



HALEY WARD

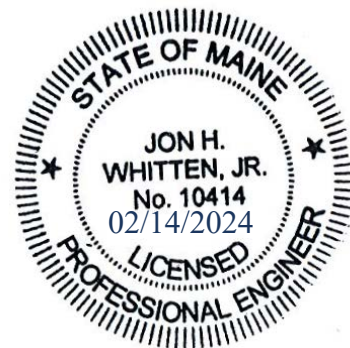
ENGINEERING | ENVIRONMENTAL | SURVEYING

NON-RESIDENTIAL MAJOR AMENDMENT SITE PLAN APPLICATION

TO:
TOWN OF GORHAM

APPLICANT:
GENX CAPITAL PARTNERS, LLC.

2 Cotton Street, Portland, Maine 04101



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

HALEYWARD.COM

FEBRUARY 2024
JN: 13773.003

Report Prepared By:
Haley Ward

One Merchants Plaza | Bangor, Maine 04401



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APPLICATION
Application
Project Narrative



**Community Development
Planning Division**

Thomas M. Poirier, *Director of Community Development*
tpoirier@gorham.me.us
 Carol Eyerman, *Town Planner*
ceyerman@gorham.me.us

GORHAM MUNICIPAL CENTER, 75 South Street, Gorham, ME 04038

Tel: 207-222-1620

SITE PLAN APPLICATION

<input type="checkbox"/> MAJOR SITE PLAN	<input checked="" type="checkbox"/> MAJOR SITE PLAN AMENDMENT	<input type="checkbox"/> MINOR SITE PLAN	<input type="checkbox"/> MINOR SITE PLAN AMENDMENT
--	---	--	--

IF THIS PROJECT HAS SUBMITTED FOR PRE-APPLICATION REVIEW AND PAID THE \$300.00 FEE PLEASE CHECK THE BOX RELATED TO "CREDIT". THE FUNDS PAID ARE CREDITED TOWARD A SUBSEQUENT APPLICATION.	CREDIT <input checked="" type="checkbox"/>
---	---

FEEES FOR PLAN REVIEW	WITH NEW CONSTRUCTION	
	<input type="checkbox"/> MAJOR RESIDENTIAL SITE PLAN \$1000.00 < 2000 SF GFA + \$25.00/ea. ADDITIONAL 1000 SF OR FRACTION THEREOF <input type="checkbox"/> MAJOR NON-RESIDENTIAL SITE PLAN \$800.00 < 2000 SF GFA + \$25.00/ea. ADDITIONAL 1000 SF OR FRACTION THEREOF <input type="checkbox"/> MINOR RESIDENTIAL SITE PLAN \$1000.00 < 2000 SF GFA + \$25.00/ea. ADDITIONAL 1000 SF OR FRACTION THEREOF <input type="checkbox"/> MINOR NON-RESIDENTIAL SITE PLAN \$500.00 < 2000 SF GFA + \$20.00/ea. ADDITIONAL 1000 SF OR FRACTION THEREOF	\$ <input style="width: 50px;" type="text"/>
	WITH NO CONSTRUCTION	
	<input type="checkbox"/> MAJOR RESIDENTIAL SITE PLAN \$600.00 <input type="checkbox"/> MAJOR NON-RESIDENTIAL SITE PLAN \$800.00 <input type="checkbox"/> MINOR RESIDENTIAL SITE PLAN \$600.00 <input type="checkbox"/> MINOR NON-RESIDENTIAL SITE PLAN \$500.00 < 2000 SF GFA + \$20.00/ea. ADDITIONAL 1000 SF OR FRACTION THEREOF	\$ <input style="width: 50px;" type="text"/>
	AMENDMENT	
<input type="checkbox"/> MAJOR RESIDENTIAL SITE PLAN \$1000.00 <input checked="" type="checkbox"/> MAJOR NON-RESIDENTIAL SITE PLAN \$800.00 < 2000 SF GFA + \$25.00/ea. ADDITIONAL 1000 SF OR FRACTION THEREOF <input type="checkbox"/> MINOR RESIDENTIAL SITE PLAN \$1000.00 <input type="checkbox"/> MINOR NON-RESIDENTIAL SITE PLAN \$200.00 < 2000 SF GFA + \$20.00/ea. ADDITIONAL 1000 SF OR FRACTION THEREOF, UP TO A MAX OF \$500.00	\$ 1,782.50	
ADDITIONAL FEES		
<input checked="" type="checkbox"/> PEER REVIEW AND LEGAL SERVICE ESCROW: ALL MAJOR SITE PLAN APPLICATIONS \$3,500.00 (\$500.00 PLUS \$3,000.00 ENGINEER'S ESTIMATE - MAY NEED TO BE INCREASED DEPENDING ON PROJECT) <input checked="" type="checkbox"/> PUBLIC NOTICE/LEGAL AD FEE: ALL MAJOR SITE PLAN APPLICATIONS \$200.00 <input type="checkbox"/> PUBLIC NOTICE/LEGAL AD FEE: ALL MINOR SITE PLAN APPLICATIONS \$100.00	\$ 3,700.00	

TOTAL APPLICATION FEES:	\$ 5,482.50
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SITE PLAN APPLICATION

PROPERTY DESCRIPTION	Parcel ID	Map	34	Lot(s)	3-3	Zoning District	OCI	Total Land Area	284,445
	Physical Address/Location	65 Olde Canal Way							
PROPERTY OWNER'S INFORMATION	Name	GenX Capital Partners, LLC.			Mailing Address		2 Cotton St. Portland, ME 04101		
	Phone	214-417-1218							
	Email	mark@genxcp.com							
APPLICANT'S INFORMATION (If different from Owner)	Name				Mailing Address				
	Phone								
	Email								
APPLICANT'S AGENT INFORMATION	Name	Jon Whitten, Jr., P.E.			Name of Business		Haley Ward		
	Phone	207-283-9151			Mailing Address		120 Main Street, #134 Saco, ME 04072		
	Email	jwhitten@haleyward.com							
PROPERTY DESCRIPTION	Existing Use:	Vacant							
	Project Name	Luxury Motor Toys Condominium							
Proposed Use: 40 condominium garage units (non-residential) with associated clubhouse and access/parking/maneuvering areas									

CHECKLIST FOR SITE PLAN REVIEW

The original signed copy of this form must be accompanied by the required application fee, required number of application forms, plans, and other necessary submissions. (1 copy of original application/etc., 1 electronic copy, 8 reduced size (11x17) plans, 7 full size (24x36) plans) (Please note the following ordinances may apply' Chapters 1, 2, 3, 4, 5, 7, Stormwater Ordinance, Historic Ordinance, Impact Fee Ordinance)

Check All That Apply		THE PROPOSED PROJECT INVOLVES THE...	Explain or comment as needed for clarification
YES	NO		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Construction of addition of fewer than fifteen thousand (15,000) square feet of gross floor area in a nonresidential building or structure in an Industrial District.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Construction or addition of more than fifteen thousand (15,000) square feet of gross floor area in a nonresidential building or structure in an Industrial District. <i>Chapter 4</i>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Addition of less than twenty percent (20%) of the existing gross floor area but not more than ten thousand (10,000) square feet or floor area in a nonresidential building or structure in any district other than the Industrial District within any three-year period.	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Addition of more than twenty percent (20%) of the existing gross floor area but not more than ten thousand (10,000) square feet of floor area in a nonresidential building or structure in any district other than an Industrial District within any three-year period.	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Construction of less than ten thousand (10,000) square feet of floor area	

<input type="checkbox"/>	<input checked="" type="checkbox"/>	in a nonresidential building or structure in a Rural or Roadside Commercial districts within any three-year period	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Construction of more than ten thousand (10,000) square feet of floor area in a nonresidential building or structure in a Rural or Roadside Commercial districts within any three-year period	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Construction of less than two thousand (2,000) square feet of floor area in a nonresidential building or structure in the Urban Residential, Suburban Residential, Village Center, Urban Commercial, Roadside Commercial Office, Office Residential or Narragansett Development districts.	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Construction of more than two thousand (2,000) square feet of floor area in a nonresidential building or structure in the Urban Residential, Suburban Residential, Village Center, Urban Commercial, Roadside Commercial Office, Office Residential or Narragansett Development districts with any three-year period.	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Construction of a residential structure with four (4) or less units.	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Construction of a residential structure with five (5) or more units.	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Modification or expansion of an existing residential structure in which the number of dwelling units after construction will be four (4) or less .	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Modification or expansion of an existing residential structure in which the number of dwelling units after construction will be five (5) or more .	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conversion of an existing residential building, in whole or in part, to a nonresidential use with the exception of bed and breakfast establishments with public dining as an accessory use and inns. <i>Section 4-3 A. 1) h</i>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Earth moving, removal, grading or filling activities which involves ten thousand (10,000) cubic yards of material or less and which are not subject to the gravel pit provisions of Chapter 2, Section 1	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Construction or expansion of impervious surface such as, but not limited to: pavement, concrete, brick, stone and gravel with fewer than thousand (10,000) square feet of area within any three-year period;	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Construction or expansion of impervious surface such as, but not limited to: pavement, concrete, brick, stone and gravel including access drives and parking lots involving an area of more than ten thousand (10,000) square feet;	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this application an amendment to an approved Site Plan? If so, please provide the name of the approved plan and date of approval.	Amendment -- Leaf Labs, LLC. dated January 2022
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Attached are copies of the most recent Deed, documents showing 'Right, Title and/or Interest' in the property or Contract to Purchase or Option to Lease the property.	See Attachment B
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the owner hold any interest in abutting or contiguous property? If yes, please explain.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Identify any and all easements on the property. Attach copies of all easement deeds.	Drainage Easements, see recorded Subdivision Plan
Check All That Apply		THE FOLLOWING QUESTIONS MAY APPLY. (Answer Yes/No or comment Does Not Apply).	Explain or comment as needed for clarification
YES	NO		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Agent Authorization form signed and completed	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are waivers requested? If so, is the form attached.	Road Opening Permit on newly paved road

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Floor area of existing structure(s) is:	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Floor Area of proposed new structure(s) is:	41,300 SF
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Maximum building height(s) is/are:	25'
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Number of stories is/are:	2
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Proposed Increase in building height or number of stories is (are):	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Total volume of building space is:	997,784 CF
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Existing lot coverage: The percent of the lot covered by buildings is:	un-developed
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Proposed lot coverage: The percentage of lot area to be covered by new building(s) is:	14.52%
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Percentage of post development lot area covered by buildings is:	14.52%
YES	NO	PARKING (see Chapter 2)	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Total number of parking spaces required under the Zoning Ordinance	This use is not defined within the Zoning Ord.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Estimated number of parking spaces required by proposed use is:	36
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Existing paved area is (sq ft):	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Proposed estimated paved area is (sq ft):	60,465 SF
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Number of existing parking spaces	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Number of proposed new parking spaces	36
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Size of spaces (ft X ft)	9'X18'
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Width of maneuvering aisles (ft)	45-63 feet
YES	NO	UTILITIES (see Chapter 2 and Chapter 4)	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Sewer: Attach a letter from the Portland Water District (PWD) that verifies an available capacity, permission to connect to the public sewer system and that the proposed wastewater plan meets or exceeds design requirements of the PWD.	Pending, see Attachment F for correspondence with PWD
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Septic System: Subsurface waste disposal. Attach a copy of the HHE 200 Report.	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Public Water: Attach a letter from the Portland Water District (PWD) that verifies the site can be served for the foreseeable future and that the proposed water plan meets or exceeds design requirements of the PWD.	Pending, see Attachment F for correspondence with PWD
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Potable water will be provided by an on-site well.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Power lines and telephone will be: <input checked="" type="checkbox"/> underground <input type="checkbox"/> overhead	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Electric Power will be: <input checked="" type="checkbox"/> Single Phase <input type="checkbox"/> 2 Phase <input type="checkbox"/> 3 Phase.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	The Natural Gas provider will be:	Unitil
<input checked="" type="checkbox"/>	<input type="checkbox"/>	The private hauler for Trash Pick-up will be:	Casella

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Who will be contracted for the disposal of construction and site debris?	Casella
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will the proposed use produce and/or involve the use of hazardous waste materials? If so, list all hazardous materials to be used and/or fabricated on site. Provide the name of a disposal company and Attach copies of agreements.	
YES	NO	EARTHWORK AND STOCKPILING (see Chapter 2)	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	The work associated with this project is not subject to the gravel pit provisions of Chapter 2, Section I C of the Code.	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	The volume of earth moving, removal, grading or filling activities for the proposed project is ten thousand (10,000) cubic yards of material or more.	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	There will be a temporary stockpile suitable for fill material for future use in construction of this project.	
The Planning Board may approve temporary stockpiles for a period of 12 months for construction of the proposed project. The Planning Board will not approve temporary stockpiles for the purposes of resale.			
YES	NO	SIGNAGE (see Chapter 2)	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Are there existing signs on-site? If so, how many are there and what is the total sign area in square feet?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is there proposed new signage? If so, please fill out the Sign Application Packet and include it with this application.	
YES	NO	FLOODPLAIN AND SHORELAND ZONING (see Chapter 2 and Chapter 5)	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is any part of the property within the Shoreland Overlay District or a flood hazard area that is subject to periodic flooding? If yes, explain.	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Are the 100 yr. Floodplain Zones and the Shoreland Zoning boundaries shown on the site plan?	N/A
YES	NO	STORMWATER MANAGEMENT (see Chapter 2 and 4 and the Stormwater Ordinance)	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will the construction activity disturb one acre or more?	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the parcel located within the Town of Gorham MS4 area?	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does this comply with chapter 500?	Via existing stormwater management system
YES	NO	HISTORIC PRESERVATION (see Historic Preservation Ordinance)	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this property an important historic or natural site, or adjacent to such a site? If yes, explain:	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this within a Historic District?	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Have you received a certificate of appropriateness from the Historic Preservation Commission? If so, please include in the submission.	
YES	NO	OTHER	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Erosion Control (see Chapters 2 and 4)	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lighting (see Chapters 2 and 4)	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Landscaping (see Chapters 2 and 4)	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Noise	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Technical and Financial Capacity	

YES	NO	PEDESTRIAN CIRCULATION (see Chapters 2 and 4)	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Are pedestrian facilities provided on and off site.	
YES	NO	BUSINESS HOURS	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Days of Operation:	All days
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Hours of Operation:	All hours (fenced and gated)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	This is a year round operation.	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	This is a seasonal operation. If so, what are the months of operation?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will there be more than one shift? If yes, please describe:	
YES	NO	TRAFFIC (see Chapters 2 and 4)	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Estimate the number of vehicle trips entering and exiting the site on a daily basis.	8 See Project Narrative for more information
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Estimate the number of vehicles entering and exiting the site during the busiest a.m. hour (list hours):	1
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Estimate the number of vehicles entering and exiting the site during the busiest p.m. hour (list hours):	1
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will there be delivery truck service? If so indicate the following: size (ft wide, ft long), number, type and frequency of delivery and service vehicles:	
YES	NO	STATE AND LOCAL PERMITS	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is a Maine Department of Environmental Protection (MDEP) Permit required? If so, list the permit.	Site Law previously approved
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is an Army Corps of Engineers approval/permit required? If so, list the permit.	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Are there any State or Federal approval required? If so, list the approval.	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Are there any State or Federal Licenses/ Permits required? If so, list the license/permit.	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	A Maine Construction General Permit (MCGP) is required where the area of disturbance is greater than one acre. Is an MCGP permit required?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is a variance from the Zoning Board of Appeals required? If yes, please describe:	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	List all other municipal permits and licenses required:	
ADDITIONAL COMMENTS:			

The undersigned hereby makes application to the Town of Gorham for approval of the proposed project and declares the foregoing to be true and accurate to the best of his/her knowledge.


 SIGNATURE: APPLICANT OR APPLICANT'S AGENT

02/14/2024

DATE

Jon Whitten, Jr., PE

PRINT NAME

APPLICANT'S CHECKLIST FOR PLAN REQUIREMENTS

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

The following checklists includes items generally required for development by the GORHAM LAND USE ORDINANCES and, due to projects specifics, are required to provide a complete and accurate set of plans, reports and supporting documentation. Please review Ordinances for complete requirements.

- A) Paper size:
 - No less than 11" X 17" (reduced) or greater than 24" X 36" (full)
- B) Scale size:
 - Under 10 acres: no greater than 1" = 30'
 - 10 + acres: 1" = 50'
- C) Title block:
 - Applicant's name and address
 - Name of preparer of professional consultants with license numbers and professional seals
 - Parcel's tax map identification (map – lot)
 - Date of plan preparation
- D) Boundary survey performed and sealed by licensed surveyor: Identify all existing boundary markers
 - Show all proposed boundary monuments (per ordinance)
 - Show all metes and bounds, rights of way and easements
 - Show names of adjacent lot owners and parcel tax map numbers
- E) Provide orientation:
 - Arrow showing true north and magnetic declination
 - Graphic scale
 - Parcel Owners and map and lot
 - Signature block for planning board
- F) Show location and description of:
 - Elevations of dwelling units. If applicable
 - All structures within 50 feet of the project parcel
 - All driveway entrances or accesses within 100 feet
- G) Show parcel data:
 - Zoning District(s)
 - Lots
 - Lot Widths
 - Lot Depths Street frontage
 - Building setback lines
 - Lot Areas
 - Rights-of-way
 - ROW area
 - Exist. & new street names
 - Wetlands
 - Wetland setback
 - Common tracts
 - Easements
 - undisturbed areas
 - Shoreland Zoning setbacks
 - Note on the subdivision plan regarding areas to be taped off and protected until project construction is completed.
- H)

IT IS THE RESPONSIBILITY OF THE APPLICANT TO PRESENT A CLEAR UNDERSTANDING OF THE PROJECT.

