
Outdoor Lighting

Hubbell Outdoor Lighting • 701 Millennium Boulevard • Greenville, SC 29607 • Phone: 864-678-1000

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

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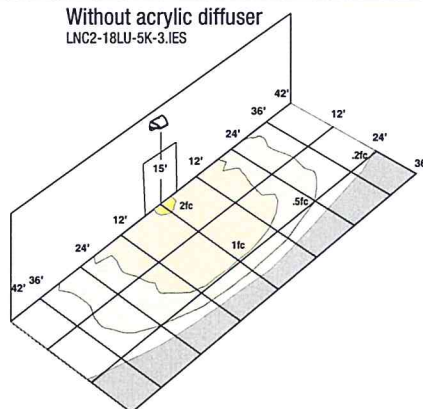
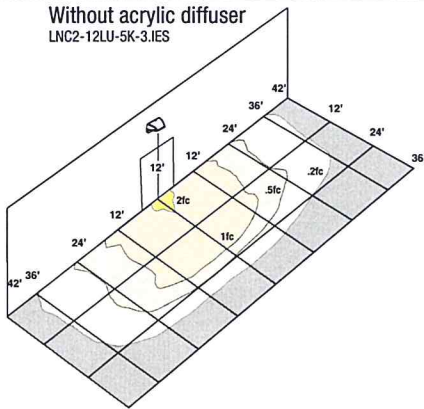
LARED0LNC2-SPEC 3/17

REPLACEMENT PART/ACCESSORIES

CATALOG NUMBER	DESCRIPTION
93044013	Frosted comfort shield, improves uniformity with only 5% lumen reduction
SCP-REMOTE*	Remote control for SCP option. Order at least one per project to program and control fixtures
BB-GEO-XX	Back box with 4 - 1/2" threaded conduit holes, XX = specify finish, eg. Dark Bronze - DB
LNC2-SCBB-XX	Plate to be used with GEO-BB-XX surface conduit box, XX=finish (see page 3)

*Must order minimum of one remote control to program dimming settings, 0-10V fully adjustable dimming with automatic daylight calibration and different time delay settings, 120V or 277V only

PHOTOMETRICS



PERFORMANCE DATA

# OF LEDS	DRIVE CURRENT	SYSTEM WATTS	DIST. TYPE	5K (5000K nominal, 70 CRI)		4K (4000K nominal, 70 CRI)		3K (3000K nominal, 80 CRI)	
				LUMENS	LPW ¹	LUMENS	LPW ¹	LUMENS	LPW ¹
5	STD. (700mA)	13W	2	1,150	88.5	1,052	81	883	68
			3	1,132	87	1,077	83	833	64
			4	1,146	88	1,053	81	849	65
7		17W	2	1,515	89	1,369	80.5	1,272	75
			3	1,500	88	1,539	90.5	1,392	82
			4	1,557	91.5	1,535	90	1,425	84
9		22W	2	2,069	94	2,033	92	1,588	72
			3	2,024	92	1,989	90	1,623	74
			4	2,095	95	2,059	93.5	1,680	76
12	28w	2	2,869	102.5	2,465	88	2,047	73	
		3	2,868	102.5	2,662	95	2,160	77	
		4	2,716	97	2,715	97	2,104	75	
18	42.7w	2	4,166	97.5	3,631	85	3,304	77	
		3	4,106	96	3,806	89	3,128	73	
		4	3,995	93.5	3,998	93.5	3,122	73	

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown. Actual performance may differ as a result of end-user environment and application. LNC2-12L battery mode produces 1,546 initial lumens. Meets UL924 90 minute discharge pattern.

PROJECTED LUMEN MAINTENANCE

Ambient Temp.	OPERATING HOURS					L70 (hours)
	0	25,000	50,000	TM-21-11 ¹ L96 60,000	100,000	
25°C / 77°F	1.00	0.98	0.97	0.96	0.95	>791,000
40°C / 104°F	0.99	0.98	0.96	0.96	0.94	>635,000

1. Projected per IESNA TM-21-11 * (Nichia 219B, 700mA, 85°C Ts, 10,000hrs)
Data references the extrapolated performance projections for the LNC-12LU-5K base model in a 40°C ambient, based on 10,000 hours of LED testing per IESNA LM-80-08.

