1. Legal Ad

   Documents: PB LEGAL AD 5-26-15.PDF
2. Agenda 5-26-15

   Documents: PB AGENDA 5-26-15 - COPY.PDF
3. 1945 Congress Street

   3.I. Memo

   Documents: CONGRESS ST. - 1945 (MEMO).PDF

   3.II. Appendix A (1 Of 3)

   Documents: CONGRESS ST. - 1945 (APPENDIX A - 1-20-15 MEMO (1 OF 3).PDF

   3.III. Appendix A (2 Of 3)

   Documents: CONGRESS ST. - 1945 (APPENDIX A - 1-20-15 MEMO (2 OF 3).PDF

   3.IV. Appendix A (3 Of 3)

   Documents: CONGRESS ST. - 1945 (APPENDIX A - 1-20-15 MEMO (3 OF 3).PDF

   3.V. Appendix B

   Documents: CONGRESS ST. - 1945 (APPENDIX B - ZONING ALTERNATIVE).PDF

   3.VI. Memo Attachments

   Documents: CONGRESS ST. - 1945 (MEMO ATTACHMENTS).PDF
4. 89 Anderson Street

   4.I. Report

   Documents: ANDERSON ST. - 89 (REPORT).PDF

   4.II. Report Attachments

   Documents: ANDERSON ST. - 89 (REPORT ATTACHMENTS).PDF

   4.III. Applicants Submittal

   Documents: ANDERSON ST. - 89 (APPLICANTS SUBMITTAL).PDF

   4.IV. Plans (1 Of 2)

   Documents: ANDERSON ST. - 89 (PLANS) (1 OF 2).PDF

   4.V. Plans (2 Of 2)

   Documents: ANDERSON ST. - 89 (PLANS) (2 OF 2).PDF

   4.VI. Public Comment

   Documents: ANDERSON ST. - 89 (PUBLIC COMMENT).PDF
5. 185 Fore Street

   5.I. Report

   Documents: FORE ST. - 185 (REPORT).PDF

   5.II. Report Attachments

   Documents: FORE ST. - 185 (REPORT ATTACHMENTS).PDF

   5.III. Plans

   Documents: FORE ST. - 185 (PLANS).PDF

   5.IV. Applicants Submittal #1

   Documents: FORE ST. - 185 (APPLICANTS SUBMITTAL 1).PDF

   5.V. Applicants Submittal #2

Documents: FORE ST. - 185 (APPLICANTS SUBMITTAL 2).PDF

5.VI. Applicants Submittal #3

Documents: FORE ST. - 185 (APPLICANTS SUBMITTAL 3).PDF

6. 16 Middle Street

6.I. Report

Documents: MIDDLE ST. - 16 (REPORT).PDF

6.II. Report Attachments

Documents: MIDDLE ST. - 16 (REPORT ATTACHMENTS).PDF

6.III. Public Comment

Documents: MIDDLE ST. - 16 (PUBLIC COMMENT).PDF

6.IV. Applicants Submittal #1

Documents: MIDDLE ST. - 16 (APPLICANTS SUBMITTAL 1).PDF

6.V. Applicants Submittal #2

Documents: MIDDLE ST. - 16 (APPLICANTS SUBMITTAL 2).PDF

6.VI. Applicants Submittal #3

Documents: MIDDLE ST. - 16 (APPLICANTS SUBMITTAL 3).PDF

LEGAL ADVERTISEMENT
PORTLAND PLANNING BOARD MEETING

The Portland Planning Board will hold a meeting on Tuesday, May 26, 2015, Council Chambers, 2nd Floor, City Hall, 389 Congress Street. **Public comments will be taken at this meeting.**

Workshop – 4:30 p.m.

i. Zoning Map Amendment from R-2 Residential to OP Office Park; 1945 Congress Street; Northland Enterprises, Applicant. The Board will hold a workshop to consider a zoning map amendment application by Northland Enterprises who are seeking the zone change in order to renovate the Elks building for use by the Elks and to develop 2 buildings. The new structure would include a 15,000 sq. ft. medical building; and a 35,300 sq. ft. general office building with associated parking on the site. Access to the site will be off the UNUM Park Drive, which connects to Congress Street at the International Parkway intersection.

Public Hearing – 7:00 p.m.

i. 89 Anderson Street, East Bayside Lofts; Level II Site Plan; Redfern Bayside, LLC, Applicant. The Board will hold a public hearing on a proposal for a mixed use building to include; ground floor commercial for 2 or 3 businesses, including a restaurant, parking, and 53 residential rental apartments on floors 2 through 4. The mix of housing units includes 10 efficiency, 34 one-bedroom, and 9 two-bedroom units. Ground level parking is proposed with a total of 53 spaces. The project is located in the B-1b zone.

ii. 185 Fore Street; Level III Site Plan and Subdivision; Bateman Partners, LLC, Applicant. The Board will hold a public hearing on the application to construct a 4 story mixed-use building. The first floor contains 4,085 sq. ft. of retail use and 8 residential units are proposed for the 2nd through 4th floors. Parking will be provided at the adjoining Ocean Gateway garage and the project is located in the B-5B zone.

iii. 16 Middle Street; Level III Site Plan; Bateman Partners, LLC, Applicant. The Board will consider an application to construct a 5 story mixed-use building with retail uses on the ground floor and professional office uses on the upper floors. Parking will be provided at the adjoining Ocean Gateway garage. The project is located on the corner of Middle and Hancock Street Extension in the B-5b zone.

STUART O'BRIEN, CHAIR - PORTLAND PLANNING BOARD

CITY OF PORTLAND, MAINE

PLANNING BOARD

Stuart G. O'Brien, Chair
Elizabeth Boepple, Vice Chair
Sean Dundon
Bill Hall
Carol Morrissette
Jack Soley
David Eaton

AGENDA
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PUBLIC HEARING – 7:00 p.m.

1. ROLL CALL AND DECLARATION OF QUORUM

2. COMMUNICATIONS AND REPORTS

3. REPORT OF ATTENDANCE AT THE FOLLOWING MEETINGS:

May 12, 2015

Public Hearing Meeting Only: Boepple, Dundon, Hall (left at 9:55 p.m.), Eaton (recused first item), and Soley present. O'Brien and Morrissette, absent.

May 19, 2015

Workshop Meeting Only: Boepple, O'Brien (5:05), Dundon, Eaton, Morrissette, and Soley present. Hall absent.

4. REPORT OF DECISIONS AT THE MAY 12, 2015 MEETING:

i. 605 Stevens Avenue; Zoning Map and Land Use Code Text Amendment Application; Residential R-5 to Residential R-5A; Seacoast at Baxter Wood Associates, LLC., Applicant. Hall moved and Dundon seconded a motion that based upon all the materials and testimony before the Board, including Planning Board addendum dated May 12, 2015, the Board found the proposed Land Use Code text amendments are consistent with the comprehensive plan and recommended adoption of the amendments to the City Council. Vote: 4-0, Eaton recused. O'Brien and Morrissette absent. Hall moved and Dundon seconded a motion that based upon all the materials and testimony before the Board, including Planning Board addendum dated May 12, 2015, the Board found the proposed map amendment is consistent with the comprehensive plan and recommended adoption of the R-5A map amendment to the City Council. Vote: 4-0, Eaton recused. O'Brien and Morrissette absent.

ii. 667 Congress Street; Zoning Map Amendment Application; Residential R-6 to Downtown Business B-3; Redfern Properties, Applicant. Soley moved and Eaton seconded a motion that the based upon all the materials before the Board, the proposed B-3 map amendment and B-3 Height Map amendments for a maximum building height of 85 feet with a 45 foot height limit within 40 feet of the rear property line are consistent with the comprehensive plan and recommends adoption to the City Council. Vote: 4-0. Hall, O'Brien and Morrissette absent.

4. NEW BUSINESS

i. 89 Anderson Street, East Bayside Lofts; Level II Site Plan; Redfern Bayside, LLC, Applicant. The Board will hold a public hearing on a proposal for a mixed use building to include; ground floor commercial for 2 or 3 businesses, including a restaurant, parking, and 53 residential rental apartments on floors 2 through 4. The mix of housing units includes 10 efficiency, 34 one-bedroom, and 9 two-bedroom units. Ground level parking is proposed with a total of 53 spaces. The project is located in the B-1b zone.

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STUART O'BRIEN, CHAIR - PORTLAND PLANNING BOARD

Memorandum
Planning and Urban Development Department
Planning Division

To: Chair O'Brien and Members of the Portland Planning Board
From: Nell Donaldson, Planner
Date: May 21, 2015
Re: 1945 Congress Street Map Amendment
CBLs: 216-A-6, 217-A-1
Meeting Date: May 26, 2015

I. INTRODUCTION

Northland Enterprises, LLC returns to the planning board for a second workshop on a zoning amendment request related to a property at 1945 Congress Street in Stroudwater. The property is currently zoned Residential R-2 and is occupied by Elks Lodge #188. The applicant proposes to rezone the lot to Office Park (O-P) in order to allow the development of medical and general office buildings on the site. In this most recent iteration of their application, Northland has paired the proposed map amendment with a request for a text amendment to the O-P zone.

The board previously met to discuss the proposed rezoning on January 20, 2015. At that meeting, the board heard a number of public concerns around questions of residential encroachment, consistency with the comprehensive plan, and precedent, as well as some support for the proposal. The board engaged in substantial discussion surrounding possible alternative zoning designations, the conceptual drawings for the site, and conformity with the comprehensive plan. The board requested that the applicant revise the application, rework the conceptual plan, and resubmit. In response, and in the time since, the applicant has met with the Stroudwater Village Association to discuss plans, revised the conceptual plan and developed renderings depicting the site, and submitted a second, more involved comprehensive plan analysis. This memo describes changes in the application, considers several other, alternative zoning designations, and presents possible options for the requested text amendment.

A legal ad for the planning board workshop on the proposal was posted on the city's web page and appeared in the *Portland Press Herald* on May 19 and 20, 2015. Notices were also sent to 70 property owners within 500 feet of the site and to the interested citizen list.



Figure 1: 1945 Congress Street in context.

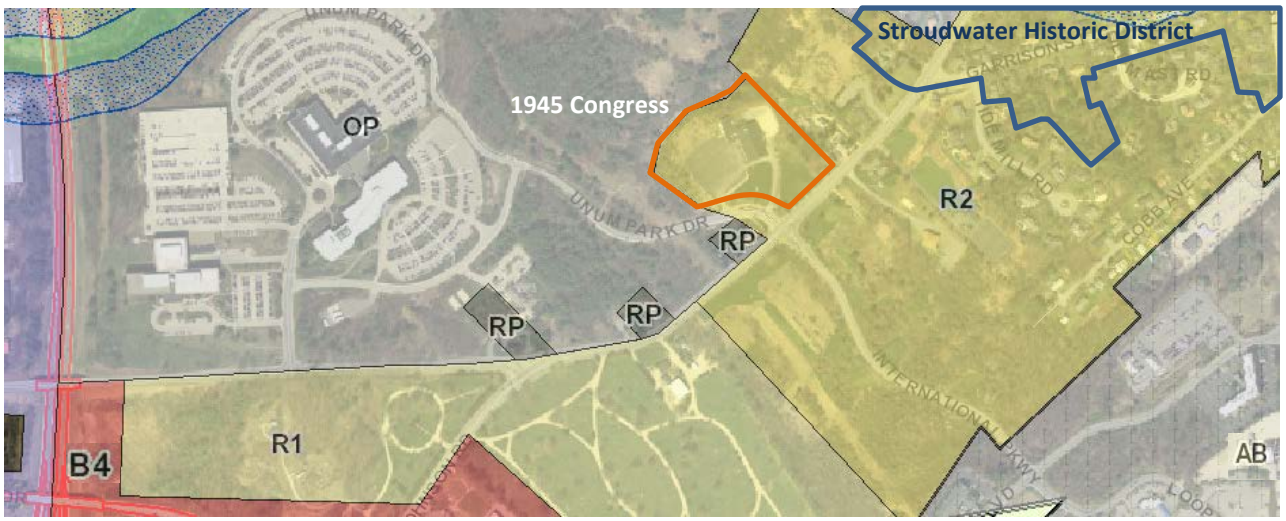


Figure 2: 1945 Congress Street, existing zoning

II. BACKGROUND

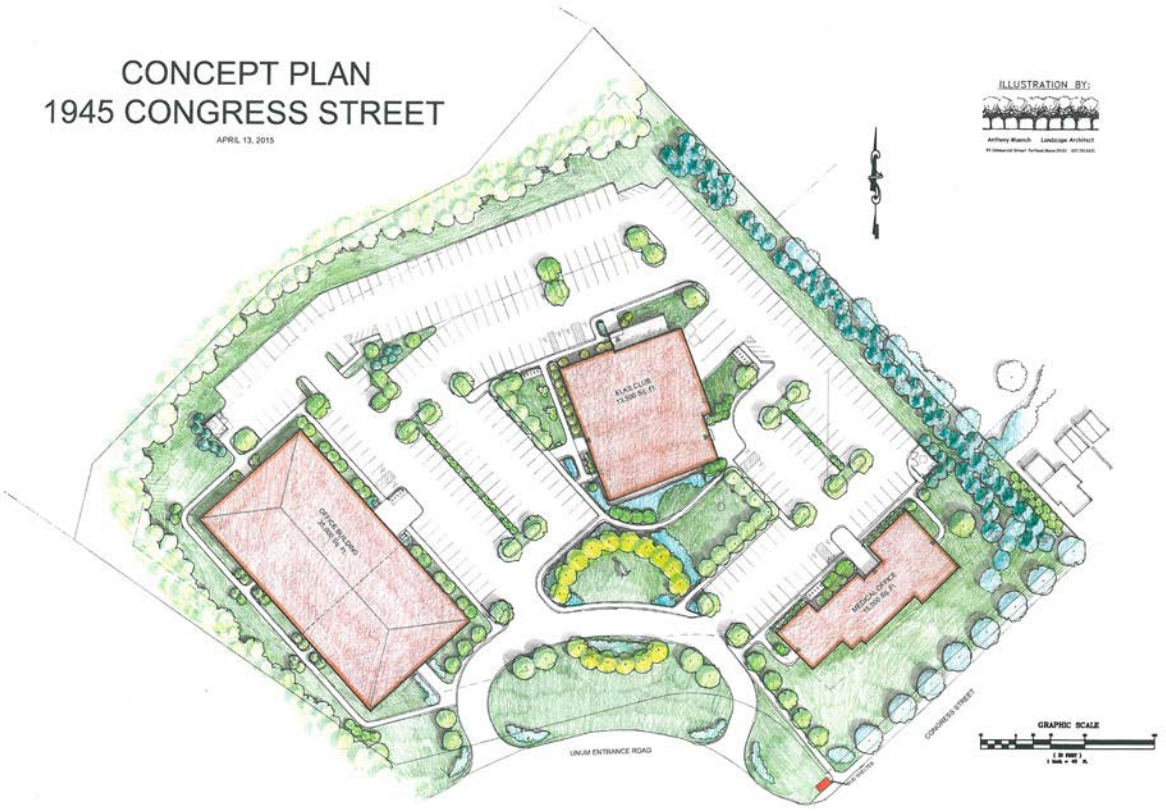
The 1945 Congress Street site is approximately 7 acres in size and has housed Lodge #188 of the Benevolent and Protective Order of Elks and their associated parking since the late 1960s. Although the site has frontage on Congress Street, access is from Unum Park Drive. Residential uses abut the site both to the northeast and southwest across Unum Park Drive. Unum lies directly to the west, the Jetport lies due south, and several places of assembly sit across Congress Street to the east.

The site is currently zoned Residential R-2, as is the land to the south and east, which, again, is developed largely with single-family homes. The residential neighborhood around Garrison Street, within this R-2 zone, is nationally designated as the Stroudwater Historic District. A Residential R-1 zone can be found to the west south of Congress Street; this zone houses the Brooklawn and Temple Beth El cemeteries. The Unum site lies in the nearest Office Park (O-P) zone, to the immediate west of the site. Several small Residence-Professional (R-P) zones can also be found to the west on Congress Street. The R-P zone immediately west of 1945 Congress houses several single family homes; the other R-P zones in this area generally house retail and personal service establishments in repurposed residential buildings.

III. CONCEPTUAL PLAN

As noted above, the applicant has provided revised drawings depicting the proposed development on the 1945 Congress site *(Attachments 5 and 6)*. The applicant's cover letter states, "the entrance to the site and the parking has been revised in an attempt to create more of a campus feeling. In addition, buffering between the subject site and adjacent residential neighbors has been increased" *(Attachment 1)*. The concept plan shows a landscaped focal area around the Elks statute at the entrance to the site, as well as additional landscaping directly around the Elks building and along the northeastern property line. Photos depicting a potential treatment for this property line show thick, naturalized evergreen landscaping *(Attachment 4)*.

The plan continues to include a significant amount of off-street parking, including bus and motorcycle parking spaces, although the degree of proposed parking was discouraged by both staff and the board at the workshop on January 20. The applicant writes, "[c]onsiderable thought has gone into the amount of and the layout of the parking areas. We have taken into consideration the future needs of our building owners and tenants, while attempting to keep the parking to the smallest practical amount. The current site has 205 lined parking spaces and a gravel parking area than accommodate an additional 45 parking spaces…The current plan is to increase the total amount of building square footage on the site by 40,442 SF and increase the number of parking spaces to a total of 282. This is an increase of 32 new parking spaces…a very reasonable increase." It should be noted that the original proposal included 305 parking spaces. The applicant also notes that a bus shelter has been added to the plans.







Figures 3, 4, and 5: revised conceptual plan and renderings of the 1945 Congress site

In addition to the revisions to the concept plan, the applicant has provided several renderings of the site, as envisioned under a zone change to the O-P, from the east and the west. These begin to depict the scale of the proposed buildings, the setbacks, and some of the buffering shown in the concept plan.

IV. PROPOSED MAP & TEXT AMENDMENTS

Current Zoning: R-2 (Residential)
Proposed Zoning: O-P (Office Park) with text amendment making places of assembly a conditional use
Current Uses: Elks Lodge
Proposed Uses: Elks Lodge; medical office; general office
Parcel Area: 304,892 SF (6.99 acres)
Area to be Rezoned: 304,892 SF *(to be confirmed)*

The current application requests both a map change to rezone the property at 1945 Congress Street from R-2 to O-P, as well as an associated text change. The map change is a function of the fact that the applicant's desired use, medical and general office, conflicts directly with the existing zoning; the R-2 zone does not allow office uses either by right or conditionally. The text amendment derives from discussion at the January 20 meeting, where a number of board members expressed concerns about the prospect of rezoning the 1945 Congress site to O-P given that places of assembly are not listed as permitted or conditional uses in the O-P zone (and thus the existing Elks Lodge would be rendered non-conforming). It should be noted that the January 20 staff memo included comments from Ann Machado, the city's acting zoning administrator, confirming that the Elks Lodge would become a legal non-conforming use under the map amendment. She wrote that "the use could be maintained but the building could not be expanded and the nonconforming use would be abandoned if the use as a place of assembly is discontinued for twelve months" *(Appendix A).*

In order to address the board's concern about the non-conforming use, and at the suggestion of the board, the applicant has modified the application to include a text amendment to make places of assembly a conditional use in the O-P zone. Through this amendment, places of assembly would join high-technology manufacturing, temporary wind anemometer towers, and wind energy systems as the O-P zone's conditional uses.

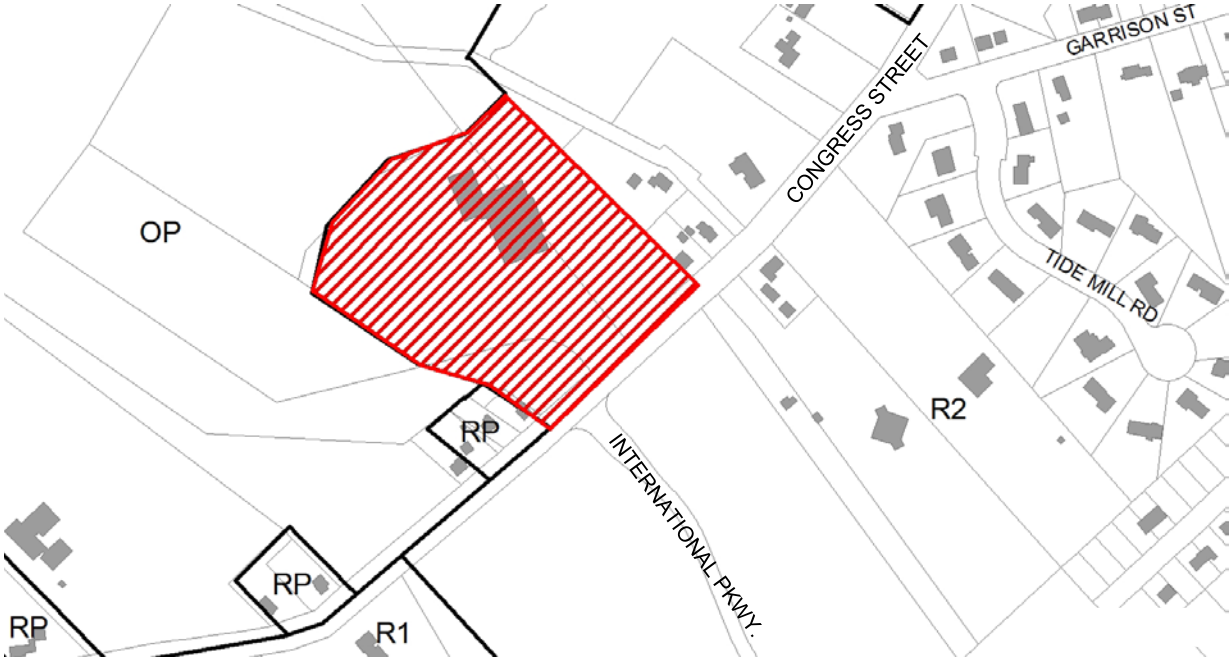


Figure 6: Area of proposed rezoning

V. ALTERNATIVE ZONING DESIGNATIONS

During the January 20 workshop, board members expressed a desire to review other possible zoning designations for the 1945 Congress site and the area. In addition to the O-P zone, the staff memo for that workshop included an assessment of the potential of the Residence-Professional (R-P) zone, since that zone permits the desired use and can be found in the immediate vicinity as well *(Appendix 1)*. For this memo, staff has also reviewed the purpose statements, dimensional requirements, and permitted uses of the Neighborhood Business (B-1) and Community Business (B-2) zones. Full comparative tables are included in Appendix B. It should be noted that the applicant has previously reiterated their preference for the O-P zone.

1. Existing Residential R-2

The existing R-2 zone is clearly designed to encourage residential development. The zone permits a very limited range of uses, including single-family homes, municipal uses, and home occupations, by right. As such, under the existing zoning, the redevelopment opportunities for the 1945 Congress site are fairly confined. With a conditional use permit, the lot could be redeveloped as a university or school (as has been previously considered under a separate zoning amendment application related to Husson University), or as a long-term, extended care or day care facility, among other uses. Residential buildout would be governed by a 10,000 SF minimum lot size and a street frontage requirement of 50 feet. Non-residential buildout would basically be limited by the maximum lot coverage regulation of 20%, with floor area further restricted by maximums which would apply in the case of a college or university (24,000 SF) or place of assembly (5,000 – 9,000 SF for small or medium places of assembly).

Some of the public comment received over the course of the review has suggested that the site might be developed as housing. A higher density zone could encourage this housing development, but the Elks have argued that their functions would be incompatible with residential uses on the site. Residential zones do not accommodate the applicant's desire for office uses.

2. Proposed Office Park (O-P)

The O-P zone is designed for a decidedly different type of use, the office park, in "a park- or campus-like setting which are of the highest quality, are well designed and maintained, and are compatible with their natural surroundings." Under the proposed zone change to O-P, in addition to office, some more industrial uses, such as printing and publishing establishments and high-technology manufacturing, would be permitted either by right or conditionally. The potential buildout of the lot is more significant, with 60% maximum impervious surface (which, it should be noted, includes building footprints and is meant to preserve some open space on site) and a height limit of 55 feet. The O-P zone requires a master plan, with parameters for the master plan established under the development standards of the zone. (This master plan requirement predates and is distinct from the recently adopted provisions under the site plan ordinance for master development plans.) Under the O-P zone's master plan requirement, any office park developed in the zone would be subject to development standards regulating the design, landscaping, sidewalks, screening, preservation of natural features, traffic, lighting, and signs of the development. The master plan review, in addition to site plan (as well as potentially subdivision) review, would provide the board a significant opportunity to guide the site's development.

The O-P provides the benefit of adjacency with the 1945 Congress Street site, as it lies directly to the west and to the north of the site. Thus, if rezoned to O-P, the rezoning would stand as a contiguous expansion of an existing zone. In terms of consistency with the application of the zone in other locations in the city, the O-P zone is clearly written for campus-style office developments in settings near the city's outskirts. As noted above, the O-P has the benefit of development standards, which could help to limit neighborhood impacts and the potential for neighborhood encroachment.

3. Residence-Professional (R-P)

The R-P zone, as previously presented to the board, is designed for professional office uses which are located on or near major transportation corridors and are "compatible in scale" with surrounding residential development. The zone is also written to function as a "buffer" between residential and more intensive non-

residential zones. Under a zone change to R-P, a broader array of uses would be permitted, including residential, professional office, and business services. Daycares, schools, places of assembly, and long-term care facilities would be permitted as conditional uses. The buildout of these uses would be tempered, much as they are in the O-P zone, by the .45 maximum floor area ratio and the 60% maximum impervious surface limits established by the nearest residential zone. The height limit, at 45 feet, would be less than under the O-P. No master plan would be required.

The R-P zone also provides the benefit of adjacency with the 1945 Congress site, as it borders the property to the southwest. For context, many of the city's existing R-P zones consist of small lots and house converted residential buildings, as are found immediately west of the 1945 Congress site. Many of these types of R-P zones are small in size and can be found as bookends to business zones, as was the original intent of the zone. There are also some examples of recent conventional office development on larger sites in R-P zones, as can be found on Sewall Street, outer Congress at Frost Street, or at Martin's Point. As noted at the January 20 workshop, the R-P does not provide for the master plan design control of the O-P zone.

4. Neighborhood Business B-1

In an effort to evaluate all possible zones for this area, staff also reviewed the potential of the Neighborhood Business B-1 zone. The B-1 is designed for "limited areas for the location of small-scale commercial establishments intended to serve a local market," and the B-1 language attempts to incentivize mixed-use development of a "pedestrian scale." B-1 zones are generally designed for small, corner locations on minor arterials and local streets. The zone allows general and professional offices as well as "places of religious assembly" by right. In addition, the zone allows residential, restaurants, and retail establishments. The dimensional standards are clearly written to cultivate a more urban form; there is a front yard maximum of 10 feet and a maximum side yard setback on a side street of 10 feet. The maximum impervious surface is 90%.

The B-1 can be found in small areas east of the site on Congress Street, including the area at Congress and Waldo Street in Stroudwater Village and at Congress and Massachusetts Avenue. Generally, the uses and form encouraged by the B-1 seems to fit neither the development envisioned by the developer nor, in many ways, the property in question. The applicant has shown single-use office buildings set far from the street with open areas surrounding them, matching the context of the Jetport and many of the neighbors and reflecting the lower density, more bucolic character promoted by the surrounding zoning. Likewise, one could argue that the pedestrian-oriented nodal, mixed-use development supported by the B-1 would be more appropriate for a smaller scale intersection with denser surrounding uses, such as can be found east of the site in Stroudwater Village proper.

5. Community Business B-2

As with the B-1 zone, staff reviewed the B-2 zone for potential application in this area. The B-2, in contrast to the B-1, is designed "[t]o provide location for the development and operation of community centers offering a mixture of commercial uses, housing and services serving the adjoining neighborhoods and the larger community." It thus tends to be found along major arterials and is decidedly more liberal in its permitted uses. The zone allows general and professional offices, as well as places of assembly. In addition, the zone permits colleges, universities, and trade schools, billiard parlors, drinking establishments, restaurant drive-throughs, health clubs, and hotels, among others. The dimensional standards have recently been rewritten to approximate those of the B-1; thus, there is a 10 foot maximum front yard setback and a maximum impervious surface of 80%.

The nearest B-2 zones can be found east of the site at Westgate Shopping Center, around Portland Gastroenterology and the Clarion Hotel, and at Pine Tree Shopping Center on Brighton Avenue. Given the high volumes on Congress Street, B-2 might serve as a better designation for this area than B-1. Further, a B-2 zoning amendment, with its opportunities for high-density housing and commercial, could provide the potential for transit-oriented development along what is one of the city's major commuter corridors. However, in many ways, again, this vision fails to mesh with that of the developer as well as the broader context, where a lower-density form has generally been encouraged at the airport, Unum, and the nearby

cemetery. In addition, the broad range of uses permitted in the B-2, while presenting an opportunity, could also generate greater negative impacts for neighboring residents and likely engender additional concerns regarding encroachment.

6. Conditional Zoning Agreement

Last, at the January 20 workshop, board members also raised the possibility of a conditional zoning agreement for the site, which could resolve issues of existing non-conformities as well as give the board design and buildout control. Per *Section 14-60*, a conditional zoning agreement is "authorized for rezoning of a property where, for reasons such as the unusual nature or unique location of the development proposed, the city council finds it necessary or appropriate to impose, by agreement with the property owner or otherwise, certain conditions or restrictions in order to ensure that the zoning is consistent with the city's comprehensive plan." Thus, the board would be required to make the argument that the site is of an unusual nature or unique location and, to comply with state statute, that the rezoned area is consistent with the existing and permitted uses of the R-2 zone. The R-2 zone does not permit office uses, even under conditional status. Given this, the question of consistency could be difficult to argue.

VI. O-P TEXT AMENDMENT ALTERNATIVES

The applicant has reiterated the preference for a rezoning to O-P, and, given the board's concerns about the existing non-conformity issue, they have amended their application to request an associated text amendment to make places of assembly a conditional use in the O-P zone. As noted above, they have not provided language to accompany their request. Should the board wish to continue to pursue an O-P map amendment, there are a number of ways that the code could be rewritten to include places of assembly as a use in the zone. Text amendment options drafted by staff include: 1) adding places of assembly as a conditional use in the O-P zone; 2) adding places of assembly as a conditional use with additional standards of review; 3) adding places of assembly as an accessory use. It should be noted that staff also considered adding institutional uses more broadly as conditional uses in the O-P zone to parallel the structure of the existing R-2, but chose not to draft this option due to concerns regarding economic development implications.

Section 14-47 Definitions
Place of Assembly: A building or portion of a building used as a community hall, neighborhood center, private and fraternal organization or place of religious assembly. This definition shall not include buildings or portions of buildings used as a community hall, neighborhood center, private and fraternal organization or place of religious assembly where fifteen (15) or fewer people, not including the permanent residents of a single family dwelling, assemble.

1. Option 1 – Places of Assembly as Conditional Use

At the very simplest, "places of assembly" could be added to the list of three other conditional uses permitted in the O-P zone. This would, in some ways, parallel the structure of business zones throughout the city, where places of assembly are simply listed as permitted uses outright. The language might read as follows:

Sec. 14-230.11.1. Conditional uses.
The following uses are permitted only upon the issuance of a conditional use permit, subject to the provisions of section 14-474 (conditional uses) of this article and any special provisions, standards or requirements specified below:

(a) High technology manufacturing of biotechnology, pharmaceutical, and nanotechnology products provided that:

…

(b) Temporary wind anemometer towers, as defined in section 14-47, are permitted provided the following standards are met in addition to Sec 14-430:

…

(c) Wind energy systems, as defined and allowed in Article X, Alternative Energy; and

(d) Places of assembly

While this option offers the benefit of simplicity, it might also be the most permissive way to address the place of assembly issue. Churches or community halls wishing to build in the O-P zone under this clause would be required to meet the provisions of Section 14-474, which include a broad analysis of potential adverse impacts, and to meet the development standards of the O-P zone, which would include an assessment of the design relationship to the site, landscaping, preservation of natural features, architecture, lighting, and signs. (It should be noted that text amendments may be required to clarify that the O-P's development standards apply to all permitted and conditional uses listed in the zone.) Places of assembly would also be required to meet the O-P dimensional standards and the site plan standards of the land use code.

2. Option 2 – Places of Assembly as Conditional Use with Additional Standards of Review

Alternatively, places of assembly might be listed as conditional uses with certain limiting parameters. This approach parallels the treatment of places of assembly in many of the city's residential zones. The language, adapted from that of the existing R-2 zone, might read as follows (Note that the R-2 requires that private clubs and fraternal organizations serving alcoholic beverages be built on "large lots," or lots of greater than 2 acres in size. The O-P includes a minimum lot size of 1.5 acres. As such, the 2 acre minimum has been added to this text. The implications of this requirement on the applicant remains to be reviewed.):

Sec. 14-230.11.1. Conditional uses.

The following uses are permitted only upon the issuance of a conditional use permit, subject to the provisions of section 14-474 (conditional uses) of this article and any special provisions, standards or requirements specified below:

(a) High technology manufacturing of biotechnology, pharmaceutical, and nanotechnology products provided that:

…

(b) Temporary wind anemometer towers, as defined in section 14-47, are permitted provided the following standards are met in addition to Sec 14-430:

…

(c) Wind energy systems, as defined and allowed in Article X, Alternative Energy; and

(d) Places of assembly, provided that, notwithstanding section 14-474 (conditional uses) of this article or any other provisions of this code, the planning board shall be substituted for the board of appeals as the reviewing authority, and such uses shall be subject to the following conditions and standards in addition to the provisions of section 14-474:

a. Any new place of assembly shall demonstrate that it has a lot size of sufficient area to accommodate all proposed and foreseeable future activities and programs, including parking, and to absorb the

impacts and growth needs of the institution. Such new use established after April 19, 2012 shall not be eligible for expansion under the provisions of paragraph b below;

b. In the case of expansion of existing places of assembly onto land other than the lot on which the principal use is located, it shall be demonstrated that the proposed use cannot reasonably be accommodated on the existing site through more efficient utilization of land or buildings, and will not cause significant physical encroachment into established residential area; and

c. The proposed use will not cause significant displacement or conversion of residential uses existing as of June 1, 1983, or thereafter; and

e. Article V (site plan) sections 14-522 and 14-523 notwithstanding, the proposed use shall be subject to the requirements of article V (site plan) of this chapter; and

f. In the case of private club or fraternal organizations: any such establishment serving alcoholic beverages or in possession of a license for serving alcoholic beverages shall be located on a lot of greater than 2 acres in size.

This option allows the benefit of some nominal additional control on the development of new places of assembly in the O-P zone, including the requirement that new places of assembly provide documentation around the sufficiency of the proposed lot and the institution of a larger minimum lot size for private clubs or fraternal organizations. As above, all new places of assembly would be subject to the development standards and dimensional requirements of the O-P zone, as well as site plan standards.

3. Option 3 – Places of Assembly as Accessory Use

Lastly, the code could be rewritten to include places of assembly as one of a number of accessory elements of an office park development. This approach would generally differ from the treatment of places of assembly in other zones.

Sec. 14-230.11. Permitted uses.

The following uses are permitted in the O-P zone:

Office park (O-P) with a minimum gross area, as defined in section 14-47 (definitions) of this article, of at least three (3) acres of contiguous land, consisting of either an Office Park Planned Unit Development (OPPUD) on one (1) lot with one (1) or more buildings and with driveways and open areas to be owned and maintained in common, or a subdivision (OPS) on one (1) parcel with two (2) or more lots intended for separate ownership, and including any of the following uses:

(a) Professional offices and office complexes;

(b) Research and development establishments;

(c) Printing and publishing establishments;

(d) Reserved;

(e) Day care facilities;

(f) Uses incidental and subordinate to the office park as a whole, which may include sales and services for employees and

visitors, including, but not limited to: parking structures, health clubs, gymnasiums and recreational facilities, day care centers, ~~and~~ cafeterias, and places of assembly.

This option would require that places of assembly be developed as part of a larger office park, as "incidental and subordinate" uses. It provides the benefit of simplicity.

VII. COMPREHENSIVE PLAN ANALYSIS

In making a recommendation to the City Council, the board is asked to determine if the proposed zoning map and text amendments are consistent with the adopted comprehensive plan. Consistency has been determined to mean "in basic harmony with" the comprehensive plan as a whole and not consistency with every provision of the comprehensive plan. It is the City Council as the legislative body that balances all the provision of the comprehensive plan and determines whether or not the proposed amendments are consistent with the plan as a whole. Following is an excerpt from an August 2013 memo by Jennifer Thompson, Associate Corporation Counsel, regarding the conditional rezoning agreement at 184 Auburn Street:

> *The Maine Law Court has interpreted the term consistent to mean that the proposed use/agreement must be "in basic harmony with . . ." the City's comprehensive plan (the "Plan") and existing and permitted uses in the original zone . Consistency does not mean, however, that a project has to be the "best possible use" for a site/location. See Vella v. Town of Camden, 677 A.2d 1051, 1053 (Me. 1996) (citing LaBonta, et al. v. City of Waterville, 528 A.2d 1262, 1265); see also City of Old Town v. Dimoulas, 2002 ME 133, ¶ 20, 803 A.2d 1018, 1024.*
>
> *First, as you are aware, the Plan outlines "a compilation of policy directives and goals" for the development of the City. Among other things, the policies outlined in the Plan address the City's infrastructure, commercial/business development, transportation resources, industry, and commerce and residential housing. See City of Portland Comprehensive Plan. Since these goals and policies can sometimes compete and/or conflict with one another, it is the Planning Board's/City Council's task to balance and accommodate the many goals/policies in a way that advances the City's overall best interests. See Adelman v. Town of Baldwin et al., 2000 ME 91, ¶ 24, 750 A.2d 577, 585-586 (citations omitted); see also LaBonta, 528 A.2d at 1265. In fact, such a balancing is exactly the type of flexibility that conditional zoning is meant to facilitate.*

In this light, the applicant's revised submittal includes a lengthy narrative regarding the consistency of the proposed zone change with the comprehensive plan *(Attachment 3)*. This narrative draws heavily from the *Community Commercial Policies and Land Use Plan* of 1987-88 which, among other goals, stated that the city should "[p]romote new office park development of high quality in outlying areas for development seeking a suburban-style setting" and "[a]ccommodate the city's commercial activity within a range of functionally and physically defined commercial centers." The narrative cites comprehensive plan policy around developing commercial centers on transit corridors. Maybe most convincingly, the submittal quotes the plan language creating the O-P zone, which explicitly noted the need for a "zone that would allow larger scale office development on larger lots in what could be considered more suburban locations. The parcels, while suburban in character, might have limited potential for residential development, due in part, for example, by proximity to the Jetport, or to the topography of the site, or its physical boundaries such as a busy arterial." The plan identifies Congress Street/Cobb Avenue, south of the site across Congress Street, as a potential O-P zone. The comprehensive plan more broadly identifies this part of the city as a growth area.

Regarding concerns about residential encroachment, the narrative also argues that Stroudwater has developed differently from other outer ring neighborhoods in the city, with significantly less of its land area developed for residential use, more of its land vacant, and more recent commercial and industrial development. The narrative further argues that, though the 1945 Congress site is currently zoned residential, the likelihood of residential redevelopment is small and that, since it is not currently residential, no residential conversion can occur.

With respect to the proposed text amendment, the applicant argues that "a place of assembly would be less intensive than most" of the other conditional uses of the O-P zone. Further, they argue that the code currently lists places of assembly as conditional uses in "virtually every residential district, including the R-2 zone in which the property is currently included," and that, if one subscribes to the concept of a hierarchy of uses, "it would be irrational to exclude such an activity from the list of conditional uses allowed in the more commercially-oriented O-P zone."

It should also be noted that there is policy in the comprehensive plan that counters some of these arguments. As previously noted, the comprehensive plan includes numerous goals and policies, many originating in the 1991 *Downtown Vision*, meant to concentrate office development in the city's downtown core and away from suburban locations. With respect to the loss of the R-2 zoning, in *Housing: Sustaining Portland's Future*, the city establishes a policy of protecting "the stability of Portland's residential neighborhoods from excessive encroachment by inappropriately scaled and obtrusive commercial, institutional, governmental, and other non-residential uses." In a similar vein, the city's *Industry and Commerce Plan* from 1994 includes goals related to "protect[ing]…residential zones." Neighbors of the proposal have noted these comprehensive plan policies, and have suggested that removing land from the R-2 stock and placing it in a zone where housing is prohibited would serve to eliminate the potential for additional housing, directly contradicting elements of the comprehensive plan.

VIII. PUBLIC COMMENT

At the time of the last workshop memo, the Planning Division had not received any public comments on the proposed zone change. However, a number of public comments have been received in the time since *(Attachment 8)*. These comments generally fall into several categories. A number express concerns about impacts of the proposed development. These neighbors raise questions about potential traffic impacts; pedestrian safety in the area; building design, parking, and siting with respect to the O-P development standards; and buffering from adjacent residential properties. Other comments argue that the proposed zoning map amendment is inconsistent with the comprehensive plan. Most of these build cases on the housing objectives of the plan, raising concerns that land will be taken from the potential housing supply and eliminate the potential for single-family development on the site. Last, a number of comments raise larger questions regarding "piecemeal zoning" and the need for a broader vision for Stroudwater and outer Congress; the potential for precedent and, as a result, encroachment, particularly to the east; and the importance of this intersection as a gateway with important open space attributes. It should be noted that the city also received a number of form letters from Elks Club members requesting that the board approve "plans we have to make some exciting changes to our building and property."

IX. DISCUSSION ITEMS

In sum, staff seeks the board's guidance on a policy direction with respect to both a potential zoning map designation for this area as well as, should the board wish to proceed with the Office Park zone, potential text amendments for that zone to make places of assembly a conforming use. Likewise, as is often the case, the board may wish to discuss the geographic scope of the proposed map amendment.

Throughout this zone change review, there has been concern about loss of residentially-zoned land and encroachment on the stable residential neighborhood to the east of the site. Given these concerns, there is some logic to circumscribing any rezoning of the sites around this intersection. Likewise, one could argue that the text amendments should be conservative, given that any change which makes the O-P zone more permissive with respect to permitted as conditional uses poses the potential to encourage further map amendment requests, particularly to the east, where several places of assembly and an office building are currently located. It also poses the potential for additional non-office development in the city's existing O-P zones, the Unum site and the Technology Park among them.

Over the course of the review, residents have also raised concerns about the encouragement of this intersection as a gateway to the city. In many ways, the rezoning of the area to O-P offers the best potential in this arena, where it would allow the board additional design control, further than that provided through site plan (or potentially subdivision) review. The B-1 or B-2, through the design guidelines, would also allow additional design control in this location. As noted above, these zoning designations would encourage

a very different form than that which currently exists on outer Congress Street. It should be noted that residents have expressed the value of the green space along the outer Congress corridor.

X. NEXT STEPS

- Provide feedback on zone change request and associated text amendment
- Schedule a public hearing or a second workshop

XI. APPENDIX A – JANUARY 20, 2015 WORKSHOP MEMO

XII. APPENDIX B – ZONING ALTERNATIVES

XIII. ATTACHMENTS

1. Applicant's cover letter
2. Zoning text amendment application
3. Comprehensive plan narrative
4. Buffering photos
5. Concept plan
6. Renderings
7. Neighborhood meeting packet
8. Purchase & sale agreement
9. Public comments

Memorandum
Planning and Urban Development Department
Planning Division

To: Chair O'Brien and Members of the Portland Planning Board
From: Nell Donaldson, Planner
Date: January 16, 2014
Re: 1945 Congress Street Map Amendment
CBLs: 216-A-6, 217-A-1
Meeting Date: January 20, 2014

I. INTRODUCTION

Northland Enterprises, LLC has requested a zoning map amendment for a property at 1945 Congress Street in Stroudwater. The property is currently zoned Residential R-2 and is occupied by Elks Lodge #188. The applicant proposes to rezone the lot to Office Park (O-P) in order to allow the development of medical and general office buildings on the site.

A legal ad for the planning board workshop on the proposal was posted on the city's web page and appeared in the *Portland Press Herald* on January 12 and 13, 2015. Notices were also sent to 70 property owners within 500 feet of the site and to the interested citizen list.

II. BACKGROUND

The 1945 Congress Street site is approximately 7 acres in size and has housed Lodge #188 of the Benevolent and Protective Order of Elks and their associated parking since the late 1960s. Although the site has frontage on Congress Street, access is from Unum Park Drive. Residential uses abut the site both to the northeast and southwest across Unum Park Drive. Unum lies directly to the west, the Jetport lies due south, several places of assembly sit across Congress Street to the east, and generally residential uses (predominantly single-family homes) can be found to the north and northeast.

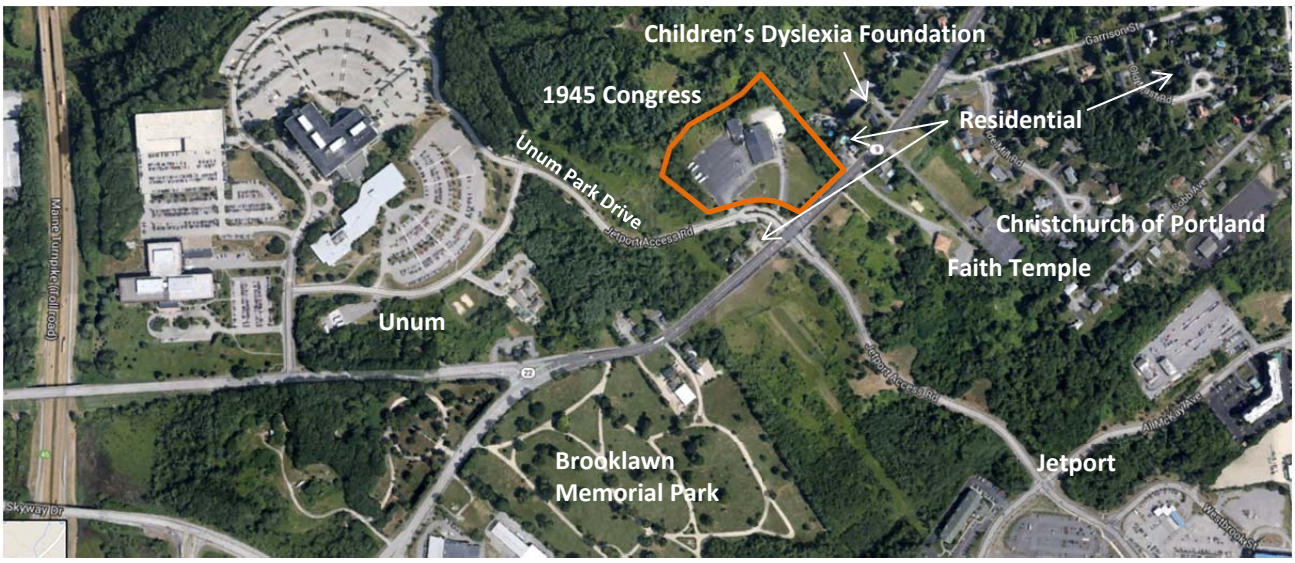
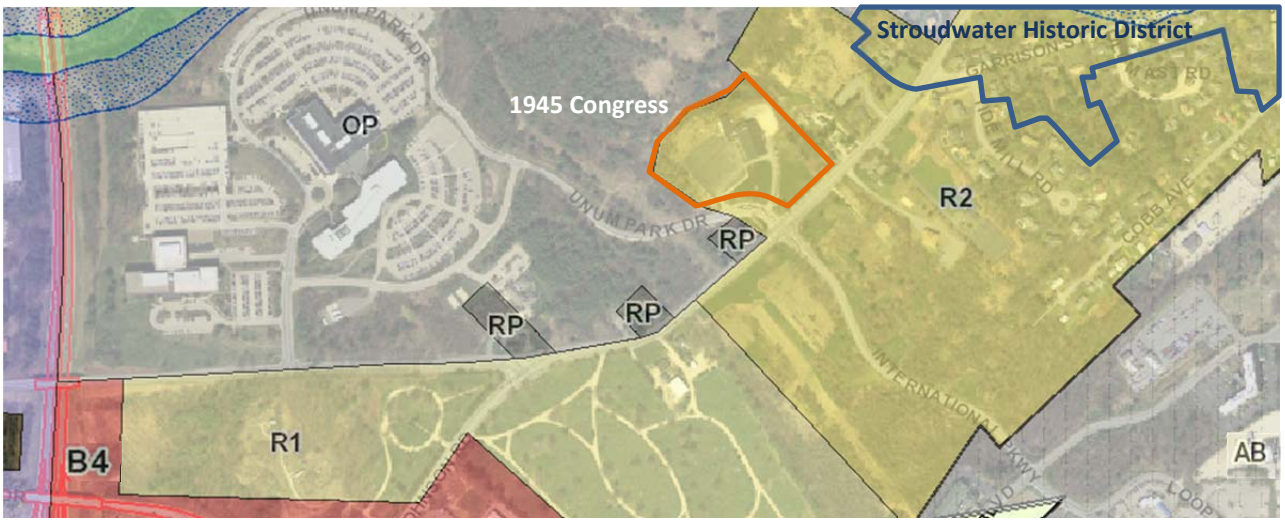
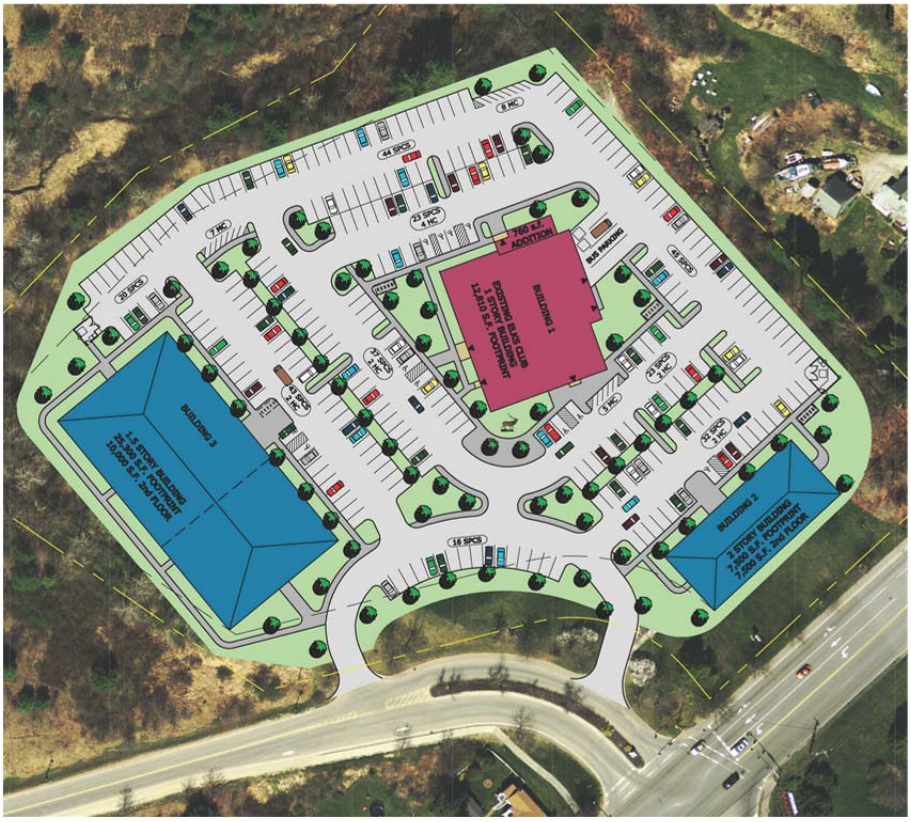


Figure 1: 1945 Congress Street in context.





Figures 2 and 3: 1945 Congress Street, existing zoning (top) and conceptual plan under proposed zone change (bottom)

The site is currently zoned Residential R-2, as is the land to the south and east, which, again, is developed largely with single-family homes. The residential neighborhood around Garrison Street, within this R-2 zone, is nationally designated as the Stroudwater Historic District. A Residential R-1 zone can be found to the west south of Congress Street; this zone houses the Brooklawn and Temple Beth El cemeteries. The Unum site lies in the nearest Office Park (O-P) zone, to the immediate west of the site. Several small Residence-Professional (R-P) zones can also be found to the west on Congress Street. The R-P zone immediately west of 1945 Congress houses several single family homes; the other R-P zones in this area generally house retail and personal service establishments in repurposed residential buildings.

It should be noted that the 1945 Congress site has been the subject of planning board deliberations as recently as 2012. At that time, Husson University proposed to develop the lot as part of their Southern Maine campus. In order to do so, they required a zoning text amendment to allow colleges, universities, and trade schools as conditional uses in the R-2 zone. Although the City Council adopted the text amendment, which went into effect in April of 2012, Husson ultimately elected to locate elsewhere, and the 1945 Congress site was never redeveloped.

III. PROPOSED MAP AMENDMENT

Current Zoning: R-2 (Residential)
Proposed Zoning: O-P (Office Park)
Current Uses: Elks Lodge
Proposed Uses: Elks Lodge; medical office; general office
Parcel Area: 304,892 SF (6.99 acres)
Area to be Rezoned: 304,892 SF *(to be confirmed)*

IV. ZONING ANALYSIS

Today, Northland Enterprises proposes to develop a 15,000 SF medical office building and a 35,300 SF general office building on the site, as well as renovate portions of the existing Elks Lodge for continued use by the Elks *(Figure 3, Attachment 1)*. The existing R-2 zoning does not currently allow office uses either by right or conditionally; hence the zone change. The applicant has proposed a map amendment to change the zoning on the site to Office Park (O-P), the zone found immediately west of the site. For purposes of comparison, staff has also assessed the potential of the Residence-Professional (R-P) zone, since that zone permits the desired use and can be found in the immediate vicinity as well. The applicant has indicated their preference for the O-P zone, due to differences in the sign ordinance.

Purpose and Context

The existing R-2 zoning is designed for low-density, single-family residential development on large lots. Generally, R-2 zones are thus found in the city's outskirts. The city's only two R-2 zones are in Stroudwater and North Deering. Both of these zones contain many newer subdivisions, although, as noted previously, Stroudwater also houses a historic district.

The O-P zone is designed for a decidedly different type of use, the office park. As office parks typically develop on greenfield sites, the O-P zone is, like the R-2, often found near the city limits. There are three existing O-P zones in the city – the Unum site adjacent to 1945 Congress and two zones east of Rand Road just north of Unum. One of these is the site of the city's technology park. The other covers land owned by Iberdrola USA. It is not developed.

The R-P zone is designed for professional office uses which are located on or near major transportation corridors and are "compatible in scale" with surrounding residential development. The zone is also written to function as a "buffer" between residential and more intensive non-residential zones. R-P zones in the city have traditionally served as 'bookends' for commercial development on arterials, and thus can be found adjacent to business districts along outer Congress Street, Brighton Avenue, Washington Avenue, and Auburn Street. In these locations, they serve as an intermediary between adjacent business and residential zones. Existing R-P zones are generally smaller than R-2 or O-P zones and are often characterized by converted residential buildings, as is the case on outer Congress near the site.

Permitted Uses

The R-2 zone is decidedly oriented toward residential uses, with single-family detached residential units the primary residential use. Other uses deemed generally compatible with residential development, including municipal uses, parks, and agriculture, are also permitted by right. Conditional uses include places of assembly, schools, colleges, day cares and long-term care facilities, cemeteries and utility substations, among others. The existing Elks Lodge qualifies as a conditional use.

Table 1: Purposes

Existing R-2	O-P	R-P
To provide for low-density residential development characterized by single-family homes on individual lots in outlying areas of the city and along traffic corridors with limited additional traffic capacity.	To provide substantial areas for integrated development of professional offices in a park- or campus-like setting which are of the highest quality, are well designed and maintained and are compatible with their natural surroundings.	(a) To provide appropriate location[s] for the development and operation of low-intensity business uses, including professional offices on or near major arterials, that are compatible in scale, density and use with surrounding and adjacent residential neighborhoods; or (b) To serve as a transition or buffer zone between residential and more intensive nonresidential zones.

The O-P zone, in contrast, is designed for office parks, and thus professional offices and associated uses are permitted as part of an office park development by right. These associated uses could include day care facilities, research and development facilities, or printing and publishing facilities. High-tech manufacturing is permitted as a conditional use. Places of assembly are not permitted, meaning that the Elks Lodge would become a non-conforming use under this zoning designation. Ann Machado, in her review, has spoken to this issue. She writes,

> *The proposal is for a Map Amendment to change the zone for the property located at 1945 Congress Street from R-2 Residential to O-P Office Park Zone in order to build a 15,000 sf medical building and a 35,300 sf office building. These two proposed uses are permitted uses in the O-P zone. The Elks building is a conforming use in the R-2 zone as a place of assembly (fraternal organization). If the lot is changed to the O-P zone, the Elks building as a place of assembly would become a legal nonconforming use. The use could be maintained but the building could not be*

Table 2: Permitted Uses

		R-2	O-P	R-P
Permitted	Single-family dwellings	•		Any residential use permitted in the abutting (or nearest) residential zone
	Handicapped family units	•		
	Single-family manufactured housing	•		
	Municipal uses	•		
	Parks	•		
	Agriculture	•		
	Home occupations	•		
	Day care facilities		•[1]	
	Research & development establishments		•[1]	
	Printing and publishing establishments		•[1]	
	Uses subordinate to office park		•[1]	
	Professional offices[2]		•[1]	•
	Business services[3]			•
	Adult day care services			•
	Mortuaries or funeral homes			•
	Utility substations			•
	Accessory uses	•		•
	Wind energy systems	•	•[1]	•
Conditional	Sheltered care group homes	•		
	Alteration or construction of dwelling for accessory unit	•		
	Schools	•		
	College, university, trade schools	•		
	Long-term and extended care facilities	•		
	Intermediate care facilities for 13+ persons	•		
	Places of assembly	•		
	Cemeteries	•		
	Utility substations	•		
	Day care facilities	•		•
	Temporary wind anemometer towers	•	•	•
	Wind energy systems	•	•	•
	High-technology manufacturing		•	
	Other office uses			•
	Any conditional uses permitted in abutting residential zones			•

[1] Permitted in an office park with a minimum gross area of at least 3 acres of land, consisting of either an Office Park PUD on one lot or a subdivision.

[2] Professional offices are defined in Section 14-47 as "the office of a doctor, dentist, optometrist, psychologist, accountant, lawyer, architect, engineer, or similar professional.

[3] Business services are defined in Section 14-47 as "establishments primarily engaged in rendering services to other business establishments on a fee or contract basis such as advertising, mailing services, building maintenance services, employment services, management and consulting services, protective services, personnel services, and similar business."

Table 3: Dimensional Requirements and Form

	R-2	O-P	R-P[1]
Min. Lot Size	Residential: 10,000 SF Long-term, extended, intermediate care: 3 ac. School: 2 ac. Places of assembly: see code Municipal: 10,000 SF College, university, or trade school: 2 ac. Other: 10,000 SF For all, see note[2]	1.5 ac.	6,000 SF
Min. Lot Area per D.U.	10,000 SF		
Min. Street Frontage	50 ft.	100 ft.	60 ft.
Min. Lot Width	80 ft.	150 ft.	60 ft.
Min. Front Yard	25 ft.	50 ft.[3]	20 ft., except that front yard need not exceed avg. depth of adjacent yards[4]
Min. Rear Yard	Principal or accessory >100 SF: 25 ft. Accessory detached <144 SF: 5 ft.	50 ft.[3]	Principal: 20 ft. Accessory detached: 7 ft.
Min. Side Yard	Principal or accessory >100 SF: 1 story: 12 ft.[5] 1 1/2 stories: 12 ft.[5] 2 stories: 14 ft.[5] 2 1/2 stories: 16 ft.[5] Accessory detached <144 SF: 5 ft. Side yard on side street: 20 ft.	25 ft., except 40 ft. where side yard abuts residential zone or use[3]	Principal: 1 story: 10 ft. 2 stories: 12 ft. 3+ stories: 14 ft.[6] Accessory detached: 7 ft. Side yard on side street: 1-2 stories: 15 ft. 3+ stories: 18 ft.
Max. Structure Height	Principal or attached accessory: 35 ft. Accessory detached: 18 ft.	55 ft., except 75 ft. on lots or within office-park subdivisions > 50 ac. if each min. yard dimension is increased by 1 ft. for each 1 ft. of height > 55 ft.	45 ft., except where the lot abuts an R-6 residential zone, the maximum permitted height shall be the maximum permitted height of the R-6 zone.
Max. Floor Area	See note[7]		See abutting or nearest residential zone.[8]
Max. Lot Coverage	20%		
Max. Impervious		60%	See abutting or nearest residential zone.[9]

[1] Residential uses permitted under section 14-147(a) shall meet the requirements of such abutting or nearest residential zone.

[2] Provided that for uses specified, no minimum lot area shall be required in the following cases:

a. Uses existing as of June 1, 1983;

b. Expansion onto land abutting the lot on which the principal use is located;

c. Expansion onto land other than the lot on which the principal use is located to the extent that such expansion consists of the reuse of surface parking area or nonresidential structures existing and in nonresidential use as of June 1, 1983, provided that such reuse is contained within the lot of record of such structure or parking area as of June 1, 1983;

d. Expansion onto land other than the lot on which the principal use is located of no more than 15% of the total contiguous land area of the existing use, or 1 acre, whichever is less, within any five-year period.

[3] The Planning Board can reduce by up to 50% the minimum yard setback if another yard within the lot is correspondingly increased so that the combined minimum setbacks on all 4 sides equal 150 ft. If 2 or more buildings are located on 1 lot, only the requirements of the front, rear or side yards that adjoin any external property boundary must be met, provided a sufficient fire line is provided.

[4] The front yard of a lot existing as of April 4, 1988, which lot is less than 100 ft. deep, need not be deeper than 10% of the depth of the lot.

[5] The width of 1 side yard may be reduced 1 ft. for every ft. that the other side yard is increased, but no side yard shall be less than 12 ft. In the case of a lot of record existing as of June 5, 1957, and held under separate and distinct ownership from adjacent lots, the required side yard may be reduced in order to provide a buildable width of up to 24 ft., but in no case shall the resulting side yards be less than 12 ft.

[6] The width of 1 side yard may be reduced 1 ft. for each ft. that the other side yard is increased, but no side yard shall be less than 7 ft.

[7] Minimum/maximum gross floor area requirements exist for particular uses, which may include places of assembly; beds and breakfasts; and colleges, universities, and trade schools. See code.

[8] Floor area ratios are as follows: R-1/R-2: .45; R-3: .55; R-4/R-5/R-5A/R-6: .65

[9] Impervious surface ratios as follows: R-1/R-2: .6; R-3: .7; R-4/R-5/R-5A/R-6: .8

expanded and the nonconforming use would be abandoned if the use as a place of assembly is discontinued for twelve months. The existing lot meets the minimum gross area requirement of three acres for an office park and it meets the minimum street frontage of one hundred feet.

The R-P zone also permits professional offices and some associated uses by right, but these uses are not confined to an office park development and no minimum office development size applies. The R-P zone permits any residential use permitted in the nearest residential zone. Any conditional uses permitted in an abutting residential zone are also permitted in the R-P. This means that, under an R-P map amendment for the 1945 Congress site, the Elks Lodge would remain a conditional use.

Dimensional Requirements and Form
The dimensional requirements of the R-2 are generally written for relatively large lot, single-family homes or other uses which require large sites. Thus there are fairly large minimum lot sizes of 10,000 SF or more, depending on the use, and fairly significant setbacks as well. Maximum structure height is 35 feet and maximum lot coverage is 20%.

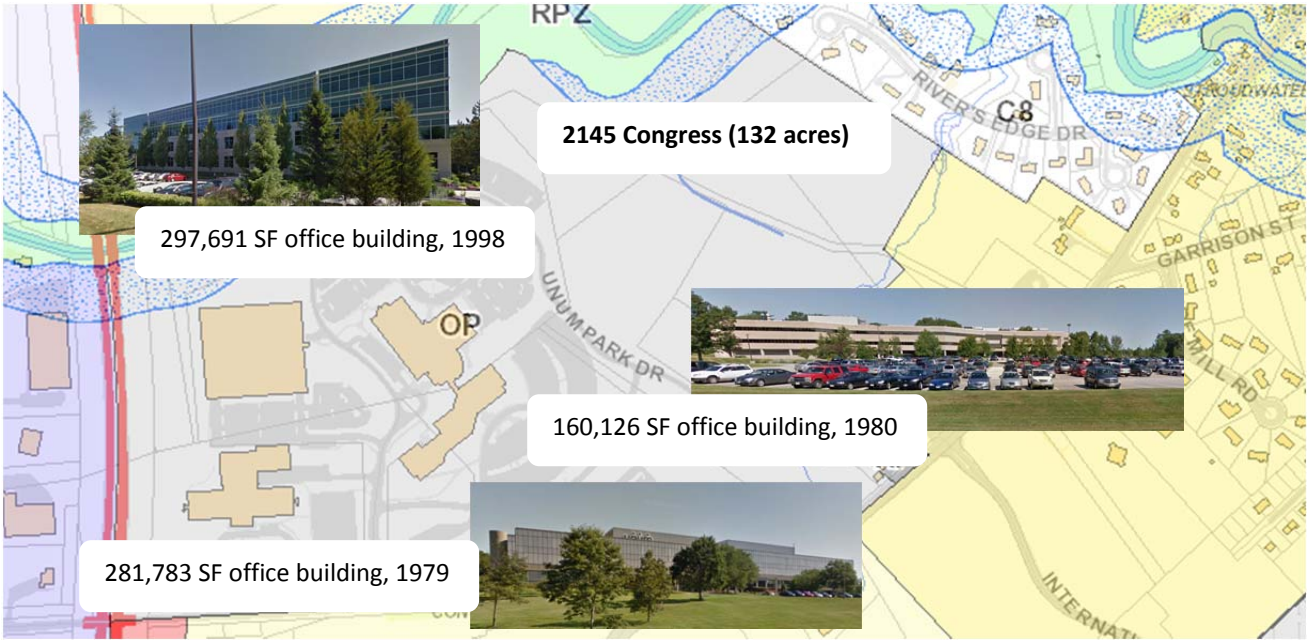
The O-P zone, in obvious contrast, is geared entirely toward office park development more likely to occur on greenfield sites. The O-P requires a planning board-approved master plan for all office park development, whether as part of a planned unit development or as a subdivision, and establishes review standards related to design, landscaping, preservation of natural features, traffic, lighting, and signs. The zone sets dimensional requirements more fitting of large scale, large lot office development. Thus all office development must occur on at least three acres of contiguous land, and there is a minimum lot size of 1.5 acres, a minimum street frontage of 100 feet, generous front and rear setbacks of 50 feet, and a side setback of 40 feet when, as in this case, a property abuts a residential zone. The height limits of the O-P are the most generous of the zones considered here at 55 feet by right. The maximum impervious surface is 60%. The O-P also includes performance standards related to noise, vibration, and smoke, among others.

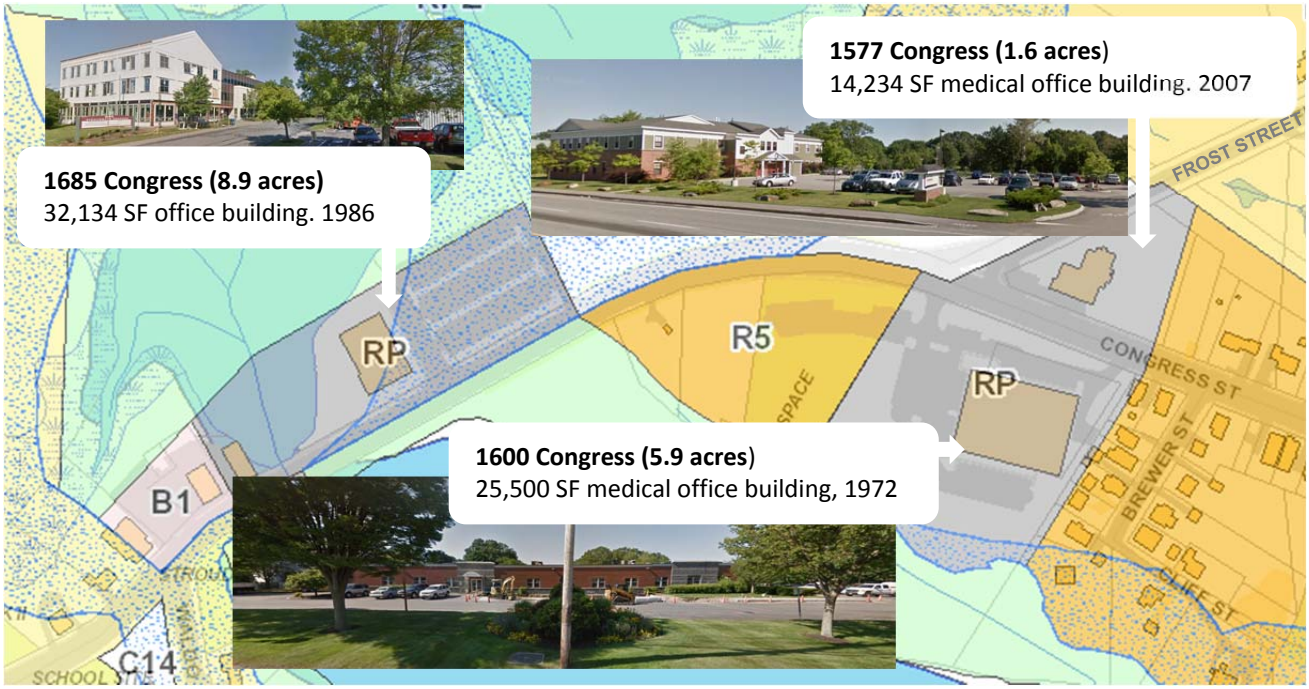
The R-P zone in some ways splits the difference between the two other zones here. Originally written to accommodate residence-to-office conversions, its dimensional requirements, in some ways, reflect a residential zone. The minimum lot size is lower than either of the two other zones under consideration here; the front, rear, and side setbacks are fairly similar to the R-2 zone. In other ways, however, the R-P also facilitates traditional office development. The height allowance, 45 feet, is greater than the R-2 but less than the O-P. There is a maximum impervious surface ratio determined by the nearest residential zone. In this case, the maximum impervious surface ratio would be .6, significantly greater than the lot coverage permitted in the R-2. The R-P zone also includes performance standards comparable to the O-P zone. It should be noted that no master planning is required.

V. POTENTIAL BUILDOUT, EXAMPLES

Existing Residential R-2
Under the existing R-2 zoning, then, there is a fairly limited range of redevelopment opportunities for the 1945 Congress site. As a corner location on a high volume street, residential development may be unlikely. With a conditional use permit, the lot could be redeveloped as a school (as has been previously considered), or as a long-term, extended care or day care facility, among other uses. Regardless of the use, non-residential buildout would basically be limited by the maximum lot coverage regulation of 20%, with floor area further restricted by maximums which would apply in the case of a college or university (24,000 SF) or place of assembly (5,000 – 9,000 SF for small or medium places of assembly).

Proposed Office Park (O-P)
Under the proposed zone change to O-P, a different type of buildout is permitted. In addition to office, some more industrial uses, such as printing and publishing establishments and high-technology manufacturing, would be permitted either by right or as conditional uses. The potential buildout of the lot is more significant, with 60% maximum impervious and a height limit of 55 feet. It should be reiterated that a master plan would be required under the O-P designation. This would provide some opportunity to consider the site, including form and open space, in a comprehensive manner.





Figures 4 and 5: Example of existing development in an O-P zone (top) and an R-P zone (bottom)

In terms of examples, the city's only development in an existing O-P zone is at the Unum site directly adjacent to 1945 Congress. Altogether, the Unum property is approximately 132 acres in size, and contains three office buildings in an office park setting. These buildings cumulatively approach 750,000 SF of office space. There are also associated day care and parking facilities on site (*Figure 4)*. As noted previously, there are two other O-P zones in the city, both off Rand Road. One is the site of the Portland Technology Park, which has some infrastructure, including a new road; a lot was recently put under contract. The other O-P site, separate from the Technology Park, is undeveloped.

Residence-Professional (R-P)

Under a zone change to R-P, perhaps the broadest array of uses would be permitted, including residential, professional office, and business services. Daycares, schools, places of assembly, and long-term care facilities would be permitted as conditional uses. The buildout of these uses would be tempered, much as they are in the O-P zone, by the .45 maximum floor area ratio and the 60% maximum impervious surface

limits established by the nearest residential zone. The height limit, at 45 feet, would be less than under the O-P. No master plan would be required.

Many of the city's existing R-P zones house converted residential buildings, as are found immediately west of the 1945 Congress site. There are also some examples of recent conventional office development in R-P zones, as can be found on Sewall Street, outer Congress at Frost Street, or at Martin's Point. At Frost Street, for example, there are several R-P zones of a size roughly similar to that which might be found at 1945 Congress. These house medical and general office buildings comparable to that envisioned by the applicant *(Figure 5)*.

VI. POTENTIAL IMPACTS

Given the potential uses and the dimensional requirements, none of the uses permitted either by right or conditionally under the existing R-2 zoning would likely have exceptionally deleterious environmental effects. If granted a permit by the Planning Board, some of the R-2's conditional uses, including schools or day care facilities, could, however, come with traffic, light, and noise implications.

Environmental, noise, and traffic impacts are likely to be greater under a zone change to O-P or R-P, given the greater buildout allowed and the broader range of uses. The O-P does require a master plan which could help mitigate any detrimental impacts. Both the O-P and the R-P also include performance standards for some external effects.

Given the likely interest in the traffic implications of the proposed zone change, staff requested trip generation estimates from Tom Errico, the city's consulting traffic engineer, based on the worst case buildout scenario under each of the zoning designations considered here. It bears repeating that the numbers presented in Mr. Errico's analysis repre sent a worst case scenario; they assume office development under an O-P or R-P zoning designation that maximizes the building envelope within height, impervious surface, and floor area ratio limits. The estimates show that considerably more traffic could be generated under the R-P or O-P zoning than could be generated under a residential redevelopment of the existing site (as would be permitted by right under the existing R-2 zoning).

It should be noted that the R-2 zone numbers cited here do not reflect actual trip generation numbers from the existing Elks Lodge. The 2012 Husson application for an R-2 text amendment the site does include some trip generation estimates for the current Elks Lodge use, based not on counts but on trip generation ratios from the Institute of Transportation Engineers. At the time, Husson's traffic engineer estimated 55-70 trips to/from the site during the AM and PM peak h urs. Review of the Elks website finds lodge hours from 9:30 a.m. to 9 p.m. and regular meetings on Monday nights at 7, suggesting that much of the existing traffic from the site would actually be off-peak. Anecdotally, there is some indication that most trips under the existing condition may occur once a week during daytime hours when a regular event is held at the lodge. For reference, there are approximately 200 parking spaces on site.

Mr. Errico writes,

> *I have conducted a preliminary trip generation analysis for the three development assumptions you have provided and the results are summarized in the following table. The trip generation estimates were computed for the Weekday AM and PM peak hours and were based on the Trip Generation Manual, Institute of Transportation Engineers, 9th Edition.*

Zone	***Density***	***AM Peak Hour Traffic Volume Enter and Exiting***	***PM Peak Hour Traffic Volume Enter and Exiting***
Existing R-2	*14 Residential Units*	*10 Vehicles*	*14 Vehicles*
Office Park (OP)	*192,563 Square Feet of Office Space*	*302 Vehicles*	*288 Vehicles*
Residence Professional (RP)	*137,201 Square Feet of Office Space*	*214 Vehicles*	*204 Vehicles*

In subsequent correspondence, Mr. Errico adds,

> *I would like to note that based upon the trip generation levels noted in my previous email, a comprehensive traffic impact study would be required to assess impacts to the area roadway system. Please note the following:*
>
> - *The Congress Street/International Parkway/UNUM Drive intersection will serve as the primary access point for any development. Use of this existing signalized intersection seems appropriate, but any development application would be required to a[ss]ess the ability of this traffic signal to adequately accommodate the added traffic.*
> - *The Congress Street/Johnson Road intersection seems to operate at an acceptable level of service, but review of conditions would be required.*

In this vein, it should be noted that the city is currently in the process of a design project for outer Congress Street near this area. The plans include the creation of a center turn lane on the stretch of Congress Street immediately east of the site. The turn lane will take the place of one of the existing eastbound lanes. Pedestrian, bicycle, and transit improvements are a central component of the plan. Mr. Errico writes,

> *The City recently implemented Phase I of the Outer Congress Street Streetscape Study with the intent of providing a balanced multi-modal transportation street. Phase I primarily reduced the number of travel lanes on certain sections of Congress Street between Steven Avenue and International Parkway/UNUM Drive. The City continues to review conditions and will be implementing Phase II of the Plan this year which will seek to enhance the inbound merge area east of International Parkway/UNUM Drive, add a crosswalk near Garrison Street, and implement pedestrian and transit improvements at Westbrook Street.*
>
> *MaineDOT will be upgrading the traffic signal at the Congress Street/Westbrook Street intersection. This intersection currently experiences congestion problems, but it is unlikely any capacity enhancements will be possible given constraints.*

VII. COMPREHENSIVE PLAN ANALYSIS

The applicant's submittal includes a narrative regarding the conformity of the proposed zone change with the comprehensive plan. The applicant states that the proposed map amendment will achieve smart growth and economic development objectives of the comprehensive plan by facilitating redevelopment of an existing developed site on a major arterial and a public transit route (Metro's Route #5) and by "providing jobs for construction workers, office employees, and support services" *(Attachment 2).* As the applicant notes, the site is currently developed as a place of assembly, so no residential or greenfield conversion would occur. The site has the added benefit of proximity to the Jetport and a location at a heavily-trafficked intersection, which lends logic to the concept of non-residential development. Lastly, the site is located in close proximity to other major employers, including the Jetport and Unum.

In terms of comprehensive plan policy to support the zone change, perhaps the most applicable is the policy from the city's 1988 *Community Commercial Policies and Land Use Plan* which explicitly makes "[p]romot[ing] new office park development of high quality in outlying areas for development seeking a suburban-style setting" a goal. In a similar vein, the city's The 1993 *Portland Transportation Plan* includes policies designed to "[e]ncourage businesses to locate in established employment centers, including Downtown, that are served by public transportation or that have the critical mass necessary to support alternative modes of transportation."

It should also be noted that there is policy in the comprehensive plan that seeks to focus office development in the downtown core; the "Office Economy" goals from the 1991 *Downtown Vision* plan include "[s]trengthen[ing] and enhanc[ing] the Downtown as the prominent professional office center of the State and northern New England." In a similar vein, the city's *Industry and Commerce Plan* from 1994 includes goals related to "preserv[ing], protect[ing], and strengthen[ing] neighborhoods" and "protect[ing]…residential zones."

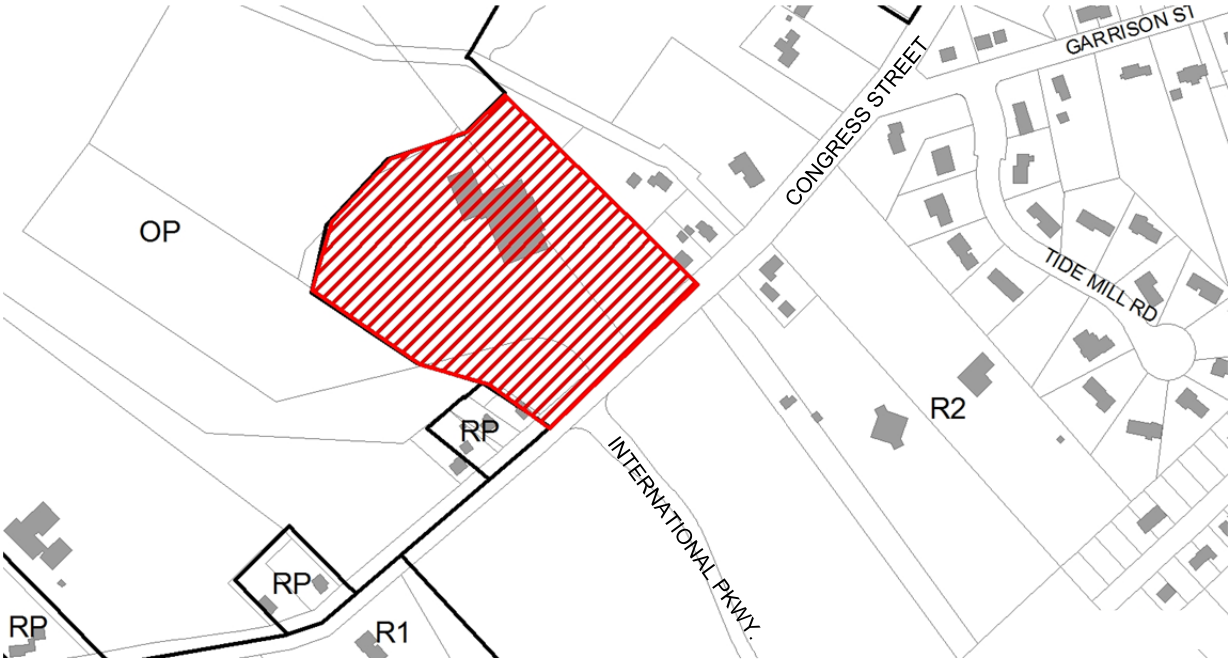


Figure 6: Area of proposed rezoning

VIII. PUBLIC COMMENT

As of the writing of this memo, the Planning Division had not received any public comments on the proposed zone change. However, the applicant held a neighborhood meeting on January 6, 2015. Comments at that meeting seemed to include questions about signs, parking requirements, stormwater management and environmental impacts, and lighting. Some neighbors expressed general opposition (*Attachment 3)*.

IX. DISCUSSION ITEMS

In addition to discussing the merits of the rezoning with respect to the comprehensive plan, the board may wish to weigh in on alternative zoning designations. The applicant submitted a proposal for a map amendment from Residential R-2 to Office Park (O-P) and has indicated their preference for the O-P designation. For purposes of comparison, however, the R-P zone has been included in this analysis.

Likewise, as is often the case, the board may wish to discuss the geographic scope of the proposed map amendment. Here, it seems that there is ample logic for circumscribing any zone change, in that any expansion would involve further encroachment into the Residential R-2 zone. Rezoning the 1945 Congress site to O-P would involve simply extending the adjacent O-P zone to cover an additional property. A zone change to R-P for this lot alone would replicate a condition found in other parts of the city, including on outer Congress near the site, where R-P zones are fairly limited in geography. There is an adjacent R-P zone just across Unum Park Drive.

X. NEXT STEPS

- Provide initial feedback on zone change request
- Schedule a public hearing or a second workshop

XI. ATTACHMENTS

1. Applicant's submittal
2. Comprehensive plan narrative
3. Neighborhood meeting packet
4. Zoning administrator review (Comments from Ann Machado, 12/2/14)
5. Traffic engineer review (Comments from Tom Errico, 1/5/15 and 1/9/15)

PINKHAM & GREER
CIVIL ENGINEERS
28 VANNAH AVE. PORTLAND, ME. 04103
Tel: 207.781.5242 Fax: 207.781.4245

File: 13151

November 21, 2014

Att. 1

Ms. Barbara Barhydt, Planning Department
City of Portland
389 Congress Street, 4th Floor
Portland, ME 04101

RE: ELKS PROPERTY, ZONE CHANGE

Dear Barbara,

I would like to thank you and the City Staff Members that attended our meeting on Wednesday, for their input. Based on that starting point, on behalf of Northland Enterprises, Inc., we would like to continue our development process with a zone change. Attached is a revised zoning map that changes this property to Office Park (OP) from the existing Residential 2 (R2) designation. This will expand the OP District that currently encompasses the UNUM Development.

It is our understanding the Elks Club will be left as an existing non-conforming use. They will be allowed to shrink their footprint but not expand it.

Our goal is to get through the zone change and planning board approval process by April. We understand this is a tight time frame, but we do not want to loose track of that goal.

If you have any questions, please fell free to call. Thank you for your assistance.

Sincerely,

PINKHAM & GREER
CIVIL ENGINEERS

Thomas S. Greer, P.E.

cc: (1) David Lloyd, Josh Benthien, Rex Bell, Brad Fries, File

Enclosures

TSG/rjs

Zoning Map/Text Amendment/Contract or Conditional Rezoning Application
Portland, Maine

Planning and Urban Development Department
Planning Division

Portland's Planning and Urban Development Department coordinates the review of requests for zoning map amendments, zoning text amendments and contract or conditional re-zoning. The Division also coordinates site plan, subdivision and other applications under the City's Land Use Code. Attached is the application form for a Zone Change.

Portland's development review process and requirements are outlined in the Land Use Code (Chapter 14) which is available on our website:

Land Use Code: http://me-portland.civicplus.com/DocumentCenter/Home/View/1080
Design Manual: http://me-portland.civicplus.com/DocumentCenter/View/2355
Technical Manual: http://me-portland.civicplus.com/DocumentCenter/View/2356

Planning Division
Fourth Floor, City Hall
389 Congress Street
(207) 874-8719

Office Hours
Monday thru Friday
8:00 a.m. – 4:30 p.m.

PROJECT NAME: 1945 Congress Street

PROPOSED DEVELOPMENT ADDRESS:

1945 Congress Street

PROJECT DESCRIPTION:

The project renovates the Elks building and adds a 15,000 sq. ft medical building and a 35,300 sq. ft. general office buiding.

CHART/BLOCK/LOT: 216-A-6 / 217-A-1

CONTACT INFORMATION:

Applicant – must be owner, Lessee or Buyer Name: Josh Benthien & Rex Bell Business Name, if applicable: Northland Enterprises, LLC Address: 17 South Street City/State : Portland, ME Zip Code: 04101	**Applicant Contact Information** Work # 207.780.0223 Home# Cell # Fax# e-mail: josh@nortlandus.com rex@northlandus.com
Owner – (if different from Applicant) Name: Portland Lodge #188 BPOE of USA Address: 1945 Congress Street City/State : Portland, ME Zip Code: 04102	**Owner Contact Information** Work # Home# Cell # Fax# e-mail:
Agent/ Representative Pinkham & Greer, Civil Engineers Name: Thomas S. Greer, P.E. Address: 28 Vannah Avenue City/State : Portland, ME Zip Code: 04103	**Agent/Representative Contact information** Work # 207.781.5242 Cell # e-mail: tgreer@pinkhamandgreer.com
Billing Information Josh Benthien & Rex Bell Name: Northland Enterprises, LLC Address: 17 South Street City/State : Portland, ME Zip Code: 04101	**Billing Information** Work # 207.780.0223 Cell # Fax# e-mail: josh@nortlandus.com rex@northlandus.com

Engineer Pinkham & Greer Civil Engineers Name: Thomas S. Greer, P.E. Address: 28 Vannah Avenue City/State : Portland, ME Zip Code: 04103	**Engineer Contact Information** Work # 207.781.5242 Cell # Fax# 207.781.4245 e-mail: tgreer@pinkhamandgreer.com
Surveyor Maine Survey Consultants, Inc Name: Del Maxfield Address: PO Box 485 City/State : Harrison, ME Zip Code: 04040	**Surveyor Contact Information** Work # 207.583.6159 Cell # Fax# e-mail: dmaxfield@mainesurveyconsultants.com
Architect Archetype Architects Name: David Lloyd Address: 48 Union Wharf City/State : Portland, ME Zip Code: 04101	**Architect Contact Information** Work # 207.772.6022 Cell # Fax# e-mail: lloyd@archetypepa.com
Attorney Murray, Plumb & Murry Name: Drew Anderson Address: PO Box 9785 City/State : Portland, ME Zip Code: 04104	**Attorney Contact Information** Work # 207.773.5651 Cell # Fax# e-mail: DAA@mpmlaw.com

Right, Title, or Interest: Please identify the status of the applicant's right, title, or interest in the subject property:

We have a Purchase and Sales Agreement.

Provide documentary evidence, attached to this application, of applicant's right, title, or interest in the subject property. (For example, a deed, option or contract to purchase or lease the subject property.)

Vicinity Map: Attach a map showing the subject parcel and abutting parcels, labeled as to ownership and/or current use. (Applicant may utilize the City Zoning Map or Parcel Map as a source.)

Existing Use: Describe the existing use of the subject property:

The existing property is used by the Elks as a place of assembly.

Current Zoning Designation(s): Residential 2

Proposed Use of Property: Please describe the proposed use of the subject property. If construction or development is proposed, please describe any changes to the physical condition of the property.

The existing Elks use will continue. We are adding a general office use and a medical office use.

Site Plan: On a separate sheet, please provide a site plan of the property showing existing and proposed improvements, including such features as buildings, parking, driveways, walkways, landscape and property boundaries. This may be a professionally drawn plan, or a carefully drawn plan, to scale, by the applicant. (Scale to suit, range from 1" = 10' to 1' = 50'.) Contract and conditional rezoning applications may require additional site plans and written material that address physical development and operation of the property to ensure that the rezoning and subsequent development are consistent with the comprehensive plan, meet applicable land use regulations, and compatible with the surrounding neighborhood.

APPLICATION FEES:

Check all reviews that apply. (Payment may be made by Credit Card, Cash or Check payable to the City of Portland.)

Zoning Map Amendment X $2,000.00 (from R2 zone to OP zone) **Zoning Text Amendment** ___ $2,000.00 (to Section 14-_____) **Combination Zoning Text Amendment and Zoning Map Amendment** ___ $3,000.00 **Conditional or Contract Zone** ___ $3,000.00 (A conditional or contract rezoning map be requested by an applicant in cases where limitations, conditions, or special assurances related to the physical development and operation of the property are needed to ensure that the rezoning and subsequent development are consistent with the comprehensive plan, meet applicable land use regulations, and compatible with the surrounding neighborhood. Please refer to Division 1.5, Sections 14-60 to 62.)	The City invoices separately for the following: • Notices ($.75 each) • Legal Ad (% of total Ad) • Planning Review ($40.00 hour) • Legal Review ($75.00 hour) • Third party review fees are assessed separately. Any outside reviews or analysis requested from the Applicant as part of the development review, are the responsibility of the Applicant and are separate from any application or invoice fees.

APPLICATION SUBMISSION:

1. All plans and written application materials must be submitted electronically on a CD or thumb drive with each plan submitted as separate files, with individual file names which can be found on the **Electronic Plan and Document Submittal** page of the City's website at http://me-portland.civicplus.com/764/Electronic-Plan-and-Document-Submittal

2. **The submission shall include the following materials:**
   a. One (1) paper set of the zoning amendment application, concept plan and written narrative.
   b. Contract and conditional rezoning applications must include site plans and written material that address physical development and operation of the property to ensure that the rezoning and subsequent development are consistent with the comprehensive plan, meet applicable land use regulations and compatible with the surrounding neighborhood.

APPLICANT SIGNATURE:

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Planning Authority and Code Enforcement's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature of Applicant:	**Date:**
Thomas S. Lee	11/21/14

Northland Enterprises, LLC
17 South St, 3rd Flr
Portland, ME 04101

(207) 780-0223

November 21, 2014

To Whom It May Concern

This letter is to inform you that Thomas S. Greer and his associates of Pinkham & Greer Civil Engineers in Portland are hereby authorized to represent Northland Enterprises, Inc. throughout the approval process of Elks Club in Portland, Maine.

This includes representing us with the City of Portland and Department of Environmental Protection, as well as any other State or local agencies who may become involved in the process.

Should you have any questions or concerns, please feel free to contact me.

Sincerely,

Mr. Josh Benthien

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Agreement, dated the 11th day of June, 2014 (the "Contract Date"), is between Portland Lodge No. 188, of the Benevolent and Protective Order of Elks of the United States of America ("Seller"), having a place of business at 1945 Congress Street, Portland, Maine, and Dr. Michael Bedecs having a place of business at 1375 Congress Street, Portland, ME and Northland Enterprises, LLC, or its permitted assignee (collectively, "Purchaser"), having a place of business at 17 South Street, 3rd floor, Portland, Maine 04101. The parties agree as follows:

1. Purchase and Sale of Property; Condominium Conversion.

(a) Subject to the terms and conditions set forth herein, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the following described property owned by Seller (collectively, the "Property"):

(i) That certain lot or parcel of real property known as 1945 Congress Street, Portland, Maine, being a portion of the property described in a deed from Elks Home, Portland, Maine, Lodge No. 188 Benevolent and Protective order of Elks to Seller, and recorded in the Cumberland County Registry of Deeds at Book 6157, Page 37, provided that the conveyance shall not include the retained portion of the Seller's building (being approximately 13,000 square feet of the total usable footprint of such building including the storage area) (the "Seller's Retained Building"). The property to be conveyed is generally identified on the Concept Plan attached to and made a part hereof as Exhibit A.

(ii) A portion of the existing building on the real property shall be removed and demolished by Buyer and a new interior and exterior wall installed, with all of the foregoing in a manner acceptable to the parties as set forth in Section 5.1, and the configuration of the Seller's Retained Building to be as shown on the sketch plan attached to and made a part hereof as Exhibit B. All fixtures and improvements situated on the real property owned by Seller are to be retained by Seller and shall be part of Seller's Retained Building.

(iii) For sake of clarity, Seller is retaining the Seller's Retained Building, an Elk statue and flag and flagpole as well as an Elks sign (such statue, flagpole and sign to be limited common elements under the condominium documents) to be located near Congress Street entrance at the general location designated on Exhibit C (such location to be subject to requirements that may be set out in any permits and approvals for the property and state and local sign ordinances), together with a pro rata

interest in the parking areas and common areas of the real property, all to be set forth in the condominium documents (more fully described below) to be prepared and recorded immediately following recording of the Deed (defined below). Purchaser agrees to cause a Maine Licensed Professional Surveyor to prepare and provide to Seller a metes and bounds description of the Property (including the property to be conveyed by Seller and the property to be retained) within ninety (90) days after the date the Lodge Approvals are obtained.

(b) Contemporaneously with the delivery and recording of the Deed, Purchaser shall cause to be recorded a Declaration of Condominium whereby the Property is converted to condominium ownership. The Condominium documents shall be prepared at Purchaser's cost and expense, shall be delivered in complete form to Seller on or before thirty (30) days after the Zoning Contingency expiration date and shall be subject to Seller's approval, not to be unreasonably withheld, delayed or conditioned. The Condominium documents shall, among other things, create a separate unit for the Seller's Retained Building ("Seller's Unit"), which shall include as limited common elements at a minimum the required number of parking spaces for Seller's Unit to satisfy all applicable zoning requirements, but at a minimum five (5) parking spaces per 1,000 square feet (Purchaser acknowledges, however, Seller's need for additional parking spaces on certain days and on weekends), and a pro-rata share of the common elements of the condominium, as well as provide a budget including anticipated condominium fees that will be due to the Condominium Association. Purchaser shall, as soon as practicable after the Closing and in consultation with Seller as to the schedule of work, perform the work necessary to reduce the size of the Seller's existing building to the Seller's Retained Building and erect a code-compliant exterior wall in form and substance acceptable to Seller as part of Seller's Unit. Purchaser shall also construct a new façade on all sides of Seller's Unit building and separate the utilities so that Seller's Unit is a separate and distinct Unit. Purchaser's work, the new building configuration and the location of the wall shall be more specifically identified in scope and cost as set forth in this Purchase and Sale Agreement (detail attached as Addendum #1).

Purchaser shall submit plans and specifications to Seller with respect to the foregoing work prior to submission to the City of Portland or its lender, which plans and specifications shall be subject to Seller's approval, not to be unreasonably withheld, delayed or conditioned. Purchaser will construct the improvements to Seller's Unit in accordance with the plans and specifications. Purchaser shall conduct such work in such a manner as to minimize as much as possible any disruption to Seller's use and enjoyment of Seller's Unit, in particular at times when any banquets, weddings, or similar revenue producing events are taking place. Work shall be conducted between the hours of 7:00 AM and 5:00 PM, Monday through Friday. Purchaser shall minimize any weekend or night construction activities, and if work is required during those times, Purchaser will notify Seller and to help minimize the impact to Seller's business, Seller's approval shall

be required prior to the performance of any such work. Without limiting the general nature of the foregoing, no blasting, pile driving or similarly loud work shall be performed on Tuesdays between 10:00 am and 4:30 pm [when bingo operates] or on weekends from Friday at 5:00 pm until Monday morning at 7:00 am.

c) Seller shall give Purchaser a right of first refusal to purchase Seller's Unit at Purchaser's option if at any time Seller decides to sell the Seller's Unit. Purchaser shall pay the amount set forth in any written offer made in a purchase and sale agreement Seller receives from a bona fide arms-length third party, minus a credit equal to an amount to be determined (either a dollar amount or a manner for calculating a dollar amount) by the parties in accordance with Section 5.1 of this Agreement ("Purchaser's Improvement Credit"). Without limiting the foregoing, Purchaser's Improvement Credit shall be calculated based upon the costs that Purchaser anticipates it shall pay for work on the common area infrastructure and other common area improvements to the Property, together with the cost of renovations to Seller's Retained Building including erection of new exterior wall and re-skinning of Seller's Retained Building, pro-rated based on the ownership interests allocated to Seller's Unit under the condominium documents. The dollar amount of Purchaser's Improvement Credit shall be reduced by equal 10% increments upon each anniversary of the date Purchaser's renovations to Seller's Retained Building are completed, with the manner of establishing such date to be determined by the parties in accordance with Section 5.1 of this Agreement (such date, the "Completion Date"), such that Purchaser's Improvement Credit shall be reduced to zero upon the tenth anniversary of the Completion Date. Seller and Purchaser agree to enter into a Right of First Refusal Agreement at the Closing in recordable form, containing terms and conditions reasonably satisfactory to the parties.

2. Purchase Price. The agreed purchase price for the Property is [redacted] (the "Purchase Price"), payable as follows:

(a)(1) Fifty Thousand Dollars ($50,000) has been paid into escrow prior to the date hereof, and an additional Fifty Thousand Dollars ($50,000), for a total deposit of One Hundred Thousand Dollars ($100,000.00) shall be paid within two (2) business days of the later to occur of (i) the Additional Contingencies Expiration Date (as defined in Paragraph 5.1) or (ii) the date the Lodge Approvals (as defined in Section 8(a)) are obtained, which amount shall be held by Malone Commercial Brokers ("Escrow Agent") as earnest money deposit hereunder and shall be applied as part payment of the purchase price (the "Deposit"). Purchaser may terminate this Agreement only based upon the grounds set forth below in paragraphs 5, 5.1 and 8, and only prior to the Zoning Contingency Expiration Date (defined below). Upon a timely, valid termination, the refundable portion of the Deposit shall be promptly returned to Purchaser. Nothing herein shall be deemed to limit Purchaser's right to terminate this Agreement pursuant to paragraph 6.

(a)(2)(i) Sixty (60) days after both the Lodge Approvals and UNUM Release as set forth in Paragraph 8 have been obtained (provided this Agreement has not been terminated in accordance with its terms by either party prior thereto), Five Thousand Dollars ($5,000.00) of the Deposit shall become non-refundable notwithstanding anything in this Agreement to the contrary.

(ii) The remainder of the Deposit shall become non-refundable upon the Zoning Contingency Expiration Date (as defined below) provided this Agreement has not been terminated in accordance with its terms by either party prior thereto, and except for Seller's default under this Agreement or Seller's inability to convey title in accordance with Paragraph 4 of this Agreement; and

(b) The balance of the Purchase Price of $1,150,000.00 shall be paid at the time of delivery of the deed in good certified or bank check(s), or by wire transfer.

The Deposit shall be placed in a non-interest-bearing escrow account.

3. Adjustments. Real estate taxes for the then current tax period shall be apportioned as of the day of closing under this Agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the Purchaser at the time of delivery of the Deed.

4. Conveyance: Title.

(a) Seller shall convey the Property to Purchaser by good and sufficient quitclaim deed with covenant (the "Deed"). Title to the Property shall be good and marketable and shall be free and clear of all liens and encumbrances except (i) zoning restrictions, building laws and land use matters, provided same do not prevent or unreasonably interfere with Purchaser's intended use and development of the Property; (ii) easements and restrictions of record; (iii) current taxes and assessments; (iv) any liens for municipal betterments assessed after the date of the Closing under this Agreement; and (v) any "Defects of Title" (defined below) as accepted or waived by Purchaser pursuant to Section 4(b).

(b) Purchaser shall notify Seller of any and all defects in title which are of record, or which would otherwise make Seller unable to give title to the Property as herein stipulated, including, without limitation as provided in Section 4(a) (any of which is called herein a "Defect of Title") within forty-five (45) days of the later to occur of the receipt of the Lodge Approvals or UNUM Release. With respect to the existence of any Defect of Title that does not exist on the date of this Agreement, but which arises prior to Closing, Purchaser shall notify Seller of any such Defect of Title which arises six (6) or more days prior to closing, at least five (5) days prior to closing, and any other defects

arising thereafter, on or prior to the Closing. If Purchaser notifies Seller of any Defects in Title, then the Seller shall use diligent efforts to remove any such Defects in Title (but shall not be required to expend in excess of $10,000 to remove any such defect which shall be exclusive of any mortgages or liens which may be discharged by the payment of money only), in which event the time for performance hereof shall be extended for a period of time reasonably sufficient to permit the Seller to perform hereunder, not to exceed sixty (60) days in any event. Seller may also elect to use funds from the Closing under this Agreement to remove any Defects in Title, which shall be sufficient to correct such defects and satisfy its obligations under this paragraph. If such Defects of Title are not corrected or remedied as provided herein within such additional 60-day period, then Purchaser shall elect, either (i) to accept title to the Property subject to the uncured Defects of Title, or (ii) to terminate this Agreement, whereupon, notwithstanding Paragraph 2(a)(2)(ii) the entire Deposit, except for the $5,000 described in Section 2(a)(2)(i) shall be returned to Purchaser and all obligations of the parties hereunder shall cease and neither party shall have any claim against the other by reason of this Agreement, except with respect to any provision hereof that expressly survives the termination of this Agreement.

5. Due Diligence Period, Materials Delivered by Seller, Inspections and Right to Terminate.

(a) Seller shall provide to Purchaser copies of such surveys and plans, and engineering reports (including environmental reports, studies or evaluations) of the Property that Seller may have in its control or possession within seven (7) business days of the Contract Date.

(b) Purchaser and others whom Purchaser may designate may, at Purchaser's option and at its sole risk and expense, retain a person or persons to examine the Property and prepare mechanical, structural, environmental or physical reports of the Property, including without limitation surveying, conducting test borings, wetlands analysis, groundwater sampling, and in general conducting all other tests, analysis and studies of the Property which Purchaser deems prudent in connection with Purchaser's intended use and development of the Property. Purchaser and such designees shall have the right to enter the Property at all reasonable times during normal business hours with at least twenty four (24) hours prior notice to Seller to conduct such tests, studies and investigations. Purchaser shall not interrupt nor unreasonably interfere with Seller's business. Purchaser shall at its own expense restore the Property to its present condition, and agrees to hold Seller harmless and indemnify Seller from any loss or liability resulting from or arising out of the entrance by Purchaser, its agents, members, managers, officers, agents, subcontractors or employees upon the Property for the purposes set forth herein or for any other purpose, including, without limitation, any of their acts or omissions while on or about the Property, and this indemnity provision shall survive the Closing hereunder, or if the Closing does not occur, the termination of this Agreement.

All such inspections shall be done by qualified inspectors chosen and paid for by Purchaser.

(c) At any time on or prior to the date that is 30 days after the Contract Date (the "Due Diligence Period Expiration Date"), Purchaser shall have the right to terminate this Agreement if Purchaser determines, in its sole discretion, that it is not satisfied with (i) the material delivered to Purchaser pursuant to subsection (a) hereof; or (ii) any of the inspections set forth in subsection (b) above, by giving written notice to Seller on or before the end of the Due Diligence Expiration Date. If Purchaser timely gives notice of such dissatisfaction, then the Deposit shall be returned to Purchaser and all obligations of the parties hereunder shall cease and neither party shall have any claim against the other by reason of this Agreement, except with respect to any provision hereof that expressly survives the termination of this Agreement. If Purchaser fails to give such written notice on or before the end of the Due Diligence Expiration Date, Purchaser shall be deemed to have waived its right to terminate this Agreement pursuant to this Section.

(d) Purchaser agrees that all information made available to Purchaser (all of which is referred to herein as "Confidential Information"), will be kept confidential and will be disclosed only to professional advisors engaged in connection with the proposed transaction. Purchaser agrees that it is Purchaser's responsibility to ensure that such advisors shall agree to and shall keep such information confidential. Any provisions herein to the contrary notwithstanding, the provisions of this Section 5(d) shall survive the Closing of this Agreement or if the Closing does not take place, the termination of this Agreement.

(e) For the purposes of this Section 5, the term "Property" shall be deemed to include Seller's Retained Building.

5.1 Seller and Purchaser Additional Contingencies. Seller and Purchaser agree that to expedite the execution of this Agreement, there are certain matters upon which the parties shall work to reach agreement within sixty (60) days of the Contract Date (the "Additional Contingencies Expiration Date") and if the parties are unable to reach such agreement, then either Purchaser or Seller may terminate this Agreement by notice in writing to the other party on or before the Additional Contingencies Expiration Date.

The matters which are to be agreed upon prior to the Additional Contingencies Expiration Date are:

1. The specifications of, and the work to be performed with respect to, the code compliant exterior wall and façade listed in Section 1(b) of the Agreement as well as the specific configuration of the Seller's Retained Building, including the location of the end of Seller's Retained Building;

2. The primary components of the condominium documents described in Section 1(b) of this Agreement, including, without limitation, the composition of ownership, voting and expenses (including the allocation of and responsibility for expenses with respect to buildings, the parking lot, common areas and limited common elements);

3. Purchaser's work schedule and limits on the same to accommodate Seller's business and event schedule;

4. The Right of First Refusal requested by Purchaser, including without limitation agreement on what a "bona fide arms-length third party" means and a mechanism to resolve any dispute over whether a party is a "bona fide arms-length party"; either a dollar amount or a manner for calculating the dollar amount of Purchaser's Improvement Credit; and the manner in which the Completion Date is to be established; and

5. The number of parking spaces to be allocated to Seller, or to which Seller has right to use, under the condominium documents or otherwise and their location.

6. The future retail uses of the Property.

6. Zoning and Land Use Contingency. Except to the extent expressly provided herein, including, without limitation, with respect to the non-refundable character of some of the Deposit as set forth in Section 2 of this Agreement, Purchaser's obligations under this Agreement are subject and conditioned upon the Purchaser's ability to obtain all required local, state and federal permits and approvals, including without limitation FAA approval if required (including expiration of all applicable appeal periods with no appeal having been made) to construct an additional 55,000 square feet (or more if zoning and permitting allow) of commercial space (including but not limited to office, retail (subject to agreement of the parties in accordance with Section 5.1) and medical office space) on the Property (in one or more newly constructed buildings), such approvals to be satisfactory to Purchaser in its sole discretion, within 180 days after the date the Lodge Approvals have been obtained (the "Zoning Contingency Expiration Date"). Such approvals shall include a change in zoning classification to an office park or "O-P" classification. All costs associated with permitting and approvals to be at Purchaser's sole expense. Seller agrees to cooperate and participate in the approval process by attending meetings or causing its legal counsel or other representatives to attend such meetings as shall be reasonably requested by Purchaser, at Seller's reasonable cost and expense (Seller recognizing that all such permits and approvals are to Seller' s benefit as well). Seller shall not be required to incur any costs other than those associated with attending such meetings. Purchaser agrees to provide Seller with copies of its development plans and any concept plans, as they may be amended or revised during the permitting process, for Seller's review and approval, such approval not to be unreasonably withheld, delayed or conditioned. Seller's approval to any such development plans shall be deemed granted if Seller has not responded to a request for approval within twenty (20) business days from the date of Purchaser's submission to

Seller. In the event this permit and approval condition is not satisfied by the Zoning Contingency Expiration Date, and provided Purchaser is using diligent good faith efforts to satisfy same, Purchaser shall have the right to extend that deadline by up to an additional ninety (90) days by written notice of extension to Seller, in which event the Zoning Contingency Expiration Date shall be extended to include such 90 day period. If Purchaser for any reason has not obtained all required local, state and federal permits and approvals, including, without limitation site plan approval, and expiration of all applicable appeal periods with no appeal having been made, by the Zoning Contingency Expiration Date, then Purchaser may terminate this Agreement by written notice to Seller within such period (as it may be extended), whereupon the refundable portion of the Deposit shall returned to Purchaser and this Agreement shall be of no further force and effect.

7. Purchaser's Financial Capacity. Purchaser shall provide to Seller by on or before fifteen (15) days after the Contract Date with documentation reasonably satisfactory to Seller regarding Purchaser's financial capability to pay the Purchase Price and fund the cost of construction as contemplated in this Agreement. If Seller is not reasonably satisfied with Purchaser's evidence of financial capability, then Seller shall have the right to terminate this Agreement, whereupon the Deposit shall be returned to Purchaser and all obligations of the parties hereunder shall cease and neither party shall have any claim against the other by reason of this Agreement, except with respect to any provision hereof that expressly survives the termination of this Agreement.

8. Seller's Authority to Convey; Release of Right of First Refusal.

(a). Seller's obligations under this Agreement are subject and conditioned upon Seller (i) obtaining the consent and approval of the transaction described herein from the members of its Lodge (the "Members' Approval"), and (ii) the Elks Club's Grand Lodge ("the Grand Lodge Approval") (collectively the "Lodge Approvals"). Seller agrees to seek to obtain the Members' Approval within sixty (60) days from the Contract Date and agrees to seek to obtain Grand Lodge Approval within ninety (90) days from Contract Date, provided however that Seller shall have the option by notice to Purchaser to extend each of the Lodge Approval deadlines by up to thirty (30) additional days if it determines such extension to be necessary. If both Lodge Approvals are not obtained within ninety (90) days from the Contract Date (or within such longer period as Seller shall elect as set forth above), Seller and Purchaser shall have the right at any time thereafter to terminate this Agreement, whereupon the Deposit shall be immediately returned to Purchaser and all obligations of the parties hereunder shall cease and neither party shall have any claim against the other by reason of this Agreement, except with respect to any provision hereof that expressly survives the termination of this Agreement.

(b). Seller's obligations under this Agreement are also subject to and conditioned upon Seller obtaining from UNUM a release of its Right of First Refusal (the "UNUM

Release") within sixty (60) days from the Contract Date. If such Right of First Refusal is not obtained within such 60 day period, Seller and Purchaser shall have the right at any time thereafter to terminate this Agreement, whereupon the Deposit shall be immediately returned to Purchase and all obligations of the parties hereunder shall cease and neither party shall have any claim against the other by reason of this Agreement, except with respect to any provision hereof that expressly survives the termination of this Agreement.

(c). Intentionally Omitted.

9. Time for Performance; Delivery of Deed. The transfer of title (the "Closing") shall take place on a date that is thirty (30) days after the Zoning Contingency Expiration Date at ten a.m. at the offices of Murray, Plumb & Murray or at such other place as shall be mutually agreed to by Purchaser and Seller, unless extended as provided herein. TIME IS OF THE ESSENCE.

10. Use of Purchase Money to Clear Title. To enable the Seller to make conveyance as herein provided, the Seller may at the time of delivery of the Deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of the Deed.

11. Possession and Condition of Property. Full possession of the Property (subject to Seller's retained ownership and rights set forth herein, including, without limitation, under any condominium documents) free of all tenants and occupants (except for Seller and its members, employees, affiliates and the like) is to be delivered at Closing.

12. Representations.

(a) Seller represents, covenants and warrants to and agrees with Purchaser as follows:

(1) Seller is the current owner of the Property, and except for the approvals and releases that must be obtained as provided herein (including, without limitation, member approval) and to which its obligations hereunder are subject, has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder, and the execution and delivery of this Agreement and the performance by Seller of its obligations hereunder will not conflict with, or result in breach of any regulation, order, judgment, injunction or decree of any court or governmental authority or any agreement or instrument to which Seller is a party or by which it is bound.

(2) There are no tenancies, occupancies or licenses affecting the Property, except as set forth explicitly in this Agreement.

(3) Intentionally Omitted.

(4) No work has been done on the Property which could give rise to any liens on the Property, except those for which Seller intends to pay in the ordinary course of business and no contracts are outstanding or in effect with respect to the doing of any such work except those for which Seller intends to pay in the ordinary course of business.

(5) To the best of Seller's knowledge there is no notice, suit, order, decree, claim, writ, injunction, or judgment relating to material violations of any laws, ordinances, codes, regulations or other requirements with respect to the Property (or any portion thereof) in, of or by any court or governmental authority having jurisdiction.

(6) To the best of Seller's knowledge there is no condemnation proceeding pending or threatened against any portion of the Property.

(7) During the period of Seller's ownership and to the best of Seller's knowledge prior to its ownership of the Property, there has been no leakage, seepage or other release or discharge of any hazardous waste or matter, toxic substance, pesticide or petroleum product or derivative on the Property. The Property has not been used during Seller's ownership, or to Seller's knowledge during any prior period of ownership, for the storage, collection or depositing, whether intentional or unintentional, of any hazardous waste, toxic substance, pesticide or petroleum product or derivative, except for an underground storage tank or to the extent oil or gas products have been stored for heating, cooking or other use by Seller. There are no underground storage tanks located at the Property that have not been removed or filled and Seller is not aware of any underground storage tanks at the Property placed there by Seller or anyone else that have not been removed or filled. If the existing underground storage tank(s) must be removed for any reason, Purchaser shall remove the tank at its cost and expense, but the cost of such removal shall be included in Purchaser's Improvement Credit.

(b) Purchaser represents, covenants and warrants to and agrees with Seller that Purchaser has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder, and the execution and delivery of this Agreement and the performance by Purchaser of its obligations hereunder (i) have been duly authorized by all requisite organizational action; and (ii) will not conflict with, or result in a breach of, any of the terms, covenants and provisions of the by-laws or articles of

organization of Purchaser or any law or any regulation, order, judgment, writ, injunction or decree of any court or governmental authority, or any agreement or instrument to which Purchaser is a party or by which it is bound.

13. Affirmative Covenants of Seller. Seller agrees, pending closing, that:

(a) Unless disputed by Seller, Seller shall pay, when due, all taxes and assessments of every type or nature levied or assessed against the Property of which Seller has actual notice, and unless disputed by Seller, any claim, lien or encumbrance of which Seller has actual notice against the Property that might materially affect Seller's ability to fulfill its obligations hereunder. To the extent Seller disputes such a tax, assessment, claim, lien or encumbrance, Seller agrees to take reasonable steps to contest the same.

(b) Seller (i) shall not commit or suffer waste and (ii) shall comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and will not suffer or permit any violation thereof.

14. Broker's Commissions. If this transaction closes, Seller shall be responsible for the payment of a brokerage commission to Malone Commercial Brokers. Seller shall have no obligation to make any payment to the The Boulos Company which Purchaser agrees shall obtain any commission which it may claim solely from Malone Commercial Brokers. If either Seller or Purchaser have employed or engaged any other broker or agent in connection with this transaction or have incurred any other obligation, contingent or otherwise, for a broker's or finder's fee with respect to the matters provided for in this Agreement, the party incurring any such obligation shall be solely responsible therefor. Each party agrees to indemnify and hold the other party harmless from and against any and all costs, expenses, claims, losses or damages, including reasonable attorneys and paralegal fees, resulting from a violation of the representations, warranties and covenants set forth in this Section and this agreement to indemnify and hold harmless shall survive the Closing hereunder, or if the Closing does not occur, the termination of this Agreement.

15. Default.

(a) If Purchaser fails to perform its obligations as set forth in this Agreement, then Seller as its sole remedy at law or in equity shall be entitled to retain the Deposit as liquidated damages as a result of such failure to perform and this Agreement shall be deemed terminated. Purchaser acknowledges that Seller's damages because of Purchaser's failure to perform are difficult to ascertain and agree that the amount of the Deposit represents a reasonable estimate of the minimum amount of Seller's damages as a result thereof.

(b) If Seller fails to perform its obligations as set forth in this Agreement, Purchaser shall, in addition to its remedies in equity to which it is otherwise limited (including the right to specific performance), be entitled to receive the Deposit together with reimbursement for expenses incurred by Purchaser in obtaining the reports referred to in Paragraph 5 which shall not exceed $5,000. Except for such reimbursement for expenses which shall not exceed $5,000, Purchaser shall not be entitled to any damages of any kind whatsoever.

(c) In the event either Purchaser or Seller is alleged to have failed to perform its obligations hereunder, the party so claiming shall give notice in writing to the allegedly breaching party and the party shall have ten (10) days following the receipt of such notice in which to cure the alleged breach.

16. Purchaser's Conditions. The obligation of Purchaser to close under this Agreement is subject to the following conditions precedent:

(a) The representations and warranties of Seller shall be materially true in all respects, and Seller shall so certify, unless an event has occurred which makes such representation untrue, in which case Seller shall give notice of the same to Purchaser prior to closing.

(b) Seller shall have performed and complied with all the terms and conditions required by this Agreement to be performed and complied with by Seller at or prior to Closing.

17. Notice. Whenever notice is given or required to be given by either of the parties hereto to the other, it shall be deemed to have been given if in writing and mailed by certified or registered mail, return receipt requested, postage prepaid, or hand delivered, addressed to the parties at the address set forth in the first paragraph above or to such other address(es) as either party shall have last designated by like notice in writing. Copies of all notices to Purchaser shall be sent to Murray, Plumb & Murray, 75 Pearl Street, Portland, Maine 04101, Attention: Drew A. Anderson, Esq. Copies of all notices to Seller shall be sent to Exalted Ruler Timothy Smith, Elk's Lodge, Portland Lodge 188, 1945 Congress Street, Portland, Maine 04103, with a copy to counsel, William H. Leete, Jr., Esq., Leete & Lemieux, P.A., P.O. Box 7740, Portland, Maine 04112. All notices shall be effective upon hand delivery, receipt or two (2) business days after date of mailing, whichever first occurs. The respective attorneys for the parties are authorized to give and receive notices with the same effect as if given or received by the parties hereto.

18. Further Assurances. The parties agree that up to and after the date of Closing, they shall do such things and execute, acknowledge and deliver any and all

additional instruments, documents and materials as either party may reasonably request to fully effectuate the purposes of this Agreement.

19. Construction of Agreement. This instrument, executed in duplicate, is to be construed as a Maine contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Seller and Purchaser. If two or more persons are named herein as Purchaser and Seller their obligations hereunder shall be joint and several. The captions are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it. This Agreement may not be recorded by Purchaser, and any such recording shall be deemed to automatically terminate this Agreement.

20. Risk of Loss. The risk of loss shall remain on Seller at all times until closing except for loss or damage to the extent either caused by or arising from the act or omission of Purchaser, its members, managers, officers, agents, subcontractors or employees.

21. Miscellaneous.

(a) Seller and Purchaser shall each pay their portion of the Maine State Transfer Tax.

(b) Seller hereby certifies that Seller is a resident of the State of Maine. Seller hereby acknowledges Purchaser's requirement to withhold 2½% of the purchase price pursuant to 36 M.R.S.A. §5250-A if Seller is not a resident of the State of Maine, unless Seller presents to Purchaser at closing a Certificate of Exemption or Certificate of Reduction from the State of Maine Bureau of Taxation.

(c) By signing this Contract, Purchaser acknowledges that Purchaser has been notified of the State of Maine's withholding tax requirement pursuant to 36 M.R.S.A. §5250-A.

(d) Seller hereby certifies that Seller is a resident of the United States of America and is not subject to the 10% withholding tax imposed upon "foreign persons" by Section 1445(a) of the Internal Revenue Code of 1954.

(e) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors in interest and assigns. Purchaser shall be entitled to assign its right, title and interest herein to any limited liability company, partnership or other entity, whether now existing or hereafter

formed, controlled by, controlling or under common control with Purchaser or its principals. Any assignee shall expressly assume all of Purchaser's duties, obligations and liabilities hereunder. No such assignment shall release the named Purchaser from its obligations hereunder.

(f) It is understood and agreed that all understandings, agreements, warranties or representations, either oral or in writing, including without limitation any letters of intent or prior agreements, heretofore between the parties hereto are merged in and superseded by this Agreement, which document alone fully and completely expresses the parties' agreement with respect to the transactions covered hereby. This Agreement may not be modified in any manner except by a subsequent instrument in writing signed by Seller and Purchaser.

(g) This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall constitute but one and the same instrument.

(h) If the date for performance of any obligation hereunder, or the giving of any notice hereunder, falls on a Saturday, Sunday or a legal holiday in the State of Maine, the period for such performance, or the giving of any notice hereunder, shall be extended to the next business day.

(i) This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Maine.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as a sealed instrument as of the date set forth below their respective signatures, to be effective as of the Contract Date.

SELLER:
Portland Lodge No. 188, of the Benevolent and Protective Order of Elks of the United States of America

Dated: June 9, 2014

By: _____, Exalted Ruler

_____, _____

PURCHASER:
Northland Enterprises, LLC

Dated: June 11th 2014

By: _____
Josh Benthien, MANAGER

_____
Dr. Michael Bedecs

ACKNOWLEDGEMENT

The undersigned acknowledges receipt of the $100,000.00 Deposit and a copy of this Agreement and agrees to hold, account for and deliver the Deposit in accordance with the terms of this Agreement.

Malone Commercial Brokers

By: _____

_____, _____

FIRST AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

This Amendment to Purchase and Sale Agreement ("First Amendment") is dated as of August 5, 2014 by and between Portland Lodge No. 188, of the Benevolent and Protective Order of Elks of the United States of America (collectively "Seller"), having a place of business at 1945 Congress Street, Portland, Maine and Dr. Michael Bedecs, having a place of business at 1375 Congress Street, Portland, Maine and Northland Enterprises, LLC, and/or its assigns, having a place of business at 17 South Street, 3rd floor, Portland, Maine ("Buyer").

RECITALS

WHEREAS, Seller and Buyer entered into a certain Purchase and Sale Agreement dated as of June 11, 2014, (the "Purchase Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Paragraph 5.1 of the Purchase Agreement "Seller and Purchaser Additional Contingencies" is hereby amended so that the "Additional Contingencies Expiration Date" is hereby extended, up to and including September 30, 2014 and Buyer and Seller shall have until September 30, 2014 to agree upon all matters listed in Paragraph 5.1 or to exercise their right to terminate as set forth more fully in Paragraph 5.1.

2. The Purchase Agreement shall remain in full force and effect, except as expressly amended hereby. Without limiting the general nature of the foregoing, any paragraphs of the Purchase Agreement amended by this First Amendment, shall remain unchanged, except for the expressly stated amendments contained herein.

IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the date first set forth above.

SELLER:

Portland Lodge No. 188, of the Benevolent and Protective Order of Elks of the United States of America

By: _____
Name: Timothy Smith
Title: Exalted Ruler

BUYER:

Northland Enterprises, LLC

By: _____

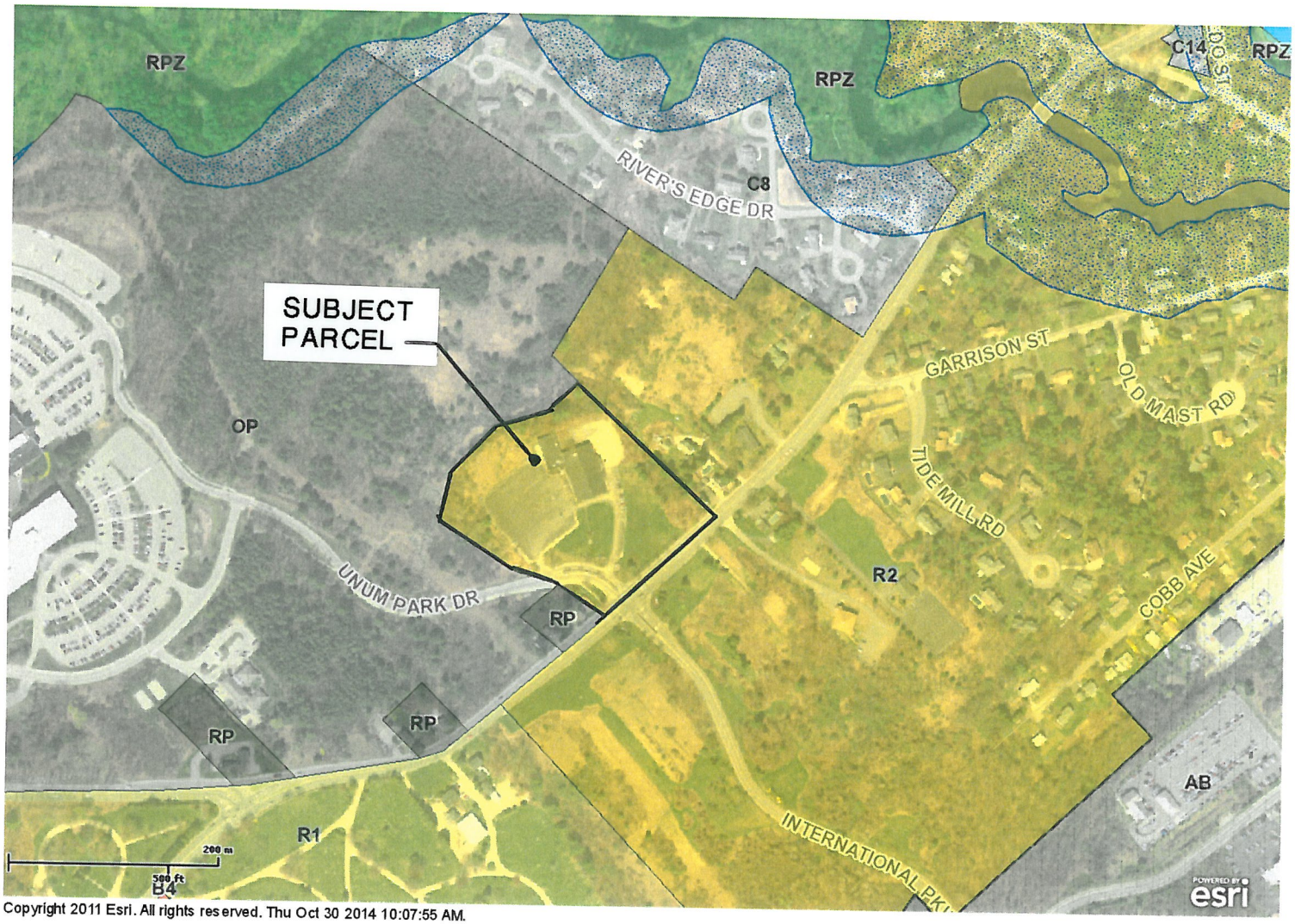
Name: Rex Bell

Title: Partner

_____

Dr. Michael Bedees

My Map



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PARKING REQUIRED:
OFFICES; PROFESSIONAL AND PUBLIC BUILDINGS: 1 PARKING SPACE FOR EACH 400 SQUARE FEET OF FLOOR AREA (BUILDINGS 2 & 3)

PLACES OF ASSEMBLY (INCLUDES PRIVATE CLUB AND FRATERNAL HALLS...): 1 PARKING SPACE FOR EACH 125 SQUARE FEET OF FLOOR AREA USED FOR ASSEMBLY AREA (BUILDING 1)

	CITY REQ'MENT	TENENT REQ'MENT	LCE/EXCLUSIVE USE	LCE LEGEND
BUILDING 1	54 SPACES	90 SPACES	77 SPACES	
BUILDING 2	38 SPACES	75 SPACES	46 SPACES	
BUILDING 3	89 SPACES	177 SPACES	65 SPACES	
TOTALS:	181 SPACES	342 SPACES		

OVERALL PARKING PROVIDED:

STANDARD SPACES	283-9'x18' SPACES
HANDICAP ACCESSIBLE	12-8'x18' SPACES
MOTORIZED 2-WHEEL	20-4'x8' SPACES

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

NOT FOR CONSTRUCTION

PINKHAM & GREER
CIVIL ENGINEERS
28 VAUGHAN AVE, PORTLAND, ME. 04103
TEL. (207)781-5242 FAX: (207)781-4245

REV.	DATE	DESCRIPTION

NORTHLAND ENTERPRISES, LLC
17 SOUTH STREET
PORTLAND, MAINE 04101

SCALE: AS SHOWN
DATE:
PROJECT: 13151
DRN BY: JDC
DES'G BY: TSG
CHK BY:

1945 CONGRESS STREET
ELKS LODGE, PORTLAND, MAINE

SITE PLAN

03

MAP/LOT 216-A-6 & 217-A-1

Comprehensive Plan Compliance
1945 Congress Street
December 11, 2014
File: 13151

Goal: Expansion of the Office Park District (OP) to encompass the Elks Club, currently zoned, Residential 2 (R2). The current OP District covers the UNUM campus.

Existing Conditions: This is currently developed with a 23,127 sq. ft. building used by the Elks. It has open parking lots, lawn, and little landscaping. It is in need of updating. It is a non conformant grandfathered use in the R2 District.

Current Plan: This project will reduce the size of the Elks Club building, providing a fully refurbished exterior and parking. Interior renovations are planned as well. In addition to the Elks building, two new buildings will be added to the site. A 15,000 sq. ft. medical office building will be constructed along Congress Street and a 25,000 to 35,000 sq. ft. general office building will be added to the interior of the property. This project will bring the current site into conformance with current environmental standards.

In reviewing the Comprehensive Plan, this project will meet many of the goals established for this area of the Portland and Portland in general. This is accomplished with the zone change. Below are bullet points that speak to items in the Comprehensive Plan.

- Expanding the OP District to this site allows for redevelopment of the existing site minimizing the effects of sprawl.
- The rezone to OP allows clean industries and uses to use the site.
- The site is on a major arterial, minimizing impacts on residential neighborhoods.
- The site is on a bus route and will have bike racks that support alternate means of transportation.
- The OP will allow expansion of compatible uses to the current OP Zone that encompasses the UNUM campus.
- The existing developed site has no historic features that will be impacted by the expansion of the OP District.
- The expansion of the OP District will allow greater protection of the natural resources. The new project will have a fully compatible stormwater management system, improving the stormwater runoff quality. This protects wetlands, Stroudwater River, and Casco Bay.
- The rezone will encourage economic growth, providing jobs for construction workers, office employees, and support services.
- It does not impact current residential properties. No housing units are removed or rezoned with this map amendment to the OP.

Neighborhood Meeting Certification

I, Thomas S. Greer, P.E., Pinkham & Greer, Civil Engineers hereby certify that a neighborhood meeting was held on January 5, 2015 at 1945 Congress Street at 5:00 pm.

I also certify that on December 22, 2014, invitations were mailed to the following:

1. All addresses on the mailing list provided by the Planning Division which includes property owners within 500 feet of the proposed development or within 1000 feet of a proposed industrial subdivision or industrial zone change.
2. Residents on the "interested parties" list.
3. A digital copy of the notice was also provided to the Planning Division (jmy@portlandmaine.gov and ldobson@portlandmaine.gov) and the assigned planner to be forwarded to those on the interested citizen list who receive e-mail notices.

Thomas S. Greer, P.E.

1/7/15
(date)

Attached to this certification are:

1. Copy of the invitation sent
2. Sign-in sheet
3. Meeting minutes

PINKHAM & GREER
CIVIL ENGINEERS
28 VANNAH AVE. PORTLAND, ME. 04103
Tel: 207.781.5242 Fax: 207.781.4245

You are Invited to a Neighborhood Meeting

December 22, 2014

Dear Neighbor:

The team at Northland Enterprises, LLC is working with the Elks' to create a new look and use of the site. The Elks' building will be downsized and renovated to give it a fresh look and become more functional for their use.

The additions to the site will include a 15,000 sq. ft. medical building along Congress Street and a 35,000 sq. ft. building along the UNUM side of the site. These changes will allow the site to be brought up to current environmental standards.

This meeting is for a Zone Change for the property. As part of the City's approval process, we will hold two public informational meetings which you are invited to attend. The first meeting will be:

Meeting Location:	1945 Congress Street, the Elks Building
Meeting Date:	Monday, January 5, 2015
Meeting Time:	5:00 pm

The City code requires that property owners within 500 feet of the proposed development and residents on the "interested parties list" be invited to participate in the neighborhood meeting. A sign in sheet will be circulated and minutes of the meeting will be taken. Both the sign up sheet and minutes will be submitted to the Planning Board.

If you have any questions, please call Tom Greer @ 207-781-5242.

Sincerely,

PINKHAM & GREER
CIVIL ENGINEERS

Thomas S. Greer

Applicant: Northland Enterprises, LLC (Josh Benthien & Rex Bell)
17 South Street
Portland, ME 04101

Owner: Portland Logde #188 BPOE of USA
1945 Congress Street
Portland, ME 04102



NOT FOR CONSTRUCTION

03	1945 CONGRESS STREET ELKS LODGE, PORTLAND, MAINE SITE PLAN	NORTHLAND ENTERPRISES, LLC 17 SOUTH STREET PORTLAND, MAINE 04101 SCALE: AS SHOWN DRN BY: JDC DATE: DESG BY: TSG PROJECT: 13151 CHK BY:	REV / DATE / DESCRIPTION		PINKHAM & GREER CIVIL ENGINEERS 28 VANNAH AVE, PORTLAND, ME, 04103 TEL: 207.797.5242 FAX: 207.797.4245

NEIGHBORHOOD MEETING ATTENDEE LIST
1945 Congress Street
January 5, 2015

TOM GREEN FINKHAM & COLEEN 23 VANMAH AVE PORTLAND, ME.	DAN KOLOSKI (SVA PRESIDENT) 1296 WESTBROOK ST PORTLAND STROUDWATERVILLAGEASSOCIATION@GMAIL.COM
Tim Smith 1945 Congress St Portland ME.	Anita B Jones 35 Old Mast Rd. Portland, ME 04102
[illegible] 1945 Congress St Portland ME 04102	BILL LINNELL + JOYCE BARTHIER 1905 CONGRESS ST PORTLAND, ME 04102
James Casterella 1967 Congress St Portland, 04102	Josh Benthien - Northland 9 Rocky Hill Road Cape Elizabeth, 04107
BRAD FRIES 17 SOUTH ST, 3RD FL PORTLAND, ME 04101	Rex Bell - Northland 40 Wood Road Cape Elizabeth, ME 04107
Maryfoa Kimball 49 Vindale St. Scarborough, ME 04074	CATHERINE ALEXANDER UNUM 2211 congress st Portland, ME 04122
PAT ADRIANCE 16 LONGFELLOW ROAD GORHAM, ME 04038	JOE Winschel 1945 Congress St Portland, ME
RON ADRIANCE SAME AS ABOVE	MICHAEL ROGERS 66 RIVER'S EDGE DR PORTLAND
Dennis S. Rickett 20 Woodbury St. Portland. Me.	Joan & Sandy Boal 3704 Mast Rd. Portland. Me.
Carol Burchill 194 Elbor St Scarborough Me 04074	ERIC GRIFFIN 42 PENRITH RD PORTLAND ME 04102

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PINKHAM & GREER
CIVIL ENGINEERS
28 VANNAH AVE. PORTLAND, ME. 04103
Tel: 207.781.5242 Fax: 207.781.4245

Neighborhood Meeting Summary
1945 Congress Street
January 5, 2015

The meeting started at 5:10pm and concluded around 5:45pm. It seemed to be well attended. The Attendance List is attached. Several people showed up during the meeting but did not sign in.

- A presentation by Thomas Greer was made highlighting the location of the project and noting the process for the zone change, the site plan and subdivision approvals. This is the first of two public information meeting to be held for this project.
- The features of the site were noted, including removing a section of the Elk's building, and renovating the remainder of the building. A new 15,000 sq. ft. medical office building will be constructed along Congress Street and a 25,000 to 35,000 sq. ft. building will be constructed on the west side of the existing parking lot.

In response to questions the following responses were made:

- The entrances to the site will remain in the same locations.
- A pylon sign will likely be placed out at the Congress Street entrance and some type of signage will be on the buildings. Way finding signs and parking signs will be thoughout the parking fields.
- Bike racks, motorcycle, and scooter parking is provided and sidewalks for pedestrian connections are provided. No trail network is included.
- The parking meets or exceeds the City's requirements. On Tuesday's, Bingo at the Elk's will create the maximum demand. A parking study will be part of the submittals to the City.
- The site will have improved stormwater management. It will include treatment and flow control. A final selection of the treatment system has not been made.
- The site will have new lighting, meeting current standards. It will be computer controlled so it can be limited in the time it is on. It will be shielded and at lower levels than older parking lots. It will be LED lights.

The schedule for the project includes:

- Zone Change in the next 2 months.
- Site Plan and Subdivision Approval by May.

- Start Construction on the Elk's in June.
- Medical Building construction in June.

The general office building will be constructed when a tenant/owner is confirmed.

- The preliminary elevation views of the Elk's building and the general office building were shown. No drawings of the medical office were shown.
- Our neighbor, adjacent Congress Street, Bill Linnell, noted he was opposed to the project and thought a housing project would meet the Comprehensive Plan better. We noted we had sent a brief summary of how this project conforms to the Comprehensive Plan to the staff already. He will get a copy of that.
- There was general discussion about the bus route and if the rerouting of the line would impact this project. We did not think it would have much impact on the project.

The above summary of the meeting is respectfully prepared and submitted by:

Thomas S. Greer, P.E.

MEMORANDUM

To: FILE

From: Nell Donaldson

Subject: Application ID: 2014-227

Date: 12/17/2014

Comments Submitted by: Ann Machado/Zoning on 12/2/2014

The proposal is for a Map Amendment to change the zone for the property located at 1945 Congress Street from R-2 Residential to O-P Office Park Zone in order to build a 15,000 sf medical building and a 35,300 sf office building. These two proposed uses are permitted uses in the O-P zone. The Elks building is a conforming use in the R-2 zone as a place of assembly (fraternal organization). If the lot is changed to the O-P zone, the Elks building as a place of assembly would become a legal nonconforming use. The use could be maintained but the building could not be expanded and the nonconforming use would be abandoned if the use as a place of assembly is dicontinued for twelve months. The existing lot meets the minimum gross area requirement of three acres for an office park and it meets the minimum street frontage of one hundred feet.

From: Tom Errico <thomas.errico@tylin.com>
To: Helen Donaldson <HCD@portlandmaine.gov>
Date: 1/5/2015 10:07 AM
Subject: RE: Fwd: Office Development at Elks Lodge Site off Unum Drive

Hi Nell – I have conducted a preliminary trip generation analysis for the three development assumptions you have provided and the results are summarized in the following table. The trip generation estimates were computed for the Weekday AM and PM peak hours and were based on the Trip Generation Manual, Institute of Transportation Engineers, 9th Edition.

Zone	***Density***	***AM Peak Hour Traffic Volume Enter and Exiting***	***PM Peak Hour Traffic Volume Enter and Exiting***
Existing R-2	*14 Residential Units*	*10 Vehicles*	*14 Vehicles*
Office Park (OP)	*192,563 Square Feet of Office Space*	*302 Vehicles*	*288 Vehicles*
Residence Professional (RP)	*137,201 Square Feet of Office Space*	*214 Vehicles*	*204 Vehicles*

If you have any questions or need additional information, please contact me.

Best regards,

Thomas A. Errico, PE
Senior Associate
Traffic Engineering Director
[T.Y. Lin International]T.Y. Lin International
12 Northbrook Drive
Falmouth, ME 04105
207.781.4721 (main)
207.347.4354 (direct)
207.400.0719 (mobile)
207.781.4753 (fax)
thomas.errico@tylin.com<mailto:thomas.errico@tylin.com>
Visit us online at www.tylin.com<http://www.tylin.com>
Twitter | Facebook | LinkedIn | YouTube

"One Vision, One Company"

Please consider the environment before printing.

From: Tom Errico <thomas.errico@tylin.com>
To: Helen Donaldson <HCD@portlandmaine.gov>
Date: 1/9/2015 3:51 PM
Subject: RE: Fwd: Office Development at Elks Lodge Site off Unum Drive

Hi Nell – I would like to note that based upon the trip generation levels noted in my previous email, a comprehensive traffic impact study would be required to assess impacts to the area roadway system. Please note the following:

· The Congress Street/International Parkway/UNUM Drive intersection will serve as the primary access point for any development. Use of this existing signalized intersection seems appropriate, but any development application would be required to access the ability of this traffic signal to adequately accommodate the added traffic.

· The City recently implemented Phase I of the Outer Congress Street Streetscape Study with the intent of providing a balanced multi-modal transportation street. Phase I primarily reduced the number of travel lanes on certain sections of Congress Street between Steven Avenue and International Parkway/UNUM Drive. The City continues to review conditions and will be implementing Phase II of the Plan this year which will seek to enhance the inbound merge area east of International Parkway/UNUM Drive, add a crosswalk near Garrison Street, and implement pedestrian and transit improvements at Westbrook Street.

· MaineDOT will be upgrading the traffic signal at the Congress Street/Westbrook Street intersection. This intersection currently experiences congestion problems, but it is unlikely any capacity enhancements will be possible given constraints.

· The Congress Street/Johnson Road intersection seems to operate at an acceptable level of service, but review of conditions would be required.

If you have any questions, please let me know.

Best regards,

Thomas A. Errico, PE
Senior Associate
Traffic Engineering Director
[T.Y. Lin International]T.Y. Lin International
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Twitter | Facebook | LinkedIn | YouTube

"One Vision, One Company"

Please consider the environment before printing.

From: Helen Donaldson [mailto:HCD@portlandmaine.gov]
Sent: Monday, January 05, 2015 10:27 AM
To: Tom Errico
Subject: RE: Fwd: Office Development at Elks Lodge Site off Unum Drive

Great. Thanks, Tom. There are likely to be questions about impacts to operations on Congress Street and the light at Unum Park Drive. Can you make any general statements on that? Maybe alluding to existing trips generated by the Elks?

Tell me if I'm asking you to go too far out on a limb here!

Nell

_____

Nell Donaldson
City of Portland Planning Division
389 Congress Street
Portland, Maine 04101
874-8723
hcd@portlandmaine.gov<mailto:hcd@portlandmaine.gov>
>>> Tom Errico <thomas.errico@tylin.com<mailto:thomas.errico@tylin.com>> 1/5/2015 9:54 AM >>>
Hi Nell – I have conducted a preliminary trip generation analysis for the three development assumptions you have provided and the results are

summarized in the following table. The trip generation estimates were computed for the Weekday AM and PM peak hours and were based on the Trip Generation Manual, Institute of Transportation Engineers, 9th Edition.

Land Use Zone

Density

AM Peak Hour Traffic Volume Enter and Exiting

PM Peak Hour Traffic Volume Enter and Exiting

Existing R-2

14 Residential Units

10 Vehicles

14 Vehicles

Office Park (OP)

192,563 Square Feet of Office Space

302 Vehicles

288 Vehicles

Resource Protection (RP)

137,201 Square Feet of Office Space

214 Vehicles

204 Vehicles

If you have any questions or need additional information, please contact me.

Best regards,

Thomas A. Errico, PE
Senior Associate
Traffic Engineering Director
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Please consider the environment before printing.

From: Helen Donaldson [mailto:HCD@portlandmaine.gov]
Sent: Monday, January 05, 2015 8:22 AM
To: Tom Errico
Subject: RE: Fwd: Office Development at Elks Lodge Site off Unum Drive

Thanks, Tom. This is helpful.

I'm trying to get a draft of this memo to Barbara this week, as I'm out for some of next and the workshop is on the 20th. Can you take a look at those buildout calculations when you get a chance (attached again here) and let me know what you think in terms of a general comparison of trip generation?

Thanks, Tom.

Nell

>>> Tom Errico <thomas.errico@tylin.com<mailto:thomas.errico@tylin.com>> 12/31/2014 3:59 PM >>>
Hi Nell – Attached is a concept plan set that is still evolving, so please note that it will be changing. Thanks and let me know if you have any questions.

Thomas A. Errico, PE
Senior Associate
Traffic Engineering Director
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"One Vision, One Company"

Please consider the environment before printing.

From: Helen Donaldson [mailto:HCD@portlandmaine.gov]
Sent: Wednesday, December 31, 2014 11:09 AM
To: Tom Errico
Subject: Re: Fwd: Office Development at Elks Lodge Site off Unum Drive

Thanks, Tom. I can't think of anything else in terms of development out there, but Barbara may know of something.

I'm looking forward to seeing the outer Congress plans when you get a chance. I didn't even realize anything was happening there.

Nell

>>> Tom Errico <thomas.errico@tylin.com<mailto:thomas.errico@tylin.com>> 12/31/2014 9:48 AM >>>

Sent from my iPhone

Begin forwarded message:
From: "Diane W. Morabito" <mtrdwm@myfairpoint.net<mailto:mtrdwm@myfairpoint.net>>
Date: December 29, 2014, 1:09:18 PM EST
To: 'Barbara Barhydt' <BAB@portlandmaine.gov<mailto:BAB@portlandmaine.gov>>
Cc: Tom Errico <thomas.errico@tylin.com<mailto:thomas.errico@tylin.com>>
Subject: Office Development at Elks Lodge Site off Unum Drive
Hi Barbara,
I am writing regarding the proposed medical and general offices at the Elks Lodge site off Unum Drive (off Congress Street). We are doing the traffic study and traffic permitting for the office development. Are there any other development projects approved but not constructed, or pending approval, that will impact Congress Avenue volumes in that area that I should consider in my traffic analysis?
As always, thanks for your assistance and Best Wishes for the New Year.
Diane

Diane W. Morabito, P.E. PTOE

President

Maine Traffic Resources

25 Vine Street

Gardiner, ME 04345

(O) 207-582-5252

(M) 207-441-0703

Notice: Under Maine law, documents - including e-mails - in the possession of public officials or city employees about government business may be classified as public records. There are very few exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested. --

January 14, 2015

David P. Silk
1187 Westbrook Street
Portland, ME 04102-1928

Ms. Helen Donaldson
Planning and Urban Development Department
City of Portland
389 Congress Street
Portland, ME 04101

RE Elks Club Property Zone Change Application, 1945 Congress Street

Dear Neil:

I live in the Stroudwater neighborhood and I am a member of the Stroudwater Village Association. I write in my own individual capacity to express my view as to why the Planning Board should not recommend to the City Council approval of Northland Enterprises, Inc.'s application to rezone the Elks Club property at 1945 Congress Street from R-2 to OP. Can you please forward this letter to the Board as part of the packet of information the Board is to receive on the applicant's proposal.

As an initial matter, in the applicant's material you were kind enough to send to me, I did not see anywhere the applicant's explanation on how the proposed zone change is consistent with the Comprehensive Plan. Unless and until the applicant attempts to explain how it's parcel specific zone change application is consistent with the Comprehensive Plan, and makes that information timely available to the public prior to any Planning Board meeting, the Board should defer hearing the proposal.

I am not aware of any proposed one parcel only zone change (as opposed to a large area with multiple parcels) that sought to change an existing and to be continued use on the property from legally conforming to legally nonconforming but that is what the applicant seeks here. The applicant represents that with the proposed parcel zone change the Elks Club will continue to be used as a place of

assembly. Application at 4. A place of assembly is a conditional use in the R-2 zone because it is viewed as typically harmonious with residential uses. Places of assembly are not permitted, either by right or as a conditional use, in the OP zone. I cannot think of any zoning justification for a parcel only zone change that has the effect of converting an existing and to be continued use from legally conforming to legally nonconforming. I am not aware of anywhere in the Comprehensive Plan where it is a planning goal of the City through a parcel only zone change to convert a legally conforming use that is to be continued to nonconforming. By definition if the change is approved, the City would be permitting a nonconforming use to continue. But the goal of zoning is to eliminate over time nonconforming uses, not to convert legal uses into to a use prohibited in the proposed zone. It cannot be consistent with the Comprehensive Plan to approve a parcel only zone change that makes an existing lawful use nonconforming.

Continuing on the issue of consistency with the Compressive Plan, the City has a very clear goal of creating more housing, all kinds of housing. As a R-2 zone, permitted uses include single family detached residential housing. The area of the City zoned R-2 is finite and located in the outlying areas (off of outer Auburn Street, outer Washington Ave, outer Allen Ave, outer Westbrook Street and outer Congress Street). Most of these streets are major traffic carrying arterials and have limited additional capacity for traffic.

The purpose of R-2 is to "provide for low-density residential development characterized by single-family home on individual lots in outlying areas of the city and along traffic corridors with limited additional traffic capacity." Looking at the zoning map one can see that much of the R-2 has been built out over the last twenty to thirty years consistent with the standards in the R-2. But some open areas remain including areas along outer Congress Street. I am not aware of any reason why the stated policy of the R-2 zone remains less vibrant today. In contrast to the applicant's proposed multi-story professional office buildings, single family detached residential uses in these areas would cause less of an impact on already overburdened roads.

Conditional uses in the R-2 include places of assembly. In the R-2 over the last 30 years several places of assembly located to the R-2 zone. That can be seen on outer Congress Street (as well as outer Washington Ave., outer Allen Ave. and

outer Westbrook Street). On outer Congress Street there are two places of assembly (churches) located almost across the street from the Elks Club. When these places of assembly located to outer Congress Street they knew of the limited uses in the R-2 zone. Because of the limitation on use, they knew if they ever decide to sell, the market would be quite limited. That limitation on use has served the conditional uses quite well as the uses have been established in a residential zone in a manner consistent with the characteristics of the area. The two churches and the Elks Club are situated with significant open space facing Congress Street with the building to hold the assembly and parking set back quite a distance from Congress Street, all to preserve the open space characteristics of outer Congress Street and to be compatible with the permitted R-2 uses. The proposed zone change will destroy this balance.

A zone change should not be approved simply to accommodate the financial goals of a property owner especially when the owner developed the property aware of the limitations on use. Unlike the Williston West Church, the Elks Club building lacks any unique historical features. It is not a landmark structure and need not be preserved if its location interferes with the development of residential subdivision which means more housing for the City in an area zoned for housing.

Also relative to outer Congress Street, in the last 20 years two significant single family residential subdivisions (Tide Mills and River's Edge) have been built out directly off of Congress Street in very close proximity to the Elks Club as contemplated by the R-2 zone. River's Edge was built as a contract zone (conditional R-3) but is fully consistent with the policy and permitted uses in the R-2. They are both very close to Congress Street and are fully built out as there is a demand for single family detached housing within the City.

The Comprehensive Plan has as a goal of no net loss of housing for all development. That goal is incorporated into the Land Use Code. While there is no existing housing on the Elks Club property, changing the zone from R-2 to OP removes the land from the R-2 capable of being developed for residential housing. Residential uses are prohibited in the OP zone. Rezoning land to eliminate residential uses like removing dwelling units with no replacement of those units is clearly not consistent with the Comprehensive Plan's goal of creating more housing in the City.

While the Board is not acting on any site plan application at this time, the applicant's proposed site plan visual shows that the applicant is proposing two multi-story generic commercial/medical office buildings with lots of parking and nothing close to what meets the OP purposes and standards.

The purpose of the OP is to "provide substantial areas for integrated development of professional offices in a park-or campus-like setting which are of the highest quality, are well maintained and are compatible with their natural surroundings." One is hard pressed to see in the visual any park or campus like setting compatible with the natural surroundings. The 1945 Congress Street lot is not a "substantial area." If Board members are not familiar with an OP zone, they should ride by and through UNUM's campus. That will show that there is little if any parking visible from the street, significant natural features remain between the street and improvements, open space remains and is visible from the public way, trails and sidewalks are available, and the site clearly has a park or campus like feel. Compare UNUM's development to the OP policies and standard and you will see UNUM fits. The applicant's proposal absolutely does not.

In reality, the applicant's proposal is a run of the mill multi-story professional office structure that pretty much consumes most of the site. It is clearly not a campus. It clearly does not create a park like setting. Unlike the UNUM campus, and the places of assembly along outer Congress Street and near the site, one of the two proposed multi-story office buildings fronts immediately on Congress Street. It is not set back from Congress Street with an open space and natural vegetation buffer between the development and the street. It is not compatible with the natural surroundings and with the existing development pattern created by the nearby homes and places of assembly.

The OP standards call for a Master Plan of the office park that shall include a design relationship to the site to show integration of open space and the natural features. That integration "shall be achieved by incorporation of outdoor amenities for the benefit of users of the site, such as jogging and walking trails, gardens and benches." None of that can be included on the proposed site given the proposed building envelopes and parking. One cannot shoehorn the features of an OP zone into this site and legitimately call what is proposed within the realm of what the OP zone envisions.

On the visual there are no internal sidewalks that take advantage of the "topography and natural features of the site." There is a mass of parking being proposed right next to what will still be a R-2 zone with little preserved of the natural features. Because of the lack of a campus setting and retention of natural features, the proposed multi-story buildings will loom large over the abutting residential dwelling units. I see no buffer and screening of the type called for by the OP standards which shall be of a "dense and continuous nature and shall incorporate trees, shrubs, fencing, berms and related elements." I do not see any preservation of natural features which includes existing vegetation. It appears it will be mostly paved over. To call this site suitable for OP designation based on the proposed plan is not possible.

In sum, it appears to me the only reason for the zone change is to accommodate the applicant and to maximize the financial return to the Elks Club. The proposed zone change permits broader uses, professional offices, which makes the land more valuable. But the standard to judge the merits of a zone change is not whether the owner, a place of assembly that is often a non-profit and not subject to property tax, should be able to maximize the return on its investment when the assembly loses critical mass. Otherwise we might as well not have zoning. Having located in the R-2 zone as a place of assembly the owners were on notice that permitted and conditional uses are quite limited. The zone should not be changed simply to broaden the market and/or increase the return for the owners.

Both Tide Mill and River's Edge are successful residential subdivisions located on outer Congress Street on the same block as 1945 Congress. The purpose of the R-2 zone is to direct the placement of additional residential subdivisions in the area. That has occurred. There remains demand for single family detached residential housing in the City. Such development increases the population of the City which is also a goal of the Comprehensive Plan (helps reverse the urban flight). The land is clearly suitable for residential development as it is similar in kind and location to the land that has been recently developed for residential uses. The land should not be removed from the inventory of land available to serve that need simply to maximize the Elks Club's return.

Throughout the City, many places of assembly are conditional uses in residential zones located on major arterials in zones that do not allow for office complexes or other commercial developments. As noted above see outer Washington Ave.,

Allen Ave. and Westbrook Street for recent (last 30 years) examples of development of places of assembly in residential zones. Permitting those conditional uses in otherwise residential zones was not an invitation once the assembly's financial health changes to throw away the limitations on uses in the residential zones. When it purchased the 1945 Congress Street property and located to outer Congress Street, presumably the price the Elks Club paid recognized the then limitation on uses. There is nothing unfair or unwise here in affirming the value of the R-2 zone.

The R-2 zone was created consistent with the Comprehensive Plan. As stated in the overall purpose of the Land Use Ordinance, section 14-46: "This article is made with reasonable consideration, among other things, to the character of each zone and its peculiar suitability for particular uses and with a view to conserving and stabilizing the value of property and encouraging the most appropriate use of land throughout the community."

In light of the above, I respectfully request the Board vote not to recommend to the City Council the proposed parcel only zone change for 1945 Congress Street. It is entirely consistent with the Comprehensive Plan for the property to remain R-2 as it will conserve and stabilize the value of property and encourage the use of the property in the manner consistent with the R-2 zone.

Thanks for reading this letter and your service to the City.

Sincerely

David P. Silk

William S. Linnell & Joyce Gauthier, et al,

1905 Congress Street

Portland, ME 04102-1903

January 16, 2015

Mr. Alex Jaegerman

Director,

Planning and Urban Development Department

City of Portland

389 Congress Street

Portland, ME 04101

RE: Elks Club Property Zone Change Application, 1945 Congress Street

Dear Alex:

In addition to the comments we sent along Wednesday, please distribute and post these comments describing our concerns regarding the proposed zoning change.

First: There have been comments suggesting that instead of changing the zoning to OP, that there may be interest in changing the zoning to R-P. We believe that R-P zoning would be equally inappropriate for this project, as the ordinance states that the purpose of the R-P zone is for ***low-intensity*** business use.

Section 14-146 of the code reads:

"The purposes of the R-P residence-professional zone are:

(a) To provide appropriate location for the development and operation of low-intensity business uses, including professional offices on or near major arterials, that are compatible in scale, density and use with surrounding and adjacent residential neighborhoods; or

(b) To serve as a transition or buffer zone between residential and more intensive nonresidential zones. "

This project, by no stretch of the imagination, can be legitimately called "low-intensity". It actually calls for a high-intensity build out, traffic, and use of the property. Indeed, the submittal calls for 45,310 square feet of building footprint, with 137,201 square feet of office space. Further, nearly every available square inch of remaining land is to be paved, with capacity for some three hundred cars. The city's traffic analysis estimates that during peak hours, traffic volume entering and leaving would be 214 cars *per hour* in the morning, and 204 cars *per hour* in the evening.

In reality, this project simply cannot be deemed low-intensity, and therefore it cannot meet the very definition of the purpose of the R-P zone. To vote in support of a change to R-P would be to declare open season on Portland's zoning laws.

Second: The heavy traffic expected with this project, as mentioned above, would seriously compromise all the efforts, planning, and resources that the city has expended in traffic calming in this very location from Westbrook Street to the Airport. To add this onslaught of traffic to this area of limited additional capacity, would be at cross purposes to all that has been done, and is still planned. In stark contrast, keeping the lot zoned R-2 would have little increase in traffic.

Third: There are three churches in the area which may follow the Elks' lead if these zoning changes are approved. Their membership could either increase or decline, resulting in their desire to sell, and apply for the same zoning changes as the Elks. The Planning Board, and particularly those who live near these churches would be faced with a dramatic change in the character of the neighborhood.

Fourth: As staff has noted in their comments on this project , (see Memorandum dated 1-16, section VII, Comprehensive Plan Analysis) the Comprehensive Plan calls for directing office development to the downtown area.

The Planning staff says, "It should also be noted that there is policy in the comprehensive plan that seeks to focus office development in the downtown core; the "Office Economy" goals from the 1991 Downtown Vision plan include "[s]trengthen[ing] and enhanc[ing] the Downtown as the prominent professional office center of the State and northern New England." In a similar vein, the city's Industry and Commerce Plan from 1994 includes goals related to "preserv[ing], protect[ing], and strengthen[ing] neighborhoods" and "protect[ing]…residential zones."

The proposed plan to increase office development out of the downtown area is in direct contradiction to the Comprehensive Plan. For this reason also, the Planning Board should reject the zone change.

Fifth: I also note that the staff analysis of the Comprehensive Plan mentioned in section VII would benefit from more discussion of the Comprehensive Plan's stated goals to create all kinds of housing. Page 43 of the Comprehensive Plan is devoted to housing goals, yet the staff analysis is practically silent on the issue. I quote at length from page 43 of the comprehensive Plan because it is unequivocally adamant about creating housing:

Page 43 reads, ". . . **Portland has a long history of planning for its housing needs and programs . . .**

I. HOUSING: SUSTAINING PORTLAND'S FUTURE- November 18, 2002

Overall Goal

Portland, as Maine's largest city, will strive to provide a sufficient supply of quality housing commensurate with a manageable level of growth to sustain the city as a healthy urban center in which to live and work, and its position as a growing regional economic and service center.

The existing housing stock will be enhanced and preserved, **and a wide variety of housing will be designed and created** to support Portland's continued economic development, insure the safety of its citizens, and **maintain its vibrant and stable neighborhoods**.

When seeking solutions to Portland's housing needs and issues, the city will strive for innovation and creativity in the areas of urban design, **expenditure of its financial resources** , and **the use and reuse of land** and buildings to ensure that residential development fits within Portland's unique living environment.

Goal

Ensure that an adequate supply of housing is available to meet the needs, preferences, and financial capabilities of all Portland households, now and in the future." (emphasis added)

It is hard to imagine that the Comprehensive Plan could be any clearer or stronger in calling for more housing. This imperative for more housing should be recognized by planning staff and Planning Board members, and applied in consideration of this proposal. The Elks Club proposal is 180 degrees contrary to the Comprehensive Plan.

Sixth: I would like to straighten out a disconnect in the staff report on the January 5th neighborhood meeting. In the Memorandum to the Planning Board dated January 16 , section VIII, "Public Comment," the staff report states that

"Comments at that meeting seemed to include questions about signs, parking requirements, stormwater management and environmental impacts, and lighting. Some neighbors expressed general opposition (Attachment 3). (emphasis added)

Please contrast that assessment of "general opposition" with the developer's report of the meeting:

"Our neighbor, adjacent Congress Street, Bill Linnell, noted he was opposed to the project and thought a housing project would meet the Comprehensive Plan better. We noted we had sent a brief summary of how this project conforms to the Comprehensive Plan to the staff already. He will get a copy of that."

-I, the undersigned Bill Linnell, was the one who expressed opposition, speaking also for Joyce Gauthier, who was present, and Janet Burns, who was not. My opposition was specific in challenging the plan as "grossly inconsistent with the Comprehensive Plan."

I would like those who read about that neighborhood meeting to know that from day one, I expressed, on behalf of myself, a neighbor across the street, and another abutter, an unambiguous challenge to the

proposal with respect to its inconsistency with the Comprehensive Plan, namely that the proposed zone change is grossly inconsistent with the clear, stated, unmistakable policy goal of creating more housing in the future. I compared the Comprehensive Plan's focus on housing to the new Meghan Trainor song "All About that Bass," saying that "the Comprehensive Plan is **all about housing**." I said further that 'When you remove land from R-2 to OP, you are eliminating the possibility for housing. The City's Comprehensive Plan is all about creating new housing—all kinds of housing, including single family. In fact, if you knock down an existing apartment building to be replaced with non-residential uses, the developer has to contribute money for replacement housing. In this instance, the City would be totally eliminating land zoned for housing, and changing it to a zone that does not allow for housing."

In short, the neighborhood meeting included specific, pointed opposition to the proposal as it contradicts the Comprehensive Plan's mandate of creating more housing. I ask that this opposition be recorded in the staff's comments.

Finally: For all the reasons listed above, we continue to respectfully ask the Planning Board to recommend to the City Council that the proposed zoning changes be denied.

Sincerely,

William S. Linnell & Joyce Gauthier 1905 Congress Street

Janet Burns 1904 Congress Street

William S. Linnell, et al,

1905 Congress Street

Portland, ME 04102-1903

January 14, 2015

Ms. Helen Donaldson,

Planning and Urban Development Department

City of Portland

389 Congress Street

Portland, ME 04101

RE: Elks Club Property Zone Change Application, 1945 Congress Street

Dear Ms. Donaldson:

We are abutters to the proposed development. We believe that, to be consistent with the City's stated goals, zoning ordinances, and the Comprehensive Plan, the Planning Board should not recommend to the Council their approval of Northland Enterprise's proposed zoning change from R-2 to OP. Please share this letter with the Planning Board so that they may read it before the workshop on the 20th.

First: Taking this land out of R-2 forever reduces the opportunity for more single-family housing which is a major city goal. This proposal is in total opposition to the Comprehensive Plan, and the purpose of the R-2 zone which is "To provide for low-density residential development in outlying areas of the city and along traffic corridors with limited additional traffic capacity."(Code of Ordinances Sec. 14-76) .

The Comprehensive Plan states that the housing goal is to "Ensure that an adequate supply of housing is available to meet the needs, preferences, and financial capabilities of all Portland households, now and in the future." (page 43. Emphasis added.) To change the zoning would therefore be in direct contradiction to stated policies of providing housing including single family detached residential units, for the future. That goal is to help stop sprawl. Further, there is still an increasing demand for housing in the city; that has not changed, and neither have these policies.

Second: When the Elks bought this land, they knew there were limits to its uses, just as we did when we bought the abutting property. Instead of following the limitations of the zone in which they settled, they are asking the board to change the rules for maximum profit. They could follow the existing rules and develop the land for housing, which we would welcome, just as two fairly recent developments have done nearby, namely, at Rivers' Edge and Tide Mills. That would be consistent with current, established rules and policies. It's nice for developers to increase their profits, but their profits should not dictate public policy, nor circumvent the rules and reasons for zoning.

Third: The developer seems to want to create a brand new zone, where two different, mutually exclusive, zones can exist. The current zone allows for the Elks Club to exist (meeting places). But such meeting places are not allowed in the proposed OP zone. Yet the developer wants to change the zone AND keep the Elks Club there. It seems that this approach is asking too much of the Planning Board. It is certainly a radical notion, which would result in the back-door creation of a bizarre new zone.

Fourth: If approved, the proposal would be zoned OP, but would really just look like they stuck in a couple of office buildings, oversized for the area, and then paved the rest of the lot. A few scattered shrubs and a bike rack by no sense of the imagination meet the OP standards for a "park or campus like setting". This lot is not very big. Adding the needed elements such as open space, preserving natural features, trails, sidewalks, gardens, and setbacks with full buffering is not be possible given the size of the buildings they are trying to cram into this lot. To allow this project to proceed would be to ignore the intent and purpose of the OP zone.

Fifth: Traffic is already heavy on Congress Street. Adding more office buildings instead of single family homes would make traffic much worse, not better. The current zoning properly recognizes that single family homes work better on (repeated from above) "outlying areas of the city and long traffic corridors with limited additional traffic capacity." If there's a better example of an 'outlying traffic corridor with limited additional traffic capacity' than the area around 1945 Congress Street, we'd like to know what it is.

Sixth: No developer should be able to achieve, by Planning Board vote, what the City's ordinances and policies clearly don't allow. To create a bizarre new zone at the expense of the integrity of the zoning process would be a mistake. The developer would enjoy the windfall, and the tax base would admittedly increase from what it is today, but nearby and recent developments attest to the viability of neighborhood housing development on outer Congress Street, without sacrificing the protection of the zoning policies and process. Throwing two multi-story office buildings with an ocean of parking into the neighborhood will only lead to a deterioration of the neighborhood., a neighborhood that has been recently improved by the traffic movement changes and will be enhanced with the proposed cross walk at the end of Garrison Street and a lower speed limit. There is a neighborhood here even if you do not see it when you head out to SOPO to shop. The tax base can be increased without shortchanging the process.

Finally, for the above reasons, we ask that the Planning Board to vote not to recommend the proposed zoning change for 1945 Congress Street to the City Council.

Sincerely,

William S. Linnell & Joyce Gauthier 1905 Congress Street

Janet Burns 1904 Congress Street (diagonally across Congress Street from the site)

1/19/15

Dear Mr. Jaegerman,

I am a resident of the Stroudwater are and have been made aware of the Elks Club's application for a zoning change at their property on outer Congress Street.

If the Elks succeed in their application, the zoning change proposed would have serious implications to the area and Stroudwater residents' way of life. Lack of a car warrants that I travel mostly by bus to and from work at the Jetport Plaza or downtown. In order to commute to work, I must cross Congress Street near the light just above Stroudwater Crossing in the wake of southbound (toward the Mall) traffic at a very busy time of the morning.

Should the Elks achieve their desired result, that traffic will increase substantially, particularly if they erect two professional office buildings (and keep the current Elks Club building) with space for up to 300 cars. If traffic is increased further, I'll never get across the street! I am in my late 50s, but I know some elderly who take the bus and must make that trek across the street. Since they cannot move very fast, they are taking their very lives into their hands.

This zoning change which would allow for two buildings as well as increased traffic (at high speeds, despite posted limits) would raise the risk level for accidents and loss of life. It would also fly in the face of traffic calming plans for the area. You cannot allow the construction of professional office buildings and expect to calm the increased traffic. Outer Congress Street is already a speedway!

I also find it disturbing that an area with lots of green space and lush growth right now, complementing the historic neighborhood it abuts, would be eliminated by further construction. That area is a welcome break to the eyes after one leaves behind dense residential area and approaches a busy commercial area at the other end (the airport, shopping centers, the Mall, etc.). It is relaxing to travel through that area right now and creates a calming effect on its own. New professional buildings will reduce the beauty of nature that exists there now, exacerbating traffic and increasing the number of drivers and therefore the level of tension already present in drivers anxious to get to work and eager to leave at the end of the day.

I understand the Elks Club's request will also violate the city's Comprehensive Plan. What was the point of the Plan if the City does not intend to enforce it? Portland has already come precariously close to doing that with the Midtown project, and were it not for some savvy and watchful citizens, the City just might have gotten away with pushing it past Portland residents.

Please pay attention to your own policies and consider the detrimental effect the Elks Club's proposal will have on the area. Do not allow them the ability to push this through.

Thank you for your attention.

Sincerely,
Lucie Tardif

13 Brewer Street
Portland

Helen Donaldson - Stroudwater Village Association Letter to Planning Board RE: 1945 Congress Street (Elks Club)

From: Stroudwater Village Association Board of Trustees <stroudwatervillageassociation@gmail.com>
To: <hcd@portlandmaine.gov>
Date: 1/20/2015 11:49 AM
Subject: Stroudwater Village Association Letter to Planning Board RE: 1945 Congress Street (Elks Club)
CC: Edward Suslovic <edsuslovic@portlandmaine.gov>, Mike Murray <msm@portlan...

TO: Nell Donaldson, Planner, Planning Division
FROM: Stroudwater Village Association
RE: 1945 Congress Street. (Elks Club) rezoning request from Northland Enterprises
DATE: January 20, 2015

The Stroudwater Village Association requests a tabling of the zoning decision requested by Northland Enterprises for the Elks property at 1945 Congress Street until residents can understand more specifics about the proposed project and the wider implications for the neighborhood.

Specifically, we would like to invite the developers and city staff to present to area residents in person at the SVA's annual pancake breakfast event, to be held on Saturday, February 14th at 8:30-10:00AM at the Stroudwater Baptist Church. We suggest this event as we believe it will provide a good representative turnout from area residents, though another public meeting would also be possible.

Many neighborhood residents have reported to the SVA that they have only been recently made aware of the project, and those who have been made aware of it are very divided in their reactions.

Some residents have viewed the proposal as a general improvement to the existing site usage, even while expressing concerns about the details, building locations, aesthetics and environmental impact of the proposed development. Those residents expect to work with the developers to assuage their concerns before providing support to such a project.
Other residents, in clear opposition to the overall development, have expressed a preference for residential (as opposed to commercial) development on the site, referencing incompatibility with the residential nature of the neighborhood, increased traffic flows, impact on abutting property owners, that the current proposal does not comply with the City's Comprehensive Plan, as well as concern about setting precedent for other similar sites within our neighborhood.

In any case, it's clear that more information is needed in order for residents to assess the impact of this zoning change and project. As such, we request the decision be tabled until further information about the project can be provided.

-Dan Koloski, SVA President
On behalf of the Stroudwater Village Association

From: Joe Heasly <jheasly1@maine.rr.com>
To: <hcd@portlandmaine.gov>
CC: <stroudwatervillageassociation@gmail.com>, <captlinell@yahoo.com>, Carol...
Date: 1/19/2015 9:33 PM
Subject: 1945 Congress St (Elks Club) Proposal comment

Hello Ms Donaldson,

My wife and I live at 1832 Congress St, and have recently become aware of the Elks Club's proposal for their parcel at 1945 Congress St. We'd like to offer our thoughts on the project as we understand it, which is to create an 'office condominium' of three buildings (two new, one a smaller incarnation of the current Elks building) if the current R-2 zoning can be changed to OP.

We prefer that the parcel remain residential. There are two nearby 'assembly' uses on outer Congress St; we don't want a precedent set in this instance that would increase the pressure for non-residential uses bordering Stroudwater Village.

We are concerned about how this project will impact the traffic-calming efforts that the city has underway for this stretch of Congress St. Additional offices on the site will certainly generate a small but steady increase in the number of vehicles traveling to and from the site.

We'd like a chance to hear more from the Elks and their partners in this exercise abut their plans. It may have gotten lost in the holiday shuffle, but I don't recall getting any notice of the neighborhood meeting that was apparently held recently. I understand that the Stroudwater Village Association has a community meeting coming up in February and that they are willing to host a meeting of the Elks, et al, with the community. Is it possible for the board to defer any decisions until that to happen before the board makes its decision?

We will not be able to attend the Board's workshop tomorrow afternoon, would you please convey our thoughts to the Board?

Finally, would you please added us to the 'interested parties' list for this project?

Thank you,
Joe Heasly
Carolyn Heasly
1832 Congress St

From: Joe Heasly <jheasly1@maine.rr.com>
To: <hod@portlandmaine.gov>
CC: <stroudwatervillageassociation@gmail.com>, <captlneli@yahoo.com>, Carol...
Date: 1/19/2015 9:33 PM
Subject: 1645 Congress St (Elks Club) Proposal comment

Hello Ms Donaldson,

My wife and I live at 1832 Congress St, and have recently become aware of the Elks Club's proposal for their parcel at 1645 Congress St. We'd like to offer our thoughts on the project as we understand it, which is to create an 'office condominium' of three buildings (two new, one a smaller incarnation of the current Elks building) if the current R-2 zoning can be changed to CP.