- L) Indicate required landscaping including:
 - Type of plant material
 - Plant/Tree sizes
 - Placement
 - Irrigation systems
- M) Legal Documents:
 - Easements
 - Deed of Covenant
 - PWD Agreement to serve
 - Homeowners' Association
 - Road Maintenance Docs
 - Deed docket & page numbers
- N) Provide a locus map at a scale not more than **400 feet to the inch** showing the relation to other properties and geographic features and show:
 - All the area within five hundred (500) feet of the boundary line of the proposed development;
 - Any smaller area between the tract and all existing streets, provided any part of such a street used as part of the perimeter for the locus map is at least five hundred (500) feet from any boundary of the proposed development.
- O) Show the locations of any
 - Parks
 - Preserved Open space
 - Conservation easements
 - Note on the subdivision plan regarding areas to be dedicated for public use and conditions of such dedication.
- P) Identify and locate each:
 - Easements
 - Rights-of-way
 - Street alignments
 - All intersecting property lines within 50 feet of the parcel.
- Q) Include plans, profiles and typical sections of all roads and other paved ways, including all relevant street data.
 - Intersections or
 - Distance to nearest intersection
 - Driveways onsite
 - Distance to nearest driveway
 - Sight visibility lines
- R) Show all existing and proposed lighting
 - Map of all street lighting, attached lighting, and area lighting
 - Location of lighted signs
 - Photo-metrics map
- S)
 - Indicate the location of any permanently installed machinery likely to cause appreciable noise at the lot lines.
- T) Provide description of these materials stored on the property:
 - Hazardous
 - Toxic
 - Raw Waste
- U)

<p>I) <input checked="" type="checkbox"/> Show names and addresses of all owners of record on abutting parcels and the assessor's map and lot numbers.</p> <p>J) <input checked="" type="checkbox"/> Label all zoning districts abutting the property boundaries.</p> <p>K) <input checked="" type="checkbox"/> Show locations of natural physical features such as water bodies, watercourses, forest cover, and ledge outcroppings.</p> <p><input checked="" type="checkbox"/> Show the location of existing and proposed Utilities and identify which utilities are to be privately owned/ municipally owned:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Overhead Electric <input checked="" type="checkbox"/> underground electric <input checked="" type="checkbox"/> Water mains <input type="checkbox"/> Wells <input checked="" type="checkbox"/> Gas mains <input checked="" type="checkbox"/> Cable TV <input checked="" type="checkbox"/> Sewer mains <input checked="" type="checkbox"/> Test pits <input type="checkbox"/> Septic tanks <input type="checkbox"/> Leach field <input checked="" type="checkbox"/> Storm drain lines <input checked="" type="checkbox"/> Catch basins <input checked="" type="checkbox"/> Culverts <input type="checkbox"/> Gutters <input type="checkbox"/> Stormwater storage basins <input type="checkbox"/> level spreaders <input type="checkbox"/> Rain gardens <input checked="" type="checkbox"/> Nearest fire hydrant 	<p><input checked="" type="checkbox"/> Show existing contours at two (2) foot intervals and finished grade elevations onsite and sufficiently offsite to demonstrate how the project is situated in the surrounding environment.</p> <p><input checked="" type="checkbox"/> Show proposed changes in the topography of the site at two (2) foot intervals.</p> <p>V) Indicate the location and dimensions of:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Sidewalks <input checked="" type="checkbox"/> Curbs <input checked="" type="checkbox"/> Driveways <input checked="" type="checkbox"/> Fences <input type="checkbox"/> Retaining walls <input checked="" type="checkbox"/> Other artificial features <p>W) Copies of State and Local permit applications:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Identify named streams, rivers, ponds on-or-within 250' of site <input checked="" type="checkbox"/> Notice of Intent <input type="checkbox"/> NRPA <input type="checkbox"/> Permit by Rule <input checked="" type="checkbox"/> All other applicable permits <p>X) <input type="checkbox"/> Copy of FIRM Map showing the proposed subdivision boundary to scale.</p> <p>NOTE TO APPLICANT: PRIOR TO THE SITE WALK, TEMPORARY MARKERS MUST BE ADEQUATELY PLACED THAT ENABLE THE PLANNING BOARD TO READILY LOCATE AND APPRAISE THE LAYOUT OF THE PROPOSED DEVELOPMENT.</p>
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AGENT AUTHORIZATION

PROPERTY DESCRIPTION	PHYSICAL ADDRESS/ LOCATION	65 Olde Canal Way		MAP(S)	34
				LOT(S)	3-3
APPLICANT(S) INFORMATION	NAME(S)	GenX Capital Partners, LLC.		MAILING ADDRESS	2 Cotton St. Portland, ME 04101
	PHONE	214-417-1218			
	EMAIL	mark@genxcp.com			
OWNER(S) INFORMATION	NAME(S)	Same as applicant		MAILING ADDRESS	
	PHONE				
	EMAIL				
APPLICANT'S AGENT INFORMATION	NAME	Jon Whitten, Jr., P.E.	BUSINESS NAME	Haley Ward, Inc.	
	PHONE	207-989-4824	MAILING ADDRESS	120 Main Street, #132 Saco, ME 04072	
	EMAIL	jwhitten@haleyward.com			

Said agent(s) may represent me/us before Gorham Town officers and the Gorham Planning Board to expedite and complete the approval of the proposed development for this parcel.

APPLICANT SIGNATURE


DATE _____

PLEASE TYPE OR PRINT NAME HERE

CO-APPLICANT SIGNATURE (if applicable)

DATE _____

PLEASE TYPE OR PRINT NAME HERE



APPLICANT'S AGENT SIGNATURE

02/12/2024

DATE _____

Jon Whitten, Jr., PE

PLEASE TYPE OR PRINT NAME HERE

AGENT AUTHORIZATION

PROPERTY DESCRIPTION	PHYSICAL ADDRESS/ LOCATION	65 Olde Canal Way		MAP(S)	34
				LOT(S)	3-3
APPLICANT(S) INFORMATION	NAME(S)	GenX Capital Partners, LLC.		MAILING ADDRESS	2 Cotton St. Portland, ME 04101
	PHONE	214-417-1218			
	EMAIL	mark@genxcp.com			
OWNER(S) INFORMATION	NAME(S)	Same as applicant		MAILING ADDRESS	
	PHONE				
	EMAIL				
APPLICANT'S AGENT INFORMATION	NAME	Jon Whitten, Jr., P.E.	BUSINESS NAME	Haley Ward, Inc.	
	PHONE	207-989-4824	MAILING ADDRESS	120 Main Street, #132	
	EMAIL	jwhitten@haleyward.com		Saco, ME 04072	

Said agent(s) may represent me/us before Gorham Town officers and the Gorham Planning Board to expedite and complete the approval of the proposed development for this parcel.

X
2/14/24
DATE

Mark McClure
PLEASE TYPE OR PRINT NAME HERE

X
DATE

CO-APPLICANT SIGNATURE (if applicable)
PLEASE TYPE OR PRINT NAME HERE

2/14/24
DATE

Jon H. Whitten, Jr., P.E.
APPLICANT'S AGENT SIGNATURE
PLEASE TYPE OR PRINT NAME HERE



PROJECT NARRATIVE

PROJECT DESCRIPTION

The proposed project generally consists of the development of 40 garage condominium units under the brand of “Luxury Motor Toys”. The project property is located at 65 Olde Canal Way in Gorham and has previously been approved for development under different applicant entities. This application is for a Non-Residential Major Amended Site Plan.

The property is described as Lot 3 on the second Amended Subdivision Plan for the Olde Canal Business Park and is currently permitted through a Site Location of Development Act (SLODA) Permit (L-23520-A-N) and Natural Resources Protection Act Permit (NAE-2007-1291) to support a maximum of 2.71 acres of new impervious area, 3.13 acres of developed/disturbed area, and 4,760 square feet of wetland impact. The applicant intends to comply with all existing State permit requirements and does not intend to apply for amendments to those permits.

The proposed Luxury Motor Toys Garage Condominium project is a collection of garage units that will be offered for sale to individual owners. Owners will become a member of an association and will have full responsibility for their garage unit and share in the responsibilities for common paved areas, clubhouse, water and sewer utilities, etc. Each unit will be approximately 27 feet in width by 37 feet in length, and include an open storage area, full bathroom, refrigerator and preparation area for food and beverage, and a mezzanine “living room” area. No bedroom area will be provided within the garage units and living in the units will be strictly prohibited. Access to the site will be restricted by a security gate and fencing.

The project will be serviced by public water, public sewer, natural gas, and underground power and communications.

EXISTING CONDITIONS

The subject property is currently undeveloped and forested. The site has moderate topography, with elevation ranging from 124 to 100 and slope 0-8%. There are some wetland areas within the project parcel. Olde Canal Way is an existing roadway with utility piping and stormwater management features included.

PROPOSED CONDITIONS / UTILIZATION OF THE SITE / NATURAL FEATURES

The site is proposed to be developed to the extent allowable by the existing permits. Wetlands and natural features, including vegetation, surrounding the development will be preserved to the greatest extent possible. Step-down grading of the garage units has been incorporated to reduce the impacts of grading and to avoid retaining walls.



ZONING

The project parcel is identified as Map 34 Lot 3-3 on the Town of Gorham's municipal tax maps and is located within the Olde Canal Industrial Zone (OCI). This development is an allowed use and conforms with this district's goal to provide additional tax revenue. This development is in conformance with all space and bulk standards of the OCI. Please see the Site Plan for more specific Space and Bulk requirements.

SITE ACCESS / INTERNAL CIRCULATION

This site will be accessed from Olde Canal Way via a new driveway entrance. The entrance and access aisles have been designed to facilitate the maneuvering of large vehicles such as emergency vehicles and pickup trucks with trailers. The access aisles are at least 40 feet wide and configured in a loop to facilitate maneuvers common with the storage of boats, cars and other vehicles.

TRAFFIC

The property is subject to a Maine Department of Transportation (MaineDOT) Traffic Movement Permit (TMP) as part of the original Subdivision approvals. As a condition of approval, a left turn warrant analysis must be conducted for Olde Canal Way at 50, 75, and 100% build-out phases. At present, five out of nine lots of the subdivision have been developed. The proposed development would be six out of nine, or 66% build-out, therefore it is our understanding that a left turn warrant analysis is not needed for this project.

According to the Mini-Warehouse Use (Use #151) as defined within the ITE Manual, we expect an average of 7.5 vehicle trip ends on any given day and one vehicle trip end during the peak hour.

PARKING

This project will provide enough parking to serve the development with 35 proposed spaces serving the needs of owners that are not likely to access the site on a daily basis. As discussed with Town Staff, at our Pre-application meeting, additional off-street parking may be utilized along Olde Canal Way if necessary.

UTILITIES

Lot 3-3 is currently served by public utilities located within Olde Canal Way. Sewer and gas services will be extended from existing stubs to serve the new site. Water services will be provided by tapping the main within Olde Canal Way to provide fire and domestic services. Electric service will be provided by overhead wires from the existing pole on the street. An existing fire hydrant is located within the project parcels frontage along Olde Canal Way.

Ability to Serve letters have been requested from the Portland Water District (PWD) and the correspondence is provided in **Attachment F**. We will continue to work with PWD to finalize the size of the proposed domestic and fire protection water services for the site.



STORMWATER & FLOODING

Stormwater runoff from the developed site is to be directed through a series of catch basins and conveyance pipes to a natural forested area of the site. Runoff will continue to flow to an existing storm drainpipe under Olde Canal Way, just north of the hammerhead. Runoff is then directed to the previously constructed Pond 3, which is located on Lot 4 of the subdivision. By directing runoff from the proposed impervious areas of the site to Pond 3, the project is complying with the original, approved stormwater management plan and permits. This project is not within a mapped FEMA flood hazard zone.

EROSION AND SEDIMENTATION CONTROL

An Erosion and Sedimentation Control Plan, meeting MDEP standards has been provided in **Attachment G**.

ARCHITECTURE / LANDSCAPING

A draft architectural rendering and floorplan of the proposed units have been provided in **Attachment H**. A landscaping schedule has been included as part of the provided Site Plan. In general, landscaping is provided to enhance the interior surroundings of the development.

EXTERIOR LIGHTING

The proposed development will be equipped with wall packs to light the areas around the garages and pole mounted fixtures to provide security lighting for the entrance ways and the clubhouse. The location and type of fixtures have been provided on the Site Plan and the photometric plan is provided as **Attachment I**,

SOLID WASTE

A 20-foot by 10-foot concrete pad, with fenced enclosures, has been provided for recycling and solid waste dumpsters. The location of this pad is shown on **Site Plan C-101**. Casella has been contacted to determine their capacity to serve this development privately.

SNOW STORAGE

Snow will be stockpiled onsite in areas shown on the Site plan around the perimeter of the pavement surface. It will be removed from the site by a contractor retained by the condominium association if conditions warrant.

COMPLIANCE WITH EXISTING PERMITS

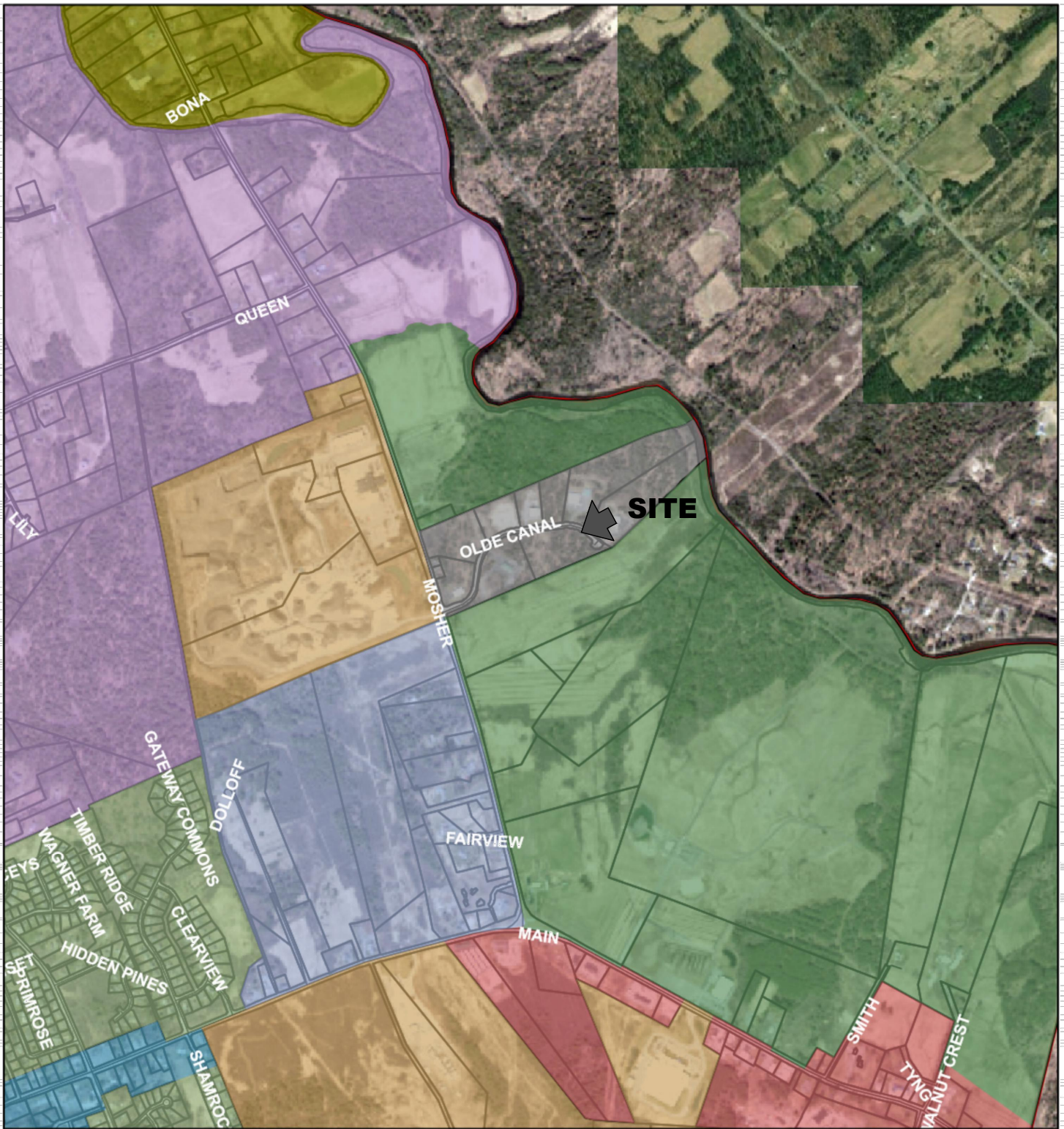
The project will comply abide by the existing permits that pertain to the site, including a SLODA Permit (L-23520-A-N) and NRPA Permit (NAE-2007-1291). Please see the Space and Bulk Table on the Site Plan for specific requirements and provisions for the maximum allowable impervious area and wetland alterations.



