

*Jim Krosschell*

**Walmart on the Weskeag**

**S**uper-sizing is coming to my neighborhood in mid-coast Maine. Walmart is building a new store in Thomaston, and I don't know whether to despair or rejoice.

The crying part is easy. Not only is it obscene that the regular old Walmart – so small and dingy! – just four miles away in Rockland will close. Much worse is that Thomaston Commons, the faux New England name for one behemoth Supercenter and a couple of storelets, is rising directly on the headwaters of the tidal Weskeag River, which runs down into pure Penobscot Bay through some of the best saltwater marshes for birds in Maine. This means that Walmart will be an equal-opportunity despoiler. It is paving over freshwater wetlands in asphalt and cement, and at the same time potentially pollutes saltwater wetlands through the run-off of oils and chemicals accumulating on all those new impervious (yes, that's the technical term) surfaces.

The laughing part is just as simple. The state requires significant compensation for the right to despoil 100,000 square feet of wetlands. That we laugh and cry at the same time is the conundrum.

It's the way much of conservation really happens in Maine these days.

When I first heard that the new Walmart had been approved, indignation rushed me to Google and soon enough I was reading about the Maine Natural Resources Conservation Program. Since 2008, companies destroying wetlands or other habitat have continued to get their permits from the Department of Environmental Protection and the U.S. Army Corps of Engineers in the usual way, but the new program required that the companies also pay in-lieu-fees (nicely abstract wording, don't you think?) into a fund intended to preserve or restore wetlands in other parts of the state. (The fund is administered by The Nature Conservancy, thus completing a very strange trinity, especially since DEP is administered as of this writing by a lawyer who previously lobbied for chemical and oil companies.) MN-RCP has already distributed millions of dollars to conservation projects around the state.

I also found the completed DEP document for the new supercenter, called *Project Data Worksheet and Department Order for Thomaston Commons*, with copies of an invoice from TNC and a check from Wal-Mart, Inc. The worksheet lists the 16 standards that companies must address when they propose new developments, along with DEP's findings on Walmart's efforts in this particular case. Here are the standards, a few of the findings, and a touch of editorializing. (You do want to know how sausage is made, right?)

1. *Project Description*. Under the section of this standard called Public Interest, DEP says it received, evaluated and in some cases asked for supplementary information from a number of interested persons, who apparently had written letters that "expressed concerns regarding adverse impacts to the Weskeag River, construction and maintenance practices, and contaminated soils at the project site." See Standard 5 for the effect of such letters.

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2. *Financial Capacity*: DEP finds that the applicant has “adequate financial capacity” for this project. The estimated cost of \$22 million works out to be 0.005 percent of Wal-Mart, Inc.’s annual sales. I didn’t know that DEP has a sense of humor.

3. *Technical Ability*: It’s clear from this long section that the mass of regulations used to assess development is extremely beneficial to consultants. Walmart employed scores of them.

4. *Noise*: Applicant promises to reduce noise by muffling rooftop HVAC equipment, and by unloading trucks at the back of the building. The people who live within 150 feet of Thomaston Commons will appreciate the consideration.

5. *Scenic Character*: DEP finds no problem with any kind of visual despoilment. On this section of US Route 1, Walmart is the perfect companion to Applebee’s, Lowe’s, Shepard Toyota, Rockland Ford Lincoln Mercury, Enterprise Rent-A-Car, Shell, Hampton Inn, Flagship Cinemas, McDonald’s. I’m delighted to know, however, that applicant’s site drawing “depicts existing vegetation and additional landscaping to create a vegetative barrier on all sides of the proposed development as a visual screen.” It’s not clear what’s being screened from what.

It’s also noteworthy that this clause is the only place in the entire document in which an “interested person” from Finding 1 is quoted and whose concern has had an effect. He or she contends “that the proposed lighting plan for the development will significantly alter nighttime views.” In response, applicant agrees to lower the height of the light poles from 29 feet to 25 feet.

In summarizing Finding 5, DEP notes that “the proposed project will not have an unreasonable adverse effect on the scenic character of the surrounding area.” There’s that understated Maine humor again.

6. *Wildlife and Fisheries*: Oh, no, there’s significant bird habitat in applicant’s way! No problem, applicant won’t build there and will graciously maintain a 250-foot buffer between thrush and trash. There are no fish to worry about, fortunately.

7. *Historic Sites and Unusual Natural Areas*: Long gone....