We prefer that the parcel remain residential. There are two nearby 'assembly' uses on outer Congress St; we don't want a precedent set in this instance that would increase the pressure for non-residential uses bordering Stroudwater Village.

We are concerned about how this project will impact the traffic-calming efforts that the city has underway for this stretch of Congress St. Additional offices on the site will certainly generate a small but steady increase in the number of vehicles traveling to and from the site.

We'd like a chance to hear more from the Elks and their partners in this exercise abut their plans. It may have gotten lost in the holiday shuffle, but I don't recall getting any notice of the neighborhood meeting that was apparently held recently. I understand that the Stroudwater Village Association has a community meeting coming up in February and that they are willing to host a meeting of the Elks, et al, with the community. Is it possible for the board to defer any decisions until that to happen before the board makes its decision?

We will not be able to attend the Board's workshop tomorrow afternoon, would you please convey our thoughts to the Board?

Finally, would you please added us to the 'interested parties' list for this project?

Thank you,
Joe Heasly
Carolyn Heasly
1832 Congress St

January 14, 2015

David P. Silk
1187 Westbrook Street
Portland, ME 04102-1928

Ms. Helen Donaldson
Planning and Urban Development Department
City of Portland
389 Congress Street
Portland, ME 04101

RE Elks Club Property Zone Change Application, 1945 Congress Street

Dear Neil:

I live in the Stroudwater neighborhood and I am a member of the Stroudwater Village Association. I write in my own individual capacity to express my view as to why the Planning Board should not recommend to the City Council approval of Northland Enterprises, Inc.'s application to rezone the Elks Club property at 1945 Congress Street from R-2 to OP. Can you please forward this letter to the Board as part of the packet of information the Board is to receive on the applicant's proposal.

As an initial matter, in the applicant's material you were kind enough to send to me, I did not see anywhere the applicant's explanation on how the proposed zone change is consistent with the Comprehensive Plan. Unless and until the applicant attempts to explain how it's parcel specific zone change application is consistent with the Comprehensive Plan, and makes that information timely available to the public prior to any Planning Board meeting, the Board should defer hearing the proposal.

I am not aware of any proposed one parcel only zone change (as opposed to a large area with multiple parcels) that sought to change an existing and to be continued use on the property from legally conforming to legally nonconforming but that is what the applicant seeks here. The applicant represents that with the proposed parcel zone change the Elks Club will continue to be used as a place of

assembly. Application at 4. A place of assembly is a conditional use in the R-2 zone because it is viewed as typically harmonious with residential uses. Places of assembly are not permitted, either by right or as a conditional use, in the OP zone. I cannot think of any zoning justification for a parcel only zone change that has the effect of converting an existing and to be continued use from legally conforming to legally nonconforming. I am not aware of anywhere in the Comprehensive Plan where it is a planning goal of the City through a parcel only zone change to convert a legally conforming use that is to be continued to nonconforming. By definition if the change is approved, the City would be permitting a nonconforming use to continue. But the goal of zoning is to eliminate over time nonconforming uses, not to convert legal uses into to a use prohibited in the proposed zone. It cannot be consistent with the Comprehensive Plan to approve a parcel only zone change that makes an existing lawful use nonconforming.

Continuing on the issue of consistency with the Compressive Plan, the City has a very clear goal of creating more housing, all kinds of housing. As a R-2 zone, permitted uses include single family detached residential housing. The area of the City zoned R-2 is finite and located in the outlying areas (off of outer Auburn Street, outer Washington Ave, outer Allen Ave, outer Westbrook Street and outer Congress Street). Most of these streets are major traffic carrying arterials and have limited additional capacity for traffic.

The purpose of R-2 is to "provide for low-density residential development characterized by single-family home on individual lots in outlying areas of the city and along traffic corridors with limited additional traffic capacity." Looking at the zoning map one can see that much of the R-2 has been built out over the last twenty to thirty years consistent with the standards in the R-2. But some open areas remain including areas along outer Congress Street. I am not aware of any reason why the stated policy of the R-2 zone remains less vibrant today. In contrast to the applicant's proposed multi-story professional office buildings, single family detached residential uses in these areas would cause less of an impact on already overburdened roads.

Conditional uses in the R-2 include places of assembly. In the R-2 over the last 30 years several places of assembly located to the R-2 zone. That can be seen on outer Congress Street (as well as outer Washington Ave., outer Allen Ave. and

outer Westbrook Street). On outer Congress Street there are two places of assembly (churches) located almost across the street from the Elks Club. When these places of assembly located to outer Congress Street they knew of the limited uses in the R-2 zone. Because of the limitation on use, they knew if they ever decide to sell, the market would be quite limited. That limitation on use has served the conditional uses quite well as the uses have been established in a residential zone in a manner consistent with the characteristics of the area. The two churches and the Elks Club are situated with significant open space facing Congress Street with the building to hold the assembly and parking set back quite a distance from Congress Street, all to preserve the open space characteristics of outer Congress Street and to be compatible with the permitted R-2 uses. The proposed zone change will destroy this balance.

A zone change should not be approved simply to accommodate the financial goals of a property owner especially when the owner developed the property aware of the limitations on use. Unlike the Williston West Church, the Elks Club building lacks any unique historical features. It is not a landmark structure and need not be preserved if its location interferes with the development of residential subdivision which means more housing for the City in an area zoned for housing.

Also relative to outer Congress Street, in the last 20 years two significant single family residential subdivisions (Tide Mills and River's Edge) have been built out directly off of Congress Street in very close proximity to the Elks Club as contemplated by the R-2 zone. River's Edge was built as a contract zone (conditional R-3) but is fully consistent with the policy and permitted uses in the R-2. They are both very close to Congress Street and are fully built out as there is a demand for single family detached housing within the City.

The Comprehensive Plan has as a goal of no net loss of housing for all development. That goal is incorporated into the Land Use Code. While there is no existing housing on the Elks Club property, changing the zone from R-2 to OP removes the land from the R-2 capable of being developed for residential housing. Residential uses are prohibited in the OP zone. Rezoning land to eliminate residential uses like removing dwelling units with no replacement of those units is clearly not consistent with the Comprehensive Plan's goal of creating more housing in the City.

While the Board is not acting on any site plan application at this time, the applicant's proposed site plan visual shows that the applicant is proposing two multi-story generic commercial/medical office buildings with lots of parking and nothing close to what meets the OP purposes and standards.

The purpose of the OP is to "provide substantial areas for integrated development of professional offices in a park-or campus-like setting which are of the highest quality, are well maintained and are compatible with their natural surroundings." One is hard pressed to see in the visual any park or campus like setting compatible with the natural surroundings. The 1945 Congress Street lot is not a "substantial area." If Board members are not familiar with an OP zone, they should ride by and through UNUM's campus. That will show that there is little if any parking visible from the street, significant natural features remain between the street and improvements, open space remains and is visible from the public way, trails and sidewalks are available, and the site clearly has a park or campus like feel. Compare UNUM's development to the OP policies and standard and you will see UNUM fits. The applicant's proposal absolutely does not.

In reality, the applicant's proposal is a run of the mill multi-story professional office structure that pretty much consumes most of the site. It is clearly not a campus. It clearly does not create a park like setting. Unlike the UNUM campus, and the places of assembly along outer Congress Street and near the site, one of the two proposed multi-story office buildings fronts immediately on Congress Street. It is not set back from Congress Street with an open space and natural vegetation buffer between the development and the street. It is not compatible with the natural surroundings and with the existing development pattern created by the nearby homes and places of assembly.

The OP standards call for a Master Plan of the office park that shall include a design relationship to the site to show integration of open space and the natural features. That integration "shall be achieved by incorporation of outdoor amenities for the benefit of users of the site, such as jogging and walking trails, gardens and benches." None of that can be included on the proposed site given the proposed building envelopes and parking. One cannot shoehorn the features of an OP zone into this site and legitimately call what is proposed within the realm of what the OP zone envisions.

On the visual there are no internal sidewalks that take advantage of the "topography and natural features of the site." There is a mass of parking being proposed right next to what will still be a R-2 zone with little preserved of the natural features. Because of the lack of a campus setting and retention of natural features, the proposed multi-story buildings will loom large over the abutting residential dwelling units. I see no buffer and screening of the type called for by the OP standards which shall be of a "dense and continuous nature and shall incorporate trees, shrubs, fencing, berms and related elements." I do not see any preservation of natural features which includes existing vegetation. It appears it will be mostly paved over. To call this site suitable for OP designation based on the proposed plan is not possible.

In sum, it appears to me the only reason for the zone change is to accommodate the applicant and to maximize the financial return to the Elks Club. The proposed zone change permits broader uses, professional offices, which makes the land more valuable. But the standard to judge the merits of a zone change is not whether the owner, a place of assembly that is often a non-profit and not subject to property tax, should be able to maximize the return on its investment when the assembly loses critical mass. Otherwise we might as well not have zoning. Having located in the R-2 zone as a place of assembly the owners were on notice that permitted and conditional uses are quite limited. The zone should not be changed simply to broaden the market and/or increase the return for the owners.

Both Tide Mill and River's Edge are successful residential subdivisions located on outer Congress Street on the same block as 1945 Congress. The purpose of the R-2 zone is to direct the placement of additional residential subdivisions in the area. That has occurred. There remains demand for single family detached residential housing in the City. Such development increases the population of the City which is also a goal of the Comprehensive Plan (helps reverse the urban flight). The land is clearly suitable for residential development as it is similar in kind and location to the land that has been recently developed for residential uses. The land should not be removed from the inventory of land available to serve that need simply to maximize the Elks Club's return.

Throughout the City, many places of assembly are conditional uses in residential zones located on major arterials in zones that do not allow for office complexes or other commercial developments. As noted above see outer Washington Ave.,

Allen Ave. and Westbrook Street for recent (last 30 years) examples of development of places of assembly in residential zones. Permitting those conditional uses in otherwise residential zones was not an invitation once the assembly's financial health changes to throw away the limitations on uses in the residential zones. When it purchased the 1945 Congress Street property and located to outer Congress Street, presumably the price the Elks Club paid recognized the then limitation on uses. There is nothing unfair or unwise here in affirming the value of the R-2 zone.

The R-2 zone was created consistent with the Comprehensive Plan. As stated in the overall purpose of the Land Use Ordinance, section 14-46: "This article is made with reasonable consideration, among other things, to the character of each zone and its peculiar suitability for particular uses and with a view to conserving and stabilizing the value of property and encouraging the most appropriate use of land throughout the community."

In light of the above, I respectfully request the Board vote not to recommend to the City Council the proposed parcel only zone change for 1945 Congress Street. It is entirely consistent with the Comprehensive Plan for the property to remain R-2 as it will conserve and stabilize the value of property and encourage the use of the property in the manner consistent with the R-2 zone.

Thanks for reading this letter and your service to the City.

Sincerely

David P. Silk

William S. Linnell & Joyce Gauthier, et al,

1905 Congress Street

Portland, ME 04102-1903

January 16, 2015

Mr. Alex Jaegerman

Director,

Planning and Urban Development Department

City of Portland

389 Congress Street

Portland, ME 04101

RE: Elks Club Property Zone Change Application, 1945 Congress Street

Dear Alex:

In addition to the comments we sent along Wednesday, please distribute and post these comments describing our concerns regarding the proposed zoning change.

First: There have been comments suggesting that instead of changing the zoning to OP, that there may be interest in changing the zoning to R-P. We believe that R-P zoning would be equally inappropriate for this project, as the ordinance states that the purpose of the R-P zone is for ***low-intensity*** business use.

Section 14-146 of the code reads:

"The purposes of the R-P residence-professional zone are:

(a) To provide appropriate location for the development and operation of low-intensity business uses, including professional offices on or near major arterials, that are compatible in scale, density and use with surrounding and adjacent residential neighborhoods; or

(b) To serve as a transition or buffer zone between residential and more intensive nonresidential zones. "

This project, by no stretch of the imagination, can be legitimately called "low-intensity". It actually calls for a high-intensity build out, traffic, and use of the property. Indeed, the submittal calls for 45,310 square feet of building footprint, with 137,201 square feet of office space. Further, nearly every available square inch of remaining land is to be paved, with capacity for some three hundred cars. The city's traffic analysis estimates that during peak hours, traffic volume entering and leaving would be 214 cars *per hour* in the morning, and 204 cars *per hour* in the evening.

In reality, this project simply cannot be deemed low-intensity, and therefore it cannot meet the very definition of the purpose of the R-P zone. To vote in support of a change to R-P would be to declare open season on Portland's zoning laws.

Second: The heavy traffic expected with this project, as mentioned above, would seriously compromise all the efforts, planning, and resources that the city has expended in traffic calming in this very location from Westbrook Street to the Airport. To add this onslaught of traffic to this area of limited additional capacity, would be at cross purposes to all that has been done, and is still planned. In stark contrast, keeping the lot zoned R-2 would have little increase in traffic.

Third: There are three churches in the area which may follow the Elks' lead if these zoning changes are approved. Their membership could either increase or decline, resulting in their desire to sell, and apply for the same zoning changes as the Elks. The Planning Board, and particularly those who live near these churches would be faced with a dramatic change in the character of the neighborhood.

Fourth: As staff has noted in their comments on this project , (see Memorandum dated 1-16, section VII, Comprehensive Plan Analysis) the Comprehensive Plan calls for directing office development to the downtown area.

The Planning staff says, "It should also be noted that there is policy in the comprehensive plan that seeks to focus office development in the downtown core; the "Office Economy" goals from the 1991 Downtown Vision plan include "[s]trengthen[ing] and enhanc[ing] the Downtown as the prominent professional office center of the State and northern New England." In a similar vein, the city's Industry and Commerce Plan from 1994 includes goals related to "preserv[ing], protect[ing], and strengthen[ing] neighborhoods" and "protect[ing]…residential zones."

The proposed plan to increase office development out of the downtown area is in direct contradiction to the Comprehensive Plan. For this reason also, the Planning Board should reject the zone change.

Fifth: I also note that the staff analysis of the Comprehensive Plan mentioned in section VII would benefit from more discussion of the Comprehensive Plan's stated goals to create all kinds of housing. Page 43 of the Comprehensive Plan is devoted to housing goals, yet the staff analysis is practically silent on the issue. I quote at length from page 43 of the comprehensive Plan because it is unequivocally adamant about creating housing:

Page 43 reads, ". . . **Portland has a long history of planning for its housing needs and programs . . .**

I. HOUSING: SUSTAINING PORTLAND'S FUTURE- November 18, 2002

Overall Goal

Portland, as Maine's largest city, will strive to provide a sufficient supply of quality housing commensurate with a manageable level of growth to sustain the city as a healthy urban center in which to live and work, and its position as a growing regional economic and service center.

The existing housing stock will be enhanced and preserved, **and a wide variety of housing will be designed and created** to support Portland's continued economic development, insure the safety of its citizens, and **maintain its vibrant and stable neighborhoods**.

When seeking solutions to Portland's housing needs and issues, the city will strive for innovation and creativity in the areas of urban design, **expenditure of its financial resources** , and **the use and reuse of land** and buildings to ensure that residential development fits within Portland's unique living environment.

Goal

Ensure that an adequate supply of housing is available to meet the needs, preferences, and financial capabilities of all Portland households, now and in the future." (emphasis added)

It is hard to imagine that the Comprehensive Plan could be any clearer or stronger in calling for more housing. This imperative for more housing should be recognized by planning staff and Planning Board members, and applied in consideration of this proposal. The Elks Club proposal is 180 degrees contrary to the Comprehensive Plan.

Sixth: I would like to straighten out a disconnect in the staff report on the January 5th neighborhood meeting. In the Memorandum to the Planning Board dated January 16 , section VIII, "Public Comment," the staff report states that

"Comments at that meeting seemed to include questions about signs, parking requirements, stormwater management and environmental impacts, and lighting. Some neighbors expressed general opposition (Attachment 3). (emphasis added)

Please contrast that assessment of "general opposition" with the developer's report of the meeting:

"Our neighbor, adjacent Congress Street, Bill Linnell, noted he was opposed to the project and thought a housing project would meet the Comprehensive Plan better. We noted we had sent a brief summary of how this project conforms to the Comprehensive Plan to the staff already. He will get a copy of that."

-I, the undersigned Bill Linnell, was the one who expressed opposition, speaking also for Joyce Gauthier, who was present, and Janet Burns, who was not. My opposition was specific in challenging the plan as "grossly inconsistent with the Comprehensive Plan."

I would like those who read about that neighborhood meeting to know that from day one, I expressed, on behalf of myself, a neighbor across the street, and another abutter, an unambiguous challenge to the

proposal with respect to its inconsistency with the Comprehensive Plan, namely that the proposed zone change is grossly inconsistent with the clear, stated, unmistakable policy goal of creating more housing in the future. I compared the Comprehensive Plan's focus on housing to the new Meghan Trainor song "All About that Bass," saying that "the Comprehensive Plan is **all about housing**." I said further that 'When you remove land from R-2 to OP, you are eliminating the possibility for housing. The City's Comprehensive Plan is all about creating new housing—all kinds of housing, including single family. In fact, if you knock down an existing apartment building to be replaced with non-residential uses, the developer has to contribute money for replacement housing. In this instance, the City would be totally eliminating land zoned for housing, and changing it to a zone that does not allow for housing."

In short, the neighborhood meeting included specific, pointed opposition to the proposal as it contradicts the Comprehensive Plan's mandate of creating more housing. I ask that this opposition be recorded in the staff's comments.

Finally: For all the reasons listed above, we continue to respectfully ask the Planning Board to recommend to the City Council that the proposed zoning changes be denied.

Sincerely,

William S. Linnell & Joyce Gauthier 1905 Congress Street

Janet Burns 1904 Congress Street

William S. Linnell, et al,

1905 Congress Street

Portland, ME 04102-1903

January 14, 2015

Ms. Helen Donaldson,

Planning and Urban Development Department

City of Portland

389 Congress Street

Portland, ME 04101

RE: Elks Club Property Zone Change Application, 1945 Congress Street

Dear Ms. Donaldson:

We are abutters to the proposed development. We believe that, to be consistent with the City's stated goals, zoning ordinances, and the Comprehensive Plan, the Planning Board should not recommend to the Council their approval of Northland Enterprise's proposed zoning change from R-2 to OP. Please share this letter with the Planning Board so that they may read it before the workshop on the 20th.

First: Taking this land out of R-2 forever reduces the opportunity for more single-family housing which is a major city goal. This proposal is in total opposition to the Comprehensive Plan, and the purpose of the R-2 zone which is "To provide for low-density residential development in outlying areas of the city and along traffic corridors with limited additional traffic capacity."(Code of Ordinances Sec. 14-76) .

The Comprehensive Plan states that the housing goal is to "Ensure that an adequate supply of housing is available to meet the needs, preferences, and financial capabilities of all Portland households, now and in the future." (page 43. Emphasis added.) To change the zoning would therefore be in direct contradiction to stated policies of providing housing including single family detached residential units, for the future. That goal is to help stop sprawl. Further, there is still an increasing demand for housing in the city; that has not changed, and neither have these policies.

Second: When the Elks bought this land, they knew there were limits to its uses, just as we did when we bought the abutting property. Instead of following the limitations of the zone in which they settled, they are asking the board to change the rules for maximum profit. They could follow the existing rules and develop the land for housing, which we would welcome, just as two fairly recent developments have done nearby, namely, at Rivers' Edge and Tide Mills. That would be consistent with current, established rules and policies. It's nice for developers to increase their profits, but their profits should not dictate public policy, nor circumvent the rules and reasons for zoning.

Third: The developer seems to want to create a brand new zone, where two different, mutually exclusive, zones can exist. The current zone allows for the Elks Club to exist (meeting places). But such meeting places are not allowed in the proposed OP zone. Yet the developer wants to change the zone AND keep the Elks Club there. It seems that this approach is asking too much of the Planning Board. It is certainly a radical notion, which would result in the back-door creation of a bizarre new zone.

Fourth: If approved, the proposal would be zoned OP, but would really just look like they stuck in a couple of office buildings, oversized for the area, and then paved the rest of the lot. A few scattered shrubs and a bike rack by no sense of the imagination meet the OP standards for a "park or campus like setting". This lot is not very big. Adding the needed elements such as open space, preserving natural features, trails, sidewalks, gardens, and setbacks with full buffering is not be possible given the size of the buildings they are trying to cram into this lot. To allow this project to proceed would be to ignore the intent and purpose of the OP zone.

Fifth: Traffic is already heavy on Congress Street. Adding more office buildings instead of single family homes would make traffic much worse, not better. The current zoning properly recognizes that single family homes work better on (repeated from above) "outlying areas of the city and long traffic corridors with limited additional traffic capacity." If there's a better example of an 'outlying traffic corridor with limited additional traffic capacity' than the area around 1945 Congress Street, we'd like to know what it is.

Sixth: No developer should be able to achieve, by Planning Board vote, what the City's ordinances and policies clearly don't allow. To create a bizarre new zone at the expense of the integrity of the zoning process would be a mistake. The developer would enjoy the windfall, and the tax base would admittedly increase from what it is today, but nearby and recent developments attest to the viability of neighborhood housing development on outer Congress Street, without sacrificing the protection of the zoning policies and process. Throwing two multi-story office buildings with an ocean of parking into the neighborhood will only lead to a deterioration of the neighborhood., a neighborhood that has been recently improved by the traffic movement changes and will be enhanced with the proposed cross walk at the end of Garrison Street and a lower speed limit. There is a neighborhood here even if you do not see it when you head out to SOPO to shop. The tax base can be increased without shortchanging the process.

Finally, for the above reasons, we ask that the Planning Board to vote not to recommend the proposed zoning change for 1945 Congress Street to the City Council.

Sincerely,

William S. Linnell & Joyce Gauthier 1905 Congress Street

Janet Burns 1904 Congress Street (diagonally across Congress Street from the site)

1/19/15

Dear Mr. Jaegerman,

I am a resident of the Stroudwater are and have been made aware of the Elks Club's application for a zoning change at their property on outer Congress Street.

If the Elks succeed in their application, the zoning change proposed would have serious implications to the area and Stroudwater residents' way of life. Lack of a car warrants that I travel mostly by bus to and from work at the Jetport Plaza or downtown. In order to commute to work, I must cross Congress Street near the light just above Stroudwater Crossing in the wake of southbound (toward the Mall) traffic at a very busy time of the morning.

Should the Elks achieve their desired result, that traffic will increase substantially, particularly if they erect two professional office buildings (and keep the current Elks Club building) with space for up to 300 cars. If traffic is increased further, I'll never get across the street! I am in my late 50s, but I know some elderly who take the bus and must make that trek across the street. Since they cannot move very fast, they are taking their very lives into their hands.

This zoning change which would allow for two buildings as well as increased traffic (at high speeds, despite posted limits) would raise the risk level for accidents and loss of life. It would also fly in the face of traffic calming plans for the area. You cannot allow the construction of professional office buildings and expect to calm the increased traffic. Outer Congress Street is already a speedway!

I also find it disturbing that an area with lots of green space and lush growth right now, complementing the historic neighborhood it abuts, would be eliminated by further construction. That area is a welcome break to the eyes after one leaves behind dense residential area and approaches a busy commercial area at the other end (the airport, shopping centers, the Mall, etc.). It is relaxing to travel through that area right now and creates a calming effect on its own. New professional buildings will reduce the beauty of nature that exists there now, exacerbating traffic and increasing the number of drivers and therefore the level of tension already present in drivers anxious to get to work and eager to leave at the end of the day.

I understand the Elks Club's request will also violate the city's Comprehensive Plan. What was the point of the Plan if the City does not intend to enforce it? Portland has already come precariously close to doing that with the Midtown project, and were it not for some savvy and watchful citizens, the City just might have gotten away with pushing it past Portland residents.

Please pay attention to your own policies and consider the detrimental effect the Elks Club's proposal will have on the area. Do not allow them the ability to push this through.

Thank you for your attention.

Sincerely,
Lucie Tardif

13 Brewer Street
Portland

Helen Donaldson - Stroudwater Village Association Letter to Planning Board RE: 1945 Congress Street (Elks Club)

From: Stroudwater Village Association Board of Trustees <stroudwatervillageassociation@gmail.com>
To: <hcd@portlandmaine.gov>
Date: 1/20/2015 11:49 AM
Subject: Stroudwater Village Association Letter to Planning Board RE: 1945 Congress Street (Elks Club)
CC: Edward Suslovic <edsuslovic@portlandmaine.gov>, Mike Murray <msm@portlan...

TO: Nell Donaldson, Planner, Planning Division
FROM: Stroudwater Village Association
RE: 1945 Congress Street. (Elks Club) rezoning request from Northland Enterprises
DATE: January 20, 2015

The Stroudwater Village Association requests a tabling of the zoning decision requested by Northland Enterprises for the Elks property at 1945 Congress Street until residents can understand more specifics about the proposed project and the wider implications for the neighborhood.

Specifically, we would like to invite the developers and city staff to present to area residents in person at the SVA's annual pancake breakfast event, to be held on Saturday, February 14th at 8:30-10:00AM at the Stroudwater Baptist Church. We suggest this event as we believe it will provide a good representative turnout from area residents, though another public meeting would also be possible.

Many neighborhood residents have reported to the SVA that they have only been recently made aware of the project, and those who have been made aware of it are very divided in their reactions.

Some residents have viewed the proposal as a general improvement to the existing site usage, even while expressing concerns about the details, building locations, aesthetics and environmental impact of the proposed development. Those residents expect to work with the developers to assuage their concerns before providing support to such a project.
Other residents, in clear opposition to the overall development, have expressed a preference for residential (as opposed to commercial) development on the site, referencing incompatibility with the residential nature of the neighborhood, increased traffic flows, impact on abutting property owners, that the current proposal does not comply with the City's Comprehensive Plan, as well as concern about setting precedent for other similar sites within our neighborhood.

In any case, it's clear that more information is needed in order for residents to assess the impact of this zoning change and project. As such, we request the decision be tabled until further information about the project can be provided.

-Dan Koloski, SVA President
On behalf of the Stroudwater Village Association

From: Joe Heasly <jheasly1@maine.rr.com>
To: <hcd@portlandmaine.gov>
CC: <stroudwatervillageassociation@gmail.com>, <captlinell@yahoo.com>, Carol...
Date: 1/19/2015 9:33 PM
Subject: 1945 Congress St (Elks Club) Proposal comment

Hello Ms Donaldson,

My wife and I live at 1832 Congress St, and have recently become aware of the Elks Club's proposal for their parcel at 1945 Congress St. We'd like to offer our thoughts on the project as we understand it, which is to create an 'office condominium' of three buildings (two new, one a smaller incarnation of the current Elks building) if the current R-2 zoning can be changed to OP.

We prefer that the parcel remain residential. There are two nearby 'assembly' uses on outer Congress St; we don't want a precedent set in this instance that would increase the pressure for non-residential uses bordering Stroudwater Village.

We are concerned about how this project will impact the traffic-calming efforts that the city has underway for this stretch of Congress St. Additional offices on the site will certainly generate a small but steady increase in the number of vehicles traveling to and from the site.

We'd like a chance to hear more from the Elks and their partners in this exercise abut their plans. It may have gotten lost in the holiday shuffle, but I don't recall getting any notice of the neighborhood meeting that was apparently held recently. I understand that the Stroudwater Village Association has a community meeting coming up in February and that they are willing to host a meeting of the Elks, et al, with the community. Is it possible for the board to defer any decisions until that to happen before the board makes its decision?

We will not be able to attend the Board's workshop tomorrow afternoon, would you please convey our thoughts to the Board?

Finally, would you please added us to the 'interested parties' list for this project?

Thank you,
Joe Heasly
Carolyn Heasly
1832 Congress St

From: Joe Heasly <jheasly1@maine.rr.com>
To: <hod@portlandmaine.gov>
CC: <stroudwatervillageassociation@gmail.com>, <captlneli@yahoo.com>, Carol...
Date: 1/19/2015 9:33 PM
Subject: 1645 Congress St (Elks Club) Proposal comment

Hello Ms Donaldson,

My wife and I live at 1832 Congress St, and have recently become aware of the Elks Club's proposal for their parcel at 1645 Congress St. We'd like to offer our thoughts on the project as we understand it, which is to create an 'office condominium' of three buildings (two new, one a smaller incarnation of the current Elks building) if the current R-2 zoning can be changed to CP.

We prefer that the parcel remain residential. There are two nearby 'assembly' uses on outer Congress St; we don't want a precedent set in this instance that would increase the pressure for non-residential uses bordering Stroudwater Village.

We are concerned about how this project will impact the traffic-calming efforts that the city has underway for this stretch of Congress St. Additional offices on the site will certainly generate a small but steady increase in the number of vehicles traveling to and from the site.

We'd like a chance to hear more from the Elks and their partners in this exercise abut their plans. It may have gotten lost in the holiday shuffle, but I don't recall getting any notice of the neighborhood meeting that was apparently held recently. I understand that the Stroudwater Village Association has a community meeting coming up in February and that they are willing to host a meeting of the Elks, et al, with the community. Is it possible for the board to defer any decisions until that to happen before the board makes its decision?

We will not be able to attend the Board's workshop tomorrow afternoon, would you please convey our thoughts to the Board?

Finally, would you please added us to the 'interested parties' list for this project?

Thank you,
Joe Heasly
Carolyn Heasly
1832 Congress St

Table 3: Comparison of Permitted and Conditional Uses

	: Permitted Use	R-2	B-1/B-1b	B-2/B-2b/B-2c	O-P	R-P
	: Conditional Use					
Residential	Alteration or construction of single-family detached dwelling to accommodate accessory dwelling unit	4				
	Alteration of existing structure to accommodate 1+ dwelling units					
	Alteration of existing structure to accommodate 3+ dwelling units					
	Any residential use permitted in the abutting (or nearest) residential zone		8, 10			
	Attached single-family and two-family dwellings					
	Single-family detached dwellings					
	Two-family dwellings					
	Multi-family dwellings		8, 9, 10			
	Handicapped family units					
	Sheltered care group home	3				
	Special needs independent living units					
	Single-family single- or multiple-component manufactured housing	1				
	Combined living/working spaces		8, 10			
	Lodging houses (or conversion into)		8			
	PRUDs					
	Multiplex development					
Institutional	Elementary, middle, and secondary schools	5	8			
	Chancellery					
	Clinics		8, 4			
	College, university or trade schools	5				
	Day care facilities or home babysitting services	4	8		11	
	Governmental buildings and uses					
	Hospital					
	Intermediate care facilities for 13+ people	5				
	Long-term and extended care facilities	5				
	Municipal uses	2	8, 4			
	Nursery schools and kindergartens		8			
	Places of assembly	5	8, 4			
	Schools					
	Veterinary hospitals					
	Automobile dealerships			4		
	Banking services					
	Bed and breakfasts (or conversion into)		8, 10	4		
	Beverage dealers		8, 4			
	Billiard parlors					
	Business services		8, 4			
	Car washes			4		
	Conversion into bed and breakfast					
	Craft and specialty shops					
	Drinking establishments			4		
	Drive-throughs when accessory to a principal use on the same lot			B-2 only[4]		
	Exhibition halls					
	General offices		8, 4			
	Health clubs and gymnasiums					
	Home occupation	4				
	Hostels		8, 4, 10	4		
	Hotels			4		
	Laundry and dry cleaning services					
	Lumber and building materials dealers					
	Major and minor gasoline service stations			4		
	Meeting and convention halls					
	Miscellaneous repair services			4		
	Mortuaries or funeral homes					
	Motel					
	Museums and art galleries					
	Offices of building tradespeople		8, 4			
	Offices other than professional offices					
	Off-street parking lots and garages					
	Personal services		8, 4			
	Professional offices[12]		8, 4		11	
	Registered medical marijuana dispensaries					

Table 3: Comparison of Permitted and Conditional Uses

	: Permitted Use	R-2	B-1/B-1b	B-2/B-2b/B-2c	O-P	R-P
	: Conditional Use					
Business	Restaurants		8, 4	4		
	Retail establishments		8, 4			
	Theaters					
Industrial	Breweries, including associated bottling activities					
	Building contractors and construction and engineering services					
	Cabinet and carpentry shops					
	Cold storage facilities					
	Commercial kitchens or other food preparation					
	Communication studios or broadcast and receiving facilities					
	Correctional pre-release faciliites					
	Dairies and bakeries			4		
	Food processing					
	High-technology manufacturing					
	Intermodal transportation facilities					
	Low impact industrial uses					
	Lumber yards					
	Nurseries					
	Printing and publishing establishments			4	11	
	Recycling & solid waste disposal facilities					
	Research and development and back office uses			4	11	
	Studios for artists and craftspeople		8, 4	4		
	Temporary wind anemometer towers	4	4	4		
	Tow lots					
	Utility substations		8			
	Warehousing and wholesaling			4		
	Wind energy systems	6	6	6	11	
Marine	Boat repair yards					
	Boat storage facilities					
	Harbor and marine supplies and services and ship supply					
	Marine products wholesaling and retailing					
	Marine repair services and machine shops					
	Marine museums and aquariums					
	Seafood processing for human consumption					
	Seafood packing and packaging					
	Seafood distribution					
	Shipbuilding and facilities for construction, maintenance and repair of vessels					
Other	Accessory uses	4	8		11	
	Any conditional uses permitted in abutting residential zones					
	Agriculture					
	Parking and storage of agricultural equipment used on premises					
	Cemeteries					
	Parks					
	Raising of domestic animals for noncommercial purposes					
	Neighborhood center		8			

1 See applicable performance standards in code

2 Excluding those explicitly noted in the code.

3 For up to 12 individuals. See code for additional regulations

4 Subject to certain conditions. See code.

5 Subject to conditions of 14-474 as well as others under zoning designation.

6 Permitted or conditional depending on size. See code.

7 Permitted uses in the R-7 Compact Urban Residential Overlay Zone, shall be the uses permitted in the R-6 Zone, except that different dimensional requirements shall apply.

8 Permitted in the B-1 and on the ground floor of buildings in the B-1b

9 In any structure with commercial use on the first floor, multifamily dwellings are permitted above the first floor

10 Permitted in the B-1 and above the ground floor of buildings in the B-1b

11 Permitted in an office park with a minimum gross area of at least 3 acres of land, consisting of either an Office Park PUD on one lot or a subdivision.

12 Professional offices are defined in Section 14-47 as “the office of a doctor, dentist, optometrist, psychologist, accountant, lawyer, architect, engineer, or simil

Table 2: Comparison of Dimensional Requirements

	R-2	B-1/B-1b[12]	B-2/B-2b/B-2c	O-P	R-P[26]
Min. Lot Size	Residential: 10,000 SF Long-term, extended, intermediate care: 3 School: 2 ac. Municipal: 10,000 SF College, univ.: 2 ac. Other: 10,000 SF *For all, see note* [16]	School: 20,000 SF Place of Assembly: 10,000 SF Other Non-Res Uses: None Residential: None	None	1.5 ac.	6,000 SF
Min. Lot Area per D.U.	10,000 SF	On-peninsula: 435 SF Off-peninsula: min. lot area of nearest residential zone, except 1,000 SF for multi-family dwellings above first floor	On-peninsula: 435 SF Off-peninsula: 1,500 SF, or 435 SF if active street frontage		
Min. Street Frontage	50 ft.	20 ft.	20 ft.	100 ft.	60 ft.
Min. Lot Width	80 ft.	None	None	150 ft.	60 ft.
Min. Front Yard	25 ft. (principal or accessory)	None	None	50 ft.[25]	20 ft., except that front yard need not exceed avg. depth of adjacent yards[27]
Max. Front yard		10 ft., or the maximum front yard setback shall not exceed the average depth of nearest developed lots if that average depth is less than 10 ft.	No more than 10 feet, except that the Planning Board or Planning Authority may approve a different amount for irregularly shaped lots or lots with frontage less than 40 feet provided this standard is met to the maximum extent practicable [15]		
Min. Rear Yard	Principal or accessory >100 SF: 25 ft. Accessory detached <144 SF: 5 ft.	Principal: None, except 10 ft. if abutting a residential zone. Accessory: None, except 5 ft. if abutting a residential zone	Principal: 10 ft. Accessory: 5 ft.	50 ft.[25]	Principal: 20 ft. Accessory detached: 7 ft.
Min. Side Yard	Principal or accessory >100 SF: 1-1 1/2 stories: 12 ft.[30] 2 stories: 14 ft.[30] 2 1/2 stories: 16 ft.[30] Accessory detached <144 SF: 5 ft. Side yard on side street: 20 ft.	Principal: None, except 5 ft. if abutting residential zone. Accessory: None, except 5 ft. if abutting a residential zone Side yard on side street: 10 ft. max (only applies to one side street in cases with more than one)	Principal: None Accessory: 5 ft. Side yard on side street: None	25 ft., except 40 ft. where side yard abuts residential zone or use[25]	Principal: 1 story: 10 ft. 2 stories: 12 ft. 3+ stories: 14 ft.[28] Accessory detached: 7 ft. Side yard on side street: 1-2 stories: 15 ft. 3+ stories: 18 ft.
Stepbacks		Portions of a structure above 35 ft shall be no closer than 10 ft from the side property line and no closer than 15 feet from the rear property line when such property line abuts a residential zone.	Portions of a structure above 35 ft shall be no closer than 5 ft from the side property line and no closer than 15 feet from the rear property line when such property line abuts a residential zone.		
Max. Structure Height	Principal or attached accessory: 35 ft. Accessory detached: 18 ft.	Off- peninsula: 35 ft., except where abutting R-6, where max. height shall be the max. height of R-6[13] On-peninsula: 45 ft. except 50 ft. along Congress Street if commercial first floor & residential upper floors.	45 feet except as provided for below: a. 50 feet if first floor is partially or wholly occupied by a commercial use. b. 65 feet in B-2 and B-2c zones on lots >5 acres provided that all setbacks, except for front yard setbacks and side yard on side street setbacks, increase by 1 foot for each foot of height over 45 feet. c. 65 feet within 65 feet of Franklin St.	55 ft., except that on lots or within office-park subdivisions which are > 50 ac., 75 ft. is permitted, including roof appurtenances, if each minimum yard dimension is increased by 1 ft. for each 1 ft. of height above 55 ft.	45 ft., except where the lot abuts an R-6 residential zone, the maximum permitted height shall be the maximum permitted height of the R-6 zone. If there is a difference in height between abutting R-6 zones, the least restrictive height limitation shall apply.
Max. Floor Area	See note[7]	Total maximum first floor area for non-residential uses per structure: 10,000 SF[14] Total maximum floor area per retail establishment: 5,000 SF	None		
Max. Floor Area Ratio					See abutting residential zone. If none, see nearest residential zone.[31]
Max. Lot Coverage	20%		None		
Open Space Ratio			None		
Max. Impervious Surface		90%	Residential: None Other uses in B-2 and B-2c: 80% Other uses in B-2b: 90%	60%	See abutting residential zone. If none, see nearest residential zone.[29]

[1] except for front yard setbacks and side yard on side street setbacks, increase by 1 foot for each foot of height over 45 feet.

[2] See definition in 14-188

[3] except as provided for lots of record is section 14-433 (lots of record and accessory structure setbacks for existing buildings) of this article. A lot in an unsewered residential district shall meet the provisions of the state Minimum

[4] Other restrictions apply for lodging houses, intermediate care facilities

[5] The width of one (1) side yard may be reduced one (1) foot for every foot that the other side yard is correspondingly increased, but no side yard shall be less than ten (10) feet. In the case of a lot of record existing as of June 5, 1

[6] Other restrictions apply for bed and breakfasts

[7] Minimum/maximum gross floor area requirements exist for particular uses, which may include places of assembly; beds and breakfasts; and colleges, universities, or trade schools. See code.

[8] Other dimensional standards apply for small residential lot development

[9] These amendments will be brought to the Planning Board in the fall of 2014 for review, and are still subject to change.

[10] for uses other than utility substations (B-4)

[11] The front yard of a lot existing as of May 23, 1988 and less than 100 ft. deep need not be3 deeper than 20% the depth of the lot

[12] The commercial first floor uses shall utilize at least 75 percent of the first floor frontage along Congress Street and shall have an average depth of at least 20 feet.; residential uses off-peninsula under section 14-162(a) shall meet

[13] Except when B-1 properties abut an R-6A zone, the maximum height shall be 45 ft.

[14] Structures which existed prior to date of enactment of the B-1/B-1b zones are exempt.

[15] Building additions do not hve to meet this section; If a lot has less than 40 ft. of frontage and is more than 100 ft. deep, then no max. setback is required. If existing structures are within 20 ft. of the street or meet the front yard

16 Provided that for uses specified, no minimum lot area shall be required in the following cases:a. Uses existing as of June 1, 1983;b. Expansion onto land abutting the lot on which the principal use is located;c. Expansion onto land other than the lot on

17 except that lots located in a subdivision approved after the effective date of Ord. No. 165-97 pursuant to section 14-497.5 shall meet the street frontage requirements approved as part of the subdivision plan under the terms of that section.

18 A front yard need not exceed the average depth of front yards on either side of the lot. A lot of record existing as of June 5, 1957, and less than one hundred (100) feet deep need not be deeper than twenty (20%) percent of the depth of the lot.

19 The width of one (1) side yard may be reduced one (1) foot for every foot that the other side yard is correspondingly increased, but no side yard shall be less than eight (8) feet in width. In the case of a lot of record existing as of June 5, 1957, and hel

20 See other dimensional requirements relating specifically to PRUDs

21 See other dimensional requirements for small residential lot development, which can be applied if a lot is vacant, used exclusively for parking, contains structures not used for residential purposes, or or created from a single lot division of a develope

22 Maximum length of undifferentiated blank wall along a public street or publicly accessible pedestrian way: 15 ft. in PAD overlay zone; 30 ft. in all other areas

23 FARs for residential zones as follows: R-1/R-2: .45; R-3: .55; R-4/R-5/R-5A/R-6: .65

24 For parcels in B-5b on West Commercial south of Danforth and parcels on Thompson's Point, see code.

25 The Planning Board can reduce by up to fifty (50) percent the minimum yard setback if another yard within the lot is correspondingly increased so that the combined minimum setbacks on all four (4) sides equal one hundred fifty (150) feet. If two (2)

26 Residnetial uses permitted under section 14-147(a) shall meet the requirements of such abutting or nearest residential zone.

27 The front yard of a lot existing as of April 4, 1988, which lot is less than one hundred (100) feet deep, need not be deeper than ten (10) percent of the depth of the lot.

28 The width of one (1) side yard may be reduced one (1) foot for each foot that the other side yard is correspondingly increased, provided, however, no side yard shall be reduced to less than seven (7) feet in width.

29 Impervious surface ratios as follows: R-1/R-2: .6; R-3: .7; R-4/R-5/R-5A/R-6: .8

30 The width of one (1) side yard may be reduced one (1) foot for every foot that the other side yard is correspondingly increased, but no side yard shall be less than twelve (12) feet. In the case of a lot of record existing as of June 5, 1957, and held und

31 Maximum FARs are as follows: R-1/R-2: .45; R-3: .55; R-4/R-5/R-5A/R-6: .65

32 This requirement may be reduced by up to twenty (20) percent for a special needs independent living unit.

33 The width of one (1) side yard may be reduced one (1) foot for every foot that the other side yard is correspondingly increased, but no side yard shall be less than ten (10) feet. In the case of a lot of record existing as of June 5, 1957, and held under s

34 A side yard on a side street need not exceed the average depth of front setback directly abutting the lot.

35 except as described in section 14-201(b).

36 No structure may extend beyond the building line established for any runway or taxiway. If provided, rear yards must not be less than five (5) feet in width.

Table 1: Comparison of Purpose Statements

R-2	B-1	B-2	O-P	R-P
To provide for low-density residential development characterized by single-family homes on individual lots in outlying areas of the city and along traffic corridors with limited additional traffic capacity.	To provide limited areas for the location of small-scale commercial establishments intended to serve a local market. As a result, uses shall be complimentary, quiet and generally do not disturb the comfort and enjoyment of the adjoining neighborhood environment. Uses shall be designed for the pedestrian scale and will provide convenient access for nearby residents and workers to walk in to purchase goods and services. Buildings and uses shall be designed with attractive storefronts or similar features, with windows and doors convenient to a public sidewalk. Building additions are encouraged but not required to meet the maximum setbacks of 14-165(c)(3). This zone shall encourage mixed use buildings such as commercial first floor with residential uses above or combined retail/office uses in a multistory structure. The zone also provides the opportunity for mixed useand high residential density in on-peninsula locations. Suitable locations for this zone may include street intersections and arterial streets with existing or proposed traditional neighborhood retail and service	1. To provide appropriate locations for the development and operation of community centers offering a mixture of commercial uses, housing and services serving the adjoining neighborhoods and the larger community. 2. The variety, sites and intensity of the permitted commercial uses in the B-2 zone are intended to be greater than those permitted in the B-1 neighborhood 3. The B-2 zone will provide a broad range of goods and services and general businesses with a mixture of large and small buildings such as grocery stores, shops and services located in major shopping centers and along arterial streets. Such establishments should be readily accessible by automobile, by pedestrians and by bicycle. Development in the B-2 zone should relate to the surrounding 4. The B-2 and B-2b will provide locations for moderate to high density housing in urban neighborhoods along arterials.	T provide substantial areas for integrated development of professional offices in a park- or campus-like setting which are of the highest quality, are well designed and maintained and are compatible with their natural surroundings.	To provide appropriate location for the development and operation of low-intensity business uses, including professional offices on or near major arterials, that are compatible in scale, density and use with surrounding and adjacent residential neighborhoods; or To serve as a transition or buffer zone between residential and more intensive nonresidential zones.

Att. 1

PINKHAM & GREER
CIVIL ENGINEERS
28 VANNAH AVE. PORTLAND, ME. 04103
Tel: 207.781.5242 Fax: 207.781.4245

File: 13151

April 13, 2015

Ms. Helen Donaldson, Planner-Planning & Urban Development
City of Portland
389 Congress Street
Portland, ME 04101

RE: REQUEST FOR ZONE CHANGE, 1945 CONGRESS STREET
NORTHLAND DEVELOPMENT

Dear Helen,

Based on the input from the Planning staff and Board as well as from the public, we have modified the site design of 1945 Congress Street. The current re-development plans proposes the following:

- The Elks Club building will remain on site, and their building will be reduced from 23,204 sq/ ft. to 13,646 sq. ft. The developer will make improvements to the exterior of the building and Elks Club officials have stated they intend to make substantive improvements to the interior of the building.
- The medical building of 15,000 sq. ft. is included as a separate stand-alone building placed along Congress Street.
- The third building on the campus will be a two-story building with a 25,000 sq. ft. footprint and 10,000 sq. ft. on the 2nd floor. This building will be utilized for general office.
- Attached is a revised Zone Map and Text Application.

The two new buildings relate to each other physically. The renovated Elks club is set back from the street and is the less dominate architecture of the campus. The campus is tied together with its master plan and circulation pattern.

Our request to the City has two components:

1. We request the 7.01 acre property be rezoned from Residential (R2) to Office Park (OP); the same zone that abuts 2 sides of the subject property to include the adjacent Unum site.
2. We request that "places of assembly" be added to the OP Zone as a *conditional* use. This is consistent with what we believe the Planning Board has recommended.

As part of the submission, please find attached a letter from our attorney, Mr. John Bannon of Murray Plumb & Murray which addresses why the proposed project and the request for zone change of the subject property to O-P and a zoning text amendment to allow *places of assembly* to be a conditional use is consistent with the intent of the City of Portland Comprehensive Plan.

PINKHAM & GREER
CIVIL ENGINEERS

Attached is a revised Illustrative Site Plan prepared by Tony Muench, RLA Landscape Architect. The entrance to the site and the parking has been revised in an attempt to create more of a campus feeling. In addition, buffering between the subject site and the adjacent residential neighbors has been increased. See attached photographs of the current screen and what a proposed screen would look like. It will create a full screen when mature.

David Lloyd AIA, of Archetype, has done further work on the architectural design which illustrate street views of the 3 buildings.

Considerable thought and has gone into the amount of and the layout of the parking areas. We have taken into consideration the future needs of our building owners and tenants, while attempting to keep the parking to the smallest practical amount. The current site has 205 lined parking spaces and a gravel parking area that can accommodate an additional 45 parking spaces (a total of 250 current parking spaces). The current plan is to increase the total amount of building square footage on the site by 40,442 SF and increase the number of parking spaces to a total of 282 parking spaces. This is an increase of 32 new parking spaces, or less then 1 new parking space per 1,000 SF of new building SF. We believe this is a very reasonable increase. Based on the condominium plan, and resulting 3 distinct condo units, we feel that the city's initial parking & traffic impact study should be revised.

We have also added a bus shelter at the Congress Street stop. This should encourage the use of public transportation.

We believe the current re-development plan for the Elks site addresses buffering concerns of abutter's; has attempted to give the site a more campus like feel and has provided for adequate parking for the owners and tenants while addressing the Planning Board request to reduce parking spaces, from the original proposal of 305 parking spaces. We believe with Attroney Bannon's letter we have addressed the fact that this project is consistent with the City's Comprehensive Plan.

Thank you in advance for your consideration.

Sincerely,

PINKHAM & GREER
CIVIL ENGINEERS

Thomas S. Greer, P.E.

cc: File

Enclosures

TSG/rjs

PROJECT NAME: 1945 Congress Street

PROPOSED DEVELOPMENT ADDRESS:

1945 Congress Street

PROJECT DESCRIPTION:

The project renovates the Elks building and adds a 15,000 sq. ft medical building and a 35,300 sq. ft. general office buiding.

CHART/BLOCK/LOT: 216-A-6 / 217-A-1

CONTACT INFORMATION:

Applicant – must be owner, Lessee or Buyer Name: Josh Benthien & Rex Bell Business Name, if applicable: Northland Enterprises, LLC Address: 17 South Street City/State : Portland, ME Zip Code: 04101	**Applicant Contact Information** Work # 207.780.0223 Home# Cell # Fax# e-mail: josh@nortlandus.com rex@northlandus.com
Owner – (if different from Applicant) Name: Portland Lodge #188 BPOE of USA Address: 1945 Congress Street City/State : Portland, ME Zip Code: 04102	**Owner Contact Information** Work # Home# Cell # Fax# e-mail:
Agent/ Representative Pinkham & Greer, Civil Engineers Name: Thomas S. Greer, P.E. Address: 28 Vannah Avenue City/State : Portland, ME Zip Code: 04103	**Agent/Representative Contact information** Work # 207.781.5242 Cell # e-mail: tgreer@pinkhamandgreer.com
Billing Information Josh Benthien & Rex Bell Name: Northland Enterprises, LLC Address: 17 South Street City/State : Portland, ME Zip Code: 04101	**Billing Information** Work # 207.780.0223 Cell # Fax# e-mail: josh@nortlandus.com rex@northlandus.com

Engineer Pinkham & Greer Civil Engineers Name: Thomas S. Greer, P.E. Address: 28 Vannah Avenue City/State : Portland, ME Zip Code: 04103	**Engineer Contact Information** Work # 207.781.5242 Cell # Fax# 207.781.4245 e-mail: tgreer@pinkhamandgreer.com
Surveyor Maine Survey Consultants, Inc Name: Del Maxfield Address: PO Box 485 City/State : Harrison, ME Zip Code: 04040	**Surveyor Contact Information** Work # 207.583.6159 Cell # Fax# e-mail: dmaxfield@mainesurveyconsultants.com
Architect Archetype Architects Name: David Lloyd Address: 48 Union Wharf City/State : Portland, ME Zip Code: 04101	**Architect Contact Information** Work # 207.772.6022 Cell # Fax# e-mail: lloyd@archetypepa.com
Attorney Murray, Plumb & Murry Name: Drew Anderson Address: PO Box 9785 City/State : Portland, ME Zip Code: 04104	**Attorney Contact Information** Work # 207.773.5651 Cell # Fax# e-mail: DAA@mpmlaw.com

Right, Title, or Interest: Please identify the status of the applicant's right, title, or interest in the subject property:

We have a Purchase and Sales Agreement.

Provide documentary evidence, attached to this application, of applicant's right, title, or interest in the subject property. (For example, a deed, option or contract to purchase or lease the subject property.)

Vicinity Map: Attach a map showing the subject parcel and abutting parcels, labeled as to ownership and/or current use. (Applicant may utilize the City Zoning Map or Parcel Map as a source.)

Existing Use: Describe the existing use of the subject property:

The existing property is used by the Elks as a place of assembly.

Current Zoning Designation(s): Residential 2

Proposed Use of Property: Please describe the proposed use of the subject property. If construction or development is proposed, please describe any changes to the physical condition of the property.

The existing Elks use will continue. We are adding a general office use and a medical office use.

Site Plan: On a separate sheet, please provide a site plan of the property showing existing and proposed improvements, including such features as buildings, parking, driveways, walkways, landscape and property boundaries. This may be a professionally drawn plan, or a carefully drawn plan, to scale, by the applicant. (Scale to suit, range from 1" = 10' to 1' = 50'.) Contract and conditional rezoning applications may require additional site plans and written material that address physical development and operation of the property to ensure that the rezoning and subsequent development are consistent with the comprehensive plan, meet applicable land use regulations, and compatible with the surrounding neighborhood.

APPLICATION FEES:
Check all reviews that apply. (Payment may be made by Credit Card, Cash or Check payable to the City of Portland.)

Zoning Map Amendment X $2,000.00 (from R2 zone to OP zone) **Zoning Text Amendment** X $2,000.00 (to Section 14-_____) 230.11.1 **Combination Zoning Text Amendment and Zoning Map Amendment** X $3,000.00 **Conditional or Contract Zone** ___ $3,000.00 (A conditional or contract rezoning map be requested by an applicant in cases where limitations, conditions, or special assurances related to the physical development and operation of the property are needed to ensure that the rezoning and subsequent development are consistent with the comprehensive plan, meet applicable land use regulations, and compatible with the surrounding neighborhood. Please refer to Division 1.5, Sections 14-60 to 62.)	The City invoices separately for the following: • Notices ($.75 each) • Legal Ad (% of total Ad) • Planning Review ($40.00 hour) • Legal Review ($75.00 hour) • Third party review fees are assessed separately. Any outside reviews or analysis requested from the Applicant as part of the development review, are the responsibility of the Applicant and are separate from any application or invoice fees.

APPLICATION SUBMISSION:

1. All plans and written application materials must be submitted electronically on a CD or thumb drive with each plan submitted as separate files, with individual file names which can be found on the **Electronic Plan and Document Submittal** page of the City's website at http://me-portland.civicplus.com/764/Electronic-Plan-and-Document-Submittal

2. **The submission shall include the following materials:**
   a. One (1) paper set of the zoning amendment application, concept plan and written narrative.
   b. Contract and conditional rezoning applications must include site plans and written material that address physical development and operation of the property to ensure that the rezoning and subsequent development are consistent with the comprehensive plan, meet applicable land use regulations and compatible with the surrounding neighborhood.

APPLICANT SIGNATURE:

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Planning Authority and Code Enforcement's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature of Applicant:	Date:
AGENT	4/13/15

MURRAY PLUMB & MURRAY
ATTORNEYS AT LAW

April 16, 2015

Helen Donaldson, Planner
Department of Planning and Urban Development
City of Portland
389 Congress Street
Portland, Maine 04101

Re: Application of Northland Enterprises, LLC for Zoning Map Amendment and Zoning Text Amendment for 1945 Congress Street / Consistency with the Comprehensive Plan

Dear Nell:

This office represents Northland Enterprises, LLC (hereafter "Northland"), which has applied to the Planning Board for review and approval of a zoning map amendment for the Elks Club property located at 1945 Congress Street (hereafter the "Property") as well as a zoning text amendment to LUO § 14-230.11.1 to add "places of assembly" as a conditional use within the O-P Office Park District. I am writing today to explain why amending the official zoning map to change the Property's zoning designation from the R-2 Residential District to the O-P Office Park District, and adding places of assembly as conditional uses in the O-P Office Park District, would be consistent with the City's Comprehensive Plan.

I. ZONING MAP AMENDMENT

A. The Meaning of "Consistency with the Comprehensive Plan."

In *Remmel v. City of Portland*, 2014 ME 114, ¶ 13-14, 102 A.3d 1168, 1172, the Maine Supreme Court recently summarized the City's broad discretion to determine when a proposed rezoning is consistent with the Comprehensive Plan. It is unnecessary that a proposed zoning map amendment comply strictly with every portion of the Plan. Rather, when a court reviews the City's decision to rezone a property, the scope of the court's inquiry is limited to determining whether the City Council could have, from the evidence before it, found that the rezoning was in "*basic harmony*" with the Comprehensive Plan:

> A zoning or rezoning action need not perfectly fulfill the goals of a comprehensive plan; it may be in basic harmony with the plan so long as it "strikes a reasonable balance among the municipality's various zoning goals" or "overlap[s] considerably" with the plan.

Id. In addition, because the Comprehensive Plan consists of numerous different land use policies, adopted at different times, that sometimes conflict, whether a proposed rezoning is "consistent" with the Comprehensive Plan can only be determined by examining the Plan as a whole. *Id.* "A municipality may conclude that a rezoning action is consistent with a comprehensive plan when it is in harmony with *some* provisions of the plan, even if the action appears *inconsistent* with *other* provisions of the plan." *Id.* (emphasis added).

B. The Property and Its Context

The Property is an approximately 7-acre parcel that has been the site of Elks Lodge #188 (hereafter the "Lodge") since the late 1960's. The Lodge is a "place of assembly" as defined in LUO § 14-47. The zoning districts in the Property's immediate vicinity are shown in Figure 1 below:

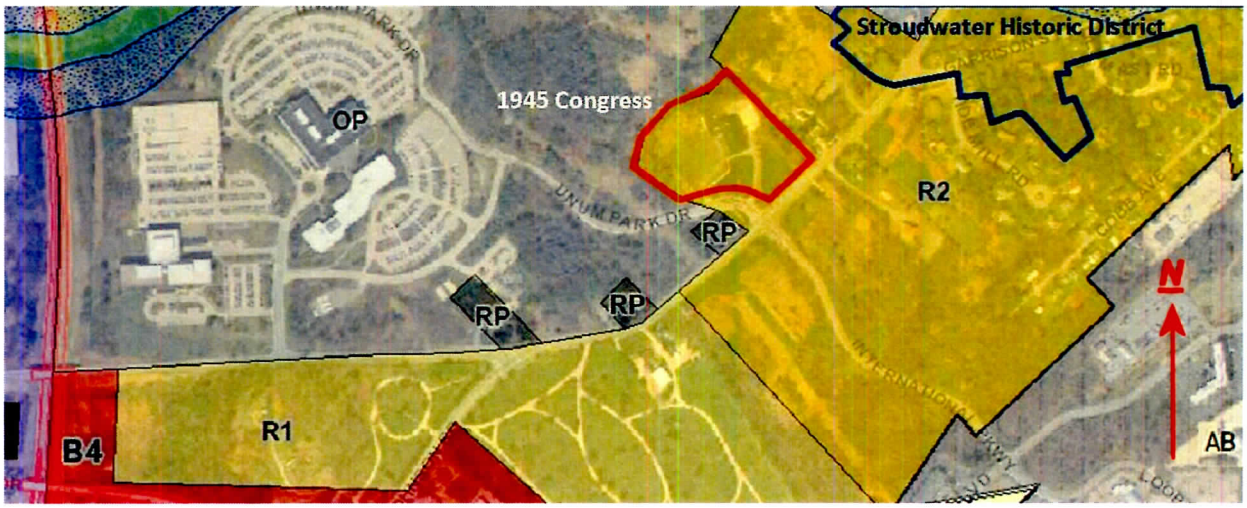

Figure 1
Zoning Districts in the Vicinity of the Property[1]

[1] Figure 1 appears as "Figure 2" in the Planning Board Memorandum by Nell Donaldson, Planner, dated January 20, 2014 (hereafter the "Donaldson Memorandum").

The Property is bounded on the northwest and west by the existing OP District occupied by Unum. Although a small portion of the westerly boundary abuts an area within the R-2 District, that area is consumed by the entrance and exit of Unum Park Drive, which also serves as the sole access to the Property. Likewise, although the Property's southeasterly boundary abuts a portion of the R-2 District, the closest portion of that R-2 District is occupied by the right-of-way of outer Congress Street. Only on the northeast is the Property directly abutted by land within the R-2 District that is substantially devoted to residential purposes.

Some of the actual land uses in the Property's immediate vicinity are shown in Figure 2 below:



Figure 2
Actual Land Uses in the Vicinity of the Property[2]

It is apparent from Figure 2 that a majority of the land area in the Property's immediate vicinity is put to non-residential uses. Directly opposite the Property on the southeast is a large tract of R-2 District land which is owned by the Jetport and bisected by Jetport Access Road/International Parkway. Much of the R-1 District to the southwest side of the Jetport land is occupied by Brooklawn Memorial Park. Although a significant amount of residentially-used

[2] Figure 2 appears as "Figure 1" in the Donaldson Memorandum. Note that, although the lot just south of the entrance/exit from the Unum campus is indicated in Figure 2 above as being a residential *structure*, is – as shown in Figure 1 on the previous page of this letter – *zoned* within a Residence-Professional (RP) District.

R-2 District land can be found to the north and east of the Property, even that area is punctuated by non-residential establishments permitted as a conditional use in the R-2 District: for example, The Children's Dyslexia Foundation, Christ Church of Portland, and Faith Temple.

Northland understands and respects the desires expressed by local residents that the residential portions of the Stroudwater neighborhood be protected as much as is reasonable. However, it is unrealistic to expect that the Property itself can feasibly be devoted to residential uses. The Property is now, and for half a century has been, the site of a large Lodge building and a correspondingly expansive, paved parking lot. Significantly, Northland's proposed redevelopment of the Property would require no significant increase in the number of parking spaces on the Property. As currently laid out, the Property includes 204 marked parking spaces plus a gravel parking area large enough to accommodate 45-50 additional parking spaces. The most recent Project design calls for a total of 256 parking spaces plus 26 handicapped and compact size parking spaces.

The area surrounding the Property has evolved in a manner that is predominantly commercial and institutional rather than residential. Because of, among other things, (a) its location between the Unum campus, Faith Temple, and the rapidly-expanding International Jetport; (b) its placement directly opposite the intersection of Congress Street and the Jetport Access Road/ International Parkway; and (c) the fact that its only access will for the indefinite future be shared by a multitude of Unum employees and customers, the Property can never be developed as a desirable residential neighborhood. The Property's future has been determined, not by the aims of the applicants, but by the course of adjacent development.

C. To Rezone the Property from R-2 to O-P is Consistent With the Comprehensive Plan

To rezone the Property from R-2 to O-P is in basic harmony with the Comprehensive Plan because it would promote the goals of:

1. Strengthening and diversifying the City's economy

"Portland is the largest city in Maine and is the economic and service center for the region. Portland continues to attract people of workforce age due to diverse job opportunities (particularly in business and

technology), quality employment, and a stable economy." [3] *(emphasis added)*

***

"Portland's future will...[c]apitalize on Portland's economic assets and develop a strong economy based upon traditional industries, a strong retail and office center, and emergent opportunities in industry, business, and coastal commerce."[4] *(emphasis added)*

***

"[The City should:]

- *Accommodate the City's commercial activity within a range of functionally and physically defined commercial centers.*

- *Promote preservation and revitalization of its existing commercial centers and maintain a scale within them that is compatible and integrated with other land use.*

- *Encourage the development of new commercial enterprises within the existing neighborhood centers and CBD.... [and]*

- *Promote new office park development of high quality in outlying areas for development seeking a suburban-style setting."*[5] *(emphasis added)*

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[3] II. PORTLAND'S COMMUNITY VISION FOR THE FUTURE / Distinctive Features to Value, Preserve and Build Upon And Future Directions for Portland / A COMMUNITY VISION FOR PORTLAND / DISTINCTIVE FEATURES OF PORTLAND TO VALUE, PRESERVE & BUILD UPON / I. A City That Provides For People

(unnumbered page near beginning of the Comprehensive Plan) [Throughout this analysis citations to the Comprehensive Plan will be made with reference both to the specific section/subsection of the Plan as well as the page number, where available]

[4] II. PORTLAND'S COMMUNITY VISION FOR THE FUTURE / Distinctive Features to Value, Preserve and Build Upon And Future Directions for Portland / A COMMUNITY VISION FOR PORTLAND / FUTURE DIRECTIONS FOR PORTLAND / I. Build a Vibrant Small City

(unnumbered page near beginning of the Comprehensive Plan)

[5] VII. COMMUNITY COMMERCIAL POLICES AND LAND USE PLAN - September 1987-1988 / Development Goals

***

"[The City should:] [p]rovide for economic growth and development in the City as set forth in the Comprehensive Plan."[6] *(emphasis added)*

***

"[The City should:]

Strengthen and Diversify the Economic Base

- *create a variety of job opportunities for the full spectrum of the labor pool which:*
  - *are appropriate to our current and potential skills*
  - *provide good pay and benefits - a living wage*
  - *are rewarding/satisfying ... [and]*
  - *"strengthen and diversify the tax base.*

Improve the Quality of Life

- *recognize that jobs and prosperity improve the standard of living for residents ...*
- *reduce tax burden on residential property owners."*[7] *(emphasis added)*

(Comprehensive Plan, page 28)

[6] STATE GOAL B: To plan for, finance and develop an efficient system of public facilities and services to accommodate anticipated growth and economic development;

I. PORTLAND CAPITAL IMPROVEMENT PLAN — 2001-2010

Capital Improvement Goals

(Comprehensive Plan, page 29)

***

"[Portland should:]

Target Specific Opportunities

- *capitalize on location/telecommunications/transportation infrastructure, port, airport, highways, etc."*[8]

***

"A positive trend of late has been the development of offices above retail uses which has helped to enhance the character of commercial development. An office's image is often very important to the business person and more effort toward property maintenance and site planning is evident. Such efforts can send a positive message to residential property owners that commercial and residential uses can coexist."[9] *(emphasis added)*

***

" Coupled with the existing centers, office parks on carefully selected sites can help improve the City's economic base by offering developers a choice of development opportunities." [10]*(emphasis added)*

***

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[7] STATE GOAL C. To promote an economic climate which increases job opportunities and overall economic well-being;

II. PORTLAND INDUSTRY AND COMMERCE PLAN – 1994

(Comprehensive Plan, page 37)

[8] STATE GOAL C. To promote an economic climate which increases job opportunities and overall economic well-being;

II. PORTLAND INDUSTRY AND COMMERCE PLAN – 1994

(Comprehensive Plan, page 38)

[9] *Community Commercial Policies and Land Use Plan* (1988), page 14

[10] *Id.*

2. Acknowledge that Stroudwater has evolved differently from other neighborhoods

B. Off-Peninsula - Outer Ring Neighborhoods — Existing Land Uses

The outer ring neighborhoods grew significantly with residential development, but the percentage of land devoted to residential uses is less than found in the inner neighborhoods. It is important to note that vacant land accounts for a larger share of each neighborhood's total land area. Over 77% of North Deering is developed in residential use followed by Riverton with 71%, Nason's Corner with 63% and Riverside with 44%. Stroudwater has only 17.5% of its land area developed in residential use. ...Vacant land in the outer ring neighborhoods has declined to less than half of its 1978 share. Stroudwater has the largest percentage of vacant land (24%) and Riverton has the least with 2%.

Commercial uses have remained relatively stable in the outer ring neighborhoods, except for Stroudwater where commercial uses grew by 9% in 1989 and 23% in 1999. A new airport access road and a new Maine Turnpike Interchange have spurred new business development within Stroudwater....The industrial uses in Nason's Corner, North Deering, and Riverton remained constant or declined slightly during the 20-year time frame. Industrial uses expanded in Riverside and Stroudwater to 21% and 10.4% of the total neighborhood land area, respectively. Tax-exempt property declined as a percentage of the total land area in all of these neighborhoods, except Stroudwater. [11] *(emphasis added)*

In sum, the Comprehensive Plan confirms that less than 20% of the Stroudwater neighborhood is devoted to residential uses; that nearly a quarter of the total land mass is vacant; that Stroudwater has experienced a higher rate of commercial development than any other outer-ring-neighborhood, and ranks second only to Riverside in industrial development; and that Stroudwater is the only such neighborhood in which the percentage of the total land mass devoted

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[11] EXISTING LAND USE / Inventory and Analysis / EXISTING LAND USE AND DEVELOPABLE LAND / ... III. EXISTING LAND USE BY NEIGHBORHOODS

(Comprehensive Plan, page EX-6)

to tax-exempt uses has increased. A rezoning of the Property from R-2 to O-P is, relative to parcels in other outer-ring neighborhoods, particularly appropriate.[12]

3. Facilitate integration of the City's land use patterns with the development of a modern, multi-modal transportation system

Although traffic-management considerations might not initially seem to interact with land use policy, the Comprehensive Plan sees them as being inextricably linked:

> *Issues of transportation cannot be resolved unless the use of land is organized in a way that allows them to be resolved. It's been said that the best way to solve problems of congestion and pollution caused by autos is to build cities that don't need them. That is no longer realistic. But the Plan recognizes that there must be fundamental change in land use regulations: from a code of land use patterns that leave no choice but the single-occupant auto to a code of patterns that give other modes a fighting chance. The new patterns must phase away from separating the elements that make up a community (like homes, schools, churches, and small businesses) and allow a mixing and proximity of such uses where it seems natural to do so.[13] (emphasis in original)*

In other words, a philosophy of maintaining strict separation between residential and business uses within the City is not only outdated, but undesirable.

The Property is located on one of the most heavily-traveled bus routes within the Greater Portland Transit District.[14] The City has already identified the

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[12] Some neighbors have critiqued the proposed rezoning because it would eliminate the *potential* for the Property to be converted from use as a place of assembly to a residential use. It is true that one policy of the Comprehensive Plan is to "establish a standard of 'no net loss of housing' for all proposed development." I. Housing: Sustaining Portland's Future –November 18, 2002 /Goal/ Policies (Comprehensive Plan, page 45). However, that policy does not advocate that land, such as the Property, which has never been put to residential purposes, be converted to housing. There can be no "net loss" of housing that has never existed. As noted elsewhere in this analysis, the Comprehensive Plan recognizes that factors such as proximity to the Jetport and to busy arterial and collector streets renders residential development infeasible on the Property.

[13] *A Time of Change: Portland Transportation Plan* (1993), page 2

[14] *Id.* at page 27.

Outer Congress Street area, which includes the Property, as the location for a pilot project for "a package of measures for 'travel demand management,'" including "strong intermodal design at the Jetport." [15] Stroudwater/Libbytown has been identified as one of the City's eight "transportation districts."[16] The Comprehensive Plan advocates that transportation districts serve as centers for the integration of the diverse land uses needed to serve the needs of the residents of those districts:

> *The City should promote a land use pattern that allows for opportunities for people to work and meet a larger share of their everyday needs within or adjacent to their transportation district.*
>
> *The City should continue to encourage businesses to locate in established employment centers, including Downtown, that are served by public transportation or that have the critical mass necessary to support alternative modes of transportation.*
>
> *The City should allow development along transit corridors and near community commercial centers to evolve at a density sufficient to make public transit, walking, and biking viable options.*[17]*(emphasis added)*
>
> ***
>
> *[The City should] [e]ncourage neighborhood business centers throughout the city to reduce dependence on the car and to make neighborhood life without a car more practical.*[18] *(emphasis added)*

---

[15] *Id.* at pages 9-10, 70.

[16] *Id.* at page 23

[17] *Id.* at page 24

[18] -- PORTLAND'S GOALS AND POLICIES FOR THE FUTURE

> STATE GOAL A: To encourage orderly growth and development in appropriate areas of each community, while protecting the State's rural character, making efficient use of public services and preventing development sprawl;...
>
> ...I. HOUSING: SUSTAINING PORTLAND'S FUTURE — November 18, 2002
>
> ...Policies

***

"[Portland should] [c]reate local multi-modal centers for the City's commuters and mass transit passengers, building on the presence of existing centers of activity, connected with each other and with regional transport centers."[19] *(emphasis added)*

***

"The City should continue to develop an interconnected and seamless transportation system encompassing both local and regional transportation centers."[20]

4. Achieve the City's original goals for creating the O-P Zone in general, and near the Jetport in particular.

The City created the O-P Zone in 1988 because of concern that the existing Residence-Professional (RP) District was being used to develop office complexes that were too large to serve as a transition between residential and business uses:

Historically there has been one zone (R-P) in the City which permits, almost exclusively, professional offices and residential uses. Originally, the R-P Zone developments in the City were small-scale, and met the intent of the zone as a transitional or buffer district. Recently, however, approximately half the developments on the sites zoned to R-P are bigger in size (two acres or more) and scale than what was originally intended for the zone.[21] *(emphasis added)*

(Comprehensive Plan, page 22)

[19] -- III. A TIME OF CHANGE: PORTLAND TRANSPORTATION PLAN - July 1993 / Transportation Policies

(Comprehensive Plan, p. 24)

[20] II. A TIME OF CHANGE: PORTLAND TRANSPORTATION PLAN - July 1993 ....Transportation Policies

(Comprehensive Plan, page 31)

[21] Neighborhood Commercial Land Use Policies and Land Use Plan (1988), page 22

Thus the Property, which is 7 acres in size, is more than three times larger than the largest site the City had intended to be zoned within the R-P District.[22]

Moreover, the Property is the very type of area where the Comprehensive Plan considers the O-P Zone to be most appropriate: one that has limited potential for residential development because of proximity to the Jetport and adjacency to a busy thoroughfare such as outer Congress Street:

> *The need exists for a zone that would allow larger scale office development on larger lots in what could be considered more suburban locations. The parcels, while suburban in character, might have limited potential for residential development, due in part, for example, by proximity to the Jetport, or to the topography of the site, or its physical boundaries such as a busy arterial. ...[23] (emphasis added)*

Indeed, the creators of the O-P District could have had the Property in mind when they wrote:

> *Land is more plentiful in these outlying locations, which may be a critical factor if a significant amount of parking is required for the development.... These settings provide a suitable location for a company headquarters or complex of office buildings serving several tenants. Access to the office parks is primarily from major arterials, although secondary roads may also provide access....* [24]

To be sure, the City established a quid pro quo for developers who seek to develop land in an O-P Zone:

> *Developments in the O-P zone are to be characterized by spacious and high quality development. Large lots, relatively low building coverage, low impervious surface area, significant open space and landscaping,*[25] *and*

---

[22] Presently, the minimum lot size within the R-P Zone is a mere 6,000 sq. ft. LUO § 14-149(a).

[23] *Neighborhood Commercial Land Use Policies and Land Use Plan* (1988), page 22

[24] *Id.*

[25] Northland acknowledges the ambitious design standards intended for O-P office complexes and intends to create a suitably high-quality development. However, it is important to recall that the Property is not a vacant lot with significant amounts of vegetation or other natural

> *thoughtful building design are exemplary characteristics of O-P developments which are appropriate and beneficial to the City of Portland.*[26]

However, contrary to what some critics of this proposal evidently believe, the O-P Zone was not intended to be reserved only for extraordinarily large or topographically complex parcels such as the UNUM site. Recall that the O-P Zone is intended to be only one step up from the R-P District, in which the City considered the largest suitable lot to be about *two* acres in size. Under the LUO, an Office PUD or Office Subdivision may be built on a parcel with a minimum gross area of only *three* acres. LUO § 14-230.11. Significantly, three of the seven areas that the Plan drafters specifically mentioned as potential candidates for O-P Zoning are in close proximity to the Property: UNUM (directly adjacent to the Property), "Congress Street/Cobb Avenue (in conjunction with AB zone)" (almost directly across Congress Street from the Property), and the "Northwest corner of Congress Street and Frost Street" (about 4,000 linear feet from the nearest corner of the Property, and half that distance from the Stroudwater Historic District). [27] Neither were the buildings considered suitable for an O-P District limited to those of a modest size or simple configuration: *"This type of zone can accommodate single or multiple buildings on a site. Large scale or tall buildings are also appropriate."*[28] (emphasis added) Thus, although the O-P District is plainly intended to encourage high-quality office development, it is also intended to accommodate a wide variety of potential design approaches to such development.

II. ZONING TEXT AMENDMENT

Northland will not repeat here the portions of the above discussion that are already pertinent to the proposed zoning text amendment to LUO § 14-230.11.1 to add places of assembly as a conditional use in the O-P Zone. The purpose of that zoning text amendment is to prevent the existing Elks' Lodge from being reduced to the status of a legally nonconforming use if the zoning of the Property is changed from the R-2 Zone to the O-P Zone.

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features. Rather, it is occupied by a large building, extensive areas of impervious parking space, and mowed lawns.

[26] *Id.*

[27] *Id.*

[28] *Id.*

A. The Context of Uses Allowed in the O-P Zone.

Under LUO § 14-230.11, the O-P Zone allows, as expressly-permitted uses, office parks containing professional offices and office complexes, research and development establishments, printing and publishing establishments, day care facilities, and wind energy systems. In addition, LUO § 14-230.11.1 authorizes, as conditional uses, "high technology manufacturing of biotechnology, pharmaceutical, and nanotechnology products;" temporary wind anemometer towers; and free-standing wind energy systems. A place of assembly would be less intensive than most of those uses.

B. The Context of "Places of Assembly" as Conditional Uses.

For several decades, the LUO has allowed "places of assembly" as a conditional use in virtually every residential district, including the R-2 Zone in which the Property is currently included:

R-1 Zone	LUO § 14-68(b)(3)
R-2 Zone	LUO § 14-78(b)(3)
R-3 Zone	LUO § 14-88(b)(3)
R-4 Zone	LUO § 14-103(b)(2)
R-5 Zone	LUO § 14-118(b)(3)
R-6/6A Zone	LUO § 14-137(b)(4)
IR-1 Zone	LUO § 14-145.3(b)(2)
IR-2 Zone	LUO § 14-145.9(b)(2)

Because places of assembly such as the Elks Lodge are deemed compatible with such a wide variety of residential uses, it would be irrational to exclude such an activity from the list of conditional uses allowed in the more commercially-oriented O-P Zone. In the context of the Property in particular, the proposed zoning text amendment would limit places of assembly to the same conditional status they have under the present R-2 Zoning.

C. The Proposed Zoning Text Amendment Adding Places of Assembly as a Conditional Use in the O-P Zone is Consistent with the Comprehensive Plan.

The Comprehensive Plan does not specifically address the subject of "places of assembly." However, because "places of assembly" are classified in all zoning districts as a species of "institutional" use, it is useful to review how the Comprehensive Plan describes the City's policies toward institutional uses.

The Comprehensive Plan discusses institutional uses only in connection with their suitability for inclusion in residential zones. The Plan evidently has identified no problems associated with institutional uses in business or commercial zones such as the O-P Zone. Even in the context of residential zones, the Comprehensive Plan says only the following:

> ▪ *Institutional uses, where they are to be allowed in residential zones, should be designated conditional uses with review before the Planning Board.*
>
> ▪ *Any new institutional use should be required to have a lot size of sufficient area to accommodate all activities, including parking and to absorb impacts and growth needs of the institution.*
>
> ▪ *Reasonable expansion of existing institutions should be accommodated, but effective use of existing lot area should be required.*
>
> ▪ *For both new development and expansion of existing institutions, the displacement or conversion of existing dwellings should be avoided, and that an institutional development proposal that causes significant residential displacement should be cause for denial of conditional use approval.*[29]
>
> *At the same time, concerns have been raised about institutional expansions, which have converted or demolished housing or purchased residential structures only to neglect them until they are a blight on the neighborhood. Housing is a critical component of the city's infrastructure. Any redevelopment initiatives, commercial or residential, should result in a no "net loss" of housing for the city as a whole.*[30]

---

[29] STATE GOAL D: To encourage and promote affordable, decent housing opportunities for all Maine citizens: ...

V. REGULATION OF INSTITUTIONAL USES IN RESIDENTIAL ZONES – 1983 (Planning Board Report #46-83)

(Comprehensive Plan, page 48)

[30] HOUSING AND POPULATION –Inventory and Analysis

II. PORTLAND HAS AN AGING HOUSING STOCK WORTH PRESERVING

The proposed zoning text amendment to add "places of assembly" as a conditional use in the O-P Zone is in basic harmony with the above principles because it would apply only to the O-P Zone, not to any residential zone. The proposed zoning text amendment allows "places of assembly" in the O-P Zone only as a conditional use, and all Office Park Planned Unit Developments and Subdivisions are further subject to mandatory Planning Board Site Plan Review. LUO § 14-230.11.

The proposed zoning text amendment does not, by itself, increase the likelihood that the building or expansion of institutional uses in O-P Zones would cause unreasonable displacement of existing housing. That issue can be adequately addressed by the Board of Appeals during Conditional Use Review and by the Planning Board under Site Plan review of any particular development proposal. In the context of the proposed Project, however, that issue cannot arise, because the Property has not been in the past, and cannot realistically be in the future, used for residential housing that could be displaced by institutional uses.

CONCLUSION

Although the proposed rezoning of 1945 Congress Street and zoning text amendment may not simultaneously satisfy *every* policy goal expressed in the Comprehensive Plan, they are not legally required to do so. All that the law mandates is that the proposals be in "basic harmony" with the Comprehensive Plan either by striking "a reasonable balance among the municipality's various zoning goals" or by "overlap[ping] considerably" with the Plan.

> A municipality may conclude that a rezoning action is consistent with a comprehensive plan when it is in harmony with *some* provisions of the plan, even if the action appears *inconsistent* with *other* provisions of the plan.

Remmel v. City of Portland, 2014 ME 114, ¶ 13-14, 102 A.3d 1168, 1172. Under that liberal standard, Northland's proposals are consistent with the Comprehensive Plan.

(Comprehensive Plan, page H-7)

Thank you for your attention to this letter.

Respectfully submitted,

John C. Bannon

JCB/kpm

cc: Rex Bell
Josh Benthian
Alex Jaegerman, Director, Planning Division



1945 CONGRESS St. – Existing Conditions

ATT. 4



1945 CONGRESS St. – Existing Conditions



1945 CONGRESS St. – Conceptual Buffer Conditions



1945 CONGRESS St. – Conceptual Buffer Conditions

Att. 5

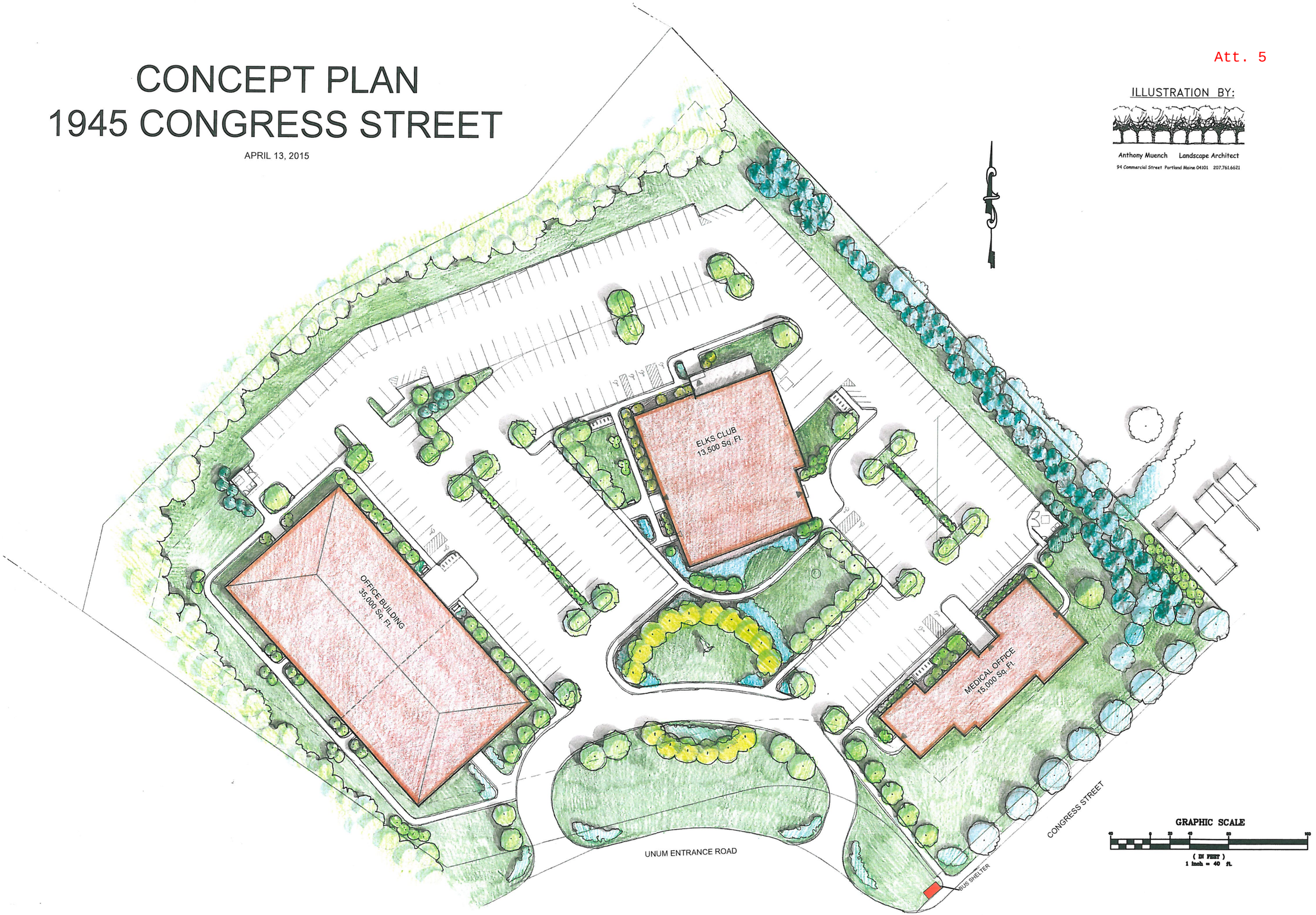
CONCEPT PLAN
1945 CONGRESS STREET

APRIL 13, 2015

ILLUSTRATION BY:

Anthony Muench Landscape Architect

94 Commercial Street Portland Maine 04101 207.761.6621



GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

Att. 6











Att. 7

Neighborhood Meeting Certification

I, Thomas S. Greer, P.E., Pinkham & Greer, Civil Engineers hereby certify that a neighborhood meeting was held on January 5, 2015 at 1945 Congress Street at 5:00 pm.

I also certify that on December 22, 2014, invitations were mailed to the following:

1. All addresses on the mailing list provided by the Planning Division which includes property owners within 500 feet of the proposed development or within 1000 feet of a proposed industrial subdivision or industrial zone change.
2. Residents on the "interested parties" list.
3. A digital copy of the notice was also provided to the Planning Division (jmy@portlandmaine.gov and ldobson@portlandmaine.gov) and the assigned planner to be forwarded to those on the interested citizen list who receive e-mail notices.

Thomas S. Greer, P.E.

1/7/15
(date)

Attached to this certification are:

1. Copy of the invitation sent
2. Sign-in sheet
3. Meeting minutes

PINKHAM & GREER
CIVIL ENGINEERS
28 VANNAH AVE. PORTLAND, ME. 04103
Tel: 207.781.5242 Fax: 207.781.4245

You are Invited to a Neighborhood Meeting

December 22, 2014

Dear Neighbor:

The team at Northland Enterprises, LLC is working with the Elks' to create a new look and use of the site. The Elks' building will be downsized and renovated to give it a fresh look and become more functional for their use.

The additions to the site will include a 15,000 sq. ft. medical building along Congress Street and a 35,000 sq. ft. building along the UNUM side of the site. These changes will allow the site to be brought up to current environmental standards.

This meeting is for a Zone Change for the property. As part of the City's approval process, we will hold two public informational meetings which you are invited to attend. The first meeting will be:

Meeting Location:	1945 Congress Street, the Elks Building
Meeting Date:	Monday, January 5, 2015
Meeting Time:	5:00 pm

The City code requires that property owners within 500 feet of the proposed development and residents on the "interested parties list" be invited to participate in the neighborhood meeting. A sign in sheet will be circulated and minutes of the meeting will be taken. Both the sign up sheet and minutes will be submitted to the Planning Board.

If you have any questions, please call Tom Greer @ 207-781-5242.

Sincerely,

PINKHAM & GREER
CIVIL ENGINEERS

Thomas S. Greer

Applicant: Northland Enterprises, LLC (Josh Benthien & Rex Bell)
17 South Street
Portland, ME 04101

Owner: Portland Logde #188 BPOE of USA
1945 Congress Street
Portland, ME 04102



NOT FOR CONSTRUCTION

03	1945 CONGRESS STREET ELKS LODGE, PORTLAND, MAINE SITE PLAN	NORTHLAND ENTERPRISES, LLC 17 SOUTH STREET PORTLAND, MAINE 04101 SCALE: AS SHOWN DRN BY: JDC DATE: DESG BY: TSG PROJECT: 13151 CHK BY:	REV / DATE / DESCRIPTION		PINKHAM & GREER CIVIL ENGINEERS 28 VANNAH AVE, PORTLAND, ME, 04103 TEL: 207.797.5242 FAX: 207.797.4245

NEIGHBORHOOD MEETING ATTENDEE LIST
1945 Congress Street
January 5, 2015

TOM GREEN FINKHAM & COLEEN 23 VANMAH AVE PORTLAND, ME.	DAN KOLOSKI (SVA PRESIDENT) 1296 WESTBROOK ST PORTLAND STROUDWATERVILLAGEASSOCIATION@GMAIL.COM
Tim Smith 1945 Congress St Portland ME.	Anita B Jones 35 Old Mast Rd. Portland, ME 04102
[illegible] 1945 Congress St Portland ME 04102	BILL LINNELL + JOYCE BARTHIER 1905 CONGRESS ST PORTLAND, ME 04102
James Casterella 1967 Congress St Portland, 04102	Josh Benthien - Northland 9 Rocky Hill Road Cape Elizabeth, 04107
BRAD FRIES 17 SOUTH ST, 3RD FL PORTLAND, ME 04101	Rex Bell - Northland 40 Wood Road Cape Elizabeth, ME 04107
Maryfoa Kimball 49 Vindale St. Scarborough, ME 04074	CATHERINE ALEXANDER UNUM 2211 congress st Portland, ME 04122
PAT ADRIANCE 16 LONGFELLOW ROAD GORHAM, ME 04038	JOE Winschel 1945 Congress St Portland, ME
RON ADRIANCE SAME AS ABOVE	MICHAEL ROGERS 66 RIVER'S EDGE DR PORTLAND
Dennis S. Rickett 20 Woodbury St. Portland. Me.	Joan & Sandy Boal 3704 Mast Rd. Portland. Me.
Carol Burchill 194 Elbor St Scarborough Me 04074	ERIC GRIFFIN 42 PENRITH RD PORTLAND ME 04102

CAPTLINNELL@YAHOO.COM

PINKHAM & GREER
CIVIL ENGINEERS
28 VANNAH AVE. PORTLAND, ME. 04103
Tel: 207.781.5242 Fax: 207.781.4245

Neighborhood Meeting Summary
1945 Congress Street
January 5, 2015

The meeting started at 5:10pm and concluded around 5:45pm. It seemed to be well attended. The Attendance List is attached. Several people showed up during the meeting but did not sign in.

- A presentation by Thomas Greer was made highlighting the location of the project and noting the process for the zone change, the site plan and subdivision approvals. This is the first of two public information meeting to be held for this project.
- The features of the site were noted, including removing a section of the Elk's building, and renovating the remainder of the building. A new 15,000 sq. ft. medical office building will be constructed along Congress Street and a 25,000 to 35,000 sq. ft. building will be constructed on the west side of the existing parking lot.

In response to questions the following responses were made:

- The entrances to the site will remain in the same locations.
- A pylon sign will likely be placed out at the Congress Street entrance and some type of signage will be on the buildings. Way finding signs and parking signs will be thoughout the parking fields.
- Bike racks, motorcycle, and scooter parking is provided and sidewalks for pedestrian connections are provided. No trail network is included.
- The parking meets or exceeds the City's requirements. On Tuesday's, Bingo at the Elk's will create the maximum demand. A parking study will be part of the submittals to the City.
- The site will have improved stormwater management. It will include treatment and flow control. A final selection of the treatment system has not been made.
- The site will have new lighting, meeting current standards. It will be computer controlled so it can be limited in the time it is on. It will be shielded and at lower levels than older parking lots. It will be LED lights.

The schedule for the project includes:

- Zone Change in the next 2 months.
- Site Plan and Subdivision Approval by May.

- Start Construction on the Elk's in June.
- Medical Building construction in June.

The general office building will be constructed when a tenant/owner is confirmed.

- The preliminary elevation views of the Elk's building and the general office building were shown. No drawings of the medical office were shown.
- Our neighbor, adjacent Congress Street, Bill Linnell, noted he was opposed to the project and thought a housing project would meet the Comprehensive Plan better. We noted we had sent a brief summary of how this project conforms to the Comprehensive Plan to the staff already. He will get a copy of that.
- There was general discussion about the bus route and if the rerouting of the line would impact this project. We did not think it would have much impact on the project.

The above summary of the meeting is respectfully prepared and submitted by:

Thomas S. Greer, P.E.

Att. 8

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Agreement, dated the 11th day of June, 2014 (the "Contract Date"), is between Portland Lodge No. 188, of the Benevolent and Protective Order of Elks of the United States of America ("Seller"), having a place of business at 1945 Congress Street, Portland, Maine, and Dr. Michael Bedecs having a place of business at 1375 Congress Street, Portland, ME and Northland Enterprises, LLC, or its permitted assignee (collectively, "Purchaser"), having a place of business at 17 South Street, 3rd floor, Portland, Maine 04101. The parties agree as follows:

1. Purchase and Sale of Property; Condominium Conversion.

(a) Subject to the terms and conditions set forth herein, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the following described property owned by Seller (collectively, the "Property"):

(i) That certain lot or parcel of real property known as 1945 Congress Street, Portland, Maine, being a portion of the property described in a deed from Elks Home, Portland, Maine, Lodge No. 188 Benevolent and Protective order of Elks to Seller, and recorded in the Cumberland County Registry of Deeds at Book 6157, Page 37, provided that the conveyance shall not include the retained portion of the Seller's building (being approximately 13,000 square feet of the total usable footprint of such building including the storage area) (the "Seller's Retained Building"). The property to be conveyed is generally identified on the Concept Plan attached to and made a part hereof as Exhibit A.

(ii) A portion of the existing building on the real property shall be removed and demolished by Buyer and a new interior and exterior wall installed, with all of the foregoing in a manner acceptable to the parties as set forth in Section 5.1, and the configuration of the Seller's Retained Building to be as shown on the sketch plan attached to and made a part hereof as Exhibit B. All fixtures and improvements situated on the real property owned by Seller are to be retained by Seller and shall be part of Seller's Retained Building.

(iii) For sake of clarity, Seller is retaining the Seller's Retained Building, an Elk statue and flag and flagpole as well as an Elks sign (such statue, flagpole and sign to be limited common elements under the condominium documents) to be located near Congress Street entrance at the general location designated on Exhibit C (such location to be subject to requirements that may be set out in any permits and approvals for the property and state and local sign ordinances), together with a pro rata

interest in the parking areas and common areas of the real property, all to be set forth in the condominium documents (more fully described below) to be prepared and recorded immediately following recording of the Deed (defined below). Purchaser agrees to cause a Maine Licensed Professional Surveyor to prepare and provide to Seller a metes and bounds description of the Property (including the property to be conveyed by Seller and the property to be retained) within ninety (90) days after the date the Lodge Approvals are obtained.

(b) Contemporaneously with the delivery and recording of the Deed, Purchaser shall cause to be recorded a Declaration of Condominium whereby the Property is converted to condominium ownership. The Condominium documents shall be prepared at Purchaser's cost and expense, shall be delivered in complete form to Seller on or before thirty (30) days after the Zoning Contingency expiration date and shall be subject to Seller's approval, not to be unreasonably withheld, delayed or conditioned. The Condominium documents shall, among other things, create a separate unit for the Seller's Retained Building ("Seller's Unit"), which shall include as limited common elements at a minimum the required number of parking spaces for Seller's Unit to satisfy all applicable zoning requirements, but at a minimum five (5) parking spaces per 1,000 square feet (Purchaser acknowledges, however, Seller's need for additional parking spaces on certain days and on weekends), and a pro-rata share of the common elements of the condominium, as well as provide a budget including anticipated condominium fees that will be due to the Condominium Association. Purchaser shall, as soon as practicable after the Closing and in consultation with Seller as to the schedule of work, perform the work necessary to reduce the size of the Seller's existing building to the Seller's Retained Building and erect a code-compliant exterior wall in form and substance acceptable to Seller as part of Seller's Unit. Purchaser shall also construct a new façade on all sides of Seller's Unit building and separate the utilities so that Seller's Unit is a separate and distinct Unit. Purchaser's work, the new building configuration and the location of the wall shall be more specifically identified in scope and cost as set forth in this Purchase and Sale Agreement (detail attached as Addendum #1).

Purchaser shall submit plans and specifications to Seller with respect to the foregoing work prior to submission to the City of Portland or its lender, which plans and specifications shall be subject to Seller's approval, not to be unreasonably withheld, delayed or conditioned. Purchaser will construct the improvements to Seller's Unit in accordance with the plans and specifications. Purchaser shall conduct such work in such a manner as to minimize as much as possible any disruption to Seller's use and enjoyment of Seller's Unit, in particular at times when any banquets, weddings, or similar revenue producing events are taking place. Work shall be conducted between the hours of 7:00 AM and 5:00 PM, Monday through Friday. Purchaser shall minimize any weekend or night construction activities, and if work is required during those times, Purchaser will notify Seller and to help minimize the impact to Seller's business, Seller's approval shall

be required prior to the performance of any such work. Without limiting the general nature of the foregoing, no blasting, pile driving or similarly loud work shall be performed on Tuesdays between 10:00 am and 4:30 pm [when bingo operates] or on weekends from Friday at 5:00 pm until Monday morning at 7:00 am.

c) Seller shall give Purchaser a right of first refusal to purchase Seller's Unit at Purchaser's option if at any time Seller decides to sell the Seller's Unit. Purchaser shall pay the amount set forth in any written offer made in a purchase and sale agreement Seller receives from a bona fide arms-length third party, minus a credit equal to an amount to be determined (either a dollar amount or a manner for calculating a dollar amount) by the parties in accordance with Section 5.1 of this Agreement ("Purchaser's Improvement Credit"). Without limiting the foregoing, Purchaser's Improvement Credit shall be calculated based upon the costs that Purchaser anticipates it shall pay for work on the common area infrastructure and other common area improvements to the Property, together with the cost of renovations to Seller's Retained Building including erection of new exterior wall and re-skinning of Seller's Retained Building, pro-rated based on the ownership interests allocated to Seller's Unit under the condominium documents. The dollar amount of Purchaser's Improvement Credit shall be reduced by equal 10% increments upon each anniversary of the date Purchaser's renovations to Seller's Retained Building are completed, with the manner of establishing such date to be determined by the parties in accordance with Section 5.1 of this Agreement (such date, the "Completion Date"), such that Purchaser's Improvement Credit shall be reduced to zero upon the tenth anniversary of the Completion Date. Seller and Purchaser agree to enter into a Right of First Refusal Agreement at the Closing in recordable form, containing terms and conditions reasonably satisfactory to the parties.

2. Purchase Price. The agreed purchase price for the Property is One Million Two Hundred Fifty Thousand Dollars ($1,250,000.00) (the "Purchase Price"), payable as follows:

(a)(1) Fifty Thousand Dollars ($50,000) has been paid into escrow prior to the date hereof, and an additional Fifty Thousand Dollars ($50,000), for a total deposit of One Hundred Thousand Dollars ($100,000.00) shall be paid within two (2) business days of the later to occur of (i) the Additional Contingencies Expiration Date (as defined in Paragraph 5.1) or (ii) the date the Lodge Approvals (as defined in Section 8(a)) are obtained, which amount shall be held by Malone Commercial Brokers ("Escrow Agent") as earnest money deposit hereunder and shall be applied as part payment of the purchase price (the "Deposit"). Purchaser may terminate this Agreement only based upon the grounds set forth below in paragraphs 5, 5.1 and 8, and only prior to the Zoning Contingency Expiration Date (defined below). Upon a timely, valid termination, the refundable portion of the Deposit shall be promptly returned to Purchaser. Nothing herein shall be deemed to limit Purchaser's right to terminate this Agreement pursuant to paragraph 6.

(a)(2)(i) Sixty (60) days after both the Lodge Approvals and UNUM Release as set forth in Paragraph 8 have been obtained (provided this Agreement has not been terminated in accordance with its terms by either party prior thereto), Five Thousand Dollars ($5,000.00) of the Deposit shall become non-refundable notwithstanding anything in this Agreement to the contrary.

(ii) The remainder of the Deposit shall become non-refundable upon the Zoning Contingency Expiration Date (as defined below) provided this Agreement has not been terminated in accordance with its terms by either party prior thereto, and except for Seller's default under this Agreement or Seller's inability to convey title in accordance with Paragraph 4 of this Agreement; and

(b) The balance of the Purchase Price of $1,150,000.00 shall be paid at the time of delivery of the deed in good certified or bank check(s), or by wire transfer.

The Deposit shall be placed in a non-interest-bearing escrow account.

3. Adjustments. Real estate taxes for the then current tax period shall be apportioned as of the day of closing under this Agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the Purchaser at the time of delivery of the Deed.

4. Conveyance: Title.

(a) Seller shall convey the Property to Purchaser by good and sufficient quitclaim deed with covenant (the "Deed"). Title to the Property shall be good and marketable and shall be free and clear of all liens and encumbrances except (i) zoning restrictions, building laws and land use matters, provided same do not prevent or unreasonably interfere with Purchaser's intended use and development of the Property; (ii) easements and restrictions of record; (iii) current taxes and assessments; (iv) any liens for municipal betterments assessed after the date of the Closing under this Agreement; and (v) any "Defects of Title" (defined below) as accepted or waived by Purchaser pursuant to Section 4(b).

(b) Purchaser shall notify Seller of any and all defects in title which are of record, or which would otherwise make Seller unable to give title to the Property as herein stipulated, including, without limitation as provided in Section 4(a) (any of which is called herein a "Defect of Title") within forty-five (45) days of the later to occur of the receipt of the Lodge Approvals or UNUM Release. With respect to the existence of any Defect of Title that does not exist on the date of this Agreement, but which arises prior to Closing, Purchaser shall notify Seller of any such Defect of Title which arises six (6) or more days prior to closing, at least five (5) days prior to closing, and any other defects

arising thereafter, on or prior to the Closing. If Purchaser notifies Seller of any Defects in Title, then the Seller shall use diligent efforts to remove any such Defects in Title (but shall not be required to expend in excess of $10,000 to remove any such defect which shall be exclusive of any mortgages or liens which may be discharged by the payment of money only), in which event the time for performance hereof shall be extended for a period of time reasonably sufficient to permit the Seller to perform hereunder, not to exceed sixty (60) days in any event. Seller may also elect to use funds from the Closing under this Agreement to remove any Defects in Title, which shall be sufficient to correct such defects and satisfy its obligations under this paragraph. If such Defects of Title are not corrected or remedied as provided herein within such additional 60-day period, then Purchaser shall elect, either (i) to accept title to the Property subject to the uncured Defects of Title, or (ii) to terminate this Agreement, whereupon, notwithstanding Paragraph 2(a)(2)(ii) the entire Deposit, except for the $5,000 described in Section 2(a)(2)(i) shall be returned to Purchaser and all obligations of the parties hereunder shall cease and neither party shall have any claim against the other by reason of this Agreement, except with respect to any provision hereof that expressly survives the termination of this Agreement.

5. Due Diligence Period, Materials Delivered by Seller, Inspections and Right to Terminate.

(a) Seller shall provide to Purchaser copies of such surveys and plans, and engineering reports (including environmental reports, studies or evaluations) of the Property that Seller may have in its control or possession within seven (7) business days of the Contract Date.

(b) Purchaser and others whom Purchaser may designate may, at Purchaser's option and at its sole risk and expense, retain a person or persons to examine the Property and prepare mechanical, structural, environmental or physical reports of the Property, including without limitation surveying, conducting test borings, wetlands analysis, groundwater sampling, and in general conducting all other tests, analysis and studies of the Property which Purchaser deems prudent in connection with Purchaser's intended use and development of the Property. Purchaser and such designees shall have the right to enter the Property at all reasonable times during normal business hours with at least twenty four (24) hours prior notice to Seller to conduct such tests, studies and investigations. Purchaser shall not interrupt nor unreasonably interfere with Seller's business. Purchaser shall at its own expense restore the Property to its present condition, and agrees to hold Seller harmless and indemnify Seller from any loss or liability resulting from or arising out of the entrance by Purchaser, its agents, members, managers, officers, agents, subcontractors or employees upon the Property for the purposes set forth herein or for any other purpose, including, without limitation, any of their acts or omissions while on or about the Property, and this indemnity provision shall survive the Closing hereunder, or if the Closing does not occur, the termination of this Agreement.

All such inspections shall be done by qualified inspectors chosen and paid for by Purchaser.

(c) At any time on or prior to the date that is 30 days after the Contract Date (the "Due Diligence Period Expiration Date"), Purchaser shall have the right to terminate this Agreement if Purchaser determines, in its sole discretion, that it is not satisfied with (i) the material delivered to Purchaser pursuant to subsection (a) hereof; or (ii) any of the inspections set forth in subsection (b) above, by giving written notice to Seller on or before the end of the Due Diligence Expiration Date. If Purchaser timely gives notice of such dissatisfaction, then the Deposit shall be returned to Purchaser and all obligations of the parties hereunder shall cease and neither party shall have any claim against the other by reason of this Agreement, except with respect to any provision hereof that expressly survives the termination of this Agreement. If Purchaser fails to give such written notice on or before the end of the Due Diligence Expiration Date, Purchaser shall be deemed to have waived its right to terminate this Agreement pursuant to this Section.

(d) Purchaser agrees that all information made available to Purchaser (all of which is referred to herein as "Confidential Information"), will be kept confidential and will be disclosed only to professional advisors engaged in connection with the proposed transaction. Purchaser agrees that it is Purchaser's responsibility to ensure that such advisors shall agree to and shall keep such information confidential. Any provisions herein to the contrary notwithstanding, the provisions of this Section 5(d) shall survive the Closing of this Agreement or if the Closing does not take place, the termination of this Agreement.

(e) For the purposes of this Section 5, the term "Property" shall be deemed to include Seller's Retained Building.

5.1 Seller and Purchaser Additional Contingencies. Seller and Purchaser agree that to expedite the execution of this Agreement, there are certain matters upon which the parties shall work to reach agreement within sixty (60) days of the Contract Date (the "Additional Contingencies Expiration Date") and if the parties are unable to reach such agreement, then either Purchaser or Seller may terminate this Agreement by notice in writing to the other party on or before the Additional Contingencies Expiration Date.

The matters which are to be agreed upon prior to the Additional Contingencies Expiration Date are:

1. The specifications of, and the work to be performed with respect to, the code compliant exterior wall and façade listed in Section 1(b) of the Agreement as well as the specific configuration of the Seller's Retained Building, including the location of the end of Seller's Retained Building;

2. The primary components of the condominium documents described in Section 1(b) of this Agreement, including, without limitation, the composition of ownership, voting and expenses (including the allocation of and responsibility for expenses with respect to buildings, the parking lot, common areas and limited common elements);

3. Purchaser's work schedule and limits on the same to accommodate Seller's business and event schedule;

4. The Right of First Refusal requested by Purchaser, including without limitation agreement on what a "bona fide arms-length third party" means and a mechanism to resolve any dispute over whether a party is a "bona fide arms-length party"; either a dollar amount or a manner for calculating the dollar amount of Purchaser's Improvement Credit; and the manner in which the Completion Date is to be established; and

5. The number of parking spaces to be allocated to Seller, or to which Seller has right to use, under the condominium documents or otherwise and their location.

6. The future retail uses of the Property.

6. Zoning and Land Use Contingency. Except to the extent expressly provided herein, including, without limitation, with respect to the non-refundable character of some of the Deposit as set forth in Section 2 of this Agreement, Purchaser's obligations under this Agreement are subject and conditioned upon the Purchaser's ability to obtain all required local, state and federal permits and approvals, including without limitation FAA approval if required (including expiration of all applicable appeal periods with no appeal having been made) to construct an additional 55,000 square feet (or more if zoning and permitting allow) of commercial space (including but not limited to office, retail (subject to agreement of the parties in accordance with Section 5.1) and medical office space) on the Property (in one or more newly constructed buildings), such approvals to be satisfactory to Purchaser in its sole discretion, within 180 days after the date the Lodge Approvals have been obtained (the "Zoning Contingency Expiration Date"). Such approvals shall include a change in zoning classification to an office park or "O-P" classification. All costs associated with permitting and approvals to be at Purchaser's sole expense. Seller agrees to cooperate and participate in the approval process by attending meetings or causing its legal counsel or other representatives to attend such meetings as shall be reasonably requested by Purchaser, at Seller's reasonable cost and expense (Seller recognizing that all such permits and approvals are to Seller' s benefit as well). Seller shall not be required to incur any costs other than those associated with attending such meetings. Purchaser agrees to provide Seller with copies of its development plans and any concept plans, as they may be amended or revised during the permitting process, for Seller's review and approval, such approval not to be unreasonably withheld, delayed or conditioned. Seller's approval to any such development plans shall be deemed granted if Seller has not responded to a request for approval within twenty (20) business days from the date of Purchaser's submission to

Seller. In the event this permit and approval condition is not satisfied by the Zoning Contingency Expiration Date, and provided Purchaser is using diligent good faith efforts to satisfy same, Purchaser shall have the right to extend that deadline by up to an additional ninety (90) days by written notice of extension to Seller, in which event the Zoning Contingency Expiration Date shall be extended to include such 90 day period. If Purchaser for any reason has not obtained all required local, state and federal permits and approvals, including, without limitation site plan approval, and expiration of all applicable appeal periods with no appeal having been made, by the Zoning Contingency Expiration Date, then Purchaser may terminate this Agreement by written notice to Seller within such period (as it may be extended), whereupon the refundable portion of the Deposit shall returned to Purchaser and this Agreement shall be of no further force and effect.

7. Purchaser's Financial Capacity. Purchaser shall provide to Seller by on or before fifteen (15) days after the Contract Date with documentation reasonably satisfactory to Seller regarding Purchaser's financial capability to pay the Purchase Price and fund the cost of construction as contemplated in this Agreement. If Seller is not reasonably satisfied with Purchaser's evidence of financial capability, then Seller shall have the right to terminate this Agreement, whereupon the Deposit shall be returned to Purchaser and all obligations of the parties hereunder shall cease and neither party shall have any claim against the other by reason of this Agreement, except with respect to any provision hereof that expressly survives the termination of this Agreement.

8. Seller's Authority to Convey; Release of Right of First Refusal.

(a). Seller's obligations under this Agreement are subject and conditioned upon Seller (i) obtaining the consent and approval of the transaction described herein from the members of its Lodge (the "Members' Approval"), and (ii) the Elks Club's Grand Lodge ("the Grand Lodge Approval") (collectively the "Lodge Approvals"). Seller agrees to seek to obtain the Members' Approval within sixty (60) days from the Contract Date and agrees to seek to obtain Grand Lodge Approval within ninety (90) days from Contract Date, provided however that Seller shall have the option by notice to Purchaser to extend each of the Lodge Approval deadlines by up to thirty (30) additional days if it determines such extension to be necessary. If both Lodge Approvals are not obtained within ninety (90) days from the Contract Date (or within such longer period as Seller shall elect as set forth above), Seller and Purchaser shall have the right at any time thereafter to terminate this Agreement, whereupon the Deposit shall be immediately returned to Purchaser and all obligations of the parties hereunder shall cease and neither party shall have any claim against the other by reason of this Agreement, except with respect to any provision hereof that expressly survives the termination of this Agreement.

(b). Seller's obligations under this Agreement are also subject to and conditioned upon Seller obtaining from UNUM a release of its Right of First Refusal (the "UNUM

Release") within sixty (60) days from the Contract Date. If such Right of First Refusal is not obtained within such 60 day period, Seller and Purchaser shall have the right at any time thereafter to terminate this Agreement, whereupon the Deposit shall be immediately returned to Purchase and all obligations of the parties hereunder shall cease and neither party shall have any claim against the other by reason of this Agreement, except with respect to any provision hereof that expressly survives the termination of this Agreement.

(c). Intentionally Omitted.

9. Time for Performance; Delivery of Deed. The transfer of title (the "Closing") shall take place on a date that is thirty (30) days after the Zoning Contingency Expiration Date at ten a.m. at the offices of Murray, Plumb & Murray or at such other place as shall be mutually agreed to by Purchaser and Seller, unless extended as provided herein. TIME IS OF THE ESSENCE.

10. Use of Purchase Money to Clear Title. To enable the Seller to make conveyance as herein provided, the Seller may at the time of delivery of the Deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of the Deed.

11. Possession and Condition of Property. Full possession of the Property (subject to Seller's retained ownership and rights set forth herein, including, without limitation, under any condominium documents) free of all tenants and occupants (except for Seller and its members, employees, affiliates and the like) is to be delivered at Closing.

12. Representations.

(a) Seller represents, covenants and warrants to and agrees with Purchaser as follows:

(1) Seller is the current owner of the Property, and except for the approvals and releases that must be obtained as provided herein (including, without limitation, member approval) and to which its obligations hereunder are subject, has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder, and the execution and delivery of this Agreement and the performance by Seller of its obligations hereunder will not conflict with, or result in breach of any regulation, order, judgment, injunction or decree of any court or governmental authority or any agreement or instrument to which Seller is a party or by which it is bound.

(2) There are no tenancies, occupancies or licenses affecting the Property, except as set forth explicitly in this Agreement.

(3) Intentionally Omitted.

(4) No work has been done on the Property which could give rise to any liens on the Property, except those for which Seller intends to pay in the ordinary course of business and no contracts are outstanding or in effect with respect to the doing of any such work except those for which Seller intends to pay in the ordinary course of business.

(5) To the best of Seller's knowledge there is no notice, suit, order, decree, claim, writ, injunction, or judgment relating to material violations of any laws, ordinances, codes, regulations or other requirements with respect to the Property (or any portion thereof) in, of or by any court or governmental authority having jurisdiction.

(6) To the best of Seller's knowledge there is no condemnation proceeding pending or threatened against any portion of the Property.

(7) During the period of Seller's ownership and to the best of Seller's knowledge prior to its ownership of the Property, there has been no leakage, seepage or other release or discharge of any hazardous waste or matter, toxic substance, pesticide or petroleum product or derivative on the Property. The Property has not been used during Seller's ownership, or to Seller's knowledge during any prior period of ownership, for the storage, collection or depositing, whether intentional or unintentional, of any hazardous waste, toxic substance, pesticide or petroleum product or derivative, except for an underground storage tank or to the extent oil or gas products have been stored for heating, cooking or other use by Seller. There are no underground storage tanks located at the Property that have not been removed or filled and Seller is not aware of any underground storage tanks at the Property placed there by Seller or anyone else that have not been removed or filled. If the existing underground storage tank(s) must be removed for any reason, Purchaser shall remove the tank at its cost and expense, but the cost of such removal shall be included in Purchaser's Improvement Credit.

(b) Purchaser represents, covenants and warrants to and agrees with Seller that Purchaser has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder, and the execution and delivery of this Agreement and the performance by Purchaser of its obligations hereunder (i) have been duly authorized by all requisite organizational action; and (ii) will not conflict with, or result in a breach of, any of the terms, covenants and provisions of the by-laws or articles of

organization of Purchaser or any law or any regulation, order, judgment, writ, injunction or decree of any court or governmental authority, or any agreement or instrument to which Purchaser is a party or by which it is bound.

13. Affirmative Covenants of Seller. Seller agrees, pending closing, that:

(a) Unless disputed by Seller, Seller shall pay, when due, all taxes and assessments of every type or nature levied or assessed against the Property of which Seller has actual notice, and unless disputed by Seller, any claim, lien or encumbrance of which Seller has actual notice against the Property that might materially affect Seller's ability to fulfill its obligations hereunder. To the extent Seller disputes such a tax, assessment, claim, lien or encumbrance, Seller agrees to take reasonable steps to contest the same.

(b) Seller (i) shall not commit or suffer waste and (ii) shall comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and will not suffer or permit any violation thereof.

14. Broker's Commissions. If this transaction closes, Seller shall be responsible for the payment of a brokerage commission to Malone Commercial Brokers. Seller shall have no obligation to make any payment to the The Boulos Company which Purchaser agrees shall obtain any commission which it may claim solely from Malone Commercial Brokers. If either Seller or Purchaser have employed or engaged any other broker or agent in connection with this transaction or have incurred any other obligation, contingent or otherwise, for a broker's or finder's fee with respect to the matters provided for in this Agreement, the party incurring any such obligation shall be solely responsible therefor. Each party agrees to indemnify and hold the other party harmless from and against any and all costs, expenses, claims, losses or damages, including reasonable attorneys and paralegal fees, resulting from a violation of the representations, warranties and covenants set forth in this Section and this agreement to indemnify and hold harmless shall survive the Closing hereunder, or if the Closing does not occur, the termination of this Agreement.

15. Default.

(a) If Purchaser fails to perform its obligations as set forth in this Agreement, then Seller as its sole remedy at law or in equity shall be entitled to retain the Deposit as liquidated damages as a result of such failure to perform and this Agreement shall be deemed terminated. Purchaser acknowledges that Seller's damages because of Purchaser's failure to perform are difficult to ascertain and agree that the amount of the Deposit represents a reasonable estimate of the minimum amount of Seller's damages as a result thereof.

(b) If Seller fails to perform its obligations as set forth in this Agreement, Purchaser shall, in addition to its remedies in equity to which it is otherwise limited (including the right to specific performance), be entitled to receive the Deposit together with reimbursement for expenses incurred by Purchaser in obtaining the reports referred to in Paragraph 5 which shall not exceed $5,000. Except for such reimbursement for expenses which shall not exceed $5,000, Purchaser shall not be entitled to any damages of any kind whatsoever.

(c) In the event either Purchaser or Seller is alleged to have failed to perform its obligations hereunder, the party so claiming shall give notice in writing to the allegedly breaching party and the party shall have ten (10) days following the receipt of such notice in which to cure the alleged breach.

16. Purchaser's Conditions. The obligation of Purchaser to close under this Agreement is subject to the following conditions precedent:

(a) The representations and warranties of Seller shall be materially true in all respects, and Seller shall so certify, unless an event has occurred which makes such representation untrue, in which case Seller shall give notice of the same to Purchaser prior to closing.

(b) Seller shall have performed and complied with all the terms and conditions required by this Agreement to be performed and complied with by Seller at or prior to Closing.

17. Notice. Whenever notice is given or required to be given by either of the parties hereto to the other, it shall be deemed to have been given if in writing and mailed by certified or registered mail, return receipt requested, postage prepaid, or hand delivered, addressed to the parties at the address set forth in the first paragraph above or to such other address(es) as either party shall have last designated by like notice in writing. Copies of all notices to Purchaser shall be sent to Murray, Plumb & Murray, 75 Pearl Street, Portland, Maine 04101, Attention: Drew A. Anderson, Esq. Copies of all notices to Seller shall be sent to Exalted Ruler Timothy Smith, Elk's Lodge, Portland Lodge 188, 1945 Congress Street, Portland, Maine 04103, with a copy to counsel, William H. Leete, Jr., Esq., Leete & Lemieux, P.A., P.O. Box 7740, Portland, Maine 04112. All notices shall be effective upon hand delivery, receipt or two (2) business days after date of mailing, whichever first occurs. The respective attorneys for the parties are authorized to give and receive notices with the same effect as if given or received by the parties hereto.

18. Further Assurances. The parties agree that up to and after the date of Closing, they shall do such things and execute, acknowledge and deliver any and all

additional instruments, documents and materials as either party may reasonably request to fully effectuate the purposes of this Agreement.

19. Construction of Agreement. This instrument, executed in duplicate, is to be construed as a Maine contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Seller and Purchaser. If two or more persons are named herein as Purchaser and Seller their obligations hereunder shall be joint and several. The captions are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it. This Agreement may not be recorded by Purchaser, and any such recording shall be deemed to automatically terminate this Agreement.

20. Risk of Loss. The risk of loss shall remain on Seller at all times until closing except for loss or damage to the extent either caused by or arising from the act or omission of Purchaser, its members, managers, officers, agents, subcontractors or employees.

21. Miscellaneous

(a) Seller and Purchaser shall each pay their portion of the Maine State Transfer Tax.

(b) Seller hereby certifies that Seller is a resident of the State of Maine. Seller hereby acknowledges Purchaser's requirement to withhold 2½% of the purchase price pursuant to 36 M.R.S.A. §5250-A if Seller is not a resident of the State of Maine, unless Seller presents to Purchaser at closing a Certificate of Exemption or Certificate of Reduction from the State of Maine Bureau of Taxation.

(c) By signing this Contract, Purchaser acknowledges that Purchaser has been notified of the State of Maine's withholding tax requirement pursuant to 36 M.R.S.A. §5250-A.

(d) Seller hereby certifies that Seller is a resident of the United States of America and is not subject to the 10% withholding tax imposed upon "foreign persons" by Section 1445(a) of the Internal Revenue Code of 1954.

(e) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors in interest and assigns. Purchaser shall be entitled to assign its right, title and interest herein to any limited liability company, partnership or other entity, whether now existing or hereafter

formed, controlled by, controlling or under common control with Purchaser or its principals. Any assignee shall expressly assume all of Purchaser's duties, obligations and liabilities hereunder. No such assignment shall release the named Purchaser from its obligations hereunder.

(f) It is understood and agreed that all understandings, agreements, warranties or representations, either oral or in writing, including without limitation any letters of intent or prior agreements, heretofore between the parties hereto are merged in and superseded by this Agreement, which document alone fully and completely expresses the parties' agreement with respect to the transactions covered hereby. This Agreement may not be modified in any manner except by a subsequent instrument in writing signed by Seller and Purchaser.

(g) This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall constitute but one and the same instrument.

(h) If the date for performance of any obligation hereunder, or the giving of any notice hereunder, falls on a Saturday, Sunday or a legal holiday in the State of Maine, the period for such performance, or the giving of any notice hereunder, shall be extended to the next business day.

(i) This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Maine.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement as a sealed instrument as of the date set forth below their respective signatures, to be effective as of the Contract Date.

SELLER:
Portland Lodge No. 188, of the Benevolent and Protective Order of Elks of the United States of America

Dated: June 9, 2014

By: Exalted Ruler
Trustee Chair
_____, _____

PURCHASER:
Northland Enterprises, LLC

Dated: June 11th 2014

By: _____
DH Benthien, Manager

_____
Dr. Michael Bedecs

ACKNOWLEDGEMENT

The undersigned acknowledges receipt of the $100,000.00 Deposit and a copy of this Agreement and agrees to hold, account for and deliver the Deposit in accordance with the terms of this Agreement.

Malone Commercial Brokers

By: _____
_____, _____

FIRST AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

This Amendment to Purchase and Sale Agreement ("First Amendment") is dated as of August ___, 2014 by and between Portland Lodge No. 188, of the Benevolent and Protective Order of Elks of the United States of America (collectively "Seller"), having a place of business at 1945 Congress Street, Portland, Maine and Dr. Michael Bedecs, having a place of business at 1375 Congress Street, Portland, Maine and Northland Enterprises, LLC, and/or its assigns, having a place of business at 17 South Street, 3rd floor, Portland, Maine ("Buyer").

R E C I T A L S

WHEREAS, Seller and Buyer entered into a certain Purchase and Sale Agreement dated as of June 11, 2014, (the "Purchase Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Paragraph 5.1 of the Purchase Agreement "Seller and Purchaser Additional Contingencies" is hereby amended so that the "Additional Contingencies Expiration Date" is hereby extended, up to and including September 30, 2014 and Buyer and Seller shall have until September 30, 2014 to agree upon all matters listed in Paragraph 5.1 or to exercise their right to terminate as set forth more fully in Paragraph 5.1.

2. The Purchase Agreement shall remain in full force and effect, except as expressly amended hereby. Without limiting the general nature of the foregoing, any paragraphs of the Purchase Agreement amended by this First Amendment, shall remain unchanged, except for the expressly stated amendments contained herein.

IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the date first set forth above.

SELLER:

Portland Lodge No. 188, of the Benevolent
and Protective Order of Elks of the United
States of America

By: _____
Name: Timothy Smith
Title: Exalted Ruler

BUYER:

Northland Enterprises, LLC

By: _____
Name: _____
Title: _____

_____
Dr. Michael Bedecs

SECOND AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

This Amendment to Purchase and Sale Agreement ("Second Amendment") is dated as of September 25, 2014 by and between Portland Lodge No. 188, of the Benevolent and Protective Order of Elks of the United States of America (collectively "Seller"), having a place of business at 1945 Congress Street, Portland, Maine and Dr. Michael Bedecs, having a place of business at 1375 Congress Street, Portland, Maine and Northland Enterprises, LLC, and/or its assigns, having a place of business at 17 South Street, 3rd floor, Portland, Maine ("Buyer").

RECITALS

WHEREAS, Seller and Buyer entered into a certain Purchase and Sale Agreement dated as of June 11, 2014, (the "Purchase Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Paragraph 5.1 of the Purchase Agreement "Seller and Purchaser Additional Contingencies" is hereby amended so that the "Additional Contingencies Expiration Date" is hereby extended, up to and including November 8, 2014 and Buyer and Seller shall have until November 8, 2014 to agree upon all matters listed in Paragraph 5.1 or to exercise their right to terminate as set forth more fully in Paragraph 5.1.

2. Buyer and Seller agree that Seller has obtained Member approval and that the deadline for Seller to obtain Grand Lodge approval has been extended to October 9, 2014.

2. The Purchase Agreement shall remain in full force and effect, except as expressly amended hereby. Without limiting the general nature of the foregoing, any paragraphs of the Purchase Agreement amended by this Second Amendment, shall remain unchanged, except for the expressly stated amendments contained herein.

IN WITNESS WHEREOF, Seller and Buyer have executed this Second Amendment as of the date first set forth above.

SELLER:

Portland Lodge No. 188, of the Benevolent and Protective Order of Elks of the United States of America

By: _____
Name: Timothy Smith
Title: Exalted Ruler

BUYER:

Northland Enterprises, LLC

By: _____

Name: Rex Beck

Title: Partner

9/22/14

_____ 9/23/14

Dr. Michael Bedecs

THIRD AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

This Amendment to Purchase and Sale Agreement ("Third Amendment") is dated as of November 7, 2014, by and between Portland Lodge No. 188, of the Benevolent and Protective Order of Elks of the United States of America (collectively "Seller"), having a place of business at 1945 Congress Street, Portland, Maine and Dr. Michael Bedecs, having a place of business at 1375 Congress Street, Portland, Maine and Northland Enterprises, LLC, and/or its assigns, having a place of business at 17 South Street, 3rd floor, Portland, Maine (collectively "Buyer").

RECITALS

WHEREAS, Seller and Buyer entered into a certain Purchase and Sale Agreement dated as of June 11, 2014, as amended by that certain First Amendment dated August 5, 2014, and that certain Second Amendment dated September 22, 2014 (hereinafter the "Purchase Agreement").

WHEREAS, the parties wish to extend the date for certain contingencies under the Purchase Agreement to permit adequate time to complete them.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Paragraph 5.1 of the Purchase Agreement "Seller and Purchaser Additional Contingencies" is hereby amended so that the "Additional Contingencies Expiration Date" is hereby extended, up to and including November 25, 2014 and Buyer and Seller shall have until November 25, 2014 to agree upon all matters listed in Paragraph 5.1 or to exercise their right to terminate the Purchase Agreement as set forth more fully in Paragraph 5.1.

2. The Purchase Agreement shall remain in full force and effect, except as expressly amended hereby. Without limiting the general nature of the foregoing, any paragraphs of the Purchase Agreement amended by this Third Amendment, shall remain unchanged, except for the expressly stated amendments contained herein.

IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the date first set forth above.

SELLER:

Portland Lodge No. 188, of the Benevolent and Protective Order of Elks of the United States of America

By: _____
Name: Timothy Smith
Title: Exalted Ruler

BUYER:

Northland Enterprises, LLC

By: _____

Name: JOSH BENTHIEN

Title: MEMBER

_____

Dr. Michael Bedecs

FOURTH AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

This Amendment to Purchase and Sale Agreement ("Fourth Amendment") is dated as of November 24, 2014, by and between Portland Lodge No. 188, of the Benevolent and Protective Order of Elks of the United States of America (collectively "Seller"), having a place of business at 1945 Congress Street, Portland, Maine and Dr. Michael Bedecs, having a place of business at 1375 Congress Street, Portland, Maine and Northland Enterprises, LLC, and/or its assigns, having a place of business at 17 South Street, 3rd floor, Portland, Maine (collectively "Buyer").

RECITALS

WHEREAS, Seller and Buyer entered into a certain Purchase and Sale Agreement dated as of June 11, 2014, as amended by that certain First Amendment dated August 5, 2014, that certain Second Amendment dated September 22, 2014, and that certain Third Amendment dated November 7, 2014 (hereinafter the "Purchase Agreement").

WHEREAS, the parties wish to extend the date for certain contingencies under the Purchase Agreement to permit adequate time to complete them.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Paragraph 5.1 of the Purchase Agreement "Seller and Purchaser Additional Contingencies" is hereby amended so that the "Additional Contingencies Expiration Date" is hereby extended, up to and including December 4, 2014 and Buyer and Seller shall have until December 4, 2014 to agree upon all matters listed in Paragraph 5.1 or to exercise their right to terminate the Purchase Agreement as set forth more fully in Paragraph 5.1.

2. Future extensions of deadlines contained in the Purchase Agreement, including, without limitation, with respect to the "Additional Contingencies Expiration Date," may be agreed upon by the attorneys for the parties (Drew Anderson for Buyer, William H. Leete, Jr. for Seller) by electronic mail, and any such extension agreement shall be binding on Buyer and Seller.

3. The Purchase Agreement shall remain in full force and effect, except as expressly amended hereby. Without limiting the general nature of the foregoing, any paragraphs of the Purchase Agreement amended by this Fourth Amendment, shall remain unchanged, except for the expressly stated amendments contained herein.

IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the date first set forth above.

SELLER:

Portland Lodge No. 188, of the Benevolent and Protective Order of Elks of the United States of America

By: _____
Name: Timothy Smith
Title: Exalted Ruler

BUYER:

Northland Enterprises, LLC

By: _____
Name: Rex Bell
Title: Partner

_____
Dr. Michael Bedecs

FIFTH AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

This Amendment to Purchase and Sale Agreement ("Fifth Amendment") is dated as of December 4, 2014, by and between Portland Lodge No. 188, of the Benevolent and Protective Order of Elks of the United States of America (collectively "Seller"), having a place of business at 1945 Congress Street, Portland, Maine and Dr. Michael Bedecs, having a place of business at 1375 Congress Street, Portland, Maine and Northland Enterprises, LLC, and/or its assigns, having a place of business at 17 South Street, 3rd floor, Portland, Maine (collectively "Buyer").

RECITALS

WHEREAS, Seller and Buyer entered into a certain Purchase and Sale Agreement dated as of June 11, 2014, as amended by that certain First Amendment dated August 5, 2014, that certain Second Amendment dated September 22, 2014, that certain Third Amendment dated November 7, 2014 and that Fourth Amendment dated November 24, 2014 (hereinafter the "Purchase Agreement").

WHEREAS, the parties wish to extend the date for certain contingencies under the Purchase Agreement to permit adequate time to complete them.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree to amend the Purchase Agreement as follows:

1. Paragraph 5.1 of the Purchase Agreement "Seller and Purchaser Additional Contingencies" is hereby amended so that the "Additional Contingencies Expiration Date" is hereby extended as follows:

    a. the "Additional Contingencies Expiration Date" is hereby extended, up to and including December 19, 2014 with respect to all matters listed in Paragraph 5.1 except for the matters described in Paragraph 5.1(1) and Buyer and Seller shall have until December 19, 2014 to agree upon all matters listed in Paragraph 5.1 (except for the matters described in Paragraph 5.1(1) which shall have a later date and are addressed below) or to exercise their right to terminate the Purchase Agreement as set forth more fully in Paragraph 5.1.

    b. the "Additional Contingencies Expiration Date" is hereby extended, up to and including December 31, 2014 with respect to all matters described in Paragraph 5.1(1) including all matters relating to the specifications of, and the work to be performed with respect to, the code compliant exterior wall and façade listed in Paragraph 1(b) of the Purchase Agreement as well as the specific configuration of the Seller's Retained Building, including the location of the end of Seller's Retained Building, and including agreement on plans drafted with respect to such work (all of which hereinafter is referred to as the "Building Specification Contingency") and Buyer and Seller shall have until December 31, 2014 to agree upon all matters relating to the Building

Specification Contingency or to exercise their right to terminate the Purchase Agreement as set forth more fully in Paragraph 5.1.

2. Buyer and Seller have authorized extensions of deadlines contained in the Purchase Agreement, including, without limitation, with respect to the "Additional Contingencies Expiration Date," to be agreed upon by the attorneys for the parties (Drew Anderson for Buyer, William H. Leete, Jr. for Seller) by electronic mail, and accordingly this Fifth Amendment has been agreed upon and shall be executed by the attorneys for Buyer and Seller pursuant to such authorization.

3. The Purchase Agreement shall remain in full force and effect, except as expressly amended hereby. Without limiting the general nature of the foregoing, any paragraphs of the Purchase Agreement amended by this Fifth Amendment, shall remain unchanged, except for the expressly stated amendments contained herein.

IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the date first set forth above.

SELLER:

Portland Lodge No. 188, of the Benevolent and Protective Order of Elks of the United States of America

By: _____
Name: William H. Leete, Jr., Esq.
Title: Its Attorney

BUYER:

Northland Enterprises, LLC and Dr. Michael Bedecs

By: _____
Name: Drew A. Anderson, Esq.
Title: Its Attorney

SIXTH AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

This Sixth Amendment to Purchase and Sale Agreement ("Sixth Amendment") is dated as of December 18, 2014, by and between Portland Lodge No. 188, of the Benevolent and Protective Order of Elks of the United States of America (collectively "Seller"), having a place of business at 1945 Congress Street, Portland, Maine and Dr. Michael Bedecs, having a place of business at 1375 Congress Street, Portland, Maine and Northland Enterprises, LLC, and/or its assigns, having a place of business at 17 South Street, 3rd floor, Portland, Maine (collectively "Buyer").

RECITALS

WHEREAS, Seller and Buyer entered into a certain Purchase and Sale Agreement dated as of June 11, 2014, as amended by that certain First Amendment dated August 5, 2014, that certain Second Amendment dated September 22, 2014, that certain Third Amendment dated November 7, 2014, that certain Fourth Amendment dated November 24, 2014 and that certain Fifth Amendment dated December 4, 2014 (hereinafter the "Purchase Agreement").

WHEREAS, the parties wish to further extend the date for certain contingencies under the Purchase Agreement to permit adequate time to complete them.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Paragraph 5.1 of the Purchase Agreement "Seller and Purchaser Additional Contingencies" is hereby amended so that the "Additional Contingencies Expiration Date" is hereby extended, up to and including January 9, 2015 and Buyer and Seller shall have until January 9, 2015 to agree upon all matters listed in Paragraph 5.1 or to exercise their right to terminate the Purchase Agreement as set forth more fully in Paragraph 5.1.

2. Buyer and Seller have authorized extensions of deadlines contained in the Purchase Agreement, including, without limitation, with respect to the "Additional Contingencies Expiration Date," to be agreed upon by the attorneys for the parties (Drew Anderson for Buyer, William H. Leete, Jr. for Seller) by electronic mail, and accordingly this Sixth Amendment has been agreed upon and shall be executed by the attorneys for Buyer and Seller pursuant to such authorization.

3. The Purchase Agreement shall remain in full force and effect, except as expressly amended hereby. Without limiting the general nature of the foregoing, any paragraphs of the Purchase Agreement amended by this Sixth Amendment, shall remain unchanged, except for the expressly stated amendments contained herein.

IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the date first set forth above.

SELLER:

Portland Lodge No. 188, of the Benevolent and Protective Order of Elks of the United States of America

By: _____
Name: William H. Leete, Jr., Esq.
Title: Its Attorney

BUYER:

Northland Enterprises, LLC and Dr. Michael Bedecs

By: _____
Name: Drew A. Anderson, Esq.
Title: Its Attorney

SEVENTH AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

This Seventh Amendment to Purchase and Sale Agreement ("Seventh Amendment") is dated as of January 8, 2015, by and between Portland Lodge No. 188, of the Benevolent and Protective Order of Elks of the United States of America (collectively "Seller"), having a place of business at 1945 Congress Street, Portland, Maine and Dr. Michael Bedecs, having a place of business at 1375 Congress Street, Portland, Maine and Northland Enterprises, LLC, and/or its assigns, having a place of business at 17 South Street, 3rd floor, Portland, Maine (collectively "Buyer").

RECITALS

WHEREAS, Seller and Buyer entered into a certain Purchase and Sale Agreement dated as of June 11, 2014, as amended by that certain First Amendment dated August 5, 2014, that certain Second Amendment dated September 22, 2014, that certain Third Amendment dated November 7, 2014, that certain Fourth Amendment dated November 24, 2014, that certain Fifth Amendment dated December 4, 2014, and that certain Sixth Amendment dated December 18, 2014 (hereinafter the "Purchase Agreement").

WHEREAS, the parties wish to further extend the date for certain contingencies under the Purchase Agreement to permit adequate time to complete them.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Paragraph 5.1 of the Purchase Agreement "Seller and Purchaser Additional Contingencies" is hereby amended so that the "Additional Contingencies Expiration Date" is hereby extended, up to and including January 23, 2015 and Buyer and Seller shall have until January 23, 2015 to agree upon all matters listed in Paragraph 5.1 or to exercise their right to terminate the Purchase Agreement as set forth more fully in Paragraph 5.1.

2. Buyer and Seller have authorized extensions of deadlines contained in the Purchase Agreement, including, without limitation, with respect to the "Additional Contingencies Expiration Date," to be agreed upon by the attorneys for the parties (Drew Anderson for Buyer, William H. Leete, Jr. for Seller) by electronic mail, and accordingly this Seventh Amendment has been agreed upon and shall be executed by the attorneys for Buyer and Seller pursuant to such authorization.

3. The Purchase Agreement shall remain in full force and effect, except as expressly amended hereby. Without limiting the general nature of the foregoing, any paragraphs of the Purchase Agreement amended by this Seventh Amendment, shall remain unchanged, except for the expressly stated amendments contained herein.

IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the date first set forth above.

SELLER:

Portland Lodge No. 188, of the Benevolent and Protective Order of Elks of the United States of America

By: _____
Name: William H. Lecte, Jr., Esq.
Title: Its Attorney

BUYER:

Northland Enterprises, LLC and Dr. Michael Bedecs

By: _____
Name: Drew A. Anderson, Esq.
Title: Its Attorney

EIGHTH AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

This Eighth Amendment to Purchase and Sale Agreement ("Eighth Amendment") is dated as of January 20, 2015, by and between Portland Lodge No. 188, of the Benevolent and Protective Order of Elks of the United States of America (collectively "Seller"), having a place of business at 1945 Congress Street, Portland, Maine and Dr. Michael Bedecs, having a place of business at 1375 Congress Street, Portland, Maine and Northland Enterprises, LLC, and/or its assigns, having a place of business at 17 South Street, 3rd floor, Portland, Maine (collectively "Buyer").

RECITALS

WHEREAS, Seller and Buyer entered into a certain Purchase and Sale Agreement dated as of June 11, 2014, as amended by that certain First Amendment dated August 5, 2014, that certain Second Amendment dated September 22, 2014, that certain Third Amendment dated November 7, 2014, that certain Fourth Amendment dated November 24, 2014, that certain Fifth Amendment dated December 4, 2014, that certain Sixth Amendment dated December 18, 2014, and that certain Seventh Amendment dated January 8, 2015 (hereinafter the "Purchase Agreement").

WHEREAS, the parties wish to further extend the date for certain contingencies under the Purchase Agreement to permit adequate time to complete them.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Paragraph 5.1 of the Purchase Agreement "Seller and Purchaser Additional Contingencies" is hereby amended so that the "Additional Contingencies Expiration Date" is hereby extended, up to and including January 30, 2015 and Buyer and Seller shall have until January 30, 2015 to agree upon all matters listed in Paragraph 5.1 or to exercise their right to terminate the Purchase Agreement as set forth more fully in Paragraph 5.1.

2. Buyer and Seller have authorized extensions of deadlines contained in the Purchase Agreement, including, without limitation, with respect to the "Additional Contingencies Expiration Date," to be agreed upon by the attorneys for the parties (Drew Anderson for Buyer, William H. Leete, Jr. for Seller) by electronic mail, and accordingly this Eighth Amendment has been agreed upon and shall be executed by the attorneys for Buyer and Seller pursuant to such authorization.

3. The Purchase Agreement shall remain in full force and effect, except as expressly amended hereby. Without limiting the general nature of the foregoing, any paragraphs of the Purchase Agreement amended by this Eighth Amendment, shall remain unchanged, except for the expressly stated amendments contained herein.

IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the date first set forth above.

SELLER:

Portland Lodge No. 188, of the Benevolent and Protective Order of Elks of the United States of America

By: _____
Name: William H. Leete, Jr., Esq.
Title: Its Attorney

BUYER:

Northland Enterprises, LLC and Dr. Michael Bedecs

By: _____
Name: Drew A. Anderson, Esq.
Title: Its Attorney

NINTH AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

This Ninth Amendment to Purchase and Sale Agreement ("Ninth Amendment") is dated as of January 30, 2015, by and between Portland Lodge No. 188, of the Benevolent and Protective Order of Elks of the United States of America (collectively "Seller"), having a place of business at 1945 Congress Street, Portland, Maine and Dr. Michael Bedecs, having a place of business at 1375 Congress Street, Portland, Maine and Northland Enterprises, LLC, and/or its assigns, having a place of business at 17 South Street, 3rd floor, Portland, Maine (collectively "Buyer").

RECITALS

WHEREAS, Seller and Buyer entered into a certain Purchase and Sale Agreement dated as of June 11, 2014, as amended by that certain First Amendment dated August 5, 2014, that certain Second Amendment dated September 22, 2014, that certain Third Amendment dated November 7, 2014, that certain Fourth Amendment dated November 24, 2014, that certain Fifth Amendment dated December 4, 2014, that certain Sixth Amendment dated December 18, 2014, that certain Seventh Amendment dated January 8, 2015, and that certain Eighth Amendment dated January 20, 2015 (hereinafter the "Purchase Agreement").

WHEREAS, the parties wish to further extend the date for certain contingencies under the Purchase Agreement to permit adequate time to complete them.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Paragraph 5.1 of the Purchase Agreement "Seller and Purchaser Additional Contingencies" is hereby amended so that the "Additional Contingencies Expiration Date" is hereby extended, up to and including April 10, 2015 and Buyer and Seller shall have until April 10, 2015 to agree upon all matters listed in Paragraph 5.1 or to exercise their right to terminate the Purchase Agreement as set forth more fully in Paragraph 5.1.

2. Buyer and Seller have authorized extensions of deadlines contained in the Purchase Agreement, including, without limitation, with respect to the "Additional Contingencies Expiration Date," to be agreed upon by the attorneys for the parties (Drew Anderson for Buyer, William H. Leete, Jr. for Seller) by electronic mail, and accordingly this Ninth Amendment has been agreed upon and shall be executed by the attorneys for Buyer and Seller pursuant to such authorization.

3. The Purchase Agreement shall remain in full force and effect, except as expressly amended hereby. Without limiting the general nature of the foregoing, any paragraphs of the Purchase Agreement amended by this Ninth Amendment, shall remain unchanged, except for the expressly stated amendments contained herein.

IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the date first set forth above.

SELLER:

Portland Lodge No. 188, of the Benevolent and Protective Order of Elks of the United States of America

By: _____
Name: William H. Leete, Jr., Esq.
Title: Its Attorney

BUYER:

Northland Enterprises, LLC and Dr. Michael Bedecs

By: _____
Name: Drew A. Anderson, Esq.
Title: Its Attorney

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TENTH AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

This Amendment to Purchase and Sale Agreement ("Tenth Amendment") is dated as of April __, 2015, by and between Portland Lodge No. 188, of the Benevolent and Protective Order of Elks of the United States of America (collectively "Seller"), having a place of business at 1945 Congress Street, Portland, Maine and Dr. Michael Bedecs, having a place of business at 1375 Congress Street, Portland, Maine and Northland Enterprises, LLC, and/or its assigns, having a place of business at 17 South Street, 3rd floor, Portland, Maine (collectively "Buyer").

RECITALS

WHEREAS, Seller and Buyer entered into a certain Purchase and Sale Agreement dated as of June 11, 2014, as amended by that certain First Amendment dated August 5, 2014, that certain Second Amendment dated September 22, 2014, Third Amendment dated November 7, 2014, Fourth Amendment dated November 24, 2014, Fifth Amendment dated December 4, 2014, Sixth Amendment dated December 18, 2014, Seventh Amendment dated January 8, 2015, Eighth Amendment dated January 20, 2015, and Ninth Amendment dated January 30, 2015 (hereinafter the "Purchase Agreement"); and

WHEREAS, Seller and Buyer acknowledge and agree that there are certain outstanding contingencies with respect to title, and the zoning and land use contingency set forth in Section 6 of the Purchase Agreement, and certain of the Seller and Purchaser Additional Contingencies set forth in Section 5.1 of the Purchase Agreement as further described in this Amendment; and

WHEREAS, Seller and Buyer wish to confirm Buyer's exercise of it right to extend the Zoning Contingency Expiration Date by 90 days as provided in Section 6 of the Purchase Agreement;

WHEREAS, Seller and Buyer have agreed upon certain of the Seller and Purchaser Additional Contingencies as set forth in Section 5.1(2), (3), (4) and (6) as set forth herein.

WHEREAS, Seller and Buyer wish to extend the date upon which the Seller and Purchaser Additional Contingencies set forth in Section 5.1 (1) and (5) and related matters shall be satisfied and make the Additional Contingencies Expiration Date with respect to those contingencies contemporaneous with the Zoning Contingency Expiration Date;

WHEREAS, Pursuant to paragraph 5.1 of the Purchase Agreement, "Seller and Purchaser Additional Contingencies", the parties have agreed upon extending certain of the Additional Contingencies, and wish to memorialize those agreements in this Amendment; and

WHEREAS, Seller and Buyer acknowledge and agree that all contingency provisions and time periods set forth in the Purchase Agreement other than those set forth above or otherwise preserved under this agreement have expired and that neither Seller nor Buyer have any rights to terminate the Purchase Agreement pursuant thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Attached to and made a part of this Amendment are certain additional agreements of Buyer and Seller as follows:

a. Schedule A – Primary Components of Condominium Documents.
b. Schedule B – Work Schedule and Property Use.
c. Schedule C – Form of Right of First Refusal.

Seller and Buyer hereby acknowledge and agree that Schedules A, B and C need not be separately executed, that Buyer and Seller agree to their terms, and further that the signatures of Seller and Buyer on this Tenth Amendment are intended to be and shall be deemed to be effective as though Seller's and Buyer's signatures each appeared upon Schedules A, B and C, and further that such schedules shall be incorporated into this Tenth Amendment as though fully set forth.

Buyer and Seller further agree that Schedules A, B and C satisfy the Additional Contingencies set forth in subparagraphs 2, 3, 4 and 6 of Paragraph 5.1 of the Purchase Agreement and represent the agreement of the parties with respect to such Additional Contingencies.

2. Seller and Buyer confirm Buyer's election to extend the Zoning Contingency Expiration Date by ninety (90) days as provided in Section 6 of the Purchase Agreement, which Zoning Contingency Expiration Date is now June 22, 2015.

3. Seller and Buyer acknowledge and agree that the Seller and Purchaser Additional Contingencies set forth in Section 5.1 (1) (specifications and work to be performed on Seller's Retained Building) and (5) (number of parking spaces to be allocated to Seller) are very likely to be determined only in connection with, and as a part of, Buyer's zoning, permitting and approval process set forth in Section 6 of the Purchase Agreement. Therefore, the parties hereby amend the Purchase Agreement so that the Additional Contingencies Expiration Date with respect to the Section 5.1 (1) and (5) matters (the "Remaining 5.1 Matters") shall be the same as the Zoning Contingency Expiration Date, as extended and modified pursuant to this Amendment.

4. Seller and Buyer further agree that the "Remaining 5.1 Matters" shall be interpreted broadly as follows:

a) The matters to be agreed upon under Section 5.1(1) shall include all work to be performed with respect to the Elks' Building together with all work to be performed relating to the Building and the area surrounding the Building, including, without limitation the form and location of any sewer, water, or other utility connections in addition to the matters expressly set forth in 5.1(1) and other matters set forth in the Purchase Agreement.

b) The matters to be agreed upon under Section 5.1(5) shall include the total number, configuration, size, ownership, location, appearance and maintenance of parking spaces, in addition to the matters expressly set forth in 5.1(5) and other matters set forth in the Purchase Agreement.

Nothing in this paragraph is intended to, nor shall be deemed to, terminate or waive any rights either Seller or Buyer have to terminate the Purchase Agreement pursuant to Section 5.1.

5. Buyer agrees to keep Seller apprised of the process of obtaining approvals and shall promptly notify Seller's counsel of any filings with the City of Portland, with any municipal agency or any court filing or appeal.

6. The Purchase Agreement shall remain in full force and effect, except as expressly amended hereby. Without limiting the general nature of the foregoing, any paragraphs of the Purchase Agreement amended by this Tenth Amendment, shall remain unchanged, except for the expressly stated amendments contained herein. Any capitalized terms not defined in this Amendment shall have the meaning given them in the Purchase Agreement.

IN WITNESS WHEREOF, Seller and Buyer have executed this Amendment as of the date first set forth above.

SELLER:

Portland Lodge No. 188, of the Benevolent and Protective Order of Elks of the United States of America

By: _____
Name: Timothy Smith
Title: Exalted Ruler

BUYER:

Northland Enterprises, LLC

By: _____
Name: Eric Bell
Title: Managing Member

_____
Dr. Michael Bedecs

Att. 9

188 Whitney Avenue
Portland, Maine 04102
January 30, 2015



Planning and Urban Development Department
City of Portland
389 Congress Street
Portland, Maine 04101

RE: Elks Club Property Zone Change Application, 1945 Congress Street

To Whom It May Concern:

I frequently travel outer Congress Street along the route of the Elks Club and the Portland Airport. It seems to me that a number of drivers using that route ignore the traffic laws that are in place along that section of the Stroudwater neighborhood.

If a change must be made in the zoning from R-2 to OP, I hope you would decide that a better plan would follow existing zoning already in place in Portland .

The area needs more opportunities for family housing units to help stop sprawl. The city is in desperate need of affordable housing for the middle class workers who work here and would like to be able to live in Portland.

I think the Stroudwater neighborhood and other residents of Portland deserve a safe thoroughfare through that outlying area of the city.

Very truly yours,
Margaret C. Doyle
(Mrs. Leonard F. Doyle)

>>> Paul Dubois <pdubois1915@yahoo.com> Saturday, January 24, 2015 10:00 PM >>>

Our property is a single family home abutting the Elks club property. After listening to the board, we feel strongly that the board should consider the Elk's application for a zoning change very carefully. We have a wonderful home in a residential area adjacent to Stroudwater Village and cannot begin to tell you how fantastic it is to live on outer Congress. We get to live in Portland but have off street parking. We have immediate access to the Stroudwater Trail, easy kayak access to the Fore River, Casco Bay and Stroudwater River. We have enough room for raised bed gardens and compost all our green waste on site. We have great access to the city bus system and the Jetport (literally walking distance). I can sit in my recliner and occasionally see deer that live in the area. Last year we were visited by a family of wild turkeys on a daily basis. My wife works 3 miles up Congress Street and I get to my job in 12 minutes every morning. The City's Comprehensive Plan directed the Board to facilitate new residential housing opportunities and I can't think of a better neighborhood to build a home. Changing the zoning for over 7 acres of potential housing is inconsistent with that mandate. The Elk's claim that they will never sell or in no possible scenario would they ever allow residential development on the property seems ridiculous especially in light of the fact that they have entered into several contract over that last few years to do just that. The reason they are asking for a zone change is to maximize the sale or development potential for their property. We all know that the financial potential of selling or developing commercial property far out ways that of residential ,this is why the City's Comprehensive Plan had to address the matter specifically. If the Elks want to further develop their property then they can do so by providing up to 14 new fantastic housing lots. Their contention that residential homes cannot be near the Elk's property (because they sell alcohol) falls flat on our ears. We have lived here and raised our children here with no negative impacts from the private and locked club. If the Board approves this application then we will never get to know if in fact the Elks will sell and move (opening up a wonderful opportunity for new housing for Portland). Even if they stay, there is a chance that future members will decide to sell several housing lots-the truth is that we don't know, and definitely the Elk's don't know, what a future membership will or won't do. The Elk's bought the property at a significant discount as compared to buying similar property in a commercial zone and they have reaped the benefits of lower valuation resulting in lower property taxes for all these years- they got what they paid for. If the Board approves this zoning change they will increase the value of the Elk's property substantially but only by devaluing the abutters properties-where is the fairness in that.

Having said all that, it seemed clear at the workshop that the board members were intent on going through with a zoning change even if it meant changing the text (once again for this property) of the zoning ordinance. We are extremely concerned about maintaining or creating the maximum buffer possible especially in light of the fact that we have a nonconforming lot with inadequate set backs all along the abutting property line. The Elks have been very poor at maintaining their property and despite our best efforts we have been unable to get them to do so (trees have actually fallen and damaged our house). We heard the developer say that their intent is to maintain the existing tree line as a buffer and implied they would somehow enhance it. Well, our property is not at all protected by a tree line. Our house is 6 ft from the Elk's line which gives us absolutely no room to create our own buffer. We have asked the Elk's to sell us a small piece of land (about .10 acre) to allow us to conform with set backs. They could not come to consensus. Transferring this small amount of land would allow us to maintain our own buffer in the likely event the Elk's fail to follow through over time. The land we're talking about is currently part of a bamboo growth that is very unique and provides a perfect green barrier. The Elks have (at least once in the past) considered destroying this buffer and creating a "park". We feel this would be terrible and could preserve this truly unique ecological treasure if they would only allow this small concession. I believe that this is a fair request and ask that the Board make it a condition of the zoning change approval that the Elks sell us enough land to at least have the recommended setback of 15 feet from our house as a buffer.

We do thank the Board for your efforts to maximize the tax base but this particular zoning change with the implied text changes discussed is at the least impulsive and at worst in complete violation of the intent of the City's Comprehensive Plan. If you are intent on proceeding then please consider the impact on our property and neighborhood and act to minimize those impacts that are negative. If you approve this zoning change then the Elk's will realize a significant windfall and should be required to share that windfall by minimizing the negative effects on abutters and the neighborhood. Wouldn't it be nice to have an public access to the Stroudwater trails with a few parking spaces or a kayak and canoe access to the Stroudwater River?

Thank you in advance for your diligent consideration.

Paul And Kimberly Dubois
1915 Congress Street
Portland Maine 04102
(207)899-2599

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

Dear Board Members,

I am a member of the Portland Elk's Lodge #188. As a member, I am aware of the plans we have to make some exciting changes to our building and property.

For those of you who are unaware of what the Elk's Lodge does for the community that embraces them, the following is only an example of the community support that we provide;

Annually;

We give (2) $1,000 scholarships to Portland area high school seniors to begin their college life.

We participate in a "Hoop Shoot" which is a statewide event for children of all ages. To that end, before they go to the final contest, we serve them breakfast, prepared by our volunteers.

We have a "Drug Awareness" program that we offer to educate our Portland youth.

We raise funds for the Maine Children's Cancer Program

We present dictionaries to several of Portland's 3rd graders.

We raise funds to distribute to several of Portland soup kitchens.

We do multiple things for the veteran's of Maine, not the least of which is to support what is known as the annual "Stand Down". The "Stand Down" provides a hot meal, change of clothes, medical and dental exams as well the opportunity for housing, to all of our homeless Veterans in the State.

We provide breakfast for the now "2nd Annual Summit Project which honors our fallen Vet's.

As you see, I could go on for pages but you get the idea. We are very proud of our substantial contribution to our community.

I am aware that this type of venture was attempted a few years ago to no avail. We would hope that you would consider moving somewhat faster this time. We feel this is a win/win for the neighborhood as a whole.

Notification from your Board to our Lodge of an actual date that you are ready to review our request would be so appreciated.

Please give this request your immediate attention and to that end, we thank you in advance

Respectfully,

Joanne Lagnon

Date: 3-6-15

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

Dear Board Members,

I am a member of the Portland Elk's Lodge #188. As a member, I am aware of the plans we have to make some exciting changes to our building and property.

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Notification from your Board to our Lodge of an actual date that you are ready to review our request would be so appreciated.

Please give this request your immediate attention and to that end, we thank you in advance

Respectfully,

Lucille Lussy

Date: 3-6-15

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

Dear Board Members,

I am a member of the Portland Elk's Lodge #188. As a member, I am aware of the plans we have to make some exciting changes to our building and property.

For those of you who are unaware of what the Elk's Lodge does for the community that embraces them, the following is only an example of the community support that we provide;

Annually;

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I am aware that this type of venture was attempted a few years ago to no avail. We would hope that you would consider moving somewhat faster this time. We feel this is a win/win for the neighborhood as a whole.

Notification from your Board to our Lodge of an actual date that you are ready to review our request would be so appreciated.

Please give this request your immediate attention and to that end, we thank you in advance

Respectfully,

Marlene Haradon

Date: 3/6/15

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

Dear Board Members,

I am a member of the Portland Elk's Lodge #188. As a member, I am aware of the plans we have to make some exciting changes to our building and property.

For those of you who are unaware of what the Elk's Lodge does for the community that embraces them, the following is only an example of the community support that we provide;

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I am aware that this type of venture was attempted a few years ago to no avail. We would hope that you would consider moving somewhat faster this time. We feel this is a win/win for the neighborhood as a whole.

Notification from your Board to our Lodge of an actual date that you are ready to review our request would be so appreciated.

Please give this request your immediate attention and to that end, we thank you in advance

Respectfully,

Date: 3-26-13

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

Dear Board Members,

I am a member of the Portland Elk's Lodge #188. As a member, I am aware of the plans we have to make some exciting changes to our building and property.

For those of you who are unaware of what the Elk's Lodge does for the community that embraces them, the following is only an example of the community support that we provide;

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Please give this request your immediate attention and to that end, we thank you in advance

Respectfully,

Harold L. Chadbourne

Date: March 6, 2015

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Respectfully,

Earl C Tuckett Jr.

3-6-2015
Date:

Member 01088/12

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Date: 3/6/15

To: Planning Board

Portland, Maine

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Thank you so much!

Respectfully,

Kathryn Mullen Cripps

Date: 3/

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Vassar C Houghton

Date: 3-6-2015

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Robert J. Pomerleau

Date: 3-6-15

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Date: 3/6/2015

To: Planning Board

Portland, Maine

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Maureen Wilcox

Date: 3-6-15

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Ronald Laughlin

Date: 3-06-15

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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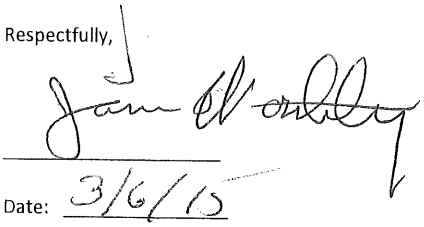

Date: 3/6/15

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Portland, Maine

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M L Moscatelli

Date: March 6, 2015

To: Planning Board

Portland, Maine

389 Congress Street

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Date: 6 MARCH 15

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Joseph Winslow, TREASURER

Date: 3/6/15

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Louise Ericsson

Date: 3-6-2015

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Arthur Spinks

Date: 3-6-15

To: Planning Board

Portland, Maine

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Portland, Maine 04101

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Geraldine D. Pomerleau

Date: March 6, 2015

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Renee DeLong

Date: 3-6-15

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Respectfully,

Dean C. Nero

Date: 3-6-15

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Lester L Wonnette

Date: 3-6-15

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Portland, Maine

389 Congress Street

Portland, Maine 04101

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Warren Gilman

Date: 3/6/15

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Alan Smith

Date: 3/6/15

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Jack Kellam

Date: 3/6/15

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Kelly Mason

Date: 3-6-15

Mason

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Dennis S. Beckett

Date: 3-6-15

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Irene Mulkern

Date: 3/6/15

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Date: 3/6/15

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To: Planning Board

Portland, Maine

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Phillip Adamson

Date: 3-6-15

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Portland, Maine

389 Congress Street

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Date: 3/6/15

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Thomas Grey

Date: 3/6/15

To: Planning Board

Portland, Maine

389 Congress Street

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John Budroe

Date: 3/6/15

Budroe

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Carole Gillespie

Date: 3/6/15

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Andrea Pierce

Date: 2/6/15

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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John P. Garhar Jr

Date: 3-C-15

Garhar

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Date: 3/6/15

Smith

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Respectfully,

Date:

To: Planning Board

Portland, Maine

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Respectfully,

Martha Boutte

Scholarship Chair

Date: 03/07/15

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Carol A Burchill

Date: 3/7/15

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Dolores Leighton

Date: 3-8-15

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Respectfully,

Date: 4/8

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Respectfully,

Edward D Corey

Date: 3/8/15

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Karen R. Pacillo

Date: 3/8/15

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Loretta Allen

Date: 3-8-15

To: Planning Board

Portland, Maine

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Norma Pacillo

Date: 3/8/15

Pacillo

To: Planning Board

Portland, Maine

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Dan Roberts

Date: 3-8-15

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Barbara E Brown

Date: Mar 8 2015

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Nancy Berry

Date: 03-08-2015

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Walter J. Young

Date: 3/8/15

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Date: 12/8/2015

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Respectfully,

Judith Von Thelen

Date: 3/6/15

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Respectfully,

Annette Thompson

Date: 3/9/15

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

Dear Board Members,

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Notification from your Board to our Lodge of an actual date that you are ready to review our request would be so appreciated.

Please give this request your immediate attention and to that end, we thank you in advance

Respectfully,

Janice Parker

Date: 3-9-15

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Respectfully,

Bruce M. Jordan

Date: 3/9/15

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Date: 3/9/15

To: Planning Board

Portland, Maine

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Maureen Lovett

Date: 3/9/15

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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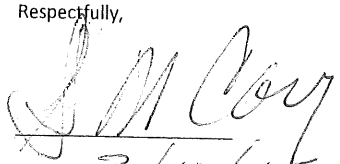

Date: 3/12/15

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Thomas H. Butler #11571

Date: 3/12/15

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Respectfully,

Margaret A Cooper

Date: March 12, 2015

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Respectfully,

Marc Levesque

Date: 3/13/15

Levesque

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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John Clark

Date: 3/13/15

To: Planning Board

Portland, Maine

389 Congress Street

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Date: 3/13/15

Doughty

To: Planning Board

Portland, Maine

389 Congress Street

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Victoria A. Doughty

Date: 3/13/2015

To: Planning Board

Portland, Maine

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Ronald J Theriault

Date: 3-13-14

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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George E Walker

Date: 3/13/2015

To: Planning Board

Portland, Maine

389 Congress Street

Portland, Maine 04101

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Sharon Castellucci

Date: 3/13/15

To: Planning Board

Portland, Maine

389 Congress Street

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Respectfully,

Date: 3/12/15

From: Joe Heasly <jheasly1@maine.rr.com>
To: <hcd@portlandmaine.gov>
CC: <stroudwatervillageassociation@gmail.com>, <captlinell@yahoo.com>, Carolyn Heasly <caroalic@maine.rr.com>
Date: 1/19/2015 9:33 PM
Subject: 1945 Congress St (Elks Club) Proposal comment

Hello Ms Donaldson,

My wife and I live at 1832 Congress St, and have recently become aware of the Elks Club's proposal for their parcel at 1945 Congress St. We'd like to offer our thoughts on the project as we understand it, which is to create an 'office condominium' of three buildings (two new, one a smaller incarnation of the current Elks building) if the current R-2 zoning can be changed to OP.

We prefer that the parcel remain residential. There are two nearby 'assembly' uses on outer Congress St; we don't want a precedent set in this instance that would increase the pressure for non-residential uses bordering Stroudwater Village.

We are concerned about how this project will impact the traffic-calming efforts that the city has underway for this stretch of Congress St. Additional offices on the site will certainly generate a small but steady increase in the number of vehicles traveling to and from the site.

We'd like a chance to hear more from the Elks and their partners in this exercise abut their plans. It may have gotten lost in the holiday shuffle, but I don't recall getting any notice of the neighborhood meeting that was apparently held recently. I understand that the Stroudwater Village Association has a community meeting coming up in February and that they are willing to host a meeting of the Elks, et al, with the community. Is it possible for the board to defer any decisions until that to happen before the board makes its decision?

We will not be able to attend the Board's workshop tomorrow afternoon, would you please convey our thoughts to the Board?

Finally, would you please added us to the 'interested parties' list for this project?

Thank you,
Joe Heasly
Carolyn Heasly
1832 Congress St

William S. Linnell & Joyce Gauthier, et al,

1905 Congress Street

Portland, ME 04102-1903

January 16, 2015

Mr. Alex Jaegerman

Director,

Planning and Urban Development Department

City of Portland

389 Congress Street

Portland, ME 04101

RE: Elks Club Property Zone Change Application, 1945 Congress Street

Dear Alex:

In addition to the comments we sent along Wednesday, please distribute and post these comments describing our concerns regarding the proposed zoning change.

First: There have been comments suggesting that instead of changing the zoning to OP, that there may be interest in changing the zoning to R-P. We believe that R-P zoning would be equally inappropriate for this project, as the ordinance states that the purpose of the R-P zone is for ***low-intensity*** business use.

Section 14-146 of the code reads:

"The purposes of the R-P residence-professional zone are:

(a) To provide appropriate location for the development and operation of low-intensity business uses, including professional offices on or near major arterials, that are compatible in scale, density and use with surrounding and adjacent residential neighborhoods; or

(b) To serve as a transition or buffer zone between residential and more intensive nonresidential zones. "

This project, by no stretch of the imagination, can be legitimately called "low-intensity". It actually calls for a high-intensity build out, traffic, and use of the property. Indeed, the submittal calls for 45,310 square feet of building footprint, with 137,201 square feet of office space. Further, nearly every available square inch of remaining land is to be paved, with capacity for some three hundred cars. The city's traffic analysis estimates that during peak hours, traffic volume entering and leaving would be 214 cars *per hour* in the morning, and 204 cars *per hour* in the evening.

In reality, this project simply cannot be deemed low-intensity, and therefore it cannot meet the very definition of the purpose of the R-P zone. To vote in support of a change to R-P would be to declare open season on Portland's zoning laws.

Second: The heavy traffic expected with this project, as mentioned above, would seriously compromise all the efforts, planning, and resources that the city has expended in traffic calming in this very location from Westbrook Street to the Airport. To add this onslaught of traffic to this area of limited additional capacity, would be at cross purposes to all that has been done, and is still planned. In stark contrast, keeping the lot zoned R-2 would have little increase in traffic.

Third: There are three churches in the area which may follow the Elks' lead if these zoning changes are approved. Their membership could either increase or decline, resulting in their desire to sell, and apply for the same zoning changes as the Elks. The Planning Board, and particularly those who live near these churches would be faced with a dramatic change in the character of the neighborhood.

Fourth: As staff has noted in their comments on this project , (see Memorandum dated 1-16, section VII, Comprehensive Plan Analysis) the Comprehensive Plan calls for directing office development to the downtown area.

The Planning staff says, "It should also be noted that there is policy in the comprehensive plan that seeks to focus office development in the downtown core; the "Office Economy" goals from the 1991 Downtown Vision plan include "[s]trengthen[ing] and enhanc[ing] the Downtown as the prominent professional office center of the State and northern New England." In a similar vein, the city's Industry and Commerce Plan from 1994 includes goals related to "preserv[ing], protect[ing], and strengthen[ing] neighborhoods" and "protect[ing]…residential zones."

The proposed plan to increase office development out of the downtown area is in direct contradiction to the Comprehensive Plan. For this reason also, the Planning Board should reject the zone change.

Fifth: I also note that the staff analysis of the Comprehensive Plan mentioned in section VII would benefit from more discussion of the Comprehensive Plan's stated goals to create all kinds of housing. Page 43 of the Comprehensive Plan is devoted to housing goals, yet the staff analysis is practically silent on the issue. I quote at length from page 43 of the comprehensive Plan because it is unequivocally adamant about creating housing:

Page 43 reads, ". . . **Portland has a long history of planning for its housing needs and programs . . .**

I. HOUSING: SUSTAINING PORTLAND'S FUTURE- November 18, 2002

Overall Goal

Portland, as Maine's largest city, will strive to provide a sufficient supply of quality housing commensurate with a manageable level of growth to sustain the city as a healthy urban center in which to live and work, and its position as a growing regional economic and service center.

The existing housing stock will be enhanced and preserved, **and a wide variety of housing will be designed and created** to support Portland's continued economic development, insure the safety of its citizens, and **maintain its vibrant and stable neighborhoods**.

When seeking solutions to Portland's housing needs and issues, the city will strive for innovation and creativity in the areas of urban design, **expenditure of its financial resources** , and **the use and reuse of land** and buildings to ensure that residential development fits within Portland's unique living environment.

Goal

Ensure that an adequate supply of housing is available to meet the needs, preferences, and financial capabilities of all Portland households, now and in the future." (emphasis added)

It is hard to imagine that the Comprehensive Plan could be any clearer or stronger in calling for more housing. This imperative for more housing should be recognized by planning staff and Planning Board members, and applied in consideration of this proposal. The Elks Club proposal is 180 degrees contrary to the Comprehensive Plan.

Sixth: I would like to straighten out a disconnect in the staff report on the January 5th neighborhood meeting. In the Memorandum to the Planning Board dated January 16 , section VIII, "Public Comment," the staff report states that

"Comments at that meeting seemed to include questions about signs, parking requirements, stormwater management and environmental impacts, and lighting. Some neighbors expressed general opposition (Attachment 3). (emphasis added)

Please contrast that assessment of "general opposition" with the developer's report of the meeting:

"Our neighbor, adjacent Congress Street, Bill Linnell, noted he was opposed to the project and thought a housing project would meet the Comprehensive Plan better. We noted we had sent a brief summary of how this project conforms to the Comprehensive Plan to the staff already. He will get a copy of that."

-I, the undersigned Bill Linnell, was the one who expressed opposition, speaking also for Joyce Gauthier, who was present, and Janet Burns, who was not. My opposition was specific in challenging the plan as "grossly inconsistent with the Comprehensive Plan."

I would like those who read about that neighborhood meeting to know that from day one, I expressed, on behalf of myself, a neighbor across the street, and another abutter, an unambiguous challenge to the

proposal with respect to its inconsistency with the Comprehensive Plan, namely that the proposed zone change is grossly inconsistent with the clear, stated, unmistakable policy goal of creating more housing in the future. I compared the Comprehensive Plan's focus on housing to the new Meghan Trainor song "All About that Bass," saying that "the Comprehensive Plan is **all about housing**." I said further that 'When you remove land from R-2 to OP, you are eliminating the possibility for housing. The City's Comprehensive Plan is all about creating new housing—all kinds of housing, including single family. In fact, if you knock down an existing apartment building to be replaced with non-residential uses, the developer has to contribute money for replacement housing. In this instance, the City would be totally eliminating land zoned for housing, and changing it to a zone that does not allow for housing."

In short, the neighborhood meeting included specific, pointed opposition to the proposal as it contradicts the Comprehensive Plan's mandate of creating more housing. I ask that this opposition be recorded in the staff's comments.

Finally: For all the reasons listed above, we continue to respectfully ask the Planning Board to recommend to the City Council that the proposed zoning changes be denied.

