

Application Number 22-122-37  
 Fees Preliminary \_\_\_\_\_ Pd \_\_\_\_\_  
 Fees Final \_\_\_\_\_ Pd \_\_\_\_\_

## Town of Waldoboro

### Site Plan Review and Subdivision Ordinance Preliminary Application (Please Type or Print)

Type of Application:  Site Plan Review       Subdivision Ordinance  
 Shoreland Zone       Flood Plain       Hazardous Materials

Brief description of proposed project: TO Expand Existing GRAVEL PIT AS  
DEPICTED ON Waldoboro tax map R20 LOT 3 AND MORIN LAND SURVEYING  
Fld BK No 30 p 141 352 to no greater than 5 acres in size

Address: 192 Simon Rd      Zoning District: RURAL      Map: R20 Lot: 3  
 Name of Applicant: D.B. FLAGG + SON TRUCKING CO. INC  
 Address: P.O. Box 993      Town: Jefferson      State: me      Zip: 04348  
 Telephone Numbers: 207-446-0647  
 Local Contact, Name: Darryl Flagg      Telephone: 446-0647  
 Name of Owner (if not applicant): DAVID + PATTI KROSTIGASEN  
 Address: 192 Simon Rd      Town: Waldoboro      State: me      Zip: 04572

Applicant must attach a copy of deed, signed option agreement or lease agreement. If applicant is a corporation, attach certificate from the Secretary of State (Maine) showing authority to do business in Maine.

Name of Applicant's Engineer: Gactley + Dorsey      Telephone: 207-236-4365  
 Address: P.O. Box 1031      Town: CAMDEN      State: ME      Zip: 04843  
 Name of Applicant's Attorney: Hylie West      Telephone: 207-563-1424  
 Address: P.O. Box 1419      Town: Damariscotta      State: ME      Zip: 0543-1419  
 Name of Applicant's Soil Scientist: CHRISTOPHER LOVE (P)      Telephone: 207-620-2963  
 Address: P.O. Box 962      Town: Jefferson      State: me      Zip: 04348  
 Name of Applicant's Land Surveyor: MORIN LAND SURVEYING      Telephone: 923-3443  
 Address: 718 Cross Hill Road      Town: Vassalboro      State: me      Zip: 04989

I certify that the information contained in this application is correct to the best of my knowledge.

Signature (applicant): Darryl Flagg Pres.      Date: 7/6/20  
 Title: Pres.

#### Action by the CEO, Planning Board, Board of Appeals

Informal Pre-Application Review:	Date: _____	By: _____
Preliminary Review:	Date: _____	By: _____
Site Walk:	Date: _____	By: _____
Public Hearing:	Date: _____	By: _____
Modifications:	Date: _____	By: _____
Final Review:	Date: _____	By: _____
Modifications:	Date: _____	By: _____
Appeals:	Date: _____	By: _____
Certificate of Occupancy:	Date: _____	By: _____



# Lease Agreement

## Sand Loam Gravel Extraction

For property owned by David and Patti Khristiansen located 192 Simon Rd, Waldoboro, ME.

This agreement between David W. Kristiansen and Patti L. Kristiansen. Herein called the Lessors and D. R. Flagg & Son Co., Inc. Herein called the Agent for Sand Loam Gravel Extraction is hereby made with the following Terms and Conditions:

Lessors agree to sell Sand Loam Gravel to Agent from a portion of their land located at 192 Simon Rd, Waldoboro, ME. Said portion located on a survey map depicted as Gravel Pit on Survey Map done by Morin Land Surveying, FLD Book No. 30 Plan 352 and Extending in a Southerly direction toward house of lessor, area to be Excavated to be agreed to by both parties.

Agent agrees to construct an access road from Simon Road to Designated Pit as laid out by Lessors. Gravel to be provided by Lessors at no cost. Agent will pay Lessors on a bi-weekly basis \$\_\_\_\_\_ per yd for materials hauled off. Trip Scale Slips and spread sheets will be provided to Lessor upon payment. Lessors agree to lease Gravel Pit to agent for a period of 7 years from day of first extraction of material. 1/2 of loam to be retained for reclamation of pit to be done by agent within 6 months of completion of 7-year lease, unless an extension is granted to agent for additional years.

Agent agrees to pay and Lessors agrees to put into escrow \$\_\_\_\_\_ retainer from agent to be held until reclamation of Pit is satisfied by Lessors at which time the \$\_\_\_\_\_ retainer will be returned to Agent.

Agent agrees not to open up more than 5 acres of disturbed soil at a time without reclaiming a portion, always keeping size of Gravel Pit under 5 acres as required by local and state laws.

Agent agrees to abide by all local and state laws.

Agent agrees to give Lessors proof of Workers Comp Certificate before start of project.



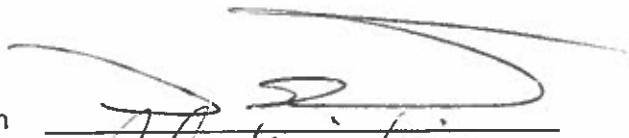

Lessors agree that they are sole owners of property and give agent permission to enter property and extract Sand Loam and Gravel in consistent with terms of this agreement.