ATTACHMENT A

LOCUS AND TAX MAPS

65 OLDE CANAL WAY - TAX MAP



2/6/2024, 11:28:14 AM

1:24,000

Gorham Zoning - as of September 2023

- MC: Moshers Corner Mixed Use
- I: Industrial
- OCI: Olde Canal Industrial
- AI: Agricultural Industrial
- OR: Office Residential
- RC: Roadside Commercial
- UR: Urban Residential
- UR-MH: Urban Residential-Manufactured Housing

UREXP: Urban Residential Expansion

Parcels

Roadways

Gorham Town Boundary

Municipal Orthoimagery - Gorham 2022

Red: Band_1

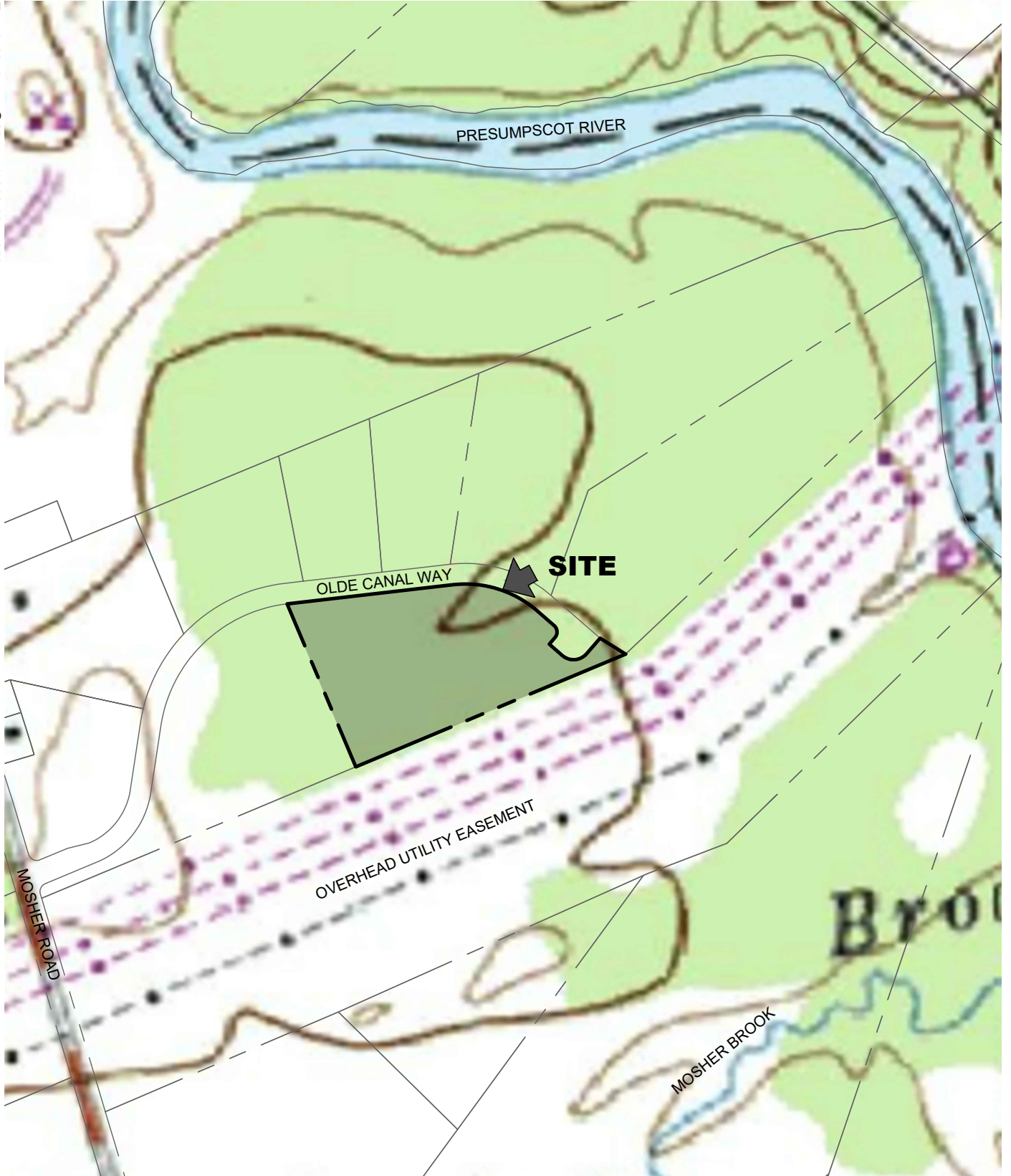
Green: Band_2

Blue: Band_3

0 0.15 0.3 0.6 mi

0 0.23 0.45 0.9 km

Maxar



SOURCE:
U.S.G.S. TOPOGRAPHIC QUADRANGLE
GORHAM
SCALE: 1"=400'



GORHAM, MAINE LOCATION MAP

2024.02.06
13773.003



ATTACHMENT B

PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT - LAND ONLY
("days" means business days unless otherwise noted, see paragraph 20)

November 3, 2023
Offer Date

11/06/2023, _____ Effective Date
Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between GenX Capital Partners LLC ("Buyer") and 65 Olde Canal Way, LLC ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy all part of (if "part of" see para. 22 for explanation) the property situated in municipality of Gorham, County of Cumberland, State of Maine, located at 65 Olde Canal Way and described in deed(s) recorded at said County's Registry of Deeds Book(s) 39018, Page(s) 132 (all).

3. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of [REDACTED]. Buyer has delivered; or will deliver to the Agency within 7 days of the Effective Date, a deposit of earnest money in the amount [REDACTED]. Buyer agrees that an additional deposit of earnest money in the amount of \$N/A will be delivered N/A. If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. This right to terminate ends once Buyer has delivered said deposit (s). The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

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

MM 

4. ESCROW AGENT/ACCEPTANCE: The Dunham Group ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until November 6, 2023 (date) 5 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on See #22 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or may terminate this Agreement in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.


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

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

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

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) no other. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

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

Page 1 of 5 Buyer(s) Initials 

Seller(s) Initials 

CONTINGENCY	YES	NO	FULL RESOLUTION		OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: Seller to provide Buyer with copies of surveys	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within	<u>10</u> days	Seller	Seller
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within	_____ days	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within	<u>60</u> days	Buyer	Buyer
4. LOCAL PERMITS Purpose: all necessary state and local permits to construct at least 30 motor toy condominiums	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within	<u>60</u> days	Buyer	Buyer
5. HAZARDOUS WASTE REPORTS Purpose: Seller to provide Buyer with copies of any hazardous waste reports	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within	<u>10</u> days	Seller	Seller
6. UTILITIES Purpose: _____	<input type="checkbox"/>	<input type="checkbox"/>	within	_____ days	_____	_____
7. WATER Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within	<u>60</u> days	Buyer	Buyer
8. SUB-DIVISION APPROVAL Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within	<u>60</u> days	Buyer	Buyer
9. DEP/LUPC/ACOE APPROVALS Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within	<u>60</u> days	Buyer	Buyer
10. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within	_____ days	_____	_____
11. HABITAT REVIEW/WATERFOWL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within	_____ days	_____	_____
12. REGISTERED FARMLAND Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within	_____ days	_____	_____
13. MDOT DRIVEWAY/ENTRANCE PERMIT Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within	<u>60</u> days	Buyer	Buyer
14. DEED RESTRICTION Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within	_____ days	_____	_____
15. TAX STATUS* Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within	_____ days	_____	_____
16. BUILD PACKAGE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	within	_____ days	_____	_____
17. OTHER Purpose: all necessary state and local approvals and permits to construct at least 30 motor toy condominiums to	<input checked="" type="checkbox"/>	<input type="checkbox"/>	within	<u>60</u> days	Buyer	Buyer

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

Further specifications regarding any of the above: #17 continued: Buyer's Sole Satisfaction

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

11. FINANCING: Buyer's obligation to close:

Not Subject to Financing

is not subject to a financing contingency. Buyer has provided Seller with acceptable proof of the funds.
is not subject to a financing contingency. Buyer shall provide proof of the funds acceptable to Seller within N/A days. If such proof is unacceptable to Seller, Seller may terminate this Agreement no later than N/A days from receipt.

Buyer's ability to purchase is not subject to the sale of another property. See addendum Yes No.

Subject to Financing

Buyer's obligation to close is subject to financing as follows:

- a. Buyer's obligation to close is subject to Buyer obtaining a Private Capital loan of 100.000 % of the purchase price, at an interest rate not to exceed prev. rate % and amortized over a period of 1 years.
b. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within days from the Effective Date of the Agreement.
c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee and Buyer's licensee.
d. After (b) is met, if the lender notifies Buyer that it is unable or unwilling to provide said financing, Buyer is obligated to provide Seller with written documentation of the loan denial within two days of receipt.
e. Buyer agrees to pay no more than 0 points. Seller agrees to pay up to \$N/A toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
f. Buyer's ability to obtain financing is not subject to the sale of another property. See addendum Yes No.
g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void and Seller's obligations pursuant to 11e shall remain in full force and effect.

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

Sylvas Hatch/Theodore Haffenreffer (016115) of The Dunham Group (1795)
Licensee MLS ID Agency MLS ID
is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker
Jeff Clark () of eXp Commercial, LLC ()
Licensee MLS ID Agency MLS ID
is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

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

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

14. DEFAULT/RETURN OF EARNEST MONEY: Buyer's failure to fulfill any of Buyer's obligations hereunder shall constitute a default and Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. Seller's failure to fulfill any of Seller's obligations hereunder shall constitute a default and Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money.

15. MEDIATION: Earnest money or other disputes within the jurisdictional limit of small claims court will be handled in that forum. All other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement (other than requests for injunctive relief) shall be submitted to mediation in accordance with generally accepted mediation practices.

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

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

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

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

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

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

22. OTHER CONDITIONS:

Seller agrees to provide the following information to Purchaser fifteen (15) calendar days after the effective date of the Agreement:

- A) Any Surveys, Engineering, Architectural Drawings and Disclosures
- B) Any Inspection or Environment Reports (if applicable)
- C) All information and documentation used for approval of Industrial Building
- D) All other due diligence deemed necessary by Buyer


Buyer and Seller agree closing will be 30 calendar days from the date Buyer receives all necessary state and local approvals and permits to construct at least 30 motor toy condominiums.

23. GENERAL PROVISIONS:

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

24. ADDENDA: Yes No Explain: Addendum 1





ADDENDUM 1 TO AGREEMENT

Addendum to contract dated November 3, 2023

between 65 Olde Canal Way, LLC

(hereinafter "Seller")

and GenX Capital Partners LLC

(hereinafter "Buyer")

property located at 65 Olde Canal Way, Gorham,


Buyer shall have 60 calendar days from the execution of the Definitive Agreement (the "Due Diligence Period") to obtain all necessary town and state approvals and permits to construct at least 30 luxury motor toy condominiums as well as a clubhouse.

In addition, at its sole cost and expense, to conduct any and all inspections, review all documents and request additional information necessary to satisfy concerns regarding value of assets and viability of the business. If Buyer is unable to obtain all necessary town and state approvals and permits within 60 calendar days, Seller agrees to extend due diligence (paragraph 10 of the Agreement) in 30 day increments for \$5,000 "option payment" per 30 day extension.

The additional \$5,000 option payments will be credited towards the purchase price, but non-refundable Continued... See Addendum Addendum Terms and Conditions 1

Parties acknowledge Agency's advice to seek legal, tax and other professional advice as necessary in connection with sale/purchase of property.

Authenticated: 11/03/2023
GenX Capital Partners LLC
Buyer
11/03/2023 PM GMT
Date
GenX Capital Partners LLC


Seller
65 Olde Canal Way, LLC
11/6/23
Date

Buyer Date

Seller Date

Buyer Date

Seller Date

Buyer Date

Seller Date



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

Buyer's Mailing address is _____

11/03/2023
 BUYER Genit Capital Partners LLC DATE BUYER DATE
 BUYER DATE BUYER DATE

Seller hereby accepts the offer set forth above.

Seller's Mailing address is c/o Redstone PO Box 790, Burlington, VT 05402

11/6/23
 SELLER 65 Olde Canal Way, LLC DATE SELLER DATE
 SELLER DATE SELLER DATE

COUNTER-OFFER

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

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

SELLER DATE SELLER DATE
 SELLER DATE SELLER DATE

The Buyer hereby accepts the counter offer set forth above.

BUYER DATE BUYER DATE
 BUYER DATE BUYER DATE

EXTENSION

The closing date of this Agreement is extended until _____ DATE

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



ADDENDUM

PROPERTY: 65 Olde Canal Way, Gorham,

1) Addendum Terms and Conditions

in the event the sale doesn't take place. Option payments may be made up to 1 year, however, deposits will not be credited towards the purchase price after 180 days from the effective date of the purchase and sale agreement. The initial \$5,000 deposit shall be refundable up to the 60 calendar day mark for initial due diligence, if at the end of that period the buyer chooses not to move forward.

Notwithstanding anything else in this Agreement, including Section 11, all option payments made after the initial 60 day Due Diligence period shall be non-refundable for any reason.



MM

Date: 11/03/2023

Authentic
Agent Capital Services LLC
Signature

Date: 11/6/23

Signature *seller*

Date:

Date:

Signature

Signature

Addendum



ATTACHMENT C

FINANCIAL CAPACITY LETTER



FINANCIAL CAPACITY

Please refer to the attached letter, from Titan Funding, demonstrating the financial capacity to fund this project.



January 15th, 2024

To Whom It May Concern

Re: Mark McClure- Financial Capacity

Titan Funding, a Boca Raton, FL direct lender, has provided Mark McClure with tens of millions of dollars for various development projects, including his current \$24 million, 45-unit condo development in Greater Portland, Maine where we hold a second position of \$5.7 million.

Based on our past dealings with Mr. McClure, we can confirm that Mark and his team have the financial capacity and expertise to close transactions of up to \$100 million. As for this Motor Toys project, we have offered to provide the construction financing for the \$10 million development, but Mark and his team are looking at all options at this point.

Please don't hesitate to reach out if you have any questions.

Thanks

A handwritten signature in black ink, appearing to read 'E. Piazza'.

Edward Piazza
President



ATTACHMENT D

TECHNICAL ABILITY



TECHNICAL ABILITY

The following are key members of the development team:

- 1) GenX Capital Partners, LLC., Portland, Maine
- 2) Haley Ward, Inc., Saco, Maine

GenX Capital Partners, LLC is an experienced development company with a history of successful land development projects in various locations. Examples of some of their recent projects are included in the Financial Capacity section of this application packet.

Haley Ward, Inc. (Haley Ward) is a fully integrated consulting firm that provides engineering, surveying, planning, and scientific services for a wide range of projects, including projects comparable to the proposed Luxury Motor Toys Condominiums. Jon Whitten Jr., P.E. has overseen the preparation of this application. Included are resumés for Haley Ward personnel involved with the design and preparation of this application.

Haley Ward has worked with the Applicant/Owner, listed above, on other projects.



ATTACHMENT E

CORPORATE GOOD STANDING



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: **Wed Jan 24 2024 09:35:36**. Please print or save for your records.

Legal Name	Charter Number	Filing Type	Status
GENX CAPITAL PARTNERS LLC	20201169FC	LIMITED LIABILITY COMPANY DOING BUSINESS IN MAINE	GOOD STANDING

Qualification Date	Expiration Date	Jurisdiction
05/12/2020	N/A	FLORIDA

Other Names (A=Assumed ; F=Former)
NONE

Principal Home Office Address

Physical

488 NE 18TH STREET
UNIT 4612
MIAMI, FL 33132

Mailing

488 NE 18TH STREET
UNIT 4612
MIAMI, FL 33132

Clerk/Registered Agent

Physical

REGISTERED AGENTS INC
62 PORTLAND RD
STE 25A
KENNEBUNK, ME 04043

Mailing

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ATTACHMENT F

ABILITY TO SERVE CORRESPONDENCE

From: Andrew Godfrey <agodfrey@haleyward.com>
Sent: Thursday, February 8, 2024 4:56 PM
To: Robert Bartels <rbartels@pwd.org>
Subject: RE: PWD Ability to Serve - 65 Olde Canal Lane

Thanks Bobby, good to know on the low flows not able to be picked up by the big meter. The layout looks good, please see the attached plan for review.

I reached out to Gorham code on the floor drain connections, and they would like us to incorporate the individual oil/grit separators and an external clean-out tank.

From: Robert Bartels <rbartels@pwd.org>
Sent: Thursday, February 8, 2024 2:19 PM
To: Andrew Godfrey <agodfrey@haleyward.com>
Subject: RE: PWD Ability to Serve - 65 Olde Canal Lane

Andrew,

Please see attached. The biggest issue is that this project cannot do a single line in for fire and domestic. I have marked up the plan that I think best represents what the project can do for an acceptable domestic and fire service. Of course there are some tweaks to the alignment, but I think this is your best bet. Please let me know if you have questions.

Thanks,

From: Andrew Godfrey <agodfrey@haleyward.com>
Sent: Thursday, February 8, 2024 11:33 AM
To: Robert Bartels <rbartels@pwd.org>
Subject: RE: PWD Ability to Serve - 65 Olde Canal Lane

Hey again Bobby,

Please see the attached utility plan for PWD's ability-to-serve water and wastewater.

We've landed on using a single tap of the main, meter pit and above-ground backflow, and circulate it through the site.

Thank you for your review,

From: Andrew Godfrey
Sent: Monday, February 5, 2024 12:08 PM
To: Robert Bartels <rbartels@pwd.org>; Charlene Poulin <CPoulin@pwd.org>
Cc: Drew Olehowski <dolehowski@haleyward.com>
Subject: RE: PWD Ability to Serve - 65 Olde Canal Lane

Thanks Bobby. We are coordinating with the Town on what they'd like to see for protection from the garage floor drains. See the attached plan for installing services from the main in the street. What is our best option for metering and backflow prevention for this site with so many individual units? A pit? We do not need to meter the individual buildings. Could we have a single 8" line enter and traverse the property with domestic runs for each building plugged off the main?

From: Robert Bartels <rbartels@pwd.org>
Sent: Friday, January 26, 2024 8:35 AM
To: Andrew Godfrey <agodfrey@haleyward.com>; Charlene Poulin <CPoulin@pwd.org>
Cc: Drew Olehowski <dolehowski@haleyward.com>
Subject: RE: PWD Ability to Serve - 65 Olde Canal Lane

Andrew,

The water service stubs are not there. The water services were never installed.

Yes, the floor drains can hook into the sewer system.

You will want to work with Town of Gorham on any requirement they have for onsite sewer (for example oil/water separator). I think you said these are car/boat storage. I could see the Town possibly wanting to have some protection if people are changing oil or other car/boat fluids in their garage. Charlene, what do you think?

