SEBAGO TECHNICS

CIVIL ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE

Town of Windham
Minor Site Plan Application
Staff Review

for

Paul's Boutique- Cannabis Cultivation Facility
Enterprise Drive/Bedrock Terrace
Windham, Maine

For:

Dwight Investments, LLC
1130 James Jack Lane
Charlotte, North Carolina

Prepared by:

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

November 2020

20326

Table of Contents

A-Cover Letter
B-Application
C-Agent Authorization
D-Corporate Status

EXHIBIT 1 Vicinity Map, Tax Map

EXHIBIT 2 Abutters

EXHIBIT 3 Right, Title, or Interest

EXHIBIT 4 Covenants or Deed Restrictions / Easements

EXHIBIT 5 Technical Capacity

EXHIBIT 6 Financial Capability

EXHIBIT 7 Adequacy and Availability of Public Utilities

EXHIBIT 8 Solid Waste

EXHIBIT 9 Lighting

EXHIBIT 10 Traffic

EXHIBIT 11 Landscaping

EXHIBIT 12 Resource Review & Maps

EXHIBIT 13 Stormwater Management

EXHIBIT 14 Waivers

November 2, 2020
20326

Town of Windham Planning Board
8 School Road
Windham ME, 04062

Minor Site Plan Application
Quarry Ridge Business Park, Lot 3-A

Dear Chair Elder and Planning Board members:

On behalf of Enterprise Lot 3 LLC, we have prepared the following Minor Site Plan application for proposed site development at Lot 3-A of Quarry Ridge Business Park for Board consideration. Development will be accessed from Bedrock Terrace. Enterprise Lot 3 LLC proposes to construct a new cannabis cultivation facility that will fall under the *marijuana cultivation facility* use as allowed in the Enterprise Development District. Sebago Technics is providing civil, surveying, environmental and, transportation/traffic analysis.

Project Site: Historically, parcel areas were utilized for gravel extraction by R.J. Grondin and Sons (Grondin). The majority of the site has been disturbed as part of the previous extraction use and resulting topography across the development is generally flat. Natural resources will not be disturbed as part of the proposed development on this site. The proposed site is not located within a FEMA flood hazard area. No impact to the wetland or work within the FEMA flood area is anticipated or proposed as part of the final site development plan.

The project parcel is identified in the Town's Accessor database as Lot 15-3-A on Map 21. This lot is located wholly within the *Enterprise Development District.*

Permitting: Quarry Ridge Business Park originally received a MDEP SLODA permit in 1993 (#L-18029-39-L-N) for the gravel pit. In 2003, the Town of Windham and MDEP approved Quarry Ridge Business Park, a 4-lot commercial/light industrial subdivision. Between 2003 and 2005, the business park received local and MDEP approvals for Phases 1A and 1B to further subdivide land into a 12-lot commercial/ light industrial business park. Lots were permitted with an assumed allowable impervious area based on 75% of lot coverage.

Lot 3-A was permitted with 0.95 acres of impervious area. In general conformance with §805.A.1 of the Land Use Ordinance, Minor Site Plan review is applicable because the project proposes:

- Construction of 5,000 square feet or more of gross nonresidential floor area within an approved subdivision.

- The establishment of a new nonresidential use even if no buildings or structures are proposed, that involves the development of more than 25,000 square feet but less than one (1) acre of land.

Development Program: Development will include a parking lot which will be used by facility personnel, and a 12,350 square foot± building for the cultivation facility. Additional site improvements will include the extension of potable water and fire protection service to the new building from an existing watermain located in Bedrock Terrace, installation of a new on-site subsurface wastewater disposal system (septic), landscaping, lighting and other associated site improvements. Enclosed site plans depict the finalized site layout of the building and overall site.

Proposed development is not relevant to the proposed subdivision amendment and will not be included on the final amended subdivision plan. The subdivision plan will generally adhere to the dimensional standards defined in the Town of Windham's Land Use Ordinance for the Enterprise Development District. Site improvements will be designed and developed in accordance with the provisions of the Site Plan Review (Section 800) and Subdivision (Section 900) of the Town of Windham Land Use Ordinance.

The proposed building on the property is planned to be an engineered metal building, with accompanying parking. Wastewater produced on the proposed property will be recycled to the greatest extent practicable. Non-recyclable solid waste will be collected in an outside covered dumpster. Refer to the Site Plan for the dumpster location which will be screened from roadway with fencing. Solid waste will be hauled directly to a licensed facility in the State of Maine.

Within the cultivation facility itself, the cultivation process will create process waste. Wastewater from processing will be pumped into an evaporator and water will be heated until the wastewater has the desired concentration of solids. Once the evaporator fills with solids the residuals will be pumped into a residue holding tank and stored for removal. It is anticipated that this residue holding tank will need to be emptied once or twice annually and will be removed and hauled by a licensed hauler with the State of Maine.

Stormwater from new developed surfaces (impervious and landscaped) will be managed for general conformance with previous approvals and the stormwater management plan will be updated to meet all applicable local and state stormwater design standards. Disturbed surfaces will be graded to direct runoff to stormwater BMPs for water quality and quantity in general conformance with provisions of MDEP Chapter 500 Stormwater Law. Previously approved runoff from the site will be directed to the roadside ditch along Bedrock Terrace and will run to the 30-inch" cross culvert that exists at the intersection of Bedrock Terrace and Enterprise Drive which outlets to SW-2. Specifics of the stormwater management plan have been closely coordinated with MDEP and are included in the previously approved Subdivision Plan.

Schedule: Site construction is expected to commence in winter of 2020 upon receipt of state and local approvals for the Site Plan and Subdivision amendment. Enterprise Lot 3 LLC is hopeful to complete the permitting process through the Town in fall 2020 to allow for a winter start and use of the facility by late summer 2021.

Future Development: Future development is not under consideration at this time.

Traffic: A traffic analysis has been performed by the Sebago Technics to evaluate peak trips. The traffic analysis is included in this Final Site Plan submittal package. Traffic analysis is not required for the proposed Subdivision amendment review.

Waivers: No waivers from Chapter 800 – Site Plan and Chapter 900-Subdivision submittal and standards are requested or anticipated as part of the Planning Board review of the accompanying submittal packages.

Closure: On behalf of Enterprise Lot 3 LLC., we look forward to working with the Planning Board to permit this project. I look forward to meeting with the Board to discuss both Final Plan applications at your next scheduled Planning Board meeting.

SEBAGO TECHNICS, INC.

Sincerely,

Craig Burgess

Craig A. Burgess, P.E.
Project Manager

CAB/skn/lg
Enc.

TOWN OF WINDHAM
MINOR SITE PLAN APPLICATION

Final Plan

(Section 811 – Site Plan Review, Submission Requirements)

The original signed copy of this application must be accompanied by:

- The required application and review escrow fees,
- Five (5) collated submission packets, which must include
  - Full size paper copies of each plan, map, or drawing, and
  - A bound copy of the required information found in Section 811 of the Land Use Ordinance.
    - The checklist below offers a brief description of these requirements for the purpose of determining the completeness of a submission. Please use the Ordinance for assembling the submission packets.
- Electronic submission in PDF format of:
  - All plans, maps, and drawings.
    - These may be submitted as a single PDF file or a PDF for each sheet in the plan set.
  - A PDF of the required information found in Section 811 of the Land Use Ordinance

The submission deadline for Final plans is three (3) weeks before the Staff Review Committee meeting for which it will be scheduled.

Applicants are strongly encouraged to schedule a brief submission meeting with Planning Staff, to walk through the application checklist at the time a Planning Board submission is made. This will allow applicants to receive a determination of completeness, or a punch list of outstanding items, at the time a submission is made.

If you have questions about the submission requirements, please contact:

Windham Planning Department	(207) 894-5960, ext. 2
Jenn Curtis, Planner	jcurtis@windhammaine.us
Amanda Lessard, Planning Director	allessard@windhammaine.us

Final Plan - Minor Site Plan

Project Name: Paul's Boutique- Cannabis Cultivation Facility

Tax Map: 21 Lots: 15-3-A

Estimated square footage of building(s): 12,350 SF Proposed

If no buildings proposed, estimated square footage of total development: N/A

Is the total disturbance proposed > 1 acre? **X** Yes No

Contact Information

1. Applicant

Name: **Dwight Investments, LLC**

Mailing Address: **1130 James Jack Lane, Charlotte, North Carolina**

Telephone: 704-962-0030 Fax: _____ Email: **ernestdwight@carolina.rr.com**

2. Record owner of property

Name: **Enterprise Lot 3 LLC c/o Norman Belanger**

Mailing Address: **824 Roosevelt Trail #263 Windham, Maine 04062**

Telephone: **207-871-7500** Fax: E-mail: **nbelanger@vblawfirm.com**

3. Contact Person/Agent (if completed and signed by applicant's agent, provide written documentation of authority to act on behalf of applicant)

Name: **Craig A. Burgess, P.E.**

Company Name: **Sebago Technics Inc.**

Mailing Address: **75 John Roberts Road, Suite 4A South Portland ME 04106**

Telephone: **207-200-2081** Fax: **207-856-2206** E-mail: **cburgess@sebagotechnics.com**

I certify all the information in this application form and accompanying materials is true and accurate to the best of my knowledge.

Signature 10/28/20 Date

ERNEST H. DWIGHT
MANAGING DIRECTOR
DWIGHT INVESTMENTS, LLC

	Final Plan – Minor Site Plan: Submission Requirements	Applicant	Staff
a.	Complete Sketch Plan Application form	x	
b.	Evidence of payment of application and escrow fees	x	
c.	Written information - submitted in bound report	x	
1	A narrative describing the proposed use or activity **Cover Letter**	x	
2	Name, address, & phone number of record owner, and applicant if different	x	
3	Names and addresses of all abutting property owners **Ex.2**	x	
4	Documentation demonstrating right, title, or interest in property **Ex.3**	x	
5	Copies of existing proposed covenants or deed restrictions **Ex.4**	x	
6	Copies of existing or proposed easements on the property **Ex.4**	x	
7	Name, registration number, and seal of the licensed professional who prepared the plan, if applicable **Plan Set**	x	
8	Evidence of applicant's technical capability to carry out the project **Ex.5**	x	
9	Assessment of the adequacy of any existing sewer and water mains, culverts and drains, on-site sewage disposal systems, wells, underground tanks or installations, and power and telephone lines and poles on the property **Ex.7**	x	
10	Estimated demand for water supply and sewage disposal **Ex.7**	x	
11	Provisions for handling all solid wastes, including hazardous and special wastes **Ex.8**	x	
12	Detail sheets of proposed light fixtures **Ex.9**	x	
13	Listing of proposed trees or shrubs to be used for landscaping **Plan Set**	x	
14	Estimate weekday AM and PM and Saturday peak hour and daily traffic to be generated by the project **Ex.10**	x	
15	Description of important or unique natural areas and site features, including floodplains, deer wintering areas, significant wildlife habitats, fisheries, scenic areas, habitat for rare and endangered plants and animals, unique natural communities and natural areas, sand and gravel aquifers, and historic and/or archeological resources **Ex.12**	x	
16	If the project requires a stormwater permit from MaineDEP or if the Staff Review Committee determines that such information is required, submit the following: **NO DEP PERMIT REQUIRED, See Ex.13**		
	stormwater calculations		
	erosion and sedimentation control measures **Plan Set**	x	
	water quality and/or phosphorous export management provisions		
17	If public water or sewerage will be utilized, provide statement from utility district regarding the adequacy of water supply in terms of quantity and pressure for both domestic and fire flows, and the capacity of the sewer system to accommodate additional wastewater.	x	
18	Financial Capacity		
	i. Estimated costs of development and itemize estimated major expenses	x	
	ii. Financing (submit one of the following)		
	a. Letter of commitment to fund		
	b. Self-financing		

	1. Annual corporate report		
	2. Bank Statement Ex.6	X	
	c. Other		
	1. Cash equity commitment of 20% of total cost of development		
	2. Financial plan for remaining financing		
	3. Letter from institution indicating intent to finance		
	iii. If a registered corporation a Certificate of Good Standing from:		
	Secretary of State, or D - Front End	X	
	statement signed by corporate officer		
19	Technical Capacity (address both)		
	i. Prior experience Ex.5	X	
	ii. Personnel Ex.5	X	
d.	**Plan Requirements - Existing Conditions**		
i.	Location Map adequate to locate project within the municipality	X	
ii.	Vicinity Plan. Drawn to scale of not over 400 feet to the inch, and showing area within 250 feet of the property line, and shall show the following:	X	
	a. Approximate location of all property lines and acreage of parcels	X	
	b. Locations, widths and names of existing, filed or proposed streets, easements or building footprints	X	
	c. Location and designations of any public spaces	X	
	d. Outline of proposed subdivision, together with its street system and an indication of the future probable street system of the remaining portion of the tract	N/A	
iii.	North Arrow identifying Grid North; Magnetic North with the declination between Grid and Magnetic; and whether Magnetic or Grid bearings were used	X	
iv.	Location of all required building setbacks, yards, and buffers	X	
v.	Boundaries of all contiguous property under the total or partial control of the owner or applicant	X	
vi.	Tax map and lot number of the parcel or parcels on which the project is located	X	
vii.	Zoning classification(s), including overlay and/or subdistricts, of the property and the location of zoning district boundaries if the property is located in 2 or more districts or abuts a different district.	N/A	
viii.	Bearings and lengths of all property lines of the property to be developed, and the stamp of the surveyor that performed the survey.	X	
ix.	Existing topography of the site at 2-foot contour intervals	X	
x.	Location and size of any existing sewer and water mains, culvers and drains, on-site sewage disposal systems, wells, underground tanks or installations, and power and telephone lines and poles on the property and on abutting streets or land that may serve the development. Plan Set	X	
xi.	Location, names, and present widths of existing public and/or private streets and rights-of way within or adjacent to the proposed development	X	
xii.	Location, dimensions, and ground floor elevation of all existing buildings	N/A	
xiii.	Location and dimensions of existing driveways, parking and loading areas, walkways, and sidewalks on or adjacent to the site.	N/A	

xiv.	Location of intersecting roads or driveways within 200 feet of the site.	X	
xv.	Location of the following:		
	a. Open drainage courses	X	
	b. Wetlands	N/A	
	c. Stone walls	N/A	
	d. Graveyards	N/A	
	e. Fences	N/A	
	f. Stands of trees or treeline, and	N/A	
	g. Other important or unique natural areas and site features, including but not limited to, floodplains, deer wintering areas, significant wildlife habitats, fisheries, scenic areas, habitat for rare and endangered plants and animals, unique natural communities and natural areas, sand and gravel aquifers, and historic and/or archaeological resources	X	
xvi.	Direction of existing surface water drainage across the site	N/A	
xvii.	Location, front view, dimensions, and lighting of existing signs	X	
xviii.	Location & dimensions of existing easements that encumber or benefit the site	X	
xix.	Location of the nearest fire hydrant, dry hydrant, or other water supply	X	
	Plan Requirements - Proposed Development Activity		
i.	Location and dimensions of all provisions for water supply and wastewater disposal, and evidence of their adequacy for the proposed use, including soils test pit data if on-site sewage disposal is proposed	X	
ii.	Grading plan showing the proposed topography of the site at 2-foot contour intervals	X	
iii.	Direction of proposed surface water drainage across the site and from the site, with an assessment of impacts on downstream properties.	X	
iv.	Location and proposed screening of any on-site collection or storage facilities	X	
v.	Location, dimensions, and materials to be used in the construction of proposed driveways, parking and loading areas, and walkways, and any changes in traffic flow onto or off-site	X	
vi.	Proposed landscaping and buffering	X	
vii.	Location, dimensions, and ground floor elevation of all buildings or expansions	X	
viii.	Location, front view, materials and dimensions of proposed signs together with method for securing sign	N/A	
ix.	Location and type of exterior lighting. Photometric plan to demonstrate coverage area of all lighting may be required by Staff Review Committee.	X	
x.	Location of all utilities, including fire protection systems	X	
xi.	Approval block: Provide space on the plan drawing for the following words, "Approved: Town of Windham Staff Review Committee." along with space for signatures and date	X	
Electronic Submission			

AGENT AUTHORIZATION

APPLICANT/ OWNER	**Name**	Dwight Investments, LLC		
PROPERTY DESCRIPTION	**Physical Address**	Lot 3, Quarry Ridge Business Park, Enterprise Drive	**Map**	21
			Lot	15-3
APPLICANT'S AGENT INFORMATION	**Name**	Sebago Technics, Inc. attn: Craig Burgess		
	Phone	207-200-2081	**Business Name & Mailing Address**	SEBAGO TECHNICS, INC 75 John Roberts Road, Suite 4a South Portland, ME 04106
		cburgess@sebagotechnics.com		

Said agent may represent me/us before the Town of Windham to expedite and complete the approval of the proposed projects listed above.

APPLICANT SIGNATURE DATE

8/13/20

PLEASE TYPE OR PRINT NAME HERE

DWIGHT INVESTMENTS, LLC
ERNEST H. DWIGHT
MANAGING PARTNER

APPLICANT'S AGENT SIGNATURE DATE August 13, 2020

Craig Burgess

PLEASE TYPE OR PRINT NAME HERE

Sebago Technics Inc., Craig Burgess P.E.

MAINE
Department of the Secretary of State
Bureau of Corporations, Elections and Commissions

Corporate Name Search

Information Summary

Subscriber activity report

This record contains information from the CEC database and is accurate as of: Mon Oct 12 2020 09:23:20. Please print or save for your records.

Legal Name	Charter Number	Filing Type	Status
ENTERPRISE LOT 3, LLC	20071770DC	LIMITED LIABILITY COMPANY (DOMESTIC)	GOOD STANDING

Filing Date	Expiration Date	Jurisdiction
12/29/2006	N/A	MAINE

Other Names	(A=Assumed ; F=Former)
BEDROCK TERRACE LOT 15-9, LLC	F

Clerk/Registered Agent

NORMAN R BELANGER
215 COMMERCIAL STREET, 4TH FLOOR

PORTLAND, ME 04101

Back to previous screen New Search

Click on a link to obtain additional information.

List of Filings	View list of filings	
Obtain additional information:		
Additional Addresses	Plain Copy	Certified copy
Certificate of Existence (more info)	Short Form without amendments ($30.00)	Long Form with amendments ($30.00)

You will need Adobe Acrobat version 3.0 or higher in order to view PDF files.
If you encounter problems, visit the troubleshooting page.

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© Department of the Secretary of State

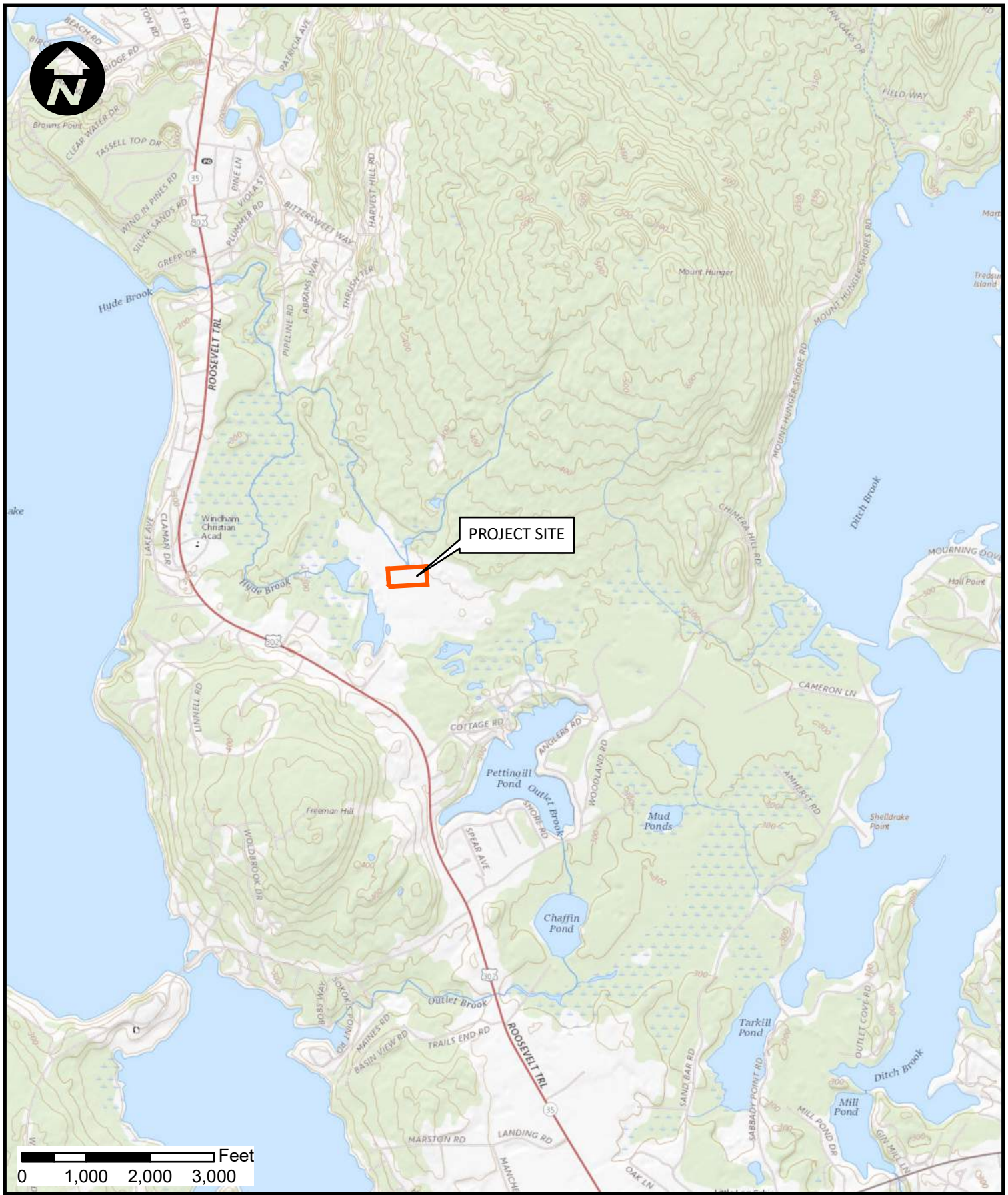
Exhibit 1

Vicinity Map/
Tax Map

Exhibit 1: Vicinity Map, Tax Map

Enclosed please find the following vicinity maps associated with the site:

- Figure 1 – USGS Location Map
- Figure 2 – Tax Map



SEBAGO TECHNICS

WWW.SEBAGOTECHNICS.COM

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

LOCATION MAP
FOR: LOT 3- QUARRY RIDGE BUSINESS PARK

SCALE: 1:24,000

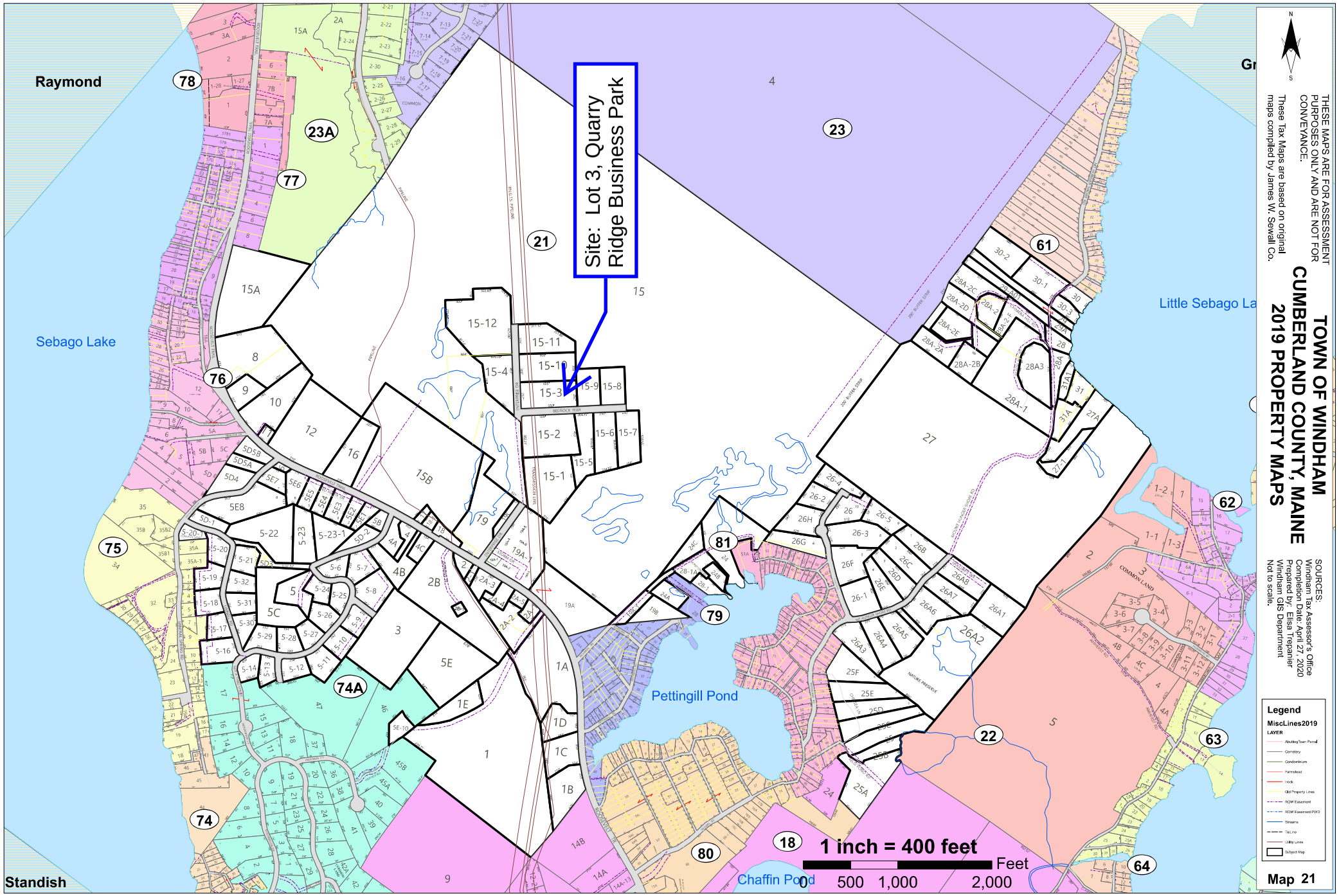
DATE: 8/14/2020

LOCATION:
Enterprise Drive
Winham, ME 04062

INFORMATION:
USGS Nat onal Map: North Windham Quad

20326 Locat on Map.APRX

PROJECT NUMBER: 20326



THESE MAPS ARE FOR ASSESSMENT PURPOSES ONLY AND ARE NOT FOR CONVEYANCE.

These Tax Maps are based on original maps compiled by James W. Sewall Co.

TOWN OF WINDHAM
CUMBERLAND COUNTY, MAINE
2019 PROPERTY MAPS

SOURCES:
Windham Tax Assessor's Office
Completion Date: April 27, 2020
Prepared by: Elisa Trepanier
Windham GIS Department
Not to scale.

Exhibit 2

Abutters

Exhibit 2: Abutters

See the attached map and list of abutters that follow

21/ 15/ / /
RJGF LLC
PO BOX 869
RAYMOND, ME 04071

21/ 15/ 2/ /
GENEST CONCRETE WORKS INC
PO BOX 151
SANFORD, ME 04073

21/ 15/ 4/ /
LAKES REGION SELF STORAGE
22 HEDGEROW DRIVE
CUMBERLAND, ME 04021

21/ 15/ 5/ /
RJGF LLC
PO BOX 869
RAYMOND, ME 04071

21/ 15/ 12/ /
GRONDIN ROBERT J
PO BOX 869
RAYMOND, ME 04071

21/ 15/ 11/ /
RJGF LLC
PO BOX 869
RAYMOND, ME 04071

21/ 15/ 10/ /
RJGF LLC
PO BOX 869
RAYMOND, ME 04071

21/ 15/ 9/ /
RJGF LLC
PO BOX 869
RAYMOND, ME 04071

21/ 15/ 8/ /
RJGF LLC
PO BOX 869
RAYMOND, ME 04071

21/ 15/ 7/ /
RJGF LLC
PO BOX 869
RAYMOND, ME 04071

21/ 15/ 6/ /
RJGF LLC
PO BOX 869
RAYMOND, ME 04071

Exhibit 3

Right, Title, or Interest

Exhibit 3: Right, Title, or Interest

The locus is depicted on the Town of Windham Tax Map 21, Lot 15-3a. Deeds are provided in this section. Please note that this development site is part of the Quarry Ridge Business Park. The record owners of the subject properties are as follows:

Map 21/Lot 15-3a- Existing Property
Dwight Investments LLC
CCRD Book 24858/Page 0087

The purchase and sale agreement can be seen on the next page.

PURCHASE AND SALE AGREEMENT

This Agreement made as of ~~26th~~ 29th day of May, 2020, by and between ENTERPRISE LOT 3, LLC, of Windham, Maine ("Seller"), and Dwight Investments, LLC, a Corporation, or its assigns, of Charlotte, North Carolina ("Buyer").

1. PREMISES. Seller agrees to sell and Buyer agrees to buy a certain lot or parcel of land, with the improvements thereon, consisting of 3.88 acres, more or less, located at Enterprise Drive and Bedrock Terrace in the Town of Windham, County of Cumberland, and State of Maine, and being Lot #3 as shown on a plan prepared by Sebago Technics, Inc. for RJGF, LLC, and approved by the Town of Windham, Maine, Planning Board dated June 12, 2006, recorded in the Cumberland County Registry of Deeds at Plan Book 206 Pages 397,398 and 399, attached hereto as Exhibit A and incorporated herein, together with all improvements and fixtures thereon and all rights, privileges, easements and appurtenances thereto, including without limitation, any air rights, water rights, rights-of-way or other interests in, on, under or to any land, highway, alley, street or rights-of-way abutting or adjoining said parcel, being the same premises described in a deed recorded at the Cumberland County Registry of Deeds in Book 24858, Page 0087.

2. PURCHASE PRICE. Subject to any adjustments and prorations contained herein, Buyer agrees to pay to Seller for the Premises the sum of [illegible] and 00/100 Dollars [illegible] lawful currency of the United States of America (the "Purchase Price"), payable as follows:

(a) Ten Thousand and 00/100 Dollars ($10,000.00) upon the full execution of this Agreement by both Buyer and Seller (the "Deposit"), to be held by Butts Commercial Brokers ("Escrow Agent"). The Deposit shall be held by Escrow Agent in its non-interest bearing trust account. The Deposit shall be credited towards the Purchase Price at the Closing; and

(b) The balance of the Purchase Price minus the Deposit and, if applicable, the Extension Deposit paid to Seller plus or minus the pro-rations set forth herein, shall be delivered to Seller at Closing by cash or wire transfer to an account designated by Seller.

3. CLOSING. Unless otherwise agreed in writing, the closing of the transaction contemplated by this Agreement (the "Closing") shall take place at the law office of Shepard & Read, 93 Main St. Kennebunk, Maine or such other mutually agreeable location within thirty (30) days of the end of the Due Diligence Period, as defined herein. Buyer shall give Seller at least ten (10) days' advance written notice of the date on which he intends to close (the "Closing Date"). Time is of the essence and a material provision of this Agreement for all of the dates set forth herein.

4. DEED, TITLE. Seller agrees to convey to Buyer insurable title to the Premises byWarranty Deed delivered at closing, free and clear of encumbrances, except: (i) easements for utilities servicing the Premises, (, (iii) zoning and building laws or ordinances, (iv) any matters of record existing as of the date hereof and not objected to by Buyer in accordance with the

terms of this Section 4, and (v) real estate taxes assessed but not due and payablelf Buyer objects to the status of title, then Seller shall have a reasonable period of time (not to exceed thirty (30) days) to cure said objection. Seller agrees to use commercially reasonable efforts in good faith to cure such defects. If title cannot be cleared of such defects within such a reasonable period, then Buyer shall either elect to close and accept title "as is", without reduction in the Purchase Price, or terminate this Agreement whereupon the Deposit shall be returned to Buyer, and neither party shall have any further obligations hereunder. Seller agrees that it will not further encumber or permit to be encumbered the Premises by any liens, mortgages, attachments, covenants, restrictions, easements or otherwise after the Effective Date of this Agreement.

5. COLLATERAL DOCUMENTS. The parties further agree to execute and deliver to each other at the closing such title insurance affidavits and further documents as are customary and reasonably necessary to effect the conveyance of the Premises, in form and substance reasonably acceptable to Buyer's lender and title insurer.

6. RISK OF LOSS, DAMAGE AND INSURANCE. All risk of loss to the Premises prior to the closing shall be borne by Seller.

7. PRORATIONS. All rents, real estate and personal property taxes, service and supply contracts, fuel and/or gas, if any, shall be prorated at closing. If the amount of any taxes is not ascertainable at closing, the adjustment thereof shall be on the basis of the most recently ascertainable bill therefor. Such prorations shall be final. The Maine real estate transfer tax shall be paid by Seller and Buyer in accordance with 36 M.R.S.A. § 4641-A, and the recording fee for the deed of conveyance shall be paid by Buyer.

8. BUYER'S CONTINGENCIES-INSPECTIONS; PERMITS; FINANCING; DUE DILIGENCE.

The Buyer's obligation to purchase the premises is contingent upon satisfaction of the following contingencies:

(a) Seller shall provide to Buyer for Buyer's review and inspection within five (5) business days of the Effective Date copies of all of the following documents relating to the Property in Seller's possession or under Seller's control, if any: (a) title insurance policies; (b) surveys; (c) environmental and/or wetlands scans, studies or reports; and (d) engineering and/or architectural studies, geotechnical studies, water surveys, topographical surveys, utility surveys, sewage disposal surveys, storm water drainage determinations, and such other tests, studies, reports or assessments (collectively, the "Seller's Documents"). Buyer shall be responsible for performing its own due diligence. The Seller's Documents, as applicable, are being provided for informational purposes only and are not certified to and may not be relied upon by Buyer.

(b)

(c) Buyer's satisfaction, in his sole discretion, with its investigation, reviews, and inspections of the Premises, and subject to the receipt of;

(i) Planning Board Approval for a 10,000 Sq. Ft. Building (minimum):

(ii) Building Permits for a 10,000 Sq. Ft. Building (minimum):

(iii) Marijuana Grow License from Town and/State for a Tier 3 Adult Use Cultivation License;

(iv) An assessment that,

(a) Building Costs exceeding Commercially Acceptable Development Cost Benchmarks,

(b) That Zoning and Land Use applicable laws allow the Premises to be developed for Buyer's intended use.

(c) There are no Unknown or Undisclosed Restrictions on Land Use;

(d) No Death or Major Health Changes to Buyer and/or Buyer's Heir.

(d) Supplementing and not limiting the forgoing, in the event Buyer, at his sole discretion, determines it necessary to obtain permits, variances, releases, or other permissions or assurances but not including subdivision approvals (collectively "Permits") from any government agency of competent jurisdiction, including but not limited to the Town of Windham, the State of Maine, and the United States Army Corps of Engineers, Seller shall reasonably cooperate with Buyer to obtain such Permits at no cost to Seller. Any costs incurred in the pursuit of such Permits shall be the sole responsibility of the Buyer. Buyer agrees to use commercially reasonable efforts in good faith to secure such Permits, and to provide evidence to Seller of such efforts.

(e) In the event the Buyer, in his sole discretion, is in any way unsatisfied with the conditions outlined above, Buyer, may elect to terminate this Agreement by written termination notice to Seller within ninety (90) days of the Effective Date hereof ("Due Diligence Period"), and upon such notice this Agreement shall terminate, the Escrow Agent shall promptly send the Deposit to the Buyer and, except as otherwise expressly stated herein, neither party shall have any further obligations hereunder. The failure of Buyer to timely deliver such notice shall constitute a waiver of objection to all of the above-referenced contingencies set forth in this Section 8. If the period for any contingencies set forth in this Agreement shall lapse without timely notice of objection or termination by Buyer, the Deposit and any Extension Deposit (as defined below) shall become nonrefundable and shall be delivered to Seller. In the event Buyer, in his sole discretion, believes addition time is required to complete Inspections or obtain Permits under any provision of this Section, Buyer shall have the right, but not the obligation, to extend the Due Diligence Period one time by ninety (90) days. Buyer shall give Seller written notice of his election to extend said Due Diligence Period and shall make an additional deposit of $10,000 (the "Extension Deposit") and the Extension Deposit shall follow the Deposit as described herein and shall be credited towards the Purchase Price at Closing.

9. <u>POSSESSION AND CONDITION OF THE PREMISES</u>. The Premises shall be delivered to the Buyer at the time of the closing free and clear of all tenancies or occupancies by any person or entity. The Premises are to be conveyed "as is" and Seller has made no representation or warranty other than as specifically provided in this Agreement. Upon reasonable written notice to Seller and subject always to the rights of any tenants or occupants of the Premises, Seller hereby grants Buyer and its agents the right to enter upon or in any part of

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the Premises at all reasonable times and from time to time prior to the closing in order to inspect the Premises, conduct surveys, soil tests, engineering and environmental testing and studies and to do such things as are reasonably necessary with respect to its due diligence, acquisition, financing and development of the Premises. Buyer shall indemnify and hold Seller harmless from any claims or loss resulting from such entry, including, without limitation, attorneys' fees. The foregoing indemnification shall survive the Closing and/or any termination of this Agreement.

10. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Buyer that the following are true as of the date of this Agreement and will be true as of the closing:

(a) There are no litigation, liens, judgments, violations, or proceedings pending, or to the best of Seller's knowledge, threatened against or relating to the Premises nor does Seller know or have reasonable grounds to know of any basis for any such action, or of any governmental investigation relating to the Premises.

(b) There are no outstanding pending, or to the best of Seller's knowledge, threatened liens, claims, options, rights of first refusal, boundary disputes, or encumbrances against or encroachments by, any portion of the Premises.

(c) Any work completed by Seller on the Premises was done in accordance with all applicable laws, ordinances, and regulations.

11. SELLER'S CLOSING DELIVERIES. On the closing date, Seller shall deliver the following:

(a) The deed;

(b) Seller's executed FIRPTA Affidavit and Maine Residency Affidavit, if applicable;

(c) Seller's executed Title Insurance Affidavit or similar statement, in form and substance acceptable to Buyer and its title insurer, pertaining to mechanics' liens and parties in possession;

(d) Maine Transfer Tax form;

(e) Such other documents, instruments, certifications and confirmations as may be reasonably required and designated by Buyer's title insurer, counsel, or lender to fully effect and consummate the transactions contemplated hereby.

12. BUYER'S CLOSING DELIVERIES. On the closing date, Buyer shall deliver the following:

(a) The balance of the Purchase Price in immediately available funds;

(b) Buyer's executed affidavit or similar statement which may be required by Buyer's title insurer;

(c) Maine Transfer Tax form; and

(d) Such other documents, instruments, certifications and confirmations as may be reasonably required and designated by Buyer's title insurer, counsel, or lender to fully effect and consummate the transactions contemplated hereby.

13. DEFAULT. (a) In the event of a default by Seller hereunder which Seller fails to cure within ten (10) days after receipt of notice describing such default in reasonable detail, Buyer shall be entitled (i) to terminate this Agreement by written notice to Seller, in which event the Deposit and the Extension Deposit, if applicable, shall be returned to Buyer paid to Seller, and neither party shall have any further rights, obligations or liabilities hereunder except as explicitly set forth herein, or (ii) to enforce Seller's obligations hereunder by a suit for specific performance

(b) In the event of a default by Buyer hereunder, Seller shall be entitled to terminate this Agreement by written notice to Buyer, in which event the Deposit and the Extension Deposit, if applicable, and all other funds and fees paid to Seller shall be retained as liquidated damages and neither party shall have any further rights, obligations or liabilities hereunder except as explicitly set forth herein. The parties acknowledge and agree that the actual damages in the event of a default by Buyer are uncertain in amount and difficult to ascertain, and that said amount of liquidated damages was reasonably determined.

14. REAL ESTATE BROKER. Seller and Buyer each represent and warrant to the other that it has not dealt with any agents, brokers or finders in connection in this transaction covered by this Agreement, except for Butts Commercial Brokers. Seller agrees to pay Butts Commercial Brokers a fee as per exclusive right to sell listing agreement to be paid at time of closing. Each of the parties hereto agrees to indemnify and hold the other harmless from and against any claims, actions, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) with respect to any breach of the foregoing representation and warranty. Seller and Buyer hereby acknowledge that the foregoing representation and warranty shall survive the closing.

15. OFF MARKET. Seller shall not seek, accept, solicit or negotiate any third party offers for all or any portion of the Premises while this Agreement is in effect.

16. NOTICES. Any notices, elections or exercise of contingencies under this Agreement shall be sufficient if in writing, and if: (a) delivered in hand, (b) sent by certified mail, return receipt requested, (c) sent by FedEx, or similar overnight express mail service, prepaid; or (d) sent by facsimile ("Fax") transmission, each to the addresses and/or Fax numbers listed below:

To Buyer: Ernest Dwight
Dwight Investments
Charlotte, NC

With a copy to: Alan E. Shepard
Shepard & Read
93 Main St
Kennebunk, ME 04043
alan@shepardandreadlaw.com

To Seller: Enterprise Lot # 3, LLC
824 Roosevelt Trail, PMB # 263
Windham, Maine 04062

With a copy to: _____
_____
_____

All such communication shall be deemed made upon the earlier of (3) business days following deposit with the U.S. Mail or the date of receipt as disclosed on the return receipt (if sent by registered or certified mail), or upon delivery (if hand delivered), or upon delivery as indicated on the proof of delivery (if sent via FedEx or similar overnight express mail service), or upon time of confirmed receipt (if sent via Fax). With respect to any of the above-referenced methods of delivery, rejection or other refusal to accept or the inability to deliver because of a change of address of which no notice was given shall be deemed to be receipt of the notice sent. Either party may change its address or its Fax number for purposes of this subparagraph by giving the other party notice of the new address or Fax number in the manner described herein.

17. MERGER. This Agreement represents the entire contract between Buyer and Seller and shall not be amended except by a writing executed by both the parties.

18. SURVIVAL. The representations, warranties and indemnifications set forth herein shall survive the closing or other termination of this Agreement.

19. COUNTERPARTS/FACSIMILE SIGNATURES. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same instrument. This Agreement may be transmitted between the parties by facsimile machine and signatures appearing on faxed instruments shall be treated as original signatures.

20. EFFECTIVE DATE. The Effective Date of this Agreement shall be deemed to be the date first set forth above in this Agreement, provided that if no date is filled in, the Effective Date shall be the last date of the signature of either Buyer or Seller.

21. MISCELLANEOUS. All dates mentioned are a material part of this Agreement TIME IS OF THE ESSENCE. Whenever in this Agreement consent or approval of any party is required, such consent or approval shall not be unreasonably withheld or delayed unless

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specifically otherwise provided for. This Agreement shall be governed by Maine law, and shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and assigns. Buyer may assign his rights and obligations hereunder by written notice to Seller..

22. BINDING EFFECT/ASSIGNMENT. This Agreement shall not become a binding contract until signed by both parties and that fact has been communicated to all parties or their agents.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the date first above written.

WITNESS:

SELLER
Enterprise Lot 3, LLC

By: _____
Its: Managing Member
Printed Name: James E. McNulty, Sr.

WITNESS:

BUYER
Dwight Investments, LLC

By: _____
Its: Managing Member
Printed Name: Ernest Dwight

For the sole purpose of acknowledging its capacity as Escrow Agent herein.

BUTTS COMMERCIAL BROKERS

By: _____
Name: Larry Eliason
Title: Broker

"Escrow Agent"

9902045_1

Exhibit 4

Covenants or Deed Restrictions / Easements

Exhibit 4: Covenants or Deed Restrictions / Easements

A. Covenants and Deed Restrictions

Existing covenants and deed restrictions are included on the Quarry Run Business Park previously approved by the Board. No new Covenants or Deed Restrictions are proposed for the proposed development.

B. Existing or Proposed Easements on the Property

Existing easements are shown on the Existing Conditions Plan and on Subdivision amendment plan for business park.

Exhibit 5

Technical Capacity

Exhibit 5: Technical Capacity

Dwight Investments LLC: Dwight Investments LLC, originally founded in North Carolina, is a real estate investor and developer. Over the past 5 years, they have funded approximately 10 high end custom homes in Charlotte. The founder of the LLC is immediate family to the owner of the proposed facility and Dwight Investments LLC will simply be the lender for the property.

Sebago Technics, Inc. (STI) is a multi-disciplinary engineering firm with over 35 years of experience, which offers a wide range of services specializing in land development, planning, permitting and engineering design services. STI maintains a staff of multi-disciplinary professionals to provide services in the areas of general civil engineering, traffic, road and utility infrastructure design, construction management, permitting, landscape architecture, soil science, wetlands science, geotechnical services, land surveying, and environmental engineering. STI has performed the surveying, wetlands and soils mapping and civil engineering services for the project including the preparation of this Staff Review-Minor Site Plan Application.

The resumes of key personnel are included in this section.

Introduction to Sebago Technics, Inc.

Year Established: 1981 (36 years in business)

About Us: Sebago Technics, Inc. (STI) is a consulting firm of more than 65 design professionals and technical staff providing services throughout New England. From the start, our business plan was simple: "to provide quality, cost-effective civil engineering services that are responsive to a customer's goals, schedule and budget." Our One Company capabilities and resources provide clients with experience and solutions to respond to their planning, permitting and design needs.

Structure: Employee-owned since 1998

Services: Civil, environmental, transportation & traffic engineering; municipal engineering; local/state/federal permitting and planning; land surveying & laser scanning; GIS; landscape architecture; environmental services; and natural resources.