Sincerely,

William S. Linnell & Joyce Gauthier 1905 Congress Street

Janet Burns 1904 Congress Street

William S. Linnell, et al,

1905 Congress Street

Portland, ME 04102-1903

January 14, 2015

Ms. Helen Donaldson,

Planning and Urban Development Department

City of Portland

389 Congress Street

Portland, ME 04101

RE: Elks Club Property Zone Change Application, 1945 Congress Street

Dear Ms. Donaldson:

We are abutters to the proposed development. We believe that, to be consistent with the City's stated goals, zoning ordinances, and the Comprehensive Plan, the Planning Board should not recommend to the Council their approval of Northland Enterprise's proposed zoning change from R-2 to OP. Please share this letter with the Planning Board so that they may read it before the workshop on the 20th.

First: Taking this land out of R-2 forever reduces the opportunity for more single-family housing which is a major city goal. This proposal is in total opposition to the Comprehensive Plan, and the purpose of the R-2 zone which is "To provide for low-density residential development in outlying areas of the city and along traffic corridors with limited additional traffic capacity."(Code of Ordinances Sec. 14-76) .

The Comprehensive Plan states that the housing goal is to "Ensure that an adequate supply of housing is available to meet the needs, preferences, and financial capabilities of all Portland households, now and in the future." (page 43. Emphasis added.) To change the zoning would therefore be in direct contradiction to stated policies of providing housing including single family detached residential units, for the future. That goal is to help stop sprawl. Further, there is still an increasing demand for housing in the city; that has not changed, and neither have these policies.

Second: When the Elks bought this land, they knew there were limits to its uses, just as we did when we bought the abutting property. Instead of following the limitations of the zone in which they settled, they are asking the board to change the rules for maximum profit. They could follow the existing rules and develop the land for housing, which we would welcome, just as two fairly recent developments have done nearby, namely, at Rivers' Edge and Tide Mills. That would be consistent with current, established rules and policies. It's nice for developers to increase their profits, but their profits should not dictate public policy, nor circumvent the rules and reasons for zoning.

Third: The developer seems to want to create a brand new zone, where two different, mutually exclusive, zones can exist. The current zone allows for the Elks Club to exist (meeting places). But such meeting places are not allowed in the proposed OP zone. Yet the developer wants to change the zone AND keep the Elks Club there. It seems that this approach is asking too much of the Planning Board. It is certainly a radical notion, which would result in the back-door creation of a bizarre new zone.

Fourth: If approved, the proposal would be zoned OP, but would really just look like they stuck in a couple of office buildings, oversized for the area, and then paved the rest of the lot. A few scattered shrubs and a bike rack by no sense of the imagination meet the OP standards for a "park or campus like setting". This lot is not very big. Adding the needed elements such as open space, preserving natural features, trails, sidewalks, gardens, and setbacks with full buffering is not be possible given the size of the buildings they are trying to cram into this lot. To allow this project to proceed would be to ignore the intent and purpose of the OP zone.

Fifth: Traffic is already heavy on Congress Street. Adding more office buildings instead of single family homes would make traffic much worse, not better. The current zoning properly recognizes that single family homes work better on (repeated from above) "outlying areas of the city and long traffic corridors with limited additional traffic capacity." If there's a better example of an 'outlying traffic corridor with limited additional traffic capacity' than the area around 1945 Congress Street, we'd like to know what it is.

Sixth: No developer should be able to achieve, by Planning Board vote, what the City's ordinances and policies clearly don't allow. To create a bizarre new zone at the expense of the integrity of the zoning process would be a mistake. The developer would enjoy the windfall, and the tax base would admittedly increase from what it is today, but nearby and recent developments attest to the viability of neighborhood housing development on outer Congress Street, without sacrificing the protection of the zoning policies and process. Throwing two multi-story office buildings with an ocean of parking into the neighborhood will only lead to a deterioration of the neighborhood., a neighborhood that has been recently improved by the traffic movement changes and will be enhanced with the proposed cross walk at the end of Garrison Street and a lower speed limit. There is a neighborhood here even if you do not see it when you head out to SOPO to shop. The tax base can be increased without shortchanging the process.

Finally, for the above reasons, we ask that the Planning Board to vote not to recommend the proposed zoning change for 1945 Congress Street to the City Council.

Sincerely,

William S. Linnell & Joyce Gauthier 1905 Congress Street

Janet Burns 1904 Congress Street (diagonally across Congress Street from the site)

From: <captlinnell@yahoo.com>
To: Helen Donaldson<hcd@portlandmaine.gov>
Date: 1/23/2015 9:01 AM
Subject: Food for thought

Nell,

Please include these sentiments in the discussion on the Elks Club Property:

How about this approach: What if the city looked at the Elks parcel from the point of view of the Comprehensive Plan: plan it to be truly compatible with the existing neighborhood, with historic- compatible single-family-looking houses near Congress street, appropriate for this gateway location coming into the city, and address housing needs as outlined in the Comprehensive Plan- a development with apartments, including some handicapped accessible, some suited for large families. Maybe a community building with a basketball court; a soccer field, garden space, and parking in the center. More density for the developer, but traffic would be much less intense. Housing needs are improved.

Bill Linnell

Sent from Windows Mail

From: Rob Rosenberg <robkellyrosenberg@gmail.com>
To: <hcd@portlandmaine.gov>
Date: 1/22/2015 7:59 AM
Subject: RE: Elks Club Property Zone Change Application, 1945 Congress Street

Mr. Alex Jaegerman

Planning and Urban Development Department

City of Portland

389 Congress Street

Portland, ME 04101

Dear Mr. Jaegerman,

We live at 1859 Congress Street, near the Elks Club and abutters to the Masonic Learning Center. We are across from the top of Garrison Street, where the new traffic light and crosswalk will make it easier to cross Congress Street and walk to the dam. The historic district starts with our property, but does us little good if the current zoning laws and the Comprehensive Plan are scuttled.

The zoning change is not what the Comprehensive Plan dictates. The significant traffic impact would undo what we've achieved in restoring the neighborhood which has been spit by Congress Street for too long.

The proposed change would also set a precedent for the Masons, whom we abut, as well as the four or five churches in the area.

Please ask the Planning Board to follow the Comprehensive Plan and recommend that the City Council leave the zoning for 1945 Congress Street as it is, with no changes.

Sincerely,

Rob Rosenberg robkellyrosenberg@gmail.com

1859 Congress St 409-9652

From: David Silk <DSilk@curtisthaxter.com>
To: Helen Donaldson <hcd@portlandmaine.gov>
Date: 1/22/2015 9:38 AM
Subject: RE: 1945 Congress

Hi Nell: Thanks for the update. I understand there will be another workshop. Can you let me know when that will be? In the interim can I get a copy of the recording of Tuesday's workshop. I am happy to pay whatever cost are incurred in making a copy of the recording.

You saw by my letter that I fail to see how this project fits within either the OP or RP zone. I just do not see it. My main issue is that the project should not drive the zoning. The land in the area is zoned R-2. Maybe it should remain residential with options for more dense residential uses such as apartments. If the City does not want the land used for residential development, then maybe the zoning should be changed but it should be done with a vision to what the area should become, one that should insure it is compatible with the area and effort to calm traffic. Area wide rezone could incorporate design standards for commercial uses. Piece meal parcel specific zone changes to accommodate an individual property owner's needs (and a particular buyer's needs) of the moment will only lead to hodgepodge of uses and designs that will not create any continuity in the area that is on the edge of a historic district. I am not sure folks understand the positive image the open space creates to those new to Portland when exiting the JetPort onto Congress Street. If that is to be changed I would think the City wants to see what comes in its place maintains that positive experience. It is a gateway.

David

-----Original Message-----
From: Helen Donaldson [mailto:hcd@portlandmaine.gov]
Sent: Tuesday, January 20, 2015 9:45 AM
To: David Silk
Subject: RE: 1945 Congress

David,

I'm back in the office now and have had a chance to read your letter. I appreciate your thoughts, and I will make sure that the Board is aware of your correspondence at the workshop this afternoon.

The date of a hearing will depend on how the conversation goes at the workshop. I will be sure to let you know when a date is set.

Best,
Nell

Nell Donaldson
Planner, City of Portland
874-8723
hcd@portlandmaine.gov

>>> David Silk 01/14/15 11:57 AM >>>
Hi Neil:

I have some concerns on the 1945 Congress Street parcel zone change application and have put them in the attached letter. Can you include the letter in the PB packet for the upcoming workshop scheduled on the 20th. I may not be able to make the workshop because of a work commitment but let me know when the public hearing occurs as I hope I can attend that hearing. I assume the packet for the workshop will be available on line prior to the workshop but if not, could you send it to me when it is publically available. Thanks for your help and have a great day. David

Notice: Under Maine law, documents - including e-mails - in the possession of public officials or city employees about government business may be classified as public records. There are very few exceptions. As a result, please be advised that what is written in an e-mail could be released to the public and/or the media if requested.

January 14, 2015

David P. Silk
1187 Westbrook Street
Portland, ME 04102-1928

Ms. Helen Donaldson
Planning and Urban Development Department
City of Portland
389 Congress Street
Portland, ME 04101

RE Elks Club Property Zone Change Application, 1945 Congress Street

Dear Neil:

I live in the Stroudwater neighborhood and I am a member of the Stroudwater Village Association. I write in my own individual capacity to express my view as to why the Planning Board should not recommend to the City Council approval of Northland Enterprises, Inc.'s application to rezone the Elks Club property at 1945 Congress Street from R-2 to OP. Can you please forward this letter to the Board as part of the packet of information the Board is to receive on the applicant's proposal.

As an initial matter, in the applicant's material you were kind enough to send to me, I did not see anywhere the applicant's explanation on how the proposed zone change is consistent with the Comprehensive Plan. Unless and until the applicant attempts to explain how it's parcel specific zone change application is consistent with the Comprehensive Plan, and makes that information timely available to the public prior to any Planning Board meeting, the Board should defer hearing the proposal.

I am not aware of any proposed one parcel only zone change (as opposed to a large area with multiple parcels) that sought to change an existing and to be continued use on the property from legally conforming to legally nonconforming but that is what the applicant seeks here. The applicant represents that with the proposed parcel zone change the Elks Club will continue to be used as a place of

assembly. Application at 4. A place of assembly is a conditional use in the R-2 zone because it is viewed as typically harmonious with residential uses. Places of assembly are not permitted, either by right or as a conditional use, in the OP zone. I cannot think of any zoning justification for a parcel only zone change that has the effect of converting an existing and to be continued use from legally conforming to legally nonconforming. I am not aware of anywhere in the Comprehensive Plan where it is a planning goal of the City through a parcel only zone change to convert a legally conforming use that is to be continued to nonconforming. By definition if the change is approved, the City would be permitting a nonconforming use to continue. But the goal of zoning is to eliminate over time nonconforming uses, not to convert legal uses into to a use prohibited in the proposed zone. It cannot be consistent with the Comprehensive Plan to approve a parcel only zone change that makes an existing lawful use nonconforming.

Continuing on the issue of consistency with the Compressive Plan, the City has a very clear goal of creating more housing, all kinds of housing. As a R-2 zone, permitted uses include single family detached residential housing. The area of the City zoned R-2 is finite and located in the outlying areas (off of outer Auburn Street, outer Washington Ave, outer Allen Ave, outer Westbrook Street and outer Congress Street). Most of these streets are major traffic carrying arterials and have limited additional capacity for traffic.

The purpose of R-2 is to "provide for low-density residential development characterized by single-family home on individual lots in outlying areas of the city and along traffic corridors with limited additional traffic capacity." Looking at the zoning map one can see that much of the R-2 has been built out over the last twenty to thirty years consistent with the standards in the R-2. But some open areas remain including areas along outer Congress Street. I am not aware of any reason why the stated policy of the R-2 zone remains less vibrant today. In contrast to the applicant's proposed multi-story professional office buildings, single family detached residential uses in these areas would cause less of an impact on already overburdened roads.

Conditional uses in the R-2 include places of assembly. In the R-2 over the last 30 years several places of assembly located to the R-2 zone. That can be seen on outer Congress Street (as well as outer Washington Ave., outer Allen Ave. and

outer Westbrook Street). On outer Congress Street there are two places of assembly (churches) located almost across the street from the Elks Club. When these places of assembly located to outer Congress Street they knew of the limited uses in the R-2 zone. Because of the limitation on use, they knew if they ever decide to sell, the market would be quite limited. That limitation on use has served the conditional uses quite well as the uses have been established in a residential zone in a manner consistent with the characteristics of the area. The two churches and the Elks Club are situated with significant open space facing Congress Street with the building to hold the assembly and parking set back quite a distance from Congress Street, all to preserve the open space characteristics of outer Congress Street and to be compatible with the permitted R-2 uses. The proposed zone change will destroy this balance.

A zone change should not be approved simply to accommodate the financial goals of a property owner especially when the owner developed the property aware of the limitations on use. Unlike the Williston West Church, the Elks Club building lacks any unique historical features. It is not a landmark structure and need not be preserved if its location interferes with the development of residential subdivision which means more housing for the City in an area zoned for housing.

Also relative to outer Congress Street, in the last 20 years two significant single family residential subdivisions (Tide Mills and River's Edge) have been built out directly off of Congress Street in very close proximity to the Elks Club as contemplated by the R-2 zone. River's Edge was built as a contract zone (conditional R-3) but is fully consistent with the policy and permitted uses in the R-2. They are both very close to Congress Street and are fully built out as there is a demand for single family detached housing within the City.

The Comprehensive Plan has as a goal of no net loss of housing for all development. That goal is incorporated into the Land Use Code. While there is no existing housing on the Elks Club property, changing the zone from R-2 to OP removes the land from the R-2 capable of being developed for residential housing. Residential uses are prohibited in the OP zone. Rezoning land to eliminate residential uses like removing dwelling units with no replacement of those units is clearly not consistent with the Comprehensive Plan's goal of creating more housing in the City.

While the Board is not acting on any site plan application at this time, the applicant's proposed site plan visual shows that the applicant is proposing two multi-story generic commercial/medical office buildings with lots of parking and nothing close to what meets the OP purposes and standards.

The purpose of the OP is to "provide substantial areas for integrated development of professional offices in a park-or campus-like setting which are of the highest quality, are well maintained and are compatible with their natural surroundings." One is hard pressed to see in the visual any park or campus like setting compatible with the natural surroundings. The 1945 Congress Street lot is not a "substantial area." If Board members are not familiar with an OP zone, they should ride by and through UNUM's campus. That will show that there is little if any parking visible from the street, significant natural features remain between the street and improvements, open space remains and is visible from the public way, trails and sidewalks are available, and the site clearly has a park or campus like feel. Compare UNUM's development to the OP policies and standard and you will see UNUM fits. The applicant's proposal absolutely does not.

In reality, the applicant's proposal is a run of the mill multi-story professional office structure that pretty much consumes most of the site. It is clearly not a campus. It clearly does not create a park like setting. Unlike the UNUM campus, and the places of assembly along outer Congress Street and near the site, one of the two proposed multi-story office buildings fronts immediately on Congress Street. It is not set back from Congress Street with an open space and natural vegetation buffer between the development and the street. It is not compatible with the natural surroundings and with the existing development pattern created by the nearby homes and places of assembly.

The OP standards call for a Master Plan of the office park that shall include a design relationship to the site to show integration of open space and the natural features. That integration "shall be achieved by incorporation of outdoor amenities for the benefit of users of the site, such as jogging and walking trails, gardens and benches." None of that can be included on the proposed site given the proposed building envelopes and parking. One cannot shoehorn the features of an OP zone into this site and legitimately call what is proposed within the realm of what the OP zone envisions.

On the visual there are no internal sidewalks that take advantage of the "topography and natural features of the site." There is a mass of parking being proposed right next to what will still be a R-2 zone with little preserved of the natural features. Because of the lack of a campus setting and retention of natural features, the proposed multi-story buildings will loom large over the abutting residential dwelling units. I see no buffer and screening of the type called for by the OP standards which shall be of a "dense and continuous nature and shall incorporate trees, shrubs, fencing, berms and related elements." I do not see any preservation of natural features which includes existing vegetation. It appears it will be mostly paved over. To call this site suitable for OP designation based on the proposed plan is not possible.

In sum, it appears to me the only reason for the zone change is to accommodate the applicant and to maximize the financial return to the Elks Club. The proposed zone change permits broader uses, professional offices, which makes the land more valuable. But the standard to judge the merits of a zone change is not whether the owner, a place of assembly that is often a non-profit and not subject to property tax, should be able to maximize the return on its investment when the assembly loses critical mass. Otherwise we might as well not have zoning. Having located in the R-2 zone as a place of assembly the owners were on notice that permitted and conditional uses are quite limited. The zone should not be changed simply to broaden the market and/or increase the return for the owners.

Both Tide Mill and River's Edge are successful residential subdivisions located on outer Congress Street on the same block as 1945 Congress. The purpose of the R-2 zone is to direct the placement of additional residential subdivisions in the area. That has occurred. There remains demand for single family detached residential housing in the City. Such development increases the population of the City which is also a goal of the Comprehensive Plan (helps reverse the urban flight). The land is clearly suitable for residential development as it is similar in kind and location to the land that has been recently developed for residential uses. The land should not be removed from the inventory of land available to serve that need simply to maximize the Elks Club's return.

Throughout the City, many places of assembly are conditional uses in residential zones located on major arterials in zones that do not allow for office complexes or other commercial developments. As noted above see outer Washington Ave.,

Allen Ave. and Westbrook Street for recent (last 30 years) examples of development of places of assembly in residential zones. Permitting those conditional uses in otherwise residential zones was not an invitation once the assembly's financial health changes to throw away the limitations on uses in the residential zones. When it purchased the 1945 Congress Street property and located to outer Congress Street, presumably the price the Elks Club paid recognized the then limitation on uses. There is nothing unfair or unwise here in affirming the value of the R-2 zone.

The R-2 zone was created consistent with the Comprehensive Plan. As stated in the overall purpose of the Land Use Ordinance, section 14-46: "This article is made with reasonable consideration, among other things, to the character of each zone and its peculiar suitability for particular uses and with a view to conserving and stabilizing the value of property and encouraging the most appropriate use of land throughout the community."

In light of the above, I respectfully request the Board vote not to recommend to the City Council the proposed parcel only zone change for 1945 Congress Street. It is entirely consistent with the Comprehensive Plan for the property to remain R-2 as it will conserve and stabilize the value of property and encourage the use of the property in the manner consistent with the R-2 zone.

Thanks for reading this letter and your service to the City.

Sincerely

David P. Silk

From: John Sommer <john@svindulgence.com>
To: "hcd@portlandmaine.gov" <hcd@portlandmaine.gov>, "edsuslovic@portlandmaine.gov" <edsuslovic@portlandmaine.gov>
Date: 1/20/2015 8:46 AM
Subject: 1945 congress street proposed zoning change

Hello Nell, I live on Garrison Street, nearby to the proposed changes. I am writing to provide some comments regarding the proposed zoning change at 1945 congress street. My concerns follow below:

- This change is in direct opposition to the city's comprehensive plan and zoning rules. Avoiding a piecemeal approach to zoning (what this change represents) is the underlying objective to the comprehensive plan.
- Would help establish the precedent for creeping changes....I notice the there is an abutting parcel up for sale (behind the mason's school)...will the changes be applied to that parcel as well?
- At present there is a "buffer between the residential areas of Stroudwater and the commercial areas; that area is the R2 zone on both sides of Congress Street (elks and churches across the street). This zoning change would effectively end that "buffer".

Thank you for your consideration. John Sommer51 Garrison StreetPortland, ME04102

From: Stroudwater Village Association Board of Trustees <stroudwatervillageassociation@gmail.com>
To: <hcd@portlandmaine.gov>
CC: Edward Suslovic <edsuslovic@portlandmaine.gov>, Mike Murray <msm@portlandmaine.gov>
Date: 1/20/2015 11:49 AM
Subject: Stroudwater Village Association Letter to Planning Board RE: 1945 Congress Street (Elks Club)

TO: Nell Donaldson, Planner, Planning Division
FROM: Stroudwater Village Association
RE: 1945 Congress Street. (Elks Club) rezoning request from Northland Enterprises
DATE: January 20, 2015

*The Stroudwater Village Association requests a tabling of the zoning decision requested by Northland Enterprises for the Elks property at 1945 Congress Street until residents can understand more specifics about the proposed project and the wider implications for the neighborhood. *

Specifically, we would like to invite the developers and city staff to present to area residents in person at the SVA's annual pancake breakfast event, to be held on Saturday, February 14th at 8:30-10:00AM at the Stroudwater Baptist Church. We suggest this event as we believe it will provide a good representative turnout from area residents, though another public meeting would also be possible.

Many neighborhood residents have reported to the SVA that they have only been recently made aware of the project, and those who have been made aware of it are very divided in their reactions.

Some residents have viewed the proposal as a general improvement to the existing site usage, even while expressing concerns about the details, building locations, aesthetics and environmental impact of the proposed development. Those residents expect to work with the developers to assuage their concerns before providing support to such a project.

Other residents, in clear opposition to the overall development, have expressed a preference for residential (as opposed to commercial) development on the site, referencing incompatibility with the residential nature of the neighborhood, increased traffic flows, impact on abutting property owners, that the current proposal does not comply with the City's Comprehensive Plan, as well as concern about setting precedent for other similar sites within our neighborhood.

In any case, it's clear that more information is needed in order for residents to assess the impact of this zoning change and project. As such, we request the decision be tabled until further information about the project can be provided.

-Dan Koloski, SVA President
On behalf of the Stroudwater Village Association

The Stroudwater Village Association is a Maine Non-Profit corporation. All residents of Stroudwater are members and invited to participate in all of our activities.

Find us on the web at http://www.livinginportland.org/stroudwater.htm
Find us on Facebook at https://www.facebook.com/StroudwaterVillageAssociation

From: "Lucie Tardif" <ltardif1@maine.rr.com>
To: <aqj@portlandmaine.gov>
Date: 1/19/2015 6:27 PM
Subject: Zoning change proposal for 1945 Congress Street

Dear Mr. Jaegerman,

I am a resident of the Stroudwater are and have been made aware of the Elks Club's application for a zoning change at their property on outer Congress Street.

If the Elks succeed in their application, the zoning change proposed would have serious implications to the area and Stroudwater residents' way of life. Lack of a car warrants that I travel mostly by bus to and from work at the Jetport Plaza or downtown. In order to commute to work, I must cross Congress Street near the light just above Stroudwater Crossing in the wake of southbound (toward the Mall) traffic at a very busy time of the morning.

Should the Elks achieve their desired result, that traffic will increase substantially, particularly if they erect two professional office buildings (and keep the current Elks Club building) with space for up to 300 cars. If traffic is increased further, I'll never get across the street! I am in my late 50s, but I know some elderly who take the bus and must make that trek across the street. Since they cannot move very fast, they are taking their very lives into their hands.

This zoning change which would allow for two buildings as well as increased traffic (at high speeds, despite posted limits) would raise the risk level for accidents and loss of life. It would also fly in the face of traffic calming plans for the area. You cannot allow the construction of professional office buildings and expect to calm the increased traffic. Outer Congress Street is already a speedway!

I also find it disturbing that an area with lots of green space and lush growth right now, complementing the historic neighborhood it abuts, would be eliminated by further construction. That area is a welcome break to the eyes after one leaves behind dense residential area and approaches a busy commercial area at the other end (the airport, shopping centers, the Mall, etc.). It is relaxing to travel through that area right now and creates a calming effect on its own. New professional buildings will reduce the beauty of nature that exists there now, exacerbating traffic and increasing the number of drivers and therefore the level of tension already present in drivers anxious to get to work and eager to leave at the end of the day.

I understand the Elks Club's request will also violate the city's Comprehensive Plan. What was the point of the Plan if the City does not intend to enforce it? Portland has already come precariously close to doing that with the Midtown project, and were it not for some savvy and watchful citizens, the City just might have gotten away with pushing it past Portland residents.

Please pay attention to your own policies and consider the detrimental effect the Elks Club's proposal will have on the area. Do not allow them the ability to push this through.

Thank you for your attention.

Sincerely,
Lucie Tardif
13 Brewer Street
Portland

PLANNING BOARD REPORT
PORTLAND, MAINE

East Bayside Lofts
89 Anderson Street
Level III Site Plan and Subdivision Review
2015-009
Redfern Properties

Submitted to: Portland Planning Board Date: May 22, 2015 Public Hearing Date: May 26, 2015	Prepared by: Nell Donaldson, Planner CBLs: 12-I-001 and -005 Project #: 2015-009

I. INTRODUCTION

Redfern Properties returns to the planning board for final Level III site plan and subdivision review for a four-story mixed-use development, the East Bayside Lofts, at the corner of Fox and Anderson Streets in East Bayside. The proposed 44,000 SF development includes first floor commercial and 53 market rate apartment units on the three floors above. The proposal also includes 53 parking spaces and sidewalk and landscaping improvements. The site is currently occupied by 3Gs Tire and Auto Service, and was recently the subject of a zoning map amendment approved by the city council on the recommendation of the planning board.

This development is being referred to the planning board for compliance with the site plan and subdivision standards. A total of 145 notices were sent to property owners within 500 feet of the site and a legal ad ran on May 18 and 19, 2015.

Applicant: Jonathan Culley, Redfern Properties
Consultants: Will Savage, Acorn Engineering; Ryan Senatore, Ryan Senatore Architecture; Jim Nadeau, Nadeau Land Surveyors

II. REQUIRED REVIEWS

Waiver Requests	***Applicable Standards***
Driveway width – To allow an 18 foot opening at the overhead door on Everett Street *Supported by consulting traffic engineer*	Technical Manual, *Section 1.7.2.3.* Any site with two-way driveway access to the street shall have a minimum width of 20 feet.
Aisle width – To allow a 23 foot aisle in the parking area *Supported by consulting traffic engineer*	Technical Manual, *Section 1.14,* requiring that aisle width for right-angle parking be 24 feet per Figure I-27
Compact parking spaces and parking dimensions – To allow 83% compact size (44 spaces), 17% standard size (9 spaces) *Supported by traffic engineer*	Technical Manual, *Section 1.14 and Figures I-27 to I-29.* Parking lots with greater than 10 spaces may be comprised of up to 20% compact spaces. *53 spaces proposed = 11 compact permitted by right*
Parking lot landscaping – To plant 2 trees and >32 shrubs, less than required	Site Plan Standard, *Section 14-526(b)2.b(ii).* Developments with >5 parking spaces shall include at least 2 trees (or 1 tree and 3 shrubs) per 5 parking spaces planted in landscaped islands. Waiver permitted where site constraints prevent it, with applicant contributing proportionate amount to Tree Fund. *53 parking spaces proposed = 22 trees or 11 trees & 32 shrubs required. Contribution for 9 trees outstanding.*

Street trees – To plant 10 street trees, less than required	Site Plan Standard, *Section 14-526(b)2.b(iii)* and Technical Manual, *Section 4.6.1.* All multi-family development shall provide one street tree per unit. Waiver permitted where site constraints prevent it, with applicant contributing proportionate amount to Tree Fund. *53 units = 53 street trees required. Contribution for 43 trees outstanding.*
Review	***Applicable Standards***
Site Plan	*Section 14-526*
Subdivision	*Section 14-497*

III. PROJECT DATA

Existing Zoning	B-1b
Existing Use	Auto repair and parking lot
Proposed Use	Mixed use (commercial and residential)
Proposed Development Program	App. 2,500 SF commercial (restaurant and office), 53 residential units
Parcel Size	23,360 SF

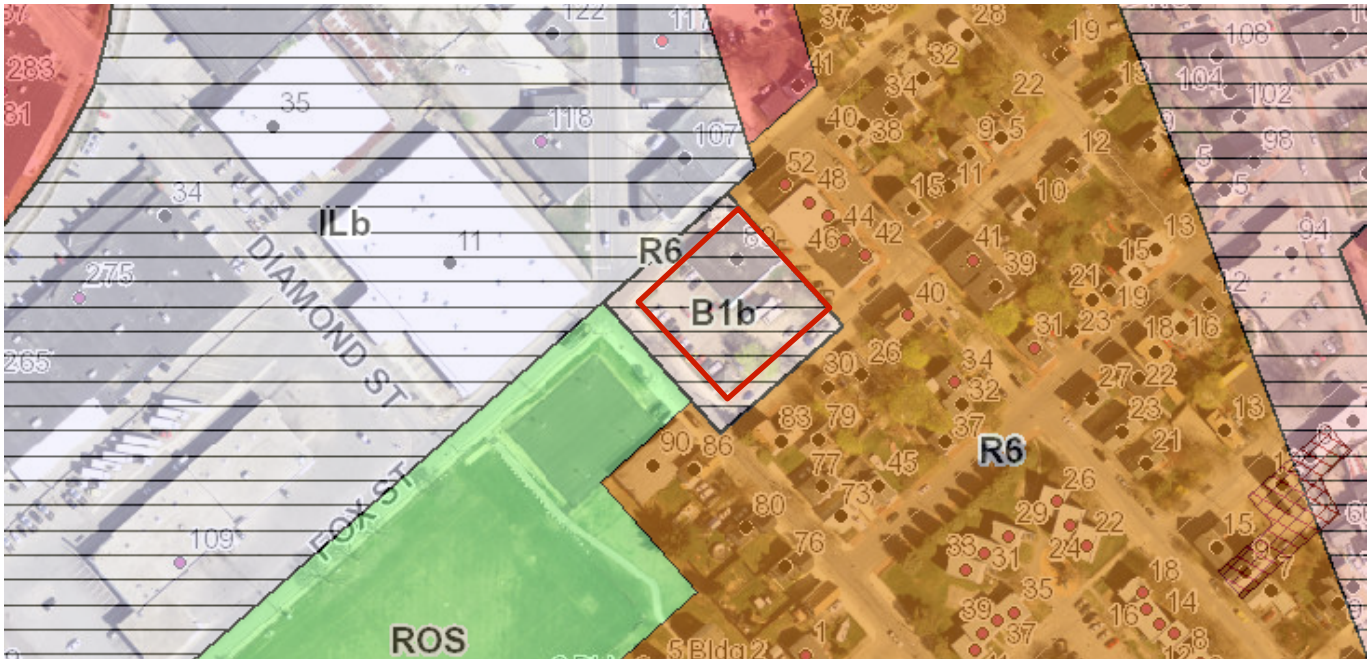
	Existing	*Proposed*	*Net Change*
Building Footprint	6,225 SF	13,334 SF	7,109 SF
Building Floor Area	6,225 SF	44,050 SF	37,825 SF
Impervious Surface Area	23,360 SF	21,024 SF	-2,336 SF
Parking Spaces (on site)	17	53 (zoning req. 66)	36
Bicycle Parking Spaces	0	24 (meets standard)	24
Estimated Cost of Project	$6,500,000		



Figure 1: 89 Anderson Street site

IV. BACKGROUND & EXISTING CONDITIONS

The site of the proposed East Bayside Lofts lies at the southeast corner of Fox and Anderson Streets in East Bayside. The site technically consists of two parcels and is currently occupied by 3Gs Tire and Auto Service. The eastern half of the site houses a one-story brick garage building. The remainder of the site, including the corner at Anderson and Fox Streets, is largely dedicated to surface parking. The zoning for the site was recently amended from R-6 to B-1b at the request of this applicant.





Figures 2 and 3 (from top): 89 Anderson Street, zoning context; rendering of proposed development looking east up Fox St.

The site lies at the intersection of several zones and thus several disparate patterns of use and form. The property is surrounded on two sides by the R-6 zone and its residential uses, including some large three-story multi-family housing to the east. Most of the adjacent housing is of a smaller scale, with a mix of single and two-family buildings characteristic of the city's East End. A sizable Recreation Open Space (ROS) parcel, the site of the Kennedy Park basketball courts and Fox Field, sits directly to the southwest. An Industrial IL-b zone, with uses typical of the evolving East Bayside, including Coffee By Design's roastery, Tandem coffee roasters, and Bunker Brewery, lies across Fox Street. The Urban Commercial Business B-5 zone is the nearest commercial zone; portions of Anderson Street north of Fox are zoned B-5. This B-5 zone is home to numerous multi-family properties, including a recent condominium development.

V. PROPOSED DEVELOPMENT

The East Bayside Lofts are proposed as a mixed-use commercial/residential project with major frontages on Anderson and Everett Streets *(Figure 3)*. Ground floor retail would include a 1,400 SF restaurant space as well as two smaller commercial/retail spaces (of approximately 600 SF and 400 SF). The upper three floors would include 10 efficiency units, 34 one-bedroom units, and 9 two-bedroom units, all market rate apartments. Primary entrances to all interior spaces, residential and commercial, would be from Anderson Street, with the restaurant entrance positioned at the prominent corner of Fox and Anderson.

Cars would access the development via an overhead door from Everett Street. As proposed, the driveway cuts through the first floor of the building and enters a 53-space parking area at the interior of the site, some of which is located below the building. The applicant has proposed to shield these spaces from Fox Street with a decorative screen.

New brick sidewalks, street trees, and street lights are proposed on Fox, Anderson, and Everett Streets. The development is also proposed with landscaping on both the Anderson and Everett Street frontages and around the parking lot at the building's rear.

VI. PUBLIC COMMENT

The applicant hosted a neighborhood meeting on February 25, 2015. Five attendees signed in at the meeting. Questions generally focused on stormwater, bicycle and vehicular parking, pedestrian and vehicular safety at surrounding intersections, and landscaping *(Attachment PC-1)*. In addition, staff received correspondence from one neighbor via email *(Attachments PC-2 and 3)*. This neighbor reiterated concerns expressed during the related zone change review regarding the applicant's traffic impact study. The correspondence also included requests for specific information regarding sight line distances, accident history, and building and intersection design alternatives related to the treatment of the Fox/Anderson intersection, expressing concerns regarding traffic and pedestrian safety at this location. In the period since the workshop on this proposal, staff has worked with the applicant's traffic engineer to provide the requested information to the neighboring property owner. This property owner provided additional public comments on May 21, 2015, just as this memo was published *(Attachment PC-4)*. These comments express dissatisfaction with the sight distance analysis, crash data, and design responses provided. The property owner has requested that the board address her comments directly at the public hearing, as she will be unable to attend.

It should also be noted once again that, over the course of the zoning map amendment review related to this application, the planning board received numerous public comments. In general, many of the questions and concerns expressed in this correspondence focused on three major issues:

1. *Transportation and traffic-related impacts:* Residents raised issues regarding traffic generation and impacts to Washington Avenue/Walnut Street/Fox Street and Fox Street itself; geometry and sight lines at Fox Street/Anderson Street and Washington Avenue/Walnut Street/Fox Street, particularly with respect to pedestrian (but also vehicular) safety (as noted above); and Fox Street width, in combination with the existing parking situation, grades, speeds, and snow. Nearby residents have called for traffic calming, pedestrian upgrades, signal improvements, and the elimination of tractor trailer parking along lower Fox as a way to mitigate some of these concerns. Safety was a general, overriding issue.

2. *Design and massing:* Residents also previously expressed opposition regarding the scale of the building, both in terms of mass and in terms of number of units. Neighbors argued that the project would be out of context with the surrounding neighborhood. In conjunction with these concerns, residents also expressed a desire for additional open space on the site.

3. *Project composition:* Lastly, residents previously voiced concerns regarding the target rents and size of the housing units to be developed, expressing fears about what small footprint market rate housing might mean in terms of the affordability and character of the surrounding neighborhood. These and other comments reflect a general concern about the changing nature of East Bayside.

Over the course of the zone change review, there were also numerous comments in support of the project, citing the 89 Anderson site as an ideal location for mixed-use development.

VII. RIGHT, TITLE, & INTEREST

The applicant's original submittal included a purchase and sale agreement as evidence of right, title, and interest. It should be noted that there is an existing easement, now held by Fairpoint Communications, on the southeast corner of the property at Anderson and Everett Streets. This easement measures 7.65 feet by 12.5 feet and grants Fairpoint the right to "place and maintain underground electric and communication cables, conduits, cabinets, and appurtenances along with a pad-type foundation" within the easement area.

VIII. FINANCIAL & TECHNICAL CAPACITY

The estimated cost of the development is $6.5 million. The applicant has submitted a letter from Androscoggin Bank indicating that their intent to consider financing for the project *(Attachment G)*.

IX. ZONING ANALYSIS

Ann Machado, Zoning Administrator, and planning staff have conducted a zoning analysis on the final plans. In the final plan set, the applicant has resolved earlier issues regarding balconies and doors encroaching into the right-of-way and extended upper floors toward the right-of-way in order to meet a maximum front yard setback requirement equal to the average of the adjacent lots (or 3.2'). The applicant has also provided documentation regarding off-site parking spaces in an effort to meet the parking requirements of Division 20 of the city's land use ordinance. These off-site parking arrangements are discussed in detail under site plan review below.

X. SITE PLAN SUBMISSION REQUIREMENTS (Section 14-527) and SUBDIVISION PLAT AND RECORDING PLAT REQUIREMENTS (Section 14-496)

In accordance with the city's land use ordinance, the applicant provided a draft plat in the final plan submittal. Corporation Counsel, the Department of Public Services, and planning staff have reviewed the draft plat and provided comments *(Attachments 1 and 2)*. The applicant has revised the plat in response *(Plan 12)*. Due to the timing of the revised submittal, Corporation Counsel and DPS have not had the opportunity to review revisions. Accordingly, review and approval of the final plat has been included as a condition of approval.

It should be noted that the plat depicts sidewalk areas on private property that will be contiguous with the right-of-way. It is assumed that these will be subject to public pedestrian easements. A license for a proposed grease trap, located in consultation with the Department of Public Services, has also been depicted. Both of these agreements have been included as conditions of approval.

The applicant has provided a construction management plan, prepared by Allied Cook Construction, which shows temporary measures to control access around the site during the construction period *(Plan 41)*. Thomas Errico, the city's traffic engineer, has reviewed this plan and offered the following comments,

> *I have reviewed the construction management plan and generally find it to be acceptable guide. I would note that a temporary crossing on Anderson Street will be required. The specific locations and how these crossings are designed will need to be reviewed and approved by DPS. I would further note that all sidewalk detours will need to be ADA compliant. Lastly, the contractor shall provide provisions for worker parking that does not utilize on-street parking spaces.*

David Margolis-Pineo of the city's Department of Public Services has echoed these comments *(Attachment 5)*. In addition, David Senus, the city's consulting civil engineer, has commented on the construction of a retaining wall proposed 1.5 feet from the eastern property line. He writes,

> *The Applicant has provided the following response to comments related to the proximity of the proposed retaining wall to the properties located north of the site: For the retaining wall adjacent to Greenleaf, Redfern has employed the services of a Structural Engineer for the design of the wall and a Construction Management Company to analyze constructability. The proposed wall utilizes shoring and design methods to avoid impacts to the adjacent landowner's property. This is reinforced in Grading and Drainage Note 3 on Sheet C-02. We would respectively request that temporary access/construction agreements only be required should the owner/contractor elect to obtain agreements as a cost savings measure versus shoring. We recommend requiring as a condition of approval that a final retaining wall design, stamped by a professional engineer, be submitted to the City as part of the Building Permit application. This design should clearly reflect the construction measures to be taken to ensure that the work will not impact adjacent properties, or should contain the necessary agreements if impacts are anticipated as part of the construction.*

A condition of approval has been included to this effect.

XI. SUBDIVISION REVIEW (14-497(a). Review Criteria)

The proposed development has been reviewed by staff for conformance with the relevant review standards of the City of Portland's subdivision ordinance. Staff comments are below.

1. Water, Air Pollution

The site is currently occupied by an auto garage and surface parking lots and is completely impervious. A total of approximately 21,000 SF of impervious area is proposed, representing a net decrease of approximately 2,300 SF. The majority of the post-development impervious surface would be comprised of roof, which is expected to improve the quality of the water leaving the site. No detrimental water or air quality impacts are anticipated.

2 & 3. Adequacy of Water Supply

The applicant has provided evidence of capacity from the Portland Water District *(Attachment K)*.

4. Soil Erosion

No unreasonable soil erosion or reduction in the capacity of the land to hold water is anticipated.

5. Impacts on Existing or Proposed Highways and Public Roads

The applicant has provided a traffic impact assessment, with multiple addenda, prepared by Bill Bray of Traffic Solutions. Mr. Errico has reviewed this traffic study and provided comments, discussed in detail under site plan review below.

6. Sanitary Sewer/Stormwater Disposal

The applicant has provided a wastewater capacity letter from the Department of Public Services attesting to the city's capacity to transport and treat the anticipated wastewater flows from the project *(Attachment K)*. All sewer connections are proposed to the separated system in Fox Street. As noted above, the proposed development would result in a net decrease in impervious surfaces on site. As proposed, all runoff would enter into catch basins or roof drains leading to the separated system in Fox Street.

7. Solid Waste

The applicant has proposed a solid waste enclosure near the restaurant for restaurant use. This is accompanied by an interior trash room for residential use. In their final submittal, the applicant has stated that the property manager would contract with a private hauler for removal of solid waste and recycling from the property, including that generated by both the residential and commercial tenants *(Attachment R)*.

8. Scenic Beauty

This proposal is not deemed to have an adverse impact on the scenic beauty of the area.

9. Comprehensive Plan

Over the course of the related zoning map amendment review, the board essentially deliberated on the compatibility of the project with comprehensive plan goals and policies, finding the proposed project generally in conformance. The project was deemed to achieve goals related to "support[ing] Portland's livable neighborhoods by encouraging a mix of uses that provide needed goods and services within walking distance of most residents," "encourag[ing] neighborhood business centers throughout the city to reduce dependence on the car and make neighborhood life without a car more practical," "encourag[ing] higher density housing for both rental and home ownership opportunities, particularly located near services, such as schools, businesses, institutions, employers, and public transportation," and "increas[ing] Portland's rental housing stock."

10. Financial and Technical Capacity

As noted above, the applicant has submitted a letter from Androscoggin Bank indicating the intent to consider project financing (*Attachment G*).

11. Wetland/Water Body Impacts

There are no anticipated impacts to wetlands or water bodies.

12. Groundwater Impacts
There are no anticipated impacts to groundwater supplies.

13. Flood-Prone Area
Per the city's existing flood maps, the site is not located in a flood zone. However, the applicant has elected to raise the finished floor elevation to the extent practicable. The applicant writes that the FFE should "provide for approximately 5-6 ft. of storm surge, sea level rise, or a combination thereof" *(Attachment H)*.

XII. SITE PLAN REVIEW

The proposed development has been reviewed by staff for conformance with the relevant review standards of the City of Portland's site plan ordinance. Staff comments are below.

1. Transportation Standards

a. Impact on Surrounding Street Systems

The applicant provided a traffic impact assessment as part of the zoning map amendment review related to this proposal, which was previously considered by the planning board in late 2014. The study, conducted by William Bray of Traffic Solutions in the fall of 2014 and subsequently revised at the request of Mr. Errico, included summaries of existing bicycle and pedestrian volumes and safety trends at several locations near the 89 Anderson site; estimated trip generation from the proposed site uses; and calculated existing and future anticipated levels of service at several nearby intersections, taking into account traffic to be generated by other approved projects in the vicinity *(Attachment N)*.

It should be noted that, over the course of the zone change review, Mr. Bray completed several rounds of traffic counts at the Washington Avenue/Walnut Street/Fox Street and Anderson Street/Fox Street intersections. These counts were completed at the request of both the neighborhood and Mr. Errico. Mr. Bray's counts generally corroborated the findings of his initial level of service analysis, which found no significant degradation of service under future conditions at the three area intersections studied (Washington Avenue/Walnut Street/Fox Street, Anderson Street/Fox Street, and Anderson Street/Cumberland Street).

At the request of Mr. Errico, the applicant has provided an update to the original traffic impact study in the final submittal *(Attachment N)*. This update includes revised trip generation estimates based upon the final building program and trip generation rates suggested by Mr. Errico, a sensitivity analysis for the Fox Street/Anderson Street intersection, and a sight distance analysis for this intersection as well. The trip generation calculations prepared in this update result in a revised estimate of 41 AM and 48 PM peak hour trips, or slightly higher numbers than the calculations contained in the original traffic impact study. When trips from the existing 3Gs use are taken as credit, the net change in trips from the site is revised to 29 AM peak hour and 24 PM peak hour trips. Mr. Bray notes that the original traffic impact study for the project conducted vehicular capacity analyses based on similar trip generation numbers (27 AM and 33 PM peak hour trips), and thus he argues that the level of service analysis remains valid. Again, that analysis found very little impact on peak hour level of service at the three intersections studied. Regarding the revised trip generation numbers and the capacity analysis, Mr. Errico writes,

> *The applicant has revised the trip generation analysis to account for a restaurant use and is estimating the overall projected to generate 29 new vehicles during the AM peak hour and 24 new vehicles during the PM peak hour (these represent the net increase when accounting for 3G's Traffic). This level of traffic is similar to traffic increases assumed in the original traffic impact study analysis and in my professional opinion would not alter the conclusions of the Fox Street/Anderson Street capacity analysis (that acceptable levels of service would be provided).*

Based on neighbors' concerns regarding future operations at the Fox Street/Anderson Street intersection in particular, Mr. Bray also completed a sensitivity analysis, which hypothetically increased the vehicular trips through this intersection by 200% (to 1,120 entering vehicles in the AM peak and 1,460 entering vehicles in the PM peak). The study found that, generally, acceptable vehicular levels of service (i.e.

overall level of service of B during the AM peak hour and C during the PM peak hour) would continue to result. The only movement with any significant level of delay under this hypothetical scenario would be the Fox Street northbound movement during the PM peak hour.

During the preliminary review, neighbors of the site also raised concerns about the corner of Fox Street/Anderson Street and the potential for obstructed sight lines as a result of the proposed development *(Attachments PC-2 and 3)*. In response, the applicant both met with the neighbor and provided documentation of a sight distance analysis in the revised submittal *(Attachment N)*. This analysis took into account the Anderson Street Byway Project improvements for the intersection and found that "[a]pproximately 100 feet of unobstructed sight distance exists from [the southbound approach on Fox Street] with the caveat that on-street parking is prohibited along the north side of Anderson Street across the frontage of the…site for a distance of 45 feet from the Fox Street curb line." This represents the on-street parking condition proposed in the site plan, assuming council approval of changes to the on-street parking schedule.

Related to this concern, one neighbor also requested additional information related to the safety of the Fox Street/Anderson Street intersection *(Attachment PC-2 and 3)*. In the original traffic impact study, Mr. Bray provided documentation of accidents at the Fox Street/Anderson Street intersection based on Maine DOT data. This review showed that the intersection had experienced two accidents over the most recent available three-year data collection period. Based on that data, Fox Street/Anderson Street did not qualify as a high crash location per MDOT standards. In his review, as well as at subsequent planning board meetings, Mr. Errico corroborated that accident data does not indicate existing safety problems at Fox Street/Anderson Street and that, since this intersection is designed as a four-way stop, he does not have concerns about the existing geometry. He also noted that the capital investments associated with the Anderson Street Byway project, which include bumpouts at the Fox Street/Anderson Street intersection, should improve the overall function of the Fox Street/Anderson Street intersection *(Figure 4)*. The applicant's plans include curbing and sidewalk improvements along their frontages in accordance with the Byway project.

In his final comments, Mr. Errico has spoken to the questions regarding safety at this intersection,

> *As noted in previous correspondence, it is my professional opinion that the Fox Street/ Anderson Street intersection will operate safely following project completion. The applicant's traffic engineer has conducted extensive analysis that evaluated motorist sight lines and concluded that conditions are expected to be safe under the four-way STOP sign condition. As part of project comments, we have requested the applicant review other similar four-way STOP controlled intersections within the City, that generally have similar characteristics (traffic volumes, building locations, geometric configuration, etc.). Based upon a review of the most recent three-year period, the following crash frequency was recorded:*
>
> - *Cumberland Avenue @ Mellon Street - 2 crashes; CRF (Critical Rate Factor) of 0.56 with 2.839 Annual Million Entering Vehicles*
> - *Spring Street @ Brackett Street - 5 crashes; CRF of 1.38 with 2.967 Annual Million Entering Vehicles*
> - *North Street @ Walnut Street - 0 crashes; 0 CRF with 0.310 Annual Million Entering Vehicles*
> - *Fox Street @ Anderson Street - 2 crashes; 0.73 CRF with 1.996 Annual Million Entering Vehicles*
>
> *As noted above low crash frequency was experienced and none of the locations are considered to be High Crash Locations per MaineDOT criteria. All-Way STOP sign control is generally known as a safe type of intersection traffic control and is a typical strategy for addressing safety issues. The Manual on Uniform Traffic Control Devices, Federal Highway Administration specifically notes the use of All-Way STOP control as an option for addressing crash patterns at two-way STOP intersection. The Highway Safety Manual, American Association of State Transportation Officials notes the crash reduction benefits of implementing All-Way STOP control, and is a suggested safety strategy at an existing two-way STOP intersection. In my professional opinion,*

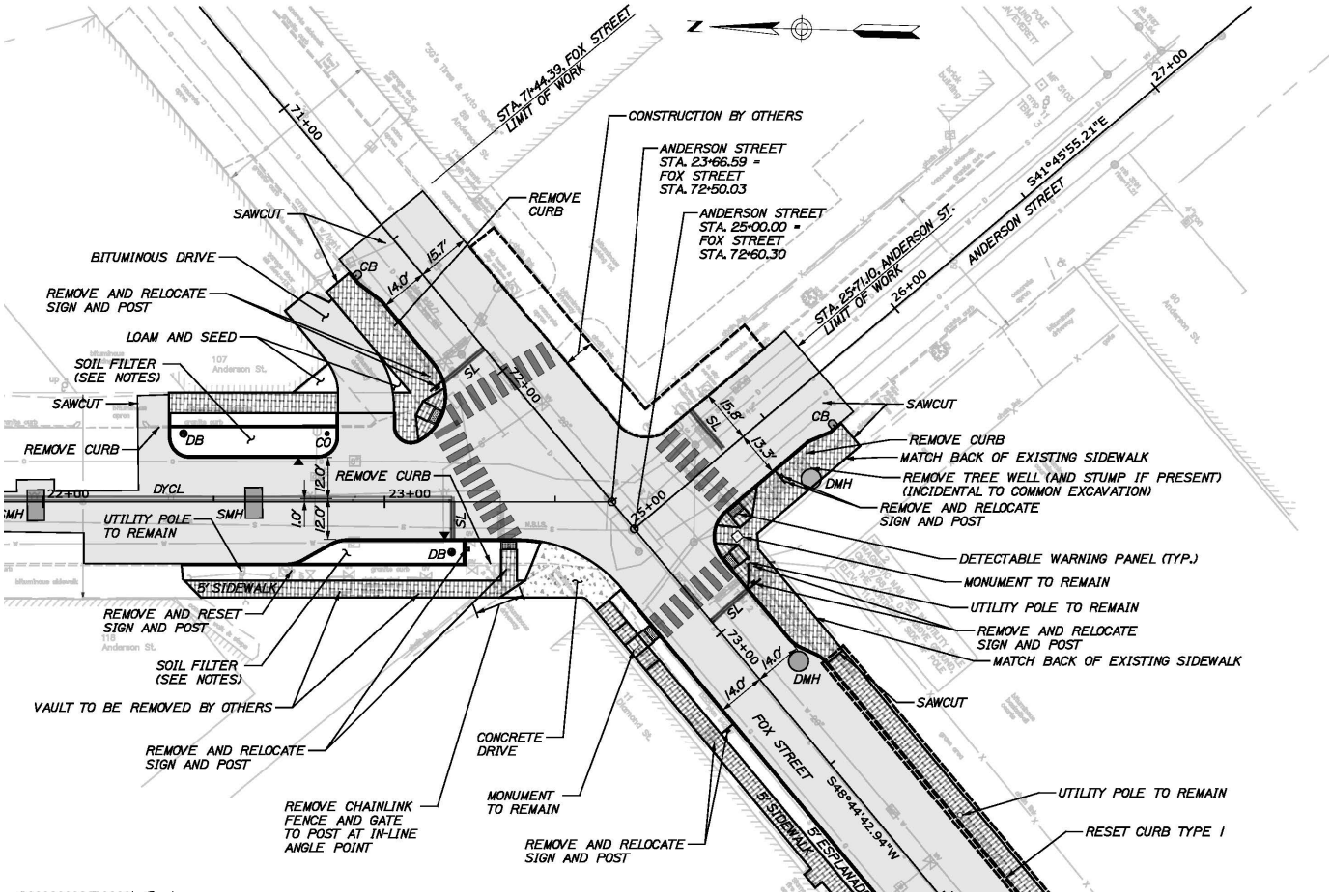


Figure 4: Phase I, Anderson Street Byway Project

> *given all information provided and my intimate knowledge of the intersection, the subject intersection is expected to operate safely following project completion.*

Given this analysis, the city has not requested further action by the applicant on this matter.

Throughout the review, Mr. Errico has identified the Washington Avenue/Walnut Street/Fox Street intersection, east of the project site, as a potential area of concern. He writes,

> *A detailed traffic signal warrant analysis was conducted at the Washington Avenue/Walnut Street/Fox Street intersection. The methods and analyses meet those contained in the Manual on Uniform Traffic Control Devices, Federal Highway Administration and I find them to be acceptable. The conclusion uses existing traffic volumes and concludes that a traffic signal is not warranted under current October 2014 traffic volume conditions. Based upon a detailed review of the warrant analysis, a warrant is closely met, and in my professional opinion, given development growth activity in the area, a traffic signal is likely to be needed in the future. Given both safety and capacity needs at this location…the applicant shall make a $5,000.00 contribution towards future safety improvements at this intersection.*

This contribution has been included as a condition of approval. It would be used towards the Department of Public Services' plans to enhance sight distances and improve the safety of pedestrian crossings at the Washington Avenue/Walnut Street/Fox Street intersection.

b. *Access and Circulation*

The final plans include new brick sidewalks on three frontages and new ramps at the Fox Street/Anderson Street and Everett Street/Anderson Street intersections. Block-style crosswalks are proposed at the Fox Street/Anderson Street intersection as part of the city's Anderson Street Byway project. Pedestrian access to the residential and commercial units is proposed from Anderson Street; pedestrian or bicycle access to the open space at the interior of the site could also be achieved via two doors in the decorative screen on Fox Street, or a door at the building's eastern corner. Mr. Errico has reviewed the proposed sidewalk and ramp design and provided the following comments,

> *Sheet C-10*
> *Each curb ramp needs to show more specific detail as to their construction and not defer to the 'Details' to ensure constructability and meeting ADA/City Technical Standards. Currently they do meet standards nor show sufficient detail to ensure constructability. Please note the following:*
> - *All of the curb ramp flares/tip-downs are too short for new construction.*
> - *The two ramps on Anderson Street are not perpendicular to the curb and are poorly configured. The ramp at Anderson Street/Everett Street is poorly designed and not ADA-compliant. (see comment below regarding the incorrect Detail).*
> - *The one ramp on Fox Street does not have a minimum 4' wide landing at the top, requiring sidewalk users to traverse the flares of the ramps. If necessary, the entire sidewalk should ramp down to the curb ramp to provide a maximum 2% cross-slope and ramp slope within the curb ramp*
> - *The curb ramp on Fox Street should be relocated to provide a perpendicular/shortened crossing across Fox Street.*
>
> *Sheet C-30*
> *This sheet should document the required ADA-compliant pedestrian access route (max 2% cross-slope) will be attained along the project's frontage within the public ROW, and if not, provide any required easements to meet the requirements.*
>
> *The diagonal curb ramp detail is not correct and ADA-compliant. The ramp SHALL be perpendicular, not skewed as shown.*

Revision of the plans to address these comments has been included as a condition of approval.

The plans include vehicular access via an overhead door on Everett Street and internal vehicular circulation in the parking area at the interior of the site. Mr. Errico has reviewed the proposed parking layout and site access and writes,

> *The layout includes a parking space located at the garage entrance. This space is extremely difficult to enter and exit. The applicant has provided a auto-turn graphic for this space…While this space is not easily accessed, my expectation is that this parking space will have low turnover and thus the maneuvering activity should be minimized. I also believe it will be the least or last space used on-site given its configuration. Given that maneuvering activity will not significantly impact the public street system, I have no further comment.*
>
> *The applicant is proposing a driveway that will be 18-feet wide at the garage door opening. Given low traffic volumes entering and exiting the project and slow speeds and low traffic volumes on Everett Street, I support a waiver from the City's driveway width standard.*

Mr. Errico has also expressed his support for the driveway location and a waiver for aisle width on the site *(Attachment 3)*.

c. *Public Transit Access*
The proposed development is not located along a public transit route. As such, no provisions for transit access are required.

d. *Parking*
Division 20 of the land use ordinance requires one parking space/unit for residential development located on the peninsula (*Section 14-332(a)3*). At this ratio, the project would be required to provide 53 parking spaces for the 53 residential units. Division 20 also requires parking for restaurant uses at a rate of one space/each 150 SF not used for food preparation or bulk storage and for retail uses at a rate of one space/each 200 SF in excess of 2,000 SF. The applicant has documented on the draft plat that 1,200 SF of the 1,425 SF restaurant space is not programmed for food preparation or bulk storage and that both commercial units, which the applicant has identified as "retail," measure less than 2,000 SF in size. Given the parking ratios, then, the applicant is required to provide eight parking spaces for the restaurant use and no parking spaces for the retail. This raises the total parking requirement to 61 spaces.

The final plans continue to show 53 spaces on site, failing to meet this total parking requirement. Since the proposal does not meet the 50,000 SF floor area threshold that qualifies a project for a discretionary parking review by the planning board, the applicant is required to comply with the parking requirements of *Section 14-332*. As a mixed use development on the peninsula, however, the applicant has a variety of tools at their disposal in terms of making up the difference between the parking requirement and the proposed parking supply, among these the use of off-site parking (per *Section 14-334*), shared use parking (per *Section 14-343*), or payment of the peninsula in-lie fee (per *Section 14-345)*. Per *Section 14-332,* as a residential development on the peninsula, the applicant may also use shared vehicles to meet portions of the residential parking requirement.

The applicant has proposed to use off-site parking to meet the outstanding parking requirements of Division 20, the eight spaces required for the restaurant use. Per *Section 14-334,* the planning board may permit off-site parking for uses in non-residential zones so long as that parking is located less than 1,500 feet from the use measured along lines of public access and secured by lease with a term of not less than five years with an option to renew. The ordinance reads, "[e]vidence of such control shall be required by showing for review and approval by City Corporation Counsel, at a minimum, a signed letter of intent, purchase and sale agreement, or option for sale or lease at the time of approval, and an executed deed or lease prior to issuance of any certificate of occupancy."

The applicant has provided a letter documenting the intent to enter into such an agreement at the property directly across Fox Street at 107 Anderson Street, currently occupied by Marine Electric, with overflow spaces available by agreement with the adjacent property owner at 41 Fox Street *(Attachment T)*. Per the applicant's off-site parking plan, these spaces fall within the 1,500 foot proximity requirement *(Attachment T)*. However, there are several unresolved elements of this off-site parking proposal. Mr. Errico writes,

> *The applicant is proposing a sufficient parking supply for the residential use on-site and for the commercial uses off-site. I find the number of parking spaces noted to be acceptable but have the following comments as it relates to the off-site leased parking spaces:*
>
> - *The two tandem spaces located off Anderson Street will block an existing entrance to the building and will the interior parked vehicle will have difficulty exiting the space, when the other space is occupied.*
> - *It is unclear where vehicles for the existing Marine Electric business will park.*
> - *City maps indicate that the parking spaces located to the east are located off the Marine Electric site and therefore it is unclear of use rights. It is also unclear of rights/lease agreement for the three parking spaces illustrated on the plan east of the Paper Street.*
> - *The City typically requires multi-year lease agreements. The draft agreement is for one year.*

- *I would note that as an option, paying into the in-lieu parking fund is allowable and would not require any off-site parking spaces.*

At this time, then, the submittal does not meet the requirements of *Section 14-334.* Finalization of the off-site parking plans, including evidence of control of that off-site parking, has been included as a condition of approval for review by the Department of Public Services and Corporation Counsel.

According to the applicant's submittal, 83%, or 44, of the proposed on-site parking spaces are designed as compact spaces. Per the city's Technical Manual (*Section 1.14*), up to 20% of parking provided may be compact in design. In this case, then, only 11 compact parking spaces are technically permitted. The applicant has requested a waiver *(Attachment Q)*. It should be noted that the board has supported waivers for a higher percentage of compact spaces where the parking is privately controlled and not available for public use. It should also be noted that the compact space calculations are based solely on the total on-site parking number proposed. Pending the agreement for the use of off-site spaces, all of which are depicted as standard in size, the ratio of compact spaces would decrease. Related to this issue, Mr. Errico has previously expressed concerns regarding the applicant's use of landscaped area in calculations of parking space dimensions, and requested that the applicant remove these landscaped areas in favor of pervious pavers, which would presumably function better under parking conditions and could thus be counted towards parking dimensional standards. This change would result in 30 additional 8'x18' parking spaces. Per the *Technical Manual*, a standard space is 9'x18'. Mr. Errico writes,

> *I do not support the dimensional configuration of the 16-foot parking spaces. The applicant shall provide full size parking spaces by converting the landscaping strips to a durable pervious pavement/materials that allows for vehicle loading. The applicant is proposing a grass paver that I find to be acceptable. I would also suggest that grass pavers also be installed between the 16-foot parking spaces and the proposed retaining wall.*
>
> *The proposed project exceeds the allowable percentage of compact spaces according to City standards…With the change required above, the number of compact parking spaces is reduced and I have no further comment.*

Modifying the site plan to add porous pavers along the retaining wall has been included as a condition of approval.

Related to on-street parking, Mr. Errico previously requested a plan of on-street parking recommendations. He has reviewed the proposed changes and writes,

> *The applicant has provided the suggested recommendation that I find to be acceptable and have no further comment…It should be noted that the project will require changes to the Traffic Schedule for on-street parking regulations and thus will require City Council approval. The applicant shall be responsible for providing supporting documentation as part of the City Council review packet.*

Documentation of changes to the on-street parking schedule has been included as a condition of approval.

The final plans include 43 bike parking spaces, 39 in an enclosed bike storage area at the building's rear, two in a rack proximate to the restaurant entrance on Anderson Street, and two in a rack between the entrance to the two retail units. This number meets the site plan standard of two spaces/five dwelling units for residential structures (*Section 14-526(a)4.b*). The applicant has provided a detail of the interior bicycle parking as requested during preliminary site plan review.

e. Transportation Demand Management
A transportation demand management plan is not required.

2. Environmental Quality Standards

a. Preservation of Significant Natural Features

There are no known significant natural features on the site.

b. Landscaping and Landscape Preservation

The final landscaping plans include 10 red maples as street trees along the street frontages. Shrub plantings have been revised to include high and lowbush blueberries, inkberry holly, and fountain grass along the Anderson and Everett Street facades. Feather reed grass is proposed at the interior of the site, as are two service berry trees as requested by the city arborist. The final submittal has not been reviewed by the city arborist. This has been included as a condition of approval.

The applicant has requested waivers from both the street tree and parking lot landscaping requirements, citing site constraints. With respect to the parking lot, two trees are proposed, but due to the design of the parking area, which places most of the parking below the building, additional tree plantings untenable. Compensatory contributions to the city's tree fund have been identified in the waiver motions.

c. Water Quality/Storm Water Management/Erosion Control

The site is sloped from a low point at the corner of Fox and Anderson Streets to a high point at the lot's southeast corner, with a grade change of almost 10 feet. The applicant proposes to cut near the rear of the site, along the interior of the block where the property abuts the adjacent residential buildings, and develop a 5 foot retaining wall in this location. Mr. Senus has provided comments with respect to the construction of this wall, as noted above.

The applicant has provided a stormwater management plan *(Attachment I)*. As noted above, the site is entirely impervious under the existing condition. Permeability will actually increase under the proposed buildout. The applicant proposes to run stormwater into the existing separated storm drain in Fox Street. Treatment is neither proposed nor required. Mr. Senus has reviewed the grading and drainage plans and writes,

> *The Applicant has provided an Erosion Control Plan to address erosion and sediment control requirements, inspection and maintenance requirements, and good housekeeping practices in general accordance with Appendix A, B, & C of MaineDEP Chapter 500 (Basic Standards). Although Note 3 on Sheet C-30 requires that catch basin inlet protection be provided on all adjacent, down-gradient catch basins, the plan should show inlet protections on all basins, including the existing catch basins on Fox & Anderson Streets.*
>
> *Sheet C-10 indicates that the landscaped area between the center parking spaces has been revised to include permeable pavers. The applicant has noted that additional details will be provided for the construction of the permeable paver system prior to construction, including the underdrain configuration designed to avoid the tree root balls. We recommend including a condition of approval requiring submittal of these additional details for review prior to granting a building permit.*

These comments have been reflected in the conditions of approval.

3. Public Infrastructure and Community Safety Standards

a. Consistency with Related Master Plans

As noted above, the project is generally deemed consistent with related master plans.

b. Public Safety and Fire Prevention
In preliminary comments, staff raised some concerns with respect to the treatment of the Fairpoint box, which is designed to be enclosed on five sides by the proposed building. The applicant has indicated their intent to screen this area in order to control access and provide for an improved pedestrian experience. Because this area is subject to an existing easement, the details of such a treatment involve multiple parties and remain unresolved at this time. The design for this area has been included as a condition of approval.

The applicant has provided a life safety summary for review by the city's Fire Prevention Bureau *(Attachment L)*. Per this summary, the building will be "protected by a full NFPA 13 sprinkler system with standpipes in each of the egress stairs." Craig Messinger, of the Fire Prevention Bureau, has indicated general approval *(Attachment 7)*.

c. Availability and Capacity of Public Utilities
The applicant has provided evidence of sewer capacity. The Portland Water District has also provided documentation of capacity to serve the project *(Attachment K)*.

4. Site Design Standards

a. Massing, Ventilation, and Wind Impact
No comments.

b. Shadows
A brief assessment of potential shadow impacts on the part of staff indicates that there are not likely to be impacts on publicly accessible open spaces.

c. Snow and Ice Loading
Snow storage plans have been provided *(Plan 13)*. In their revised submittal, he applicant has indicated that, in heavy storm events, snow will be removed from the site.

d. View Corridors
There are no comments.

e. Historic Resources
There are no comments.

f. Exterior Lighting
The applicant has provided a lighting plan indicating full cutoff fixtures in accordance with the city's Technical Manual. The accompanying photometric plans conform to the Technical Manual standards as well *(Plan 17)*. In the revised submittal, the applicant has also depicted two Bayside Medium LED street light fixtures on each of the frontages as requested by staff.

Regarding lights nearby at the Kennedy Park courts, Mr. Margolis-Pineo notes,

> *A previous site plan for the basketball area was recently approved with lights for night time activities. This site plan has expired and is no longer valid. However the Parks and Rec Dept. would like to make the applicant aware that lights may be installed in the future and hereby reserves the right to do so.*

g. Noise and Vibration
No comments at this time.

h. Signage and Wayfinding
No signage or wayfinding is proposed at this time.

i. Zoning-Related Design Standards

The city's site plan ordinance establishes design standards for development in the B-1b zone (*Section 14-526(d)9.a(iii)*). The Design Manual further includes design guidelines for the B-1b zone, as well as design standards for multi-family housing. In the final submittal, the applicant has revised the architectural drawings to address comments from the preliminary design review based on these standards and guidelines *(Figures 5, 6, and 7)*. Among the modifications, the applicant has aligned the fenestration on the Fox Street facade, confirmed that windows on the ground floor meet minimum transparency requirements, revised the cladding pattern in order to bring in more of the copper color into the building's vertical elements, added lighting and signs at the ground floor, and evolved the Fox Street screening concept.

Caitlin Cameron, the city's urban designer, has provided design review comments based on the revised submittal *(Attachment 9)*. The outstanding comments from this review include several related to the proposed screening treatment at the Fox Street frontage. In their final submittal, the applicant provided design alternatives for this area, all based on an abstracted figure ground of East Bayside *(Plan 40)*. Staff reviewed these design alternatives and provided interim comments to the applicant suggesting a finer-grained iteration of the figure ground with a higher degree of porosity. In response, the applicant has very recently indicated the intent to change course entirely. This new concept has not yet been fully developed and, given the timing, the applicant has not provided elevations depicting it graphically. Ms. Cameron notes,

> *The design details of the screen walls on Fox Street and the Fairpoint service box remain to be finalized. Staff recommends a Condition of Approval that enables staff to develop the details of this design with the applicant's design team. The design team has arrived a concept and material choice for the screens but final graphics were not available for final Site Plan submission.*
>
> *…*
>
> *Design of the parking screen should provide visual interest since it is located at ground level of an active street. The design concept and materials have been identified, but the details remain to be finalized. The applicant proposes the use of graphic text generated from site-specific, local stories. The story text, with varying fonts and sizes will comprise the screen cut into Corten steel.*

She has also added,

> *On Anderson Street, applicant chose to keep the proposed landscaping along the commercial façade. Staff recommended more vertical landscaping treatment between the fenestration rather than landscaping placed in front of the windows of the commercial spaces.*

The resolution of these design issues, particularly the Fox Street screen, has been included as a condition of approval.

XIII. STAFF RECOMMENDATION

Subject to the proposed motions and conditions of approval listed below, Planning Division staff recommends that the planning board approve the proposed East Bayside Lofts at 89 Anderson Street.







Figures 5, 6, and 7: Revised Anderson Street, Everett Street, and Fox Street elevations

XIV. PROPOSED MOTIONS

A. WAIVERS

On the basis of the application, plans, reports and other information submitted by the applicant; findings and recommendations contained in the planning board report for the public hearing on May 26, 2015 for application 2015-009 relevant to Portland's technical and design standards and other regulations; and the testimony presented at the planning board hearing:

1. The planning board **finds/does not find**, based upon the consulting transportation engineer's review *(Attachment 3),* that extraordinary conditions exist or undue hardship may result from strict compliance with the *Technical Manual* standard *(Section 1.7.2.3)* which establishes a minimum driveway width of 20 feet for sites with two-way access, that substantial justice and the public interest are secured with the variation in this standard, and that the variation is consistent with the intent of the ordinance. The planning board **waives/does not waive** the *Technical Manual* standard *(Section 1.7.2.3)* to allow a driveway of 18 feet in width at the overhead door on Everett Street;
2. The planning board **finds/does not find**, based upon the consulting transportation engineer's review *(Attachment 3),* that extraordinary conditions exist or undue hardship may result from strict compliance with the *Technical Manual* standard *(Section 1.14)* which requires that aisle width for right-angle parking be 24 feet per *Figure I-27*, that substantial justice and the public interest are secured with the variation in this standard, and that the variation is consistent with the intent of the ordinance. The planning board **waives/does not waive** the *Technical Manual* standard *(Section 1.14)* to allow a 23 foot wide aisle in the parking area at the interior of the site;
3. The planning board **finds/does not find**, based upon the consulting transportation engineer's review *(Attachment 3),* that extraordinary conditions exist or undue hardship may result from strict compliance with the *Technical Manual* standard (*Section 1.14 and Figures I-27 to I-29)* limiting compact spaces to 20% of total parking supply, that substantial justice and the public interest are secured with the variation in this standard, and that the variation is consistent with the intent of the ordinance. The planning board **waives/does not waive** the Technical Manual standard (*Section 1.14 and Figures I-27 to I-29)* to allow 83% compact spaces*;*
4. The Planning Board **finds/does not find** that the applicant has demonstrated that site constraints prevent the planting of all required trees in the parking area due to the area's size and configuration. The planning board **waives/does not waive** the site plan standard (*Section 14-526(b)2.b(ii))* and concludes that the applicant shall make a financial contribution of $1,800 for nine trees to Portland's tree fund; and
5. The planning board **finds/does not find** that the applicant has demonstrated that site constraints prevent the planting of all required street trees in the right-of-way. The planning board **waives/does not waive** the site plan standard (*Section 14-526 (b) (iii)* requiring one street tree per unit for multi-family development and concludes that the applicant shall contribute $8,600 for 43 street trees to Portland's tree fund.

B. SUBDIVSION

On the basis of the application, plans, reports and other information submitted by the applicant; findings and recommendations contained in the planning board report for the public hearing on May 26, 2015 for application 2015-009 relevant to the subdivision regulations; and the testimony presented at the planning board hearing, the planning board finds that the plan **is/is not** in conformance with the subdivision standards of the land use code, subject to the following conditions of approval, which must be met prior to the signing of the plat:

1. The applicant shall finalize the subdivision plat for review and approval by Corporation Counsel, the Department of Public Services, and the Planning Authority; and

2. The applicant shall provide a pedestrian access easement for the areas of sidewalk that do not lie within the right-of-way.

C. DEVELOPMENT REVIEW

On the basis of the application, plans, reports and other information submitted by the applicant; findings and recommendations contained in the Planning Board Report for the public hearing on May 26, 2015 for application 2015-009 relevant to the site plan regulations; and the testimony presented at the planning board hearing, the planning board finds that the plan **is/is not** in conformance with the site plan standards of the land use code, subject to the following conditions of approval that must be met prior to the issuance of a building permit, unless otherwise stated:

1. The applicant shall provide a revised construction management plan, including:
   a. Details regarding pedestrian detours, ADA compliance, and contractor parking as requested by the city's consulting traffic engineer *(Attachment 3),*
   b. Details regarding the constructability of the proposed retaining wall on the subject property as requested by the city's consulting civil engineer *(Attachment 6)*, and
   c. Provisions for any necessary temporary construction easements

   for review and approval by the Department of Public Services;

2. The applicant shall make financial contribution of $5,000 toward improvements at the Fox Street/Walnut Street/Washington Avenue intersection, for review and approval by the Department of Public Services;

3. The applicant shall submit a revised plan set, including:
   a. Modifications to ramps and sidewalks, documentation of ADA accessibility, and porous pavers along the proposed retaining wall as requested by the city's consulting traffic engineer *(Attachment 3)*;
   b. Final stamped retaining wall plans, inlet protection devices, and details related to the porous pavers and associated underdrain as requested by the city's consulting civil engineer *(Attachment 6)*;

   for review and approval by the Department of Public Services;

4. The applicant shall provide documentation that the parking requirements of Division 20 have been met by:
   a. Finalizing off-site parking plans and providing evidence of control of off-site parking in accordance with *Section 14-334* for review and approval by the Planning Authority, Corporation Counsel, and the Department of Public Services, with an executed lease due at certificate of occupancy, or
   b. Providing alternative plans in accordance with Division 20 for review and approval by the Planning Authority and the Department of Public Services;

5. Prior to issuance of a certificate of occupancy, the applicant shall provide supporting documentation for proposed changes to the on-street parking schedule for review and approval by the Department of Public Services;

6. The applicant shall revise the landscape plan to depict tree species, plant sizes, and planter details as requested by the city arborist *(Attachment 4)* for review and approval by the arborist*;*

7. The applicant shall obtain a license, to be granted by the city, for the proposed grease trap in the Fox Street right-of-way for review and approval by the Department of Public Services and Corporation Counsel;

8. Prior to issuance of a certificate of occupancy, the applicant shall provide drawings related to the proposed treatment of the Fairpoint box for review and approval by the Planning Authority; and

9. The applicant shall provide drawings addressing the comments of Ms. Cameron *(Attachment 8),* particularly with respect to the treatment of the Fox Street screen, for review and approval by the Planning Authority.

XV. ATTACHMENTS

PLANNING BOARD REPORT ATTACHMENTS

1. City surveyor review (memo from Bill Clark, 5/4/15)
2. Corporation counsel review (memo from Jennifer Thompson, 4/28/15)
3. Traffic engineer review (memo from Thomas Errico, 5/20/15)
4. Civil engineer review (memo from David Senus, 5/7/15)
5. Department of Public Services review (memo from David Margolis-Pineo, 5/6/15)
6. City Arborist review (memo from Jeff Tarling, 2/11/15)
7. Fire Prevention Bureau review (memo from Craig Messinger, 2/11/15)
8. Design review (memo from Caitlin Cameron, 5/20/15)

APPLICANT'S SUBMITTALS

A. Cover letter (from Jonathan Culley, Redfern Properties, 1/21/15)
B. Level III site plan application
C. Evidence of right, title, and interest
D. Evidence of state and/or federal permits
E. Zoning analysis
F. Summary of easements
G. Evidence of financial capacity
H. Civil engineer cover letter (from Will Savage, 1/14/15)
I. Stormwater management report
J. Erosion and sedimentation control report
K. Capacity to serve letters
L. Summary of fire safety
M. Architectural design narrative
N. Traffic impact study (including signal warrant analysis and crash data)
O. Cover letter (from Jonathan Culley, Redfern Properties, 4/22/15)
P. Civil engineer cover letter (from Will Savage, 4/16/15)
Q. Written request for waivers
R. Solid waste generation letter
S. Geotechnical report
T. Off-site parking plan and letters of intent
U. PWD approval letter

PLANS

Plan 1. Cover Sheet & Legend
Plan 2. General Notes
Plan 3. Boundary Survey
Plan 4. Site Layout Plan
Plan 5. Utility Plan
Plan 6. Grading, Drainage, & Erosion Control Plan
Plan 7. Site Details - 1
Plan 8. Site Details - 2
Plan 9. Utility Details
Plan 10. Drainage Details
Plan 11. Erosion Control Details & Notes
Plan 12. Subdivision Plat
Plan 13. Snow Storage Plan
Plan 14. Circulation Plan
Plan 15. Parking detail

Plan 16. Retaining wall profile
Plan 17. Photometric plan
Plan 18. Landscape Plan
Plan 19. First Floor Plan
Plan 20. Second Floor Plan
Plan 21. Fourth Floor Plan
Plan 22. Anderson Street Elevation
Plan 23. Fox Street Elevation
Plan 24. Everett Street Elevation
Plan 25. Looking SE at Fox/Anderson (Before)
Plan 26. Looking SE at Fox/Anderson (After)
Plan 27. Looking NE from Fox (Before)
Plan 28. Looking NE from Fox (After)
Plan 29. Looking SE from Anderson (Before)
Plan 30. Looking SE from Anderson (After)
Plan 31. Looking SW from Fox (Before)
Plan 32. Looking SW from Fox (After)
Plan 33. Looking NW from Anderson (Before)
Plan 34. Looking NW from Anderson (After)
Plan 35. Anderson/Everett (Before)
Plan 36. Anderson/Everett (After)
Plan 37. Fox/Anderson (Before)
Plan 38. Fox/Anderson (After)
Plan 39. Fox Street (After)
Plan 40. Screen Alternatives
Plan 41. Construction management plan

PUBLIC COMMENTS

PC-1. Neighborhood meeting packet
PC-2. Public comment (email from Cynthia Cochran, 3/2/15)
PC-3. Public comment (email from Cynthia Cochran, 3/4/15)
PC-4. Public comment (email from Cynthia Cochran, 5/21/15)

From: William Clark
To: Helen Donaldson
CC: Barbara Barhydt; David Margolis-Pineo; Jennifer Thompson
Date: 5/4/2015 2:22 PM
Subject: 89 Anderson Survey Review Comments 4 23 2015
Attachments: Anderson St 89 Subdivision Plat 41615 Survey Review 4 23 2015.PDF

Hi Nell,

Here are survey review comments related to the attached plan review.

1. Bearings and distances around the perimeter are missing.

2. Property corners to be set are missing.

3. State Plane Coordinates need to be shown for all the property corners.

4. Existing City of Portland granite offset survey monument at Anderson Street and Everett Street is alluded to, but not shown. Need to add a note "City of Portland Surveyor needs to be contacted prior to installing the Proposed Pedestrian Ramp. If the monument needs to be cut lower it will be to responsibility of the contractor to supply and install a cast iron survey monument frame and cover with the project Professional Land Surveyor shall drilling and marking the monument with a City Survey Disk as required by City of Portland Technical Standards."

5. Proposed Easement/License Area for Grease Interceptor must be prepared by a Professional Land Surveyor.

The easement area is not tied into the property lines and cannot be recreated. The easement area needs to be along the line of Fox Street and not floating with a gap between it and the property/street line. A tie bearing and distance needs to be shown along Fox Street from the easterly corner of Fox Street and Anderson Street. The easement area has bearings and distances on opposite sides which are not parallel and equal respectively. To keep it simple and conform with the current Standard of Practice for Land Surveyors I would suggest making the easement area 8.00 feet by 18.00 feet with 90 degree angles at the corners.

6. Graphic Scale does not scale correctly.

7. Subdivision Plans require the seal of a Professional Land Surveyor. Seals by non-licensed individuals is considered practicing surveying without a license.

Thanks,

Bill

William Clark, PLS
Senior Project Engineer
Engineering
Department of Public Services
City of Portland
55 Portland St.
Portland, ME 04101
207 874 8847

SPACE AND BULK STANDARDS

ZONE: B1b	REQUIRED	PROVIDED
MINIMUM LOT SIZE	NONE	0.53 Acres
MINIMUM STREET FRONTAGE	20'	146'-8"
FRONT YARD	NONE	–
SIDE YARD	NONE	–
REAR YARD (ABUTS R6)	10'	10'-5"
STRUCTURE STEPBACKS (REAR YARD ABOVE 35')	15'	15'
MAXIMUM LOT COVERAGE	100%	–
MINIMUM LOT WIDTH	NONE	–
MAXIMUM BUILDING HEIGHT	45'	43'-11-3/4"
MAXIMUM IMPERVIOUS SURFACE RATIO	90%	90%
MAXIMUM FLOOR AREA 1ST FLOOR NON-RES.	10,000 SF	4,353 SF
MAXIMUM RETAIL SPACE	5,000 SF	835 SF
MAXIMUM NUMBER OF DWELLING UNITS	435 SF/UNIT = 53 UNITS	53 UNITS
RESTAURANT PARKING: 1 SPACE /150 SF	915 SF/150 = 6.1 SPACES	OFF-SITE LEASED SPACES
RETAIL PARKING	0 REQUIRED	0
RESIDENTIAL PARKING: 1 DWELLING PER UNIT	53 SPACES	53 SPACES
MIN. INTERNAL RESIDENT BIKE STORAGE SPACES	2 SPACES/5 D.U. =21.2	39 SPACES
MIN. NON-RESIDENTIAL BIKE STORAGE SPACES	2 SPACES/10 CAR; 6.6 CARS = 2 SPACES	4

PARKING SUMMARY

PARKING DIMENSION	# PARKING SPACES
STANDARD (9'X18')	9
COMPACT WIDTH (8'X18')	10
COMPACT WIDTH/LENGTH (8'X16')	30
COMPACT WIDTH/LENGTH (8'X15')	4
TOTAL SPACES	53

GENERAL NOTES:

1. ZONING ANALYSIS COMPLETED BY RYAN SENATORE ARCHITECTURE.
2. REFER TO SOREN DENIORD DESIGN STUDIO PLANS FOR LANDSCAPE DRAWINGS AND DECORATIVE SCREEN, PLANS DATED 4/1/2015.
3. PLANS DEPICT PROPOSED CONDITION WITHIN ANDERSON AND FOX STREET. REFERENCED PLANS TITLED ANDERSON STREET NEIGHBORHOOD BYWAY PROJECT PHASE 1 OF 2, CONSTRUCTION PLANS DATED OCTOBER 2014.
4. FOR INFORMATION REGARDING PROPOSED UTILITY CHANGES, REFER TO UTILITY PLAN, SHEET C-20, MOST RECENT VERSION.
5. FOR INFORMATION REGARDING PROPOSED GRADING CHANGES, REFER TO GRADING PLAN, SHEET C-30, MOST RECENT VERSION.
6. TOTAL SITE AREA INCLUDES 0.53 ACRES. R.O.W. WIDTHS FOR ANDERSON STREET, FOX STREET, AND EVERETT STREET ARE 50-FEET PER EXISTING CONDITIONS PLAN. SEE EXISTING CONDITIONS PLAN INDICATING VARYING PROPERTY LINES ALONG ANDERSON STREET SIDE OF PROPERTY, DATED 3/30/2015.
7. LIGHTING PLAN SEE SWANEY LIGHTING ASSOCIATES, INC. PLAN TITLE 89 ANDERSON, DATED 4/1/15 OR LATER
8. SITE BOUNDARIES PER EXISTING CONDITIONS PLAN.
9. AS OF 3/30/2015, SITE IS BOUNDED BY THE FOLLOWING ZONES PER CITY OF PORTLAND GIS WEBSITE:
   - 9.1. ILB ZONE ON WEST SIDE OF FOX STREET.
   - 9.2. ROS ZONE ON SOUTH SIDE OF ANDERSON STREET.
   - 9.3. R6 ZONE ON EAST SIDE OF EVERETT STREET, AND ON NORTHERN BOUNDARY WITH GREENLEAF APARTMENTS, LLC.



RECORDING INFORMATION
STATE OF MAINE, CUMBERLAND COUNTY REGISTRY OF DEEDS

RECEIVED: ____________

RECORDED IN ____________

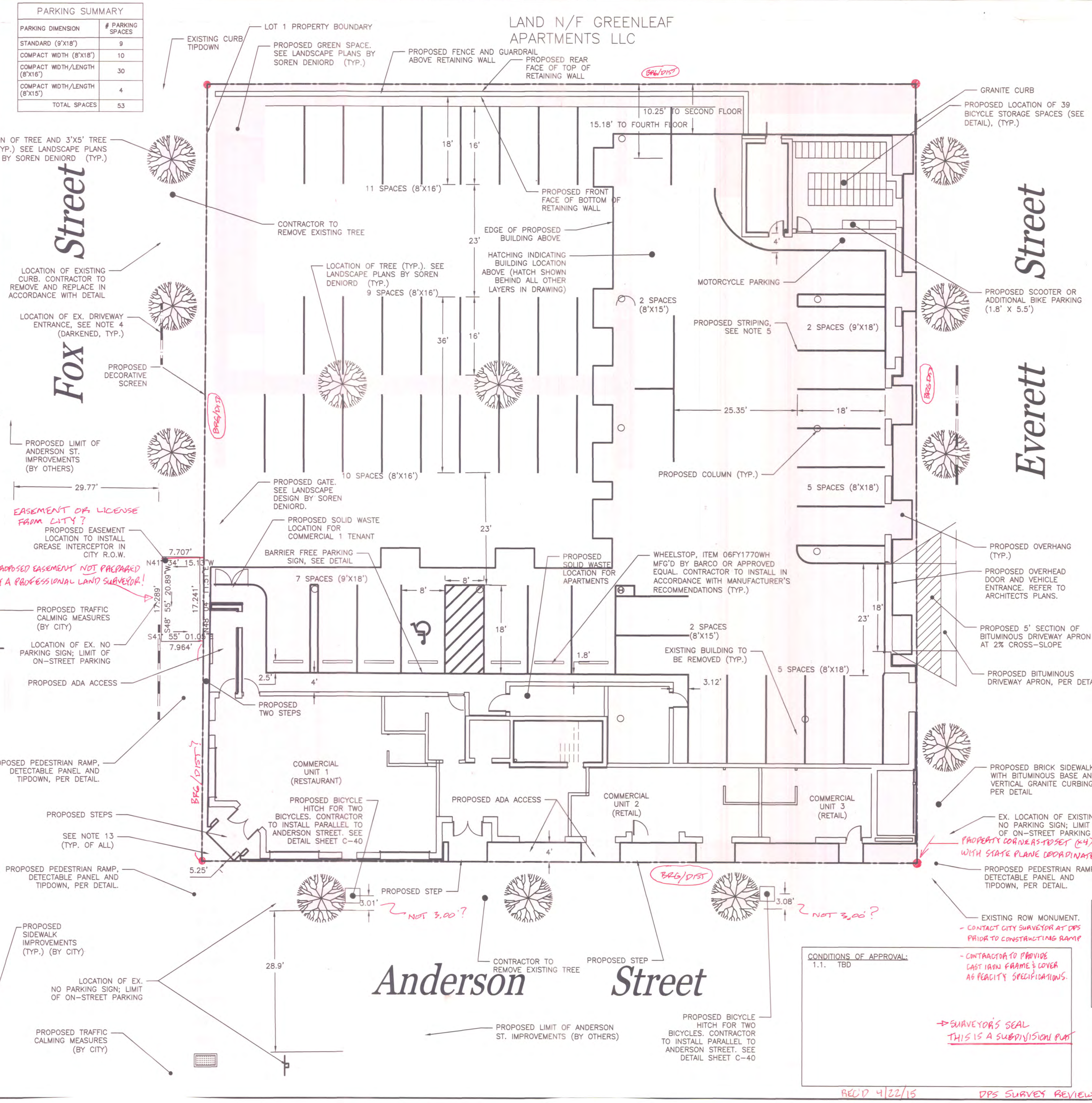
ATTEST: ____________ REGISTRAR

OWNER/SUBDIVIDER:

REDFERN BAYSIDE LLC
PORTLAND, MAINE
CONTACT: JONATHAN CULLEY

CIVIL/SITE ENGINEER:

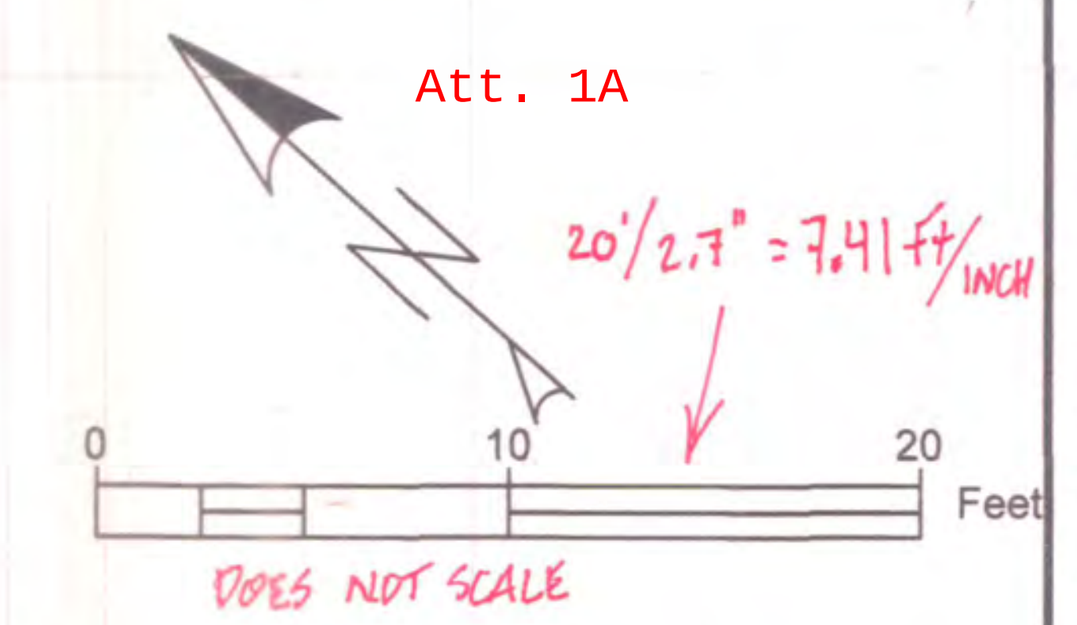
ACORN ENGINEERING, INC.
PORTLAND, MAINE
CONTACT: WILL SAVAGE, P.E.



CONDITIONS OF APPROVAL:
1.1. TBD

→ SURVEYOR'S SEAL
THIS IS A SUBDIVISION PLAT

Att. 1A



SITE PLAT NOTES:

1. LOCUS PARCEL IS SHOWN ON THE CITY OF PORTLAND ASSESSOR'S MAP 12, BLOCK I, AS LOTS 1 AND , AND IS LISTED AS 89 ANDERSON STREET, AND 29 EVERETT STREET.
2. AREA OF LOCUS PARCEL, INCLUDING EASEMENT, IS 23,239.1 SQUARE FEET (0.53 ACRE) TO MONUMENTED LINE OF ANDERSON STREET; 23,425.7 SQUARE FEET (0.54 ACRE) TO R/W LINE PER EXISTING CONDITIONS PLAN REFERENCE 14.
3. LOCUS PARCEL DOES NOT SCALE IN A SPECIAL FLOOD HAZARD AREA PER FEMA FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 230051 0013B, INDEX DATED DECEMBER 8, 1998. THE PARCEL SCALES IN ZONE C.
4. FOR MORE INFORMATION REGARDING NE&T EASEMENT, SEE EASEMENT DEED FROM PARTICK J AND SHARON A LEE TO NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY, DATED SEPTEMBER 6, 1991 AND RECORDED IN CCRD BOOK 9816, PAGE 171. SEE EXISTING CONDITIONS PLAN REFERENCE 12.
5. ALL BUILDING CORNER OFFSETS TO BOUNDARY LINES ARE FROM CORNERBOARDS AND NOT BUILDING FOUNDATION, UNLESS OTHERWISE NOTED.
6. VEHICLE ACCESS SHALL BE MAINTAINED AT ALL TIMES BY ADEQUATE SNOW REMOVAL IN ACCORDANCE WITH THE PROJECT SNOW STORAGE PLAN. PER CITY OF PORTLAND ZONING, A FRONT YARD NEED NOT EXCEED THE AVERAGE DEPTH OF FRONT YARDS ON EITHER SIDE OF THE LOT.
7. THIS SHEET IS THE SUBDIVISION PLAT FOR THE CREATION OF UP TO 53 DWELLING UNITS IN A NEW MIXED-USE BUILDING TO BE CONSTRUCTED ON THE SUBJECT PROPERTY. APPROVAL OF THIS PLAT DOES NOT CREATE ANY SUBDIVISION OF THE LAND ON THE SUBJECT PROPERTY.
8. THE SIGNATURES OF THE CITY OF PORTLAND PLANNING BOARD ON THIS SUBDIVISION PLAT CONSTITUTE SUBDIVISION APPROVAL FOR THE CREATION OF 53 RESIDENTIAL UNITS. THE NON-RESIDENTIAL UNITS ARE NOT SUBJECT TO SUBDIVISION REGULATION.
9. MAINTENANCE AND MANAGEMENT OF DRIVEWAYS, SIDEWALKS, STORMWATER DEVICES, SITE LIGHTING, TRASH REMOVAL, AND SNOW REMOVAL SHALL BE THE RESPONSIBILITY OF THE OWNER.
10. THE OWNER SHALL BE RESPONSIBLE FOR COMPLYING WITH THE CONDITIONS OF CHAPTER 32 STORMWATER INCLUDING ARTICLE III, POST-CONSTRUCTION STORMWATER MANAGEMENT, WHICH SPECIFIES ANNUAL INSPECTIONS AND REPORTING REQUIREMENTS AT A MINIMUM. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR COMPLYING WITH THE CONDITIONS OF THE SUBMITTED STORMWATER MANAGEMENT PLAN AND THE APPROVED PLANS, AND MEET CITY STANDARDS AND STATE GUIDELINES.
11. A SUBDIVISION IS DEFINED AS THE DIVISION OF A LOT, TRACT, OR PARCEL OF LAND INTO THREE (3) OR MORE LOTS, INCLUDING LOTS OF FORTY ACRES OR MORE, WITHIN ANY FIVE-YEAR PERIOD WERE ACCOMPLISHED BY LEASE, SALE, DEVELOPMENT, BUILDINGS, OR OTHERWISE AND AS FURTHER DEFINED IN 30-A MRSA SECTION 4401. THE TERM SUBDIVISION SHALL ALSO INCLUDE THE DIVISION OF A NEW STRUCTURE OR STRUCTURES ON A TRACT OR PARCEL OF LAN INTO THREE (3) OR MORE DWELLING UNITS WITHIN A FIVE YEAR PERIOD AND THE DIVISION OF AN EXISTING STRUCTURE IR STRUCTURES PREVIOUSLY USED FOR COMMERCIAL OR INDUSTRIAL USE INTO THREE OR MORE DWELLING UNITS WITHIN A FIVE YEAR PERIOD. THE AREA INCLUDED IN THE EXPANSION OF AN EXISTING BUILDING IS DEEMED TO BE A NEW STRUCTURE FOR THE PURPOSES OF THIS NOTE. A DWELLING UNIT SHALL INCLUDE ANY PART OF A STRUCTURE WHICH, THROUGH THE SALE OR LEASE, IS INTENDED FOR HUMAN HABITATION, INCLUDING SINGLE-FAMILY AND MULTI-FAMILY HOUSING CONDOMINIUMS, APARTMENTS AND TIME-SHARE UNITS.
12. SITE PLAN PROVIDES SIDEWALKS THAT ARE INCLUDED PARTIALLY IN THE CITY RIGHT-OF-WAY AND PARTIALLY WITHIN THE PROJECT PROPERTY. THESE LOCATIONS, SHOWN ON THE SUBDIVISION PLAT, ARE EASEMENT FOR PEDESTRIAN TRAVEL OVER PORTIONS OF THE SIDEWALK LOCATED ON THE SUBJECT PROPERTY TO BE RECORDED AT THE CUMBERLAND COUNTY REGISTRY OF DEEDS. SAID EASEMENT SHALL BE REDUCED OR TERMINATED TO THE EXTENT THAT THE CITY OF PORTLAND PLANNING AUTHORITY APPROVES THE REDUCTION OR ELIMINATION OF SUCH SIDEWALKS ON THE SUBJECT PROPERTY.

APPROVED: PORTLAND PLANNING BOARD

CHAIRPERSON: ____________ DATE: ____________

PERMIT PLAN
NOT FOR
CONSTRUCTION

ISSUED FOR	BY / DATE
COMMENT RESPONSE	WHS 4/16/15

REVISION	REV. / DATE

DRAWING NAME: SUBDIVISION PLAT

PROJECT NAME: EAST BAYSIDE LOFTS

CLIENT: REDFERN BAYSIDE, LLC.
P.O. BOX 8816 PORTLAND, ME 04104

ACORN ENGINEERING, INC.
ACORN ENGINEERING, INC.
158 DANFORTH STREET, PORTLAND MAINE 04102
(207) 775-2655

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

FILE:	1053_CIVIL
DATE:	3-30-2015
JN:	1053
SCALE:	1:10
DESIGNED BY:	WHS
DRAWN BY:	MAG
CHECKED BY:	WHS

STATE OF MAINE
WILLIAM H. SAVAGE
No. 11419
4-14-15
LICENSED PROFESSIONAL ENGINEER

DRAWING NO.
SP-1

REC'D 4/22/15

DPS SURVEY REVIEW 4/23/15

Att. 2

From: Jennifer Thompson
To: Helen Donaldson
Date: 4/28/2015 12:00 PM
Subject: Re: subdivision plat, 89 Anderson Street

Hi Nell - I've given it a rather cursory look. A couple of things that occurred to me:

I don't see a legend.
I think you noted this but I don't see a list of easements in the notes under a heading "easements."
It's not necessary to quote various subdivision legal standards in the notes (e.g. Note 11)
These are going to be apartments, right? Not Condos?
It looks to me like our Code requires "reference to recorded subdivision plats of adjoining platted land by book and page number" so if the land "n/f greenleaf apartments" is a subdivision, that should be clear.
As you noted, the reference to nonexistent/incorrectly identified notes should be fixed.

From: Tom Errico <thomas.errico@tylin.com>
To: Helen Donaldson <HCD@portlandmaine.gov>
CC: David Margolis-Pineo <DMP@portlandmaine.gov>, Katherine Earley <KAS@portlandmaine.gov>, Jeff Tarling <JST@portlandmaine.gov>, "JeremiahBartlett" <JBartlett@portlandmaine.gov>
Date: 5/20/2015 2:09 PM
Subject: 89 Anderson Street - Final Traffic Comments

Hi Nell - The following is a status update of preliminary traffic comments and represent final comments for the project.

* The parking area has several dimensional elements that do not meet City standards and my specific comments are noted below:

- Parking aisle widths are less than 24 feet and do not meet standards. In general the project is providing an aisle width of 23 feet and therefore it is nearly meeting the required standard. However, the project is also assuming a significant percentage of compact parking spaces and thus in combination I do have some concerns. The applicant should provide additional auto-turn graphics for a representative sample of the parking spaces.
  Status: I support a waiver from the City's Technical Standards for aisle width.

- The City does not allow vehicle overhang as part of meeting dimensional parking stall size standards. Accordingly, it should not be assumed as part of the engineering evaluation. The length of a parking space shall be assumed to be 16 feet.
  Status: I do not support the dimensional configuration of the 16-foot parking spaces. The applicant shall provide full size parking spaces by converting the landscaping strips to a durable pervious pavement/materials that allows for vehicle loading. The applicant is proposing a grass paver that I find to be acceptable. I would also suggest that grass pavers also be installed between the 16-foot parking spaces and the proposed retaining wall.

- The proposed project exceeds the allowable percentage of compact spaces according to City standards. The applicant should provide information that supports this request.
  Status: With the change required above, the number of compact parking spaces is reduced and I have no further comment.

- The layout includes a parking space located at the garage entrance. This space is extremely difficult to enter and exit. The applicant has provided a auto-turn graphic for this space, but I need to review further.
  Status: While this space is not easily accessed, my expectation is that this parking space will have low turnover and thus the maneuvering activity should be minimized. I also believe it will be the least or last space used on-site given its configuration. Given that maneuvering activity will not significantly impact the public street system, I have no further comment.

* The applicant is proposing a driveway that will be 18-feet wide at the garage door opening. Given low traffic volumes entering and exiting the project and slow speeds and low traffic volumes on Everett Street, I support a waiver from the City's driveway width standard.
Status: I have no further comment.

* I have reviewed the sidewalk design in respect to conformance with the Anderson Street Neighborhood Byway Project. The proposed plan generally matches the plan, but the applicant shall review the handicap ramp design to ensure there is adequate maneuvering space at the top of the ramp and thus meets ADA standards.
Status: The following notes specific comments:

<u>Sheet C-10:</u>
Each curb ramp needs to show more specific detail as to their construction and not defer to the 'Details' to ensure constructability and meeting ADA/City Technical Standards. Currently they do meet standards nor

show sufficient detail to ensure constructability. Please note the following:

- *All of the curb ramp flares/tip-downs are too short for new construction.*
- *The two ramps on Anderson Street are not perpendicular to the curb and are poorly configured. The ramp at Anderson Street/Everett Street is poorly designed and not ADA-compliant. (see comment below regarding the incorrect Detail).*
- *The one ramp on Fox Street does not have a minimum 4' wide landing at the top, requiring sidewalk users to traverse the flares of the ramps. If necessary, the entire sidewalk should ramp down to the curb ramp to provide a maximum 2% cross-slope and ramp slope within the curb ramp*
- *The curb ramp on Fox Street should be relocated to provide a perpendicular/shortened crossing across Fox Street.*

<u>Sheet C-30</u>
This sheet should document the required ADA-compliant pedestrian access route (max 2% cross-slope) will be attained along the project's frontage within the public ROW, and if not, provide any required easements to meet the requirements.

* The proposed driveway location meets City corner clearance standards and accordingly I find it to be acceptable.
Status: I have no further comment.

* A detailed traffic signal warrant analysis was conducted at the Washington Avenue/Walnut Street/Fox Street intersection. The methods and analyses meet those contained in the Manual on Uniform Traffic Control Devices, Federal Highway Administration and I find them to be acceptable. The conclusion uses existing traffic volumes and concludes that a traffic signal is not warranted under current October 2014 traffic volume conditions. Based upon a detailed review of the warrant analysis, a warrant is closely met, and in my professional opinion, given development growth activity in the area, a traffic signal is likely to be needed in the future. Given both safety and capacity needs at this location, the applicant will be required to make a monetary contribution to this intersection. I will provide a contribution estimate in the future.
Status: The applicant shall make a $5,000.00 contribution towards future safety improvements at this intersection.

* The applicant conducted a trip generation analysis assuming the commercial space is occupied by a Specialty Retail use and therefore would add approximately 8 vehicles to the road system during the PM Peak hour. If the commercial space is assumed to be a High-Turnover restaurant, 32 additional PM peak hour trips can be expected. I would note that not all of this traffic would be new and in fact a reduction in trips is likely given the projects urban location. The applicant notes that the original traffic study did not account for a reduction of vehicle trips due to the elimination of the 3G's business. I concur with the applicant that when considering this trip credit, the level of service analysis conclusion should remain valid (that the intersection will operate at a very good level of service), even under a restaurant use assumption. With that said, the applicant shall provide a final estimate of traffic generation according to proposed land uses.
Status: The applicant has revised the trip generation analysis to account for a restaurant use and is estimating the overall projected to generate 29 new vehicles during the AM peak hour and 24 new vehicles during the PM peak hour (these represent the net increase when accounting for 3G's Traffic). This level of traffic is similar to traffic increases assumed in the original traffic impact study analysis and in my professional opinion would not alter the conclusions of the Fox Street/Anderson Street capacity analysis (that acceptable levels of service would be provided).

* The applicant shall provide an evaluation of on-street parking recommendations along their property frontages. It should be noted that the project will require changes to the Traffic Schedule for on-street parking regulations and thus will require City Council approval. The applicant shall be responsible for providing supporting documentation as part of the City Council review packet.
Status: The applicant has provided the suggested recommendation that I find to be acceptable and have no further comment.

* The applicant shall provide a construction management plan for review and approval.
Status: I have reviewed the construction management plan and generally find it to be acceptable guide. I would

note that a temporary crossing on Anderson Street will be required. The specific locations and how these crossings are designed will need to be reviewed and approved by DPS. I would further note that all sidewalk detours will need to be ADA compliant. Lastly, the contractor shall provide provisions for worker parking that does not utilize on-street parking spaces.

* The applicant shall provide a final parking plan for the project for review and approval.

Status: The applicant is proposing a sufficient parking supply for the residential use on-site and for the commercial uses off-site. I find the number of parking spaces noted to be acceptable but have the following comments as it relates to the off-site leased parking spaces:

- *The two tandem spaces located off Anderson Street will block an existing entrance to the building and will the interior parked vehicle will have difficulty exiting the space, when to other space is occupied.*
- *It is unclear where vehicles for the existing Marine Electric business will park.*
- *City maps indicate that the parking spaces located to the east are located off the Marine Electric site and therefore it is unclear of use rights. It is also unclear of rights/lease agreement for the three parking spaces illustrated on the plan east of the Paper Street.*
- *The City typically requires multi-year lease agreements. The draft agreement is for one year.*
- *I would note that as an option, paying into the in-lieu parking fund is allowable and would not require any off-site parking spaces.*

<u>New Comments</u>

** The diagonal curb ramp detail is not correct and ADA-compliant. The ramp SHALL be perpendicular, not skewed as shown.*

** As noted in previous correspondence, it is my professional opinion that the Fox Street/Anderson Street intersection will operate safely following project completion. The applicant's traffic engineer has conducted extensive analysis that evaluated motorist sight lines and concluded that conditions are expected to be safe under the four-way STOP sign condition. As part of project comments, we have requested the applicant review other similar four-way STOP controlled intersections within the City, that generally have similar characteristics (traffic volumes, building locations, geometric configuration, etc.). Based upon a review of the most recent three-year period, the following crash frequency was recorded:*

- *Cumberland Avenue @ Mellon Street - 2 crashes; CRF of 0.56 with 2.839 Annual Million Entering Vehicles*
- *Spring Street @ Brackett Street - 5 crashes; CRF of 1.38 with 2.967 Annual Million Entering Vehicles*
- *North Street @ Walnut Street - 0 crashes; 0 CRF with 0.310 Annual Million Entering Vehicles*
- *Fox Street @ Anderson Street - 2 crashes; 0.73 CRF with 1.996 Annual Million Entering Vehicles*

As noted above low crash frequency was experienced and none of the locations are considered to be High Crash Locations per MaineDOT criteria. All-Way STOP sign control is generally known as a safe type of intersection traffic control and is a typical strategy for addressing safety issues. The Manual on Uniform Traffic Control Devices, Federal Highway Administration specifically notes the use of All-Way STOP control as an option for addressing crash patterns at two-way STOP intersection. The Highway Safety Manual, American Association of State Transportation Officials notes the crash reduction benefits of implementing All-Way STOP control, and is a suggested safety strategy at an existing two-way STOP intersection. In my professional opinion, given all information provided and my intimate knowledge of the intersection, the subject intersection is expected to operate safely following project completion.

If you have any questions, please contact me.

Best regards,

Thomas A. Errico, PE
Senior Associate
Traffic Engineering Director

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Att. 4

MEMORANDUM

TO: Nell Donaldson, Planner
FROM: David Senus, P.E.
DATE: May 21, 2015
RE: 89 Anderson Street, Final Level III Site Plan Application

---

Woodard & Curran has reviewed the Response to Comments on the Level III Site Plan Application for the proposed mixed-use development located at 89 Anderson Street in Portland, Maine. The project involves the construction of a mixed-use building that will provide 53 residential apartments, a first floor restaurant and commercial uses.

Documents Reviewed by Woodard & Curran

- Response to Comments email from Will Savage (Acorn Engineering) to Nell Donaldson (City), dated May 19, 2015
- Final Engineering Plans, Sheets C-10, C-20, C-30, Rev. dated May 19, 2015, prepared by Acorn Engineering, Inc., on behalf of Redfern Properties, LLC.

Comments

1) The Applicant has provided an Erosion Control Plan to address erosion and sediment control requirements, inspection and maintenance requirements, and good housekeeping practices in general accordance with Appendix A, B, & C of MaineDEP Chapter 500 (Basic Standards). Although Note 3 on Sheet C-30 requires that catch basin inlet protection be provided on all adjacent, down-gradient catch basins, the plan should show inlet protections on all basins, including the existing catch basins on Fox & Anderson Streets.
2) Sheet C-10 indicates that the landscaped area between the center parking spaces has been revised to include permeable pavers. The applicant has noted that additional details will be provided for the construction of the permeable paver system prior to construction, including the underdrain configuration designed to avoid the tree root balls. We recommend including a condition of approval requiring submittal of these additional details for review prior to granting a building permit.
3) The Applicant had previously provided a letter from the Portland Water District dated December 17, 2014, confirming that the District has the capacity to serve the proposed project; however, the Applicant has noted that the letter does not constitute approval of the project and that documentation of the review and approval of the final plans by PWD will be provided to the Planning Authority prior to the application for a Building Permit; we recommend that this be made a condition of approval.
4) The Applicant has provided the following response to comments related to the proximity of the proposed retaining wall to the properties located north of the site: *For the retaining wall adjacent to Greenleaf, Redfern has employed the services of a Structural Engineer for the design of the wall and a Construction Management Company to analyze constructability. The proposed wall utilizes shoring and design methods to avoid impacts to the adjacent landowner's property. This is reinforced in Grading and Drainage Note 3 on Sheet C-02. We would respectively request that temporary access/construction agreements only be required should the owner/contractor elect to obtain agreements as a cost savings measure versus shoring.* We recommend requiring as a condition of approval that a final retaining wall design, stamped by a professional engineer, be submitted to the City as part of the Building Permit application. This design should clearly reflect the construction measures to be taken to ensure that the work will not impact adjacent properties, or should contain the necessary agreements if impacts are anticipated as part of the construction.

Att. 5

From: David Margolis-Pineo
To: Barbara Barhydt; Helen Donaldson
CC: DEVELOPMENT REVIEW GROUP
Date: 5/6/2015 1:32 PM
Subject: Review Comments for 89 Anderson St

The following comments have also been entered into Urban Insight.

May 6, 2015

To: Nell Donaldson
Barbara Barhydt
From: David Margolis-Pineo
Re: 89 Anderson Street - 53 Unit Apartment Building – Jonathan Culley

The Department of Public Services has the following final review comments for the proposed project at 89 Anderson St.

1. Please add State Plane Coordinates to the four property corners to be set.
Survey review comments have be sent under a different cover by William Clark.

2. The proposed grease interceptor is shown within the street right of way. This will require an easement from the City. Please contact Frank Brancely FJB@portlandmaine.gov 874-8832 for design guidance or questions.
Proposed grease interceptor and location is acceptable. Easement area needs further definition. See comments by William Clark.

3. As I'm sure the Board members are aware, there is a heavily used athletic complex across Anderson Street from this proposed development. Although the adjacent basketball courts do not have lights, in the summer, kids sometimes play by the street lights well into the night. Profanity is currently a common complaint around such playgrounds. With proposed decks on the upper floors facing the ground, future complaints can be expected. The Board may choose to discuss how to address this issue.
A previous site plan for the basketball area was recently approved with lights for night time activities. This site plan has expired and is no longer valid. However the Parks and Rec Dept. would like to make the applicant aware that lights may be installed in the future and hereby reserves the right to do so.

4. Please indicate where roof drainage is being directed.
Plans now show roof drain connections.

5. The Construction Management Plan dated 2/24/15 is considered conceptual only and is not to be considered an approved plan. Better pedestrian management will need to be submitted and approved prior to the issuance of a building permit.

This Department has no further comments on this proposed project.

Att. 6

From: Jeff Tarling
To: Helen Donaldson
Date: 2/11/2015 2:20 PM
Subject: Re: 89 Anderson

Hi Nell -

The 89 Anderson Street 'Tree & Landscape' review and recommended conditions of approval :

a) Street-trees - the project proposes to plant 12 Red Maple trees, we would recommend that the cultivars be an upright variety such as 'Karpick', 'Bowhall' or 'Armstrong' Red Maple if they are in the public way. The tree location on Anderson Street near Everett Street should be located at least 15' from any utility pole to avoid future overhead utility / tree conflicts.

Tree planter detail - the proposed treatment of the planter should be from the City standards or approved equal.

b) Parking Court - the parking court area is in need of at least two trees in the center island, these two trees will help shade the parking lot paved surface. The proposed Bearberry planting should be 3 gallon size vs the very tiny 1 gallon size or at least a mix of the two.
The proposed Public Art Privacy Screen should be adequate to screen the parking area and should cover both the Fox Street and the space to the Northeast of the parking lot.

c) Contribution to City Tree Fund - the project proposes to contribute funds to the Portland Tree fund, see note below.

Overall the proposed plan is acceptable with the recommended conditions.

Thanks,

Jeff

1. Parking Lot Landscaping – The applicant is requesting a waiver to the Parking Lot Landscaping requirements. Given the urban setting it is anticipated that the final landscaping plan will not provide the required 11 trees and 33 shrubs within the project limits. See landscaping plan(s) for more information. The applicant is prepared to contribute an amount proportionate to the cost of required parking lot trees to the City of Portland Tree Fund.

2. Street Trees – The applicant is requesting a waiver to the Street Trees requirements. 53 street trees are required, to be spaced at 30-45 feet apart. The preliminary design includes 12 trees and maintains a spacing between 30 and 45-feet that does not hinder intersection site lines, utilities, windows, entrances and/or aesthetics. The design increases the number of existing street trees from 2 to 12. The applicant is prepared to contribute an amount proportionate to the cost of required parking lot trees to the City of Portland Tree Fund.

Jeff Tarling
Portland Public Services - City Arborist
55 Portland Street
Portland, ME. 04101
(207) 874.8820
jst@portlandmaine.gov

>>> Helen Donaldson 2/11/2015 12:58 PM >>>
Jeff,

You've been busy lately!

Can you take a look at the attached plan for 89 Anderson when you get a chance? It's 53 apartment units, and they're asking for a couple of landscaping waivers (see second attachment) that I need you to weigh in on. They're also providing minimal landscaping around the building - there's a Fairpoint Communications box at the corner of Anderson and Everett that could use some work. It's pretty ugly (see third attachment, the rendering). I would love to have your thoughts.

Thanks,
Nell

Planning and Urban Development Department
Planning Division

Subject: B-1b Design Review – 89 Anderson Street

Written by: Caitlin Cameron, Urban Designer

Date of Review: Wednesday, April 29, 2015

On Wednesday, April 29th, the revised drawings for the proposed new construction of a multi-family dwelling project at 89 Anderson Street was reviewed according to the *City of Portland Design Manual* standards by Caitlin Cameron, Urban Designer, Nell Donaldson, Planner, and Alex Jaegerman, Planning Division Director all within the Planning Division. The project was reviewed against *the B-1b Commercial Business Zones Standards* (Section (d) of the Design Manual) as well as the *Two-family, Special Needs Independent Living Units, Multiple-family, Lodging Houses, Bed and Breakfasts, and Emergency Shelters Standards* (Section (i) of the Design Manual).

Findings of the Design Review:

Outstanding Questions/Comments:

1. **The design details of the screen walls on Fox Street and the Fairpoint service box remain to be finalized. Staff recommends a Condition of Approval that enables staff to develop the details of this design with the applicant's design team. The design team has arrived a concept and material choice for the screens but final graphics were not available for final Site Plan submission.**

Design Review Comments *(bold text denotes new comments):*

(d) B-1b Commercial Business Zones
Standard (1) a. Urban Street Wall – Met – Project is located on or near the property line and creates strong street walls on all street-facing facades.

Standard (1) b. Mixed Uses – Met – Project is both mixed-use and multi-storied.

Standard (1) c. Building Entrances – Met – Primary building entrances are oriented to the street.

Standard (1) d. Windows – Met – Ground floor street frontage has an adequate amount of fenestration and at a level that provides views into the building. **Applicant confirmed fenestration meets the minimum transparency.**

Standard (1) e. Façade Character – Street-facing facades are oriented to and/or adjacent to public sidewalk. **Design of the parking screen should provide visual interest since it is located at ground level of an active street. The design concept and materials have been identified, but**

the details remain to be finalized. The applicant proposes the use of graphic text generated from site-specific, local stories. The story text, with varying fonts and sizes will comprise the screen cut into Corten steel.

Standard (1) f. Building Design – Overall, the building design is compatible with the surrounding context in its scale, roof pitch, and fenestration. **Fenestration on Fox Street elevation top floor was revised to have vertical alignment/local symmetry with fenestration below.**

Standard (1) g. Building Materials – **Dark materials are mediated by warm tone of copper-color panel and Coreten steel screen wall. Staff asked applicant to increase the amount of warm-palette materials to project, especially the ground floor if possible; applicant added copper-color panels to the Fox Street facade.** All other material choices seem appropriate and in character with the surrounding context.

Standard (1) h. Building Scale – The building scale is compatible with the three residential buildings in the same block. The building scale on Everett Street is at least two stories taller than the residential buildings across the street. The placement of the materials does help mitigate the scale difference between the proposed building and the neighboring residential blocks on Everett Street.

Standard (1) i. Landscaping and Buffers

- **More information is needed about the design of the wall/fence screening the parking on Fox Street. See comments above.**
- **On Anderson Street, applicant chose to keep the proposed landscaping along the commercial façade. Staff recommended more vertical landscaping treatment between the fenestration rather than landscaping placed in front of the windows of the commercial spaces.**
- **Screening of the Fairpoint access box will be a full screen with gate, design details to match Fox Street screen.**

Appendix 2: Development in the B-1, B-1b, B-2, B-2b

Standard 1: Building Location and Form – Met – Building matches surrounding context in its relationship to the street which contributes positively to the streetscape. Building contributes to the street wall with its position, form, and height.

Standard 2: Building Function – Met – Proposed project is mixed-use.

Standard 3: Orientation of Buildings and their Entrances to the Street – Entry orientation is to the street. **Entries to commercial spaces can be made more prominent and obvious with the use of features such as signage, canopies, or lights.**

Standard 4: Windows – Met – Project provides a high level of fenestration facing street.

Standard 5: Building Character, Detail, Scale, and Graphic Qualities – See comments in Standard (d) above.

Standard 6: Signage and Building Entrances – Met – Primary building entrances are at the pedestrian-scale.

Standard 7: Development Relationship to Street – Met – Building is located at street line.

Standard 8: Parking Lots – Met – Parking lot is screened with a wall at the public street edge.

(i) Two-family, Special Needs Independent Living Units, Multiple-Family, Lodging Houses, Bed and Breakfasts, and Emergency Shelters

Standard 1 – The street-facing façades provide a high level of fenestration and visual interest with façade variation, changes in materials, and projecting balconies. The form, scale, and roof line are consistent with and complement the surrounding residential context. **Fenestration on Fox Street elevation top floor was revised to have vertical alignment/local symmetry with fenestration below.**

Standard 2 – Met – The building is consistent with the surrounding context in its orientation to and relationship with the street. The project is successful at its gateway location and transitioning between industrial and residential neighborhoods.

Standard 3 – Met – The project provides a balcony for each unit.

Standard 4 – Met – The project has a high level of fenestration and storage.

Standard 5 – **See comments above about screen design development.**

Standard 6 – Not Applicable

Att. A

redfern properties

P.O. Box 8816
Portland, ME 04104
Office: 207-221-5746
Fax: 207-221-2822
www.redfernproperties.com

January 21, 2014

Nell Donaldson
Planning Division, City of Portland
389 Congress Street, 4th Floor
Portland, ME 04101

Re: 89 Anderson Street, Level III Site Plan Application

Dear Nell:

Please find attached the Preliminary Level III Site Plan Application related to our proposed mixed-use development at 89 Anderson Street. As you are aware, the project contemplates 53 market rate rental apartments on Floors 2-4, with either 2 or 3 commercial suites on the ground floor, including a restaurant on the corner.

The project is designed to incorporate 'smart growth' principles and a high standard for energy efficiency. Additionally, we have spent a great deal of time and effort refining the architectural design to achieve objectives related to context and scaling.

Attached to this application, please find the following documents:

1. Completed Application Form (6 pages)
2. Evidence of Right, Title, & Interest – Purchase & Sale Agreement (5 pages)
3. Evidence of State and/or Federal Permits (1 page)
4. Zoning Analysis (1 page)
5. Summary of Easements – Fairpoint Easement (3 pages)
6. Written Requests for Waivers (2 pages)
7. Evidence of Financial & Technical Capacity (2 pages)
8. Boundary Survey (1 page)
9. Civil Engineer Cover Letter (2 pages)
10. Site Plan/Civil Engineering Drawings (11 pages)
11. Preliminary Stormwater Management Plan (43 pages)
12. Preliminary Erosion Control Plan (13 pages)
13. Preliminary Landscape Plan (1 page)
14. Capacity to Serve Letters (5 pages)
15. Architectural Drawings, including elevation (4 pages)
16. Summary of Fire Safety (1 page)
17. Architectural Design Narrative (3 pages)
18. Architectural Renderings – Before and After Images (15 pages)

Additionally, a detailed Traffic Analysis has been submitted previously, as part of our earlier Zoning Map Amendment Application.

We look forward to working with the City of Portland to achieve a successful project. Please do not hesitate me.

Sincerely,



Jonathan Culley
Redfern Properties LLC
Redfern Bayside LLC

Portland, Maine Yes. Life's good here.

Jeff Levine, AICP, Director
Planning & Urban Development Department

Electronic Signature and Fee Payment Confirmation

Notice: Your electronic signature is considered a legal signature per state law.

By digitally signing the attached document(s), you are signifying your understanding this is a legal document and your electronic signature is considered a ***legal signature*** per Maine state law. You are also signifying your intent on paying your fees by the opportunities below.

I, the undersigned, intend and acknowledge that no Site Plan or Historic Preservation Applications can be reviewed until payment of appropriate application fees are ***paid in full*** to the Inspections Office, City of Portland Maine by method noted below:

[x] Within 24-48 hours, once my complete application and corresponding paperwork has been electronically delivered, I intend to **call the Inspections Office** at 207-874-8703 and speak to an administrative representative and provide a credit/debit card over the phone.

[ ] Within 24-48 hours, once my application and corresponding paperwork has been electronically delivered, I intend to **call the Inspections Office** at 207-874-8703 and speak to an administrative representative and provide a credit/debit card over the phone.

[ ] I intend to deliver a payment method through the U.S. Postal Service mail once my application paperwork has been electronically delivered.

_____ 1/22/2015

Applicant Signature: Date:

_____ 1/22/2015

I have provided digital copies and sent them on: 1/22/2015 Date:

NOTE: All electronic paperwork must be delivered to buildinginspections@portlandmaine.gov or by physical means i.e. a thumb drive or CD to the Inspections Office, City Hall, 3rd Floor, Room 315.

Level III – Preliminary and Final Site Plans
Development Review Application
Portland, Maine

Planning and Urban Development Department
Planning Division

Portland's Planning and Urban Development Department coordinates the development review process for site plan, subdivision and other applications under the City's Land Use Code. Attached is the application form for a Level III: Preliminary or Final Site Plan. Please note that Portland has delegated review from the State of Maine for reviews under the Site Location of Development Act, Chapter 500 Stormwater Permits, and Traffic Movement Permits.

Level III: Site Plan Development includes:

- New structures with a total floor area of 10,000 sq. ft. or more except in Industrial Zones.
- New structures with a total floor area of 20,000 sq. ft. or more in Industrial Zones.
- New temporary or permanent parking area(s) or paving of existing unpaved parking areas for more than 75 vehicles.
- Building addition(s) with a total floor area of 10,000 sq. ft. or more (cumulatively within a 3 year period) except in Industrial Zones.
- Building addition(s) with a total floor area of 20,000 sq. ft. or more in Industrial Zones.
- A change in the use of a total floor area of 20,000 sq. ft. or more in any existing building (cumulatively within a 3 year period).
- Multiple family development (3 or more dwelling units) or the addition of any additional dwelling unit if subject to subdivision review.
- Any new major or minor auto business in the B-2 or B-5 Zone, or the construction of any new major or minor auto business greater than 10,000 sq. ft. of building area in any other permitted zone.
- Correctional prerelease facilities.
- Park improvements: New structures greater than 10,000 sq. ft. and/or facilities encompassing 20,000 sq. ft. or more (excludes rehabilitation or replacement of existing facilities); new nighttime outdoor lighting of sports, athletic or recreation facilities not previously illuminated.
- Land disturbance of 3 acres or more (includes stripping, grading, grubbing, filling or excavation).

Portland's development review process and requirements are outlined in the Land Use Code (Chapter 14) which is available on our website:

Land Use Code: http://me-portland.civicplus.com/DocumentCenter/Home/View/1080
Design Manual: http://me-portland.civicplus.com/DocumentCenter/View/2355
Technical Manual: http://me-portland.civicplus.com/DocumentCenter/View/2356

Planning Division
Fourth Floor, City Hall
389 Congress Street
(207) 874-8719

Office Hours
Monday thru Friday
8:00 a.m. – 4:30 p.m.

Updated: April 23, 2014

PROJECT NAME: 89 Anderson Apartment

PROPOSED DEVELOPMENT ADDRESS:

89 Anderson Street, Portland

PROJECT DESCRIPTION:

Mixed-use building with ground floor commercial (2-3 suites) and 53 residential rental apartments on floors 2-4.

CHART/BLOCK/LOT: 12-I-1-5

PRELIMINARY PLAN _____ (date)
FINAL PLAN _____ (date)

CONTACT INFORMATION:

Applicant – must be owner, Lessee or Buyer Name: Redfern Bayside LLC/Jonathan Culley Business Name, if applicable: Address: P.O. Box 8816 City/State : Portland, ME Zip Code: 04101	**Applicant Contact Information** Work # 207.221.5746 Home# Cell # 207.776.9715 Fax# 207.221.2822 e-mail: jonathan@redfernproperties.com
Owner – (if different from Applicant) Name: Perigee LLC Address: P.O. Box 4714 City/State : Portland, ME Zip Code: 04112	**Owner Contact Information** Work # 207.874.9569 Home# Cell # 207.838.0825 Fax# e-mail: tim@marineelectric.biz
Agent/ Representative Name: Address: City/State : Zip Code:	**Agent/Representative Contact information** Work # Cell # e-mail:
Billing Information Name: Redfern Bayside LLC Address: P.O. Box 8816 City/State : Portland, ME Zip Code: 04104	**Billing Information** Work # 207.221.5756 Cell # 207.776.9715 Fax# 207.221.2822 e-mail: jonathan@redfernproperties.com

Engineer Name: Acorn Engineering/Will Savage Address: 158 Danforth St City/State : Portland, ME Zip Code: 04104	**Engineer Contact Information** Work # 207.775.2655 Cell # 207.317.1884 Fax# 207.358.7979 e-mail: wsavage@acorn-engineering.com
Surveyor Name: Nadeau Land Surveys Address: 918 Brighton Ave. City/State : Portland, ME Zip Code: 04102	**Surveyor Contact Information** Work # 207.878.7870 Cell # Fax# 207.878.7871 e-mail: jim@nadeaulandsurveys.com
Architect Name: Ryan Senatore Architecture Address: 565 Congress St, Suite 304 City/State : Portland, ME Zip Code: 04101	**Architect Contact Information** Work # 207.650.6414 Cell # 207.650.6414 Fax# e-mail: ryan@senatorearchitecture.com
Attorney Name: Eben Adams/Pierce Atwood Address: 254 Commercial Street City/State : Portland, ME Zip Code: 04101	**Attorney Contact Information** Work # 207.791.1175 Cell # Fax# 207.791.1350 e-mail: eadams@pierceatwood.com

APPLICATION FEES:

Check all reviews that apply. (Payment may be made by Credit Card, Cash or Check payable to the City of Portland.)

Level III Development (check applicable reviews)

__X Less than 50,000 sq. ft. ($500.00)
___ 50,000 - 100,000 sq. ft. ($1,000)
___ 100,000 – 200,000 sq. ft. ($2,000)
___ 200,000 – 300,000 sq. ft. ($3,000)
___ over $300,00 sq. ft. ($5,000)
___ Parking lots over 11 spaces ($1,000)
___ After-the-fact Review ($1,000.00 plus applicable application fee)

Plan Amendments (check applicable reviews)

___ Planning Staff Review ($250)
___ Planning Board Review ($500)

_____

The City invoices separately for the following:

- Notices ($.75 each)
- Legal Ad (% of total Ad)
- Planning Review ($40.00 hour)
- Legal Review ($75.00 hour)

Third party review fees are assessed separately. Any outside reviews or analysis requested from the Applicant as part of the development review, are the responsibility of the Applicant and are separate from any application or invoice fees.

Other Reviews (check applicable reviews)

___ Traffic Movement ($1,000)
___ Stormwater Quality ($250)
X Subdivisions ($500 + $25/lot)
# of Lots 53 x $25/lot = $1,825
___ Site Location ($3,000, except for residential projects which shall be $200/lot)
# of Lots ___ x $200/lot = _____
___ Other _____
___ Change of Use
___ Flood Plain
___ Shoreland
___ Design Review
___ Housing Replacement
___ Historic Preservation

APPLICATION SUBMISSION:

1. All site plans and written application materials must be submitted electronically on a CD or thumb drive with each plan submitted as separate files, with individual file which can be found on the **Electronic Plan and Document Submittal** page of the City's website at http://me-portland.civicplus.com/764/Electronic-Plan-and-Document-Submittal

2. In addition, one (1) paper set of the plans (full size), one (1) paper set of plans (11 x 17), paper copy of written materials, and the application fee must be submitted to the Building Inspections Office to start the review process.

The application must be complete, including but not limited to the contact information, project data, application checklists, wastewater capacity, plan for fire department review, and applicant signature. The submissions shall include one (1) paper packet with folded plans containing the following materials:

1. **One (1) full size site plans** that must be **folded.**
2. One (1) copy of all written materials or as follows, unless otherwise noted:
   a. Application form that is completed and signed.
   b. Cover letter stating the nature of the project.
   c. All Written Submittals (Sec. 14-525 2. (c), including evidence of right, title and interest.
3. A stamped standard boundary survey prepared by a registered land surveyor at a scale not less than one inch to 50 feet.
4. Plans and maps based upon the boundary survey and containing the information found in the attached sample plan checklist.
5. One (1) set of plans reduced to 11 x 17.

Please refer to the application checklist (attached) for a detailed list of submission requirements.

APPLICANT SIGNATURE:

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Planning Authority and Code Enforcement's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

This application is for a Level II Site Plan review. It is not a permit to begin construction. An approved site plan, a Performance Guarantee, Inspection Fee, Building Permit, and associated fees will be required prior to construction. Other Federal, State or local permits may be required prior to construction, which are the responsibility of the applicant to obtain.

Signature of Applicant:	**Date:**
	1/21/2015

PRELIMINARY PLAN (Optional) - Level III Site Plan			
Applicant Checklist	Planner Checklist	# of Copies	**GENERAL WRITTEN SUBMISSIONS CHECKLIST**
X		1	Completed Application form
x		1	Application fees
see cover letter		1	Written description of project
x		1	Evidence of right, title and interest
x		1	Evidence of state and/or federal approvals, if applicable
x		1	Written assessment of proposed project's compliance with applicable zoning requirements
x		1	Summary of existing and/or proposed easement, covenants, public or private rights-of-way, or other burdens on the site
x		1	Written requests for waivers from site plan or technical standards, if applicable.
x		1	Evidence of financial and technical capacity
submitted previously		1	Traffic Analysis (may be preliminary, in nature, during the preliminary plan phase)
Applicant Checklist	Planner Checklist	# of Copies	**SITE PLAN SUBMISSIONS CHECKLIST**
x		1	Boundary Survey meeting the requirements of Section 13 of the City of Portland's Technical Manual
x		1	**Preliminary Site Plan including the following: (information provided may be preliminary in nature during preliminary plan phase)**
x		Proposed grading and contours;	
x		Existing structures with distances from property line;	
x		Proposed site layout and dimensions for all proposed structures (including piers, docks or wharves in Shoreland Zone), paved areas, and pedestrian and vehicle access ways;	
x		Preliminary design of proposed stormwater management system in accordance with Section 5 of the Technical Manual (note that Portland has a separate applicability section);	
x		Preliminary infrastructure improvements;	
x		Preliminary Landscape Plan in accordance with Section 4 of the Technical Manual;	
n/a		Location of significant natural features (including wetlands, ponds, watercourses, floodplains, significant wildlife habitats and fisheries or other important natural features) located on the site as defined in Section 14-526 (b) (1);	
x		Proposed buffers and preservation measures for significant natural features, as defined in Section 14-526 (b) (1);	
x		Location , dimensions and ownership of easements, public or private rights of way, both existing and proposed;	
x		Exterior building elevations.	

PROJECT DATA

The following information is required where applicable, in order to complete the application.

Total Area of Site	**23,360** sq. ft.
Proposed Total Disturbed Area of the Site	**23,360** sq. ft.
If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with DEP and a Stormwater Management Permit, Chapter 500, with the City of Portland.	
Impervious Surface Area	
Impervious Area (Total Existing)	**23,360** sq. ft.
Impervious Area (Total Proposed)	**21,024** sq. ft.
Building Ground Floor Area and Total Floor Area	
Building Footprint (Total Existing)	**6,225** sq. ft.
Building Footprint (Total Proposed)	**13,334** sq. ft.
Building Floor Area (Total Existing)	**6,225** sq. ft.
Building Floor Area (Total Proposed)	**44,050** sq. ft.
Zoning	
Existing	**B1b**
Proposed, if applicable	
Land Use	
Existing	**AUTO REPAIR AND PARKING LOT**
Proposed	**RESTURANT, COMMERCIAL, RESIDENTIAL**
Residential, If applicable	
# of Residential Units (Total Existing)	**0**
# of Residential Units (Total Proposed)	**53**
# of Lots (Total Proposed)	**1**
# of Affordable Housing Units (Total Proposed)	**0**
Proposed Bedroom Mix	
# of Efficiency Units (Total Proposed)	**10**
# of One-Bedroom Units (Total Proposed)	**34**
# of Two-Bedroom Units (Total Proposed)	**9**
# of Three-Bedroom Units (Total Proposed)	**0**
Parking Spaces	
# of Parking Spaces (Total Existing)	**17+**
# of Parking Spaces (Total Proposed)	**53**
# of Handicapped Spaces (Total Proposed)	**2**
Bicycle Parking Spaces	
# of Bicycle Spaces (Total Existing)	**0**
# of Bicycle Spaces (Total Proposed)	**24**
Estimated Cost of Project	**$6.5 MILLION**

CCIM Individual Member
Individual Membership
SIOR Specialist, Industrial and Office Real Estate
CBRE | The Boulos Company

CONTRACT
FOR THE SALE OF REAL ESTATE

Date: **4/10/14**

One Canal Plaza, Portland, ME 04101
(207) 772-1333

RECEIVED OF: **Redfern Properties LLC and/or Assigns** whose mailing address is **PO Box 8816, Portland ME 04112**, hereinafter called the Purchaser(s), the sum of [redacted] as earnest money deposit and in part payment of the purchase price of the following described real estate, situated in the municipality of **Portland**, County of **Cumberland**, State of Maine and located at **25-37 Everett Street, 89-99 Anderson Street and 52-64 Fox Street** being **all** the property owned by the Seller(s) at the above address, and described at said County's Registry of Deeds Book **24750**, Page **045** and further described as: **two parcels consisting of .469 +/- acre and .067 +/- acre improved by two single story commercial buildings and referenced by the City of Portland Assessor as aMap 12, Block I, Lots 1 and 5 as shown on the attached plan** upon the terms and conditions indicated below:

1. PERSONAL PROPERTY: The following items of personal property are included in this sale (if applicable): **n/a**
2. PURCHASE PRICE: The TOTAL purchase price being [redacted] to be paid as follows: **earnest money deposit to be paid into Escrow account upon full execution of the Contract, extension payments for Permitting and Approval, as outlined in paragraph 22, and the balance to be paid by bank check or wire transfer at Closing** .
3. EARNEST MONEY/ACCEPTANCE: **CBRE | The Boulos Company** shall hold said earnest money in a non-interest bearing account and act as Escrow Agent until closing, unless otherwise noted in Contract; this offer shall be valid until **April 10, 2014** at **4:00 PM**; and, in the event of the Seller's non-acceptance, this earnest money shall be returned promptly to the Purchaser(s).
4. TITLE: That a deed, conveying good and merchantable title in accordance with standards adopted by the Maine Bar Association shall be delivered to the Purchaser(s) and this transaction shall be closed and the Purchaser(s) shall pay the balance due and execute all necessary papers on or before **forty five (45) days following successful completion of inspection period (paragraph 10) and Permitting and Approvals Period (Addendum A). Purchaser agrees to provide written notice to Seller that the conditions have been waived at least five (5) days prior to the first day of the month prior to Closing so the Seller(s) can provide adequate notice to Seller(s)' tenant to vacate the premises prior to Closing.** If Seller(s) is unable to convey in accordance with the provisions of this paragraph, then the Seller(s) shall have a reasonable time period, not to exceed thirty (30) days, from the time the Seller(s) receives written notice of the defect, unless otherwise agreed to by both parties, to remedy the title, after which time, if such defect is not corrected so that there is merchantable title, the Purchaser(s) may, within fifteen (15) days thereafter, at Purchaser's option, declare the contract null and void and any earnest money shall be returned to the Purchaser(s) and neither party shall have any further obligation hereunder. If the Purchaser(s) does not declare the contract void within the period set forth above, the Purchaser(s) shall have waived the right to object to title. The Seller(s) hereby agrees to make a good-faith effort to cure any title defect during such period.
5. DEED: That the property shall be conveyed by a **warranty deed**, and shall be free and clear of all encumbrances except building and zoning restrictions of record, restrictive covenants and conditions of record and usual public utilities servicing the property and shall be subject to applicable land use and building laws and regulations.
6. POSSESSION /OCCUPANCY: Possession/occupancy of premises shall be given to Purchaser(s) immediately at closing, and the property shall be conveyed free and clear of any tenants or leases, unless otherwise agreed by both parties in writing.
7. ~~LEASES/TENANT SECURITY DEPOSITS: Seller(s) agrees to transfer at closing to Purchaser(s) all Seller(s)' rights under the current leases to the property and all security deposits held by Seller(s) pursuant to said leases.~~
8. RISK OF LOSS: Until the transfer of title, the risk of loss or damage to said premises by fire or otherwise, is assumed by the Seller(s) unless otherwise agreed in writing. Said premises shall then be in substantially the same condition as at present, excepting reasonable use and wear.
9. PRORATIONS: The following items shall be prorated as of the date of closing:
   a. Real Estate Taxes based on the municipality's tax year. Seller is responsible for any unpaid taxes for prior years.
   b. Fuel
   c. **n/a**
   ~~d. Rents~~
   e. Metered utilities, such as water and sewer, shall be paid by Seller(s) through the date of closing.
   f. Purchaser(s) and Seller(s) shall each pay its transfer tax as required by the State of Maine.
10. INSPECTION PERIOD: The Purchaser(s) is encouraged to seek information from professionals regarding any specific issue of concern. Purchaser(s) acknowledges receipt of disclosure form attached hereto. The Agent makes no warranties regarding the condition, permitted use or value of the Seller's real or personal property. This Contract is subject to the following inspections, with the results being satisfactory to the Purchaser(s):

Seen and agreed to: _____ _____

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED	TYPE OF INSPECTION	Seller(s) YES	Seller(s) NO	Purchaser(s) RESULTS REPORTED
a. General Building	☒	☐	Within 90 days	g. Lead Paint	☐	☒	Within _____ days
b. Utilities to site	☒	☐	Within 90 days	h. Pests	☐	☒	Within _____ days
c. Geotechnical	☒	☐	Within 90 days	i. ADA	☐	☒	Within _____ days
d. Survey	☒	☐	Within 90 days	j. Wetlands	☒	☐	Within 90 days
e. Curb Access	☒	☐	Within 90 days	k. Environmental Scan	☒	☐	Within 90 days
f. Access for utilities	☒	☐	Within 90 days	l. Other: **zoning**	☒	☐	Within 90 days

The use of days is intended to mean from the effective date of this Contract. All inspections will be done by inspectors chosen and paid for by the Purchaser(s). If the result of any inspection or other condition specified herein is unsatisfactory to the Purchaser(s), in Purchaser(s) sole discretion, Purchaser(s) may declare the Contract null and void by notifying Seller(s) in writing within the specified number of days, and any earnest money shall be returned to the Purchaser(s). If the Purchaser(s) does not notify the Seller(s) that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by the Purchaser(s) and the earnest money deposit is paid to the Seller(s) and credited to the Purchase Price if a Closing occurs. In the event of a title defect or Seller(s) default, the Seller(s) shall pay the deposit amount back to the Purchaser(s). In the absence of inspection(s) mentioned above, the Purchaser(s) is relyir completely upon Purchaser's own opinion as to the condition of the property.

11. FINANCING: Intentionally Deleted.
12. AGENCY DISCLOSURE: The Purchaser(s) and Seller(s) acknowledge that they have been informed that the Selling Licensee is acting as a **Buyer's** agent in this transaction and is representing **the Purchaser(s)** and that the Listing Licensee is acting as a **Buyer's** agent in this transaction and is representing **the Purchasers(s)**. The Purchaser(s) is responsible for paying the brokerage commission. The Seller(s) shall have no responsibility to pay a brokerage commission. Furthermore, pursuant to Real Estate Commission requirements, the Purchaser(s) provides notice and the Seller(s) acknowledges that a potential partner of the purchasing entity, Drew Sigfridson, is a licensed real estate broker in the State of Maine with CBRE | The Boulos Company.
13. DEFAULT: If Purchaser(s) fails to perform any of the terms of this Contract or is otherwise in default of any of its obligations, Seller shall retain the earnest money as full and complete liquidated damages and shall have no further claims against the Purchaser. If Seller(s) fails to perform any of the terms of this Contract or is otherwise in default of any of its obligations, Purchaser(s) shall have the option of employing all available legal and equitable remedies. Notwithstanding any other provision of this agreement, Escrow Agent shall have the right to require written releases from both parties prior to releasing the earnest money to either party. If a dispute arises between Purchaser(s) and Seller as to the existence of a default hereunder and/or the release of the earnest money and said dispute is not resolved by the parties within (30) days, Escrow Agent may elect to file an action in interpleader and deposit the earnest money in the court to resolve said dispute, or otherwise disburse the earnest money pursuant to Maine Real Estate Commission regulations. Purchaser(s) and Seller, jointly and severally, shall indemnify Escrow Agent for all costs, losses, expenses, and damages, including reasonable attorneys' fees, incurred by Escrow Agent in connection with said action and/or in connection with any dispute relating to this Contract and/or the Deposit.
14. MEDIATION: Any dispute or claim arising out of or relating to this Contract or the premises addressed in this Contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. This clause shall survive the closing of this transaction.
15. PRIOR STATEMENTS: Any verbal representations, statements and agreements are not valid unless contained herein. This Contract completely expresses the obligations of the parties. This is a Maine contract and shall be construed according to the laws of Maine.
16. HEIRS/ASSIGNS: This Contract is assignable ☒ Yes ☐ No. This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns (if assignment is allowed by the terms of this Contract), of the respective parties.
17. COUNTERPARTS: This Contract may be signed on any number of identical counterparts, including telefacsimilie copies, with the same binding effect as if the signatures were on one instrument. Original or telefacsimilied signatures are binding.
18. BINDING CONTRACT: This Contract is a binding contract when signed by both Seller(s) and Purchaser(s) and when that fact has been communicated to all parties or to their agents. The Effective Date of the Contract is noted below. Time is of the essence of this Contract.
19. REVIEW OF LEASES AND INCOME AND EXPENSE INFORMATION: The Seller(s) shall provide the Purchaser(s) with copies of all leases regarding the subject property within **five (5)** days of the effective date of this contract. Purchaser(s) shall have **ten (10)** days from such delivery to review leases and income & expense information regarding the property. If the result of the review is unsatisfactory to the Purchaser(s), in Purchaser(s) sole discretion, Purchaser(s) may declare the Contract null and void by notifying the Seller(s) in writing within the specified number of days set forth above, and any earnest money shall be returned to the Purchaser(s). If the Purchaser(s) does not notify the Seller(s) that the review is unsatisfactory within the time period set forth above, this contingency is waived by the Purchaser(s).
20. Seller(s) and Purchaser(s) acknowledge receipt of the Maine Real Estate Commission Disclosure of Agency Relationship Form (Form #2), *if the property is, or has a component of, one to four residential dwelling units.*
21. ADDENDA: This Contract has addenda containing additional terms and conditions: YES ☒ NO ☐

Seen and agreed to: TC
Seller(s)

DZ
Purchaser(s)

A COPY OF THIS CONTRACT IS TO BE RECEIVED BY ALL PARTIES AND, BY SIGNATURE, RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED. IF NOT FULLY UNDERSTOOD CONSULT AN ATTORNEY.

Seller(s) acknowledges that the laws of the State of Maine provide that every buyer of real property located in Maine must withhold a withholding tax equal to 2 1/2% of the consideration unless the Seller(s) furnishes to the Buyer(s) a certificate by the Seller(s) stating, under penalty of perjury, that Seller(s) is/are a resident of Maine or the transfer is otherwise exempt from withholding.

Purchaser — *Date* 4/9/2014

Redfern Properties and/or Assigns
Name/Title — *Soc. Sec. # or Tax I.D. #*

Purchaser — *Date*

Name/Title — *Soc. Sec. # or Tax I.D. #*

The Seller(s) accepts the offer and agrees to deliver the above-mentioned property at the price and upon the terms and conditions set forth above.

Signed this _____ day of _____, _____. Effective date of Contract: April 10, 2014.

The Listing Licensee is **Drew Sigfridson** of **CBRE | The Boulos Company** (Company).
The Selling Licensee is **Drew Sigfridson** of **CBRE | The Boulos Company** (Company).

Seller — *Date* 04/10/14

Perigee LLC
Name/Title — *Soc. Sec. # or Tax I.D. #*

Seller — *Date*

Name/Title — *Soc. Sec. # or Tax I.D. #*

Offer reviewed and refused on _____, _____. _____, Seller

Seen and agreed to: _____ Seller(s) _____ Purchaser(s)

Addendum A

1. PERMITTING AND APPROVALS PERIOD: The Contract shall be conditioned upon the Purchaser's receipt of permits and approvals for its planned development, including the expiration of any appeals period. Purchaser shall have **One Hundred Twenty (120) days** after the completion of the inspection period to attain permits and approvals for its planned development on the subject property. In addition, Purchaser shall have the right to **five (5), thirty (30) day** extensions of the Permitting and Approvals Period, upon payment on each occasion, prior to the end of the Permitting and Approvals Period (as the same may have been previously extended), of an additional [redacted] **Dollars for extensions 4 and 5, if needed,** (the "Extension Payments") to the Seller(s), which Extension Payments shall be non-refundable (except in the event of Seller's default under the Contract), but credited to the Purchase Price if a Closing occurs. If Purchaser elects to terminate the Contract within the Inspection Period, the Deposit shall be returned to Buyer; otherwise, the Deposit shall be nonrefundable and retained by Seller (except in the event of Seller's default under the Contract), provided that it shall be credited to the Purchase Price if a Closing occurs.

SEEN AND AGREED TO:

Purchaser — Date: 4/9/2014

Seller — Date: 041014

Seen and agreed to: TC Seller(s) _____ Purchaser(s)


HAMMOND ST
FOX ST
WASHINGTON AVE
ANDERSON ST
WINTHROP ST
MARION ST
SHERIDAN ST
EVERETT ST
DIAMOND ST
MADISON ST
MONROE CT
MONROE ST
GREENLEAF ST
OXFORD ST
ROMASCO LN
LANCASTER ST
KENNEDY PARK
SMITH ST
CLEVELAND AVE
N

Att. D

RYAN SENATORE **ARCHITECTURE**

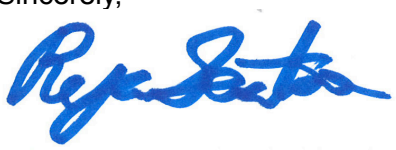
January 5, 2015

Nell Donaldson
Planner
City of Portland Maine
389 Congress Street
Portland, Maine 04101

Re: 89 Anderson Street - State and Federal Approvals

To the best of our knowledge 89 Anderson does not require any Federal approvals. The project will require State approvals from the State of Maine Fire Marshal's Office, for a State Construction Permit and Barrier Free Permit, pertaining to the commercial use components of the project.

Sincerely,



Ryan Senatore, AIA LEED BD+C

Principal

207-650-6414

senatorearchitecture.com

ryan@senatorearchitecture.com

565 Congress Street, Suite 304
Portland, Maine 04101

RYAN SENATORE **ARCHITECTURE**

January 5, 2015

APARTMENTS
89 Anderson Street, Portland, Maine

Zoning Analysis

Zone: B1b
CBL: Portland Tax Map 012, Block I, Lots 1, 5
Street Address: 89-99 Anderson Street, 25-37 Everett Street, 52-64 Fox Street
Lot Size: 20,440 sf / 0.4692 acres + 2920 sf / 0.067 acres = **23,360 sf / 0.5363**

Uses Allowed: Multifamily Residential, Restaurant, Business

B1b Dimensional Requirements:

	Required	Provided
Minimum Lot Size: Residential and Non-Resi. Use	none	-
Minimum Street Frontage	20 ft	146’-8”
Maximum Front Yard Setback	10’ or average of adjacent	-
Side Yard Setback	none	-
Rear Yard Setback (abutting residential zone)	10 ft	10’-5”
Structure Stepbacks (rear yard above 35’)	15 ft	15 ft
Minimum Lot Width	none	-
Maximum building height	45’ ft	43’-11-3/4”
Maximum Impervious Surface Ratio	90%	90%
Max floor area 1st floor non resi. (heated space)	10,000 sf	4,353 sf
Maximum retail space	5,000 sf	1,425 sf
Max. number of Dwelling Units	435 sf per unit = **53 units**	53 units
On-site Parking: Residential: 1 per dwelling Unit	53 spaces	53 Spaces

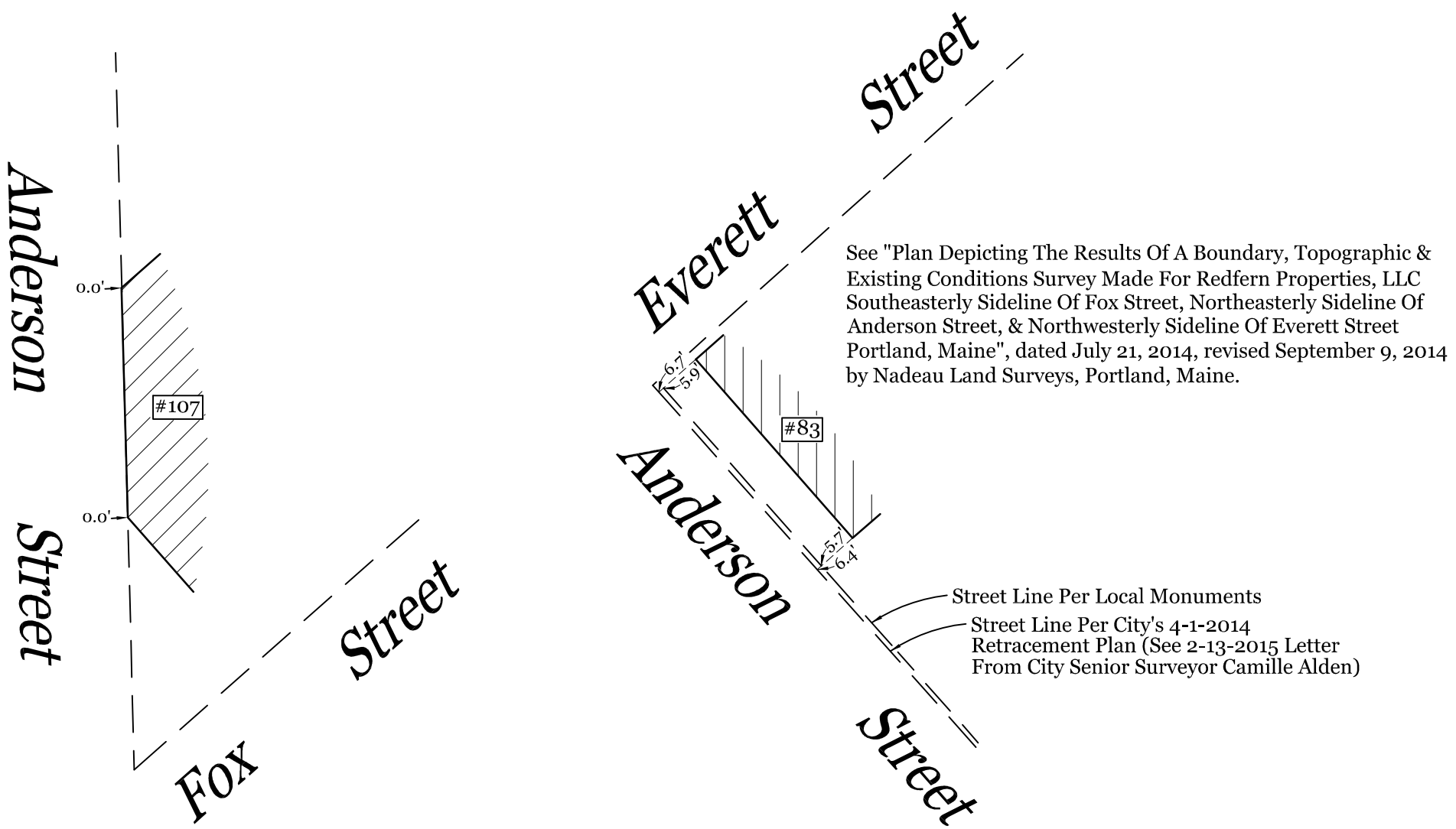
207-650-6414

senatorearchitecture.com

ryan@senatorearchitecture.com

565 Congress Street, Suite 304
Portland, Maine 04101

Abutting Setbacks For 89 Anderson Street: 2-19-2015



Michael J. Bobinsky
Director of Public Services

February 13, 2015

Thomas P. Blake, PLS
Nadeau Land Surveys, Inc.
918 Brighton Avenue
Portland, Maine 04102

RE: Anderson Street Monuments

Dear Mr. Blake,

I am glad we had the opportunity to talk this week regarding your Redfern Properties, LLC Plan dated July 21, 2014 and revised on Sept. 2, 2014. I noticed that your plan showed an area of discrepancy along the street line of Anderson Street and I wanted to share some information with you that may resolve that discrepancy.

Any original monuments along Anderson Street (between Fox St. and Cumberland Ave.) were destroyed prior to or during the re-construction of Anderson Street in the early 1990's. (The monument at the corner of Anderson and Lancaster appears to be the original monument and does **not** appear to be reset. However, the top of the monument has been cut down and the bolt is a hex bolt, whereas before 1992 it was not.) The monuments that are out there now were reset in 1992-93 by a contractor and not by the City. I have not yet found the survey records that show how the four monuments were reset.

Based on two surveys that I performed in the area between 2012 and 2013, I found that the monuments at Fox, Everett, Madison and Monroe Streets did not appear to be set on the 3 foot offset line of Anderson Street. None of the monuments agreed with one another. As a result, I did not use those monuments to establish the street line for Anderson Street. I used other monumentation on Fox Street, the monument at Lancaster St. and several historical records found in our engineering vault. This information is shown in the City's digital CAD plan that you reference in your Plan Reference Note #14 and that we sent to you on May 15, 2014. The line for Anderson Street as shown on the City's CAD plan is my best determination of the street line based on the facts available to me at the time. Of course, as is true with almost any survey, if I performed a larger more encompassing survey, I may come up with a slightly different line.

As you mentioned in an email this week, you had not been provided with the information that the monuments along Anderson Street were not set by the City and were not original. I hope to remedy that situation with this letter. I also have added notes to two of our Working Plans to notify future surveyors of this issue.

Michael J. Bobinsky
Director of Public Services

If you need further clarification of how I established the street line or if you'd like additional historical data from the Engineering Vault, I'd be happy to assist you. Good luck with the project as it moves forward.

Cordially,

Camille C. Alden, PLS
Senior Surveyor

From: Helen Donaldson
To: Ann Machado; Ryan Senatore
CC: Jonathan Culley; Tom Blake; Will Savage
Date: 2/19/2015 2:51 PM
Subject: Re: 89 Anderson neighboring setbacks

Ryan,

I spoke to Ann about this a little while ago. You should use the line which Camille has indicated is the city's 'best determination of the street line,' meaning the line based on her retracement, which lies further from the building at #83 Everett. In speaking to Ann, in the case of a building which does not sit square to the property line, she would require an applicant to determine the average setback based on the closest of the building's corners. This means you should use the 6.4' dimension (and your average would be 3.2').

Feel free to call either Ann or me with questions on this. I know this will require some revisions. I'm happy to try to help.

Nell

_____

Nell Donaldson
City of Portland Planning Division
389 Congress Street
Portland, Maine 04101
874-8723
hcd@portlandmaine.gov
>>> Ryan Senatore <ryan@senatorearchitecture.com> 2/19/2015 1:14 PM >>>
Nell and Ann,

Please see the attached survey of the existing neighboring buildings, as well as the letter from Camille, please review and let us know which property line we should be using to determine the average setbacks.

Ryan Senatore, AIA LEED-AP BD+C
Maine Licensed Architect
RYAN SENATORE ARCHITECTURE
207-650-6414
ryan@senatorearchitecture.com
www.senatorearchitecture.com

redfern properties

89 Anderson – Summary of Easements

There is an existing easement, originally granted to New England Telephone and Telegraph in September 1991. The successor to New England Telephone and Telegraph is Fairpoint Commucations. The easement, located adjacent to Everett Street and measuring 7.65' (from Everett St.) by 12.5' wide, grants Fairpoint the "right and easement to place and maintain underground electrical and communication cables, conduits, cabinets, and appurtenances along with a pad-type foundation" within the easement. Fairpoint currently maintains a communications cabinet within the easement which is fed by underground wires, cables, or conduits. A copy of the executed easement is attached.

Redfern Properties has consulted with our counsel, Eben Adams of Pierce Atwood related to this easement. Attorney Adams has reviewed the easement and offered advice related to the proposed 89 Anderson building design.

As 'fee owner' of 89 Anderson, Redfern will obtain all rights not granted to the easement holder. Accordingly, Redfern will have sufficient title, right and interest to construct a building around and above the easement area, so long as Redfern does not unreasonably interfere with the current use of the easement area by Fairpoint.

Redfern intends to engage with Fairpoint to discuss potential screening of the communications cabinet, to make the property more visually appealing.

EASEMENT DEED

For and in consideration of the sum of One Dollar ($1.00) and other valuable considerations to us paid by New England Telephone and Telegraph Company, a corporation duly organized under the laws of the State of New York, whose address is 185 Franklin Street, Boston, Massachusetts, 02107, the receipt of which is hereby acknowledged, we, Patrick J. and Sharon A. Lee, of Yarmouth, Maine, hereby grant unto said Company, its successors and assigns, the right and easement to place and maintain underground electrical and communication cables, conduits, cabinets and appurtenances along with a pad-type foundation upon a certain lot of land located on the northerly side of Everett Street and easterly of Anderson Street, so called, in the City of Portland, Cumberland County, Maine, and bounded and described as follows: Beginning at an iron pipe set on the northerly right-of-way line of Everett Street and located N 62-56-00 E, 7.05 feet from an iron pipe set at the intersection of the northerly right-of-way line of Everett Street with the easterly right-of-way line of Anderson Street; thence, N 27-04-00 W, through land of the Grantors, 8.00 feet to an iron pipe set; thence, N 62-56-00 E, through land of the Grantors, 12.50 feet to an iron pipe set; thence, S 27-04-00 E, through land of the Grantors, 8.00 feet to an iron pipe set on the northerly right-of-way line of said Everett Street; thence, S 62-56-00 W, along the northerly right-of-way line of said Everett Street, 12.50 feet to the point of beginning. The above described easement contains 100 square feet, more or less. Bearings are based on observed magnetic north August, 1991. All iron pipes set are No. 5 rebar, capped "OEST 1021." The right to cut trees, trim brush, and grade said easement area is also granted with permission to enter upon our property for the above purposes. Said easement further described as a portion of Lot #1-1 of Map #12, as identified by the Assessor's Map for the City of Portland, County of Cumberland, and State of Maine, and a portion of land owned by Patrick J. and Sharon A. Lee, as described in Book 8401, Page 332, of the Cumberland County Registry of Deeds.

New England Telephone Company agrees to the following:

1) Assume any and all taxes associated with this terminal;
2) Indemnify and save harmless the Grantors, their successors and assigns from any and all claim costs and liability arising from use of said premises;
3) Landscape said easement area in accordance with Grantors' wishes;
4) Upon termination of New England Telephone Company use of said easement area, all rights herein granted shall revert to the owner of record, and said easement area shall be restored as nearly as possible to its condition at the time of the signing of the easement deed.

Witness our hands and common seal this 6th day of September, 1991

Witnesses:

Patrick J. Lee

Sharon A. Lee

State of Maine County of Cumberland ss., September 6, 1991

Then personally appeared the above named Patrick J. and Sharon A. Lee and acknowledged the foregoing instrument to be their free act and deed before me.

Notary Public

My Commission expires:

NANCY BOZENHARD
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES OCTOBER 24, 1991

SEAL

Recorded
Cumberland County
Registry of Deeds
12/09/91 01:50:15PM
Robert P. Titcomb
Register

redfern properties

Evidence of Financial and Technical Capacity

Redfern Properties has been an active real estate developer in Portland for several years. Completed and current projects include Harborview Townhomes, West End Place, and Munjoy Heights.

Redfern has assembled a team of architects, engineers, and contractors that have a proven track record of delivering successful projects. Redfern intends to work with Allied Cook Construction as Construction Manager at 89 Anderson.

Additionally, Redfern has relationships with a number of local Banks that have indicated an interest in providing financing for this project. A letter from Androscoggin Savings Bank is attached.

Androscoggin Bank

130 Middle Street
Portland, Maine 04101
207.518.6300
1.800.966.9172
androscogginbank.com

1/21/2015

Nell Donaldson, Planner
City of Portland, Planning Division
389 Congress Street, 4th Floor
Portland, ME 04101

Dear Nell.

Please take this letter as confirmation from Androscoggin Bank that Redfern Properties has been granted credit in the past, has a good relationship, and is well known to the Bank.

We are interested in discussing credit terms with Redfern Properties on their project at 89 Anderson Street.

Please feel free to call me with any questions. My direct line is 207-518-6310.

Thank you.

Paul Collins
Vice President
Androscoggin Bank

Member FDIC EQUAL HOUSING LENDER

ACORN ENGINEERING, INC.

Helen Donaldson – Planner
City Planner
Planning Division
389 Congress Street
4th Floor
Portland, ME 04101

January 14, 2015

Re: Preliminary Application
East Bayside lofts Development
89 Anderson Street, Portland, Maine, 04101

Helen,

Acorn Engineering, Inc., in coordination with the project team, is pleased to submit the civil engineering components for a Preliminary Application for a Level III Site Plan for the East Bayside Lofts development. The proposed development design is at a considerable level of completion for a preliminary application. The following design work has been completed:

1) **Existing Conditions:** Acorn Engineering is aware that utility and traffic calming improvements (the Anderson Street Neighborhood Byway Project) are being completed in the Anderson Street and Fox Street corridors adjacent to the proposed East Bayside Lofts development. Acorn Engineering has reached out to TY Lin to obtain information about the corridor. Acorn has also included the proposed traffic calming measures in our site plan.

2) **Site Plan:** The interior parking lot layout has been developed to both allow for access and circulation of 53 vehicles, as well as to allow for a site minimum of 10% pervious area. Acorn and has designed sidewalk ramps adjacent to proposed crosswalks to incorporate the Anderson Street Neighborhood Byway Project improvements.

3) **Utility Plan:** In further recognition of the Anderson Street Byway project, Acorn has specifically designed the development's utilities to not interfere with proposed new drainage connections in the street corridors adjacent to the proposed development. Ability To Serve letters have been sent to sewer, telephone, cable, water, gas, and electric utilities. Responses have been received from Unitil (gas), Portland Water District (water), and Central Maine Power (electric) indicating that the site can be adequately served. Acorn has met with the Portland Water District to discuss the water design and metering, and has also had meetings with Fairpoint regarding the utility design and existing easement.

4) **Grading, Drainage and Erosion Control Plan**: The proposed development is not located in a 100-year flood plain per the current FEMA flood maps. However, Acorn has discussed the project with representatives of the Maine Geological Survey to explore flooding scenarios as a result of potential sea level rise or Category 1 storm surge should they occur at the highest annual tide. By elevating the commercial space to a lowest finish floor of 11.90' provides for approximately 5-6 ft. of storm surge, sea level rise or a combination thereof. If necessary, all 53 units are on the 2-4 floors, and all tenants would have a secondary means

of egress on Everett Street (elevation >18.00'). Acorn has designed the development for climate resiliency, achieving the highest grades practicable for the commercial uses while limited by the following design constraints:

- Sidewalks have been designed using the existing gutter line for the roadways, maximum curb reveal, and maximum cross-slope for the sidewalks.
- Multiple ADA-compliant ramps have been proposed in order to make the First Floor Elevation accessible and as high as possible without hindering the proposed development's architectural appeal.

A stormwater report is also attached, indicating that the proposed development will not increase surface runoff flows, and therefore will not require surface water quality treatment or retention.

Acorn appreciates meeting with you, Planning Staff, the Fire Department and the City Engineer to review the project prior to submitting for the Preliminary Application.

Please do not hesitate to contact our office with any questions or comments.

Sincerely,



Will Savage, P.E.
Acorn Engineering, Inc.

Enclosed:

1) Civil Plan Set
2) Ability to Serve Letters with available response
3) Stormwater Report
4) Erosion Control Report
5) Snow Storage Plan

A C O R N Engineering, Inc. • PO Box 3372 • Portland • Maine • 04104
Voice: 207-775-2655 • Fax: 207-358-7979 • www.acorn-engineering.com

A C O R N
ENGINEERING, INC.

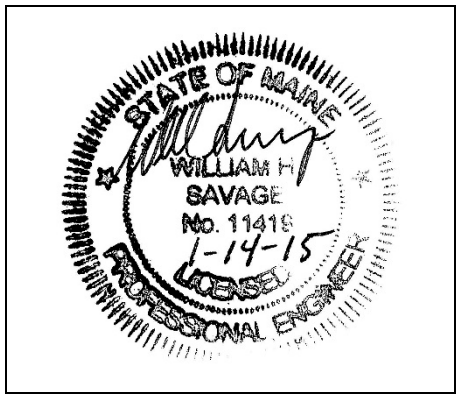
STORMWATER MANAGEMENT REPORT

Prepared For:

Redfern Properties, LLC
East Bayside Lofts
89 Anderson Street
Portland, Maine 04101

Prepared By:

Acorn Engineering, Inc.
158 Danforth Street
Portland, Maine 04102



January 2015

INTRODUCTION

Acorn Engineering, Inc. has been retained by Redfern Properties, LLC to provide civil engineering services for the proposed development of East Bayside Lofts, located at 89 Anderson Street in Portland, Maine. East Bayside Lofts is a 53-unit vertical urban infill development located within Portland's East Bayside community. The building is anticipated to be four stories tall; the first story, as presently proposed, will comprise of a restaurant, two additional commercial spaces, and an indoor/outdoor parking facility; and the second through fourth stories will contain a total of 10 studio apartments, 34 one-bedroom apartments, and 9 two-bedroom apartments for a total of 53 rental units within the building. An outdoor parking lot will also be included in the design.

A stormwater analysis will be prepared to demonstrate that the project will meet the following requirements of the City of Portland (the City):

- City of Portland Land Use Ordinance Chapter 14, Article V. Site Plan Section 14-523. Required Approvals and Applicability (F) Level III Site Plan Review.
- City of Portland Technical Manual – Section 5 – Portland Stormwater Management Standards and Maine DEP Chapter 500 Stormwater Management.

On January 6, 2015 representatives of Acorn Engineering met with David Margolis-Pineo and Helen Donaldson to discuss the proposed stormwater connection to the municipal sewer system. Potential locations include conveying flows to the municipal storm drain in either Everett Street or Fox Street.

At the meeting it was confirmed by the City that roadway and drainage improvements were being completed this winter within the Fox Street corridor. Based upon the meeting's discussion, all parties agreed that connecting the proposed East Bayside Lofts storm drainage to the existing Fox Street storm sewer would be the best course of action for the project.

EXISTING CONDITIONS

The proposed project is located at the northeasterly corner of Fox Street and Anderson Street in Portland. The proposed lot is a combination of two properties which presently include Portland Tax Map 012, Block I, Lots 1 and 5. There is an existing auto service building and two smaller associated buildings located on Lot 1 which are to be demolished as part of the proposed project.

Prior to the beginning of this project, the City of Portland has zoned this area as R-6 Residential Zone; this location's prior use was a non-conforming use as an automobile repair garage. In recognition of this project, this location has been re-zoned as a B-1b zone. An existing conditions plan has been prepared by Nadeau Land Surveys of Portland, Maine. The stormwater analysis is documented with supporting calculations and reports attached to this narrative. An existing conditions plan has been prepared by Nadeau Land Surveys of Portland, Maine dated 10/24/2014.

Abutting Uses:

- Northeast R-6 Zone - Single and Multi-Family Residential
- Southeast R-6 Zone - Single and Multi-Family Residential
- Southwest ROS Zone – Kennedy Park
- Northwest ILb Zone – Neap Tide LLC.

The majority of the existing project area is comprised of a paved and gravel parking area, as well as two buildings. Existing impervious areas include the existing buildings, as well as paved and compacted gravel parking areas; the entire site is observed to be impervious surfaces. From southeast to northwest the existing grades are relatively gradual with the majority of the existing slope at approximately 0-10%.

The project area presently drains towards the intersection of Anderson Street and Fox Street before entering the municipal sewer system. Drainage and sewer improvements are anticipated to be completed within the Fox Street and Anderson Street corridors, Winter/Spring 2015.

The project team is not aware of the presence of any existing significant natural features located on the site. Given the urban setting, existing impervious surfaces, and existing free-draining soils a field inventory of significant natural feature was not undertaken. The project is not located within a watershed classified as an Urban Impaired Stream.

PROPOSED DEVELOPMENT

East Bayside Lofts is a 53-unit vertical urban infill development that is located at the northeastern corner of Anderson Street and Fox Street. The first floor of the development will include commercial spaces, mechanical and electrical facilities for the development, as well as green spaces, and indoor and outdoor parking spaces.

The parking lot grading topography will generally be kept level, with 1% to 3% slopes directing stormwater towards internal catch basins on the western side of the development. Terracing will be completed through a stepped foundation and a retaining wall to ensure that access to locations of the building that are at differing ground elevations will be possible.

The project landscaping is anticipated to include planting of perennials and shrubs. Currently, only a few small trees and overgrown brush populate the site. The anticipated landscaping will be designed to complement the contemporary development while offering environmental benefits such as reducing the heat island effect, stormwater quality treatment, erosion reduction, and creation of urban wildlife habitat.

The development is anticipated to be served by the Portland Water District, underground power/cable/communications, natural gas and the municipal sewer system. Solid waste and recycling will be contracted through a private waste disposal and recycling provider.