Thanks,

From: Andrew Godfrey <agodfrey@haleyward.com>
Sent: Thursday, January 25, 2024 1:36 PM
To: Robert Bartels <rbartels@pwd.org>
Cc: Drew Olehowski <dolehowski@haleyward.com>; Charlene Poulin <CPoulin@pwd.org>
Subject: RE: PWD Ability to Serve - 65 Olde Canal Lane

Hey Bobby,

Thanks for the quick response. Plan mark-ups attached. Interesting that your Sebago plan (1/2022) does not show the water service stubs beyond the property line and the As-Builts do show them (11/2022). Those stubs are there, correct?

The Floor Drains (not shown on plans) are necessary for the storage garages..... Can those hook into sewer or is there another process that PWD requires?

Thank you,
Andrew

From: Robert Bartels <rbartels@pwd.org>
Sent: Thursday, January 25, 2024 8:11 AM
To: Andrew Godfrey <agodfrey@haleyward.com>; AMaP MEANS <means@pwd.org>
Cc: Drew Olehowski <dolehowski@haleyward.com>; Charlene Poulin <CPoulin@pwd.org>
Subject: RE: PWD Ability to Serve - 65 Olde Canal Lane

Andrew,

The sewer looks fine, you are showing one connection to the sewer main through a stub that is already stubbed to the property. No issue here. Please see previous design. You may want to consider a clean out manhole on private.

Please see attached plan set from 2022. The services in this plan were never installed. Your project will need to install the fire and domestic services.

Please revise and resubmit.

Thanks,

ROBERT BARTELS, P.E.

Senior Project Engineer

 207-699-5144

 rbartels@pwd.org

 <https://www.pwd.org/>



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Hello PWD,

We are working on a new project (65 Olde Canal Way, Map 34 Lot 3) in Gorham on Olde Canal Business Park. This property had 3 or 4 prior concepts over the years so you may have issued previous ability-to-serve. It appears from as-built plans that there is a domestic and fire stubs, we would like confirmation your infrastructure mapping in this area. It also appears that there are two separate sewer stubs.

The newest rendition is 30-40 garages for vehicle/boat storage with a single kitchen and bathroom within each garage. These will require fire protection.

Our most pressing question is that we will need floor drains within each garage and would like to know what the PWD would like to see as far as connection of these drains to the sewer or the necessity to collect them separately?

Attached is a preliminary plan and a fixture count sheet.

Thank you for your assistance,



ATTACHMENT G

EROSION CONTROL AND MAINTENANCE PLAN



EROSION CONTROL AND MAINTENANCE PLAN

These erosion control notes address permanent stabilization measures, seeding, and mulching rates, as well as the timing of installation. Construction and installation details are also provided for the project. Additional descriptions and specifications are provided in the Erosion and Sedimentation Control Plan. The development is located within the MS4 permit area for the Town of Gorham, and will be subject to regular inspections of erosion control measures.

An Inspection and Maintenance Plan has been included in this section. This plan includes a list of measures to be inspected and maintained. It also includes the frequency and responsible parties to implement the plan. A Housekeeping Plan has also been submitted; this plan provides controls to address spill prevention and possible contamination of the site.



EROSION AND SEDIMENTATION CONTROL PLAN

A. Narrative: The proposed construction will require the implementation of temporary and permanent erosion control measures. These measures will be implemented in accordance with the Maine Erosion and Sediment Control Best Management Practices (BMPs) Manual, prior to removal of any on-site vegetation or disturbance of any on-site soil. The general erosion and sediment control specifications and details, as provided within this section, are intended to describe measures to be used by contractors working on the site to maintain compliance with the standards established in the BMPs. These standards include information on temporary and permanent erosion control measures, rates of seeding and applied mulch, slope and soil stabilization, effect of construction schedule, and other details. The proposed location and use of erosion control measures on-site are shown on the Site Plan C-101 located in this application. There are no known existing erosion control concerns with the site.

This site is located within the MS4 permit area for the Town of Gorham, and thus requires extra vigilance in the implementation of proper erosion control measures. They will be required by site conditions to confine sediment and debris within the limit of soil disturbance. Proper use and maintenance of erosion control measures will provide protection against off-site transport of sediment and discharge of sediment to undisturbed areas of the development.

B. Construction Schedule:

DESCRIPTION	TIME FRAME
Project Begins	Summer 2024
Project Completion	Fall 2024

C. Site Features: For site features please refer to the enclosed plan.

D. Temporary and Permanent Erosion Control Measures: For temporary and permanent erosion control measures please refer to the enclosed plan.

E. Limits of Disturbed Areas: Areas of disturbance will be limited to the proposed work shown on the enclosed plan. The main aspect of the project is a condominium /storage development. Areas outside of the development and grading area will maintain its existing land cover.

F. Design Drawings and Specifications: For design drawings please refer to the enclosed plan. The following specifications will be utilized by the site contractor during construction of the project.



EROSION CONTROL PLAN SPECIFICATIONS

A. General

1. All work and measures will be as per the Maine Erosion and Sediment Control BMPs manual.
2. The following specifications will be employed.

B. Prior to Construction

1. Prior to the beginning of construction, erosion and sedimentation controls shall be in place.

C. During Construction

1. Exposed soil surfaces will be treated immediately if they are to remain ungraded more than 30 days, or if they are at final grades.
2. Drainage ways, either designed or incidental, will have filter barriers installed.
3. All work and materials necessary to minimize sediment loss from the site will be provided.
4. All erosion control measures will be inspected and repaired after every rainfall greater than ½-inch and at least daily during rain events lasting longer than 24 hours.

D. Post Construction

1. Erosion control measures will be maintained until permanent soil stabilization has been achieved with a growth of vegetation greater than 90%.



SOIL PROTECTION AND EROSION CONTROL

PART 1 - GENERAL

1.01 Description of Work

- A. Provide and maintain devices to control erosion, siltation, sedimentation, and dust that occur during construction operations. Undertake every reasonable precaution and do whatever is necessary to avoid erosion of soil and to prevent silting of wetland areas and drainage ditches.
- B. Provide measures to control dust caused whether on or off the project site.
- C. Deficiencies in erosion control measures indicated by failures or erosion will be corrected as soon as reasonably possible by providing additional measures or different techniques to correct the situation and prevent subsequent erosion.
- D. Exposure of soils on embankments, excavations, and graded areas will be kept as short as possible. Initiate seeding and other erosion control practices as soon as reasonably possible.

1.02 Quality Assurance

- A. Conform to all requirements of applicable Federal, State and local permits and conform to the recommendations of the Maine Erosion and Sediment Control BMPs whether the measures are specifically noted herein, or not.
- B. Standards: Maine Erosion and Sediment Control BMPs Manual, hereinafter called Erosion Control Handbook.

PART 2 - PRODUCTS

2.01 Materials: Use the following materials to implement and construct erosion control measures.

- A. Hay Bale: Rectangular shaped bales of hay or straw weighing at least 40 pounds per bale; free from noxious weed seeds and rough or woody materials.
- B. Mulch: Type and use as specified by the Erosion Control Handbook
 - 1. Long fibered hay or straw in dry condition and which are relatively free of weeds and foreign matter detrimental to plant life.
 - 2. Mulch netting: Plastic or nylon mesh netting with approximate openings of ¼-inch to 1-inch.



C. Permanent Seeding: Cut and fill slopes and disturbed areas will be stabilized as follows:

1. Four inches of loam will be spread over disturbed areas and smoothed to a uniform surface.
2. In lieu of tests, agricultural limestone will be spread at the rate of three tons per acre. 10-20-20 fertilizer will follow at the rate of 800 lbs. per acre. These two soil additives will be incorporated into the soil prior to seeding.
3. Following seed bed preparation, back slopes will be seeded to a mixture of 83% creeping red fescue, and 17% rye grass. Seeding rate is 3 lbs. per 1,000 square feet. Lawn quality sod may be substituted for seed.
4. Hay mulch at the rate of 90 lbs. per 1,000 square feet of a hydro-application of asphalt, wood, or paper fiber will be applied following seeding. A suitable binder such as curason or terrtack will be used on hay mulch for wind control.
5. If final seeding of the disturbed areas is not completed by September 15th of the year of the construction, then on that date these areas will be graded and a cover crop of rye at the rate of 112 lbs/acre or 3 lbs/1,000 sq. ft. will be applied. The rye seeding will be preceded by an application of 3 tons of lime and 800 lbs. of 10-20-20 fertilizer or its equivalent and covered by a layer of jute mat to aide in stabilization.

PART 3 - EXECUTION

3.01 Construction

A. Hay Bales:

1. Install as directed by Erosion Control Handbook, and stake with required stakes.

B. Mulch:

1. Undertake after each area has been properly prepared.
2. When seed for erosion control is sown prior to placing the mulch, place mulch on the seeded areas within 48 hours after seeding.
3. Blowing chopped mulch will be permitted.



4. Hay mulch should cover the ground enough to shade it, but the mulch should not be so thick that a person standing cannot see the ground through the mulch.
5. Remove matted mulch or bunches.

C. Temporary Erosion Control Matting (where necessary):

1. Surface Preparation:
 - a. Conform to grades for slopes and ditches shown of the drawings.
 - b. Finish to a smooth and even condition with all debris, roots, stones, and lumps raked out and removed.
 - c. Loosen soil surface to permit bedding of the matting.
 - d. Unless otherwise directed, apply seed prior to placement.
2. Installation:
 - a. Place strips lengthwise in the direction of the flow of water.
 - b. Where strips are laid parallel or meet as in a tee, overlap at least four inches.
 - c. Overlap ends at least six inches in a shingle fashion.
 - d. The up-slope end of each strip of the matting will be turned down and buried to a depth of not less than six inches with the soil firmly tamped against it.
 - e. Build check slots at right angles to the direction of the flow of water. Space so that one check slot or one end occurs within each 50 feet of slope length. Construct by placing a tight fold of the matting at least six inches vertically into the ground and tamp the same as up-slope ends.
 - f. Bury edges of matting around the edges of the catch basins and other structures.
 - g. Where determined by the Engineers, additional seed will be spread over matting, particularly at those locations disturbed by building the slots. Matting will then be pressed onto the ground with a light lawn roller or by other satisfactory means.
 - h. Drive staples vertically into the ground flush with the surface.
 - i. On slopes flatter than 4:1, space staples not more than three feet and one row, alternately spaced, down the center.
 - j. On grades 4:1 or steeper, place in the same three rows, but spaced two feet apart.
 - k. On all overlapping or butting edges, double the number of staples, with the spacing halved; all ends of the matting and all required check slots will likewise have staples spaced every foot.



D. Permanent Seeding:

1. Seed with appropriate seeds and application rates as noted in Section 2.01C.
2. Mulch areas where seeding has been applied. Do not mulch seeded areas where matting will be immediately installed.

E. Topsoil Storage:

1. Topsoil which is stockpiled on the site for use in loam applications will be placed out of natural drainages, in piles that have side slopes of 2:1 to 1.5:1.
2. A trench (depth as required) will be constructed around the base of the pile to prevent eroding soil from washing into drainages.

F. Dust Control: Utilize the application of sprinkled water to reduce the emission of airborne soil particulates from the Project site.

G. Temporary Berms: Construct temporary barriers along the toe of embankments using side drains as necessary.

H. Temporary Basins: Construct temporary sedimentation basins adequate to avoid siltation of surface water bodies.

I. Other Temporary Measures:

1. Type and use will be as specified in the Erosion Control Handbook.

J. Winter Stabilization Notes

1. At this time, it is not expected that significant soil disturbance will occur during winter months or periods of heavy icing. If construction is performed during these times, the following construction practices will be followed.
 - a. All disturbed areas not stabilized with stone or other measures will have approved erosion control matting installed and be dormant seeded.
 - b. No frozen soil material or material containing significant snow or ice will be used for fill material.
 - c. All material stockpiles will have silt fence and/or hay bales installed downgradient of piles.
 - d. Follow general erosion control notes described previously wherever possible and as conditions permit.



3.02 Maintenance

- A. Inspect erosion control practices immediately after each rainfall greater than ½-inch and at least daily during rainfall lasting longer than 24 hours or snowmelt for damage. Provide maintenance and make appropriate repairs or replacements.
- B. Remove silt from around hay bales when it has reached one foot above grade or prior to expected heavy runoff or siltation.
- C. Repair matting if any staples become loosened or raised, or if any matting becomes loose, torn, or undermined, make satisfactory repairs immediately.

3.03 Removal of Temporary Erosion Control

- A. Remove temporary materials and devices when permanent soil stabilization has been substantially achieved. For vegetated areas, substantially complete means 95% vegetated cover has been established.
- B. Level and grade to the extent required to present a sightly appearance and to prevent any obstruction of the flow of water or any other interference with the operation of or access to the permanent works.
- C. Remove unsuitable materials from site and dispose of them in a lawful manner.



INSPECTION AND MAINTENANCE

The following Maintenance Plan will be employed for this facility. The condominium association will be responsible for all maintenance according to their maintenance agreement. Erosion control measures for this site were designed by:

Jon Whitten, Jr., P.E.
Haley Ward, Inc.
120 Main Street
Saco, Maine 04072
(207) 283-9151
jwhitten@haleyward.com

A Pre- and Post-Construction Maintenance Plan for erosion control measures are included in this section.



MAINTENANCE PLAN

The MDEP's Stormwater Management for Maine: Best Management Practices (2006), and the MDEP's Chapter 500: Stormwater Management were used as guidelines in the development of this Maintenance Plan. General maintenance requirements are listed below.

A. DURING CONSTRUCTION

The general contractor will be responsible for the inspection and maintenance of all stormwater management system components during construction.

Inspection: Inspection of disturbed and impervious areas, erosion control measures, materials' storage areas that are exposed to precipitation, and locations where vehicles enter or exit the site will be performed at least once a week as well as before and after a storm event, and prior to completing permanent stabilization measures. Inspections shall be conducted by a person with knowledge of erosion and stormwater control, including the standards and conditions in the permit.

Maintenance: All erosion control measures will be kept in effective operating condition until areas are permanently stabilized. If BMPs need to be maintained or modified, additional BMPs are necessary, or other corrective action is needed, implementation will be completed within 7 calendar days and prior to any rainfall event.

Documentation: A log shall be kept summarizing the inspections and any corrective action taken. A copy of the log is provided at the end of this section, and is titled, Construction Inspection Log.

B. POST-CONSTRUCTION

The Owner or their assigns will be responsible for the inspection and maintenance of all stormwater management system components.

Inspection and Corrective Action

1. Vegetated Areas: Inspections and maintenance of vegetated areas will be performed early in the growing season or after significant rainfall to identify any erosion problems. Areas where erosion is evident will be covered with an appropriate lining, or erosive flows will be diverted to an area able to handle the flows. Any bare areas or areas with sparse growth will be replanted.



2. Ditches, Swales, and Culverts: Inspections and maintenance of ditches, culverts, and swales will be performed in the Spring, late Fall, and after rain events greater than 1-inch in depth to remove any obstructions to flow, to remove any accumulated sediments within the structures, and to repair any erosion of channel linings, check dams, inlet protection, or outlet protection. Vegetated ditches and swales must be mowed no more than twice per year and cut no less than 6-inch in height.
3. Inspection shall be performed by an individual with experience and/or training on the maintenance and functions of these devices.
4. Documentation: A log will be kept summarizing the inspections, maintenance, and any corrective action taken. A copy of the log is provided at the end of this section, and is titled, BMP Inspection Log.
5. Recertification requirement. Within three months of the expiration of each five-year interval from the date of issuance of the permit, the permittee shall certify the following to the department.
 - A. All areas of the project site have been inspected for areas of erosion, and appropriate steps have been taken to permanently stabilize these areas.
 - B. The erosion and stormwater maintenance plan for the site is being implemented as written, or modifications to the plan have been submitted to and approved by the department, and the maintenance log is being maintained.



HOUSEKEEPING

1. Spill Prevention - During construction, controls will be used to prevent pollutants from being discharged from materials on site, including storage practices to minimize exposure of the materials to stormwater, and appropriate spill prevention, containment, and response planning and implementation.
2. Groundwater Protection - During construction, liquid petroleum products and other hazardous materials with the potential to contaminate groundwater will not be stored or handled in areas of the site draining to an infiltration area. Dikes, berms, sumps, and other forms of secondary containment that prevent discharge to groundwater may be used to isolate portions of the site for the purposes of storage and handling of these materials.
3. Fugitive Sediment and Dust - Actions will be taken to ensure that activities do not result in noticeable erosion of soils or fugitive dust emissions during or after construction. Oil will not be used for dust control. Water will be used for dust control during construction.

Operations during wet months that cause mud to be tracked off the site onto public roads will provide sweeping of the road areas at least once per week and prior to significant storm events.

4. Debris and Other Materials - Litter, construction debris, and chemicals exposed to stormwater will be prevented from becoming a pollutant source. The nature of this development will not cause problems related to debris and other materials.
5. Trench or Foundation De-Watering - If de-watering is necessary, the collected water will be removed from the ponded area and spread through natural wooded buffers or discharged into a construction sedimentation basin. The water will not be allowed to flow over disturbed areas to the site.



LUXURY TOYS CONDOMINIUMS CONSTRUCTION INSPECTION LOG

Inspection Date	Inspector (Name and Qualifications)	Major Observations	Work Performed

Notes

- 1) Major Observations include the operation and maintenance of erosion and sedimentation controls, materials storage areas, and vehicle access points to the parcel. Major Observations must include BMPs that need maintenance, BMPs that failed to operate as designed or proved inadequate for a particular location, and locations(s) where additional BMPs are needed. For each BMP requiring maintenance, BMP needing replacement, and location needing additional BMPs, note in the log the corrective action taken and when it was taken.
- 2) Work Performed will include a description of the corrective action taken, the date the corrective action was taken, and the name and qualifications of the person taking the corrective actions
- 3) The log must be made accessible to MDEP staff and a copy must be provided upon request.
- 4) The permittee shall retain a copy of the log for a period of at least three years from the completion of permanent stabilization.