Employee Disciplines:
Professional Engineers, Civil Engineers, Transportation Engineers, Landscape Architects, Professional Land Surveyors, Survey Technicians, CADD Designers, Wetland Scientist, Soil Scientist, Construction Inspectors, Environmental Scientists, GIS Professionals, Marketing, Administrative & Financial

Professional Focus: Sebago Technics provides engineering and planning services to both public and private sector clients. In the municipal and government sectors we have provided multiple discipline services through General Services Contracts (GSC) and project specific contracts. A few examples include the Portland Jetport, City of Portland Public Services, City of South Portland, City of Lewiston, City of Westbrook and several smaller communities. Our municipal sector work includes street and utility infrastructure design, municipal facility planning and specialty work such as Island marine and solid waste planning & engineering.

Location: South Portland, ME

Geographic Service Area: Maine, New Hampshire, Vermont, Massachusetts

Web Site: www.sebagotechnics.com

CRAIG A. BURGESS, PE

Project Manager

Mr. Burgess joined Sebago Technics, Inc., (STI) in June of 2012. Having over 15 years of civil engineering experience throughout Maine, Craig is involved in all aspects of project management, roadway and site design, permitting, plan preparation and stormwater analyses. He has been involved with a variety of institutional, municipal and private sector projects. Craig routinely coordinates directly with clients, regulatory agencies and internal project managers on projects of diverse caliber. He excels at his communication skills and creative engineered solutions that work to create efficient, aesthetic and cost-effective projects for his clients. His engineered solutions were recognized in late 2013 for the Baxter Boulevard North CSO Storage conduit and Morse Street Sewer Separation Project with the City of Portland. The project won the 2013 Build Maine Award from AGC Maine, and also won the 2014 Maine ACEC Special Recognition Award for Engineering Excellence.

EXPERIENCE

Multiple projects for **Bowdoin College – Brunswick, ME** including: **Roux Center for the Environment, Whittier Athletic Complex, Pine Street Extension.**

Hancock Lumber Home Office, Lumber Yard and Kitchen Design Showroom: Project Manager for a new home office design bringing together Hancock Lumber's one campus vision in Casco, ME. Site design harmonizes with surrounding the woodlands and other natural features. Additionally, Craig was the Project Manager for a new modern lumber yard and kitchen design showroom facility along the Route One corridor in Saco, ME. The site design accommodates future expansion across the parcel.

Margaret Chase Elementary School – Sanford, ME: Comprehensive building expansion involving design for complete overhaul of site amenities, including a new multi-purpose field. Served as the Lead Site Engineer to bring the project into compliance with State stormwater phosphorus standards.

Project Manager of **multiple solar energy** projects throughout Maine, including sites in Sanford, Denmark, Wiscasset and Chester. Design and permitting efforts minimized environmental and stormwater impacts across sites with varied terrain.

Sanford High School & Regional Technical Center – Sanford, ME: Site selection, engineering and permitting for a new 350k s.f. high school & regional technical campus. Served as lead site engineer for the most expensive school construction project in State history.

Morse High School (RSU 1) – Bath, ME: Led site engineering team for new high school and surrounding site amenities. Developed creative solutions to manage stormwater across a site with a significant elevation differential and earthwork demands.

Colby College Athletic Fieldhouse Complex – Waterville, ME: Lead site engineer of stormwater management design for new athletic facility and site amenities.

Martin's Point Healthcare – Lead site engineer for innovative new medical office facilities in Biddeford and Scarborough, Maine.

Baxter Boulevard North Storage Conduit Storage Project – Portland, ME: Lead site engineer for a 2 Million Gallon CSO Storage Project.

Central Maine Veterans Memorial Cemetery – Augusta, ME: Engineering, permitting and construction administration for the new crypt construction. The first of its kind for the State of Maine at the time of construction. This new site will inturn over 950 Veterans serving our State and Country.

EDUCATION

Villanova University - Villanova, PA
B.S., Mechanical Engineering, 2003

REGISTRATIONS

Professional Engineer: Maine #12638

CERTIFICATIONS

LEED Green Associate

State of Maine Certification for Inspection and Maintenance of Stormwater BMP

Maine DOT LPA Certified, Recertification May 2022

MEMBERSHIPS

American Society of Civil Engineers

RECOGNITION

Baxter Boulevard won Maine ACEC Special Recognition Award for Engineering Excellence

Baxter Boulevard won 2013 Build Maine award for AGC Maine

SEBAGO TECHNICS

207.200.2081 CBURGESS@SEBAGOTECHNICS.COM

AARON J. RADZIUCZ

Civil Engineer

Mr. Radziucz joined Sebago Technics, Inc., (STI) as a Civil Engineer in May of 2020. He graduated from the University of Maine in Orono, ME in 2020 with a B.S. in Civil Engineering with a minor in Renewable Energy Economics. He is proficient in AutoCAD, Microsoft Word, Excel, PowerPoint, and MatLab coding software. He is also familiar with using GPS models and experience using GPS rover units.

EXPERIENCE

Gorrill Palmer Consulting Engineers Inc.
South Portland, Maine
Summer 2019

Class 1 Roadway Construction Inspector

- Performed various engineering calculations and measurements in assistance to Maine DOT project resident.
- Completed inspector daily reports along with posting values for contractor payment.
- Completed truck tally sheets as well as collected asphalt delivery slips during paving.

EDUCATION

University of Maine - Orono, ME
B.S., Civil Engineering
Minor: Economics

MEMBERSHIPS

American Society of Civil Engineers
Club, 2019

CERTIFICATIONS

OSHA 10 Certification

VOLUNTEERING

Interact Club (2012-2016)
South Portland, Maine 04106
Various Community Service Projects

Bangor Afterschool Program (Fall 2018)
Fairmount Elementary School
Working with kids on various STEM activities

SEBAGO TECHNICS

207.200.2096 ARADZIUCZ@SEBAGOTECHNICS.COM

Exhibit 6

Financial Capability

Exhibit 6: Financial Capability

A. Anticipated Project Costs

The estimate of probable cost of the proposed development is approximately $3 million dollars.

B. Financing

Attached is a copy from the applicant's financial status via a bank statement indicating that the applicant has the financial capacity for the proposed site development.

Pinnacle
150 Third Avenue South
Suite 900
Nashville, TN 37201

www.pnfp.com
Phone 800-264-3613

RETURN SERVICE REQUESTED

Account
Ernest Hartley Dwight
XXXXXX2020

3960 1 AB 0.419 16

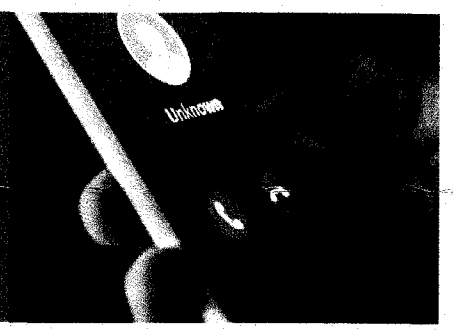
Ernest Hartley Dwight
11330 James Jack Lane
Charlotte, NC 28277-3720

0-1PFP-DDAs-01 201001
001-003-003960 000114157

Statement of Account

Zenith Money Market

Balance 9/01/20	Summary	
$ 2,713,509.16	Credits	+$.00
Balance 9/30/20	Interest	+$1,034.87
$ 2,494,544.03	Debits	-$220,000.00



Credit Transactions

Interest

9/30	Interest Deposit	1,034.87
Total Interest Paid		$1,034.87

Debit Transactions

Checks

9/02	Check 1009	200,000.00
9/28	Check 1010	20,000.00
Total Debits		$220,000.00

(*) Indicates gap in check number sequenece

Average Balance This Statement	$2,518,175.82	Annual Percentage Yield Earned	0.50%
Interest Earned This Period	$1,034.87	Days in Period	30
2020 Interest Paid	$7,632.26	Interest Paid	$1,034.87

Tips to Avoid Telephone Scams

Anyone with a phone is familiar with the nuisance of robocalls, unsolicited telemarketing calls and scammers seeking quick cash through a variety of fraudulent claims. Some even pretend to be the FBI, the IRS or law enforcement. The number you see on your caller ID can even be false (a practice called "spoofing"), appearing to be from reputable businesses like Pinnacle. Remember that Pinnacle will never contact you by phone and ask for your bank account number, Social Security number or debit/credit card number. Never provide this information to someone who calls you and requests it. If you accidentally answer a robocall, don't press any numbers if prompted. Simply hang up and report the call to the FTC at donotcall.gov. For more tips on security, visit PNFP.com/security

EQUAL HOUSING LENDER
Member FDIC

Exhibit 7

Adequacy and Availability of Public Utilities

Exhibit 7: Adequacy and Availability of Public Utilities

The proposed development is sited in an area that is extensively developed offering utilities that includes gas, electric, communications and water. The proposed structure will be service by a 6-inch and a 2-inch service. The proposed building will use a proposed septic tank and subsurface wastewater disposal system. This disposal system will be coordinated with the HHE design as depicted on the enclosed HHE-200 form that will be reviewed by the Local Plumbing Inspector during the building permit review. A letter of ability/capacity has been solicited from the Portland Water District and the response is included in this section.

20326HHE3A

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

Maine Dept. of Health & Human Services
Division of Environmental Health, 11 SHS
(207) 287-5672 Fax: (207) 287-4172

PROPERTY LOCATION

City, Town, or Plantation	WINDHAM
Street or Road	QUARRY TERRACE
Subdivision, Lot #	QUARRY RIDGE BUSINESS PARK, LOT 3A

>> CAUTION: LPI APPROVAL REQUIRED <<

Town/City_____ Permit # _____

Date Permit Issued ___/___/___ Fee: $_____ Double Fee Charged [ ]

_____ L.P.I. # _____

Local Plumbing Inspector Signature

☐ Owner ☐ Town ☐ State

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

Municipal Tax Map # _____ Lot # _____

OWNER/APPLICANT INFORMATION

Name (last, first, MI)	DWIGHT INVESTMENTS, LLC ■ Owner ☐ Applicant
Mailing Address of Owner/Applicant	1130 JAMES JACK LANE
	CHARLOTTE, NC 29277
Daytime Tel. #	(704) 962-0020

OWNER OR APPLICANT STATEMENT

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

_____ _____
Signature of Owner or Applicant Date

CAUTION: INSPECTION REQUIRED

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

_____ _____
Local Plumbing Inspector Signature (2nd) Date Approved

PERMIT INFORMATION

TYPE OF APPLICATION

■ 1. First Time System
☐ 2. Replacement System
Type replaced: _____
Year installed: _____
☐ 3. Expanded System
☐ a. <25% Expansion
☐ b. ≥25% Expansion
☐ 4. Experimental System
☐ 5. Seasonal Conversion

THIS APPLICATION REQUIRES

■ 1. No Rule Variance
☐ 2. First Time System Variance
☐ a. Local Plumbing Inspector Approval
☐ b. State & Local Plumbing Inspector Approval
☐ 3. Replacement System Variance
☐ a. Local Plumbing Inspector Approval
☐ b. State & Local Plumbing Inspector Approval
☐ 4. Minimum Lot Size Variance
☐ 5. Seasonal Conversion Permit

DISPOSAL SYSTEM COMPONENTS

■ 1. Complete Non-engineered System
☐ 2. Primitive System (graywater & alt. toilet)
☐ 3. Alternative Toilet, specify:_____
☐ 4. Non-engineered Treatment Tank (only)
☐ 5. Holding Tank, _____ gallons
☐ 6. Non-engineered Disposal Field (only)
☐ 7. Separated Laundry System
☐ 8. Complete Engineered System (2000 gpd or more)
☐ 9. Engineered Treatment Tank (only)
☐ 10. Engineered Disposal Field (only)
☐ 11. Pre-treatment, specify: _____
☐ 12. Miscellaneous Components

SIZE OF PROPERTY

1.84± ☐ SQ. FT. ■ ACRES

SHORELAND ZONING

☐ Yes ■ No

DISPOSAL SYSTEM TO SERVE

☐ 1. Single Family Dwelling Unit, No. of Bedrooms: ____
☐ 2. Multiple Family Dwelling, No. of Units: _____
■ 3. Other: 25 EMPLOYEES WITH NO SHOWERS (specify)
Current Use ☐ Seasonal ☐ Year Round ■ Undeveloped

TYPE OF WATER SUPPLY

☐ 1. Drilled Well ☐ 2. Dug Well ☐ 3. Private
■ 4. Public ☐ 5. Other

DESIGN DETAILS (SYSTEM LAYOUT SHOWN ON PAGE 3)

TREATMENT TANK

■ 1. Concrete
■ a. Regular
☐ b. Low profile
☐ 2. Plastic
☐ 3. Other: _____
CAPACITY: 1,000 GAL.

DISPOSAL FIELD TYPE & SIZE

■ 1. Stone Bed ☐ 2. Stone Trench
☐ 3. Proprietary Device
☐ a. Cluster array ☐ c. Linear
☐ b. Regular load ☐ d. H-20 load
☐ 4. Other: _____
SIZE: 1,000 ■ sq. ft. ☐ lin. ft.

GARBAGE DISPOSAL UNIT

■ 1. No ☐ 2. Yes ☐ 3. Maybe
If Yes or Maybe, specify one below:
☐ a. Multi-compartment tank
☐ b. ___ tanks in series
☐ c. Increase in tank capacity
☐ d. Filter on tank outlet

DESIGN FLOW

300 gallons per day
BASED ON:
■ 1. Table 4A (dwelling unit(s))
☐ 2. Table 4C (other facilities)
SHOW CALCULATIONS for other facilites
25 EMPLOYEES @ 12 GPD
☐ 3. Section 4G (meter readings)
ATTACH WATER METER DATA

SOIL DATA & DESIGN CLASS

PROFILE 12(3) CONDITION AIII
at Observation Hole # TP-3
Depth 30 "
of Most Limiting Soil Factor

DISPOSAL FIELD SIZING

☐ 1. Medium--- 2.6 sq. ft. / gpd
■ 2. Medium Large--- 3.3 sq. ft. / gpd
☐ 3. Large--- 4.1 sq. ft. / gpd
☐ 4. Extra Large--- 5.0 sq. ft. / gpd

EFFLUENT/EJECTOR PUMP

☐ 1. Not Required
■ 2. May Be Required
☐ 3. Required
Specify only for engineered systems:
DOSE: _____ GAL.

LATITUDE AND LONGITUDE
at center of disposal area

Lat. 43 d 51 m 47.9 s
Lon. -70 d 27 m 10.5 s

SITE EVALUATOR STATEMENT

I certify that on 9-1-20 (date) I completed a site evaluation on this property and state that the data reported are accurate and that the proposed system is in compliance with the State of Maine Subsurface Wastewater Disposal Rules (10-144A CMR 241).

Site Evaluator Signature	355 SE #	10-9-2020 Date
Gary M. Fullerton Site Evaluator Name Printed	(207) 200-2063 Telephone Number	gfullerton@sebagotechnics.com E-mail Address

SEBAGO TECHNICS
WWW.SEBAGOTECHNICS.COM

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

20326HHE3A

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

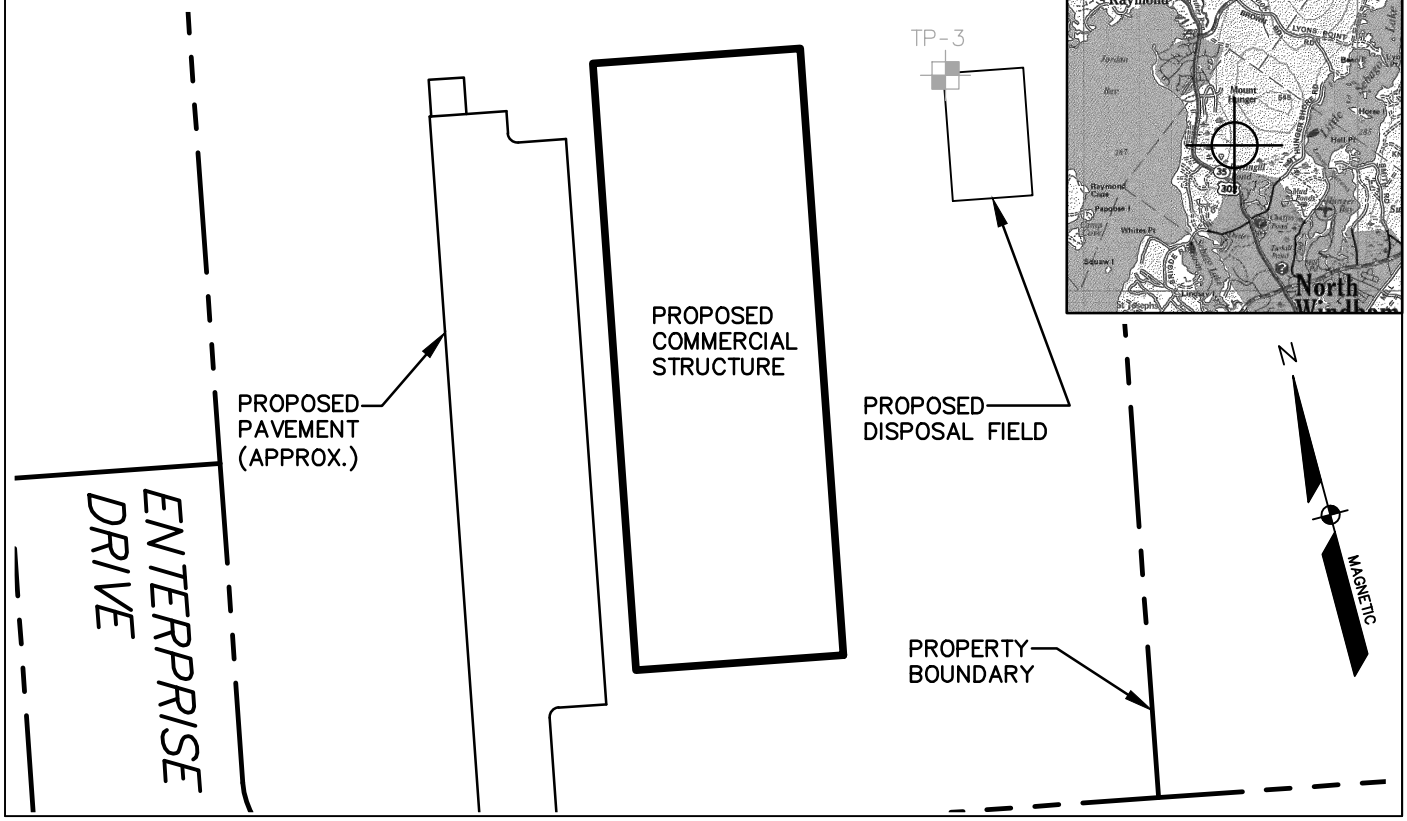
Maine Dept. of Health & Human Services
Division of Environmental Health, 11 SHS
(207) 287-5672 Fax: (207) 287-4172

Town, City, Plantation	Street, Road, Subdivision	Owner or Applicant Name
WINDHAM	QUARRY RIDGE BUSINESS PARK, LOT 3A	DWIGHT INVESTMENTS, LLC

SITE PLAN

IPF = IRON PIN FOUND
TP = TEST PIT B = BORING

Scale 1" = 60 FT.



SITE LOCATION PLAN

SOIL DESCRIPTION AND CLASSIFICATION (Location of Observation Holes Shown Above)

Observation Hole TP-3 ■ Test pit ☐ Boring

0 " Depth of Organic Horizon Above Mineral Soil

DEPTH BELOW MINERAL SOIL SURFACE (inches)	Texture	Consistency	Color	Mottling
0–30	SANDY LOAM FILL	FRIABLE TO FIRM	2.5Y 5/3 LIGHT OLIVE BROWN	NONE OBSERVED
30–50	LEDGE VARIES 30" TO 40"			

Soil Classification		Slope	Limiting Factor	
12(3) Profile	AIII Condition	0-3 %	30 "	☐ Ground Water ☐ Restrictive Layer ■ Bedrock ☐ Pit Depth

Observation Hole _____ ☐ Test pit ☐ Boring

_____ " Depth of Organic Horizon Above Mineral Soil

DEPTH BELOW MINERAL SOIL SURFACE (inches)	Texture	Consistency	Color	Mottling
0–50				

Soil Classification		Slope	Limiting Factor	
Profile	Condition	%	"	☐ Ground Water ☐ Restrictive Layer ☐ Bedrock ☐ Pit Depth

Site Evaluator Signature

355
SE #

10-9-2020
Date

SEBAGO TECHNICS, INC.

20326HHE3A

SUBSURFACE WASTEWATER DISPOSAL SYSTEM APPLICATION

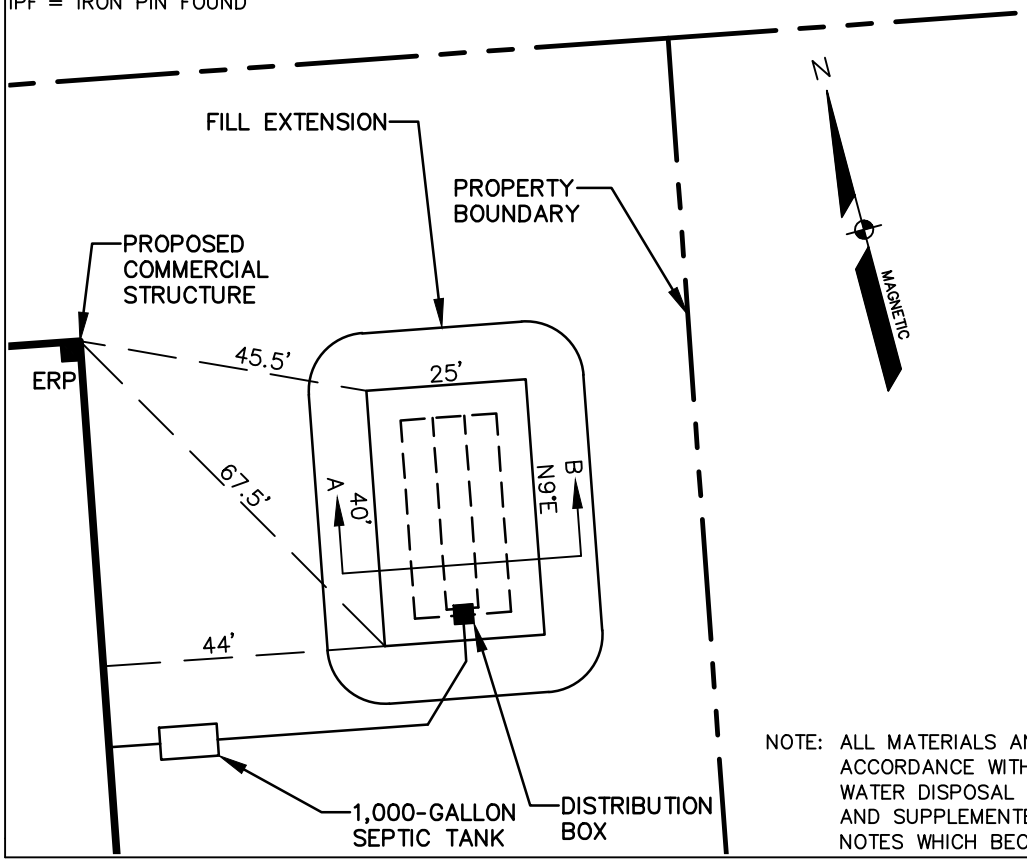
Maine Dept. of Health & Human Services
Division of Environmental Health, 11 SHS
(207) 287-5672 Fax: (207) 287-4172

Town, City, Plantation	Street, Road, Subdivision	Owner or Applicant Name
WINDHAM	QUARRY RIDGE BUSINESS PARK, LOT 3A	DWIGHT INVESTMENTS, LLC

ERP= ELEVATION REFERENCE POINT
IPF = IRON PIN FOUND

SUBSURFACE WASTEWATER DISPOSAL PLAN

Scale 1" = 30FT.