GENERAL STANDARDS - WATER QUALITY

It is our understanding that the project will not be required to meet the General Standards because of the exception set forth in the City of Portland Technical Manual – Section 5 – Portland Stormwater Management Standards and Maine DEP Chapter 500, B. General Standards (3) Exception from the general standards, (e).

> "Stormwater Management Law project including redevelopment. For a project requiring a Stormwater Management Law permit that includes redevelopment of impervious area that was in existence as of November 16, 2005 (the effective date of Chapter 500 revisions), the redevelopment of that impervious area is not required to meet General standards provided

the department determines that the new use of the existing impervious area is not likely to increase stormwater impacts resulting from the proposed project's stormwater runoff beyond the level of impact already caused by the runoff from the existing impervious area. The requirements of Appendix D must still be met, if applicable."

Although additional stormwater treatment is not required, the project has been designed to improve upon the existing condition for the following reasons:

- The stabilization of the existing gravel areas with pavement or landscaping.
- The elimination surface stormwater flows directly to the municipal sewer.
- The installation of catch basins with catch basin hoods to mitigate transport of oil, floating debris, and larger suspended particles into the storm drain piping.
- The installation of catch basins which incorporates a deeper 3-ft (2 ft typ.) sump to store items listed above until routine cleaning is performed.

FLOODING STANDARD – WATER QUANTITY

To review the Section E. Flooding Standard, the proposed development was modeled using HydroCAD to verify that the post-development conditions do not exceed the pre-development conditions. A 24-hour SCS Type III storm distribution for the 2, 10, and 25 year storm events were used. The corresponding rainfall amounts for these storms are 3.00", 4.70", and 5.50" respectively.

Due to the numerous variables, and inherent inaccuracies with the modeling program used to calculate stormwater runoff it is custom at Acorn Engineering, Inc. to round to the nearest whole number. However due to the small size of the project the stormwater runoff shall be rounded to the nearest tenth of a cubic feet per second (cfs). Given the relatively small watershed areas, urban setting, and predominance of impervious area, a 5 minute time of concentration (T_c) was applied to each subcatchment for both the pre and post-development conditions.

Pre-development Calculations

The pre-development condition was modeled as two subcatchments. Subcatchment #1 is tributary to the catch basin at the intersection of Anderson Street and Fox Street. Subcatchment 2 is tributary to the catch basin within Everett Street, upgradient from Anderson Street. The storm drain within Everett Street is then tributary to the municipal sewer (POI#1) near the intersection of Fox Street and Anderson Street.

- Subcatchment 1, Existing West Subcatchment – Area (21,296 sf, 0.49 acres) tributary to the existing municipal sewer (POI#1) near the intersection of Fox Street and Anderson Street.
- Subcatchment 2, Existing East Subcatchment – Area (1,930 sf, 0.04 acres) tributary to the existing municipal storm drain catch basin within Everett Street. The storm drain within Everett Street is then tributary to the municipal sewer (POI#1) near the intersection of Fox Street and Anderson Street.

The surface flows tributary to the municipal storm sewer are also included below. A Pre-development Watershed Map developed for this project can be viewed in Attachment A, and a copy of the HydroCAD calculations is included within Attachment D of this report. Peak flow rates for the storm events are as follows:

Table 1 – Pre-Development Peak Stormwater Flows			
Drainage Area	**2 – Year Storm Event (cfs)**	**10 – Year Storm Event (cfs)**	**25 – Year Storm Event (cfs)**
Subcatchment 1	1.4	2.3	2.7
Subcatchment 2	0.1	0.2	0.2
Point of Interest #1	1.6	2.5	2.9

Post-development Calculations:

The post-development condition was modeled as one subcatchment with the same point of interest, as all stormwater is anticipated to leave the site through one location and connect to the existing 21" ductile iron storm drain. The proposed Grading and Drainage Plan was designed to maintain the historical area tributary to the municipal sewer near the intersection of Fox Street and Anderson Street.

- Subcatchment 1 – Area (0.53 acres) tributary to the existing municipal sewer within Fox Street

The post development calculations include changes to the land use. The change in land use did not result in a net stormwater increase. The change in land use from impervious soils to grass resulted in a comparatively larger decrease in peak flows than the minimal increase in stormwater flows from an increase in pavement and building area. The post-development conditions now convey all stormwater flows to the municipal sewer near the intersection of Fox Street and Anderson Street (POI #1). The following table represents comparison of predevelopment and post-development condition peak runoff rates at the respective point of interest.

Table 2 – Comparison of Peak Flows						
Drainage Area	**2 – Year Storm Event (cfs)**		**10 – Year Storm Event (cfs)**		**25 – Year Storm Event (cfs)**	
	Pre	**Post**	**Pre**	**Post**	**Pre**	**Post**
POI #1	1.6	1.5	2.5	2.5	2.9	2.9

As shown in Table 2, the post development peak flows shall remain at or below the predevelopment levels. A Post-development Watershed Map developed for this project can be viewed in Attachment B, and a copy of the HydroCAD calculations is included within Attachment D, of this report.

Pipe sizes were generated using the rational method.

SOILS

Onsite soil information includes the following:

- Summit Geoengineering Services – Soil Boring Logs, dated November 25, 2014. A formal Geotechnical Report will be prepared by Summit Geoengineering Services for the project.
- Soil Conservation Service Medium Intensity Soil Survey for Cumberland County.

Given the soils information, listed above, and the fact that greater than 50% of the proposed development site is currently developed, it is Acorn Engineering's professional opinion that a more intense hydric soil boundary delineation is not required because the waiver requirements set forth in the City of Portland Technical Manual – Section 7 – Soil Survey, Rev. 6/17/11 are met.

The area within and surrounding the project includes soils types listed in the table below. The susceptibility of soils to erosion is indicated on a relative "K" scale of values over a range of 0.02 to 0.69. Higher "K" values indicate more erodible soils.

Table 1 - "K" Value		
Soils Type	**Subsurface**	**Substratum**
Au Gres	.15	.15
Deerfield	.17	.17
Hinckley	.17	.17

The soil "K" values for the soils, listed above, indicate a low susceptibility to erosion. The site's susceptibility to erosion is from the Soil Conservation Service Medium Intensity Soil Survey for Cumberland County. The site's soils map from the Soil Conservation Service Medium Intensity Soil Survey for Cumberland County is included as Attachment C.

Conclusion

The proposed development was designed to meet the requirements implemented by the MDEP under the Stormwater Management Statute (38 M.R.S.A. § 420-D) as well as the City of Portland Technical Manual – Section 5 – Portland Stormwater Management Standards. The proposed project as envisioned shall improve upon the existing stormwater management.

Attachments

Attachment A: Pre Development Watershed Map
Attachment B: Post Development Watershed Map
Attachment C: Soils Map
Attachment D: HydroCAD Calculations
Attachment E: Summit Geoengineering Services – Soil Boring Logs, dated November 25, 2014

GENERAL NOTES:

1. REFER TO STORMWATER REPORT FOR MORE INFORMATION
2. GIVEN THE URBAN SETTING, SMALL WATERSHED AREA AND PREDOMINANCE OF IMPERVIOUS AREAS A 5 MINUTE TIME OF CONCENTRATION WAS USED FOR BOTH THE PRE-DEVELOPMENT AND POST-DEVELOPMENT CONDITIONS.

1 — SUBCATCHMENT NUMBER

SUBCATCHMENT OUTLINE

1 — POINT OF INTEREST (POI)



PRELIMINARY APP. SUBMISSION

ISSUED FOR	BY
PRELIMINARY SUB	WHS 7/14/15

REVISION	REV. DATE

DRAWING NAME: PRE-DEVELOPMENT STORMWATER PLAN

PROJECT NAME: EAST BAYSIDE LOFTS

CLIENT: REDFERN PROPERTIES, LLC.
P.O. BOX 8816 PORTLAND, ME 04104

ACORN ENGINEERING, INC.

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY ALTERATIONS, AUTHORIZED OR UNAUTHORIZED, MUST BE REPORTED TO ACORN ENGINEERING, INC. AND WILL BE WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

ACORN ENGINEERING, INC.
158 DANFORTH STREET, PORTLAND MAINE 04102
(207) 775-2655

FILE:	1053_CIVIL_11-15-14
DATE:	10/15/2014
JN:	1053
SCALE:	1" =10'
DESIGNED BY:	WHS
DRAWN BY:	MAG
CHECKED BY:	WHS

DRAWING NO.
PRE

GENERAL NOTES:

1. REFER TO STORMWATER REPORT FOR MORE INFORMATION
2. GIVEN THE URBAN SETTING, SMALL WATERSHED AREA AND PREDOMINANCE OF IMPERVIOUS AREAS A 5 MINUTE TIME OF CONCENTRATION WAS USED FOR BOTH THE PRE-DEVELOPMENT AND POST-DEVELOPMENT CONDITIONS.

ROOF OUTLINE

GREEN SPACE OUTLINE

1 SUBCATCHMENT NUMBER

SUBCATCHMENT OUTLINE

1 POINT OF INTEREST (POI)

0 10 20 FEET

END OF RETAINING WALL

GRANITE CURB

END OF RETAINING WALL

FFE 14.00'

STORAGE
BIKE STORAGE

13'

FOUNDATION/RETAINING WALL

12'

PROPOSED DOGHOUSE MANHOLE CONNECTION TO EXISTING STORM DRAIN. SEE DETAILS, SHEET C-43.

PROPOSED CATCH BASIN

PROPOSED BUILDING UNDERDRAIN CONNECTION

PROPOSED STORM DRAIN

ELEV. MACH.

MAIL

TRASH
FFE. 11.90

FFE. 12.40

MECHANICAL
ELECTRICAL

FFE. 11.90
COMMERCIAL 1
1,425 SF

FFE 11.90'
APARTMENT
LOBBY

FFE12.00
COMMERCIAL 2
596 SF

FFE12.00
COMMERCIAL 3
385 SF

POI#1

Fox Street

Everett Street

Anderson Street

PRELIMINARY APP. SUBMISSION

ISSUED FOR	BY
PRELIMINARY SUB	WHS 7/14/15

REVISION	REV.	DATE

DRAWING NAME: POST-DEVELOPMENT STORMWATER PLAN

PROJECT NAME: EAST BAYSIDE LOFTS

CLIENT: REDFERN PROPERTIES, LLC.
P.O. BOX 8816 PORTLAND, ME 04104

ACORN ENGINEERING, INC.

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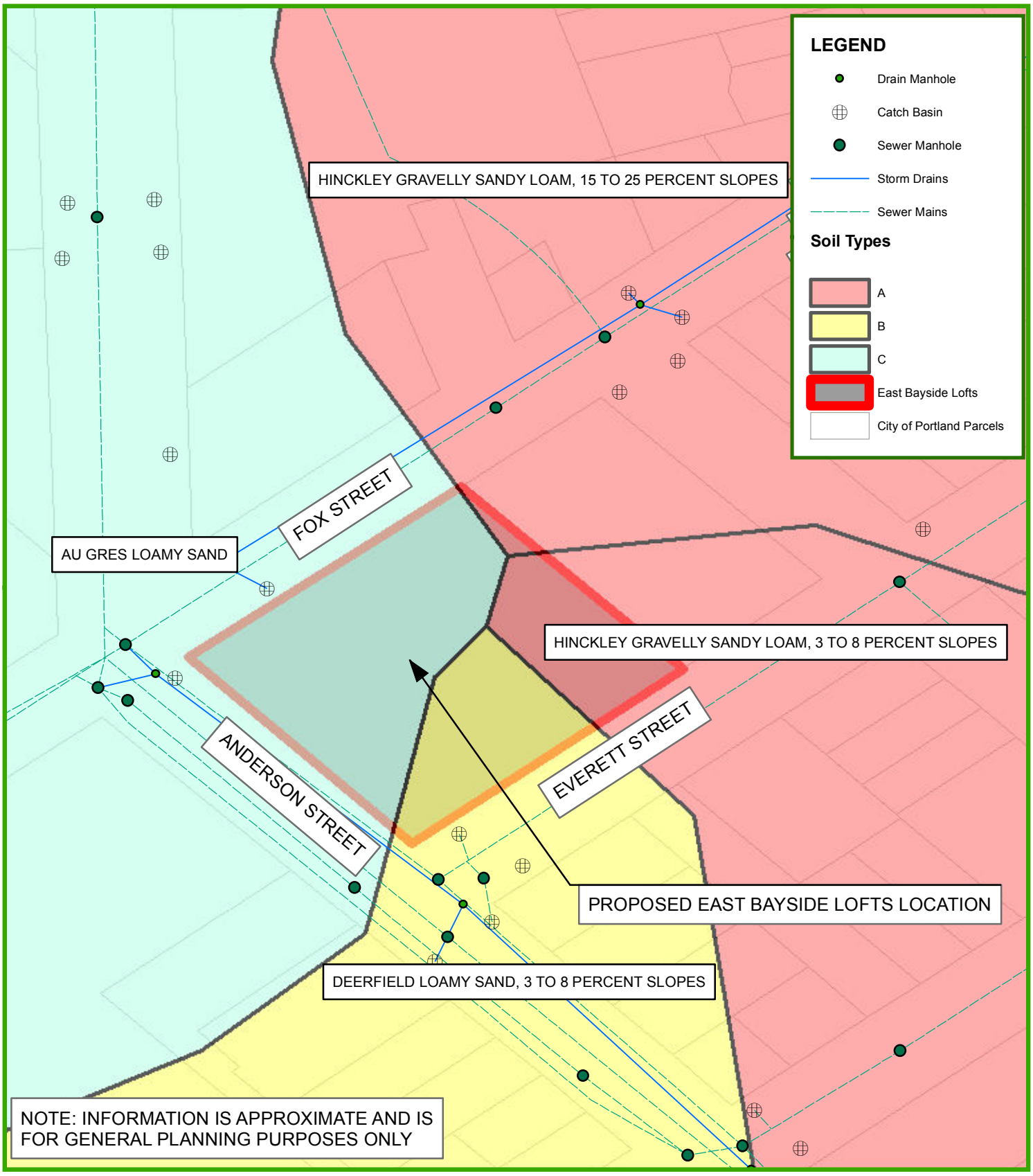
ACORN ENGINEERING, INC.
158 DANFORTH STREET, PORTLAND MAINE 04102
(207) 775-2655

FILE:	1053_CIVIL_11-15-14
DATE:	10/15/2014
JN:	1053
SCALE:	1" =10'
DESIGNED BY:	WHS
DRAWN BY:	MAG
CHECKED BY:	WHS

DRAWING NO.
POST



EAST BAYSIDE LOFTS DEVELOPMENT

SOILS ADJACENT TO DEVELOPMENT

89 ANDERSON STREET, PORTLAND, MAINE

Data Sources: MEGIS, City of Portland, Acorn Engineering, Inc.

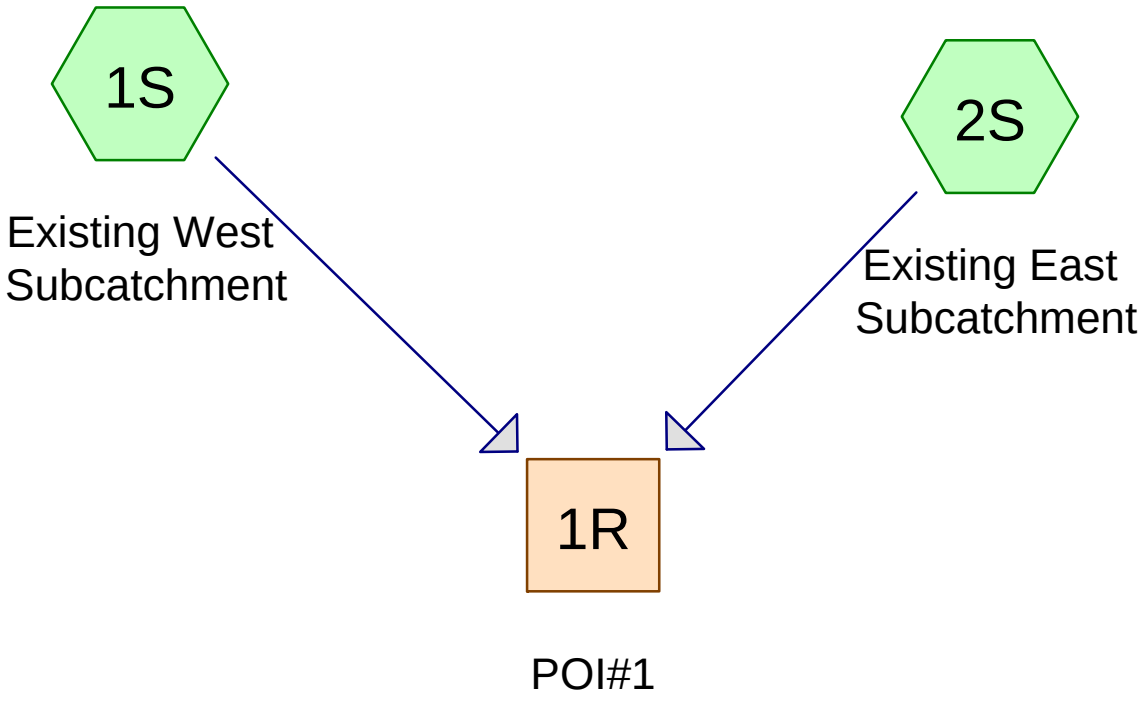
Date: 12/18/14 by Acorn Engineering, Inc. for Redfern Properties, LLC

N

1 INCH = 80 FEET

0 40 80

ACORN ENGINEERING, INC



Subcat Reach Pond Link

Drainage Diagram for EBL Pre-Development 1-14-15
Prepared by Acorn Engineering, Inc., Printed 1/14/2015
HydroCAD® 8.50 s/n 000620 © 2007 HydroCAD Software Solutions LLC

Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
0.250	96	Gravel (1S,2S)
0.135	98	Building (1S)
0.148	98	Pavement (1S)
0.533		**TOTAL AREA**

Soil Listing (all nodes)

Area (acres)	Soil Goup	Subcatchment Numbers
0.000	HSG A	
0.000	HSG B	
0.000	HSG C	
0.000	HSG D	
0.533	Other	1S, 2S
0.533		**TOTAL AREA**

Time span=5.00-20.00 hrs, dt=0.04 hrs, 376 points
Runoff by SCS TR-20 method, UH=SCS
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1S: Existing West Runoff Area=0.489 ac 57.87% Impervious Runoff Depth>2.50"
Tc=5.0 min CN=97 Runoff=1.43 cfs 0.102 af

Subcatchment 2S: Existing East Runoff Area=0.044 ac 0.00% Impervious Runoff Depth>2.41"
Tc=5.0 min CN=96 Runoff=0.13 cfs 0.009 af

Reach 1R: POI#1 Inflow=1.55 cfs 0.111 af
Outflow=1.55 cfs 0.111 af

Total Runoff Area = 0.533 ac Runoff Volume = 0.111 af Average Runoff Depth = 2.49"
46.90% Pervious = 0.250 ac 53.10% Impervious = 0.283 ac

Summary for Subcatchment 1S: Existing West Subcatchment

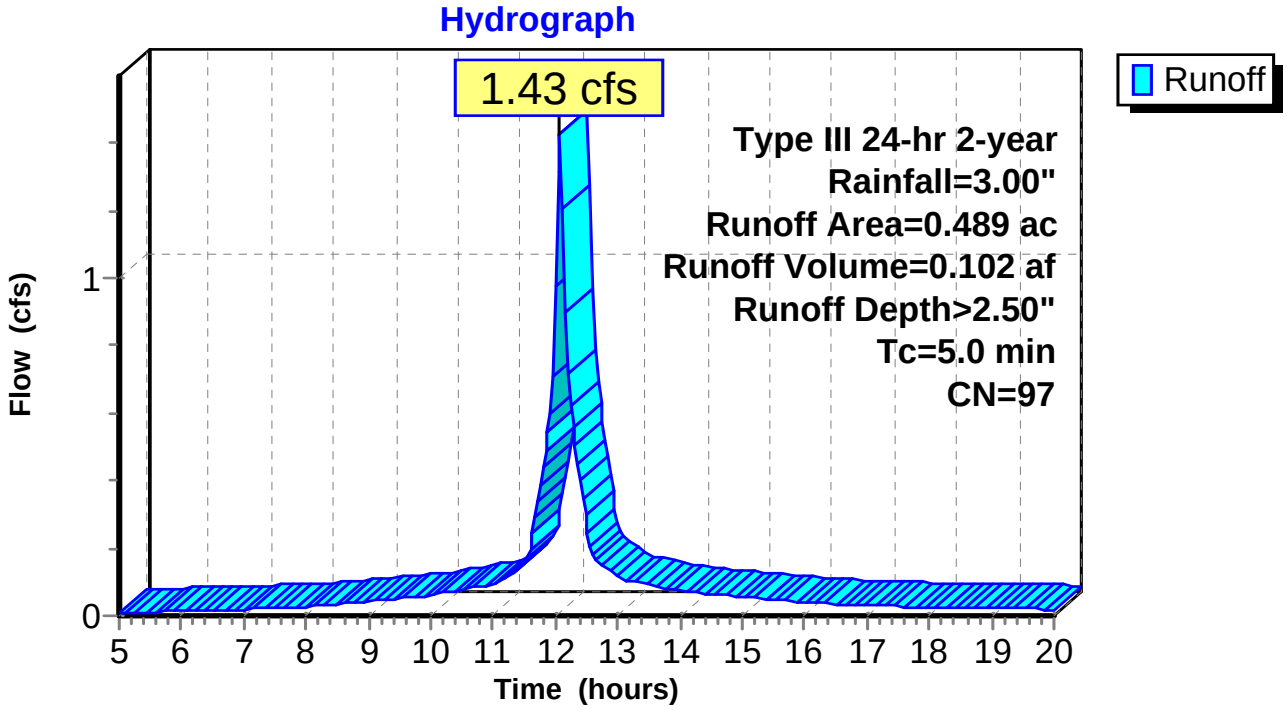
Runoff = 1.43 cfs @ 12.07 hrs, Volume= 0.102 af, Depth> 2.50"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.04 hrs
Type III 24-hr 2-year Rainfall=3.00"

	Area (ac)	CN	Description
*	0.148	98	Pavement
*	0.135	98	Building
*	0.206	96	Gravel
	0.489	97	Weighted Average
	0.206		Pervious Area
	0.283		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry, Minimum 5**

Subcatchment 1S: Existing West Subcatchment



Summary for Subcatchment 2S: Existing East Subcatchment

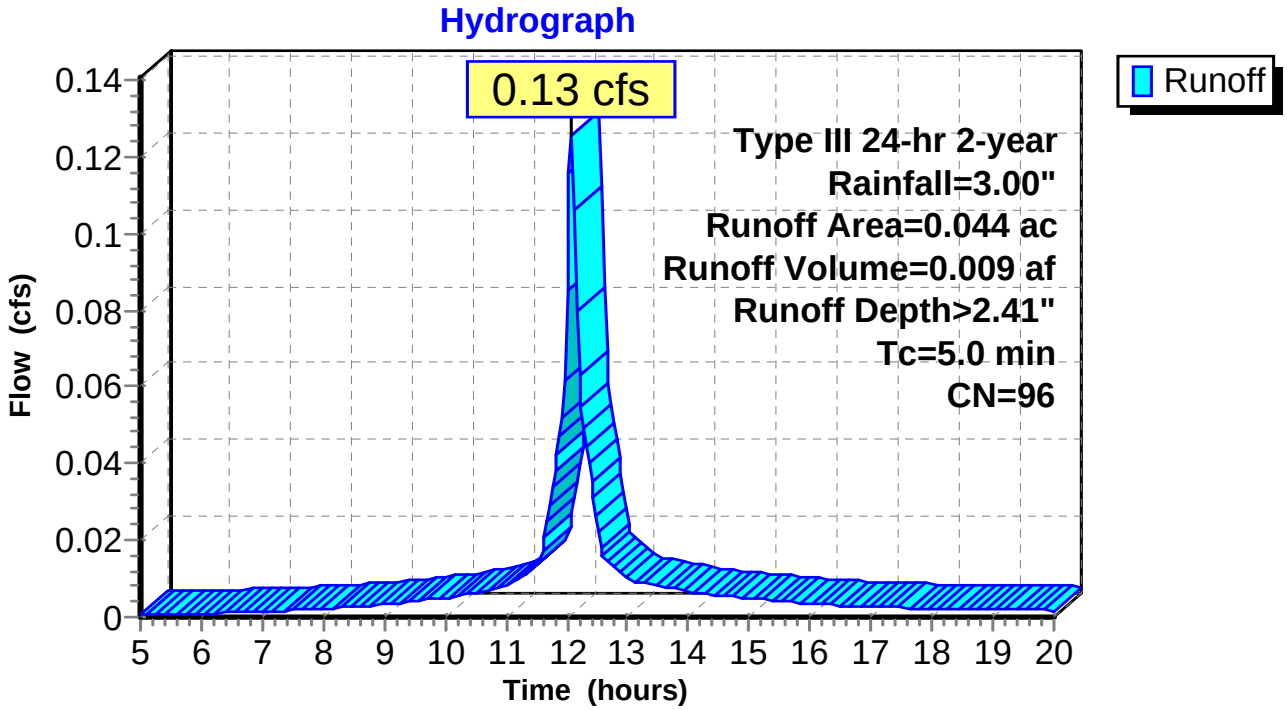
Runoff = 0.13 cfs @ 12.07 hrs, Volume= 0.009 af, Depth> 2.41"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.04 hrs
Type III 24-hr 2-year Rainfall=3.00"

	Area (ac)	CN	Description
*	0.044	96	Gravel
	0.044		Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry, Minimum 5**

Subcatchment 2S: Existing East Subcatchment

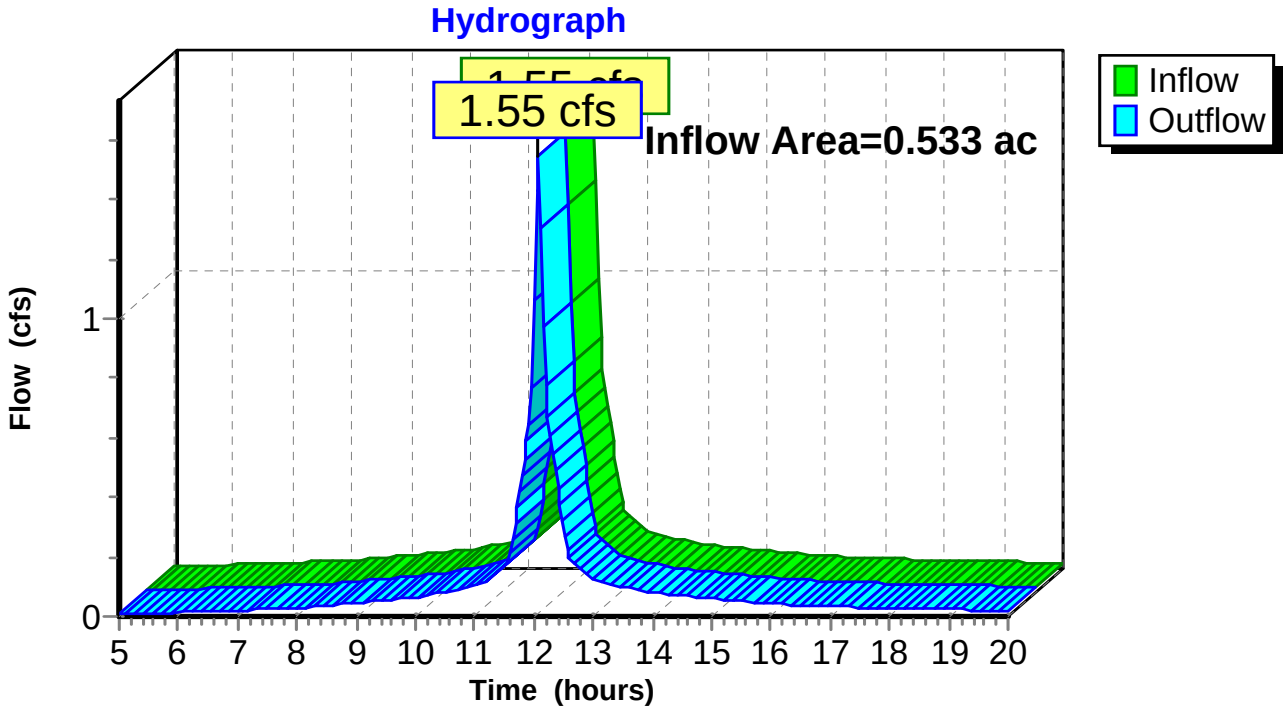


Summary for Reach 1R: POI#1

Inflow Area = 0.533 ac, 53.10% Impervious, Inflow Depth > 2.49" for 2-year event
Inflow = 1.55 cfs @ 12.07 hrs, Volume= 0.111 af
Outflow = 1.55 cfs @ 12.07 hrs, Volume= 0.111 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.04 hrs

Reach 1R: POI#1



Time span=5.00-20.00 hrs, dt=0.04 hrs, 376 points
Runoff by SCS TR-20 method, UH=SCS
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1S: Existing West Runoff Area=0.489 ac 57.87% Impervious Runoff Depth>4.07"
Tc=5.0 min CN=97 Runoff=2.28 cfs 0.166 af

Subcatchment 2S: Existing East Runoff Area=0.044 ac 0.00% Impervious Runoff Depth>3.98"
Tc=5.0 min CN=96 Runoff=0.20 cfs 0.015 af

Reach 1R: POI#1 Inflow=2.48 cfs 0.180 af
Outflow=2.48 cfs 0.180 af

Total Runoff Area = 0.533 ac Runoff Volume = 0.180 af Average Runoff Depth = 4.06"
46.90% Pervious = 0.250 ac 53.10% Impervious = 0.283 ac

Summary for Subcatchment 1S: Existing West Subcatchment

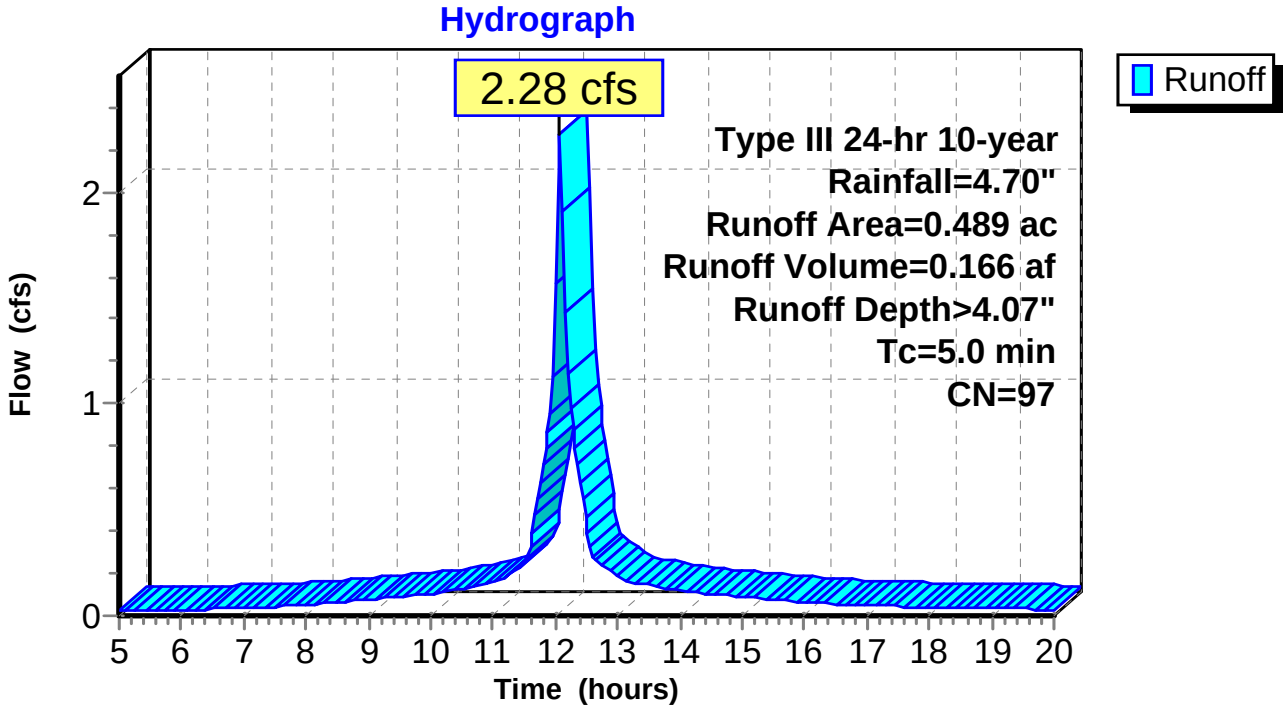
Runoff = 2.28 cfs @ 12.07 hrs, Volume= 0.166 af, Depth> 4.07"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.04 hrs
Type III 24-hr 10-year Rainfall=4.70"

	Area (ac)	CN	Description
*	0.148	98	Pavement
*	0.135	98	Building
*	0.206	96	Gravel
	0.489	97	Weighted Average
	0.206		Pervious Area
	0.283		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry, Minimum 5**

Subcatchment 1S: Existing West Subcatchment



Summary for Subcatchment 2S: Existing East Subcatchment

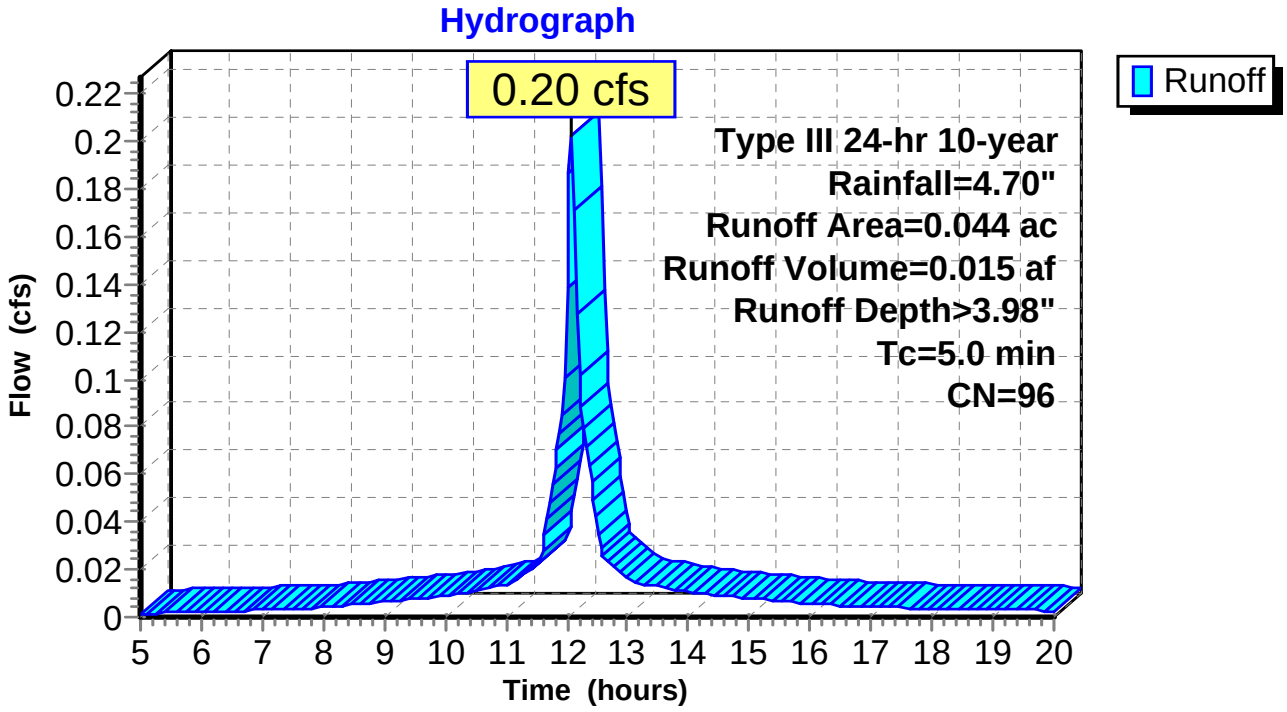
Runoff = 0.20 cfs @ 12.07 hrs, Volume= 0.015 af, Depth> 3.98"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.04 hrs
Type III 24-hr 10-year Rainfall=4.70"

	Area (ac)	CN	Description
*	0.044	96	Gravel
	0.044		Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry, Minimum 5**

Subcatchment 2S: Existing East Subcatchment

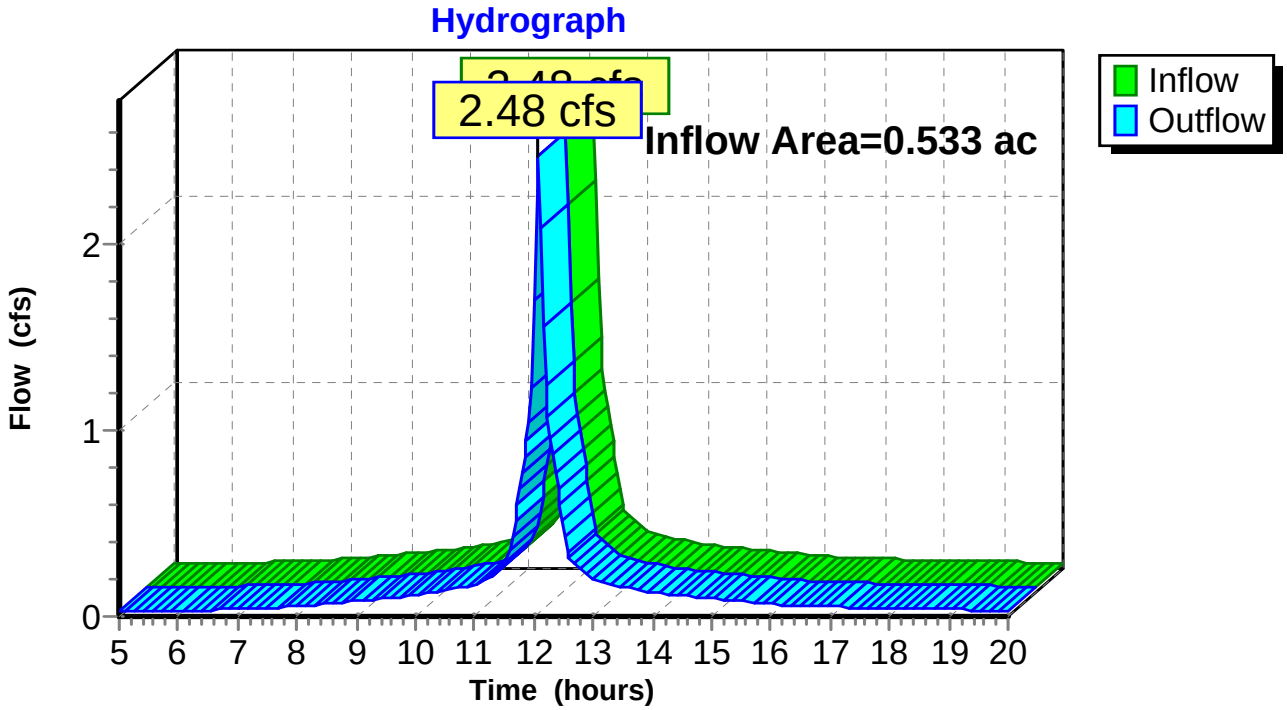


Summary for Reach 1R: POI#1

Inflow Area = 0.533 ac, 53.10% Impervious, Inflow Depth > 4.06" for 10-year event
Inflow = 2.48 cfs @ 12.07 hrs, Volume= 0.180 af
Outflow = 2.48 cfs @ 12.07 hrs, Volume= 0.180 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.04 hrs

Reach 1R: POI#1



Time span=5.00-20.00 hrs, dt=0.04 hrs, 376 points
Runoff by SCS TR-20 method, UH=SCS
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1S: Existing West Runoff Area=0.489 ac 57.87% Impervious Runoff Depth>4.80"
Tc=5.0 min CN=97 Runoff=2.67 cfs 0.196 af

Subcatchment 2S: Existing East Runoff Area=0.044 ac 0.00% Impervious Runoff Depth>4.71"
Tc=5.0 min CN=96 Runoff=0.24 cfs 0.017 af

Reach 1R: POI#1 Inflow=2.91 cfs 0.213 af
Outflow=2.91 cfs 0.213 af

Total Runoff Area = 0.533 ac Runoff Volume = 0.213 af Average Runoff Depth = 4.79"
46.90% Pervious = 0.250 ac 53.10% Impervious = 0.283 ac

Summary for Subcatchment 1S: Existing West Subcatchment

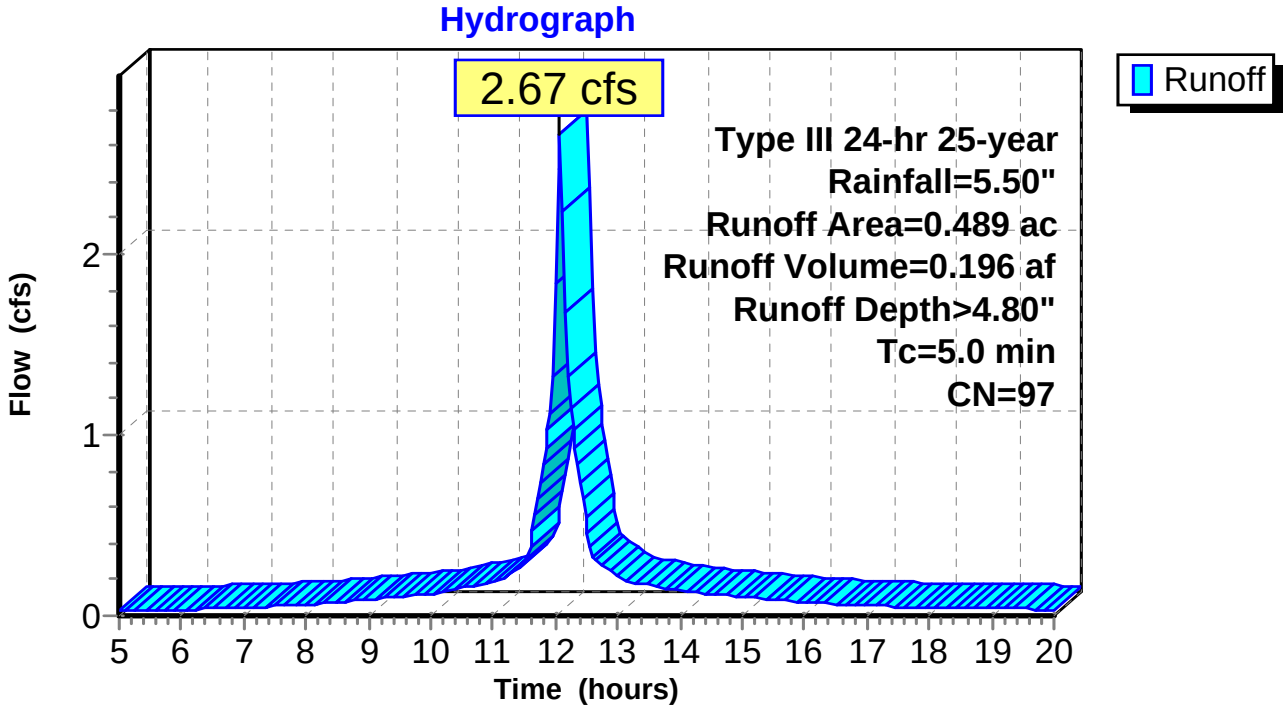
Runoff = 2.67 cfs @ 12.07 hrs, Volume= 0.196 af, Depth> 4.80"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.04 hrs
Type III 24-hr 25-year Rainfall=5.50"

	Area (ac)	CN	Description
*	0.148	98	Pavement
*	0.135	98	Building
*	0.206	96	Gravel
	0.489	97	Weighted Average
	0.206		Pervious Area
	0.283		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry, Minimum 5**

Subcatchment 1S: Existing West Subcatchment



Summary for Subcatchment 2S: Existing East Subcatchment

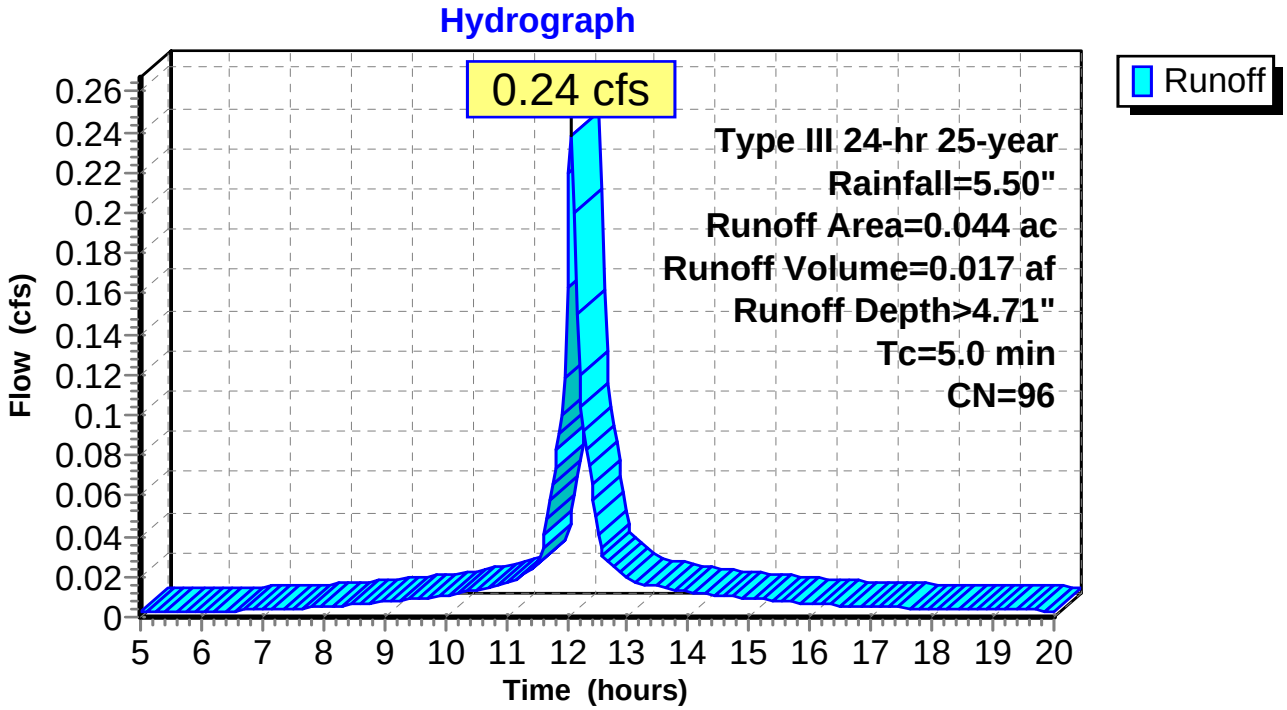
Runoff = 0.24 cfs @ 12.07 hrs, Volume= 0.017 af, Depth> 4.71"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.04 hrs
Type III 24-hr 25-year Rainfall=5.50"

	Area (ac)	CN	Description
*	0.044	96	Gravel
	0.044		Pervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry, Minimum 5**

Subcatchment 2S: Existing East Subcatchment

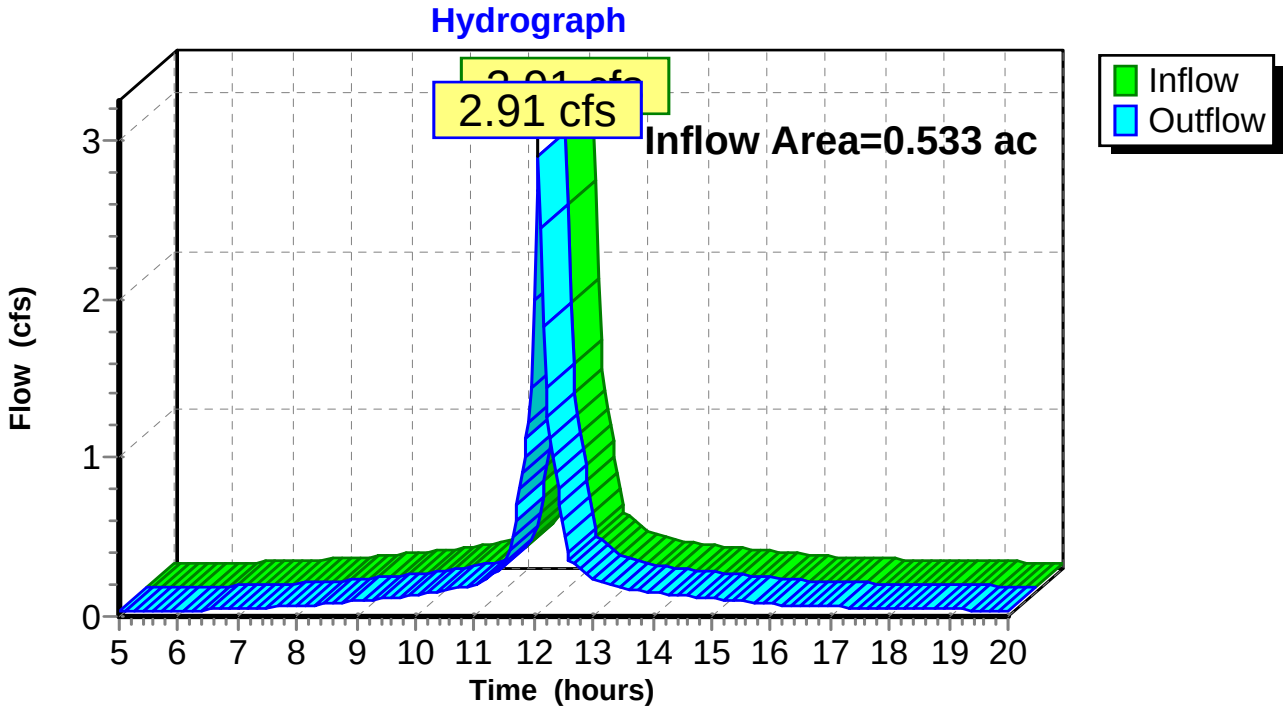


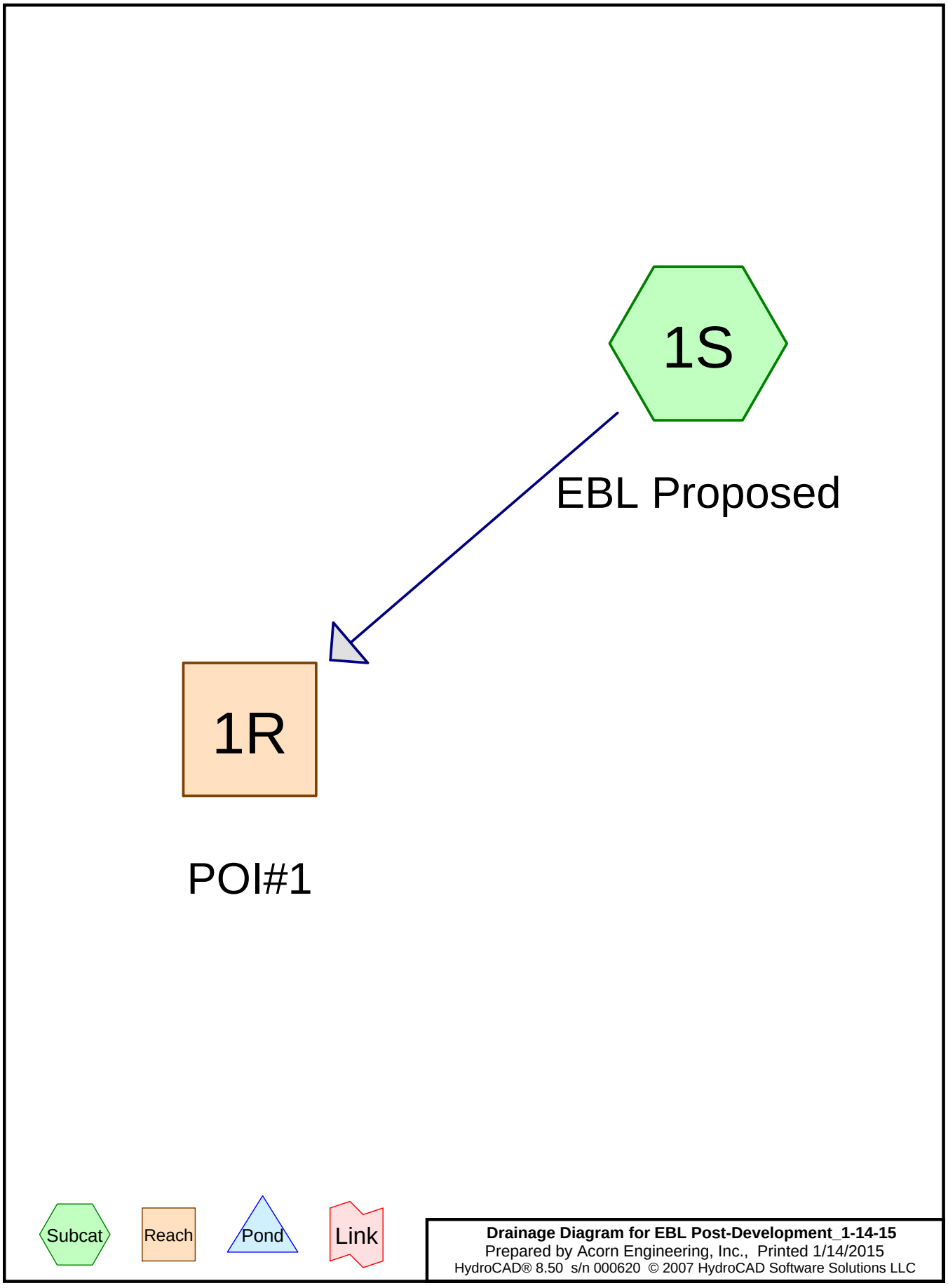
Summary for Reach 1R: POI#1

Inflow Area = 0.533 ac, 53.10% Impervious, Inflow Depth > 4.79" for 25-year event
Inflow = 2.91 cfs @ 12.07 hrs, Volume= 0.213 af
Outflow = 2.91 cfs @ 12.07 hrs, Volume= 0.213 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.04 hrs

Reach 1R: POI#1





Drainage Diagram for EBL Post-Development_1-14-15
Prepared by Acorn Engineering, Inc., Printed 1/14/2015
HydroCAD® 8.50 s/n 000620 © 2007 HydroCAD Software Solutions LLC

Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
0.048	79	Landscaped Area - 50-75% Grass cover, Fair, HSG C (1S)
0.319	98	Building (1S)
0.166	98	Parking (1S)
0.533		**TOTAL AREA**

Soil Listing (all nodes)

Area (acres)	Soil Goup	Subcatchment Numbers
0.000	HSG A	
0.000	HSG B	
0.048	HSG C	1S
0.000	HSG D	
0.485	Other	1S
0.533		**TOTAL AREA**

Time span=5.00-20.00 hrs, dt=0.04 hrs, 376 points
Runoff by SCS TR-20 method, UH=SCS
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1S: EBL Proposed Runoff Area=0.533 ac 90.99% Impervious Runoff Depth>2.41"
Tc=5.0 min CN=96 Runoff=1.52 cfs 0.107 af

Reach 1R: POI#1 Inflow=1.52 cfs 0.107 af
Outflow=1.52 cfs 0.107 af

Total Runoff Area = 0.533 ac Runoff Volume = 0.107 af Average Runoff Depth = 2.41"
9.01% Pervious = 0.048 ac 90.99% Impervious = 0.485 ac

Summary for Subcatchment 1S: EBL Proposed

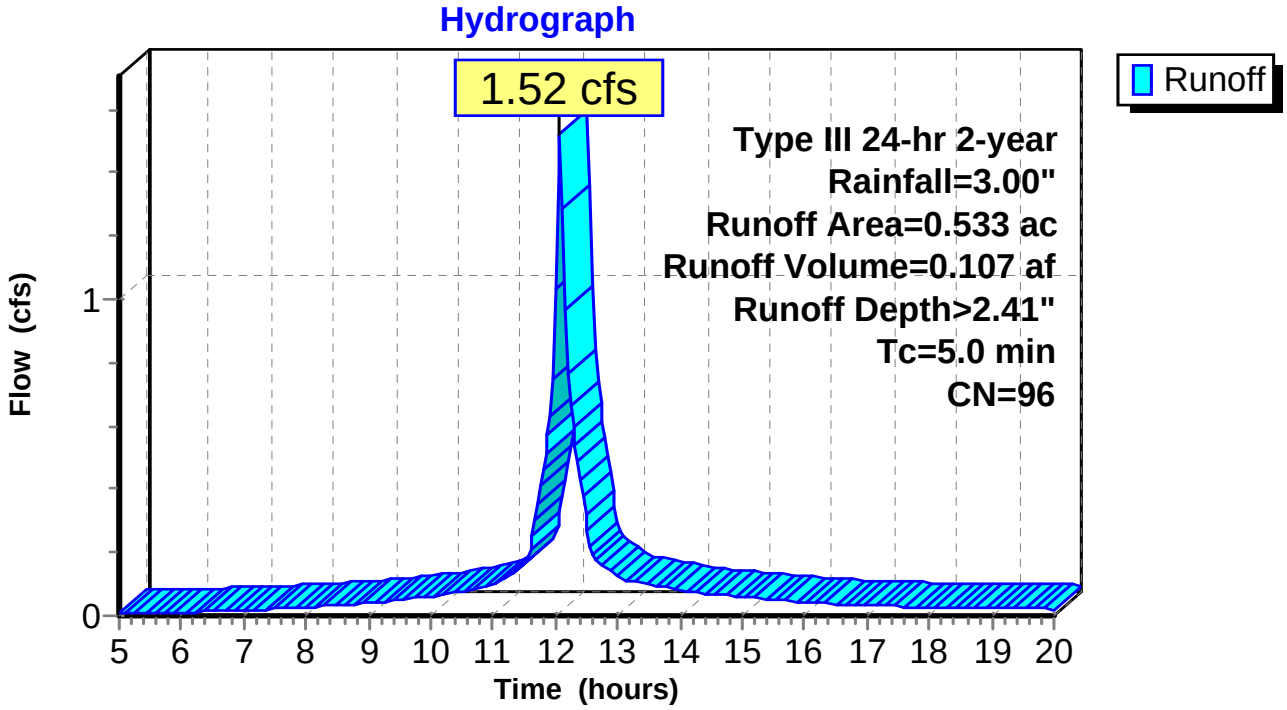
Runoff = 1.52 cfs @ 12.07 hrs, Volume= 0.107 af, Depth> 2.41"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.04 hrs
Type III 24-hr 2-year Rainfall=3.00"

	Area (ac)	CN	Description
*	0.166	98	Parking
*	0.319	98	Building
*	0.048	79	Landscaped Area - 50-75% Grass cover, Fair, HSG C
	0.533	96	Weighted Average
	0.048		Pervious Area
	0.485		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Subcatchment 1S: EBL Proposed

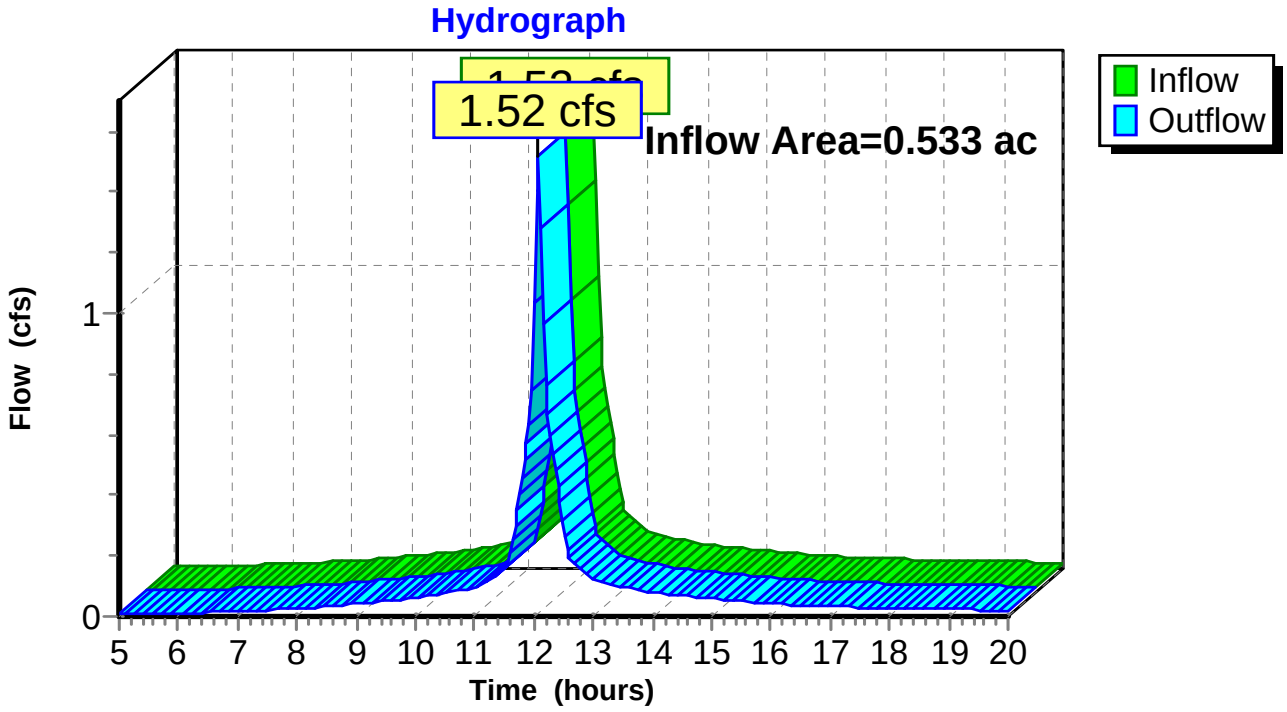


Summary for Reach 1R: POI#1

Inflow Area = 0.533 ac, 90.99% Impervious, Inflow Depth > 2.41" for 2-year event
Inflow = 1.52 cfs @ 12.07 hrs, Volume= 0.107 af
Outflow = 1.52 cfs @ 12.07 hrs, Volume= 0.107 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.04 hrs

Reach 1R: POI#1



Time span=5.00-20.00 hrs, dt=0.04 hrs, 376 points
Runoff by SCS TR-20 method, UH=SCS
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1S: EBL Proposed Runoff Area=0.533 ac 90.99% Impervious Runoff Depth>3.98"
Tc=5.0 min CN=96 Runoff=2.45 cfs 0.177 af

Reach 1R: POI#1 Inflow=2.45 cfs 0.177 af
Outflow=2.45 cfs 0.177 af

Total Runoff Area = 0.533 ac Runoff Volume = 0.177 af Average Runoff Depth = 3.98"
9.01% Pervious = 0.048 ac 90.99% Impervious = 0.485 ac

Summary for Subcatchment 1S: EBL Proposed

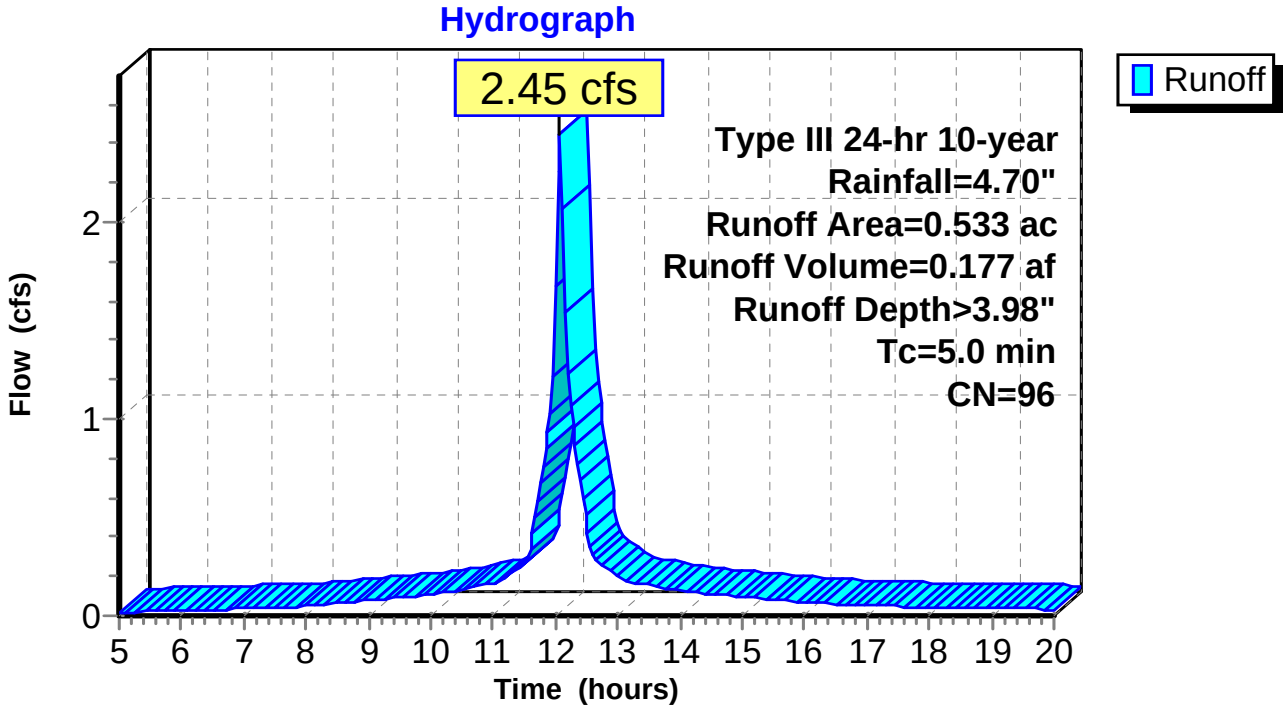
Runoff = 2.45 cfs @ 12.07 hrs, Volume= 0.177 af, Depth> 3.98"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.04 hrs
Type III 24-hr 10-year Rainfall=4.70"

	Area (ac)	CN	Description
*	0.166	98	Parking
*	0.319	98	Building
*	0.048	79	Landscaped Area - 50-75% Grass cover, Fair, HSG C
	0.533	96	Weighted Average
	0.048		Pervious Area
	0.485		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Subcatchment 1S: EBL Proposed

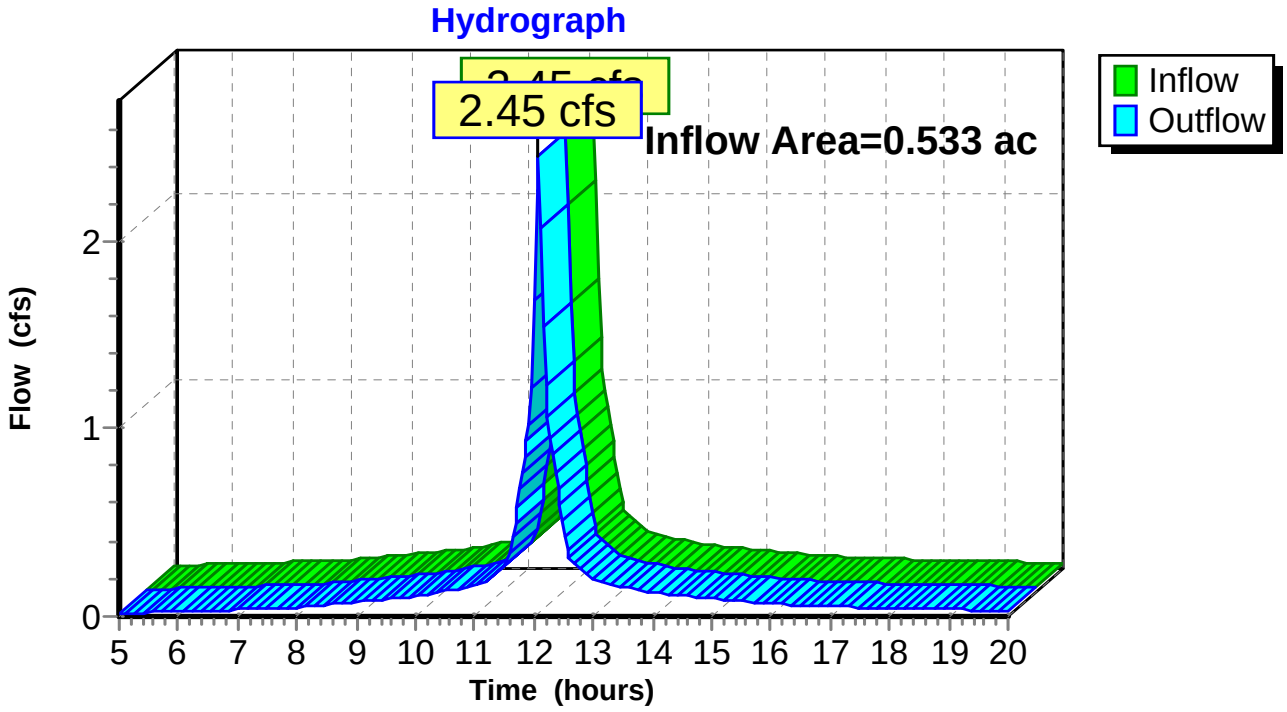


Summary for Reach 1R: POI#1

Inflow Area = 0.533 ac, 90.99% Impervious, Inflow Depth > 3.98" for 10-year event
Inflow = 2.45 cfs @ 12.07 hrs, Volume= 0.177 af
Outflow = 2.45 cfs @ 12.07 hrs, Volume= 0.177 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.04 hrs

Reach 1R: POI#1



Time span=5.00-20.00 hrs, dt=0.04 hrs, 376 points
Runoff by SCS TR-20 method, UH=SCS
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1S: EBL Proposed Runoff Area=0.533 ac 90.99% Impervious Runoff Depth>4.71"
Tc=5.0 min CN=96 Runoff=2.89 cfs 0.209 af

Reach 1R: POI#1 Inflow=2.89 cfs 0.209 af
Outflow=2.89 cfs 0.209 af

Total Runoff Area = 0.533 ac Runoff Volume = 0.209 af Average Runoff Depth = 4.71"
9.01% Pervious = 0.048 ac 90.99% Impervious = 0.485 ac

Summary for Subcatchment 1S: EBL Proposed

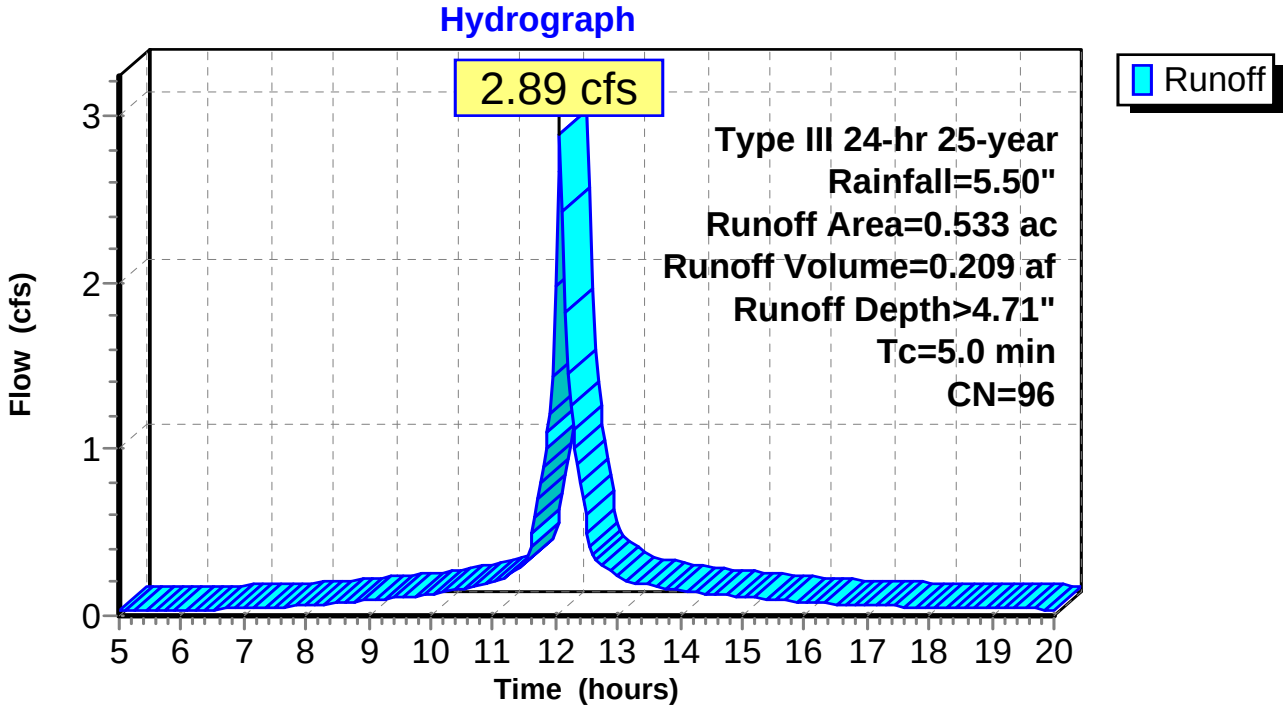
Runoff = 2.89 cfs @ 12.07 hrs, Volume= 0.209 af, Depth> 4.71"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.04 hrs
Type III 24-hr 25-year Rainfall=5.50"

	Area (ac)	CN	Description
*	0.166	98	Parking
*	0.319	98	Building
*	0.048	79	Landscaped Area - 50-75% Grass cover, Fair, HSG C
	0.533	96	Weighted Average
	0.048		Pervious Area
	0.485		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					**Direct Entry,**

Subcatchment 1S: EBL Proposed

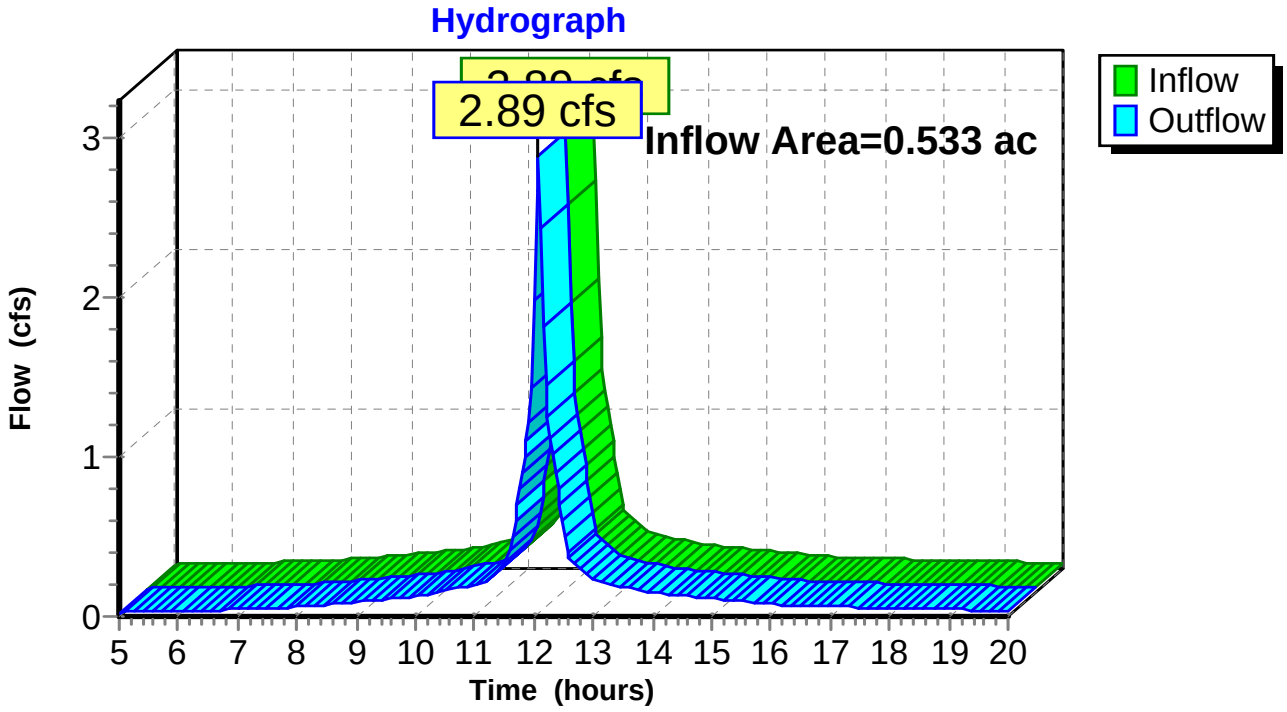


Summary for Reach 1R: POI#1

Inflow Area = 0.533 ac, 90.99% Impervious, Inflow Depth > 4.71" for 25-year event
Inflow = 2.89 cfs @ 12.07 hrs, Volume= 0.209 af
Outflow = 2.89 cfs @ 12.07 hrs, Volume= 0.209 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 5.00-20.00 hrs, dt= 0.04 hrs

Reach 1R: POI#1



LEGEND

B-1 SUMMIT TEST BORING (NOVEMBER 25, 2014)

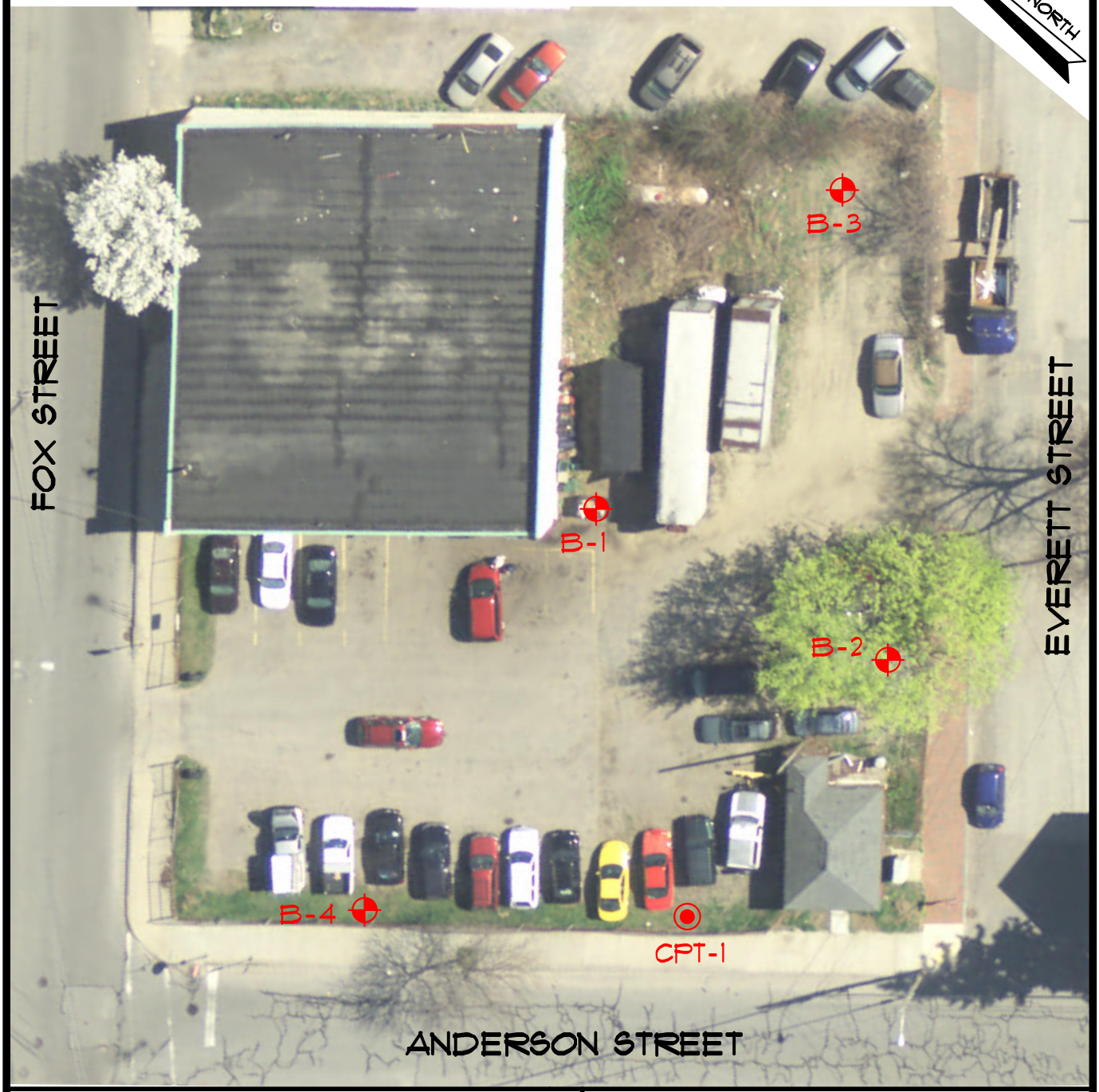
CPT-1 CONE PENETRATION TEST (NOVEMBER 25, 2014)

PLAN REFERENCE

AERIAL IMAGE OBTAINED FROM MAINE OFFICE OF G.I.S.

N

NORTH



TEST BORING LOCATION PLAN
EAST BAYSIDE LOFTS

89 ANDERSON STREET - PORTLAND, ME

PREPARED FOR

REDFERN PROPERTIES, LLC

DATE: 11-26-14	DRAWN BY: KRF	CHECKED BY: WMP
JOB: 14221	SCALE: 1" = 30'	FILE: 14221 BOR

145 LISBON ST. - SUITE 601
LEWISTON, ME 04240
Tel.: (207) 576-3313

173 PLEASANT STREET
ROCKLAND, ME 04841
Tel.: (207) 318-7761

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GEOENGINEERING SERVICES

SOIL BORING LOG

Project:	East Bayside	Boring #:	B-1
Location:	89 Anderson Street	Project #:	14221
City, State:	Portland, Maine	Sheet:	1 of 1
		Chkd by:	

Drilling Co:	Summit Geoengineering Services	Boring Elevation:	
Driller:	C. Coolidge, P.E.	Reference:	
Summit Staff:	B. Peterlein, P.E.	Date started: 11/25/2014	Date Completed: 11/25/2014

DRILLING METHOD		SAMPLER	
Vehicle:	Tracked	Length:	24" SS
Model:	AMS Power Probe	Diameter:	2"OD/1.5"ID
Method:	2-1/2" H.S.A.	Hammer:	140 lb
Hammer Style:	Auto	Method:	ASTM D1586

ESTIMATED GROUND WATER DEPTH

Date	Depth	Elevation	Reference
11/25/2014	9 ft		In borehole at completion

Depth (ft.)	No.	Pen/Rec (in)	Depth (ft)	blows/6"	N_{60}	SAMPLE DESCRIPTION	Geological/ Test Data	Geological Stratum
	S-1		0 to 2	3				
1				2		Brown SAND, trace Silt, dry, loose, SM		FILL
				3				
2				3		Olive-gray Sandy SILT, trace ash, dry		
	S-2		2 to 4	2				
3				1		Gray Clayey SILT, moist, soft, ML		
				2				
4				2				
	S-3		4 to 6	3		Olive-brown Clayey SILT, trace wood chips, moist, firm,		
5				2		ML		
				3				
6				2				
	S-4		6 to 8	3		No recovery - gravel in tip of spoon		
7				1				
				6				
8				2				
	S-5		8 to 10	WH				
9				WH		Gray Silty CLAY, trace fine Sand in seams, damp,		GLACIAL MARINE
				WH		very soft, CL		
10				WH				
	S-6			WH		Same as above		
11				WH				
				WH				
12				WH				
13								
14								
15								
	S-7		15 to 17	WH		Same as above		
16				WH				
				WH				
17				WH				
18								
19								
20								
	S-8		20 to 22	WH		Same as above		
21				WH				
				WH				
22				WH				
						End of Boring at 22 ft		
23								
24								
25								
26								
27								

Granular Soils		Cohesive Soils	
Blows/ft.	Density	Blows/ft.	Consistency
0-4	V. Loose	<2	V. soft
5-10	Loose	2-4	Soft
11-30	Compact	5-8	Firm
31-50	Dense	9-15	Stiff
>50	V. Dense	16-30	V. Stiff
		>30	Hard

% Composition ASTM D2487
< 5% Trace
5-15% Little
15-30% Some
> 30% With

NOTES: PP = Pocket Penetrometer, MC = Moisture Content
LL = Liquid Limit, PI = Plastic Index

Bedrock Joints
Shallow = 0 to 35 degrees
Dipping = 35 to 55 degrees
Steep = 55 to 90 degrees

Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches
Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200

Soil Moisture Condition
Dry: S = 0%
Humid: S = 1 to 25%
Damp: S = 26 to 50%
Moist: S = 51 to 75%
Wet: S = 76 to 99%
Saturated: S = 100%

SUMMIT
GEOENGINEERING SERVICES

SOIL BORING LOG

Project:	East Bayside	Boring #:	B-2
Location:	89 Anderson Street	Project #:	14221
City, State:	Portland, Maine	Sheet:	1 of 1
		Chkd by:	

Drilling Co:	Summit Geoengineering Services	Boring Elevation:	
Driller:	C. Coolidge, P.E.	Reference:	
Summit Staff:	B. Peterlein, P.E.	Date started: 11/25/2014	Date Completed: 11/25/2014

DRILLING METHOD	SAMPLER
Vehicle: Tracked	Length: 24" SS
Model: AMS Power Probe	Diameter: 2"OD/1.5"ID
Method: 2-1/2" H.S.A.	Hammer: 140 lb
Hammer Style: Auto	Method: ASTM D1586

ESTIMATED GROUND WATER DEPTH

Date	Depth	Elevation	Reference
11/25/2014	8 ft		In borehole at completion

Depth (ft.)	No.	Pen/Rec (in)	Depth (ft)	blows/6"	N_{60}	SAMPLE DESCRIPTION	Geological/ Test Data	Geological Stratum
	S-1		0 to 2	3				
1				5		Brown Gravelly SAND, trace Silt, dry, compact, SP		FILL
				5				
2				3				
	S-2		2 to 4	2				
3				2		Gray Ash mixed with bricks and silty sand		
				3				
4				1				
	S-3		4 to 6	4				
5				3		Olive-brown Silty CLAY, moist, firm, CL	PP >4.5 tsf	GLACIAL MARINE
				3				
6				5				
	S-4		6 to 8	8		Same as above		
7				5				
				5				
8				2				
	S-5		8 to 10	WH				
9				1		Gray Silty CLAY, trace fine Sand in seams, wet, very soft, CL		
				WH				
10				1				
				WH				
11				1				
				WH				
12				1				
						End of Boring at 12 ft		
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								

Granular Soils		Cohesive Soils		% Composition
Blows/ft.	Density	Blows/ft.	Consistency	ASTM D2487
0-4	V. Loose	<2	V. soft	
5-10	Loose	2-4	Soft	< 5% Trace
11-30	Compact	5-8	Firm	5-15% Little
31-50	Dense	9-15	Stiff	15-30% Some
>50	V. Dense	16-30	V. Stiff	> 30% With
		>30	Hard	

NOTES: PP = Pocket Penetrometer, MC = Moisture Content
LL = Liquid Limit, PI = Plastic Index

Bedrock Joints
Shallow = 0 to 35 degrees
Dipping = 35 to 55 degrees
Steep = 55 to 90 degrees

Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches
Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200

Soil Moisture Condition
Dry: S = 0%
Humid: S = 1 to 25%
Damp: S = 26 to 50%
Moist: S = 51 to 75%
Wet: S = 76 to 99%
Saturated: S = 100%

SUMMIT
GEOENGINEERING SERVICES

SOIL BORING LOG

Project:	East Bayside	Boring #:	B-3
Location:	89 Anderson Street	Project #:	14221
City, State:	Portland, Maine	Sheet:	1 of 1
		Chkd by:	

Drilling Co:	Summit Geoengineering Services
Driller:	C. Coolidge, P.E.
Summit Staff:	B. Peterlein, P.E.
Boring Elevation:	
Reference:	
Date started:	11/25/2014 Date Completed: 11/25/2014

DRILLING METHOD	SAMPLER
Vehicle: Tracked	Length: 24" SS
Model: AMS Power Probe	Diameter: 2"OD/1.5"ID
Method: 2-1/2" H.S.A.	Hammer: 140 lb
Hammer Style: Auto	Method: ASTM D1586

ESTIMATED GROUND WATER DEPTH

Date	Depth	Elevation	Reference
11/25/2014	9 ft		in borehole at completion

Depth (ft.)	No.	Pen/Rec (in)	Depth (ft)	blows/6"	N_{60}	SAMPLE DESCRIPTION	Geological/ Test Data	Geological Stratum
	S-1		0 to 2	3		Dark brown Sandy SILT, trace organics, humid,		
1				4		firm, ML		FILL
				3				
2				4				
	S-2		2 to 4	4		Same as above, trace ash, moist, firm, ML		
3				3				
				3				
4				3				
	S-3		4 to 6	WH				
5				1		Olive-gray Silty CLAY, moist, soft, CL		GLACIAL MARINE
				2			PP = 1.4 to 1.7 tsf	
6				1				
	S-4		6 to 8	WH		Same as above, damp		
7				3				
				1			PP = 0.3 to 0.5 tsf	
8				1				
	S-5		8 to 10	WH				
9				WH				
				1		Gray Silty fine SAND, trace to little Clay, mottled		
10				WH		wet, SM		
11								
12								
13								
14								
15								
	S-6		15 to 17	WH		Gray Silty CLAY, trace fine Sand in seams, wet, very		
16				WH		soft, CL		
				WH				
17				WH				
18								
19								
20								
	S-7		20 to 22	WH		Same as above		
21				WH				
				WH				
22				WH				
						End of Boring at 22 ft		
23								
24								
25								
26								
27								

Granular Soils		Cohesive Soils		% Composition
Blows/ft.	Density	Blows/ft.	Consistency	ASTM D2487
0-4	V. Loose	<2	V. soft	
5-10	Loose	2-4	Soft	< 5% Trace
11-30	Compact	5-8	Firm	5-15% Little
31-50	Dense	9-15	Stiff	15-30% Some
>50	V. Dense	16-30	V. Stiff	> 30% With
		>30	Hard	

NOTES: PP = Pocket Penetrometer, MC = Moisture Content
LL = Liquid Limit, PI = Plastic Index

Bedrock Joints
Shallow = 0 to 35 degrees
Dipping = 35 to 55 degrees
Steep = 55 to 90 degrees

Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches
Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200

Soil Moisture Condition
Dry: S = 0%
Humid: S = 1 to 25%
Damp: S = 26 to 50%
Moist: S = 51 to 75%
Wet: S = 76 to 99%
Saturated: S = 100%

SUMMIT
GEOENGINEERING SERVICES

SOIL BORING LOG

Project:	East Bayside	Boring #:	B-4
Location:	89 Anderson Street	Project #:	14221
City, State:	Portland, Maine	Sheet:	1 of 1
		Chkd by:	

Drilling Co:	Summit Geoengineering Services	Boring Elevation:	
Driller:	C. Coolidge, P.E.	Reference:	
Summit Staff:	B. Peterlein, P.E.	Date started: 11/25/2014	Date Completed: 11/25/2014

DRILLING METHOD		SAMPLER	
Vehicle:	Tracked	Length:	24" SS
Model:	AMS Power Probe	Diameter:	2"OD/1.5"ID
Method:	2-1/2" H.S.A.	Hammer:	140 lb
Hammer Style:	Auto	Method:	ASTM D1586

ESTIMATED GROUND WATER DEPTH

Date	Depth	Elevation	Reference
11/25/2014	6.5 ft		On borehole at completion

Depth (ft.)	No.	Pen/Rec (in)	Depth (ft)	blows/6"	N_{60}	SAMPLE DESCRIPTION	Geological/ Test Data	Geological Stratum
	S-1		0 to 2	1		Dark brown Sandy SILT, trace rootlets and organics,		
1				1		humid, very soft, ML		FILL
				1				
2				3		Olive-brown Silty SAND, trace Clay, moist, loose, SM		
	S-2		2 to 4	1				
3				1				
				2		Brown medium to fine SAND, trace Silt, moist, loose, SP		
4				3				
	S-3		4 to 6	3				
5				5		Brown medium to fine SAND, little Gravel, trace Silt, wet,		
				11		compact, SP		
6				7				
	S-4		6 to 8	3		Same as above		
7				2				
				2				
8				2				
	S-5		8 to 10	2		Same as above		
9				4				
				2				
10				1		Olive-gray Silty CLAY, wet, very soft, CL		GLACIAL MARINE
	S-6		10 to 12	WH				
11				WH				
				WH				
12				WH				
13								
14								
15								
	S-7		15 to 17	WH		Same as above		
16				WH				
				WH				
17				WH				
18								
19								
20								
	S-7		20 to 22	WH		Same as above		
21				WH				
				WH				
22				WH				
						End of Boring at 22 ft		
23								
24								
25								
26								
27								

Granular Soils		Cohesive Soils		% Composition
Blows/ft.	Density	Blows/ft.	Consistency	ASTM D2487
0-4	V. Loose	<2	V. soft	
5-10	Loose	2-4	Soft	< 5% Trace
11-30	Compact	5-8	Firm	5-15% Little
31-50	Dense	9-15	Stiff	15-30% Some
>50	V. Dense	16-30	V. Stiff	> 30% With
		>30	Hard	

NOTES: PP = Pocket Penetrometer, MC = Moisture Content
LL = Liquid Limit, PI = Plastic Index

Bedrock Joints
Shallow = 0 to 35 degrees
Dipping = 35 to 55 degrees
Steep = 55 to 90 degrees

Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches
Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200

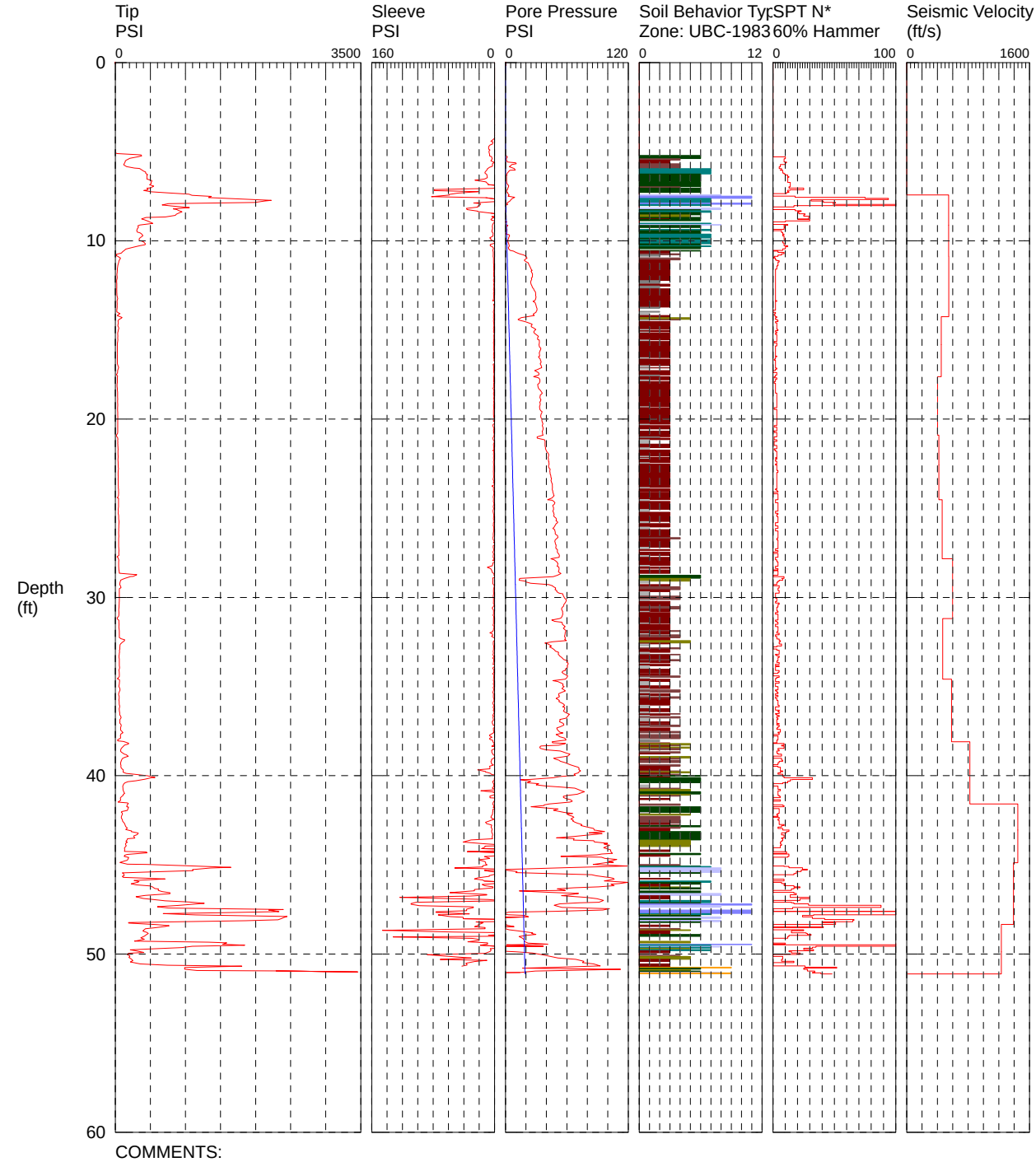
Soil Moisture Condition
Dry: S = 0%
Humid: S = 1 to 25%
Damp: S = 26 to 50%
Moist: S = 51 to 75%
Wet: S = 76 to 99%
Saturated: S = 100%

14221

COMPANY: Summit
FILENAME:
TEST ID: cpt1
PROJECT: 14221
SITE: Fox Street

LOCATION: Portland
OPERATOR: Craig
CREW: Bill
CLIENT: Red Fern
CLIENT REP: Jay Culley

TEST DATE: Tue 25/Nov/2014
START TIME: 13:09:08
GPS: 0, 0, 0, 0, 0
WEATHER: CLEAR

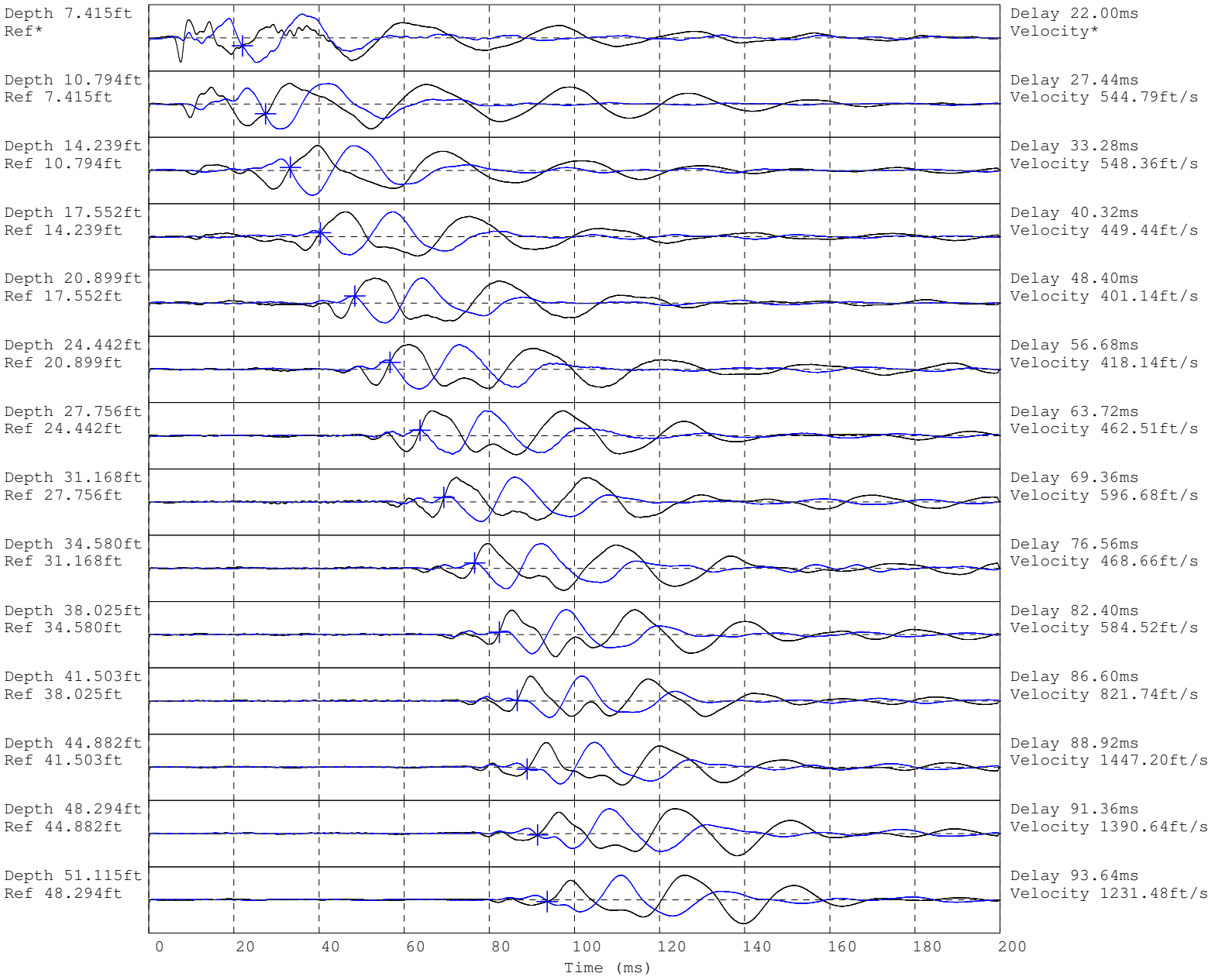


COMMENTS:

1 sensitive fine grained
2 organic material
3 clay
4 silty clay to clay
5 clayey silt to silty clay
6 sandy silt to clayey silt
7 silty sand to sandy silt
8 sand to silty sand
9 sand
10 gravelly sand to sand
11 very stiff fine grained (*)
12 sand to clayey sand (*)

*SBT/SPT CORRELATION: UBC-1983

14221cpt1(001).SEI =



Hammer to Rod String Distance 1.5 (m)
* = Not Determined

A C O R N
ENGINEERING, INC.

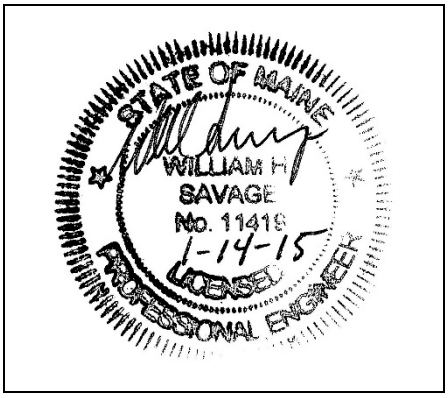
EROSION & SEDIMENTATION CONTROL REPORT

Prepared For:

Redfern Properties, LLC
East Bayside Lofts
89 Anderson Street
Portland, Maine 04101

Prepared By:

Acorn Engineering, Inc.
158 Danforth Street
Portland, Maine 04102



January 2015

INTRODUCTION

Acorn Engineering, Inc. has been retained by Redfern Properties, LLC to provide civil engineering services for the proposed development of East Bayside Lofts, located at 89 Anderson Street in Portland, Maine. East Bayside Lofts is a 53-unit vertical urban infill development located within Portland's East Bayside community. The building is anticipated to be four stories tall; the first story, as presently proposed, will comprise of a restaurant, two additional commercial spaces, and an indoor/outdoor parking facility; and the second through fourth stories will contain a total of 10 studio apartments, 34 one-bedroom apartments, and 9 two-bedroom apartments for a total of 53 rental units within the building. An outdoor parking lot will also be included in the design.

The following Erosion and Sedimentation Control Report was developed in accordance with the City of Portland Technical Manual – Section 5 – Portland Stormwater Management Standards and the Maine DEP Chapter 500 Stormwater Management Appendix A and B (1). This narrative also meets the standards required in the Maine DEP's Erosion & Sediment Control BMP's Manual dated March 2003.

1.0 EXISTING CONDITIONS

The proposed project is located at the northeasterly corner of Fox Street and Anderson Street in Portland. The proposed lot is a combination of two properties which presently include Portland Tax Map 012, Block I, Lots 1 and 5. There is an existing auto service building and two smaller associated buildings located on Lot 1 which are to be demolished as part of the proposed project.

Prior to the beginning of this project, the City of Portland has zoned this area as R-6 Residential Zone; this location's prior use was a non-conforming use as an automobile repair garage. In recognition of this project, this location has been re-zoned as a B-1b zone. An existing conditions plan has been prepared by Nadeau Land Surveys of Portland, Maine.

Abutting Uses:

- Northeast R-6 Zone - Single and Multi-Family Residential
- Southeast R-6 Zone - Single and Multi-Family Residential
- Southwest ROS Zone – Kennedy Park
- Northwest ILb Zone – Neap Tide LLC.

The majority of the existing project area is comprised of a paved and gravel parking area, as well as two buildings. Existing impervious areas include the existing buildings, as well as paved and gravel parking areas. From southeast to northwest the existing grades are relatively gradual with the majority of the existing slope at approximately 0-10%.

1.1 Existing Soils

Onsite soil information includes the following:

- Summit Geoengineering Services – Soil Boring Logs, dated November 25, 2014. A formal Geotechnical Report will be prepared by Summit Geoengineering Services for the project.
- Soil Conservation Service Medium Intensity Soil Survey for Cumberland County.

Given the soils information, listed above, and the fact that greater than 50% of the proposed development site is currently developed, it is Acorn Engineering's professional opinion that a more intense hydric soil boundary delineation is not required because the waiver requirements set forth in the City of Portland Technical Manual – Section 7 – Soil Survey, Rev. 6/17/11 are met.

The area within and surrounding the project includes soils types listed in the table below. The susceptibility of soils to erosion is indicated on a relative "K" scale of values over a range of 0.02 to 0.69. Higher "K" values indicate more erodible soils.

Table 1 - "K" Value		
Soils Type	**Subsurface**	**Substratum**
Au Gres	.15	
Deerfield	.17	
Hinckley	.17	.17

The soil "K" values for the soils, listed above, indicate a low susceptibility to erosion. The site's susceptibility to erosion is from the Soil Conservation Service Medium Intensity Soil Survey for Cumberland County.

1.2 Existing Erosion Problems

Currently, the site is primarily developed paved and gravel parking areas and buildings. While no existing erosion problems are apparent, the development's proposed terracing of the slopes, grading of the new parking areas, and landscaping efforts will provide a stabilized condition and mitigate any erosion control concerns.

1.3 Critical Areas

Critical areas that would require special attention during construction are the areas adjacent to the municipal stormwater system.

1.4 Protected Natural Resource

The client is not aware of the presence of any existing significant natural features located on the site as listed in Section 14-526 (b) 1. of the Land Use Code. The project is not located within a watershed classified as an Urban Impaired Stream.

1.5 Previous Construction Activity (5 years)

Acorn Engineering, Inc. is not aware of any construction related activities or timber harvesting within the project limits within the past 5 years.

1.6 Timber Harvesting

Acorn Engineering, Inc. is not aware of any significant timber harvesting within the past five years.

2.0 EROSION CONTROL MEASURES AND SITE STABILIZATION

As part of the site development, the following temporary and permanent erosion and sedimentation control devices shall be implemented. Devices shall be installed as described in this report or within the plan set. See the Maine Erosion and Sediment Control Handbook for Construction: Best Management Practices for further reference.

2.1 Temporary Erosion Control Measures

The following temporary erosion and sedimentation control measures are planned for the project's construction period.

2.1.1 Crushed stone stabilized construction entrances shall be placed at all access points to the project site where there are disturbed areas. The following specifications shall be followed at a minimum:

- Stone size shall be 2-3 inches, or reclaimed or recycled concrete equivalent.
- The thickness of the entrance stone layer shall be no less than 6 inches.
- The entrance shall not be less than 20 feet wide, however not less than the full width of points where ingress or egress occurs. The length shall not be less than 50 feet in length.
- Geotextile fabric (woven or non woven) shall be placed over the entire entrance area.
- The entrance/exit shall be maintained to the extent that it will prevent the tracking of sediment onto public road ways.

2.1.2 Siltation fence or erosion control berm shall be installed down gradient of any disturbed areas to trap runoff borne sediments until permanent stabilization is achieved. The silt fence or erosion control berm shall be installed per the details provided in the plan set and inspected before and immediately after each rainfall and at least daily during prolonged rainfall. Repairs shall be made if there are any signs of erosion or sedimentation below the fence line or berm. If there are signs of undercutting at the center or the edges, or impounding of large volumes of water behind the fence or berm, the barrier shall be replaced with a stone check dam.

2.1.3 Hay mulch including hydro seeding is intended to provide cover for denuded or seeded areas until revegetation is established. Mulch placed between April 15th and November 1st on slopes of less than 15 percent shall be covered by fabric netting and anchored with staples in accordance with the manufacturer's recommendation. Mulch placed between November 1st and April 15th on slopes equal to or steeper than 8 percent and equal to or flatter than 2:1 shall use mats or fabric netting and anchored with staples in accordance with the manufacturer's recommendation.

2.1.4 At any time of the year, all slopes greater than 3:1 shall be stabilized with Double Net Erosion Control Blanket Bionet SC150BN by North American Green or Approved Equal, or Erosion Control Mix Slope Protection as detailed within the plans.

2.1.5 Anderson Street, Fox Street and Everett Street shall be swept to control mud and dust from construction as necessary. Add additional stone to the stabilized construction entrance to minimize the tracking of material off the site and onto the surrounding roadways.

2.1.6 During demolition, clearing and grubbing operations, stone check dams shall be installed at any areas of concentrated flow. The maximum height of the check dam shall not exceed 2 feet. The center of the check dam shall be 6 inches below the outer edges of the dam. The contractor shall mulch the side slopes and install stone check dams for all newly excavated ditch lines within 24 hours of their creation.

2.1.7 Silt fence stake spacing shall not exceed 6 feet unless the fence is supported with 14 gauge wire in which case the maximum spacing shall not exceed 10 feet. The silt fence shall be "toed" into the ground.

2.1.8 Stormdrain inlet protection shall be provided to stormdrains through the use of any of the following: hay bale drop inlet structures, silt fence drop inlet sediment filter, gravel and wire mesh drop inlet sediment filter, or curb inlet sediment filter. Barriers shall be inspected after every rainfall event and repaired as necessary. Sediments shall be removed when accumulation has reached ½ the design height.

2.1.9 Dust control shall be accomplished by the use of any of the following: water, calcium chloride, stone, or an approved MDEP product. Dust control shall be applied as needed to accomplish dust control.

2.1.10 Temporary loam, seed, and mulching shall be used in areas where no other erosion control measure is used. Application rates for seeding are provided at the end of this report.

2.1.11 Stockpiles shall be stabilized within 7 days of formation unless a scheduled rain event occurs prior to the 7 day window, in which case the stockpile shall be stabilized prior to the rain event. Methods of stabilization shall be mulch, erosion control mix, or erosion control blankets/mats. Silt fence or a wood waste compost filter berm shall be placed downhill of any soil stockpile location.

2.1.12 For disturbance between November 1 and April 15, please refer to winter stabilization plan in this report and the Maine Erosion and Sediment Control BMP manual for further information.

2.1.13 It is of the utmost importance that stormwater runoff and potential sediment from the construction site be diverted around the proposed underdrains until the trench is backfilled.

2.2 Permanent Erosion Control Measures

The following permanent erosion control measures are intended for post disturbance areas of the project.

2.2.1 All disturbed areas during construction, not subject to other proposed conditions, shall receive a minimum 4" of loam, limed, fertilized, seeded, and

mulched. Erosion control blankets or mats shall be placed over the mulch in areas noted in paragraph 4.1 of this report.

2.2.2 All stormwater devices shall be installed and tributary areas stabilized prior receiving stormwater.

2.2.3 Refer to the Maine Erosion and Sediment Control BMP manual for additional information.

3.0 EROSION AND SEDIMENTATION CONTROL PLAN

3.1 The Erosion and Sedimentation Control Plan is included within the plan set.

4.0 DETAILS AND SPECIFICATIONS

4.1 Erosion Control Details and Specification are included in the plan set.

5.0 STABILIZATION PLAN FOR WINTER CONSTRUCTION

Winter Construction consists of earthwork disturbance between the dates of November 1 and April 15. If a construction site is not stabilized with pavement, a road gravel base, 75% mature vegetation cover or riprap by November 15, then the site shall be protected with over-winter stabilization. Any area not stabilized with pavement, vegetation, mulching, erosion control mix, erosion control mats, riprap or gravel base on a road shall be considered open.

The contractor shall limit the work area to areas that work will occur in during the subsequent 15 days and so that it can be mulched one day prior to a snow event. The contractor shall stabilize work areas prior to opening additional work areas to minimize areas without erosion control measures.

The following measures shall be implemented during winter construction periods:

5.1 Sediment Barriers

During frozen conditions, sediment barriers may consist of erosion control mix berms or any other recognized sediment barriers as frozen soil prevents the proper installation of hay bales or silt fences.

5.2 Mulching

All areas shall be considered to be denuded until seeded and mulched. Hay and straw mulch shall be applied at a rate of 150 lb. per 1,000 square feet or 3 tons/acre (twice the normal accepted rate of 75-lbs./1,000 s.f. or 1.5 tons/acre) and shall be properly anchored. Erosion control mix must be applied with a minimum 4 inch thickness. Mulch shall not be spread on top of snow. The snow shall be removed down to a one-inch depth or less prior to application. After each day of final grading, the area shall be properly stabilized with anchored hay or straw or erosion control matting. An area shall be considered to have been stabilized when exposed surfaces have been either mulched or adequately anchored so that ground surface is not visible through the mulch. Between the dates of November 1 and April 15, all mulch shall be anchored by either mulch netting, tracking or wood cellulose fiber. The cover will be considered

sufficient when the ground surface is not visible through the mulch. After November 1st, mulch and anchoring of all exposed soil shall occur at the end of each final grading workday.

5.3 Soil Stockpiling

Stockpiles of soil or subsoil shall be mulched for over winter protection with hay or straw at twice the normal rate or with a four-inch layer of erosion control mix. This shall be done within 24 hours of stocking and re-established prior to any rainfall or snowfall.

5.4 Seeding

Between the dates of October 15th and April 1st, loam or seed shall not be required. During periods of above freezing temperatures finished areas shall be fine graded and either protected with mulch or temporarily seeded and mulched until such time as the final treatment can be applied. If the date is after November 1st and if the exposed area has not been loamed, final grading with a uniform surface, then the area may be dormant seeded at a rate of 3 times higher than specified for permanent seed and then mulched.

Dormant seeding may be placed prior to the placement of mulch or erosion control blankets. If dormant seeding is used for the site, all disturbed areas shall receive 4" of loam and seed at an application rate of 5 lbs/1,000 s.f. All areas seeded during the winter shall be inspected in the spring for adequate catch. All areas insufficiently vegetated (less than 75% catch) shall be revegetated by replacing loam, seed and mulch. If dormant seeding is not used for the site, all disturbed areas shall be revegetated in the spring.

5.5 Over winter stabilization of disturbed soils

By September 15th, all disturbed soils on areas having a slope less than 15% shall be seeded and mulched. If the disturbed areas are not stabilized by this date, then one of the following actions shall be taken to stabilize the soil for late fall and winter:

- Stabilize the soil with temporary vegetation – By October 1st, seed the disturbed soil with winter rye at a seeding rate of 3lbs per 1,000 s.f., lightly mulch the seeded soil with hay or straw at 75 lbs per 1,000 s.f., and anchor the mulch with plastic netting. Monitor growth of the rye over the next 30 days. If the rye fails to grow at least three inches or fails to cover at least 75% of the disturbed soil before November 1st, then mulch the area for over-winter protection.

- Stabilize the soil with sod – Stabilize the disturbed soil with properly installed sod by October 1st. Proper installation includes pinning the sod onto the soil with wire pins, rolling the sod to guarantee contact between the sod and underlying soil, and watering the sod to promote root growth into the disturbed soil.

- Stabilize the soil with mulch – By November 15th, mulch the disturbed soil by spreading hay or straw at a rate of at least 150 lbs per 1,000 s.f. on the area so that no soil is visible through the mulch. Immediately after applying the mulch, anchor the mulch with plastic netting to prevent wind from moving the mulch off the disturbed soil.

5.6 Over winter stabilization of disturbed slopes

All stone-covered slopes shall be constructed and stabilized by November 15th. All slopes to be vegetated shall be seeded and mulched by September 1st. A slope is considered a grade greater than 15%. If a slope to be vegetated is not stabilized by September 1st, then one of the following action shall be taken to stabilize the slope for late fall and winter:

- Stabilize the soil with temporary vegetation and erosion control mats – By October 1st the disturbed slope shall be seeded with winter rye at a seeding rate of 3 lbs per 1,000 s.f. and then install erosion control mats or anchored mulch over the seeding. If the rye fails to grow at least three inches or fails to cover at least 75% f the slope by November 1st, then the contractor shall cover the slope with a layer of erosion control mix or with stone riprap.

- Stabilize the soil with sod – The disturbed slope shall be stabilized with properly installed sod by October 1st. Proper installation includes the contractor pinning the sod onto the slope with wire pins, rolling the sod to guarantee contact between the sod and underlying soil, and watering the sod to promote root growth into the disturbed soil. The contractor shall not use late-season sod installation to stabilize slopes having a grade greater than 3H:1V or having groundwater seeps on the slope face.

- Stabilize the soil with erosion control mix – Erosion control mix shall be properly installed by November 15th. The contractor shall not use erosion control mix to stabilize slopes having grades greater than 2H:1V or having groundwater seeps on the slope face.

- Stabilize the soil with stone riprap – Place a layer of stone riprap on the slope by November 15th. A registered professional engineer shall be hired to determine the stone size needed for stability on the slope and to design a filter layer for underneath the riprap.

6.0 INSPECTION AND MAINTENANCE

A person with knowledge of erosion and stormwater control, including the standards and conditions in the permit, shall conduct periodic visual inspections of installed erosion control measures. The frequency of inspection shall occur at least once every two weeks, as well as after a "storm event". A "storm event" shall consist 0.5 inches of rain within a 24 hour period. The following Erosion and Sediment Control - Best Management Practices (BMP's) shall inspected in the manner as described.

Sediment Barriers: Hay bale barriers, silt fences and filter berms shall be inspected and repaired for the following if there are any signs of erosion or sedimentation below them. If there are signs of undercutting at the center or the edges of the barrier, or impounding of large volumes of water behind them, sediment barriers shall be replaced with a temporary check dam. Should the fabric on a silt fence or filter barrier decompose or become ineffective prior to the end of the expected usable life and the barrier is still necessary, the fabric shall be replaced promptly. Sediment deposits should be removed when deposits reach approximately one-half the height of the barrier. Filter berms should be reshaped as needed. Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required should be dressed to conform to the existing grade, prepared and seeded.

Stabilized Stone Construction Entrances The exit shall be maintained in a condition that will prevent tracking of sediment onto public rights-of-way. When the control pad becomes ineffective, the stone shall be removed along with the collected soil material and redistributed on site in a stable manner. The entrance should then be reconstructed. The contractor shall sweep or wash pavement at exits, which have experienced mud-tracking on to the pavement or traveled way. When washing is required, it shall be done on an area stabilized with aggregate, which drains into an approved sediment trapping device. All sediment shall be prevented from entering storm drains, ditches, or waterways.

Mulched Areas All mulches must be inspected periodically, in particular after rainstorms, to check for rill erosion. If less than 90% of the soil surface is covered by mulch, additional mulch shall be immediately applied. Nets must be inspected after rain events for dislocation or failure. If washouts or breakage occur, re-install the nets as necessary after repairing damage to the slope. Inspections shall take place until grasses are firmly established (95% soil surface covered with grass).Where mulch is used in conjunction with ornamental plantings, inspect periodically throughout the year to determine if mulch is maintaining coverage of the soil surface. Repair as needed.

Dust Control When temporary dust control measures are used, repetitive treatment shall be applied as needed to accomplish control.

Stormwater Appurtenances including the underdrains, storm drains, and catch basins.

Erosion and Sedimentation Control Inspections:

Acorn Engineering has personnel qualified to conduct Erosion and Sedimentation Control Inspections. For further information contact:

Contact: Will Savage, PE
Telephone: (207) 775-2655

Qualifications:

- Maine Professional Engineering License #11419

- Maine DEP - Certified in Maintenance & Inspection of Stormwater BMP's Cert #14
- Certified Erosion, Sediment and Storm Water Inspector (CESSWI) Cert #0293
- Certified Professional in Erosion and Sediment Control (CPESC) Cert. #4620

The Contractor has sole responsibility for complying with the Erosion and Sedimentation Report/Plan, including control of fugitive dust. The Contractor shall be responsible for any monetary penalties resulting from failure to comply with these standards.

7.0 IMPLEMENTATION SCHEDULE

The following implementation sequence is intended to maximize the effectiveness of the above described erosion control measures. Contractors should avoid overexposing disturbed areas and limit the amount of stabilization area.

1. Install a stabilized construction entrance in all locations where construction traffic will enter and exit the site.
2. Install perimeter silt fence or erosion control berm.
3. Install all other erosion control devices as necessary throughout the remainder of this schedule.
4. Cut and fill only as necessary to backfill the retaining wall and foundation wall as designed within the appropriate plan(s).
5. Commence earthwork operations, wall and foundation installation.
6. Commence installation of drainage infrastructure.
7. Commence installation of utilities.
8. Continue earthwork and grading to subgrade as necessary for construction.
9. Complete installation of drainage infrastructure, as well as other utility work.
10. Complete remaining earthwork operations.
11. Install sub-base and base gravels in paved areas.
12. Install paving, curbing and brickwork.
13. Loam, lime, fertilize, seed and mulch disturbed areas and complete all landscaping.
14. Once the site is stabilized and 90% catch of vegetation has been obtained, remove all temporary erosion control measures.
15. Touch up areas without a vigorous catch of grass with loam and seed.
16. Complete site signage and striping.
17. Execute proper maintenance of all temporary and permanent erosion control measures throughout the project.

The above implementation sequence should be generally followed by the site contractor. However, the contractor may construct several items simultaneously. The contractor shall submit to the owner a schedule of the completion of the work. If the contractor is to commence the construction of more than one item above, they shall limit the amount of exposed are to those areas in which work is expected to be undertaken during the following 30 days.

The contractor shall revegetate disturbed areas as rapidly as possible. All areas shall be permanently stabilized within 7 days of final grading or before a storm event. The contractor shall incorporate planned inlets and drainage systems as early as possible into the construction phase.

8.0 CONCLUSION

The above erosion control narrative is intended to minimize the development impact by implementing temporary and permanent erosion control measures. The contractor shall also refer to the Maine Erosion and Sediment Control BMP manual for additional information.

9.0 ATTACHMENTS

- Temporary Seeding Plan
- Permanent Seeding Plan

TEMPORARY SEEDING PLAN

Site Preparation

The seeded areas shall be feasibly graded out to provide the use of equipment for seedbed preparation, seeding, mulch application, and mulch anchoring. If necessary, the site may require additional temporary erosion control measures outlined in the Erosion Control report.

Seedbed Preparation

Fertilizer shall be applied to the site at a rate of 13.8 pounds per 1,000 square feet. The composition of the fertilizer shall be 10-10-10 (N-P2O5-K2O) or equivalent.

Limestone shall be applied to the site at a rate of 138 pounds per 1,000 square feet.

Seeding

The composition and amount of temporary seed applied to a site shall be determined by the following table:

Seed	Pounds / 1,000 S.F.	Recommended Seeding Dates
Winter Rye	2.57	Aug-15 to Oct-1
Oats	1.84	Apr-1 to Jul-1 Aug-15 to Sep-15
Annual Ryegrass	0.92	Apr-1 to Jul-1
Sudangrass	0.92	May-15 to Aug-15
Perennial	0.92	Aug-15 to Sep-15

Mulching

Mulch shall be applied at a rate of 70 lbs – 90 lbs per 1,000 square feet. The mulch shall be installed at a minimum depth of 4 inches. The seeded area shall be mulched immediately after seed is applied. Mulching during the winter season shall be double the normal amount.

Conclusion

Please refer to the Maine Erosion and Sediment Control BMP manual for additional information pertaining to temporary seeding and mulching.

PERMANENT SEEDING PLAN

Site Preparation

The seeded areas shall be feasibly graded out to provide the use of equipment for seedbed preparation, seeding, mulch application, and mulch anchoring. If necessary, the site may require additional temporary erosion control measures outlined in the Erosion Control report.

Seedbed Preparation

Fertilizer shall be applied to the site at a rate of 13.8 pounds per 1,000 square feet. The composition of the fertilizer shall be 10-10-10 (N-P2O5-K2O) or equivalent.

Limestone shall be applied to the site at a rate of 138 pounds per 1,000 square feet.

Seeding

The composition and amount of permanent seed applied to a site shall be determined by the following table:

Seed	Pounds / 1,000 S.F.
Kentucky Bluegrass	0.46
Creeping Red Fescue	0.46
Perennial Ryegrass	0.11
Total	1.03

Mulching

Mulch shall be applied at a rate of 70 lbs – 90 lbs per 1,000 square feet. The mulch shall be installed at a minimum depth of 4 inches. The seeded area shall be mulched immediately after seed is applied. Mulching during the winter season shall be double the normal amount.

Recommendations

Permanent seeding is recommended to be completed in the spring. Later summer seeding is allowed if completed prior to September 1st. If seeding cannot be accomplished during the periods recommended for permanent seeding, then the contractor shall perform temporary seeding per the temporary seeding plan.

Conclusion

Please refer to the Maine Erosion and Sediment Control BMP manual for additional information pertaining to permanent seeding and mulching.

11/17/2014

Michael Guethle, E.I.T.
Acorn Engineering, Inc
PO Box 3372
Portland, Maine 04104
Sent via email to: mguethle@acorn-engineering.com

RE: Ability to Serve Letter for East Bayside Lofts-Redfern Properties, LLC

Dear Mr. Guethle:

CMP has the ability to serve the proposed project located at the corner of Fox and Anderson Street in Portland, Maine, in accordance with our CMP Handbook (web link below). We can provide you the desired pad or pole mounted transformers per your request and city approval, in accordance with our CMP Standards Handbook. If you have any questions on the process, or need help in completion of the documents, please feel free to contact me.

New Service Milestones

- Call 1-800-565-3181 to establish a new account and an SAP work order.
- Submit any electronic drawings (PDF (preferred) or DWG files) of the site layout and proposed electrical connections if you have them.
- Submit Load information. Please complete this CMP spreadsheet using load information
- Submit the easement information worksheet. Please complete this CMP form and either email or fax back to us.
- Preliminary meetings with CMP to determine the details of job
- Field planner design appointment to cost out job and develop CMP Invoice.
- Submit invoice for payment.
- Easements signed and payment received.
- Job scheduled for completion after the electrical inspection has been received.

This process can take several months, depending upon several factors including transformer delivery, potential substation upgrades, return of completed paperwork, and other jobs in the system that may be ahead of yours. In addition, contact with the other utilities, including telephone and cable, should be commenced as soon as practical. They may have additional work or charges in addition to the CMP work required to bring your project on line.

162 Canco Road Portland, ME 04103
Tel (800) 750-4000
207-842-2367 office
207-458-0382 cell
207-626-4082 fax

www.cmpco.com

An equal opportunity employer

For your convenience, here is a link to the CMP Website which contains our Handbook with details on most service requirements:

CMP Handbook of Standard Requirements
(http://www.cmpco.com/MediaLibrary/3/6/Content%20Management/YourAccount/PDFs%20and%20Docs/handbook.pdf)

If you have any questions, please contact me.

Regards,



Jamie Cough
Energy Services Advisor
Central Maine Power Company
162 Canco Road
Portland, ME 04103
207-842-2367 office
207-458-0382 cell
207-626-4082 fax

Portland Water District
FROM SEBAGO LAKE TO CASCO BAY

December 17, 2014

Acorn Engineering, Inc.
P. O. Box 3372
Portland, ME 04104

Attn: Michael Guethle
Re: East Bayside Lofts; Anderson Street, Portland
Ability to Serve with PWD Water

Dear Mr.. Guethle:

The Portland Water District has received your request for an Ability to Serve determination for the noted site submitted on November 17, 2014. Based on the information provided, we can confirm that the District will be able to serve the proposed project as further described in this letter.

Please note that this letter does not constitute approval of this project from the District. Review and approval of final plans is required. Please review this letter for any special conditions specified by the District and to determine the appropriate next steps to take to move your project through the submittal and approval process.

Existing Site Service

According to District records, the project site does currently have existing water service. Two 3/4-inch diameter copper water service lines, located as shown on the attached water service cards, provide water service to this site. Please refer to the "Conditions of Service" section of this letter for requirements related to the use of these services.

Water System Characteristics

According to District records, there is an 20-inch diameter cast iron water main on the southeast side of Fox Street, a 12"ductile iron water main on the northeast side of Anderson Street and a 6" cast iron water main on the southeast side of Everett Street and a public fire hydrant located 75 feet from the site.

The current data from the nearest hydrant with flow test information is as follows:

Hydrant Location:	Anderson Street 15 feet southeast of Everett Street
Hydrant Number:	POD-HYD00004
Last Tested:	6/11/1991
Static Pressure:	95 psi
Residual Pressure:	##
Flow:	1247 GPM

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

Static Pressure was retested on @/10/2012 with 106 psi.

Public Fire Protection

You have indicated that this project will not include the installation of new public hydrants to be accepted into the District water system. It is your responsibility to contact the Portland Fire Department to ensure that this project is adequately served by existing and/or proposed hydrants.

Domestic Water Needs

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

Private Fire Protection Water Needs

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

Conditions of Service

The existing services at this site may be used by the proposed development as long as the project team determines that they will provide adequate flow and pressure for the proposed use. If any of the existing services will no longer be used as a result of the development then they must be retired per PWD standards. This includes shutting the corporation valve and cutting the pipe from the water main.

As your project progresses, we advise that you submit any preliminary design plans to the MEANS group for review of the water service line configuration. We will work with you or your representative to ensure that the design meets our current standards. Please be aware that there are City storm water separation projects going on in this area that may or may not include water main renewal work. As you proceed, please coordinate with the City and District to avoid any issues related to these projects. If the District can be of further assistance in this matter, please let us know.

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

Sincerely,
Portland Water District

Gordon Johnson, P.E.
Engineering Services Manager

Portland, Maine Yes. Life's good here.

Michael J. Bobinsky
Director of Public Services

15 April 2015

Mr. Michael A. Guethle, E.I.T.,
Design Engineer,
Acorn Engineering, Incorporated,
P.O. Box 8816,
Portland, Maine 04104

RE: The Capacity to Handle Wastewater Flows, from "East Bayside Lofts," a Four-Story, Residential, Restaurant, and Other Commercial Use Development, at 89 Anderson Street.

Dear Mr. Guethle:

The existing, eighteen-inch diameter, sewer pipe, located in Fox Street, as well as the existing twenty-four inch diameter, vitrified clay, sewer pipe, located in Anderson Street, have adequate capacity to **transport,** while The Portland Water District sewage treatment facility, located off Marginal Way, has adequate capacity to **treat,** the total net increase in anticipated wastewater flows of **11,199 GPD**, from this proposed project.

In order to offset any increase in sanitary flows, the City combined sewer overflow (C.S.O.) abatement consent agreement (with the U.S.E.P.A., and with the Maine D.E.P.) requires C.S.O. abatement, as well as storm water mitigation, from all projects. If the City can be of further assistance, please call 874-8832.

Sincerely,
CITY OF PORTLAND

Frank J Brancely, B.A., M.A.
Senior Engineering Technician

FJB

CC: Jeffrey Levine, Director, Department of Planning, and Urban Development, City of Portland
Barbara Barhydt, Development Review Services Mgr., Dep't. of Planning and Urban Development, City of Portland
Helen Donaldson, Planner, Department of Planning, and Urban Development, City of Portland
David Margolis-Pineo, Deputy City Engineer, City of Portland
Michael Farmer, P.E., Project Engineer, City of Portland
Bradley A. Roland, P.E., Environmental Projects Engineer, City of Portland
Benjamin N. Pearson, E.I., Industrial Pretreatment Coordinator, City of Portland
John Emerson, Wastewater Coordinator, City of Portland
Rhonda Zazzara, Field Inspection Coordinator, City of Portland
Harold Downs, Senior Wastewater Technician, City of Portland

C:\Frank's\Capacity Letters\Anderson Street 89

Anticipated Wastewater Flows from the Proposed Project:

53 Proposed Residential Units @ 180 gpd per Unit	=	9,540 GPD
50 Proposed Seat Restaurant @ 30 gpd per Seat	=	1,500 GPD
12 Proposed Restaurant Employees @ 12 gpd per Employee	=	144 GPD
12 Proposed Commercial Unit 2 Employees @ 12 gpd/Employee	=	144 GPD
10 Proposed Commercial Unit 3 Employees @ 12 gpd/Employee	=	120 GPD
Less Wastewater Flows, in gpd, from Previous Tenants	=	(249 GPD)
Total Net Increase in Proposed Wastewater Flows for this Project	=	**11,199 GPD**

Unitil
ME GAS OPERATIONS

December 16, 2014

Mr. Michael A. Guethle
Design Engineer
Acorn Engineering, Inc.
PO Box 3372
Portland,ME 04104

Re: East Bayside Lofts – Redfern Properties, LLC - Portland, ME

Dear Mr. Guethle:

Thank you for your interest in using natural gas for the above referenced project.

Unitil has natural gas in the vicinity of this project to provide service. The evaluation to complete the design, costs and determining what the customer contribution is, can be completed once Unitil receives the completed design and load information. Unitil welcomes the opportunity for further discussions regarding this project.

If you have any further questions or require additional information, please contact me directly at (207) 541-2505 or at fowler@unitil.com.

Sincerely,

Kelly Fowler

Kelly Fowler
Sr. Business Development Representative
Unitil Corporation
(o) 207-541-2505 (f) 207-541-2565

RYAN SENATORE **ARCHITECTURE**

January 15, 2015

Nell Donaldson
Planner
City of Portland Maine
389 Congress Street
Portland, Maine 04101

Re: 89 Anderson Street Summary of Fire Safety

89 Anderson will be protected by a full NFPA 13 sprinkler system with standpipes in each of the the egress stairs. The 53 Unit Apartment Building with ground floor parking, a restaurant and commercial space, has two remote egress stairs within fire rated shafts. The building will be designed in accordance with NFPA 101 2009 and IBC 2009, to include appropriate fire separations between occupancies and dwelling units.

We have met with Jeanne Bourke from the Code Enforcement department and Deputy Chief Keith Gatreau from the Fire department to review preliminary plans to discuss the overall design of the building in relation to applicable codes. During the development of construction documents additional fire safety details will be generated and submitted as part of the building permit package to the City of Portland.

Please feel free to contact me with any questions during your site plan review.

Sincerely,



Ryan Senatore, AIA LEED-AP

Principal

207-650-6414

senatorearchitecture.com

ryan@senatorearchitecture.com

565 Congress Street, Suite 304
Portland Maine 04101

ACORN ENGINEERING, INC.

Assistant Chief Keith Gautreau
City of Portland Fire Department
380 Congress St.
Portland, ME 04101

April 22, 2015

Subject: Site Review – Fire Department Checklist

On behalf of Redfern Bayside, LLC the design team is pleased to respond to the Portland Fire Department Site Review Checklist.

1. Name, address, telephone number of applicant
   Redfern Bayside, LLC
   P.O. Box 8816
   Portland, Maine 04104
   (207) 776-9715

2. Name address, telephone number of architect
   Ryan Senatore Architects
   565 Congress St., Suite 304
   Portland, Maine 04101

3. Proposed uses of any structures [NFPA and IBC classification]
   Please refer to the attached code review

4. Square footage of all structures [total and per story]
   1st Floor – 4,353 sf
   2nd Floor – 13,333 sf
   3rd Floor – 13,333 sf
   4th Floor – 13,333 sf
   Total – 44,353 sf

5. Elevation of all structures
   See attached elevations

6. Proposed fire protection of all structures
   Full NFPA 13 Sprinkler System

7. Hydrant locations
   An existing hydrant is located at the intersection of Everett and Anderson Street. The hydrant is located approximately 60 ft. from the nearest building edge. Please refer to the Existing Conditions Plan for the exact location. Hydrant flow per Portland Water District 1247 GPM.

8. Water main size and location
   The development will be serviced by an 8" fire water main from Fox St. A Fire Department connection is provided along Anderson St. Please refer to Acorn Engineering, Utility Plan (C-20) for the further information.

9. Access to all structures [min. 2 sides]
   Access to the structure is provided on Anderson, Everett and partially on Fox St.

10. A code summary shall be included referencing NFPA 1 and all fire department technical standards.
    A code summary will be provided under separate cover from Fire Risk Management.

Please let me know if you have any additional questions or comments.

Sincerely,



William H. Savage, P.E.
Project Manager
Acorn Engineering, Inc.

Code Review

Apr 22, 2014

Apartments at 89 Anderson St

	IBC 2009		NFPA 101 2009	
4 floors above grade	502.1			
Sprinklers		NFPA 13		NFPA 13
Fire Alarm		Monitored Fire Alarm Required		Monitored Fire Alarm Required
Smoke and CO Detectors		Smoke and CO detectors required		Smoke and CO detectors required
Occupant Load	T 1004.1.1	Floor 1 = 1000 sf Restaurant space 1 (15gsf/oc) = 67	7.3.1.2	1000 sf Restaurant space 1 (15gsf/oc) = 67
		425 Kitchen (200 gsf/oc) = 3		425 Kitchen (200 gsf/oc) = 3
		Floor 1 = 596 sf Mercantile space 2 (30 gsf/oc) = 20		Floor 1 = 596 sf Mercantile space 2 (30 gsf/oc) = 20
		Floor 1 = 385 sf Mercantile space 2 (30 gsf/oc) = 13		Floor 1 = 385 sf Mercantile space 2 (30 gsf/oc) = 13
		Floor 1 = 8,980 sf Parking (200 gsf/oc) = 45		Floor 1 = 8,980 sf Parking (200 gsf/oc) = 45
		Floor 2 = 13,333 sf Residential (200 gsf/oc) = 67		Floor 2 = 13,333 sf Residential (200 gsf/oc) = 67
		Floor 3 = 13,333 sf Residential (200 gsf/oc) = 67		Floor 3 = 13,333 sf Residential (200 gsf/oc) = 67
		Floor 4 = 13.333 sf Residential (200 gsf/oc) = 67		Floor 4 = 13.333 sf Residential (200 gsf/oc) = 67
		Total Building Occupant Load = 349		**Total Building Occupant Load = 349**
Use Group(s)	309.1	Floor 1 - Mercantile (M)	6.1.10	Mercantile
	304.1	Floor 1 - (B) Business	38.1	Business
	3031	Floor 1 - (A-2) Restaurant	12.1	Assembly (<300) Restaurant
	311.3	Floor 1 - Parking (S2)	6.1.13.1	Storage (Vehicles)
	310.1	Floors 2, 3, 4 - Apartments (R2)	6.1.8.1.5	Apartment Building
Horizontal Separation	509.2	3 hr separation, Type 1A construction below separation		
Floor 1 - Const. Type	T 503	1A - non-combustible protected		I (332) non-combustible protected
Building Area	T 503	Unlimited Area per floor		
Building Elements	T 601	3 hr Structural Frame	30.1.6	No Minimum Construction requirements

	T 602	3 hr Bearing Walls Exterior		
	T 601	3 hr Bearing Walls Interior		
	T 601	0 hr Non-Bearing Walls Interior		
	T 602	1 hr Non-Bearing Walls Exterior (sep. dist 10'<= 30')		
	T602	2hr Non-Bearing Walls Exterior (sep. dist 0'<10')		
	T 602	0 hr Non-Bearing Walls Exterior (sep. dist >30')		
Floor 2,3,4 Const. Type	T 503	5B - combustible unprotected		V (000) combustible unprotected
Building Height	T 503 and 504.2	Sprinkler increase = 3 stories and 60' max.		
Building Area	T 503 and 506.3	Sprinkler Increase = 14,000 sf max per floor		
Building Elements	T 601	0 hr Structural Frame	30.1.6	No Minimum Construction requirements
	T 602	0 hr Bearing Walls Exterior (sep. dist >= 10')		
	T 602	1 hr Bearing Walls Exterior (sep. dist <10')		
	T 601	0 hr Bearing Walls Interior		
	T 601	0 hr Non-Bearing Walls Interior		
	T 602	0 hr Non-Bearing Walls Exterior (sep. dist >= 10')		
	T 602	1 hr Non-Bearing Walls Exterior (sep. dist <10')		
	705.5	Exterior Wall with >10' sep. needs rating only from inside		
	T 601	0 hr Floor Construction (1hr between units)		
	T 601	0 hr Roof Construction		
Separations				
	508.4	M and R-2 = 1 hr	6.1.14.4.1	Mercantile and Apartment = 1hr with sprinkler
	508.4	M and S-2 = 1 hr	6.1.14.4.1	Mercantile and Storage (ord.) = 1hr with sprink.
	508.4	M and B = 0 hr	6.1.14.4.1	Mercantile and Business = 1hr with sprinkler
	508.4	M and A-2 = 1 hr	6.1.14.4.1	Mercantile and Assembly = 1hr with sprinkler
	508.4	A-2 and S-2 = 1 hr	6.1.14.4.1	Storage (ord.) and Assembly = 1hr with sprinkler
	508.4	S2 and R2 = 1 hr	6.1.14.4.1	Storage (ord.) and Apartment = 1hr with sprink.
	708.4	2 hr Elevator Shaft >= 4 stories	8.6.5	2 hr >= 4 stories
	708.4	1 hr Elevator Shaft < 4 stories	8.6.5	1 hr < 4 stories
	708	2 hr Mechanical Shaft >= 4 stories		
	708	1 hr Mechanical Shaft < 4 stories		
	1022.1	2 hr Stair Shaft >= 4 stories		
	1022.1	1 hr Stair Shaft < 4 stories		

	709.1	1 hr Between Dwelling Units		
	1018.1	1/2 hr Corridor	30.3.6.1.2	1/2 hr corridor
	508.2.5	1 hr Boiler Room	30.3.2.1.1	1 hr Boiler Room
	508.2.5	1 hr Trash Room	30.3.2.1.1	1 hr Trash Room
	508.2.5	1 hr Storage Room	30.3.2.1.1	1 hr Storage Room
	508.2.5	1 hr Laundry Room	30.3.2.1.1	1 hr Laundry Room
	3006.4	2 hr Elevator Machine Room		
	715.4	90 minute Stairwell Doors (2hr shaft)		
	715.4	20 minute Apartment Entry Doors (1/2 hr corridor wall)	30.3.6.2.1	20 minute Apartment Entry Doors
Distances and Exits	1021.1	2 Exits required	7.4.1.1	2 Means of Egress required
	1016.1	250’ Travel Distance to exits with Sprinklers	30.2.6.3.2	200’ Travel distance from apt. door to exit
	1014	125’ Common Path of Travel	30.2.5.3.2	50’ Common Path of Travel
	1018.4	50‘ Dead End	30.2.5.4.2	50‘ Dead End
			30.2.6.2	125’ Travel Distance within Dwelling to Corridor
Unprotected Openings	T 705.8	15% when exterior wall sep. dist. is 3’>5’		
	T 705.8	45% when exterior wall sep. dist. is 10’>15’		
	T 705.8	75% when exterior wall sep. dist. is 15’>20’		
	T 705.8	Unlimited when exterior wall sep. dist. is 25’>30’		
	T 705.8	Unlimited when exterior wall sep. dist. is >30’		
Elevator Lobby	708.14.1.4	Not required as Sprinkled with 13		
Elevator as MoE	1007.2.1.1	Not req. as bldg. is not 4 stories above the level of exit discharge		
Egress Windows	1029.1.1	Not Required as Sprinkled with NFPA13		
Egress Stairs	1009.1	Occ. Load >50 = 44” min width	24.2.5.4	36” min. stair width
	1009.1	Occ. Load <=50 = 36” min width	7.2.2.2.1.2(B)	44” min. over 50 occ.
	1003.3	Handrails can protrude into stair 4.5” max	7.2.2.2.1.2	Handrails can protrude into stair 4.5” max
	1005.2	Door Swings may not reduce egress width by > 1/2		
	1009.2	80” min headroom	7.2.2.2.1.1(a)	6’-8” min. headroom
	1009.3	7” max. riser	7.2.2.2.1.1(a)	7” max. riser
	1009.3	11” min Tread depth	7.2.2.2.1.1(a)	11” min. tread
	1009.6	12’ max. total rise between floors or landings	7.2.2.2.1.1(a)	12’ max. height between landings

Ramps	1010.2	1:12 (8%) Max slope	7.2.5.2(a)	1:12 max. slope
	1010.6	60” long landings at top and bottom		
	1010.6	2% max slope of landings	7.2.5.2(a)	1:48 max. cross slope
	1010.8	>6” rise must have handrails on both sides of ramp		
Egress Corridors	1018.2	44” min. when Occ. > 50		
	1018.2	36” min. when Occ. <= 50		
	1018.2	24” min. at service corridors to mechanical equipment		
Sound	1207.2	STC > 50 at walls and floors/ceilings		
	1207.3	IIC > 50 at walls and floors/ceilings		
Energy IECC 2006	T 402.1.1	0.35 Fenestration U-Factor		
Zone 6		R-49 Ceiling		
Residential		R-20 or 13+5c Framed wall		
		R-30 Floor		
		R-19 or 15c Basement wall		
		R-10 to 4ft Slab		
Commercial	T 402.1.1	0.35 Fenestration U-Factor		
		R-20c Ceiling entirely above deck		
		R-38 Ceiling at Attic and other		
		R-13+7.5c Metal Framed wall		
		R-30 Floor		
		R-7.5c Basement wall		
		R-10 to 4ft Slab		
		U 0.45 Storefront		
		U 0.80 Entrance Door		
		U 0.55 Other		
Accessibility	Fair Housing Act Applies			
	Ch 11 of IBC 2009 does not apply as State of ME did not adopt it as part of MUBEC			
	Maine Human RIghts Act Applies			
	Retail Spaces must meet ADA 2010			

89 ANDERSON

FEBRUARY 25, 2015

PREFINISHED EXPOSED FASTENER
CORRUGATED HORIZONTAL METAL SIDING - COLOR 2

FACTORY FINISHED FIBERCEMENT PANEL - COLOR 1

PREFINSIHED METAL
PROJECTING BALCONY

VINYL OR FIBERGLASS CLAD
CASEMENT WINDOW

PREFINISHED ALUMINUM FRAME
/ GLASS OVERHEAD DOOR

PREFINISHED EXPOSED FASTENER
VERTICAL METAL SIDING - COLOR 3

VINYL OR FIBERGLASS CLAD SLIDING DOOR

PREFINSIHED METAL TRIM



44'-1"

'BLACK' 16" LONG AMBASSADOR SIZE BRICK
WITH GRAY MORTAR

PREFINISHED ALUMINUM FRAME
/ GLASS OVERHEAD DOOR - COLOR GRAY

PREFINISHED ALUMINUM STOREFRONT - COLOR GRAY

PREFINISHED EXPOSED FASTENER
VERTICAL METAL SIDING - COLOR 3

(3) 2-1/2" FIRE DEPARTMENT CONNECTIONS ON SINGLE BACK PLATE

REDFERN PROPERTIES

ANDERSON STREET ELEVATION

SCALE : NTS

PROGRESS PRINT ONLY
Not for Construction

RYAN SENATORE ARCHITECTURE

89 ANDERSON

FEBRUARY 25, 2015

FACTORY FINISHED FIBERCEMENT CLAPBOARD 6" EXPOSURE - COLOR 1

FACTORY FINISHED FIBERCEMENT CLAPBOARD 6" EXPOSURE - COLOR 4

THROUGH WALL VENTS PAINT TO MATCH SIDING THEY ARE MOUNTED ON



DECORATIVE PARKING SCREEN

'BLACK' 16" LONG AMBASSADOR SIZE BRICK
WITH GRAY MORTAR

PREFINISHED ALUMINUM STOREFRONT - COLOR GRAY

PREFINISHED ALUMINUM FRAME
/ GLASS OVERHEAD DOOR - COLOR GRAY

PROGRESS PRINT ONLY
Not for Construction

REDFERN PROPERTIES

FOX STREET ELEVATION

SCALE : NTS

RYAN SENATORE ARCHITECTURE



PROGRESS PRINT ONLY
Not for Construction

REDFERN PROPERTIES

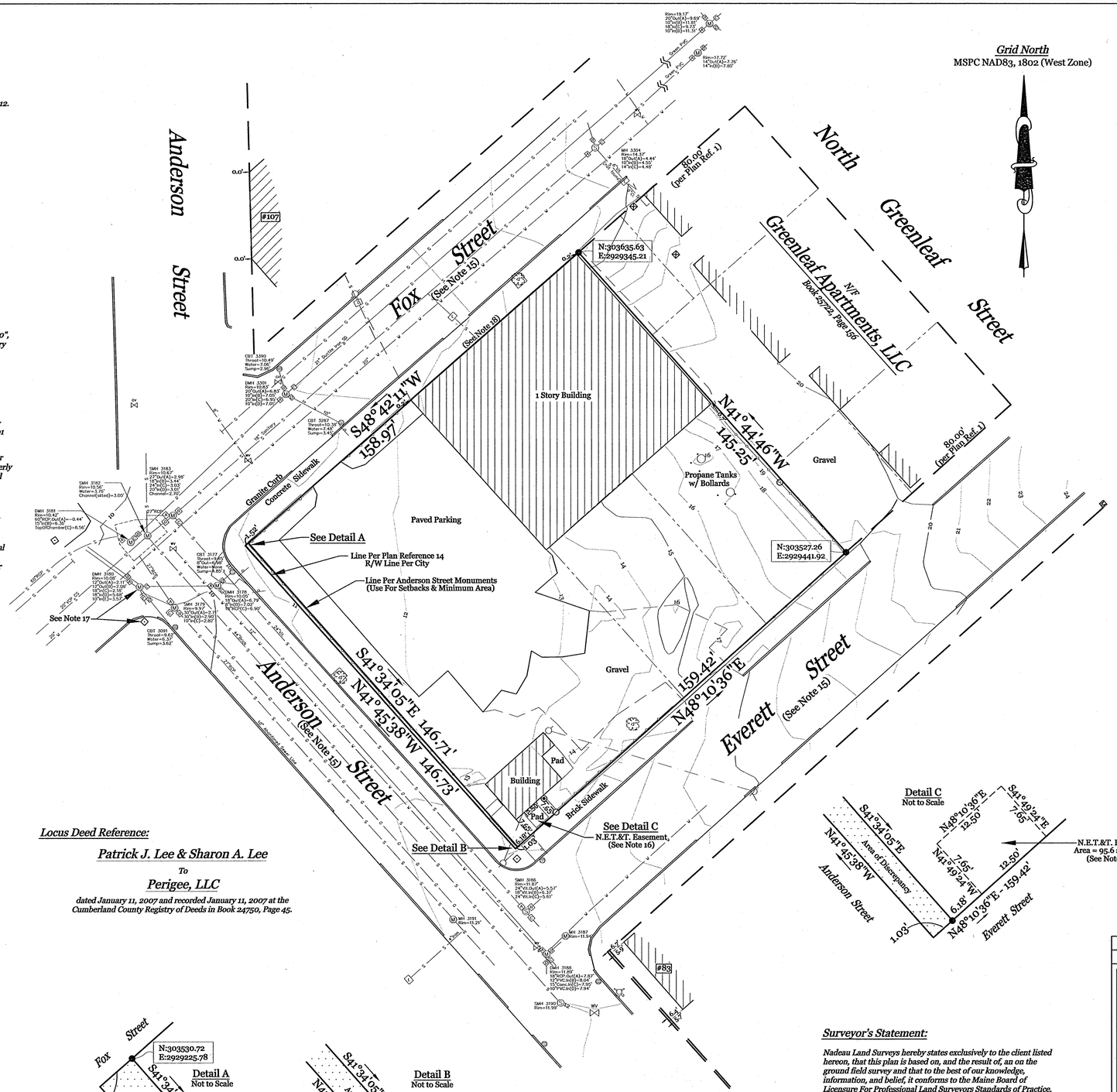
EVERETT STREET ELEVATION

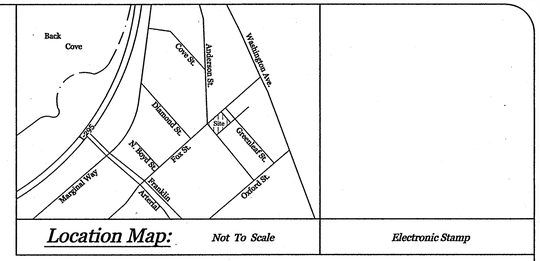
SCALE : NTS

RYAN SENATORE ARCHITECTURE

Plan References:

1. *Untitled Plan Of A Portion Of Oxnard Pasture by A.P. Marshall, recorded June 29, 1857 in CCRD Plan Book 1, Page 38.*
2. *City Of Portland Revaluation Plans, dated 1882 by Wm. A. Goodwin, City Engineer, Sheet 12, recorded October 24, 1884 in CCRD Plan Book 5, Page 12.*
3. *"Plan Of City Stable Lot, Fox Street", dated July 1902, City Plan 108/1.*
4. *"Plan Of Streets In Oxnard Pasture", dated June 12, 1857 by Chas. H. Howe, City Civil Engineer, City Plan 369/7.*
5. *"City Of Portland, Maine Department Of Public Works, Anderson Street, Lancaster St. To Fox St.", dated March 28, 1928 by Edward M. Hunt, City Engineer, City Plan 239/4.*
6. *"City Of Portland, Me. Department Of Public Works, Fox Street, Franklin St. To Washington Ave.", City Plan 239/6.*
7. *"City Of Portland, Maine Department Of Public Works, Anderson Street, Fox St. To Tukey St.", dated December 6, 1940 by Edward M. Hunt, City Engineer, City Plan 598/4.*
8. *"City Of Portland, Maine Department Of Public Works, Fox Street", dated February 17, 1942, City Plan 557/13.*
9. *"Standard Boundary Survey, Plan Of Property, 49-59 Fox Street, Portland, Maine Made For Patrick Lee", dated November 3, 1987 by R.P. Titcomb Associates, Inc. Land Surveyors / Engineers, Falmouth, Maine, recorded November 20, 1987 in CCRD Plan Book 167, Page 13.*
10. *"City Of Portland, Maine Parks And Public Works Department Engineering Division, Fox Street Reconstruction Plan & Profile Sta. 10+00 To Sta. 14+00", dated August 28, 1990 by R. Bruce Ringrose, City Engineer, As Built January 1992, Sheet 2 of 20, City Plan 942/7.*
11. *"City Of Portland, Maine Parks And Public Works Department Engineering Division, Anderson Street Reconstruction Plan & Profile Sta. 0+00 To Sta. 3+50", dated November 27, 1991 by W.H. Boothby, City Engineer, As Built October 13, 1994, Sheet 2 of 29, City Plan 926/11.*
12. *"Standard Boundary Survey, Proposed Easement Located On Property Of: Patrick J. Lee & Sharon A. Lee, Anderson Street, Portland, Maine", for New England Telephone & Telegraph, dated August 1991, revised August 13, 1991 by OEST Associates, Inc.*
13. *"Plan Depicting The Results Of An ALTA/ACSM Land Title Survey Made For Bartlett Island, LLC, Northeasterly Sideline Of Diamond Street, Northwesterly Sideline Of Fox Street, & Westerly Sideline Of Anderson Street, 11 Diamond Street, Portland, Maine", dated March 7, 2013 by Nadeau Land Surveys, Portland, Maine.*
14. *"City Of Portland, Maine Public Services Department Engineering Division Anderson St./Fox St./Gould St./Plowman St. Street Line Retracement And Existing Monumentation Plan", dated April 1, 2014.*
15. *"Plan Of Property In Portland, Maine Made For Bayside Park Urban Renewal Project Me. R-1 Condemnation Area III Sections A,B,C,D,E,F,& G, Parts 1,2,3,& 4 Page 1 Of 2 Pages", dated September 13, 1962, recorded December 3, 1962 in CCRD Plan Book 61, Page 64.*
16. *"City Of Portland, Maine Public Services Department Engineering Division Anderson St./Fox St./Gould St. Existing Conditions, Plan Of Existing Site Conditions #148 Anderson St. To #90 Anderson St.", dated April 1, 2014.*





Location Map: Not To Scale — Electronic Stamp

General Notes:

1. *This plan is not intended to depict limits or extent of fee title ownership. An opinion of title should be rendered by a title attorney.*
2. *This office reserves the right to be held harmless by all 3rd party claims.*
3. *This survey does not purport to reflect any of the following:*
   a. *easements other than those that are visible or specifically stated in the referenced documents.*
   b. *building setback compliance or restrictive covenants.*
   c. *zoning or other land use regulations.*
   d. *the location of any underground utilities or structures.*
4. *This office reserves the right to be held harmless for unknown or unobtainable private records which could affect the results of this survey.*
5. *Reference is made to "Letter Of Agreement" dated May 16, 2014 between Nadeau Land Surveys and the below listed client(s), which shall be considered an integral part of this survey.*
6. *N/F is an abbreviation for Now or Formerly.*
7. *All deeds referenced on this plan are recorded at the Cumberland County Registry of Deeds (CCRD).*
8. *This office does not accept any liability for errors in the Plan References listed hereon, except Plan Reference 13.*
9. *Locus Parcel is shown on the City of Portland Assessor's Map 12, Block I, as Lots 1 and 5, and is listed as 89 Anderson Street, and 29 Everett Street.*
10. *Area of Locus Parcel, including easement, is 23,239.1 square feet (0.53 acre) to monumented line of Anderson Street; 23,425.7 square feet (0.54 acre) to the R/W line of Anderson Street per Plan Reference 14.*
11. *The apparent right of way lines depicted on this plan are based on the Plan References listed hereon, monumentation found in the field, and City Engineering Street Notes.*
12. *The Locus Parcel does not scale in a Special Flood Hazard Area per FEMA Flood Insurance Rate Map Community-Panel Number 230051 0013B, index dated December 8, 1998. The parcel scales in Zone C.*
13. *All building corner offsets to boundary lines are from brick building corners.*
14. *Call 1-888-DIGSAFE at least three business days before performing ANY excavation.*
15. *Per City of Portland Records 14-371, dated October 1, 1866, the name of Fremont Street was changed to Anderson Street, and was accepted June 19, 1857 as fifty (50) feet wide per City of Portland Records 10-152. Fox Street was accepted November 20, 1851 as fifty (50) feet wide per City of Portland Records 8-31. Everett Street was accepted June 19, 1857 as fifty (50) feet wide per City of Portland Records 10-199.*
16. *See Easement Deed from Patrick J. and Sharon A. Lee to New England Telephone and Telegraph Company, dated September 6, 1991 and recorded in CCRD Book 9816, Page 171. (See Plan Reference 12)*
17. *Horizontal and vertical datums are city datums based on Plan Reference 14. Monuments "MF 34" at southerly intersection of Anderson & Fox Streets and "MF 35" at westerly intersection of Anderson & East Lancaster Streets held as common points with Plan Reference 14. "DMH 3180" held for elevation per Plan Reference 14.*
18. *Existing building appears to encroach the Fox Street right of way by 0.2' along its northwesterly face.*
19. *Underground utility lines, sizes, and inverts are based solely on Plan Reference 16 and have not been verified by this office, except for the three manholes depicted northerly of the Locus Parcel. See Note 8.*

Legend:

- Found Granite "M" Monument
- Found Granite 3' Offset Monument
- Found Steel Rebar w/Survey Cap #1245
- Found #5 Steel Rebar
- Found Iron Pipe
- #5 Steel Rebar w/Survey Cap #2124 To Be Set
- Catch Basin
- Sanitary Manhole
- Manhole
- Fire Hydrant
- Utility Pole w/Guy Wire
- Water Shutoff
- Water Valve
- 6" Bollard
- Deciduous Tree
- Chainlink Fence
- Approximate Interior Lot Line
- Edge Of Easement
- Overhead Utility Lines
- Edge Of Gravel
- Edge Of Pavement
- Granite Post
- Underground Water Line
- Underground Gas Line
- Underground Sewer Line
- Underground Drain Line
- Underground Sewer Lateral
- N:303530.72 E:2929225.78 — Maine State Plane Coordinates

Graphic Scale:

0' 10' 20' 30' 40' 60' 80' 100'

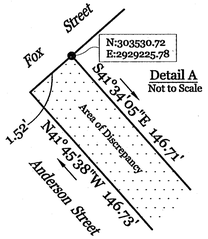
Locus Deed Reference:

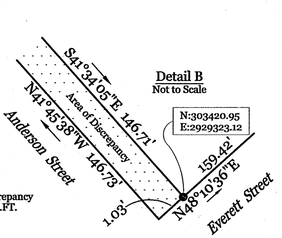
Patrick J. Lee & Sharon A. Lee

To

Perigee, LLC

dated January 11, 2007 and recorded January 11, 2007 at the Cumberland County Registry of Deeds in Book 24750, Page 45.





Surveyor's Statement:

Nadeau Land Surveys hereby states exclusively to the client listed hereon, that this plan is based on, and the result of, an on the ground field survey and that to the best of our knowledge, information, and belief, it conforms to the Maine Board of Licensure For Professional Land Surveyors Standards of Practice.

This plan is not valid without the signature and embossed seal of the below listed Professional Land Surveyor who prepared this plan as it may contain unauthorized alterations unknown to this office.

STATE OF MAINE — JAMES D. NADEAU — 2124 — PROFESSIONAL LAND SURVEYOR

Nadeau Land Surveys

James D. Nadeau, P.L.S. #2124 (agent) *Date:* 3-30-15

3-30-15

Rev. 3/30/2015: Note 19 & Legend, Add bldg.'s for setback calc.'s, Add coord.'s, Add 2 manholes/inverts n'ly of site, MH 3304 inverts

Rev. 9/9/2014: Name, Add underground utility lines, sizes and inverts, Add Note 19 and Plan Reference 16, Vicinity map, Add to Legend

Plan Depicting The Results Of A Boundary, Topographic & Existing Conditions Survey Made For

Redfern Properties, LLC

Southeasterly Sideline Of Fox Street, Northeasterly Sideline Of Anderson Street, & Northwesterly Sideline Of Everett Street

Portland, Maine

PREPARED BY:

Nadeau Land Surveys

918 BRIGHTON AVENUE
PORTLAND, ME 04102

Professional Land Surveyors
Certified Floodplain Managers

PH. (207) 878-7870
FAX (207) 878-7871

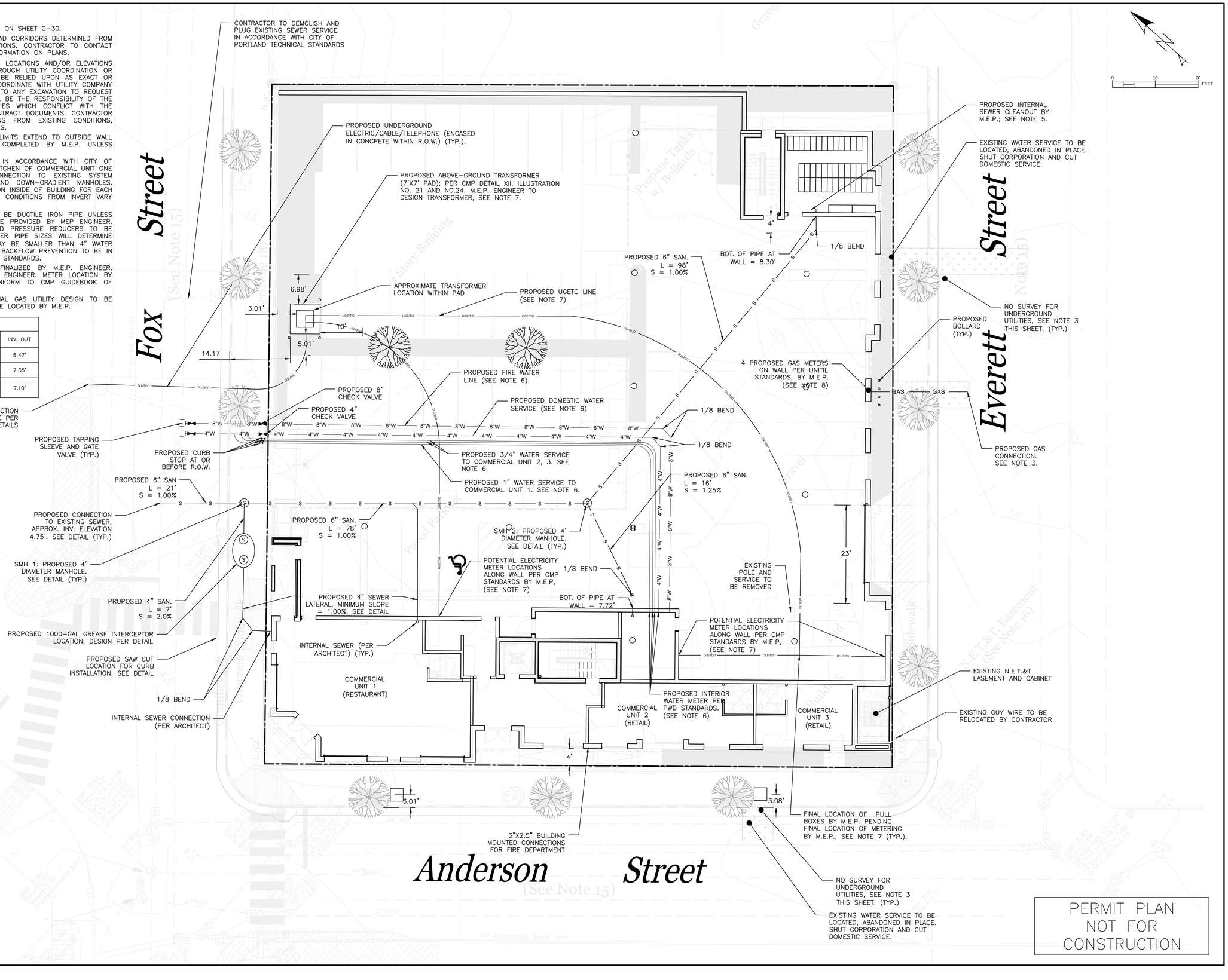
RECORD OWNER: Perigee, LLC, 120 Sheridan Street, Portland, Maine 04101	DRAWN BY: TPB	PLAN DATE: 7/21/2014	
	CHECKED BY: JDN/MLC	SURVEY DATE: June 2014	
	INSTR: Topcon GPT-3003W & Topcon Hyper II GPS	SCALE: 1" = 20'	
FIELD BOOK: FB 402 & Topcon Ranger	JOB No: 2141510BTR1	SHEET No: 1 of 1	

GENERAL NOTES:

1. STORMWATER DRAINAGE INFRASTRUCTURE INDICATED ON SHEET C-30.
2. LOCATION OF PROPOSED CONNECTIONS WITHIN ROAD CORRIDORS DETERMINED FROM SLOPE OF PIPE BETWEEN KNOWN INVERT LOCATIONS. CONTRACTOR TO CONTACT ENGINEER IF FIELD INFORMATION VARIES FROM INFORMATION ON PLANS.
3. CONTRACTOR IS TO BE CAUTIONED THAT CERTAIN LOCATIONS AND/OR ELEVATIONS OF EXISTING UTILITIES HAVE BEEN PROVIDED THROUGH UTILITY COORDINATION OR OTHER OBSERVATIONS. INFORMATION IS NOT TO BE RELIED UPON AS EXACT OR COMPLETE. CONTRACTOR TO FIELD VERIFY AND COORDINATE WITH UTILITY COMPANY AND DIG SAFE NO LESS THAN 72 HOURS PRIOR TO ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF ALL UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS INDICATED IN THE CONTRACT DOCUMENTS. CONTRACTOR TO NOTIFY ENGINEER OF ANY DIFFERENTIATIONS FROM EXISTING CONDITIONS, INCLUDING UTILITY SURVEY, PRIOR TO ANY CHANGES.
4. FOR ALL UTILITIES, ACORN ENGINEERING DESIGN LIMITS EXTEND TO OUTSIDE WALL OF BUILDING. METERING OF UTILITIES TO BE COMPLETED BY M.E.P. UNLESS SPECIFIED OTHERWISE.
5. SEWER: SEWER UTILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH CITY OF PORTLAND TECHNICAL STANDARDS. WASTE FROM KITCHEN OF COMMERCIAL UNIT ONE SHALL CONVEY WASTE TO GREASE TRAP. CONNECTION TO EXISTING SYSTEM APPROXIMATED USING SLOPE BETWEEN UP- AND DOWN-GRADIENT MANHOLES. M.E.P. TO PLACE VALVE FOR BACKFLOW PREVENTION INSIDE OF BUILDING FOR EACH SEWER CONNECTION. CONTACT ENGINEER IF FIELD CONDITIONS FROM INVERT VARY FROM DESIGN.
6. WATER UTILITIES: 4" AND 8" WATER PIPE SHALL BE DUCTILE IRON PIPE UNLESS OTHERWISE APPROVED. FINAL PIPE SIZING TO BE PROVIDED BY MEP ENGINEER. INTERNAL METERING, BACKFLOW PREVENTION, AND PRESSURE REDUCERS TO BE COMPLETED BY M.E.P. ENGINEER. DOMESTIC WATER PIPE SIZES WILL DETERMINE THE FINAL WATER METERING OPTIONS. METER MAY BE SMALLER THAN 4" WATER MAIN. WATER METERING, PRESSURE REDUCER AND BACKFLOW PREVENTION TO BE IN ACCORDANCE WITH THE PORTLAND WATER DISTRICT STANDARDS.
7. ELECTRIC UTILITIES: ELECTRIC DESIGN TO BE FINALIZED BY M.E.P. ENGINEER. ELECTRICAL LOAD TO BE DETERMINED BY M.E.P. ENGINEER. METER LOCATION BY M.E.P. ALL ELECTRIC CONSTRUCTION SHALL CONFORM TO CMP GUIDEBOOK OF STANDARD REQUIREMENTS, MOST RECENT EDITION.
8. GAS UTILITIES: PROJECT GAS LOAD AND INTERNAL GAS UTILITY DESIGN TO BE FINALIZED BY M.E.P. ENGINEER. GAS METERS TO BE LOCATED BY M.E.P.

SEWER STRUCTURE SCHEDULE

STRUCTURE	INTERIOR DIAMETER	RIM	INV. IN	INV. OUT
SMH-1	4'	11.56'	SMH-2: 6.57' GREASE: 6.70	6.47'
SMH-2	4'	12.25'	FROM E: 7.45' FROM S: 7.45'	7.35'
GREASE INTERCEPTOR	SEE DETAIL	10.70' (SOUTH) 10.99' (NORTH)	7.35'	7.10'



PERMIT PLAN
NOT FOR
CONSTRUCTION

ISSUED FOR	BY DATE
UTILITY LETTERS	WHS 11/12/14
PRE-APP MTG.	WHS 1/6/15
PRELIMINARY SUB	WHS 1/14/15
UTILITY STUB	WHS 4/14/15
COMMENT RESPONSE	WHS 4/16/15

REVISION	REV. DATE

DRAWING NAME: UTILITY PLAN
PROJECT NAME: EAST BAYSIDE LOFTS
CLIENT: REDFERN BAYSIDE, LLC.
P.O. BOX 8816 PORTLAND, ME 04104

ACORN ENGINEERING, INC.
158 DANFORTH STREET, PORTLAND MAINE 04102
(207) 775-2655

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION OF ACORN ENGINEERING, INC. ANY ALTERATIONS, WITH OR WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

FILE:	1053_CIVIL_11-15-14
DATE:	10/15/2014
JN:	1053
SCALE:	1" =10'
DESIGNED BY:	WHS
DRAWN BY:	MAG
CHECKED BY:	WHS

STATE OF MAINE
WILLIAM H. SAVAGE
No. 11419
4-14-15
LICENSED
PROFESSIONAL ENGINEER

DRAWING NO.
C-20

FIRE RISK MANAGEMENT, INC.
1 Front St., Bath, ME 04530
207/442-7200 [221-1295 (fax)]
www.fireriskmgt.com

Date: 18 May, 2015

Memo Report

From: W. Mark Cummings, P.E.

To: Mr. William Savage, Acorn Engineering

CC: Mr. Ryan Senator, Senator Architects

Subject: **Fire Protection Review of the Site Plan for the Proposed Development at 89 Anderson St. in Portland, ME**

As requested, Fire Risk Management, Inc. (FRM) reviewed the information you provided with regards to the site plans and general building configuration associated with the proposed construction of a new mixed use building to be located at 89 Anderson St. in Portland, ME. The focus for this review was to evaluate the fire protection features and the general layout for the new building to ensure that all State and Municipal codes, regulations, and ordinances are adequately addressed.