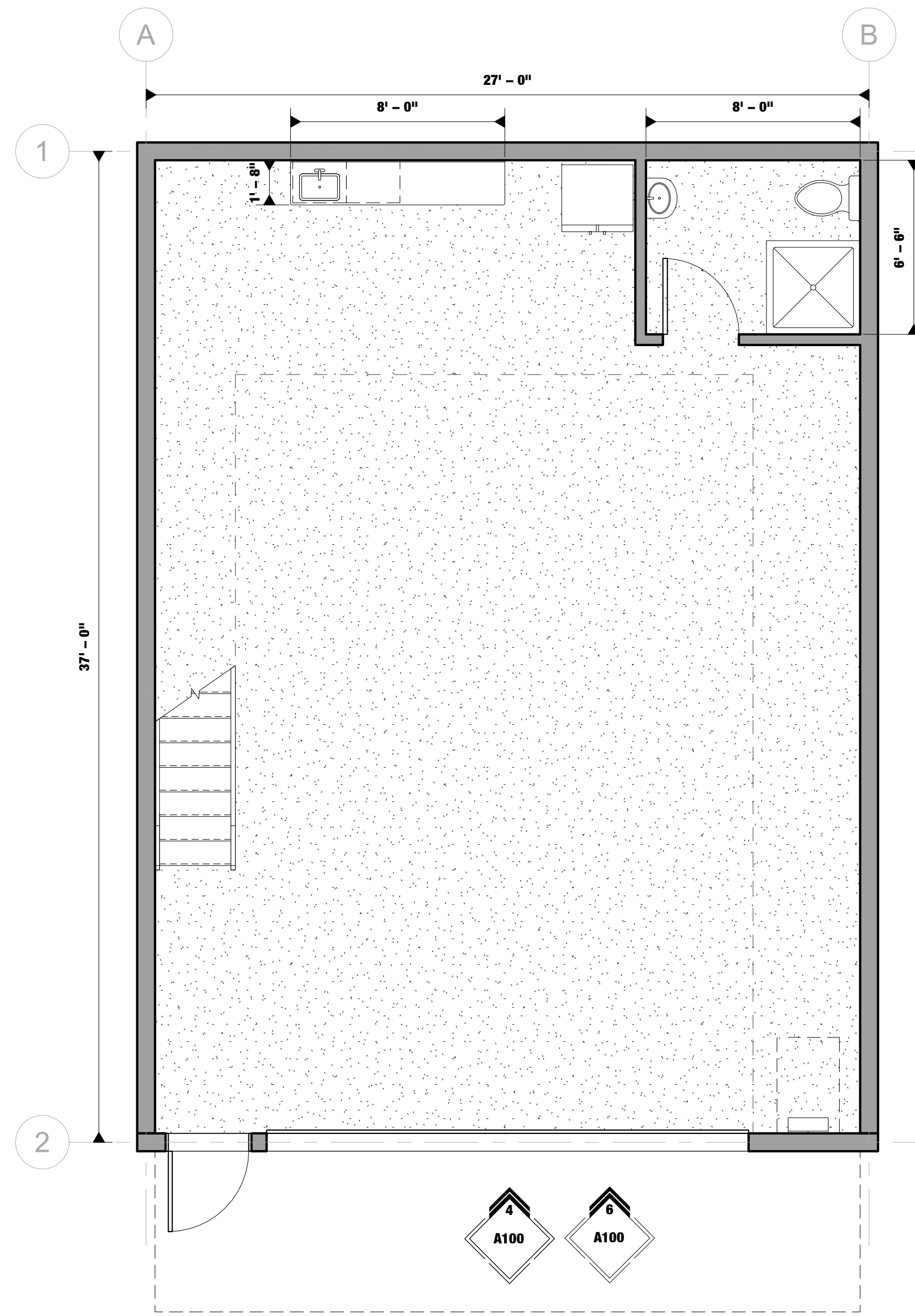


INSPECTION AND MAINTENANCE PLAN FOR STORMWATER MANAGEMENT STRUCTURES (BMPS)		
	INSPECTION SCHEDULE	CORRECTIVE ACTIONS
VEGETATED AREAS	Annually early spring and after heavy rains	Inspect all slopes and embankments and replant areas of bare soil or with sparse growth
		Armor fill erosion areas with riprap or divert the runoff to a stable area
		Inspect and repair down-slope of all spreaders and turn-outs for erosion
		Mow vegetation as specified for the area
DITCHES, SWALES AND OPEN STORMWATER CHANNELS	Annually spring and late fall and after heavy rains	Remove obstructions, sediments or debris from ditches, swales and other open channels
		Repair any erosion of the ditch lining
		Mow vegetated ditches
		Remove woody vegetation growing through riprap
		Repair any slumping side slopes
CULVERTS	Spring and late fall and after heavy rains	Repair riprap where underlying filter fabric or gravel is showing or if stones have dislodged
		Remove accumulated sediments and debris at the inlet, outlet, or within the conduit
		Remove any obstruction to flow
ROADWAYS	Annually in the spring or as needed	Repair any erosion damage at the culvert's inlet and outlet
		Clear and remove accumulated winter sand in parking lots and along roadways
		Sweep pavement to remove sediment
		Grade road shoulders and remove accumulated winter sand
		Grade gravel roads and gravel shoulders
RESOURCE AND TREATMENT BUFFERS	Annually in the spring	Clean-out the sediment within water bars or open-top culverts
		Ensure that stormwater runoff is not impeded by false ditches or sediment in the shoulder
		Inspect buffers for evidence of erosion, concentrated flow, or encroachment by development
		Manage the buffer's vegetation with the requirements in any deed restrictions
		Repair any sign of erosion within a buffer
		Inspect and repair down-slope of all spreaders and turn-outs for erosion
OTHER PRACTICES	As specified for devices	Install more level spreaders, or ditch turn-outs if needed for a better distribution of flow
		Clean-out any accumulation of sediment within the spreader bays or turnout pools
		Mow non-wooded buffers no shorter than six inches and less than three times per year
		Contact the department for appropriate inspection and maintenance requirements for other drainage control and runoff treatment measures.

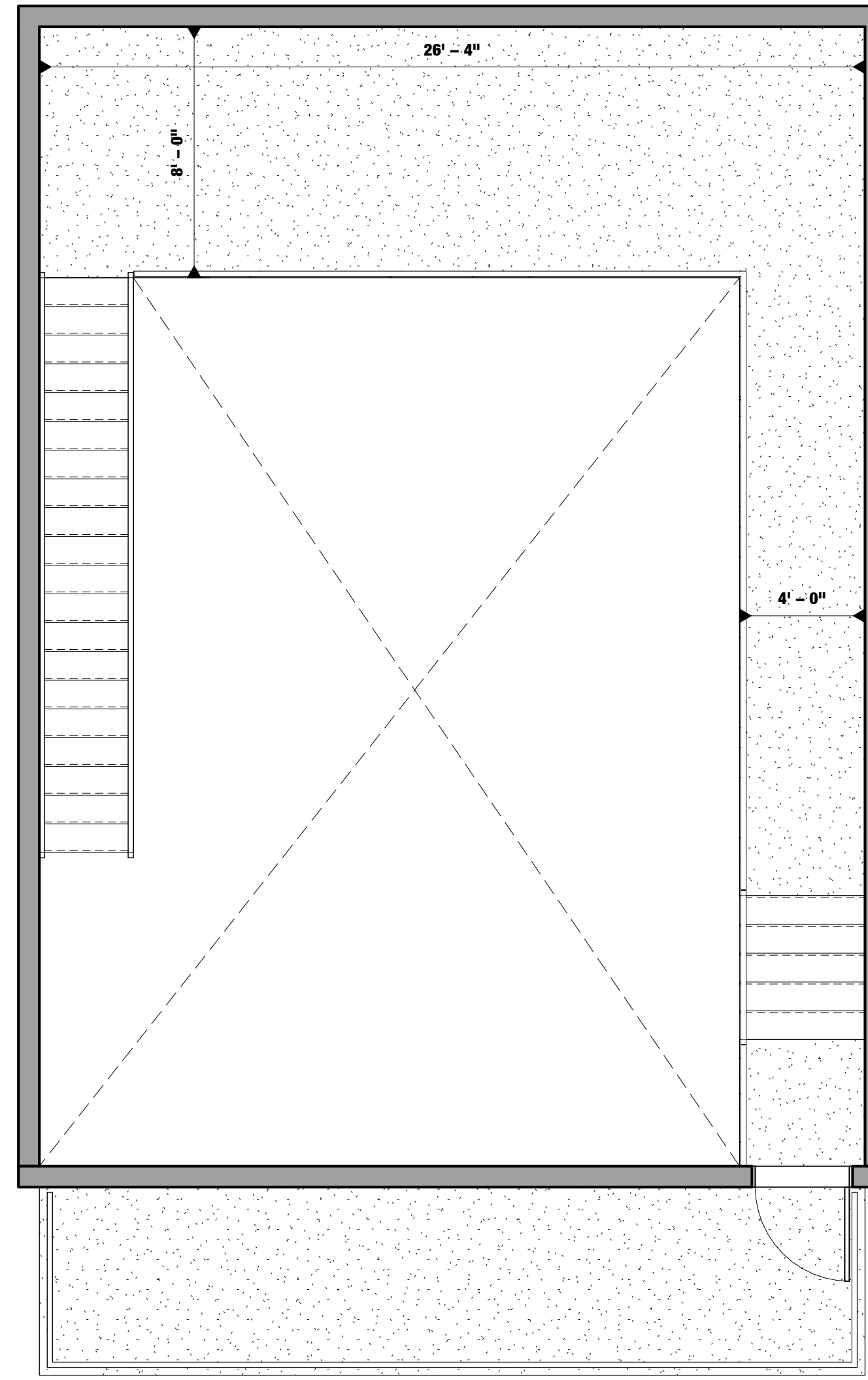


ATTACHMENT H

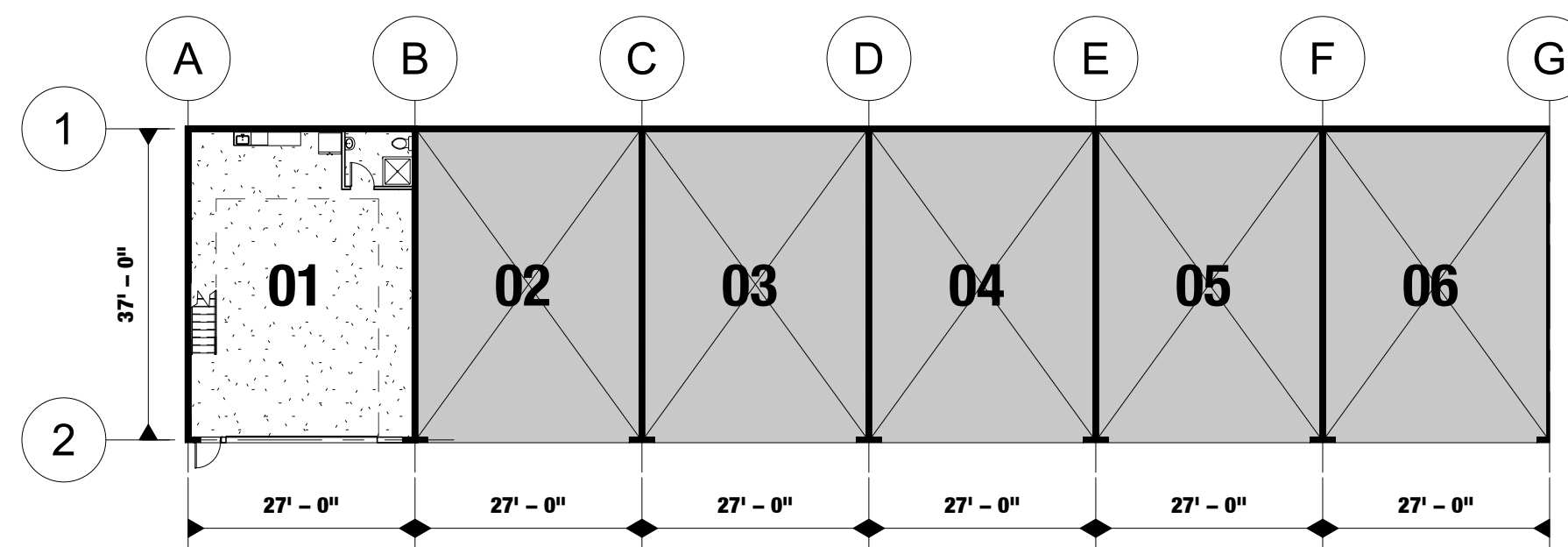
ARCHITECTURAL DIMENSION



1 Unit Plan - Level 1
1/4" = 1'-0"



3 Unit Plan - Mezzanine
1/4" = 1'-0"



5 Arrangement Plan
1" = 20'-0"

PRICING NOTES

DIVISION NOTES	
03 CONCRETE	1. 8" Frost Wall on 24" x 12" Footing Typ. 2. 4" Slab on 2" Metal Deck at Mezzanine and Balcony 3. 6" Slab on Grade + Reinforcement
05 METALS	1. CFMS Framing in Bathroom 2. Misc. Metal Stairs & Railings, Powder Coat Finish 3. Exposed Structural Steel to be Shop Painted
06 WOODS, PLASTICS, COMPOSITES	1. Wood Base Cabinets @ Food Prep 2. Plam Countertop @ Food Prep
07 THERMAL & MOISTURE PROTECTION	1. Sound Batts in Framed Walls 2. Wall and Roof Insulation per Metal Building Designer
08 OPENINGS	1. 18" x 14" Commercial Overhead Roll-up High Lift Door, Motor Operated & Remote 2. Two ea. - 36" x 84" Commercial Exterior Door, 2 Lite, Keyed Alike Per Unit 3. 36" x 84" Flush Panel Solid Core Door to Bathroom with Privacy Lock
09 FINISHES	FLOORING 1. Sealed Concrete in All Areas - Base Option WALLS 2. Gypsum Wall Board - Base Option CEILING 3. ACT in Bathroom, Exposed All Else
21 FIRE SUPPRESSION	1.
22 PLUMBING	1. Design Build - Full Bathroom + Food Prep Area
23 HVAC	1. Design Build - Individual Heat Pumps, Potl Hot Water, Exhaust Fans
26 ELECTRICAL	GENERAL 1. Power for Door Operator 2. Convenience Receptacles Both Floors - Interior Only 3. GFCI in Food Prep and Bathroom 4. New Panel and Metered Per Unit LIGHTING 1. Design Build - High Bay Lighting - Base Option

GENERAL NOTES

1. See site plan for final unit quantity and arrangement.
2. Furniture and Data requirements are not the responsibility of the contractor.

NOT FOR CONSTRUCTION

Rev	Date

Project Location

Gorham, ME

Unit Plans & Notes

Concept Budget - Luxury Motor Toys

Project:

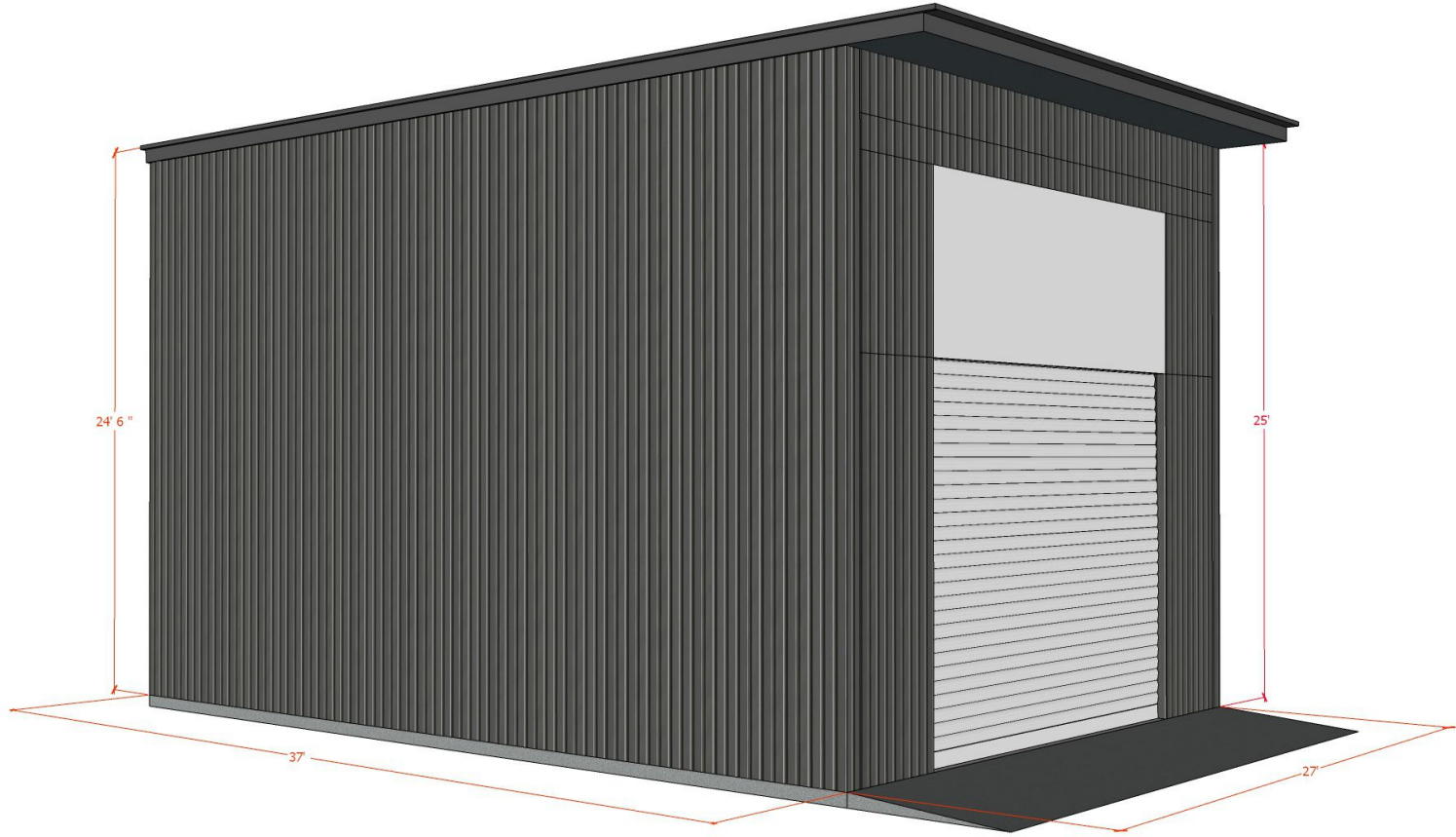
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ATTACHMENT I

PHOTOMETRIC PLAN AND CUT SHEETS



ARC2 LED

Architectural Wall Luminaire



Catalog Number

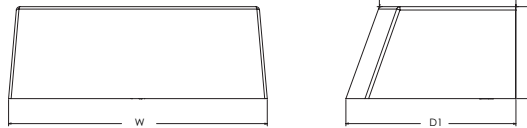
Notes

Type

Hit the Tab key or mouse over the page to see all interactive elements.