PROPOSED DISPOSAL FIELD

25' X 40' STONE BED

NOTES
1. ALLOW FOR POSITIVE DRAINAGE AROUND THE DISPOSAL FIELD.

2. REMOVE ALL VEGETATION AND SCARIFY THE AREA UNDER THE DISPOSAL FIELD, SHOULDER, AND FILL EXTENSION.

3. IF A GARBAGE DISPOSAL IS USED, THEN CHANGES TO THIS DESIGN ARE NECESSARY.

4. CONTRACTOR SHALL REMOVE ALL FILL BENEATH AND 5 FEET AROUND DISPOSAL FIELD DOWN TO LEDGE AND REPLACE WITH GRAVELLY COARSE SAND DUE TO COMPACTED SOILS.

EXISTING GRADES
312'
N9°E
312'

NOTE: ALL MATERIALS AND INSTALLATION SHALL BE IN ACCORDANCE WITH THE MAINE SUBSURFACE WASTE-WATER DISPOSAL RULES DATED 08/15, AS AMENDED, AND SUPPLEMENTED BY THE ATTACHED GENERAL NOTES WHICH BECOME A PART OF THIS DESIGN.

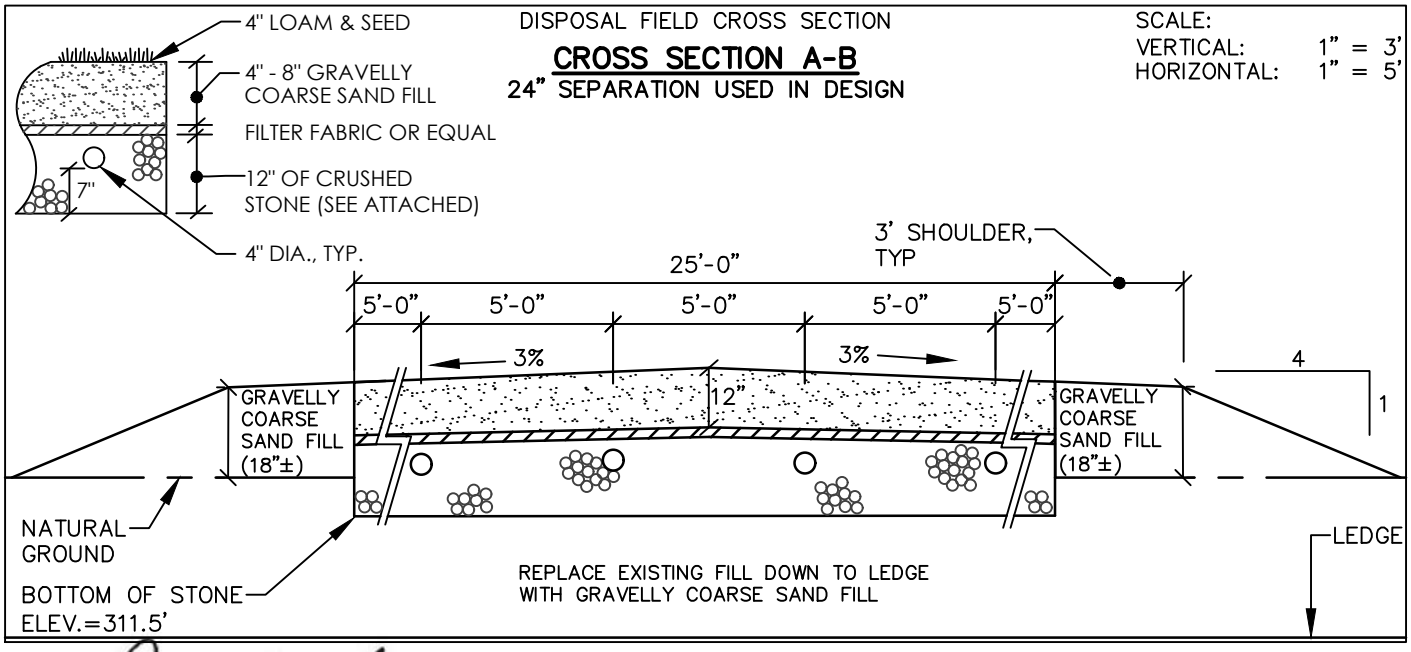
BACKFILL REQUIREMENTS		CONSTRUCTION ELEVATIONS		ELEVATION REFERENCE POINT	
Depth of Fill (Upslope)	18"±	Finished Grade Elevation	313.5'	Location & Description	FFE OF PROPOSED COMMERCIAL STRUCTURE
Depth of Fill (Downslope)	18"±	Top of Distribution Pipe or Proprietary Device	312.5'		
		Bottom of Disposal Area (Bottom of Stone)	311.5'	Reference Elevation	FFE = 314.5'

DISPOSAL FIELD CROSS SECTION

CROSS SECTION A-B

24" SEPARATION USED IN DESIGN

SCALE:
VERTICAL: 1" = 3'
HORIZONTAL: 1" = 5'



Site Evaluator Signature	SE #	Date
	355	10-9-2020

SEBAGO TECHNICS, INC.

General Notes
(attachment to form HHE-200)
<1,000 gpd Septic System

1. The nature of the site evaluation profession is one of interpretation of soil and site conditions. We, in the field, attempt to both provide a satisfactory service to the client, and comply by the rules by which we are bound - The Maine Subsurface Wastewater Disposal Rules. If at any time you, the client, are not satisfied with the service provided or the results found, it is your right to hire another site evaluator for a second opinion.

2. Property information is supplied by the owner, applicant or representative. Such information presented herein shall be verified as correct by the owner or applicant prior to signing this application.

3. All work shall be in accordance with the Maine Subsurface Wastewater Disposal Rules dated 8/3/15, as amended.

4. All work on the disposal field should be performed under dry conditions.

5. No vehicular or equipment traffic to be allowed on disposal area unless H-20 load is specified. Disposal field shall be constructed from outside the corner stakes located in the field. The downslope area is also to be protected in the same manner.

6. Backfill, if required, is to be gravelly coarse sand texture and to be free of foreign debris (per Table 11A of the Maine Subsurface Wastewater Disposal Rules). If backfill is coarser than original soil, then mix a minimum of 4" of backfill material into original soil.

7. No neighboring wells are apparent (unless so indicated) within 100' of disposal area. Owner or applicant shall verify this prior to signing the application.

8. The disposal field stone shall be clean, uniform in size and free of fines, dust, ashes, or clay. It shall have a nominal size of ¾" or 1½" (per Table 11B of the Maine Subsurface Wastewater Disposal Rules).

9. Minimum separation distances required (unless reduced by variance or special circumstance).

a) wells with water usage of 2000 or more gpd or public water supply wells:	
Disposal Fields:	300'
Treatment Tanks:	150'
b) potable water supply to disposal field:	100'
c) potable water supply to treatment tank:	50'
d) treatment tank or disposal field to lake, river, stream or brook:	100' for major watercourse, 50' for minor watercourse
e) house to treatment tank:	8'
f) house to disposal field:	20'

- For all other separation distances, use separations for less than 1,000 gpd per Maine Subsurface Wastewater Disposal Rules Table 7B for first-time systems and Table 8A for replacement systems.

10. Location of septic system near a wetland may require a separate permit. As such, the owner, prior to construction of the septic system, shall hire a professional to evaluate proximity of adjacent wetlands and prepare necessary permit applications.

11. Garbage disposals are not recommended and, if installed, are done so at the owner's risk. The additional waste load requires increased maintenance frequency and may cause premature failure of disposal field.

12. Pump stations, when required, shall be installed watertight to prevent infiltration of ground and/or surface water.

13. Force mains and pressure lines shall be flushed of any foreign material and pumps shall be checked for proper on/off cycle before being put into service.

14. Force mains, pump stations, and/or gravity piping subject to freezing shall be installed below frost line or adequately insulated.

Sebago Technics, Inc., 75 John Roberts Rd., Suite 4A, South Portland, ME 04106-6963 (207) 200-2063

Portland Water District

FROM SEBAGO LAKE TO CASCO BAY

October 28, 2020

Sebago Technics ATTN: Aaron Radziucz
75 John Roberts Road, Suite 4A
South Portland, ME 04106

Re: Bedrock Terrance, Windham
Ability to Serve with PWD Water

Dear Mr. Radziucz:

The Portland Water District has received your request for an Ability to Serve Determination for the noted site submitted on October 2, 2020. Based on the information provided per plans received 10/27/2020, we can confirm that the District will be able to serve the proposed project as further described in this letter. **Please note that this letter constitutes approval of the water system as currently designed and is valid for eighteen (18) months after the date of issue. Any changes affecting the approved water system will require further review and approval by PWD.**

Conditions of Service

The following conditions of service apply:

- A new 6-inch fire service and 2-inch domestic service with a 3/4-inch meter may be installed from the water main in Bedrock Terrace. The service should enter through the properties frontage on Bedrock Terrace at least 10-feet from any side property lines.
- The Portland Water District does not have record of any other existing infrastructure in public roads and recommends a survey and test pitting be performed by the development team prior to construction. Any conflicts that arise during construction are at the risk of the developer and may result in job shutdown until new plans are submitted by the developer and reviewed and approved by PWD.
- An approved backflow prevention device must be installed on the service line directly after the meter prior to service activation. Please refer to the PWD website for more information on cross-connection control policies.

Prior to construction, the owner or contractor will need to make an appointment to complete a service application form and pay all necessary fees. The appointment shall be requested through MEANS@pwd.org or by calling 207-774-5961 ext. 3199. Please allow (3) business days to process the service application paperwork. PWD will guide the applicant through the new development process during the appointment.

225 DOUGLASS STREET P.O. BOX 3553 PORTLAND, MAINE 04104-3553
PHONE: 207.774.5961 FAX: 207.761.8307 WEB: WWW.PWD.ORG

Existing Site Service

According to District records, the project site does not currently have existing water service.

Water System Characteristics

According to District records, there is an 12-inch diameter PVC water main in Bedrock Terrace and a public fire hydrant located approximately 440 feet from the site. The most recent static pressure reading was 84 psi on February 4, 2020.

Public Fire Protection

The installation of new public hydrants to be accepted into the District water system will most likely not be required. It is your responsibility to contact the Windham Fire Department to ensure that this project is adequately served by existing and/or proposed hydrants.

Domestic Water Needs

The data noted above indicates there should be adequate pressure and volume of water to serve the domestic water needs of your proposed project. Based on the high water pressure in this area, we recommend that you consider the installation of pressure reducing devices that comply with state plumbing codes.

Private Fire Protection Water Needs

You have indicated that this project will require water service to provide private fire protection to the site. Please note that the District does not guarantee any quantity of water or pressure through a fire protection service. Please share these results with your sprinkler system designer so that they can design the fire protection system to best fit the noted conditions. If the data is out of date or insufficient for their needs, please contact MEANS to request a hydrant flow test and we will work with you to get more complete data.

Should you disagree with this determination, you may request a review by the District's Internal Review Team. Your request for review must be in writing and state the reason for your disagreement with the determination. The request must be sent to MEANS@PWD.org or mailed to 225 Douglass Street, Portland Maine, 04104 c/o MEANS. The Internal Review Team will undertake review as requested within 2 weeks of receipt of a request for review.

If the District can be of further assistance in this matter, please let us know.

Sincerely,
Portland Water District

Robert A. Bartels, P.E.
Senior Project Engineer

Exhibit 8

Solid Waste

Exhibit 8: Solid Waste

Construction debris associated with building construction, including clean wood, material packaging, cardboard, etc. will be collected in large onsite construction dumpsters. The proposed improvements will result in approximately 107.2 c.y. of building construction waste.

12,350 s.f. building X 4.34 lbs./s.f. waste = 53,599 lbs. of waste
53,599 lbs/500 lbs./c.y. = 107.2 c.y. of waste

The industrial facility will be used for the storage of equipment and non-hazardous materials. No hazardous waste is anticipated to be generated by the new facility. Solid waste generated will include:

- Standard office generated waste
- Waste Associated with packaging materials

Solid waste will be recycled to the greatest extent practicable. Non-recyclable solid waste will be collected in an outside covered dumpster. Refer to the Site Plan for the dumpster location which will be screened from roadway with fencing. Solid waste will be hauled directly to a licensed facility in the State of Maine.

Within the cultivation facility itself, the internal processes will create waste. Wastewater from processing will be pumped into an evaporator and water will be heated until the process water has the desired concentration of solids. Once the evaporator fills with solids the residuals will be pumped into a residue holding tank and stored for removal. It is anticipated that this residue holding tank will need to be emptied once or twice annually and will be removed and hauled by a licensed hauler in the State of Maine.

THERMAL EVAPORATOR

Cost Effective Wastewater Minimization

- ✓ **Handles Different Wastewater Streams…Simultaneously!**
- ✓ **Dramatically Reduces Disposal Volume and Cost**
- ✓ **Eliminates Need to Discharge Wastewater**
- ✓ **Easy to Install and Operate**
- ✓ **Helps Reduce the Costs and Liabilities of Waste Disposal**
- ✓ **A Wide Variety of Heat Sources Including:**
  - **Natural Gas**
  - **Propane**
  - **Steam**
  - **#2 Fuel Oil**
  - **Diesel**
  - **Kerosene**
  - **Electricity**
  - **Waste Oil**
  - **Off-Spec Landfill Gas**
  - **Waste Heat**

Evaporation System
Exhausts Clean Water Vapor

Distillation System
Converts Wastewater to Clean Water

www.evaporator.com

ENCON EVAPORATORS
ENERGY CONSCIOUS INNOVATION

ENCON Evaporation and Distillation Systems are engineered to provide you with the most effective and economical method of wastewater minimization possible.

All ENCON systems are assembled with the highest quality components, ensuring years of trouble free operation.

Our unique heat exchanger design on our thermal units provides extremely efficient heat transfer, resulting in reduced fuel costs.

Key to the effectiveness of out ENCON Thermal Evaporators is the Mist Eliminator. This feature captures unwanted contaminants before exhausting, thus enabling you to comply with today's stringent emissions regulations (evaporation) or to return high quality water to your process (distillation).

Put Our Engineering and Regulatory Expertise to Work for You

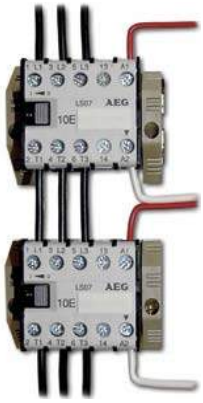
ENCON Evaporators provides the following services relative to evaporation/distillation projects:

- Free wastewater qualification analysis to ensure application feasibility
- Regulatory compliance and paperwork
- System design and compliance for hazardous waste applications
- PLC programming to optimize system automation
- Closed loop recycling evaluation and analysis

High Quality Components and Superior Design

PLC Control Panel

NEMA 4 PLC control panel with touch screen OIT provides readout of wastewater and heated air temperatures, mist pad pressure, plus alarm and operating conditions for maximum operator feedback. The OIT also includes a built-in cycle timer.



Built-in Ethernet Port

Every control panel has a built-in ethernet connection, which allows for easy remote program modifications and/or troubleshooting of the system by ENCON personnel.

Redundant Burner Contactors

Each burner has a duty contactor and a redundant contactor. This design ensures maximum safety by opening the redundant contactor in the event the duty contactor should fail electrically or mechanically.

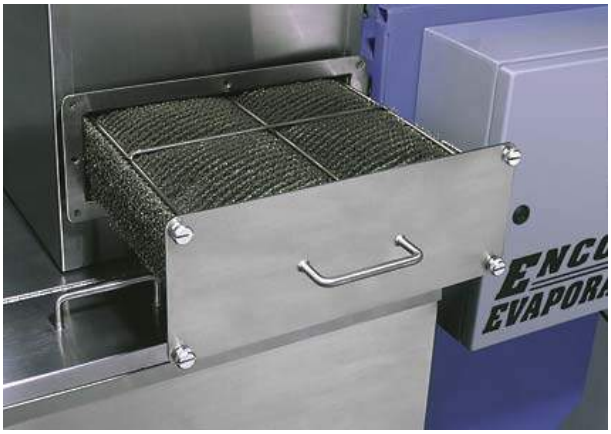
Level Sensing

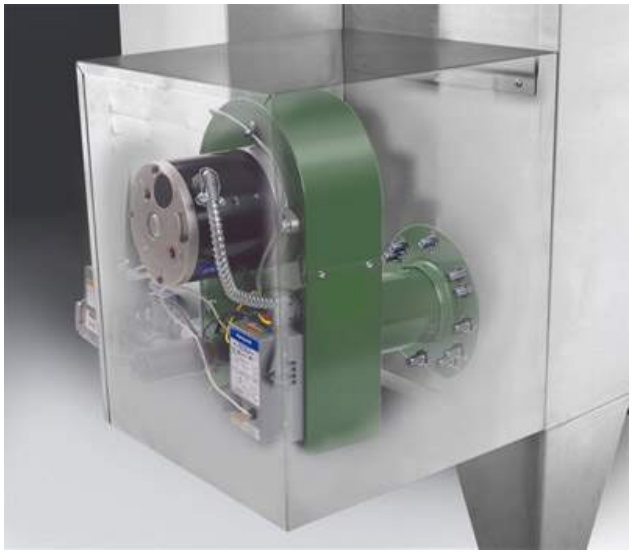
Tuning fork level probes provide reliable auto-filling and shutdown operations even in conditions of severe foam. The durable level probes are made of stainless steel for excellent corrosion resistance. Hastelloy level probes are available for highly corrosive applications.

Result in Excellent Long Term Performance!!!

Mist Eliminator System

The stainless mesh filter is designed for easy removal from its compression fit housing. The system is monitored for contaminant loading and airflow, which is interlaced to the control panel for maximum operator feedback.





Forced Draft Burner

Each fuel heated system consists of a burner with: Honeywell controls; pressure gauge and gas volume meter for monitoring gas inlet conditions; airflow detection and lockout; spark ignition; redundant main valve and burner contactors for maximum safety. FM gas trains and gas flow transmitters are standard on larger systems. The stainless steel burner protection shroud is mounted on a track hanger for ease of removal and reattachment. Natural gas, Propane, Dual Fuel, Oil, Diesel, Waste Oil and Low NO_x burners are available.

Blower System

1725 RPM, TEFC Motor with Class B Insulation rated for high temperatures. Extremely quiet operation and as much as three times the longevity of 3450 RPM motors. Heavy gauge aluminum blower provides durability and longevity.

Cleanout Flange

Large six inch cleanout with flange cover and a 1 ½" NPT fitting for pump connection and ease of residue removal.

Before purchasing an evaporation or distillation system, challenge the vendor to explain their mist eliminator design.

Over the years, evaporators have been notorious for exhausting contaminants, which can be detrimental to the environment. Effective mist capturing systems must have the following features in order to pass the ever tightening federal and state environmental regulations:

- Compression fit mist pad to capture entrained contaminants
- Mist pad rated to 10 microns or less to capture even the smallest droplets
- Stainless steel mist pad and housing to ensure long term integrity and aesthetics
- Adequate buffer zone between the water level and mist pad, to allow fallback of the contaminants
- Monitoring of mist pad loading to ensure consistent airflow and evaporation rates
- Easy removal of the mist pad to minimize manpower requirements

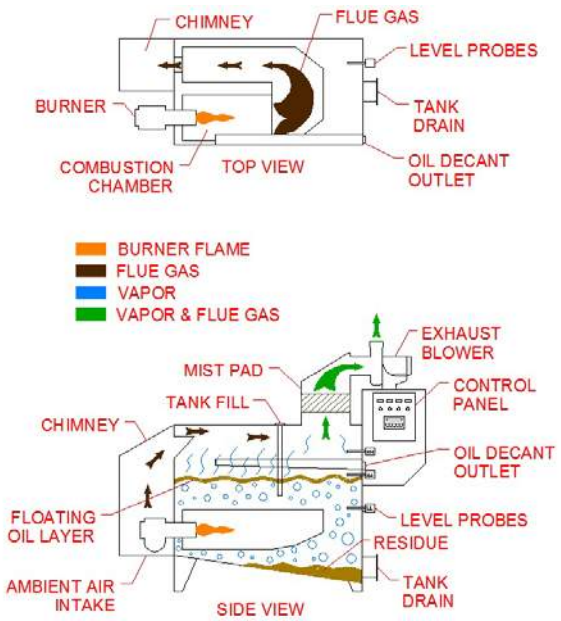
Typical Operation

1. Wastewater is either pumped or gravity fed into the system through a 1" NPT fitting on lid.
2. When the wastewater being fed into the evaporator has covered the low level probe for thirty seconds, the heat source will be enabled. Wastewater will continue to feed until it reaches the auto level probe.
3. The burner(s) fire into the combustion chamber and the hot gases travel past the vertical tubes inside the heat exchanger until they reach the insulated chimney outside the evaporator tank (see Exhaust Scenarios).
4. The wastewater is heated to boiling and is driven off as clean water vapor.
5. As the water vapor is driven off, the liquid level will gradually fall below the auto level probe. After a set time period, the system will refill itself up to the auto level probe.
6. This process will continue until either the water reaches the high temperature set point or the cycle timer counts down to zero.

We Encourage You to Speak to Our Valued Clients about the ENCON Systems and Our Superior Customer Service

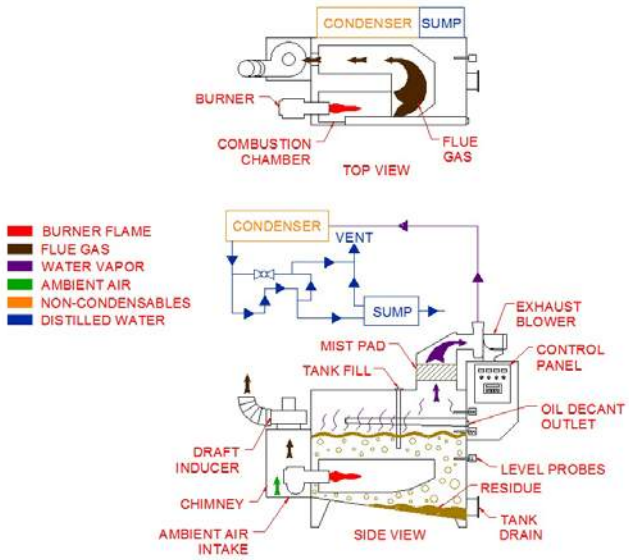
Exhaust Scenarios

Evaporation System



The flue gases are pulled back into the evaporator, mixed with the ambient air and drawn across the surface of the boiling water. The exhaust blower pulls the combined steam and gases through the mist eliminator and pushes them up through the stack and outside the building.

Distillation System



The flue gases are not pulled back into the evaporator. Instead, they are vented separately up their own stack. The recirculation blower pulled the steam through the mist eliminator and pushed it through the condenser. The clean water is directed to a sump and the dehumidified air is returned to the system.