Lessors agrees to give to Agent, First Refusal of Extension of lease or sale of gravel pit after 7 year period is expired.

This agreement will start on or before July 30, 2022.

Additional terms or conditions of this agreement can be added or modified with consent of both parties.

Lessors: David W. Kristiansen

Patti L. Kristiansen

Dated: 3-31-22

Agent:

D. R. Flagg & Son Trucking Co., Inc. Paul Flagg President

Dated: 3/1/22

Witness:

Janella J. Smith

Date

3/1/22



WE, IRA MITCHAM and FRANCES MITCHAM,  
of Charleston, Penobscot County, State of Maine  
(being unmarried) for consideration paid,  
grant

R2C 3

DAVID W. KRISTIANSEN and PATRICIA L. KRISTIANSEN  
of Stamford, Connecticut County,  
with warranty covenants, as joint tenants, the land in Waldoboro, Lincoln  
County, State of Maine

A certain lot or parcel of land with the buildings thereon, situated  
in Waldoboro, County of Lincoln and State of Maine, bounded and  
described as follows:

BOUNDED on the north by land of Isa Vose, now or formerly;  
On the east by land of Fred Simon, now or formerly; On  
the south by land of Alma Lamont, now or formerly; and  
On the west by land of Nelson Shuman, now or formerly;  
and being the same premises conveyed by Ethel B. Somes  
by deed dated October 31, 1952 and recorded at the  
Lincoln County Registry of Deeds at Book 514, Page 210,  
to which deed reference is hereby made.

SUBJECT TO pole right heretofore granted to Central  
Maine Power Company.

BEING the same premises granted in a warranty deed from  
Lloyd W. Fernald and Helen M. Fernald dated October  
1968 and recorded in Book 637, Page 177 at the Lincoln  
County Registry of Deeds. For further reference, see  
Quit-Claim deed from Geraldine Douglass to Ronald  
Douglass dated February 28, 1972 and recorded at said  
Registry at Book 722, Page 265. See also deed from  
Ronald Douglass to Ira Mitcham and Frances Mitcham  
dated November 17, 1981 and recorded at the Lincoln  
County Registry of Deeds.

IRA MITCHAM and FRANCES MITCHAM, husband and wife, wife of said grantor,  
joins as grantor and releases all rights by descent and all other rights.

Witness our hands and seals this thirtieth day of November 19 81  
*Ira Mitcham*  
*Frances E. Mitcham*

MAINE REAL ESTATE  
TRANSFER TAX PAID

The State of Maine Lincoln, November 30, 19 81

LINCOLN  
RECEIVED  
AND REC

SS. Then personally appeared the above named  
Ira Mitcham

and acknowledged the foregoing instrument to be his (free act and deed)  
Before me, *[Signature]*  
Justice of the Peace - Attorney at Law - Notary Public

1981 Notary Seal - Just Tenure - 2000 Fee







MAP 13

Continue on Map 14







U.S. Cellular LTE

7:04 AM

29%



Google

(44°09'22"N 69°21'47"W) 2,392 ft



## Maine Parcels Organized Towns Feature



Available digital tax parcel data for Organized Towns in Maine.

Maine Geolibrary | Maxar, Microsoft | Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA





# State of Maine



## Department of the Secretary of State

*I, the Secretary of State of Maine, certify that according to the provisions of the Constitution and Laws of the State of Maine, the Department of the Secretary of State is the legal custodian of the Great Seal of the State of Maine which is hereunto affixed and of the reports of organization, amendment and dissolution of corporations and annual reports filed by the same.*

*I further certify that D. R. FLAGG & SON TRUCKING CO. is a duly organized business corporation under the laws of the State of Maine and that the date of incorporation is October 26, 1995.*

*I further certify that said business corporation has filed annual reports due to this Department, and that no action is now pending by or on behalf of the State of Maine to forfeit the charter and that according to the records in the Department of the Secretary of State, said corporation is a legally existing business corporation in good standing under the laws of the State of Maine at the present time.*

*In testimony whereof, I have caused the Great Seal of the State of Maine to be hereunto affixed. Given under my hand at Augusta, Maine, this sixth day of July 2022.*



*Shenna Bellows*

Shenna Bellows  
Secretary of State



**Article 7:**

**7.1 Buffer**

Site will not remove existing natural vegetative buffer along property lines.

**7.2 Construction Standards**

N/A: No buildings will be created from this proposal

**7.3 Electrical Standards**

No electrical disturbances are expected as a result of this project.

**7.4 Historic Village District Architectural Standards**

N/A: This project is not within the Historic District.

**7.5 Net Developable Acreage**

Site has 80.2 acres and will be using less than 5 acres for the gravel pit. There is already 0.33 acres that are dedicated to the driveway and existing buildings. This leaves over 93.35% of acreage as undeveloped.