LUMINAIRE AMBIENT TEMPERATURE FACTOR (LATF)

AMBIENT TEMPERATURE		LUMEN MULTIPLIER
0° C	32° F	1.02
10° C	50° F	1.01
20° C	68° F	1.00
25° C	77° F	1.00
30° C	86° F	1.00
40° C	104° F	0.99

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

ELECTRICAL DATA

# OF LEDS	DRIVE CURRENT (mA)	INPUT VOLTAGE (V)	CURRENT (Amps)	SYSTEM POWER (w)
7	STD. (700mA)	120	-	18
		277	-	18
9		120	0.183	22
		277	0.09	22.1
12	120	0.24	28.9	
	277	0.10	27.7	
	347	0.10	33.7	
	480	0.06	28.9	
18	120	0.35	41.0	
	277	0.15	41.5	
18 Amber		120	2.68	32.0

MOTION SENSOR OPTION



Sensor offers greater control and energy savings with SCP programmable sensor with adjustable delay and dimming levels (Factory default is 10%)

Visit: <http://www.hubbellighting.com/solutions/controls/> for control application information

LNC2 – BATTERY BACK UP

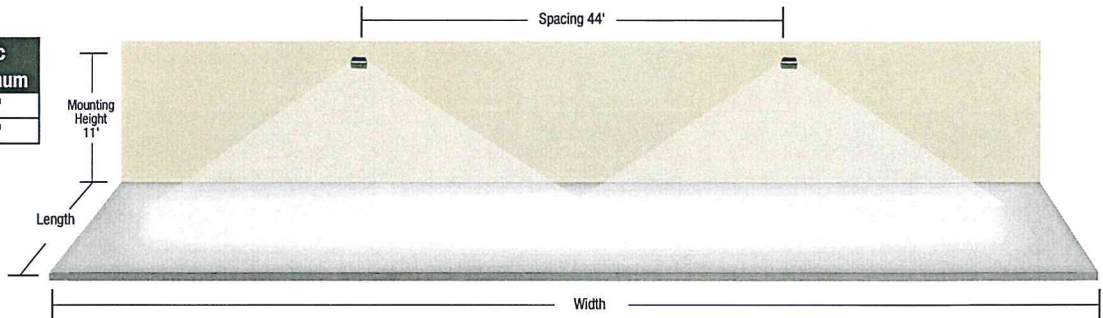


Side View

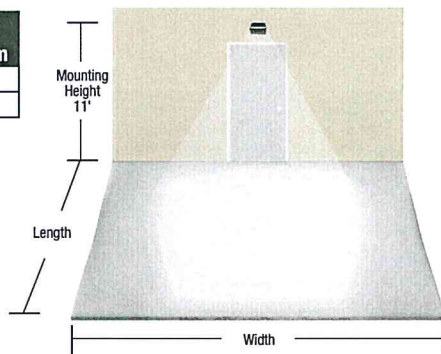


3/4 View

Multi Unit	1 fc Average	1 fc Minimum
Length	16'	15'
Width	112'	68'



Single Unit	1 fc Average	1 fc Minimum
Length	16'	15'
Width	48'	24'

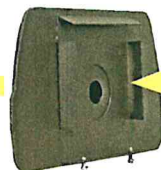


Provides Life Safety Code average illuminance of 1.0 fc. Assumes open space with no obstructions and mounting height of 11'.
Diagrams for illustration purposes only, please consult factory for application layout.

LNC2-SCBB-XX SURFACE CONDUIT BACK PLATE



LNC2 FIXTURE



LNC2-SCBB-XX



BB-GEO-XX



LNC2-SCBB-XX and BB-GEO-XX SHOWN ATTACHED TO FIXTURE