8. *Buffer Strips*: See #5.

9. *Soils*: An interested person, perhaps the same one as before, worries here about contamination left by a former junkyard on the site. Reviewing, and perhaps snowed under by, a blizzard of forms filled out by agents and consultants, DEP concludes there is no contamination. Quite sternly, however, DEP instructs applicant that if contamination is found during excavation and construction, it must report immediately to the principal’s office.

10. *Stormwater Management*: We’re talking water at last, and it’s starting to get interesting. The proposed project “lies within the watershed of an unnamed stream that is a tributary to Marsh Brook, which drains to the Weskeag River” and then through those protected salt marshes and down to the bay. An impressive array of acronyms and forms and standards and procedures follows, whereupon DEP proclaims that applicant has made

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“adequate provision” to prevent pollution by stormwater run-off. In ten years let’s ask the egrets in the marsh.

11. *Groundwater*: No aquifer problems are noted.

12. *Water supply*: Aqua Maine, Inc., the local water company, certifies that it can supply the 6,717 gallons of water estimated to be used by the supercenter each day. And I worry about *my* use of water.

13. *Wastewater Disposal*: The Town of Thomaston will extend its sewer line to handle 6,717 gallons of daily wastewater. Walmart upholds its frugal reputation and expects (I assume) to lose no water to evaporation, or drinking, or the needs of vegetative barriers.

14. *Solid Waste*: The Commons is expected to generate 233 cubic yards of commercial waste per month. (That’s 6,291 cubic feet – three times the volume of the room in which I write.) It will be trucked to the Juniper Ridge Landfill in Old Town, Maine, 75 miles away, a landfill owned by the state. It isn’t clear who pays.

15. *Flooding*: Floods of water are judged not to be a problem. Floods of plastic are not DEP’s concern.

16. *Wetlands*: This is the crux of the matter, and one sentence says it all: “The applicant proposes to alter 101,374 square feet of emergent, forested, and scrub shrub freshwater wetland to construct a three-lot commercial development.” I suppose they couldn’t say “destroy.”

In order to get the building permit, applicant has to meet three standards: Avoidance, Minimal Alteration, and Compensation.

*Avoidance*: The standard says that “no activity may be permitted if there is a practicable alternative to the project that would be less damaging to the environment.” DEP then goes on to review the efforts that Walmart’s consultants took – they reviewed eight alternative sites! not including Rockland, apparently – and ends with another perfect sentence of double-speak: “While the site that was ultimately selected does not result in the least amount of wetland alteration of all sites in consideration, it results in the least amount of wetland alteration of the sites that meet the applicant’s selection criteria.” Gee, guys, who’s driving this truck, anyway? Sounds to me like a foregone conclusion.

*Minimal Alteration*: Since DEP basically pre-approved the site, it doesn’t really matter that the applicant dutifully presented “a series of alternative layouts for the proposed development such as variations of building and parking orientations.” How about not building at all? That truly would be minimal.

*Compensation*: That check from Wal-Mart, Inc. for the in-lieu-fee amounts to \$402,545.78. That’s \$3.97 per square foot of destroyed wetland (which sounds like a Walmart price: “Attention shoppers, wetlands now on sale in aisle 3”). Who says Walmart isn’t environmentally conscious?

Now, all together, let’s try to feel good about 400 grand. And of course I do. I’ve looked at the list of projects funded by the MNRCP as a result of all the ILFs assessed state-wide over the last few years, and it’s wonderful – 17 projects and \$2.4 million for 2012 alone. The program’s governing principle is that “compensation is required to achieve the goal of no net

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loss of wetland values and functions." Damn them all. I have to agree. If the elected officials of the Town of Thomaston, and by extension its people, want their section of Route 1 to look like other visionary places generating buckets of tax revenue - Homestead, Florida and Lynn, Massachusetts come to mind - and thereby the Georges River Land Trust, for example, gets \$170,000 to help conserve the St. George River's tidal areas, how can I argue? More Walmarts, please!

Setting aside the inanity of building one Walmart so close to another - oh, and the embarrassing predation of a huge corporation on a small town's propensity for greed, and the spectacle of yet another cavernous, climate-controlled space dealing without conscience in the necessary and the unnecessary alike, not to mention the gobs of climate-changing plastic and the cheapest of sweat-shop imports on sale in that space - Thomaston Commons represents a new moral system working well. To do God's work, we must make pacts with the devil.