ENCON Evaporators
1368 Hooksett Rd, Unit 9 • Hooksett, NH 03106 USA
T 603-624-5110 • F 603-627-9520
www.evaporator.com • sales@evaporator.com

1368 Hooksett Rd
Unit 9
Hooksett, NH 03106
USA

SYSTEM & SERVICES PROPOSAL

Prepared For:
Paul's Boutique Nursery LLC
Mr. Shaw Dwight
8 Crimson Drive, Suite #3
Windham, ME 04062

Your Sales Engineer:
Mike Fregeau
mikefregeau@evaporator.com
P: (323) 457-3567

Quote Number:	043520A
Date:	August 27, 2020
Shipment:	12-16 Weeks ARO & 1st Deposit
F.O.B.:	Factory
Warranty:	2 Year - Parts & Workmanship
Validity:	Pricing Good for 30 Days

EQUIPMENT

ITEM	QTY	PRICE	TOTAL
ENCON N33V4-10 EVAPORATOR (10 GPH, 316L SS)	**1**	**$25,495**	**$25,495**

Price Includes:

- *UL Listed Nema 4 PLC Control Panel with ethernet connection to allow for remote access by ENCON Evaporators Service Engineers, digital & analog expansion capability, integration to other systems through Modbus TCP/IP and the capability for remote access through web browser, Android and iPhone applications.*
- *Large 7" touch panel display features an intuitive HMI that offers a clear overview of evaporator state, alarm management, datalogging, trend screens and multi-language support.*
- *HMI monitoring of air temperature, water temperature, fan proving switch.*
- *Natural Gas/Propane Fired Burner w/Gas Volume Meter, Pressure Gauge, and Regulator.*
- *Auto-Fill Level Controls: low level, auto-run level, and redundant high level shut-off.*
- *Safety Shutdowns: high liquid temperature, fan proving switch, low level, high chimney temperature, level probe diagnostic condition verification.*
- *Alloy/Stainless Steel Construction: SS316L Tank and Heat Exchanger, SS304 Skins and Lid.*
- *SS316L Compression Fit Mist Eliminator – Monitored and Interfaced to the Control Panel.*
- *Oil Overflow Weir and Outlet.*
- *6" Flanged Cleanout with 1.5" NPT fitting for optional Residue Removal Pump.*

ACCESSORIES/ OPTIONAL SERVICES

ITEM	ACCESSORY/SERVICE	QTY	PRICE	TOTAL
A	Digital Combustion Analysis Kit Digital combustion flue gas analyzer. Capable of providing readings on CO, CO2, O2, pressure and temperature of flue gases. Includes analyzer, sampling probe, filter/water trap, battery charger and carrying case.	1	$995	$995
H	2500 Gallon HDPE Cone Bottom Feed Holding Tank HDPE Cone Bottom Holding Tank with Integrated Stand and (3) 1" Bulkhead Fittings - 2500 Gallon Capacity (95" Dia x 114" High) Note: Holding tank drop ships direct from supplier	1	$4,595	$4,595

I	Holding Tank Low Level Shut-off The holding tank low level float switch is used when feeding the evaporator with a pump. Its purpose is to shutoff the feed pump should the level fall too low in the feed tank/sump. This prevents dry running the feed pump.	1	$355	$355
J	Air Actuated Feed Isolation Valve The feed isolation valve is designed to prevent the wastewater from siphoning into the evaporator should the holding tank level exceed the evaporator inlet. The feed isolation valve is a 1" FNPT, air actuated ball valve with brass body and SS ball	1	$595	$595
K	Feed Pump (Air Diaphragm – P1 Poly) Air Diaphragm Pumps are designed to transfer the wastewater from a holding tank/sump to the evaporator. Model P1 Poly, 1/2" FNPT inlet/outlet, 4-14 gallons/minute, with polypropylene housing, composite diaphragm, air filter/regulator, needle valve, air solenoid and pressure gauge. **See Sales Engineer for Pricing on Upgrade to Pre-Assembled Feed Pump Station**	1	$995	$995
O	Auto-Dump / Auto-Restart This upgrade is designed to automate the emptying of the evaporator to a customer supplied residue holding tank and to allow the evaporator to restart upon completion. This option includes evaporator tank 316ss empty level probe, electrically actuated ball valve on the evaporator outlet and a 316ss high temperature level probe (shipped loose) for the residue holding tank. This option may require a decant/residue pump that is sold separately. (see Option Q or R)	1	$3,395	$3,395
Q	Residue Pump (Air Diaphragm – P2SS) Residue pumps are designed to transfer the residue to a holding tank/sump from the evaporator. Model P2SS Air Diaphragm pump with composite diaphragm, air filter/regulator, needle valve, air solenoid and pressure gauge. Stainless steel housing, 1" FNPT inlet, ¾"FNPT outlet, 5-30 gallons/minute **See Sales Engineer for Pricing on Upgrade to Pre-Assembled Residue Pump Station**	1	$2,795	$2,795
RA	304SS Residue Tank – 350 Gallon Capacity 350 Gallon 304ss residue holding tank with sloped bottom (sloped to drain) with 2" bottom drain and 316ss ball valve. Four legs providing 5" of clearance and lifting lugs on top of tank. 3" vent cap, 2" fill bung, and high-level probe pre-installed in top. Dimensions: 42" L x 48" W x 47" H. NOTE: This tank is not insulated. ENCON recommends taking precautions to prevent inadvertent contact such as by installing a guard or insulation wrap.	1	$4,995	$4,995
S	Anti-Foam Dosing System (AFS 1) This upgrade is designed to automate the addition of anti-foam into the feed stream entering the evaporator in a compact, turnkey system. This upgrade is used for those waste streams that have a high tendency to foam. This option includes a high viscosity electronic metering pump, back pressure regulator, foot valve and calibration column, all pre-assembled and mounted on a platform for "plug & play" installation. Customer will need to provide the anti-foam container. Suitable for ENCON P1 pump (4-14gpm) with anti-foam doses of 60ppm or higher.	1	$2,295	$2,295
SS	Foam Detection Probe This upgrade is designed to detect foam within the evaporator during operation. If foam is detected, the system will attempt to dissipate the foam by reducing the number of heaters running on multiple heater units. If foam cannot be controlled, unit will shut down and activate an alarm.	1	$995	$995

S10	Spare Parts Package (10 GPH) The Tier 1 spare parts package includes common spares such as: spare gaskets for heat exchanger and cleanout flanges, mist pad, two (2) level probes, thermocouple and thermowell, and digital temperature transmitter. For a more comprehensive list of additional available spare parts, contact your Sales Engineer to review Tier 2 and Tier 3 options.	1	$2,195	$2,195
VS	Double-Wall SS Exhaust Stack w/ Zero Restriction Rain Shield This is a double-wall stainless steel stack for ventilation of the water vapor and flue gasses. 4" OD x X' length. Includes zero restriction rain shield, mounting hardware, firestop w/support, flashing, and storm collar. Note: the stack must be mounted and secured to facility support structure according to local codes.	1	QUOTE	QUOTE
X	Air Permit Exemption Paperwork This option takes the results from a customer supplied EPA-8260 analysis (Volatile Organic Compounds) and processes the results against federal and state guidelines. Submittal paperwork for air permit exemption is then provided to the customer assuming all guidelines are met.	1	$1,195	$1,195
Y	Service Visit (per 8 hour day plus travel expenses) This option is a per day rate for an 8 hour, on site visit for startup, service or training support. This rate will also apply for travel days to and from the customer facility. In addition to service visit and travel charges, the customer is also responsible for travel expenses.	1	$1000/day	$1000/day
FD	ENCON Foam-Away HT-50 SE in 5 gallon pail Antifoam containing a custom blend of copolymer silicones with 50% solids that is self emulsifying. Formulated for high temperature evaporation applications. ENCON Foam-Away HT-50 SE in 5 gallon pail. 40lbs. Drop ships from 03235.	1	$395	$395

PAYMENT TERMS

- 45% Down Payment with Purchase Order
- 45% Due Before Shipment
- Balance Net 30 from Delivery
- Down payment MUST be received within 2 weeks of order placement to maintain position in production schedule
- Past Due Accounts are Subject to a 1.5% Monthly Charge
- A 45% restocking fee will be charged for canceled orders

ENCON EVAPORATORS STANDARD TERMS & CONDITIONS

The following Standard Terms and Conditions form a part of the attached quotation unless otherwise specified. Seller or "our" refers to PSI Water Systems, Inc., d/b/a ENCON Evaporators. Buyer refers to the company to which the quotation is addressed.

1. ACCEPTANCE OF PROPOSAL: Buyer's order must be signed by a duly authorized agent and is to be constituted as an acceptance of this proposal. Unless otherwise noted in writing, any contract resulting from Buyer's acceptance will be governed by these terms and conditions. These terms and conditions are intended by the parties to be the final expression of their agreement with respect to the terms of their transaction. Acceptance of the Buyer's order is not to be construed as our acceptance of a counter offer. All orders are subject to final acceptance by the Seller. Unless otherwise noted in writing, these Terms and Conditions contain the complete and exclusive agreement between the parties, and supersede any and all prior course of dealing, course of performance or usage of trade or oral or written agreements.

2. TAXES: Unless otherwise noted in writing, all taxes, customs fees, or other such costs are to be paid by the Buyer directly to the government authority imposing the same. If said transaction is exempt from sales and/or use tax, Buyer shall provide Seller with a statement of such exemption.

3. SHIPMENT AND DELIVERY: All shipments are to be made F.O.B. Seller's plant in Hooksett, New Hampshire unless otherwise stated. Costs of shipping and insurance during transit shall be borne by Buyer. Costs incurred by Seller for shipments that require special crating, rigging, and handling of equipment shall be invoiced to the Buyer. Risk of loss or damage shall pass from Seller to Buyer upon Seller's delivery of goods to the freight carrier. Claims for breakage and damage should be made to the carrier. All shipment, delivery and installation dates (if Seller assumed installation responsibility in this quotation) are approximate only. Seller will make every effort to fill orders within the time stated, but under no circumstances will Seller be responsible for, or Buyer entitled to, any damages arising out of or owing to any delays in shipment, delivery, erection, or installation regardless of cause.

4. CREDIT: Unless stated otherwise on the quotation, standard North American terms are 45% down payment with purchase order, 45% due prior to shipment, balance Net 30. Standard International shipment terms are 45% down payment with purchase order, 45% due prior to shipment, balance Net 30 with confirmed letter of credit. Letter of credit expenses paid by Buyer. All credit terms are subject to prior credit approval. Buyer will pay all costs of collection incurred by Seller. Buyer agrees to pay 1.5% monthly charge for past due balances as well as any expenses, attorney fees, and court costs which Seller incurs by reason of Buyer's default.

5. DOWN PAYMENT: Down payment must be received within 2 weeks of order to maintain position in production schedule.

6. CANCELLATION: Orders canceled by the Buyer will be subject to a restocking fee that is 45% of the total purchase order value. The Seller shall have the absolute right to cancel and refuse to complete this order: (a) if at any time all terms and conditions governing this order (including any requirements of progress payments) are not strictly complied with by the Buyer, or (b) if at any time the Buyer becomes bankrupt or insolvent. In the event of such cancellations, the Seller shall have the right to charge for the Seller's actual cost for work completed up to cancellation plus fifteen percent (15%).

7. WARRANTY: Seller warrants the equipment covered by this proposal according to the terms set forth in its standard Limited Warranty. All other warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, are expressly disclaimed.

8. GENERAL TERMS AND CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other amendment unless approved in writing by Seller's duly authorized agent. All quotations and agreements and performance by Seller are subject to strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by Seller before final acceptance. Typographical and stenographic errors are subject to correction. Buyer assumes liability for patent and copyright infringement when goods are made to Buyer's specifications. Conditions not specifically stated herein shall be governed by established trade customs. This agreement shall be a New Hampshire contract and shall be interpreted and administered for all purposes under the laws of New Hampshire. Buyer irrevocably submits to the jurisdiction of state and federal courts in the State of New Hampshire for litigation involving this transaction. Unless otherwise noted in a written document signed by the Buyer and Seller, TERMS INCONSISTENT WITH THOSE STATED HEREIN WHICH MAY APPEAR ON BUYER'S PURCHASE ORDER OR OTHER FORM WILL NOT BE BINDING ON THE SELLER.

ENCON EVAPORATORS LIMITED WARRANTY

For Natural Gas, Propane, Oil and Steam Heated Thermal Evaporators

I. PRODUCT WARRANTY

PSI Water Systems, Inc. d/b/a ENCON Evaporators, a New Hampshire Corporation ("ENCON") located at 1368 Hooksett Road, Unit #9, Hooksett, NH 03106 warrants to its original customer for the ENCON Thermal Wastewater Evaporator with a model number beginning with NG, P, O or S, such evaporator and the accessories and options supplied by ENCON associated with such evaporator ("Products") against defects in material and workmanship for a period of two (2) years, (730 days) from the date of shipment, under normal use and service, when used and maintained in accordance with the "ENCON Installation and Operation Manual", and when operated only with the particular waste stream(s) approved in writing by ENCON as defined with recommendations in the "ENCON Boil Analysis Letter" (Boil Test Report) provided by ENCON for this site-specific application and included in the "ENCON Installation and Operation Manual" supplied with the evaporator. This warranty is not transferable. The Customer's sole and exclusive remedy for breach of this warranty is that upon ENCON confirming that such Product is defective, it shall: repair or replace, at the sole option of ENCON, any of the Product components which fail during the warranty period because of a defect in workmanship or material (provided that the Customer has promptly reported the failure in writing and returned such Product component, freight prepaid, to ENCON). ENCON will, upon replacement or repair, return such repaired or replaced Product components to the Customer freight collect. All assembly, disassembly, packing, unpacking or installation of such failed or replaced Product components at the Customer's site shall be at the Customer's expense. All Products returned pursuant to this section must be first authorized by ENCON and are to be packaged and shipped in accordance with the instructions received and protected from further damage, and must he accompanied by; (1) the return authorization number assigned, (2) the date of installation, and (3) a written statement that the Product is being returned for repair or replacement under warranty describing the failure. In no event shall ENCON's liability to the Customer, regardless of the reason, exceed the purchase price of the warrantied Product. THIS IS THE ONLY WARRANTY MADE BY ENCON AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

II. LIMITATIONS

The above warranties are extended only to the original Customer. The warranties will be voided by and will not apply to: (i) any failure caused by accident, unusual physical, liquid, chemical, gas, electrical or electromagnetic stress, or abuse, neglect, misuse or fluctuations in electrical power beyond ENCON's specifications; (ii) any failure caused by installation, alteration or repair of the Products in any manner not in strict conformity with the terms of any manual or written recommendations concerning the Products furnished to the Customer by ENCON; or (iii) any Products upon which the original identification marks have been removed or altered. Customer bears the risk of loss or damage during shipment.

III. DISCLAIMER AND LIMITATION OF LIABILITY

In no event shall ENCON be liable for: (a) incidental, exemplary, indirect, special, punitive or consequential damages, or (b) any damages whatsoever resulting from loss, death, personal injury, property damage or lost profits arising out of or in conjunction with this agreement or the use or performance of the Products, whether in an action of contract or tort, including, but not limited to, negligence or strict liability. (c) ENCON's liability shall be limited as herein before set forth in the "Product Warranty" section. This Limited Warranty is governed by the laws of the State of New Hampshire.

ENCON EVAPORATORS
ENERGY CONSCIOUS INNOVATION

Innovating Since 1993

Heat Source:	Natural Gas	Evaporation Rate:	10 GPH

NxxV4-10

THERMAL EVAPORATOR

NxxV4-10
ENCON THERMAL EVAPORATOR

- Handles Different Wastewater Streams Simultaneously
- Easy to install and operate
- Dramatically Reduces Disposal Volume and Cost

ENCON Thermal Evaporators and Distillation Systems are engineered to provide you with an effective and economical method of wastewater minimization. All ENCON systems are assembled with the highest quality components, ensuring years of trouble free operation.

Available in a wide range of standard capacities, 8 to 400 gallons per hour, these systems have a compact footprint and can exhaust clean vapor to atmosphere or capture clean condensate with an optional condenser.

The V4 integrated control and monitoring system offers control of every aspect of the evaporation process and features a 7” widescreen touch panel. The mist eliminator captures unwanted contaminants before exhausting, thus enabling you to comply with today’s stringent emissions regulations.

Model Number Nomenclature

N Heat source, in this case Natural Gas

x Tank material of construction. Standard is 316ss. Higher alloys available.

x Heat exchanger material of construction. Standard is 316ss. Higher alloys available.

V4 System controls, in this case Koyo Click PLC & Automation Direct C-more HMI

-

10 System evaporation rate based on tap water, in this case 10 GPH

MADE IN THE USA

1368 Hooksett Road, Unit 9
Hooksett, NH 03106 USA
Tel: (603) 624-5110
Fax: (603) 627-9520
Email: sales@evaporator.com

NxxV4-10 SPECIFICATIONS

PHYSICAL	EVAPORATION UNIT	CONDENSER UNIT
System Dimensions (L x W xH):	68" x 28" x 72"	108" x 58" x 92
System weight (empty):	650 lb	910 lb
Crated dimensions (L x W x H):	72" x 38" x 80	118" x 62" x 92
Crated system weight:	1300 lb	1500 lb
Condenser size:	N/A	4"ø x 12"L
Cooling water inlet/outlet diameter:	N/A	1-1/2" FNPT
Draft inducer outlet diameter:	N/A	8"
Draft inducer:	N/A	0.33 HP, 1725 RPM
Exhaust blower outlet diameter:	4"	
Exhaust stack diameter:	4"	
Exhaust blower:	200 CFM, 1/2 HP, 1725 RPM	
Evaporator feed connection:	1" FNPT	
Evaporator residue connection:	4" Flanged Cap with 1-1/2" FNPT coupling	
Heat exchanger:	Elevated with Cylindrical Firing Chamber	
Tank capacity:	40 gallons @ Low Level, 55 gallons @ Auto Level, 65 gallons @ High Level	
Evaporation capacity:	10 Gallons/Hour, 240 Gallons/Day, 1680 Gallons/Week, 87600 Gallons/Year	

UTILITIES	EVAPORATION UNIT	CONDENSER UNIT
Cooling water:	N/A	13 GPM @ 90 °F (6 RT)
Burner type:	Direct spark ignition. Units 96gph and larger include FM gas train.	
Total system throughput:	118,750 Btu/hr	
Gas supply pressure required:	7-14" of Natural Gas	
Gas connection:	3/4" FNPT	
Electrical requirements:	110 VAC, 1 PH, 60 Hz, 15.8 FLA	

FABRICATION	316SS VERSION	6& MOLY VERSION	HASTELLOY VERSION
Tank:	316L Stainless Steel, 14 ga	6% Molybdenum, 14 ga	Hastelloy, 14 ga
Heat exchanger:	316L Stainless Steel, 11 ga	6% Molybdenum, 11 ga	Hastelloy, 11 ga
Mist eliminator pad:	316L Stainless Steel		
Skins and lids:	Polished 304 Stainless Steel, 18 ga		
Insulation:	All 6 sides rated to 450F, R = 4.3		

CONTROLS	ALL UNITS
Burner controller:	Honeywell with Spark Ignition, loss of airflow shutdown
Temperature controls:	Type J Thermocouples with 4-20 mA analog input Monitoring of liquid and heater temperature
Control inputs:	Frequency Shift Level Probes and Exhaust Fan Proving Switch Redundant Low Level Shut-off
Remote connection:	Ethernet port for direct connection by ENCON Engineers
Control panel:	UL Listed, NEMA 4, PLC Control Panel 7" widescreen touch panel Human Machine Interface (HMI) Main power selector switch and indicator lights for main power, heater(s) and alarms Full data logging, alarm management, and trend screens

QUALITY	ALL UNITS
Pressure test:	Pressure leak test performed on every heat exchanger
Leak test:	Dye penetrant test performed on tank welds
I/O simulation:	All I/O and controls are fully tested to insure accuracy/functionality
Combustion Analysis:	Test for excess oxygen and gas exit temperature
Warranty:	Two years for parts and workmanship issues

1368 Hooksett Road, Unit 9
Hooksett, NH 03106 USA
Tel: (603) 624-5110
Fax: (603) 627-9520
Email: sales@evaporator.com

Process Description of Natural Gas ENCON Evaporator

1.Wastewater is collected in a holding tank, sump or pit upstream of the evaporator.

2.Water is either pumped or gravity fed into the evaporator through a 1” NPT fitting on lid.

3.The evaporator is equipped, as standard, with three level probes:
a)The Low Level Probe acts as a safety.
b)The Auto Level Probe controls water level in tank and the burner(s) operation (on/off) when in Auto Run Mode.
c)The High Level Probe acts a redundancy to the auto level.

4.Upon initiation of Auto Run Mode, wastewater water will flow into the evaporator tank. The wastewater feed will stop and the burner(s) will light when the Auto Level Probe is covered.

5.Once the fluid comes to a boil and the evaporation process begins, the liquid level in the evaporator will begin to fall. The feed/refill sequence will activate a set amount of time after the Auto Level Probe is uncovered. When the feed cycle is initiated, fresh wastewater will be fed into the evaporator until the fluid reaches the Auto Level Probe.

6.When activated, the burner(s) will fire into the combustion area of the heat exchanger. The hot gases travel around the vertical tubes inside the heat exchanger until they reach the insulated chimney outside the evaporator tank. There are two ways the flue gases and water vapor may be vented:

a) If the customer has chosen an Evaporation Unit (vent to atmosphere), the hot gases are pulled back into the Evaporator above the liquid level and drawn across the water’s surface by the exhaust blower. The exhaust blower pulls the combined water vapor and flue gases through the mist eliminator and pushes them through the stack to the outside of your building.

b) If the customer has chosen the “closed loop” Distillation Unit (condenser package), the hot gases are not pulled back into the Evaporator. Instead, the flue gases are vented separately up their own exhaust stack. The blower pulls only the water vapor through the mist eliminator and pushes it through the connection from the blower exhaust to the inlet side of the condenser, which is horizontally mounted, on the backside of the evaporator tank. The water leaving the condenser is separated from the air stream and directed to an automated condensate sump while the air stream is returned to the evaporator.

7.As long as there is wastewater available to the evaporator, this process will continue until either the fluid temperature reaches the target endpoint temperature or the cycle timer counts down to zero. If the feed tank level probe detects a low level condition, the evaporator will de-energize the heaters and wait for the feed tank level to recover.

8.The concentrated fluid is purged from the evaporator, after which a new evaporation cycle may commence.