Specifications

Depth (D1): 9.25"
Depth (D2): 7.5"
Height: 5"
Width: 14"
Weight: 11 lbs
 (without options)



Introduction

The Lithonia Lighting ARC LED wall-mounted luminaires provide both architectural styling and visually comfortable illumination while providing the high energy savings and low initial costs for quick financial payback.

ARC2 delivers up to 6,500 lumens with a soft, non-pixelated light source, creating a visually comfortable environment. It offers integrated emergency battery backup options, including an 8W cold temperature option, making it suitable for pedestrian scale applications in any environment.

ARC LED Family Overview

Luminaire	Standard EM, 0°C	Cold EM, -20°C	Approximate Lumens (4000K)				
			P1	P2	P3	P4	P5
ARC1 LED	4W	--	1,500	2,000	3,000	--	--
ARC2 LED	4W	8W	1,500	2,000	3,000	4,000	6,500

Ordering Information

EXAMPLE: ARC2 LED P2 40K MVOLT PE DDBXD

Series	Package	Color Temperature	Voltage	Options	Finish
ARC2 LED	P1 1,500 Lumens	30K 3000K	MVOLT 347 ¹	E4WH Emergency battery backup, CEC compliant (4W, 0°C min) ¹	DDBXD Dark bronze
	P2 2,000 Lumens	40K 4000K		E8WC Emergency battery backup, CEC compliant (8W, -20°C min) ¹	DBLXD Black
	P3 3,000 Lumens	50K 5000K		PE Button type photocell for dusk-to-dawn operation	DNAXD Natural aluminum
	P4 4,000 Lumens			DMG 0-10V dimming wires pulled outside fixture (for use with an external control, ordered separately) ²	DWHXD White
	P5 6,500 Lumens			SPD6KV 6kV surge protection ¹	DSSXD Sandstone
			FAO Field adjustable light output device. Allows for easy adjustment to the desired light levels, from 20% to 100% ²	DDBTXD Textured dark bronze	
				DBL BXD Textured black	
				DNATXD Textured natural aluminum	
				DWHGXD Textured white	
				DSSTXD Textured sandstone	

Accessories

Ordered and shipped separately.

WSBBW DDBXD U Surface-mounted back box (specify finish)

NOTES

- 347V not available with E4WH, E8WC and SPD6KV.
- FAO not available with DMG.



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ARC2 LED
 Rev. 03/02/22

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Performance Package	System Watts	30K (3000K, 80 CRI)					40K (4000K, 80 CRI)					50K (5000K, 80 CRI)				
		Lumens	LPW	B	U	G	Lumens	LPW	B	U	G	Lumens	LPW	B	U	G
P1	11W	1,502	142	0	0	1	1,587	150	0	0	1	1,598	151	0	0	1
P2	16W	2,250	140	0	0	1	2,377	147	0	0	1	2,393	148	0	0	1
P3	24W	3,206	135	0	0	1	3,387	143	0	0	1	3,410	144	0	0	1
P4	30W	3,903	128	1	0	1	4,124	136	1	0	1	4,152	136	1	0	1
P5	51W	6,260	122	1	0	1	6,615	129	1	0	1	6,659	130	1	0	1

Electrical Load

Performance Package	System Watts	Current (A)				
		120V	208V	240V	277V	347V
P1	11W	0.090	0.055	0.049	0.046	0.045
P2	16W	0.141	0.081	0.072	0.064	0.059
P3	24W	0.202	0.117	0.103	0.091	0.079
P4	30W	0.280	0.162	0.144	0.128	0.095
P5	51W	0.471	0.272	0.239	0.212	0.158

Lumen Output in Emergency Mode (4000K, 80 CRI)

Option	Lumens
E4WH	693
E8WC	1,413

Lumen Ambient Temperature (LAT) Multipliers

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

Ambient		Lumen Multiplier
0°C	32°F	1.04
10°C	50°F	1.03
20°C	68°F	1.01
25°C	77°F	1.00
30°C	86°F	0.99
40°C	104°F	0.97

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the platforms noted in a 25°C ambient, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11). To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

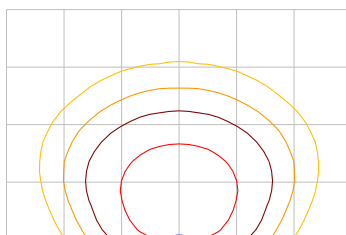
Operating Hours	0	25,000	50,000	100,000
Lumen Maintenance Factor	1.0	>0.96	>0.93	>0.88

Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit the Lithonia Lighting ARC LED homepage. Tested in accordance with IESNA LM-79 and LM-80 standards.

LEGEND

- 0.25 fc
- 0.5 fc
- 1.0 fc
- 3.0 fc



ARC2 LED P3 40K

MH = 15ft
Grid = 15ft x 15ft

Emergency Egress Options

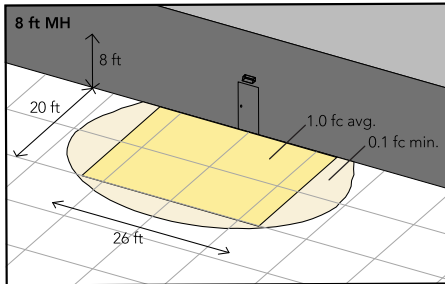
Emergency Battery Backup

The emergency battery backup is integral to the luminaire — no external housing required! This design provides reliable emergency operation while maintaining the aesthetics of the product. All emergency battery backup configurations include an independent secondary driver with an integral relay to immediately detect loss of normal power and automatically energize the luminaire. The emergency battery will power the luminaire for a minimum duration of 90 minutes (maximum duration of three hours) from the time normal power is lost and maintain a minimum of 60% of the light output at the end of 90 minutes.

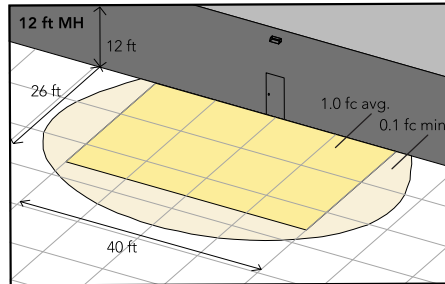
Applicable codes: NFPA 70/NEC – section 700.16, NFPA 101 Life Safety Code Section 7.9

The example below shows illuminance of 1 fc average and 0.1 fc minimum in emergency mode.

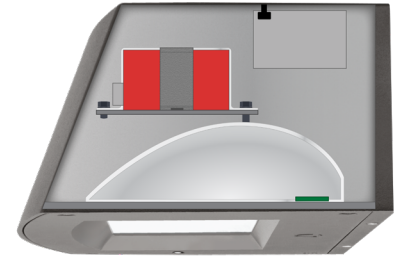
Grid = 10ft x 10ft



ARC2 LED 40K MVOLT E4WH



ARC2 LED 40K MVOLT E8WC



Self-contained solution for clean aesthetic

Mounting, Options & Accessories

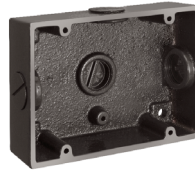


E4WH and E8WC – Emergency Battery Backup

D = 6.5"

H = 5"

W = 11"



BBW – Standard Back Box

D = 1.5"

H = 4"

W = 5.5"

For surface conduit applications.
3/4" conduit entry holes.

FEATURES & SPECIFICATIONS

INTENDED USE

The clean architectural shape of the ARC LED was designed for applications such as hospitals, schools, malls, restaurants, and commercial buildings. The long-life LEDs and driver make this luminaire nearly maintenance-free.

CONSTRUCTION

The die-cast aluminum housing and door act as heat sinks to optimize thermal transfer from the light engine and driver to promote long-life. The die-cast door frame is fully gasketed with a one-piece solid silicone gasket to keep out moisture and dust, providing an IP65 rating for the luminaire.

FINISH

Exterior painted parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Standard Super Durable colors include dark bronze, black, natural aluminum, sandstone and white. Available in textured and non-textured finishes.

OPTICS

Recessed lens to cut off high angle light and reduce glare. Combination of diffused lens and reflector design has low surface brightness creating a visually comfortable environment with great distribution. LEDs are fully hidden from view to eliminate pixelization and harsh glare. The ARC LED has zero uplight and qualifies as a Nighttime Friendly™ product, meaning it is consistent with the LEED® and Green Globes™ criteria for eliminating wasteful uplight.

ELECTRICAL

Light engine consists of high-efficiency LEDs mounted to metal-core circuit boards to maximize heat dissipation and promote long-life (up to L88/100,000 hours at 25°C). The electronic driver has a power factor of >90%, THD <20%. Luminaire is 0-10V dimmable.

INSTALLATION

The universal wall plate, supplied with the luminaire, fits multiple size junction boxes and supports it during wiring for easy installation. Built-in wet location wiring compartment on the luminaire to accommodate wiring connections for applications with no junction box. Design can withstand up to a 1.5 G vibration load rating per ANSI C136.31.

LISTINGS

CSA certified to U.S. and Canadian standards. Luminaire is IP65 rated. DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified. International DarkSky Association (IDA) Fixture Seal of approval (FSA) is available for all products on this page utilizing 3000K color temperature only. Rated for -40°C minimum ambient.

WARRANTY

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.



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ARC2 LED
Rev. 03/02/22



D-Series Size 0 LED Area Luminaire



Catalog Number
Notes
Type

Hit the Tab key or mouse over the page to see all interactive elements.

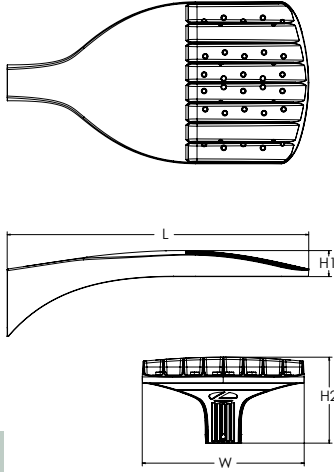
Introduction

The modern styling of the D-Series features a highly refined aesthetic that blends seamlessly with its environment. The D-Series offers the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire.

The photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. D-Series outstanding photometry aids in reducing the number of poles required in area lighting applications, with typical energy savings of 70% and expected service life of over 100,000 hours.

Specifications

EPA:	0.44 ft ² (0.04 m ²)
Length:	26.18" (66.5 cm)
Width:	14.06" (35.7 cm)
Height H1:	2.26" (5.7 cm)
Height H2:	7.46" (18.9 cm)
Weight:	23 lbs (10.4 kg)



ds Design Select options indicated by this color background.



Items marked by a shaded background qualify for the Design Select program and ship in 15 days or less. To learn more about Design Select, visit www.acuitybrands.com/designselect. *See ordering tree for details

Ordering Information

EXAMPLE: DSX0 LED P6 40K 70CRI T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

DSX0 LED	Series	LEDs	Color temperature ²	Color Rendering Index ²	Distribution	Voltage	Mounting
	DSX0 LED	Forward optics P1 P5 P2 P6 P3 P7 P4 Rotated optics P10 ¹ P12 ¹ P11 ¹ P13 ¹	(this section 70CRI only) 30K 3000K 40K 4000K 50K 5000K (this section 80CRI only, extended lead times apply) 27K 2700K 30K 3000K 35K 3500K 40K 4000K 50K 5000K	70CRI 70CRI 70CRI 80CRI 80CRI 80CRI 80CRI	AFR Automotive front row T1S Type I short T2M Type II medium T3M Type III medium T3LG Type III low glare ³ T4M Type IV medium T4LG Type IV low glare ³ TFTM Forward throw medium	T5M Type V medium T5LG Type V low glare T5W Type V wide BLC3 Type III backlight control ³ BLC4 Type IV backlight control ³ LCCO Left corner cutoff ³ RCCO Right corner cutoff ³ MVOLT (120V-277V) ⁴ HVOLT (347V-480V) ^{5,6} XVOLT (277V-480V) ^{7,8} 120 ^{16,24} 208 ^{16,24} 240 ^{16,24} 277 ^{16,24} 347 ^{16,24} 480 ^{16,24}	Shipped included SPA Square pole mounting (#8 drilling, 3.5" min. SQ pole) RPA Round pole mounting (#8 drilling, 3" min. RND pole) SPA5 Square pole mounting (#5 drilling, 3" min. SQ pole) ⁹ RPA5 Round pole mounting (#5 drilling, 3" min. RND pole) ⁹ SPA8N Square narrow pole mounting (#8 drilling, 3" min. SQ pole) WBA Wall bracket ¹⁰ MA Mast arm adapter (mounts on 2 3/8" OD horizontal tenon)

Control options	Other options	Finish (required)
<p>Shipped installed</p> <p>NLTAIR2 PIRHN nLight AIR gen 2 enabled with bi-level motion / ambient sensor, 8-40' mounting height, ambient sensor enabled at 2fc.^{11, 12, 18, 19}</p> <p>PIR High/low, motion/ambient sensor, 8-40' mounting height, ambient sensor enabled at 2fc.^{13, 18, 19}</p> <p>PER NEMA twist-lock receptacle only (controls ordered separate)¹⁴</p> <p>PERS Five-pin receptacle only (controls ordered separate)^{14, 19}</p> <p>PER7 Seven-pin receptacle only (controls ordered separate)^{14, 19}</p> <p>FAO Field adjustable output^{15, 19}</p> <p>BL30 Bi-level switched dimming, 30%^{16, 19}</p> <p>BL50 Bi-level switched dimming, 50%^{16, 19}</p> <p>DMG 0-10v dimming wires pulled outside fixture (for use with an external control, ordered separately)¹⁷</p>	<p>Shipped installed</p> <p>HS Houseside shield (black finish standard)²⁰</p> <p>L90 Left rotated optics¹</p> <p>R90 Right rotated optics¹</p> <p>CCE Coastal Construction²¹</p> <p>HA 50°C ambient operation²²</p> <p>BAA Buy America(n) Act Compliant</p> <p>SF Single fuse (120, 277, 347V)²⁴</p> <p>DF Double fuse (208, 240, 480V)²⁴</p> <p>Shipped separately</p> <p>ECSR External Glare Shield (reversible, field install required, matches housing finish)</p> <p>BSDB Bird Spikes (field install required)</p>	<p>DDBXD Dark Bronze</p> <p>DBLXD Black</p> <p>DNAXD Natural Aluminum</p> <p>DWHXD White</p> <p>DDBTXD Textured dark bronze</p> <p>DBLBXD Textured black</p> <p>DNATXD Textured natural aluminum</p> <p>DWHGXD Textured white</p>



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DSX0-LED
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Ordering Information

Accessories

Ordered and shipped separately.

DLL127F 1.5 JU	Photocell - SSL twist-lock (120-277V) ²³
DLL347F 1.5 CUL JU	Photocell - SSL twist-lock (347V) ²³
DLL480F 1.5 CUL JU	Photocell - SSL twist-lock (480V) ²³
DSHORT SBK	Shorting cap ²³
DSX0HS P#	House-side shield (enter package number P1-7, P10-13 in place of #)
DSXRPA (FINISH)	Round pole adapter (#8 drilling, specify finish)
DSXRPAS (FINISH)	Round pole adapter #5 drilling (specify finish)
DSXSPA5 (FINISH)	Square pole adapter #5 drilling (specify finish)
DSX0EGSR (FINISH)	External glare shield (specify finish)
DSX0SDB (FINISH)	Bird spike deterrent bracket (specify finish)

NOTES

- Rotated optics available with packages P10, P11, P12 and P13. Must be combined with option L90 or R90.
- 30K, 40K, and 50K available in 70CRI and 80CRI. 27K and 35K only available with 80CRI. Contact Technical Support for other possible combinations.
- T3LG, T4LG, BLC3, BLC4, LCCO, RCCO not available with option HS.
- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
- HVOLT driver operates on any line voltage from 347-480V (50/60 Hz).
- HVOLT not available with package P1, P2 and P10 when combined with option NLTAIR2 PIRHN or option PIR.
- XVOLT operates with any voltage between 277V and 480V (50/60 Hz).
- XVOLT not available in packages P1, P2 or P10. XVOLT not available with fusing (SF or DF).
- SPAS and RPA5 for use with #5 drilling only (Not for use with #8 drilling).
- WBA cannot be combined with Type 5 distributions plus photocell (PER).
- NLTAIR2 and PIRHN must be ordered together. For more information on nLight Air 2.
- NLTAIR2 PIRHN not available with other controls including PIR, PER, PER5, PER7, FAO, BL30, BL50 and DMG. NLTAIR2 PIRHN not available with P1, P2 and P10 using HVOLT. NLTAIR2 PIRHN not available with P1, P2 and P10 using XVOLT. NLTAIR2 PIRHN not available with P1 using MVOLT.
- PIR not available with NLTAIR2, PER, PER5, PER7, FAO BL30, BL50 and DMG. PIR not available with P1, P2 and P10 using HVOLT. PIR not available with P1, P2 and P10 using XVOLT. PIR not available with P1 using MVOLT.
- PER/PER5/PER7 not available with NLTAIR2, PIR, BL30, BL50. Photocell ordered and shipped as a separate line item from Acuity Brands Controls. See accessories. Shorting Cap included.
- FAO not available with other dimming control options NLTAIR2 PIRHN, PIR, PER5, PER7, BL30, BL50, or DMG.
- BL30 and BL50 are not available with NLTAIR2 PIRHN, PIR, PER, PER5, PER7, FAO and DMG. BL30 or BL50 must specify 120, 277 or 347V. Consult tech support for 208, 240 or 480V.
- DMG not available with NLTAIR2 PIRHN, PIR, PER, PER5, PER7, BL30, BL50 and FAO.
- Reference Motion Sensor Default Settings table on page 4 to see functionality.
- Reference Controls Options table on page 4.
- Option HS not available with T3LG, T4LG, BLC3, BLC4, LCCO and RCCO distribution. Also available as a separate accessory; see Accessories information.
- CCE option not available with option B5 and EGSR. Contact Technical Support for availability.
- Option HA not available with performance packages P6, P7, P12 and P13.
- Requires luminaire to be specified with PER, PER5 or PER7 option. See Controls Table on page 4.
- Single fuse (SF) requires 120V, 277V, or 347V. Double fuse (DF) requires 208V, 240V or 480V. XVOLT not available with fusing (SF or DF).