The primary codes and regulations used as reference for this review included;

1. The City of Portland Code of Ordinances; primarily Chapter 10, *Fire Prevention and Protection,* (Rev. 1-20-11),
2. City of Portland Technical Manual, Section 3 – Public Safety, (Rev. 6/17/11),
3. City of Portland Fire Department Rules and Regulations,
4. The Maine Uniform Building and Energy Code (MUBEC), which is the International Building Code (IBC) with Amendments (2009 ed.), and
5. The National Fire Protection Association (NFPA) 1, the Fire Code® (2009 ed.).

For this review, the primary areas of interest are to ensure that an adequate water supply is available, including the location and spacing of the existing fire hydrants, along with having proper access to the building by firefighting equipment and personnel.

Background

A new "mixed-use" building is being planned for construction at 89 Anderson St. in Portland, ME. This new building is primarily an "apartment" building (Residential, Group R2 occupancy), but will include some retail (Mercantile occupancy) spaces on the 1st floor, along with a parking garage (Storage, Group S-2 occupancy). The majority of the building is to be constructed to generally meet the requirements for Type VB construction, as defined by the International Building Code (IBC); albeit the 1st floor level will use materials associated with a Type I construction. The floor/ceiling assembly separating the 1st and 2nd floors is to be constructed such that it will have a 3-hour fire resistance rating; thereby allowing the building to comply with all height and area restrictions outlined by the IBC. The building is to be fully protected with automatic fire sprinkler systems; designed and installed in accordance with NFPA 13.

Three (3) sides of the building are bounded by City streets; Anderson, Everett, and Fox. As such, each of these streets can be used to provide access to the building for firefighting equipment.

Discussion

The design documents that were used to support this review included the site plan provided by Acorn Engineering and a number of architectural elevation plans for the building provided by Senator Architecture. The Site Plan provided data with regards to the location of the building in relation to the adjacent City streets and buildings, along with the overall dimensions of the planned building. The architectural floor plans provided data regarding the overall dimensions of the building (height and area), along with the general layout of the various occupancies, including the living units located on the upper floors.

The primary codes and regulations that were referenced during this review to determine code compliance were the State-adopted editions of NFPA 1, the Fire Code®, the MUBEC, and the City of Portland's Fire Department Rules and Regulations and Section 3 – Public Safety of the City's Technical Manual.

The Portland Water District provided information regarding the locations and sizes of the various City water mains that are in the immediate vicinity of the building site. This includes a 12-inch water main that is installed along Anderson St. that should easily be able to support the building's fire water requirements.

Based on a review of the applicable codes and regulations, the following requirements were evaluated as being applicable to the site evaluation;

- *An access road must extend to within 50 feet of an exterior door that provides access into the building.* The building will be provided with multiple access points that are within 50 feet of the various City streets available for use by the responding Fire Department.
- *An access road must be within 450 feet of all portions of the building's exterior; which applies to buildings that are fully protected with an automatic fire sprinkler system.* Given the fact that the building is bounded on three (3) sides by City streets, this requirement is easily met.
- *The access road must be at least 16 feet in width to meet City requirements.* The NFPA 1 would require this access road to have at least 20 feet in clear width. The adjacent City streets will provide up to 20 feet of clear width along at least three (3) sides of the building.
- *NFPA 1 requires that at least one (1) fire hydrant be within 250 feet of this site*. Given the water flow requirements needed to support firefighting operations, which is based on the building size and construction type, a fire hydrant must be within 250 feet of any part of the frontage on the access road. An existing City hydrant is located on Anderson St., just south of Everett St.; which easily meets the NFPA 1 requirements.
- *Based on the construction type and size of the building, NFPA 1 would require a minimum fire flow (fire water supply capabilities) of no more than 1000 gpm; which could be reduced if quick-response sprinklers are used throughout.* Using the building parameters, including Type V (000) construction, the initial fire flow requirements would be approximately 2250 gpm for two (2) hours. However, this value can be reduced by 75% when the building is protected by an automatic fire sprinkler system, down to a minimum of 1000 gpm. This value could be reduced further if quick response sprinklers are used, which is likely for residential buildings, but this was not taken into account for this review. The information provided by the Portland Water District indicates that the fire hydrant that is located in the vicinity of the intersection of Anderson and Everett Streets can support fire flows in excess of 1000 gpm (at a minimum of 20 psig residual pressure at the hydrant).

Summary and Recommendations

Based on the above review of the site design plan for this building, along with the applicable codes and regulations, it appears that the proposed design will be compliant with all requirements for site access and water supply as outlined in both NFPA 1 and the City's Rules and Regulations. Should there be any questions regarding this assessment, please do not hesitate to contact me.

W. Mark Cummings, P.E.
Principal Engineer

RYAN SENATORE **ARCHITECTURE**

January 15, 2015

Nell Donaldson
Planner
City of Portland Maine
389 Congress Street
Portland, Maine 04101

Re: 89 Anderson Street - Design Narrative

The proposed building to be located at the corner of Fox Anderson and Everett Streets in Portland's East bayside Neighborhood is a mixed-use project that will provide 53 residential apartments and a first floor restaurant and commercial uses. 89 Anderson is a four story building with the apartments located on floors 2, 3 and 4. The building is three and one half stories above grade at its North end on Everett due to the sloping street grades.

Prior to developing the building concept we spent much time walking the streets of East Bayside, taking photos, analyzing existing streetscapes, existing development densities, building massing, forms, materials and textures. This approach allowed us to develop a design concept that is grounded by the existing neighborhood context but reflects our contemporary time.

The neighborhood is comprised of a diverse palate of Architectural forms, scales and density. To the East of 89 Anderson the character is of predominantly Gabel roof multi story residential structure, varying in number of stories. To the Southeast the neighborhood is comprised of single pitch multi-story multiunit buildings. To the South are large open spaces and basketball courts for neighborhood recreation. To the Southwest and West are large commercial buildings with flat roofs and constructed of Concrete masonry units, Brick and Metal siding. To the North are larger high density multistory residential buildings. As the description above indicates this site is surrounded by many varying Architectural styles, forms, scales, densities and uses.

The building design has evolved from our neighborhood study pulling pieces of the existing fabric and relating the design to those existing elements. The current site does not hold the traditional neighborhood block due to its undeveloped street

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frontages existing of parking lots. The proposed building holds and defines all street edges creating an active presence on the street level.

Building Scale is a very important and complex issue on this site due to its location at the confluence of many differing existing building scales in the neighborhood. The building design has a larger mass at the Corner of Fox and Anderson Street articulated by the darker gray siding. As the building approaches the East its scale is broken down by a high contrast warm siding color and vertical pattern change at the 4th floor level, emphasizing the lower 3 story mass which is scaled down toward the 2 plus story structures along Anderson Street across the Everett intersection. We have also run the warmer vertical siding color down on an approximate 24‘ spacing in line with the Patio doors which breaks the facade horizontally in a scale similar to that of the existing residential development pattern to the East on Anderson Street. The street grade increases on Everett Street by 7‘ along the building so the structure reads as a 3 story structure toward the North End of the site on Everett. The building across the street on Everett toward the north end of the site and on the same side of the street are 3 plus story structures. The three buildings on Greenleaf street have flat roof lines at approximately the same elevation as the roofline of the proposed building at 89 Anderson Street.

The Materials of the facade play an important role in the scale of the building, we are proposing a horizontal corrugated metal siding panel that recalls the tradition horizontal clapboard siding pattern found throughout the neighborhood but also incorporates the industrial character and history of the neighborhood. The warmer siding panel has a vertical pattern with a smoother texture to contrast the horizontal corrugated panel. We are proposing a smooth fibercement panel between the windows which further break up the facade horizontally. The first floor wall material is proposed to be a Ground Face concrete masonry unit which is a durable material with a smooth clean finish that will hold up well over time and will help ground the building on the street.

In addition to the use of color and texture to scale the building down we have used projecting masses. The building walls step back in plan along Anderson Street 3‘ and 4’-10” along Everett Street to create massing forms at the corners of the building with recessed masses along the center of the elevations. We have

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included projecting balconies along all street facades at a rhythm to further emphasize the 24‘ facade pattern break, the balconies will create dynamic shadows that will change the building texture throughout the course of a day.

The use of landscaping is also an important design tool to help scale the building and create a relationship to the street and pedestrian experience. At the building plan step backs we have designed linear planting areas that extend for a large percentage of the facades along Anderson and Everett Street. These plantings will soften the building wall and add color and texture along the sidewalks.

89 Anderson is an urban infill project that will help define the city block it is located on. The design of the building is derived from the many Architectural typologies that exist in the neighborhood, we have used color, texture, rhythm, massing, and landscape as tools to scale the project and integrate it into the existing neighborhood fabric.

We look forward to discussing the project at the upcoming Planning Board workshop.

Sincerely,



Ryan Senatore, AIA LEED BD+C

Principal

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565 Congress Street, Suite 304
Portland, Maine 04101

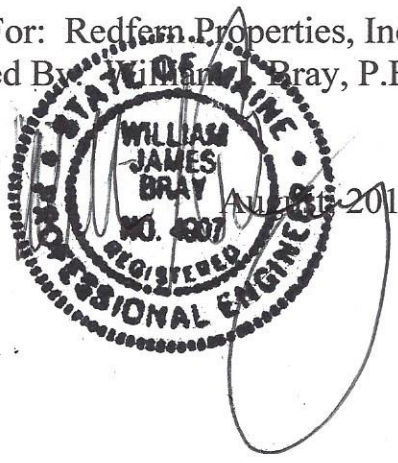
TRAFFIC IMPACT STUDY

FOR

PROPOSED

89 Anderson Street Apartment Complex

Prepared For: Redfern Properties, Inc.
Prepared By: William J. Bray, P.E.



August 2014

INTRODUCTION

Redfern Properties, LLC is proposing to construct a 53-unit apartment building on a parcel of property located at 89 Anderson Street. A total of 53 parking spaces will be provided under the cover of the proposed apartment building. Access to the covered parking spaces will be provided through a single entrance located on Everett Street.

The purpose of this study is to examine existing traffic conditions in the general vicinity of the proposed project, estimate the total number of site trips generated by the project, and make a determination as to whether the existing transportation system can safely accommodate the added traffic demand generated by the project.

EXISTING CONDITIONS

Existing Traffic: Manual turning movement counts were conducted at three study area intersections per direction received from the City's Traffic Peer Review Consultant. The intersections included the following locations:

1. Anderson Street @ Fox Street
2. Washington Avenue/Fox Street/Walnut Street
3. Anderson Street @ Cumberland Avenue

All vehicular traffic entering each intersection was recorded in 15-minute intervals between the hours of 7:00 to 9:00 AM and between 3:00 to 6:00 PM (Copies of the field data summary sheets are attached). In addition, both pedestrian and bicycle data was gathered at each location both directionally and time of day. From a summary of the data, it was determined that the morning peak hour occurs between 8:00 and 9:00 AM at each study area location; the PM peak hour falls between 4:30 and 5:30 at each of the locations.

Bicycle and pedestrian volume totals recorded during the vehicular peak hour(s) at each study location are summarized in the following tables:

Bicycle Volumes
(Street Peak Hour)

Intersection/Approach	AM Peak Hour	PM Peak Hour
Washington Ave./Walnut St./Fox St.		
- Washington Avenue EB	1	9
- Washington Avenue WB	2	13
- Walnut Street	0	1
- Fox Street	2	2
Anderson St./Fox St.		
- Anderson Street EB	1	6
- Anderson Street WB	3	9
- Fox Street NB	0	11
- Fox Street SB	0	7
Anderson St./Cumberland Ave.		
- Anderson Street	1	0
- Cumberland Avenue NB	2	4
- Cumberland Avenue SB	5	5

Bicycle travel through the study intersections was somewhat moderate during the afternoon peak hour; volumes recorded in the morning peak hour were very low at each of the three study intersections. The highest volume of bicycle trips in the PM peak hour were recorded traveling along the Washington Avenue corridor (22

two-way trips) and a second predominate travel route was along Fox Street with a total two-way volume of 18 trips.

Pedestrian Volumes
(Street Peak Hour)

Intersection/Approach	AM Peak Hour	PM Peak Hour
Washington Ave./Walnut St./Fox St.		
- Crossing Washington Ave. @ Walnut St.	2	0
- Crossing Washington Ave. @ Fox St.	6	8
- Crossing Walnut St.	5	4
- Crossing Fox St.	4	18
Anderson St./Fox St.		
- Crossing East Anderson St.	9	14
- Crossing West Anderson St.	4	2
- Crossing North Fox St.	12	6
- Crossing South Fox St.	7	9
Anderson St./Cumberland Ave.		
- Crossing Anderson St.	21	29
- Crossing Cumberland Ave. @ Anderson St.	14	30

The volume of pedestrian movements recorded at each of the three study intersections was highest at the Anderson Street/Cumberland Avenue intersection where a total of 35 pedestrian movements were recorded in the morning peak hour and 59 pedestrian movements were recorded in the afternoon peak hour.

Traffic data collected during the months of July and August are generally representative of "peak" travel conditions and further adjustment is not required. Figures 1 and 2 are "*line-diagrams*" presenting "*peak*" hour vehicular traffic volumes for the AM and PM peak hours, respectively, for the study area intersections.

Existing Safety Trends: The Maine Department of Transportation's (MaineDOT) Accident Records Section provided the latest three-year (2011 through 2013) crash data for the following roadway segments:

1. Fox Street between Franklin Arterial and Washington Avenue
2. Washington Avenue/Fox Street/Walnut Street intersection
3. Anderson Street between Fox Street and Cumberland Avenue
4. Everett Street between Anderson Street and Greenleaf Street

Their report is summarized as follows and attached as an appendix to the report:

2011 -2013 Traffic Accident Summary

Location	Total Crashes	Critical Rate Factor
1. Fox Street @ Franklin Arterial	20	0.58
2. Fox Street and N. Boyd Street	3	1.03
3. Fox Street @ Diamond Street	1	0.34
4. Fox Street @ Anderson Street	2	0.73
5. Fox Street @ Greenleaf Street	2	0.98
6. Fox Street @ Winthrop Street	2	1.06
7. Washington Avenue/Fox Street/Walnut Street	9	1.98
8. Fox Street btw. Cove Street and Greenleaf Street	1	0.54
9. Fox Street btw. Winthrop Street and Washington Avenue	1	0.48
10. Anderson Street @ Madison Street	1	4.63
11. Anderson Street @ Oxford Street	1	4.09
12. Anderson Street @ Cumberland Avenue	2	0.71
13. Anderson Street btw. Fox Street and Everett Street	1	4.42
14. Anderson Street btw. E. Lancaster Street and E. Oxford Street	4	16.00
15. Anderson Street btw. E. Oxford Street and Cumberland Avenue	4	11.44

The MaineDOT considers any roadway intersection or segment a high crash location if both of the following criteria are met:

- ***8 or more accidents***
- ***A Critical Rate Factor greater than 1.00***

As the data presented in the table shows (location highlighted in yellow), the Washington Avenue/ Walnut Street/Fox Street intersection meets MaineDOT's criteria for a high crash location. A total of 9 crashes and a Critical Rate Factor (CRF) of 1.98 were reported for the intersection. A more in-depth review (preparation of detailed vehicle collision diagrams) was prepared for the intersection to determine if a clear pattern of accident is occurring (Copies of the Collision Diagrams are attached as an appendix to the report).

The detailed review of the vehicle crash reports for the intersection would suggest two clear patterns of concern: 1) Four of the nine accidents involved vehicles on the Fox Street approach turning left onto Washington Avenue being struck by thru vehicles traveling eastbound on Washington Avenue; 2) A total of three collisions involved vehicles approaching Washington Avenue from the Walnut Street approach sliding through the intersection and striking a thru vehicle on Washington Avenue.

Implementation of one or more of the suggested remediation measures should help reduce the frequency of traffic crashes occurring at this "off-set" intersection:

- Utilization of an anti-icing agent on the full length of Walnut Street would potentially reduce vehicle skidding problems on Walnut Street.
- Alternatively, or in conjunction with utilization of the anti-icing agent, the City may want to consider closure of Walnut Street at North Street during periods of severe winter road conditions using a remotely operated flashing "*Street Closed*" beacon placed at the top of the Walnut Street "hill".
- Replace and/or update existing pedestrian crossing equipment (equipment presently inoperative) at both existing Washington Avenue crosswalks to improve safety of pedestrians crossing "busy" Washington Avenue.

In addition to the aforementioned recommendations, preliminary evaluation was given to full traffic signalization of the intersection; however, present intersection traffic volumes and/or other factors do not appear to satisfy the warrants for traffic signals.

SITE TRAFFIC

Site Trip Generation: The eighth edition of the Institute of Transportation Engineers (ITE) "**TRIP GENERATION**" manual was used to determine the volume of site traffic generated by the proposed 53-unit residential apartment complex project. The ITE publication provides numerous land-use categories and the average volume of trips that are generated by each category. The following trip rates were used to calculate the trip generation of the proposed project:

Land Use #220 - Apartment

AM Peak Hour	= 0.51 trips per occupied unit
PM Peak Hour	= 0.62 trips per occupied unit.

Accordingly, the proposed 53-unit apartment complex can be expected to generate a total of 27 trips in the morning peak hour and 33 trips during the afternoon peak hour.

Site Trip Distribution: The Institute of Transportation Engineers handbook provides the following directional distribution rates for an apartment unit during the AM and PM peak hours:

AM Peak Hour	= 20% enter site and 80% exit site
PM Peak Hour	= 65% enter site and 35% exit site

Based upon the noted directional distribution patterns, 22 trips during the morning peak hour and 12 trips in the evening peak hour will exit the site and the remaining trips (5 AM trips and 21 PM trips) during both peak time periods will enter the site.

Site Trip Assignment: Vehicle trips generated by the proposed project were assigned through the three study intersections on the basis of existing travel patterns and the Consultants knowledge of travel patterns in the City of Portland. Figures 3 and 4 graphically depict the assignment for both peak commuter time periods.

FUTURE TRAFFIC

Other Development Traffic: Traffic generated by projects that have been approved by the Local Planning Board and/or the Maine Department of Transportation, yet are not opened, must be included in the estimate of pre-development traffic. At the direction of the City's Development Review Services Manager, trips generated by the following projects were appropriately added to the base travel conditions at the site driveway intersections.

- Washington Avenue Efficiencies
- PHA Bayside Anchor Project
- Munjoy Heights
- Intermodal "Staging" Area

Figures 5 and 6 illustratively present the Other Development traffic assignment for the study intersections.

2014 Pre-Development Traffic: The 2014 Pre-Development traffic forecasts were prepared for the study intersections by combining the 2014 Design Hour traffic volumes shown on Figures 1 and 2 with the Other Development traffic values displayed on Figures 5 and 6. Figures 7 and 8 present the 2014 pre-development traffic forecasts at each of the three study intersections.

2014 Post-Development Traffic: Estimated 2014 Pre-Development traffic forecasts prepared for the study intersections, as depicted on Figures 7 and 8, were combined with the site traffic projections highlighted on Figures 3 and 4 to create estimated 2014 Post-Development traffic forecasts for the study intersections. Figures 9 (AM Peak Hour) and 10 (PM Peak Hour) are line diagrams that present the estimated 2014 Post-Development traffic conditions for the study intersections.

MOBILITY ANALYSIS

Capacity analyses of both 2014 Pre and Post-Development traffic conditions were performed for each of the three study intersections utilizing the Synchro and SimTraffic computer models. Levels of Service rankings are similar to the academic grading system, where an "A" is very good with little delay and "F" represents very poor conditions.

The following table summarizes the relationship between delay and Level of Service for an unsignalized intersection:

Level of Service Criteria for Unsignalized Intersections

Level of Service	Total Control Delay (sec/veh)
A	Up to 10.0
B	10.1 to 15.0
C	15.1 to 25.0
D	25.1 to 35.0
E	35.1 to 50.0
F	Greater than 50.0

The result of the capacity analysis is presented in the following table:

Level of Service Summary
2014 Pre and Post-Development Conditions

	2014 Pre-Development				2014 Post-Development			
	AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour	
Intersection/Approach	Delay (sec.)	LOS	Delay (sec.)	LOS	Delay (sec.)	LOS	Delay (sec.)	LOS
1. Washington Ave./ Walnut St./Fox St.								
- Washington Ave. EB	1 sec.	A	2 sec.	A	1 sec.	A	2 sec.	A
- Washington Ave. WB	1 sec.	A	4 sec.	A	4 sec.	A	4 sec.	A
- Walnut St.	13 sec.	B	16 sec.	C	15 sec.	B	17 sec.	C
- Fox St.	11 sec.	B	27 sec.	D	13 sec.	B	27 sec.	D
2. Fox St. @ Anderson St.								
- Anderson St. EB	5 sec.	A	5 sec.	A	5 sec.	A	5 sec.	A
- Anderson St. WB	6 sec.	A	6 sec.	A	6 sec.	A	6 sec.	A
- Fox St. NB	6 sec.	A	7 sec.	A	6 sec.	A	7 sec.	A
- Fox St. SB	6 sec.	A	7 sec.	A	7 sec.	A	7 sec.	A
3. Anderson St. @ Cumberland Ave.								
- Anderson St.	4 sec.	A	3 sec.	A	4 sec.	A	3 sec.	A
- Cumberland Ave. NB	1 sec.	A	1 sec.	A	1 sec.	A	1 sec.	A
- Cumberland Ave. SB	1 sec.	A	1 sec.	A	1 sec.	A	1 sec.	A

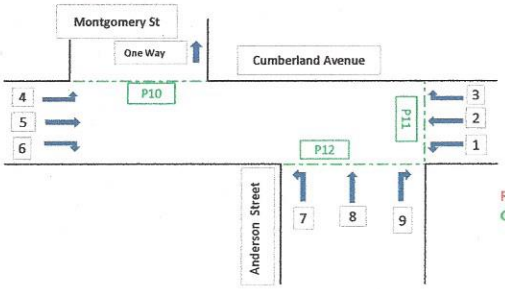
As presented in the chart above, the proposed project has no measurable impact on traffic operations at any of the three study intersections. Each intersection was found to operate at acceptable levels of service under both pre-development and post-development conditions.

SUMMARY

1. The proposed 53-unit apartment complex can be expected to generate a total of 27 vehicle trips during the AM peak hour and a slight increase of 33 trips in the afternoon peak hour. Twenty-two (22) trips during the morning peak hour and 12 trips in the evening peak hour will exit the site and the remaining trips (5 AM trips and 21 PM trips) during both peak time periods will enter the site.
2. MaineDOT's Traffic Safety Bureau's latest three-year safety report for the identified portions of Washington Avenue, Fox Street, and Anderson Street shows that all roadway segments and intersections, with the exception of the Washington Avenue/Fox Street/Walnut Street intersection, experience fewer traffic crashes than the threshold criteria for identification of a high crash location. The noted traffic intersection, based upon the most recent three-year data, meets both of MaineDOT's criteria for identification of a high crash location. A total of 9 vehicle crashes were reported at the intersection during the study time period and the Critical Rate Factor, which compares operations at the intersection with a statewide average for similar locations, exceeds 1.00 at 1.98. Detailed vehicle collision diagrams were prepared for each of the reported 9 vehicle crashes to determine if a correctible pattern of vehicle crash is occurring at the intersection. The detailed analysis identified two crash patterns; four "angle" collisions involving vehicles entering Washington Avenue from Fox Street being struck by motorists traveling eastbound on Washington Avenue. The second pattern involved three crashes that resulted from vehicles approaching Washington Avenue on Walnut Street skidding, during inclement weather, into thru vehicles traveling west on Washington Avenue.
3. It would appear that all modes of transportation would benefit from full traffic signalization of the Washington Avenue/Fox Street/Walnut Street intersection; an abbreviated preliminary assessment of existing travel conditions was conducted and it was determined that prevailing traffic conditions at the noted intersection do not appear to meet the minimum travel conditions required for traffic signalization (Copy of abbreviated traffic signal warrant study is attached as an appendix to the report). The City may want to monitor traffic conditions on an annual basis to determine if prevailing conditions change meeting one or more of the warrants for traffic signalization. This report does identify three improvement strategies that, with implementation, should improve overall safety at the intersection, they include the following:
    - Utilization of an anti-icing agent on the full length of Walnut Street would potentially reduce vehicle skidding problems on Walnut Street.
    - Alternatively, or in conjunction with utilization of the anti-icing agent, the City may want to consider closure of Walnut Street at North Street during periods of severe winter road conditions using a remotely operated flashing "*Street Closed*" beacon placed at the top of the Walnut Street "hill".
    - Replace and/or update existing pedestrian crossing equipment (equipment presently inoperative) at both existing Washington Avenue crosswalks to improve safety of pedestrians crossing "busy" Washington Avenue.
4. The operational analysis conducted for the three study intersections clearly shows that traffic generated by the proposed apartment complex has virtually no impact on traffic operations at any of the three study intersections. Each study intersection was found to operate at acceptable levels of service during both the pre-development and post-development conditions.

5. Pedestrian crosswalk markings and stop bars should be installed at the Anderson Street/Fox Street intersection on all four approaches of the intersection.

INTERSECTION PLAN
WITH NUMBERED MOVEMENTS:



Red = Bicycle Movement
Green = Pedestrian Movement

Portland
Intersection: Cumberland Ave./Anderson St./Montgomery St.
Date: 8/13/14
Day of Week: Wednesday
Weather:
Remarks:

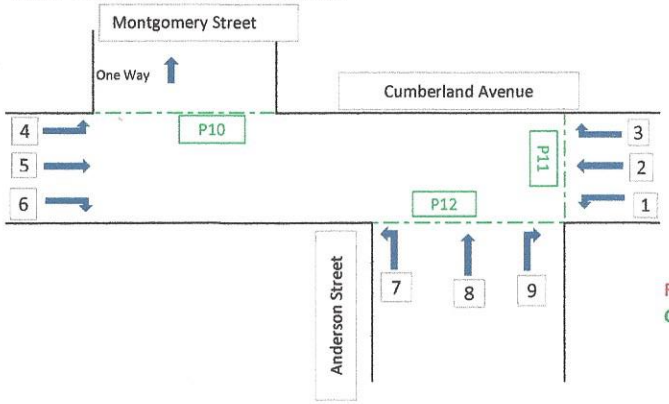
Count Summary Movement

Start	End	1	2	3	4	5	6	7	8	9	10	11	12	Total	P10	P11	P12	C2	C4	C5	C6	C7	C9
7:00	7:15	1	16	0	0	29	0	1	0	3	0	0	0	50	0	0	3	0	1	1	0	0	1
Truck Count		0	1	1	0	1	0	0	0	1	0	0	0	4									
7:15	7:30	0	18	0	0	16	1	2	0	6	0	0	0	43	4	1	4	0	0	0	1	0	0
Truck Count		0	0	0	0	0	1	0	0	0	0	0	0	1									
7:30	7:45	1	13	1	0	25	3	2	0	3	0	0	0	48	4	5	3	0	0	0	0	0	0
Truck Count		0	0	1	0	0	0	0	0	0	0	0	0	1									
7:45	8:00	3	18	1	1	39	0	1	1	3	0	0	0	67	3	3	4	0	0	2	0	0	0
Truck Count		0	0	0	0	0	0	0	0	0	0	0	0	0									
8:00	8:15	4	28	0	1	54	3	1	0	10	0	0	0	101	7	3	5	0	0	0	0	0	0
Truck Count		0	2	0	0	2	0	0	0	0	0	0	0	4									
8:15	8:30	3	23	0	3	55	1	0	0	11	0	0	0	96	8	5	4	1	0	2	0	0	0
Truck Count		0	0	0	0	3	0	1	0	1	0	0	0	5									
8:30	8:45	1	16	0	1	59	1	0	0	10	0	0	0	88	2	0	9	1	1	2	0	1	0
Truck Count		1	3	0	0	1	0	0	0	1	0	0	0	6									
8:45	9:00	2	32	2	0	38	1	3	0	15	0	0	0	93	5	6	3	0	0	0	0	0	0
Truck Count		0	3	0	0	1	0	0	0	0	0	0	0	4									

PEAK HOUR COUNT **TIME:** **8:00** **TO:** **9:00**

11	107	2	5	213	6	5	0	48	0	0	0	397

INTERSECTION PLAN
WITH NUMBERED MOVEMENTS:



Red = Bicycle Movement
Green = Pedestrian Movement

Portland
Intersection: Cumberland Ave/Anderson St/Montgomery St
Date: 8/13/14
Day of Week: Wednesday
Weather:
Remarks:

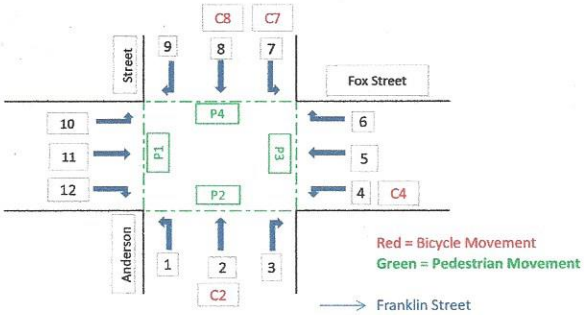
Count Summary Movement

Start	End	1	2	3	4	5	6	7	8	9	10	11	12	Total	P10	P11	P12	C1	C2	C4	C5	C6
3:00	3:15	5	52	0	2	43	1	1	0	11	0	0	0	115	12	7	11	1	1	0	2	0
Truck Count		0	0	0	0	0	0	0	0	0	0	0	0	0								
3:15	3:30	2	46	0	1	38	2	4	0	9	0	0	0	102	10	13	7	0	0	1	0	0
Truck Count		0	1	0	0	0	0	0	0	0	0	0	0	1								
3:30	3:45	4	42	4	1	32	1	1	1	5	0	0	0	91	6	6	7	1	1	0	0	0
Truck Count		1	0	0	1	2	0	0	0	0	0	0	0	4								
3:45	4:00	5	68	2	2	43	3	3	0	13	0	0	0	139	12	5	12	0	0	0	1	0
Truck Count		0	0	0	0	1	0	0	0	0	0	0	0	1								
4:00	4:15	7	40	2	0	28	4	3	0	4	0	0	0	88	3	3	11	0	0	0	0	1
Truck Count		0	0	0	0	1	0	0	0	0	0	0	0	1								
4:15	4:30	5	64	0	1	32	3	3	0	11	0	0	0	119	6	8	7	0	1	0	0	0
Truck Count		0	1	0	0	1	0	0	0	0	0	0	0	2								
4:30	4:45	8	60	2	0	61	2	3	1	11	0	0	0	148	20	3	7	0	1	0	2	0
Truck Count		0	1	0	0	0	0	0	0	0	0	0	0	1								
4:45	5:00	3	67	3	0	60	2	5	1	10	0	0	0	151	10	19	14	0	1	0	1	2
Truck Count		0	2	0	0	2	0	0	0	0	0	0	0	4								
5:00	5:15	2	76	1	3	48	1	1	1	14	0	0	0	147	5	6	2	0	1	0	0	0
Truck Count		0	0	0	0	0	0	0	0	0	0	0	0	0								
5:15	5:30	7	117	4	2	80	4	6	0	13	0	0	0	233	4	2	6	0	1	0	0	0
Truck Count		0	0	0	0	1	0	0	0	0	0	0	0	1								
5:30	5:45	5	89	1	0	46	3	1	0	7	0	0	0	152	3	2	1	0	0	0	0	0
Truck Count		0	0	0	0	0	0	0	0	0	0	0	0	0								
5:45	6:00	2	78	2	1	47	4	3	0	12	0	0	0	149	2	0	2	0	0	0	0	0
Truck Count		0	0	0	0	0	0	0	0	0	0	0	0	0								

PEAK HOUR COUNT **TIME:** 4:30 **TO:** 5:30

20	323	10	5	252	9	15	3	48	0	0	0	685	

INTERSECTION PLAN
WITH NUMBERED MOVEMENTS:



Portland
Intersection: Fox Street/Anderson Street
Date: 8/12/14
Day of Week: Tuesday
Weather:
Remarks:

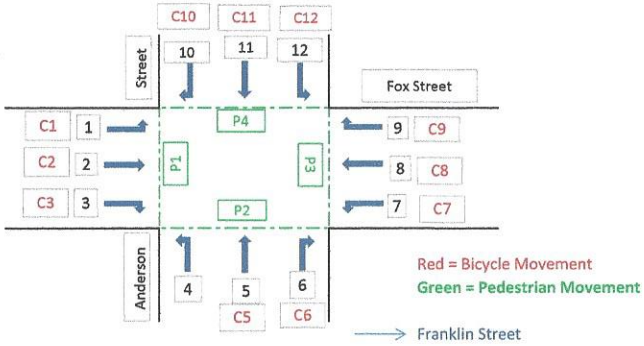
Count Summary Movement

Start	End	1	2	3	4	5	6	7	8	9	10	11	12	Total	P1	P2	P3	P4	C2	C4	C7	C8
7:00	7:15	1	3	8	2	15	3	3	1	0	0	19	6	61	1	1	3	1	0	0	1	0
Truck Count		0	0	1	0	0	0	0	1	0	0	0	0	2								
7:15	7:30	1	1	3	1	12	3	9	3	1	0	25	1	60	1	0	0	2	0	1	0	0
Truck Count		0	0	1	0	0	0	0	0	0	0	0	0	1								
7:30	7:45	6	8	15	1	16	1	7	4	1	0	33	3	95	0	0	0	0	0	0	0	0
Truck Count		0	1	2	0	0	0	0	0	0	0	1	0	4								
7:45	8:00	1	11	17	3	20	7	12	1	0	3	40	1	116	0	0	0	0	0	0	1	0
Truck Count		0	0	0	0	0	0	0	0	0	0	0	0	0								
8:00	8:15	4	9	21	3	18	4	14	2	1	0	39	1	116	4	1	5	3	0	0	1	0
Truck Count		0	0	0	0	0	0	0	0	0	0	0	0	0								
8:15	8:30	2	10	17	6	16	11	14	2	0	0	40	3	121	4	0	0	5	0	0	0	0
Truck Count		0	1	2	0	0	0	0	0	0	0	0	0	3								
8:30	8:45	3	12	35	3	20	8	20	0	1	1	29	2	134	4	3	0	0	1	0	0	0
Truck Count		0	0	2	0	1	0	0	0	0	1	1	0	5								
8:45	9:00	7	21	22	1	21	8	13	6	2	1	32	0	134	0	0	2	1	0	0	1	1
Truck Count		0	0	0	0	1	0	0	0	0	0	0	0	1								

PEAK HOUR COUNT **TIME:** 8:00 **TO:** 9:00

16	53	99	13	77	31	61	10	4	3	141	6	514

INTERSECTION PLAN
WITH NUMBERED MOVEMENTS:



Portland
Intersection: Fox Street/Anderson Street
Date: 8/12/14
Day of Week: Tuesday
Weather:
Remarks:

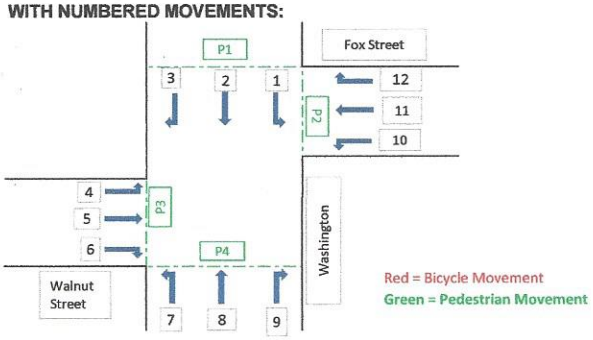
Count Summary Movement

Start	End	1	2	3	4	5	6	7	8	9	10	11	12	Total	P7	P8	P9	P4	C1	C2	C3	C5	C6	C7	C8	C9	C10	C11	C12
3:00	3:15	1	27	2	3	6	14	4	34	12	2	9	12	126	2	0	0	1	2	3	0	1	1	0	2	0	0	0	1
Truck Count		0	0	0	0	0	0	0	0	0	0	0	0	0															
3:15	3:30	0	27	2	11	10	21	8	28	13	1	5	9	135	2	1	2	2	0	0	0	1	1	0	0	0	0	2	4
Truck Count		0	0	0	0	0	1	0	0	0	0	0	0	1															
3:30	3:45	0	28	5	6	9	16	10	31	15	2	7	17	146	0	0	2	2	0	0	0	0	0	0	0	0	0	0	0
Truck Count		0	1	0	0	0	1	0	1	0	0	0	0	3															
3:45	4:00	1	36	3	6	8	13	5	29	18	3	4	10	136	3	2	2	0	0	2	0	0	0	1	1	0	0	0	0
Truck Count		0	1	0	0	0	0	0	0	0	0	0	0	1															
4:00	4:15	3	26	0	6	11	16	9	34	15	1	4	10	135	1	1	0	3	0	0	0	0	1	2	0	0	0	0	0
Truck Count		0	0	0	1	0	1	0	0	0	0	0	0	2															
4:15	4:30	1	26	4	5	14	9	10	41	16	2	5	12	145	0	0	2	2	0	0	0	0	0	1	0	0	0	0	0
Truck Count		0	0	0	0	0	1	0	0	0	0	0	0	1															
4:30	4:45	2	49	2	6	2	10	9	30	23	3	3	14	153	2	0	1	2	0	0	0	0	5	3	2	0	0	1	0
Truck Count		0	0	0	0	0	0	0	0	0	0	0	0	0															
4:45	5:00	3	40	5	4	9	21	8	45	20	3	9	11	178	1	0	3	5	0	0	1	0	2	0	1	0	0	3	0
Truck Count		0	0	0	0	0	0	0	0	0	0	0	0	0															
5:00	5:15	2	34	2	5	6	17	7	38	18	4	2	17	152	2	1	0	3	0	2	1	0	1	0	0	0	1	1	0
Truck Count		0	0	0	0	0	0	0	0	0	0	0	0	0															
5:15	5:30	3	35	1	9	14	22	9	49	18	0	5	17	182	1	1	6	4	0	1	2	0	1	5	0	0	0	0	0
Truck Count		0	0	0	0	0	0	0	0	0	0	0	0	0															
5:30	5:45	1	27	3	5	7	17	8	40	15	5	2	12	142	3	5	1	2	0	1	0	1	1	0	2	1	0	1	0
Truck Count		0	0	0	0	0	1	0	0	0	0	0	0	1															
5:45	6:00	1	30	1	3	9	13	4	46	12	0	0	17	136	3	1	0	6	1	1	0	1	2	1	0	0	0	0	0
Truck Count		0	0	0	0	0	1	0	0	0	0	0	0	1															

PEAK HOUR COUNT **TIME:** **4:30** **TO:** **5:30**

10	158	10	24	31	70	33	162	79	10	19	59	665

INTERSECTION PLAN
WITH NUMBERED MOVEMENTS:



Portland
Intersection: Washington Ave./Fox St./Walnut St.
Date: 8/14/14
Day of Week: Thursday
Weather:
Remarks: Construction

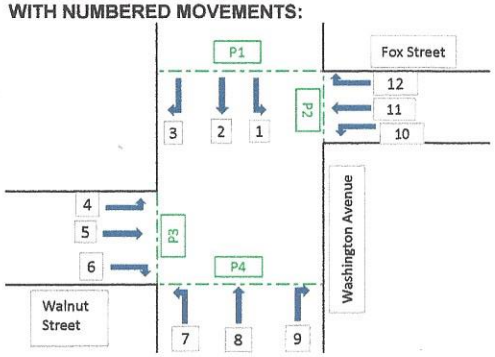
Count Summary Movement

Start	End	1	2	3	4	5	6	7	8	9	10	11	12	Total	P1	P2	P3	P4	C2	C8	C11	C12
7:00	7:15	7	24	1	2	6	3	6	74	1	5	7	5	141	1	1	2	0	0	0	0	0
Truck Count		0	1	0	0	0	0	1	6	0	0	0	0	8								
7:15	7:30	3	26	1	1	10	5	6	78	3	10	10	5	158	0	0	1	0	0	0	0	0
Truck Count		1	2	0	0	0	0	0	4	0	0	0	0	7								
7:30	7:45	9	36	2	4	14	4	2	85	12	1	5	9	183	0	1	0	1	0	0	0	0
Truck Count		0	5	0	1	0	0	0	3	0	0	0	0	9								
7:45	8:00	10	47	2	2	11	6	3	142	8	7	2	11	251	0	4	3	2	0	0	0	0
Truck Count		1	1	0	0	0	0	0	4	0	0	0	0	6								
8:00	8:15	10	39	2	3	11	9	2	159	19	10	4	9	277	4	1	1	1	1	0	0	1
Truck Count		0	3	0	0	0	0	0	1	0	0	0	0	4								
8:15	8:30	19	43	2	5	16	10	4	126	8	8	1	11	253	1	2	3	1	0	0	0	0
Truck Count		0	2	0	1	0	0	1	7	0	0	0	2	13								
8:30	8:45	15	40	2	1	13	2	2	114	9	8	2	15	223	1	0	1	0	0	1	0	0
Truck Count		0	2	0	0	0	0	0	1	1	1	0	0	5								
8:45	9:00	16	60	6	2	21	6	2	117	7	9	2	15	263	0	1	0	0	0	1	1	0
Truck Count		0	2	1	0	0	0	0	5	2	0	0	0	10								

PEAK HOUR COUNT **TIME:** **8:00** **TO:** **9:00**

60	191	13	12	61	27	11	530	46	36	9	52	1,048

INTERSECTION PLAN
WITH NUMBERED MOVEMENTS:



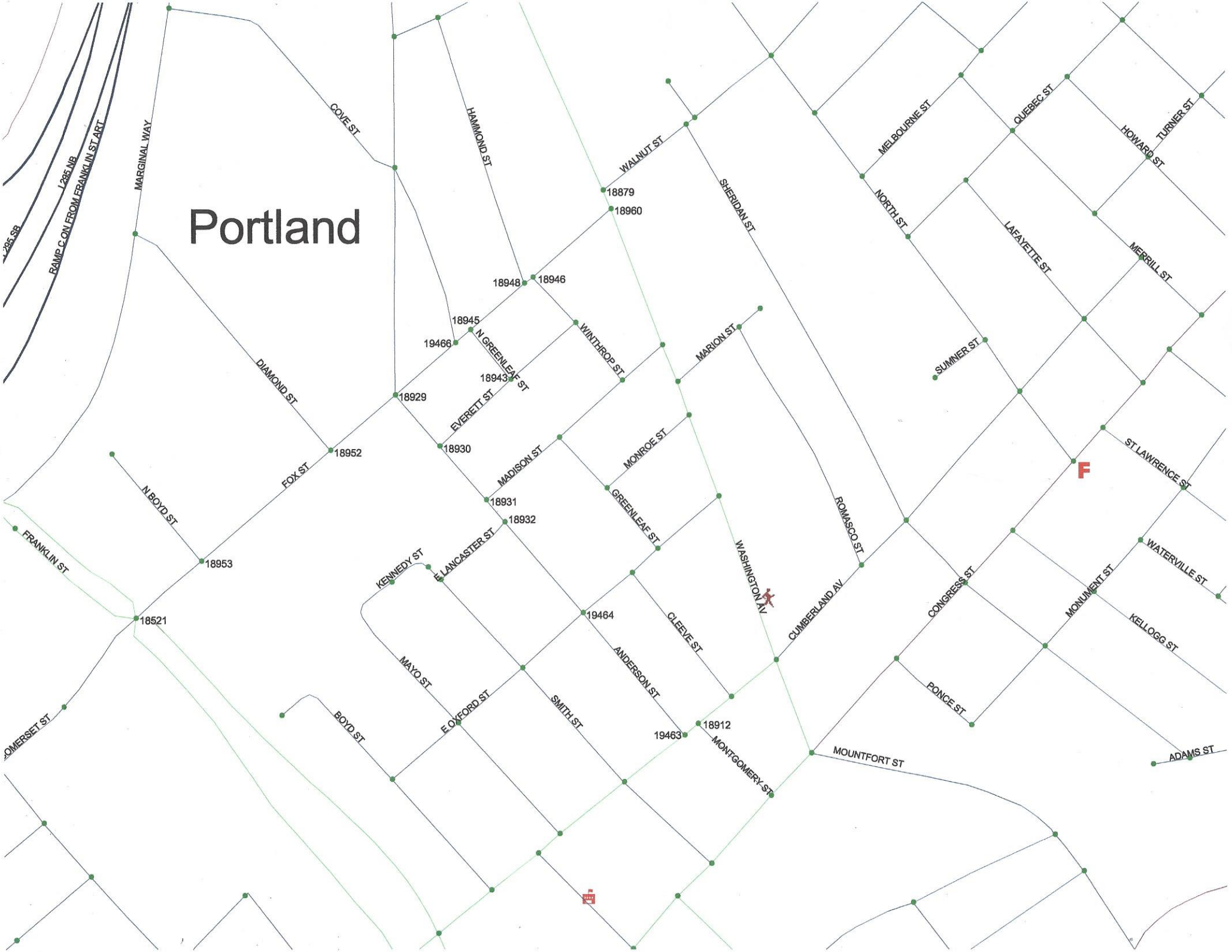
Portland
Intersection: Washington Ave./Fox St./Walnut St.
Date: 8/14/14
Day of Week: Thursday
Weather:
Remarks:

Count Summary Movement

Start	End	1	2	3	4	5	6	7	8	9	10	11	12	Total	P1	P2	P3	P4	C1	C2	C4	C6	C8	C9	C11	C12
3:00	3:15	20	83	4	0	8	3	10	63	19	5	11	10	236	4	1	3	0	0	2	1	0	1	0	1	0
Truck Count		0	0	0	0	0	0	0	2	0	1	0	0	3												
3:15	3:30	14	57	1	4	9	5	4	58	6	11	15	13	197	0	3	2	1	0	0	0	0	1	0	0	0
Truck Count		0	1	0	0	0	0	0	0	0	0	0	0	1												
3:30	3:45	21	110	6	0	13	11	2	66	13	9	22	15	288	3	4	1	0	0	1	1	0	1	0	0	0
Truck Count		0	0	0	1	0	0	0	1	0	0	0	0	2												
3:45	4:00	19	68	3	3	10	0	3	67	8	9	6	8	204	1	4	2	1	0	0	0	0	2	0	0	0
Truck Count		0	0	0	0	1	0	0	0	0	0	0	0	1												
4:00	4:15	36	108	6	0	6	3	5	90	8	15	18	17	312	0	2	0	1	0	1	0	0	0	0	0	0
Truck Count		0	3	0	0	0	0	0	0	0	0	0	0	3												
4:15	4:30	16	104	8	2	15	3	7	76	12	9	17	9	278	1	4	0	0	0	1	0	0	1	0	0	0
Truck Count		0	0	0	0	1	0	0	2	0	0	1	0	4												
4:30	4:45	23	136	7	2	14	11	3	73	19	11	9	16	324	0	3	1	0	0	4	0	0	2	0	0	1
Truck Count		0	0	0	0	0	0	0	0	0	0	0	0	0												
4:45	5:00	16	139	4	2	14	9	7	81	6	5	17	23	323	2	3	1	0	0	3	0	1	4	0	0	0
Truck Count		0	1	0	0	0	0	0	0	0	0	0	0	1												
5:00	5:15	22	148	8	1	7	3	7	83	6	12	19	8	324	2	3	1	0	1	1	0	0	1	0	0	0
Truck Count		0	1	0	0	0	0	0	0	0	0	0	0	1												
5:15	5:30	15	154	7	2	11	1	9	76	12	15	14	11	327	4	9	1	0	0	4	0	0	1	1	1	0
Truck Count		0	0	0	0	0	0	0	0	0	0	0	0	0												
5:30	5:45	30	130	8	5	13	4	5	93	8	9	21	15	341	1	4	0	1	0	2	0	0	1	0	0	0
Truck Count		0	0	0	0	0	0	0	0	0	0	0	0	0												
5:45	6:00	9	84	3	0	9	3	8	75	9	6	14	7	227	3	2	4	1	1	2	0	0	1	0	0	0
Truck Count		0	1	0	0	0	0	0	0	0	0	0	0	1												

PEAK HOUR COUNT **TIME:** 4:30 **TO:** 5:30

76	579	26	7	46	24	26	313	43	43	59	58	1,300


Portland
I-295 SB
I-295 NB
RAMP C ON FROM FRANKLIN ST ART
MARGINAL WAY
COVE ST
HAMMOND ST
WALNUT ST
18879
18960
18948
18946
18945
19466
N GREENLEAF ST
WINTHROP ST
18943
EVERETT ST
18929
DIAMOND ST
18952
FOX ST
18930
MADISON ST
MONROE ST
MARION ST
SHERIDAN ST
18931
18932
GREENLEAF ST
N BOYD ST
FRANKLIN ST
18953
KENNEDY ST
E LANCASTER ST
WASHINGTON AV
ROMASCO ST
CUMBERLAND AV
18521
19464
CLEEVE ST
ANDERSON ST
MAYO ST
E OXFORD ST
SMITH ST
BOYD ST
19463
18912
MONTGOMERY ST
MOUNTFORT ST
PONCE ST
CONGRESS ST
MONUMENT ST
KELLOGG ST
WATERVILLE ST
ADAMS ST
ST LAWRENCE ST
SUMNER ST
NORTH ST
LAFAYETTE ST
MERRILL ST
HOWARD ST
TURNER ST
QUEBEC ST
MELBOURNE ST
F

Maine Department Of Transportation - Traffic Engineering, Crash Records Section

Crash Summary Report

Report Selections and Input Parameters

REPORT SELECTIONS

☑ Crash Summary I	☐ Section Detail	☑ Crash Summary II	☐ 1320 Public	☐ 1320 Private	☐ 1320 Summary

REPORT DESCRIPTION

#1

REPORT PARAMETERS

Year 2011, Start Month 1 through Year 2013 End Month: 12

Route: **0560293**	Start Node: **18521**	Start Offset: **0**	☐ **Exclude First Node**
	End Node: **18960**	End Offset: **0**	☐ **Exclude Last Node**
Route: **0026X**	Start Node: **18960**	Start Offset: **0**	☑ **Exclude First Node**
	End Node: **18879**	End Offset: **0**	☐ **Exclude Last Node**

Crash Summary I

Nodes

Node	Route - MP	Node Description	U/R	Total Crashes	Injury Crashes K	A	B	C	PD	Percent Injury	Annual M Ent-Veh	Crash Rate	Critical Rate	CRF
18521	0560293 - 0	Int of FOX ST FRANKLIN ST	9	20	0	0	2	8	10	50.0	11.697	0.57	0.99	0.00
												Statewide Crash Rate:	0.65	
18953	0560293 - 0.06	0509373 POR,N.BOYD,FOX ST.	2	3	0	0	0	0	3	0.0	2.209	0.45	0.44	1.03
												Statewide Crash Rate:	0.14	
18952	0560293 - 0.16	0509372 POR,FOX,DIAMOND ST.	2	1	0	0	0	0	1	0.0	2.178	0.15	0.44	0.00
												Statewide Crash Rate:	0.14	
18929	0560293 - 0.21	0509349 POR,ANDERSON,FOX ST.	2	2	0	0	0	0	2	0.0	1.996	0.33	0.45	0.00
												Statewide Crash Rate:	0.14	
19466	0560293 - 0.25	0509888 POR,FOX STREET,COVE STREET	2	0	0	0	0	0	0	0.0	1.531	0.00	0.48	0.00
												Statewide Crash Rate:	0.14	
18945	0560293 - 0.26	0509365 POR,FOX,N.GREENLEAF ST.	2	2	0	0	0	1	0	100.0	1.381	0.48	0.49	0.00
												Statewide Crash Rate:	0.14	
A18948	0560293 - 0.30	0509368 POR,FOX,HAMMOND ST.	2	0	0	0	0	0	0	0.0	0.000	0.00	0.00	0.00
												Statewide Crash Rate:	0.14	
P18946	0560293 - 0.31	0509366 POR,FOX,WINTHROP ST.	2	2	0	0	0	0	2	0.0	1.248	0.53	0.50	1.06
												Statewide Crash Rate:	0.14	
A18960	0560293 - 0.36	Int of FOX ST WASHINGTON AV	2	0	0	0	0	0	0	0.0	0.000	0.00	0.00	0.00
												Statewide Crash Rate:	0.14	
P18879	0026X - 0.28	Int of WALNUT ST, WASHINGTON AV	2	9	0	0	0	2	7	22.2	4.034	0.74	0.38	1.98
												Statewide Crash Rate:	0.14	
Study Years: 3.00		**NODE TOTALS:**		39	0	0	2	11	25	33.3	26.274	0.49	0.54	0.92

Crash Summary I

Sections

Start Node	End Node	Element	Offset Begin - End	Route - MP	Section Length	U/R	Total Crashes	Injury Crashes K	A	B	C	PD	Percent Injury	Annual HMVM	Crash Rate	Critical Rate	CRF
18521	18953	194034	0 - 0.06	0560293 - 0	0.06	2	0	0	0	0	0	0	0.0	0.00138	0.00	971.45	0.00
Int of FOX ST FRANKLIN ST				RD INV 05 60293											Statewide Crash Rate: 346.84		
18952	18953	194637	0 - 0.10	0560293 - 0.06	0.10	2	0	0	0	0	0	0	0.0	0.00201	0.00	881.52	0.00
0509372 POR,FOX,DIAMOND ST.				RD INV 05 60293											Statewide Crash Rate: 346.84		
18929	18952	194603	0 - 0.05	0560293 - 0.16	0.05	2	0	0	0	0	0	0	0.0	0.00097	0.00	1064.25	0.00
0509349 POR,ANDERSON,FOX ST.				RD INV 05 60293											Statewide Crash Rate: 346.84		
18929	19466	194604	0 - 0.04	0560293 - 0.21	0.04	2	0	0	0	0	0	0	0.0	0.00061	0.00	1195.29	0.00
0509349 POR,ANDERSON,FOX ST.				RD INV 05 60293											Statewide Crash Rate: 346.84		
18945	19466	194628	0 - 0.01	0560293 - 0.25	0.01	2	0	0	0	0	0	0	0.0	0.00015	0.00	1497.37	0.00
0509365 POR,FOX,N.GREENLEAF ST.				RD INV 05 60293											Statewide Crash Rate: 346.84		
18945	18948	194627	0 - 0.04	0560293 - 0.26	0.04	2	1	0	0	0	0	1	0.0	0.00049	681.12	1258.33	0.00
0509365 POR,FOX,N.GREENLEAF ST.				RD INV 05 60293											Statewide Crash Rate: 346.84		
18946	18948	194629	0 - 0.01	0560293 - 0.30	0.01	2	0	0	0	0	0	0	0.0	0.00012	0.00	1483.19	0.00
0509366 POR,FOX,WINTHROP ST.				RD INV 05 60293											Statewide Crash Rate: 346.84		
18946	18960	194630	0 - 0.05	0560293 - 0.31	0.05	2	1	0	0	0	0	1	0.0	0.00058	575.63	1210.04	0.00
0509366 POR,FOX,WINTHROP ST.				RD INV 05 60293											Statewide Crash Rate: 346.84		
18879	18960	3123723	0 - 0.01	0026X - 0.27	0.01	2	0	0	0	0	0	0	0.0	0.00036	0.00	793.55	0.00
Int of WALNUT ST, WASHINGTON AV				ST RTE 26											Statewide Crash Rate: 186.16		
Study Years: 3.00				**Section Totals:**	0.37		2	0	0	0	0	2	0.0	0.00666	100.05	648.35	0.15
				Grand Totals:	0.37		41	0	0	2	11	27	31.7	0.00666	2050.99	796.08	2.58

Maine Department Of Transportation - Traffic Engineering, Crash Records Section

Crash Summary Report

Report Selections and Input Parameters

REPORT SELECTIONS

☑ Crash Summary I ☐ Section Detail ☑ Crash Summary II ☐ 1320 Public ☐ 1320 Private ☐ 1320 Summary

REPORT DESCRIPTION

#3

REPORT PARAMETERS

Year 2011, Start Month 1 through Year 2013 End Month: 12

Route: **0560847**	Start Node: **18929**	Start Offset: **0**	☑ **Exclude First Node**
	End Node: **19463**	End Offset: **0**	☐ **Exclude Last Node**
Route: **0561238**	Start Node: **19463**	Start Offset: **0**	☑ **Exclude First Node**
	End Node: **18912**	End Offset: **0**	☑ **Exclude Last Node**

Crash Summary I

Nodes

Node	Route - MP	Node Description	U/R	Total Crashes	Injury Crashes K	A	B	C	PD	Percent Injury	Annual M Ent-Veh	Crash Rate	Critical Rate	CRF
18930	0560847 - 0.53	0509350 POR,ANDERSON,EVERETT ST.	2	0	0	0	0	0	0	0.0	0.159	0.00 Statewide Crash Rate:	0.49 0.14	0.00
18931	0560847 - 0.56	0509351 POR,ANDERSON,MADISON ST.	2	1	0	0	0	1	0	100.0	0.153	2.18 Statewide Crash Rate:	0.47 0.14	4.63
18932	0560847 - 0.59	0509352 POR,E.LANCASTER,ANDERSON ST.	2	0	0	0	0	0	0	0.0	0.133	0.00 Statewide Crash Rate:	0.41 0.14	0.00
19464	0560847 - 0.65	0509886 POR,ANDERSON ST,E.OXFORD STR.	2	1	0	0	0	0	1	0.0	0.164	2.03 Statewide Crash Rate:	0.50 0.14	4.09
19463	0560847 - 0.74	Int of ANDERSON ST CUMBERLAND AV	2	2	0	0	0	0	2	0.0	2.068	0.32 Statewide Crash Rate:	0.45 0.14	0.00
Study Years:	3.00	**NODE TOTALS:**		4	0	0	0	1	3	25.0	2.677	0.50	0.42	1.19

Crash Summary I

Sections

Start Node	End Node	Element	Offset Begin - End	Route - MP	Section Length	U/R	Total Crashes	Injury Crashes K	A	B	C	PD	Percent Injury	Annual HMVM	Crash Rate	Critical Rate	CRF
18929	18930	194602	0 - 0.04	0560847 - 0.49	0.04	2	1	0	0	0	0	1	0.0	0.00006	5272.76	1194.07	4.42
0509349 POR,ANDERSON,FOX ST.				RD INV 05 60847											Statewide Crash Rate: 346.84		
18930	18931	194605	0 - 0.03	0560847 - 0.53	0.03	2	0	0	0	0	0	0	0.0	0.00004	0.00	682.58	0.00
0509350 POR,ANDERSON,EVERETT ST.				RD INV 05 60847											Statewide Crash Rate: 346.84		
18931	18932	194607	0 - 0.03	0560847 - 0.56	0.03	2	0	0	0	0	0	0	0.0	0.00004	0.00	441.48	0.00
0509351 POR,ANDERSON,MADISON ST.				RD INV 05 60847											Statewide Crash Rate: 346.84		
18932	19464	194609	0 - 0.06	0560847 - 0.59	0.06	2	4	0	0	1	0	3	25.0	0.00007	19896.34	1243.30	16.00
0509352 POR,E.LANCASTER,ANDERSON ST.				RD INV 05 60847											Statewide Crash Rate: 346.84		
19463	19464	195146	0 - 0.09	0560847 - 0.65	0.09	2	4	0	0	0	0	2	0.0	0.00008	15854.90	1385.36	11.44
Int of ANDERSON ST CUMBERLAND AV				RD INV 05 60847											Statewide Crash Rate: 346.84		
18912	19463	194577	0 - 0.01	0561238 - 0.98	0.01	2	0	0	0	0	0	0	0.0	0.00020	0.00	785.75	0.00
Int of CUMBERLAND AV, MONTGOMERY ST				RD INV 05 61238											Statewide Crash Rate: 186.16		
Study Years: 3.00				**Section Totals:**	0.26		9	0	0	1	0	6	11.1	0.00049	6102.75	1070.96	5.70
				Grand Totals:	0.26		13	0	0	1	1	9	15.4	0.00049	8815.08	1357.90	6.49

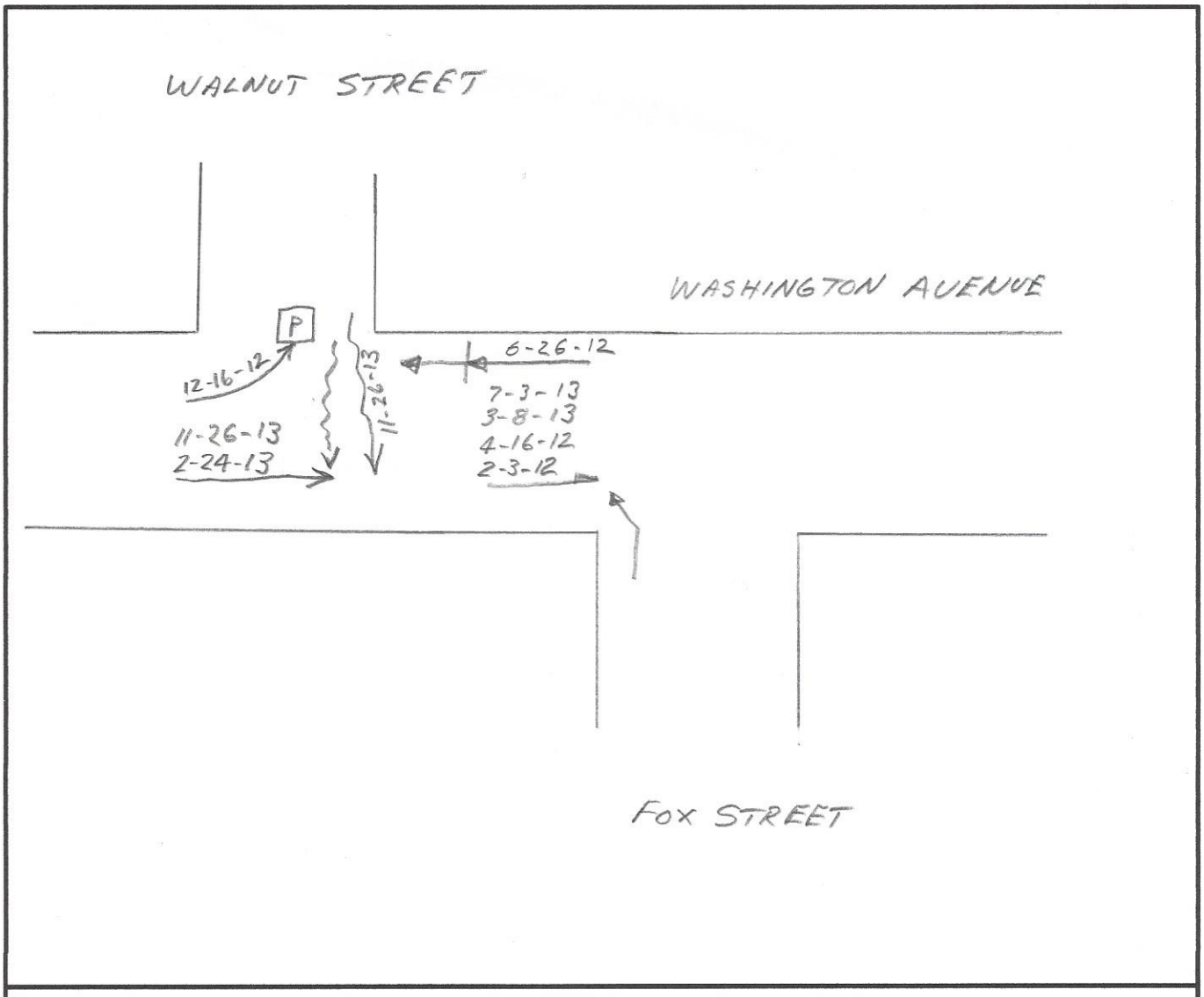
COLLISION DIAGRAM

SHEET 1 OF 2

LOCATION WASHINGTON AVE. / WALNUT ST. / FOX ST.

TOWN PORTLAND NODE NO(S) P18879

YEARS REVIEWED 2011-2014 DATE PREPARED 8-23-2014



CRITICAL RATE FACTOR _____ EQUIV. PROP. DAMAGE ACC/YEAR _____ ACC/MEV _____

LIGHT
1. DAWN (MORNING) 2. DAYLIGHT 3. DUSK (EVENING)
4. DARK (ST. LIGHTS ON) 5. DARK (NO ST. LIGHTS) 6. DARK (ST. LIGHTS OFF)
7. OTHER

ROAD SURFACE
1. DRY 2. WET 3. SNOW/SLUSH–SANDED
4. ICE/PACKED SNOW–SANDED 5. MUDDY 6. DEBRIS
7. OILY 8. SNOW/SLUSH–NOT SANDED 9. ICE–PKD. SNOW–NOT SANDED
10. OTHER

APPARENT CONTRIBUTING FACTORS – HUMAN
1. NO IMPROPER ACTION 2. FAIL TO YLD. RIGHT OF WAY 3. ILLEGAL UNSAFE SPEED
4. FOLLOW TOO CLOSE 5. DISREGARD TRAFFIC CONTROL DEVICE
6. DRIVING LEFT OF CENTER–NO PASSING 7. IMPROPER PASS–OVERTAKING
8. IMP. UNSAFE LANE CHANGE 9. IMP. PARKING START/STOP 10. IMPROPER TURN
11. UNSAFE BACKING 12. NO SIGNAL OR IMP. SIGNAL 13. IMPEDING TRAFFIC
14. DRIVER INATTENTION–DISTRACTION 15. DRIVER INEXPERIENCE
16. PEDEST. VIOLATION ERROR 17. PHYSICAL IMPAIRMENT 18. VISION OBSCURED–WINDSHIELD GLASS
19. VISION OBSCURED–SUN/HEADLIGHTS
20. OTHER VISION OBSCUREMENT 30. OTHER HUMAN VIOLATION FACTOR
31. HIT AND RUN 51. UNKNOWN

– VEHICULAR
41. DEFECTIVE BRAKES 42. DEFECTIVE TIRE/FAILURE 43. DEFECTIVE LIGHTS
44. DEFECTIVE SUSPENSION OR FACTOR 45. DEFECTIVE STEERING 50. OTHER VEHICLE DEFECT
51. UNKNOWN

SYMBOLS

ANGLE	→	PEDESTRIAN	→ P	FATAL ACCIDENT	●
BACKING	⇤	REAR END	→|		
FIXED OBJECT	→□	SIDE SWIPE	⇉	VEHICLE (MOVING)	→
HEAD ON	→←	TURNING MOVE	↱	BICYCLE	- - B
OVERTURN	→○	CHANGE LANE	⇗	ANIMAL	- - A
PARKED VEHICLE	▨	OUT OF CONTROL	⇝	SLED	- - S

WEATHER
C = CLEAR F = FOG R = RAIN
SL = SLEET S = SNOW CL = CLOUDY
XW = CROSS WINDS

INJURIES
K = FATAL B = NON–INCAPACITATING
A = INCAPACITATING C = POSSIBLE INJURY

S:/SHEETS/COLLISION DIAGRAM.DWG

COLLISION DIAGRAM

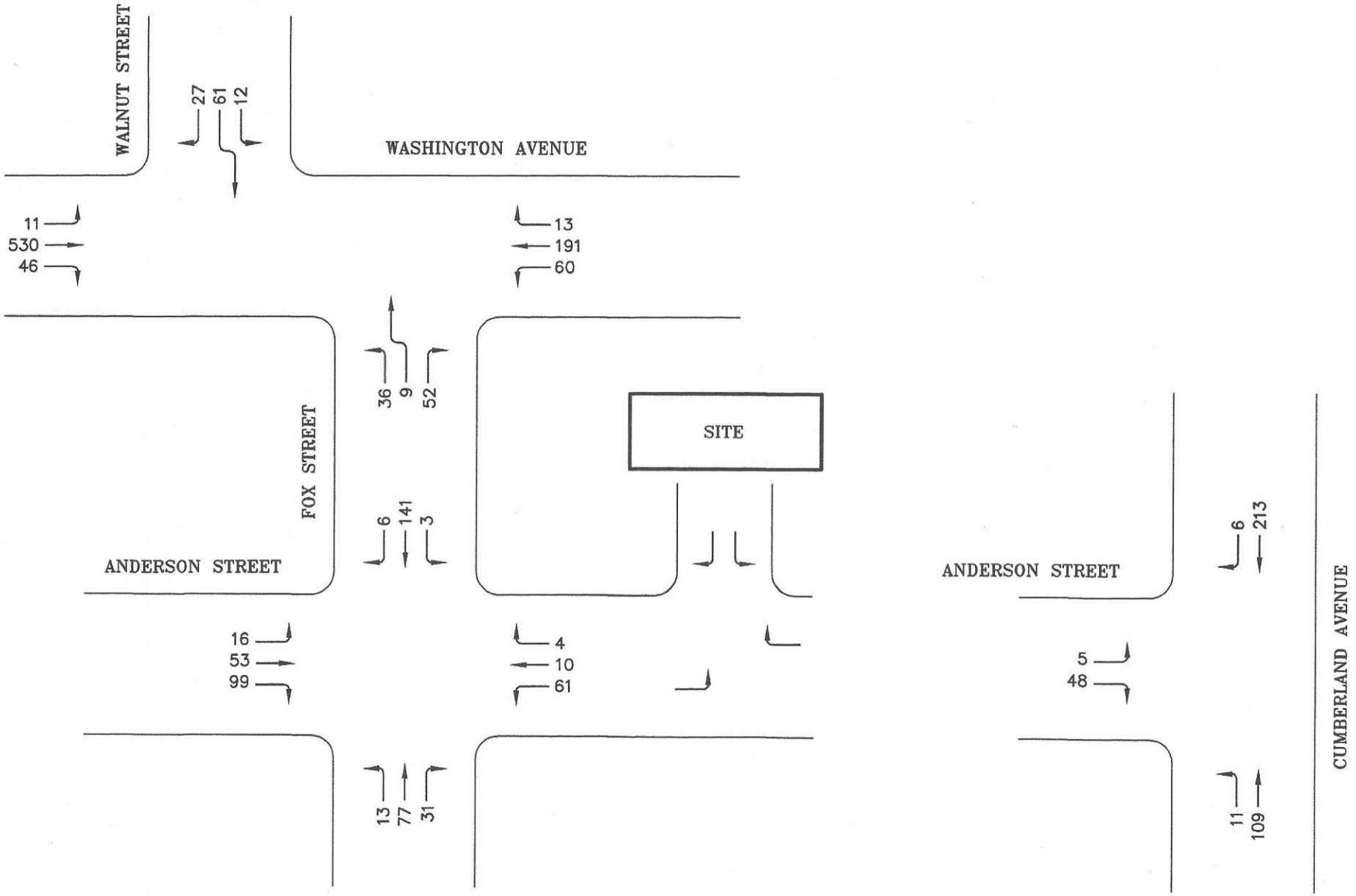
SHEET 2 OF 2

LOCATION WASHINGTON AVE. / WALNUT ST. / FOX ST.

TOWN PORTLAND NODE NO(S) P19879

YEARS REVIEWED 2011 - 2014 DATE PREPARED 8-23-2014

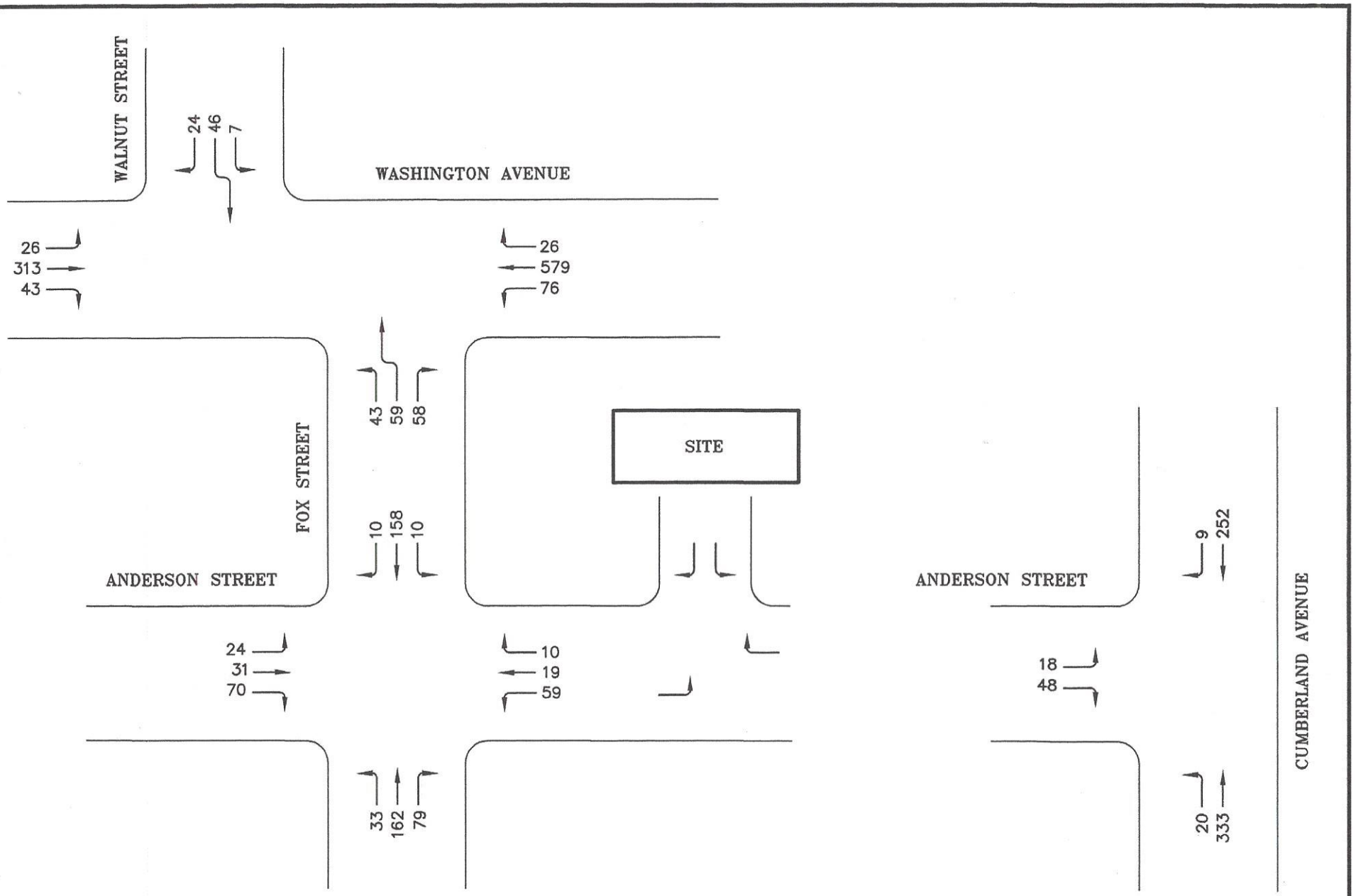
REPORT NO.	DATE	TIME	INJURIES K	A	B	C	LIGHT	ROAD SURFACE	ACF	OTHER
12-315	2/3/12	6:06					1	1	2	
12-000883	4/16/12	11:11					2	1	2	
12-001534	6/26/12	13:38				1	2	1	4	Ped in xwalk
12-003182	12/16/12	20:04			1		4	1		
13-684	2/24/13	13:59					2	8	Roadway	Cond.'tions
13-843	3/8/13	17:01					2	1	2	
13-001902	7/3/13	15:30					2	1	2	
13-003402	11/26/13	7:31					2	Ice/frost	Roadway	Cond.'tions
13-003403	11/26/13	7:30					2	Ice/frost	Roadway	Cond.'tions



2014 DESIGN HOUR TRAFFIC
AM PEAK HOUR
FIGURE 1

E:\LAND PROJECTS\34000\344399 TRAFFIC SOLUTIONS\89 ANDERSON ST\PLANSET\89 ANDERSON STREET.DWG

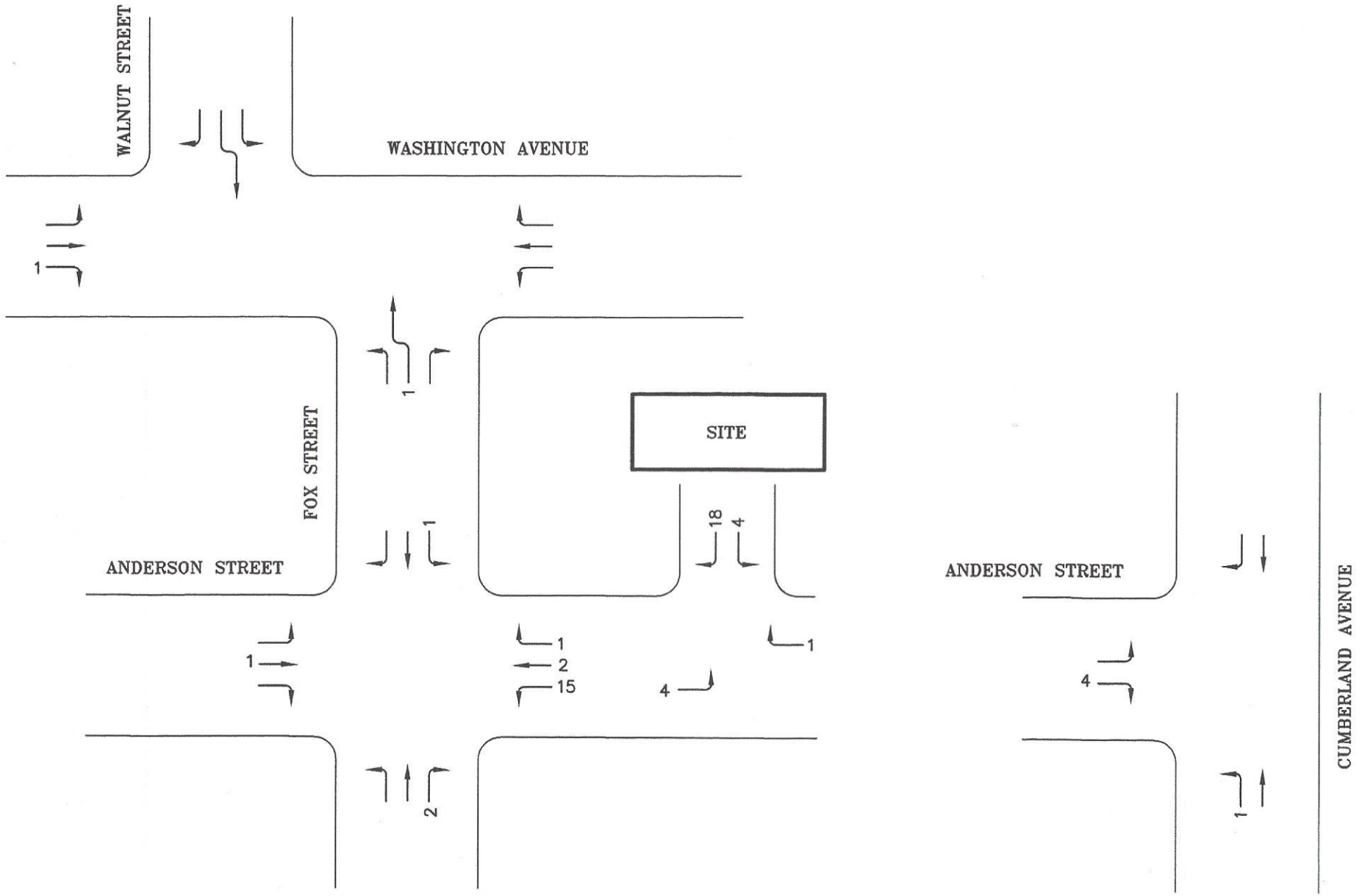
Project Name and Location: 89 ANDERSON STREET APARTMENTS, PORTLAND, MAINE	TRAFFIC SOLUTIONS, 235 BANCROFT STREET, PORTLAND, MAINE 04102-1730
DATE: AUGUST 18, 2014	FIGURE: 1



2014 DESIGN HOUR TRAFFIC
PM PEAK HOUR
FIGURE 2

E:\LAND PROJECTS\34000\344399 TRAFFIC SOLUTIONS\89 ANDERSON ST\PLANSET\89 ANDERSON STREET.DWG

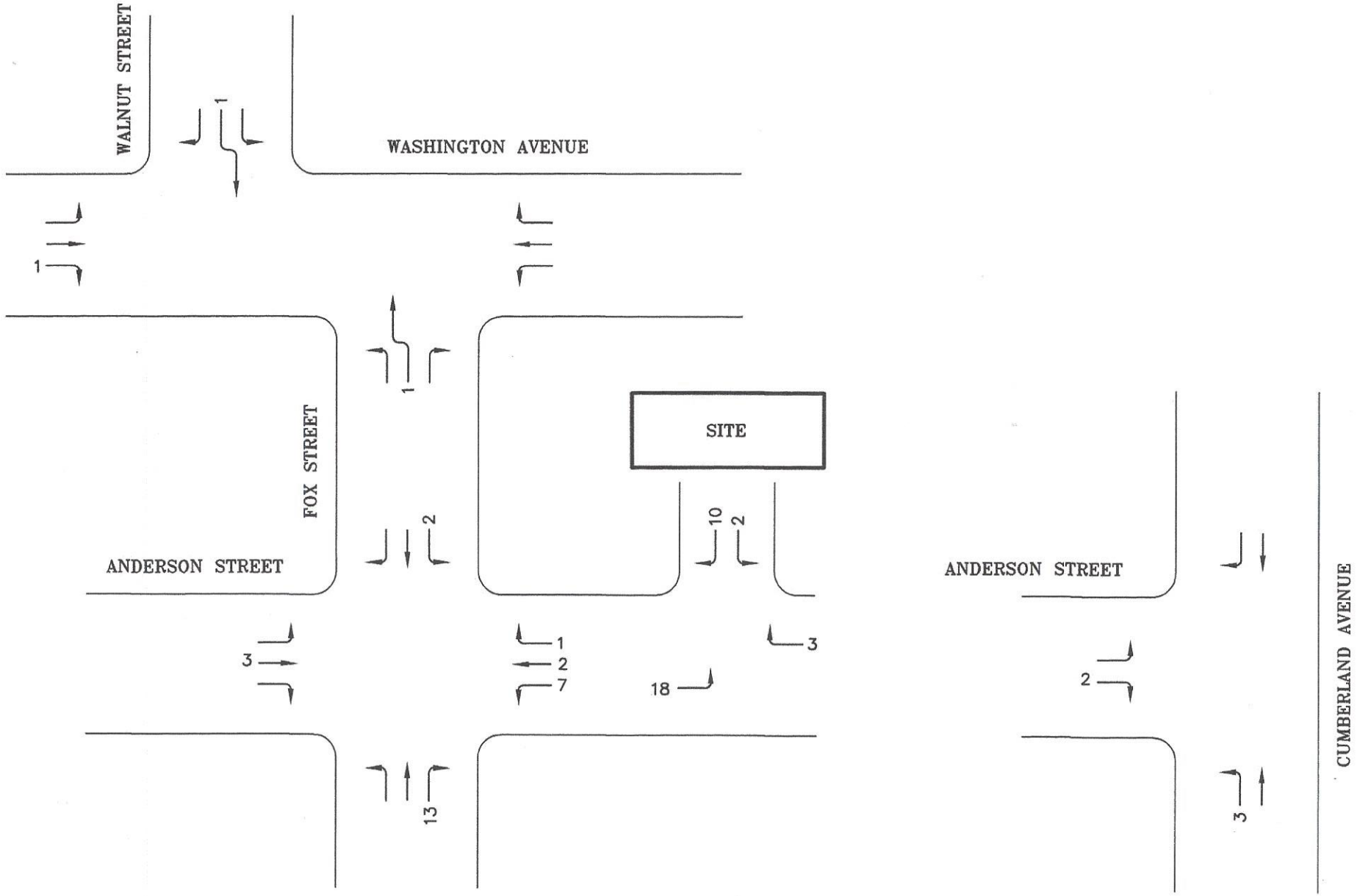
Project Name and Location: 89 ANDERSON STREET APARTMENTS, PORTLAND, MAINE	TRAFFIC SOLUTIONS, 235 BANCROFT STREET, PORTLAND, MAINE 04102-1730
DATE: AUGUST 18, 2014	FIGURE: 2



SITE TRAFFIC ASSIGNMENTS
AM PEAK HOUR
FIGURE 3

E:\LAND PROJECTS\34000\344399 TRAFFIC SOLUTIONS\89 ANDERSON ST\PLANSET\89 ANDERSON STREET.DWG

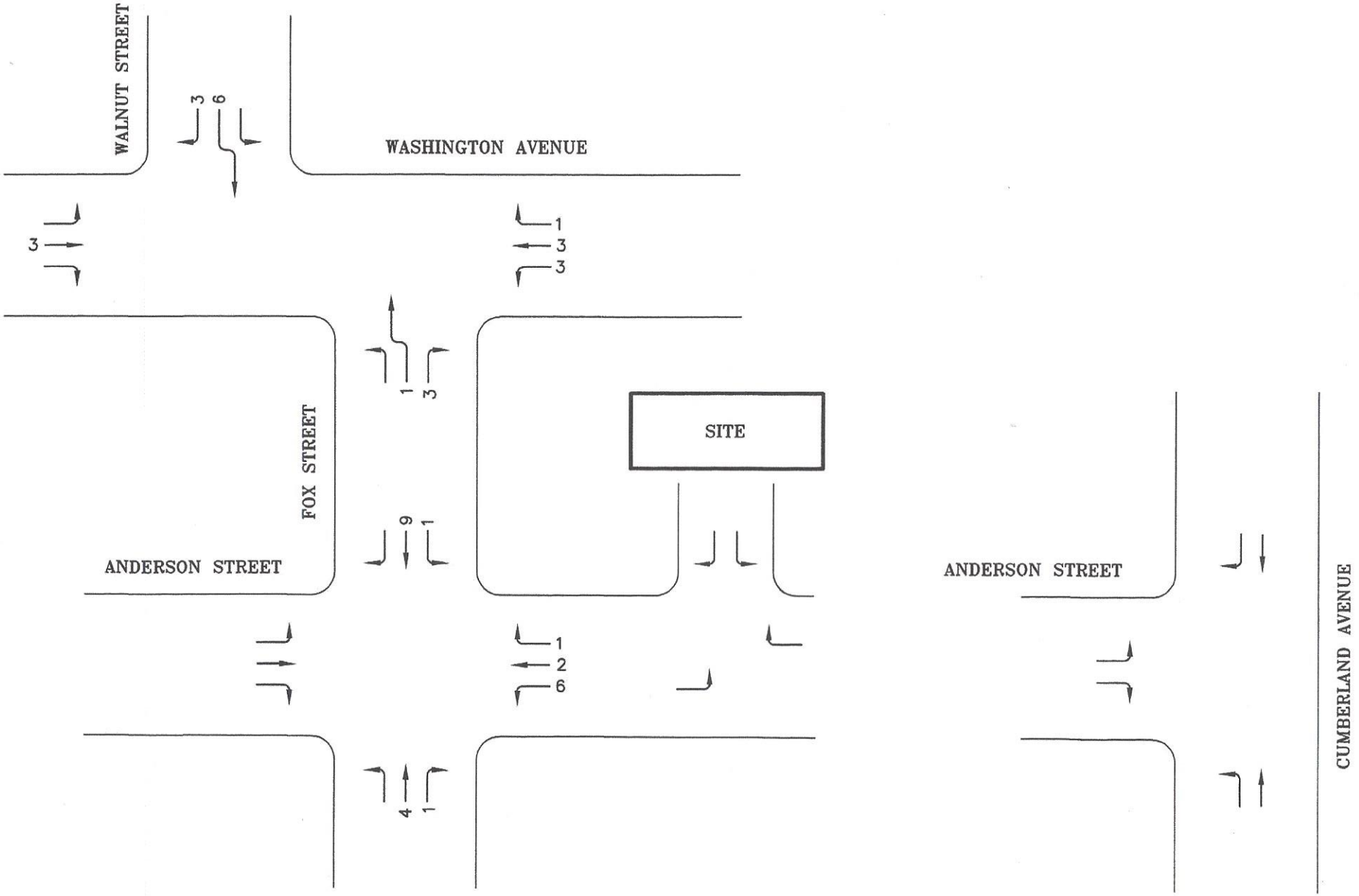
Project Name and Location: 89 ANDERSON STREET APARTMENTS, PORTLAND, MAINE	TRAFFIC SOLUTIONS
DATE: AUGUST 18, 2014 FIGURE: 3	235 BANCROFT STREET, PORTLAND, MAINE 04102-1730



SITE TRAFFIC ASSIGNMENTS
PM PEAK HOUR
FIGURE 4

E:\LAND PROJECTS\34000\344399 TRAFFIC SOLUTIONS\89 ANDERSON ST\PLANSET\89 ANDERSON STREET.DWG

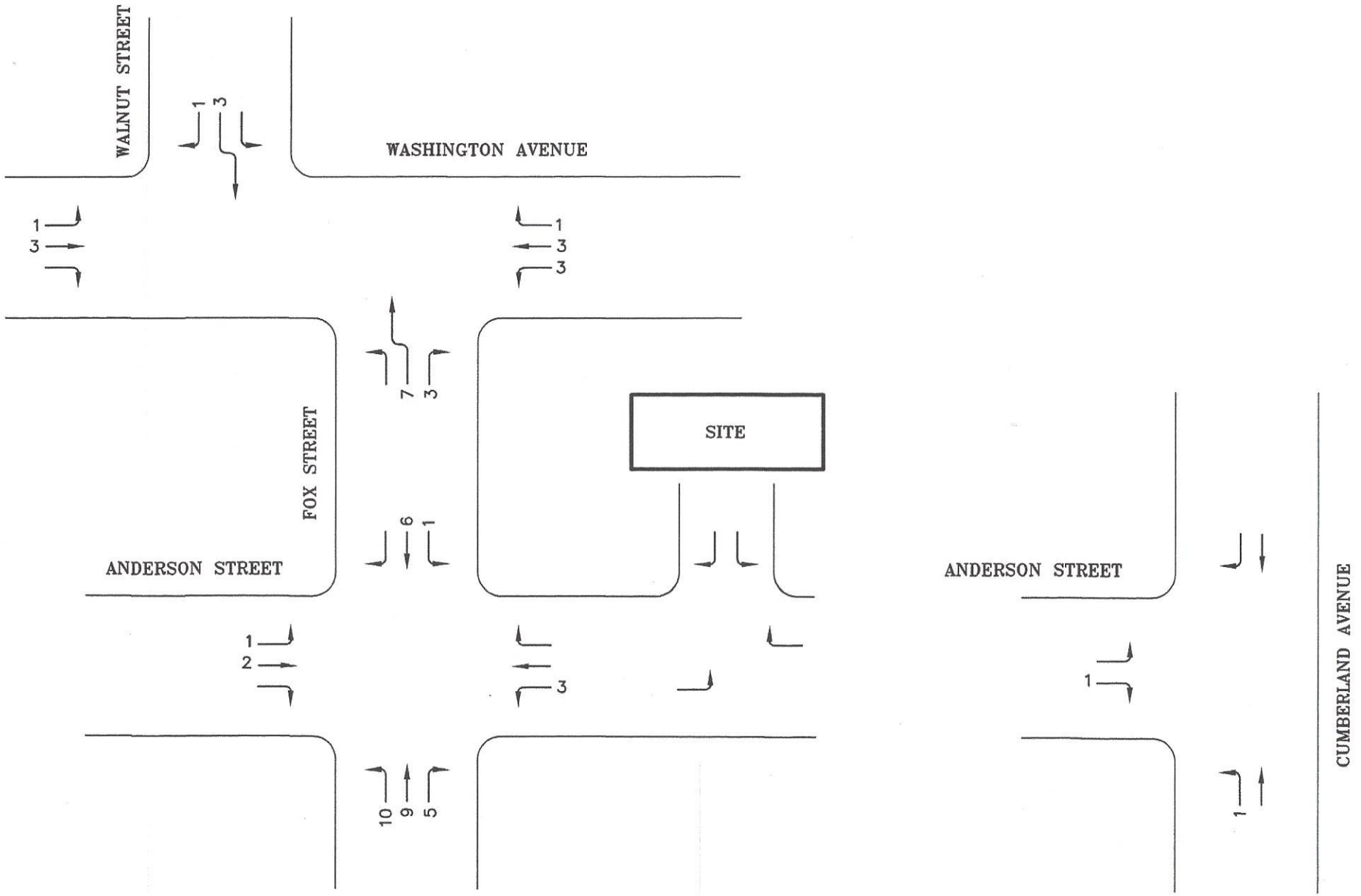
Project Name and Location: 89 ANDERSON STREET APARTMENTS, PORTLAND, MAINE	TRAFFIC SOLUTIONS
DATE: AUGUST 18, 2014 FIGURE: 4	235 BANCROFT STREET, PORTLAND, MAINE 04102-1730



OTHER DEVELOPMENT TRAFFIC
AM PEAK HOUR
FIGURE 5

E:\LAND PROJECTS\34000\344399 TRAFFIC SOLUTIONS\89 ANDERSON ST\PLANSET\89 ANDERSON STREET.DWG

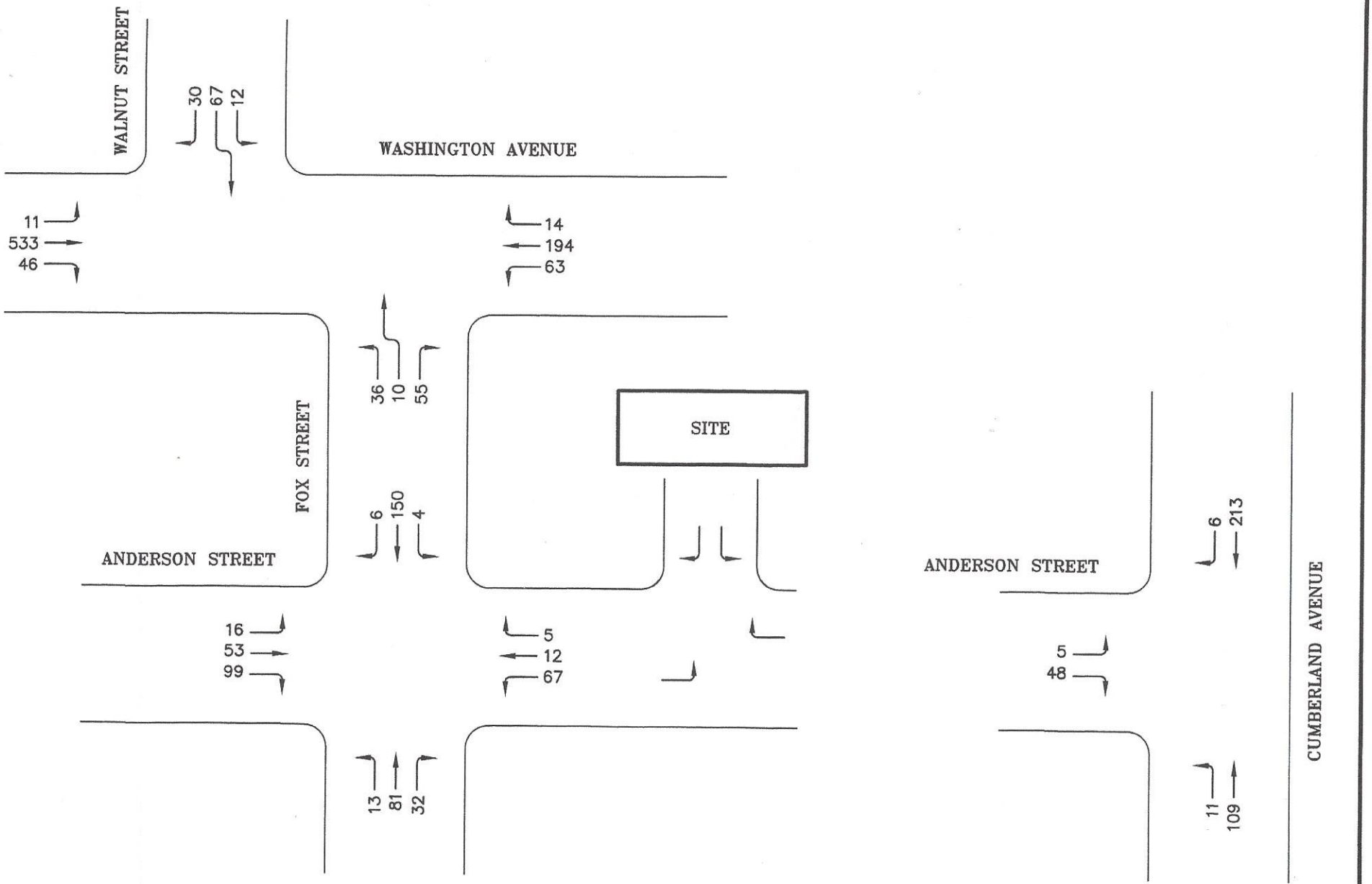
Project Name and Location: 89 ANDERSON STREET APARTMENTS, PORTLAND, MAINE	TRAFFIC SOLUTIONS
DATE: AUGUST 18, 2014 FIGURE: 5	235 BANCROFT STREET, PORTLAND, MAINE 04102-1730



OTHER DEVELOPMENT TRAFFIC
PM PEAK HOUR
FIGURE 6

E:\LAND PROJECTS\34000\344399 TRAFFIC SOLUTIONS\89 ANDERSON ST\PLANSET\89 ANDERSON STREET.DWG

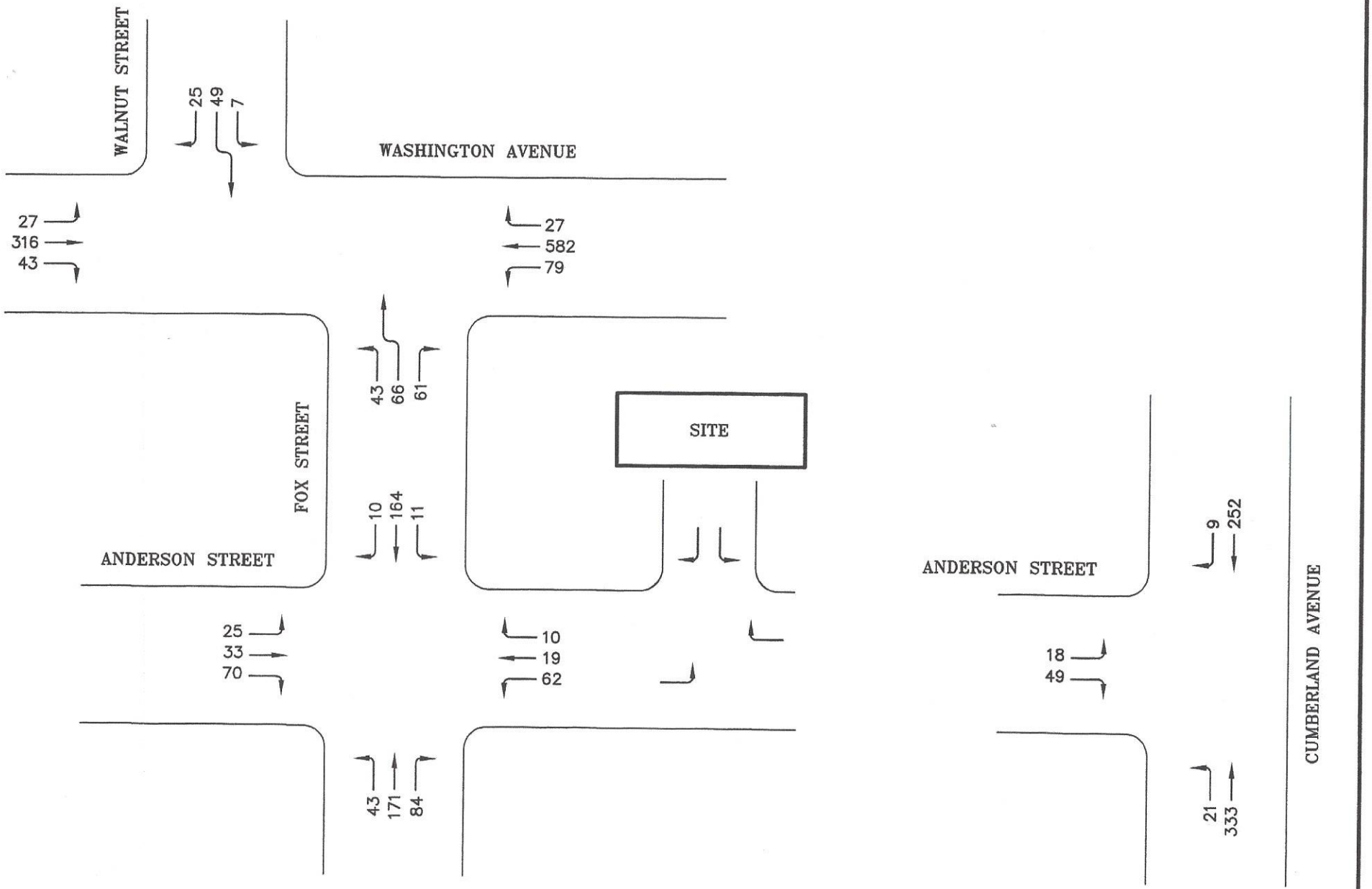
89 ANDERSON STREET APARTMENTS PORTLAND, MAINE	TRAFFIC SOLUTIONS 235 BANCROFT STREET, PORTLAND, MAINE 04102-1730
DATE: AUGUST 18, 2014	FIGURE: 6



2014 PRE-DEVELOPMENT TRAFFIC
AM PEAK HOUR
FIGURE 7

E:\LAND PROJECTS\34000\344399 TRAFFIC SOLUTIONS\89 ANDERSON ST\PLANSET\89 ANDERSON STREET.DWG

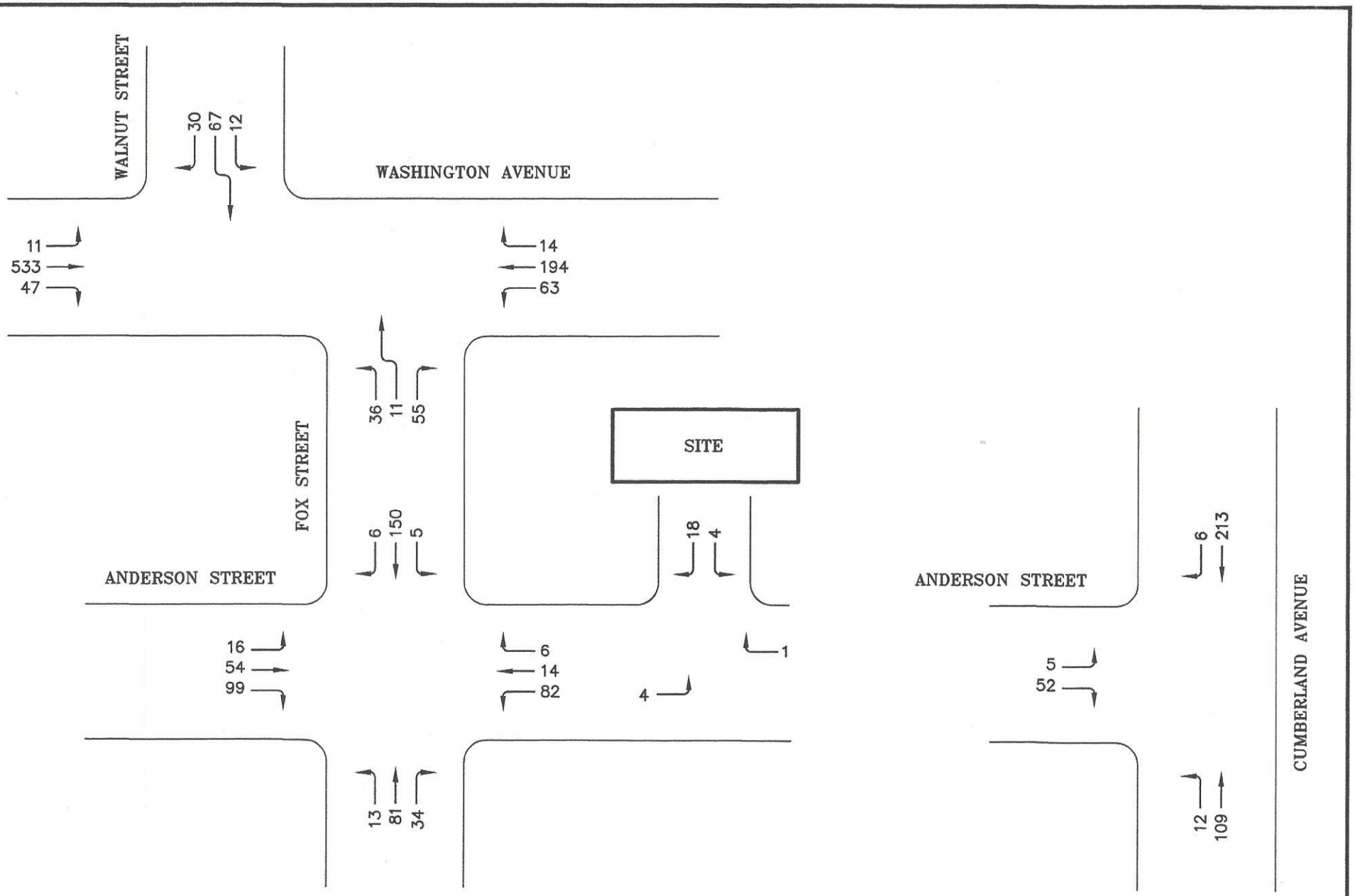
Project Name and Location: 89 ANDERSON STREET APARTMENTS, PORTLAND, MAINE	TRAFFIC SOLUTIONS
DATE: AUGUST 18, 2014	FIGURE: 7
	235 BANCROFT STREET, PORTLAND, MAINE 04102-1730



2014 PRE-DEVELOPMENT TRAFFIC
PM PEAK HOUR
FIGURE 8

E:\LAND PROJECTS\34000\344399 TRAFFIC SOLUTIONS\89 ANDERSON ST\PLANSET\89 ANDERSON STREET.DWG

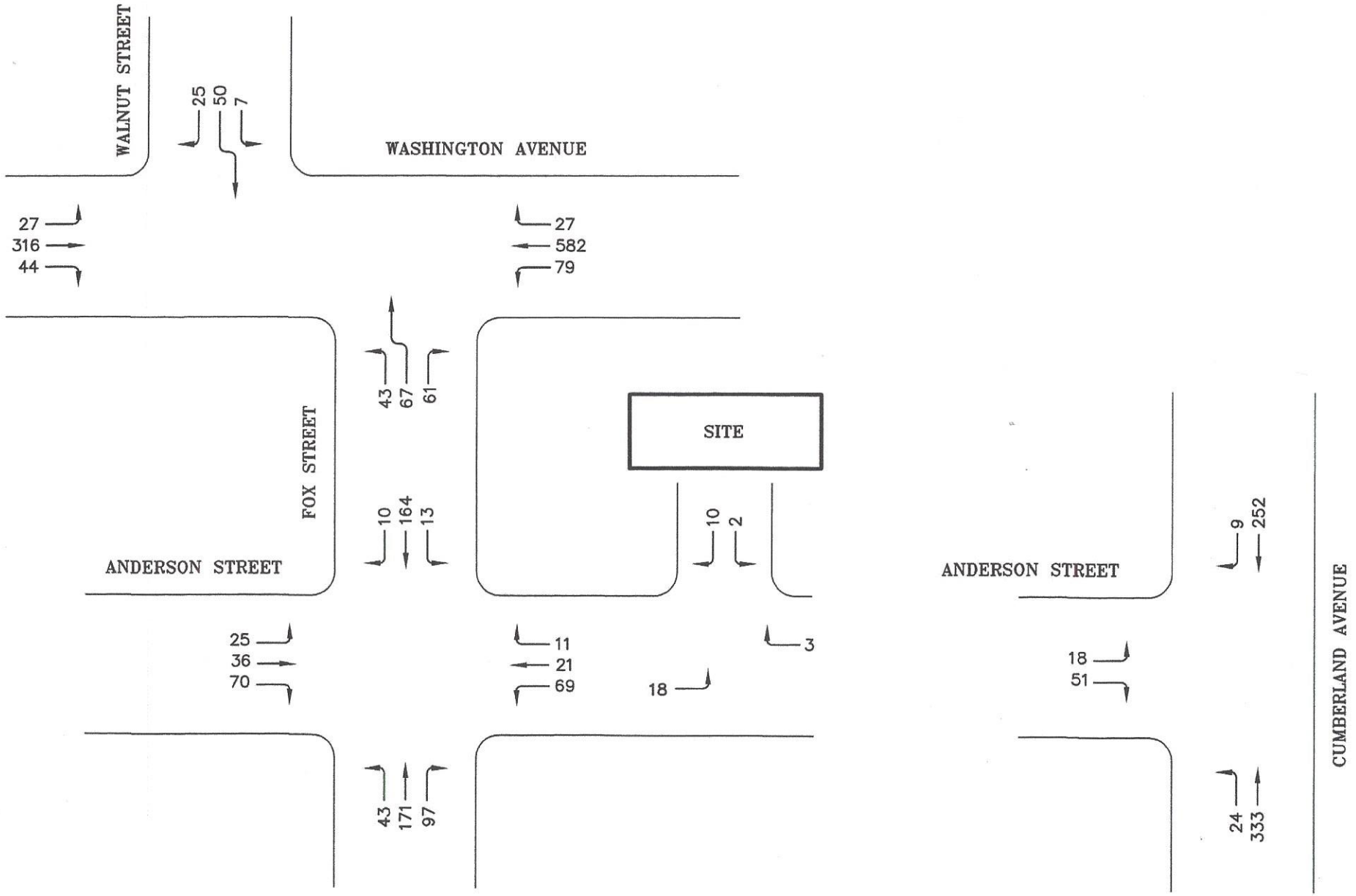
Project Name and Location: 89 ANDERSON STREET APARTMENTS, PORTLAND, MAINE	TRAFFIC SOLUTIONS
DATE: AUGUST 18, 2014	FIGURE: 8
	235 BANCROFT STREET, PORTLAND, MAINE 04102-1730



2014 POST-DEVELOPMENT TRAFFIC
AM PEAK HOUR
FIGURE 9

E:\LAND PROJECTS\34000\344399 TRAFFIC SOLUTIONS\89 ANDERSON ST\PLANSET\89 ANDERSON STREET.DWG

Project Name and Location: 89 ANDERSON STREET APARTMENTS, PORTLAND, MAINE	TRAFFIC SOLUTIONS
DATE: AUGUST 18, 2014	FIGURE: 9
	235 BANCROFT STREET, PORTLAND, MAINE 04102-1730



2014 POST-DEVELOPMENT TRAFFIC
PM PEAK HOUR
FIGURE 10

E:\LAND PROJECTS\34000\344399 TRAFFIC SOLUTIONS\89 ANDERSON ST\PLANSET\89 ANDERSON STREET.DWG

89 ANDERSON STREET APARTMENTS PORTLAND, MAINE	TRAFFIC SOLUTIONS 235 BANCROFT STREET, PORTLAND, MAINE 04102-1730
DATE: AUGUST 18, 2014	FIGURE: 10

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	4:25	4:25	4:25	4:25	4:25	4:25
End Time	5:30	5:30	5:30	5:30	5:30	5:30
Total Time (min)	65	65	65	65	65	65
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1
Vehs Entered	2238	2298	2292	2198	2271	2261
Vehs Exited	2235	2292	2270	2189	2267	2251
Starting Vehs	25	20	18	18	23	18
Ending Vehs	28	26	40	27	27	27
Travel Distance (mi)	593	612	608	573	609	599
Travel Time (hr)	26.2	26.7	27.5	24.9	27.0	26.5
Total Delay (hr)	5.1	4.8	5.8	4.4	5.3	5.1
Total Stops	1099	1188	1241	1098	1182	1162
Fuel Used (gal)	21.7	22.4	22.6	20.9	22.3	22.0

Interval #0 Information Seeding

Start Time	4:25
End Time	4:30
Total Time (min)	5

Volumes adjusted by Growth Factors.
No data recorded this interval.

Interval #1 Information Recording

Start Time	4:30
End Time	5:30
Total Time (min)	60

Volumes adjusted by Growth Factors.

Run Number	1	2	3	4	5	Avg
Vehs Entered	2238	2298	2292	2198	2271	2261
Vehs Exited	2235	2292	2270	2189	2267	2251
Starting Vehs	25	20	18	18	23	18
Ending Vehs	28	26	40	27	27	27
Travel Distance (mi)	593	612	608	573	609	599
Travel Time (hr)	26.2	26.7	27.5	24.9	27.0	26.5
Total Delay (hr)	5.1	4.8	5.8	4.4	5.3	5.1
Total Stops	1099	1188	1241	1098	1182	1162
Fuel Used (gal)	21.7	22.4	22.6	20.9	22.3	22.0

2: Washington Ave & Walnut Street Performance by approach

Approach	EB	WB	SB	All
Denied Del/Veh (s)	0.3	0.0	0.3	0.1
Total Del/Veh (s)	1.9	0.6	17.3	2.1

4: Fox Street & Washington Ave Performance by approach

Approach	EB	WB	NB	All
Denied Del/Veh (s)	0.0	0.5	0.0	0.3
Total Del/Veh (s)	0.5	3.6	26.0	6.2

5: Fox Street & Anderson Street Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.2	0.1	0.3	0.0	0.2
Total Del/Veh (s)	5.0	5.7	6.8	6.8	6.3

6: Cumberland Ave & Anderson Street Performance by approach

Approach	EB	NB	SB	All
Denied Del/Veh (s)	0.0	0.3	0.2	0.2
Total Del/Veh (s)	3.1	0.5	0.3	1.0

Total Network Performance

Denied Del/Veh (s)	0.4
Total Del/Veh (s)	7.7

Intersection: 2: Washington Ave & Walnut Street

Movement	EB	WB	SB
Directions Served	LT	TR	LR
Maximum Queue (ft)	122	38	113
Average Queue (ft)	23	8	43
95th Queue (ft)	75	30	85
Link Distance (ft)	422	12	156
Upstream Blk Time (%)		0	0
Queuing Penalty (veh)		1	0
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 4: Fox Street & Washington Ave

Movement	EB	WB	NB
Directions Served	TR	LT	LR
Maximum Queue (ft)	33	146	179
Average Queue (ft)	4	41	81
95th Queue (ft)	22	112	152
Link Distance (ft)	12	1288	760
Upstream Blk Time (%)	0		
Queuing Penalty (veh)	0		
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 5: Fox Street & Anderson Street

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	62	58	118	75
Average Queue (ft)	37	35	60	42
95th Queue (ft)	58	53	92	67
Link Distance (ft)	764	1258	282	760
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 6: Cumberland Ave & Anderson Street

Movement	EB	NB
Directions Served	LR	LT
Maximum Queue (ft)	56	45
Average Queue (ft)	31	6
95th Queue (ft)	52	29
Link Distance (ft)	1258	289
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 2

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	4:25	4:25	4:25	4:25	4:25	4:25
End Time	5:30	5:30	5:30	5:30	5:30	5:30
Total Time (min)	65	65	65	65	65	65
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1
Vehs Entered	2201	2294	2276	2197	2254	2246
Vehs Exited	2200	2291	2257	2193	2246	2238
Starting Vehs	28	21	18	26	18	21
Ending Vehs	29	24	37	30	26	27
Travel Distance (mi)	581	608	599	569	600	592
Travel Time (hr)	25.3	26.7	27.4	25.0	26.3	26.1
Total Delay (hr)	4.6	5.0	6.1	4.6	4.8	5.0
Total Stops	1096	1118	1161	1055	1133	1113
Fuel Used (gal)	21.2	22.2	22.2	20.7	21.8	21.6

Interval #0 Information Seeding

Start Time	4:25
End Time	4:30
Total Time (min)	5

Volumes adjusted by Growth Factors.
No data recorded this interval.

Interval #1 Information Recording

Start Time	4:30
End Time	5:30
Total Time (min)	60

Volumes adjusted by Growth Factors.

Run Number	1	2	3	4	5	Avg
Vehs Entered	2201	2294	2276	2197	2254	2246
Vehs Exited	2200	2291	2257	2193	2246	2238
Starting Vehs	28	21	18	26	18	21
Ending Vehs	29	24	37	30	26	27
Travel Distance (mi)	581	608	599	569	600	592
Travel Time (hr)	25.3	26.7	27.4	25.0	26.3	26.1
Total Delay (hr)	4.6	5.0	6.1	4.6	4.8	5.0
Total Stops	1096	1118	1161	1055	1133	1113
Fuel Used (gal)	21.2	22.2	22.2	20.7	21.8	21.6

2: Washington Ave & Walnut Street Performance by approach

Approach	EB	WB	SB	All
Denied Del/Veh (s)	0.3	0.0	0.2	0.1
Total Del/Veh (s)	1.7	0.6	16.0	2.0

4: Fox Street & Washington Ave Performance by approach

Approach	EB	WB	NB	All
Denied Del/Veh (s)	0.0	0.5	0.0	0.3
Total Del/Veh (s)	0.5	3.8	27.0	6.5

5: Fox Street & Anderson Street Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.2	0.1	0.3	0.0	0.2
Total Del/Veh (s)	4.6	5.6	6.8	6.7	6.2

6: Cumberland Ave & Anderson Street Performance by approach

Approach	EB	NB	SB	All
Denied Del/Veh (s)	0.0	0.3	0.2	0.2
Total Del/Veh (s)	3.3	0.5	0.3	0.9

Total Network Performance

Denied Del/Veh (s)	0.3
Total Del/Veh (s)	7.6

Intersection: 2: Washington Ave & Walnut Street

Movement	EB	WB	SB
Directions Served	LT	TR	LR
Maximum Queue (ft)	95	47	113
Average Queue (ft)	19	7	42
95th Queue (ft)	63	31	84
Link Distance (ft)	422	12	156
Upstream Blk Time (%)		0	0
Queuing Penalty (veh)		1	0
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 4: Fox Street & Washington Ave

Movement	EB	WB	NB
Directions Served	TR	LT	LR
Maximum Queue (ft)	31	199	208
Average Queue (ft)	5	45	83
95th Queue (ft)	23	135	161
Link Distance (ft)	12	1288	737
Upstream Blk Time (%)	0		
Queuing Penalty (veh)	0		
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 5: Fox Street & Anderson Street

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	62	55	107	72
Average Queue (ft)	22	33	57	35
95th Queue (ft)	45	50	89	57
Link Distance (ft)	662	1258	281	737
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 6: Cumberland Ave & Anderson Street

Movement	EB	NB
Directions Served	LR	LT
Maximum Queue (ft)	52	44
Average Queue (ft)	30	5
95th Queue (ft)	48	25
Link Distance (ft)	1258	289
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 1

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	6:55	6:55	6:55	6:55	6:55	6:55
End Time	8:00	8:00	8:00	8:00	8:00	8:00
Total Time (min)	65	65	65	65	65	65
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1
Vehs Entered	1738	1660	1705	1739	1659	1701
Vehs Exited	1737	1662	1708	1735	1648	1697
Starting Vehs	16	16	20	23	14	14
Ending Vehs	17	14	17	27	25	17
Travel Distance (mi)	483	459	475	474	456	469
Travel Time (hr)	20.8	19.2	20.5	20.2	19.4	20.0
Total Delay (hr)	3.3	2.8	3.4	3.1	3.0	3.1
Total Stops	982	883	963	926	870	926
Fuel Used (gal)	17.7	16.6	17.4	17.3	16.4	17.1

Interval #0 Information Seeding

Start Time	6:55
End Time	7:00
Total Time (min)	5

Volumes adjusted by Growth Factors.
No data recorded this interval.

Interval #1 Information Recording

Start Time	7:00
End Time	8:00
Total Time (min)	60

Volumes adjusted by Growth Factors.

Run Number	1	2	3	4	5	Avg
Vehs Entered	1738	1660	1705	1739	1659	1701
Vehs Exited	1737	1662	1708	1735	1648	1697
Starting Vehs	16	16	20	23	14	14
Ending Vehs	17	14	17	27	25	17
Travel Distance (mi)	483	459	475	474	456	469
Travel Time (hr)	20.8	19.2	20.5	20.2	19.4	20.0
Total Delay (hr)	3.3	2.8	3.4	3.1	3.0	3.1
Total Stops	982	883	963	926	870	926
Fuel Used (gal)	17.7	16.6	17.4	17.3	16.4	17.1

2: Washington Ave & Walnut Street Performance by approach

Approach	EB	WB	SB	All
Denied Del/Veh (s)	0.4	0.0	0.1	0.3
Total Del/Veh (s)	1.3	0.4	15.3	2.7

4: Fox Street & Washington Ave Performance by approach

Approach	EB	WB	NB	All
Denied Del/Veh (s)	0.0	0.2	0.0	0.1
Total Del/Veh (s)	0.5	3.5	13.1	2.6

5: Fox Street & Anderson Street Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.2	0.2	0.2	0.0	0.1
Total Del/Veh (s)	5.2	5.9	5.7	6.5	5.8

6: Cumberland Ave & Anderson Street Performance by approach

Approach	EB	NB	SB	All
Denied Del/Veh (s)	0.0	0.1	0.2	0.1
Total Del/Veh (s)	3.7	0.4	0.2	1.0

Total Network Performance

Denied Del/Veh (s)	0.3
Total Del/Veh (s)	6.3

Intersection: 2: Washington Ave & Walnut Street

Movement	EB	WB	SB
Directions Served	LT	TR	LR
Maximum Queue (ft)	62	24	112
Average Queue (ft)	4	1	50
95th Queue (ft)	27	12	95
Link Distance (ft)	422	12	156
Upstream Blk Time (%)		0	0
Queuing Penalty (veh)		0	0
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 4: Fox Street & Washington Ave

Movement	EB	WB	NB
Directions Served	TR	LT	LR
Maximum Queue (ft)	31	112	92
Average Queue (ft)	8	37	41
95th Queue (ft)	30	89	71
Link Distance (ft)	12	1288	735
Upstream Blk Time (%)	0		
Queuing Penalty (veh)	2		
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 5: Fox Street & Anderson Street

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	68	69	71	72
Average Queue (ft)	27	36	37	36
95th Queue (ft)	55	58	59	58
Link Distance (ft)	600	1258	281	735
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 6: Cumberland Ave & Anderson Street

Movement	EB	NB
Directions Served	LR	LT
Maximum Queue (ft)	63	34
Average Queue (ft)	28	3
95th Queue (ft)	50	19
Link Distance (ft)	1258	289
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 2

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	6:55	6:55	6:55	6:55	6:55	6:55
End Time	8:00	8:00	8:00	8:00	8:00	8:00
Total Time (min)	65	65	65	65	65	65
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1
Vehs Entered	1614	1713	1638	1725	1629	1663
Vehs Exited	1602	1717	1640	1711	1632	1659
Starting Vehs	11	17	21	14	17	14
Ending Vehs	23	13	19	28	14	18
Travel Distance (mi)	451	478	461	482	455	465
Travel Time (hr)	18.7	19.8	19.3	20.2	19.2	19.4
Total Delay (hr)	2.6	2.8	2.8	2.9	2.9	2.8
Total Stops	805	859	877	844	849	849
Fuel Used (gal)	16.0	17.2	16.5	17.1	16.3	16.6

Interval #0 Information Seeding

Start Time	6:55
End Time	7:00
Total Time (min)	5

Volumes adjusted by Growth Factors.
No data recorded this interval.

Interval #1 Information Recording

Start Time	7:00
End Time	8:00
Total Time (min)	60

Volumes adjusted by Growth Factors.

Run Number	1	2	3	4	5	Avg
Vehs Entered	1614	1713	1638	1725	1629	1663
Vehs Exited	1602	1717	1640	1711	1632	1659
Starting Vehs	11	17	21	14	17	14
Ending Vehs	23	13	19	28	14	18
Travel Distance (mi)	451	478	461	482	455	465
Travel Time (hr)	18.7	19.8	19.3	20.2	19.2	19.4
Total Delay (hr)	2.6	2.8	2.8	2.9	2.9	2.8
Total Stops	805	859	877	844	849	849
Fuel Used (gal)	16.0	17.2	16.5	17.1	16.3	16.6

2: Washington Ave & Walnut Street Performance by approach

Approach	EB	WB	SB	All
Denied Del/Veh (s)	0.5	0.0	0.2	0.3
Total Del/Veh (s)	1.2	0.4	13.2	2.4

4: Fox Street & Washington Ave Performance by approach

Approach	EB	WB	NB	All
Denied Del/Veh (s)	0.0	0.2	0.0	0.1
Total Del/Veh (s)	0.5	3.3	11.3	2.2

5: Fox Street & Anderson Street Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.2	0.1	0.2	0.0	0.1
Total Del/Veh (s)	4.7	5.5	5.5	6.0	5.4

6: Cumberland Ave & Anderson Street Performance by approach

Approach	EB	NB	SB	All
Denied Del/Veh (s)	0.0	0.2	0.2	0.1
Total Del/Veh (s)	3.5	0.3	0.2	0.9

Total Network Performance

Denied Del/Veh (s)	0.3
Total Del/Veh (s)	5.7

Intersection: 2: Washington Ave & Walnut Street

Movement	EB	WB	SB
Directions Served	LT	TR	LR
Maximum Queue (ft)	43	24	117
Average Queue (ft)	4	1	46
95th Queue (ft)	23	10	85
Link Distance (ft)	422	12	156
Upstream Blk Time (%)		0	0
Queuing Penalty (veh)		0	0
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 4: Fox Street & Washington Ave

Movement	EB	WB	NB
Directions Served	TR	LT	LR
Maximum Queue (ft)	38	130	98
Average Queue (ft)	8	33	38
95th Queue (ft)	30	87	69
Link Distance (ft)	12	1288	740
Upstream Blk Time (%)	0		
Queuing Penalty (veh)	2		
Storage Bay Dist (ft)			
Storage Blk Time (%)			
Queuing Penalty (veh)			

Intersection: 5: Fox Street & Anderson Street

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	61	57	74	56
Average Queue (ft)	25	31	36	31
95th Queue (ft)	49	51	60	46
Link Distance (ft)	647	1258	281	740
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 6: Cumberland Ave & Anderson Street

Movement	EB	NB
Directions Served	LR	LT
Maximum Queue (ft)	52	31
Average Queue (ft)	25	2
95th Queue (ft)	47	16
Link Distance (ft)	1258	289
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Network Summary

Network wide Queuing Penalty: 2

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August, 2014

Traffic Signal Warrant Assessment

Washington Avenue/Fox Street/Walnut Street Intersection Portland, Maine

INTRODUCTION

An abbreviated traffic signal warrant analysis was conducted for the Washington Avenue/Fox Street/Walnut Street intersection based upon traffic data gathered in the month of August 2014 between the hours of 7:00 to 9:00 AM and, again, between the hours of 3:00 to 6:00 PM. The traffic data was adjusted by a factor of 13%, which represents the approximate variation between "peak" traffic collected during the week of August 14 and "*average*" travel conditions during the month of November (Adjustment factor based upon MaineDOT's Weekly Group Mean Factors; refer to attached copy of MaineDOT factors). The abbreviated or preliminary traffic signal warrant analysis is based upon a total of 5-hours of traffic data; a formal traffic signal warrant study is generally prepared based upon 12-hours of traffic data and traffic information.

TRAFFIC SIGNAL WARRANT ASSESSMENT

The abbreviated traffic signal warrant analysis follows the guidelines presented in the 2009 edition of the Manual on Uniform Traffic Control Devices (MUTCD) in Chapter 4C. The MUTCD provides nine separate traffic signal warrants, whereby, prevailing conditions at an intersection can be evaluated to determine if sequenced traffic signals are warranted. Each of the nine warrants is listed as follows:

Warrant 1 – Eight Hour Vehicular Volume
Warrant 2 – Four Hour Vehicular Volume
Warrant 3 – Peak Hour
Warrant 4 – Pedestrian Volume
Warrant 5 – School Crossing
Warrant 6 – Coordinated Signal System
Warrant 7 – Crash Experience
Warrant 8 – Roadway Network
Warrant 9 – Intersection near a Grade Crossing

The federal publication clearly states that, "***the satisfaction of a traffic signal warrant or warrants shall not in itself require the installation of a traffic control signal".*** Guidance is specifically provided in the MUTCD on the conduct of the required engineering study and the judgment required in completing the signal warrant assessment. The direction provided, specific to prevailing conditions found at the study intersection, is summarized as follows:

A traffic signal should not be installed unless an engineering study indicates that the signal will improve the overall safety and/or operation of the intersection.

A signal should not be installed if it will seriously disrupt traffic flow.

Estimated 2014 "Average" Hourly Traffic Data

The presentation of the traffic volume data presented in Table 1 has been adjusted, as necessary, to project the hourly "major" and "minor" street volumes used in the conduct of the traffic signal warrant study.

Table 1
Abbreviated Traffic Signal Warrant Study
***"Average"* Conditions-Traffic Values[1]**
Washington Avenue/Fox Street/Walnut Street Intersection

Time of Day	Major Street Volume[2] (Both Approaches) Washington Avenue	Minor Street Volume[3] Fox Street	Minor Street Volume[3] Walnut Street
7:00 - 8:00 AM	562	73	67
8:00 - 9:00 AM	740	87	84
3:00 - 4:00 PM	634	59	117
4:00 - 5:00 PM	867	71	145
5:00 - 6:00 PM	880	41	131

Notes:

[1] "Average traffic values were computed applying a 13% reduction of August 2014 Traffic Data (refer to copy of August traffic count cards for subject intersection), which is based upon the Maine Department of Transportation's Weekly Group Mean Factors.
[2] Washington Avenue has been defined as the "major" street.
[3] Minor Street approaches are both Fox Street and Walnut Street. All right-turn movements were included in hourly Minor Street volumes.

Traffic Safety Data: The Washington Avenue/Walnut Street/Fox Street intersection meets MaineDOT's criteria for a high crash location. A total of 9 crashes and a Critical Rate Factor (CRF) of 1.98 were reported for the intersection. A more in-depth review (preparation of detailed vehicle collision diagrams) was prepared for the intersection to determine if a clear pattern of accident is occurring (Copies of the Collision Diagrams are attached as an appendix to the report). The detailed review of the vehicle crash reports for the intersection would suggest two clear patterns of concern: 1) four of the nine accidents involved vehicles on the Fox Street approach turning left onto Washington Avenue being struck by thru vehicles traveling eastbound on Washington Avenue; 2) the second pattern, with a total of three collisions, involved vehicles approaching Washington Avenue from Walnut Street sliding through the intersection striking a thru vehicle on Washington Avenue.

Traffic Signal Warrant Analyses: The evaluation was conducted for Warrants 1, 2, 3, and 7 and was based upon the 5-hours of traffic data presented in Table 1 only.

Each of the three traffic signal warrants used in the analyses are briefly described below followed by a determination of whether forecast conditions meet or fail required conditions.

Warrant 1: Eight Hour Vehicular Volume

Condition A - Warrant requires 500 vehicles per hour on major roadway (combination of both directions) and a total of 150 vehicles per hour on the highest minor street approach.

Condition B - Warrant requires 750 vehicles per hour on major roadway (combination of both directions) and a total of 75 vehicles per hour on the highest minor street approach.

Condition A+B - Warrant requires 80% of values stated for both Conditions A & B.

Warrant Likely Not Satisfied

Warrant 2: Four Hour Vehicular Volume

If travel conditions for any four hours of an average day representing the volume per hour on the major street and the corresponding vehicles per hour on the higher volume minor street approach all fall above the applicable curve in Figure 4C-1 then warrant is met. **Warrant Likely Not Satisfied**

Warrant 3: Peak Hour

If travel conditions for one hour of an average day representing the volume per hour on the major street and the corresponding vehicles per hour on the higher volume minor street approach fall above the applicable curve in Figure 4C-3 then warrant is met. **Warrant Likely Not Satisfied**

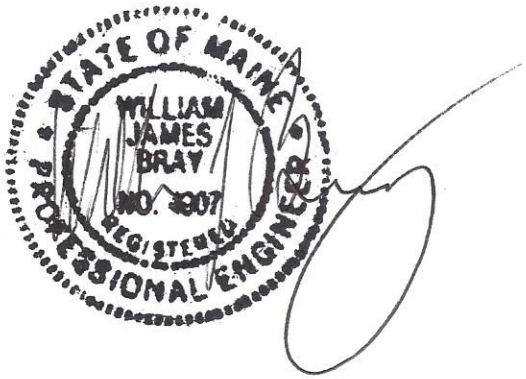
Warrant 7: Crash Experience

Analysis based upon conclusions of safety evaluation conducted in Safety History Section above. Each of the following criteria must be met to consider the need for a traffic control signal:

A. Adequate trial of alternatives with satisfactory observance and enforcement has failed to reduce the crash frequency; and

B. Five or more reported crashes, of types susceptible to correction by a traffic control signal, have occurred within a 12-month period; and

C. For each of any 8 hours of an average day the vehicles per hour given in the 80% column for Condition A in Table 4C-1 or the vph in both of the columns of Condition B in Table 4C-1 exists on both the major and minor street approaches. **Warrant Likely Not Satisfied**



2012
Weekly Group Mean Factors
Average: 2009, 2010, 2011

Month	Start Date	Dates	Month Week #	Urban Group I	Arterial Group II	Recreationa Group III	Group I + II	Group II + III	Group I + III	Year Week #
Jan	01	2,3,4,5,6	1	1.02	1.11	1.35	1.07	1.23	1.19	1
	08	9,10,11,12	2	1.09	1.21	1.50	1.15	1.36	1.30	2
	15	16,17,18,1	3	1.10	1.23	1.53	1.17	1.38	1.32	3
	22	23,24,25,2	4	1.05	1.18	1.46	1.12	1.32	1.26	4
	29	30,31,1,2,3	5	1.12	1.26	1.57	1.19	1.42	1.35	5
Feb	05	6,7,8,9,10	1	1.02	1.14	1.41	1.08	1.28	1.22	6
	12	13,14,15,1	2	1.02	1.12	1.36	1.07	1.24	1.19	7
	19	20,21,22,2	3	1.06	1.15	1.38	1.11	1.27	1.22	8
	26	27,28,29,1	4	1.06	1.17	1.38	1.12	1.28	1.22	9
Mar	04	5,6,7,8,9	1	1.06	1.16	1.39	1.11	1.28	1.23	10
	11	12,13,14,1	2	1.00	1.10	1.33	1.05	1.22	1.17	11
	18	19,20,21,2	3	1.02	1.13	1.35	1.08	1.24	1.19	12
	25	26,27,28,2	4	1.01	1.12	1.32	1.07	1.22	1.17	13
Apr	01	2,3,4,5,6	1	0.98	1.09	1.26	1.04	1.18	1.12	14
	08	9,10,11,12	2	0.97	1.08	1.22	1.03	1.15	1.10	15
	15	16,17,18,1	3	0.97	1.04	1.12	1.01	1.08	1.05	16
	22	23,24,25,2	4	0.97	1.05	1.17	1.01	1.11	1.07	17
	29	30,1,2,3,4	5	0.93	1.02	1.10	0.98	1.06	1.02	18
May	06	7,8,9,10,11	1	0.92	1.00	1.08	0.96	1.04	1.00	19
	13	14,15,16,1	2	0.92	0.98	1.04	0.95	1.01	0.98	20
	20	21,22,23,2	3	0.89	0.93	0.92	0.91	0.93	0.91	21
	27	28,29,30,3	4	0.90	0.94	0.96	0.92	0.95	0.93	22
Jun	03	4,5,6,7,8	1	0.89	0.93	0.91	0.91	0.92	0.90	23
	10	11,12,13,1	2	0.90	0.92	0.90	0.91	0.91	0.90	24
	17	18,19,20,2	3	0.90	0.89	0.81	0.90	0.85	0.86	25
	24	25,26,27,2	4	0.89	0.86	0.77	0.88	0.82	0.83	26
Jul	01	2,3,4,5,6	1	0.87	0.81	0.70	0.84	0.76	0.79	27
	08	9,10,11,12	2	0.88	0.83	0.71	0.86	0.77	0.80	28
	15	16,17,18,1	3	0.88	0.82	0.69	0.85	0.76	0.79	29
	22	23,24,25,2	4	0.88	0.81	0.67	0.85	0.74	0.78	30
	29	30,31,1,2,3	5	0.87	0.79	0.64	0.83	0.72	0.76	31
Aug	05	6,7,8,9,10	1	0.87	0.78	0.65	0.83	0.72	0.76	32
	12	13,14,15,1	2	0.87	0.79	0.66	0.83	0.73	0.77	33
	19	20,21,22,2	3	0.88	0.81	0.70	0.85	0.76	0.79	34
	26	27,28,29,3	4	0.88	0.85	0.78	0.87	0.82	0.83	35
Sep	02	3,4,5,6,7	1	0.89	0.88	0.86	0.89	0.87	0.88	36
	09	10,11,12,1	2	0.90	0.90	0.89	0.90	0.90	0.90	37
	16	17,18,19,2	3	0.91	0.91	0.92	0.91	0.92	0.92	38
	23	24,25,26,2	4	0.92	0.91	0.96	0.92	0.94	0.94	39
	30	1,2,3,4,5	5	0.91	0.89	0.98	0.90	0.94	0.95	40
Oct	07	8,9,10,11,1	1	0.92	0.90	0.98	0.91	0.94	0.95	41
	14	15,16,17,1	2	0.93	0.95	1.05	0.94	1.00	0.99	42
	21	22,23,24,2	3	0.95	1.00	1.12	0.98	1.06	1.04	43
	28	29,30,31,1	4	0.95	1.02	1.18	0.99	1.10	1.07	44
Nov	04	5,6,7,8,9	1	0.96	1.04	1.21	1.00	1.13	1.09	45
	11	12,13,14,1	2	0.97	1.04	1.23	1.01	1.14	1.10	46
	18	19,20,21,2	3	1.00	1.04	1.25	1.02	1.15	1.13	47
	25	26,27,28,2	4	0.97	1.03	1.24	1.00	1.14	1.11	48
Dec	02	3,4,5,6,7	1	1.00	1.13	1.32	1.07	1.23	1.16	49
	09	10,11,12,1	2	1.01	1.12	1.34	1.07	1.23	1.18	50
	16	17,18,19,2	3	0.98	1.08	1.30	1.03	1.19	1.14	51
	23	24,25,26,2	4	1.08	1.14	1.34	1.11	1.24	1.21	52

USE 0.13 Factor To Create "Average" Conditions

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September 17, 2014

Jonathan Culley
Redfern Properties, LLC
P.O. Box 8816
Portland, Maine 04104

RE: Portland Anderson Street Apartment Project – Trip Generation 3G's Garage

Dear Jonathan:

In an effort to accurately measure the existing volume of peak hour traffic generated by the 3G's auto repair garage, in-field traffic counts were conducted on Thursday, September 11 (Field data summary sheets from that effort are attached for documentation of the results). Manual traffic counts were conducted between the hours of 7:30 to 9:00 AM and again between 3:30 to 5:30 PM. From a summary of the data during each peak travel period, the total volume of trips entering or exiting the garage was determined. A total of 12 vehicle trips was recorded entering/exiting the garage during the morning peak hour (7:30 to 8:30 AM) and a total of 24 trips was measured in the evening peak hour of 3:30 to 4:30 PM.

Your proposed 53-unit apartment project, which will raze the existing 3G's garage, is projected to generate a total of 27 trips in the AM peak hour and 33 trips during the PM peak hour. Accordingly, the "net" increase in vehicle trips generated by the proposed 53-unit apartment project is 15 trips during the AM peak hour and 9 trips in the PM peak hour.

The Traffic Impact Study conducted for the proposed project by Traffic Solutions was prepared based upon the full vehicle trip generation of the 53-unit apartment project with no deduction applied for vehicle trips generated by the existing 3G's auto repair garage. The results presented in the noted report represent an extremely conservative assessment of the projects traffic impact.

I spoke to Tom Errico, P.E.; the City's Peer Traffic Consultant, yesterday and promised him a copy of this letter to further assist him in his review of the traffic impacts of the proposed project.

Very truly yours,

William J. Bray, P.E.

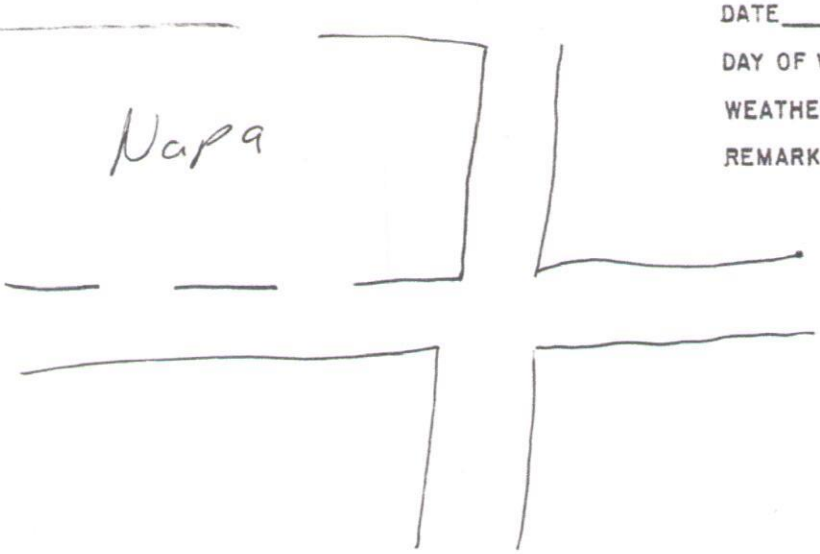
Cc: Thomas Errico, P.E.

300 Line ? Paul Purdy Falmouth

I rewound each time 930-3909
Pdoody@comcast.com

JOB NO. _____

INTERSECTION PLAN
WITH NUMBERED MOVEMENTS:



INTERSECTION Fox Napa Autocare
DATE 9/11
DAY OF WEEK Thursday
WEATHER _____
REMARKS:

COUNT SUMMARY

In Out

	MOVEMENT												
	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
:00 :15	5	4											
:15 :30	2												
3 :30 3 :45	5	4											9
3 :45 4 :00	2	4											6
4 :00 4 :15	1	3											4
4 :15 4 :30	2	3											5
4 :30 4 :45	2	3											5
4 :45 5 :00	2	1											3
5 :00 5 :15	—	1											1
5 :15 5 :30	-	2											2
:30 :45													
:45 :00													

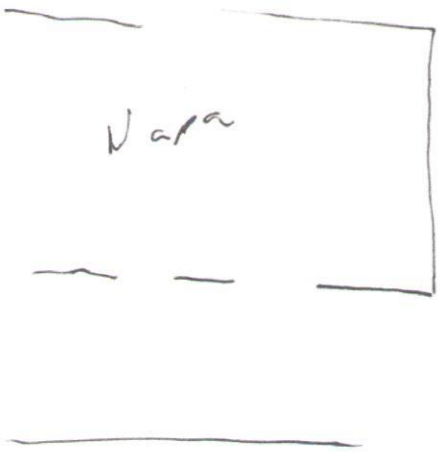
(11)

PEAK HOUR COUNT TIME: TO:

I rewound each time

JOB NO. 1

INTERSECTION PLAN
WITH NUMBERED MOVEMENTS:



INTERSECTION Fox Napa Autocare
DATE 9/11
DAY OF WEEK Thursday
WEATHER
REMARKS:
• Napa cars delivering parts

In Out

COUNT SUMMARY
MOVEMENT

	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
:00 :15	~~4~~	~~3~~											
:15 :30													
7 :30 7 :45	4	1											5
7 :45 8 :00	2	2											4
8 :00 :15	2	1											3
8 :15 :30	1	1											2
8 :30 :45	1	2											3
8 :45 9 :00	3	1											4
:00 :15								12		12			
:15 :30													
:30 :45													
:45 :00													

PEAK HOUR COUNT TIME: 7:30 TO: 8:30

9	5												14

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October 30, 2014

Thomas A. Errico, P.E.
Senior Associate
Traffic Engineering Director
T.Y. Lin International
12 Northbrook Drive
Falmouth, ME 04105

RE: 89 Anderson Street East Bayside Lofts Project – Response to Comments Received September 17 and October 2, 2014

Dear Tom:

This letter formally addresses comments (requiring a response) presented in the noted documents identified above from your office, which I understand is based upon a preliminary review of the traffic materials previously submitted for the proposed East Bayside Lofts Project. Each comment is noted in italic print followed by an appropriate response in "bold" print.

September 17, 2014 E-Mail Document

1. The study collected traffic volumes at the Washington Avenue/Fox Street/Walnut Street intersection during the summer time period and not when area schools were in session. It is requested that the traffic counts be updated to include school activity.

A 12-hour manual traffic count was conducted at the noted intersection on Tuesday, October 28, 2014 with all vehicular, pedestrian and bicycle traffic approaching the intersection recorded in 15-minute intervals. From a summary of the data, a peak hour of traffic was determined for both the morning and afternoon peak time periods. The following table compares the peak hour data collected earlier on Thursday, August 14 with the most recent data collected on October 28.

Traffic Volume Data Comparison
Washington Avenue/Fox Street/Walnut Street
(August 14 and October 28, 2014)

Turning Movement	August 14, 2014		October 14, 2014		Difference	
	AM Peak	PM Peak	AM Peak	PM Peak	AM Peak	PM Peak
Washington Ave. EB Left to Walnut St.	11	26	15	24	4	2
Washington Ave. EB Thru movement	530	313	605	253	75	60
Washington Ave. EB Right to Fox St.	46	43	38	35	8	8
Washington Ave. WB Left to Fox St.	60	76	69	76	9	0
Washington Ave. WB Thru movement	191	579	209	451	18	128
Washington Ave. WB Right to Walnut St.	13	26	8	15	5	11
Walnut St. Left to Washington Ave. EB	12	7	11	9	1	2
Walnut St. Left to Fox St.	61	46	66	30	5	16
Walnut St. Right to Washington Ave. WB	27	24	41	10	14	14
Fox St. Left to Washington Ave. WB	36	43	30	26	6	17
Fox St. Left to Walnut St.	9	59	29	51	20	8
Fox St. Right to Washington Ave. EB	52	58	35	36	17	22
TOTAL Volumes					108	284

Notes: Red highlighted numbers reflect the volume increase of August data compared to October data.

As presented in the table, the traffic data collected during the month of August is slightly lower than the data collected in the month of October during the morning peak hour and the August data is considerably greater in the PM peak hour.

2. An estimated traffic signal warrant evaluation was conducted at the Washington Avenue/Fox Street/Walnut Street intersection and could not conclusively determine whether a traffic signal should be installed. The applicant should conduct a full comprehensive traffic signal warrant study and render a decision on traffic signalization.

A detailed traffic signal warrant assessment has been completed and is attached as a separate document to the body of this letter. The traffic signal warrant assessment concluded that prevailing travel conditions at the noted intersection do not meet the warrants for signalization.

3. The traffic study should be revised to account for all development land uses. It is my understanding that a restaurant is being proposed and, therefore, should be included in the analysis.

Attached is a copy of the latest development proposal, dated October 17, 2014, which identifies a total of 2,780 square feet of commercial space proposed for the first floor of the development. At this time specific usage of this space remains undetermined. The eighth edition of the Institute of Transportation Engineers (ITE) "TRIP GENERATION" manual was used to determine the volume of site traffic generated by the commercial space. The ITE publication provides numerous land-use categories and the average volume of trips that are generated by each category. The following trip rates were used to calculate the trip generation of the proposed project:

Land Use #814 – Specialty Retail Center
PM Peak Hour = 2.71 trips/1000 square feet

Accordingly, the proposed 2,780 square feet of commercial space can be expected to generate a total of 8 additional site generated trips in the PM peak hour. The previous traffic impact study completed for the proposed 53-apartment units estimated that a total of 27 trips would be generated in the morning peak

hour and a total of 33 trips in the afternoon peak hour. The revised total volume of peak hour trips generated by the proposed 89 Anderson Street project is 27 trips in the morning peak hour and a total of 41 trips in the evening peak hour. As previously discussed with your office, the proposed East Bayside Lofts Project displaces the existing 3G's automobile repair center. Peak hour vehicle trips generated by the existing site should be appropriately deducted from the estimate of "*new*" site generated trips to forecast the "*net*" increase in site generated traffic. Attached is a copy of a letter, dated September 17, 2014, which was forwarded to your office that provides documentation on the volume of trips generated by the existing 3G's auto repair facility. The estimate of trips was determined based upon field counts conducted onsite on September 11, 2014. In summary, the existing 3G's auto repair facility generates a total of 12 trips in the morning peak hour and a total of 24 trips in the PM peak hour. Subtraction of these existing trips from the forecasted volume of trips generated by the proposed project results in a total volume of "*new*" trips generated by the proposed project of 15 trips in the AM peak hour and a total of 17 PM peak hour trips. Both "new" site generated peak hour values are lower than the volume of site generated trips utilized in the traffic impact study completed for the proposed project in August 2104. Therefore, the intersection levels of service summary, presented in the August traffic impact study, are conservative estimates of the project's impact on intersection operations.

October 2, 2014 E-Mail Document

4. Contact Ethan Owens from the City's Recreational Department and get a schedule of field events.

Please find attached copies of the City's fall schedule of events held at the East Bayside Athletic Facility. The majority of events scheduled for weekdays are between the hours of 5:00 and 8:00 PM. A traffic count was conducted at the Anderson Street/Fox Street intersection on Friday, October 24, 2014 between the hours of 12-Noon and 6:00 PM (Copy of traffic data is attached for reference) to measure the traffic impacts of the recreational uses at the East Bayside Field Complex. Two events were scheduled for the field complex that evening; unfortunately weather conditions required cancelation of both events. The scheduled count was completed anyway to measure the impact of the adjacent Mosque has on traffic operations at the intersection. The traffic data was summarized and it was determined that the peak hour at the intersection occurred between the hours of 3:45 and 4:45 PM when a total of 652 vehicles entered the intersection. The most recent traffic data was then compared with the traffic count data conducted on Tuesday, August 12, 2014, which was used in the conduct of the traffic impact study for the project to determine the validity of the earlier data. A total of 665 vehicles were recorded at the intersection in August, which represents a slightly higher volume than the October data. Although it would have been desirable to obtain traffic data for the intersection during scheduled field events at the East Bayside Field Complex; a high level of confidence remains in the validity of the conclusions of the traffic impact study even with omission of traffic data generated by the sports field complex. The noted intersection was projected to operate at the absolutely best level of service (Level of Service A) under post-development conditions and, based upon that determination, it is highly reasonable to assume that more than acceptable traffic operations would remain at the intersection even with the addition of significantly heavier peak hour volumes of traffic generated by the Sports fields.

5. *Contact the Mosque and see what their schedule is.*

A gentleman at the Mosque advised that the busiest time period at the religious facility occurs on a Friday between the hours of 12-Noon and 6:00 PM. A traffic survey was conducted at the Anderson Street/Fox Street intersection between the noted hours (Copy of the data summary is attached). From a summary of the data a peak hour was determined for the six hour manual traffic count. The highest volume of vehicles entering the intersection occurred between 3:45 and 4:45 PM when a total of 652 vehicles entered the intersection. The total volume of traffic recoded during this time period is slightly lower than the values measured during the month of August, when a total of 665 vehicles was recorded.

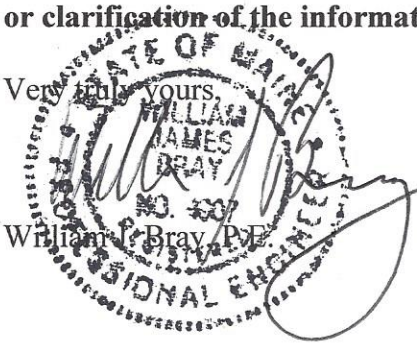
Pedestrian travel through the intersection was somewhat heavy between 12:00 and 1:30 PM, when more than 90 pedestrians walked through the intersection.

6. *Contact the North End School and see if they have any unusual days in the coming weeks.*

The school administrative office advised that the school has early discharge times on Wednesdays, while Tuesdays and Thursdays generally represent typical conditions.

Tom, your assistance and guidance in sorting through the myriad of traffic issues and determining the additional traffic data and analyses requirements is much appreciated. Please contact me with questions or clarification of the information enclosed.

Very truly yours,



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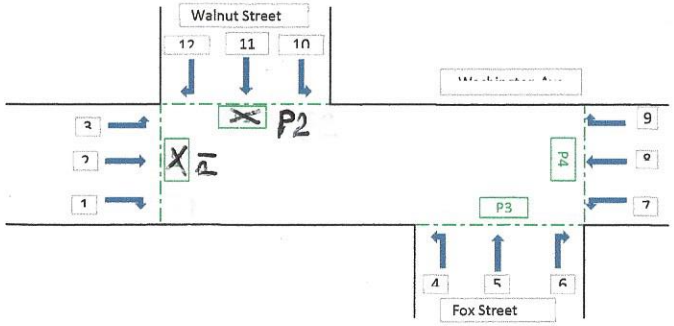
INTERSECTION PLAN
WITH NUMBERED MOVEMENTS:



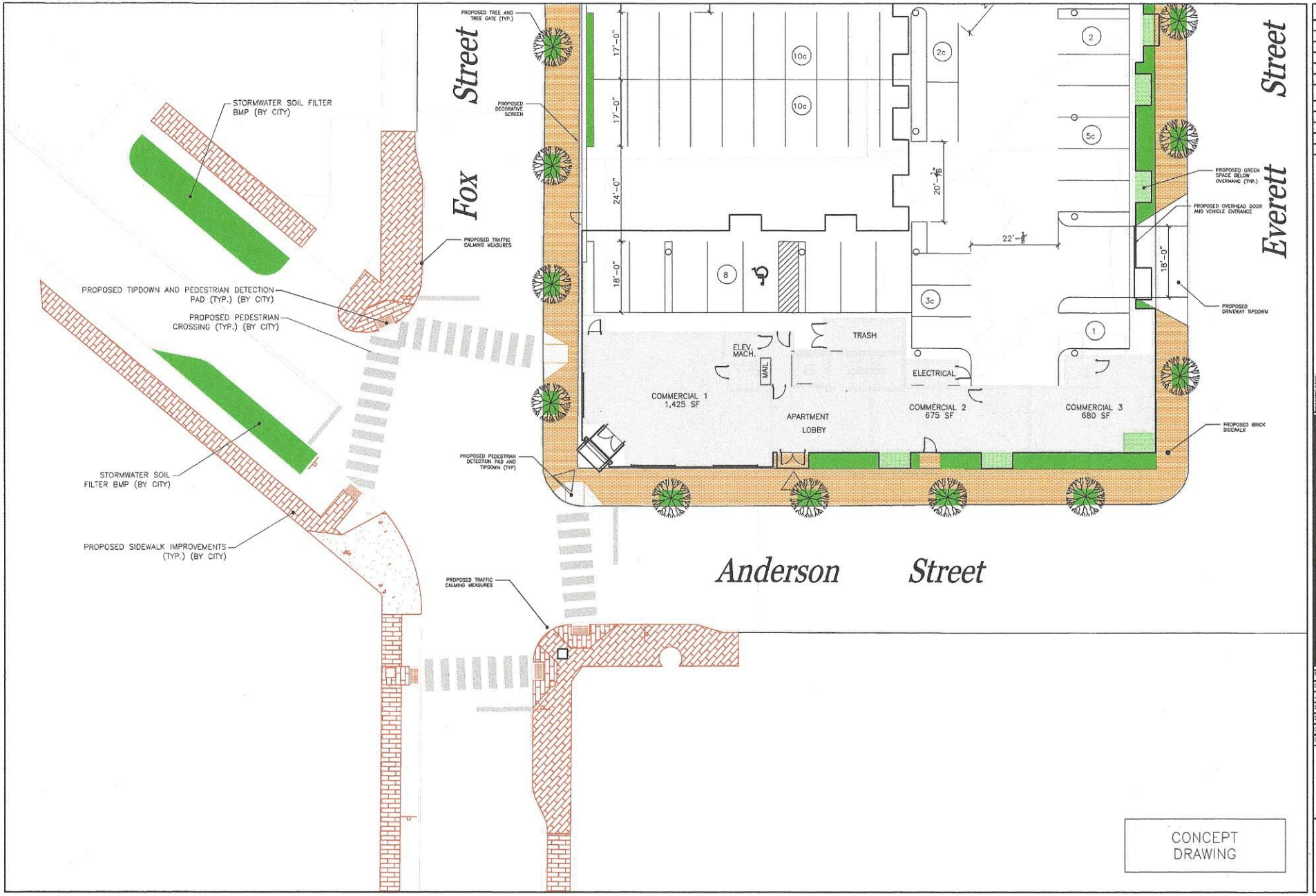
Portland
Intersection: Washington Ave/Fox St/Walnut St
Date: 10/28/14
Day of Week: Tuesday
Weather:
Remarks:

Red = Bicycle Movement
Green = Pedestrian Movement

Count Summary Movement

Start	End	1	2	3	4	5	6	7	8	9	10	11	12	Total	P1	P2	P3	P4	C1	C2	C3	C4	C6	C7	C8	C9	C10	C11	C12
6:00	6:15	4	29	3	4	1	9	6	9	0	0	3	3	71	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0
Truck Count		0	0	0	0	0	0	0	1	0	1	0	0	2															
6:15	6:30	3	37	5	4	3	6	5	21	0	4	16	0	104	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Truck Count		0	3	0	0	0	0	0	0	0	0	0	0	3															
6:30	6:45	4	45	6	4	6	5	10	35	2	0	4	13	134	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0
Truck Count		0	1	0	0	0	0	0	0	0	0	0	0	1															
6:45	7:00	3	82	10	2	8	7	7	25	0	0	10	3	157	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0
Truck Count		0	1	0	0	0	0	1	0	0	0	1	1	4															
7:00	7:15	8	55	4	6	4	8	7	28	1	2	15	6	144	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0
Truck Count		0	1	0	0	0	0	0	2	0	1	0	0	4															
7:15	7:30	5	97	2	5	3	15	11	35	1	0	13	4	191	0	2	3	0	0	0	0	0	0	0	3	0	0	0	0
Truck Count		0	3	0	0	0	0	0	2	0	0	0	0	5															
7:30	7:45	5	133	3	4	11	9	14	48	1	2	17	5	252	1	0	0	1	0	0	0	0	1	0	0	0	0	0	0
Truck Count		0	1	1	1	0	0	0	2	1	0	0	0	6															
7:45	8:00	8	143	4	5	10	10	18	55	0	2	13	7	275	0	0	1	5	0	2	0	0	0	0	1	0	0	0	0
Truck Count		0	2	0	0	0	0	0	0	0	1	0	0	3															
8:00	8:15	6	176	5	6	9	8	22	61	1	1	17	14	326	1	7	0	1	0	0	0	0	0	0	0	0	0	0	0
Truck Count		0	3	1	0	0	1	0	2	0	0	0	0	7															
8:15	8:30	12	133	3	9	8	8	15	49	4	6	23	11	281	0	0	0	3	0	2	0	0	0	1	0	0	0	0	0
Truck Count		0	2	0	1	0	0	0	1	0	0	1	0	5															
8:30	8:45	12	143	2	9	2	8	13	39	3	1	12	8	252	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0
Truck Count		0	3	0	0	0	0	1	2	0	0	0	1	7															
8:45	9:00	7	122	3	5	5	15	18	46	1	1	12	7	242	1	0	3	0	0	3	0	0	0	0	1	0	0	0	0
Truck Count		0	3	0	1	0	1	1	6	0	1	0	0	13															
9:00	9:15	3	96	2	3	8	9	7	34	1	0	17	4	184	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0
Truck Count		0	2	1	0	0	1	0	2	0	1	0	0	7															
9:15	9:30	7	69	0	8	9	6	12	31	2	3	14	5	166	1	0	0	0	0	0	0	0	0	0	2	0	0	0	0
Truck Count		2	3	1	0	0	0	1	2	0	0	0	0	9															
9:30	9:45	4	69	2	4	4	7	10	36	1	1	9	1	148	1	0	5	2	0	0	0	0	0	0	0	0	0	0	0
Truck Count		0	3	0	0	0	0	1	4	0	0	0	0	8															
9:45	10:00	12	64	2	5	2	7	14	39	1	0	11	3	160	0	0	1	0	0	1	1	0	0	0	1	0	0	0	0
Truck Count		0	5	1	0	0	0	0	4	1	0	0	0	11															
10:00	10:15	4	46	2	8	7	12	18	35	1	4	10	3	150	2	0	0	0	0	1	0	0	0	0	0	0	0	0	0
Truck Count		0	0	0	0	0	0	0	3	1	0	0	1	5															
10:15	10:30	3	113	3	6	10	7	11	49	2	1	5	4	214	1	0	0	1	0	1	0	0	0	0	1	0	0	0	0
Truck Count		0	3	0	0	0	0	0	1	1	0	0	0	5															

	1	2	3	4	5	6	7	8	9																		
10:30 10:45	7	40	5	4	7	10	11	44	0	2	6	0	136	2	1	11	2	0	0	0	0	1	0	0	0	0	0	0
Truck Count	0	2	0	0	0	0	0	2	0	0	0	0	4															
10:45 11:00	6	52	7	4	10	12	8	54	0	1	7	3	164	0	0	2	3	0	0	0	0	0	0	0	0	0	0	0
Truck Count	0	1	0	0	0	0	2	2	0	1	0	0	6															
11:00 11:15	5	42	3	5	8	10	15	44	3	5	9	1	150	1	1	0	1	0	0	0	0	0	1	0	0	0	0	0
Truck Count	1	1	0	0	0	0	0	2	0	0	0	0	4															
11:15 11:30	5	46	3	9	8	9	8	44	2	1	5	4	144	2	0	1	1	0	1	0	0	0	0	1	0	0	0	0
Truck Count	1	4	0	0	0	0	0	1	0	0	0	0	6															
11:30 11:45	9	56	5	5	11	9	16	51	5	3	8	7	185	1	0	2	1	0	0	0	0	0	0	0	0	0	0	0
Truck Count	0	3	0	0	1	0	0	1	0	0	0	0	5															
11:45 12:00	4	61	5	7	6	9	11	49	2	3	5	4	166	1	2	2	0	0	1	0	0	0	0	0	0	0	0	0
Truck Count	0	1	0	0	0	0	0	0	0	0	0	0	1															
12:00 12:15	13	67	7	6	6	18	19	63	4	4	8	9	224	2	5	1	10	0	3	0	0	0	0	0	0	0	0	0
Truck Count	0	1	0	0	0	0	0	1	0	0	0	1	3															
12:15 12:30	4	62	4	6	7	10	12	47	2	4	4	5	167	0	2	3	4	0	1	0	0	0	0	0	0	0	1	0
Truck Count	1	0	0	0	0	0	0	0	0	0	0	0	1															
12:30 12:45	8	74	7	14	12	12	6	56	0	4	3	6	202	0	4	4	4	0	0	0	0	0	0	0	0	0	0	0
Truck Count	0	2	1	0	0	0	0	1	0	0	0	0	4															
12:45 1:00	7	56	6	9	14	9	11	57	1	1	5	6	182	0	7	2	2	0	1	0	0	0	0	2	0	0	0	0
Truck Count	0	0	0	0	0	0	0	1	0	1	0	0	2															
1:00 1:15	10	62	5	12	11	15	14	62	3	0	3	4	201	0	2	2	4	0	1	0	0	0	0	2	0	0	0	0
Truck Count	0	0	0	0	0	0	0	0	0	0	0	0	0															
1:15 1:30	4	59	5	13	7	11	19	51	2	3	9	3	186	2	9	3	14	0	0	0	1	0	0	0	0	0	0	0
Truck Count	1	1	0	0	0	0	0	0	0	0	0	0	2															
1:30 1:45	11	59	11	11	14	15	13	67	3	2	15	1	222	0	2	12	2	0	0	0	0	0	0	0	0	0	0	0
Truck Count	0	1	0	1	0	0	0	1	0	0	0	0	3															
1:45 2:00	1	55	4	6	5	12	22	57	1	2	7	4	176	0	2	3	3	0	0	0	0	1	0	0	0	0	0	0
Truck Count	0	3	0	0	0	0	0	1	0	2	0	0	6															
2:00 2:15	1	54	3	3	15	11	13	53	1	4	11	3	172	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0
Truck Count	0	0	0	0	0	0	0	2	0	0	0	0	2															
2:15 2:30	8	66	7	10	1	15	6	48	2	2	7	5	177	0	2	12	2	0	0	0	0	0	0	0	0	0	0	0
Truck Count	0	0	0	0	0	0	0	1	0	0	0	0	1															
2:30 2:45	13	58	7	9	6	11	13	79	3	4	10	8	221	0	1	2	1	0	0	0	1	0	0	0	1	0	0	0
Truck Count	0	1	0	0	0	0	0	3	0	0	0	0	4															
2:45 3:00	7	45	3	11	13	13	12	73	5	2	14	5	203	0	0	5	4	0	0	0	0	0	1	1	0	0	0	0
Truck Count	0	0	0	0	0	0	0	0	0	0	0	0	0															
3:00 3:15	14	66	11	7	17	15	15	88	1	2	12	10	258	0	0	2	1	0	0	0	0	0	1	1	0	0	0	0
Truck Count	1	0	0	0	0	0	0	0	0	0	0	0	1															
3:15 3:30	14	43	5	5	8	15	7	53	2	0	6	4	162	1	0	4	1	0	1	0	0	0	0	1	0	0	0	0
Truck Count	0	2	0	0	0	0	0	0	0	1	0	0	3															
3:30 3:45	16	57	4	12	7	10	15	76	3	1	7	1	209	0	0	1	1	0	1	0	0	0	0	0	0	0	2	0
Truck Count	1	0	0	0	0	0	0	1	0	0	0	0	2															
3:45 4:00	9	64	4	14	7	14	17	82	7	1	11	5	235	1	0	3	1	0	2	0	0	0	0	1	0	0	0	0
Truck Count	0	1	0	0	0	0	0	1	0	0	0	0	2															
4:00 4:15	6	59	4	17	11	12	21	80	3	2	8	3	226	1	0	3	3	0	1	0	0	0	0	2	0	0	0	0
Truck Count	0	2	0	0	0	0	0	0	0	0	0	0	2															
4:15 4:30	8	56	7	3	11	12	11	102	1	2	5	2	220	0	1	4	2	1	3	0	0	0	1	1	0	0	0	0
Truck Count	0	0	0	0	0	0	0	1	0	1	0	0	2															
4:30 4:45	11	46	8	9	15	10	27	131	4	2	6	3	272	0	0	5	5	0	0	0	0	0	0	3	0	1	0	0
Truck Count	0	0	0	0	0	0	0	1	0	0	0	0	1															
4:45 5:00	7	76	3	7	11	6	17	104	4	3	8	2	248	0	3	2	2	0	2	0	0	0	0	2	0	0	0	0
Truck Count	0	1	0	1	0	0	0	0	0	0	0	0	2															
5:00 5:15	9	74	6	6	14	8	21	111	6	1	11	3	270	0	0	1	4	0	3	0	0	0	0	1	0	0	0	0
Truck Count	0	0	0	0	0	0	0	1	0	0	0	0	1															
5:15 5:30	11	65	4	8	12	5	13	86	5	2	13	1	225	0	2	2	2	0	1	0	0	0	0	0	0	0	0	0
Truck Count	0	0	0	0	0	0	0	0	0	0	0	0	0															
5:30 5:45	6	51	5	7	11	3	6	52	4	3	7	2	157	0	1	3	5	0	2	0	0	0	1	1	0	0	0	0
Truck Count	1	1	0	0	0	0	0	0	0	0	0	0	2															
5:45 6:00	7	58	4	8	9	5	9	50	8	2	6	3	169	0	2	1	1	0	0	0	0	0	0	3	0	0	0	1
Truck Count	0	0	0	0	0	0	0	0	0	0	0	0	0															



CONCEPT DRAWING

ISSUED FOR	BY	DATE
CONCEPT		10/16/14

REVISION	REV.	DATE

DRAWING NAME: SITE LAYOUT PLAN

PROJECT NAME: EAST BAYSIDE LOFTS

CLIENT: REDFERN MUNJOY, LLC.
P.O. BOX 8818 PORTLAND, ME 04104

ACORN ENGINEERING, INC.
158 DANFORTH STREET PORTLAND, MAINE 04102
(207) 775-2500

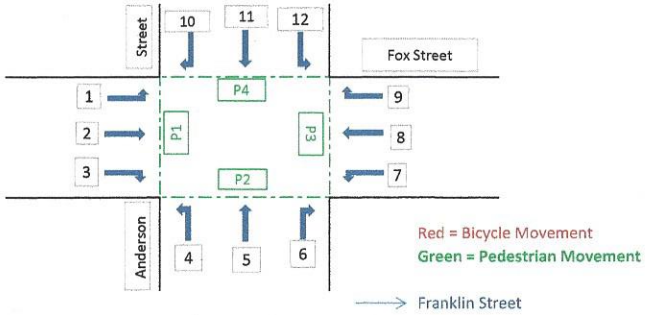
THESE PLANS SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION OF ACORN ENGINEERING, INC. AND THE UNAUTHORIZED USE OF THESE PLANS SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

FILE:	1053_CIVIL_10-17-14
DATE:	10-17-2014
JN:	1053
SCALE:	1:10
DESIGNED BY:	WHS
DRAWN BY:	MAG
CHECKED BY:	WHS

DRAWING NO.
C-11

Traffic Solutions
William J. Bray, P.E.
235 Bancroft Street
Portland, ME 04102
(207) 774-3603
(207) 400-6890 mobile
trafficsolutions@maine.rr.com

INTERSECTION PLAN
WITH NUMBERED MOVEMENTS:



Portland
Intersection: Fox Street/Anderson Street
Date: 10/24/14
Day of Week: Friday
Weather: Cloudy
Remarks: School bus came btwn 3:15-3:30

Count Summary Movement

Start	End	1	2	3	4	5	6	7	8	9	10	11	12	Total	P1	P2	P3	P4	C2	C3	C5	C6	C7	C8	C9	C11	C12
3:00	3:15	3	27	2	2	9	16	9	33	14	3	6	17	141	6	2	0	3	1	0	0	0	0	0	0	0	0
Truck Count		0	1	2	0	0	0	0	2	1	0	0	0	6													
3:15	3:30	3	40	2	8	9	16	11	24	10	5	8	12	148	10	0	3	11	0	1	1	0	1	0	0	0	0
Truck Count		0	0	0	0	0	1	0	0	0	0	0	0	1													
3:30	3:45	1	42	1	2	7	19	7	30	22	2	10	7	150	0	0	2	0	0	0	0	0	0	0	0	1	0
Truck Count		0	1	0	0	0	0	1	0	0	0	0	0	2													
3:45	4:00	0	42	1	6	8	34	6	34	16	3	6	15	171	1	0	0	1	0	0	0	1	0	0	0	0	0
Truck Count		0	1	0	0	0	1	0	0	0	1	0	0	3													
4:00	4:15	3	38	8	3	13	20	10	29	13	0	8	22	167	0	0	1	0	1	0	0	0	0	1	0	0	0
Truck Count		0	0	0	1	0	0	0	1	0	0	0	0	2													
4:15	4:30	1	34	1	4	6	18	7	31	25	3	3	12	145	0	1	1	2	0	0	0	0	0	0	0	0	0
Truck Count		0	1	0	0	0	0	0	0	0	0	0	0	1													
4:30	4:45	2	47	5	4	14	12	11	38	10	1	5	14	163	1	0	0	2	0	0	0	0	0	0	0	0	0
Truck Count		0	0	0	0	0	0	0	0	0	0	0	0	0													
4:45	5:00	0	48	5	9	3	7	0	42	12	2	1	11	140	0	1	0	0	0	0	0	0	0	0	0	0	0
Truck Count		0	0	1	1	0	0	0	0	1	0	0	0	3													
5:00	5:15	0	43	2	7	11	19	5	37	14	0	3	16	157	1	0	1	4	0	0	0	0	0	0	0	0	1
Truck Count		0	0	0	0	0	0	0	0	0	0	0	0	0													
5:15	5:30	2	24	3	6	8	18	7	36	13	1	4	12	134	2	0	1	5	0	0	0	0	1	0	1	0	0
Truck Count		0	0	0	0	0	1	0	0	0	0	0	0	1													
5:30	5:45	2	24	4	4	7	10	15	37	16	1	4	18	142	5	0	0	5	1	0	1	0	0	1	0	0	0
Truck Count		0	1	0	0	0	0	0	1	0	0	0	0	2													
5:45	6:00	1	14	2	6	3	12	3	32	12	1	4	9	99	1	0	7	3	0	0	0	0	0	0	0	0	0
Truck Count		0	0	0	0	0	0	0	1	0	0	1	0	2													

PEAK HOUR COUNT **TIME:** 3:45 **TO:** 4:45

6	163	15	18	41	85	34	133	64	8	22	63	652

Traffic Solutions
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235 Bancroft Street
Portland, ME 04102
(207) 774-3603
(207) 400-6890 mobile
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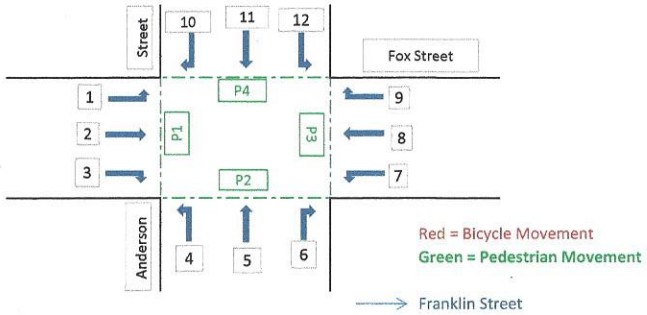
INTERSECTION PLAN
WITH NUMBERED MOVEMENTS:



Portland
Intersection: Fox Street/Anderson Street
Date: 10/24/14
Day of Week: Friday
Weather: Cloudy
Remarks:

Count Summary Movement

Start	End	1	2	3	4	5	6	7	8	9	10	11	12	Total	P1	P2	P3	P4	C2	C4	C5	C6	C7	C8	C9	C11	C12
12:00	12:15	2	31	4	8	8	16	12	35	12	2	10	10	150	0	1	2	1	0	0	0	0	0	0	0	0	0
Truck Count		0	0	0	0	1	1	0	2	0	0	0	0	4													
12:15	12:30	0	28	3	6	11	17	16	30	16	2	5	13	147	5	0	2	1	0	0	0	1	0	0	0	0	0
Truck Count		0	2	0	1	1	0	0	1	0	0	0	1	6													
12:30	12:45	0	28	3	4	10	16	12	27	7	4	3	15	129	6	1	3	1	0	0	0	0	1	0	0	0	0
Truck Count		0	1	0	0	0	0	0	2	0	0	1	1	5													
12:45	1:00	1	28	7	8	10	18	7	27	16	2	8	11	143	4	1	8	0	0	0	0	0	0	0	0	0	0
Truck Count		0	2	0	0	1	1	0	2	1	0	0	0	7													
1:00	1:15	0	30	5	3	8	19	11	29	4	0	6	10	125	4	2	3	1	0	0	1	0	0	0	0	0	0
Truck Count		0	1	0	0	0	0	0	0	2	0	0	0	3													
1:15	1:30	0	39	3	14	20	48	7	32	9	3	3	21	199	23	1	19	3	2	1	1	0	0	0	0	0	0
Truck Count		0	0	0	0	0	0	0	0	0	0	0	0	0													
1:30	1:45	0	37	3	4	13	32	10	23	12	1	1	13	149	1	1	0	1	0	0	0	0	0	0	0	0	0
Truck Count		0	1	0	0	0	4	1	0	0	0	0	0	6													
1:45	2:00	1	31	4	4	12	41	10	27	13	1	4	8	156	2	1	4	3	0	0	0	0	0	0	0	0	0
Truck Count		0	0	0	0	0	2	1	0	0	0	0	0	3													
2:00	2:15	0	33	5	4	5	12	5	16	12	1	4	17	114	0	0	0	0	0	0	0	0	0	0	0	1	0
Truck Count		0	0	0	0	0	1	0	0	0	0	0	0	1													
2:15	2:30	0	34	3	4	6	2	10	25	8	1	6	13	112	1	2	2	4	0	0	0	1	1	0	0	0	0
Truck Count		0	0	0	0	0	2	0	0	0	0	0	0	2													
2:30	2:45	0	22	1	5	7	9	6	33	11	2	3	17	116	7	1	0	1	0	0	0	0	0	0	0	0	1
Truck Count		0	0	0	0	0	0	0	0	0	0	0	0	0													
2:45	3:00	2	26	3	6	7	17	7	33	20	1	5	12	139	0	1	1	1	0	0	0	0	0	1	2	0	2
Truck Count		0	0	1	0	0	3	0	0	0	0	0	0	4													

PEAK HOUR COUNT **TIME:** 1:00 **TO:** 2:00

1	139	15	25	53	146	40	111	40	5	14	52	641

September 2014

East Bayside Athletic Facility

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
	5:00 PM-8:00 PM Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**11:00 AM-3:00 PM** W rugby AF Field Rental Portland Womens Rugby Club / Brittney Braasch 11:00 AM-3:00 PM
7	8	9	10	11	12	13
10:45 AM-1:15 PM Plymouth HSL Adult FB AF Game Field Prep The Plymouth House / John Buro 10:45 AM-1:15 PM **2:00 PM-6:00 PM** Soccer League AF Game Field Prep Portland Latino League Soccer / carlos salamonca 2:00 PM-6:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**12:00 PM-4:00 PM** Men's Rugby AF Game Field Prep Portland Rugby Club - Men's / Matthew Winch 12:00 PM-4:00 PM
14	15	16	17	18	19	20
10:45 AM-1:15 PM Plymouth HSL Adult FB AF Game Field Prep The Plymouth House / John Buro 10:45 AM-1:15 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**11:00 AM-3:00 PM** W rugby AF Field Rental Portland Womens Rugby Club / Brittney Braasch 11:00 AM-3:00 PM
21	22	23	24	25	26	27
10:45 AM-1:15 PM Plymouth HSL Adult FB AF Game Field Prep The Plymouth House / John Buro	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth	**11:00 AM-3:00 PM** W rugby AF Field Rental Portland Womens Rugby Club / Brittney Braasch

September 2014

East Bayside Athletic Facility

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
21	22	23	24	25	26	27
10:45 AM-1:15 PM	5:00 PM-8:00 PM	5:00 PM-8:00 PM	5:00 PM-8:00 PM	5:00 PM-8:00 PM	5:00 PM-8:00 PM	11:00 AM-3:00 PM
28	29	30				
10:45 AM-1:15 PM Plymouth HSL Adult FB AF Game Field Prep The Plymouth House / John Buro 10:45 AM-1:15 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM				

October 2014

East Bayside Athletic Facility

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
			5:00 PM-8:00 PM Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**12:00 PM-4:00 PM** Men's Rugby AF Game Field Prep Portland Rugby Club - Men's / Matthew Winch 12:00 PM-4:00 PM
5	6	7	8	9	10	11
10:45 AM-1:15 PM Plymouth HSL Adult FB AF Game Field Prep The Plymouth House / John Buro 10:45 AM-1:15 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**12:00 PM-4:00 PM** Men's Rugby AF Game Field Prep Portland Rugby Club - Men's / Matthew Winch 12:00 PM-4:00 PM
12	13	14	15	16	17	18
10:45 AM-1:15 PM Plymouth HSL Adult FB AF Game Field Prep The Plymouth House / John Buro 10:45 AM-1:15 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	
19	20	21	22	23	24	25
10:45 AM-1:15 PM Plymouth HSL Adult FB AF Game Field Prep The Plymouth House / John Buro 10:45 AM-1:15 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	
26	27	28	29	30	31	
10:45 AM-1:15 PM Plymouth HSL Adult FB AF Game Field Prep						

October 2014

East Bayside Athletic Facility

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30	31	
The Plymouth House / John Buro 10:45 AM-1:15 PM						

November 2014

East Bayside Athletic Facility

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1

October, 2014

Traffic Signal Warrant Assessment
Washington Avenue/Fox Street/Walnut Street Intersection
Portland, Maine

TRAFFIC SIGNAL WARRANT ASSESSMENT

The traffic signal warrant analysis follows the guidelines presented in the 2009 edition of the Manual on Uniform Traffic Control Devices (MUTCD) in Chapter 4C. The MUTCD provides nine separate traffic signal warrants, whereby, prevailing conditions at an intersection can be evaluated to determine if sequenced traffic signals are warranted. Each of the nine warrants is listed as follows:

Warrant 1 – Eight Hour Vehicular Volume
Warrant 2 – Four Hour Vehicular Volume
Warrant 3 – Peak Hour
Warrant 4 – Pedestrian Volume
Warrant 5 – School Crossing
Warrant 6 – Coordinated Signal System
Warrant 7 – Crash Experience
Warrant 8 – Roadway Network
Warrant 9 – Intersection near a Grade Crossing

The federal publication clearly states that, ***"the satisfaction of a traffic signal warrant or warrants shall not in itself require the installation of a traffic control signal".*** Guidance is specifically provided in the MUTCD on the conduct of the required engineering study and the judgment required in completing the signal warrant assessment. The direction provided, specific to prevailing conditions found at the study intersection, is summarized as follows:

A traffic signal should not be installed unless an engineering study indicates that the signal will improve the overall safety and/or operation of the intersection.