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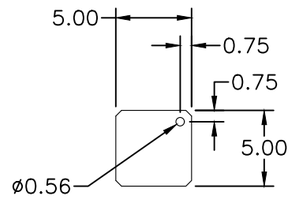
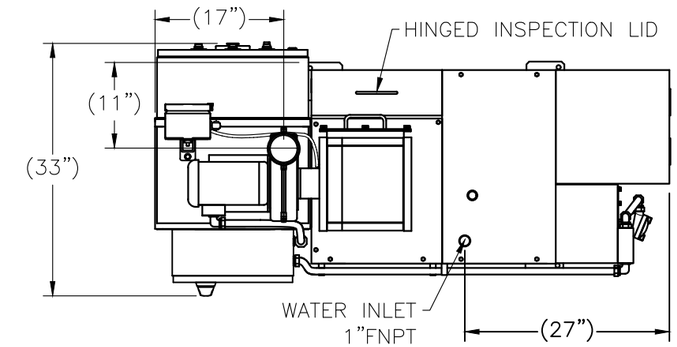
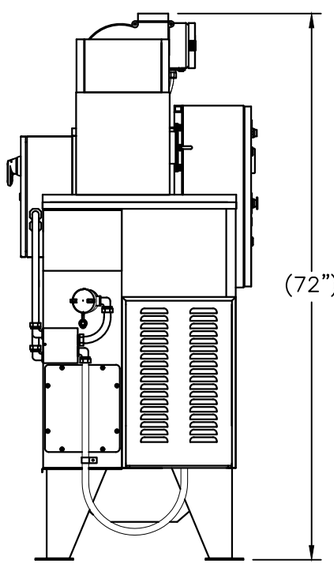
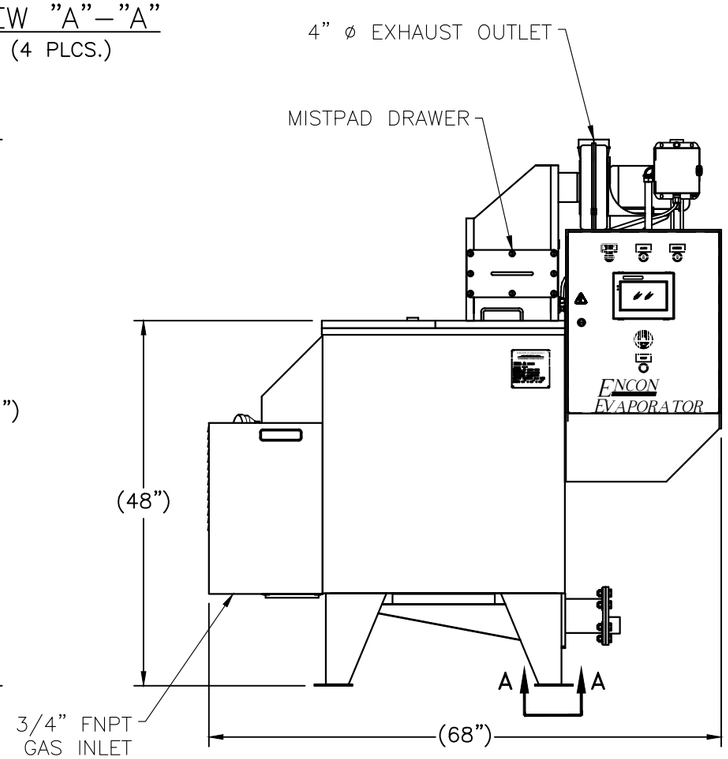
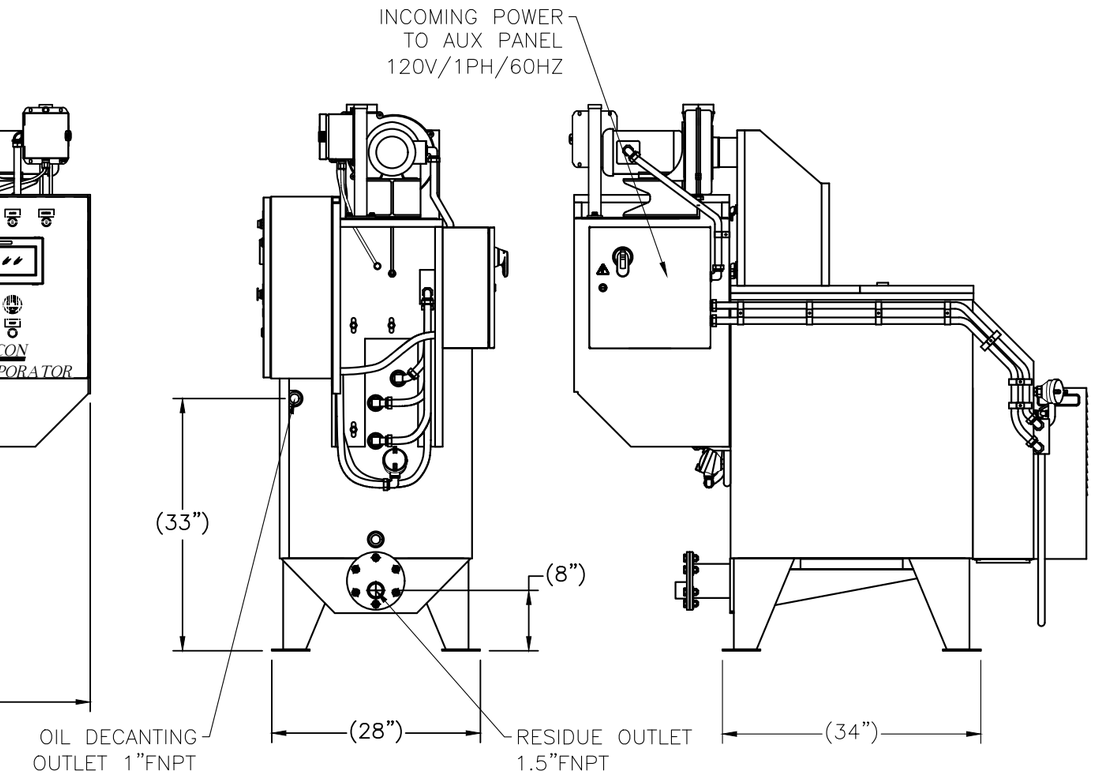


VIEW "A"–"A"
(4 PLCS.)









NOTES:
1. ALL DIMENSIONS ARE IN INCHES.

APPROVED	RET	7/27/17

ENCON Evaporators

1368 HOOKSETT ROAD, UNIT #9
HOOKSETT, N.H. 03106

CONFIDENTIAL

THIS DRAWING IS SENT TO YOU SUBJECT TO RETURN UPON DEMAND, AND WITH THE UNDERSTANDING THAT IT IS NOT TO BE USED IN ANY WAY DETRIMENTAL TO OUR INTERESTS. ALL RIGHTS OF DESIGN OR INVENTION ARE RESERVED.

PART NAME: NPxx–10 & WOxx–12 EVAPORATION UNIT DIMENSIONAL LAYOUT

PART NUMBER:	REV	SCALE	SHEET
3008098	–	1:20	1 OF 1

UNLESS OTHERWISE SPECIFIED:
X.XXXX = ±.0005 X.XXX = ±.005
X.XX = ±.015 X.X = ±.030
DRESS AND DEBURR ALL SHARP CORNERS AND EDGES

MACHINED FINISHES = .250
∠ = 0° – 30'
THREADS = CLASS 2 UNIFIED SERIES

DO NOT SCALE DRAWING | FORMAT A

ENCON EVAPORATORS
ENERGY CONSCIOUS INNOVATION

PARTIAL LIST OF ENCON USERS

Alcoa
Alfa Laval
Allied Signal
B/E Aerospace
Bay Area Rapid Transit (BART)
Bayer Crop Science
Baker Oil Tools
Baldor Electric Motors
Banner Services
Becton Dickinson
BNSF Railway
Boeing
Bosch
CERN
Chromalloy
Chrysler
Colt Manufacturing
Consolidated Metco
Delphi Automotive
Duncan Aviation
Dupont
Eaton
Emerson Electric
Exelon
Federal Mogul
Fermilab
FlowServe
Flucor
Ford Automotive
Franke
Franklin Electric
Galam – Israel
General Electric (US & Mexico)
George Weston Foods (Don KRC)
Georgia Pacific
Goodrich
Hamilton Beach – Proctor Silex
Helena Industries
Henkel
Honeywell
IESI – Timber Ridge Landfill
International Paper
Jabil
JTEKT Automotive
Kestrel – SC Landfill
Kohler
Lawrence Livermore Nat'l Labs (US & Libya)
Leighton Contractors - Malaysia
Lisi Aerospace
Los Alamos National Labs
Louisiana Spirits
M. J. Maillis – Greece
Minsa
Moen
Monsanto
Morton Mfg.
National Oilwell Varco
Navistar
Norton
Parker Hannifin
PCC
Pentair
Pepsi Co.
Pratt & Whitney
Raytheon Missile Systems
Saint Gobain
Sanden International
Savannah River Project
Stanadyne Automotive Systems
Stone Hill Contractors
TE Connectivity
Textron Turbine
TRW Automotive Systems
US Army Corps of Engineers
US Navy
Valmont Industries
Waste Management – PA Landfill
ZEP Inc.

ENCON

ENERGY CONSCIOUS INNOVATION

PERMITTING FOR EVAPORATORS

1) AIR QUALITY PERMITTING/EXEMPTION

To proceed with Air Quality permitting, virtually every state or local office requires that the fluid be analyzed for air pollutants – primarily **Volatile Organic Compounds** (V.O.C.s).

An EPA 8260 analysis provides a breakdown on the volume and characteristics of the V.O.C.s present in the effluent. Any local EPA approved lab can perform this procedure.

In most areas, there are low limits of V.O.C.s that may be emitted and the installation exempted. If the lab results come back below the allowable limits or non-detectable, an exemption should be granted. If a permit is required, we can assist. Charges will vary depending upon the nature and extent of the permitting process.

2) RCRA/TSDF PERMITTING/EXEMPTION

(Resource Conservation and Recovery Act/Treatment, Storage, Disposal Facility)

If a waste is considered hazardous by **RCRA** standards, then Federal Law states that any change to the volume or characteristic of the fluid is considered "treatment".

Before proceeding, it must be determined if the waste is hazardous. A waste is considered hazardous if its constituents appear on the list of hazardous wastes contained in the **RCRA** regulations (40 CFR Part 261) or on a state's list of regulated substances in amounts exceeding the limits on either list. If a waste does not appear on this list, it may still be considered hazardous if it has one or more of the following characteristics: Ignitability, Corrosivity, Reactivity and/or Toxicity. If necessary, a local EPA approved lab may provide an analysis to ascertain this information.

If a waste is found to be non-hazardous/non-regulated, then a **TSDF** permit is **NOT** required.

If the waste is found to be hazardous/regulated, there are several ways the user **may claim exemption**. For example, the system may be totally enclosed and a portion of the waste stream (concentrate or water) recovered for reuse in the facility, the evaporator may be hard plumbed to the waste stream process, etc.

NOTE: *The above information is provided on a general basis. Each and every location will vary and should be evaluated on a case-by-case basis.*

ENCON EVAPORATORS*1368 HOOKSETT ROAD, UNIT #9*HOOKSETT, NH 03106*603/624-5110*603/627-9520fax
WESTERN REGIONAL SALES OFFICE*949/709-5732*949/709-5753fax

TSDF PERMITTING

RCRA GUIDELINE OR 4 CHARACTERISTICS

EFFLUENT

↓

----------HAZARDOUS----------

↓ ↓

YES **NO**

↓ ↓

↓ ↓ ↓

SEEK EXEMPTION | **APPLY FOR PERMIT** | **NO PERMIT REQUIRED**

AIR QUALITY PERMITTING

EPA 8260 ANALYSIS

EFFLUENT

↓

CONTAINS V.O.C.s/AIR CONTAMINANTS

↓

↓ ↓

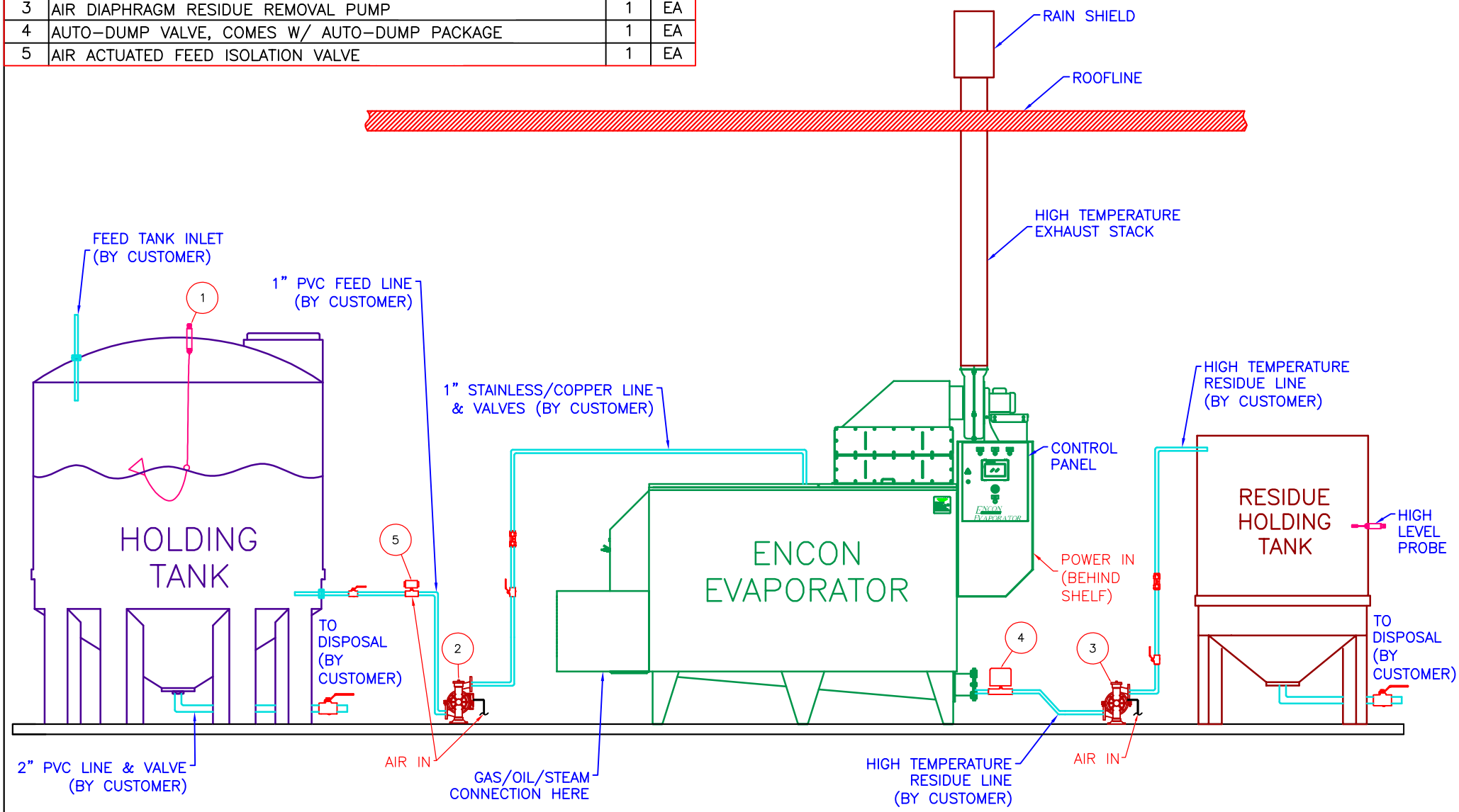
YES **NO**

↓ ↓

↓ ↓ ↓ ↓

SEEKS PERMIT | **PRETREATMENT OF FLUID** | **SEEKS EXEMPTION** | **SEEKS EXEMPTION**

Parts List			
Item	Description	Qty	UOM
1	HOLDING TANK LOW LEVEL SHUTOFF	1	EA
2	AIR DIAPHRAGM FEED PUMP	1	EA
3	AIR DIAPHRAGM RESIDUE REMOVAL PUMP	1	EA
4	AUTO-DUMP VALVE, COMES W/ AUTO-DUMP PACKAGE	1	EA
5	AIR ACTUATED FEED ISOLATION VALVE	1	EA



NOTES:
1. ITEMS LABELED AS OPTIONAL CAN BE SUPPLIED BY ENCON.
2. FOR GAS FIRED UNITS: GAS METER INSTALLATION IS MANDATORY. THE GAS METER INLET PRESSURE MUST NOT EXCEED 14" W.C.
3. FOR GAS FIRED UNITS: A MAIN LINE GAS REGULATOR IS MANDATORY (BY CUSTOMER) IF THE MAIN LINE PRESSURE EXCEEDS 14" W.C.
4. INSTALLATION SHOWN IS TYPICAL. ACTUAL INSTALLATION MAY VARY.

APPROVED	MDC	8/16/17

ENCON Evaporators

CONFIDENTIAL

PART NAME: LAYOUT, ENCON THERMAL EVAPORATOR, TIER 3			
PART NUMBER: 3008155-3	REV A	SCALE NTS	SHEET 1 OF 1

DO NOT SCALE DRAWING | FORMAT A

Exhibit 9

Lighting

Exhibit 9: Lighting Information

Lighting fixture cut sheet and a professionally prepared photometrics plan are included in this section. The applicant will use wall mounted fixtures only that are in compliance with local standards, as required.

Date: Oct 27, 2020

Swaney Lighting
PO Box 1597
Scarborough ME 04070
Phone:
Fax:

Job Name
QUARRY RIDGE BUSINESS PARK
SLA20-46780
ME

Bid Date
Oct 26, 2020

Submittal Date
Oct 27, 2020

Transmittal

Swaney Lighting
PO Box 1597
Scarborough ME 04070
Phone:
From: Therese "TC" Freeman X-103

Project **QUARRY RIDGE BUSINESS PARK**
Quote# SLA20-46780
Location ME
To SWANEY LIGHTING
15 PLEASANT HILL ROAD
SCARBOROUGH ME 04074
Contact: WANDA RICHARD

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

- ☐ Drawings
- ☐ Prints
- ☐ Plans
- ☐ Specifications
- ☐ Information
- ☒ Submittals

Other:

THESE ARE TRANSMITTED FOR:

- ☐ Prior Approval
- ☒ Approval
- ☐ Approval as Submitted
- ☐ Approval as Noted
- ☐ Resubmittal for Approval
- ☐ Corrections
- ☐ Your Use
- ☐ Review and Comment
- ☐ Record

Bids due on:
Other:

Type	MFG	Part
W3	Hubbell Outdoor	LNC3-24L4K-105-2-U-DBT
W4	Hubbell Outdoor	LNC3-24L4K-105-4-U-DBT

HUBBELL Outdoor Lighting

DATE:	LOCATION:
TYPE:	PROJECT:
CATALOG #:	

LNC3

MEDIUM LED LITEPAK

FEATURES

- Litepak LNC3 is a mid-sized wallpack in the popular Litepak series
- The LNC3 features luminaires with TIR optics and four different lumen packages, multiple distributions and CCT for maximum light level and mounting height flexibility
- Capable of replacing up to 250w HID solutions at over 70% energy savings
- Energy efficient LEDs provide 70%+ energy savings with little to no maintenance when compared to traditional light sources
- Typical mounting heights of 8-20"

24L with diffuser

Occupany Sensor

24L without diffuser

C US

*3000K and warmer CCTs only

RELATED PRODUCTS

LNC INC2 LNC4

CONTROL TECHNOLOGY

SiteSync Lighting Controls NX DISTRIBUTED™ INTELLIGENCE wiSCAPE™

SPECIFICATIONS

CONSTRUCTION

- 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
- Four 1/2" conduit entries (top, bottom, and sides) provided for surface conduit
- Zero uplight distributions using individual acrylic LED optics provide IES type II, III and IV distributions
- CS - Frosted acrylic diffuser option for reduced glare
- CSU - Frosted acrylic diffuser for inverted “up” mounting applications (lens required)

OPTICS

- Ambient operating temperature -40°C to 40°C
- 3000K, 4000K and 5000K CCT nominal with 70 CRI
- Available in 4 or 24 LED configuration
- L70 at 60,000 hrs (Projected per IESNA TM-21-11), see table on page 3 for all values

INSTALLATION

- Quick-mount adapter with gasket seal provides easy installation to wall or to recessed junction box (4" square junction box)

INSTALLATION (CONTINUED)

- Fixture attaches by two Allen-head hidden fasteners for tamper resistance
- Designed for direct j-box mount or conduit feed on all four sides in single SKU

ELECTRICAL

- 120-277, 347 and 480 voltage, 50/60Hz, 0-10V dimming drivers
- Electronic driver
- 10kA surge protection

CONTROLS

- Button photocontrol for dusk to dawn energy savings
- 7-pin photo-receptacle available for twist lock photocell and controls by others
- Occupancy sensor options available for complete on/off and dimming control
- SiteSync pre-commisioned wireless controls (with or without sensor)
- In addition, LITEPAK can be specified with SiteSync™ wireless control system for reduction in energy and maintenance cost while optimizing light quality 24/7
- See ordering information or visit www.hubbelllighting.com/sitesync for more details

CERTIFICATIONS

- DLC® DesignLights Consortium Qualified, with some Premium Qualified configurations. Please refer to the DLC website for specific product qualifications at www.designlights.org
- Listed to UL1598 and CSAC22.2#250.0-24 for wet locations
- Listed to UL1598 and CSAC22.2#250.0-24 for wet locations
- IP65 Assembly
- IDA Approved (3000K configurations)

WARRANTY

- 5 year limited warranty
- See HLI Standard Warranty for additional information

KEY DATA	
Lumen Range	2,991–7,603
Wattage Range	28–83
Efficacy Range (LPW)	84–115
Fixture Projected Life (Hours)	L70>60K
Weights lbs. (kg)	18.0 (8.2)

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701 Millennium Blvd • Greenville, SC 29607 / Tel 864.678.1000 / Website www.hubbelloutdoor.com

HUBBELL Lighting

HUBBELL Outdoor Lighting

DATE: LOCATION:

TYPE: PROJECT:

CATALOG #:

LNC3

MEDIUM LED LITEPAK

ORDERING GUIDE

Example: LNC3-24L-3K-035-2-U-DBT-PCU

CATALOG #

ORDERING INFORMATION

Series	# LEDs	CCT/CRI	Drive Current	IES Distribution	Voltage
LNC3 Medium Litepak Wallpack	**24L** 24LEDs	**3K** 3000K nominal, 70 CRI	**035** 350mA	**2** Type II[1]	**U** 120-277V
		4K 4000K nominal, 70 CRI	**050** 500mA	**3** Type III[1]	**1** 120V[1]
		5K 5000K nominal, 70 CRI	**075** 750mA	**4** Type IV[1]	**2** 208V[1]
			105 1050mA		**3** 240V[1]
					4 277V[1]
					5 480V[1]
					F 347V[1]

Finish	
BLT	Black Matte Textured
BLS	Black Gloss Smooth
DBT	Dark Bronze Matte Textured
DBS	Dark Brone Gloss Smooth
GTT	Graphite Matte Textured
LGS	Light Grey Gloss Smooth
PSS	Platinum Silver Smooth
WHT	White Matte Textured
WHS	White Gloss Smooth
VGT	Verde Green Textured
Color Option	
CC	Custom Color

Control Options	
PCU	Universal Button Photocontrol
7PR	7pin PCR[6]
SCP	Programmable occupancy sensor[3,4]
SWP	SiteSync Pre-Commision[7,10]
SWPM	SiteSync Pre-commision w/ OCC Sensor[4,7,8,10]

Options	
F	Fusing (must specify voltage per footnote)
CS	Frosted acrylic diffuser
CSU	Inverted/Up mounting frosted acrylic diffuser (required for up/ inverted fixture installations, factory install only see page 3)[2]
E	Integral battery backup rated for 0˚C[1,5]
EH	Integral battery backup with heater rated for -30˚C[1,5]
2DR	Dual Driver[9]

Notes:

1. Must specify voltage (120 or 277 only for E & EH)
2. Factory install only. Not available with SCP or SWPM sensor/ control options
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, 120-277V only
4. PCU option not applicable, included in sensor (8F = up to 8ft, 20F = up to 20ft)
5. 350mA, 500mA & 750mA versions only. Not available with F, SWP or SWPM options
6. Accepts standard 3, 5, and 7-Pin ANSI controls (by others). Not available with PCU, SWP or SWPM control options
7. Must specify group and zone information at time or order. See www.HubbellLighting.com/products/sitesync for future details
8. Specify time delay; dimming level and mounting height
9. 750mA and 1050mA versions only, not available with 347/480V
10. 1050mA only, not available with 347V or 480V

ACCESSORIES AND SERVICES (ORDERED SEPARATELY)

	Catalog Number	Description
☐	**LNC3-CS**	Frosted acrylic comfort shield/lens, reduces glare and improves uniformity with only 20% lumen reduction
☐	**SCP-Remote**	Remote Control for SCP/_F option. Order at least one per project to program and control the occupancy sensor
☐	**SWUSB**	SiteSync interface software loaded on USB flash drive for use with owner supplied PC (Windows based only). Includes SiteSync license, software and USB radio bridge node*
☐	**SWTAB**	Windows tablet and SiteSync interface software. Includes tablet with preloaded software, SiteSync license and USB radio bridge node*
☐	**SWBRG**	SiteSync USB radio bridge node only. Order if a replacement is required or if an extra bridge node is requested
☐	**SW7PR**	SiteSync 7 Pin on fixture module On/Off/Dim, Daylight Sensor 120-480VAC+

Notes:

* When ordering SiteSync at least one of these two interface options must be ordered per project

\+ Available as a SiteSync retrofit solution for fixtures with an existing 7pin receptacle

Hubbell Control Solutions — Accessories (Sold Separately)

NX Distributed Intelligence™

☐ **NXOFM-1R1D-UNV** On-fixture Module (7-pin), On / Off / Dim, Daylight Sensor with HubbNET Radio and Bluetooth® Radio, 120–480VAC

wiSCAPE® Lighting Control

☐ **WIR-RME-L** On-fixture Module (7-pin or 5-pin), On / Off / Dim, Daylight Sensor with wiSCAPE Radio, 110–480VAC

For additional information related to these accessories please visit www.hubbellcontrolsolutions.com. Options provided for use with integrated sensor, please view specification sheet ordering information table for details.