Shield Accessories



External Glare Shield (EGSR)

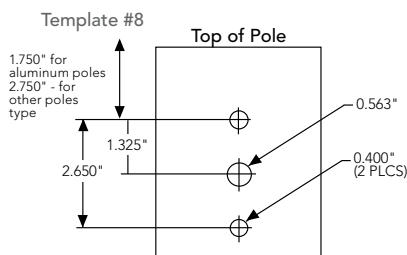
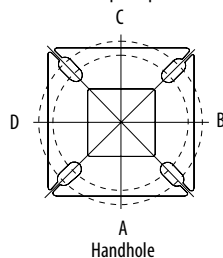


House Side Shield (HS)

Drilling

HANDHOLE ORIENTATION

(from top of pole)



Tenon Mounting Slipfitter

Tenon O.D.	Mounting	Single Unit	2 @ 180	2 @ 90	3 @ 90	3 @ 120	4 @ 90
2-3/8"	RPA	AS3-5 190	AS3-5 280	AS3-5 290	AS3-5 390	AS3-5 320	AS3-5 490
2-7/8"	RPA	AST25-190	AST25-280	AST25-290	AST25-390	AST25-320	AST25-490
4"	RPA	AST35-190	AST35-280	AST35-290	AST35-390	AST35-320	AST35-490

Mounting Option	Drilling Template	Single	2 @ 180	2 @ 90	3 @ 90	3 @ 120	4 @ 90
Head Location		Side B	Side B & D	Side B & C	Side B, C & D	Round Pole Only	Side A, B, C & D
Drill Nomenclature	#8	DM19AS	DM28AS	DM29AS	DM39AS	DM32AS	DM49AS
Minimum Acceptable Outside Pole Dimension							
SPA	#8	3.5"	3.5"	3.5"	3.5"		3.5"
RPA	#8	3"	3"	3"	3"	3"	3"
SPAS	#5	3"	3"	3"	3"		3"
RPA5	#5	3"	3"	3"	3"	3"	3"
SPA8N	#8	3"	3"	3"	3"		3"

DSX0 Area Luminaire - EPA

*Includes luminaire and integral mounting arm. Other tenons, arms, brackets or other accessories are not included in this EPA data.

Fixture Quantity & Mounting Configuration	Single DM19	2 @ 180 DM28	2 @ 90 DM29	3 @ 90 DM39	3 @ 120 DM32	4 @ 90 DM49
Mounting Type						
DSX0 with SPA	0.44	0.88	0.96	1.18	---	1.16
DSX0 with SPAS, SPA8N	0.51	1.02	1.06	1.26	---	1.29
DSX0 with RPA, RPA5	0.51	1.02	1.06	1.26	1.24	1.29
DSX0 with MA	0.64	1.28	1.24	1.67	1.70	1.93

Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's [homepage](#).

Isofootcandle plots for the DSX0 LED P7 40K 70CRI. Distances are in units of mounting height (20').



Performance Data

Lumen Ambient Temperature (LAT) Multipliers

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

Ambient	Lumen Multiplier	
0°C	32°F	1.04
5°C	41°F	1.04
10°C	50°F	1.03
15°C	59°F	1.02
20°C	68°F	1.01
25°C	77°C	1.00
30°C	86°F	0.99
35°C	95°F	0.98
40°C	104°F	0.97

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the platforms noted in a **25°C ambient**, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	Lumen Maintenance Factor
0	1.00
25,000	0.94
50,000	0.89
100,000	0.80

FAO Dimming Settings

FAO Position	% Wattage	% Lumen Output
8	100%	100%
7	93%	95%
6	80%	85%
5	66%	73%
4	54%	61%
3	41%	49%
2	29%	36%
1	15%	20%

*Note: Calculated values are based on original performance package data. When calculating new values for given FAO position, use published values for each package based on input watts and lumens by optic type.

Electrical Load

	Performance Package	LED Count	Drive Current (mA)	Wattage	Current (A)					
					120V	208V	240V	277V	347V	480V
Forward Optics (Non-Rotated)	P1	20	530	34	0.28	0.16	0.14	0.12	0.10	0.07
	P2	20	700	45	0.38	0.22	0.19	0.16	0.13	0.09
	P3	20	1050	69	0.57	0.33	0.29	0.25	0.20	0.14
	P4	20	1400	94	0.78	0.45	0.39	0.34	0.27	0.19
	P5	40	700	89	0.75	0.43	0.38	0.33	0.26	0.19
	P6	40	1050	136	1.14	0.66	0.57	0.49	0.39	0.29
	P7	40	1300	170	1.42	0.82	0.71	0.62	0.49	0.36
Rotated Optics (Requires L90 or R90)	P10	30	530	51	0.42	0.24	0.21	0.18	0.15	0.11
	P11	30	700	67	0.57	0.33	0.28	0.25	0.20	0.14
	P12	30	1050	103	0.86	0.50	0.43	0.37	0.30	0.22
	P13	30	1300	129	1.07	0.62	0.54	0.46	0.37	0.27

LED Color Temperature / Color Rendering Multipliers

	70 CRI		80CRI		90CRI	
	Lumen Multiplier	Availability	Lumen Multiplier	Availability	Lumen Multiplier	Availability
5000K	102%	Standard	92%	Extended lead-time	71%	(see note)
4000K	100%	Standard	92%	Extended lead-time	67%	(see note)
3500K	100%	(see note)	90%	Extended lead-time	63%	(see note)
3000K	96%	Standard	87%	Extended lead-time	61%	(see note)
2700K	94%	(see note)	85%	Extended lead-time	57%	(see note)

Note: Some LED types are available as per special request. Contact Technical Support for more information.

Motion Sensor Default Settings

Option	Unoccupied Dimmed Level	High Level (when occupied)	Photocell Operation	Dwell Time	Ramp-up Time	Dimming Fade Rate
PIR	30%	100%	Enabled @ 2FC	7.5 min	3 sec	5 min
NLTAIR2 PIRHN	30%	100%	Enabled @ 2FC	7.5 min	3 sec	5 min

Controls Options

Nomenclature	Description	Functionality	Primary control device	Notes
FAO	Field adjustable output device installed inside the luminaire; wired to the driver dimming leads.	Allows the luminaire to be manually dimmed, effectively trimming the light output.	FAO device	Cannot be used with other controls options that need the 0-10V leads
DS (not available on DSX0)	Drivers wired independently for 50/50 luminaire operation	The luminaire is wired to two separate circuits, allowing for 50/50 operation.	Independently wired drivers	Requires two separately switched circuits. Consider nLight AIR as a more cost effective alternative.
PERS or PER7	Twist-lock photocell receptacle	Compatible with standard twist-lock photocells for dusk to dawn operation, or advanced control nodes that provide 0-10V dimming signals.	Twist-lock photocells such as DLL Elite or advanced control nodes such as ROAM.	Pins 4 & 5 to dimming leads on driver, Pins 6 & 7 are capped inside luminaire. Cannot be used with other controls options that need the 0-10V leads.
PIR	Motion sensor with integral photocell. Sensor suitable for 8' to 40' mounting height.	Luminaires dim when no occupancy is detected.	Acuity Controls rSBG	Cannot be used with other controls options that need the 0-10V leads.
NLTAIR2 PIRHN	nLight AIR enabled luminaire for motion sensing, photocell and wireless communication.	Motion and ambient light sensing with group response. Scheduled dimming with motion sensor over-ride when wirelessly connected to the nLight Eclipse.	nLight Air rSBG	nLight AIR sensors can be programmed and commissioned from the ground using the CIAIRity Pro app. Cannot be used with other controls options that need the 0-10V leads.
BL30 or BL50	Integrated bi-level device that allows a second control circuit to switch all light engines to either 30% or 50% light output	BLC device provides input to 0-10V dimming leads on all drivers providing either 100% or dimmed (30% or 50%) control by a secondary circuit	BLC UVOLT1	BLC device is powered off the 0-10V dimming leads, thus can be used with any input voltage from 120 to 480V

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of configurations shown within the tolerances described within LM-79. Contact factory for performance data on any configurations not shown here.

Forward Optics																							
Performance Package	System Watts	LED Count	Drive Current (mA)	Distribution Type	30K					40K					50K								
					(3000K, 70 CRI)					(4000K, 70 CRI)					(5000K, 70 CRI)								
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW				
P1	33W	20	530	T1S	4,906	1	0	1	148	5,113	1	0	1	154	5,213	1	0	1	157				
				T2M	4,545	1	0	2	137	4,736	1	0	2	143	4,829	1	0	2	145				
				T3M	4,597	1	0	2	138	4,791	1	0	2	144	4,885	1	0	2	147				
				T3LG	4,107	1	0	1	124	4,280	1	0	1	129	4,363	1	0	1	131				
				T4M	4,666	1	0	2	141	4,863	1	0	2	146	4,957	1	0	2	149				
				T4LG	4,244	1	0	1	128	4,423	1	0	1	133	4,509	1	0	1	136				
				TFTM	4,698	1	0	2	141	4,896	1	0	2	147	4,992	1	0	2	150				
				T5M	4,801	3	0	1	145	5,003	3	0	1	151	5,101	3	0	1	154				
				T5W	4,878	3	0	1	147	5,084	3	0	2	153	5,183	3	0	2	156				
				T5LG	4,814	2	0	1	145	5,018	2	0	1	151	5,115	2	0	1	154				
				BLC3	3,344	0	0	1	101	3,485	0	0	1	105	3,553	0	0	1	107				
				BLC4	3,454	0	0	2	104	3,599	0	0	2	108	3,670	0	0	2	111				
				RCCO	3,374	0	0	1	102	3,517	0	0	1	106	3,585	0	0	1	108				
				LCCO	3,374	0	0	1	102	3,517	0	0	1	106	3,585	0	0	1	108				
				AFR	4,906	1	0	1	148	5,113	1	0	1	154	5,213	1	0	1	157				
				P2	45W	20	700	T1S	6,328	1	0	1	140	6,595	1	0	1	146	6,724	1	0	1	149
								T2M	5,862	1	0	2	130	6,109	1	0	2	135	6,228	1	0	2	138
T3M	5,930	1	0					3	131	6,180	1	0	3	137	6,301	1	0	3	140				
T3LG	5,297	1	0					1	117	5,521	1	0	1	122	5,628	1	0	1	125				
T4M	6,018	1	0					3	133	6,272	1	0	3	139	6,395	1	0	3	142				
T4LG	5,474	1	0					1	121	5,705	1	0	1	126	5,816	1	0	1	129				
TFTM	6,060	1	0					3	134	6,316	1	0	3	140	6,439	1	0	3	143				
T5M	6,192	3	0					1	137	6,453	3	0	2	143	6,579	3	0	2	146				
T5W	6,293	3	0					2	139	6,558	3	0	2	145	6,686	3	0	2	148				
T5LG	6,210	2	0					1	138	6,472	3	0	1	143	6,598	3	0	1	146				
BLC3	4,313	0	0					2	96	4,495	0	0	2	100	4,583	0	0	2	102				
BLC4	4,455	0	0					2	99	4,643	0	0	2	103	4,733	0	0	2	105				
RCCO	4,352	0	0					2	96	4,536	0	0	2	100	4,624	0	0	2	102				
LCCO	4,352	0	0					2	96	4,536	0	0	2	100	4,624	0	0	2	102				
AFR	6,328	1	0					1	140	6,595	1	0	1	146	6,724	1	0	1	149				
P3	69W	20	1050					T1S	9,006	1	0	2	131	9,386	1	0	2	136	9,569	1	0	2	139
								T2M	8,343	2	0	3	121	8,694	2	0	3	126	8,864	2	0	3	129
				T3M	8,439	2	0	3	122	8,795	2	0	3	128	8,967	2	0	3	130				
				T3LG	7,539	1	0	2	109	7,857	1	0	2	114	8,010	1	0	2	116				
				T4M	8,565	2	0	3	124	8,926	2	0	3	129	9,100	2	0	3	132				
				T4LG	7,790	1	0	2	113	8,119	1	0	2	118	8,277	1	0	2	120				
				TFTM	8,624	1	0	3	125	8,988	1	0	3	130	9,163	2	0	3	133				
				T5M	8,812	3	0	2	128	9,184	4	0	2	133	9,363	4	0	2	136				
				T5W	8,955	4	0	2	130	9,333	4	0	2	135	9,515	4	0	2	138				
				T5LG	8,838	3	0	1	128	9,211	3	0	1	134	9,390	3	0	1	136				
				BLC3	6,139	0	0	2	89	6,398	0	0	2	93	6,522	0	0	2	95				
				BLC4	6,340	0	0	3	92	6,607	0	0	3	96	6,736	0	0	3	98				
				RCCO	6,194	1	0	2	90	6,455	1	0	2	94	6,581	1	0	2	95				
				LCCO	6,194	1	0	2	90	6,455	1	0	2	94	6,581	1	0	2	95				
				AFR	9,006	1	0	2	131	9,386	1	0	2	136	9,569	1	0	2	139				
				P4	93W	20	1400	T1S	11,396	1	0	2	122	11,877	1	0	2	128	12,109	2	0	2	130
								T2M	10,557	2	0	3	113	11,003	2	0	3	118	11,217	2	0	3	121
T3M	10,680	2	0					3	115	11,130	2	0	3	120	11,347	2	0	3	122				
T3LG	9,540	1	0					2	103	9,942	1	0	2	107	10,136	1	0	2	109				
T4M	10,839	2	0					3	117	11,296	2	0	3	121	11,516	2	0	4	124				
T4LG	9,858	1	0					2	106	10,274	1	0	2	110	10,474	1	0	2	113				
TFTM	10,914	2	0					3	117	11,374	2	0	3	122	11,596	2	0	3	125				
T5M	11,152	4	0					2	120	11,622	4	0	2	125	11,849	4	0	2	127				
T5W	11,332	4	0					3	122	11,811	4	0	3	127	12,041	4	0	3	129				
T5LG	11,184	3	0					1	120	11,656	3	0	2	125	11,883	3	0	2	128				
BLC3	7,768	0	0					2	83	8,096	0	0	2	87	8,254	0	0	2	89				
BLC4	8,023	0	0					3	86	8,362	0	0	3	90	8,524	0	0	3	92				
RCCO	7,838	1	0					2	84	8,169	1	0	2	88	8,328	1	0	2	90				
LCCO	7,838	1	0					2	84	8,169	1	0	2	88	8,328	1	0	2	90				
AFR	11,396	1	0					2	122	11,877	1	0	2	128	12,109	2	0	2	130				

Performance Data

Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of configurations shown within the tolerances described within LM-79. Contact factory for performance data on any configurations not shown here.