A signal should not be installed if it will seriously disrupt traffic flow.

Estimated 2014 "Average" Hourly Traffic Data: The federal MUTCD publication specifically states that the determination of traffic signal justification must be based upon "*average*" travel conditions. MaineDOT provides weekly group mean factors for multiple roadway classifications for the full state highway system based upon their extensive annual traffic count program. MaineDOT has established that the section of Washington Avenue and both Walnut and Fox Streets at the noted intersection are Group I roadways, which are defined as urban roadways or those roads that typically see commuter traffic and experience little fluctuation from week to week throughout the year. MaineDOT's annual count program suggests that the last week in October, during a typical year is generally representative of "*average*" travel conditions (MaineDOT's weekly mean factor for the week of October 27 is 0.97).

Accordingly, a manual traffic turning movement count was conducted at the subject intersection on Tuesday, October 28, 2014. The traffic data survey recorded all vehicular and pedestrian traffic entering the intersection in 15-minute intervals between the hours of 6:00AM and 6:00PM consistent with the MaineDOT's policy in the performance of a traffic signal warrant study (A copy of the data summary is

attached for reference). Table 1 below presents the collected data in a summary format for the traffic signal warrant assessment:

Table 1
Traffic Signal Warrant Study
***"Average"* Conditions - Vehicular and Pedestrian Volumes**
(Washington Avenue/Fox Street/Walnut Street Intersection)

Time of Day	Major Street Volume[1] (Both Approaches Washington Avenue)	Minor Street Volume[2] Fox Street	Minor Street Volume[2] Walnut Street	Pedestrian Volumes Crossing Washington Avenue
6:00 - 7:00AM	359	59	59	0
7:00 - 8:00AM	698	91	87	7
8:00 - 9:00AM	921	95	116	6
9:00 - 10:00AM	551	73	69	5
10:00 - 11:00AM	539	97	48	11
11:00 - 12:00PM	509	97	55	8
12:00 - 1:00PM	601	109	61	22
1:00 - 2:00PM	608	133	55	25
2:00 - 3:00PM	587	118	75	11
3:00 - 4:00PM	680	131	61	6
4:00 - 5:00PM	801	125	47	13
5:00 - 6:00PM	674	96	54	12

Notes:
[1] Washington Avenue has been defined as the "major" street.
[2] Minor Street approaches are both Fox Street and Walnut Street. All right-turn movements were included in hourly Minor Street volumes.

Traffic Safety Data: The Washington Avenue/Walnut Street/Fox Street intersection meets MaineDOT's criteria for a high crash location. A total of 9 crashes and a Critical Rate Factor (CRF) of 1.98 were reported for the intersection. A more in-depth review (preparation of detailed vehicle collision diagrams) was prepared for the intersection to determine if a clear pattern of accident is occurring (Copies of the Collision Diagrams are attached as an appendix to the report).

The detailed review of the vehicle crash reports for the intersection would suggest two clear patterns of concern: 1) four of the nine accidents involved vehicles on the Fox Street approach turning left onto Washington Avenue being struck by thru vehicles traveling eastbound on Washington Avenue; 2) the second pattern, with a total of three collisions, involved vehicles approaching Washington Avenue from Walnut Street sliding through the intersection striking a thru vehicle on Washington Avenue.

Traffic Signal Warrant Analyses: The assessment was conducted for Warrants 1, 2, 3, 4 and 7; the remaining warrants were considered not applicable for conditions found at the subject intersection. Each of the five traffic signal warrants used in the analyses are briefly described below followed by a determination of whether forecast conditions meet or fail required conditions.

Warrant 1: Eight Hour Vehicular Volume
Condition A - Warrant requires 500 vehicles per hour on major roadway (combination of both directions) and a total of 150 vehicles per hour on the highest minor street approach.
Condition B - Warrant requires 750 vehicles per hour on major roadway (combination of both directions) and a total of 75 vehicles per hour on the highest minor street approach.
Condition A+B - Warrant requires 80% of values stated for both Conditions A & B.

Warrant Not Satisfied Condition A: Hourly volumes on either side street below minimum value of 150 vehicles for eight hour time period.
Warrant Not Satisfied Condition B: Hourly volumes on major street below minimum value of 775 vehicles for eight hour time period.
Warrant Not Satisfied Condition A+B: Hourly volumes on both major and minor streets below minimum values for eight hour time period.

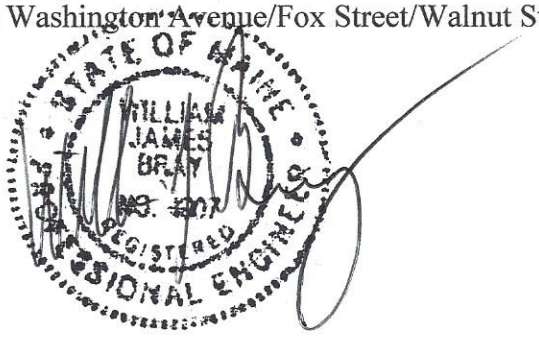
Warrant 2: Four Hour Vehicular Volume
If travel conditions for any four hours of an average day representing the volume per hour on the major street and the corresponding vehicles per hour on the higher volume minor street approach all fall above the applicable curve in Figure 4C-1 (Refer to attached Figure 4C-1with plotted points).
Warrant Not Satisfied: All points on Figure 4C-1 fall below applicable curve.

Warrant 3: Peak Hour
If travel conditions for one hour of an average day representing the volume per hour on the major street and the corresponding vehicles per hour on the higher volume minor street approach fall above the applicable curve in Figure 4C-3. (Refer to attached Figure 4C-3with plotted points).
Warrant Not Satisfied: All points on Figure 4C-3 fall below applicable curve.

Warrant 4: Pedestrian Volume
The need for a traffic signal shall be considered if study finds that one of the following criteria is met:
A. For each of any 4 hours of an "average" day the volume of vehicles on major street and the volume of pedestrians crossing street all fall above curve in Figure 4C-5 or,
B. For 1 hour (any four consecutive 15-minute periods) of an "average" day the volume of vehicles on major street and the volume of pedestrians crossing major street falls above curve in Figure 4C-7.
Warrant Not Satisfied Condition A: All points on Figure 4C-5 fall below applicable curve.
Warrant Not Satisfied Condition B: All points on Figure 4C-7 fall below applicable curve.

Warrant 7: Crash Experience
Each of the following criteria must be met to consider the need for a traffic control signal:
A. Adequate trial of alternatives with satisfactory observance and enforcement has failed to reduce the crash frequency; and
B. Five or more reported crashes, of types susceptible to correction by a traffic control signal, have occurred within a 12-month period; and
C. For each of any 8 hours of an average day, the vehicles per hour given in the 80% column for Condition A in Table 4C-1, or the vph in both of the columns of Condition B in Table 4C-1 exists on both the major and minor street approaches.
Warrant Not Satisfied: Criteria B isn't met, only four crashes reported by MaineDOT meet standard. Criteria C traffic volume requirement of 80% of values for Condition A and B stated in Warrant 1 above are not met for eight hours of an average day.

In summary, based upon the presentation of facts stated above, sequenced traffic control signals are not warranted at the Washington Avenue/Fox Street/Walnut Street intersections.



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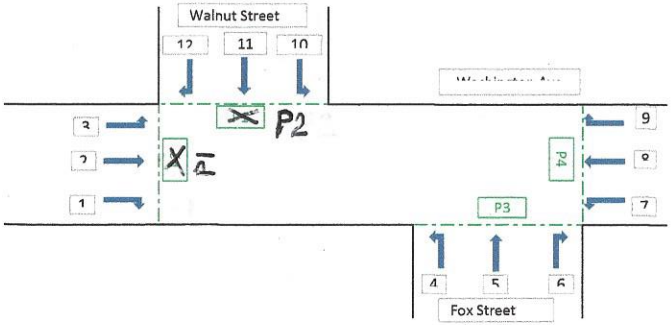
INTERSECTION PLAN
WITH NUMBERED MOVEMENTS:



Portland
Intersection: Washington Ave/Fox St/Walnut St
Date: 10/28/14
Day of Week: Tuesday
Weather:
Remarks:

Red = Bicycle Movement
Green = Pedestrian Movement

Count Summary Movement

Start	End	1	2	3	4	5	6	7	8	9	10	11	12	Total	P1	P2	P3	P4	C1	C2	C3	C4	C6	C7	C8	C9	C10	C11	C12
6:00	6:15	4	29	3	4	1	9	6	9	0	0	3	3	71	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0
Truck Count		0	0	0	0	0	0	0	1	0	1	0	0	2															
6:15	6:30	3	37	5	4	3	6	5	21	0	4	16	0	104	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Truck Count		0	3	0	0	0	0	0	0	0	0	0	0	3															
6:30	6:45	4	45	6	4	6	5	10	35	2	0	4	13	134	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0
Truck Count		0	1	0	0	0	0	0	0	0	0	0	0	1															
6:45	7:00	3	82	10	2	8	7	7	25	0	0	10	3	157	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0
Truck Count		0	1	0	0	0	0	1	0	0	0	1	1	4															
7:00	7:15	8	55	4	6	4	8	7	28	1	2	15	6	144	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0
Truck Count		0	1	0	0	0	0	0	2	0	1	0	0	4															
7:15	7:30	5	97	2	5	3	15	11	35	1	0	13	4	191	0	2	3	0	0	0	0	0	0	0	3	0	0	0	0
Truck Count		0	3	0	0	0	0	0	2	0	0	0	0	5															
7:30	7:45	5	133	3	4	11	9	14	48	1	2	17	5	252	1	0	0	1	0	0	0	0	1	0	0	0	0	0	0
Truck Count		0	1	1	1	0	0	0	2	1	0	0	0	6															
7:45	8:00	8	143	4	5	10	10	18	55	0	2	13	7	275	0	0	1	5	0	2	0	0	0	0	1	0	0	0	0
Truck Count		0	2	0	0	0	0	0	0	0	1	0	0	3															
8:00	8:15	6	176	5	6	9	8	22	61	1	1	17	14	326	1	7	0	1	0	0	0	0	0	0	0	0	0	0	0
Truck Count		0	3	1	0	0	1	0	2	0	0	0	0	7															
8:15	8:30	12	133	3	9	8	8	15	49	4	6	23	11	281	0	0	0	3	0	2	0	0	0	1	0	0	0	0	0
Truck Count		0	2	0	1	0	0	0	1	0	0	1	0	5															
8:30	8:45	12	143	2	9	2	8	13	39	3	1	12	8	252	0	0	0	0	0	3	0	0	0	0	0	0	0	0	0
Truck Count		0	3	0	0	0	0	1	2	0	0	0	1	7															
8:45	9:00	7	122	3	5	5	15	18	46	1	1	12	7	242	1	0	3	0	0	3	0	0	0	0	1	0	0	0	0
Truck Count		0	3	0	1	0	1	1	6	0	1	0	0	13															
9:00	9:15	3	96	2	3	8	9	7	34	1	0	17	4	184	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0
Truck Count		0	2	1	0	0	1	0	2	0	1	0	0	7															
9:15	9:30	7	69	0	8	9	6	12	31	2	3	14	5	166	1	0	0	0	0	0	0	0	0	0	2	0	0	0	0
Truck Count		2	3	1	0	0	0	1	2	0	0	0	0	9															
9:30	9:45	4	69	2	4	4	7	10	36	1	1	9	1	148	1	0	5	2	0	0	0	0	0	0	0	0	0	0	0
Truck Count		0	3	0	0	0	0	1	4	0	0	0	0	8															
9:45	10:00	12	64	2	5	2	7	14	39	1	0	11	3	160	0	0	1	0	0	1	1	0	0	0	1	0	0	0	0
Truck Count		0	5	1	0	0	0	0	4	1	0	0	0	11															
10:00	10:15	4	46	2	8	7	12	18	35	1	4	10	3	150	2	0	0	0	0	1	0	0	0	0	0	0	0	0	0
Truck Count		0	0	0	0	0	0	0	3	1	0	0	1	5															
10:15	10:30	3	113	3	6	10	7	11	49	2	1	5	4	214	1	0	0	1	0	1	0	0	0	0	1	0	0	0	0
Truck Count		0	3	0	0	0	0	0	1	1	0	0	0	5															

	1	2	3	4	5	6	7	8	9																		
10:30 10:45	7	40	5	4	7	10	11	44	0	2	6	0	136	2	1	11	2	0	0	0	0	1	0	0	0	0	0	0
Truck Count	0	2	0	0	0	0	0	2	0	0	0	0	4															
10:45 11:00	6	52	7	4	10	12	8	54	0	1	7	3	164	0	0	2	3	0	0	0	0	0	0	0	0	0	0	0
Truck Count	0	1	0	0	0	0	2	2	0	1	0	0	6															
11:00 11:15	5	42	3	5	8	10	15	44	3	5	9	1	150	1	1	0	1	0	0	0	0	0	1	0	0	0	0	0
Truck Count	1	1	0	0	0	0	0	2	0	0	0	0	4															
11:15 11:30	5	46	3	9	8	9	8	44	2	1	5	4	144	2	0	1	1	0	1	0	0	0	0	1	0	0	0	0
Truck Count	1	4	0	0	0	0	0	1	0	0	0	0	6															
11:30 11:45	9	56	5	5	11	9	16	51	5	3	8	7	185	1	0	2	1	0	0	0	0	0	0	0	0	0	0	0
Truck Count	0	3	0	0	1	0	0	1	0	0	0	0	5															
11:45 12:00	4	61	5	7	6	9	11	49	2	3	5	4	166	1	2	2	0	0	1	0	0	0	0	0	0	0	0	0
Truck Count	0	1	0	0	0	0	0	0	0	0	0	0	1															
12:00 12:15	13	67	7	6	6	18	19	63	4	4	8	9	224	2	5	1	10	0	3	0	0	0	0	0	0	0	0	0
Truck Count	0	1	0	0	0	0	0	1	0	0	0	1	3															
12:15 12:30	4	62	4	6	7	10	12	47	2	4	4	5	167	0	2	3	4	0	1	0	0	0	0	0	0	0	1	0
Truck Count	1	0	0	0	0	0	0	0	0	0	0	0	1															
12:30 12:45	8	74	7	14	12	12	6	56	0	4	3	6	202	0	4	4	4	0	0	0	0	0	0	0	0	0	0	0
Truck Count	0	2	1	0	0	0	0	1	0	0	0	0	4															
12:45 1:00	7	56	6	9	14	9	11	57	1	1	5	6	182	0	7	2	2	0	1	0	0	0	0	2	0	0	0	0
Truck Count	0	0	0	0	0	0	0	1	0	1	0	0	2															
1:00 1:15	10	62	5	12	11	15	14	62	3	0	3	4	201	0	2	2	4	0	1	0	0	0	0	2	0	0	0	0
Truck Count	0	0	0	0	0	0	0	0	0	0	0	0	0															
1:15 1:30	4	59	5	13	7	11	19	51	2	3	9	3	186	2	9	3	14	0	0	0	1	0	0	0	0	0	0	0
Truck Count	1	1	0	0	0	0	0	0	0	0	0	0	2															
1:30 1:45	11	59	11	11	14	15	13	67	3	2	15	1	222	0	2	12	2	0	0	0	0	0	0	0	0	0	0	0
Truck Count	0	1	0	1	0	0	0	1	0	0	0	0	3															
1:45 2:00	1	55	4	6	5	12	22	57	1	2	7	4	176	0	2	3	3	0	0	0	0	1	0	0	0	0	0	0
Truck Count	0	3	0	0	0	0	0	1	0	2	0	0	6															
2:00 2:15	1	54	3	3	15	11	13	53	1	4	11	3	172	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0
Truck Count	0	0	0	0	0	0	0	2	0	0	0	0	2															
2:15 2:30	8	66	7	10	1	15	6	48	2	2	7	5	177	0	2	12	2	0	0	0	0	0	0	0	0	0	0	0
Truck Count	0	0	0	0	0	0	0	1	0	0	0	0	1															
2:30 2:45	13	58	7	9	6	11	13	79	3	4	10	8	221	0	1	2	1	0	0	0	1	0	0	0	1	0	0	0
Truck Count	0	1	0	0	0	0	0	3	0	0	0	0	4															
2:45 3:00	7	45	3	11	13	13	12	73	5	2	14	5	203	0	0	5	4	0	0	0	0	0	1	1	0	0	0	0
Truck Count	0	0	0	0	0	0	0	0	0	0	0	0	0															
3:00 3:15	14	66	11	7	17	15	15	88	1	2	12	10	258	0	0	2	1	0	0	0	0	0	1	1	0	0	0	0
Truck Count	1	0	0	0	0	0	0	0	0	0	0	0	1															
3:15 3:30	14	43	5	5	8	15	7	53	2	0	6	4	162	1	0	4	1	0	1	0	0	0	0	1	0	0	0	0
Truck Count	0	2	0	0	0	0	0	0	0	1	0	0	3															
3:30 3:45	16	57	4	12	7	10	15	76	3	1	7	1	209	0	0	1	1	0	1	0	0	0	0	0	0	0	2	0
Truck Count	1	0	0	0	0	0	0	1	0	0	0	0	2															
3:45 4:00	9	64	4	14	7	14	17	82	7	1	11	5	235	1	0	3	1	0	2	0	0	0	0	1	0	0	0	0
Truck Count	0	1	0	0	0	0	0	1	0	0	0	0	2															
4:00 4:15	6	59	4	17	11	12	21	80	3	2	8	3	226	1	0	3	3	0	1	0	0	0	0	2	0	0	0	0
Truck Count	0	2	0	0	0	0	0	0	0	0	0	0	2															
4:15 4:30	8	56	7	3	11	12	11	102	1	2	5	2	220	0	1	4	2	1	3	0	0	0	1	1	0	0	0	0
Truck Count	0	0	0	0	0	0	0	1	0	1	0	0	2															
4:30 4:45	11	46	8	9	15	10	27	131	4	2	6	3	272	0	0	5	5	0	0	0	0	0	0	3	0	1	0	0
Truck Count	0	0	0	0	0	0	0	1	0	0	0	0	1															
4:45 5:00	7	76	3	7	11	6	17	104	4	3	8	2	248	0	3	2	2	0	2	0	0	0	0	2	0	0	0	0
Truck Count	0	1	0	1	0	0	0	0	0	0	0	0	2															
5:00 5:15	9	74	6	6	14	8	21	111	6	1	11	3	270	0	0	1	4	0	3	0	0	0	0	1	0	0	0	0
Truck Count	0	0	0	0	0	0	0	1	0	0	0	0	1															
5:15 5:30	11	65	4	8	12	5	13	86	5	2	13	1	225	0	2	2	2	0	1	0	0	0	0	0	0	0	0	0
Truck Count	0	0	0	0	0	0	0	0	0	0	0	0	0															
5:30 5:45	6	51	5	7	11	3	6	52	4	3	7	2	157	0	1	3	5	0	2	0	0	0	1	1	0	0	0	0
Truck Count	1	1	0	0	0	0	0	0	0	0	0	0	2															
5:45 6:00	7	58	4	8	9	5	9	50	8	2	6	3	169	0	2	1	1	0	0	0	0	0	0	3	0	0	0	1
Truck Count	0	0	0	0	0	0	0	0	0	0	0	0	0															

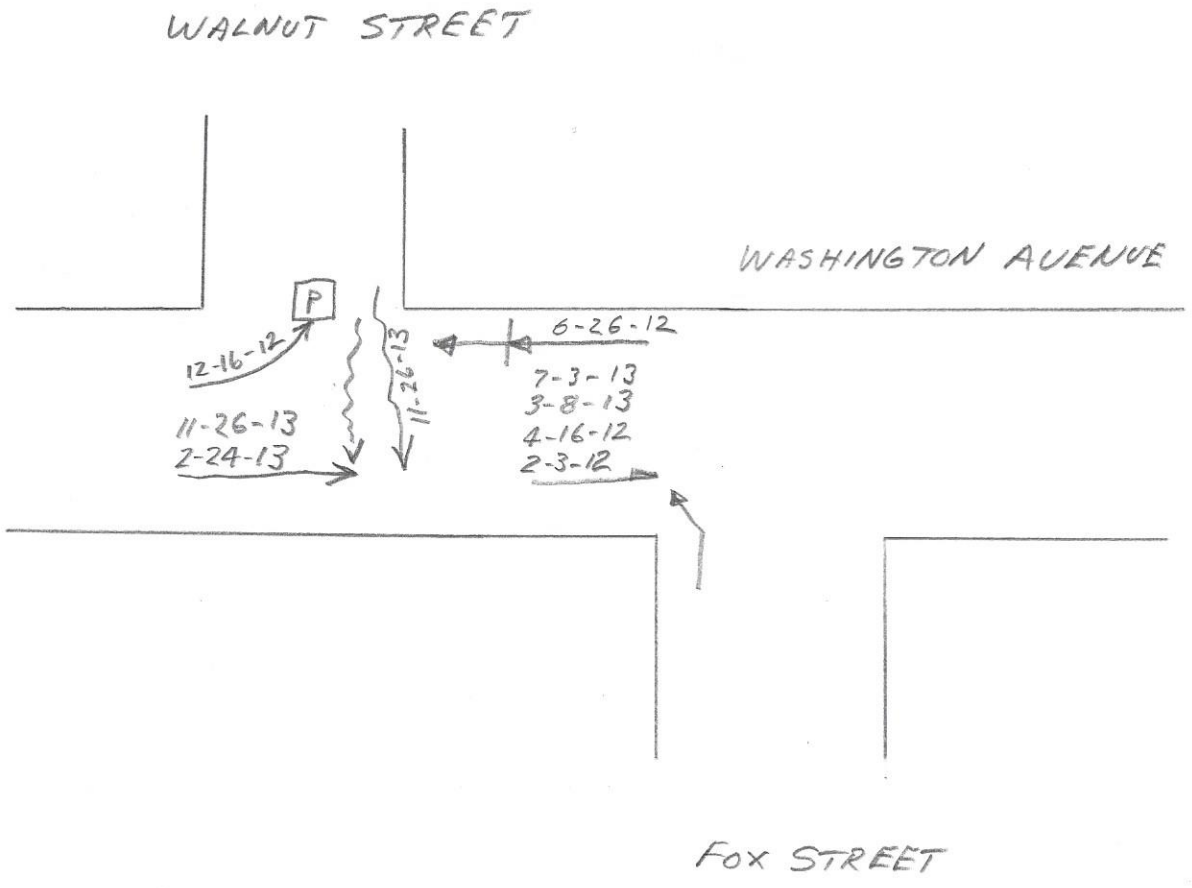
COLLISION DIAGRAM

SHEET 1 OF 2

LOCATION WASHINGTON AVE. / WALNUT ST. / FOX ST.

TOWN PORTLAND NODE NO(S) P18879

YEARS REVIEWED 2011-2014 DATE PREPARED 8-23-2014



CRITICAL RATE FACTOR _____ EQUIV. PROP. DAMAGE ACC/YEAR _____ ACC/MEV _____

LIGHT
1. DAWN (MORNING) 2. DAYLIGHT 3. DUSK (EVENING)
4. DARK (ST. LIGHTS ON) 5. DARK (NO ST. LIGHTS) 6. DARK (ST. LIGHTS OFF)
7. OTHER

ROAD SURFACE
1. DRY 2. WET 3. SNOW/SLUSH-SANDED
4. ICE/PACKED SNOW-SANDED 5. MUDDY 6. DEBRIS
7. OILY 8. SNOW/SLUSH-NOT SANDED 9. ICE-PKD. SNOW-NOT SANDED
10. OTHER

APPARENT CONTRIBUTING FACTORS - HUMAN
1. NO IMPROPER ACTION 2. FAIL TO YLD. RIGHT OF WAY 3. ILLEGAL UNSAFE SPEED
4. FOLLOW TOO CLOSE 5. DISREGARD TRAFFIC CONTROL DEVICE
6. DRIVING LEFT OF CENTER-NO PASSING 7. IMPROPER PASS-OVERTAKING
8. IMP. UNSAFE LANE CHANGE 9. IMP. PARKING START/STOP 10. IMPROPER TURN
11. UNSAFE BACKING 12. NO SIGNAL OR IMP. SIGNAL 13. IMPEDING TRAFFIC
14. DRIVER INATTENTION-DISTRACTION 15. DRIVER INEXPERIENCE
16. PEDEST. VIOLATION ERROR 17. PHYSICAL IMPAIRMENT 18. VISION OBSCURED-WINDSHIELD GLASS
19. VISION OBSCURED-SUN/HEADLIGHTS
20. OTHER VISION OBSCUREMENT 30. OTHER HUMAN VIOLATION FACTOR
31. HIT AND RUN 51. UNKNOWN

- VEHICULAR
41. DEFECTIVE BRAKES 42. DEFECTIVE TIRE/FAILURE 43. DEFECTIVE LIGHTS
44. DEFECTIVE SUSPENSION OR FACTOR 45. DEFECTIVE STEERING 50. OTHER VEHICLE DEFECT
51. UNKNOWN

SYMBOLS

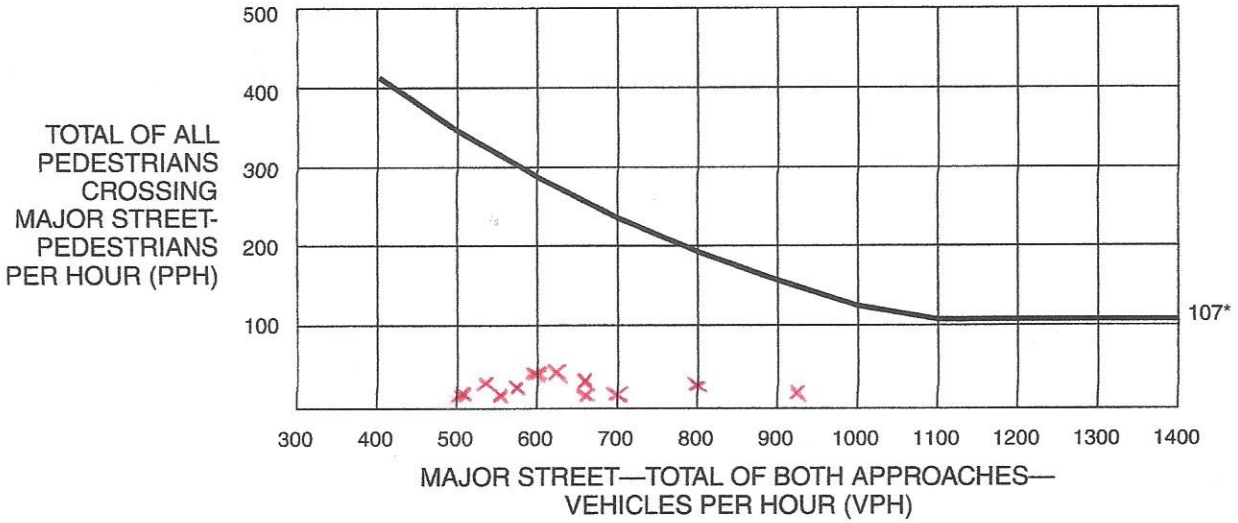
ANGLE		PEDESTRIAN	P	FATAL ACCIDENT	●
BACKING		REAR END			
FIXED OBJECT	□	SIDE SWIPE		VEHICLE (MOVING)	
HEAD ON		TURNING MOVE		BICYCLE	B
OVERTURN		CHANGE LANE		ANIMAL	A
PARKED VEHICLE		OUT OF CONTROL		SLED	S

WEATHER
C = CLEAR F = FOG R = RAIN
SL = SLEET S = SNOW CL = CLOUDY
XW = CROSS WINDS

INJURIES
K = FATAL B = NON-INCAPACITATING
A = INCAPACITATING C = POSSIBLE INJURY

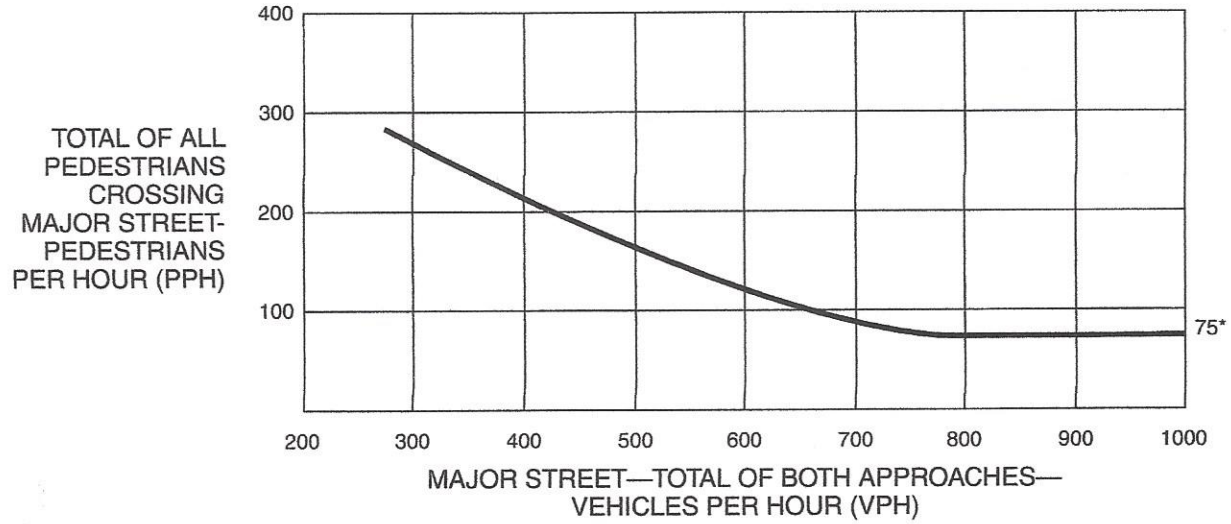
S:/SHEETS/COLLISION DIAGRAM.DWG

Figure 4C-5. Warrant 4, Pedestrian Four-Hour Volume



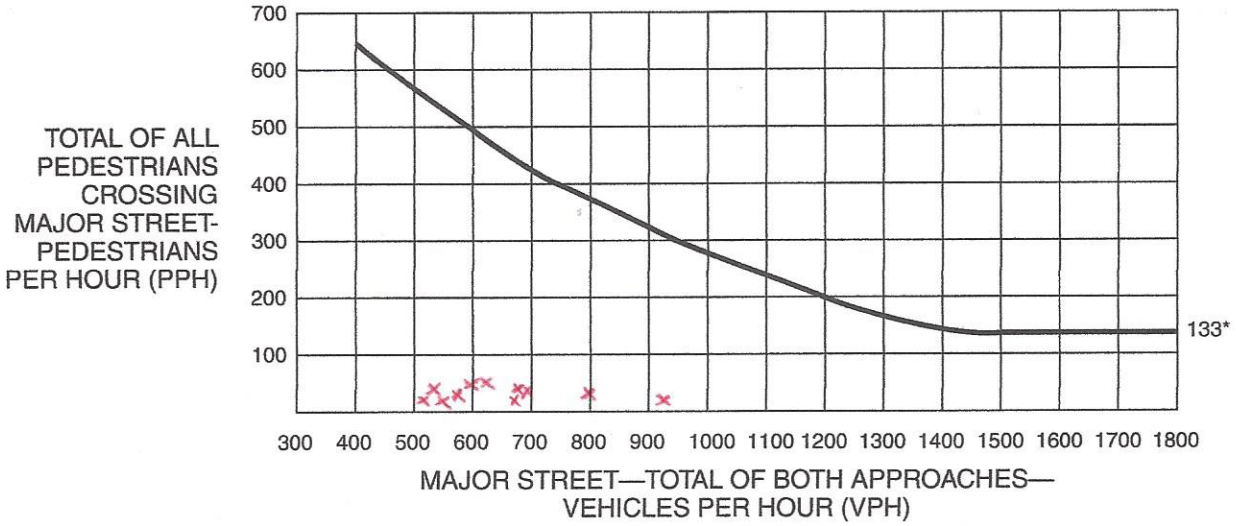
*Note: 107 pph applies as the lower threshold volume.

Figure 4C-6. Warrant 4, Pedestrian Four-Hour Volume (70% Factor)



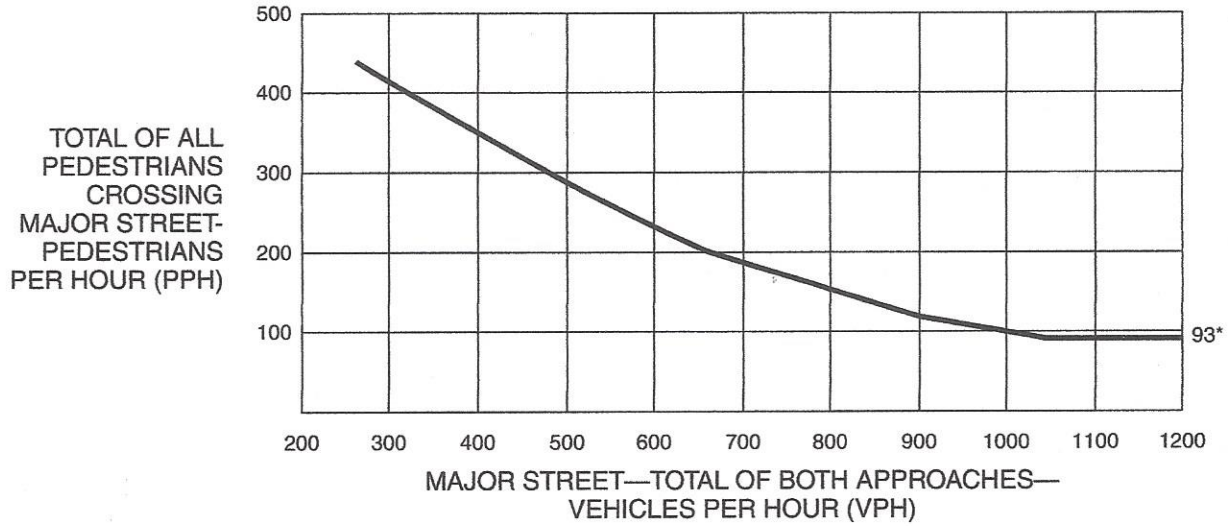
*Note: 75 pph applies as the lower threshold volume.

Figure 4C-7. Warrant 4, Pedestrian Peak Hour



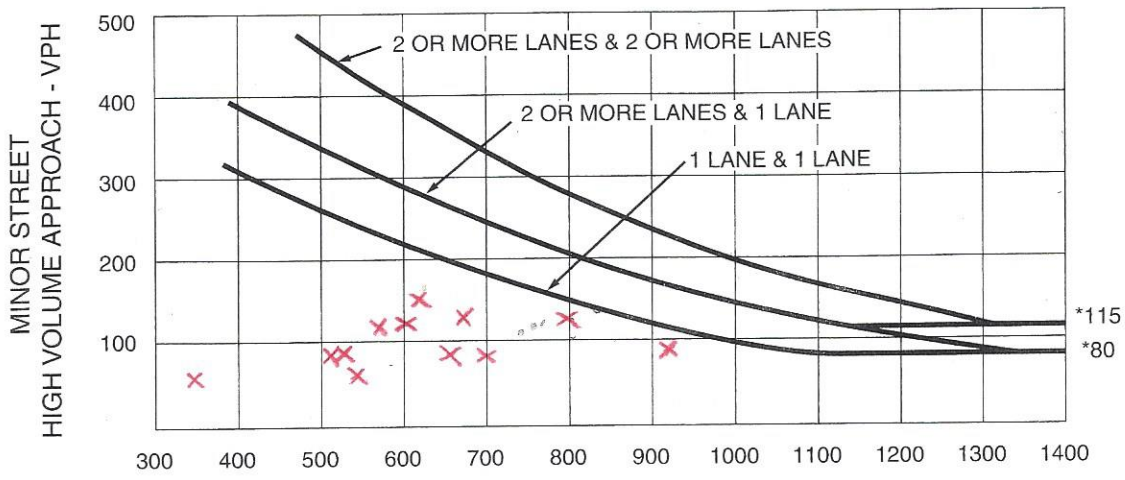
*Note: 133 pph applies as the lower threshold volume.

Figure 4C-8. Warrant 4, Pedestrian Peak Hour (70% Factor)



*Note: 93 pph applies as the lower threshold volume.

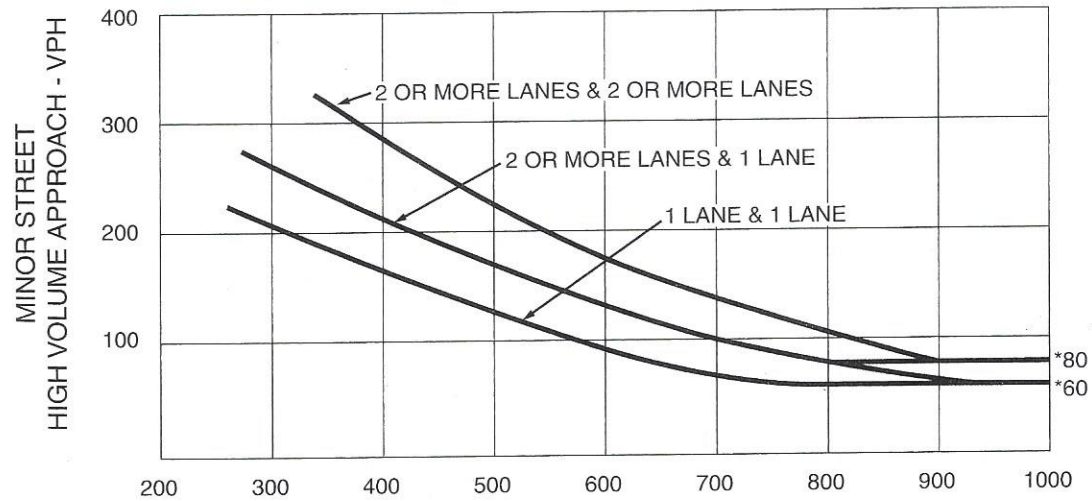
Figure 4C-1. Warrant 2, Four-Hour Vehicular Volume



*Note: 115 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 80 vph applies as the lower threshold volume for a minor-street approach with one lane.

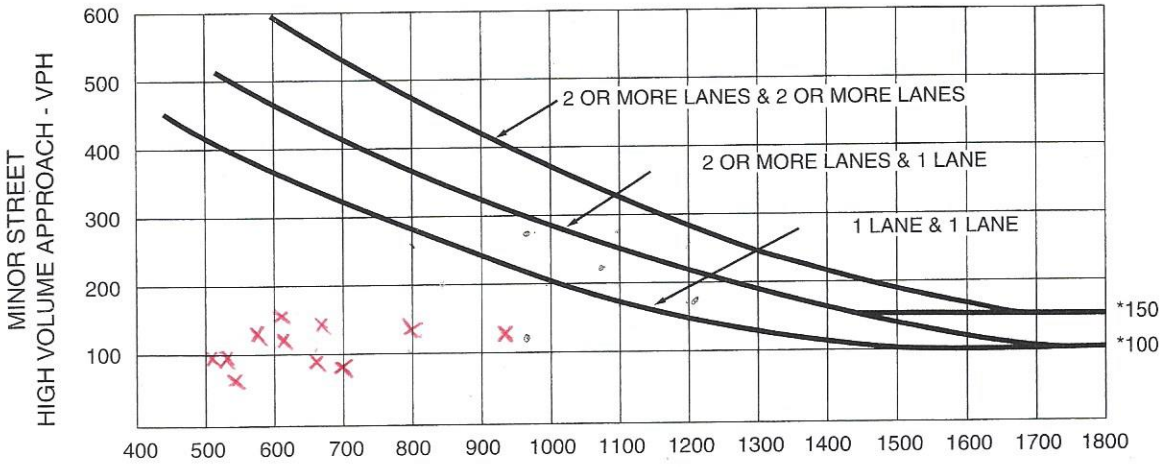
Figure 4C-2. Warrant 2, Four-Hour Vehicular Volume (70% Factor)

(COMMUNITY LESS THAN 10,000 POPULATION OR ABOVE 70 km/h (40 mph) ON MAJOR STREET)



*Note: 80 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 60 vph applies as the lower threshold volume for a minor-street approach with one lane.

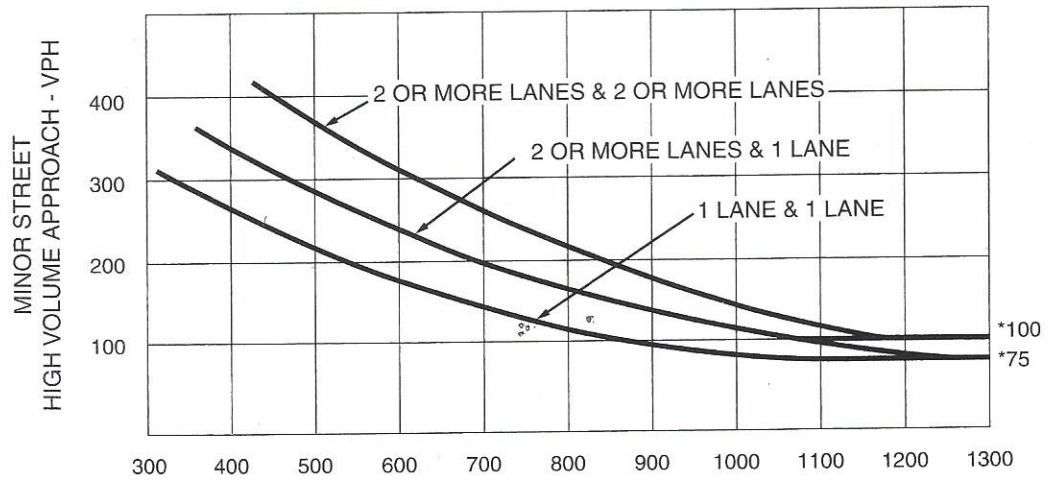
Figure 4C-3. Warrant 3, Peak Hour



*Note: 150 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 100 vph applies as the lower threshold volume for a minor-street approach with one lane.

Figure 4C-4. Warrant 3, Peak Hour (70% Factor)

(COMMUNITY LESS THAN 10,000 POPULATION OR ABOVE 70 km/h (40 mph) ON MAJOR STREET)



*Note: 100 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 75 vph applies as the lower threshold volume for a minor-street approach with one lane.

Traffic Solutions
William J. Bray, P.E.
235 Bancroft Street
Portland, ME 04102
(207) 774-3603
(207) 400-6890 mobile
trafficsolutions@maine.rr.com

March 31, 2015

Thomas A. Errico, P.E.
Senior Associate
Traffic Engineering Director
T.Y. Lin International
12 Northbrook Drive
Falmouth, ME 04105

RE: 89 Anderson Street East Bayside Lofts Project– Traffic Comments

Dear Tom:

The following information and documentation is submitted for your review in support of the proposed East Bayside Lofts Project:

- Trip generation estimates are revised for the proposed project based upon the final allocation of building space and use during both peak commuter hours.
- A sensitivity analysis of increased peak hour traffic loadings was conducted for the Fox Street/Anderson Street intersection.
- Vehicle sight distance measurements were determined for the south approach of Fox Street in conformance with City standards.

Site Peak Hour Trip Generation Estimate

According to the latest information provided, the proposed East Bayside Lofts Project will include: 53 apartment units; a 1,200 square foot restaurant and, 835 square feet of commercial retail space. Peak hour trip generation was estimated for each noted building use applying trip tables presented in the eighth edition of the Institute of Transportation Engineers "**TRIP GENERATION**" manual. That effort is summarized as follows:

The ITE publication provides numerous land-use categories and the average volume of trips that are generated by each category. The following trip rates were used to calculate the trip generation of the proposed project:

Land Use #220 – Apartment

AM Peak Hour	= 0.51 trips per occupied unit
PM Peak Hour	= 0.62 trips per occupied unit.

Land Use #814 – Specialty Retail Space

AM Peak Hour = N/A (Most retail establishments open after conclusion of the morning peak hour)

PM Peak Hour = 2.71 trips/1,000 square feet of floor area

Land Use #932 – High-Turnover (Sit-Down) Restaurant

AM Peak Hour = 11.52 trips/1,000 square feet of floor area

PM Peak Hour = 11.15 trips/1,000 square feet of floor area

The following Table 1 summarizes the revised trip generation of the proposed East Bayside Lofts Project:

Table 1
Peak Hour Trip Generation Estimate
(East Bayside Lofts Project)

Proposed Building Use	AM Peak Hour Trips	PM Peak Hour Trips
53 Apartments	27	33
1,200 sf Restaurant	14	13
835 sf Commercial Retail Space	0	2
Total Peak Hour Trip Generation	**41 trips**	**48 trips**

As documented in Table 1, the proposed East Bayside Lofts Project can be expected to generate a total of 41 vehicle trips in the morning peak hour and a total of 48 trips during the afternoon peak hour. These peak hour trip values, which reflect the most current building design, are slightly greater than estimates provided in my October 30, 2014 letter (27 AM trips and 41 PM trips) to your office. As documented in the earlier letter, the proposed project displaces the existing 3G's automobile repair center, which generates 12 vehicle trips in the AM peak hour and 24 trips during the evening peak hour based upon actual in-field traffic count data. Referencing the most recent site development plan, the "net" increase in site generated trips is 29 AM peak hour trips and 24 PM peak hour trips. The Traffic Impact Study prepared for the proposed project dated August 2014 was based upon 27 AM peak hour trips and 33 PM peak hour trips, which are very similar to the revised "net" volume of site generated trips. Accordingly, the earlier levels of service calculations for each of the three study intersections remain valid.

Sensitivity Analysis Peak Traffic Loadings – Fox Street/Anderson Street Intersection

The August 2014 Traffic Impact Study was prepared based upon the collection of traffic data during the month of August 2014, which generally is regarded representative of "peak" travel conditions. The post-development intersection capacity assessment was based upon a total of 560 entering vehicles in the AM peak hour and a total entering volume of 730 vehicles in the evening peak hour. The earlier report concluded that traffic operations at the Fox Street/Anderson Street intersection would operate at Level of Service A during both peak hours under post-development travel conditions. Level of Service A is representative of the "*highest*" or "*best*" level of service. Concern has been raised that the "peak" traffic volumes used in the conduct of the traffic impact study do not accurately represent both existing and possible future traffic conditions at the Fox Street/Anderson Street intersection.

Pursuant to your request, we have completed a sensitivity analysis of the traffic operational impacts to the intersection if the traffic values used in the performance of the TIS were increased by 200%. The actual values used in the analysis are: 1,120 entering vehicles AM peak and 1,460 vehicles PM peak. The analysis was completed using the SimTraffic/SYNCHRO computer models consistent with the procedures applied in the conduct of the earlier TIS document (Copies of the analysis are attached for your reference). The following table compares intersection level of service computations for both sets of traffic values:

Intersection Level of Service Comparison
(Fox Street @ Anderson Street)

	2014 Post-Development Conditions				200% Traffic Conditions			
	AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour	
Intersection Approach	**Delay**	**LOS**	**Delay**	**LOS**	**Delay**	**LOS**	**Delay**	**LOS**
Fox St. SB	7 sec	A	7 sec.	A	15 sec.	B	17 sec.	C
Fox St. NB	6 sec.	A	7 sec.	A	9 sec.	A	35 sec.	D
Anderson St. EB	5 sec.	A	5 sec.	A	13 sec.	B	11 sec.	B
Anderson St. WB	6 sec.	A	6 sec.	A	11sec.	B	11 sec.	B
Overall Intersection	6 sec.	A	7 sec.	A	14 sec.	B	23 sec.	C

The results of the sensitivity analysis demonstrate that acceptable levels of service are still provided at the intersection even with a 200% increase in the volume of traffic forecast for the intersection. Overall, the intersection can be expected to operate at Level of Service B during the AM peak hour and Level of Service C in the PM peak hour. All intersection approaches are forecast to operate at Level of Service C or better conditions, except for the northbound approach of Fox Street, which operates at Level of Service D conditions. It would be the opinion of this report that the results of the sensitivity analysis affirm the validity of the earlier intersection operational analysis presented in the August 2014 TIS document.

Vehicle Sight Distance Measurements

The following responses pertain to a summary of the information reviewed at the meeting on March 16th with the Project Team, City Staff, You, and Cynthia L. Cochran, on her request for additional information on vehicle sight distance. Specifically, Cynthia requested that actual sightline distance be determined for the south approach of Fox Street "*looking*" left to the east approach of Anderson Street.

Vehicle sightline measurements were determined for the south approach of Fox Street based upon completion of the City's Anderson Street Byway Project and with construction of the proposed East Bayside Lofts Project.

The City's Transportation Systems and Street Design Ordinance; Section 1.6 Sight Distance requires the following procedure for determination of vehicular sight distance:

> "*Where driveways or new streets enter an existing street, vehicular sight-distance shall conform to standards established by MaineDOT in their publication, Chapter 299, Highway Driveway and Entrance Rules*"

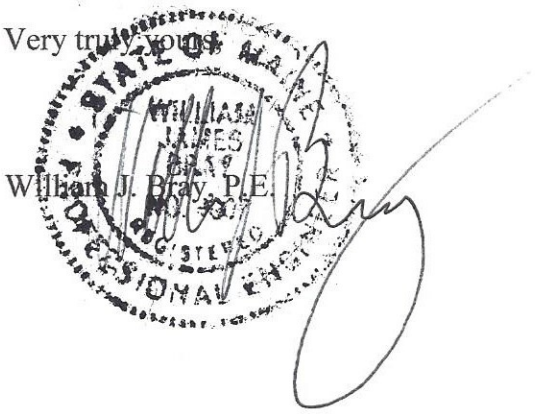
"MaineDOT rules require the following procedures for measurements of sight distance: sight distance must be measured from the intersection (at a point 10 feet back from the edge of travel way) to the centerline of the opposing lane, assuming a height-of-eye of 3.5 feet and a height-of-object of 4.25 feet".

Approximately 100 feet of unobstructed sight distance exists from this approach with the caveat that on-street parking is prohibited along the north side of Anderson Street across the frontage of the proposed East Bayside Lofts site for a distance of 45-feet from the Fox Street curb line.

Again, I would reiterate that vehicle sight distance standards are not specifically applicable at an "all-way" stop control intersection because all approaching vehicles within the intersection are proceeding through the intersection from a stop condition. It is my understanding, based upon our numerous conversations, that you fully support this conclusion.

Please contact me at 400-6890 if you have questions, require further information, or additional supporting documentation.

Very truly yours,



William J. Bray, P.E.

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	6:55	6:55	6:55	6:55	6:55	6:55
End Time	8:00	8:00	8:00	8:00	8:00	8:00
Total Time (min)	65	65	65	65	65	65
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1
Vehs Entered	1092	1177	1150	1094	1043	1111
Vehs Exited	1100	1182	1156	1097	1046	1116
Starting Vehs	15	19	18	21	17	17
Ending Vehs	7	14	12	18	14	12
Travel Distance (mi)	276	299	290	274	269	281
Travel Time (hr)	14.1	16.6	15.2	14.1	13.5	14.7
Total Delay (hr)	3.9	5.6	4.6	4.1	3.7	4.4
Total Stops	1092	1179	1153	1095	1045	1114
Fuel Used (gal)	11.6	12.9	12.2	11.6	11.2	11.9

Interval #0 Information Seeding

Start Time	6:55
End Time	7:00
Total Time (min)	5

Volumes adjusted by Growth Factors.
No data recorded this interval.

Interval #1 Information Recording

Start Time	7:00
End Time	8:00
Total Time (min)	60

Volumes adjusted by Growth Factors.

Run Number	1	2	3	4	5	Avg
Vehs Entered	1092	1177	1150	1094	1043	1111
Vehs Exited	1100	1182	1156	1097	1046	1116
Starting Vehs	15	19	18	21	17	17
Ending Vehs	7	14	12	18	14	12
Travel Distance (mi)	276	299	290	274	269	281
Travel Time (hr)	14.1	16.6	15.2	14.1	13.5	14.7
Total Delay (hr)	3.9	5.6	4.6	4.1	3.7	4.4
Total Stops	1092	1179	1153	1095	1045	1114
Fuel Used (gal)	11.6	12.9	12.2	11.6	11.2	11.9

5: Fox Street & Anderson Street Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.3	0.2	0.3	0.3	0.3
Total Del/Veh (s)	13.0	10.3	8.8	14.4	12.0

Total Network Performance

Denied Del/Veh (s)	0.3
Total Del/Veh (s)	13.8

Intersection: 5: Fox Street & Anderson Street

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	174	109	112	161
Average Queue (ft)	72	58	57	75
95th Queue (ft)	138	93	92	134
Link Distance (ft)	600	1286	281	765
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Network Summary

Network wide Queuing Penalty: 0

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	4:25	4:25	4:25	4:25	4:25	4:25
End Time	5:30	5:30	5:30	5:30	5:30	5:30
Total Time (min)	65	65	65	65	65	65
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1
Vehs Entered	1464	1530	1465	1402	1410	1454
Vehs Exited	1474	1527	1470	1411	1408	1459
Starting Vehs	23	12	25	26	15	19
Ending Vehs	13	15	20	17	17	15
Travel Distance (mi)	224	235	224	213	213	222
Travel Time (hr)	19.1	28.4	21.0	18.2	16.2	20.6
Total Delay (hr)	10.6	19.4	12.4	10.0	8.0	12.1
Total Stops	1259	1158	1172	1190	1300	1217
Fuel Used (gal)	12.8	15.4	13.2	12.1	11.7	13.1

Interval #0 Information Seeding

Start Time	4:25
End Time	4:30
Total Time (min)	5

Volumes adjusted by Growth Factors.
No data recorded this interval.

Interval #1 Information Recording

Start Time	4:30
End Time	5:30
Total Time (min)	60

Volumes adjusted by Growth Factors.

Run Number	1	2	3	4	5	Avg
Vehs Entered	1464	1530	1465	1402	1410	1454
Vehs Exited	1474	1527	1470	1411	1408	1459
Starting Vehs	23	12	25	26	15	19
Ending Vehs	13	15	20	17	17	15
Travel Distance (mi)	224	235	224	213	213	222
Travel Time (hr)	19.1	28.4	21.0	18.2	16.2	20.6
Total Delay (hr)	10.6	19.4	12.4	10.0	8.0	12.1
Total Stops	1259	1158	1172	1190	1300	1217
Fuel Used (gal)	12.8	15.4	13.2	12.1	11.7	13.1

5: Fox Street & Anderson Street Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.3	0.2	11.7	0.4	5.1
Total Del/Veh (s)	10.7	10.8	34.9	17.3	22.7

Total Network Performance

Denied Del/Veh (s)	5.1
Total Del/Veh (s)	24.4

Intersection: 5: Fox Street & Anderson Street

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	133	110	332	234
Average Queue (ft)	52	59	232	99
95th Queue (ft)	100	94	366	182
Link Distance (ft)	318	628	281	356
Upstream Blk Time (%)			34	
Queuing Penalty (veh)			0	
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Network Summary

Network wide Queuing Penalty: 0

From: Tom Errico <thomas.errico@tylin.com>
To: Helen Donaldson <HCD@portlandmaine.gov>
Date: 5/13/2015 9:28 PM
Subject: Fwd: Traffic Crash Data
Attachments: billptldcumberlandsummary.pdf; ATT00001.htm; billptldspringsummary.pdf; ATT00002.htm; billptldwalnutsummary.pdf; ATT00003.htm

From: bill <trafficsolutions@maine.rr.com<mailto:trafficsolutions@maine.rr.com>>
Date: May 12, 2015 at 10:07:44 AM EDT
To: <Thomas.errico@tylin.com<mailto:Thomas.errico@tylin.com>>
Subject: Traffic Crash Data

Tom, I have obtained traffic crash reports from MaineDOT for three multi-stop intersections on the Portland Peninsular per your request. MaineDOT's report represents their most recent (2012-through 2014) and updated crash history for each location. Their report is presented as follows:

Cumberland Avenue @ Mellon Street - 2 crashes; CRF of 0.56 with 2.839 Annual Million Entering Vehicles

Spring Street @ Brackett Street - 5 crashes; CRF of 1.38 with 2.967 Annual Million Entering Vehicles

North Street @ Walnut Street - 0 crashes; 0 CRF with 0.310 Annual Million Entering Vehicles

Fox Street @ Anderson Street - 2 crashes; 0.73 CRF with 1.996 Annual Million Entering Vehicles

If you have questions Tom please give me a call. I am attaching MaineDOT's reports for your records. Bill

Maine Department Of Transportation - Traffic Engineering, Crash Records Section

Crash Summary Report

Report Selections and Input Parameters

REPORT SELECTIONS

☑ Crash Summary I - Single Node	☐ Section Detail	☑ Crash Summary II	☐ 1320 Public	☐ 1320 Private	☑ 1320 Summary

REPORT DESCRIPTION

Int of Fox St and Anderson St in Portland

REPORT PARAMETERS

Year 2011, Start Month 1 through Year 2013 End Month: 12

Route: 0560293	Start Node: 18929	Start Offset: 0	☐ Exclude First Node
	End Node: 18929	End Offset: 0	☐ Exclude Last Node

Crash Summary I

Nodes

Node	Route - MP	Node Description	U/R	Total Crashes	Injury Crashes K	A	B	C	PD	Percent Injury	Annual M Ent-Veh	Crash Rate	Critical Rate	CRF
18929	0560293 - 0.21	0509349 POR,ANDERSON,FOX ST.	2	2	0	0	0	0	2	0.0	2.038	0.33	0.45	0.00
												Statewide Crash Rate:	0.14	
Study Years:	3.00	NODE TOTALS:		2	0	0	0	0	2	0.0	2.038	0.33	0.45	0.73

Crash Summary II - Characteristics

Crashes by Day and Hour

	AM												PM												
	Hour of Day																								
Day Of Week	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	Un	Tot
SUNDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MONDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1
TUESDAY	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
WEDNESDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
THURSDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FRIDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SATURDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Totals	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	0	0	2

Vehicle Counts by Type

Unit Type	Total	Unit Type	Total
1-Passenger Car	2	23-Bicyclist	0
2-(Sport) Utility Vehicle	1	24-Witness	0
3-Passenger Van	0	25-Other	0
4-Cargo Van (10K lbs or Less)	0	Total	4
5-Pickup	1		
6-Motor Home	0		
7-School Bus	0		
8-Transit Bus	0		
9-Motor Coach	0		
10-Other Bus	0		
11-Motorcycle	0		
12-Moped	0		
13-Low Speed Vehicle	0		
14-Autocycle	0		
15-Experimental	0		
16-Other Light Trucks (10,000 lbs or Less)	0		
17-Medium/Heavy Trucks (More than 10,000 lbs)	0		
18-ATV - (4 wheel)	0		
20-ATV - (2 wheel)	0		
21-Snowmobile	0		
22-Pedestrian	0		

Crash Summary II - Characteristics

Crashes by Driver Action at Time of Crash

Driver Action at Time of Crash	Dr 1	Dr 2	Dr 3	Dr 4	Dr 5	Other	Total
No Contributing Action	1	1	0	0	0	0	2
Ran Off Roadway	0	0	0	0	0	0	0
Failed to Yield Right-of-Way	0	0	0	0	0	0	0
Ran Red Light	0	0	0	0	0	0	0
Ran Stop Sign	0	0	0	0	0	0	0
Disregarded Other Traffic Sign	0	0	0	0	0	0	0
Disregarded Other Road Markings	0	0	0	0	0	0	0
Exceeded Posted Speed Limit	0	0	0	0	0	0	0
Drove Too Fast For Conditions	0	0	0	0	0	0	0
Improper Turn	0	1	0	0	0	0	1
Improper Backing	0	0	0	0	0	0	0
Improper Passing	0	0	0	0	0	0	0
Wrong Way	0	0	0	0	0	0	0
Followed Too Closely	0	0	0	0	0	0	0
Failed to Keep in Proper Lane	0	0	0	0	0	0	0
Operated Motor Vehicle in Erratic, Reckless, Careless, Negligent or Aggressive Manner	0	0	0	0	0	0	0
Swerved or Avoided Due to Wind, Slippery Surface, Motor Vehicle, Object, Non-Motorist in Roadway	0	0	0	0	0	0	0
Over-Correcting/Over-Steering	0	0	0	0	0	0	0
Other Contributing Action	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0
Total	1	2	0	0	0	0	3

Crashes by Apparent Physical Condition And Driver

Apparent Physical Condition	Dr 1	Dr 2	Dr 3	Dr 4	Dr 5	Other	Total
Apparently Normal	1	2	0	0	0	0	3
Physically Impaired or Handicapped	0	0	0	0	0	0	0
Emotional(Depressed, Angry, Disturbed, etc.)	0	0	0	0	0	0	0
Ill (Sick)	0	0	0	0	0	0	0
Asleep or Fatigued	0	0	0	0	0	0	0
Under the Influence of Medications/Drugs/Alcohol	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
Total	1	2	0	0	0	0	3

Driver Age by Unit Type

Age	Driver	Bicycle	SnowMobile	Pedestrian	ATV	Total
09-Under	0	0	0	0	0	0
10-14	0	0	0	0	0	0
15-19	0	0	0	0	0	0
20-24	1	0	0	0	0	1
25-29	1	0	0	0	0	1
30-39	0	0	0	0	0	0
40-49	1	0	0	0	0	1
50-59	0	0	0	0	0	0
60-69	1	0	0	0	0	1
70-79	0	0	0	0	0	0
80-Over	0	0	0	0	0	0
Unknown	0	0	0	0	0	0
Total	4	0	0	0	0	4

Crash Summary II - Characteristics

Most Harmful Event

Most Harmful Event	Total	Most Harmful Event	Total
1-Overturn / Rollover	0	38-Other Fixed Object (wall, building, tunnel, etc.)	0
2-Fire / Explosion	0	39-Unknown	0
3-Immersion	0	40-Gate or Cable	0
4-Jackknife	0	41-Pressure Ridge	0
5-Cargo / Equipment Loss Or Shift	0	Total	4
6-Fell / Jumped from Motor Vehicle	0		
7-Thrown or Falling Object	0		
8-Other Non-Collision	0		
9-Pedestrian	0		
10-Pedalcycle	0		
11-Railway Vehicle - Train, Engine	0		
12-Animal	0		
13-Motor Vehicle in Transport	4		
14-Parked Motor Vehicle	0		
15-Struck by Falling, Shifting Cargo or Anything Set in Motion by Motor Vehicle	0		
16-Work Zone / Maintenance Equipment	0		
17-Other Non-Fixed Object	0		
18-Impact Attenuator / Crash Cushion	0		
19-Bridge Overhead Structure	0		
20-Bridge Pier or Support	0		
21-Bridge Rail	0		
22-Cable Barrier	0		
23-Culvert	0		
24-Curb	0		
25-Ditch	0		
26-Embankment	0		
27-Guardrail Face	0		
28-Guardrail End	0		
29-Concrete Traffic Barrier	0		
30-Other Traffic Barrier	0		
31-Tree (Standing)	0		
32-Utility Pole / Light Support	0		
33-Traffic Sign Support	0		
34-Traffic Signal Support	0		
35-Fence	0		
36-Mailbox	0		
37-Other Post Pole or Support	0		

Injury Data

Severity Code	Injury Crashes	Number Of Injuries
K	0	0
A	0	0
B	0	0
C	0	0
PD	2	0
Total	2	0

Road Character

Road Grade	Total
1-Level	2
2-On Grade	0
3-Top of Hill	0
4-Bottom of Hill	0
5-Other	0
Total	2

Traffic Control Devices

Traffic Control Device	Total
1-Traffic Signals (Stop & Go)	0
2-Traffic Signals (Flashing)	0
3-Advisory/Warning Sign	0
4-Stop Signs - All Approaches	2
5-Stop Signs - Other	0
6-Yield Sign	0
7-Curve Warning Sign	0
8-Officer, Flagman, School Patrol	0
9-School Bus Stop Arm	0
10-School Zone Sign	0
11-R.R. Crossing Device	0
12-No Passing Zone	0
13-None	0
14-Other	0
Total	2

Light

Light Condition	Total
1-Daylight	1
2-Dawn	0
3-Dusk	0
4-Dark - Lighted	1
5-Dark - Not Lighted	0
6-Dark - Unknown Lighting	0
7-Unknown	0
Total	2

Crash Summary II - Characteristics

Crashes by Year and Month

Month	2011	2012	2013	Total
JANUARY	0	0	0	0
FEBRUARY	0	0	0	0
MARCH	0	0	0	0
APRIL	0	0	0	0
MAY	0	0	0	0
JUNE	0	0	0	0
JULY	0	0	0	0
AUGUST	0	0	0	0
SEPTEMBER	0	1	0	1
OCTOBER	0	0	0	0
NOVEMBER	0	0	0	0
DECEMBER	0	0	1	1
Total	0	1	1	2

Report is limited to the last 10 years of data.

Crash Summary II - Characteristics

Crashes by Crash Type and Type of Location

Crash Type	Straight Road	Curved Road	Three Leg Intersection	Four Leg Intersection	Five or More Leg Intersection	Driveways	Bridges	Interchanges	Other	Parking Lot	Private Way	Cross Over	Railroad Crossing	Total
Object in Road	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rear End / Sideswipe	0	0	0	1	0	0	0	0	0	0	0	0	0	1
Head-on / Sideswipe	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Intersection Movement	0	0	0	1	0	0	0	0	0	0	0	0	0	1
Pedestrians	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Train	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Went Off Road	0	0	0	0	0	0	0	0	0	0	0	0	0	0
All Other Animal	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bicycle	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Jackknife	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rollover	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fire	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Submersion	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Thrown or Falling Object	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bear	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Deer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Moose	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Turkey	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	2	0	0	0	0	0	0	0	0	0	2

Crash Summary II - Characteristics

Crashes by Weather, Light Condition and Road Surface

Weather Light	Dry	Ice/Frost	Mud, Dirt, Gravel	Oil	Other	Sand	Slush	Snow	Unknown	Water (Standing, Moving)	Wet	Total
Blowing Sand, Soil, Dirt												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Blowing Snow												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Clear												
Dark - Lighted	1	0	0	0	0	0	0	0	0	0	0	1
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Cloudy												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	1	1
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0

Crash Summary II - Characteristics

Crashes by Weather, Light Condition and Road Surface

Weather Light	Dry	Ice/Frost	Mud, Dirt, Gravel	Oil	Other	Sand	Slush	Snow	Unknown	Water (Standing, Moving)	Wet	Total
Fog, Smog, Smoke												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Other												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Rain												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Severe Crosswinds												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0

Crash Summary II - Characteristics

Crashes by Weather, Light Condition and Road Surface

Weather Light	Dry	Ice/Frost	Mud, Dirt, Gravel	Oil	Other	Sand	Slush	Snow	Unknown	Water (Standing, Moving)	Wet	Total
Sleet, Hail (Freezing Rain or Drizzle)												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Snow												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	1	0	0	0	0	0	0	0	0	0	0	2

Maine Crash Report Summary

Crash Date: 9/3/2012 Time: 22:46 City: Portland Street/Highway: FOX ST

Start Node: 18929 0509349 POR,ANDERSON,FOX ST. End Node: 0 Offset: 0

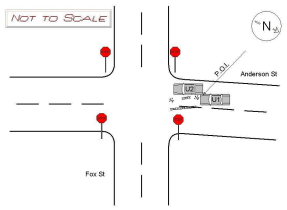
OE Start Node: ***18929*** ***0509349 POR,ANDERSON,FOX ST.*** OE End Node:

Type of Crash: 2 - Rear End / Sideswipe
Type of Location: 4 - Four Leg Intersection
Weather: 1 - Clear
Light: 4 - Dark - Lighted
Road Grade: 1 - Level
Surface Condition: 1 - Dry
Traffic Control: 4 - Stop Signs - All Approaches
Cont. Circ. Env 1 1 - None
Cont. Circ. Env 2
Cont. Circ. Road 1 1 - None
Cont. Circ. Road 2

Narrative

Unit 2 was had been travelling southeast on Anderson St and came to a stop at the intersection of Fox and Anderson. Unit 1 was travelling in the same direction and hit Unit 2 from behind. Unit 1 then left the scene of the accident without giving any information to the driver of Unit 2. Unit 1 is a rental car out of Express Rental Car in Westbrook. The individual listed on the rental agreement is listed as the last known operator, however, there was no female identified in the vehicle at the time of the accident. Unit 1 was located a short distance away and towed. Driver of Unit 1 has not been identified yet.

Diagram



Unit: 1

Type: 1 - Passenger Car
Veh. Travel Dir.: 2 - Southbound
Most Damaged Area: 1 - Front Passenger Corner
Most Harmful Event: 13 - Motor Vehicle in Transport
Pre-Crash Actions: 1 - Following roadway
Contrib Circ. - Vehicle: 15 - Other
Seq. Events 1: 21 - Motor Vehicle In Transport
Seq. Events 2:
Seq. Events 3:
Seq. Events 4:
Driver Distracted By:
Cond. at Time Crash:
Driver Action 1:
Driver Action 2:

Person Type	Age	Sex	Injury Degree
24 - Last Known Operator	21	2 - Female	

Unit: 2

Type: 1 - Passenger Car
Veh. Travel Dir.: 2 - Southbound
Most Damaged Area: 8 - Rear Driver Quarter Panel
Most Harmful Event: 13 - Motor Vehicle in Transport
Pre-Crash Actions: 11 - Stopped in traffic
Contrib Circ. - Vehicle: 1 - None
Seq. Events 1: 21 - Motor Vehicle In Transport
Seq. Events 2: 7 - Separation of Units
Seq. Events 3:
Seq. Events 4:
Driver Distracted By: 1 - Not Distracted
Cond. at Time Crash: 1 - Apparently Normal
Driver Action 1: 1 - No Contributing Action
Driver Action 2:

Person Type	Age	Sex	Injury Degree
6 - Driver/Owner	28	1 - Male	5 - No Injury
2 - Passenger	28	1 - Male	5 - No Injury

ME0030500/13-003778

Maine Crash Report Summary

2013-34245

Crash Date: 12/24/2013 Time: 10:54 City: Portland Street/Highway: FOX ST

Start Node: 18929 0509349 POR,ANDERSON,FOX ST. End Node: 0 Offset: 0

OE Start Node: ***18929*** ***0509349 POR,ANDERSON,FOX ST.*** OE End Node:

Type of Crash: 4 - Intersection Movement

Type of Location: 4 - Four Leg Intersection

Weather: 2 - Cloudy

Light: 1 - Daylight

Road Grade: 1 - Level

Surface Condition: 2 - Wet

Traffic Control: 4 - Stop Signs - All Approaches

Cont. Circ. Env 1 1 - None

Cont. Circ. Env 2

Cont. Circ. Road 1 1 - None

Cont. Circ. Road 2

Narrative

Vehicle 1 was stopped in north bound traffic for the stop sign on Anderson Street at Fox Street.

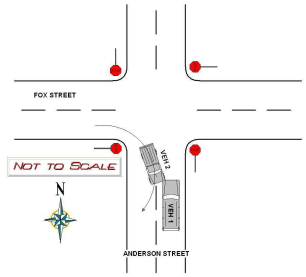
Vehicle 2 was traveling east on Fox Street heading towards Anderson Street.

Operator of vehicle 2 stated that as he was making a right turn from Fox Street onto Anderson Street, he was looking at the parking lot on the corner to see if it had been plowed yet.

Vehicle 2 struck the front of vehicle 1, causing damages to both vehicles.

ADA

Diagram



Unit: 1

Type: 2 - (Sport) Utility Vehicle

Veh. Travel Dir.: 1 - Northbound

Most Damaged Area: 11 - Front Driver Corner

Most Harmful Event: 13 - Motor Vehicle in Transport

Pre-Crash Actions: 11 - Stopped in traffic

Contrib Circ. - Vehicle: 1 - None

Seq. Events 1: 21 - Motor Vehicle In Transport

Seq. Events 2:

Seq. Events 3:

Seq. Events 4:

Driver Distracted By: 1 - Not Distracted

Cond. at Time Crash: 1 - Apparently Normal

Driver Action 1: 1 - No Contributing Action

Driver Action 2:

Person Type	Age	Sex	Injury Degree
6 - Driver/Owner	43	1 - Male	5 - No Injury

Unit: 2

Type: 5 - Pickup

Veh. Travel Dir.: 2 - Southbound

Most Damaged Area: 11 - Front Driver Corner

Most Harmful Event: 13 - Motor Vehicle in Transport

Pre-Crash Actions: 5 - Making right turn

Contrib Circ. - Vehicle: 1 - None

Seq. Events 1: 21 - Motor Vehicle In Transport

Seq. Events 2:

Seq. Events 3:

Seq. Events 4:

Driver Distracted By: 5 - External Distraction (outside the vehicle)

Cond. at Time Crash: 1 - Apparently Normal

Driver Action 1: 10 - Improper Turn

Driver Action 2: 15 - Failed to Keep in Proper Lane

Person Type	Age	Sex	Injury Degree
6 - Driver/Owner	64	1 - Male	5 - No Injury

Maine Department Of Transportation - Traffic Engineering, Crash Records Section

Crash Summary Report

Report Selections and Input Parameters

REPORT SELECTIONS

☑ Crash Summary I - Single Node	☐ Section Detail	☑ Crash Summary II	☐ 1320 Public	☐ 1320 Private	☑ 1320 Summary

REPORT DESCRIPTION

Walnut/North

REPORT PARAMETERS

Year 2012, Start Month 1 through Year 2014 End Month: 12

Route: 0560536	Start Node: 18878	Start Offset: 0	☐ Exclude First Node
	End Node: 18878	End Offset: 0	☐ Exclude Last Node

Crash Summary I

Nodes

Node	Route - MP	Node Description	U/R	Total Crashes	Injury Crashes K	A	B	C	PD	Percent Injury	Annual M Ent-Veh	Crash Rate	Critical Rate	CRF
18878	0560536 - 0.30	0509298 POR,WALNUT,NORTH ST.	2	0	0	0	0	0	0	0.0	0.310	0.00	0.60	0.00
												Statewide Crash Rate:	0.14	
Study Years:	3.00	NODE TOTALS:		0	0	0	0	0	0	0.0	0.310	0.00	0.60	0.00

Crash Summary II - Characteristics

Crashes by Day and Hour

	AM												PM												
	Hour of Day																								
Day Of Week	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	Un	Tot
SUNDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MONDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TUESDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
WEDNESDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
THURSDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FRIDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SATURDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Totals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Vehicle Counts by Type

Unit Type	Total
1-Passenger Car	0
2-(Sport) Utility Vehicle	0
3-Passenger Van	0
4-Cargo Van (10K lbs or Less)	0
5-Pickup	0
6-Motor Home	0
7-School Bus	0
8-Transit Bus	0
9-Motor Coach	0
10-Other Bus	0
11-Motorcycle	0
12-Moped	0
13-Low Speed Vehicle	0
14-Autocycle	0
15-Experimental	0
16-Other Light Trucks (10,000 lbs or Less)	0
17-Medium/Heavy Trucks (More than 10,000 lbs)	0
18-ATV - (4 wheel)	0
20-ATV - (2 wheel)	0
21-Snowmobile	0
22-Pedestrian	0

Unit Type	Total
23-Bicyclist	0
24-Witness	0
25-Other	0
Total	0

Crash Summary II - Characteristics

Crashes by Driver Action at Time of Crash

Driver Action at Time of Crash	Dr 1	Dr 2	Dr 3	Dr 4	Dr 5	Other	Total
No Contributing Action	0	0	0	0	0	0	0
Ran Off Roadway	0	0	0	0	0	0	0
Failed to Yield Right-of-Way	0	0	0	0	0	0	0
Ran Red Light	0	0	0	0	0	0	0
Ran Stop Sign	0	0	0	0	0	0	0
Disregarded Other Traffic Sign	0	0	0	0	0	0	0
Disregarded Other Road Markings	0	0	0	0	0	0	0
Exceeded Posted Speed Limit	0	0	0	0	0	0	0
Drove Too Fast For Conditions	0	0	0	0	0	0	0
Improper Turn	0	0	0	0	0	0	0
Improper Backing	0	0	0	0	0	0	0
Improper Passing	0	0	0	0	0	0	0
Wrong Way	0	0	0	0	0	0	0
Followed Too Closely	0	0	0	0	0	0	0
Failed to Keep in Proper Lane	0	0	0	0	0	0	0
Operated Motor Vehicle in Erratic, Reckless, Careless, Negligent or Aggressive Manner	0	0	0	0	0	0	0
Swerved or Avoided Due to Wind, Slippery Surface, Motor Vehicle, Object, Non-Motorist in Roadway	0	0	0	0	0	0	0
Over-Correcting/Over-Steering	0	0	0	0	0	0	0
Other Contributing Action	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0

Crashes by Apparent Physical Condition And Driver

Apparent Physical Condition	Dr 1	Dr 2	Dr 3	Dr 4	Dr 5	Other	Total
Apparently Normal	0	0	0	0	0	0	0
Physically Impaired or Handicapped	0	0	0	0	0	0	0
Emotional(Depressed, Angry, Disturbed, etc.)	0	0	0	0	0	0	0
Ill (Sick)	0	0	0	0	0	0	0
Asleep or Fatigued	0	0	0	0	0	0	0
Under the Influence of Medications/Drugs/Alcohol	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0

Driver Age by Unit Type

Age	Driver	Bicycle	SnowMobile	Pedestrian	ATV	Total
09-Under	0	0	0	0	0	0
10-14	0	0	0	0	0	0
15-19	0	0	0	0	0	0
20-24	0	0	0	0	0	0
25-29	0	0	0	0	0	0
30-39	0	0	0	0	0	0
40-49	0	0	0	0	0	0
50-59	0	0	0	0	0	0
60-69	0	0	0	0	0	0
70-79	0	0	0	0	0	0
80-Over	0	0	0	0	0	0
Unknown	0	0	0	0	0	0
Total	0	0	0	0	0	0

Crash Summary II - Characteristics

Most Harmful Event

Most Harmful Event	Total	Most Harmful Event	Total
1-Overturn / Rollover	0	38-Other Fixed Object (wall, building, tunnel, etc.)	0
2-Fire / Explosion	0	39-Unknown	0
3-Immersion	0	40-Gate or Cable	0
4-Jackknife	0	41-Pressure Ridge	0
5-Cargo / Equipment Loss Or Shift	0	Total	0
6-Fell / Jumped from Motor Vehicle	0		
7-Thrown or Falling Object	0		
8-Other Non-Collision	0		
9-Pedestrian	0		
10-Pedalcycle	0		
11-Railway Vehicle - Train, Engine	0		
12-Animal	0		
13-Motor Vehicle in Transport	0		
14-Parked Motor Vehicle	0		
15-Struck by Falling, Shifting Cargo or Anything Set in Motion by Motor Vehicle	0		
16-Work Zone / Maintenance Equipment	0		
17-Other Non-Fixed Object	0		
18-Impact Attenuator / Crash Cushion	0		
19-Bridge Overhead Structure	0		
20-Bridge Pier or Support	0		
21-Bridge Rail	0		
22-Cable Barrier	0		
23-Culvert	0		
24-Curb	0		
25-Ditch	0		
26-Embankment	0		
27-Guardrail Face	0		
28-Guardrail End	0		
29-Concrete Traffic Barrier	0		
30-Other Traffic Barrier	0		
31-Tree (Standing)	0		
32-Utility Pole / Light Support	0		
33-Traffic Sign Support	0		
34-Traffic Signal Support	0		
35-Fence	0		
36-Mailbox	0		
37-Other Post Pole or Support	0		

Injury Data

Severity Code	Injury Crashes	Number Of Injuries
K	0	
A	0	
B	0	
C	0	
PD	0	0
Total	0	0

Road Character

Road Grade	Total
1-Level	0
2-On Grade	0
3-Top of Hill	0
4-Bottom of Hill	0
5-Other	0
Total	0

Traffic Control Devices

Traffic Control Device	Total
1-Traffic Signals (Stop & Go)	0
2-Traffic Signals (Flashing)	0
3-Advisory/Warning Sign	0
4-Stop Signs - All Approaches	0
5-Stop Signs - Other	0
6-Yield Sign	0
7-Curve Warning Sign	0
8-Officer, Flagman, School Patrol	0
9-School Bus Stop Arm	0
10-School Zone Sign	0
11-R.R. Crossing Device	0
12-No Passing Zone	0
13-None	0
14-Other	0
Total	0

Light

Light Condition	Total
1-Daylight	0
2-Dawn	0
3-Dusk	0
4-Dark - Lighted	0
5-Dark - Not Lighted	0
6-Dark - Unknown Lighting	0
7-Unknown	0
Total	0

Crash Summary II - Characteristics

Crashes by Year and Month

Month	2012	2013	2014	Total
JANUARY	0	0	0	0
FEBRUARY	0	0	0	0
MARCH	0	0	0	0
APRIL	0	0	0	0
MAY	0	0	0	0
JUNE	0	0	0	0
JULY	0	0	0	0
AUGUST	0	0	0	0
SEPTEMBER	0	0	0	0
OCTOBER	0	0	0	0
NOVEMBER	0	0	0	0
DECEMBER	0	0	0	0
Total	0	0	0	0

Report is limited to the last 10 years of data.

Crash Summary II - Characteristics

Crashes by Crash Type and Type of Location

Crash Type	Straight Road	Curved Road	Three Leg Intersection	Four Leg Intersection	Five or More Leg Intersection	Driveways	Bridges	Interchanges	Other	Parking Lot	Private Way	Cross Over	Railroad Crossing	Total
Object in Road	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rear End / Sideswipe	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Head-on / Sideswipe	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Intersection Movement	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pedestrians	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Train	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Went Off Road	0	0	0	0	0	0	0	0	0	0	0	0	0	0
All Other Animal	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bicycle	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Jackknife	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rollover	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fire	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Submersion	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Thrown or Falling Object	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bear	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Deer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Moose	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Turkey	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Crash Summary II - Characteristics

Crashes by Weather, Light Condition and Road Surface

Weather Light	Dry	Ice/Frost	Mud, Dirt, Gravel	Oil	Other	Sand	Slush	Snow	Unknown	Water (Standing, Moving)	Wet	Total
Blowing Sand, Soil, Dirt												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Blowing Snow												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Clear												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Cloudy												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0

Crash Summary II - Characteristics

Crashes by Weather, Light Condition and Road Surface

Weather Light	Dry	Ice/Frost	Mud, Dirt, Gravel	Oil	Other	Sand	Slush	Snow	Unknown	Water (Standing, Moving)	Wet	Total
Fog, Smog, Smoke												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Other												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Rain												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Severe Crosswinds												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0

Crash Summary II - Characteristics

Crashes by Weather, Light Condition and Road Surface

Weather / Light	Dry	Ice/Frost	Mud, Dirt, Gravel	Oil	Other	Sand	Slush	Snow	Unknown	Water (Standing, Moving)	Wet	Total
Sleet, Hail (Freezing Rain or Drizzle)												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Snow												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0

Maine Department Of Transportation - Traffic Engineering, Crash Records Section

Crash Summary Report

Report Selections and Input Parameters

REPORT SELECTIONS

☑ Crash Summary I - Single Node	☐ Section Detail	☑ Crash Summary II	☐ 1320 Public	☐ 1320 Private	☑ 1320 Summary

REPORT DESCRIPTION

Spring/Brackett

REPORT PARAMETERS

Year 2012, Start Month 1 through Year 2014 End Month: 12

Route: 0560071	Start Node: 19102	Start Offset: 0	☐ Exclude First Node
	End Node: 19102	End Offset: 0	☐ Exclude Last Node

Crash Summary I

Nodes

Node	Route - MP	Node Description	U/R	Total Crashes	Injury Crashes K	A	B	C	PD	Percent Injury	Annual M Ent-Veh	Crash Rate	Critical Rate	CRF
19102	0560071 - 0.28	0509522 POR,SPRING,BRACKETT ST.	2	5	0	0	1	1	3	40.0	2.967	0.56	0.41	1.38
												Statewide Crash Rate:	0.14	
Study Years:	3.00	NODE TOTALS:		5	0	0	1	1	3	40.0	2.967	0.56	0.41	1.38

Crash Summary II - Characteristics

Crashes by Day and Hour

	AM												PM												
	Hour of Day																								
Day Of Week	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	Un	Tot
SUNDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MONDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
TUESDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
WEDNESDAY	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1	0	0	0	0	0	0	0	2
THURSDAY	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
FRIDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SATURDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Totals	0	0	0	0	0	0	0	0	1	0	0	0	1	0	1	0	1	1	0	0	0	0	0	0	0	5

Vehicle Counts by Type

Unit Type	Total
1-Passenger Car	4
2-(Sport) Utility Vehicle	0
3-Passenger Van	2
4-Cargo Van (10K lbs or Less)	0
5-Pickup	1
6-Motor Home	0
7-School Bus	0
8-Transit Bus	0
9-Motor Coach	1
10-Other Bus	0
11-Motorcycle	0
12-Moped	0
13-Low Speed Vehicle	0
14-Autocycle	0
15-Experimental	0
16-Other Light Trucks (10,000 lbs or Less)	0
17-Medium/Heavy Trucks (More than 10,000 lbs)	0
18-ATV - (4 wheel)	0
20-ATV - (2 wheel)	0
21-Snowmobile	0
22-Pedestrian	0

Unit Type	Total
23-Bicyclist	0
24-Witness	1
25-Other	1
Total	10

Crash Summary II - Characteristics

Crashes by Driver Action at Time of Crash

Driver Action at Time of Crash	Dr 1	Dr 2	Dr 3	Dr 4	Dr 5	Other	Total
No Contributing Action	3	1	0	0	0	0	4
Ran Off Roadway	0	0	0	0	0	0	0
Failed to Yield Right-of-Way	1	0	0	0	0	0	1
Ran Red Light	0	0	0	0	0	0	0
Ran Stop Sign	0	1	0	0	0	0	1
Disregarded Other Traffic Sign	0	0	0	0	0	0	0
Disregarded Other Road Markings	0	0	0	0	0	0	0
Exceeded Posted Speed Limit	0	0	0	0	0	0	0
Drove Too Fast For Conditions	0	1	0	0	0	0	1
Improper Turn	1	0	0	0	0	0	1
Improper Backing	0	0	0	0	0	0	0
Improper Passing	0	0	0	0	0	0	0
Wrong Way	0	0	0	0	0	0	0
Followed Too Closely	0	0	0	0	0	0	0
Failed to Keep in Proper Lane	0	0	0	0	0	0	0
Operated Motor Vehicle in Erratic, Reckless, Careless, Negligent or Aggressive Manner	0	1	0	0	0	0	1
Swerved or Avoided Due to Wind, Slippery Surface, Motor Vehicle, Object, Non-Motorist in Roadway	0	0	0	0	0	0	0
Over-Correcting/Over-Steering	0	0	0	0	0	0	0
Other Contributing Action	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0
Total	5	4	0	0	0	0	9

Crashes by Apparent Physical Condition And Driver

Apparent Physical Condition	Dr 1	Dr 2	Dr 3	Dr 4	Dr 5	Other	Total
Apparently Normal	5	4	0	0	0	0	9
Physically Impaired or Handicapped	0	0	0	0	0	0	0
Emotional(Depressed, Angry, Disturbed, etc.)	0	0	0	0	0	0	0
Ill (Sick)	0	0	0	0	0	0	0
Asleep or Fatigued	0	0	0	0	0	0	0
Under the Influence of Medications/Drugs/Alcohol	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
Total	5	4	0	0	0	0	9

Driver Age by Unit Type

Age	Driver	Bicycle	SnowMobile	Pedestrian	ATV	Total
09-Under	0	0	0	0	0	0
10-14	0	0	0	0	0	0
15-19	0	0	0	0	0	0
20-24	3	0	0	0	0	3
25-29	2	0	0	0	0	2
30-39	3	0	0	0	0	3
40-49	0	0	0	0	0	0
50-59	0	0	0	0	0	0
60-69	1	0	0	0	0	1
70-79	0	0	0	0	0	0
80-Over	0	0	0	0	0	0
Unknown	0	0	0	0	0	0
Total	9	0	0	0	0	9

Crash Summary II - Characteristics

Most Harmful Event

Most Harmful Event	Total	Most Harmful Event	Total
1-Overturn / Rollover	0	38-Other Fixed Object (wall, building, tunnel, etc.)	0
2-Fire / Explosion	0	39-Unknown	2
3-Immersion	0	40-Gate or Cable	0
4-Jackknife	0	41-Pressure Ridge	0
5-Cargo / Equipment Loss Or Shift	0	Total	9
6-Fell / Jumped from Motor Vehicle	0		
7-Thrown or Falling Object	0		
8-Other Non-Collision	0		
9-Pedestrian	0		
10-Pedalcycle	0		
11-Railway Vehicle - Train, Engine	0		
12-Animal	0		
13-Motor Vehicle in Transport	7		
14-Parked Motor Vehicle	0		
15-Struck by Falling, Shifting Cargo or Anything Set in Motion by Motor Vehicle	0		
16-Work Zone / Maintenance Equipment	0		
17-Other Non-Fixed Object	0		
18-Impact Attenuator / Crash Cushion	0		
19-Bridge Overhead Structure	0		
20-Bridge Pier or Support	0		
21-Bridge Rail	0		
22-Cable Barrier	0		
23-Culvert	0		
24-Curb	0		
25-Ditch	0		
26-Embankment	0		
27-Guardrail Face	0		
28-Guardrail End	0		
29-Concrete Traffic Barrier	0		
30-Other Traffic Barrier	0		
31-Tree (Standing)	0		
32-Utility Pole / Light Support	0		
33-Traffic Sign Support	0		
34-Traffic Signal Support	0		
35-Fence	0		
36-Mailbox	0		
37-Other Post Pole or Support	0		

Traffic Control Devices

Traffic Control Device	Total
1-Traffic Signals (Stop & Go)	1
2-Traffic Signals (Flashing)	0
3-Advisory/Warning Sign	0
4-Stop Signs - All Approaches	4
5-Stop Signs - Other	0
6-Yield Sign	0
7-Curve Warning Sign	0
8-Officer, Flagman, School Patrol	0
9-School Bus Stop Arm	0
10-School Zone Sign	0
11-R.R. Crossing Device	0
12-No Passing Zone	0
13-None	0
14-Other	0
Total	5

Injury Data

Severity Code	Injury Crashes	Number Of Injuries
K	0	0
A	0	0
B	1	1
C	1	2
PD	3	0
Total	5	3

Road Character

Road Grade	Total
1-Level	3
2-On Grade	2
3-Top of Hill	0
4-Bottom of Hill	0
5-Other	0
Total	5

Light

Light Condition	Total
1-Daylight	4
2-Dawn	0
3-Dusk	0
4-Dark - Lighted	1
5-Dark - Not Lighted	0
6-Dark - Unknown Lighting	0
7-Unknown	0
Total	5

Crash Summary II - Characteristics

Crashes by Year and Month

Month	2012	2013	2014	Total
JANUARY	0	1	1	2
FEBRUARY	0	0	0	0
MARCH	0	0	0	0
APRIL	0	0	0	0
MAY	0	0	0	0
JUNE	1	0	1	2
JULY	0	0	0	0
AUGUST	0	1	0	1
SEPTEMBER	0	0	0	0
OCTOBER	0	0	0	0
NOVEMBER	0	0	0	0
DECEMBER	0	0	0	0
Total	1	2	2	5

Report is limited to the last 10 years of data.

Crash Summary II - Characteristics

Crashes by Crash Type and Type of Location

Crash Type	Straight Road	Curved Road	Three Leg Intersection	Four Leg Intersection	Five or More Leg Intersection	Driveways	Bridges	Interchanges	Other	Parking Lot	Private Way	Cross Over	Railroad Crossing	Total
Object in Road	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rear End / Sideswipe	0	0	0	1	0	0	0	0	0	0	0	0	0	1
Head-on / Sideswipe	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Intersection Movement	0	0	0	2	0	0	0	0	0	0	0	0	0	2
Pedestrians	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Train	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Went Off Road	0	0	0	1	0	0	0	0	0	0	0	0	0	1
All Other Animal	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bicycle	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	1	0	0	0	0	0	0	0	0	0	1
Jackknife	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rollover	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fire	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Submersion	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Thrown or Falling Object	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bear	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Deer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Moose	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Turkey	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	5	0	0	0	0	0	0	0	0	0	5

Crash Summary II - Characteristics

Crashes by Weather, Light Condition and Road Surface

Weather Light	Dry	Ice/Frost	Mud, Dirt, Gravel	Oil	Other	Sand	Slush	Snow	Unknown	Water (Standing, Moving)	Wet	Total
Blowing Sand, Soil, Dirt												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Blowing Snow												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Clear												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	2	0	0	0	0	0	0	0	0	0	0	2
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Cloudy												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	1	0	0	0	0	0	0	0	0	0	0	1
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0

Crash Summary II - Characteristics

Crashes by Weather, Light Condition and Road Surface

Weather Light	Dry	Ice/Frost	Mud, Dirt, Gravel	Oil	Other	Sand	Slush	Snow	Unknown	Water (Standing, Moving)	Wet	Total
Fog, Smog, Smoke												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Other												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Rain												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	1	1
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Severe Crosswinds												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0

Crash Summary II - Characteristics

Crashes by Weather, Light Condition and Road Surface

Weather / Light	Dry	Ice/Frost	Mud, Dirt, Gravel	Oil	Other	Sand	Slush	Snow	Unknown	Water (Standing, Moving)	Wet	Total
Sleet, Hail (Freezing Rain or Drizzle)												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Snow												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	1	0	0	0	0	1
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	3	0	0	0	0	0	1	0	0	0	0	5

Maine Crash Report Summary

Crash Date: 6/7/2012 Time: 08:04 City: Portland Street/Highway: SPRING ST

Start Node: 19102 0509522 POR,SPRING,BRACKETT ST. End Node: 0 Offset: 0

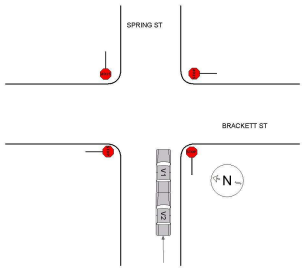
OE Start Node: 19102 0509522 POR,SPRING,BRACKETT ST. OE End Node:

Type of Crash: 2 - Rear End / Sideswipe
Type of Location: 4 - Four Leg Intersection
Weather: 2 - Cloudy
Light: 1 - Daylight
Road Grade: 1 - Level
Surface Condition: 1 - Dry
Traffic Control: 4 - Stop Signs - All Approaches
Cont. Circ. Env 1 1 - None
Cont. Circ. Env 2
Cont. Circ. Road 1 1 - None
Cont. Circ. Road 2

Narrative

V1 WAS ON SPRING ST, GOING EAST AND HAD JUST STOPPED FOR THE STOP SIGN AT BRACKETT ST. V2 WAS COMING UP BEHIND V1. MS BARBER SAID SHE LOOKED AWAY FOR A MOMENT AND DIDN'T REALIZE THAT V1 HAD STOPPED IN FRONT OF HER. V2 THEN STRUCK THE REAR OF V1.

Diagram



Unit: 1

Type: 1 - Passenger Car
Veh. Travel Dir.: 3 - Eastbound
Most Damaged Area: 6 - Rear
Most Harmful Event: 13 - Motor Vehicle in Transport
Pre-Crash Actions: 11 - Stopped in traffic
Contrib Circ. - Vehicle: 1 - None
Seq. Events 1: 21 - Motor Vehicle In Transport
Seq. Events 2:
Seq. Events 3:
Seq. Events 4:
Driver Distracted By: 1 - Not Distracted
Cond. at Time Crash: 1 - Apparently Normal
Driver Action 1: 1 - No Contributing Action
Driver Action 2:

Person Type	Age	Sex	Injury Degree
6 - Driver/Owner	37	2 - Female	3 - Non-Incapacitating

Unit: 2

Type: 1 - Passenger Car
Veh. Travel Dir.: 3 - Eastbound
Most Damaged Area: 12 - Front
Most Harmful Event: 13 - Motor Vehicle in Transport
Pre-Crash Actions: 1 - Following roadway
Contrib Circ. - Vehicle: 1 - None
Seq. Events 1: 21 - Motor Vehicle In Transport
Seq. Events 2:
Seq. Events 3:
Seq. Events 4:
Driver Distracted By: 4 - Other Inside the Vehicle (Eating, Reading, Grooming, Smoking, Passengers, etc.)
Cond. at Time Crash: 1 - Apparently Normal
Driver Action 1: 16 - Operated Motor Vehicle in Erratic, Reckless, Careless, Negligent or Aggressive Manner
Driver Action 2:

Person Type	Age	Sex	Injury Degree
1 - Driver	24	2 - Female	5 - No Injury

Maine Crash Report Summary

Crash Date: 1/16/2013 Time: 12:15 City: Portland Street/Highway: SPRING ST

Start Node: 19102 0509522 POR,SPRING,BRACKETT ST. End Node: 0 Offset: 0

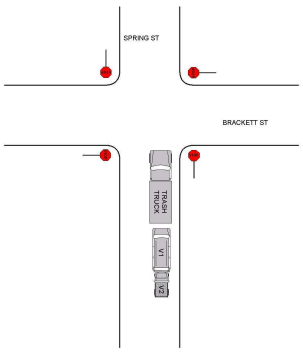
OE Start Node: 19102 0509522 POR,SPRING,BRACKETT ST. OE End Node:

Type of Crash: 10 - Other
Type of Location: 4 - Four Leg Intersection
Weather: 6 - Snow
Light: 1 - Daylight
Road Grade: 1 - Level
Surface Condition: 4 - Slush
Traffic Control: 4 - Stop Signs - All Approaches
Cont. Circ. Env 1 2 - Weather Conditions
Cont. Circ. Env 2
Cont. Circ. Road 1 2 - Road Surface Condition (Wet, Icy, Snow, Slush, etc.)
Cont. Circ. Road 2

Narrative

V1 WAS FACING EAST AND WAS STOPPED BEHIND A TRASH TRUCK. V2 WAS A BOBCAT, A SMALL PLOW USED MAINLY FOR LOTS AND SIDEWALKS. V2 WAS STOPPED BEHIND V1. THE TRASH TRUCK WAS OFF TO THE SIDE OF THE ROAD AND THEN ENTERED TRAFFIC. V1 HAD STARTED TO GO AROUND BUT STOPPED TO LET THE TRUCK GO AHEAD. V2 WAS FOLLOWING V1. V2 WAS UNABLE TO STOP AND STRUCK THE REAR OF V1. MR BERNIER SAID THAT HE BRAKED BUT SKIDDED INTO V1.

Diagram



Unit: 1

Type: 3 - Passenger Van
Veh. Travel Dir.: 4 - Westbound
Most Damaged Area: 6 - Rear
Most Harmful Event: 13 - Motor Vehicle in Transport
Pre-Crash Actions: 11 - Stopped in traffic
Contrib Circ. - Vehicle: 1 - None
Seq. Events 1: 21 - Motor Vehicle In Transport
Seq. Events 2:
Seq. Events 3:
Seq. Events 4:
Driver Distracted By: 1 - Not Distracted
Cond. at Time Crash: 1 - Apparently Normal
Driver Action 1: 1 - No Contributing Action
Driver Action 2:

Person Type	Age	Sex	Injury Degree
6 - Driver/Owner	35	1 - Male	5 - No Injury

Unit: 2

Type: 25 - Other
Veh. Travel Dir.: 4 - Westbound
Most Damaged Area:
Most Harmful Event: 13 - Motor Vehicle in Transport
Pre-Crash Actions: 9 - Starting in traffic
Contrib Circ. - Vehicle: 1 - None
Seq. Events 1: 21 - Motor Vehicle In Transport
Seq. Events 2:
Seq. Events 3:
Seq. Events 4:
Driver Distracted By: 1 - Not Distracted
Cond. at Time Crash: 1 - Apparently Normal
Driver Action 1: 9 - Drove Too Fast For Conditions
Driver Action 2:

Person Type	Age	Sex	Injury Degree
1 - Driver	31	1 - Male	5 - No Injury

Crash Date: 8/7/2013 Time: 17:01 City: Portland Street/Highway: SPRING ST

Start Node: 19102 0509522 POR,SPRING,BRACKETT ST. End Node: 0 Offset: 0

OE Start Node: 19102 0509522 POR,SPRING,BRACKETT ST. OE End Node:

Type of Crash: 4 - Intersection Movement
Type of Location: 4 - Four Leg Intersection
Weather: 1 - Clear
Light: 1 - Daylight
Road Grade: 2 - On Grade
Surface Condition: 1 - Dry
Traffic Control: 4 - Stop Signs - All Approaches
Cont. Circ. Env 1 1 - None
Cont. Circ. Env 2
Cont. Circ. Road 1 1 - None
Cont. Circ. Road 2

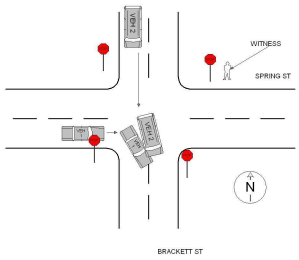
Narrative

WITNESS STATED VEH #2 FAILED TO STOP FOR STOP SIGN AND STRUCK VEH #1. VEH #1 STATED SHE STOPPED FOR THE STOP SIGN AND STARTED TO PROCEED THROUGH THE INTERSECTION AND WAS STRUCK BY VEH #2. OPERATOR OF VEH #1 STATED VEH #2 DID NOT STOP FOR STOP SIGN. OPERATOR OF VEH #2 STATED SHE STOPPED FOR THE LIGHT. THERE IS NO LIGHT AT THE INTERSECTION. I TOLD HER A WITNESS SAW HER NOT STOP FOR THE STOP SIGN. SHE THEN SAID SHE WASN'T SURE AND DIDN'T KNOW.

WITNESS PHONE NUMBER IS 400-0540. SHE WAS SITTING IN A CHAIR OUTSIDE NEXT TOT HE INTERSECTION.

AAA TOWED VEH #1, INTOWN TOWING TOWED VEH #2

Diagram



Unit: 1

Type: 1 - Passenger Car
Veh. Travel Dir.: 3 - Eastbound
Most Damaged Area: 9 - Center Driver Side
Most Harmful Event: 13 - Motor Vehicle in Transport
Pre-Crash Actions: 9 - Starting in traffic
Contrib Circ. - Vehicle: 1 - None
Seq. Events 1: 21 - Motor Vehicle In Transport
Seq. Events 2:
Seq. Events 3:
Seq. Events 4:
Driver Distracted By: 1 - Not Distracted
Cond. at Time Crash: 1 - Apparently Normal
Driver Action 1: 1 - No Contributing Action
Driver Action 2:

Person Type	Age	Sex	Injury Degree
1 - Driver	27	2 - Female	4 - Possible Injury
2 - Passenger	60	1 - Male	5 - No Injury
2 - Passenger	61	2 - Female	4 - Possible Injury

Unit: 2

Type: 3 - Passenger Van
Veh. Travel Dir.: 2 - Southbound
Most Damaged Area: 2 - Front Passenger Quarter Panel
Most Harmful Event: 13 - Motor Vehicle in Transport
Pre-Crash Actions: 1 - Following roadway
Contrib Circ. - Vehicle: 1 - None
Seq. Events 1: 21 - Motor Vehicle In Transport
Seq. Events 2:
Seq. Events 3:
Seq. Events 4:
Driver Distracted By: 1 - Not Distracted
Cond. at Time Crash: 1 - Apparently Normal
Driver Action 1: 5 - Ran Stop Sign
Driver Action 2:

Person Type	Age	Sex	Injury Degree
6 - Driver/Owner	21	2 - Female	5 - No Injury

Crash Date: 1/14/2014 Time: 16:45 City: Portland Street/Highway: SPRING ST

Start Node: 19102 0509522 POR,SPRING,BRACKETT ST. End Node: 0 Offset: 0

OE Start Node: 19102 0509522 POR,SPRING,BRACKETT ST. OE End Node:

Type of Crash: 7 - Went Off Road
Type of Location: 4 - Four Leg Intersection
Weather: 4 - Rain
Light: 4 - Dark - Lighted
Road Grade: 2 - On Grade
Surface Condition: 2 - Wet
Traffic Control: 1 - Traffic Signals (Stop & Go)
Cont. Circ. Env 1 2 - Weather Conditions
Cont. Circ. Env 2 1 - None
Cont. Circ. Road 1 1 - None
Cont. Circ. Road 2 1 - None

Narrative

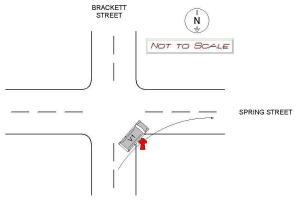
V1 WAS ATTEMPTING TO TURN RIGHT ONTO SPRING STREET FROM BRACKETT STREET AND STRUCK A FIRE HYDRANT. THERE WAS NO DAMAGE TO THE FIRE HYDRANT AND MINOR DAMAGE TO THE SIDE PASSENGER AREA OF V1.

DRIVER STATED NO INJURY - NO PASSENGERS ON THE BUS.

NO TRAFFIC CITATIONS ISSUED.

Reviewed - JWT

Diagram



Unit: 1

Type: 9 - Motor Coach
Veh. Travel Dir.: 4 - Westbound
Most Damaged Area: 3 - Center Passenger Side
Most Harmful Event: 13 - Motor Vehicle in Transport
Pre-Crash Actions: 5 - Making right turn
Contrib Circ. - Vehicle: 1 - None
Seq. Events 1: 21 - Motor Vehicle In Transport
Seq. Events 2:
Seq. Events 3:
Seq. Events 4:
Driver Distracted By: 1 - Not Distracted
Cond. at Time Crash: 1 - Apparently Normal
Driver Action 1: 10 - Improper Turn
Driver Action 2: 10 - Improper Turn

Person Type	Age	Sex	Injury Degree
1 - Driver	29	1 - Male	5 - No Injury

Maine Crash Report Summary

Crash Date: 6/16/2014 Time: 14:10 City: Portland Street/Highway: SPRING ST

Start Node: 19102 0509522 POR,SPRING,BRACKETT ST. End Node: 0 Offset: 0

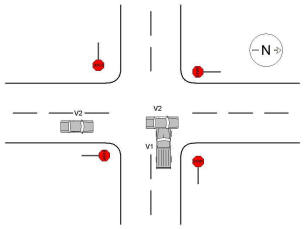
OE Start Node: 19102 0509522 POR,SPRING,BRACKETT ST. OE End Node:

Type of Crash: 4 - Intersection Movement
Type of Location: 4 - Four Leg Intersection
Weather: 1 - Clear
Light: 1 - Daylight
Road Grade: 1 - Level
Surface Condition: 1 - Dry
Traffic Control: 4 - Stop Signs - All Approaches
Cont. Circ. Env 1 1 - None
Cont. Circ. Env 2
Cont. Circ. Road 1 1 - None
Cont. Circ. Road 2 1 - None

Narrative

Vehicle 2 was going through the intersection of Brackett Street and Spring Street. Vehicle 1 was going through the same intersection, which is a four way stop

Diagram



Unit: 1

Type: 5 - Pickup
Veh. Travel Dir.: 1 - Northbound
Most Damaged Area: 3 - Center Passenger Side
Most Harmful Event: 39 - Unknown
Pre-Crash Actions: 9 - Starting in traffic
Contrib Circ. - Vehicle: 1 - None
Seq. Events 1: 47 - Unknown
Seq. Events 2: 47 - Unknown
Seq. Events 3: 47 - Unknown
Seq. Events 4: 47 - Unknown
Driver Distracted By: 1 - Not Distracted
Cond. at Time Crash: 1 - Apparently Normal
Driver Action 1: 3 - Failed to Yield Right-of-Way
Driver Action 2: 20 - Unknown

Person Type	Age	Sex	Injury Degree
6 - Driver/Owner	67	1 - Male	5 - No Injury

Unit: 2

Type: 1 - Passenger Car
Veh. Travel Dir.: 4 - Westbound
Most Damaged Area: 12 - Front
Most Harmful Event: 39 - Unknown
Pre-Crash Actions: 9 - Starting in traffic
Contrib Circ. - Vehicle: 1 - None
Seq. Events 1: 47 - Unknown
Seq. Events 2: 47 - Unknown
Seq. Events 3: 47 - Unknown
Seq. Events 4: 47 - Unknown
Driver Distracted By: 1 - Not Distracted
Cond. at Time Crash: 1 - Apparently Normal
Driver Action 1: 1 - No Contributing Action
Driver Action 2:

Person Type	Age	Sex	Injury Degree
1 - Driver	20	1 - Male	5 - No Injury

Maine Department Of Transportation - Traffic Engineering, Crash Records Section

Crash Summary Report

Report Selections and Input Parameters

REPORT SELECTIONS

☑ Crash Summary I - Single Node	☐ Section Detail	☑ Crash Summary II	☐ 1320 Public	☐ 1320 Private	☑ 1320 Summary

REPORT DESCRIPTION

Cumberland/Mellen

REPORT PARAMETERS

Year 2012, Start Month 1 through Year 2014 End Month: 12

Route: 0560175	Start Node: 19027	Start Offset: 0	☐ Exclude First Node
	End Node: 19027	End Offset: 0	☐ Exclude Last Node

Crash Summary I

Nodes

Node	Route - MP	Node Description	U/R	Total Crashes	Injury Crashes K	A	B	C	PD	Percent Injury	Annual M Ent-Veh	Crash Rate	Critical Rate	CRF
19027	0560175 - 0.12	0509447 POR,MELLEN ST,CUMBERLAND AVE.	2	2	0	0	0	0	2	0.0	2.839	0.23	0.41	0.00
												Statewide Crash Rate:	0.14	
Study Years:	3.00	NODE TOTALS:		2	0	0	0	0	2	0.0	2.839	0.23	0.41	0.57

Crash Summary II - Characteristics

Crashes by Day and Hour

	AM												PM												
	Hour of Day																								
Day Of Week	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	Un	Tot
SUNDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
MONDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TUESDAY	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
WEDNESDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
THURSDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FRIDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SATURDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
Totals	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	2

Vehicle Counts by Type

Unit Type	Total
1-Passenger Car	2
2-(Sport) Utility Vehicle	1
3-Passenger Van	0
4-Cargo Van (10K lbs or Less)	0
5-Pickup	0
6-Motor Home	0
7-School Bus	0
8-Transit Bus	0
9-Motor Coach	0
10-Other Bus	0
11-Motorcycle	0
12-Moped	0
13-Low Speed Vehicle	0
14-Autocycle	0
15-Experimental	0
16-Other Light Trucks (10,000 lbs or Less)	0
17-Medium/Heavy Trucks (More than 10,000 lbs)	0
18-ATV - (4 wheel)	0
20-ATV - (2 wheel)	0
21-Snowmobile	0
22-Pedestrian	0

Unit Type	Total
23-Bicyclist	0
24-Witness	0
25-Other	0
Total	3

Crash Summary II - Characteristics

Crashes by Driver Action at Time of Crash

Driver Action at Time of Crash	Dr 1	Dr 2	Dr 3	Dr 4	Dr 5	Other	Total
No Contributing Action	2	0	0	0	0	0	2
Ran Off Roadway	0	0	0	0	0	0	0
Failed to Yield Right-of-Way	0	1	0	0	0	0	1
Ran Red Light	0	0	0	0	0	0	0
Ran Stop Sign	0	0	0	0	0	0	0
Disregarded Other Traffic Sign	0	0	0	0	0	0	0
Disregarded Other Road Markings	0	0	0	0	0	0	0
Exceeded Posted Speed Limit	0	0	0	0	0	0	0
Drove Too Fast For Conditions	0	0	0	0	0	0	0
Improper Turn	0	0	0	0	0	0	0
Improper Backing	0	0	0	0	0	0	0
Improper Passing	0	0	0	0	0	0	0
Wrong Way	0	0	0	0	0	0	0
Followed Too Closely	0	0	0	0	0	0	0
Failed to Keep in Proper Lane	0	0	0	0	0	0	0
Operated Motor Vehicle in Erratic, Reckless, Careless, Negligent or Aggressive Manner	0	0	0	0	0	0	0
Swerved or Avoided Due to Wind, Slippery Surface, Motor Vehicle, Object, Non-Motorist in Roadway	0	0	0	0	0	0	0
Over-Correcting/Over-Steering	0	0	0	0	0	0	0
Other Contributing Action	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0
Total	2	1	0	0	0	0	3

Crashes by Apparent Physical Condition And Driver

Apparent Physical Condition	Dr 1	Dr 2	Dr 3	Dr 4	Dr 5	Other	Total
Apparently Normal	2	1	0	0	0	0	3
Physically Impaired or Handicapped	0	0	0	0	0	0	0
Emotional(Depressed, Angry, Disturbed, etc.)	0	0	0	0	0	0	0
Ill (Sick)	0	0	0	0	0	0	0
Asleep or Fatigued	0	0	0	0	0	0	0
Under the Influence of Medications/Drugs/Alcohol	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0
Total	2	1	0	0	0	0	3

Driver Age by Unit Type

Age	Driver	Bicycle	SnowMobile	Pedestrian	ATV	Total
09-Under	0	0	0	0	0	0
10-14	0	0	0	0	0	0
15-19	0	0	0	0	0	0
20-24	0	0	0	0	0	0
25-29	1	0	0	0	0	1
30-39	2	0	0	0	0	2
40-49	0	0	0	0	0	0
50-59	0	0	0	0	0	0
60-69	0	0	0	0	0	0
70-79	0	0	0	0	0	0
80-Over	0	0	0	0	0	0
Unknown	0	0	0	0	0	0
Total	3	0	0	0	0	3

Crash Summary II - Characteristics

Most Harmful Event

Most Harmful Event	Total	Most Harmful Event	Total
1-Overturn / Rollover	0	38-Other Fixed Object (wall, building, tunnel, etc.)	1
2-Fire / Explosion	0	39-Unknown	0
3-Immersion	0	40-Gate or Cable	0
4-Jackknife	0	41-Pressure Ridge	0
5-Cargo / Equipment Loss Or Shift	0	Total	3
6-Fell / Jumped from Motor Vehicle	0		
7-Thrown or Falling Object	0		
8-Other Non-Collision	0		
9-Pedestrian	0		
10-Pedalcycle	0		
11-Railway Vehicle - Train, Engine	0		
12-Animal	0		
13-Motor Vehicle in Transport	2		
14-Parked Motor Vehicle	0		
15-Struck by Falling, Shifting Cargo or Anything Set in Motion by Motor Vehicle	0		
16-Work Zone / Maintenance Equipment	0		
17-Other Non-Fixed Object	0		
18-Impact Attenuator / Crash Cushion	0		
19-Bridge Overhead Structure	0		
20-Bridge Pier or Support	0		
21-Bridge Rail	0		
22-Cable Barrier	0		
23-Culvert	0		
24-Curb	0		
25-Ditch	0		
26-Embankment	0		
27-Guardrail Face	0		
28-Guardrail End	0		
29-Concrete Traffic Barrier	0		
30-Other Traffic Barrier	0		
31-Tree (Standing)	0		
32-Utility Pole / Light Support	0		
33-Traffic Sign Support	0		
34-Traffic Signal Support	0		
35-Fence	0		
36-Mailbox	0		
37-Other Post Pole or Support	0		

Injury Data

Severity Code	Injury Crashes	Number Of Injuries
K	0	0
A	0	0
B	0	0
C	0	0
PD	2	0
Total	2	0

Road Character

Road Grade	Total
1-Level	0
2-On Grade	2
3-Top of Hill	0
4-Bottom of Hill	0
5-Other	0
Total	2

Traffic Control Devices

Traffic Control Device	Total
1-Traffic Signals (Stop & Go)	0
2-Traffic Signals (Flashing)	0
3-Advisory/Warning Sign	0
4-Stop Signs - All Approaches	2
5-Stop Signs - Other	0
6-Yield Sign	0
7-Curve Warning Sign	0
8-Officer, Flagman, School Patrol	0
9-School Bus Stop Arm	0
10-School Zone Sign	0
11-R.R. Crossing Device	0
12-No Passing Zone	0
13-None	0
14-Other	0
Total	2

Light

Light Condition	Total
1-Daylight	1
2-Dawn	0
3-Dusk	0
4-Dark - Lighted	1
5-Dark - Not Lighted	0
6-Dark - Unknown Lighting	0
7-Unknown	0
Total	2

Crash Summary II - Characteristics

Crashes by Year and Month

Month	2012	2013	2014	Total
JANUARY	0	0	0	0
FEBRUARY	0	0	1	1
MARCH	0	0	0	0
APRIL	0	0	0	0
MAY	0	0	0	0
JUNE	0	0	0	0
JULY	0	0	0	0
AUGUST	0	0	0	0
SEPTEMBER	0	0	0	0
OCTOBER	0	0	0	0
NOVEMBER	0	1	0	1
DECEMBER	0	0	0	0
Total	0	1	1	2

Report is limited to the last 10 years of data.

Crash Summary II - Characteristics

Crashes by Crash Type and Type of Location

Crash Type	Straight Road	Curved Road	Three Leg Intersection	Four Leg Intersection	Five or More Leg Intersection	Driveways	Bridges	Interchanges	Other	Parking Lot	Private Way	Cross Over	Railroad Crossing	Total
Object in Road	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rear End / Sideswipe	0	0	0	1	0	0	0	0	0	0	0	0	0	1
Head-on / Sideswipe	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Intersection Movement	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pedestrians	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Train	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Went Off Road	0	0	0	1	0	0	0	0	0	0	0	0	0	1
All Other Animal	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bicycle	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Jackknife	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rollover	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fire	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Submersion	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Thrown or Falling Object	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bear	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Deer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Moose	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Turkey	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	2	0	0	0	0	0	0	0	0	0	2

Crash Summary II - Characteristics

Crashes by Weather, Light Condition and Road Surface

Weather Light	Dry	Ice/Frost	Mud, Dirt, Gravel	Oil	Other	Sand	Slush	Snow	Unknown	Water (Standing, Moving)	Wet	Total
Blowing Sand, Soil, Dirt												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Blowing Snow												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Clear												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Cloudy												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0

Crash Summary II - Characteristics

Crashes by Weather, Light Condition and Road Surface

Weather Light	Dry	Ice/Frost	Mud, Dirt, Gravel	Oil	Other	Sand	Slush	Snow	Unknown	Water (Standing, Moving)	Wet	Total
Fog, Smog, Smoke												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Other												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Rain												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Severe Crosswinds												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0

Crash Summary II - Characteristics

Crashes by Weather, Light Condition and Road Surface

Weather / Light	Dry	Ice/Frost	Mud, Dirt, Gravel	Oil	Other	Sand	Slush	Snow	Unknown	Water (Standing, Moving)	Wet	Total
Sleet, Hail (Freezing Rain or Drizzle)												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Snow												
Dark - Lighted	0	0	0	0	0	0	0	1	0	0	0	1
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	1	0	0	0	1
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0	0	2	0	0	0	2

Maine Crash Report Summary

Crash Date: 11/26/2013 Time: 08:06 City: Portland Street/Highway: MELLEN ST

Start Node: 19027 0509447 POR,MELLEN ST,CUMBERLAND AVE. End Node: 0 Offset: 0

OE Start Node: 19027 0509447 POR,MELLEN ST,CUMBERLAND AVE. OE End Node:

Type of Crash: 7 - Went Off Road

Type of Location: 4 - Four Leg Intersection

Weather: 6 - Snow

Light: 1 - Daylight

Road Grade: 2 - On Grade

Surface Condition: 3 - Snow

Traffic Control: 4 - Stop Signs - All Approaches

Cont. Circ. Env 1: 2 - Weather Conditions

Cont. Circ. Env 2:

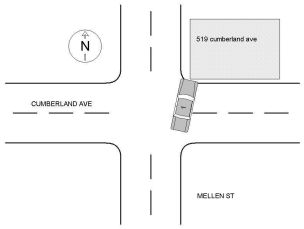
Cont. Circ. Road 1: 2 - Road Surface Condition (Wet, Icy, Snow, Slush, etc.)

Cont. Circ. Road 2:

Narrative

V-1 WAS NORTH ON MELLEN ST APPROACHING CUMBERLAND AVE. V-1 SLID OFF ROAD AND STRUCK BUILDING AT CORNER OF CUMBERLAND AVE AND MELLEN ST. UNKNOWN AT THIS TIME WHO OWNS BUILDING. THERE IS A FLYNN REALTY SIGN

Diagram



Unit: 1

Type: 1 - Passenger Car

Veh. Travel Dir.: 1 - Northbound

Most Damaged Area: 1 - Front Passenger Corner

Most Harmful Event: 38 - Other Fixed Object (wall, building, tunnel, etc.)

Pre-Crash Actions: 1 - Following roadway

Contrib Circ. - Vehicle: 1 - None

Seq. Events 1: 21 - Motor Vehicle In Transport

Seq. Events 2:

Seq. Events 3:

Seq. Events 4:

Driver Distracted By: 1 - Not Distracted

Cond. at Time Crash: 1 - Apparently Normal

Driver Action 1: 1 - No Contributing Action

Driver Action 2:

Person Type	Age	Sex	Injury Degree
6 - Driver/Owner	35	1 - Male	5 - No Injury

Maine Crash Report Summary

Crash Date: 2/15/2014 Time: 17:53 City: Portland Street/Highway: MELLEN ST

Start Node: 19027 0509447 POR,MELLEN ST,CUMBERLAND AVE. End Node: 0 Offset: 0

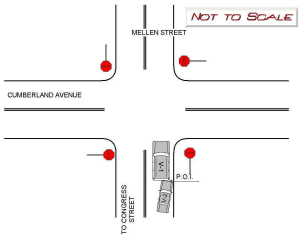
OE Start Node: 19027 0509447 POR,MELLEN ST,CUMBERLAND AVE. OE End Node:

Type of Crash: 2 - Rear End / Sideswipe
Type of Location: 4 - Four Leg Intersection
Weather: 6 - Snow
Light: 4 - Dark - Lighted
Road Grade: 2 - On Grade
Surface Condition: 3 - Snow
Traffic Control: 4 - Stop Signs - All Approaches
Cont. Circ. Env 1 2 - Weather Conditions
Cont. Circ. Env 2
Cont. Circ. Road 1 9 - Shoulders (None, Low, Soft, High)
Cont. Circ. Road 2

Narrative

V-1 STOPPED AT STOP SIGN FACING DOWNHILL ON MELLEN STREET. V-2 APPROACHING BEHIND V-1, ATTEMPTS TO SLOW AND COLLIDES WITH REAR OF V-1. ROAD SURFACE WAS VERY SLICK, SNOWING AT TIME OF COLLISION. V-2 AT FAULT BUT ROAD CONDITIONS CONTRIBUTED TO SITUATION. FUNCTIONAL DAMAGE TO BOTH VEHICLES.

Diagram



Unit: 1

Type: 2 - (Sport) Utility Vehicle
Veh. Travel Dir.: 1 - Northbound
Most Damaged Area: 6 - Rear
Most Harmful Event: 13 - Motor Vehicle in Transport
Pre-Crash Actions: 11 - Stopped in traffic
Contrib Circ. - Vehicle: 1 - None
Seq. Events 1: 21 - Motor Vehicle In Transport
Seq. Events 2: 21 - Motor Vehicle In Transport
Seq. Events 3: 21 - Motor Vehicle In Transport
Seq. Events 4: 21 - Motor Vehicle In Transport
Driver Distracted By: 1 - Not Distracted
Cond. at Time Crash: 1 - Apparently Normal
Driver Action 1: 1 - No Contributing Action
Driver Action 2:

Person Type	Age	Sex	Injury Degree
6 - Driver/Owner	36	1 - Male	5 - No Injury

Unit: 2

Type: 1 - Passenger Car
Veh. Travel Dir.: 1 - Northbound
Most Damaged Area: 11 - Front Driver Corner
Most Harmful Event: 13 - Motor Vehicle in Transport
Pre-Crash Actions: 10 - Slowing in traffic
Contrib Circ. - Vehicle: 1 - None
Seq. Events 1: 21 - Motor Vehicle In Transport
Seq. Events 2: 21 - Motor Vehicle In Transport
Seq. Events 3: 21 - Motor Vehicle In Transport
Seq. Events 4: 21 - Motor Vehicle In Transport
Driver Distracted By: 1 - Not Distracted
Cond. at Time Crash: 1 - Apparently Normal
Driver Action 1: 3 - Failed to Yield Right-of-Way
Driver Action 2: 9 - Drove Too Fast For Conditions

Person Type	Age	Sex	Injury Degree
6 - Driver/Owner	28	1 - Male	5 - No Injury
2 - Passenger	26	2 - Female	5 - No Injury

Maine Department Of Transportation - Traffic Engineering, Crash Records Section

Crash Summary Report

Report Selections and Input Parameters

REPORT SELECTIONS

☑ Crash Summary I ☐ Section Detail ☑ Crash Summary II ☐ 1320 Public ☐ 1320 Private ☐ 1320 Summary

REPORT DESCRIPTION

#1

REPORT PARAMETERS

Year 2011, Start Month 1 through Year 2013 End Month: 12

Route: 0560293	Start Node: 18521	Start Offset: 0	☐ Exclude First Node
	End Node: 18960	End Offset: 0	☐ Exclude Last Node
Route: 0026X	Start Node: 18960	Start Offset: 0	☑ Exclude First Node
	End Node: 18879	End Offset: 0	☐ Exclude Last Node

Crash Summary I

Nodes

Node	Route - MP	Node Description	U/R	Total Crashes	Injury Crashes K	A	B	C	PD	Percent Injury	Annual M Ent-Veh	Crash Rate	Critical Rate	CRF
18521	0560293 - 0	Int of FOX ST FRANKLIN ST	9	20	0	0	2	8	10	50.0	11.697	0.57	0.99	0.00
												Statewide Crash Rate:	0.65	
18953	0560293 - 0.06	0509373 POR,N.BOYD,FOX ST.	2	3	0	0	0	0	3	0.0	2.209	0.45	0.44	1.03
												Statewide Crash Rate:	0.14	
18952	0560293 - 0.16	0509372 POR,FOX,DIAMOND ST.	2	1	0	0	0	0	1	0.0	2.178	0.15	0.44	0.00
												Statewide Crash Rate:	0.14	
18929	0560293 - 0.21	0509349 POR,ANDERSON,FOX ST.	2	2	0	0	0	0	2	0.0	1.996	0.33	0.45	0.00
												Statewide Crash Rate:	0.14	
19466	0560293 - 0.25	0509888 POR,FOX STREET,COVE STREET	2	0	0	0	0	0	0	0.0	1.531	0.00	0.48	0.00
												Statewide Crash Rate:	0.14	
18945	0560293 - 0.26	0509365 POR,FOX,N.GREENLEAF ST.	2	2	0	0	0	1	0	100.0	1.381	0.48	0.49	0.00
												Statewide Crash Rate:	0.14	
A18948	0560293 - 0.30	0509368 POR,FOX,HAMMOND ST.	2	0	0	0	0	0	0	0.0	0.000	0.00	0.00	0.00
												Statewide Crash Rate:	0.14	
P18946	0560293 - 0.31	0509366 POR,FOX,WINTHROP ST.	2	2	0	0	0	0	2	0.0	1.248	0.53	0.50	1.06
												Statewide Crash Rate:	0.14	
A18960	0560293 - 0.36	Int of FOX ST WASHINGTON AV	2	0	0	0	0	0	0	0.0	0.000	0.00	0.00	0.00
												Statewide Crash Rate:	0.14	
P18879	0026X - 0.28	Int of WALNUT ST, WASHINGTON AV	2	9	0	0	0	2	7	22.2	4.034	0.74	0.38	1.98
												Statewide Crash Rate:	0.14	
Study Years:	3.00	NODE TOTALS:		39	0	0	2	11	25	33.3	26.274	0.49	0.54	0.92

Crash Summary I

Sections

Start Node	End Node	Element	Offset Begin - End	Route - MP	Section Length	U/R	Total Crashes	Injury Crashes K	A	B	C	PD	Percent Injury	Annual HMVM	Crash Rate	Critical Rate	CRF
18521	18953	194034	0 - 0.06	0560293 - 0	0.06	2	0	0	0	0	0	0	0.0	0.00138	0.00	971.45	0.00
Int of FOX ST FRANKLIN ST				RD INV 05 60293											Statewide Crash Rate: 346.84		
18952	18953	194637	0 - 0.10	0560293 - 0.06	0.10	2	0	0	0	0	0	0	0.0	0.00201	0.00	881.52	0.00
0509372 POR,FOX,DIAMOND ST.				RD INV 05 60293											Statewide Crash Rate: 346.84		
18929	18952	194603	0 - 0.05	0560293 - 0.16	0.05	2	0	0	0	0	0	0	0.0	0.00097	0.00	1064.25	0.00
0509349 POR,ANDERSON,FOX ST.				RD INV 05 60293											Statewide Crash Rate: 346.84		
18929	19466	194604	0 - 0.04	0560293 - 0.21	0.04	2	0	0	0	0	0	0	0.0	0.00061	0.00	1195.29	0.00
0509349 POR,ANDERSON,FOX ST.				RD INV 05 60293											Statewide Crash Rate: 346.84		
18945	19466	194628	0 - 0.01	0560293 - 0.25	0.01	2	0	0	0	0	0	0	0.0	0.00015	0.00	1497.37	0.00
0509365 POR,FOX,N.GREENLEAF ST.				RD INV 05 60293											Statewide Crash Rate: 346.84		
18945	18948	194627	0 - 0.04	0560293 - 0.26	0.04	2	1	0	0	0	0	1	0.0	0.00049	681.12	1258.33	0.00
0509365 POR,FOX,N.GREENLEAF ST.				RD INV 05 60293											Statewide Crash Rate: 346.84		
18946	18948	194629	0 - 0.01	0560293 - 0.30	0.01	2	0	0	0	0	0	0	0.0	0.00012	0.00	1483.19	0.00
0509366 POR,FOX,WINTHROP ST.				RD INV 05 60293											Statewide Crash Rate: 346.84		
18946	18960	194630	0 - 0.05	0560293 - 0.31	0.05	2	1	0	0	0	0	1	0.0	0.00058	575.63	1210.04	0.00
0509366 POR,FOX,WINTHROP ST.				RD INV 05 60293											Statewide Crash Rate: 346.84		
18879	18960	3123723	0 - 0.01	0026X - 0.27	0.01	2	0	0	0	0	0	0	0.0	0.00036	0.00	793.55	0.00
Int of WALNUT ST, WASHINGTON AV				ST RTE 26											Statewide Crash Rate: 186.16		
Study Years: 3.00				Section Totals:	0.37		2	0	0	0	0	2	0.0	0.00666	100.05	648.35	0.15
				Grand Totals:	0.37		41	0	0	2	11	27	31.7	0.00666	2050.99	796.08	2.58

Crash Summary

Section Details

Start Node	End Node	Element	Offset Begin - End	Route - MP	Total Crashes	Injury Crashes K	A	B	C	PD	Crash Report	Crash Date	Crash Mile Point	Injury Degree
18521	18953	194034	0 - 0.06	0560293 - 0	0	0	0	0	0	0				
18952	18953	194637	0 - 0.10	0560293 - 0.06	0	0	0	0	0	0				
18929	18952	194603	0 - 0.05	0560293 - 0.16	0	0	0	0	0	0				
18929	19466	194604	0 - 0.04	0560293 - 0.21	0	0	0	0	0	0				
18945	19466	194628	0 - 0.01	0560293 - 0.25	0	0	0	0	0	0				
18945	18948	194627	0 - 0.04	0560293 - 0.26	1	0	0	0	0	1	2012-47404	12/13/2012	0.28	PD
18946	18948	194629	0 - 0.01	0560293 - 0.30	0	0	0	0	0	0				
18946	18960	194630	0 - 0.05	0560293 - 0.31	1	0	0	0	0	1	2013-18966	08/02/2013	0.34	PD
18879	18960	3123723	0 - 0.01	0026X - 0.27	0	0	0	0	0	0				
				Totals:	2	0	0	0	0	2				

Crash Summary II - Characteristics

Crashes by Day and Hour

	AM												Hour of Day	PM											
Day Of Week	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	Un	Tot
SUNDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	1	1	0	0	0	4
MONDAY	0	0	0	0	0	0	0	0	0	0	1	2	0	0	0	0	0	0	0	0	0	0	1	0	0	4
TUESDAY	0	1	0	0	0	0	0	2	2	1	1	1	1	1	0	2	2	2	0	0	0	0	0	0	0	16
WEDNESDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	0	0	0	0	0	0	0	3
THURSDAY	0	0	0	0	0	0	0	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	2
FRIDAY	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	1	1	2	0	0	1	0	1	0	9
SATURDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	0	0	0	0	0	0	0	3
Totals	1	1	0	0	0	0	1	2	3	1	2	3	1	4	0	5	5	5	2	0	1	2	1	1	0	41

Vehicle Counts by Type

Unit Type	Total
1-Passenger Car	51
2-(Sport) Utility Vehicle	20
3-Passenger Van	2
4-Cargo Van (10K lbs or Less)	0
5-Pickup	5
6-Motor Home	0
7-School Bus	0
8-Transit Bus	0
9-Motor Coach	0
10-Other Bus	0
11-Motorcycle	0
12-Moped	0
13-Low Speed Vehicle	0
14-Autocycle	0
15-Experimental	0
16-Other Light Trucks (10,000 lbs or Less)	1
17-Medium/Heavy Trucks (More than 10,000 lbs)	1
18-ATV - (4 wheel)	0
20-ATV - (2 wheel)	0
21-Snowmobile	0
22-Pedestrian	2

Unit Type	Total
23-Bicyclist	1
24-Witness	3
25-Other	0
Total	86

Crash Summary II - Characteristics

Crashes by Driver Action at Time of Crash

Driver Action at Time of Crash	Dr 1	Dr 2	Dr 3	Dr 4	Dr 5	Other	Total
No Contributing Action	20	16	2	0	0	0	38
Ran Off Roadway	0	0	0	0	0	0	0
Failed to Yield Right-of-Way	8	6	0	0	0	0	14
Ran Red Light	1	3	0	0	0	0	4
Ran Stop Sign	0	0	0	0	0	0	0
Disregarded Other Traffic Sign	0	0	0	0	0	0	0
Disregarded Other Road Markings	0	0	0	0	0	0	0
Exceeded Posted Speed Limit	0	0	0	0	0	0	0
Drove Too Fast For Conditions	0	0	0	0	0	0	0
Improper Turn	0	1	0	0	0	0	1
Improper Backing	0	0	0	0	0	0	0
Improper Passing	0	0	0	0	0	0	0
Wrong Way	0	0	0	0	0	0	0
Followed Too Closely	3	2	0	0	0	0	5
Failed to Keep in Proper Lane	0	0	0	0	0	0	0
Operated Motor Vehicle in Erratic, Reckless, Careless, Negligent or Aggressive Manner	0	1	0	0	0	0	1
Swerved or Avoided Due to Wind, Slippery Surface, Motor Vehicle, Object, Non-Motorist in Roadway	3	2	0	0	0	0	5
Over-Correcting/Over-Steering	0	0	0	0	0	0	0
Other Contributing Action	2	1	0	0	0	0	3
Unknown	0	0	0	0	0	0	0
Total	37	32	2	0	0	0	71

Crashes by Apparent Physical Condition And Driver

Apparent Physical Condition	Dr 1	Dr 2	Dr 3	Dr 4	Dr 5	Other	Total
Apparently Normal	39	33	2	0	0	3	77
Physically Impaired or Handicapped	0	0	0	0	0	0	0
Emotional(Depressed, Angry, Disturbed, etc.)	0	0	0	0	0	0	0
Ill (Sick)	0	0	0	0	0	0	0
Asleep or Fatigued	0	0	0	0	0	0	0
Under the Influence of Medications/Drugs/Alcohol	0	0	0	0	0	0	0
Other	0	1	0	0	0	0	1
Total	39	34	2	0	0	3	78

Driver Age by Unit Type

Age	Driver	Bicycle	SnowMobile	Pedestrian	ATV	Total
09-Under	0	0	0	0	0	0
10-14	0	0	0	0	0	0
15-19	4	0	0	0	0	4
20-24	7	0	0	0	0	7
25-29	15	0	0	0	0	15
30-39	13	0	0	0	0	13
40-49	9	0	0	0	0	9
50-59	15	0	0	0	0	15
60-69	10	0	0	0	0	10
70-79	4	0	0	0	0	4
80-Over	0	0	0	0	0	0
Unknown	3	1	0	2	0	6
Total	80	1	0	2	0	83

Crash Summary II - Characteristics

Most Harmful Event

Most Harmful Event	Total	Most Harmful Event	Total
1-Overturn / Rollover	0	38-Other Fixed Object (wall, building, tunnel, etc.)	0
2-Fire / Explosion	0	39-Unknown	7
3-Immersion	0	40-Gate or Cable	0
4-Jackknife	0	41-Pressure Ridge	0
5-Cargo / Equipment Loss Or Shift	0	Total	73
6-Fell / Jumped from Motor Vehicle	0		
7-Thrown or Falling Object	0		
8-Other Non-Collision	0		
9-Pedestrian	1		
10-Pedalcycle	0		
11-Railway Vehicle - Train, Engine	0		
12-Animal	0		
13-Motor Vehicle in Transport	61		
14-Parked Motor Vehicle	3		
15-Struck by Falling, Shifting Cargo or Anything Set in Motion by Motor Vehicle	0		
16-Work Zone / Maintenance Equipment	0		
17-Other Non-Fixed Object	0		
18-Impact Attenuator / Crash Cushion	0		
19-Bridge Overhead Structure	0		
20-Bridge Pier or Support	0		
21-Bridge Rail	0		
22-Cable Barrier	0		
23-Culvert	0		
24-Curb	0		
25-Ditch	0		
26-Embankment	0		
27-Guardrail Face	0		
28-Guardrail End	0		
29-Concrete Traffic Barrier	0		
30-Other Traffic Barrier	0		
31-Tree (Standing)	0		
32-Utility Pole / Light Support	0		
33-Traffic Sign Support	0		
34-Traffic Signal Support	1		
35-Fence	0		
36-Mailbox	0		
37-Other Post Pole or Support	0		

Injury Data

Severity Code	Injury Crashes	Number Of Injuries
K	0	0
A	0	0
B	2	2
C	11	13
PD	27	0
Total	40	15

Road Character

Road Grade	Total
1-Level	21
2-On Grade	9
3-Top of Hill	5
4-Bottom of Hill	6
5-Other	0
Total	41

Traffic Control Devices

Traffic Control Device	Total
1-Traffic Signals (Stop & Go)	19
2-Traffic Signals (Flashing)	2
3-Advisory/Warning Sign	0
4-Stop Signs - All Approaches	2
5-Stop Signs - Other	11
6-Yield Sign	0
7-Curve Warning Sign	0
8-Officer, Flagman, School Patrol	0
9-School Bus Stop Arm	0
10-School Zone Sign	0
11-R.R. Crossing Device	0
12-No Passing Zone	0
13-None	7
14-Other	0
Total	41

Light

Light Condition	Total
1-Daylight	29
2-Dawn	1
3-Dusk	0
4-Dark - Lighted	11
5-Dark - Not Lighted	0
6-Dark - Unknown Lighting	0
7-Unknown	0
Total	41

Crash Summary II - Characteristics

Crashes by Year and Month

Month	2011	2012	2013	Total
JANUARY	1	1	2	4
FEBRUARY	1	1	1	3
MARCH	1	0	2	3
APRIL	0	1	0	1
MAY	0	2	0	2
JUNE	1	2	1	4
JULY	1	3	1	5
AUGUST	1	0	2	3
SEPTEMBER	1	1	0	2
OCTOBER	1	2	0	3
NOVEMBER	1	1	4	6
DECEMBER	0	3	2	5
Total	9	17	15	41

Report is limited to the last 10 years of data.

Crash Summary II - Characteristics

Crashes by Crash Type and Type of Location

Crash Type	Straight Road	Curved Road	Three Leg Intersection	Four Leg Intersection	Five or More Leg Intersection	Driveways	Bridges	Interchanges	Other	Parking Lot	Private Way	Cross Over	Railroad Crossing	Total
Object in Road	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rear End / Sideswipe	2	0	5	9	0	0	0	0	0	0	0	0	0	16
Head-on / Sideswipe	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Intersection Movement	0	0	9	12	0	0	0	0	0	0	0	0	0	21
Pedestrians	0	0	1	0	0	0	0	0	0	0	0	0	0	1
Train	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Went Off Road	0	0	1	1	0	0	0	0	0	0	0	0	0	2
All Other Animal	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bicycle	0	0	0	1	0	0	0	0	0	0	0	0	0	1
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Jackknife	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rollover	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fire	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Submersion	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Thrown or Falling Object	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bear	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Deer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Moose	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Turkey	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	2	0	16	23	0	0	0	0	0	0	0	0	0	41

Crash Summary II - Characteristics

Crashes by Weather, Light Condition and Road Surface

Weather / Light	Dry	Ice/Frost	Mud, Dirt, Gravel	Oil	Other	Sand	Slush	Snow	Unknown	Water (Standing, Moving)	Wet	Total
Blowing Sand, Soil, Dirt												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Blowing Snow												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	1	0	0	0	1
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Clear												
Dark - Lighted	7	0	0	0	0	0	0	0	0	0	0	7
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	1	0	0	0	0	0	0	0	0	0	0	1
Daylight	18	0	0	0	0	0	0	0	0	0	0	18
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Cloudy												
Dark - Lighted	1	0	0	0	0	0	0	0	0	0	0	1
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	3	0	0	0	0	0	0	0	0	0	2	5
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0

Crash Summary II - Characteristics

Crashes by Weather, Light Condition and Road Surface

Weather Light	Dry	Ice/Frost	Mud, Dirt, Gravel	Oil	Other	Sand	Slush	Snow	Unknown	Water (Standing, Moving)	Wet	Total
Fog, Smog, Smoke												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Other												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Rain												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	1	1
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	2	2
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Severe Crosswinds												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0

Crash Summary II - Characteristics

Crashes by Weather, Light Condition and Road Surface

Weather / Light	Dry	Ice/Frost	Mud, Dirt, Gravel	Oil	Other	Sand	Slush	Snow	Unknown	Water (Standing, Moving)	Wet	Total
Sleet, Hail (Freezing Rain or Drizzle)												
Dark - Lighted	0	1	0	0	0	0	0	0	0	0	0	1
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	0	0	0	0	0	0	0	0	0	0	0
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
Snow												
Dark - Lighted	0	0	0	0	0	0	1	0	0	0	0	1
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	0
Daylight	0	3	0	0	0	0	0	0	0	0	0	3
Dusk	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	30	4	0	0	0	0	1	1	0	0	0	41

redfern properties

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April 22, 2015

Nell Donaldson
Planning Division, City of Portland
389 Congress Street, 4th Floor
Portland, ME 04101

Re: Revisions to 89 Anderson Street, Level III Site Plan Application

Dear Nell:

Please find attached our responses to comments from City Staff and from the Planning Board at the March 10 Planning Board Workshop. We hope that these materials resolve outstanding issues and will facilitate the scheduling of a Public Hearing in the near future.

Attached to this letter, please find the following documents:

1. Final Plan – Level III Site Plan Submittal Checklist (3 pages)
2. Updated Architectural Plans (6 pages)
3. Updated Before & After Renderings (15 pages)
4. Fox Street Site Screen Detail (1 page)
5. Updated Landscape Plan L1.0 (1 page)
6. Acorn Engineering Comment Response Letter (10 pages) with attachments:
    a. Department Public Services, Capacity to Serve (2 pages)
    b. Retaining Wall Profile (2 pages)
    c. Traffic Solutions Traffic Analysis Update (10 pages)
    d. Construction Management Plan (2 pages)
    e. Photometric Plan (1 page)
    f. Updated Survey (1 page)
    g. Updated Civil Plan Set (10 pages)
    h. Subdivision Plan (1 page)
    i. Supplemental Plans (3 pages)
7. Written Requests for Waivers (2 pages)
8. Solid Waste Generation Letter (1 page)
9. Fire Department Letter (11 pages)
10. Geotechnical Report (24 pages)

To clarify some issues that we have spoken about, we understand the need to provide additional parking for the ground floor restaurant. We have spoken to a number of nearby landowners who can offer leased parking. However, we do not believe it is sensible to enter into an agreement to lease parking that we will not need until summer 2016. As such, we wish to tie this parking requirement to the Certificate of Occupancy and not to Plan approval. Second, we have spoken about the traffic concerns of Ms. Cynthia Cochran. Many of her concerns are addressed in the Traffic Solutions letter included herein. As you know, there was a meeting at your office on March 16th, 2015 which included Ms. Cochran, Tom Errico, Bill Bray, Will Savage, you, and me. We hope that this meeting was successful in ameliorating some of the traffic concerns. We will continue to work with the City, the neighborhood, and Ms. Cochran to ensure that the corner of Fox and Anderson is as safe an intersection as possible.

Finally, the Submittal Checklist asks for information confirming that HVAC equipment meets emissions applicable emissions standards. We will be using multi-split air source heat pumps for heating and cooling. Though we have not yet selected a manufacturer for these heat pumps, we can assure that all products being considered will meet all applicable emissions standards.

Please do not hesitate to contact me with any questions.

Sincerely,



Jonathan Culley
Redfern Properties LLC
Redfern Bayside LLC

ACORN ENGINEERING, INC.

Helen Donaldson - Planner
City of Portland
Planning & Urban Development Department
389 Congress Street
Portland, ME 04101

April 16, 2015

Subject: East Bayside Lofts at 89 Anderson Street
Comment Response Letter

On behalf of Redfern Properties, LLC we are pleased to respond to the comments provided by multiple reviewers.

To facilitate the review comments are provided below in italics followed by Acorn Engineering, Inc.'s response.

Bruce Hyman – 2/17/2015 e-mail

Comment – *What is the dashed line around the sidewalk nearest to the Fox-Anderson St intersection meant to imply?*

Response – This line is a carry-over from TYLin's - Anderson and Fox Street Roadway Improvements project plans, and depicted an old limit of construction for the City's work. This line has been removed on the final site plan submission, as the entire City ROW sidewalk adjacent to the building is to be replaced as a part of the project.

Comment – *Each curb ramp need to show more specific detail as to their construction and not defer to the 'Details' to ensure constructability and meeting ADA/City Technical Standards - none currently do meet them nor show sufficient detail to ensure constructability*
- *all of the curb ramp flares/tip-downs are too short for new construction*
- *the 2 ramps on Anderson Street are not perpendicular to the curb*
- *the 1 ramp on Fox Street street does not have a minimum 4' wide landing at the top, requiring sidewalk users to traverse the flares of the ramps - if necessary, the entire sidewalk should ramp down to the curb ramp to provide a maximum 2% cross-slope and ramp slope within the curb ramp*

The curb ramp on Fox Street should be relocated to provide a perpendicular/shortened crossing across Fox Street.

Response – The depicted location and geometry of the sidewalk crossings and ramps related to Anderson Street and Fox Street were indicated by others as part of the Anderson and Fox Street Roadway Improvements project, which are anticipated to be completed prior to the construction of the East Bayside Lofts development. The locations of the curb ramps for the preliminary site plan were indicated by Acorn in accordance with these improvements.

Through conversations with the City, we have relocated the sidewalk crossings in Anderson Street and Fox Street to be more perpendicular to the roadway, and have similarly redesigned the curb tipdowns to have a 1:12 ramp slope and a 7'-long arc length flare in order to comply with ADA standards and City of Portland Standards. The 2% cross-slope remains part of the design, and spot grades and further design improvements better convey this message on our final submission. As part of the relocation of the sidewalk crossings, two catch basin headstones are to be removed (see plans) because they fall within proximity to the tipdown curb.

A detail has been added to indicate the changes to the Fox Street curb ramp.

Comment -- *The bike rack on Anderson St should be installed parallel to the curb a minimum of 24" but ideally 30" or 36" from the back of curb*

Response – The final site plan submission indicates the final location of the bicycle racks to be 36" from the back of the curb, parallel to the curb.

Comment -- *Ideally at least a second bike rack should be installed near the Commercial 2 and Commercial 3 storefront areas to provide bicycle parking for their customers - this could be offset by a reduction to the interior/resident bicycle parking*

Response – Our final site plan submittal includes a second bicycle parking location outside of Commercial Unit 2 and 3. Through coordination with the architect, we are including 39 bicycle parking locations within the storage location and 4 outside. This represents an overall increase of 19 bicycle parking spaces from our preliminary submission.

Comment -- *A detail should be provided that shows the layout of the interior bicycle parking*

Response – Storage locations for bicycles are indicated on the Site Plan, C-10. A detail indicating efficient bicycle storage has been included on Drawing C-41, as part of the final submission.

Comment -- *Driveway: the construction detail and plan view (Sheet C-10) should show how the driveway will provide the required ADA-compliant accessible pedestrian route across the driveway (max 2% cross-slope) - if needed, this can be accomplished by having a steeper slope for the first 2'-3' of the driveway (where it meets the street) and then a maximum cross-slope of 2% for the 4'-5' closest to the building.*

Response – Our final Grading Plan has clarified the sidewalk grading. This plan shows that the public ROW will have an ADA-compliant path of less than 2% cross-slope, curb ramps with no greater than 1:12 slopes.

Comment -- ***Sheet C-30***
This sheet should document the required ADA-compliant pedestrian access route (max 2% cross-slope) will be attained along the project's frontage within the public ROW, and if not, provide any required easements to meet the requirements

Response – The typical sidewalk detail indicates a 2% cross-slope. Curb tipdowns lengths have been modified to include a slope no greater than 1:12 for ramps and flares. A 2% cross-slope has been included for a section of the driveway apron. Indication of an easement for the sidewalk (pedestrian access route) has been included as Note 13 on the Subdivision Plat.

Comment -- *Sheet C-40*
Bicycle rack installation: the detail specifies a 'surface mount' bicycle rack within a brick sidewalk. The detail should specify how this is to be accomplished (e.g., concrete/sonotube base?)

Response – The detail has been altered to include an in-ground mount, in concrete.

David Margolis-Pineo – 2/12/2015 e-mail

Comment -- *Please add State Plane Coordinates to the four property corners to be set. This was a well done plan. Thank you.*

Response – The project surveyor has revised the Existing Conditions Plan to provide the State Plane Coordinates to the four corners of the property set.

Comment -- *The proposed grease interceptor is shown within the street right of way. This will require an easement from the City. Please contact Frank Brancely FJB@portlandmaine.gov 874-8832 for design guidance or questions.*

Response – Acorn will continue to coordinate with Frank Brancely to complete an easement within the sidewalk for the grease trap. He has forwarded us to William Clark, who has indicated that an easement will be necessary for the grease interceptor. The preliminary easement description is located on the Subdivision Plat.

Comment -- *As I'm sure the Board members are aware, there is a heavily used athletic complex across Anderson Street from this proposed development. Although the adjacent basketball courts do not have lights, in the summer, kids sometimes play by the street lights well into the night. Profanity is currently a common complaint around such playgrounds. With proposed decks on the upper floors facing the ground, future complaints can be expected. The Board may choose to discuss how to address this issue.*

Response – We appreciate the concern and have forwarded this message to the architect.

Comment -- *Please indicate where roof drainage is being directed.*

Response – In coordination with the Architect the plan has been updated to indicate where roof drainage is to be conveyed to internal catch basins, and ultimately the storm drain, within Anderson Street and Fox Street. Please see Sheet C-30 for all proposed roof drain, underdrain, and foundation drain connections.

Tom Errico – 2/16/2015 e-mail

Comment -- *Parking aisle widths are less than 24 feet and do not meet standards. In general the project is providing an aisle width of 23 feet and therefore it is nearly meeting the required standard. However, the project is also assuming a significant percentage of compact parking spaces and thus in combination I do have some concerns. The applicant should provide additional auto-turn graphics for a representative sample of the parking spaces.*

Response – Please refer to the attached Circulation Plan (SK-1) depicting Auto-turn graphics for a representative sample of vehicle site circulation and parking space access. The Auto-turn arc path uses the Architectural vehicle library – Large Car – Composite Passenger Vehicle. We believe this is appropriate for the urban setting.

Comment -- *The City does not allow vehicle overhang as part of meeting dimensional parking stall size standards. Accordingly, it should not be assumed as part of the engineering evaluation. The length of a parking space shall be assumed to be 16 feet.*

Response – Within the center of the parking lot, the pavement edge denotes the limit of the parked wheel, in our case similar to a wheelstop. It is our understanding that including a wheelstop does not remove the dimensional requirements for a parking spaces. However, we have modified the plans and are noting these spaces as 8'x16' per your request.

For this development, the pavement edge is reinforced through landscaping and grading designed to accommodate up to a 2-feet of a vehicle overhang in each parking space. Please refer to the attached Parking at Landscaping Plan (SK-2) to show our indication of this being feasible with a 16.75'-long car.

Furthermore, the shallow grading and perennial plant species allow for winter snowplowing over and across the overhang zone; this ability to facilitate snow removal activities is why a more traditional wheelstop or granite curb is not used. For this project, wheelstops are only proposed to denote the limit of the parked wheel when below the second story in order to accommodate a walking space adjacent to the building in a location underneath the second story where significant snowfall (and, similarly, snow removal) is not likely.

Given the limited landscaping opportunities and after consultation with the Landscape Architect, it was decided not to utilize grass pavers within the 4' landscaped strip. Grass pavers would have eliminated the potential for numerous Fountain Grass plantings and two Service Berry Trees.

Comment -- *The proposed project exceeds the allowable percentage of compact spaces according to City standards. The applicant should provide information that supports this request.*

Response –The private urban parking lot represents a compromise and balance between providing the necessary landscape area and minimum residential parking space allotment. Redfern Bayside, LLC is of the opinion that cars are trending towards smaller and smaller sizes especially within the urban context, and is supportive of the reduced drive aisle, parking space dimensions and vehicle overhangs. Please see the above response to review our opinion regarding the size of the spaces.

Comment -- *The layout includes a parking space located at the garage entrance. This space is extremely difficult to enter and exit. The applicant has provided a auto-turn graphic for this space, but I need to review further.*

Response – We agree that access to this space is challenging, however our Auto-turn graphic illustrates that access is feasible. Given the use is a private urban parking lot we believe the level of access to the parking space is appropriate. As a result of the site/zoning restraints should this space be eliminated a replacement onsite would not be readily possible.

Comment -- *The applicant is proposing a driveway that will be 18-feet wide at the garage door opening. Given low traffic volumes entering and exiting the project and slow speeds and low traffic volumes on Everett Street, I support a waiver from the City's driveway width standard.*

Response – Thank you for your review. We are in agreement that the driveway width of 18-feet will be acceptable and a compromise to minimize the visual impact to the streetscape.

Comment -- *I have reviewed the sidewalk design in respect to conformance with the Anderson Street Neighborhood Byway Project. The proposed plan generally matches the plan, but the applicant shall review the handicap ramp design to ensure there is adequate maneuvering space at the top of the ramp and thus meets ADA standards.*

Response – The sidewalk tipdowns have been modified to include for a maximum 1:12 slope within the ramp. The sidewalk detail remains at a 2% maximum cross-slope.

Comment -- *The proposed driveway location meets City corner clearance standards and accordingly I find it to be acceptable.*

Response – Thank you for your review. We are in agreement that the driveway meets clearance standards.

Comment -- *A detailed traffic signal warrant analysis was conducted at the Washington Avenue/Walnut Street/Fox Street intersection. The methods and analyses meet those contained in the Manual on Uniform Traffic Control Devices, Federal Highway Administration and I find them to be acceptable. The conclusion uses existing traffic volumes and concludes that a traffic signal is not warranted under current October 2014 traffic volume conditions. Based upon a detailed review of the warrant analysis, a warrant is closely met, and in my professional opinion, given development growth activity in the area, a traffic signal is likely to be needed in the future. Given both safety and capacity needs at this location, the applicant will be required to make a monetary contribution to this intersection. I will provide a contribution estimate in the future.*

Response – Thank you for your detailed review. Please let the design team know what the final monetary contribution will be and we can further discuss this topic.

Comment -- *The applicant conducted a trip generation analysis assuming the commercial space is occupied by a Specialty Retail use and therefore would add approximately 8 vehicles to the road system during the PM Peak hour. If the commercial space is assumed to be a High-*

Turnover restaurant, 32 additional PM peak hour trips can be expected. I would note that not all of this traffic would be new and in fact a reduction in trips is likely given the projects urban location. The applicant notes that the original traffic study did not account for a reduction of vehicle trips due to the elimination of the 3G's business. I concur with the applicant that when considering this trip credit, the level of service analysis conclusion should remain valid (that the intersection will operate at a very good level of service), even under a restaurant use assumption. With that said, the applicant shall provide a final estimate of traffic generation according to proposed land uses.

Response – Please refer to the attached letter from Traffic Solutions, dated March 31st, 2015.

Comment -- *The applicant shall provide an evaluation of on-street parking recommendations along their property frontages. It should be noted that the project will require changes to the Traffic Schedule for on-street parking regulations and thus will require City Council approval. The applicant shall be responsible for providing supporting documentation as part of the City Council review packet.*

Response – Please refer to updated Site Plan, C-10 for the proposed on-street parking recommendations along the project's frontage. A summary of changes include:

- Three existing driveway curb cut locations will be eliminated in place of one proposed curb cut. The net reduction in curb cuts will provide for new on-street parking opportunities.
- One proposed 15-Minute Commercial Loading Space for deliveries to the Commercial Units will be located to the east of the Restaurant on Fox Street.
- Many of the existing "No Parking Sign" locations do not appear to comply with the City of Portland Technical Manual, Section 1.20.1, "Parking Shall be prohibited within twenty (20) feet from the centerline of a cross walk and within thirty (30) feet at signalized and STOP sign locations". The proposed "No Parking Sign" locations have been updated to reflect the technical standard along the project's frontage at all crosswalk locations. This does eliminate parking between the Everett/Anderson Street crosswalk and project's driveway.
- Moving the "No Parking Sign" to the north on Fox and to the East on Anderson Street is also in response to the March 16th planning meeting with Cynthia Cochran and per Traffic Solutions, dated March 31st, 2015 letter.

Comment -- *The applicant shall provide a construction management plan for review and approval.*

Response – The submittal includes a Construction Management Plan as provided by AlliedCook Construction, dated 2/24/15.

Comment -- *The applicant shall provide a final parking plan for the project for review and approval.*

Response – A parking plan further indicating the site upgrades, striping, and location of landscaping elements has been included.

Woodard & Curran –

Comment -- *1) In accordance with Section 5 of the City of Portland Technical Manual, a Level III development project is required to submit a stormwater management plan pursuant to the regulations of MaineDEP Chapter 500 Stormwater Management Rules, including conformance with the Basic, General, and Flooding Standards. We offer the following comments:*
a) Basic Standard: The Applicant has provided an Erosion Control Plan to address erosion and sediment control requirements, inspection and maintenance requirements, and good housekeeping practices in general accordance with Appendix A, B, & C of MaineDEP Chapter 500; however, the locations of proposed erosion control measures, such as inlet protection devices, should be noted on Sheet C-30.

Response – Proposed erosion control measures are now noted on C-30, including location of sedimentation barrier, catch basin inlet protection and construction entrances.

Comment -- *b) General Standard: The project will result in a net decrease in impervious area of approximately, 2,336 square feet; as such, the project is not required to include specific stormwater management features for stormwater quality control.*

Response – No response necessary.

Comment -- *c) Flooding Standard: The project will result in a net decrease in impervious area of approximately, 2,336 square feet; as such, the project is not required to include specific stormwater management features to control the rate of stormwater runoff from the site.*

Response – No response necessary.

Comment -- *2) Final site plans must be stamped by a professional engineer (Section 14-527, sub-section (f) of the City of Portland Land Use Ordinance).*

Response – Final site plans will be stamped by a Professional Engineer, licensed in the State of Maine.

Comment -- *3) The General Note on Sheet C-30 refers to the Structural Engineer's Plans for retaining wall design and temporary soil restraint measures. At this time, it does not appear that the Structural Engineer's Plans have been received. The Applicant should also clarify whether a geotechnical evaluation of the proposed retaining wall has been performed.*

Response – Acorn will coordinate with the Structural and Geotechnical consultants as part of the continued design.

- Summit Geoengineering Services has developed a Geotechnical Investigation and Report. Given the size of the report this has not been included, unless requested.
- Structural Integrity has developed the attached SK-1 and 2 Retaining Wall Profile, dated 4/8/15.
- Temporary soil restraint measures shall be the responsibility of the Contractor.
- The Final Retaining Wall Design, stamped by a professional engineer, shall be submitted to the City as part of the Building Permit.

Comment -- *4) The Applicant has provided a letter from the Portland Water District dated December 17, 2014, confirming that the District has the capacity to serve the proposed project; however, the Applicant should note that the letter does not constitute approval of the project and that review and approval of the final plans by PWD is required.*

Response – Acorn is aware that approval from the Portland Water District is required and will be completed prior to application of a Building Permit. A copy of this documentation will be provided to the Planning Authority.

Comment -- *5) The Applicant has submitted a request to confirm the ability to serve the project's sewer demands to the City of Portland Department of Public Services; the Applicant should provide a letter documenting the Department's approval upon receipt.*

Response – The City of Portland Department of Public Services provided confirmation on 4/15/15 of the Department's ability to serve the project's sewer demands. A copy of this letter is attached.

Comment -- *6) The Applicant has provided a Snow Storage Plan; however the plan does not appear to specify proposed snow storage locations. The Applicant should clarify.*

Response – Snow storage is indicated along the wall adjacent to Fox Street. This was shown in the original submittal, but has been shown in more detail to clarify this question. Given that the site is largely to be covered by buildings, ramps, utilities, parking spaces, and other items that will need to be cleared, it is anticipated that the majority of snow will need to be hauled off-site, between storm events.

Comment -- *7) The grading plan (C-30) indicates some spot grades, but the existing contour elevations are unclear and it is unclear how proposed grades will tie into existing grades. The Applicant should clarify.*

Response – Final grading has been indicated within the final Grading Plan (C-30). Additional existing contours labels have been added. In general the proposed tie into the existing grades using the following techniques:

- Anderson Street frontage – Grades match the rebuilt sidewalk using the foundation wall, ramps and steps that lead into the Commercial Spaces first floor elevations.
- Fox Street Frontage – The majority of the proposed grades match the rebuilt sidewalk grades. Adjacent to the building grades match the rebuilt sidewalk using the foundation wall, ramps and steps.
- Greenleaf Apartments Frontage – Grades match the existing grades by use of a retaining wall.
- Everett Street Frontage - Grades match the rebuilt sidewalk using the foundation wall with the exception of the driveway entrance.

Comment -- *8) The Applicant has provided a sloped granite curb detail; the Applicant should clarify where sloped granite curb is proposed.*

Response – Sloped granite curb is not anticipated to be installed onsite, and has been removed from the detail.

Comment -- *9) The Applicant has provided a "City of Portland Typical Pipe Trench Detail" (Sheet C-42), and a separate "Storm Drain, Sewer, and Water Typical Trench Section Detail" (Sheet C-43). The Applicant should clarify where these two details are to be used. The "City of Portland Typical Pipe Trench Detail" should be utilized for all storm drain and sewer pipe work within the City Right-of-Way.*

Response – The details noted above were consolidated onto Sheet C-42 and revised to indicate where each pipe trench detail shall be utilized.

Comment -- *10) The Applicant proposes to demolish and plug the existing sewer service in Fox Street; the Applicant should provide a masonry plug detail.*

Response – The submittal includes a masonry plug detail on Sheet C-43.

Comment -- *11) It is unclear how / where the roof drains are connected to the storm drain system.*

Response – The Grading and Drainage Plan (C-30) indicates that 6" and 8" roof drain will respectively connect into the internal catch basins 1 and 2.