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HUBBELL Lighting

HUBBELL Outdoor Lighting

DATE: LOCATION:

TYPE: PROJECT:

CATALOG #:

LNC3

MEDIUM LED LITEPAK

CONTROLS

SiteSync — Precommissioned Ordering Information:

When ordering a fixture with the SiteSync lighting control option, additional information will be required to complete the order. The SiteSync Commissioning Form or alternate schedule information must be completed. This form includes Project location, Group information, and Operating schedules. For more detailed information please visit the SiteSync family page on our website or contact Hubbell Lighting tech support at 800-345-4928.

SiteSync fixtures with Motion control (SWPM) require the mounting height of the fixture for selection of the lens.

Examples: LNC3-24L-4K-075-3-U-BL-SWP — SiteSync only
LNC3-24L-4K-075-3-U-BL-SWPM-20F — SiteSync with Motion Control

SiteSync 7-Pin Module:

- SiteSync features in a new form
- Available as an accessory for new construction or retrofit applications (with existing 7-Pin receptacle)
- Does not interface with occupancy sensors

SW7PR

PERFORMANCE DATA

# Of LEDs	Nominal Wattage	System Watts	Dist. Type	5K (5000K NOMINAL 70 CRI)					4K (4000K NOMINAL 70 CRI)					3K (3000K NOMINAL 80 CRI)				
				Lumens	LPW*	B	U	G	Lumens	LPW*	B	U	G	Lumens	LPW*	B	U	G
4	N/A	N/A	E	671	-	-	-	-	657	-	-	-	-	591	-	-	-	-
24	350mA	28	2	3,212	115	1	0	1	3,145	113	1	0	1	2,991	107	1	0	1
			3	3,160	113	1	0	1	3,094	111	1	0	1	2,944	106	1	0	1
			4	3,182	114	1	0	1	3,116	112	1	0	1	2,964	106	1	0	1
	500mA	41	2	4,143	101	1	0	2	4,057	99	1	0	2	3,858	94	1	0	2
			3	4,076	99	1	0	1	3,991	97	1	0	1	3,797	93	1	0	1
			4	4,104	100	1	0	1	4,019	98	1	0	1	3,823	93	1	0	1
	750mA	60	2	5,918	99	1	0	2	5,795	97	1	0	2	5,512	92	1	0	2
			3	5,823	97	1	0	2	5,702	95	1	0	2	5,424	90	1	0	2
			4	5,863	98	1	0	2	5,741	96	1	0	2	5,461	91	1	0	2
	1050mA	83	2	7,630	92	2	0	2	7,472	90	2	0	2	7,107	86	2	0	2
			3	7,508	90	1	0	2	7,352	89	1	0	2	6,993	84	1	0	2
			4	7,559	91	1	0	2	7,402	89	1	0	2	7,041	85	1	0	2

ELECTRICAL DATA

# OF LEDS	Drive Current (mA)	Input Voltage (V)	Oper. Current (Amps)	System Power (W)
24	350mA	120	0.23	28
		277	0.10	28
		347	0.08	28
		480	0.06	28
	500mA	120	0.34	41
		277	0.15	41
		347	0.12	41
		480	0.09	41
	750mA	120	0.50	60
		277	0.22	60
		347	0.17	60
		480	0.13	60
	1050mA	120	0.69	83
		277	0.30	83
		347	0.24	83
		480	0.17	83

PROJECTED LUMEN MAINTENANCE

Ambient Temperature	OPERATING HOURS					
	0	25,000	50,000	TM-21-11* L96 60,000	100,000	L70 (Hours)
25°C / 77°F	1.00	0.97	0.94	0.93	0.89	>296,000
40°C / 104°F	1.00	0.95	0.91	0.89	0.83	>191,000

* 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.

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DATE: LOCATION:

TYPE: PROJECT:

CATALOG #:

LNC3

MEDIUM LED LITEPAK

LUMINAIRE AMBIENT TEMPERATURE FACTOR (LATF)

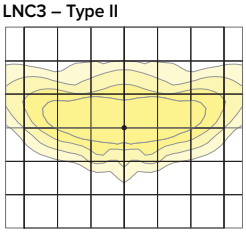
Ambient Temperature		Lumen Multiplier
0° C	32° F	1.02
10° C	50° F	1.01
20° C	68° F	1.00
25° C	77° F	1.00
30° C	86° F	1.00
40° C	104° F	0.99

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

PHOTOMETRY

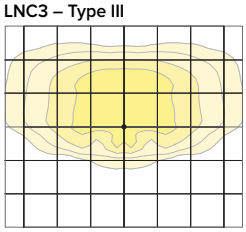
The following diagrams represent the general distribution options offered for this product. For detailed information on specific product configurations, see website photometric test reports.

LNC3 – Type II



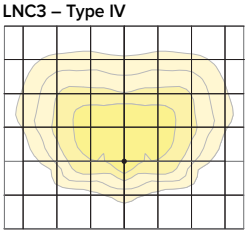
Mounting Height: 15'

LNC3 – Type III



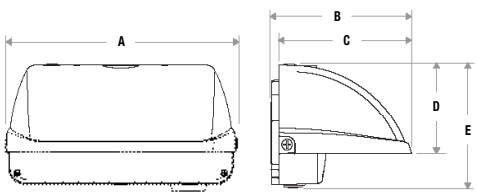
Mounting Height: 15'

LNC3 – Type IV



Mounting Height: 15'

DIMENSIONS



A	B	C	D	E	Weight
13" (330 mm)	10.5" (267 mm)	9.9" (251 mm)	5.8" (147 mm)	8.3" (211 mm)	25.0 lbs 11.3 kg

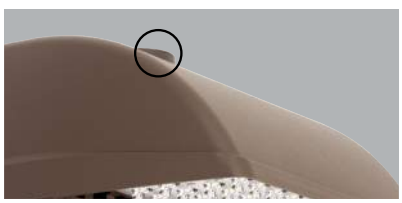
ADDITIONAL INFORMATION

CSU – INVERTED MOUNTING OPTION

*Requires Factory Installed Lens Option

Inverted mounting capabilities for uplighting applications. Specially designed frosted acrylic diffuser option softens output, improves uniformity and protects LED lenses.

SCP - PROGRAMMABLE OCCUPANCY SENSOR



*Photocontrol and Wireless Controls by Others

Standard NEMA 7-Pin receptacle for twist lock photocell or wireless controls (by others).

SCP – PROGRAMMABLE OCCUPANCY SENSOR

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

Visit: http://www.hubbelllighting.com/solutions/controls/ for control application information

SHIPPING INFORMATION

Catalog Number	G.W(kg)/ CTN	Carton Dimensions			Carton Qty. per Master Pack
		Length Inch (cm)	Width Inch (cm)	Height Inch (cm)	
LNC3-24LU	18.0 (8.2)	15.8 (40)	11.0 (28)	13.0 (33)	1

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DATE: | LOCATION:

TYPE: | PROJECT:

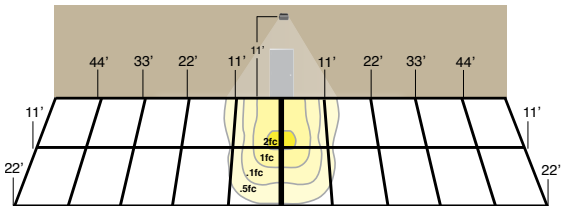
CATALOG #:

LNC3

MEDIUM LED LITEPAK

ADDITIONAL INFORMATION (CONTINUED)

LNC2 - BATTERY BACK UP



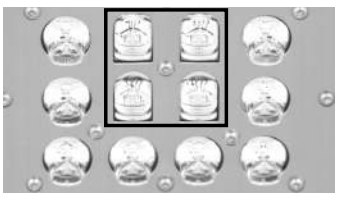
11' Mounting Height

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.

Battery backup units consume 6 watts when charging a dead battery and 2 watts during maintenance charging. EH (units with a heater) consume up to an additional 8 watts when charging if the battery temp is lower than 10°C

E & EH EMERGENCY BATTERY BACKUP



24 High Power LEDs generate up to 7,500 lumens in Normal Mode, and use 4 LEDs for up to 700 lumens in emergency.

USE OF TRADEMARKS AND TRADE NAMES

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HUBBELL Lighting

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HUBBELL Outdoor Lighting

DATE:	LOCATION:
TYPE:	PROJECT:
CATALOG #:	

LNC3

MEDIUM LED LITEPAK

FEATURES

- Litepak LNC3 is a mid-sized wallpack in the popular Litepak series
- The LNC3 features luminaires with TIR optics and four different lumen packages, multiple distributions and CCT for maximum light level and mounting height flexibility
- Capable of replacing up to 250w HID solutions at over 70% energy savings
- Energy efficient LEDs provide 70%+ energy savings with little to no maintenance when compared to traditional light sources
- Typical mounting heights of 8-20"

24L with diffuser

Occupany Sensor

24L without diffuser

C US

*3000K and warmer CCTs only

RELATED PRODUCTS

LNC INC2 LNC4

CONTROL TECHNOLOGY

SiteSync Lighting Controls NX DISTRIBUTED™ INTELLIGENCE wiSCAPE™

SPECIFICATIONS

CONSTRUCTION

- 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
- Four 1/2" conduit entries (top, bottom, and sides) provided for surface conduit
- Zero uplight distributions using individual acrylic LED optics provide IES type II, III and IV distributions
- CS - Frosted acrylic diffuser option for reduced glare
- CSU - Frosted acrylic diffuser for inverted "up" mounting applications (lens required)

OPTICS

- Ambient operating temperature -40°C to 40°C
- 3000K, 4000K and 5000K CCT nominal with 70 CRI
- Available in 4 or 24 LED configuration
- L70 at 60,000 hrs (Projected per IESNA TM-21-11), see table on page 3 for all values

INSTALLATION

- Quick-mount adapter with gasket seal provides easy installation to wall or to recessed junction box (4" square junction box)

INSTALLATION (CONTINUED)

- Fixture attaches by two Allen-head hidden fasteners for tamper resistance
- Designed for direct j-box mount or conduit feed on all four sides in single SKU

ELECTRICAL

- 120-277, 347 and 480 voltage, 50/60Hz, 0-10V dimming drivers
- Electronic driver
- 10kA surge protection

CONTROLS

- Button photocontrol for dusk to dawn energy savings
- 7-pin photo-receptacle available for twist lock photocell and controls by others
- Occupancy sensor options available for complete on/off and dimming control
- SiteSync pre-commisioned wireless controls (with or without sensor)
- In addition, LITEPAK can be specified with SiteSync™ wireless control system for reduction in energy and maintenance cost while optimizing light quality 24/7
- See ordering information or visit www.hubbelllighting.com/sitesync for more details

CERTIFICATIONS

- DLC® DesignLights Consortium Qualified, with some Premium Qualified configurations. Please refer to the DLC website for specific product qualifications at www.designlights.org
- Listed to UL1598 and CSAC22.2#250.0-24 for wet locations
- Listed to UL1598 and CSAC22.2#250.0-24 for wet locations
- IP65 Assembly
- IDA Approved (3000K configurations)

WARRANTY

- 5 year limited warranty
- See HLI Standard Warranty for additional information

KEY DATA	
Lumen Range	2,991–7,603
Wattage Range	28–83
Efficacy Range (LPW)	84–115
Fixture Projected Life (Hours)	L70>60K
Weights lbs. (kg)	18.0 (8.2)

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DATE: LOCATION:

TYPE: PROJECT:

CATALOG #:

LNC3

MEDIUM LED LITEPAK

ORDERING GUIDE

Example: LNC3-24L-3K-035-2-U-DBT-PCU

CATALOG #

ORDERING INFORMATION

Series	# LEDs	CCT/CRI	Drive Current	IES Distribution	Voltage
LNC3 Medium Litepak Wallpack	**24L** 24LEDs	**3K** 3000K nominal, 70 CRI	**035** 350mA	**2** Type II[1]	**U** 120-277V
		4K 4000K nominal, 70 CRI	**050** 500mA	**3** Type III[1]	**1** 120V[1]
		5K 5000K nominal, 70 CRI	**075** 750mA	**4** Type IV[1]	**2** 208V[1]
			105 1050mA		**3** 240V[1]
					4 277V[1]
					5 480V[1]
					F 347V[1]

Finish	
BLT	Black Matte Textured
BLS	Black Gloss Smooth
DBT	Dark Bronze Matte Textured
DBS	Dark Brone Gloss Smooth
GTT	Graphite Matte Textured
LGS	Light Grey Gloss Smooth
PSS	Platinum Silver Smooth
WHT	White Matte Textured
WHS	White Gloss Smooth
VGT	Verde Green Textured
Color Option	
CC	Custom Color

Control Options	
PCU	Universal Button Photocontrol
7PR	7pin PCR[6]
SCP	Programmable occupancy sensor[3,4]
SWP	SiteSync Pre-Commision[7,10]
SWPM	SiteSync Pre-commision w/ OCC Sensor[4,7,8,10]

Options	
F	Fusing (must specify voltage per footnote)
CS	Frosted acrylic diffuser
CSU	Inverted/Up mounting frosted acrylic diffuser (required for up/ inverted fixture installations, factory install only see page 3)[2]
E	Integral battery backup rated for 0°C[1,5]
EH	Integral battery backup with heater rated for -30°C[1,5]
2DR	Dual Driver[9]

Notes:

1. Must specify voltage (120 or 277 only for E & EH)
2. Factory install only. Not available with SCP or SWPM sensor/ control options
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, 120-277V only
4. PCU option not applicable, included in sensor (8F = up to 8ft, 20F = up to 20ft)
5. 350mA, 500mA & 750mA versions only. Not available with F, SWP or SWPM options
6. Accepts standard 3, 5, and 7-Pin ANSI controls (by others). Not available with PCU, SWP or SWPM control options
7. Must specify group and zone information at time or order. See www.HubbellLighting.com/products/sitesync for future details
8. Specify time delay; dimming level and mounting height
9. 750mA and 1050mA versions only, not available with 347/480V
10. 1050mA only, not available with 347V or 480V

ACCESSORIES AND SERVICES (ORDERED SEPARATELY)

	Catalog Number	Description
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☐	**SCP-Remote**	Remote Control for SCP/_F option. Order at least one per project to program and control the occupancy sensor
☐	**SWUSB**	SiteSync interface software loaded on USB flash drive for use with owner supplied PC (Windows based only). Includes SiteSync license, software and USB radio bridge node*
☐	**SWTAB**	Windows tablet and SiteSync interface software. Includes tablet with preloaded software, SiteSync license and USB radio bridge node*
☐	**SWBRG**	SiteSync USB radio bridge node only. Order if a replacement is required or if an extra bridge node is requested
☐	**SW7PR**	SiteSync 7 Pin on fixture module On/Off/Dim, Daylight Sensor 120-480VAC+

Notes:

* When ordering SiteSync at least one of these two interface options must be ordered per project

\+ Available as a SiteSync retrofit solution for fixtures with an existing 7pin receptacle

Hubbell Control Solutions — Accessories (Sold Separately)

NX Distributed Intelligence™

☐ **NXOFM-1R1D-UNV** On-fixture Module (7-pin), On / Off / Dim, Daylight Sensor with HubbNET Radio and Bluetooth® Radio, 120–480VAC

wiSCAPE® Lighting Control

☐ **WIR-RME-L** On-fixture Module (7-pin or 5-pin), On / Off / Dim, Daylight Sensor with wiSCAPE Radio, 110–480VAC

For additional information related to these accessories please visit www.hubbellcontrolsolutions.com. Options provided for use with integrated sensor, please view specification sheet ordering information table for details.

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DATE: LOCATION:

TYPE: PROJECT:

CATALOG #:

LNC3

MEDIUM LED LITEPAK

CONTROLS

SiteSync — Precommissioned Ordering Information:

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SiteSync fixtures with Motion control (SWPM) require the mounting height of the fixture for selection of the lens.

Examples: LNC3-24L-4K-075-3-U-BL-SWP — SiteSync only
LNC3-24L-4K-075-3-U-BL-SWPM-20F — SiteSync with Motion Control

SiteSync 7-Pin Module:

- SiteSync features in a new form
- Available as an accessory for new construction or retrofit applications (with existing 7-Pin receptacle)
- Does not interface with occupancy sensors

SW7PR

PERFORMANCE DATA

# Of LEDs	Nominal Wattage	System Watts	Dist. Type	5K (5000K NOMINAL 70 CRI)					4K (4000K NOMINAL 70 CRI)					3K (3000K NOMINAL 80 CRI)				
				Lumens	LPW*	B	U	G	Lumens	LPW*	B	U	G	Lumens	LPW*	B	U	G
4	N/A	N/A	E	671	-	-	-	-	657	-	-	-	-	591	-	-	-	-
24	350mA	28	2	3,212	115	1	0	1	3,145	113	1	0	1	2,991	107	1	0	1
			3	3,160	113	1	0	1	3,094	111	1	0	1	2,944	106	1	0	1
			4	3,182	114	1	0	1	3,116	112	1	0	1	2,964	106	1	0	1
	500mA	41	2	4,143	101	1	0	2	4,057	99	1	0	2	3,858	94	1	0	2
			3	4,076	99	1	0	1	3,991	97	1	0	1	3,797	93	1	0	1
			4	4,104	100	1	0	1	4,019	98	1	0	1	3,823	93	1	0	1
	750mA	60	2	5,918	99	1	0	2	5,795	97	1	0	2	5,512	92	1	0	2
			3	5,823	97	1	0	2	5,702	95	1	0	2	5,424	90	1	0	2
			4	5,863	98	1	0	2	5,741	96	1	0	2	5,461	91	1	0	2
	1050mA	83	2	7,630	92	2	0	2	7,472	90	2	0	2	7,107	86	2	0	2
			3	7,508	90	1	0	2	7,352	89	1	0	2	6,993	84	1	0	2
			4	7,559	91	1	0	2	7,402	89	1	0	2	7,041	85	1	0	2

ELECTRICAL DATA

# OF LEDS	Drive Current (mA)	Input Voltage (V)	Oper. Current (Amps)	System Power (W)
24	350mA	120	0.23	28
		277	0.10	28
		347	0.08	28
		480	0.06	28
	500mA	120	0.34	41
		277	0.15	41
		347	0.12	41
		480	0.09	41
	750mA	120	0.50	60
		277	0.22	60
		347	0.17	60
		480	0.13	60
	1050mA	120	0.69	83
		277	0.30	83
		347	0.24	83
		480	0.17	83

PROJECTED LUMEN MAINTENANCE

Ambient Temperature	OPERATING HOURS					
	0	25,000	50,000	TM-21-11* L96 60,000	100,000	L70 (Hours)
25°C / 77°F	1.00	0.97	0.94	0.93	0.89	>296,000
40°C / 104°F	1.00	0.95	0.91	0.89	0.83	>191,000

* 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.

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HUBBELL Lighting

HUBBELL Outdoor Lighting

DATE: LOCATION:

TYPE: PROJECT:

CATALOG #:

LNC3

MEDIUM LED LITEPAK

LUMINAIRE AMBIENT TEMPERATURE FACTOR (LATF)

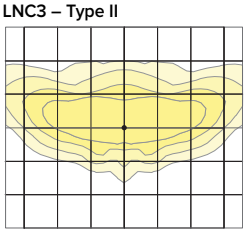
Ambient Temperature		Lumen Multiplier
0° C	32° F	1.02
10° C	50° F	1.01
20° C	68° F	1.00
25° C	77° F	1.00
30° C	86° F	1.00
40° C	104° F	0.99

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

PHOTOMETRY

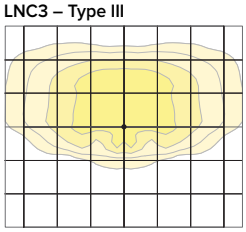
The following diagrams represent the general distribution options offered for this product. For detailed information on specific product configurations, see website photometric test reports.