**7.6 Noise**

Proposal will comply with standards. Work typically will not start earlier than 6:30 am, and no later 5:00 pm.

**7.7 Lighting**

Proposal will comply with standards.

**7.8 Refuse Disposal**

Any waste or refuse on site will be removed from the site on that day.

**7.9 Sanitary Provisions**

N/A: No new septic system is proposed nor a new permanent restroom facility.

**7.10 Signs**

N/A: No signs are proposed.

**7.11 Storage of Materials**

Any materials stored outdoors will be securely locked.

**7.12 Emergency Services**

There are no buildings proposed to require a lockbox for access nor will need an abundant source of water in the event of a fire-related emergency.

**7.13 Archaeological/ Historic Sites**

Project is expanding an existing gravel pit on site.

**Article 8:**

**8.1 Stormwater Management**

Stormwater will follow existing natural water course as required under 10.8.3.11 (Storm Drainage, Water Courses).

**8.2 Erosion Control**

Proposal will follow restoration conditions under 10.8.3.12 (Disturbed Areas).

**8.3 Hydrogeologic Assessment of Groundwater Impacts**

N/A: Proposal will not be using 2,000 gallons of water per day.

**8.4 Water Quality Impacts**

Proposal will not cause an impact to groundwater both on and off site. There will be not discharged treatment or any storage facilities from this project that could impact the nearby water sources.

**8.5 Phosphorus Control**

N/A: Proposal is not located within a Great Pond or Great Lake watershed.

**8.6 Soils**

Site has been used a gravel pit in the past and is suitable for resource extraction.

**8.7 Air & Water Pollution**

The proposed activity will cause no undue air or water pollution on or off site.

**8.8 Aesthetic, Cultural, and Natural Values**

The proposed activity is takes place entirely on private property that has had a gravel pit in the past. The proposal will not have an adverse impact on natural sites or wildlife habitats.

**8.9 Flood Zone**

There are no FEMA designated floodplains.

**8.10 River, Streams, Brooks, and Wetlands**

The closest wetland is 250 ft to the west of the proposed gravel extraction pit.

**8.11 Buffer Requirements for Water Quality Protection**

N/A: The site is not located near a stream nor body of water.

**Article 9:**

**9.1 Traffic Impact Analysis**

N/A: There is not going to be 50 parking spaces nor 100 vehicle trips within a peak hour.

**9.2 Street Access, Driveways, Street/ Road Construction Standards**

Site already has access to Simon Road.

**9.3 Parking and Loading**

Parking will be for the term of the contract and not involve a paved parking area. All parking will be outside of public view, will not create traffic congestion on a local street, and will be at least 8 feet from any side

or rear lot line. This proposal does not include providing a minimum parking requirement since there are no plans for a paved parking area. The proposed site will be reseeded when complete.

**Article 10 (Section 10.8 Excavation/ Borrow Pits):**

**10.8.1 Permit Required**

The proposal will exceed 1,000 cubic yards of material within a 12 month period, this is not primarily done as part of a landscaping or construction project, nor is part of a right-of-way project.

**10.8.2 Submission Requirements**

1. Application is prepared for site plan review
2. Waiver: We ask the Planning Board to waive the hydrogeologic study since the site has been used as a gravel pit in the past and will only be a proposed use for 7 years.
3. Site will be reseeded when the contract is not renewed past the 7<sup>th</sup> year as noted with the retainer amount noted in the lease.

**10.8.3 Performance Standards**

1. Proposal is over 100 feet from the closest property line, as confirmed by the Tax Maps.
2. The site is visually isolated and will take precautions if there is standing water accumulation.
3. No slope will be steeper than 3 feet horizontal to 1 foot vertical as a result of this proposal.
4. The provided lease agreement acknowledges that Workers Comp Certificate will be provided before the start of project. A copy of liability insurance will be shown to Stan Waltz prior to excavation.
5. The hours are based on the amount of work that we receive. There are no plans to operate at unreasonable hours.
6. Loaded vehicles will be suitably secured to prevent contents from spilling or blowing over.
7. The site uses over 300 feet of an existing driveway attached to Simon Road to access the site and the old access to the site.
8. No debris or equipment will be left at this site.
9. Site will be restored to the site owner's satisfaction within 6 months of the work being complete and the contract has been fulfilled.
10. All debris is being moved off site to an approved location for disposal.
11. As stated under Section 8.1, the work will not alter the existing drainage points and not significantly increase drainage onto an abutting property.
12. As part of the remediation and Erosion Control, the site will be reseeded to stable conditions when the lease agreement is fulfilled.
13. There will be no permanent slope greater than 3 feet horizontal and 1 foot vertical.
14. The site will use a topsoil or loam for the disturbed area, which will then be reseeded to the owner's satisfaction.
15. Excavation will not occur within 5 feet of a seasonal high-water table.

**10.8.4 Imposition of Conditions**

These are optional conditions set by the Planning Board. We ask the Board to keep in mind that this will be a small operation kept under 5 acres.