Comment -- *12) There is an insufficient number of drainage inlets proposed within the site, and the proposed grading to direct drainage to these inlets is not properly detailed on C-30. Additional attention is needed with regard to drainage and grading within the site.*

Response – The Grading and Drainage Plan (C-30) has been expanded upon our Preliminary Submission. Please refer to the updated plan for additional information.

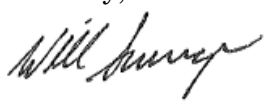
<u>Planning Board Workshop:</u>

Comment – *No lighting plans have been provided to date. A lighting plan, complete with photometrics, should be submitted at the time of final review. The applicant will be required to provide street lights in accordance with the Anderson Street Byway Project*

Response – From our review of the Anderson Street Byway Project (plans dated October 2014) and discussion with the Project Manager street lights are not included within the City's scope of work. As such our project does not provide for street lights. A photometric plan for the site interior parking lot has been included as part of the Architect's plans.

Please let me know if you have any additional questions or comments.

Sincerely,



William H. Savage, P.E.
Principal - Project Manager - Acorn Engineering, Inc.

Attachments:

1. Department of Public Services – Capacity to Handle Wastewater Flows letter, dated April 15th, 2015.
2. Structural Integrity Consulting Engineers, Retaining Wall Profile SK1 and 2, dated 4/8/15.
3. Traffic Solutions – Traffic Comments Letter, dated March 31, 2015.
4. Allied Cook – Construction Management Plan, dated 2/24/15
5. Photometric Plan
6. Nadeau Land Surveyors – Existing Conditions Plan, dated 3/30/15
7. Updated – Written Request for Waivers
8. Acorn Engineering – Plan Set, dated April 16th, 2015
9. Subdivision Plan, dated April 16th, 2015
10. Supplemental Plans – Dated April 16th, 2015
    a. Snow Storage Plan
    b. Circulation Plan (SK-1)
    c. Parking at Landscaping Plan (SK-2)

Updated - Written Request for Waivers

East Bayside Lofts is a 53-unit vertical urban infill development located within Portland's East Bayside community. The proposed building is anticipated to be four stories tall; the first story will comprise of a restaurant, two additional commercial spaces, and an indoor parking facility; and the second through fourth stories will contain studio apartments, one-bedroom apartments, and two-bedroom apartments for a total of 53 rental units within the building. An outdoor parking lot is included in the design.

The proposed project is located at the northeasterly corner of Fox Street and Anderson Street in Portland. The proposed lot is a combination of two properties which presently include Portland Tax Map 012, Block I, Lots 1 and 5. There is an existing auto service building and two smaller associated buildings located on Lot 1 which are to be demolished as part of the proposed project.

The following is a list of known project related waivers.

1. Traffic Flow:
    a. City Min. Driveway Width – The applicant is requesting a waiver to the 20' wide driveway width. The Proposed driveway width is 18' wide at the overhead door, but is otherwise greater than 20' in width.
    b. City Standard Parking Size – The applicant is requesting a waiver to the amount of Standard Parking (9'X18') spaces and City Compact Parking (8'X15"). The proposed development includes Standard parking spaces for 17% of the design, Compact parking spaces that do not meet one or all of the standard dimension requirements represent 83% of the design. The private urban parking lot represents a compromise and balance between providing the necessary landscape area and minimum residential parking space allotment. The center and edge landscaping islands have been designed to accommodate a 2-foot vehicle overhang similar to a concrete wheelstop.
    c. Prior to a certificate of occupancy for a restaurant the applicant is proposing to

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provide documentation the required parking is provided in accordance with the Land Use Code.

d. Minimum Drive Aisle Width – The applicant is requesting a waiver to the minimum drive aisle width of 24' by requesting a 23'-wide drive aisle.

Circulation of vehicles within the site has been performed using AutoTurn, a vehicle circulation CAD accessory, and simulations that include these design waivers have shown circulation to be appropriate for the urban setting.

2. Parking Lot Landscaping – The applicant is requesting a waiver to the Parking Lot Landscaping requirements. Given the urban setting the landscaping does not provide the required 11 trees within the project limits but exceeds the minimum 33 shrubs. See landscaping plan(s) for more information. The applicant is prepared to contribute an amount proportionate to the cost of required parking lot trees to the City of Portland Tree Fund.
3. Street Trees – The applicant is requesting a waiver to the Street Trees requirements. 53 street trees are required, to be spaced at 30-45 feet apart. The design includes 11 trees and maintains a spacing between 30 and 45-feet that does not hinder intersection site lines, utilities, windows, entrances and/or aesthetics. The design increases the number of existing street trees from 2 to 11. The applicant is prepared to contribute an amount proportionate to the cost of required parking lot trees to the City of Portland Tree Fund.

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Solid Waste Disposal

The owner, Redfern Bayside, LLC, or their property management company shall be responsible for contracting with a private hauler for removal of solid waste and recyclable material generated from the fifty-three units and three commercial spaces. The proposed solid waste rooms are noted on the Site Plan (C-10) and include:

- Separate solid waste room for the proposed Restaurant.
- Separate solid waste room for the fifty-three Apartments and two Retail Units.

Solid waste and recyclable material will be stored within wheeled container units. Pickup will occur once each week or as necessary to maintain a clean waste storage area. The solid waste containers will be fully enclosed and screen from the public view.

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SUMMIT
GEOENGINEERING SERVICES

GEOTECHNICAL REPORT

East Bayside Lofts
89 Anderson Street
Portland, Maine

Prepared for:

Redfern Properties
P.O. Box 8816
Portland, Maine 04101

Prepared by:

Summit Geoengineering Services
145 Lisbon St.
Lewiston, Maine

Project #14221
February 2015

SUMMIT
GEOENGINEERING SERVICES

February 26, 2015
SGS #14221

Jonathan Culley
Redfern Properties
P.O. Box 8816
Portland, Maine 04104

Reference: Geotechnical Report, East Bayside Lofts
89 Anderson Street, Portland, Maine

Dear Jonathan;

Summit Geoengineering Services, Inc. (SGS) has completed a geotechnical investigation for the proposed East Bayside Loft at the site reference above. Our scope of services included the drilling of 4 borings, conducting one cone penetration test (CPT), performing laboratory testing on collected samples, and preparing this geotechnical report summarizing our findings and providing geotechnical recommendations.

Our scope of services for this project did not include an environmental site assessment or further investigation for the presence or absence of hazardous or toxic material on, below, or around the site. Any statements in this report, or on the soil boring logs, regarding odors or unusual and suspicious conditions observed are for informational purposes and are not intended to constitute an environmental assessment.

1.0 Project Description

The project consists of the construction of a mixed used commercial building and parking spaces at 89 Anderson Street in Portland, Maine. The site is located at northeasterly corner of Fox Street and Anderson Street. There is an existing single story masonry block building serving as an auto repair shop at the northern corner of the lot and a small storage building at the southern corner. Both existing structures are planned to be removed. The western portion of the site is a paved lot and the eastern portion contains a gravel surface. Grades at the site slope up gently from approximately 13 feet to approximately 17 feet in a northerly direction. The northern border of the site abuts the parking lot for a multi housing unit complex.

The proposed building will be located along the southwestern and southeastern portion of the site adjacent to Anderson Street and Everett Street. We understand that the proposed building is anticipated to be four stories tall; the first story will comprise of a restaurant and commercial retail space, and the second through fourth stories will contain a total of 12 studio

apartments, 29 one-bedroom apartments, and 12 two-bedroom apartments for a total of 53 rental units within the building. A surface level parking lot (partially below the building) will also be included in construction. The ground floor level will be at or near the existing ground surface.

Anticipated structural loads provided by Structural Integrity, Inc. for the newly constructed building are as follows:

Interior Columns = 125 to 250 kips
Exterior Columns = 100 to 190 kips
Strip Footings = 5 to 7 kip/lf

A retaining wall is proposed to be constructed along the eastern border of the site between the proposed parking lot and existing gravel parking for the apartment complex adjacent to the site.

2.0 Exploration and Testing

2.1 Exploration

Summit Geoengineering Services (SGS) observed the subsurface conditions at the site with the drilling of 4 borings and one cone penetration test (CPT) on November 25, 2014. The borings were drilled to depths ranging from 12 to 22 feet using 2-1/2" hollow stem augers. Continuous split spoon sampling was conducted in general accordance with ASTM D1586 from the ground surface to the top of the soft silty clay layer to collect blow counts and soil samples for subsequent laboratory testing. Once the soft clay layer was encountered, split spoon sampling was conducted at 5 foot intervals to a depth of 22 feet in borings B-1, B-3, and B-4. Boring B-2 was terminated at depth of 12 feet.

A Cone Pentration Test (CPT) was conducted along the proposed building alignment to determine engineering properties of the soft clay, thicknesses of subsurface layers, groundwater depth, and depth to refusal. CPT-1 was advanced to a depth of 52 feet below ground surface where refusal was encountered. The CPT was performed using a rubber track mounted PowerProbe 9500 VTR with a single point hollow stem anchor set to a depth of 5 feet. The CPT was performed using a Vertek 5 ton digital cone pushed at a constant rate (2 cm/s). Parameters obtained include cone resistance (q_c), sleeve friction (f_s), and piezocone pore pressure (u), and shear wave velocity (V_s).

Locations of the borings and CPT were marked by SGS prior to drilling by measuring from the existing building. These locations can be seen in the SGS Exploration Plan in Appendix A. A copy of the boring logs and CPT log can be seen in Exploration Logs in Appendix B.

2.2 Laboratory Testing Results

Moisture content testing (*ASTM D2216/4643*) was performed on 6 collected clay samples and Atterberg Limit testing (*ASTM D4318*) was conducted on 2 collected clay samples. Results from these tests are summarized in the table below. Detailed test results are included in Appendix C.

LABORATORY TEST RESULTS						
Sample	**Depth (ft)**	**Moisture**	**LL**	**PL**	**PI**	**USCS**
B1-S5	8 to 10	47.2 %	-	-	-	CL
B1-S6	10 to 12	39.7 %	-	-	-	CL
B1-S7	15 to 17	46.2 %	39	19	20	CL
B1-S8	20 to 22	46.2 %	-	-	-	CL
B4-S6	9 to 10	29.8 %	-	-	-	CL
B4-S7	15 to 17	34.7 %	26	14	12	CL

LL = Liquid Limit, PL = Plastic Limit, PI = Plasticity Index, USCS = Unified Soil Classification System, CL = "Lean Clay"

3.0 Subsurface Conditions

3.1 Soil

The soil at the site generally consists of ***fill*** overlying ***stiff clay*** over ***soft clay*** overlying ***silty sand*** overlying ***glacial till*** or ***bedrock***.

The ***fill***, encountered in all borings and the CPT, is described as dark brown sandy silt to clayey silt, to gravelly sand to fine sand to gray ash. It ranges from 4 feet to 9 feet in thickness, in general increasing in thickness towards the western end of the site. The fill ranges from dry to wet and loose to compact. Occasional fragments of wood chips and brick are present in the layer. It classifies as ML, SP, or SM in accordance with the Unified Soil Classification System.

The ***stiff*** clay was encountered in borings B-2 and B-3 and is described as a stiff olive brown silty clay. It ranges from 4 feet to 4.5 feet in thickness. Pocket penetrometer measurements (an estimate of unconfined compressive strength) ranged from 600 psf to greater than 9000 psf. This layer becomes softer with depth as it transitions into the soft gray silty clay. It classifies as CL in accordance with the Unified Soil Classification System.

A 2.5' layer of silty sand is present between the stiff clay and soft clay layers at boring B-3. This confined layer is described as mottled gray silty fine sand with trace to little clay. It is wet and very loose. It classifies as SM in accordance with the Unified Soil Classification System.

The ***soft clay*** starts from 8 to 11 feet below ground surface and is described as wet and very soft gray silty clay with occasional fine sand seams. Moisture content ranges from 29.8% to 47.2% and the Liquid Limit ranges from 26 to 39. Soil behavior classification from CPT-1 indicates the

clay layer to extend to 45' below ground surface. Frequent seams are present in the bottom 10 feet of the layer. It classifies as CL in accordance with the Unified Soil Classification System.

The ***silty sand*** encountered at CPT-1 extends from 45 feet to 52 feet below ground surface and consists of stratified layers of silt-sand mixtures and silty clay based on soil behavior type (SBT) classification from the cone penetration test. Corrected tip resistance (q_t) values in this layer range from 8 tsf to 176 tsf with an average value of 56 tsf. Sleeve friction (f_s) measured in the layer range from -4 tsf to 11 tsf with an average of 2 tsf. Negative sleeve friction values can occur in thin layers of soft soils due to abrupt changes in lateral pressures. Negative sleeve friction values do not have significance in geotechnical design.

The ***glacial till*** or ***bedrock*** starts at 52 feet below ground surface at location CPT-1. This layer caused refusal to advancement of the cone, and from experience on similar geotechnical investigations in the area, is likely either dense glacial till or bedrock.

3.2 Groundwater

Groundwater was observed to be at or near the elevation of the top of the soft clay layer ranging from depth 6.5 feet below ground surface to 9 feet below ground surface (ranging from elevation 5 feet to 7 feet).

3.3 Bedrock

Refusal of CPT-1 was encountered at 52 feet below ground surface and was likely either dense glacial till or bedrock. According to the Maine Geological Survey, bedrock at the site is of the Precambrian Z Spring Point Formation consisting of green schist and amphibolites facies ranging from and mafic to felsic volcanic rock.

4.0 Geotechnical Recommendations

Based on the proposed building loads and presence of the shallow soft marine clay at the site, we do not believe that the newly constructed building will be adequately supported on shallow spread footings. Predicted settlements of column footings and spread footings supported by a shallow foundation are estimated to be anywhere from 2 inches to 4 inches. We believe these magnitudes of settlement are unacceptable for this construction.

Alternative foundations considered for the new building included a structural mat, helical piles (intermediate foundation), preload, and piles (deep foundation). Due to cost, feasibility, and time constraints, the structural mat, helical piles, and preload options are not recommended for this site.

We recommend that the columns and load bearing elements of the new building be supported by a deep foundation system. This should consist of HP12x53 Grade 50 steel piles connected with pile caps. H-piles should be vibrated or driven to a dense stratum to provide sufficient end bearing capacity. We believe that if this deep foundation system is used, and the recommendations from this report are followed, that the total settlement will be negligible.

Non-load bearing walls and concrete slabs-on-grade can be constructed on the existing fill or native stiff silty clay soil.

4.1 Pile Foundation Recommendations

Based on anticipated design loads of the new structure, we recommend that driven or vibrated HP12x53 Grade 50 steel piles be used as the foundation system for the newly constructed building. We recommend that all piles be vibrated or driven to a dense stratum, either glacial till or bedrock, which is anticipated to range from 50 feet to 70 feet below the current ground surface (elevation -37 to -57 feet). Recommended pile design values are summarized in the table below.

TABLE 1- Pile Design Values

Parameter:	HP 12 x 53	Factor of Safety
Allowable Compressive Capacity	75 ton/pile	2.5
Allowable Uplift Capacity	8 ton/pile	5.0
Allowable Lateral Capacity	2 ton/pile	2.0

Allowable pile design values from Table 1 are based on the following:

- A MKT DE 42/35 or similar diesel pile driver
- Rated energy of 35,000 lbs-ft to 42,000 lbs-ft
- A 2-inch thick MC-904(P) Blue Nylon pile cushion or similar is used
- Steel HP12x53 consist of Grade 50 steel
- Piles are driven to a dense stratum, anticipated at an elevation of -37 to -57 feet
- Pile spacing in accordance with recommendations described below
- Dynamic pile testing is conducted on a minimum of 1 installed pile (see Section 5.0)

These recommendations are based on evaluating static analysis for the site soil conditions and wave analysis using GRLWEAP 2005 with assumed pile driver information typical of local pile driving contractors based on our experience. Design of all pile caps and pile splices should be in accordance with the International Building Code 2009 (IBC 2009)

We do not anticipate that vibration during pile installation will be significant enough to have adverse effects on surrounding structures.

The recommended allowable lateral capacity of the installed HP12x53 steel piles is 2 tons per pile. This assumes the horizontal loading to be oriented perpendicular to the flanges of the HP12x53 so that bending occurs about the strong axis of the pile. Furthermore, all areas of exposed native soil within a 3 foot width beyond the edge of the pile in all directions should be proofrolled with a minimum of 2 passes in each of two perpendicular directions with a 5-ton (operating weight) vibratory roller.

We recommend that piles within a pile group be spaced at a minimum of 4 feet center to center. We further recommend that piles within a pile group which are spaced parallel to the direction of horizontal loading should be spaced at a minimum of 6 feet center to center. Piles spaced closer than this will result in overlapping stress distributions in the soil and cause lateral capacity to be reduced. Pile spaced 4 feet center to center oriented parallel to the direction of horizontal loading will reduce the factor of safety from 2.0 to 1.25.

Lateral capacity can also be developed by the soil resistance against the pile caps and grade beams. If the lateral deflection of the pile cap or grade beam is greater than 0.005 feet per foot of grade beam/pile cap depth, the passive resistance of the soil will be mobilized. We recommend that the allowable lateral capacity of the soil against pile caps and grade beams be taken as 400 psf per foot of depth perpendicular to the lateral force applied (passive equivalent fluid pressure) for this condition. If lateral deflections are less than 0.005 feet per foot of depth, we recommend an allowable lateral capacity of 70 psf per foot of depth (at-rest equivalent fluid pressure) for this condition. These soil resistances assume that Foundation Backfill (FB, Section 4.4) is compacted to 95 percent of its maximum dry density, determined in accordance with ASTM D1557, and that the design moist unit weight of the soil is a minimum of 130 pounds per cubic foot (pcf).

TABLE 2- Pile Cap and Grade Beam Lateral Resistance	
Lateral Deflection	**Lateral Soil Resistance**
< 0.005 ft/ft of depth	70 psf/ft of depth
> 0.005 ft/ft of depth	400 psf/ft of depth

4.2 Slabs-on-grade

All foundation elements of existing structures in the area of the proposed building footprint should be removed in their entirety. Voids created by the removal of existing foundation elements should be filled with compacted SF or ¾" crushed stone. All areas of exposed native soil should be proofrolled with a minimum of 2 passes in each of two perpendicular directions with a 5-ton (operating weight) vibratory roller.

We recommend that all fill within the building footprint consist of Structural Fill. The building slab should be constructed on a minimum 12 inch thick layer of Structural Fill (SF). The portion of SF passing the 3" sieve shall meet the following gradation requirements.

STRUCTURAL FILL (SF)	
Sieve Size	**Percent finer**
3 inch	100
½ inch	38 to 80
¼ inch	25 to 65
No. 40	0 to 30
No. 200	0 to 7

Reference: MDOT Specification 703.06, Type D

The maximum particle size should be limited to 6 inches. Structural Fill should be placed in 6 to 12 inch lifts and should be compacted to a minimum of 95 percent of its maximum dry density, determined in accordance with ASTM D1557.

For the conditions described above, the slab can be designed using a subgrade modulus of 100 pci.

4.3 Frost Protection and Foundation Backfill

Based on a 10-year design air freezing index of 1,200 degree F days for the Portland, Maine region, all pile caps, grade beams, and foundation walls exposed to freezing temperatures should be constructed at a minimum depth of 4 feet below finish exterior grade. We recommend that these elements be backfilled with Foundation Backfill (FB). The portion of FB passing the 3" sieve size should meet the following gradation requirements:

FOUNDATION BACKFILL (FB)	
Sieve Size	**Percent finer**
3 inch	100
¼ inch	25 to 100
No. 40	0 to 50
No. 200	0 to 7

Reference: MDOT Specification 703.06, Type E

Maximum particle size should be limited to 6 inches. Foundation backfill should be placed in 6 to 12 inch lifts and compacted to 95% of its optimum dry density determined in accordance with ASTM D1557.

4.4 Non-Bearing Foundation Walls

We recommend that all load bearing foundation walls and columns for the new building be supported by the deep foundation. However, non-bearing foundation walls can be constructed directly on the native fill or native stiff silty clay. If the subgrade preparation recommendations outlined below are followed, non-bearing foundation walls can be proportioned using an allowable bearing capacity of 1,500 psf.

Exterior walls exposed to freezing temperatures should be constructed at a minimum depth of 4 feet below finish grade. We recommend that all exposed native soils beneath constructed walls be proofrolled with a minimum of 3 passes with a walk behind plate compactor. Soft, wet, or unsuitable soils should be removed and replaced with compacted SF or ¾" crushed stone. Walls should be backfilled using FB placed in accordance with the methods outlined in Section 4.3.

4.5 Seismic Site Class and Design Criteria

Based on shear wave velocity measurements collected during CPT-1 and laboratory testing on collected samples, the East Bayside Loft site classifies as Site Class D "stiff soil profile" in accordance with the 2009 International Building Code. The following seismic site coefficients should be used:

SEISMIC DESIGN COEFFICIENTS	
Seismic Coefficient	**Site Class D**
Short period spectral response (S_S)	0.314
1 second spectral response (S_1)	0.077
Maximum factored spectral response (S_{MS})	0.486
1 second factored spectral response (S_{M1})	0.185
Design short period spectral response (S_{DS})	0.324
Design 1 second spectral response (S_{D1})	0.123

4.6 Pavement Section Recommendations

Based on a mean annual air freezing index of 900 degree F days for the Portland, Maine region, we recommend a minimum total pavement section thickness of 18 inches, equal to 50% of the approximate mean annual frost penetration of 36 inches. We further recommend that the pavement section consist of the following materials.

PAVEMENT SECTION RECOMMENDATION		
Material	**Thickness (in)**	**Specification**
Asphalt Surface Course	1	MDOT Superpave
Asphalt Binder Course	2	MDOT Superpave
Base Soil	3	MDOT 703.06 Type A
Subbase Soil	15	Structural Fill (MDOT 703.06 Type D)

All foundation elements of existing structures in the area of the proposed parking lot should be removed in their entirety. If it is desirable to leave portions of the existing foundation in place within proposed parking areas, we recommend that a 12 inch thick minimum cushion be provided between the top of the remaining foundation element and the pavement surface. This cushion should consist of compacted SF. All areas of exposed native soil should be proofrolled by making a minimum of 2 passes in each of two perpendicular directions using a minimum 5 ton (operating weight) vibratory roller.

The maximum particle size of the Structural Fill should be limited to 6 inches and the maximum particle size of the MDOT 703.06 Type A should be limited to 4 inches. All placed fill should be placed in a maximum of 12-inch lifts, and be compacted to 95 percent, in accordance with ASTM D1557.

5.0 Testing and Field Monitoring Recommendations

All piles should be installed to an ultimate capacity equal to the allowable axial capacity (75 tons per pile) multiplied by a factor of safety of 2.5 to equal 187 tons per pile. To ensure that this capacity is developed, and to avoid over-stressing of the installed piles, we recommend dynamic pile testing (PDA) be performed on select piles in accordance with ASTM D4945. We further recommend that a specialty consultant be used to perform these tests.

In addition to the PDA testing, we also recommend that a detailed pile-driving log for each pile be performed and reviewed to evaluate pile installation and consistency. The contractor or a qualified technician can record the pile-driving logs. If the contractor is selected to record the pile driving logs, we recommend that SGS review the logs and verify that the piles are being installed within the design recommendations.

We recommend that the skin friction values generated by the compressive load test (ASTM D4945) be evaluated to verify the field uplift capacity.

Field testing for lateral capacity is not required.

6.0 Cast-in-Place Retaining Walls

We recommend that cast in place retaining walls be designed for the lateral earth pressures taken from the following table.

CAST-IN-PLACE RETAINING WALL LATERAL LOADS			
Condition	**Drained at Base**	**Equivalent Fluid Pressure**	**Live Load Surcharge**
Free at Top	Yes	42 psf/ft	250
	No	84 psf/ft	
Fixed at Top	Yes	64 psf/ft	250
	No	95 psf/ft	

Passive resisting pressure in front of cast-in-place walls can be taken as 375 psf per foot of embedment depth. A value of 0.5 or 0.45 should be used for the friction coefficient at the base of the wall for walls constructed on the existing proofrolled fill or proofrolled native stiff silty clay, respectively.

Cast in place retaining wall footings should be constructed at a minimum depth of 4 feet below the exterior finished grade for frost protection. The maximum retaining wall footing contact pressure should be limited to 1,500 psf. This assumes the subgrade is prepared in accordance with the recommendations presented in Section 4.4.

We recommend that retaining walls be backfilled with FB meeting the gradation requirements presented in Section 4.3. FB should be compacted to 95% of its maximum dry density in accordance with ASTM D1557.

We recommend that underdrains be installed at the base of retaining walls to prevent the build-up of hydrostatic pressures. The underdrains should be located adjacent to the wall on the top of the footing. The underdrain should consist of 4" rigid perforated PVC surrounded by a minimum of 6 inches of crushed stone and filter fabric to prevent clogging from the migration of the fine soil particles in the foundation backfill soils. The underdrain pipes should outlet to a location where they will be free flowing.

6.0 Construction Consideration

Based on the groundwater levels observed from our explorations, we do not anticipate that groundwater will be encountered within the building excavations. Diversion and control of surface water should be performed to prevent water flow from adjacent wet areas or from rain or snowmelt from entering the excavations.

All exposed native soil which will be load bearing (under slabs, pile caps, and grade beams) should be proofrolled with a minimum of 2 passes in each of two perpendicular directions with a 5-ton (operating weight) vibratory roller.

All foundation elements of existing structures in the area of the proposed parking lot should be removed down to a minimum depth of 12" below proposed finish grade. If desired, the foundation elements can be removed in their entirety. All foundation elements of existing structures in the area of the proposed building footprint should be removed in their entirety.

General excavations within the silty clay soil, if encountered, will be susceptible to softening when wet. If subgrade softening does occur, we recommend over excavation and replacement with a minimum of 6 inches of ¾" crushed stone. The placed crushed stone should be compacted with a minimum of four passes with a walk-behind plate compactor.

Excavations deeper than 4 feet should be sloped no greater than 1.5H to 1V for fill or previously disturbed soils and 0.75H:1V for the stiff silty clay soil. Excavations below groundwater should be limited to 1.5H to 1V. These slopes are based on the current OSHA Excavation Guidelines.

7.0 Closure

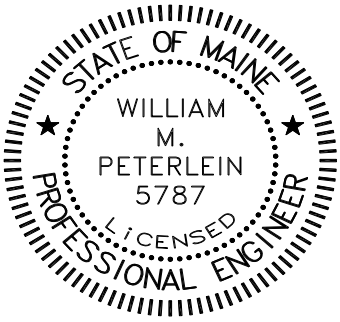
Our recommendations are based on professional judgment and generally accepted principles of geotechnical engineering. Some changes in subsurface conditions from those presented in this report may occur. Should these conditions differ materially from those described in this report, or should building loads and configurations change significantly, SGS should be notified so that we can re-evaluate our recommendations. Furthermore, SGS should be notified should pile

material change, expected fill height increase, or pile refusal be encountered outside of the expected range of -37 feet to -57 feet.

We appreciate the opportunity to serve you during this phase of your project. If there are any questions or additional information is required, please do not hesitate to call.

Sincerely,
Summit Geoengineering Services, Inc.

Mathew Hardison, EI
Geotechnical Engineer



William M. Peterlein, PE
Principal Geotechnical Engineer

APPENDIX A

EXPLORATION PLAN

LEGEND

B-1 SUMMIT TEST BORING (NOVEMBER 25, 2014)

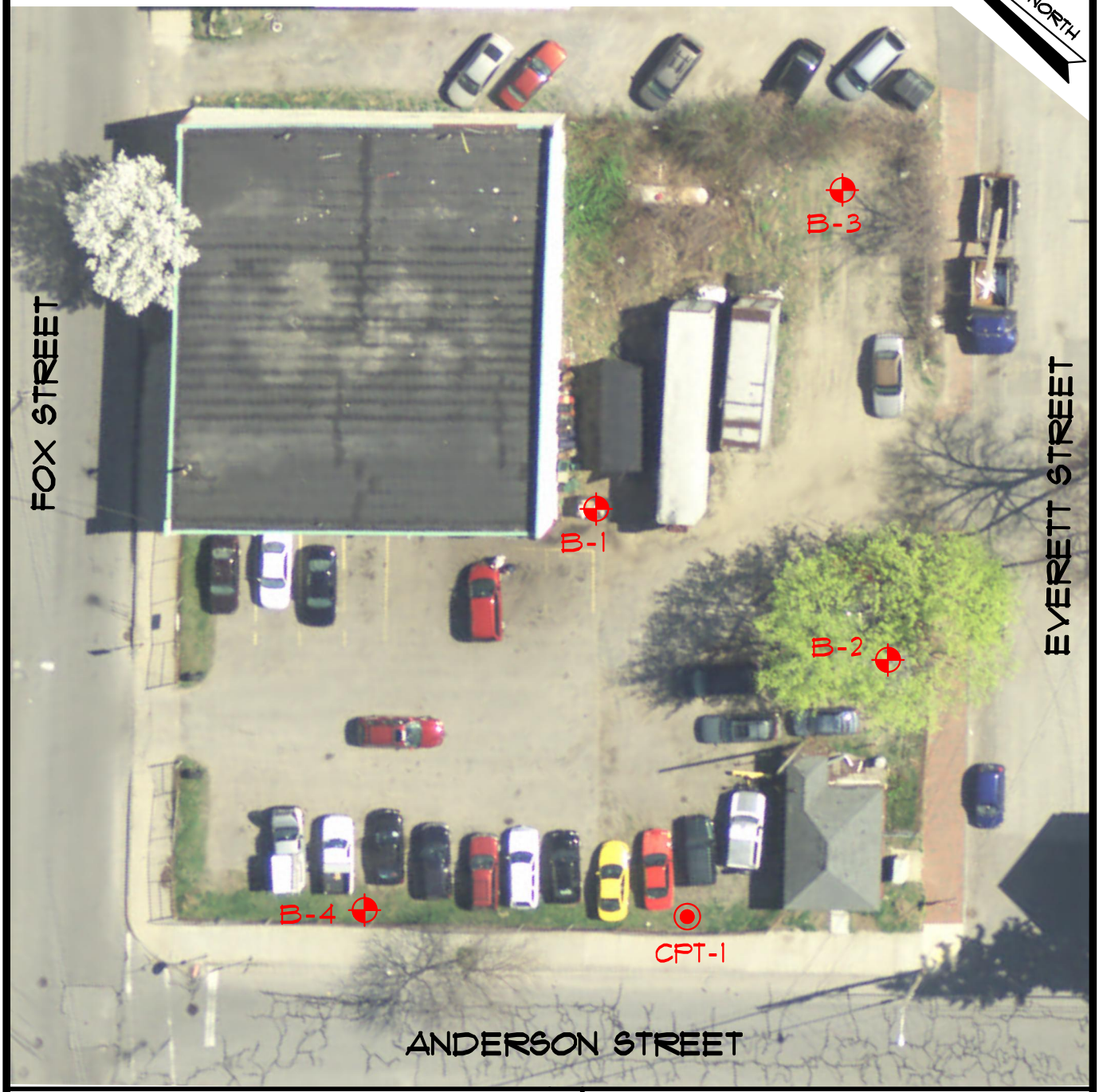
CPT-1 CONE PENETRATION TEST (NOVEMBER 25, 2014)

PLAN REFERENCE

AERIAL IMAGE OBTAINED FROM MAINE OFFICE OF G.I.S.

N

NORTH



TEST BORING LOCATION PLAN
EAST BAYSIDE LOFTS

89 ANDERSON STREET - PORTLAND, ME

PREPARED FOR

REDFERN PROPERTIES, LLC

DATE: 11-26-14	DRAWN BY: KRF	CHECKED BY: WMP
JOB: 14221	SCALE: 1" = 30'	FILE: 14221 BOR

145 LISBON ST. - SUITE 601
LEWISTON, ME 04240
Tel.: (207) 576-3313

173 PLEASANT STREET
ROCKLAND, ME 04841
Tel.: (207) 318-7761

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GEOENGINEERING SERVICES
www.summitgeoeng.com

APPENDIX B

EXPLORATION LOGS

SUMMIT
GEOENGINEERING SERVICES

SOIL BORING LOG

Project:	East Bayside	Boring #:	**B-1**
Location:	89 Anderson Street	Project #:	14221
City, State:	Portland, Maine	Sheet:	1 of 1
		Chkd by:	

Drilling Co:	Summit Geoengineering Services	Boring Elevation:	14 ft. +/-
Driller:	C. Coolidge, P.E.	Reference:	Survey plan prepared by Nadeau Land Surveys dated 7/21/2014
Summit Staff:	B. Peterlein, P.E.	Date started: 11/25/2014	Date Completed: 11/25/2014

DRILLING METHOD	SAMPLER
Vehicle: Tracked	Length: 24" SS
Model: AMS Power Probe	Diameter: 2"OD/1.5"ID
Method: 2-1/2" H.S.A.	Hammer: 140 lb
Hammer Style: Auto	Method: ASTM D1586

ESTIMATED GROUND WATER DEPTH

Date	Depth	Elevation	Reference
11/25/2014	9 ft	5 ft. +/-	In borehole at completion

Depth (ft.)	No.	Pen/Rec (in)	Depth (ft)	blows/6"	N_{60}	SAMPLE DESCRIPTION	Geological/ Test Data	Geological Stratum
	S-1		0 to 2	3				
1				2		Brown SAND, trace Silt, dry, loose, SM		FILL
				3				
2				3		Olive-gray Sandy SILT, trace ash, dry		
	S-2		2 to 4	2				
3				1		Gray Clayey SILT, moist, soft, ML		
				2				
4				2				
	S-3		4 to 6	3		Olive-brown Clayey SILT, trace wood chips, moist, firm,		
5				2		ML		
				3				
6				2				
	S-4		6 to 8	3		No recovery - gravel in tip of spoon		
7				1				
				6				
8				2				
	S-5		8 to 10	WH				
9				WH		Gray Silty CLAY, trace fine Sand in seams, damp,	MC = 47.2	GLACIAL MARINE
				WH		very soft, CL		
10				WH				
	S-6			WH		Same as above		
11				WH				
				WH			MC = 37.9	
12				WH				
13								
14								
15								
	S-7		15 to 17	WH		Same as above	LL = 39	
16				WH			PI = 20	
				WH			MC = 46.2	
17				WH				
18								
19								
20								
	S-8		20 to 22	WH		Same as above		
21				WH			MC = 46.2	
				WH				
22				WH				
						End of Boring at 22 ft		
23								
24								
25								
26								
27								

Granular Soils		Cohesive Soils		% Composition
Blows/ft.	Density	Blows/ft.	Consistency	ASTM D2487
0-4	V. Loose	<2	V. soft	
5-10	Loose	2-4	Soft	< 5% Trace
11-30	Compact	5-8	Firm	5-15% Little
31-50	Dense	9-15	Stiff	15-30% Some
>50	V. Dense	16-30	V. Stiff	> 30% With
		>30	Hard	

NOTES: PP = Pocket Penetrometer, MC = Moisture Content
LL = Liquid Limit, PI = Plastic Index

Bedrock Joints
Shallow = 0 to 35 degrees
Dipping = 35 to 55 degrees
Steep = 55 to 90 degrees

Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches
Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200

Soil Moisture Condition
Dry: S = 0%
Humid: S = 1 to 25%
Damp: S = 26 to 50%
Moist: S = 51 to 75%
Wet: S = 76 to 99%
Saturated: S = 100%

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SOIL BORING LOG

Project:	East Bayside	Boring #:	B-2
Location:	89 Anderson Street	Project #:	14221
City, State:	Portland, Maine	Sheet:	1 of 1
		Chkd by:	

Drilling Co:	Summit Geoengineering Services	Boring Elevation:	14 ft. +/-
Driller:	C. Coolidge, P.E.	Reference:	Survey plan prepared by Nadeau Land Surveys dated 7/21/2014
Summit Staff:	B. Peterlein, P.E.	Date started: 11/25/2014	Date Completed: 11/25/2014

DRILLING METHOD		SAMPLER	
Vehicle:	Tracked	Length:	24" SS
Model:	AMS Power Probe	Diameter:	2"OD/1.5"ID
Method:	2-1/2" H.S.A.	Hammer:	140 lb
Hammer Style:	Auto	Method:	ASTM D1586

ESTIMATED GROUND WATER DEPTH

Date	Depth	Elevation	Reference
11/25/2014	8 ft	6 ft. +/-	In borehole at completion

Depth (ft.)	No.	Pen/Rec (in)	Depth (ft)	blows/6"	N_{60}	SAMPLE DESCRIPTION	Geological/ Test Data	Geological Stratum
	S-1		0 to 2	3				
1				5		Brown Gravelly SAND, trace Silt, dry, compact, SP		FILL
				5				
2				3				
	S-2		2 to 4	2				
3				2		Gray Ash mixed with bricks and silty sand		
				3				
4				1				
	S-3		4 to 6	4				
5				3		Olive-brown Silty CLAY, moist, firm, CL	PP >4.5 tsf	GLACIAL MARINE
				3				
6				5				
	S-4		6 to 8	8		Same as above		
7				5				
				5				
8				2				
	S-5		8 to 10	WH				
9				1		Gray Silty CLAY, trace fine Sand in seams, wet, very		
				WH		soft, CL		
10				1				
				WH				
11				1				
				WH				
12				1				
						End of Boring at 12 ft		
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								

Granular Soils		Cohesive Soils		% Composition
Blows/ft.	Density	Blows/ft.	Consistency	ASTM D2487
0-4	V. Loose	<2	V. soft	
5-10	Loose	2-4	Soft	< 5% Trace
11-30	Compact	5-8	Firm	5-15% Little
31-50	Dense	9-15	Stiff	15-30% Some
>50	V. Dense	16-30	V. Stiff	> 30% With
		>30	Hard	

NOTES: PP = Pocket Penetrometer, MC = Moisture Content
LL = Liquid Limit, PI = Plastic Index

Bedrock Joints
Shallow = 0 to 35 degrees
Dipping = 35 to 55 degrees
Steep = 55 to 90 degrees

Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches
Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200

Soil Moisture Condition
Dry: S = 0%
Humid: S = 1 to 25%
Damp: S = 26 to 50%
Moist: S = 51 to 75%
Wet: S = 76 to 99%
Saturated: S = 100%

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SOIL BORING LOG

Project:	East Bayside	Boring #:	B-3
Location:	89 Anderson Street	Project #:	14221
City, State:	Portland, Maine	Sheet:	1 of 1
		Chkd by:	

Drilling Co:	Summit Geoengineering Services	Boring Elevation:	16 ft. +/-
Driller:	C. Coolidge, P.E.	Reference:	Survey plan prepared by Nadeau Land Surveys dated 7/21/2014
Summit Staff:	B. Peterlein, P.E.	Date started: 11/25/2014	Date Completed: 11/25/2014

DRILLING METHOD		SAMPLER	
Vehicle:	Tracked	Length:	24" SS
Model:	AMS Power Probe	Diameter:	2"OD/1.5"ID
Method:	2-1/2" H.S.A.	Hammer:	140 lb
Hammer Style:	Auto	Method:	ASTM D1586

ESTIMATED GROUND WATER DEPTH

Date	Depth	Elevation	Reference
11/25/2014	9 ft	7 ft. +/-	in borehole at completion

Depth (ft.)	No.	Pen/Rec (in)	Depth (ft)	blows/6"	N_{60}	SAMPLE DESCRIPTION	Geological/ Test Data	Geological Stratum
	S-1		0 to 2	3		Dark brown Sandy SILT, trace organics, humid,		
1				4		firm, ML		FILL
				3				
2				4				
	S-2		2 to 4	4		Same as above, trace ash, moist, firm, ML		
3				3				
				3				
4				3				
	S-3		4 to 6	WH				
5				1		Olive-gray Silty CLAY, moist, soft, CL		GLACIAL MARINE
				2			PP = 1.4 to 1.7 tsf	
6				1				
	S-4		6 to 8	WH		Same as above, damp		
7				3				
				1			PP = 0.3 to 0.5 tsf	
8				1				
	S-5		8 to 10	WH				
9				WH				
				1		Gray Silty fine SAND, trace to little Clay, mottled		
10				WH		wet, SM		
11								
12								
13								
14								
15								
	S-6		15 to 17	WH		Gray Silty CLAY, trace fine Sand in seams, wet, very		
16				WH		soft, CL		
				WH				
17				WH				
18								
19								
20								
	S-7		20 to 22	WH		Same as above		
21				WH				
				WH				
22				WH				
						End of Boring at 22 ft		
23								
24								
25								
26								
27								

Granular Soils		Cohesive Soils		% Composition
Blows/ft.	Density	Blows/ft.	Consistency	ASTM D2487
0-4	V. Loose	<2	V. soft	
5-10	Loose	2-4	Soft	< 5% Trace
11-30	Compact	5-8	Firm	5-15% Little
31-50	Dense	9-15	Stiff	15-30% Some
>50	V. Dense	16-30	V. Stiff	> 30% With
		>30	Hard	

NOTES: PP = Pocket Penetrometer, MC = Moisture Content
LL = Liquid Limit, PI = Plastic Index

Bedrock Joints
Shallow = 0 to 35 degrees
Dipping = 35 to 55 degrees
Steep = 55 to 90 degrees

Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches
Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200

Soil Moisture Condition
Dry: S = 0%
Humid: S = 1 to 25%
Damp: S = 26 to 50%
Moist: S = 51 to 75%
Wet: S = 76 to 99%
Saturated: S = 100%

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SOIL BORING LOG

Project:	East Bayside	Boring #:	B-4
Location:	89 Anderson Street	Project #:	14221
City, State:	Portland, Maine	Sheet:	1 of 1
		Chkd by:	

Drilling Co:	Summit Geoengineering Services	Boring Elevation:	12 ft. +/-
Driller:	C. Coolidge, P.E.	Reference:	Survey plan prepared by Nadeau Land Surveys dated 7/21/2014
Summit Staff:	B. Peterlein, P.E.	Date started: 11/25/2014	Date Completed: 11/25/2014

DRILLING METHOD		SAMPLER	
Vehicle:	Tracked	Length:	24" SS
Model:	AMS Power Probe	Diameter:	2"OD/1.5"ID
Method:	2-1/2" H.S.A.	Hammer:	140 lb
Hammer Style:	Auto	Method:	ASTM D1586

ESTIMATED GROUND WATER DEPTH

Date	Depth	Elevation	Reference
11/25/2014	6.5 ft	5.5 ft. +/-	On borehole at completion

Depth (ft.)	No.	Pen/Rec (in)	Depth (ft)	blows/6"	N_{60}	SAMPLE DESCRIPTION	Geological/ Test Data	Geological Stratum
	S-1		0 to 2	1		Dark brown Sandy SILT, trace rootlets and organics,		
1				1		humid, very soft, ML		FILL
				1				
2				3		Olive-brown Silty SAND, trace Clay, moist, loose, SM		
	S-2		2 to 4	1				
3				1				
				2		Brown medium to fine SAND, trace Silt, moist, loose, SP		
4				3				
	S-3		4 to 6	3				
5				5		Brown medium to fine SAND, little Gravel, trace Silt, wet,		
				11		compact, SP		
6				7				
	S-4		6 to 8	3		Same as above		
7				2				
				2				
8				2				
	S-5		8 to 10	2		Same as above		
9				4				
				2			MC = 29.8	
10				1		Olive-gray Silty CLAY, wet, very soft, CL		GLACIAL MARINE
	S-6		10 to 12	WH				
11				WH				
				WH				
12				WH				
13								
14								
15								
	S-7		15 to 17	WH		Same as above		
16				WH			LL = 26	
				WH			PI = 12	
17				WH			MC = 34.7	
18								
19								
20								
	S-7		20 to 22	WH		Same as above		
21				WH				
				WH				
22				WH				
						End of Boring at 22 ft		
23								
24								
25								
26								
27								

Granular Soils		Cohesive Soils		% Composition
Blows/ft.	Density	Blows/ft.	Consistency	ASTM D2487
0-4	V. Loose	<2	V. soft	
5-10	Loose	2-4	Soft	< 5% Trace
11-30	Compact	5-8	Firm	5-15% Little
31-50	Dense	9-15	Stiff	15-30% Some
>50	V. Dense	16-30	V. Stiff	> 30% With
		>30	Hard	

NOTES: PP = Pocket Penetrometer, MC = Moisture Content
LL = Liquid Limit, PI = Plastic Index

Bedrock Joints
Shallow = 0 to 35 degrees
Dipping = 35 to 55 degrees
Steep = 55 to 90 degrees

Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches
Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200

Soil Moisture Condition
Dry: S = 0%
Humid: S = 1 to 25%
Damp: S = 26 to 50%
Moist: S = 51 to 75%
Wet: S = 76 to 99%
Saturated: S = 100%

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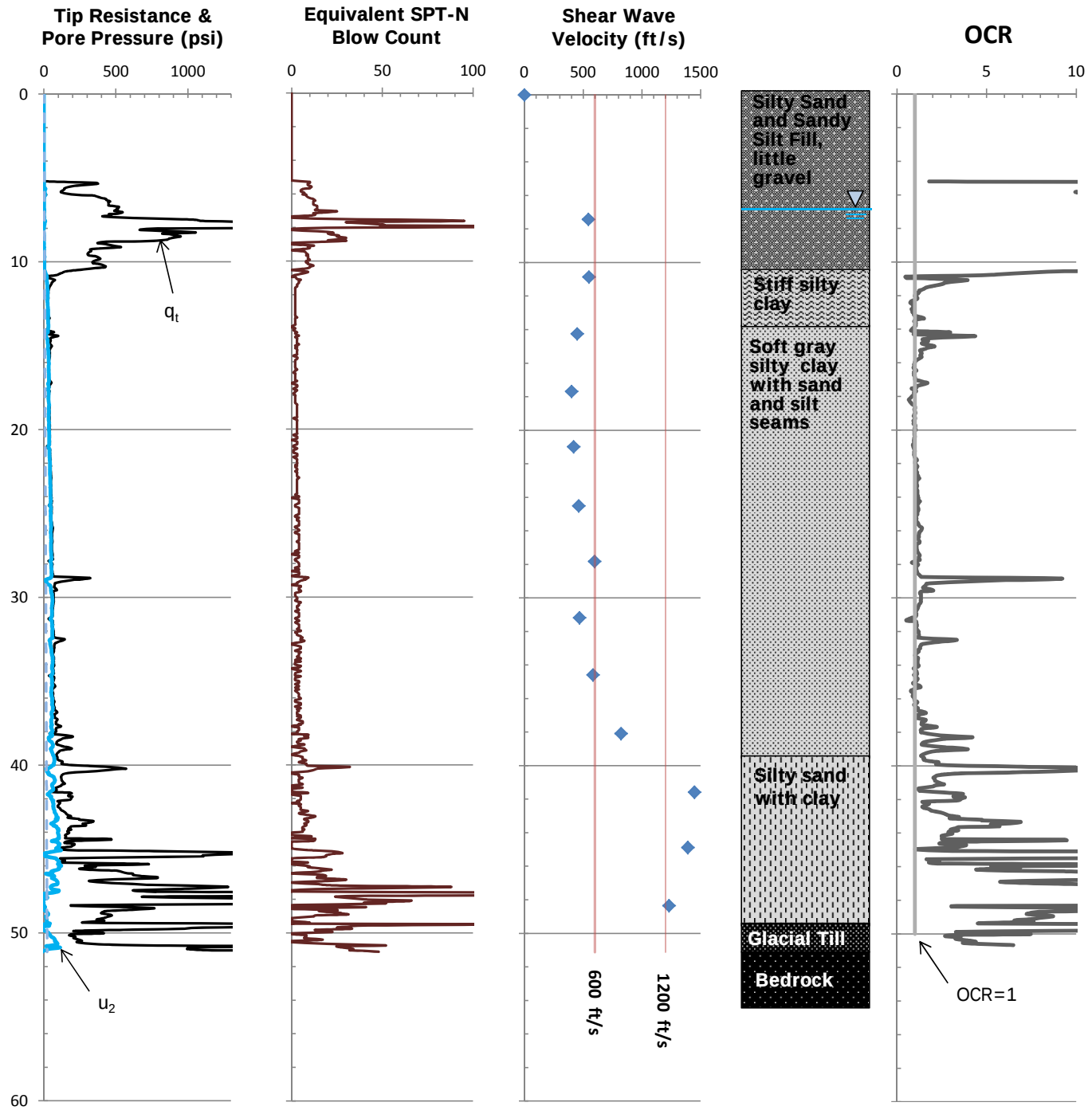
PIEZOCONE PENETRATION LOG

Test Number:	CPT-1		
Sheet:	1 of 1		
Project:	East Bayside Lofts	Project Number:	14221
Location:	89 Anderson St., Portland, ME	Method:	ASTM D5778
Client:	Redfern Properties	Weather:	Clear

Cone ID:	Vertek #4644.101xx	Test Elevation:	
Cone Type:	VTK 5 Ton Digital Cone	Reference:	
Piezocone:	Silicone Single Filter	Date started: 11/25/2014	Date Completed: 11/25/2014
Push Rig:	AMS Power Probe 9500 VTR	ESTIMATED GROUND WATER DEPTH	
Anchor Style:	Single Point Hollow Stem Anchor	Date: 11/25/2014	Depth: 7 ft
Performed By:	Craig Coolidge, P.E.	Elevation:	Reference: Cone pore pressure, nearby boring



NOTES:

Soil Profile based on interpretation of CPT measurements and nearby borings
Shear Wave Velocity test (V_s) performed at 3.3 feet (1-meter) increments
Abrupt push refusal encountered at depth of 51.1 feet
OCR estimated using a *k-value* of 0.40

APPENDIX C

LABORATORY TEST RESULTS

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Laboratory Determination of Water (Moisture) Content of Soil ASTM D2216 / D4643

PROJECT NAME:	East Bayside Lofts	PROJECT #:	14221
CLIENT:	Redfern Properties	DRYING METHOD:	Oven Dried
SOURCE:	Borings B-1 & B-4	DESCRIPTION:	Various Clay Samples
DATE:	12/16/2014	TECHNICIAN:	Erika Hawksley, E.I.

Location	Sample No.	Depth	Moisture Content	Remarks
B-1	S-5	8' - 10'	47.2%	(Contains black organic streaks & odor)
B-1	S-6	10' -12'	37.9%	
B-1	S-7	15' - 17'	46.2%	(Contains black organic streaks & odor)
B-1	S-8	20' - 22'	46.2%	(Contains black organic streaks & odor)
B-4	S-5	9' - 10'	29.8%	(Contains some fine sand seams)
B-4	S-7	15' - 17'	34.7%	(Contains some fine sand seams, organic streaks, & odor)

REMARKS:

145 Lisbon Street (PO Box 7216), Lewiston, Maine 04243, (207) 576-3313
173 Pleasant Street, Rockland, Maine 04841, (207) 318-7761

SUMMIT
GEOENGINEERING SERVICES

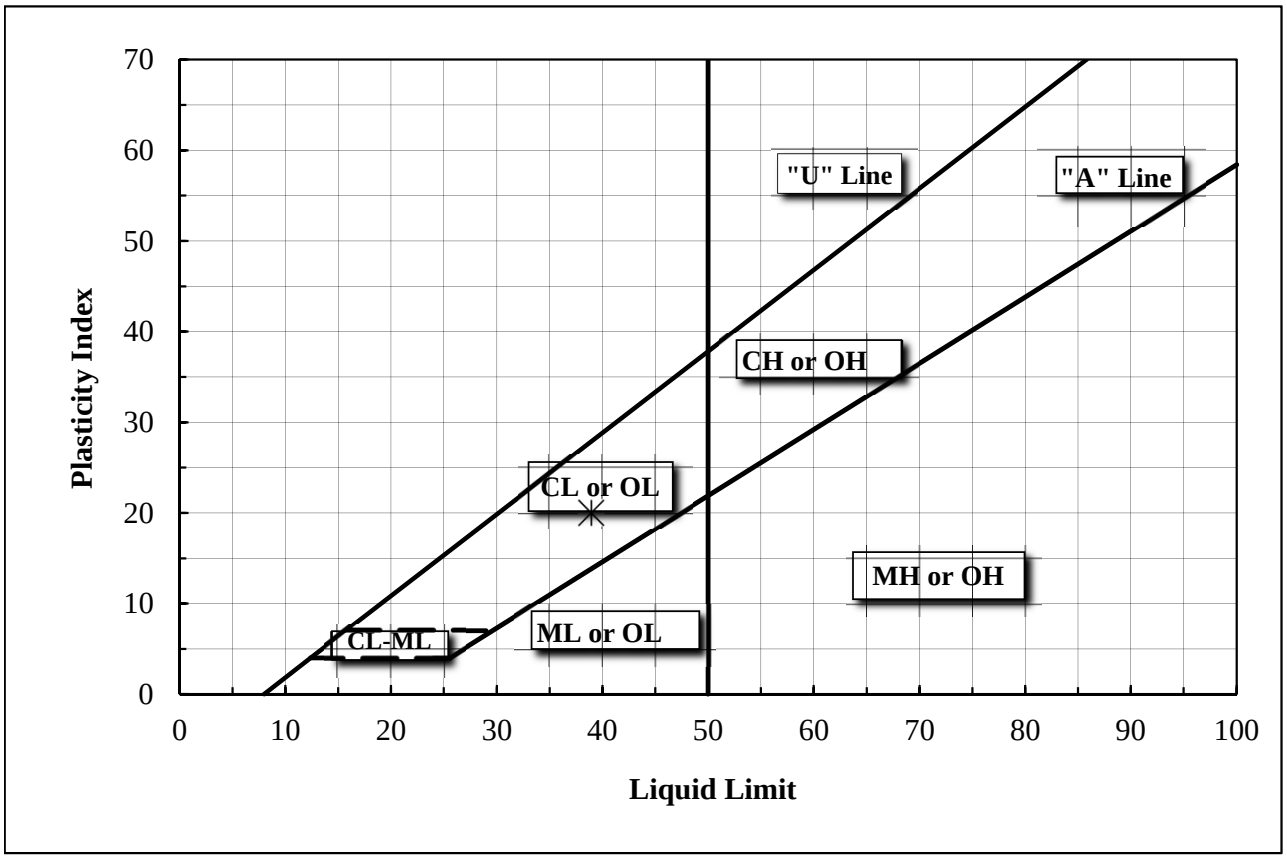
ATTERBERG LIMIT TEST - ASTM D4318

Method "A" (Multi-point)

PROJECT NAME:	East Bayside Lofts	PROJECT NUMBER:	14221
CLIENT:	Redfern Properties	SAMPLE NUMBER:	B-1, S-7
SOURCE:	Boring B-1	DEPTH:	15'-17'
DATE:	12/18/2014	TECHNICIAN:	Erika Hawksley, E.I.

DATA

Source	Depth	LL	PL	PI	Classification
B-1	15'-17'	39	19	20	Gray Silty CLAY, CL



Notes: Sample contained black organic streaks, organic odor, and trace/occasional sea shells.

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GEOENGINEERING SERVICES

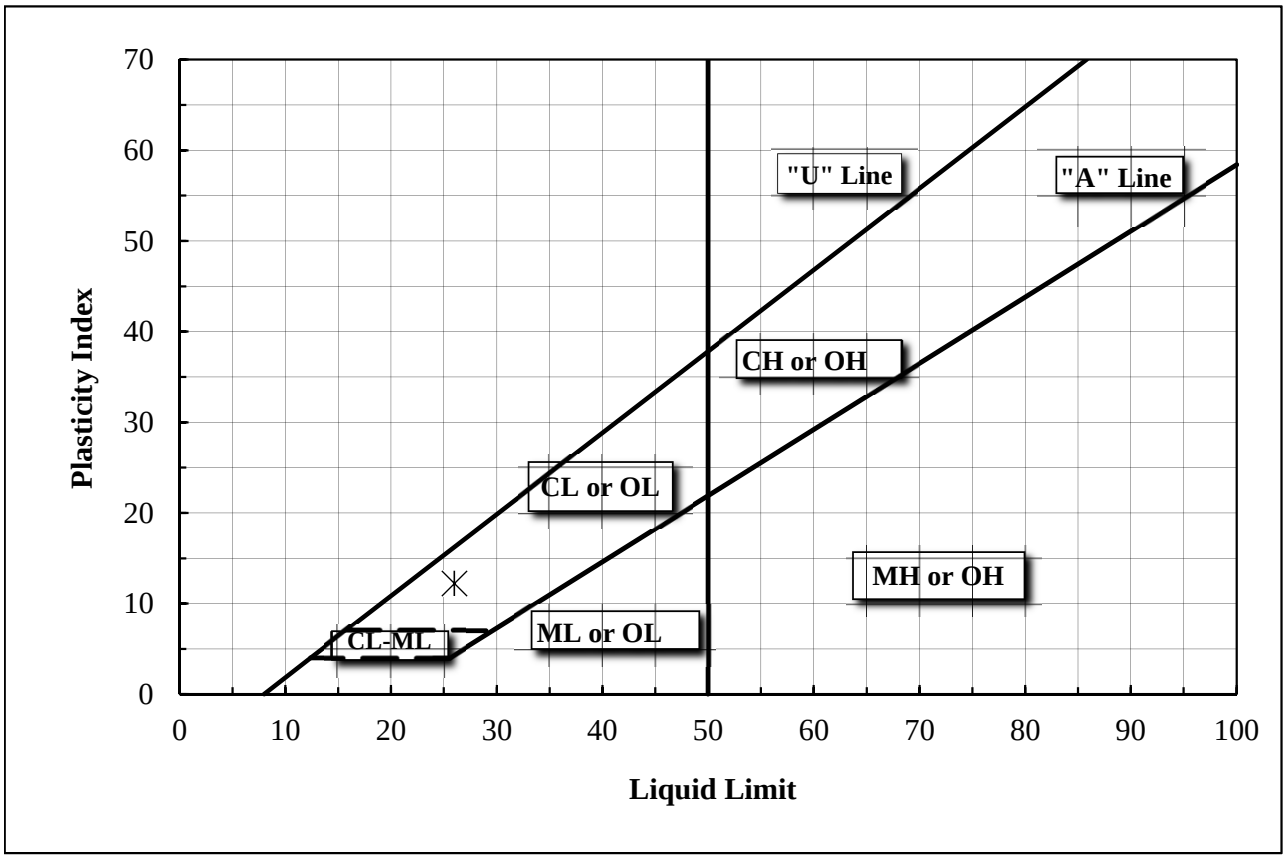
ATTERBERG LIMIT TEST - ASTM D4318

Method "A" (Multi-point)

PROJECT NAME:	East Bayside Lofts	PROJECT NUMBER:	14221
CLIENT:	Redfern Properties	SAMPLE NUMBER:	B-4, S-7
SOURCE:	Boring B-4	DEPTH:	15'-17'
DATE:	12/16/2014	TECHNICIAN:	Erika Hawksley, E.I.

DATA

Source	Depth	LL	PL	PI	Classification
B-4	15'-17'	26	14	12	Gray Silty CLAY, fine Sand seams, CL



Notes: Sample contained black organic streaks, organic odor, and some fine sand seams.

NOTES:
1. OFF-SITE PARKING LOCATIONS DEVELOPED THROUGH THE USE OF MAINE CATALOG OF GIS INFORMATION, INCLUDING PORTLAND PARCELS.
2. BUILDING LOCATIONS AND EDGE OF PAVEMENT HAVE BEEN APPROXIMATED BY ACORN ENGINEERING, INC. FOR THE PURPOSES OF DISPLAYING THE APPROXIMATE LAYOUT OF ROADWAYS AND BUILDING LOCATIONS FOR THE OFF-SITE PARKING.
3. THIS PLAN IS NOT AN EXISTING CONDITIONS PLAN DEVELOPED BY A PROFESSIONAL LAND SURVEYOR AND IS ASSUMED TO BE APPROXIMATE, FOR PLANNING PURPOSES ONLY.
4. 11 SPACES ARE INDICATED ON THE SITE PLAN, ALLOWING FOR 3 ADDITIONAL SPACES FOR PARKING BY THE CURRENT EMPLOYEES. PER CITY PLANNING, NO SPACES ARE REQUIRED FOR RETAIL, WHICH THIS LOT IS ASSUMED TO BE. 8 SPACES ARE TO BE LEASED TO REDFERN BAYSIDE, LLC.

North Greenleaf Street

Fox Street

N/F
Greenleaf Apartments, LLC
Book 25722, Page 156

80.00'
(per Plan Ref. 1)

PROPOSED 9'X18' PARKING SPACES (9)

EXISTING EDGE OF PAVEMENT (TYP.)

EXISTING LIMIT OF PARCEL (TYP.)

PROPOSED 9'X22' PARKING SPACES (2)

EXISTING EDGE OF BUILDING (TYP.)

ANTICIPATED PATH TO RESTAURANT FROM OFFSITE PARKING PARKING (TYP.) WALKING LENGTH LESS THAN 300 FT.

EXISTING EDGE OF BUILDING (TYP.)

EXISTING CURB TIPDOWN

PROPOSED GREEN SPACE. SEE LANDSCAPE PLANS BY SOREN DENIORD. (TYP.)

PROPOSED FENCE AND GUARDRAIL ABOVE RETAINING WALL

PROPOSED REAR FACE OF TOP OF RETAINING WALL

9'X20'

9'X22'

9'X22'

9'X22'

CONTRACTOR TO REMOVE EXISTING TREE

LOCATION OF EXISTING CURB. CONTRACTOR TO REMOVE AND REPLACE IN ACCORDANCE WITH DETAIL

LOCATION OF EX. DRIVEWAY ENTRANCE, SEE NOTE 4 (DARKENED, TYP.)

PROPOSED 15-MINUTE COMMERCIAL LOADING SPACE

PROPOSED LIMIT OF ANDERSON ST. IMPROVEMENTS (BY OTHERS)

29.77'

PROPOSED NO PARKING SIGN; LIMIT OF ON-STREET PARKING

PROPOSED 4'X8' MOTORCYCLE OR SCOOTER PARKING SPACE

20'

LOCATION OF EX. NO PARKING SIGN; LIMIT OF ON-STREET PARKING

11 SPACES (8'X16')

9 SPACES (8'X18')

10 SPACES (8'X18')

7 SPACES (9'X18')

5 SPACES (8'X18')

2 SPACES (8'X15')

2 SPACES (8'X15')

2 SPACES (9'X1

5 SPACES (8'X1

18'

16'

23'

36'

25.35'

8'

1.8'

2.5'

4'

15.18'

10.25' SECOND FOURTH FLOOR

PROPOSED FRONT FACE OF BOTTOM RETAINING WALL

EDGE OF PROPOSED BUILDING ABOVE

HATCHING INDICATING BUILDING LOCATION ABOVE (HATCH SHOWN BEHIND ALL OTHER LAYERS IN DRAWING)

PROPOSED LOCATION OF 36 BICYCLE STORAGE SPACES (SEE DETAIL), (TYP.)

PROPOSED SCOOTER OR ADDITIONAL BIKE PARKING (1.8' X 5.5')

MOTORCYCLE PARKING

PROPOSED STRIPING, SEE NOTE 5

PROPOSED COLUMN (TYP.)

PROPOSED GATE SEE LANDSCAPE DESIGN BY SOREN DENIORD.

PROPOSED SOLID WASTE LOCATION FOR COMMERCIAL 1 TENANT

BARRIER FREE PARKING SIGN, SEE DETAIL

PROPOSED SOLID WASTE LOCATION FOR APARTMENTS

WHEELSTOP, ITEM 065Y1770WH MFG'D BY BARCO OR APPROVED EQUAL. CONTRACTOR TO INSTALL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS (TYP.)

PROPOSED TWO STEPS

PROPOSED ACCESS

LOCATION OF TREE AND 3'X5' TREE GATE (TYP.) SEE LANDSCAPE PLANS BY SOREN DENIORD (TYP.)

GRASS PAVER (TYP.) SHALL BE CHECKER BLOCK BY NICOLOCK # 1741 OR APPROVED EQUAL.

LOCATION OF TREE (TYP.). SEE LANDSCAPE PLANS BY SOREN DENIORD (TYP.)

Propane Tanks w/ Bollards

Gravel

Paved Parking

Existing Building

Existing Building (See Plan Ref. 15)

PERMIT PLAN
NOT FOR CONSTRUCTION

ISSUED FOR	BY
	DATE
CITY RESPONSE	WHS
	5/19/15

REVISION	REV.
	DATE

OFF-SITE PARKING PLAN

DRAWING NAME

EAST BAYSIDE LOFTS

PROJECT NAME

REDFERN BAYSIDE, LLC.
P.O. BOX 8816 PORTLAND, ME 04104

CLIENT

ACORN ENGINEERING, INC.

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. AUTHORIZED ONLY FOR USE BY THE PARTIES NAMED HEREIN AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

ACORN ENGINEERING, INC.
158 DANFORTH STREET, PORTLAND MAINE 04102
(207) 775-2655

FILE:	1053_CIVIL
DATE:	5-6-2015
JN:	1053
SCALE:	1:20
DESIGNED BY:	WHS
DRAWN BY:	MAC
CHECKED BY:	WHS

DRAWING NO.
SK-3

Att. U

Portland Water District

FROM SEBAGO LAKE TO CASCO BAY

May 20, 2015

Acorn Engineering, Inc.
158 Danforth Street
Portland, ME 04102

Attn: Michael Guethle, E.I.T.
Re: East Bayside Lofts, Portland
Plan Approval

Dear Mr. Guethle:

The Portland Water District has received the updated Utility Plan for the East Bayside Lofts project at Anderson Street in Portland. All previous District comments have been incorporated into the design and the plan has been approved for construction. Please provide any updated plans, should changes impacting the water infrastructure occur before construction.

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

Sincerely,
Portland Water District

Glissen Havu, E.I.
Design Engineer

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

EAST BAYSIDE LOFTS

89 ANDERSON STREET
PORTLAND, MAINE

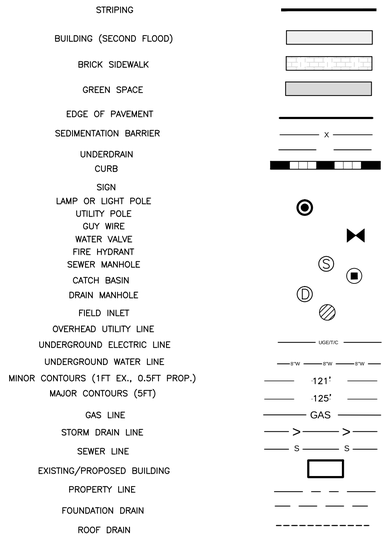
LEGEND:

EXISTING

REFER TO THE EXISTING CONDITIONS PLAN FOR ADDITIONAL INFORMATION



PROPOSED



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CALL BEFORE YOU DIG
1-888-DIG-SAFE
1-888-344-7233

UTILITIES

SEWER:

PUBLIC SERVICES ENGINEERING DEPARTMENT
55 PORTLAND STREET
PORTLAND, MAINE 04101
CONTACT: DAVID MARGOLIS-PINEO, P.E.
(207) 874-8850

WATER:

PORTLAND WATER DISTRICT
225 DOUGLAS STREET
PO BOX 3553
PORTLAND, MAINE 04104
ATTN: GORDON JOHNSON, P.E.
(207)-761-8310

ELECTRIC:

CENTRAL MAINE POWER COMPANY (CMP)
162 CANCO ROAD
PORTLAND, MAINE 04103
CONTACT: JAMIE COUGH
(207) 842-2367

TELEPHONE:

FAIRPOINT COMMUNICATIONS
45 FOREST AVE
PORTLAND MAINE 04101
CONTACT: JOHN CAPRIO
(207) 797-1842

CABLE:

TIME WARNER CABLE
118 JOHNSON ROAD
PORTLAND, MAINE, 04102
CONTACT: MARK PELLETIER
(877)546-0962

NATURAL GAS:

UNITIL SERVICE CORP
ATTN: KELLY FOWLER
1075 FOREST AVENUE
PORTLAND, ME 04103
(207) 541-2536

PROJECT TEAM

DEVELOPER:

REDFERN BAYSIDE LLC
PORTLAND, MAINE
CONTACT: JONATHAN CULLEY
(207) 776-9715

ARCHITECT:

RYAN SENATORE ARCHITECTURE
PORTLAND, MAINE
CONTACT: RYAN SENATORE
(207) 650-6414

SURVEYOR:

NADEAU LAND SURVEYS
PORTLAND, MAINE
CONTACT: JAMES NADEAU
(207) 878-7870

LANDSCAPE DESIGNER:

SOREN DENIORD DESIGN STUDIO
PORTLAND MAINE
CONTACT: SOREN DENIORD
(207) 400-2450

GEOTECHNICAL ENGINEER:

SUMMIT GEOENGINEERING SERVICES, INC.
LEWISTON, MAINE
CONTACT: BILL PETERLEIN
(207) 576-3313

STRUCTURAL ENGINEER:

STRUCTURAL INTEGRITY CONSULTING ENGINEERS, INC.
PORTLAND, MAINE
CONTACT: AARON JONES
(207) 774-4614

CONSTRUCTION MANAGEMENT CO.:

ALLIEDCOOK CONSTRUCTION
SCARBOROUGH, MAINE
CONTACT: MATTHEW COOK
207-772-2888

TRAFFIC ENGINEER:

TRAFFIC SOLUTIONS
PORTLAND, MAINE
CONTACT: BILL BRAY
(207) 774-3603

ABBREVIATIONS

PARTIAL LIST OF ABBREVIATIONS AND THEIR CORRESPONDING MEANING. PLEASE CONTACT THE ENGINEER FOR ANY CLARIFICATION

APPROX.	APPROXIMATE
BC	BOTTOM OF CURB
BMP	BEST MANAGEMENT PRACTICE
BOT.	BOTTOM
CB	CATCH BASIN
CF	CUBIC FOOT
CIP	CAST IN PLACE
CM	CONSTRUCTION MANAGER
CONC.	CONCRETE
CUBIC YARD	CY
DIA.	DIAMETER
DIM.	DIMENSION
EA.	EACH
ELEC.	ELECTRICAL
ELEV.	ELEVATION
EQUIV.	EQUIVALENT
EST.	ESTIMATE
EX.	EXISTING
FFE	FINISH FLOOR ELEVATION
FT.	FEET
GAL.	GALVANIZED
ID	INNER DIAMETER
IN.	INCH
INV.	INVERT
L	LENGTH
MAX.	MAXIMUM
MDOT	MAINE DEPARTMENT OF TRANSPORTATION
MFG.	MANUFACTURED
MH	MANHOLE
MIN.	MINIMUM
OD	OUTSIDE DIAMETER
OHE/T/C	OVERHEAD ELECTRIC/TELEPHONE/CABLE
PC	PRECAST
PE	PROFESSIONAL ENGINEER
PL	PROPERTY LINE
PLS	PROFESSIONAL LAND SURVEYOR
PROP.	PROPOSED
PSI	POUNDS PER SQUARE INCH
PVC	POLYVINYL CHLORIDE
R	RADIUS
RD	ROOF DRAIN
RET.	RETAINING
ROW	RIGHT OF WAY
S	SLOPE
SD	STORM DRAIN
SDR	STANDARD DIMENSION RATIO
SF	SQUARE FEET
SMH	SEWER MANHOLE
SPEC.	SPECIFICATION
TC	TOP OF CURB
TW	TOP OF WALL
TYP.	TYPICAL
UD	UNDERDRAIN

PERMIT PLAN
NOT FOR
CONSTRUCTION

ISSUED FOR	BY / DATE
PRELIMINARY SUB	WHS 7/14/15
UTILITY STUB	WHS 9/14/15
COMMENT RESPONSE	WHS 9/18/15

REVISION	REV. / DATE

DRAWING NAME: SITE DETAILS
PROJECT NAME: EAST BAYSIDE LOFTS
CLIENT: REDFERN BAYSIDE, LLC.
P.O. BOX 8816 PORTLAND, ME 04104

ACORN ENGINEERING, INC.
THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. AND ANY UNAUTHORIZED USE OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

ACORN ENGINEERING, INC.
158 DANFORTH STREET PORTLAND, MAINE 04102
(207) 775-2855

FILE:	1053_DETAILS
DATE:	12/5/2014
JN:	1053
SCALE:	NTS
DESIGNED BY:	WHS
DRAWN BY:	MAC
CHECKED BY:	WHS

STATE OF MAINE
WILLIAM H. SAVAGE
No. 11419
4-14-15
LICENSED PROFESSIONAL ENGINEER

DRAWING NO.
C-01

Plan 2

GENERAL NOTES:

1. THE CONTRACTOR SHALL CALL THE APPROPRIATE UTILITY COMPANIES AND DIG SAFE AT LEAST 4 DAYS PRIOR TO ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION FOR UTILITIES. OTHERWISE IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF UNDERGROUND UTILITIES AND LOCATE ANY POTENTIAL CONFLICTS WITH THE APPROVED PLANS PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF ALL EROSION CONTROL MEASURES SHOWN ON THE PLAN. IF DEEMED NECESSARY BY THE OWNER OR OWNER'S REPRESENTATIVE, ADDITIONAL EROSION CONTROL MEASURES SHALL BE INSTALLED AT NO ADDITIONAL COST TO THE OWNER.
3. THE CONTRACTOR SHALL PREPARE THEIR OWN MATERIAL SCHEDULE BASED ON THE PLANS AND FIELD VERIFICATION BY THE CONTRACTOR. ALL MATERIAL SCHEDULES SHOWN WITHIN THE PLAN SET ARE FOR GENERAL INFORMATION ONLY.
4. ALL CONSTRUCTION METHODS, TESTING AND MATERIALS SHALL CONFORM TO THE MAINE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS, THE CITY OF PORTLAND AND SERVICING UTILITY REQUIREMENTS, IF ANY. IN CASES WHERE THESE CONFLICT THE MOST STRINGENT SPECIFICATION SHALL APPLY AT NO ADDITIONAL COST TO THE OWNER.
5. THE SITE CONTRACTOR SHALL MAINTAIN A SET OF DRAWINGS WHICH SHALL RECORD THE ACTUAL LOCATION, DIMENSIONS, ELEVATIONS, MATERIALS OF THEIR WORK, INDICATING THEREON ALL VARIATIONS FROM THE CONTRACT DRAWINGS. THE CONTRACTOR SHALL PROVIDE THE OWNER WITH ONE COMPLETE SET OF REPRODUCIBLE RECORD DRAWINGS STAMPED "AS–BUILT".
6. THE CONTRACTOR WILL REMAIN SOLELY AND COMPLETELY RESPONSIBLE FOR ENFORCEMENT OF AND COMPLIANCE WITH 1) ALL CONTRACT PLANS AND SPECIFICATIONS, 2) APPLICABLE INTERNATIONAL BUILDING CODE REQUIREMENTS, AND 3) ALL SITE WORKING CONDITIONS AND SAFETY REQUIREMENTS, DAY AND NIGHT, FOR BOTH PERSONS AND PROPERTY, IN EACH CASE BOTH BY THE CONTRACTOR AND ITS SUBCONTRACTORS. THESE INCLUDE ALL OSHA, NIOSH, U.S. EPA AND ANY OTHER APPLICABLE GOVERNMENTAL REGULATIONS.
7. EXISTING CONDITIONS, BOUNDARY SURVEY AND TOPOGRAPHIC FROM THE PLAN TITLED EXSTING CONDITIONS SURVEY BY NADEAU LAND SURVEYS FOR REDFERN PROPERTIES, DATED 10–24–14.
8. SUBSURFACE DATA HAVE BEEN OBTAINED BY SUMMIT GEOENGINEERING SERVICES, INC. AND SHALL BE INCLUDED IN THE CONTRACT DOCUMENTS.
9. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ACCESS TO THE SITE AND ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY MARKINGS, SIGNAGE AND INCIDENTALS TO MAINTAIN A SAFE VEHICLE AND PEDESTRIAN ACCESS THOUGH THE LIFE OF THE PROJECT. THE CONTRACTOR SHALL NOTIFY THE PORTLAND PUBLIC SAFETY DIVISION ROUTINELY REGARDING TEMPORARY IMPACTS OR CHANGES TO SITE ACCESS CONDITIONS.
10. CONSTRUCTION MANAGEMENT PLAN BY THE ALLIEDCOOK CONSTRUCTION CO. SHALL BE REFERRED TO FOR ANTICIPATED PROJECT SCHEDULE AND CLOSURES. TRAFFIC CONTROL SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
11. CONTRACTOR TO DETERMINE SOIL CLASSIFICATION INDEPENDENTLY FOR TRENCH, SHORING, AND OTHER SIMILAR CONSTRUCTION MEANS AND METHODS APPLICATIONS.

CIVIL SITE NOTES:

1. THE CONTRACTOR SHALL SUBMIT IN WRITING ANY REQUESTS TO MODIFY THE CONTRACT DOCUMENTS.
2. ALL SHOP AND ERECTION DRAWINGS SHALL BE CHECKED AND STAMPED BY THE GENERAL CONTRACTOR PRIOR TO SUBMISSION FOR ENGINEER'S REVIEW. ANY UNCHECKED OR NON–STAMPED SUBMITTALS WILL BE RETURNED WITHOUT REVIEW.
3. CONTRACTOR SHALL THOROUGHLY INSPECT AND SURVEY EXISTING STRUCTURES AND SITE TO VERIFY CONDITIONS THAT AFFECT THE WORK SHOWN ON THE DRAWINGS. CONTRACTOR TO NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO PROCEEDING.
4. DETAILS SHOWN APPLY TO ALL SIMILAR CONDITIONS UNLESS OTHERWISE INDICATED.
5. ALTHOUGH ALL DUE DILIGENCE HAS BEEN APPLIED TO MAKE THE DRAWINGS AS COMPLETE AS POSSIBLE, NOT ALL DETAILS ARE ILLUSTRATED, NOT IS EVERY EXCEPTION CONDITION ADDRESSED WITHIN THE CONTRACT DOCUMENTS.
6. ALL PROPRIETARY CONNECTIONS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
7. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR THE COORDINATION OF ALL WORK, INCLUDING DIMENSION AND LAYOUT VERIFICATION, MATERIALS COORDINATION, SHOP DRAWING REVIEW, AND THE WORK OF ANY SUBCONTRACTORS.
8. UNLESS OTHERWISE SPECIFICALLY INDICATED, THE DRAWINGS DO NOT DESCRIBE OR DIRECT MEANS OR METHODS OF CONSTRUCTION.
9. THE CONTRACTOR, IN THE PROPER SEQUENCE, SHALL PERFORM OR SUPERVISE ALL WORK NECESSARY TO ACHIEVE THE FINAL COMPLETED STRUCTURE, AND TO PROTECT THE STRUCTURE, WORKMEN, AND OTHERS DURING THE CONSTRUCTION. SUCH WORK SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING, SHORING FOR CONSTRUCTION EQUIPMENT, SHORING FOR EXCAVATION, FORMWORK, SCAFFOLDING, SAFETY DEVICES AND PROGRAMS OF ALL KINDS, SUPPORT AND BRACING FOR CRANES AND OTHER ERECTION EQUIPMENT.
10. DO NOT BACKFILL AGAINST RETAINING WALLS UNTIL SUPPORTING SLABS AND FLOOR FRAMING ARE IN PLACE AND SECURELY ANCHORED, UNLESS ADEQUATE BRACING IS PROVIDED.
11. TEMPORARY BRACING SHALL REMAIN IN PLACE UNTIL ALL FLOORS, WALLS, ROOFS AND OTHER SUPPORTING ELEMENTS ARE IN PLACE.
12. THE ENGINEER BEARS NO RESPONSIBILITY FOR THE ABOVE ITEMS, AND OBSERVATION VISITS TO THE SITE DO NOT IN ANY WAY INCLUDE INSPECTION OF THEM.

SPECIAL INSPECTION NOTES:

1. ALL SITE SOILS–RELATED WORK AND FOOTING EXCAVATIONS PRIOR TO PLACING FORMS, AS WELL AS SITE DRAINAGE, SHALL BE REVIEWED BY THE PROJECT GEOTECHNICAL ENGINEER.
2. NORMAL REVIEWS BY LOCAL BUILDING DEPARTMENT.
3. NOTIFY 48 HOURS PRIOR TO REQUIRED REVIEW.
4. REQUIRED SPECIAL INSPECTIONS PER I.B.C. SECTION 1705.6 BY AN APPROVED SPECIAL INSPECTOR RETAINED BY OWNER. CONTRACTOR TO COORDINATE SPECIAL INSPECTIONS.
5. SPECIAL INSPECTOR SHALL BE A QUALIFIED PERSON WHO SHALL DEMONSTRATE COMPETENCE, TO THE SATISFACTION OF THE BUILDING OFFICIAL, FOR INSPECTION OF THE PARTICULAR TYPE OF CONSTRUCTION OR OPERATION REQUIRING SPECIAL INSPECTION.
6. DUTIES AND RESPONSIBILITIES OF THE SPECIAL INSPECTOR SHALL BE TO OBSERVE AND/OR TEST THE WORK ASSIGNED AND OUTLINE ABOVE FOR CONFORMANCE WITH THE CONTRACT DOCUMENTS, ALL DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION.
7. THE SPECIAL INSPECTOR SHALL FURNISH REGULAR REPORTS TO THE BUILDING OFFICIAL, THE ARCHITECT AND ENGINEER OF RECORD, AND OTHER DESIGNATED PERSONS. PROGRESS REPORTS FOR CONTINUOUS INSPECTION SHALL BE FURNISHED WEEKLY. INDIVIDUAL REPORTS OF PERIODIC INSPECTIONS SHALL BE FURNISHED WITHIN ONE WEEK OF INSPECTION DATES. THE REPORTS SHALL NOTE UNCORRECTED DEFICIENCIES, AND NET CHANGES TO THE APPROVED CONSTRUCTION DOCUMENTS AUTHORIZED BY THE ENGINEER OF RECORD.
8. THE SPECIAL INSPECTOR SHALL SUBMIT A FINAL SIGNED REPORT WITHIN TEN DAYS OF THE FINAL INSPECTION STATING WHETHER THE WORK REQUIRING A SPECIAL INSPECTION WAS, TO THE BEST OF THE INSPECTOR'S KNOWLEDGE AND BELIEF, IN CONFORMANCE WITH THE APPROVED CONSTRUCTION DOCUMENTS AND THE APPLICABLE WORKMANSHIP PROVISIONS OF THE INTERNATIONAL BUILDING CODE. WORK NOT IN COMPLIANCE SHALL BE NOTED IN THE REPORT.
9. SPECIAL INSPECTION FIRM SHALL BE EMPLOYED BY REDFERN AND COORDINATED BY THE CONTRACTOR.

LAYOUT NOTES:

1. MONUMENTS DELINEATING PROPERTY LINES OR RIGHT OF WAYS SHALL NOT BE DISTURBED DURING CONSTRUCTION OPERATIONS. IN THE CASE A MONUMENT IS DISTURBED, AT THE CONTRACTOR'S EXPENSE, THE MONUMENT SHALL BE RESET TO THEIR ORIGINAL LOCATION BY A REGISTERED LAND SURVEYOR.
2. ALL DIMENSIONS ON THE FOLLOWING SHEETS TAKE PRECEDENT OVER SCALED DIMENSIONS. EACH DRAWING WITH A BAR SCALE MEANS THAT THE DRAWING/DETAIL HAS BEEN SCALED AS ACCURATELY AS POSSIBLE, AND THE BAR SCALE IS FOR GENERAL REFERENCE ONLY. IF NO BAR SCALE IS PRESENT, THEN THERE IS NO SCALE TO THAT DRAWING/DETAIL. AT NO TIME SHOULD DRAWINGS BE SCALED FROM. ANY DISCREPANCIES BETWEEN DRAWINGS, DETAILS, SPECIFICATIONS AND THE FIELD CONDITION SHALL BE IMMEDIATELY REPORTED TO THE CIVIL ENGINEER FOR FURTHER DIRECTIONS BEFORE ANY ADDITIONAL WORK PROCEEDS.
3. SIGNAGE, STRIPING AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
4. ALL TRAFFIC CONTROL SIGNS INDICATED ON THE SITE LAYOUT PLAN ARE TO MEET ALL REQUIREMENTS & CONDITIONS OF THE CITY OF PORTLAND, MAINE DEPARTMENT OF TRANSPORTATION AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
5. THE CONTRACTOR SHALL OBTAIN THE SERVICES OF A LICENSED PROFESSIONAL LAND SURVEYOR TO PROVIDE A MINIMUM OF TWO TEMPORARY BENCHMARKS WITHIN THE SITE.
6. CONTRACTOR TO ENSURE THAT DRIVEWAYS AND MAILBOXES ADJACENT TO THE PROJECT REMAIN FUNCTIONAL AND IN USE AT ALL TIMES.

PERMITTING NOTES

1. THIS PROJECT IS SUBJECT TO THE TERMS AND CONDITIONS OF SITE PLAN – LEVEL III AND SUBDIVISION PERMIT FROM THE CITY OF PORTLAND.
2. THE CONTRACTOR SHALL REVIEW THE ABOVE REFERENCED PERMITS PRIOR TO SUBMITTING A BID FOR THIS PROJECT, AND INCLUDE COSTS AS NECESSARY TO COMPLY WITH THE CONDITIONS OF THESE PERMITS.

GRADING AND DRAINAGE NOTES:

1. TOPSOIL STRIPPED FROM THE SITE THAT IS SUITABLE FOR REUSE AS LOAM SHALL BE STOCKPILED WITHIN THE PROPOSED LIMIT OF WORK AREA. THE CONTRACTOR SHALL NOT ASSUME THAT ANY LOAM WILL BE ACCEPTABLE FOR REUSE WITH THEIR ESTIMATE.
2. THE CONTRACTOR SHALL ANTICIPATE THAT GROUNDWATER WILL BE ENCOUNTERED DURING CONSTRUCTION AND SHALL INCLUDE SUFFICIENT COSTS WITHIN THEIR BID TO PROVIDE DEWATERING AS NECESSARY; NO SEPARATE PAYMENT SHALL BE MADE TO THE CONTRACTOR FOR DEWATERING. SEE BORING LOGS FOR ADDITIONAL INFORMATION.
3. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ANY EASEMENT OR TEMPORARY CONSTRUCTION RIGHTS AS NECESSARY BY PRIVATE ADJACENT LAND OWNERS. THE CONTRACTOR SHALL NOT DISTURB ANY SOIL BEYOND THE PROPERTY LINE WITHOUT NOTIFYING AND OBTAINING SUCH EASEMENT OR TEMPORARY CONSTRUCTION RIGHT FROM THE OWNER. PRIOR TO THE CONTRACTOR PRICING THE WORK THE CONTRACTOR SHALL REQUEST PROOF OF SUCH EASEMENT OR TEMPORARY RIGHTS. SHOULD EASEMENTS OR TEMPORARY RIGHTS NOT BE AVAILABLE THE CONTRACTOR SHALL INCLUDE COST FOR BRACING AND SHORING AS NECESSARY.
4. THE CONTRACTOR SHALL PROVIDE A FINISH PAVEMENT SURFACE FREE OF LOW SPOTS AND PONDING AREAS. THE MINIMUM SLOPE SHALL MEET OR EXCEED 0.5% IN ALL CASES. ALL SLOPES SHALL BE AWAY FROM BUILDINGS AND TOP OF PAVEMENT SHALL BE AT OR BELOW EXISTING FINISH FLOOR ELEVATIONS.
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST GEOTECHNICAL REPORT PREPARED BY THE PROJECT GEOTECHNICAL ENGINEER.
6. NO ADDITIONAL PAYMENT FOR UNSUITABLE MATERIALS.
7. ALL STORM DRAIN PIPE SHALL BE SMOOTH BORE INTERIOR PROVIDING A MANNINGS ROUGHNESS COEFFICIENT OF N=0.012 OR LESS.
8. A POST CONSTRUCTION – STORMWATER INSPECTION & MAINTENANCE PLAN IS FILED WITH THE CITY OF PORTLAND.
9. ADJUST ALL MANHOLES, CATCH BASINS, CURB BOXES, ETC. WITHIN LIMITS OF WORK TO FINISH GRADE.
10. NATIVE SOILS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LIMIT THE DISTURBANCE TO SUBGRADE SOILS. SHOULD THE SUBGRADE BECOME YIELDING OR DIFFICULT TO WORK, DISTURBED AREAS SHALL BE EXCAVATED AND BACKFILLED WITH COMPACTED SELECT FILL OR CRUSHED STONE AT NO ADDITIONAL EXPENSE TO THE OWNER. ALL SUBGRADE PREPARATION IS SUBJECT TO THE RECOMMENDATIONS OF THE PROJECT GEOTECHNICAL ENGINEER.

EROSION CONTROL NOTES:

1. ALL ROUTINE MAINTENANCE ACTIVITIES SHALL BE CONDUCTED IN SUCH A WAY TO LIMIT THE AMOUNT OF DISTURBED AREA AT ONE TIME TO THE EXTENT PRACTICABLE.
2. PRIOR TO THE START OF ANY CLEARING/LAND DISTURBING ACTIVITIES, THE CONTRACTOR SHALL INSTALL APPLICABLE EROSION CONTROL DEVICES SUCH AS PERIMETER SILT FENCE, AND OTHER APPLICABLE MEASURES. IN THE EVENT THE CONTRACTOR IS NOT SURE A EROSION CONTROL MEASURE SHOULD BE IMPLEMENTED, THE CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD TO CONFIRM IMPLEMENTATION OF ANY EROSION CONTROL DEVICES.
3. ALL GROUND AREAS GRADED FOR CONSTRUCTION SHALL BE GRADED, LOAMED, SEEDED AND MULCH SHALL BE APPLIED AS SOON AS POSSIBLE WITHIN 7 DAYS FOLLOWING THE COMPLETION OF ANY SOIL DISTURBANCE, AND PRIOR TO ANY STORM EVENT.
4. EROSION AND SEDIMENTATION CONTROL MEASURES SHALL SHALL BE INSTALLED TO THE SATISFACTION OF THE CITY. THE CONTRACTOR SHALL REFERENCE THE APPROVED EROSION AND SEDIMENTATION CONTROL REPORT FOR TEMPORARY AND PERMANENT EROSION AND SEDIMENTATION CONTROL DEVICES IN ADDITION TO THE PLAN SET. THE CONTRACTOR SHALL ALSO REFER TO THE MAINE D.E.P.'S PERMIT CONDITIONS, FINDINGS OF FACT AND ORDER (IF ANY), AND THE CURRENT MAINE EROSION AND SEDIMENT CONTROL BMP MANUAL FOR ADDITIONAL INFORMATION.
5. PRIOR TO PAVING, THE CONTRACTOR SHALL REMOVE ALL SEDIMENT FROM STORM DRAINS, CATCH BASINS, AND APPURTENANCES.
6. REFER TO THE EROSION CONTROL DETAILS & NOTES FOR ADDITIONAL INFORMATION.

UTILITY NOTES:

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND ELEVATION OF THE EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED UPON RECORDS OF VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE MEASUREMENTS TAKEN IN THE FIELD. THIS INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO TEST PIT TO DETERMINE THE EXACT LOCATION AND ELEVATION OF UTILITIES TO COORDINATE WITH THE PROPOSED CONNECTIONS OR CROSSING. ANY DISCREPANCIES SHALL BE IMMEDIATELY REPORTED TO THE CIVIL ENGINEER FOR FURTHER DIRECTIONS BEFORE ANY ADDITIONAL WORK PROCEEDS.
2. CONTRACTOR TO BYPASS EXISTING SEWER FLOW CONTROL AT CONNECTION TO EXISTING SYSTEM AT NO ADDITIONAL COST.
3. CONTRACTOR SHALL, AT NO ADDITIONAL COST TO THE OWNER, CONDUCT EXPLORATORY EXCAVATIONS AT LOCATIONS WHERE PROPOSED EXCAVATION WILL INTERSECT WITH EXISTING UTILITIES.
4. ALL NEW SANITARY MANHOLES SHALL BE VACUUM TESTED BEFORE BACKFILLING. TESTING SHALL BE COMPLETED IN ACCORDANCE WITH TECHNICAL REPORT #16 (TR–16): GUIDES FOR THE DESIGN OF WASTEWATER TREATMENT WORKS, PREPARED BY THE NEW ENGLAND INTERSTATE WATER POLLUTION CONTROL COMMISSION.
5. SEWER MANHOLES SHALL BE 4' ID UNLESS OTHERWISE STATED ON THE PLANS.
6. CONTRACTOR TO PROVIDE 5' OF COVER FROM TOP OF PIPE TO FINISH GRADE FOR WATER MAINS.
7. THRUST BLOCKS SHALL BE USED FOR THRUST RESTRAIN ON WATER MAINS. LIMITS FOR THRUST BLOCKS ARE SHOWN ON SHEET C–42.
8. WATER INFRASTRUCTURE SHALL BE TESTED IN ACCORDANCE WITH THE PORTLAND WATER DISTRICT DOCUMENT "WATER AND SEWER CONSTRUCTION SPECIFICATIONS AND PROCEDURES", MOST RECENT REVISION.
9. ALL REQUIRED FITTINGS FOR THE WATER MAIN ARE NOT SHOWN ON DRAWINGS. CONTRACTOR SHALL FURNISH AND INSTALL ALL NECESSARY FITTINGS REQUIRED TO CONSTRUCT THE WATER MAIN IN ACCORDANCE WITH CITY OF PORTLAND, STATE OF MAINE, AND AMERICAN WATER WORKS ASSOCIATION STANDARDS AND REGULATIONS.
10. CONTRACTOR SHALL COORDINATE WORK REGARDING ANY WATER MAIN CONNECTION AND WATER MAIN SHUTDOWN WITH THE PORTLAND WATER DISTRICT AT LEAST SEVEN (7) DAYS PRIOR TO CONSTRUCTION.
11. ALL WATER PIPE INSTALLATION SHALL CONFORM WITH THE PORTLAND WATER DISTRICT SPECIFICATIONS AND PROCEDURES, MOST RECENT EDITION.
12. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
13. SEWER, GAS, TELEPHONE, ELECTRICITY, CABLE, WATER AND ANY OTHER UTILITY CONNECTIONS SHALL BE REVIEWED BY PLUMBING, ELECTRICAL, AND MECHANICAL DESIGNER FOR CONSISTENCY WITH THEIR PLANS PRIOR TO CONSTRUCTION.
14. COORDINATE EXIT POINT FOR SECONDARY SERVICE WITH THE ARCHITECT/ELECTRICAL ENGINEER. SECONDARY LINE LOCATIONS NOT PROVIDED BY ACORN ENGINEERING WITHIN THE UTILITY PLAN.
15. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL THE NECESSARY PERMITS FOR THE INSTALLATION OF THE UTILITIES AND STORMDRAINS WITHIN THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL SUBMIT A MAINTENANCE OF TRAFFIC PLAN TO THE CITY IN ACCORDANCE WITH THE CITY OF PORTLAND TECHNICAL MANUAL PRIOR TO ANY WORK.
16. THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL BOXES, FITTINGS, CONNECTORS, COVER PLATES AND OTHER MISCELLANEOUS ITEMS NOT NECESSARILY DETAILED ON THE DRAWINGS TO RENDER INSTALLATION OF UTILITIES COMPLETE AND OPERATIONAL AT NO EXTRA EXPENSE TO THE OWNER.

DEMOLITION NOTES:

1. THE EXISTING ASPHALT SHOULD BE STRIPPED AND EITHER PROCESSED ONSITE, REMOVED FROM THE SITE OR DISPOSED OF ONSITE.
2. REFER TO THE BORING LOGS OBTAINED BY SUMMIT GEOENGINEERING SERVICES FOR REDFERN PROPERTIES, LLC. FOR ADDITIONAL INFORMATION.
3. ALL DISPOSAL OF DEMOLITION DEBRIS OR WASTE SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE, & FEDERAL REGULATIONS. CONTRACTORS SHALL PROVIDE OWNER WITH APPROPRIATE "BILLS OF LADING" DEMONSTRATING PROPER DISPOSAL OF ALL MATERIALS.
4. SITE DEMOLITION SHALL NOT OCCUR UNTIL PROPER ABATEMENT PROCEDURES HAVE OCCURRED. ABATEMENT, IF NECESSARY SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

PERMIT PLAN
NOT FOR
CONSTRUCTION

ISSUED FOR	BY / DATE
PRELIMINARY SUB	WHS 1/14/15
UTILITY STUB	WHS 4/14/15
COMMENT RESPONSE	WHS 4/16/15

REVISION	REV. / DATE

DRAWING NAME: NOTES SHEET

PROJECT NAME: EAST BAYSIDE LOFTS

CLIENT: REDFERN BAYSIDE, LLC.
P.O. BOX 8816 PORTLAND, ME 04104

ACORN ENGINEERING, INC.
ACORN ENGINEERING, INC.
158 DANFORTH STREET, PORTLAND MAINE 04102
(207) 775–2655

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

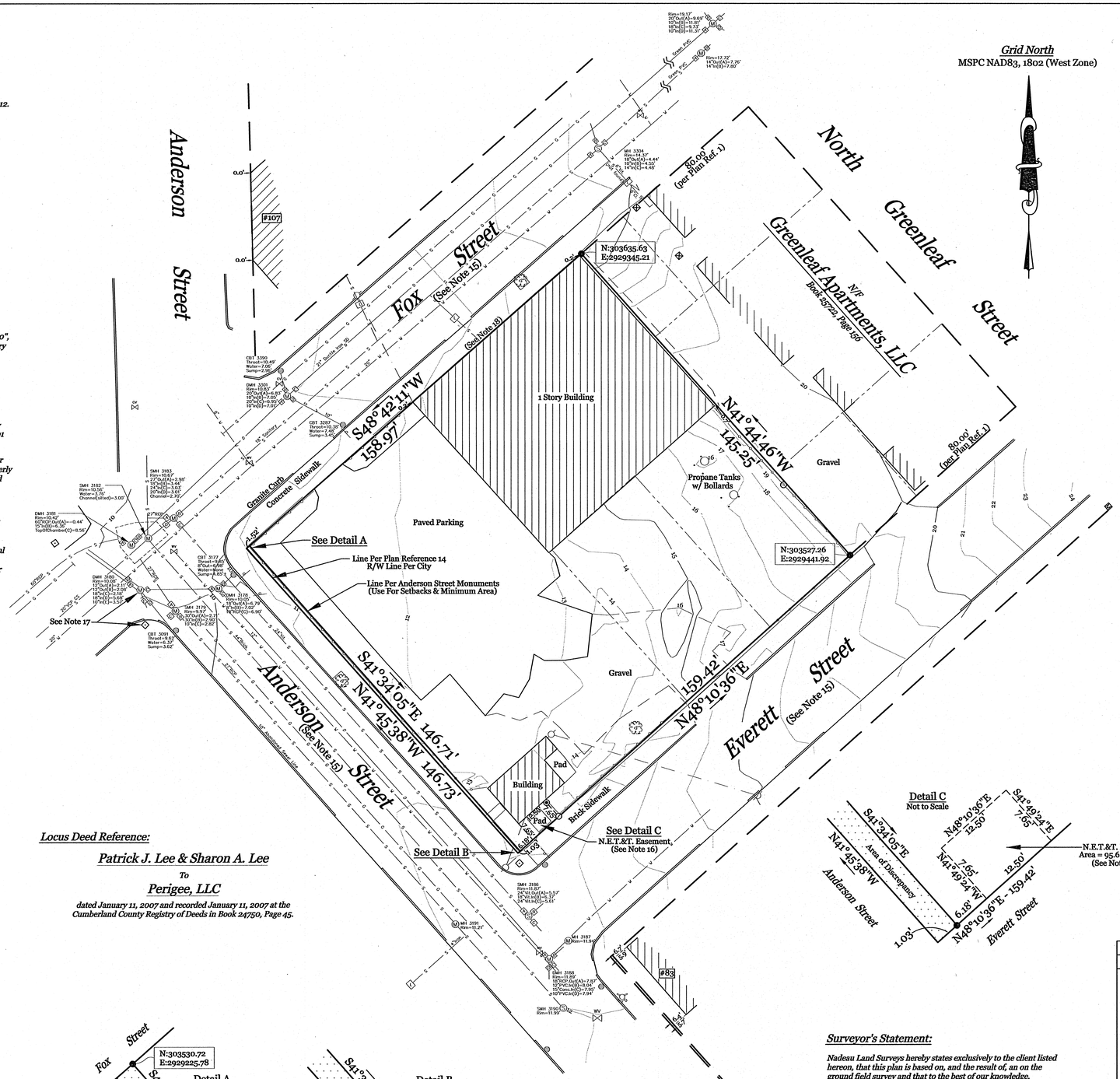
FILE:	1053_DETAILS
DATE:	12/5/2014
JN:	1053
SCALE:	NTS
DESIGNED BY:	WHS
DRAWN BY:	MAG
CHECKED BY:	WHS

STATE OF MAINE
WILLIAM H. SAVAGE
No. 11419
4-14-15
LICENSED
PROFESSIONAL ENGINEER

DRAWING NO.
C-02

Plan References:

1. *Untitled Plan Of A Portion Of Oxnard Pasture by A.P. Marshall, recorded June 29, 1857 in CCRD Plan Book 1, Page 38.*
2. *City Of Portland Revaluation Plans, dated 1882 by Wm. A. Goodwin, City Engineer, Sheet 12, recorded October 24, 1884 in CCRD Plan Book 5, Page 12.*
3. *"Plan Of City Stable Lot, Fox Street", dated July 1902, City Plan 108/1.*
4. *"Plan Of Streets In Oxnard Pasture", dated June 12, 1857 by Chas. H. Howe, City Civil Engineer, City Plan 369/7.*
5. *"City Of Portland, Maine Department Of Public Works, Anderson Street, Lancaster St. To Fox St.", dated March 28, 1928 by Edward M. Hunt, City Engineer, City Plan 239/4.*
6. *"City Of Portland, Me. Department Of Public Works, Fox Street, Franklin St. To Washington Ave.", City Plan 239/6.*
7. *"City Of Portland, Maine Department Of Public Works, Anderson Street, Fox St. To Tukey St.", dated December 6, 1940 by Edward M. Hunt, City Engineer, City Plan 598/4.*
8. *"City Of Portland, Maine Department Of Public Works, Fox Street", dated February 17, 1942, City Plan 557/13.*
9. *"Standard Boundary Survey, Plan Of Property, 49-59 Fox Street, Portland, Maine Made For Patrick Lee", dated November 3, 1987 by R.P. Titcomb Associates, Inc. Land Surveyors / Engineers, Falmouth, Maine, recorded November 20, 1987 in CCRD Plan Book 167, Page 13.*
10. *"City Of Portland, Maine Parks And Public Works Department Engineering Division, Fox Street Reconstruction Plan & Profile Sta. 10+00 To Sta. 14+00", dated August 28, 1990 by R. Bruce Ringrose, City Engineer, As Built January 1992, Sheet 2 of 20, City Plan 942/7.*
11. *"City Of Portland, Maine Parks And Public Works Department Engineering Division, Anderson Street Reconstruction Plan & Profile Sta. 0+00 To Sta. 3+50", dated November 27, 1991 by W.H. Boothby, City Engineer, As Built October 13, 1994, Sheet 2 of 29, City Plan 926/11.*
12. *"Standard Boundary Survey, Proposed Easement Located On Property Of: Patrick J. Lee & Sharon A. Lee, Anderson Street, Portland, Maine", for New England Telephone & Telegraph, dated August 1991, revised August 13, 1991 by OEST Associates, Inc.*
13. *"Plan Depicting The Results Of An ALTA/ACSM Land Title Survey Made For Bartlett Island, LLC, Northeasterly Sideline Of Diamond Street, Northwesterly Sideline Of Fox Street, & Westerly Sideline Of Anderson Street, 11 Diamond Street, Portland, Maine", dated March 7, 2013 by Nadeau Land Surveys, Portland, Maine.*
14. *"City Of Portland, Maine Public Services Department Engineering Division Anderson St./Fox St./Gould St./Plowman St. Street Line Retracement And Existing Monumentation Plan", dated April 1, 2014.*
15. *"Plan Of Property In Portland, Maine Made For Bayside Park Urban Renewal Project Me. R-1 Condemnation Area III Sections A,B,C,D,E,F,& G, Parts 1,2,3,& 4 Page 1 Of 2 Pages", dated September 13, 1962, recorded December 3, 1962 in CCRD Plan Book 61, Page 64.*
16. *"City Of Portland, Maine Public Services Department Engineering Division Anderson St./Fox St./Gould St. Existing Conditions, Plan Of Existing Site Conditions #148 Anderson St. To #90 Anderson St.", dated April 1, 2014.*



Location Map: Not To Scale

Electronic Stamp

General Notes:

1. *This plan is not intended to depict limits or extent of fee title ownership. An opinion of title should be rendered by a title attorney.*
2. *This office reserves the right to be held harmless by all 3rd party claims.*
3. *This survey does not purport to reflect any of the following:*
   a. *easements other than those that are visible or specifically stated in the referenced documents.*
   b. *building setback compliance or restrictive covenants.*
   c. *zoning or other land use regulations.*
   d. *the location of any underground utilities or structures.*
4. *This office reserves the right to be held harmless for unknown or unobtainable private records which could affect the results of this survey.*
5. *Reference is made to "Letter Of Agreement" dated May 16, 2014 between Nadeau Land Surveys and the below listed client(s), which shall be considered an integral part of this survey.*
6. *N/F is an abbreviation for Now or Formerly.*
7. *All deeds referenced on this plan are recorded at the Cumberland County Registry of Deeds (CCRD).*
8. *This office does not accept any liability for errors in the Plan References listed hereon, except Plan Reference 13.*
9. *Locus Parcel is shown on the City of Portland Assessor's Map 12, Block I, as Lots 1 and 5, and is listed as 89 Anderson Street, and 29 Everett Street.*
10. *Area of Locus Parcel, including easement, is 23,239.1 square feet (0.53 acre) to monumented line of Anderson Street; 23,425.7 square feet (0.54 acre) to the R/W line of Anderson Street per Plan Reference 14.*
11. *The apparent right of way lines depicted on this plan are based on the Plan References listed hereon, monumentation found in the field, and City Engineering Street Notes.*
12. *The Locus Parcel does not scale in a Special Flood Hazard Area per FEMA Flood Insurance Rate Map Community-Panel Number 230051 0013B, index dated December 8, 1998. The parcel scales in Zone C.*
13. *All building corner offsets to boundary lines are from brick building corners.*
14. *Call 1-888-DIGSAFE at least three business days before performing ANY excavation.*
15. *Per City of Portland Records 14-371, dated October 1, 1866, the name of Fremont Street was changed to Anderson Street, and was accepted June 19, 1857 as fifty (50) feet wide per City of Portland Records 10-152. Fox Street was accepted November 20, 1851 as fifty (50) feet wide per City of Portland Records 8-31. Everett Street was accepted June 19, 1857 as fifty (50) feet wide per City of Portland Records 10-199.*
16. *See Easement Deed from Patrick J. and Sharon A. Lee to New England Telephone and Telegraph Company, dated September 6, 1991 and recorded in CCRD Book 9816, Page 171. (See Plan Reference 12)*
17. *Horizontal and vertical datums are city datums based on Plan Reference 14. Monuments "MF 34" at southerly intersection of Anderson & Fox Streets and "MF 35" at westerly intersection of Anderson & East Lancaster Streets held as common points with Plan Reference 14. "DMH 3180" held for elevation per Plan Reference 14.*
18. *Existing building appears to encroach the Fox Street right of way by 0.2' along its northwesterly face.*
19. *Underground utility lines, sizes, and inverts are based solely on Plan Reference 16 and have not been verified by this office, except for the three manholes depicted northerly of the Locus Parcel. See Note 8.*

Legend:

- Found Granite "M" Monument
- Found Granite 3' Offset Monument
- Found Steel Rebar w/Survey Cap #1245
- Found #5 Steel Rebar
- Found Iron Pipe
- #5 Steel Rebar w/Survey Cap #2124 To Be Set
- Catch Basin
- Sanitary Manhole
- Manhole
- Fire Hydrant
- Utility Pole w/Guy Wire
- Water Shutoff
- Water Valve
- 6" Bollard
- Deciduous Tree
- Chainlink Fence
- Approximate Interior Lot Line
- Edge Of Easement
- Overhead Utility Lines
- Edge Of Gravel
- Edge Of Pavement
- Granite Post
- Underground Water Line
- Underground Gas Line
- Underground Sewer Line
- Underground Drain Line
- Underground Sewer Lateral

N:303530.72
E:2929225.78 — Maine State Plane Coordinates

Graphic Scale:

0' 10' 20' 30' 40' 60' 80' 100'

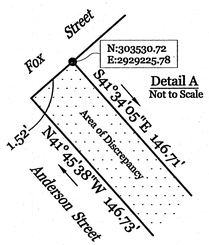
Locus Deed Reference:

Patrick J. Lee & Sharon A. Lee

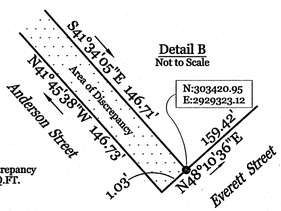
To

Perigee, LLC

dated January 11, 2007 and recorded January 11, 2007 at the Cumberland County Registry of Deeds in Book 24750, Page 45.



Area Of Discrepancy
186.6 SQ.FT.



Surveyor's Statement:

Nadeau Land Surveys hereby states exclusively to the client listed hereon, that this plan is based on, and the result of, an on the ground field survey and that to the best of our knowledge, information, and belief, it conforms to the Maine Board of Licensure For Professional Land Surveyors Standards of Practice.

This plan is not valid without the signature and embossed seal of the below listed Professional Land Surveyor who prepared this plan as it may contain unauthorized alterations unknown to this office.

STATE OF MAINE
JAMES D. NADEAU
2124
PROFESSIONAL LAND SURVEYOR

Nadeau Land Surveys

James D. Nadeau, P.L.S. #2124 (agent) — *Date:* 3-30-15

3-30-15

Rev. 3/30/2015: Note 19 & Legend, Add bldg.'s for setback calc.'s, Add coord.'s, Add 2 manholes/inverts n'ly of site, MH 3304 inverts

Rev. 9/9/2014: Name, Add underground utility lines, sizes and inverts, Add Note 19 and Plan Reference 16, Vicinity map, Add to Legend

Plan Depicting The Results Of A Boundary, Topographic & Existing Conditions Survey Made For

Redfern Properties, LLC

Southeasterly Sideline Of Fox Street, Northeasterly Sideline Of Anderson Street, & Northwesterly Sideline Of Everett Street

Portland, Maine

PREPARED BY:

Nadeau Land Surveys

918 BRIGHTON AVENUE
PORTLAND, ME 04102

Professional Land Surveyors
Certified Floodplain Managers

PH. (207) 878-7870
FAX (207) 878-7871

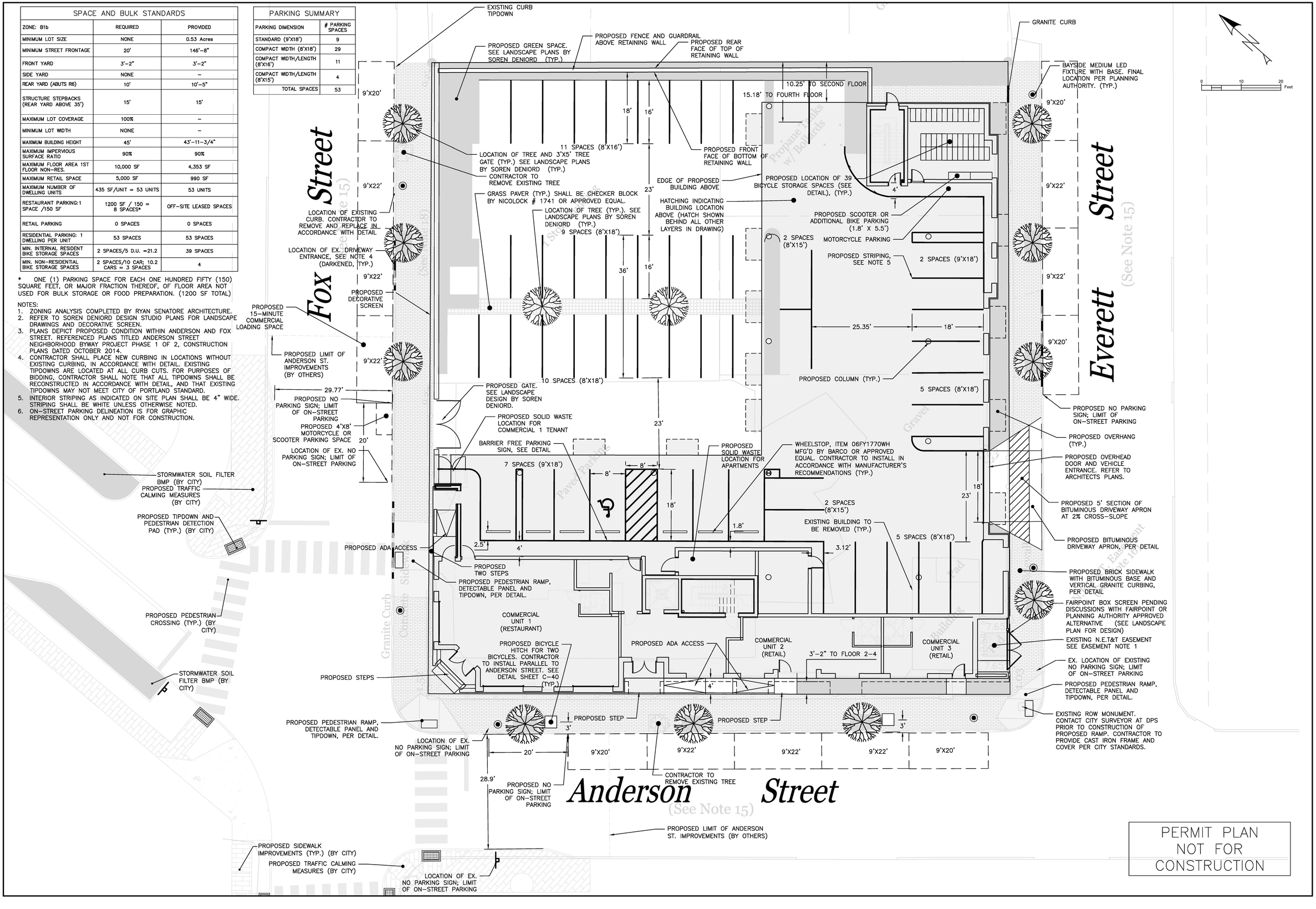
RECORD OWNER: Perigee, LLC, 120 Sheridan Street, Portland, Maine 04101	*DRAWN BY:* TPB	*PLAN DATE:*	7/21/2014
	CHECKED BY: JDN/MLC	*SURVEY DATE:*	June 2014
	INSTR. Topcon GPT-3003W & Topcon Hyper II GPS	*SCALE:*	1" = 20'
FIELD BOOK: FB 402 & Topcon Ranger	*JOB No:* 2141510BTR1	*SHEET No:*	1 of 1

SPACE AND BULK STANDARDS		
ZONE: B1b	REQUIRED	PROVIDED
MINIMUM LOT SIZE	NONE	0.53 Acres
MINIMUM STREET FRONTAGE	20'	146'–8"
FRONT YARD	3'–2"	3'–2"
SIDE YARD	NONE	–
REAR YARD (ABUTS R6)	10'	10'–5"
STRUCTURE STEPBACKS (REAR YARD ABOVE 35')	15'	15'
MAXIMUM LOT COVERAGE	100%	–
MINIMUM LOT WIDTH	NONE	–
MAXIMUM BUILDING HEIGHT	45'	43'–11–3/4"
MAXIMUM IMPERVIOUS SURFACE RATIO	90%	90%
MAXIMUM FLOOR AREA 1ST FLOOR NON–RES.	10,000 SF	4,353 SF
MAXIMUM RETAIL SPACE	5,000 SF	990 SF
MAXIMUM NUMBER OF DWELLING UNITS	435 SF/UNIT = 53 UNITS	53 UNITS
RESTAURANT PARKING:1 SPACE /150 SF	1200 SF / 150 = 8 SPACES*	OFF–SITE LEASED SPACES
RETAIL PARKING	0 SPACES	0 SPACES
RESIDENTIAL PARKING: 1 DWELLING PER UNIT	53 SPACES	53 SPACES
MIN. INTERNAL RESIDENT BIKE STORAGE SPACES	2 SPACES/5 D.U. =21.2	39 SPACES
MIN. NON–RESIDENTIAL BIKE STORAGE SPACES	2 SPACES/10 CAR; 10.2 CARS = 3 SPACES	4

* ONE (1) PARKING SPACE FOR EACH ONE HUNDRED FIFTY (150) SQUARE FEET, OR MAJOR FRACTION THEREOF, OF FLOOR AREA NOT USED FOR BULK STORAGE OR FOOD PREPARATION. (1200 SF TOTAL)

PARKING SUMMARY	
PARKING DIMENSION	# PARKING SPACES
STANDARD (9'X18')	9
COMPACT WIDTH (8'X18')	29
COMPACT WIDTH/LENGTH (8'X16')	11
COMPACT WIDTH/LENGTH (8'X15')	4
TOTAL SPACES	53

NOTES:
1. ZONING ANALYSIS COMPLETED BY RYAN SENATORE ARCHITECTURE.
2. REFER TO SOREN DENIORD DESIGN STUDIO PLANS FOR LANDSCAPE DRAWINGS AND DECORATIVE SCREEN.
3. PLANS DEPICT PROPOSED CONDITION WITHIN ANDERSON AND FOX STREET. REFERENCED PLANS TITLED ANDERSON STREET NEIGHBORHOOD BYWAY PROJECT PHASE 1 OF 2, CONSTRUCTION PLANS DATED OCTOBER 2014.
4. CONTRACTOR SHALL PLACE NEW CURBING IN LOCATIONS WITHOUT EXISTING CURBING, IN ACCORDANCE WITH DETAIL. EXISTING TIPDOWNS ARE LOCATED AT ALL CURB CUTS. FOR PURPOSES OF BIDDING, CONTRACTOR SHALL NOTE THAT ALL TIPDOWNS SHALL BE RECONSTRUCTED IN ACCORDANCE WITH DETAIL, AND THAT EXISTING TIPDOWNS MAY NOT MEET CITY OF PORTLAND STANDARD.
5. INTERIOR STRIPING AS INDICATED ON SITE PLAN SHALL BE 4" WIDE. STRIPING SHALL BE WHITE UNLESS OTHERWISE NOTED.
6. ON–STREET PARKING DELINEATION IS FOR GRAPHIC REPRESENTATION ONLY AND NOT FOR CONSTRUCTION.



ISSUED FOR	BY DATE
PB HEARING	WHS 10/28/14
PRE–APP MTG.	WHS 1/6/15
PRELIMINARY SUB	WHS 1/14/15
COMMENT RESPONSE	WHS 5/18/15
CITY RESPONSE	WHS 5/19/15
REVISION	REV. DATE

SITE PLAN

EAST BAYSIDE LOFTS

REDFERN BAYSIDE, LLC.
P.O. BOX 8816 PORTLAND, ME 04104

DRAWING NAME: PROJECT NAME: CLIENT:

ACORN ENGINEERING, INC.

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY MODIFICATIONS MADE TO THIS PLAN BY ANYONE OTHER THAN ACORN ENGINEERING, INC. WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

ACORN ENGINEERING, INC.
158 DANFORTH STREET, PORTLAND MAINE 04102
(207) 775–2655

FILE:	1053_CIVIL_10–24–14
DATE:	10–28–2014
JN:	1053
SCALE:	1:10
DESIGNED BY:	WHS
DRAWN BY:	MAG
CHECKED BY:	WHS

STATE OF MAINE
WILLIAM H. SAVAGE
No. 11419
4-14-15
LICENSED PROFESSIONAL ENGINEER

PERMIT PLAN
NOT FOR CONSTRUCTION

DRAWING NO.
C-10

GENERAL NOTES:

1. STORMWATER DRAINAGE INFRASTRUCTURE INDICATED ON SHEET C-30.
2. LOCATION OF PROPOSED CONNECTIONS WITHIN ROAD CORRIDORS DETERMINED FROM SLOPE OF PIPE BETWEEN KNOWN INVERT LOCATIONS. CONTRACTOR TO CONTACT ENGINEER IF FIELD INFORMATION VARIES FROM INFORMATION ON PLANS.
3. CONTRACTOR IS TO BE CAUTIONED THAT CERTAIN LOCATIONS AND/OR ELEVATIONS OF EXISTING UTILITIES HAVE BEEN PROVIDED THROUGH UTILITY COORDINATION OR OTHER OBSERVATIONS. INFORMATION IS NOT TO BE RELIED UPON AS EXACT OR COMPLETE. CONTRACTOR TO FIELD VERIFY AND COORDINATE WITH UTILITY COMPANY AND DIG SAFE NO LESS THAN 72 HOURS PRIOR TO ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF ALL UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS INDICATED IN THE CONTRACT DOCUMENTS. CONTRACTOR TO NOTIFY ENGINEER OF ANY DIFFERENTIATIONS FROM EXISTING CONDITIONS, INCLUDING UTILITY SURVEY, PRIOR TO ANY CHANGES.
4. FOR ALL UTILITIES, ACORN ENGINEERING DESIGN LIMITS EXTEND TO OUTSIDE WALL OF BUILDING. METERING OF UTILITIES TO BE COMPLETED BY M.E.P. UNLESS SPECIFIED OTHERWISE.
5. SEWER: SEWER UTILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH CITY OF PORTLAND TECHNICAL STANDARDS. WASTE FROM KITCHEN OF COMMERCIAL UNIT ONE SHALL CONVEY WASTE TO GREASE TRAP. CONNECTION TO EXISTING SYSTEM APPROXIMATED USING SLOPE BETWEEN UP- AND DOWN-GRADIENT MANHOLES. M.E.P. TO PLACE VALVE FOR BACKFLOW PREVENTION INSIDE OF BUILDING FOR EACH SEWER CONNECTION. CONTACT ENGINEER IF FIELD CONDITIONS FROM INVERT VARY FROM DESIGN.
6. WATER UTILITIES: 4" AND 8" WATER PIPE SHALL BE DUCTILE IRON PIPE UNLESS OTHERWISE APPROVED. FINAL PIPE SIZING TO BE PROVIDED BY MEP ENGINEER. INTERNAL METERING, BACKFLOW PREVENTION, AND PRESSURE REDUCERS TO BE COMPLETED BY M.E.P. ENGINEER. DOMESTIC WATER PIPE SIZES WILL DETERMINE THE FINAL WATER METERING OPTIONS. METER MAY BE SMALLER THAN 4" WATER MAIN. WATER METERING, PRESSURE REDUCER AND BACKFLOW PREVENTION TO BE IN ACCORDANCE WITH THE PORTLAND WATER DISTRICT STANDARDS.
7. ELECTRIC UTILITIES: ELECTRIC DESIGN TO BE FINALIZED BY M.E.P. ENGINEER. ELECTRICAL LOAD TO BE DETERMINED BY M.E.P. ENGINEER. METER LOCATION BY M.E.P. ALL ELECTRIC CONSTRUCTION SHALL CONFORM TO CMP GUIDEBOOK OF STANDARD REQUIREMENTS, MOST RECENT EDITION.
8. GAS UTILITIES: PROJECT GAS LOAD AND INTERNAL GAS UTILITY DESIGN TO BE FINALIZED BY M.E.P. ENGINEER. GAS METERS TO BE LOCATED BY M.E.P.

SEWER STRUCTURE SCHEDULE

STRUCTURE	INTERIOR DIAMETER	RIM	INV. IN	INV. OUT
SMH-1	4'	11.56'	SMH-2: 6.57' GREASE: 6.70	6.47'
SMH-2	4'	12.25'	FROM E: 7.45' FROM S: 7.45'	7.35'
GREASE INTERCEPTOR	SEE DETAIL	10.70' (SOUTH) 10.99' (NORTH)	7.35'	7.10'

CONTRACTOR TO DEMOLISH AND PLUG EXISTING SEWER SERVICE IN ACCORDANCE WITH CITY OF PORTLAND TECHNICAL STANDARDS

PROPOSED UNDERGROUND ELECTRIC/CABLE/TELEPHONE (ENCASED IN CONCRETE WITHIN R.O.W.) (TYP.).

PROPOSED ABOVE-GROUND TRANSFORMER (7'X7' PAD); PER CMP DETAIL XII, ILLUSTRATION NO. 21 AND NO.24. M.E.P. ENGINEER TO DESIGN TRANSFORMER, SEE NOTE 7.

APPROXIMATE TRANSFORMER LOCATION WITHIN PAD

PROPOSED UGETC LINE (SEE NOTE 7)

PROPOSED FIRE WATER LINE (SEE NOTE 6)

PROPOSED RISER CONNECTION TO EXISTING UTILITY POLE PER CMP DETAILS

4"X4" TEE WITH 4"X2" MJ REDUCER

PROPOSED 8" GATE VALVE

PROPOSED 4" GATE VALVE

PROPOSED TAPPING SLEEVE AND GATE VALVE (TYP.)

2"X1" BR TEE; 2" & 1" BR NIPPLES

2"X1" BR 90; 2" & 1" BR NIPPLES

PROPOSED DOMESTIC WATER SERVICE (SEE NOTE 6)

PROPOSED CURB STOP BEFORE R.O.W. IN ACCORDANCE WITH PWD STANDARDS

PROPOSED 3/4" WATER SERVICE TO COMMERCIAL UNIT 2, 3. SEE NOTE 6.

PROPOSED 1" WATER SERVICE TO COMMERCIAL UNIT 1. SEE NOTE 6.

PROPOSED 6" SAN. L = 21' S = 1.00%

PROPOSED CONNECTION TO EXISTING SEWER, APPROX. INV. ELEVATION 4.75'. SEE DETAIL (TYP.)

PROPOSED 6" SAN. L = 78' S = 1.00%

SMH 1: PROPOSED 4' DIAMETER MANHOLE. SEE DETAIL (TYP.)

SMH-2: PROPOSED 4' DIAMETER MANHOLE. SEE DETAIL (TYP.)

POTENTIAL ELECTRICITY METER LOCATIONS ALONG WALL PER CMP STANDARDS BY M.E.P, (SEE NOTE 7)

1/8 BEND

PROPOSED 4" SAN. L = 7' S = 2.0%

PROPOSED 4" SEWER LATERAL, MINIMUM SLOPE = 1.00%. SEE DETAIL

BOT. OF PIPE AT WALL = 7.72'

PROPOSED 1000-GAL GREASE INTERCEPTOR LOCATION. DESIGN PER DETAIL

PROPOSED SAW CUT LOCATION FOR CURB INSTALLATION. SEE DETAIL

INTERNAL SEWER (PER ARCHITECT) (TYP.)

INTERNAL SEWER CONNECTION (PER ARCHITECT)

COMMERCIAL UNIT 1 (RESTAURANT)

COMMERCIAL UNIT 2 (RETAIL)

PROPOSED INTERIOR WATER METER PER PWD STANDARDS. (SEE NOTE 6)

COMMERCIAL UNIT 3 (RETAIL)

EXISTING POLE AND SERVICE TO BE REMOVED

POTENTIAL ELECTRICITY METER LOCATIONS ALONG WALL PER CMP STANDARDS BY M.E.P, (SEE NOTE 7)

3"X2.5" BUILDING MOUNTED CONNECTIONS FOR FIRE DEPARTMENT

BAYSIDE MEDIUM LED FIXTURE WITH BASE. FINAL LOCATION PER PLANNING AUTHORITY. (TYP.)

PROPOSED INTERNAL SEWER CLEANOUT BY M.E.P.; SEE NOTE 5.

EXISTING WATER SERVICE TO BE LOCATED, ABANDONED IN PLACE. SHUT CORPORATION AND CUT DOMESTIC SERVICE. (PWD REFERENCE 5V274892/27 EVERETT ST.)

PROPOSED 6" SAN. L = 98' S = 1.00%

BOT. OF PIPE AT WALL = 8.30'

1/8 BEND

NO SURVEY FOR UNDERGROUND UTILITIES, SEE NOTE 3 THIS SHEET. (TYP.)

PROPOSED BOLLARD (TYP.)

4 PROPOSED GAS METERS ON WALL PER UNITIL STANDARDS, BY M.E.P. (SEE NOTE 8)

GAS GAS

PROPOSED GAS CONNECTION. SEE NOTE 3.

PROPOSED 6" SAN. L = 16' S = 1.25%

EXISTING N.E.T.&T EASEMENT AND CABINET

EXISTING GUY WIRE TO BE RELOCATED BY CONTRACTOR

FINAL LOCATION OF PULL BOXES BY M.E.P. PENDING FINAL LOCATION OF METERING BY M.E.P., SEE NOTE 7 (TYP.).

NO SURVEY FOR UNDERGROUND UTILITIES, SEE NOTE 3 THIS SHEET. (TYP.)

EXISTING WATER SERVICE TO BE LOCATED, ABANDONED IN PLACE. SHUT CORPORATION AND CUT DOMESTIC SERVICE. (PWD REFERENCE SV276346).

Fox Street (See Note 15)

Everett Street (See Note 15)

Anderson Street (See Note 15)

PERMIT PLAN
NOT FOR CONSTRUCTION

ISSUED FOR	BY / DATE
UTILITY LETTERS	WHS 11/12/14
PRE-APP MTG.	WHS 1/6/15
PRELIMINARY SUB	WHS 1/14/15
UTILITY STUB	WHS 4/14/15
COMMENT RESPONSE	WHS 4/16/15
CITY RESPONSE	WHS 5/19/15
REVISION	REV. / DATE

UTILITY PLAN

EAST BAYSIDE LOFTS

REDFERN BAYSIDE, LLC.
P.O. BOX 8816 PORTLAND, ME 04104

DRAWING NAME:
PROJECT NAME:
CLIENT:

ACORN ENGINEERING, INC.
158 DANFORTH STREET, PORTLAND MAINE 04102
(207) 775-2655

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FILE: 1053_CIVIL_11-15-14
DATE: 10/15/2014
JN: 1053
SCALE: 1" =10'
DESIGNED BY: WHS
DRAWN BY: MAG
CHECKED BY: WHS

STATE OF MAINE
WILLIAM H. SAVAGE
No. 11415
4-14-15
LICENSED
PROFESSIONAL ENGINEER

DRAWING NO.
C-20

GENERAL NOTES:

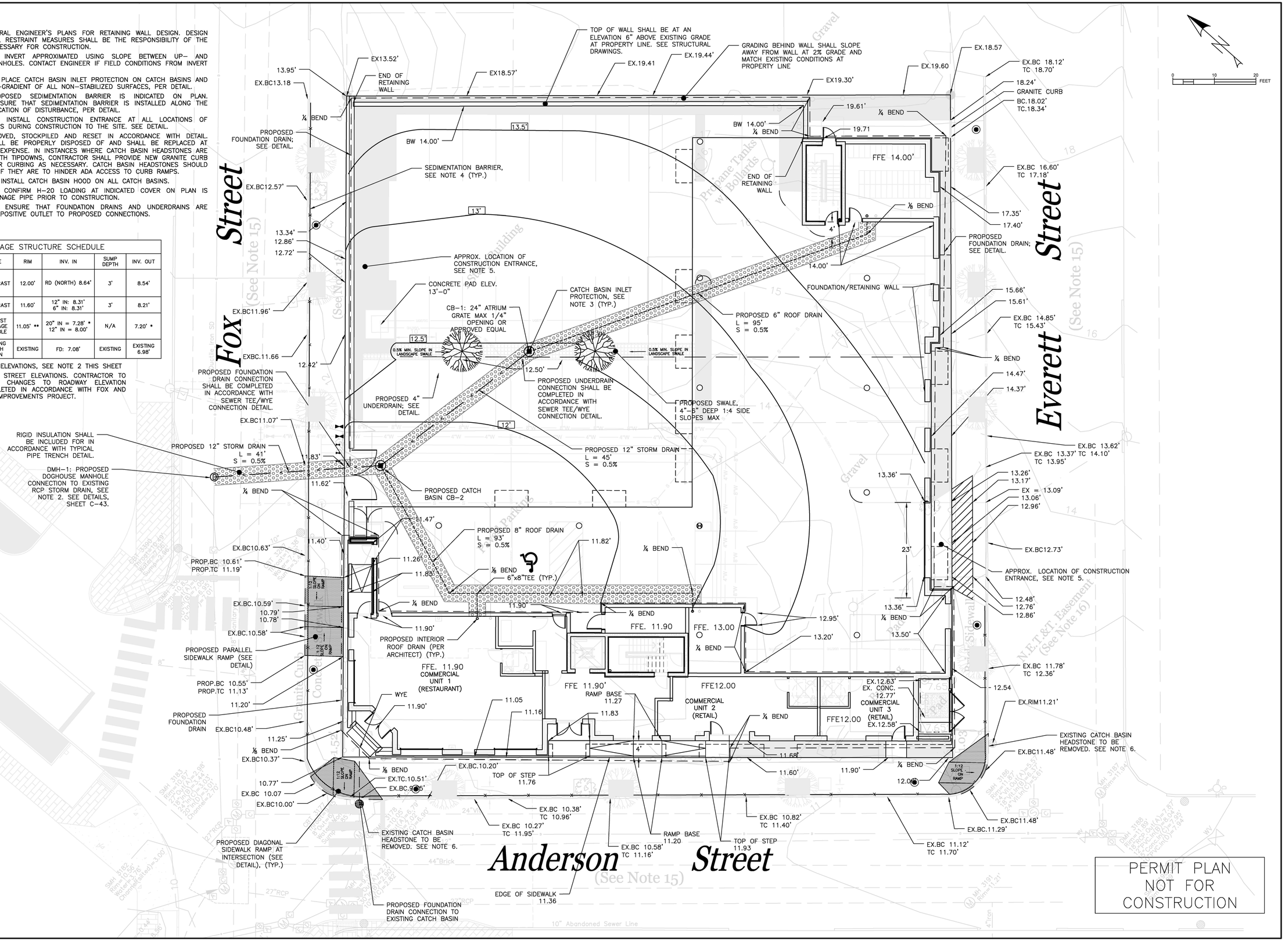
1. REFER TO STRUCTURAL ENGINEER'S PLANS FOR RETAINING WALL DESIGN. DESIGN OF TEMPORARY SOIL RESTRAINT MEASURES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR IF NECESSARY FOR CONSTRUCTION.
2. STORM DRAIN MH INVERT APPROXIMATED USING SLOPE BETWEEN UP– AND DOWN–GRADIENT MANHOLES. CONTACT ENGINEER IF FIELD CONDITIONS FROM INVERT VARY FROM DESIGN.
3. CONTRACTOR SHALL PLACE CATCH BASIN INLET PROTECTION ON CATCH BASINS AND FIELD INLETS DOWN–GRADIENT OF ALL NON–STABILIZED SURFACES, PER DETAIL.
4. LOCATION OF PROPOSED SEDIMENTATION BARRIER IS INDICATED ON PLAN. CONTRACTOR TO ENSURE THAT SEDIMENTATION BARRIER IS INSTALLED ALONG THE DOWN–GRADIENT LOCATION OF DISTURBANCE, PER DETAIL.
5. CONTRACTOR SHALL INSTALL CONSTRUCTION ENTRANCE AT ALL LOCATIONS OF INGRESS AND EGRESS DURING CONSTRUCTION TO THE SITE. SEE DETAIL.
6. CURB TO BE REMOVED, STOCKPILED AND RESET IN ACCORDANCE WITH DETAIL. BROKEN CURB SHALL BE PROPERLY DISPOSED OF AND SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE. IN INSTANCES WHERE CATCH BASIN HEADSTONES ARE TO BE REPLACED WITH TIPDOWNS, CONTRACTOR SHALL PROVIDE NEW GRANITE CURB TIPDOWN AND OTHER CURBING AS NECESSARY. CATCH BASIN HEADSTONES SHOULD ONLY BE REMOVED IF THEY ARE TO HINDER ADA ACCESS TO CURB RAMPS.
7. CONTRACTOR SHALL INSTALL CATCH BASIN HOOD ON ALL CATCH BASINS.
8. CONTRACTOR SHALL CONFIRM H–20 LOADING AT INDICATED COVER ON PLAN IS FEASIBLE OVER DRAINAGE PIPE PRIOR TO CONSTRUCTION.
9. CONTRACTOR SHALL ENSURE THAT FOUNDATION DRAINS AND UNDERDRAINS ARE CONSTRUCTED WITH POSITIVE OUTLET TO PROPOSED CONNECTIONS.

DRAINAGE STRUCTURE SCHEDULE

STRUCTURE	SIZE (I.D.)	TYPE	RIM	INV. IN	SUMP DEPTH	INV. OUT
CB–1	4'	4' PRECAST	12.00'	RD (NORTH) 8.64'	3'	8.54'
CB–2	4'	4' PRECAST	11.60'	12" IN: 8.31' 6" IN: 8.31'	3'	8.21'
DMH–1	4'	PRECAST DRAINAGE MANHOLE	11.05' **	20" IN = 7.28' * 12" IN = 8.00'	N/A	7.20' *
EXCB–1	EXIST.	EXISTING CATCH BASIN	EXISTING	FD: 7.08'	EXISTING	EXISTING 6.98'

* BASED ON EXISTING ELEVATIONS, SEE NOTE 2 THIS SHEET

** BASED ON EXISTING STREET ELEVATIONS. CONTRACTOR TO ENSURE THAT ANY CHANGES TO ROADWAY ELEVATION PROFILE ARE COMPLETED IN ACCORDANCE WITH FOX AND ANDERSON STREET IMPROVEMENTS PROJECT.



PERMIT PLAN
NOT FOR
CONSTRUCTION

ISSUED FOR	BY / DATE
PRE–APP MTG.	WHS 1/6/15
PRELIMINARY SUB.	WHS 3/14/15
UTILITY STUB	WHS 4/14/15
COMMENT RESPONSE	WHS 5/18/15
CITY RESPONSE	WHS 5/19/15
REVISION	REV. / DATE

DRAWING NAME: GRADING, DRAINAGE AND EROSION CONTROL PLAN
PROJECT NAME: EAST BAYSIDE LOFTS
CLIENT: REDFERN BAYSIDE, LLC.
P.O. BOX 8816 PORTLAND, ME 04104

ACORN ENGINEERING, INC.
158 DANFORTH STREET, PORTLAND MAINE 04102
(207) 775–2655

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DATE:	10/15/2014
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SCALE:	1" =10'
DESIGNED BY:	WHS
DRAWN BY:	MAG
CHECKED BY:	WHS

STATE OF MAINE WILLIAM H. SAVAGE No. 11416 LICENSED PROFESSIONAL ENGINEER 4–14–15

DRAWING NO.
C-30

NOTES:

1. COMPOSITE WET SET (REPLACEABLE) DETECTABLE WARNING PANELS SHALL BE AS MANUFACTURED BY ADA SOLUTIONS, INC. (WWW.ADATILE.COM) OR APPROVED EQUAL.

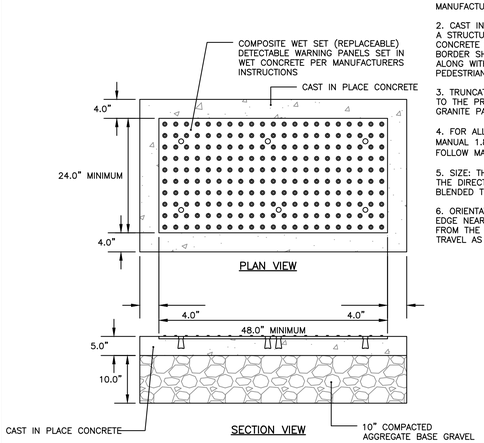
2. CAST IN PLACE CONCRETE SHALL MEET SPECIFICATIONS FOR MAINE D.O.T. CLASS A STRUCTURAL CONCRETE, MINIMUM COMPRESSIVE STRENGTH 4,000 PSI. THE CONCRETE SHALL BE SEALED PRIOR TO SETTING PANELS. THE EXPOSED CONCRETE BORDER SHALL RECEIVE A GROOVED EDGE BETWEEN THE PANEL AND CONCRETE, ALONG WITH A UNIFORM BROOM FINISH PERPENDICULAR TO THE FLOW OF PEDESTRIAN TRAFFIC.

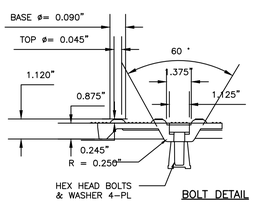
3. TRUNCATED DOMES SHALL BE ALIGNED IN ROWS, PARALLEL AND PERPENDICULAR TO THE PREDOMINANT DIRECTION OF TRAVEL. TRUNCATED DOME BRICKS AND GRANITE PAVERS ARE NOT ALLOWED.

4. FOR ALL DETECTABLE WARNING PANELS (EXCEPT AS SPECIFIED IN TECHNICAL MANUAL 1.8.4.), FEDERAL YELLOW COLORED (#33538) PANEL(S) SHALL BE USED. FOLLOW MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION.

5. SIZE: THE DETECTABLE WARNING PANEL(S) SHALL EXTEND 24 INCHES MINIMUM IN THE DIRECTION OF TRAVEL AND THE FULL WIDTH OF THE CURB RAMP, LANDING, OR BLENDED TRANSITION TO THE STREET.

6. ORIENTATION: THE DETECTABLE WARNING PANEL SHALL BE LOCATED SO THAT THE EDGE NEAREST TO THE CURB LINE IS 6 INCHES MINIMUM AND 8 INCHES MAXIMUM FROM THE CURB LINE. THE PANEL SHALL BE ORIENTED TO THE DIRECTION OF TRAVEL AS IDENTIFIED BY THE POINT OF EGRESS.



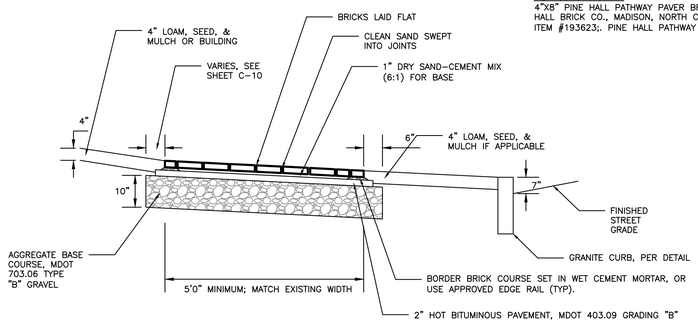


SIDEWALK RAMP DETECTABLE WARNING PANEL

NOT TO SCALE

BRICKS TO BE USED:

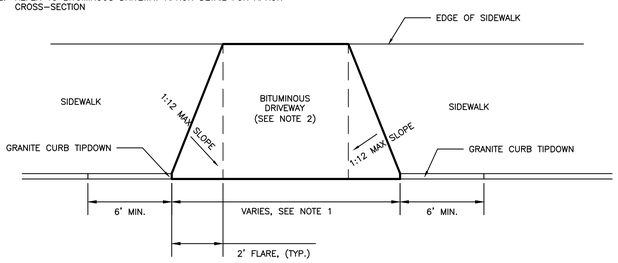
NEW CONSTRUCTION:
4"X8" PINE HALL PATHWAY PAVER BRICK; MFG. BY PINE HALL BRICK CO., MADISON, NORTH CAROLINA. LACHANCE ITEM #193623;. PINE HALL PATHWAY PAVER BRICK.



BRICK SIDEWALK WITH BITUMINOUS BASE DETAIL

NOT TO SCALE

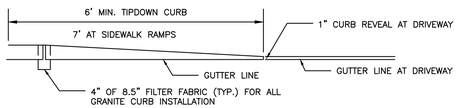
NOTES:
1. REFER TO GRADING, DRAINAGE AND EROSION CONTROL PLAN FOR SITE GRADING
2. REFER TO BITUMINOUS DRIVEWAY APRON DETAIL FOR APRON CROSS-SECTION



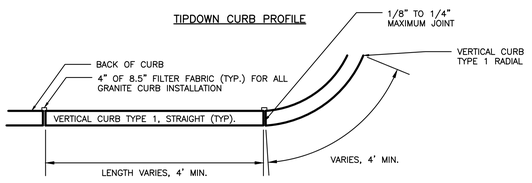
DRIVEWAY APRON LAYOUT DETAIL

NOT TO SCALE

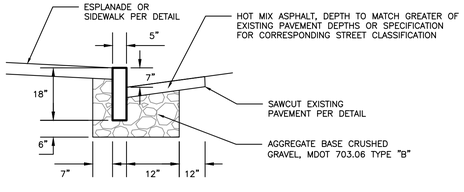
NOTE:
CURB SHALL BE RESET IN ACCORDANCE WITH MDOT 609.08. EXCEPT THAT CURB SPACING SHALL BE AS INDICATED IN THE DETAIL BELOW



TIPDOWN CURB PROFILE



VERTICAL GRANITE CURB PLAN VIEW



VERTICAL GRANITE CURB CROSS SECTION

VERTICAL GRANITE CURB INSTALLATION IN EXISTING STREETS DETAIL

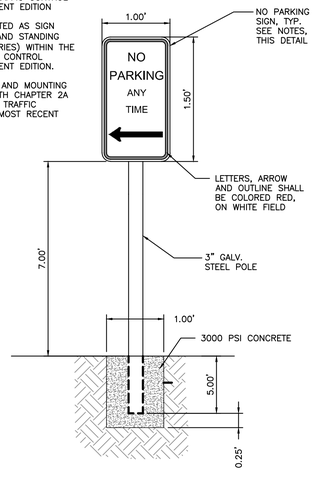
NOT TO SCALE

NOTES:

1. ALL ASPECTS OF NO PARKING SIGN CONSTRUCTION SHALL BE IN ACCORDANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, 2009 OR MOST RECENT EDITION

2. SIGN SHALL BE CONSTRUCTED AS SIGN R7-1 UNDER THE "PARKING AND STANDING SIGNS AND PLAQUES" (R7 SERIES) WITHIN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, 2009 OR MOST RECENT EDITION.

3. SIGN POST CONSTRUCTION AND MOUNTING SHALL BE IN ACCORDANCE WITH CHAPTER 2A OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, 2009 OR MOST RECENT EDITION.



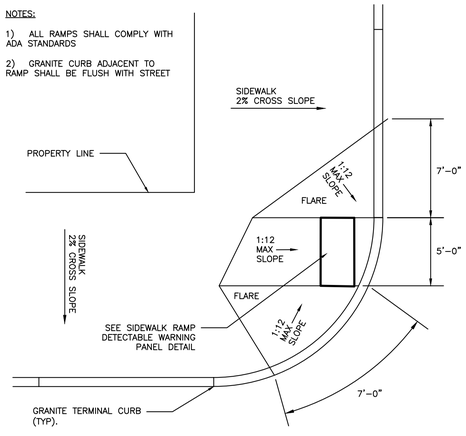
NO PARKING DETAIL

NOT TO SCALE

NOTES:

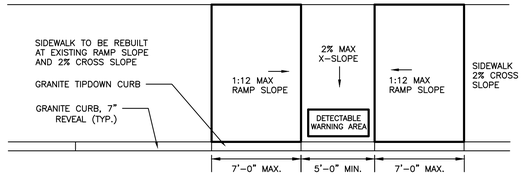
1) ALL RAMPS SHALL COMPLY WITH ADA STANDARDS

2) GRANITE CURB ADJACENT TO RAMP SHALL BE FLUSH WITH STREET



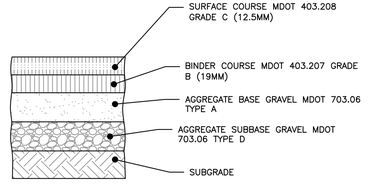
DIAGONAL SIDEWALK RAMP LAYOUT AT INTERSECTION FOR SIDEWALK WITHOUT ESPLANADE

NOT TO SCALE



PARALLEL SIDEWALK RAMP LAYOUT FOR SIDEWALK WITHOUT ESPLANADE

NOT TO SCALE



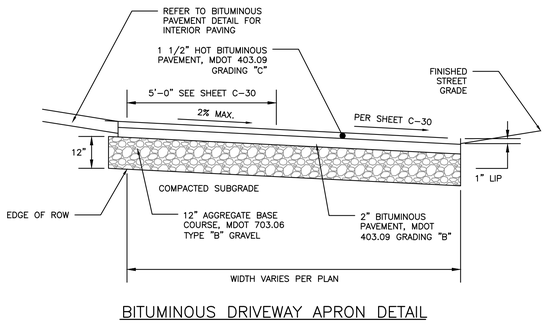
NOTE:

1. PROOF ROLE THE SUBBASE TO 95% MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D-1557 AFTER THE PAVEMENT DRAINS HAVE BEEN INSTALLED AND ARE FULLY FUNCTIONING. MINIMUM OF 5 MODIFIED PROCTOR TESTS ON EXISTING SUBGRADE MATERIALS, BASED UPON FIELD OBSERVATIONS OF MATERIAL GRADATION. FIELD DENSITY TESTING AT A MINIMUM OF 50 FOOT SPACING.
2. COMPACT THE AGGREGATE BASE TO 95% MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D-1557.
3. PAVING OPERATIONS SHALL BE SUBJECT TO THE MINIMUM REQUIREMENTS OF THE MAINE DOT SECTION 401.19 QUALITY CONTROL METHOD D, UNLESS WAIVED BY THE OWNER.

	THICKNESS OF LAYERS
STANDARD	LAYERS
1-1/4"	SURFACE COURSE MDOT 403.208 GRADE C (12.5 mm)
2-0"	BINDER COURSE MDOT 403.207 GRADE B (19 mm)
3"	AGGREGATE BASE GRAVEL MDOT 703.06 TYPE A
15"	AGGREGATE SUBBASE GRAVEL MDOT 703.06 TYPE D

BITUMINOUS PAVEMENT PROFILE

NOT TO SCALE

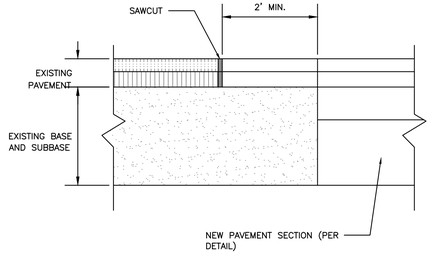


BITUMINOUS DRIVEWAY APRON DETAIL

NOT TO SCALE

NOTES:

1. SAWCUT EXISTING PAVEMENT AND REMOVE 2' STRIP OF EXISTING PAVEMENT. APPLY BITUMINOUS TACK COAT PRIOR TO PLACEMENT OF NEW BITUMINOUS PAVEMENT.
2. THE NEW PAVEMENT SECTION SHALL MEET THE CITY OF PORTLAND LOCAL STREETS BITUMINOUS PAVEMENT DETAIL AT A MINIMUM FOR THE THE EXISTING PAVEMENT AND AGGREGATE BASE AND SUBBASE DEPTH WHICHEVER IS GREATER.



PAVEMENT SAWCUT DETAIL

NOT TO SCALE

PERMIT PLAN
NOT FOR
CONSTRUCTION

ISSUED FOR	BY DATE
PRELIMINARY SUB	WHS 7/14/15
COMMENT RESPONSE	WHS 4/3/15
COMMENT RESPONSE	WHS 5/18/15

REVISION	REV. DATE

DRAWING NAME: SITE DETAILS
PROJECT NAME: EAST BAYSIDE LOFTS
CLIENT: REDFERN BAYSIDE, LLC. P.O. BOX 8816 PORTLAND, ME 04104

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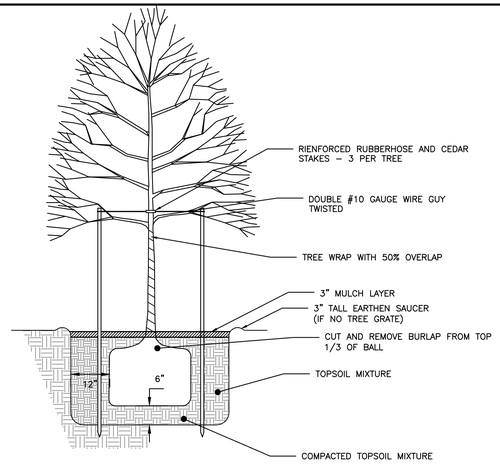
ACORN ENGINEERING, INC.
158 DANFORTH STREET PORTLAND, MAINE 04102
(207) 775-2655

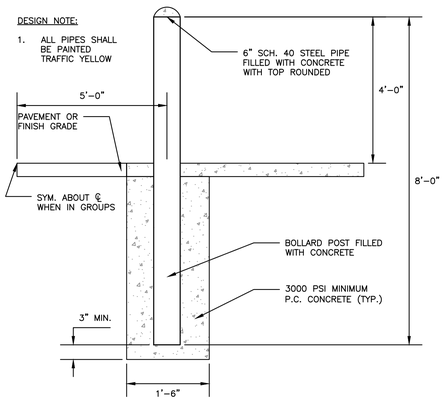
FILE:	1053_DETAILS
DATE:	12/5/2014
JN:	1053
SCALE:	NTS
DESIGNED BY:	WHS
DRAWN BY:	MAG
CHECKED BY:	WHS

STATE OF MAINE
WILLIAM H. SAVAGE
No. 11418
4-14-15
LICENSED PROFESSIONAL ENGINEER

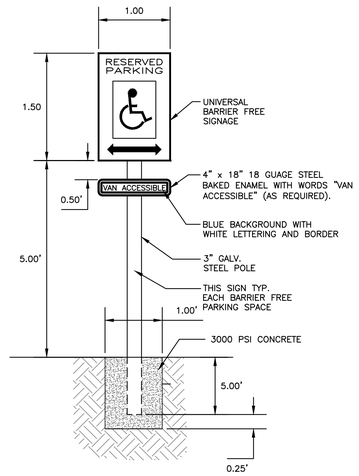
DRAWING NO.
C-40



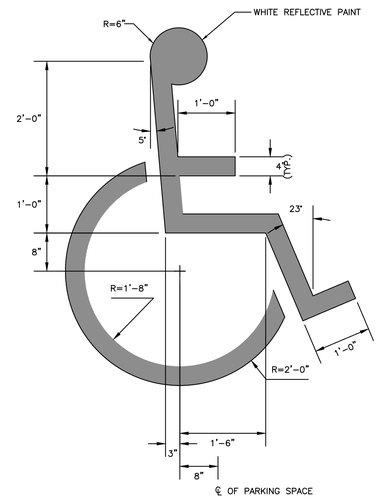
TREE PLANTING DETAIL
NOT TO SCALE



PIPE BOLLARD
NOT TO SCALE



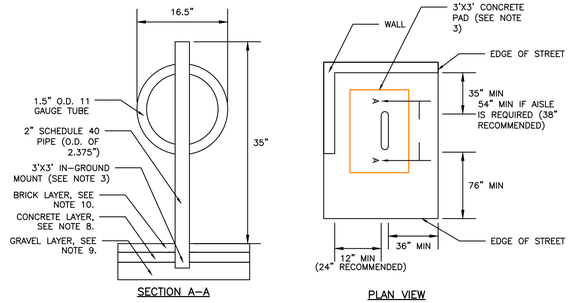
BARRIER FREE PARKING SIGN
NOT TO SCALE



INTERNATIONAL BARRIER FREE SYMBOL
NOT TO SCALE

NOTES:

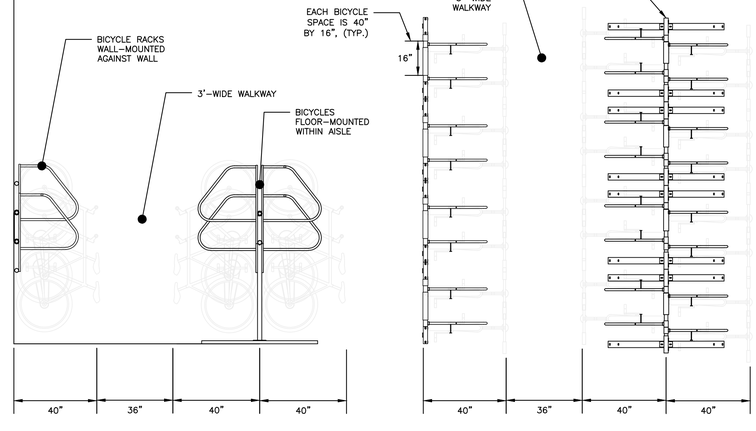
1. BICYCLE RACK SHALL HAVE CAPACITY FOR TWO BICYCLES.
2. BICYCLE RACK PARTS SHALL BE OF UNIFORM COLOR AND SHALL BE FINISHED IN ACCORDANCE WITH PRODUCT SPECIFICATION.
3. BICYCLE RACK SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S MOST RECENT INSTALLATION RECOMMENDATIONS, AND SHALL BE INSTALLED WITH AN IN–GROUND MOUNT UNLESS OTHERWISE APPROVED BY ENGINEER.
4. BICYCLE RACK SHALL BE "DERO BIKE HITCH", AS MANUFACTURED BY DERO BIKE RACKS.
5. MINIMUM OFFSETS SHOWN. MANUFACTURER'S RECOMMENDED OFFSETS SHALL BE ENFORCED WHERE POSSIBLE.
6. MINIMUM DISTANCE BETWEEN BICYCLE RACKS SHALL BE 24". RECOMMENDED DISTANCE BETWEEN BICYCLE RACKS SHALL BE 38".
7. ALL OFFSETS ARE FROM OUTSIDE EDGES OF ITEMS.
8. CONCRETE SHALL BE 4000 PSI @28 DAYS. BOTTOM OF CONCRETE SHALL BE AT TOP OF SIDEWALK GRAVEL ELEVATION. DEPTH VARIES APRROX. 4"–7".
9. GRAVEL LAYER SHALL BE INSTALLED IN ACCORDANCE WITH BRICK SIDEWALK WITH BITUMINOUS BASE DETAIL, AND SHALL BE MAINEDOT 703.06 TYPE B.
10. TOP OF BRICK LAYER SHALL BE AT SAME ELEVATION IN ACCORDANCE WITH BRICK SIDEWALK DETAIL.



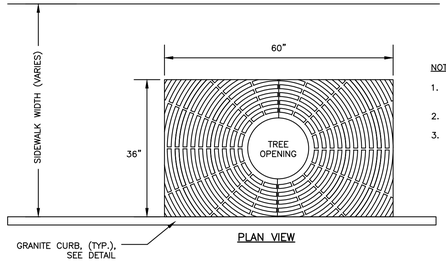
BICYCLE RACK DETAIL
NOT TO SCALE

NOTES:

1. FINAL LOCATION OF INTERIOR BICYCLE RACKS SHALL CONFORM TO ALL ARCHITECTURAL DRAWINGS. CONTRACTOR TO NOTIFY ENGINEER AND ARCHITECT WITH ANY DISCREPANCIES.
2. BICYCLE MOUNT SHALL BE ULTRA SPACE SAVER AS MANUFACTURED BY DERO, OR APPROVED EQUAL.
3. BICYCLES SHALL BE WALL MOUNTED OR FLOOR MOUNTED IN ACCORDANCE WITH MANUFACTURERS' RECOMMENDATIONS.



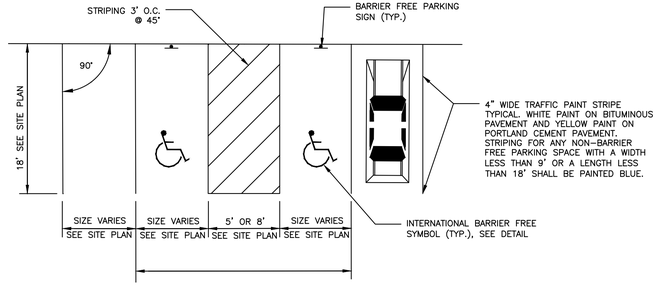
INTERIOR BICYCLE LAYOUT
NOT TO SCALE



NOTES:

1. 16" EXPANDABLE TREE OPENING; .25" SLOT OPENINGS.
2. SIDEWALK MATERIAL PER PLAN.
3. WHEN INSTALLED IN A BRICK SIDEWALK, GRATE REQUIRES A FRAME TO BE INSTALLED TO HOLD GRATE IN PLACE. CONTRACTOR TO INSTALL IN ACCORDANCE WITH MANUFACTURERS INSTALLATION PROCEDURES FOR PAVERS. CONTRACTOR TO SUBMIT INSTALLATION PROCEDURES FOR REVIEW FROM ENGINEER PRIOR TO CONSTRUCTION.

EXPANDABLE TREE GRATE NEENAH MODEL R–8810
NOT TO SCALE



ADA PARKING SPACE DIMENSIONS
NOT TO SCALE

PERMIT PLAN
NOT FOR
CONSTRUCTION

ISSUED FOR	BY / DATE
PRELIMINARY SUB	WHS 7/14/15
COMMENT RESPONSE	WHS 4/3/15
COMMENT RESPONSE	WHS 5/18/15
REVISION	REV. / DATE

DRAWING NAME: SITE DETAILS 2
PROJECT NAME: EAST BAYSIDE LOFTS
CLIENT: REDFERN BAYSIDE, LLC. P.O. BOX 8816 PORTLAND, ME 04104

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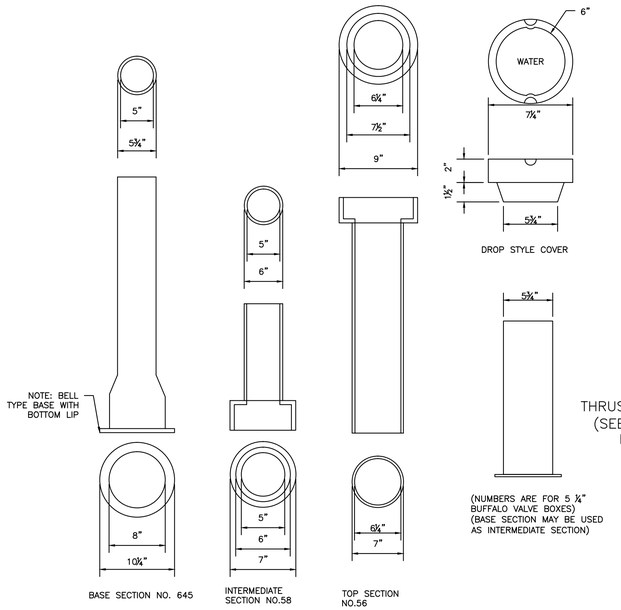
ACORN ENGINEERING, INC.
158 DANFORTH STREET PORTLAND, MAINE 04102
(207) 775–2653

FILE:	1053_DETAILS
DATE:	12/5/2014
JN:	1053
SCALE:	NTS
DESIGNED BY:	WHS
DRAWN BY:	MAG
CHECKED BY:	WHS

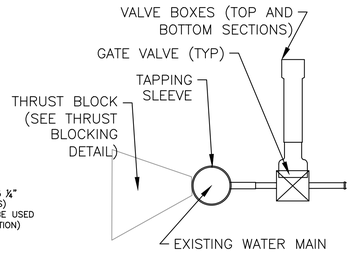
STATE OF MAINE
WILLIAM H. SAVAGE
No. 11418
4-14-15
LICENSED
PROFESSIONAL ENGINEER

DRAWING NO.
C-41



VALVE BOX & COVER

NOT TO SCALE



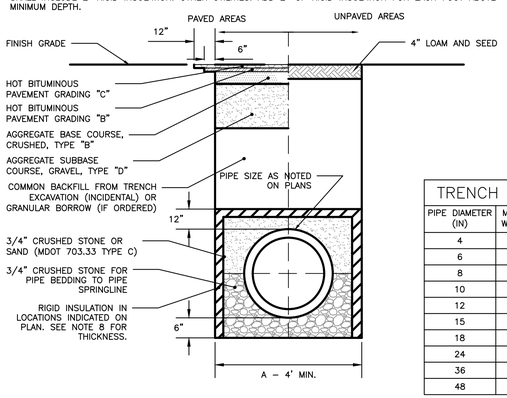
SIDE VIEW

TAPPING SLEEVE AND VALVE

NOT TO SCALE

DESIGN NOTES:

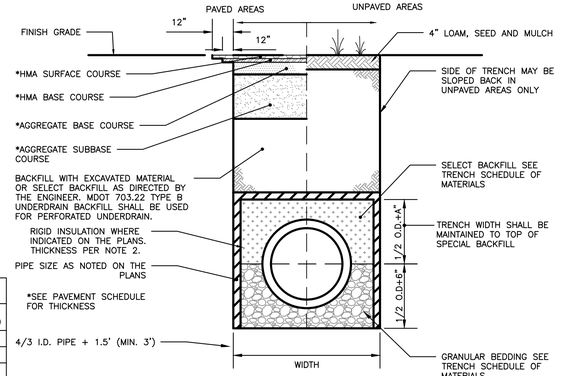
1) ANY ALTERNATE TRENCHING METHODS SHALL BE APPROVED IN ADVANCE BY THE CITY.
2) ALL CONSTRUCTION METHODS SHALL CONFORM TO THE CITY OF PORTLAND TECHNICAL STANDARDS FIGURE II-2.
3) BRACING & SHEETING OR OTHER TRENCH PROTECTION TO BE PROVIDED TO MEET APPLICABLE STATE AND O.S.H.A SAFETY STANDARDS. ALL SUCH TRENCH PROTECTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
4) WHERE APPLICABLE, PERFORATIONS IN STORM DRAIN (PERF.SD) SHALL BE ORIENTED UP.
5) ALL STORM DRAINS SHALL BE PVC SDR 35 MIN PS-46 RATING OR OR IN ACCORDANCE WITH CITY OF PORTLAND TECHNICAL MANUAL , SECTION 2 – SANITARY SEWER AND STORM DRAIN – PART 2.5.2
6) IN PAVED AREAS, DEPTHS OF GRAVEL AND HOT MIX ASPHALT PAVEMENT SHALL MATCH THE GREATER OF EXISTING CONDITIONS OR THE REQUIREMENTS FOR THE CORRESPONDING STREET CLASSIFICATION.
7) THIS DETAIL SHALL BE APPLIED ONLY TO PIPE TRENCHES WITHIN OF THE CITY OF PORTLAND ROW. STORM DRAIN COVER BETWEEN 2' AND 3' SHALL INCLUDE 4" OF RIGID INSULATION. COVER BETWEEN 3' AND 4' SHALL INCLUDE 2' RIGID INSULATION. OTHER UTILITIES: ADD 2" OF RIGID INSULATION FOR EACH FOOT ABOVE MINIMUM DEPTH.



TRENCH WIDTH	
PIPE DIAMETER (IN)	MAX. TRENCH WIDTH, A (FT)
4	4
6	4
8	4
10	4
12	5
15	5
18	5
24	6
36	6
48	7

CITY OF PORTLAND TYPICAL PIPE TRENCH DETAIL

NOT TO SCALE

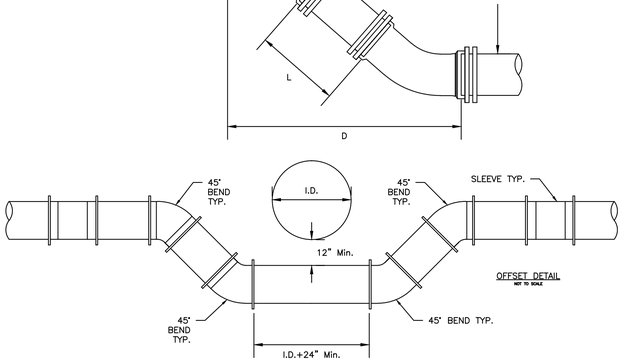


STORM DRAIN AND SEWER TYPICAL TRENCH SECTION

NOT TO SCALE

SCHEDULE OF MATERIALS		
TYPE OF PIPE	GRANULAR BEDDING	SELECT BACKFILL
CMP DUCTILE IRON RCP	MDOT 703.22 TYPE B UD BACKFILL	MDOT 703.22 TYPE B UD BACKFILL
PVC/HDPE	MDOT 703.22 TYPE C 3/4" CRUSHED STONE	MDOT 703.22 TYPE B UD BACKFILL
CMP	MDOT 703.22 TYPE C 3/4" CRUSHED STONE	MDOT 703.22 TYPE C 3/4" CRUSHED STONE

NOTE:
1. BRACING AND SHEETING OR OTHER TRENCH PROTECTION TO BE PROVIDED TO MEET APPLICABLE STATE AND O.S.H.A. SAFETY STANDARDS. ALL SUCH TRENCH PROTECTION TO BE THE RESPONSIBILITY OF THE CONTRACTOR.
2. STORM DRAIN COVER BETWEEN 2' AND 3' SHALL INCLUDE 4" OF RIGID INSULATION. COVER BETWEEN 3' AND 4' SHALL INCLUDE 2' RIGID INSULATION. OTHER UTILITIES: ADD 2" OF RIGID INSULATION FOR EACH FOOT ABOVE MINIMUM DEPTH.
3. INSTALL WARNING TAPE DIRECTLY ABOVE UTILITIES AT THE TOP OF SUBGRADE.
4. MINIMUM COVER
   4.1. 2'-0" – STORM DRAIN
   4.2. 5'-0" – SEWER
5. NO TREES SHALL BE PLANTED WITHIN 5' OF A SEWER PIPE OR SERVICE
6. THIS DETAIL SHALL BE APPLIED ONLY TO DRAINAGE PIPE TRENCHES OUTSIDE OF THE CITY OF PORTLAND ROW.