LNC3 – Type II



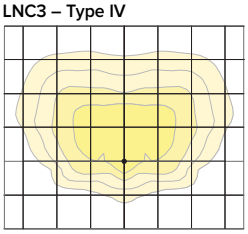
Mounting Height: 15'

LNC3 – Type III



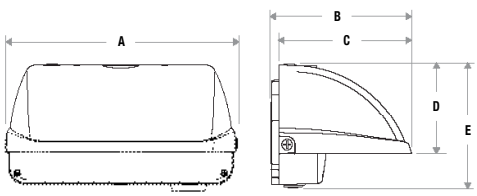
Mounting Height: 15'

LNC3 – Type IV



Mounting Height: 15'

DIMENSIONS



A	B	C	D	E	Weight
13" (330 mm)	10.5" (267 mm)	9.9" (251 mm)	5.8" (147 mm)	8.3" (211 mm)	25.0 lbs 11.3 kg

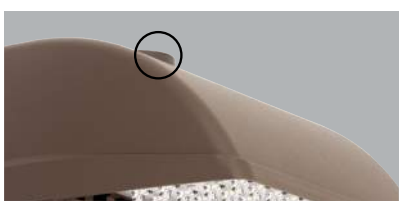
ADDITIONAL INFORMATION

CSU – INVERTED MOUNTING OPTION

*Requires Factory Installed Lens Option

Inverted mounting capabilities for uplighting applications. Specially designed frosted acrylic diffuser option softens output, improves uniformity and protects LED lenses.

SCP - PROGRAMMABLE OCCUPANCY SENSOR



*Photocontrol and Wireless Controls by Others

Standard NEMA 7-Pin receptacle for twist lock photocell or wireless controls (by others).

SCP – PROGRAMMABLE OCCUPANCY SENSOR

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

Visit: http://www.hubbelllighting.com/solutions/controls/ for control application information

SHIPPING INFORMATION

Catalog Number	G.W(kg)/ CTN	Carton Dimensions			Carton Qty. per Master Pack
		Length Inch (cm)	Width Inch (cm)	Height Inch (cm)	
LNC3-24LU	18.0 (8.2)	15.8 (40)	11.0 (28)	13.0 (33)	1

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DATE: | LOCATION:

TYPE: | PROJECT:

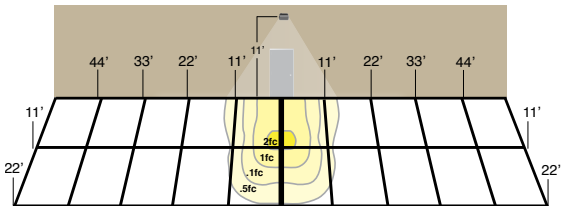
CATALOG #:

LNC3

MEDIUM LED LITEPAK

ADDITIONAL INFORMATION (CONTINUED)

LNC2 - BATTERY BACK UP



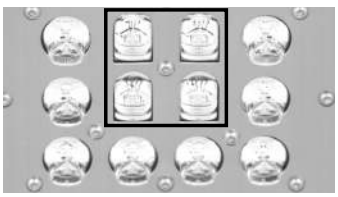
11' Mounting Height

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.

Battery backup units consume 6 watts when charging a dead battery and 2 watts during maintenance charging. EH (units with a heater) consume up to an additional 8 watts when charging if the battery temp is lower than 10°C

E & EH EMERGENCY BATTERY BACKUP



24 High Power LEDs generate up to 7,500 lumens in Normal Mode, and use 4 LEDs for up to 700 lumens in emergency.

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HUBBELL Lighting

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Exhibit 10

Traffic

Exhibit 10: Traffic

A review of the traffic conditions by the STI traffic division indicates that a does not surpass the 100-trip threshold during any peak hour period. In addition, per the town of Windham ordinances, the project should not require additional traffic analysis as it is not expected to generate 50 or more trips during any peak hour period. Reference is made to the enclosed Traffic Memorandum, dated October 28, 2020 included in this section.

Memorandum

20326

To: **Craig Burgess, P.E.**
Sebago Technics, Inc

From: **Derek Caldwell, P.E., PTOE**
Sebago Technics, Inc

Date: **October 28, 2020**

Subject: **Trip Generation Calculation**
Paul's Boutique Cannabis Cultivation Facility
Windham, Maine

STATE OF MAINE
DEREK H. CALDWELL
14400
LICENSED
PROFESSIONAL ENGINEER
10/28/2020

Project Understanding

Dwight Investments, LLC proposes to construct a 12,350 square foot Cannabis Cultivation Facility on Lot 3-A of the Quarry Ridge Business Park in Windham. The development proposed to construct a new driveway to Bedrock Terrace, which connects to Enterprise Drive. Enterprise Drive provides access to the park as a whole by means of the unsignalized intersection with Route 302.

Permitting History

It is our understanding that the Quarry Ridge Business Park was issued a MaineDOT Traffic Movement Permit (TMP) in 2008 for the buildout of 180,000 square feet of general business park building area. This proposed buildout assumed approximately 15,000 square feet of building area on each of twelve lots. The TMP was issued for a total 257 trips in the AM Peak Hour and 253 trips in the PM Peak Hour. Divided amongst the twelve lots, this would equate to approximately 21 AM Peak Hour trips and 21 PM Peak Hour Trips per lot.

The existing approved subdivision plan for the business park states that the if the buildout of any lots exceeds 15,000 square feet than additional traffic information should be submitted. Currently three of the lots within the park are developed, which were presumably permitted under the approved TMP for the park.

Trip Generation

Typically trip generation for developments is calculated using the *Institute of Transportation Engineers Trip (ITE) Generation Manual*. However, the specialty nature of this proposed land use does not correspond to a published land use code in the manual. Therefore, the expected trip generation is based upon the number of employees and corresponding shifts.

The facility is to anticipated to have a total of 14 employees with the following shift breakdown:

Table 1
Employee Shift Information

No. of Employees	Hours
6	6:00 AM – 3:00 PM
2	7:00 AM – 4:00 PM
6	8:00 AM – 5:00 PM

Deliveries to and from the site are expected to be minimal and occurring on a weekly to bi-weekly basis. These deliveries and shipments would therefore contribute to the Peak Hour trip generation of the site on a consistent basis. No heavy truck traffic is to be generated by the site.

Based on the above listed shift information the AM Peak Hour of trip generation would be expected to occur leading up to the 6:00 AM and 8:00 AM hours with a total of **6** entering trips. The PM Peak Hour of trip generation would be expected to occur in the 3:00 PM Hour or 5:00 PM with a total of 6 exiting trips.

Conclusion

The proposed Paul's Boutique Cannabis Cultivation Facility is expected to generate a total of 6 vehicular trips during both the AM and PM Peak Hours. As the original TMP for the business park allows for 21 Peak Hour Trips per lot, this development would not require any additional permitting. The proposed building area of 12,350 square feet does not exceed the established threshold of 15,000 square feet which would require further traffic impact information to be submitted as per the original approved subdivision plan. It is also noted that Lot 3-A was created as part of a subdivision amendment which divided Lot 3 of the park into two separate parcels. Therefore, any future development on Lot 3-B would need to consider this proposed use when determining adherence to existing approvals.

Exhibit 11

Landscaping

Exhibit 11: Landscaping

Please see Sheet 6 of the Plan Set for full Landscape Plans.

Exhibit 12

Resource Review & Maps

Exhibit 12: Resource Review & Maps

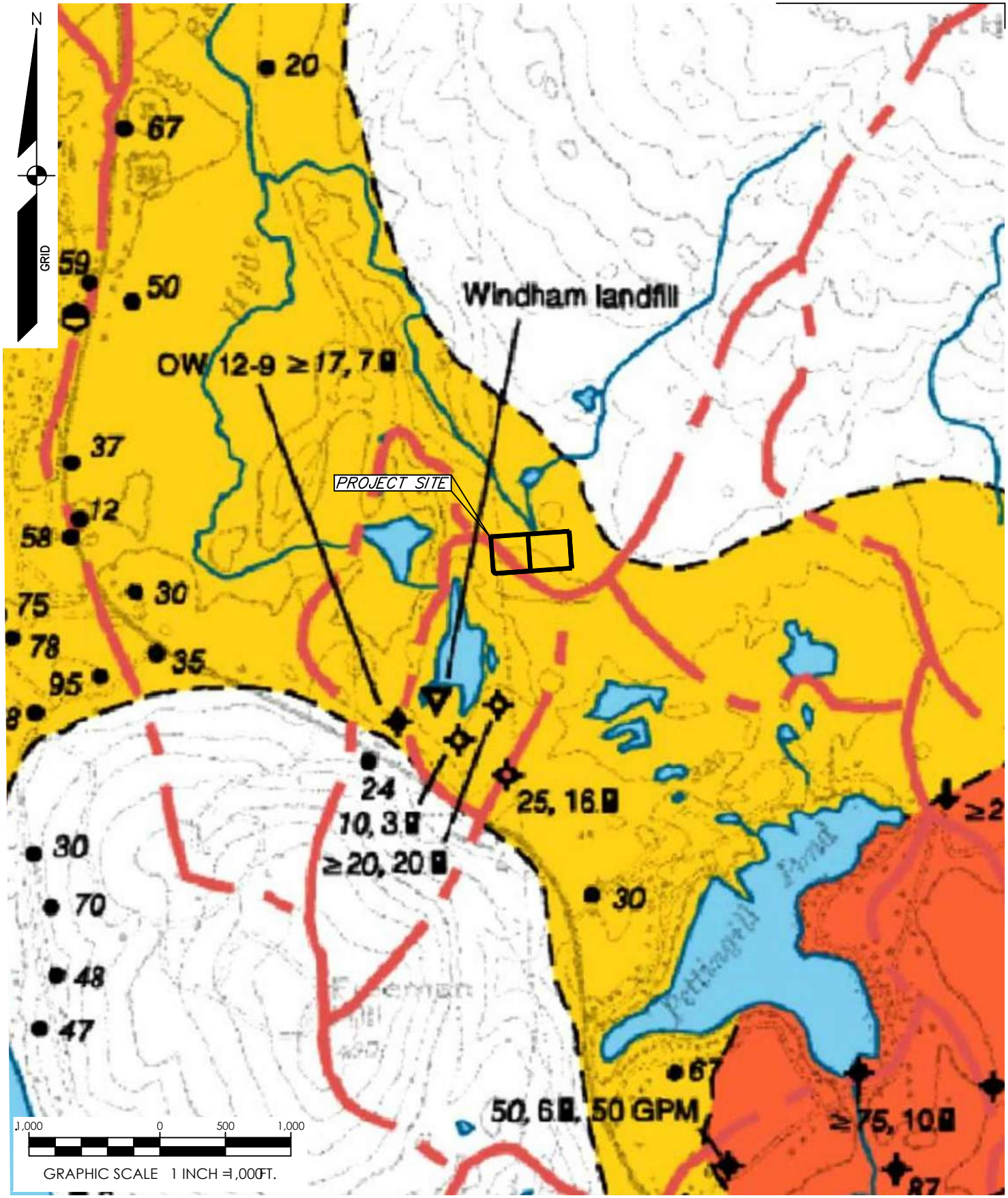
The project site is located on a lot that has not been previously disturbed and little natural vegetation remains on the site. Previous lot development within the park has been reviewed by the Town and there is no indication that any resource impact will occur as a result of the proposed site improvements. In accordance with the requirements of the Minor Site review we offer the following narrative regarding resources on the lots:

A. The project involves the redevelopment of Lot 3 that was thoroughly review by the Town during the original site and/or subdivision reviews, therefore the Maine Historic Preservation Commission has not reviewed the proposed site improvements. The *Windham Comprehensive Master Plan (2016)* does not indicate that project is located in close proximity to historic buildings, places, districts or prehistoric sites.

B. Significant Sand and Gravel Aquifers as publicly available maps from Maine Geological Survey indicate that the proposed project is located in an area of surficial deposit area with moderate to good potential groundwater yield. Reference is made to the map excerpt exhibit enclosed in this section.

C. Review of the *Town of Windham Beginning with Habitat: Primary Map 2- High Value Plant & Animal Habitats* as created by MDIFW, et. Al., March 2016 does not indicate the presence of any high value plant or animal habitats within the project area.

D. Review of *FEMA Flood Insurance Rate Map Community Panel 230189 0015 B, 9/2/81, Panel 15 of 35* indicates that the project is not located in an area that floods.



SEBAGO TECHNICS

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

SIGNIFICANT SAND AND GRAVEL AQUIFERS MAP
FOR: DWIGHT INVESTMENTS, LLC

SCALE: 1"=1,000'

DATE: 10/15/2020

LOCATION:
QUARRY RIDGE BUSINESS PARK
WINDHAM, ME

INFORMATION:
MAINE GEOLOGICAL SURVEY
SIGNIFICANT SAND AND GRAVEL AQUIFER MAPS

SHEET:
1 OF 1

20326Aquifer.dwg, TAB: 8.5x11

Exhibit 13

Stormwater Management

Exhibit 13: Stormwater Management

Please refer to the stormwater management narrative that follows. Full stormwater report is not required for this application.

SEBAGO TECHNICS

Stormwater Narrative

This proposed project at Quarry Ridge Business Park involves Lot 3A of the park. This lot was originally approved as part of Phase 1A. Impervious limits were assumed for future development on each lot to support stormwater water quality and quantity calculations. The proposed structure on lot 3A will be a cannabis cultivation facility with supporting parking area and other site improvements. Runoff from the impervious area on Lot 3 was originally designed to drain toward the roadside ditch along Bedrock Terrace. The ditch conveys runoff southwest to a 30-inch cross culvert that outlets into a detention pond, designated SW-2, for water quality and quantity control. Detention pond SW-2 is located immediately west of the subject site, on the opposite side of Enterprise Drive. The pond and Enterprise Drive were completed, and the roadway was accepted by the Town of Windham. The table on the Amended Subdivision Plan shows a maximum of 0.95 acres of impervious surface on Lot 3A.

The proposed site will result in 0.53 acres of impervious area, and a total developed area equal to 1.65 acres. The previously approved Quarry Run Business Park Subdivision has 0.95 acres of impervious allotted for Lot 3a. Site development on this lot is not anticipated to change the stormwater management plan included with the most recent State and Local approval documents. Lot development will include the westerly side of the proposed building is being graded to shed runoff towards the existing ditch that runs along Enterprise Drive. This ditch outlets to a 30-inch cross culvert that runs across Enterprise Drive and into SW-2. On the east side of the building exists a 4' roof drip edge. This drip edge will act as an energy dissipater from runoff falling off the roof in onto the lawn. This drip edge will over top and water will run into the shallow ditch that runs parallel to the proposed building, towards the roadside ditch along Bedrock drive. This Bedrock Drive roadside ditch crosses under the access road to the site via a pair of 24" culverts and then outlets to the 30-inch cross culvert. Included in this section is a HydroCAD summary for the 25-year storm event.

A HydroCAD model was created to confirm capacity of the culvert in the roadside ditch along Bedrock Terrace. NRCS soils data was used to model the land uses that exist one the site. There were three different soils that existed within the watershed of interest. Two soils had a Hydrologic Soil Group of A and the other had a Hydrologic Soil Group of C/D. For the purposes of this project it was conservatively assumed that this soil was a D soil. For the purposes of this model it was assumed that on Lots 3B, 8, and 9, which have yet to be developed, that 75% of the total property area would be impervious and the other 25% of the lots would be landscaped area.

Basic Standards per Section 4(A) of the Department of Environmental Protection Chapter 500 outline specific guidelines for erosion control practices which will be generally followed for development of this lot. An Erosion and Sedimentation Control Plan was created for the project that emphasizes the installation of sedimentation barriers and vegetation to minimize erosion potential from development activities during and after construction. The Erosion and Sedimentation Control Plan is incorporated into the original design plans and includes the locations of the erosion control provisions (i.e., silt fence) along with notes and construction details for reference by the contractor during construction of the Lifeflight facility. With incorporation of these measures, no significant impacts to off-site drainage related to erosion are anticipated due to the lot division.

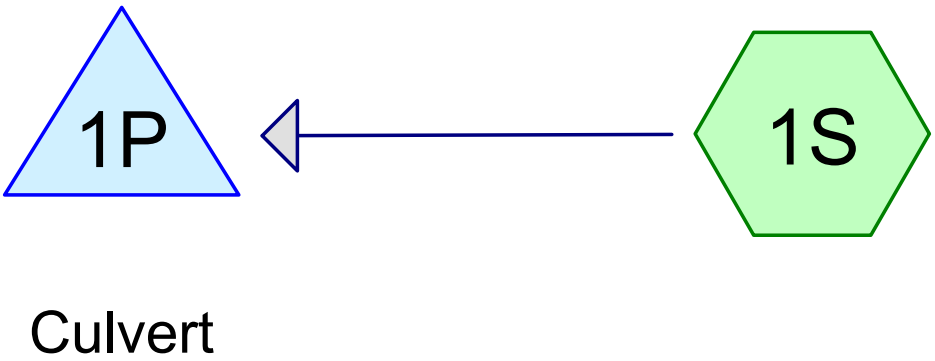
Sincerely,

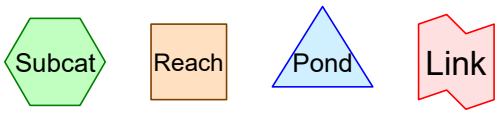
Craig Burgess

STATE OF MAINE
CRAIG A. BURGESS
No. 12638
LICENSED
PROFESSIONAL ENGINEER
Craig Burgess

Craig A. Burgess, P.E.
Project Manager

November 2nd, 2020





Routing Diagram for 20326 Culvert Sizing
Prepared by {enter your company name here}, Printed 10/29/2020
HydroCAD® 10.00-24 s/n 01856 © 2018 HydroCAD Software Solutions LLC

Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
0.554	39	3A Landscaped (1S)
0.798	39	>75% Grass cover, Good, HSG A-Lot 3B,8,9 (1S)
0.858	80	>75% Grass cover, Good, HSG D-Lot 3B,8,9 (1S)
0.225	98	Building - Lot 3A (1S)
0.393	39	Ditch A (1S)
0.114	80	Ditch D (1S)
4.969	98	Estimated Impervious 3B,8,9 (1S)
0.221	98	Existing Pavement A (1S)
0.061	98	Existing Pavement D (1S)
0.033	98	Proposed Driveway Lot 3A (1S)
8.226	**83**	**TOTAL AREA**

Soil Listing (all nodes)

Area (acres)	Soil Group	Subcatchment Numbers
0.798	HSG A	1S
0.000	HSG B	
0.000	HSG C	
0.858	HSG D	1S
6.569	Other	1S
8.226		**TOTAL AREA**

Ground Covers (all nodes)

HSG-A (acres)	HSG-B (acres)	HSG-C (acres)	HSG-D (acres)	Other (acres)	Total (acres)	Ground Cover	Subcatchment Numbers
0.000	0.000	0.000	0.000	0.554	0.554	3A Landscaped	1S
0.798	0.000	0.000	0.858	0.000	1.656	>75% Grass cover, Good	1S
0.000	0.000	0.000	0.000	0.225	0.225	Building - Lot 3A	1S
0.000	0.000	0.000	0.000	0.393	0.393	Ditch A	1S
0.000	0.000	0.000	0.000	0.114	0.114	Ditch D	1S
0.000	0.000	0.000	0.000	4.969	4.969	Estimated Impervious 3B,8,9	1S
0.000	0.000	0.000	0.000	0.221	0.221	Existing Pavement A	1S
0.000	0.000	0.000	0.000	0.061	0.061	Existing Pavement D	1S
0.000	0.000	0.000	0.000	0.033	0.033	Proposed Driveway Lot 3A	1S
0.798	**0.000**	**0.000**	**0.858**	**6.569**	**8.226**	**TOTAL AREA**	

Pipe Listing (all nodes)

Line#	Node Number	In-Invert (feet)	Out-Invert (feet)	Length (feet)	Slope (ft/ft)	n	Diam/Width (inches)	Height (inches)	Inside-Fill (inches)
1	1P	308.50	308.20	54.0	0.0056	0.013	24.0	0.0	0.0

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

Subcatchment 1S: Runoff Area=358,312 sf 66.96% Impervious Runoff Depth=3.91"
Flow Length=1,050' Tc=18.8 min CN=83 Runoff=25.90 cfs 2.678 af

Pond 1P: Culvert Peak Elev=310.67' Storage=606 cf Inflow=25.90 cfs 2.678 af
24.0" Round Culvert x 2.00 n=0.013 L=54.0' S=0.0056 '/' Outflow=25.81 cfs 2.678 af

Total Runoff Area = 8.226 ac Runoff Volume = 2.678 af Average Runoff Depth = 3.91"
33.04% Pervious = 2.718 ac 66.96% Impervious = 5.508 ac

Summary for Subcatchment 1S:

Runoff = 25.90 cfs @ 12.26 hrs, Volume= 2.678 af, Depth= 3.91"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Type III 24-hr 25-Yr Rainfall=5.80"

	Area (sf)	CN	Description
*	216,452	98	Estimated Impervious 3B,8,9
*	37,380	80	>75% Grass cover, Good, HSG D-Lot 3B,8,9
*	9,621	98	Existing Pavement A
*	9,793	98	Building - Lot 3A
*	24,141	39	3A Landscaped
*	1,430	98	Proposed Driveway Lot 3A
*	17,117	39	Ditch A
*	4,971	80	Ditch D
*	2,636	98	Existing Pavement D
*	34,771	39	>75% Grass cover, Good, HSG A-Lot 3B,8,9
	358,312	83	Weighted Average
	118,380		33.04% Pervious Area
	239,932		66.96% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
16.3	100	0.0150	0.10		**Sheet Flow, A-B SHEET** Grass: Dense n= 0.240 P2= 3.10"
2.5	950	0.0100	6.32	101.09	**Channel Flow, B-C ditch flow** Area= 16.0 sf Perim= 14.6' r= 1.10' n= 0.025 Earth, clean & winding
18.8	1,050	Total			

Summary for Pond 1P: Culvert

Inflow Area = 8.226 ac, 66.96% Impervious, Inflow Depth = 3.91" for 25-Yr event
Inflow = 25.90 cfs @ 12.26 hrs, Volume= 2.678 af
Outflow = 25.81 cfs @ 12.27 hrs, Volume= 2.678 af, Atten= 0%, Lag= 0.6 min
Primary = 25.81 cfs @ 12.27 hrs, Volume= 2.678 af

Routing by Dyn-Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Peak Elev= 310.67' @ 12.27 hrs Surf.Area= 642 sf Storage= 606 cf
Flood Elev= 311.75' Surf.Area= 1,000 sf Storage= 1,494 cf

Plug-Flow detention time= 0.2 min calculated for 2.677 af (100% of inflow)
Center-of-Mass det. time= 0.2 min (819.6 - 819.4)

Volume	Invert	Avail.Storage	Storage Description
#1	308.50'	1,494 cf	**Custom Stage Data (Prismatic)** Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
308.50	0	0	0
309.00	50	13	13
310.00	425	238	250
311.00	750	588	838
311.75	1,000	656	1,494

Device	Routing	Invert	Outlet Devices
#1	Primary	308.50'	**24.0" Round Twin Culverts X 2.00** L= 54.0' CPP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 308.50' / 308.20' S= 0.0056 '/' Cc= 0.900 n= 0.013 Corrugated PE, smooth interior, Flow Area= 3.14 sf

Primary OutFlow Max=25.80 cfs @ 12.27 hrs HW=310.67' (Free Discharge)
└─**1=Twin Culverts** (Inlet Controls 25.80 cfs @ 4.11 fps)

Exhibit 14

Waivers

Exhibit 14: Waivers

No waivers from submittal or standards are requested at this time.