Forward Optics																			
Performance Package	System Watts	LED Count	Drive Current (mA)	Distribution Type	30K					40K					50K				
					(3000K, 70 CRI)					(4000K, 70 CRI)					(5000K, 70 CRI)				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P5	90W	40	700	T1S	12,380	2	0	2	137	12,902	2	0	2	143	13,154	2	0	2	146
				T2M	11,468	2	0	3	127	11,952	2	0	3	133	12,185	2	0	3	135
				T3M	11,601	2	0	3	129	12,091	2	0	3	134	12,326	2	0	4	137
				T3LG	10,363	2	0	2	115	10,800	2	0	2	120	11,011	2	0	2	122
				T4M	11,774	2	0	4	131	12,271	2	0	4	136	12,510	2	0	4	139
				T4LG	10,709	1	0	2	119	11,160	2	0	2	124	11,378	2	0	2	126
				TFTM	11,856	2	0	3	132	12,356	2	0	4	137	12,596	2	0	4	140
				T5M	12,114	4	0	2	134	12,625	4	0	2	140	12,871	4	0	2	143
				T5W	12,310	4	0	3	137	12,830	4	0	3	142	13,080	4	0	3	145
				T5LG	12,149	3	0	2	135	12,662	3	0	2	141	12,908	3	0	2	143
				BLC3	8,438	0	0	2	94	8,794	0	0	2	98	8,966	0	0	2	99
				BLC4	8,715	0	0	3	97	9,083	0	0	3	101	9,260	0	0	3	103
				RCCO	8,515	1	0	2	94	8,874	1	0	2	98	9,047	1	0	2	100
				LCCO	8,515	1	0	2	94	8,874	1	0	2	98	9,047	1	0	2	100
				AFR	12,380	2	0	2	137	12,902	2	0	2	143	13,154	2	0	2	146
				P6	137W	40	1050	T1S	17,545	2	0	3	128	18,285	2	0	3	133	18,642
T2M	16,253	3	0					4	119	16,939	3	0	4	124	17,269	3	0	4	126
T3M	16,442	2	0					4	120	17,135	3	0	4	125	17,469	3	0	4	128
T3LG	14,687	2	0					2	107	15,306	2	0	2	112	15,605	2	0	2	114
T4M	16,687	2	0					4	122	17,391	3	0	5	127	17,730	3	0	5	129
T4LG	15,177	2	0					2	111	15,817	2	0	2	115	16,125	2	0	2	118
TFTM	16,802	2	0					4	123	17,511	2	0	4	128	17,852	2	0	5	130
T5M	17,168	4	0					2	125	17,893	5	0	3	131	18,241	5	0	3	133
T5W	17,447	5	0					3	127	18,183	5	0	3	133	18,537	5	0	3	135
T5LG	17,218	4	0					2	126	17,944	4	0	2	131	18,294	4	0	2	134
BLC3	11,959	0	0					3	87	12,464	0	0	3	91	12,707	0	0	3	93
BLC4	12,352	0	0					4	90	12,873	0	0	4	94	13,124	0	0	4	96
RCCO	12,067	1	0					3	88	12,576	1	0	3	92	12,821	1	0	3	94
LCCO	12,067	1	0					3	88	12,576	1	0	3	92	12,821	1	0	3	94
AFR	17,545	2	0					3	128	18,285	2	0	3	133	18,642	2	0	3	136
P7	171W	40	1300					T1S	20,806	2	0	3	122	21,683	2	0	3	127	22,106
				T2M	19,273	3	0	4	113	20,086	3	0	4	118	20,478	3	0	4	120
				T3M	19,497	3	0	5	114	20,319	3	0	5	119	20,715	3	0	5	121
				T3LG	17,416	2	0	2	102	18,151	2	0	2	106	18,504	2	0	2	108
				T4M	19,787	3	0	5	116	20,622	3	0	5	121	21,024	3	0	5	123
				T4LG	17,997	2	0	2	105	18,756	2	0	2	110	19,121	2	0	2	112
				TFTM	19,924	3	0	5	117	20,765	3	0	5	122	21,170	3	0	5	124
				T5M	20,359	5	0	3	119	21,217	5	0	3	124	21,631	5	0	3	127
				T5W	20,689	5	0	3	121	21,561	5	0	3	126	21,982	5	0	3	129
				T5LG	20,418	4	0	2	120	21,279	4	0	2	125	21,694	4	0	2	127
				BLC3	14,182	0	0	3	83	14,780	0	0	3	87	15,068	0	0	3	88
				BLC4	14,647	0	0	4	86	15,265	0	0	4	89	15,562	0	0	4	91
				RCCO	14,309	1	0	3	84	14,913	1	0	3	87	15,204	1	0	3	89
				LCCO	14,309	1	0	3	84	14,913	1	0	3	87	15,204	1	0	3	89
				AFR	20,806	2	0	3	122	21,683	2	0	3	127	22,106	2	0	3	129

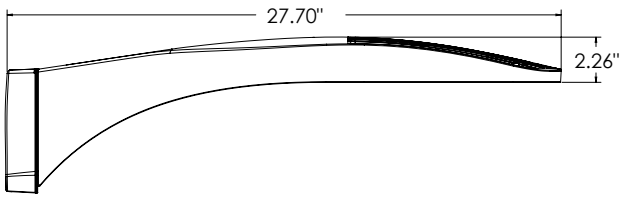
Performance Data

Lumen Output

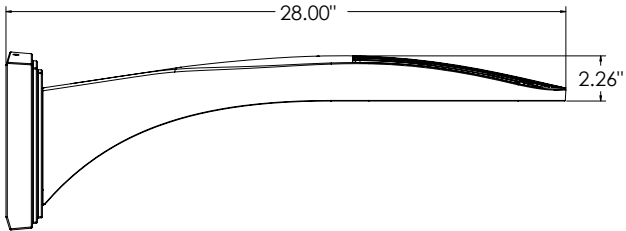
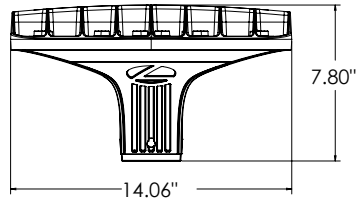
Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of configurations shown within the tolerances described within LM-79. Contact factory for performance data on any configurations not shown here.

Rotated Optics																			
Performance Package	System Watts	LED Count	Drive Current (mA)	Distribution Type	30K					40K					50K				
					(3000K, 70 CRI)					(4000K, 70 CRI)					(5000K, 70 CRI)				
					Lumens	B	U	G	LPW	Lumens	B	U	G	LPW	Lumens	B	U	G	LPW
P10	51W	30	530	T1S	7,399	3	0	3	145	7,711	3	0	3	151	7,862	3	0	3	154
				T2M	6,854	3	0	3	135	7,144	3	0	3	140	7,283	3	0	3	143
				T3M	6,933	3	0	3	136	7,225	3	0	3	142	7,366	3	0	3	145
				T3LG	6,194	2	0	2	122	6,455	2	0	2	127	6,581	2	0	2	129
				T4M	7,036	3	0	3	138	7,333	3	0	3	144	7,476	3	0	3	147
				T4LG	6,399	2	0	2	126	6,669	2	0	2	131	6,799	2	0	2	134
				TFTM	7,086	3	0	3	139	7,385	3	0	3	145	7,529	3	0	3	148
				T5M	7,239	3	0	2	142	7,545	3	0	2	148	7,692	3	0	2	151
				T5W	7,357	3	0	2	145	7,667	3	0	2	151	7,816	4	0	2	154
				T5LG	7,260	3	0	1	143	7,567	3	0	1	149	7,714	3	0	1	152
				BLC3	5,043	3	0	3	99	5,256	3	0	3	103	5,358	3	0	3	105
				BLC4	5,208	3	0	3	102	5,428	3	0	3	107	5,534	3	0	3	109
				RCCO	5,089	0	0	2	100	5,303	0	0	2	104	5,407	0	0	2	106
				LCCO	5,089	0	0	2	100	5,303	0	0	2	104	5,407	0	0	2	106
				AFR	7,399	3	0	3	145	7,711	3	0	3	151	7,862	3	0	3	154
				P11	68W	30	700	T1S	9,358	3	0	3	138	9,753	3	0	3	143	9,943
T2M	8,669	3	0					3	127	9,034	3	0	3	133	9,211	3	0	3	135
T3M	8,768	3	0					3	129	9,138	3	0	3	134	9,316	3	0	3	137
T3LG	7,833	3	0					3	115	8,164	3	0	3	120	8,323	3	0	3	122
T4M	8,899	3	0					3	131	9,274	3	0	3	136	9,455	3	0	3	139
T4LG	8,093	3	0					3	119	8,435	3	0	3	124	8,599	3	0	3	126
TFTM	8,962	3	0					3	132	9,340	3	0	3	137	9,522	3	0	3	140
T5M	9,156	4	0					2	135	9,542	4	0	2	140	9,728	4	0	2	143
T5W	9,304	4	0					2	137	9,696	4	0	2	143	9,885	4	0	2	145
T5LG	9,182	3	0					1	135	9,569	3	0	1	141	9,756	3	0	1	143
BLC3	6,378	3	0					3	94	6,647	3	0	3	98	6,777	3	0	3	100
BLC4	6,587	3	0					3	97	6,865	3	0	3	101	6,999	3	0	3	103
RCCO	6,436	0	0					2	95	6,707	0	0	2	99	6,838	0	0	2	101
LCCO	6,436	0	0					2	95	6,707	0	0	2	99	6,838	0	0	2	101
AFR	9,358	3	0					3	138	9,753	3	0	3	143	9,943	3	0	3	146
P12	103W	30	1050					T1S	13,247	3	0	3	128	13,806	3	0	3	134	14,075
				T2M	12,271	4	0	4	119	12,789	4	0	4	124	13,038	4	0	4	126
				T3M	12,412	4	0	4	120	12,935	4	0	4	125	13,187	4	0	4	128
				T3LG	11,089	3	0	3	107	11,556	3	0	3	112	11,782	3	0	3	114
				T4M	12,597	4	0	4	122	13,128	4	0	4	127	13,384	4	0	4	129
				T4LG	11,457	3	0	3	111	11,940	3	0	3	116	12,173	3	0	3	118
				TFTM	12,686	4	0	4	123	13,221	4	0	4	128	13,479	4	0	4	130
				T5M	12,960	4	0	2	125	13,507	4	0	2	131	13,770	4	0	2	133
				T5W	13,170	4	0	3	127	13,726	4	0	3	133	13,994	4	0	3	135
				T5LG	12,998	3	0	2	126	13,546	3	0	2	131	13,810	3	0	2	134
				BLC3	9,029	3	0	3	87	9,409	3	0	3	91	9,593	3	0	3	93
				BLC4	9,324	4	0	4	90	9,718	4	0	4	94	9,907	4	0	4	96
				RCCO	9,110	1	0	2	88	9,495	1	0	2	92	9,680	1	0	2	94
				LCCO	9,110	1	0	2	88	9,494	1	0	2	92	9,680	1	0	2	94
				AFR	13,247	3	0	3	128	13,806	3	0	3	134	14,075	3	0	3	136
				P13	129W	30	1300	T1S	15,704	3	0	3	122	16,366	3	0	3	127	16,685
T2M	14,547	4	0					4	113	15,161	4	0	4	118	15,457	4	0	4	120
T3M	14,714	4	0					4	114	15,335	4	0	4	119	15,634	4	0	4	121
T3LG	13,145	3	0					3	102	13,700	3	0	3	106	13,967	3	0	3	108
T4M	14,933	4	0					4	116	15,563	4	0	4	121	15,867	4	0	4	123
T4LG	13,582	3	0					3	105	14,155	3	0	3	110	14,431	3	0	3	112
TFTM	15,039	4	0					4	117	15,673	4	0	4	122	15,979	4	0	4	124
T5M	15,364	4	0					2	119	16,013	4	0	2	124	16,325	4	0	2	127
T5W	15,613	5	0					3	121	16,272	5	0	3	126	16,589	5	0	3	129
T5LG	15,409	3	0					2	120	16,059	3	0	2	125	16,372	4	0	2	127
BLC3	10,703	4	0					4	83	11,155	4	0	4	87	11,372	4	0	4	88
BLC4	11,054	4	0					4	86	11,520	4	0	4	89	11,745	4	0	4	91
RCCO	10,800	1	0					2	84	11,256	1	0	2	87	11,475	1	0	3	89
LCCO	10,800	1	0					2	84	11,255	1	0	2	87	11,475	1	0	3	89
AFR	15,704	3	0					3	122	16,366	3	0	3	127	16,685	4	0	4	130

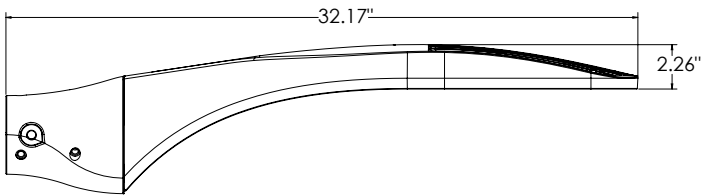
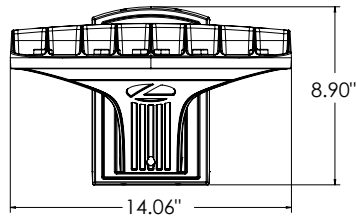
Dimensions



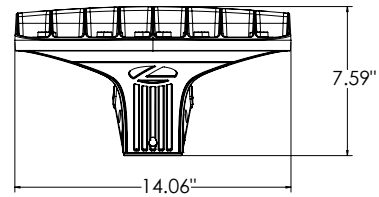
DSX0 with RPA, RPA5, SPA5, SPA8N mount
Weight: 25 lbs



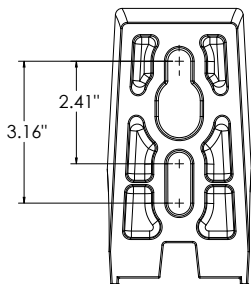
DSX0 with WBA mount
Weight: 27 lb



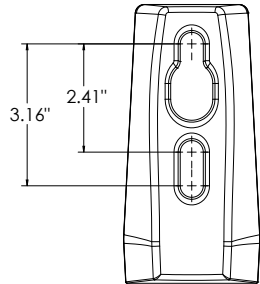
DSX0 with MA mount
Weight: 28 lbs



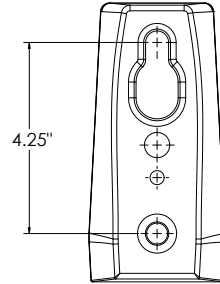
SPA (STANDARD ARM)



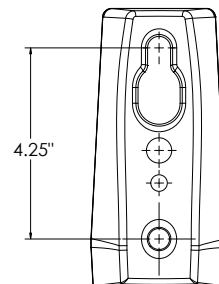
RPA



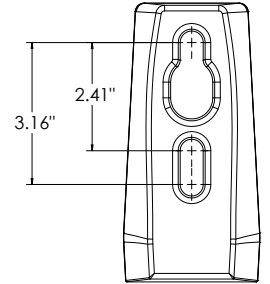
SPA5



RPA5

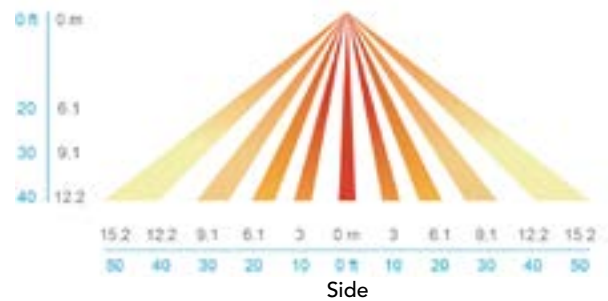
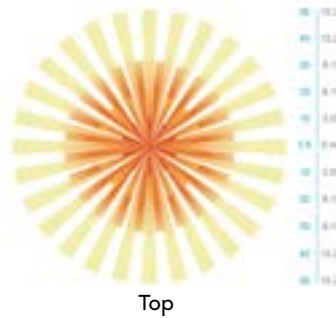


SPA8N



nLight Sensor Coverage Pattern

NLTAIR2 PIRHN



FEATURES & SPECIFICATIONS

INTENDED USE

The sleek design of the D-Series Size 0 reflects the embedded high performance LED technology. It is ideal for many commercial and municipal applications, such as parking lots, plazas, campuses, and pedestrian areas.

CONSTRUCTION

Single-piece die-cast aluminum housing has integral heat sink fins to optimize thermal management through conductive and convective cooling. Modular design allows for ease of maintenance and future light engine upgrades. The LED driver is mounted in direct contact with the casting to promote low operating temperature and long life. Housing driver compartment is completely sealed against moisture and environmental contaminants (IP66). Vibration rated per ANSI C136.31 for 3G. Low EPA (0.44 ft²) for optimized pole wind loading.

FINISH

Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Available in both textured and non-textured finishes.

COASTAL CONSTRUCTION (CCE)

Optional corrosion resistant construction is engineered with added corrosion protection in materials and/or pre-treatment of base material under super durable paint. Provides additional corrosion protection for applications near coastal areas. Finish is salt spray tested to over 5,000 hours per ASTM B117 with scribe rating of 10. Additional lead-times may apply.

OPTICS

Precision-molded proprietary silicone lenses are engineered for superior area lighting distribution, uniformity, and pole spacing. Light engines are available in 3000 K, 4000 K or 5000 K (70 CRI) configurations. 80CRI configurations are also available. The D-Series Size 0 has zero uplight and qualifies as a Nighttime Friendly™ product, meaning it is consistent with the LEED® and Green Globes™ criteria for eliminating wasteful uplight.

ELECTRICAL

Light engine(s) configurations consist of high-efficacy LEDs mounted to metal-core circuit boards to maximize heat dissipation and promote long life (up to L80/100,000 hours at 25°C). Class 1 electronic drivers are designed to have a power factor >90%, THD <20%, and an expected life of 100,000 hours with <1% failure rate. Easily serviceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).

STANDARD CONTROLS

The DSX0 LED area luminaire has a number of control options. DSX Size 0, comes standard with 0-10V dimming driver. Dusk to dawn controls can be utilized via optional NEMA twist-lock photocell receptacles. PIR integrated motion sensor with on-board photocell feature field-adjustable programming and are suitable for mounting heights up to 40 feet. Control option BL features a bi-level device that allows a second control circuit to switch all light engines to either 30% or 50% light output.

nLIGHT AIR CONTROLS

The DSX0 LED area luminaire is also available with nLight® AIR for the ultimate in wireless control. This powerful controls platform provides out-of-the-box basic motion sensing and photocontrol functionality and is suitable for mounting heights up to 40 feet. Once commissioned using a smartphone and the easy-to-use CLAIRITY app, nLight AIR equipped luminaires can be grouped, resulting in motion sensor and photocell group response without the need for additional equipment. Scheduled dimming with motion sensor over-ride can be achieved when used with the nLight Eclipse. Additional information about nLight Air can be found [here](#).

INSTALLATION

Integral mounting arm allows for fast mounting using Lithonia standard #8 drilling and accommodates pole drilling's from 2.41 to 3.12" on center. The standard "SPA" option for square poles and the "RPA" option for round poles use the #8 drilling. For #5 pole drillings, use SPA5 or RPA5. Additional mountings are available including a wall bracket (WBA) and mast arm (MA) option that allows luminaire attachment to a 2 3/8" horizontal mast arm.

LISTINGS

UL listed to meet U.S. and Canadian standards. UL Listed for wet locations. Light engines are IP66 rated; luminaire is IP66 rated. Rated for -40°C minimum ambient.

DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

International Dark-Sky Association (IDA) Fixture Seal of Approval (FSA) is available for all products on this page utilizing 3000K color temperature only.

BUY AMERICAN ACT

Product with the BAA option is assembled in the USA and meets the Buy America(n) government procurement requirements under FAR, DFARS and DOT regulations. Please refer to www.acuitybrands.com/buy-american for additional information.

WARRANTY

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.