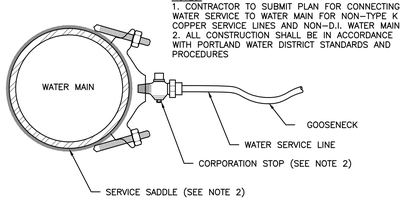


	6" PIPE		8" PIPE		12" PIPE	
H	D	L	D	L	D	L
12"	1' 6-1/2"	0' 10-1/2"	1' 7-1/2"	0' 9-1/2"	1' 11-1/2"	0' 5-1/2"
13"	1' 7-1/2"	0' 11-7/8"	1' 8-1/2"	0' 10-7/8"	2' 0-1/2"	0' 6-7/8"
14"	1' 8-1/2"	1' 1-5/16"	1' 9-1/2"	1' 0-5/16"	2' 1-1/2"	0' 8-5/16"
15"	1' 9-1/2"	1' 2-11/16"	1' 10-1/2"	1' 1-11/16"	2' 2-1/2"	0' 9-11/16"
16"	1' 10-1/2"	1' 4-1/8"	1' 11-1/2"	1' 3-1/8"	2' 3-1/2"	0' 11-1/8"
17"	1' 11-1/2"	1' 5-9/16"	2' 0-1/2"	1' 4-9/16"	2' 4-1/2"	1' 0-9/16"
18"	2' 0-1/2"	1' 6-15/16"	2' 1-1/2"	1' 5-15/16"	2' 5-1/2"	1' 1-15/16"
19"	2' 1-1/2"	1' 8-3/8"	2' 2-1/2"	1' 7-3/8"	2' 6-1/2"	1' 3-3/8"
20"	2' 2-1/2"	1' 9-13/16"	2' 3-1/2"	1' 8-13/16"	2' 7-1/2"	1' 4-13/16"
21"	2' 3-1/2"	1' 11-3/16"	2' 4-1/2"	1' 10-3/16"	2' 8-1/2"	1' 6-3/16"
22"	2' 4-1/2"	2' 0-5/8"	2' 5-1/2"	1' 11-5/8"	2' 9-1/2"	1' 7-5/8"
23"	2' 5-1/2"	2' 2"	2' 6-1/2"	2' 1"	2' 10-1/2"	1' 9"
24"	2' 6-1/2"	2' 3-7/16"	2' 7-1/2"	2' 2-7/16"	2' 11-1/2"	1' 10-7/16"
25"	2' 7-1/2"	2' 4-7/8"	2' 8-1/2"	2' 3-7/8"	3' 0-1/2"	1' 11-7/8"
26"	2' 8-1/2"	2' 6-1/4"	2' 9-1/2"	2' 5-1/4"	3' 1-1/2"	2' 1-1/4"
27"	2' 9-1/2"	2' 7-11/16"	2' 10-1/2"	2' 6-11/16"	3' 2-1/2"	2' 2-11/16"
28"	2' 10-1/2"	2' 9-1/8"	2' 11-1/2"	2' 8-1/8"	3' 3-1/2"	2' 4-1/8"
29"	2' 11-1/2"	2' 10-1/2"	3' 0-1/2"	2' 9-1/2"	3' 4-1/2"	2' 5-1/2"
30"	3' 0-1/2"	2' 11-15/16"	3' 1-1/2"	2' 10-15/16"	3' 5-1/2"	2' 6-15/16"
31"	3' 1-1/2"	3' 1-5/16"	3' 2-1/2"	3' 0-5/16"	3' 6-1/2"	2' 8-5/16"
32"	3' 2-1/2"	3' 2-3/4"	3' 3-1/2"	3' 1-3/4"	3' 7-1/2"	2' 9-3/4"
33"	3' 3-1/2"	3' 4-3/16"	3' 4-1/2"	3' 3-3/16"	3' 8-1/2"	2' 11-3/16"
34"	3' 4-1/2"	3' 5-9/16"	3' 5-1/2"	3' 4-9/16"	3' 9-1/2"	3' 0-9/16"
35"	3' 5-1/2"	3' 7"	3' 6-1/2"	3' 6"	3' 10-1/2"	3' 2"
36"	3' 6-1/2"	3' 8-7/16"	3' 7-1/2"	3' 7-7/16"	3' 11-1/2"	3' 3-7/16"
37"	3' 7-1/2"	3' 9-13/16"	3' 8-1/2"	3' 8-13/16"	4' 0-1/2"	3' 4-13/16"
38"	3' 8-1/2"	3' 11-1/4"	3' 9-1/2"	3' 10-1/4"	4' 1-1/2"	3' 6-1/4"
39"	3' 9-1/2"	4' 0-11/16"	3' 10-1/2"	3' 11-11/16"	4' 2-1/2"	3' 7-11/16"
40"	3' 10-1/2"	4' 2-1/16"	3' 11-1/2"	4' 1-1/16"	4' 3-1/2"	3' 9-1/16"
41"	3' 11-1/2"	4' 3-1/2"	4' 0-1/2"	4' 2-1/2"	4' 4-1/2"	3' 10-1/2"
42"	4' 0-1/2"	4' 4-7/8"	4' 1-1/2"	4' 3-7/8"	4' 5-1/2"	3' 11-7/8"
43"	4' 1-1/2"	4' 6-5/16"	4' 2-1/2"	4' 5-5/16"	4' 6-1/2"	4' 1-5/16"
44"	4' 2-1/2"	4' 7-3/4"	4' 3-1/2"	4' 6-3/4"	4' 7-1/2"	4' 2-3/4"
45"	4' 3-1/2"	4' 9-1/8"	4' 4-1/2"	4' 8-1/8"	4' 8-1/2"	4' 4-1/8"
46"	4' 4-1/2"	4' 10-9/16"	4' 5-1/2"	4' 9-9/16"	4' 9-1/2"	4' 5-9/16"
47"	4' 5-1/2"	4' 11-15/16"	4' 6-1/2"	4' 10-15/16"	4' 10-1/2"	4' 6-15/16"
48"	4' 6-1/2"	5' 1-3/8"	4' 7-1/2"	5' 0-3/8"	4' 11-1/2"	4' 8-3/8"
49"	4' 7-1/2"	5' 2-13/16"	4' 8-1/2"	5' 1-13/16"	5' 0-1/2"	4' 9-13/16"
50"	4' 8-1/2"	5' 4-3/16"	4' 9-1/2"	5' 3-3/16"	5' 1-1/2"	4' 11-3/16"
51"	4' 9-1/2"	5' 5-5/8"	4' 10-1/2"	5' 4-5/8"	5' 2-1/2"	5' 0-5/8"
52"	4' 10-1/2"	5' 7-1/16"	4' 11-1/2"	5' 6-1/16"	5' 3-1/2"	5' 2-1/16"
53"	4' 11-1/2"	5' 8-7/16"	5' 0-1/2"	5' 7-7/16"	5' 4-1/2"	5' 3-7/16"
54"	5' 0-1/2"	5' 9-7/8"	5' 1-1/2"	5' 8-7/8"	5' 5-1/2"	5' 4-7/8"
55"	5' 1-1/2"	5' 11-5/16"	5' 2-1/2"	5' 10-5/16"	5' 6-1/2"	5' 6-5/16"

NOTE: DIMENSIONS APPLICABLE FOR SIGMA COMPACT BENDS. FOR TYLER COMPACT BENDS, ADD 1/2" TO "D" DIMENSION AND SUBTRACT 1/2" FROM "L" DIMENSION. FOR OTHER FITTINGS REFER TO MANUFACTURER'S RECOMMENDATIONS.

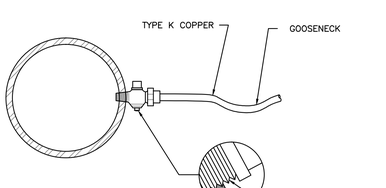
TYPICAL MAIN OFFSET

NOT TO SCALE



SERVICE SADDLE

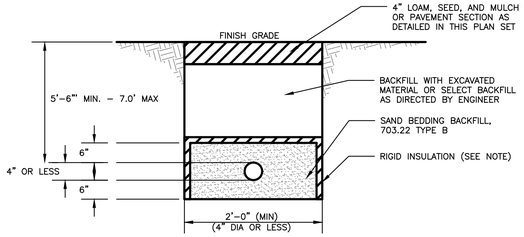
(ALL THREAD SIZES)



SERVICE TAP

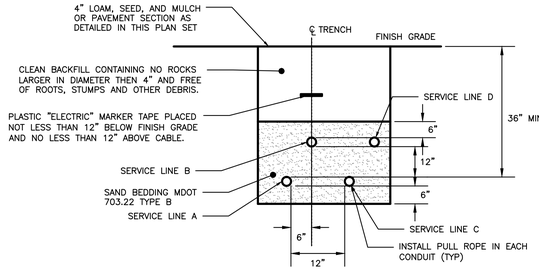
(3/4" AND 1" C.C. THREAD)
NOT TO SCALE

NOTE:
1. THE WATER TRENCH SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE PORTLAND WATER DISTRICT STANDARD DETAILS & SPECIFICATIONS.
2. IF LESS THAN 5'-6" OF COVER IS POSSIBLE ADD 1 INCH OF "BLUE DOW" RIGID INSULATION FOR EVERY 12" LESS COVER.



WATER SERVICE TRENCH SECTION DETAIL

NOT TO SCALE



CONDUIT TYPE				
SERVICE	CONDUIT SIZE	GRASS AND PAVED AREAS	UTILITY	REMARKS
A	2–5"	SCHEDULE 40 PVC ELECTRICAL GRADE	PRIMARY POWER	SEE NOTE 1
B	2–4"	SCHEDULE 40 PVC	COMMUNICATION	–
C	2–4"	SCHEDULE 40 PVC ELECTRICAL GRADE	SPARE	IF REQUIRED
D	2–4"	SCHEDULE 40 PVC	CABLE	–

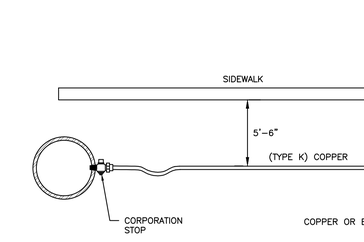
NOTE:

1. ONE CONDUIT CAPPED FOR SPARE, PROVIDE GALVANIZED STEEL LONG SWEEP AT RISER POLE AND EXTEND GALVANIZED CONDUIT TO 10" ABOVE GRADE AT POLE WITH STAND-OFF BRACKETS.

2. MINIMUM SEPARATION OF 24 INCHES BETWEEN PRIMARY CABLE/CONDUIT AND GAS LINES SHALL BE MAINTAINED.

UTILITY TRENCH – PRIMARY AND SECONDARY POWER, TELEPHONE, AND CABLE

NOT TO SCALE



TYPICAL SERVICE CONNECTION

NOT TO SCALE

END SECTION

TOP VIEW

END VIEW

NOTE: SEE THRUST/RETAINER GLAND SCHEDULE FOR TYPE OF BLOCKING TO BE USED ON BENDS

REGULAR BEND

THRUST BLOCKING

NOT TO SCALE

PERMIT PLAN
NOT FOR CONSTRUCTION

ISSUED FOR	BY
	DATE
PRELIMINARY SUB	WHS 7/14/15
UTILITY STUB	WHS 4/14/15
COMMENT RESPONSE	WHS 5/18/15
REVISION	REV. / DATE

UTILITY DETAILS

EAST BAYSIDE LOFTS

REDFERN BAYSIDE, LLC.
P.O. BOX 8816 PORTLAND, ME 04104

DRAWING NAME | PROJECT NAME: | CLIENT:

ACORN ENGINEERING, INC.
ENGINEERING, INC.
158 DANFORTH STREET PORTLAND MAINE 04102
(207) 775-2655

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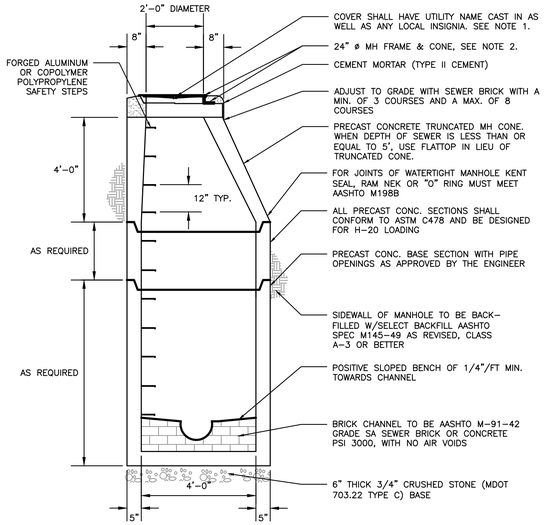
FILE:	1053_DETAILS
DATE:	12/5/2014
JN:	1053
SCALE:	NTS
DESIGNED BY:	WHS
DRAWN BY:	MAC
CHECKED BY:	WHS

STATE OF MAINE
WILLIAM H. SAVAGE
No. 11419
4-14-15
LICENSED PROFESSIONAL ENGINEER

DRAWING NO.
C-42

NOTES:

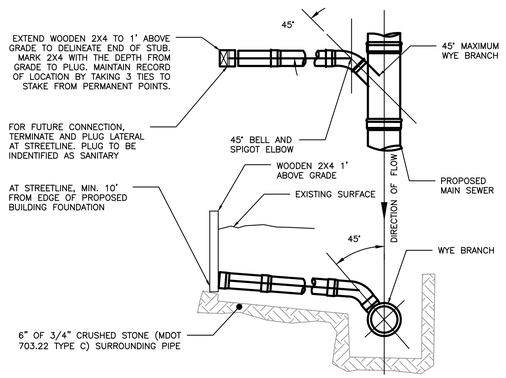
1. MANHOLE COVER FOR SEWER MANHOLE SHALL BE ENGRAVED "SEWER", AND SHALL BE EITHER ITEM # 2160A AS MANUFACTURED BY EAST JORDAN CO. OR ITEM # 14960002 AS MANUFACTURED BY NEENAH FOUNDRY. MANHOLE COVER FOR STORM SEWER SHALL BE ENGRAVED "DRAIN", AND SHALL BE EITHER ITEM # 2160A AS MANUFACTURED BY EAST JORDAN CO. OR ITEM # 14960003 AS MANUFACTURED BY NEENAH FOUNDRY.
2. MANHOLE FRAME SHALL BE EITHER ITEM # 14960001, AS MANUFACTURED BY NEENAH FOUNDRY, OR ITEM # 1960Z, AS MANUFACTURED BY EAST JORDAN CO.
3. WITHIN CITY OF PORTLAND ROW, STORM DRAIN MANHOLE SHALL CONFORM WITH "STANDARD PRECAST SEWER MANHOLE DETAIL", WITH THE EXCEPTION THAT THE COVER SHALL BE MARKED AS "DRAIN". REFER TO CITY OF PORTLAND TECHNICAL MANUAL, SECTION 2 – SANITARY SEWER AND STORM DRAIN, FIGURE II–1
4. SUBMITTAL REQUIRED FOR MANHOLES, MANHOLE FRAMES & MANHOLE COVERS



STANDARD PRECAST SEWER MANHOLE

NOT TO SCALE

NOTES:
1) LOCATION WITH WARNING TAPE SHALL BE INSTALLED OVER CENTERLINE OF PIPE AT A MAXIMUM OF 24 INCHES BELOW FINISH GRADE.
2) SITE CONTRACTOR TO COORDINATE CONNECTION OF SEWER LATERAL TO HOUSEHOLD PLUMBING WITH ARCHITECTURAL CONTRACTOR
3) CONNECTION OF PROPOSED SEWER LATERAL TO HOUSEHOLD PLUMBING SHOULD INCORPORATE USE OF SIMILAR PIPE MATERIALS. IN THE CASE OF DISSIMILAR PIPES BEING USED, A FERNCO FLEXIBLE COUPLING SHALL BE USED.

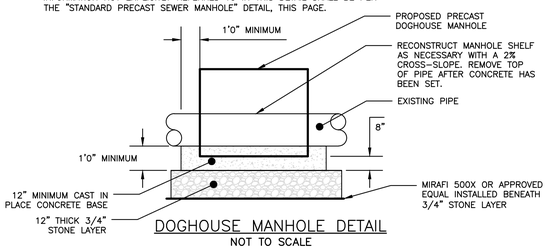


SEWER TEE/WYE CONNECTION DETAIL

NOT TO SCALE

NOTES:

1. DOGHOUSE MANHOLE MAY BE SET ON 8"X8"X16" CONCRETE BLOCKS DURING CONCRETE CURING PROCESS.
2. UNLESS OTHERWISE SPECIFIED, CONCRETE SHALL BE 4000 PSI @28 DAYS.
3. RECONSTRUCT INTERIOR MANHOLE INVERT AS NECESSARY TO ACCOMMODATE NEW PIPE.
4. FILL DOGHOUSE OPENING WITH 3000 PSI @28 DAYS CONCRETE. PLACE WATER PROOFING SEALANT AT JOINT.
5. THIS DETAIL IS INTENDED TO PROVIDE ADDITIONAL INFORMATION TO THE CONTRACTOR IN REGARDS TO THE CONNECTION OF THE DOGHOUSE MANHOLE BASE TO THE EXISTING SANITARY SEWER SYSTEM. MANHOLE INSTALLATION INFORMATION NOT EXPLICITLY REFERRED TO IN THIS DETAIL SHALL BE PER THE "STANDARD PRECAST SEWER MANHOLE" DETAIL, THIS PAGE.

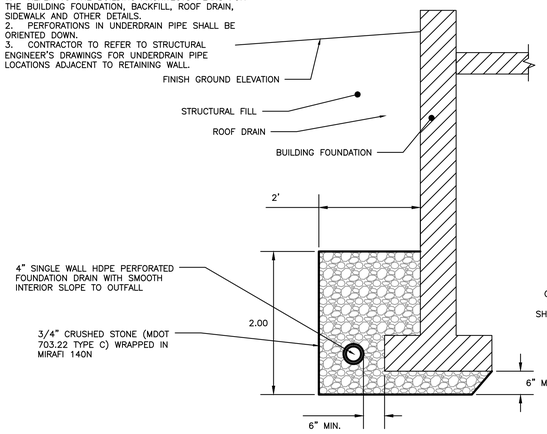


DOGHOUSE MANHOLE DETAIL

NOT TO SCALE

NOTE:
ALL CATCH BASIN PIPES SHALL HAVE A CATCH BASIN HOOD, PER DETAIL THIS SHEET.

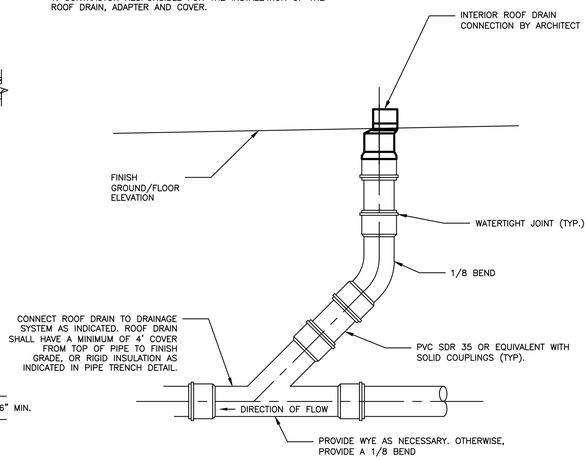
NOTES:
1. REFER TO THE BUILDING ARCHITECTS PLANS FOR THE BUILDING FOUNDATION, BACKFILL, ROOF DRAIN, SIDEWALK AND OTHER DETAILS.
2. PERFORATIONS IN UNDERDRAIN PIPE SHALL BE ORIENTED DOWN.
3. CONTRACTOR TO REFER TO STRUCTURAL ENGINEER'S DRAWINGS FOR UNDERDRAIN PIPE LOCATIONS ADJACENT TO RETAINING WALL.



FOUNDATION DRAIN DETAIL

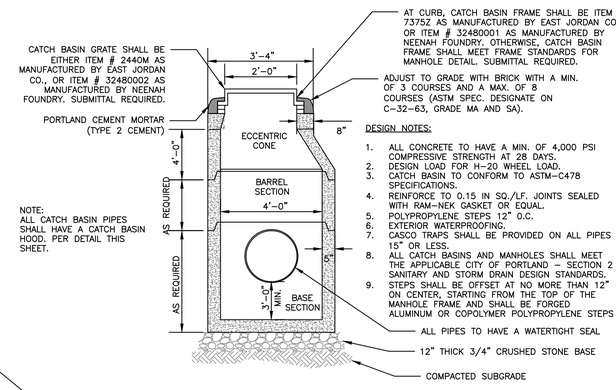
NOT TO SCALE

NOTES:
1. CONTRACTOR RESPONSIBLE FOR THE INSTALLATION OF THE ROOF DRAIN, ADAPTER AND COVER.



ROOF DRAIN DETAIL

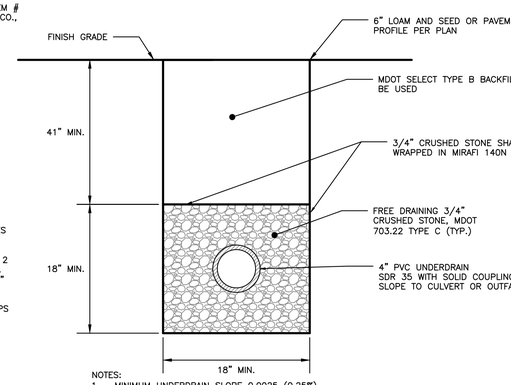
NOT TO SCALE



DESIGN NOTES:
1. ALL CONCRETE TO HAVE A MIN. OF 4,000 PSI COMPRESSIVE STRENGTH AT 28 DAYS.
2. DESIGN LOAD FOR H–20 WHEEL LOAD.
3. CATCH BASIN TO CONFORM TO ASTM–C478 SPECIFICATIONS.
4. REINFORCE TO 0.15 IN SQ./LF. JOINTS SEALED WITH RAM–NEK GASKET OR EQUAL.
5. POLYPROPYLENE STEPS 12" O.C.
6. EXTERIOR WATERPROOFING.
7. CASCO TRAPS SHALL BE PROVIDED ON ALL PIPES 15" OR LESS.
8. ALL CATCH BASINS AND MANHOLES SHALL MEET THE APPLICABLE CITY OF PORTLAND – SECTION 2 SANITARY AND STORM DRAIN DESIGN STANDARDS.
9. STEPS SHALL BE OFFSET AT NO MORE THAN 12" ON CENTER, STARTING FROM THE TOP OF THE MANHOLE FRAME AND SHALL BE FORGED ALUMINUM OR COPOLYMER POLYPROPYLENE STEPS

4'–0" DIAMETER PRECAST CATCH BASIN

NOT TO SCALE

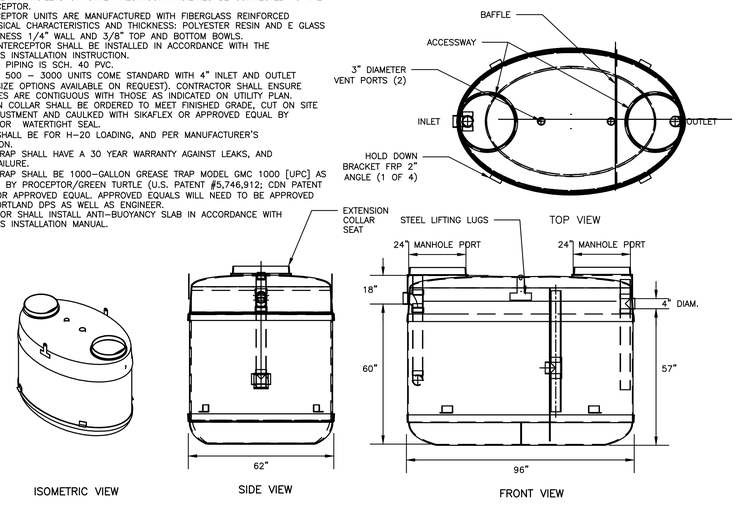


NOTES:
1. MINIMUM UNDERDRAIN SLOPE 0.0025 (0.25%)
2. PERFORATIONS IN UNDERDRAIN PIPE SHALL BE ORIENTED DOWN.
3. IF MINIMUM DEPTH IS NOT ATTAINABLE PIPE SHALL HAVE RIGID INSULATION AS INDICATED IN PIPE TRENCH DETAIL.

UNDERDRAIN DETAIL

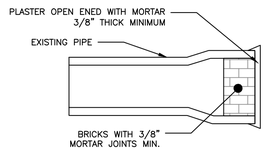
NOT TO SCALE

1. FOR GRAVITY APPLICATIONS ONLY. GREASE INTERCEPTOR SHALL ONLY BE ATTACHED TO KITCHEN DRAINAGE THAT IS SUSCEPTIBLE TO FATS, OILS AND GREASE, IN NO CASE SHALL ANY TOILETS OR OTHER RESTROOM FACILITIES BE CONNECTED TO THE GREASE INTERCEPTOR.
2. ALL PROCEPTOR UNITS ARE MANUFACTURED WITH FIBERGLASS REINFORCED PLASTICS. PHYSICAL CHARACTERISTICS AND THICKNESS: POLYESTER RESIN AND E GLASS MINIMUM THICKNESS 1/4" WALL AND 3/8" TOP AND BOTTOM BOWLS.
3. GREASE INTERCEPTOR SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURERS INSTALLATION INSTRUCTION.
4. STANDARD PIPING IS SCH. 40 PVC.
5. GMC/GMC 500 – 3000 UNITS COME STANDARD WITH 4" INLET AND OUTLET (OTHER PIPE SIZE OPTIONS AVAILABLE ON REQUEST). CONTRACTOR SHALL ENSURE THAT PIPE SIZES ARE CONTIGUOUS WITH THOSE AS INDICATED ON UTILITY PLAN.
6. EXTENSION COLLAR SHALL BE ORDERED TO MEET FINISHED GRADE, CUT ON SITE FOR FINAL ADJUSTMENT AND CAULKED WITH SIKAFLEX OR APPROVED EQUAL BY CONTRACTOR FOR WATERTIGHT SEAL.
7. COVERS SHALL BE FOR H–20 LOADING, AND PER MANUFACTURER'S RECOMMENDATION.
8. GREASE TRAP SHALL HAVE A 30 YEAR WARRANTY AGAINST LEAKS, AND STRUCTURAL FAILURE.
9. GREASE TRAP SHALL BE 1000–GALLON GREASE TRAP MODEL GMC 1000 [UPC] AS MANUFACTURED BY PROCEPTOR/GREEN TURTLE (U.S. PATENT #5,746,912; CDN PATENT #2,195,822), OR APPROVED EQUAL. APPROVED EQUALS WILL NEED TO BE APPROVED BY CITY OF PORTLAND DPS AS WELL AS ENGINEER.
10. CONTRACTOR SHALL INSTALL ANTI–BUOYANCY SLAB IN ACCORDANCE WITH MANUFACTURERS INSTALLATION MANUAL.



1000–GALLON GREASE INTERCEPTOR DETAIL

NOT TO SCALE

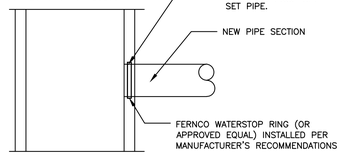


DESIGN NOTES:
1. IT IS ASSUMED THAT THE EXISTING PIPE IS OF VITRIFIED CLAY CONSTRUCTION. USE CAP OR PLUG FOR PVC PIPE

MASONRY PLUG

NOT TO SCALE

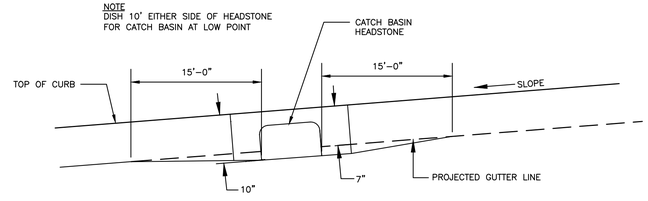
NOTES:
1. RECONSTRUCT INTERIOR MANHOLE INVERT AS NECESSARY TO ACCOMMODATE NEW PIPE.
2. PLACE NON–SHRINK GROUT AND WIRE–CUT BRICKS AROUND PIPE CONNECTIONS AS NECESSARY.



NEW PIPE TO EXISTING STRUCTURE

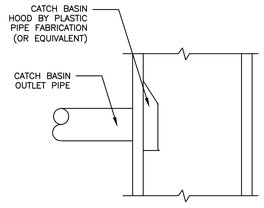
NOT TO SCALE

NOTE
DISH 10' EITHER SIDE OF HEADSTONE FOR CATCH BASIN AT LOW POINT



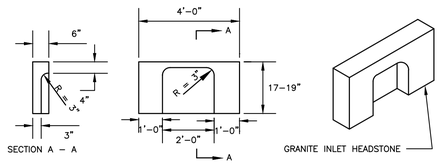
PAVEMENT GRADING ON SLOPES FOR CATCH BASIN AND INLET

NOT TO SCALE



CATCH BASIN HOOD

NOT TO SCALE



4' GRANITE HEADSTONE FOR CATCH BASIN INLET

NOT TO SCALE

PERMIT PLAN
NOT FOR
CONSTRUCTION

ISSUED FOR	BY DATE
PRELIMINARY SUB	WHS 7/14/15
UTILITY STUB	WHS 4/14/15
COMMENT RESPONSE	WHS 5/18/15
REVISION	REV. DATE

DRAINAGE DETAILS

EAST BAYSIDE LOFTS

REDFERN BAYSIDE, LLC.
P.O. BOX 8816 PORTLAND, ME 04104

DRAWING NAME | PROJECT NAME | CLIENT

ACORN ENGINEERING, INC.
158 DANFORTH STREET PORTLAND MAINE 04102
(207) 775–2655

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY MODIFICATIONS MADE TO THIS PLAN OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

FILE:	1053_DETAILS
DATE:	12/5/2014
JN:	1053
SCALE:	NTS
DESIGNED BY:	WHS
DRAWN BY:	MAG
CHECKED BY:	WHS

STATE OF MAINE
WILLIAM H. SAVAGE
No. 11418
4-14-15
LICENSED
PROFESSIONAL ENGINEER

DRAWING NO.
C-43

1.0 EROSION CONTROL MEASURES AND SITE STABILIZATION

AS PART OF THE SITE DEVELOPMENT, THE FOLLOWING TEMPORARY AND PERMANENT EROSION AND SEDIMENTATION CONTROL DEVICES SHALL BE IMPLEMENTED. DEVICES SHALL BE INSTALLED AS DESCRIBED IN THIS REPORT OR WITHIN THE PLAN SET. SEE THE MAINE EROSION AND SEDIMENT CONTROL HANDBOOK FOR CONSTRUCTION: BEST MANAGEMENT PRACTICES FOR FURTHER REFERENCE.

1.1 TEMPORARY EROSION CONTROL MEASURES

THE FOLLOWING TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES ARE PLANNED FOR THE PROJECT'S CONSTRUCTION PERIOD.

1.1.1 CRUSHED STONE STABILIZED CONSTRUCTION ENTRANCES SHALL BE PLACED AT ALL ACCESS POINTS TO THE PROJECT SITE WHERE THERE ARE DISTURBED AREAS. THE FOLLOWING SPECIFICATIONS SHALL BE FOLLOWED AT A MINIMUM:

- STONE SIZE SHALL BE 2–3 INCHES, OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT.
- THE THICKNESS OF THE ENTRANCE SHALL BE NO LESS THAN 6 INCHES.
- THE ENTRANCE SHALL NOT BE LESS THAN 20 FEET WIDE, HOWEVER NOT LESS THAN THE FULL WIDTH OF POINTS WHERE INGRESS OR EGRESS OCCURS. THE LENGTH SHALL NOT BE LESS THAN 50 FEET IN LENGTH.
- GEOTEXTILE FABRIC (WOVEN OR NON WOVEN) SHALL BE PLACED OVER THE ENTIRE ENTRANCE AREA. PIPING FOR SURFACE WATER DRAINAGE SHALL BE PROVIDED UNDER THE ENTRANCE; HOWEVER A MOUNTABLE BERM WITH 5:1 SLOPES SHALL BE PERMITTED.
- THE ENTRANCE/EXIT SHALL BE MAINTAINED TO THE EXTENT THAT IT WILL PREVENT THE TRACKING OF SEDIMENT ONTO PUBLIC ROAD WAYS.

1.1.2 SILTATION FENCE OR EROSION CONTROL BERM SHALL BE INSTALLED DOWN GRADIENT OF ANY DISTURBED AREAS TO TRAP RUNOFF BORNE SEDIMENTS UNTIL PERMANENT STABILIZATION IS ACHIEVED. THE SILT FENCE OR EROSION CONTROL BERM SHALL BE INSTALLED PER THE DETAILS PROVIDED IN THE PLAN SET AND INSPECTED BEFORE AND IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. REPAIRS SHALL BE MADE IF THERE ARE ANY SIGNS OF EROSION OR SEDIMENTATION BELOW THE FENCE LINE OR BERM. IF THERE ARE SIGNS OF UNDERCUTTING AT THE CENTER OR THE EDGES, OR IMPOUNDING OF LARGE VOLUMES OF WATER BEHIND THE FENCE OR BERM, THE BARRIER SHALL BE REPLACED WITH A STONE CHECK DAM.

1.1.3 HAY MULCH INCLUDING HYDRO SEEDING IS INTENDED TO PROVIDE COVER FOR DENUDED OR SEEDED AREAS UNTIL REVEGETATION IS ESTABLISHED. MULCH PLACED BETWEEN APRIL 15TH AND NOVEMBER 1ST ON SLOPES OF LESS THAN 15 PERCENT SHALL BE COVERED BY FABRIC NETTING AND ANCHORED WITH STAPLES IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATION. MULCH PLACED BETWEEN NOVEMBER 1ST AND APRIL 15TH ON SLOPES EQUAL TO OR STEEPER THAN 8 PERCENT AND EQUAL TO OR FLATTER THAN 2:1 SHALL USE MATS OR FABRIC NETTING AND ANCHORED WITH STAPLES IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATION.

1.1.4 AT ANY TIME OF THE YEAR, ALL SLOPES GREATER THAN 3:1 SHALL BE STABILIZED WITH DOUBLE NET EROSION CONTROL BLANKET BIONET SC150BN BY NORTH AMERICAN GREEN OR APPROVED EQUAL, OR EROSION CONTROL MIX SLOPE PROTECTION AS DETAILED WITHIN THE PLANS.

1.1.5 ALL STREETS USED AS CONSTRUCTION ENTRANCES SHALL BE SWEPT TO CONTROL MUD AND DUST AS NECESSARY. ADD ADDITIONAL STONE TO THE STABILIZED CONSTRUCTION ENTRANCE TO MINIMIZE THE TRACKING OF MATERIAL OFF THE SITE AND ONTO THE SURROUNDING ROADWAYS.

1.1.6 DURING CLEARING AND GRUBBING OPERATIONS, STONE CHECK DAMS SHALL BE INSTALLED AT ANY AREAS OF CONCENTRATED FLOW. THE MAXIMUM HEIGHT OF THE CHECK DAM SHALL NOT EXCEED 2 FEET. THE CENTER OF THE CHECK DAM SHALL BE AT LEAST 6 INCHES BELOW THE OUTER EDGES OF THE DAM. THE CONTRACTOR SHALL MULCH THE SIDE SLOPES AND INSTALL STONE CHECK DAMS FOR ALL NEWLY EXCAVATED DITCH LINES WITHIN 24 HOURS OF THEIR CREATION.

1.1.7 SILT FENCE STAKE SPACING SHALL NOT EXCEED 6 FEET UNLESS THE FENCE IS SUPPORTED WITH 14 GAUGE WIRE IN WHICH CASE THE MAXIMUM SPACING SHALL NOT EXCEED 10 FEET. THE SILT FENCE SHALL BE "TOED" INTO THE GROUND.

1.1.8 STORMDRAIN INLET PROTECTION SHALL BE PROVIDED THROUGH THE USE OF ANY OF THE FOLLOWING: HAY BALE DROP INLET STRUCTURES, SILT FENCE DROP INLET SEDIMENT FILTER, GRAVEL AND WIRE MESH DROP INLET SEDIMENT FILTER, OR CURB INLET SEDIMENT FILTER. BARRIERS SHALL BE INSPECTED AFTER EVERY RAINFALL EVENT AND REPAIRED AS NECESSARY. SEDIMENTS SHALL BE REMOVED WHEN ACCUMULATION HAS REACHED ½ THE DESIGN HEIGHT.

1.1.9 DUST CONTROL SHALL BE ACCOMPLISHED BY THE USE OF ANY OF THE FOLLOWING: WATER, CALCIUM CHLORIDE, STONE, OR AN APPROVED MDEP PRODUCT. DUST CONTROL SHALL BE APPLIED AS NEEDED TO ACCOMPLISH DUST CONTROL.

1.1.10 TEMPORARY LOAM, SEED, AND MULCHING SHALL BE USED IN AREAS WHERE NO OTHER EROSION CONTROL MEASURE IS USED. APPLICATION RATES FOR SEEDING ARE PROVIDED AT THE END OF THIS REPORT.

1.1.11 STOCKPILES SHALL BE STABILIZED WITHIN 7 DAYS OF FORMATION UNLESS A SCHEDULED RAIN EVENT OCCURS PRIOR TO THE 7 DAY WINDOW, IN WHICH CASE THE STOCKPILE SHALL BE STABILIZED PRIOR TO THE RAIN EVENT. METHODS OF STABILIZATION SHALL BE MULCH, EROSION CONTROL MIX, OR EROSION CONTROL BLANKETS/MATS. SILT FENCE OR A WOOD WASTE COMPOST FILTER BERM SHALL BE PLACED DOWNHILL OF ANY SOIL STOCKPILE LOCATION.

1.1.12 FOR DISTURBANCE BETWEEN NOVEMBER 1 AND APRIL 15, PLEASE REFER TO WINTER STABILIZATION PLAN IN THIS REPORT AND THE MAINE EROSION AND SEDIMENT CONTROL BMP MANUAL FOR FURTHER INFORMATION.

1.1.13 IT IS OF THE UTMOST IMPORTANCE THAT STORMWATER RUNOFF AND POTENTIAL SEDIMENT FROM THE CONSTRUCTION SITE BE DIVERTED AROUND THE PROPOSED UNDERDRAINS UNTIL THE TRENCH IS BACKFILLED.

1.2 PERMANENT EROSION CONTROL MEASURES

THE FOLLOWING PERMANENT EROSION CONTROL MEASURES ARE INTENDED FOR POST DISTURBANCE AREAS OF THE PROJECT.

1.2.1 ALL DISTURBED AREAS DURING CONSTRUCTION, NOT SUBJECT TO OTHER PROPOSED CONDITIONS, SHALL RECEIVE A MINIMUM 4"OF LOAM, LIMED, FERTILIZED, SEEDED, AND MULCHED. EROSION CONTROL BLANKETS OR MATS SHALL BE PLACED OVER THE MULCH IN AREAS NOTED IN PARAGRAPH 4.1 OF THIS REPORT.

1.2.2 ALL STORMDRAIN OUTLETS SHALL HAVE RIPRAP APRONS OR STABILIZED SWALES AS DEPICTED ON THE PLANS. THE RIPRAP APRONS OR STABILIZED APRONS SHALL BE CONSTRUCTED WITHIN 48 HOURS OF THE CONSTRUCTION OF THE STORMDRAIN OUTLET.

1.2.3 ALL STORMWATER DEVICES SHALL BE INSTALLED AND STABILIZED PRIOR RECEIVING STORMWATER.

1.2.4 REFER TO THE MAINE EROSION AND SEDIMENT CONTROL BMP MANUAL FOR ADDITIONAL INFORMATION.

2.0 EROSION AND SEDIMENTATION CONTROL PLAN

2.1 THE EROSION AND SEDIMENTATION CONTROL PLAN IS INCLUDED WITHIN THE PLAN SET.

3.0 DETAILS AND SPECIFICATIONS

3.1 EROSION CONTROL DETAILS AND SPECIFICATION ARE INCLUDED IN THE PLAN SET.

4.0 STABILIZATION PLAN FOR WINTER CONSTRUCTION

WINTER CONSTRUCTION CONSISTS OF EARTHWORK DISTURBANCE BETWEEN THE DATES OF NOVEMBER 1 AND APRIL 15. IF A CONSTRUCTION SITE IS NOT STABILIZED WITH PAVEMENT, A ROAD GRAVEL BASE, 75% MATURE VEGETATION COVER OR RIPRAP BY NOVEMBER 15, THEN THE SITE SHALL BE PROTECTED WITH OVER-WINTER STABILIZATION. ANY AREA NOT STABILIZED WITH PAVEMENT, VEGETATION, MULCHING, EROSION CONTROL MIX, EROSION CONTROL MATS, RIPRAP OR GRAVEL BASE ON A ROAD SHALL BE CONSIDERED OPEN.

THE CONTRACTOR SHALL LIMIT THE WORK AREA TO AREAS THAT WORK WILL OCCUR IN DURING THE SUBSEQUENT 15 DAYS AND SO THAT IT CAN BE MULCHED ONE DAY PRIOR TO A SNOW EVENT. THE CONTRACTOR SHALL STABILIZE WORK AREAS PRIOR TO OPENING ADDITIONAL WORK AREAS TO MINIMIZE AREAS WITHOUT EROSION CONTROL MEASURES.

THE FOLLOWING MEASURES SHALL BE IMPLEMENTED DURING WINTER CONSTRUCTION PERIODS:

4.1 SEDIMENT BARRIERS

DURING FROZEN CONDITIONS, SEDIMENT BARRIERS MAY CONSIST OF EROSION CONTROL MIX BERMS OR ANY OTHER RECOGNIZED SEDIMENT BARRIERS AS FROZEN SOIL PREVENTS THE PROPER INSTALLATION OF HAY BALES OR SILT FENCES.

4.2 MULCHING

ALL AREAS SHALL BE CONSIDERED TO BE DENUDED UNTIL SEEDED AND MULCHED. HAY AND STRAW MULCH SHALL BE APPLIED AT A RATE OF 150 LB. PER 1,000 SQUARE FEET OR 3 TONS/ACRE (TWICE THE NORMAL ACCEPTED RATE OF 75–LBS./1,000 S.F. OR 1.5 TONS/ACRE) AND SHALL BE PROPERLY ANCHORED. EROSION CONTROL MIX MUST BE APPLIED WITH A MINIMUM 4 INCH THICKNESS. MULCH SHALL NOT BE SPREAD ON TOP OF SNOW. THE SNOW SHALL BE REMOVED DOWN TO A ONE–INCH DEPTH OR LESS PRIOR TO APPLICATION. AFTER EACH DAY OF FINAL GRADING, THE AREA SHALL BE PROPERLY STABILIZED WITH ANCHORED HAY OR STRAW OR EROSION CONTROL MATTING. AN AREA SHALL BE CONSIDERED TO HAVE BEEN STABILIZED WHEN EXPOSED SURFACES HAVE BEEN EITHER MULCHED OR ADEQUATELY ANCHORED SO THAT GROUND SURFACE IS NOT VISIBLE THROUGH THE MULCH. BETWEEN THE DATES OF NOVEMBER 1 AND APRIL 15, ALL MULCH SHALL BE ANCHORED BY EITHER MULCH NETTING, TRACKING OR WOOD CELLULOSE FIBER. THE COVER WILL BE CONSIDERED SUFFICIENT WHEN THE GROUND SURFACE IS NOT VISIBLE THROUGH THE MULCH. AFTER NOVEMBER 1ST, MULCH AND ANCHORING OF ALL EXPOSED SOIL SHALL OCCUR AT THE END OF EACH FINAL GRADING WORKDAY.

4.3 SOIL STOCKPILING

STOCKPILES OF SOIL OR SUBSOIL SHALL BE MULCHED FOR OVER WINTER PROTECTION WITH HAY OR STRAW AT TWICE THE NORMAL RATE OR WITH A FOUR–INCH LAYER OF EROSION CONTROL MIX. THIS SHALL BE DONE WITHIN 24 HOURS OF STOCKING AND RE–ESTABLISHED PRIOR TO ANY RAINFALL OR SNOWFALL.

4.4 SEEDING

BETWEEN THE DATES OF OCTOBER 15TH AND APRIL 1ST, LOAM OR SEED SHALL NOT BE REQUIRED. DURING PERIODS OF ABOVE FREEZING TEMPERATURES FINISHED AREAS SHALL BE FINE GRADED AND EITHER PROTECTED WITH MULCH OR TEMPORARILY SEEDED AND MULCHED UNTIL SUCH TIME AS THE FINAL TREATMENT CAN BE APPLIED. IF THE DATE IS AFTER NOVEMBER 1ST AND IF THE EXPOSED AREA HAS NOT BEEN LOAMED, FINAL GRADING WITH A UNIFORM SURFACE, THEN THE AREA MAY BE DORMANT SEEDED AT A RATE OF 3 TIMES HIGHER THAN SPECIFIED FOR PERMANENT SEED AND THEN MULCHED.

DORMANT SEEDING MAY BE PLACED PRIOR TO THE PLACEMENT OF MULCH OR EROSION CONTROL BLANKETS. IF DORMANT SEEDING IS USED FOR THE SITE, ALL DISTURBED AREAS SHALL RECEIVE 4: OF LOAM AND SEED AT AN APPLICATION RATE OF 5 LBS/1,000 S.F. ALL AREAS SEEDED DURING THE WINTER SHALL BE INSPECTED IN THE SPRING FOR ADEQUATE CATCH. ALL AREAS INSUFFICIENTLY VEGETATED (LESS THAN 75% CATCH) SHALL BE REVEGETATED BY REPLACING LOAM, SEED AND MULCH. IF DORMANT SEEDING IS NOT USED FOR THE SITE, ALL DISTURBED AREAS SHALL BE REVEGETATED IN THE SPRING.

4.5 OVER WINTER STABILIZATION OF DISTURBED SOILS

BY SEPTEMBER 15TH, ALL DISTURBED SOILS ON AREAS HAVING A SLOPE LESS THAN 15% SHALL BE SEEDED AND MULCHED. IF THE DISTURBED AREAS ARE NOT STABILIZED BY THIS DATE, THEN ONE OF THE FOLLOWING ACTIONS SHALL BE TAKEN TO STABILIZE THE SOIL FOR LATE FALL AND WINTER:

- STABILIZE THE SOIL WITH TEMPORARY VEGETATION – BY OCTOBER 1ST, SEED THE DISTURBED SOIL WITH WINTER RYE AT A SEEDING RATE OF 3LBS PER 1,000 S.F., LIGHTLY MULCH THE SEEDED SOIL WITH HAY OR STRAW AT 75 LBS PER 1,000 S.F., AND ANCHOR THE MULCH WITH PLASTIC NETTING. MONITOR GROWTH OF THE RYE OVER THE NEXT 30 DAYS. IF THE RYE FAILS TO GROW AT LEAST THREE INCHES OR FAILS TO COVER AT LEAST 75% OF THE DISTURBED SOIL BEFORE NOVEMBER 1ST, THEN MULCH THE AREA FOR OVER–WINTER PROTECTION.
- STABILIZE THE SOIL WITH SOD – STABILIZE THE DISTURBED SOIL WITH PROPERLY INSTALLED SOD BY OCTOBER 1ST. PROPER INSTALLATION INCLUDES PINNING THE SOD ONTO THE SOIL WITH WIRE PINS, ROLLING THE SOD TO GUARANTEE CONTACT BETWEEN THE SOD AND UNDERLYING SOIL, AND WATERING THE SOD TO PROMOTE ROOT GROWTH INTO THE DISTURBED SOIL.
- STABILIZE THE SOIL WITH MULCH – BY NOVEMBER 15TH, MULCH THE DISTURBED SOIL BY SPREADING HAY OR STRAW AT A RATE OF AT LEAST 150 LBS PER 1,000 S.F. ON THE AREA SO THAT NO SOIL IS VISIBLE THROUGH THE MULCH. IMMEDIATELY AFTER APPLYING THE MULCH, ANCHOR THE MULCH WITH PLASTIC NETTING TO PREVENT WIND FROM MOVING THE MULCH OFF THE DISTURBED SOIL.

4.6 OVER WINTER STABILIZATION OF DISTURBED SLOPES

ALL STONE–COVERED SLOPES SHALL BE CONSTRUCTED AND STABILIZED BY NOVEMBER 15TH. ALL SLOPES TO BE VEGETATED SHALL BE SEEDED AND MULCHED BY SEPTEMBER 1ST. A SLOPE IS CONSIDERED A GRADE GREATER THAN 15%. IF A SLOPE TO BE VEGETATED IS NOT STABILIZED BY SEPTEMBER 1ST, THEN ONE OF THE FOLLOWING ACTION SHALL BE TAKEN TO STABILIZE THE SLOPE FOR LATE FALL AND WINTER:

- STABILIZE THE SOIL WITH TEMPORARY VEGETATION AND EROSION CONTROL MATS – BY OCTOBER 1ST THE DISTURBED SLOPE SHALL BE SEEDED WITH WINTER RYE AT A SEEDING RATE OF 3 LBS PER 1,000 S.F. AND THEN INSTALL EROSION CONTROL MATS OR ANCHORED MULCH OVER THE SEEDING. IF THE RYE FAILS TO GROW AT LEAST THREE INCHES OR FAILS TO COVER AT LEAST 75% F THE SLOPE BY NOVEMBER 1ST, THEN THE CONTRACTOR SHALL COVER THE SLOPE WITH A LAYER OF EROSION CONTROL MIX OR WITH STONE RIPRAP.
- STABILIZE THE SOIL WITH SOD – THE DISTURBED SLOPE SHALL BE STABILIZED WITH PROPERLY INSTALLED SOD BY OCTOBER 1ST. PROPER INSTALLATION INCLUDES THE CONTRACTOR PINNING THE SOD ONTO THE SLOPE WITH WIRE PINS, ROLLING THE SOD TO GUARANTEE CONTACT BETWEEN THE SOD AND UNDERLYING SOIL, AND WATERING THE SOD TO PROMOTE ROOT GROWTH INTO THE DISTURBED SOIL. THE CONTRACTOR SHALL NOT USE LATE–SEASON SOD INSTALLATION TO STABILIZE SLOPES HAVING A GRADE GREATER THAN 3H:1V OR HAVING GROUNDWATER SEEPS ON THE SLOPE FACE.
- STABILIZE THE SOIL WITH EROSION CONTROL MIX – EROSION CONTROL MIX SHALL BE PROPERLY INSTALLED BY NOVEMBER 15TH. THE CONTRACTOR SHALL NOT USE EROSION CONTROL MIX TO STABILIZE SLOPES HAVING GRADES GREATER THAN 2H:1V OR HAVING GROUNDWATER SEEPS ON THE SLOPE FACE.
- STABILIZE THE SOIL WITH STONE RIPRAP – PLACE A LAYER OF STONE RIPRAP ON THE SLOPE BY NOVEMBER 15TH. A REGISTERED PROFESSIONAL ENGINEER SHALL BE HIRED TO DETERMINE THE STONE SIZE NEEDED FOR STABILITY ON THE SLOPE AND TO DESIGN A FILTER LAYER FOR UNDERNEATH THE RIPRAP.

5.0 INSPECTION AND MAINTENANCE

A PERSON WITH KNOWLEDGE OF EROSION AND STORMWATER CONTROL, INCLUDING THE STANDARDS AND CONDITIONS IN THE PERMIT, SHALL CONDUCT PERIODIC VISUAL INSPECTIONS OF INSTALLED EROSION CONTROL MEASURES. THE FREQUENCY OF INSPECTION SHALL OCCUR AT LEAST ONCE EVERY TWO WEEKS, PRIOR TO COMPLETING PERMANENT STABILIZATION MEASURES, AS WELL AS AFTER A "STORM EVENT". A "STORM EVENT" SHALL CONSIST 0.5 INCHES OF RAIN WITHIN A 24 HOUR PERIOD. THE FOLLOWING EROSION AND SEDIMENT CONTROL – BEST MANAGEMENT PRACTICES (BMP'S) SHALL INSPECTED IN THE MANNER AS DESCRIBED.

SEDIMENT BARRIERS: HAY BALE BARRIERS, SILT FENCES AND FILTER BERMS SHALL BE INSPECTED AND REPAIRED FOR THE FOLLOWING IF THERE ARE ANY SIGNS OF EROSION OR SEDIMENTATION BELOW THEM. IF THERE ARE SIGNS OF UNDERCUTTING AT THE CENTER OR THE EDGES OF THE BARRIER, OR IMPOUNDING OF LARGE VOLUMES OF WATER BEHIND THEM, SEDIMENT BARRIERS SHALL BE REPLACED WITH A TEMPORARY CHECK DAM. SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER IS STILL NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY. SEDIMENT DEPOSITS SHOULD BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE–HALF THE HEIGHT OF THE BARRIER. FILTER BERMS SHOULD BE RESHAPED AS NEEDED. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED SHOULD BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.

STABILIZED STONE CONSTRUCTION ENTRANCES THE EXIT SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OF SEDIMENT ONTO PUBLIC RIGHTS–OF–WAY. WHEN THE CONTROL PAD BECOMES INEFFECTIVE, THE STONE SHALL BE REMOVED ALONG WITH THE COLLECTED SOIL MATERIAL AND REDISTRIBUTED ON SITE IN A STABLE MANNER. THE ENTRANCE SHOULD THEN BE RECONSTRUCTED. THE CONTRACTOR SHALL SWEEP OR WASH PAVEMENT AT EXITS, WHICH HAVE EXPERIENCED MUD–TRACKING ON TO THE PAVEMENT OR TRAVELED WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH AGGREGATE, WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING STORM DRAINS, DITCHES, OR WATERWAYS.

MULCHED AREAS ALL MULCHES MUST BE INSPECTED PERIODICALLY, IN PARTICULAR AFTER RAINSTORMS, TO CHECK FOR RILL EROSION. IF LESS THAN 90% OF THE SOIL SURFACE IS COVERED BY MULCH, ADDITIONAL MULCH SHALL BE IMMEDIATELY APPLIED. NETS MUST BE INSPECTED AFTER RAIN EVENTS FOR DISLOCATION OR FAILURE. IF WASHOUTS OR BREAKAGE OCCUR, RE–INSTALL THE NETS AS NECESSARY AFTER REPAIRING DAMAGE TO THE SLOPE. INSPECTIONS SHALL TAKE PLACE UNTIL GRASSES ARE FIRMLY ESTABLISHED (95% SOIL SURFACE COVERED WITH GRASS). WHERE MULCH IS USED IN CONJUNCTION WITH ORNAMENTAL PLANTINGS, INSPECT PERIODICALLY THROUGHOUT THE YEAR TO DETERMINE IF MULCH IS MAINTAINING COVERAGE OF THE SOIL SURFACE. REPAIR AS NEEDED.

DUST CONTROL WHEN TEMPORARY DUST CONTROL MEASURES ARE USED, REPETITIVE TREATMENT SHALL BE APPLIED AS NEEDED TO ACCOMPLISH CONTROL.

STORMWATER APPURTENANCES INCLUDING THE UNDERDRAINS, STORM DRAINS, AND CATCH BASINS.

EROSION AND SEDIMENTATION CONTROL INSPECTIONS:

ACORN ENGINEERING HAS PERSONNEL QUALIFIED TO CONDUCT EROSION AND SEDIMENTATION CONTROL INSPECTIONS. FOR FURTHER INFORMATION CONTACT:

CONTACT: WILL SAVAGE, PE
TELEPHONE: (207) 775–2655

QUALIFICATIONS:

- MAINE PROFESSIONAL ENGINEERING LICENSE #11419
- MAINE DEP – CERTIFIED IN MAINTENANCE & INSPECTION OF STORMWATER BMP'S CERT #14
- CERTIFIED EROSION, SEDIMENT AND STORM WATER INSPECTOR (CESSWI) CERT #0293
- CERTIFIED PROFESSIONAL IN EROSION AND SEDIMENT CONTROL (CPESC) CERT. #4620

THE CONTRACTOR HAS SOLE RESPONSIBILITY FOR COMPLYING WITH THE EROSION AND SEDIMENTATION REPORT/PLAN, INCLUDING CONTROL OF FUGITIVE DUST. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY MONETARY PENALTIES RESULTING FROM FAILURE TO COMPLY WITH THESE STANDARDS.

6.0 IMPLEMENTATION SCHEDULE

THE FOLLOWING IMPLEMENTATION SEQUENCE IS INTENDED TO MAXIMIZE THE EFFECTIVENESS OF THE ABOVE DESCRIBED EROSION CONTROL MEASURES. CONTRACTORS SHOULD AVOID OVEREXPOSING DISTURBED AREAS AND LIMIT THE AMOUNT OF STABILIZATION AREA.

1. INSTALL A STABILIZED CONSTRUCTION ENTRANCE IN ALL LOCATIONS WHERE CONSTRUCTION TRAFFIC WILL ENTER AND EXIT THE SITE.
2. INSTALL PERIMETER SILT FENCE OR EROSION CONTROL BERM.
3. INSTALL ALL OTHER EROSION CONTROL DEVICES AS NECESSARY THROUGHOUT THE REMAINDER OF THIS SCHEDULE.
4. CUT AND FILL ONLY AS NECESSARY TO BACKFILL THE RETAINING WALL AND FOUNDATION WALL AS DESIGNED WITHIN THE APPROPRIATE PLAN(S).
5. COMMENCE EARTHWORK OPERATIONS, WALL AND FOUNDATION INSTALLATION.
6. COMMENCE INSTALLATION OF DRAINAGE INFRASTRUCTURE.
7. COMMENCE INSTALLATION OF OTHER UTILITIES.
8. CONTINUE EARTHWORK AND GRADING TO SUBGRADE AS NECESSARY FOR CONSTRUCTION.
9. COMPLETE INSTALLATION OF DRAINAGE INFRASTRUCTURE, AS WELL AS OTHER UTILITY WORK.
10. COMPLETE REMAINING EARTHWORK OPERATIONS.
11. INSTALL SUB–BASE AND BASE GRAVELS IN PAVED AREAS.
12. INSTALL PAVING, CURBING AND BRICKWORK.
13. LOAM, LIME, FERTILIZE, SEED AND MULCH DISTURBED AREAS AND COMPLETE ALL LANDSCAPING.
14. ONCE THE SITE IS STABILIZED AND 90% CATCH OF VEGETATION HAS BEEN OBTAINED, REMOVE ALL TEMPORARY EROSION CONTROL MEASURES.
15. TOUCH UP AREAS WITHOUT A VIGOROUS CATCH OF GRASS WITH LOAM AND SEED.
16. COMPLETE SITE SIGNAGE AND STRIPING.
17. EXECUTE PROPER MAINTENANCE OF ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES THROUGHOUT THE PROJECT.

THE ABOVE IMPLEMENTATION SEQUENCE SHOULD BE GENERALLY FOLLOWED BY THE SITE CONTRACTOR. HOWEVER, THE CONTRACTOR MAY CONSTRUCT SEVERAL ITEMS SIMULTANEOUSLY. THE CONTRACTOR SHALL SUBMIT TO THE OWNER A SCHEDULE OF THE COMPLETION OF THE WORK. IF THE CONTRACTOR IS TO COMMENCE THE CONSTRUCTION OF MORE THAN ONE ITEM ABOVE, THEY SHALL LIMIT THE AMOUNT OF EXPOSED ARE TO THOSE AREAS IN WHICH WORK IS EXPECTED TO BE UNDERTAKEN DURING THE FOLLOWING 30 DAYS.

THE CONTRACTOR SHALL REVEGETATE DISTURBED AREAS AS RAPIDLY AS POSSIBLE. ALL AREAS SHALL BE PERMANENTLY STABILIZED WITHIN 7 DAYS OF FINAL GRADING OR BEFORE A STORM EVENT. THE CONTRACTOR SHALL INCORPORATE PLANNED INLETS AND DRAINAGE SYSTEMS AS EARLY AS POSSIBLE INTO THE CONSTRUCTION PHASE.

7.0 CONCLUSION

THE ABOVE EROSION CONTROL NARRATIVE IS INTENDED TO MINIMIZE THE DEVELOPMENT IMPACT BY IMPLEMENTING TEMPORARY AND PERMANENT EROSION CONTROL MEASURES. THE CONTRACTOR SHALL ALSO REFER TO THE MAINE EROSION AND SEDIMENT CONTROL BMP MANUAL FOR ADDITIONAL INFORMATION.

TEMPORARY SEEDING PLAN

SITE PREPARATION

THE SEEDED AREAS SHALL BE FEASIBLY GRADED OUT TO PROVIDE THE USE OF EQUIPMENT FOR SEEDBED PREPARATION, SEEDING, MULCH APPLICATION, AND MULCH ANCHORING. IF NECESSARY, THE SITE MAY REQUIRE ADDITIONAL TEMPORARY EROSION CONTROL MEASURES OUTLINED IN THE EROSION CONTROL REPORT.

SEEDBED PREPARATION

FERTILIZER SHALL BE APPLIED TO THE SITE AT A RATE OF 13.8 POUNDS PER 1,000 SQUARE FEET. THE COMPOSITION OF THE FERTILIZER SHALL BE 10–10–10 (N–P205–K20) OR EQUIVALENT.

LIMESTONE SHALL BE APPLIED TO THE SITE AT A RATE OF 138 POUNDS PER 1,000 SQUARE FEET.

SEEDING

THE COMPOSITION AND AMOUNT OF TEMPORARY SEED APPLIED TO A SITE SHALL BE DETERMINED BY THE FOLLOWING TABLE:

SEEDPOUNDS / 1,000 S.F.RECOMMENDED SEEDING DATESWINTER RYE2.57AUG–15 TO OCT–10ATS1.84APR–1 TO JUL–1 AUG–15 TO SEP–15ANNUAL RYEGRASS0.92APR–1 TO JUL–1SUDANGRASS0.92MAY–15 TO AUG–15PERENNIAL0.92AUG–15 TO SEP–15
MULCHING

MULCH SHALL BE APPLIED AT A RATE OF 70 LBS – 90 LBS PER 1,000 SQUARE FEET. THE MULCH SHALL BE INSTALLED AT A MINIMUM DEPTH OF 4 INCHES. THE SEEDED AREA SHALL BE MULCHED IMMEDIATELY AFTER SEED IS APPLIED. MULCHING DURING THE WINTER SEASON SHALL BE DOUBLE THE NORMAL AMOUNT.

CONCLUSION

PLEASE REFER TO THE MAINE EROSION AND SEDIMENT CONTROL BMP MANUAL FOR ADDITIONAL INFORMATION PERTAINING TO TEMPORARY SEEDING AND MULCHING.

PERMANENT SEEDING PLAN

SITE PREPARATION

THE SEEDED AREAS SHALL BE FEASIBLY GRADED OUT TO PROVIDE THE USE OF EQUIPMENT FOR SEEDBED PREPARATION, SEEDING, MULCH APPLICATION, AND MULCH ANCHORING. IF NECESSARY, THE SITE MAY REQUIRE ADDITIONAL TEMPORARY EROSION CONTROL MEASURES OUTLINED IN THE EROSION CONTROL REPORT.

SEEDBED PREPARATION

FERTILIZER SHALL BE APPLIED TO THE SITE AT A RATE OF 13.8 POUNDS PER 1,000 SQUARE FEET. THE COMPOSITION OF THE FERTILIZER SHALL BE 10–10–10 (N–P205–K20) OR EQUIVALENT.

LIMESTONE SHALL BE APPLIED TO THE SITE AT A RATE OF 138 POUNDS PER 1,000 SQUARE FEET.

SEEDING

THE COMPOSITION AND AMOUNT OF PERMANENT SEED APPLIED TO A SITE SHALL BE DETERMINED BY THE FOLLOWING TABLE:

SEEDPOUNDS / 1,000 S.F.KENTUCKY BLUEGRASS0.46CREEPING RED FESCUE0.46PERENNIAL RYEGRASS0.11TOTAL1.03
MULCHING

MULCH SHALL BE APPLIED AT A RATE OF 70 LBS – 90 LBS PER 1,000 SQUARE FEET. THE MULCH SHALL BE INSTALLED AT A MINIMUM DEPTH OF 4 INCHES. THE SEEDED AREA SHALL BE MULCHED IMMEDIATELY AFTER SEED IS APPLIED. MULCHING DURING THE WINTER SEASON SHALL BE DOUBLE THE NORMAL AMOUNT.

RECOMMENDATIONS

PERMANENT SEEDING IS RECOMMENDED TO BE COMPLETED IN THE SPRING. LATER SUMMER SEEDING IS ALLOWED IF COMPLETED PRIOR TO SEPTEMBER 1ST. IF SEEDING CANNOT BE ACCOMPLISHED DURING THE PERIODS RECOMMENDED FOR PERMANENT SEEDING, THEN THE CONTRACTOR SHALL PERFORM TEMPORARY SEEDING PER THE TEMPORARY SEEDING PLAN.

CONCLUSION

PLEASE REFER TO THE MAINE EROSION AND SEDIMENT CONTROL BMP MANUAL FOR ADDITIONAL INFORMATION PERTAINING TO PERMANENT SEEDING AND MULCHING.

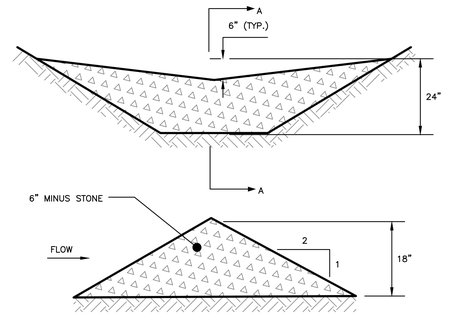
TEMPORARY SEED APPLICATION RATES

SEED	LBS / ACRE	RECOMMENDED SEEDING DATES
WINTER RYE	2.57	8/15 TO 10/1
OATS	1.84	4/1 TO 7/1 8/15 TO 9/15
ANNUAL RYGRASS	0.92	4/1 TO 7/1
SUDANGRASS	0.92	5/15 TO 8/15
PERENNIAL	0.92	8/15 TO 9/15
TOTAL	7.17 LBS/ACRE	

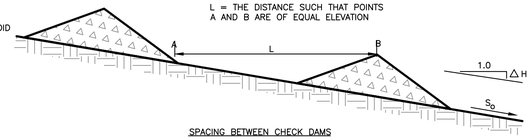
PERMANENT SEED APPLICATION RATES

SEED	LBS / ACRE
KENTUCKY BLUEGRASS	20.00
CREEPING RED FESCUE	20.00
PERENNIAL RYEGRASS	4.80
TOTAL	44.8 LBS/ACRE

PERMIT PLAN
NOT FOR
CONSTRUCTION



SECTION A–A



SPACING BETWEEN CHECK DAMS

So (FT./FT.)	L (FT.)
0.020	75
0.030	50
0.040	40
0.050	30
0.080	20
0.100	10

STONE CHECK DAM

NOT TO SCALE

NOTES:

1) CONTRACTOR SHALL ADD STONE TO ENTRANCE AS MUD/SILT MATERIAL ACCUMULATES

2) STONE SHALL BE 2"–3" COARSE AGGREGATE

3) CONSTRUCTION ENTRANCE SHALL BE GRADED TO N

Plan 12

GENERAL NOTES:
1. ZONING ANALYSIS COMPLETED BY RYAN SENATORE ARCHITECTURE.
2. REFER TO SOREN DENIORD DESIGN STUDIO PLANS FOR LANDSCAPE DRAWINGS AND DECORATIVE SCREEN, PLANS DATED _______.
3. PLANS DEPICT PROPOSED CONDITION WITHIN ANDERSON AND FOX STREET. REFERENCED PLANS TITLED ANDERSON STREET NEIGHBORHOOD BYWAY PROJECT PHASE 1 OF 2, CONSTRUCTION PLANS DATED OCTOBER 2014.
4. FOR INFORMATION REGARDING PROPOSED UTILITY CHANGES, REFER TO UTILITY PLAN, SHEET C–20, MOST RECENT VERSION.
5. FOR INFORMATION REGARDING PROPOSED GRADING CHANGES, REFER TO GRADING PLAN, SHEET C–30, MOST RECENT VERSION.
6. TOTAL SITE AREA INCLUDES 0.53 ACRES. R.O.W. WIDTHS FOR ANDERSON STREET, FOX STREET, AND EVERETT STREET ARE 50–FEET PER EXISTING CONDITIONS PLAN. SEE EXISTING CONDITIONS PLAN INDICATING VARYING PROPERTY LINES ALONG ANDERSON STREET SIDE OF PROPERTY, DATED 3/30/2015.
7. LIGHTING PLAN SEE SWANEY LIGHTING ASSOCIATES, INC. PLAN TITLE 89 ANDERSON, DATED 4/1/15 OR LATER
8. SITE BOUNDARIES PER EXISTING CONDITIONS PLAN AND PROPERTY PINS TO BE SET BY NADEAU LAND SURVEYS
9. AS OF 3/30/2015, SITE IS BOUNDED BY THE FOLLOWING ZONES PER CITY OF PORTLAND GIS WEBSITE:
   9.1. ILB ZONE ON WEST SIDE OF FOX STREET.
   9.2. ROS ZONE ON SOUTH SIDE OF ANDERSON STREET.
   9.3. R6 ZONE ON EAST SIDE OF EVERETT STREET, AND ON NORTHERN BOUNDARY WITH GREENLEAF APARTMENTS, LLC.

SITE PLAT NOTES:
1. LOCUS PARCEL IS SHOWN ON THE CITY OF PORTLAND ASSESSOR'S MAP 12, BLOCK I, AS LOTS 1 AND , AND IS LISTED AS 89 ANDERSON STREET, AND 29 EVERETT STREET.
2. AREA OF LOCUS PARCEL, INCLUDING EASEMENT, IS 23,239.1 SQUARE FEET (0.53 ACRE) TO MONUMENTED LINE OF ANDERSON STREET; 23,425.7 SQUARE FEET (0.54 ACRE) TO R/W LINE PER EXISTING CONDITIONS PLAN REFERENCE 14.
3. LOCUS PARCEL DOES NOT SCALE IN A SPECIAL FLOOD HAZARD AREA PER FEMA FLOOD INSURANCE RATE MAP COMMUNITY–PANEL NUMBER 230051 0013B, INDEX DATED DECEMBER 8, 1998. THE PARCEL SCALES IN ZONE C.
4. ALL BUILDING CORNER OFFSETS TO BOUNDARY LINES ARE FROM CORNERBOARDS AND NOT BUILDING FOUNDATION, UNLESS OTHERWISE NOTED.
5. VEHICLE ACCESS SHALL BE MAINTAINED AT ALL TIMES BY ADEQUATE SNOW REMOVAL IN ACCORDANCE WITH THE PROJECT SNOW STORAGE PLAN. PER CITY OF PORTLAND ZONING, A FRONT YARD NEED NOT EXCEED THE AVERAGE DEPTH OF FRONT YARDS ON EITHER SIDE OF THE LOT.
6. THIS SHEET IS THE SUBDIVISION PLAT FOR THE CREATION OF UP TO 53 DWELLING UNITS IN A NEW MIXED–USE BUILDING TO BE CONSTRUCTED ON THE SUBJECT PROPERTY. APPROVAL OF THIS PLAT DOES NOT CREATE ANY SUBDIVISION OF THE LAND ON THE SUBJECT PROPERTY.
7. THE SIGNATURES OF THE CITY OF PORTLAND PLANNING BOARD ON THIS SUBDIVISION PLAT CONSTITUTE SUBDIVISION APPROVAL FOR THE CREATION OF 53 RESIDENTIAL UNITS. THE NON–RESIDENTIAL UNITS ARE NOT SUBJECT TO SUBDIVISION REGULATION.
8. MAINTENANCE AND MANAGEMENT OF DRIVEWAYS, SIDEWALKS, STORMWATER DEVICES, SITE LIGHTING, TRASH REMOVAL, AND SNOW REMOVAL SHALL BE THE RESPONSIBILITY OF THE OWNER.
9. THE OWNER SHALL BE RESPONSIBLE FOR COMPLYING WITH THE CONDITIONS OF CHAPTER 32 STORMWATER INCLUDING ARTICLE III, POST–CONSTRUCTION STORMWATER MANAGEMENT, WHICH SPECIFIES ANNUAL INSPECTIONS AND REPORTING REQUIREMENTS AT A MINIMUM. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR COMPLYING WITH THE CONDITIONS OF THE SUBMITTED STORMWATER MANAGEMENT PLAN AND THE APPROVED PLANS, AND MEET CITY STANDARDS AND STATE GUIDELINES.

EASEMENTS:
1. EXISTING EASEMENT: SEE EASEMENT DEED FROM PATRICK J. AND SHARON A. LEE TO N.E.T.&T.C., DATED 9/6/1991, AND RECORDED IN CCRD BOOK 9816, PAGE 171
2. PROPOSED EASEMENT: SITE PLAN PROVIDES SIDEWALKS THAT ARE INCLUDED PARTIALLY IN THE CITY RIGHT–OF–WAY AND PARTIALLY WITHIN THE PROJECT PROPERTY. THESE LOCATIONS, SHOWN ON THE SUBDIVISION PLAT, ARE EASEMENT FOR PEDESTRIAN TRAVEL OVER PORTIONS OF THE SIDEWALK LOCATED ON THE SUBJECT PROPERTY TO BE RECORDED AT THE CCRD BOOK________PAGE________
3. GREASE INTERCEPTOR EASEMENT: TO BE RECORDED AT THE CCRD BOOK________PAGE________
4. PROPOSED AND EXISTING EASEMENTS TO BE FINALIZED BY NADEAU LAND SURVEYS PRIOR TO RECORDING AT CCRD.

UNIT TABULATION

UNIT NUMBER	SIZE (S.F.)
201, 301, 401	916
202, 302, 402	959
203, 303, 403	582
204, 304, 404	619
205, 405	582
206, 306, 406	663
207, 307, 407	656
208, 308, 408	401
209, 309	422
210	899
211, 311	422
212, 312, 412	637
213, 313	422
214, 314, 414	582
215, 315	681
216, 316	582
217, 317, 416	631
218, 318	599
305	930
310, 410	583
409, 411	603
413	603
415	606
417	428



VICINITY SKETCH: EAST BAYSIDE LOFTS DEVELOPMENT

OWNER/SUBDIVIDER:

REDFERN BAYSIDE LLC
PORTLAND, MAINE
CONTACT: JONATHAN CULLEY

CIVIL/SITE ENGINEER:

ACORN ENGINEERING, INC.
PORTLAND, MAINE
CONTACT: WILL SAVAGE, P.E.

SURVEYOR:

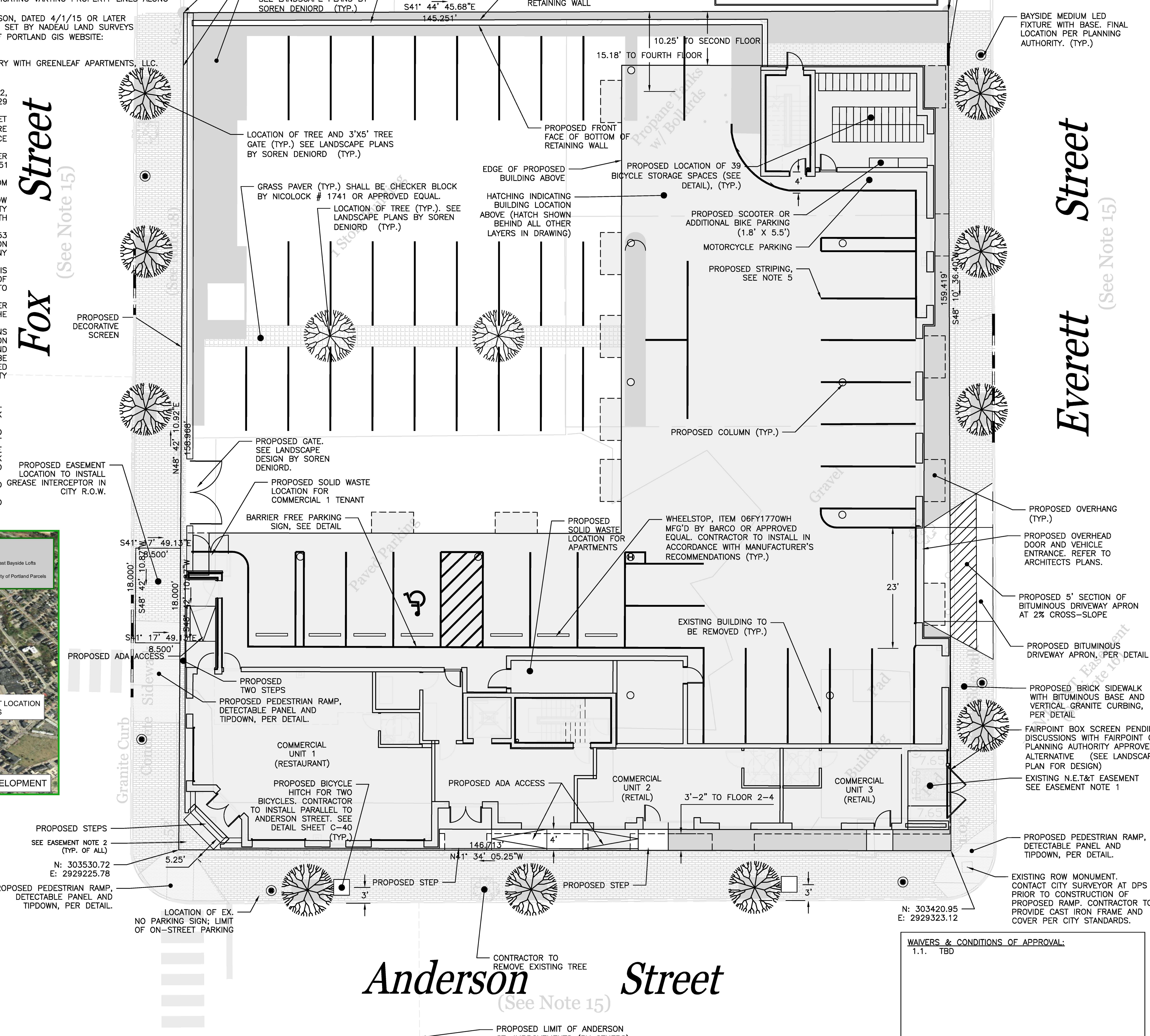
NADEAU LAND SURVEYS
PORTLAND, MAINE
CONTACT: JAMES D. NADEAU, PLS

RECORDING INFORMATION
STATE OF MAINE, CUMBERLAND COUNTY REGISTRY OF DEEDS

RECEIVED: ______________________

RECORDED IN ______________________

ATTEST: ______________________ REGISTRAR



0 10 20 Feet

LEGEND:

- STRIPING
- BUILDING (SECOND FLOOD)
- BRICK SIDEWALK
- GREEN SPACE
- CURB
- EXISTING/PROPOSED BUILDING
- PROPERTY LINE
- CITY LIGHT POLE

SPACE AND BULK STANDARDS

ZONE: B1b	REQUIRED	PROVIDED
MINIMUM LOT SIZE	NONE	0.53 Acres
MINIMUM STREET FRONTAGE	20'	146'–8"
FRONT YARD	3'–2"	3'–2"
SIDE YARD	NONE	–
REAR YARD (ABUTS R6)	10'	10'–5"
STRUCTURE STEPBACKS (REAR YARD ABOVE 35')	15'	15'
MAXIMUM LOT COVERAGE	100%	–
MINIMUM LOT WIDTH	NONE	–
MAXIMUM BUILDING HEIGHT	45'	43'–11–3/4"
MAXIMUM IMPERVIOUS SURFACE RATIO	90%	90%
MAXIMUM FLOOR AREA 1ST FLOOR NON–RES.	10,000 SF	4,353 SF
MAXIMUM RETAIL SPACE	5,000 SF	990 SF
MAXIMUM NUMBER OF DWELLING UNITS	435 SF/UNIT = 53 UNITS	53 UNITS
RESTAURANT PARKING: 1 SPACE /150 SF	1200 SF / 150 = 8 SPACES*	OFF–SITE LEASED SPACES
RETAIL PARKING	0 SPACES	0 SPACES
RESIDENTIAL PARKING: 1 DWELLING PER UNIT	53 SPACES	53 SPACES
MIN. INTERNAL RESIDENT BIKE STORAGE SPACES	2 SPACES/5 D.U. =21.2	39 SPACES
MIN. NON–RESIDENTIAL BIKE STORAGE SPACES	2 SPACES/10 CAR; 10.2 CARS = 3 SPACES	4

* ONE (1) PARKING SPACE FOR EACH ONE HUNDRED FIFTY (150) SQUARE FEET, OR MAJOR FRACTION THEREOF, OF FLOOR AREA NOT USED FOR BULK STORAGE OR FOOD PREPARATION. (900 SF)

PARKING SUMMARY

PARKING DIMENSION	# PARKING SPACES
STANDARD (9'X18')	9
COMPACT WIDTH (8'X18')	29
COMPACT WIDTH/LENGTH (8'X16')	11
COMPACT WIDTH/LENGTH (8'X15')	4
TOTAL SPACES	53

WAIVERS & CONDITIONS OF APPROVAL:
1.1. TBD

APPROVED: PORTLAND PLANNING BOARD

CHAIRPERSON: ______________ DATE: ______________

PRELIMINARY

ISSUED FOR	BY / DATE
COMMENT RESPONSE	WHS 4/16/15
CITY RESPONSE	WHS 5/19/15

REVISION	REV. / DATE

DRAWING NAME: SUBDIVISION PLAT

PROJECT NAME: EAST BAYSIDE LOFTS

CLIENT: REDFERN BAYSIDE, LLC.
P.O. BOX 8816 PORTLAND, ME 04104

ACORN ENGINEERING, INC.

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

ACORN ENGINEERING, INC.
158 DANFORTH STREET, PORTLAND MAINE 04102
(207) 775–2655

FILE:	1053_CIVIL
DATE:	3–30–2015
JN:	1053
SCALE:	1:20
DESIGNED BY:	WHS
DRAWN BY:	MAG
CHECKED BY:	WHS

DRAWING NO.
SP-1

NOTES:
1. SNOW MAY BE STORED WITHIN THE SNOW STORAGE AREAS ONLY.

2. SNOW SHALL BE PHYSICALLY REMOVED AND TRANSPORTED OFFSITE AS NECESSARY

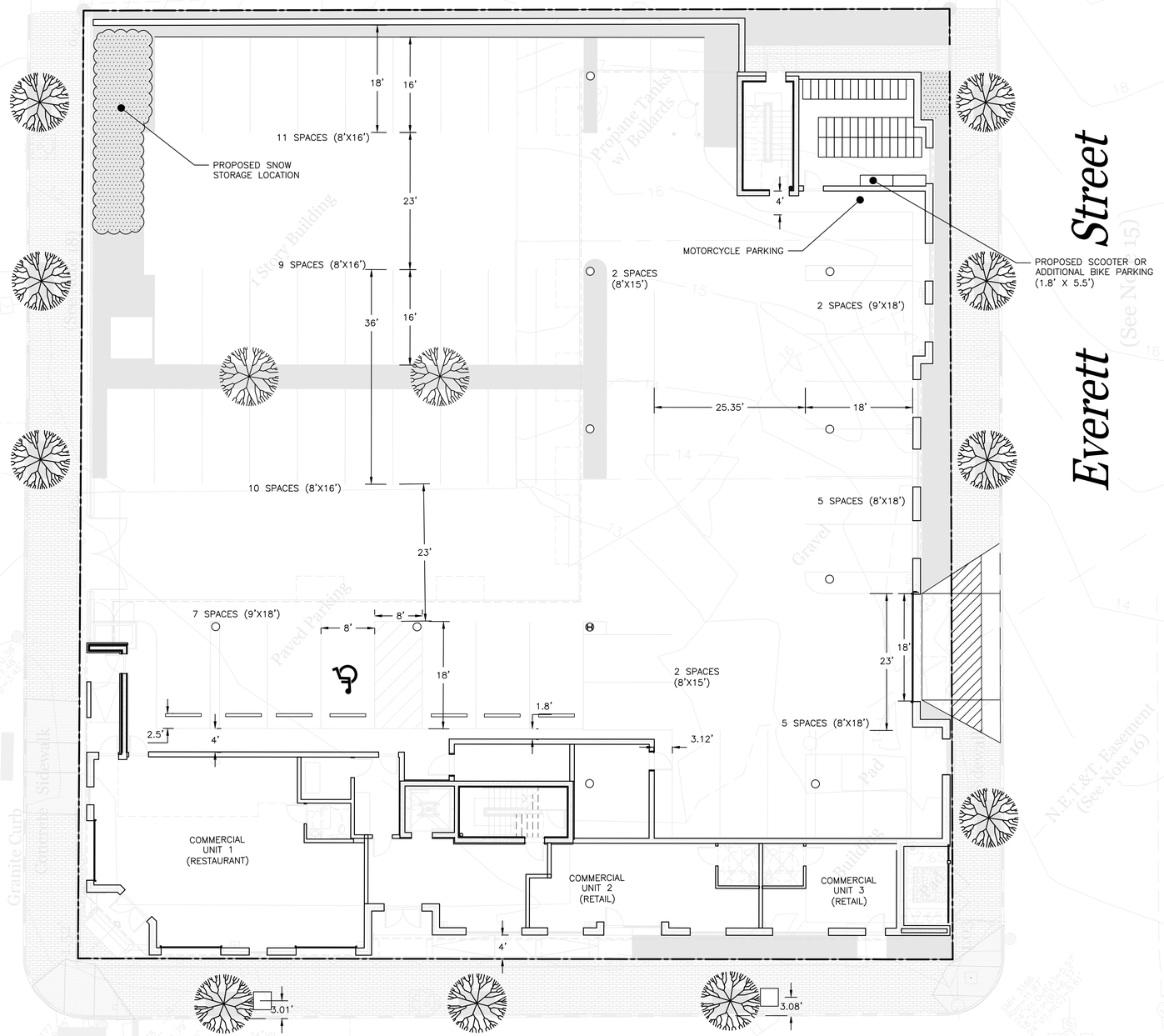
3. SNOW TRANSPORTED OFFSITE SHALL BE BROUGHT TO A MAINE DEP APPROVED "SNOW DUMP" OR MEET THE EXCEPTIONS REQUIREMENTS SPECIFIED WITHIN MAINE DEP CHAPTER 573 WHEN THE ABOVE REQUIREMENTS CANNOT BE MET DUE TO AN ABUNDANCE OF SNOW.

4. THE SNOW CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO VEGETATION, LANDSCAPING, PAVERS, HARDSCAPING, CURBING, LIGHTING, FENCING, ETC. RESULTING FROM THEIR ACTIVITIES.

5. THE SNOW CONTRACTOR SHALL USE SALT OR A CHLORINE SUBSTITUTE TO DE-ICE ALL AREAS OF PEDESTRIAN AND VEHICULAR TRAFFIC.

6. SNOW CONTRACTOR TO ENSURE THAT ALL UTILITIES ARE ACCESSIBLE, INCLUDING BUT NOT LIMITED TO: FIRE HYDRANTS, WATER VALVES, SEWER VALVES, SEWER AND STORMWATER MANHOLE COVERS, STORMWATER CATCH BASIN GRATES, WATER METERS, GAS VALVES AND PULL BOX COVERS.

SNOW STORAGE LOCATION



PERMIT PLAN
NOT FOR
CONSTRUCTION

ISSUED FOR	BY / DATE
PRELIMINARY SUB	WHS 11/14/15
COMMENT RESPONSE	WHS 12/16/15
REVISION	REV. / DATE

SNOW STORAGE PLAN

EAST BAYSIDE LOFTS

REDFERN BAYSIDE, LLC.
P.O. BOX 8816 PORTLAND, ME 04104

DRAWING NAME / PROJECT NAME / CLIENT

ACORN ENGINEERING, INC.

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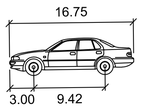
ACORN ENGINEERING, INC.
158 DANFORTH STREET, PORTLAND MAINE 04102
(207) 775-2655

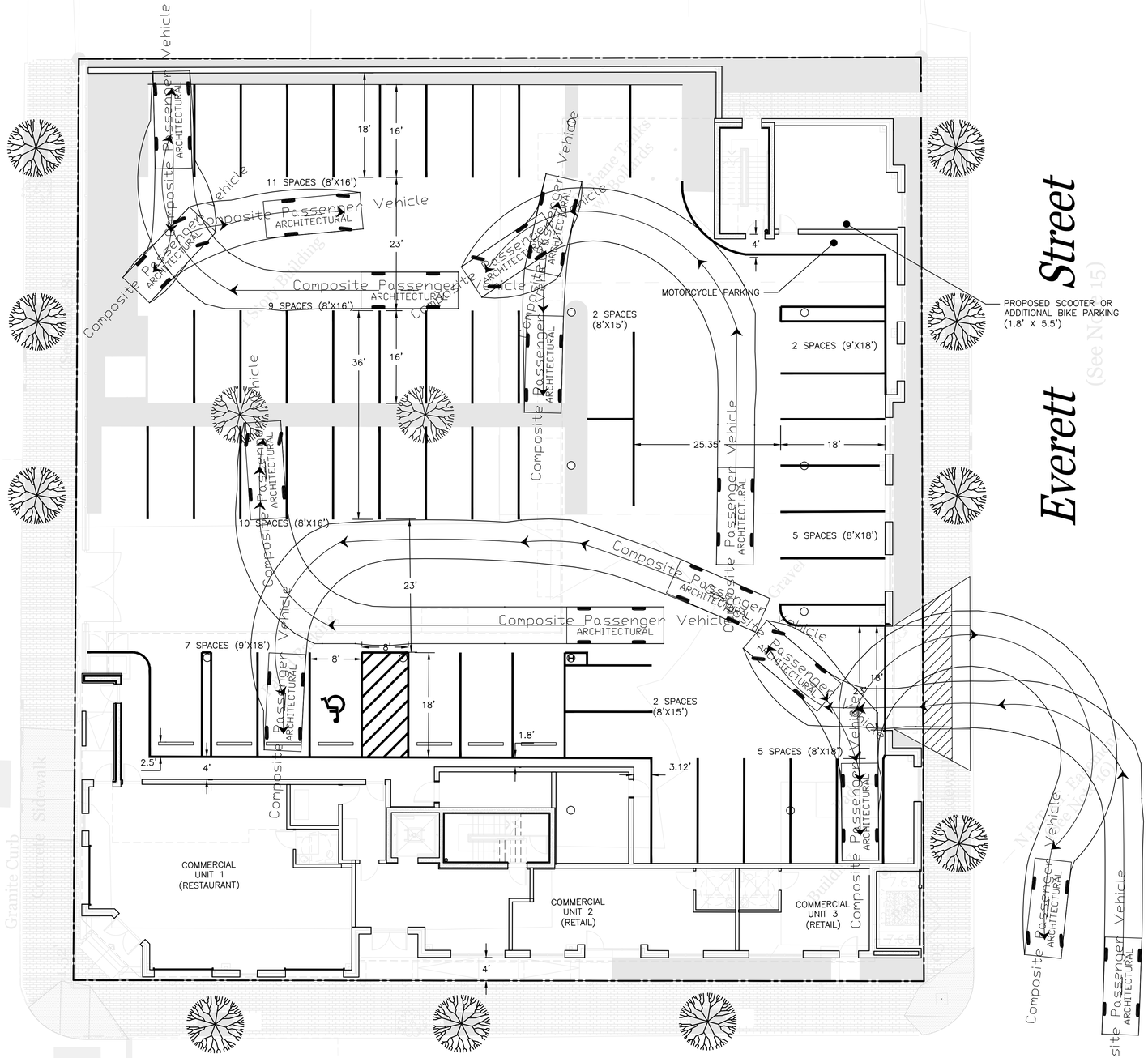
FILE:	1053_CIVIL_10-24-14
DATE:	10-28-2014
JN:	1053
SCALE:	1:10
DESIGNED BY:	WHS
DRAWN BY:	MAC
CHECKED BY:	WHS

DRAWING NO.
SNOW



Composite Passenger Vehicle

Width	:	6.33
Track	:	6.33
Lock to Lock Time	:	6.0
Steering Angle	:	26.4



PRELIMINARY APP. SUBMISSION

ISSUED FOR	BY	DATE
PRELIMINARY SUB	WHS	1/14/15
COMMENT RESPONSE	WHS	6/16/15

REVISION	REV.	DATE

CIRCULATION PLAN

EAST BAYSIDE LOFTS

REDFERN BAYSIDE, LLC.
P.O. BOX 8816 PORTLAND, ME 04104

DRAWING NAME
PROJECT NAME
CLIENT

ACORN ENGINEERING, INC.

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY ALTERATIONS, ADDITIONS OR DELETIONS MADE TO THIS PLAN BY ANYONE OTHER THAN ACORN ENGINEERING, INC. AND/OR WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

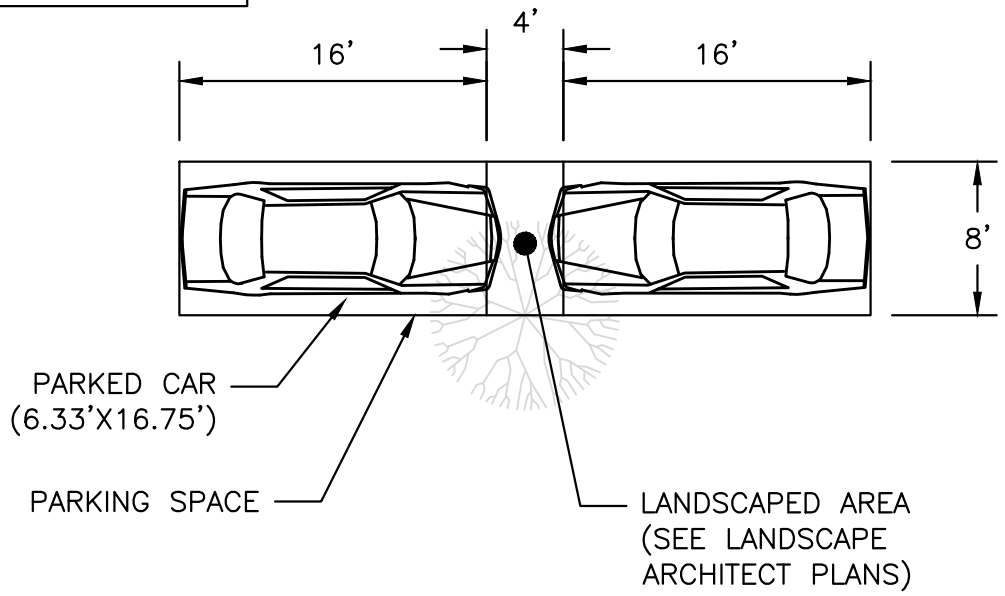
ACORN ENGINEERING, INC.
158 DANFORTH STREET, PORTLAND MAINE 04102
(207) 775-2655

FILE:	1053_CIVIL_10-24-14
DATE:	10-28-2014
JN:	1053
SCALE:	1:10
DESIGNED BY:	WHS
DRAWN BY:	MAG
CHECKED BY:	WHS

STATE OF MAINE
WILLIAM H. SAVAGE
No. 11418
4-14-15
LICENSED
PROFESSIONAL ENGINEER

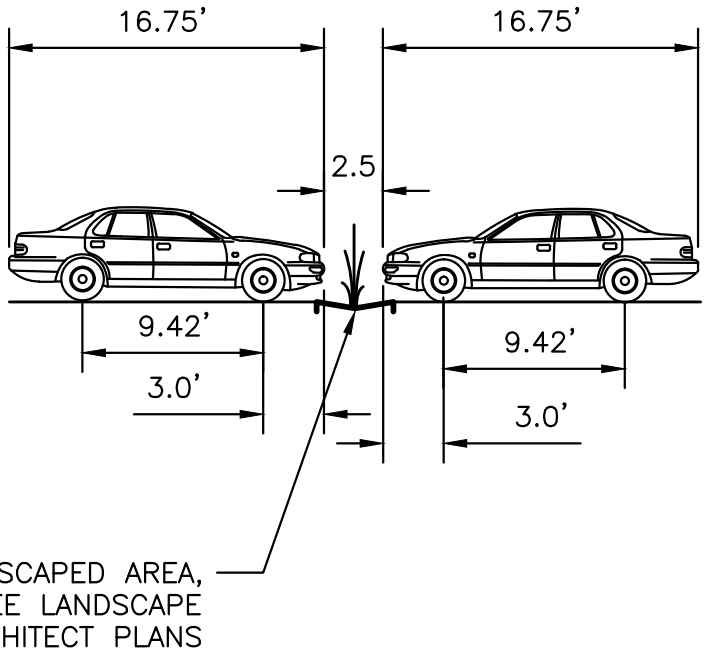
DRAWING NO.
SK-1

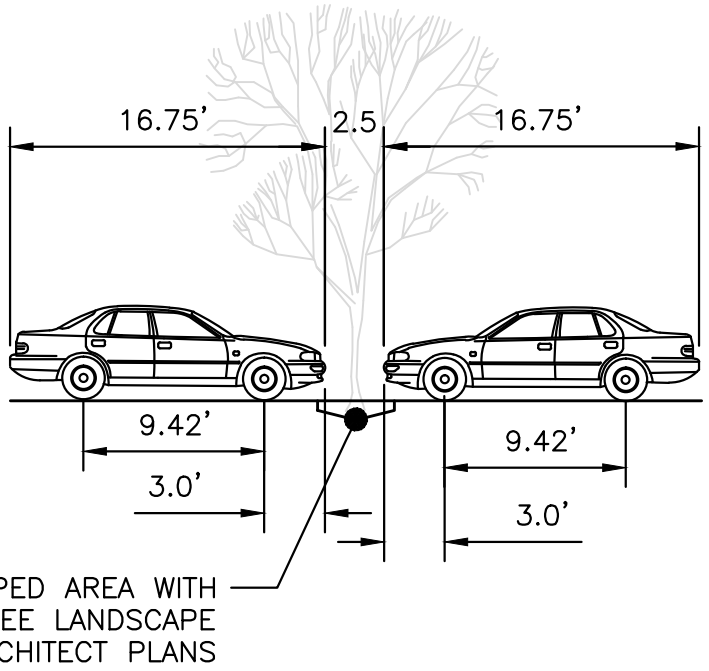
PERMIT PLAN
NOT FOR
CONSTRUCTION



COMPOSITE PASSENGER VEHICLE

DIMENSION	FEET
WIDTH	6.33
TRACK	6.33
LOCK TO LOCK TIME	6.0
STEERING ANGLE	26.4





ISSUED FOR	BY DATE
COMMENT RESPONSE	WHS 4/16/15
REVISION	REV. DATE

DRAWING NAME: PARKING AT LANDSCAPING PLAN

PROJECT NAME: EAST BAYSIDE LOFTS

CLIENT: REDFERN BAYSIDE, LLC.
P.O. BOX 8816 PORTLAND, ME 04104

ACORN ENGINEERING, INC
ACORN ENGINEERING, INC. P.O. BOX 3372
PORTLAND, MAINE 04104 (207) 775-2655

FILE:	1053_CIVIL
DATE:	4/7/2015
JN:	1053
SCALE:	1":10'
DESIGN BY:	MAG
DRAWN BY:	MAG
CHECKED BY:	WHS

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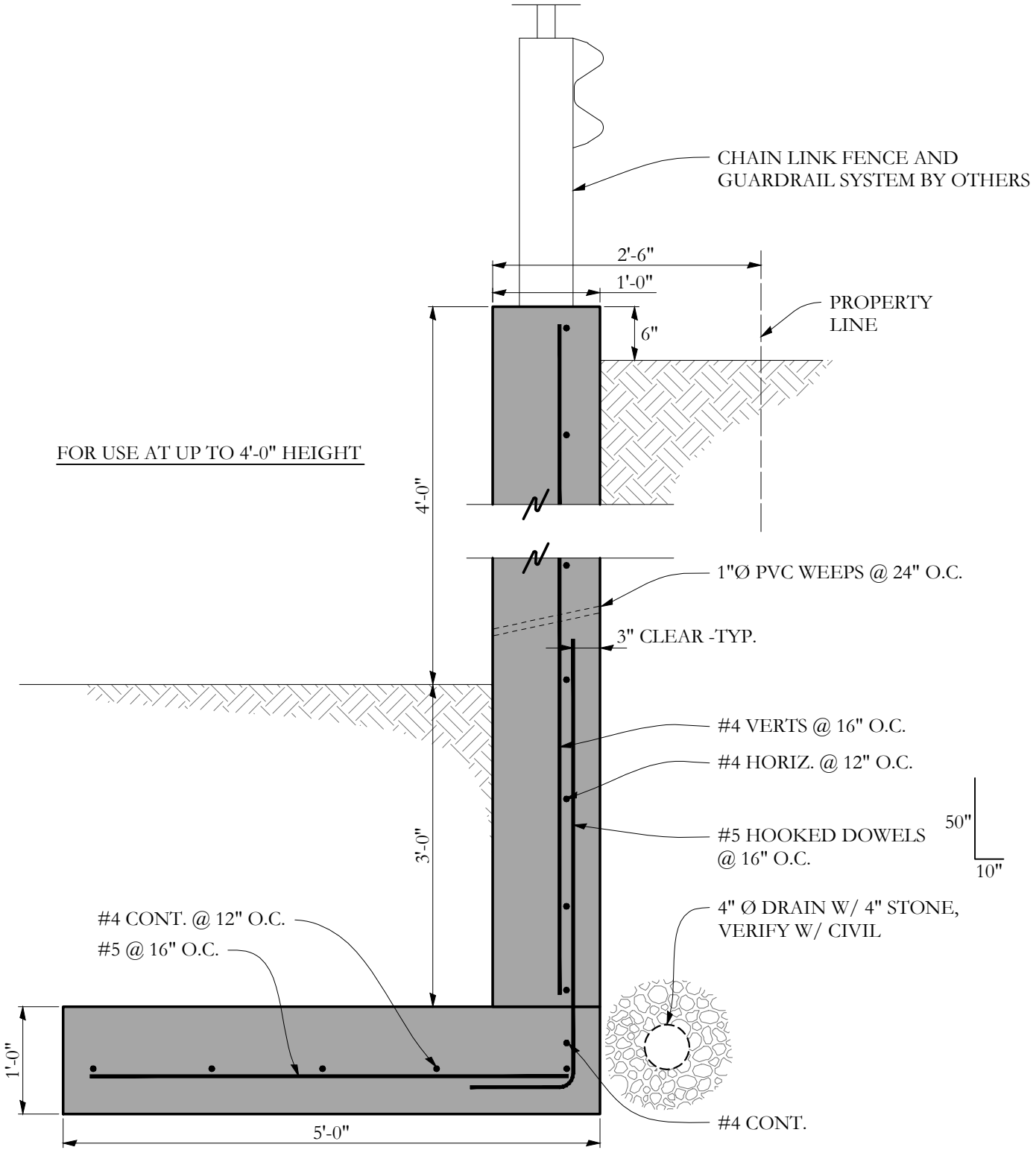
DRAWING NO.

SK-2



Retaining Wall Profile for up to 4'-0" Height

Structural Integrity
Consulting Engineers, Inc.
77 Oak Street
Portland, ME, 04101
p. 207-774-4614
f. 866-793-7835
www.structuralinteg.com

BUILD WITH CONFIDENCE

© 2011 Structural Integrity Consulting Engineers, Inc.

SI JOB# 14-0210

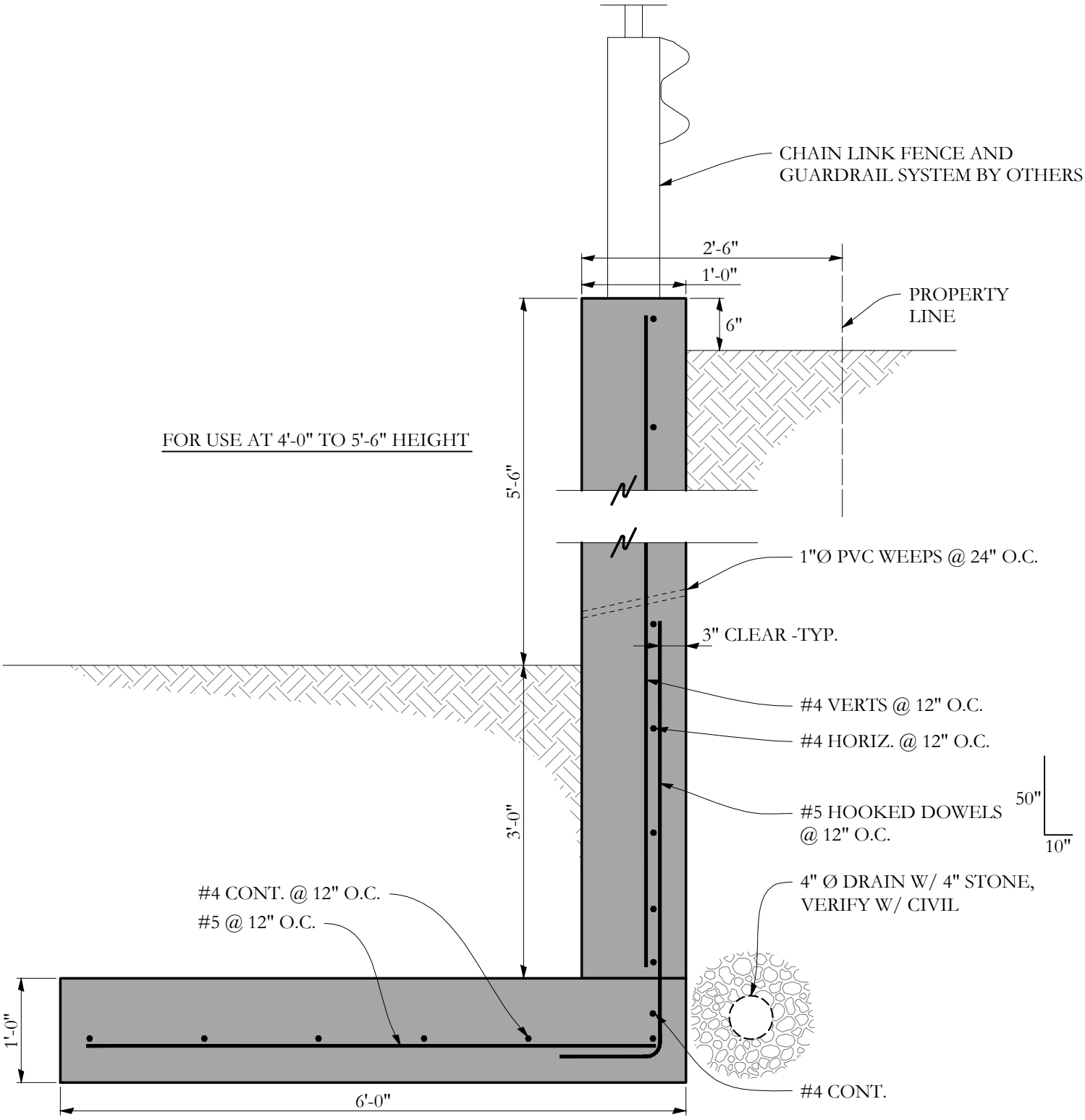
89 Anderson

Portland, ME

Scale: 3/4"=1'-0"

Date: 04/08/14

SK-1



Retaining Wall Profile for 4'-0" to 5'-6" Height

Structural Integrity
Consulting Engineers, Inc.
77 Oak Street
Portland, ME, 04101
p. 207-774-4614
f. 866-793-7835
www.structuralinteg.com

BUILD WITH CONFIDENCE

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SI JOB# 14-0210

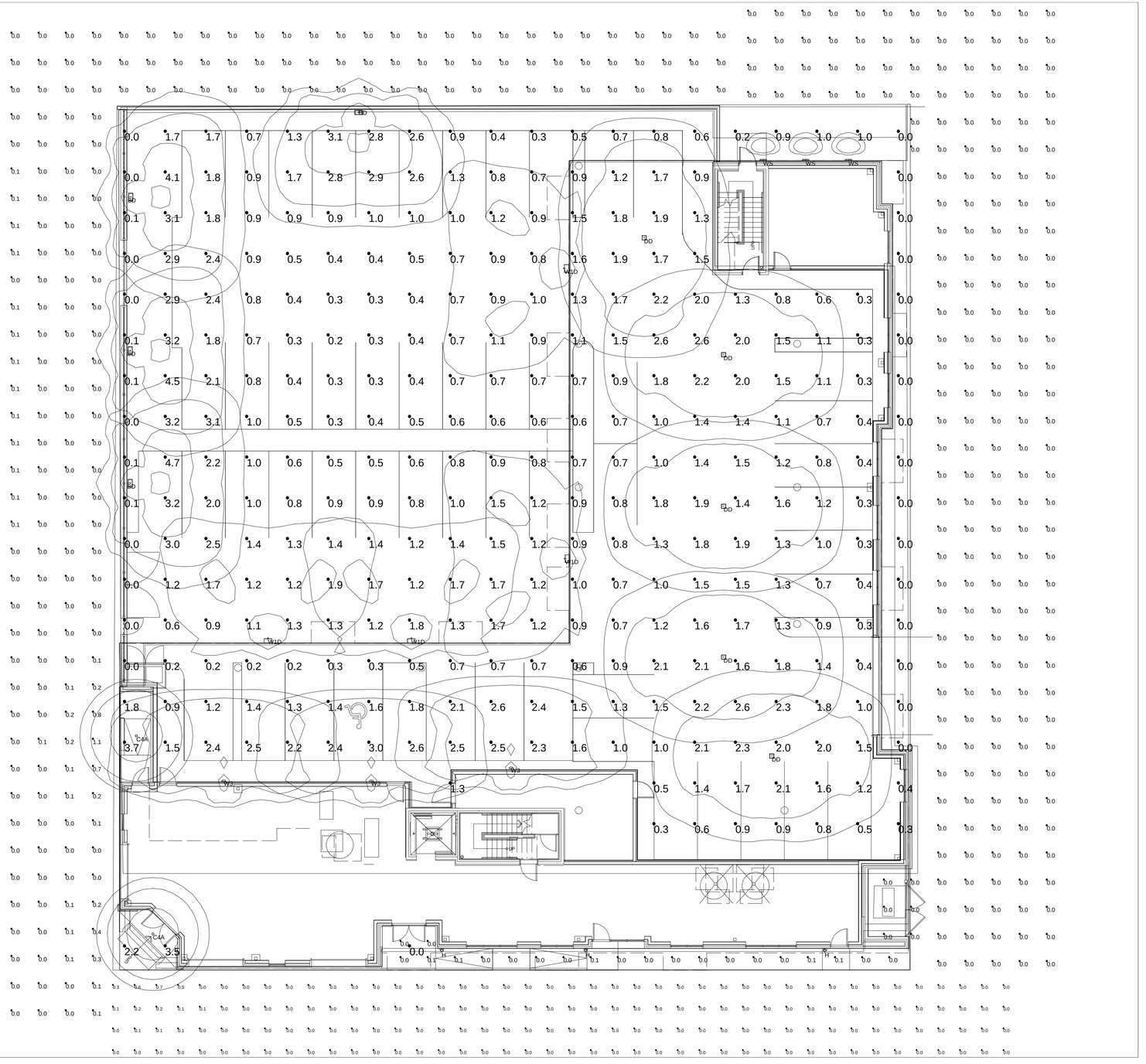
89 Anderson

Portland, ME

Scale: 3/4"=1'-0"

Date: 04/08/14

SK-2



PLAN VIEW

NOTES:

1) EXACT MOUNTING DETAILS TO BE DETERMINED AT JOBSITE BY OTHERS.
2) CALCULATIONS MAY SHOW THE EFFECT OF SHADOWING CAUSED BY BUILDINGS AND OBJECTS WITHIN THE CALCULATED SPACE OR IN THE SITE AREA.
3) READINGS SHOWN ARE INITIAL HORIZONTAL FOOTCANDLES TAKEN AS SHOWN IN CALCULATION SUMMARY UNLESS OTHERWISE INDICATED.
4) THIS CALCULATION IS BASED ON LIMITED INFORMATION SUPPLIED BY OTHERS TO SWANEY LIGHTING ASSOCIATES AND STANDARD ASSUMPTIONS OF THE SPACE AND/OR SITE.
5) CONFORMANCE TO CODES AND OTHER LOCAL REQUIREMENTS AS DETERMINED BY THE AHJ ARE THE RESPONSIBILITY OF THE OWNER AND/OR THE OWNER'S REPRESENTATIVE.
6) THIS LAYOUT DRAWING MUST BE COORDINATED WITH THE SITE LOCATION FOR CORRECT FIXTURE ORIENTATION.
7) CHECK GRAPHIC SCALE. DOCUMENTS PRINTED OR PLOTTED FROM ELECTRONIC FILES MAY OCCUR AT OTHER THAN THE DESIRED OR ASSUMED GRAPHIC SCALES. IT IS THE RESPONSIBILITY OF THE RECIPIENT TO VERIFY THAT THE PRINTED OR PLOTTED-TO-SCALE DRAWING IS PRINTED TO SCALE.
8) TYPE H FIXTURE IS AN APPROXIMATION OF A DECORATIVE SCONCE. NO IES FILES ARE AVAILABLE AND ACTUAL RESULTS WILL DEVIATE FROM THIS CALCULATION.

Plan 17

Luminaire Schedule (note fixture cataloge numbers are not complete)

Type	Symbol	Qty	Lumens	LLF	Watts	Description
W3		3	1428	0.900	17.4	LNC-7LU-4K-4
BD		4	4644	0.400	50	VPS22NB-50-T4-4K-factory dim
H		3	68	1.000	20	SCONCE - SOURCE ONLY
WS		3	95	0.900	12.4	SLLED2
C4A		2	773	0.900	14.6	1020-B1-10-LRTD4-9014-M2-30KS-80-NCSM
W1D		4	2712	0.500	27	CZR-24NB-27-T4-4K Factory Dim
DD		5	2820	0.600	27	24NB-30-T5R Factory dim

Calculation Summary

Label	Avg	Max	Min	Avg/Min	Max/Min
East perimeter	0.00	0.0	0.0	N.A.	N.A.
North and West Outsi	0.03	1.1	0.0	N.A.	N.A.
PROPERTY	1.18	4.7	0.0	N.A.	N.A.
South Side	0.02	0.7	0.0	N.A.	N.A.
South Walk	0.02	0.1	0.0	N.A.	N.A.



BEACON CRUZER (W1D)



BEACON ENDURA (DD)



BEACON VIPER (BD)



HUBBELL LNC (W3)

TITLE: 89 ANDERSON ST
PORTLAND, ME
PARKING LIGHTING LAYOUT

Parking - 5-15-15.AGI

GENERATED BY: S. Weatherbie

SCALE: NOT TO SCALE

Date:5/15/2015

Page 1 of 1

GENERATED BY SWANEY LIGHTING, SCARBOROUGH ME - 207-883-7100 - swaneylighting.com

SWANEY LIGHTING ASSOCIATES, INC.

NOTICE: THIS DRAWING IS THE EXCLUSIVE PROPERTY OF SWANEY LIGHTING ASSOCIATES. ITS ACCEPTANCE CONSTITUTES AN AGREEMENT THAT THE DRAWING WILL BE TREATED AS CONFIDENTIAL; THIS DRAWING IS TO BE USED FOR NO PURPOSE OTHER THAN AS DETAILED HEREON; AND THAT THE DRAWING OR COPIES THEREOF WILL NOT BE LOANED OR RETURNED UPON REQUEST AND IS NOT TO BE COMMUNICATED, DISCLOSED OR COPIED; EXCEPT AS SPECIFICALLY PERMITTED IN WRITING BY SWANEY LIGHTING ASSOCIATES. ACCEPTANCE OF THIS DRAWING LAYOUT IS TO SUGGEST THE BEST UTILIZATION OF LIGHTING FIXTURES INCLUDED IN THIS DRAWING. IT IS PROVIDED USING FIXTURE PHOTOMETRICS FURNISHED BY THE FIXTURE MANUFACTURER. SWANEY LIGHTING ASSOCIATES, INC. MAKES NO WARRANTY AS TO PERFORMANCE SHOWN IN IES FILE IS NOT THE RESPONSIBILITY OF THE MANUFACTURER. IT'S USE FOR ANY OTHER PURPOSE IS NOT AUTHORIZED BY SWANEY LIGHTING ASSOCIATES.

CONCRETE WALL W/ HEDGE PLANTED ON TOP

AR (1)

DECORATIVE METAL SCREEN
(CONTINUOUS THE LENGTH OF WALL)

AR (2)

DOUBLE SWING MAINTENANCE GATE

CA (113)

PARKING

PA (240)

AC (2)

VEHICULAR ACCESS / DRIVEWAY

BUILDING
(GROUND FLOOR)

IG (57)

VA (52) / VC (11)

AR (3)

VA (92) / VC (28)

AR (1)

IG (17) / PA (52)

AR (3)

PROPOSED PLANT LIST

ID	BOTANICAL NAME	COMMON NAME	QTY	SIZE
DECIDUOUS TREES				
AC	AMELACHIER CANADENSIS	SERVICE BERRY	2	10'–12'
AR	ACER RUBRUM	RED MAPLE	10	10'–12'
PERENNIALS / GRASSES /SHRUBS				
VA	VACCINIUM ANGUSTIFOLIUM	LOWBUSH BLUEBERRY	144	1 GAL.
VC	VACCINIUM CORYMBOSUM	HIGHBUSH BLUEBERRY	39	1 GAL.
IG	ILEX GLABRA	INKBERRY HOLLY	74	5 GAL.
CA	CALAMAGROSTIS X ACUTIFLORA	FEATHER REED GRASS	186	2 GAL.
PA	PENNISETUM ALOPECUROIDES	FOUNTAIN GRASS	290	2 GAL.

MATERIAL LEGEND

HARDSCAPE

- CONCRETE PAVING
- ASPHALT PAVING
- CRUSHED STONE (PERVIOUS)
- BRICK PAVERS
- GRANITE CURB
- MASONRY WALL
- CHAINLINK FENCE

PLANTS

- MULCHED PLANTING BED
- PROPOSED STREET TREE
- PROPOSED SHRUB

NOTE:
1. Refer to Acorn Civil Engineer's drawings for: utility phasing / scope of Right Of Way public improvements / site drainage / grading / parking requirements.

2. Refer to RSA drawings for: building layout dimensions and materials.

3. Owner / contractor to obtain approval for off-property work.

0 5 10 20 N

NOT FOR CONSTRUCTION

Plan 18

Soren deNiord Design Studio
43 Wellwood Road
Portland, ME
04103
T: 207-400-2450
E: soren@sorendeniord.com

89 ANDERSON STREET

REDFERN PROPERTIES
PORTLAND, MAINE

No:	Revision	Date:

revisions:
date: April 10, 2015
scale: As Noted
drawn: XX
checked: XX

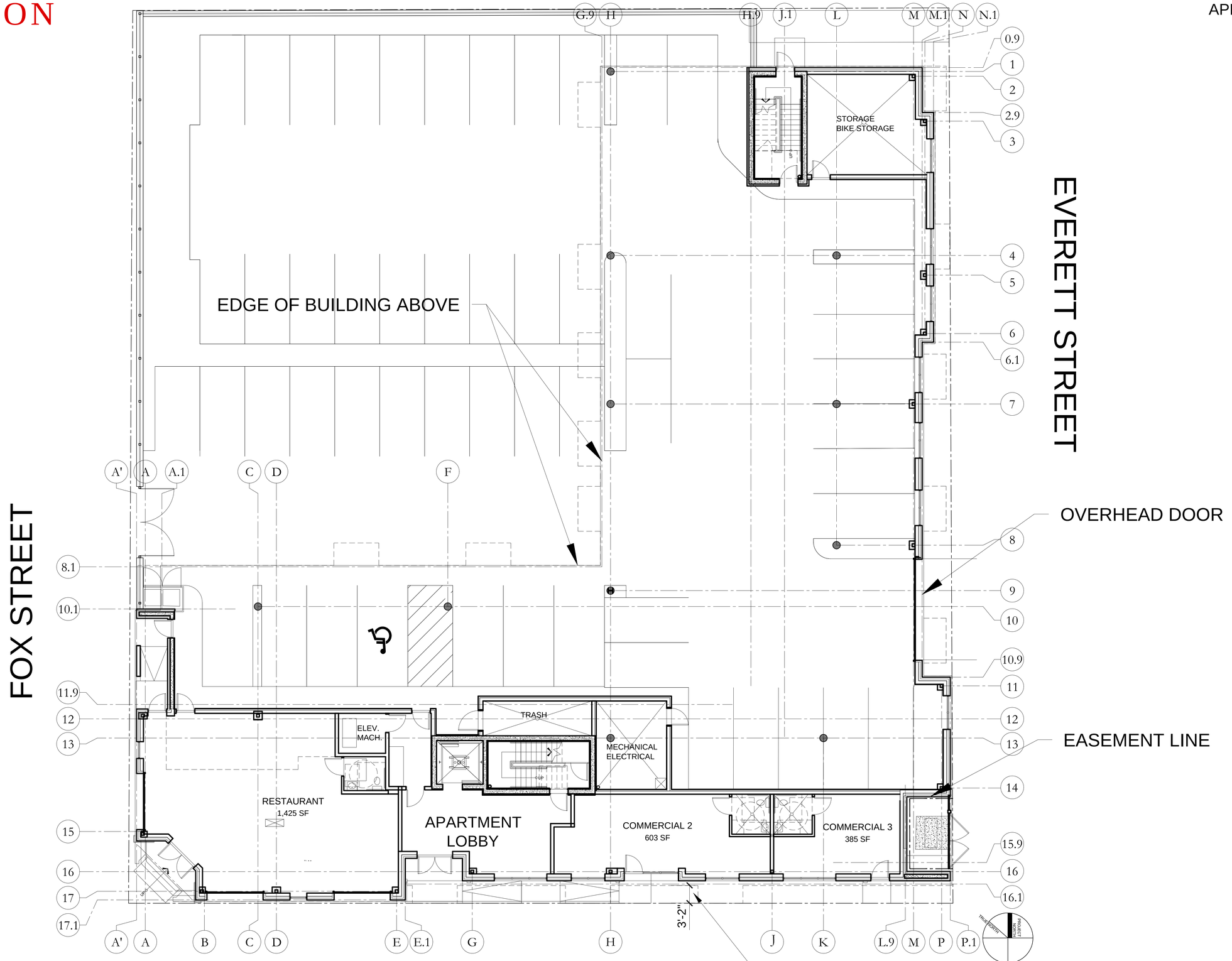
L1.0

LANDSCAPE PLAN

89 ANDERSON

APRIL 24, 2015

Plan 19



PROGRESS PRINT ONLY
Not for Construction

REDFERN PROPERTIES

FIRST FLOOR PLAN

SCALE 1/8" = 1'-0"

RYAN SENATORE ARCHITECTURE

89 ANDERSON

JANUARY 29, 2015

Plan 20



PROGRESS PRINT ONLY
Not for Construction

REDFERN PROPERTIES

SECOND FLOOR PLAN

SCALE 1/8" = 1'-0"

RYAN SENATORE ARCHITECTURE

89 ANDERSON

JANUARY 29, 2015

Plan 21



REDFERN PROPERTIES

FOURTH FLOOR PLAN

SCALE 1/8" = 1'-0"

RYAN SENATORE ARCHITECTURE

PROGRESS PRINT ONLY
Not for Construction

89 ANDERSON

FEBRUARY 25, 2015

Plan 22

PREFINISHED EXPOSED FASTENER
CORRUGATED HORIZONTAL METAL SIDING - COLOR 2

FACTORY FINISHED FIBERCEMENT PANEL - COLOR 1

PREFINSIHED METAL
PROJECTING BALCONY

VINYL OR FIBERGLASS CLAD
CASEMENT WINDOW

PREFINISHED ALUMINUM FRAME
/ GLASS OVERHEAD DOOR

PREFINISHED EXPOSED FASTENER
VERTICAL METAL SIDING - COLOR 3

VINYL OR FIBERGLASS CLAD SLIDING DOOR

PREFINSIHED METAL TRIM



'BLACK' 16" LONG AMBASSADOR SIZE BRICK
WITH GRAY MORTAR

PREFINISHED ALUMINUM STOREFRONT - COLOR GRAY

PREFINISHED EXPOSED FASTENER
VERTICAL METAL SIDING - COLOR 3

PREFINISHED ALUMINUM FRAME
/ GLASS OVERHEAD DOOR - COLOR GRAY

(3) 2-1/2" FIRE DEPARTMENT CONNECTIONS ON SINGLE BACK PLATE

REDFERN PROPERTIES

ANDERSON STREET ELEVATION

SCALE : NTS

PROGRESS PRINT ONLY
Not for Construction

RYAN SENATORE **ARCHITECTURE**

FACTORY FINISHED FIBERCEMENT CLAPBOARD 6" EXPOSURE - COLOR 1

FACTORY FINISHED FIBERCEMENT CLAPBOARD 6" EXPOSURE - COLOR 4

THROUGH WALL VENTS PAINT TO MATCH SIDING THEY ARE MOUNTED ON



DECORATIVE PARKING SCREEN

'BLACK' 16" LONG AMBASSADOR SIZE BRICK
WITH GRAY MORTAR

PREFINISHED ALUMINUM STOREFRONT - COLOR GRAY

PREFINISHED ALUMINUM FRAME
/ GLASS OVERHEAD DOOR - COLOR GRAY

REDFERN PROPERTIES

FOX STREET ELEVATION

SCALE : NTS

PROGRESS PRINT ONLY
Not for Construction

RYAN SENATORE **ARCHITECTURE**

89 ANDERSON

FEBRUARY 25, 2015

Plan 24



REDFERN PROPERTIES

EVERETT STREET ELEVATION

SCALE : NTS

PROGRESS PRINT ONLY
Not for Construction

RYAN SENATORE ARCHITECTURE


STOP


STOP










42 Fox St
Portland, Maine
Street View - Jun 2011
Hide imagery




74 Anderson St
Portland, Maine
Street View - Jun 2011
Hide imagery

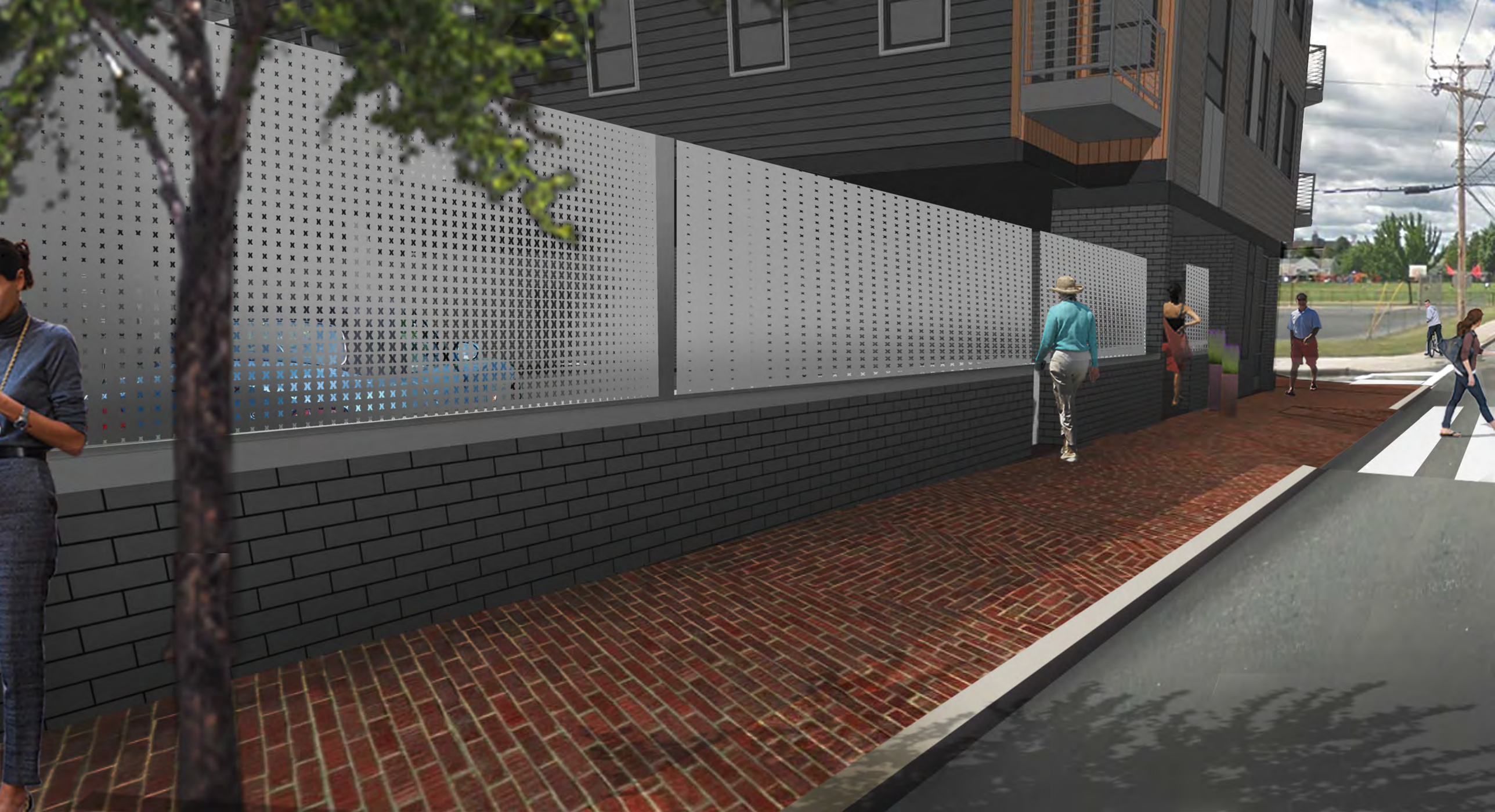

Hide imagery


Street V
© 2014 Google
© 2014 Google
CITY




TIRES
TIRES


89





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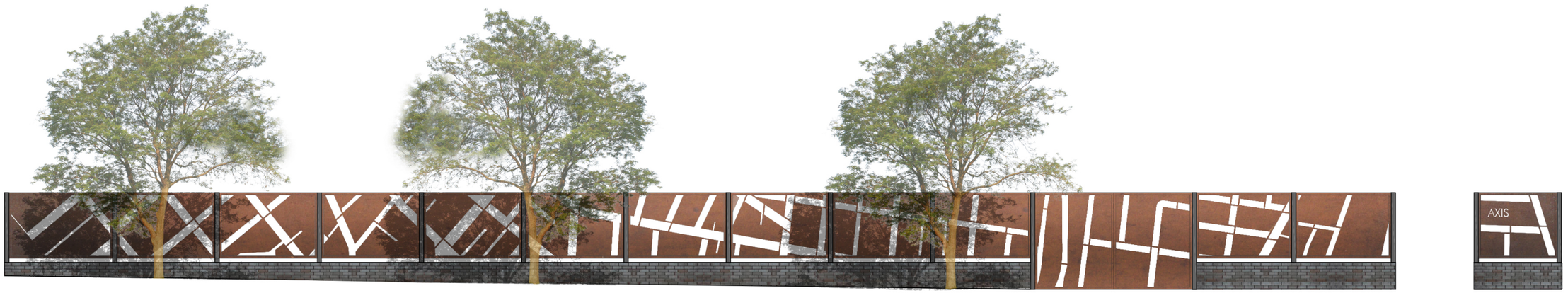


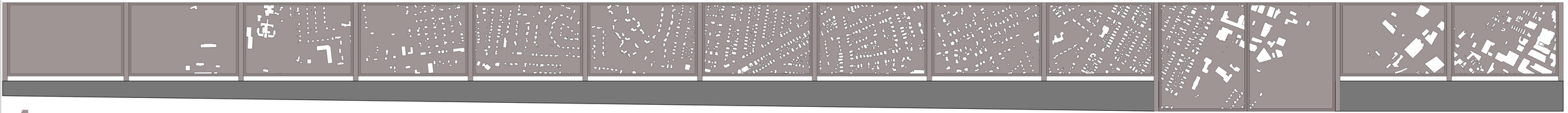
SCALE= 1:100

89 ANDERSON STREET: ART PRIVACY SCREEN / PANEL

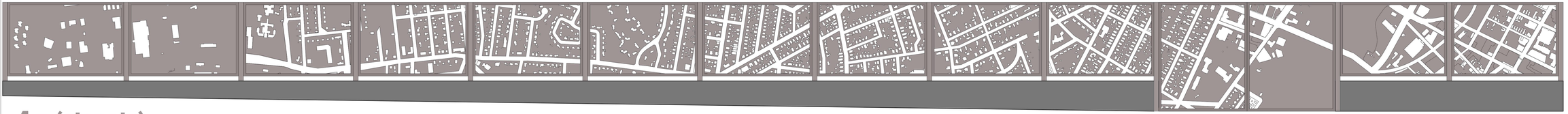
PORTLAND, MAINE

DATE: APRIL 10, 2015

SDDS
43 WELLWOOD ROAD
PORTLAND, MAINE
04103
T: 207.400.2450
www.sorendeniord.com



1



1a (streets)



2

89 Anderson St. - Construction Management Plan
2/24/15 - AlliedCook Construction

Notes:

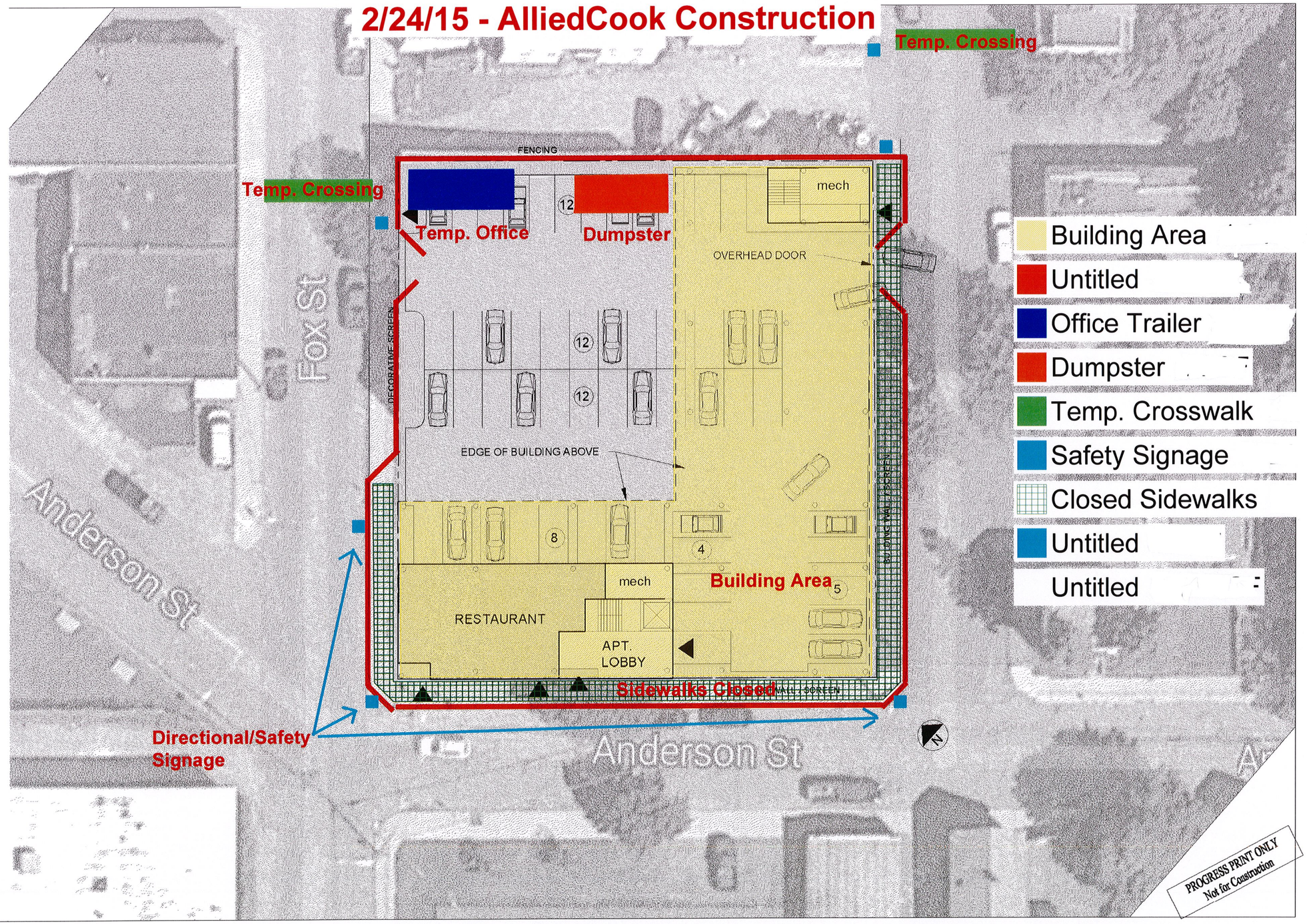
1. Pedestrian traffic to be controlled with barricades, MUTCD signage, and temp. crosswalks and curb ramps at closed sidewalks.

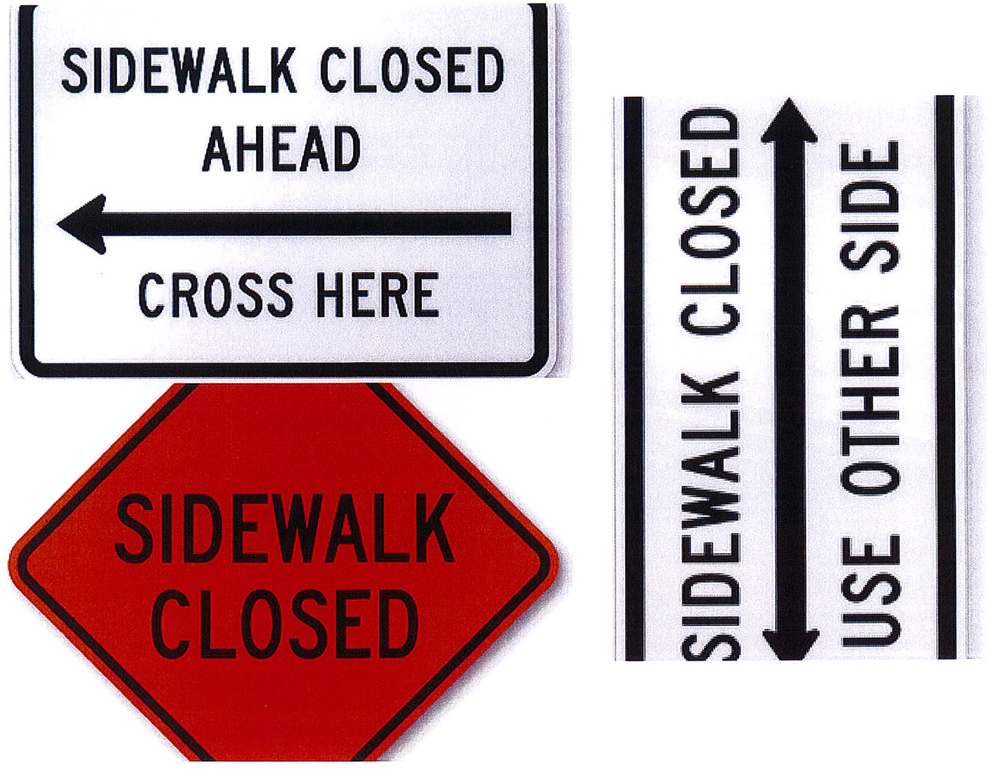
2. Temp. fence to have safety signage such as "Hard Hat Area," "Not Tresspassing," etc.

3. Closed parking spaces and sidewalks to be coordinated with Public Works and Public Safety.

4. If or when traffic flow is impacted, traffic control will be maintained using flaggers, MUTCD signage, etc.

5. Sample signage is attached.




SIDEWALK CLOSED
AHEAD
CROSS HERE
SIDEWALK
CLOSED
SIDEWALK CLOSED
USE OTHER SIDE

89 Anderson Street
Neighborhood Meeting Certification

I, Jonathan Culley, of Redfern Properties LLC hereby certify that a neighborhood meeting was held on February 25, 2015 at our office at 178 Washington Avenue, Portland at 6:00pm.

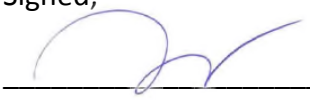
I also certify that on February 6, 2015, invitations were mailed to the following:

1. All addresses on the mailing list provided by the Planning Division which includes property owners within 500 feet of the proposed development or within 1000 feet of a proposed industrial subdivision or industrial zone change.

2. Residents on the "interested parties" list.

3. A digital copy of the notice was also provided to Jennifer Yeaton of the Planning Division at jmy@portlandmaine.gov and Nell Donaldson, the assigned planner, to be forwarded to those on the interested citizen list who receive e-mail notices.

Signed,



_____ 2/27/2015

Attached to this certification are:

1. Copy of the invitation sent
2. Sign-in sheet
3. Meeting minutes

redfern properties

P.O. Box 8816
Portland, ME 04104
Office: 207-221-5746
Fax: 207-221-2822
www.redfernproperties.com

February 6, 2015

Dear Neighbor:

Please join us for a neighborhood meeting to discuss our plans for a new development at the corner of Fox and Anderson Streets (89 Anderson). The project consists of ground floor commercial space, including a restaurant and 53 residential rental apartments on Floors 2-4. This meeting pertains to our Level III Site Plan Application.

Meeting Location:	Redfern Office, 178 Washington Ave, Portland
Meeting Date:	Wednesday, February 25th
Meeting Time:	6:00pm

The City Code requires that property owners within 500 feet of the proposed development and residents on an "interested parties list", be invited to participate in a neighborhood meeting. A sign-in sheet will be circulated and minutes of the meeting will be taken. Both the sign-in sheet and minutes will be submitted to the Planning Board.

If you have any questions, please contact me at 207-221-5746 or jonathan@redfernproperties.com. I hope to see you at the meeting.

Sincerely,

Jonathan Culley
Redfern Properties LLC

SIGN-IN SHEET

89 Anderson Street

Neighborhood Meeting – Level III Site Plan Review

February 25, 2015, 6pm **Redfern Properties Office – 178 Washington Ave.**

Name	Address	Email (Optional)
Michele Caster	86 Anderson St	measter33@icloud.com
Chris Teret	73 Anderson St	christopherteret@hotmail.com
BROOKE BURKETT	35 Merrill St.	bburkett@CAMPKETCHA.ORG
Ellen Bailey	17 Hammond St.	efbailey666@gmail.com
TIM LIPPERT	76 ANDERSON ST.	TALIPPERT@GMAIL.COM

89 Anderson Street

Neighborhood Meeting – Level III Site Place Application

Meeting held February, 2015, 6pm at Redfern Properties Office, 178 Washington Ave, Portland

Meeting Minutes:

Please note that minutes are not verbatim, but we have made our best efforts to reflect meaning and intent.

The meeting began at 6:05pm. Jonathan Culley, principal of Redfern Properties introduced himself and the design team consisting of Ryan Senatore of Ryan Senatore Architecture, Civil Engineer Will Savage of Acorn Engineering, and Landscape Architect Soren DeNiord.

Culley explained the City of Portland's approval process, that this evening's meeting is related to the Level III Site Plan Application, which focuses on the more technical aspects of the project such as traffic, parking, stormwater, architectural design, landscaping, etc. Culley noted that a Planning Board workshop has been scheduled for March 10th, 2015.

Culley described the project in general and then turned the floor over to Ryan Senatore. Ryan showed a series of building plans, elevations, and renderings and discussed architectural themes and elements. Ryan discussed dimensions and setbacks.

Will Savage of Acorn Engineering discussed site improvements including grading, storm water plans, utilities plans, and parking lot configuration.

Soren DeNiord spoke about landscaping including types of trees and shrubs that are being considered.

The floor was then opened for questions.

Q. How Wide is the Sidewalk?

About 10' and the building is about 14' off the curb. A discussion took place about the front setback requirements.

Q. Where is the Door to the Commercial Suite?

A restaurant is envisioned for the corner of Fox and Anderson and the entrance is on the corner. One or two additional commercial suites will be on Anderson, one of which is targeted for a non-profit. The apartment entrance is between the restaurant and other commercial suites.

Q. Are you thinking about sea level rise?

We have elevated the commercial space floor to 12' which allows for sea level rise and storm surge. This has definitely been a consideration.

Q. We have issues in the neighborhood during big storms.

Will Savage discuss the manner in which we are dealing with storm water and peak flows. We are using a number of tools and measures to reduce peak flows.

Q. Are you using any water catchment for irrigation?

There are no plans for that; we plan to use drought tolerant trees and shrubs so do not plan to have an irrigation requirement.

Q. Is there any parking for the restaurant?

The ordinance will require us to provide some parking for the restaurant. We plan to lease parking offsite to meet this requirement.

Q. Can you discuss some of the energy efficiency measures you will be taking?

Culley discussed Redfern's core values related to energy efficiency and described the building envelope strategies, R-values, and use of heat pumps for heating and cooling as well as the intent to install photovoltaics on the roof. Culley also discussed the orientation of the building toward the south to maximize solar gain.

Q. We have trouble with internet performance and Time Warner tells us we are at the end of the line. Do you know anything about this?

Time Warner cable has given us a "Capacity to Serve" letter and we were not aware of this. Internet performance is something that will be important to our tenants so we will look into this. Thanks for letting us know.

Q. We are still concerned about the traffic visibility at the Fox/Anderson intersection? Has anything additional been done about this?

We appreciate your concern. When we did our traffic analysis, both our traffic engineer and the City's traffic engineer determined that the proposed condition was reasonable. So while we don't want to dismiss your concern, the experts that we rely are telling us that this is acceptable.

Q. Can you talk about shrub selections? I would like to see something edible.

Soren DeNiord discussed the types of plants and trees that may be selected. He suggested blueberry shrubs could be a good option and that he also likes Service Berry Trees. The team agreed to consider these suggestion for some edible plants/trees.

Q. My concern is being in this room that is empty. The last meeting was a room full of people and a lot of them was opposed to some aspect of this plan. And then the City Council unanimously approved the project. So what is the purpose of this meeting? Some people in the neighborhood are feeling like their voices are not being heard.

Culley: We have made efforts to communicate with everybody. I think many people are supportive of this project and some others have concerns. We certainly can't take every suggestion from every neighbor. But we feel like what we are doing is good for the City and good for the environment, and will help with housing affordability. While there are always consequences to change, I feel confident that this is good development.

Q. You have committed to donate some commercial space to a non-profit. How will this process work?

Culley reiterated his commitment to donate space to a not-for-profit that could benefit the neighborhood. A discussion ensued about how Redfern would work with the neighborhood to identify non-profit users for the space. Organizations that were mentioned included the Portland Gear Hub (Camp Ketcha), Community Policing, Constellation Gallery. Culley agreed to engage with EBNO to continue the discussion.

Q. A question was asked about the Inclusionary Zoning proposal?

Culley discussed the current discussions in the City related to Inclusionary Zoning. Culley said that he did not think that the proposal would impact this proposal, but that even if it did, it would not have much impact as the projected rents for this project would likely be affordable to people earning 100% AMI. A discussion ensued about how to address the City's affordable housing challenges.

Q. Is 22 bicycle parking spaces enough? I am not sure you have enough car parking but I think you need more bicycle spaces.

Will Savage discussed bicycle parking. The development team committed to adding additional bicycle parking both on site and on the sidewalk.

Q. Has your traffic study taken into account proposed changes such as eliminating the ability to take a left turn from Marginal Way onto Franklin?

Culley: I am guessing that our traffic study is not addressing these proposed changes. We will look into this.

Q. Has the stormwater sewer been separated from the sanitary sewer on Anderson Street?

Will Savage said he was not certain but that he would look into it. Will indicated that we were connecting on Fox Street because Fox is separated. A discussion ensued about sewer capacity and the Utility "Capacity to Serve" letters.

Q. Can we look at some of the materials that you have brought?

Ryan Senatore showed samples of the exterior cladding materials.

The meeting was adjourned at 7:31pm.

Cynthia L. Cochran
Certified Public Accountant

17 Hammond St., Portland, Maine 04101 Phone: (207) 773-0522 E-mail: ccochran@maine.rr.com

To: Nell Donaldson, Portland City Planning Office
From: Cynthia L. Cochran, East Bayside Resident and Property Owner
Re: Redfern's Level III Site Plan for 89 Anderson Street
Date: March 2, 2015

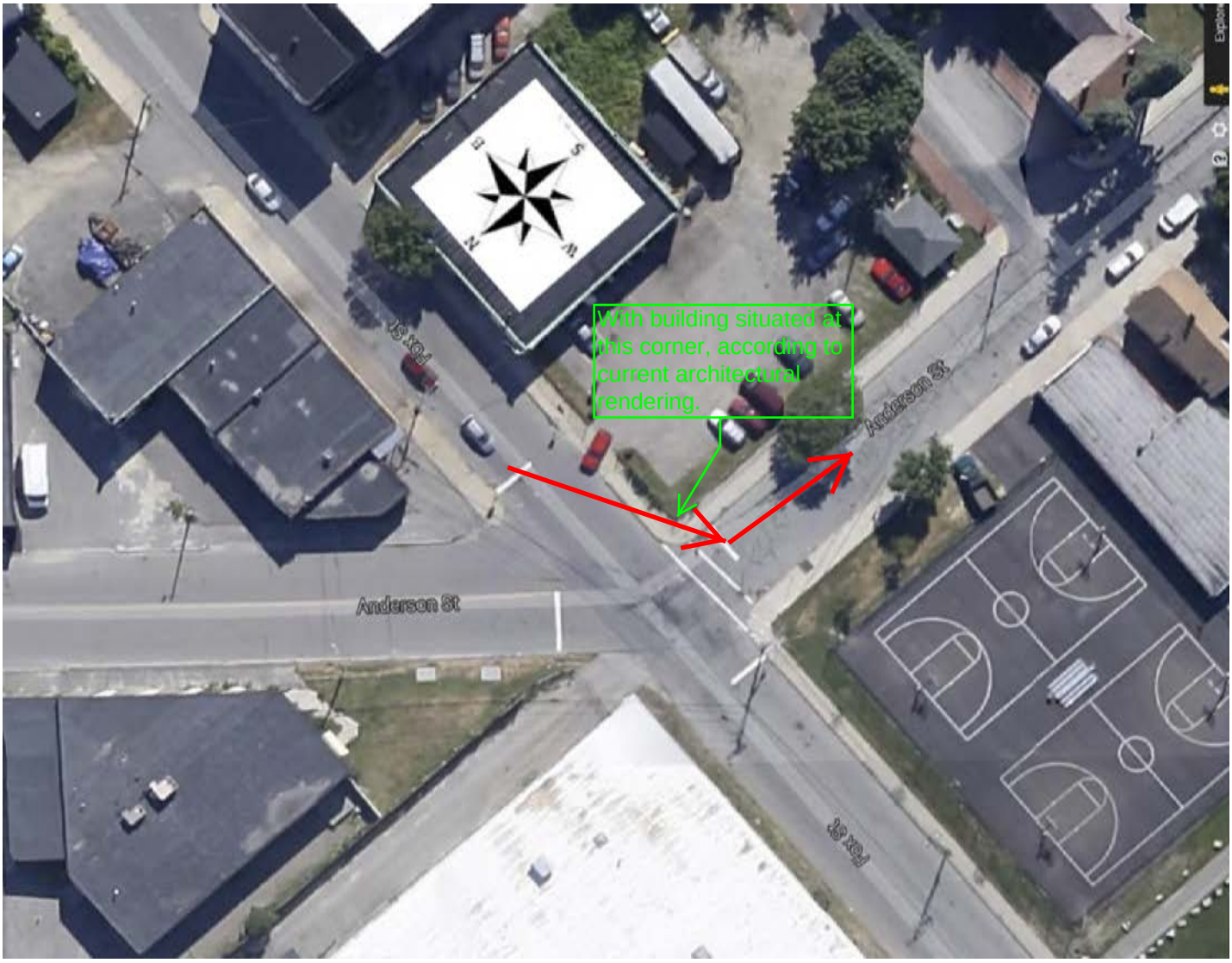
Since July 20, 2014, I have repeatedly raised grave concerns about the obstruction of sight lines at the corner of Fox and Anderson Street that will result from implementing the building design presented by Jonathan Culley for Redfern's development at 89 Anderson Street. At every planning board workshop and public hearing, neighborhood organization meeting, or project related neighborhood meeting I have attended, I have raised this issue, so I hope it is no surprise to anyone that I am raising it once again.

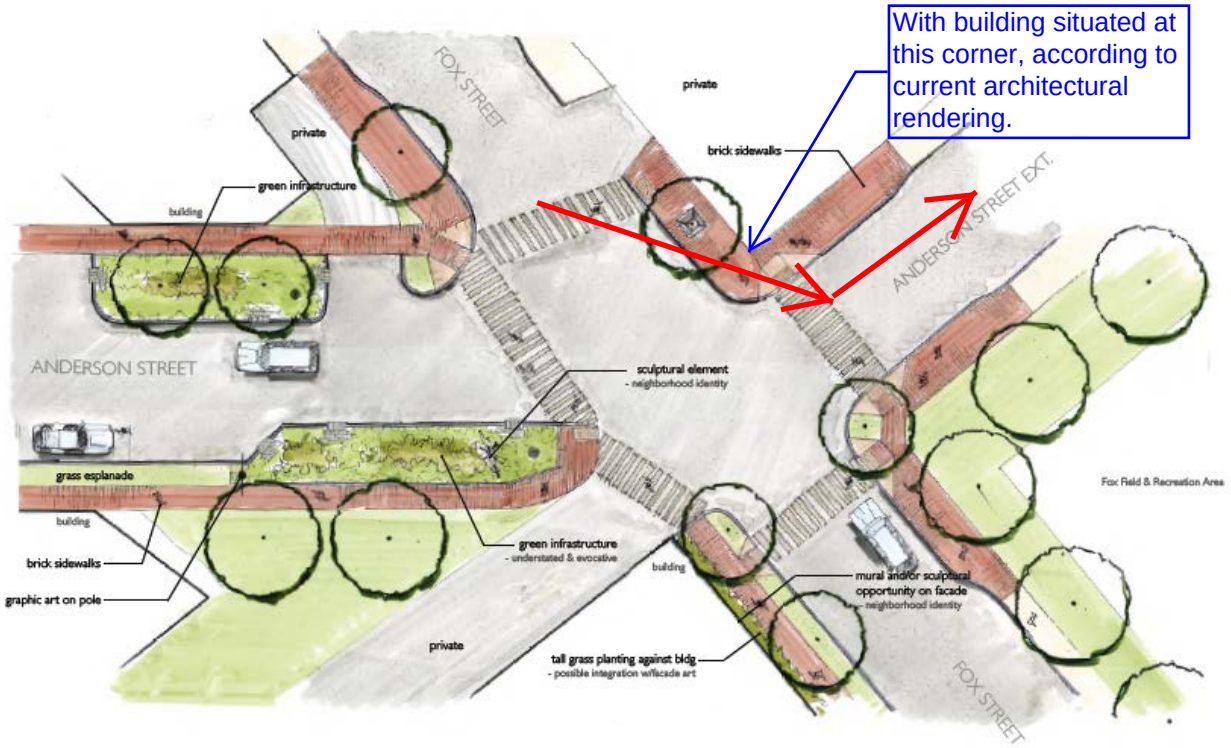
I was greatly disappointed, but not surprised, when Jonathan presented his latest, updated architectural renderings for the proposed building at the January 20, 2015 East Bayside Neighborhood Organization meeting, to see that no effort had been made to alter the designs in order to reduce the sight line obstruction that the building will impose at this corner. Jonathan's response to my repeated concerns about this matter is that he is relying on the traffic experts' (both William Bray's and Tom Errico's) previous testimonies that having four-way stop signs at this corner will be sufficient to keep us all safe.

Given the particularities of this specific intersection and the potential increased risk to public safety, I am not willing to accept unsubstantiated assertions on this matter, even from experts. However, I am willing to be convinced. So, today, I request the following from Portland's Planning Office staff/experts, Planning Board members, and Jonathan Culley (Redfern):

1. Please provide the measurement of the actual sight-line distance that will remain after construction of the currently designed building, at this intersection, as follows: From a driver's point of view, stopped at the stop sign, behind the soon-to-be created crosswalk, located at the base of the hill traveling west on Fox Street, when he/she looks left, in the southerly direction, down Anderson Street, to see cars (stopped at that stop sign, behind that soon-to-be-created crosswalk), and pedestrians, runners, bikers, etc. coming towards the intersection from that direction. I request that this distance be measured so that we can all compare it to the sight line distances recommended by the MDOT and Portland's Technical Design Manual.

   I include below an aerial view of the intersection with markups depicting the specific sight line described above and an image from the Anderson Street Byway project plans showing the placement of proposed crosswalks for this intersection.


With building situated at this corner, according to current architectural rendering.
Anderson St
Anderson St
18 Rd
18 Rd


With building situated at this corner, according to current architectural rendering.
FOX STREET
private
private
brick sidewalks
green infrastructure
building
ANDERSON STREET EXT.
ANDERSON STREET
sculptural element
- neighborhood identity
grass esplanade
building
brick sidewalks
graphic art on pole
green infrastructure
- understated & evocative
building
mural and/or sculptural opportunity on facade
- neighborhood identity
Fox Field & Recreation Area
private
tall grass planting against bldg
- possible integration w/facade art
FOX STREET

2. Please provide evidence to support the traffic expert's assertion that the four-way stop signs will be sufficient safety mechanisms at this corner. In addition to providing a citation to the authoritative literature relied upon, evidentiary materials could be multiple year (5-10 yr.) accident records from similarly designed street intersections, with similarly adjacent multiple-use zones, that show that this method (four-way stop signs) has kept people and vehicles safe while walking, driving, biking, etc. through such intersections. Similar intersections could be located elsewhere in the City of Portland or in other similar cities.
3. Please research alternative, and/or additional (to the four-way stop signs) remedies, including architectural options (i.e. cantilevering, see photo below) for this corner of the building that would allow a greater sight line distance, and present these alternatives, additions, and options for discussion at the planning board workshop, March 10, or a subsequent workshop.



I cannot support this project in its current design because it will cause an unneccessary safety risk to all residents and visitors to my neighborhood. I am hoping that you will take these further analytical steps, as responsible stewards and agents for public safety in the City of Portland, before allowing this project to move forward.

Thank you for your consideration of these requests.

Cynthia L. Cochran
Certified Public Accountant

17 Hammond St., Portland, Maine 04101 Phone: (207) 773-0522 E-mail: ccochran@maine.rr.com

To: Nell Donaldson, Portland City Planning Office
From: Cynthia L. Cochran, East Bayside Resident and Property Owner
Re: Redfern's Level III Site Plan for 89 Anderson Street
Date: March 4, 2015

I looked back at my previous comments for the November 12, 2014 Public Hearing and realized that many of the concerns I brought forward for that meeting were not addressed at the hearing and remain unaddressed to date. At that time, Planning Board Chair, Stuart O'Brien, indicated to Jonathan Culley (Redfern) that these concerns would need to be addressed during the Site Plan Review workshops/hearing. I believe that this meeting is then the time for that to occur.

These specific issues pertain to the previously conducted traffic impact study, revisions, and follow up responses to concerns brought forward at the September 23, 2014 public workshop, as well as, to the continuing lack of a plan for providing parking for the commercial spaces (i.e. the restaurant and office spaces) on the first floor. The details from my previous comments are presented again here, as follows:

1. At the Sept 23 workshop, both the public and the planning board specifically requested that field events at Kennedy Park (Fox Field) be taken into account. This was not accomplished by the applicant, apparently due to bad weather on the one day selected. The schedule of athletic events for the period Sept 24 – Oct 24 indicates there were 23 week days with field events available for conducting this count. The applicant chose the very last day, and, unfortunately, the weather was bad and the events were cancelled. The applicant conducted and submitted the Friday, Oct 24, 3:45-4:45 PM peak counts anyway, and compares them with the previous Tuesday, Aug 14, 4:30-5:30PM counts, although the day of the week, the PM peak hour, and the weather conditions were all completely different. This comparison is not valid due to the many different conditions.

   The applicant also states:

   "The noted intersection was projected to operate at the absolutely best level of service (Level of Service A) under post-development conditions, and based upon that determination, it is highly reasonable to assume that more than acceptable traffic operations would remain at the intersection even with the addition of significantly heavier peak hour volumes of traffic generated by the Sports fields."

The attached photographs, taken on Friday, Oct 10, between 5:10 – 5:17 PM document that level of service issues for both Washington/Fox and Franklin/Fox intersections impact traffic congestion and motorist decision-making at the Fox/Anderson intersection. Youth Football League practice was occurring at this time. However, most of the related vehicles were parked, so this level of traffic congestion is not solely attributable to that event.

The applicant's initial traffic impact study, revisions, and additions have not included counts at the Franklin/Fox intersection, although it is just as close to the 89 Anderson Street site as the three that have been included.

Also attached is a yearly schedule of athletic events held at Fox Field from Oct 2013 thru Oct 2014. Please note the heavy, daily use of this field in all months of the year except the 4½ month period starting Nov 10, 2013 and ending March 29, 2014.

2. The applicant's response to the request that counts be included for the commercial spaces proposed in this rezoning request:

   Applicant backed away from previous declarations and architectural drawings that indicated a 1,977 SF restaurant and a 716 SF commercial space, and states that the usage of 2,780 SF of commercial space is undetermined at this time. New drawings show 3 separate commercial spaces of differing sizes. However, the applicant chose to submit traffic impact data based upon the category #814 - "Specialty Retail Center" from the 8th edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual and calculates a total of 8 additional PM Peak Hour trips for the total commercial space on this site. This is based upon 2.71 trips per 1,000 SF indicated for this category of use:

   2,780 SF/1,000 SF X 2.71 = 8 PM Peak Hour trips

   The ITE Common Trip Generation Rates for the PM Peak Hour is attached. This is from the 9th edition of the ITE Trip Generation Manual, and although the Specialty Retail Center category number has changed, the rate is the same, and other relevant rates are most likely unchanged. I have highlighted in yellow a number of the more likely, permitted uses for commercial space at this site, based on the recent modifications to the land use ordinance code for the B-1/B-1b zones.

   The trips per unit for these most likely uses range from low to high, 1.49 per 1,000 SF for general office building, to 40.75 for Coffee/Donut Shop without Drive-Through Window. These rates result in a range of 5 to 114 PM Peak Hour trips.

   The applicant's selected category is highlighted in red. The 2.71 trips per 1,000 SF resulting in 8 PM peak hour trips is on the very low end of this range. Given that the applicant states that the usage of this commercial space is undetermined, and that

this aspect of the project design is clearly mutable, the board should consider the traffic impacts of the broadest range of commercial uses at this site.

The applicant had originally proposed a restaurant and community center/office space. Using the 2,000 SF limit on restaurant space in the recently amended B-1b ordinance, the result would be something like this, depending on the type of restaurant and other commercial use:

Restaurant Space at 2,000 SF (2,000/1000 = 2 units): 15 to 52 PM peak hour trips
#931 – Quality Restaurant at 7.49 trips per unit = 15
#932 – High-Turnover (Sit Down) Restaurant at 11.15 trips per unit = 23
#933 Fast Food Restaurant without Drive Through Window at 26.15 trips per unit = 53

Commercial Space at 780 SF (780/1000 = .78 units): 2 to 30 PM peak hour trips
#710 – General Office Building at 1.49 trips per unit = 2
#715 – Single Tenant Office Building at 1.74 trips per unit = 2
#936 – Coffee/Donut Shop without Drive-Through Window at 40.75 trips per unit = 32

Totals for Commercial Space: 17 to 85 PM peak hour trips

Note that these calculations are only for the PM peak hour trips. No calculation was provided for AM peak hour trips. Perhaps Tom Errico can supply this missing information.

3. The applicant has used different methods to determine the number of peak vehicle trips generated by the proposed 89 Anderson Street project and generated by the existing 3G's automobile repair center. The 8th edition of the ITE Trip Generation Manual was used to determine peak vehicle trips for the proposed development, but field counts, conducted on Thursday, Sept 11, 2014, were used to determine the numbers for 3G's. The field count amounts are subtracted from the ITE Trip Generation Manual amounts to determine the volume of "new" trips generated by the proposed project. This mixed methodology does not produce a reasonable estimate.

   The attached ITE Common Trip Generation Rates for the PM Peak Hour indicates that the rate for Category #942 – Automobile Care Center is 3.11 per 1,000 SF (highlighted in blue). Applying this method to the 5,698 SF 3G's building results in 18 PM peak hour trips, an amount that is 25% less than the 24 amount, indicated by the field count. One could conclude that, based on the actual field count, the ITE rates are 25% too low, and, perhaps unreliable; or, at least the very least, if the ITE rates are used to determine estimated peak vehicle trips, they should be applied consistently.

   I was unable to locate a free source for the ITE AM peak hour rates, so am unable to calculate how much less that would be from the applicant's field count of 12. Perhaps this information can be supplied by Tom Errico. If the same 25% reduction is applied, the equivalent ITE count would be 9.

4. No consideration has been given to the anticipated, increased traffic volumes on Anderson, Cove, and Fox Streets that will result from restrictions on traffic leaving East Bayside via Marginal Way, as proposed by the Franklin Street Redesign Committee in its effort to reduce congestion at the Marginal Way/Franklin Street intersection. The Committee has determined that this restriction is the "best option."

   Counts were conducted by the Franklin Redesign Committee in their efforts to evaluate the effectiveness of this restriction which should be utilized by the planning board to evaluate the accumulated traffic impacts of this proposed development. See attached counts for Urban Street #1 and #2. The net increased traffic count for Urban Street #1 is 94 for the AM peak, and 115 for the PM peak. The net increased traffic count for Urban Street #2 is 100 for the AM peak, and 84 for the PM peak. This net increase will be routed to Fox Street via either Cove, Diamond, or Anderson Streets.

Each of the issues, sited above, change the results of the traffic impact study originally conducted by the applicant. A summary is provided below.

Traffic Impact Data Analysis for 89 Anderson Street

	Anderson/Fox Intersection	
	AM Peak	**PM Peak**
Site Traffic - #220 - Apartment	**28**	**33**
Site Traffic - Restaurant	**???**	**15 - 53**
Site Traffic - Other Commercial Space	**???**	**2 - 32**
Totals for site	**28 - ???**	**50 - 118**
Current Use - 3Gs - #942 - Automobile Care Center	**-9**	**-18**
Net increase for site	**19 - ???**	**32 - 100**
Kennedy Park (Fox Field) Use - Impact on PM Peak		**???**
Other Development Traffic including:	**24**	**37**
(From Applicant's Traffic Impact Study, figures 5& 6)		
Washington Avenue Efficiencies		
PHA Bayside Anchor Project		
Munjoy Heights		
Intermodal Transportation Facility - 122 Anderson St.		
Total traffic impact at Anderson/Fox Streets	**43 - ???**	**69 - 137**
Franklin Street Redesign - Marginal Way restriction	**94 - 100**	**115 - 84**
Accumulated Traffic Impact to Fox Street	**137 - 143+???**	**184 - 221**

Portion of 11/12/2014 Summary:

During all the public meetings, from July through today, I have researched and presented a great deal of information to the board, regarding this location and its many challenges. The parking implications for this mixed use project have not yet been addressed at any of these meetings. Parking, at this location, is already a huge problem, due to increasing customers for the Fox Street industrial zone businesses, the lack of adequate parking for Coffee By Design patrons, the lack of off-street parking for Fox Field, and the deluge of parental vehicles, needing parking spaces that occurs for each Fox Field athletic event.

Added Today:

I recently heard the news that Nova Star received funding support from Nova Scotia to carry on its 2015 season. The intermodal staging for that enterprise will add to the traffic congestion and parking challenges along Fox Street and particularly at the intersection with Anderson Street. The Nova Star season coincides with the high levels of athletic activities scheduled at Fox Field.

I look forward to hearing from Redfern's representatives, Planning Staff and experts, and Planning Board Members regarding these issues.

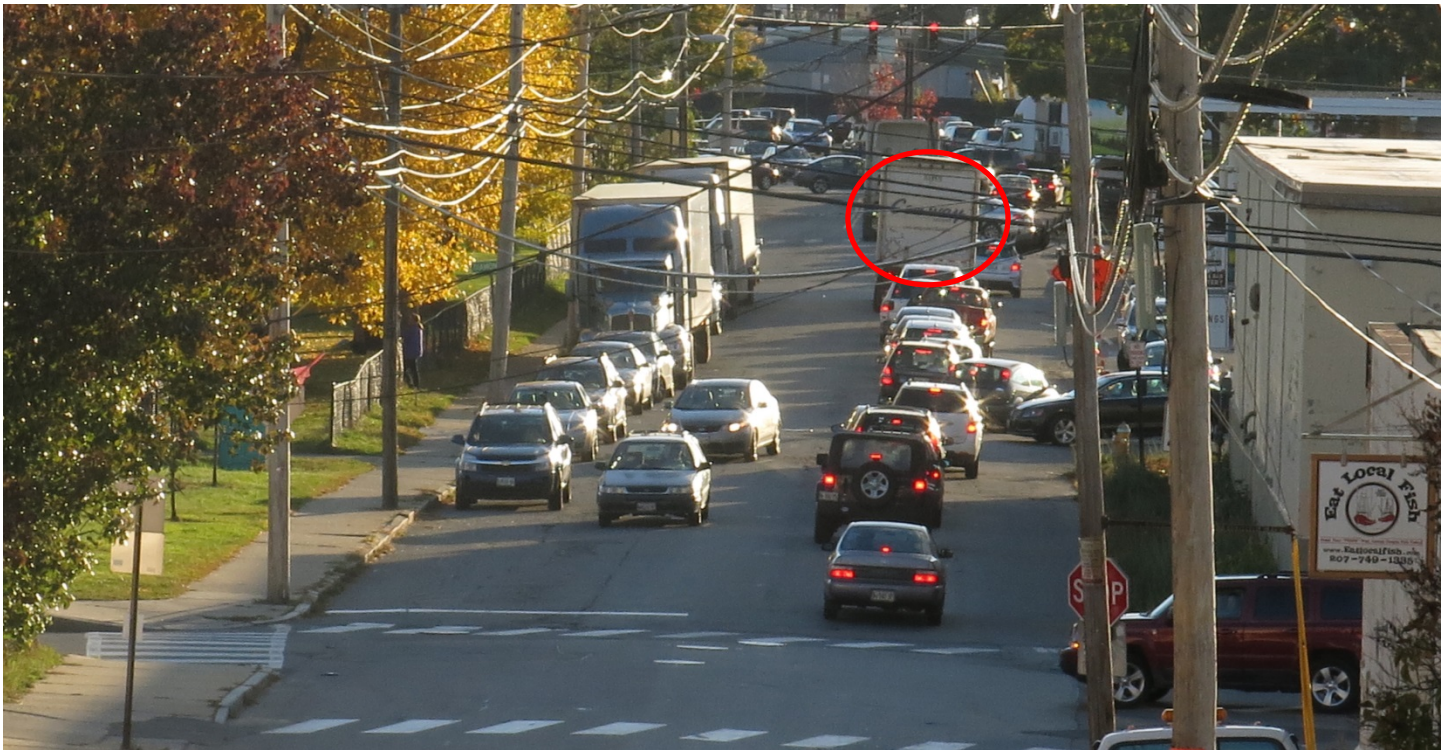
More pictures of Fox Street traffic/parking congestion:



From Hammond St intersection, facing east, towards Washington Ave, 5:10:36 PM, Friday, Oct 10, 2014



From Anderson St intersection facing east, towards Washington Ave, 5:15:55 PM, Friday, Oct 10, 2014
Please note the position change of the circled vehicle in the two pictures after more than 5 minutes.



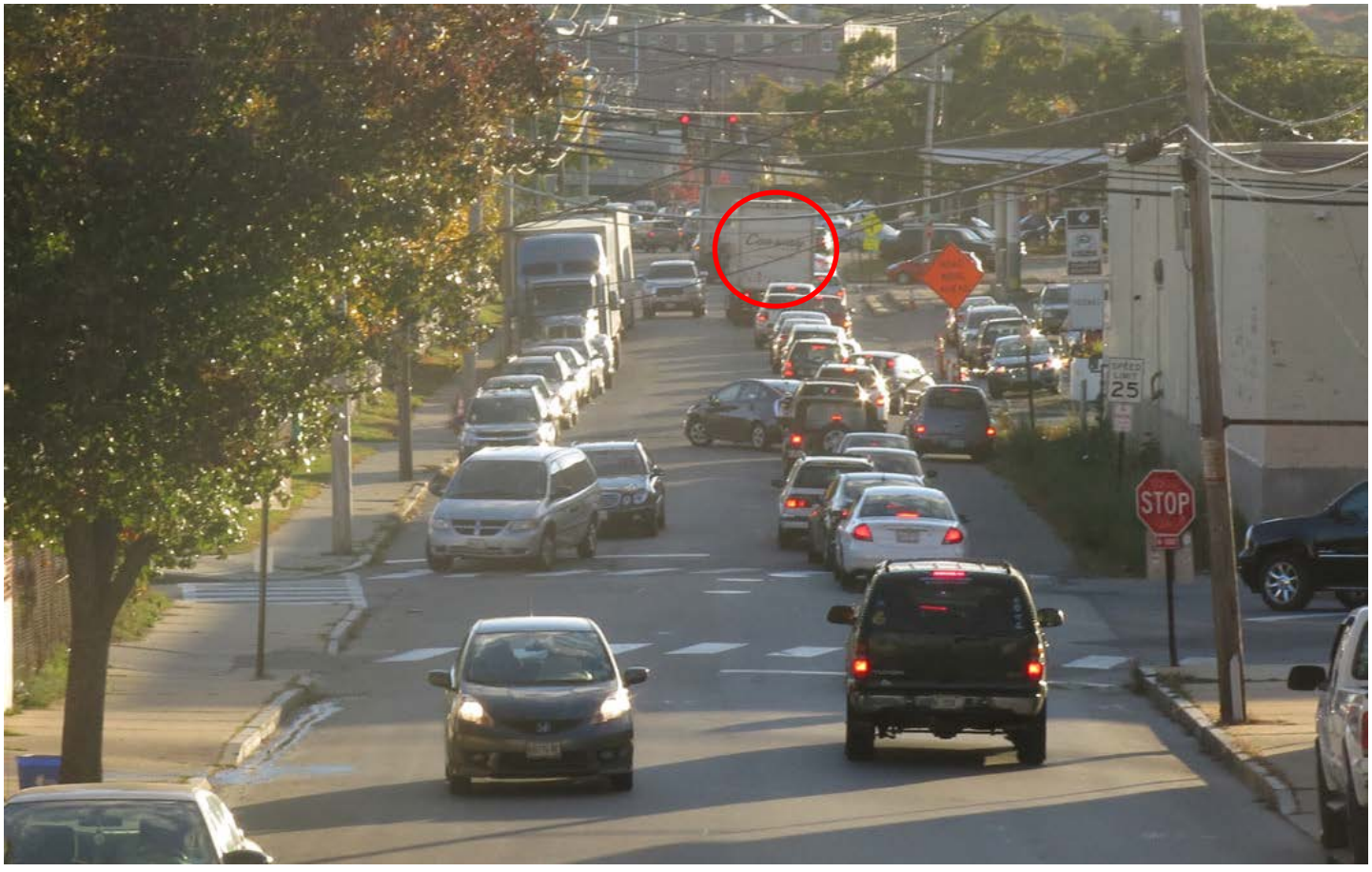
Anderson St, facing west, towards Franklin St, 5:11:45 PM, Friday, Oct 10, 2014. Light is red.



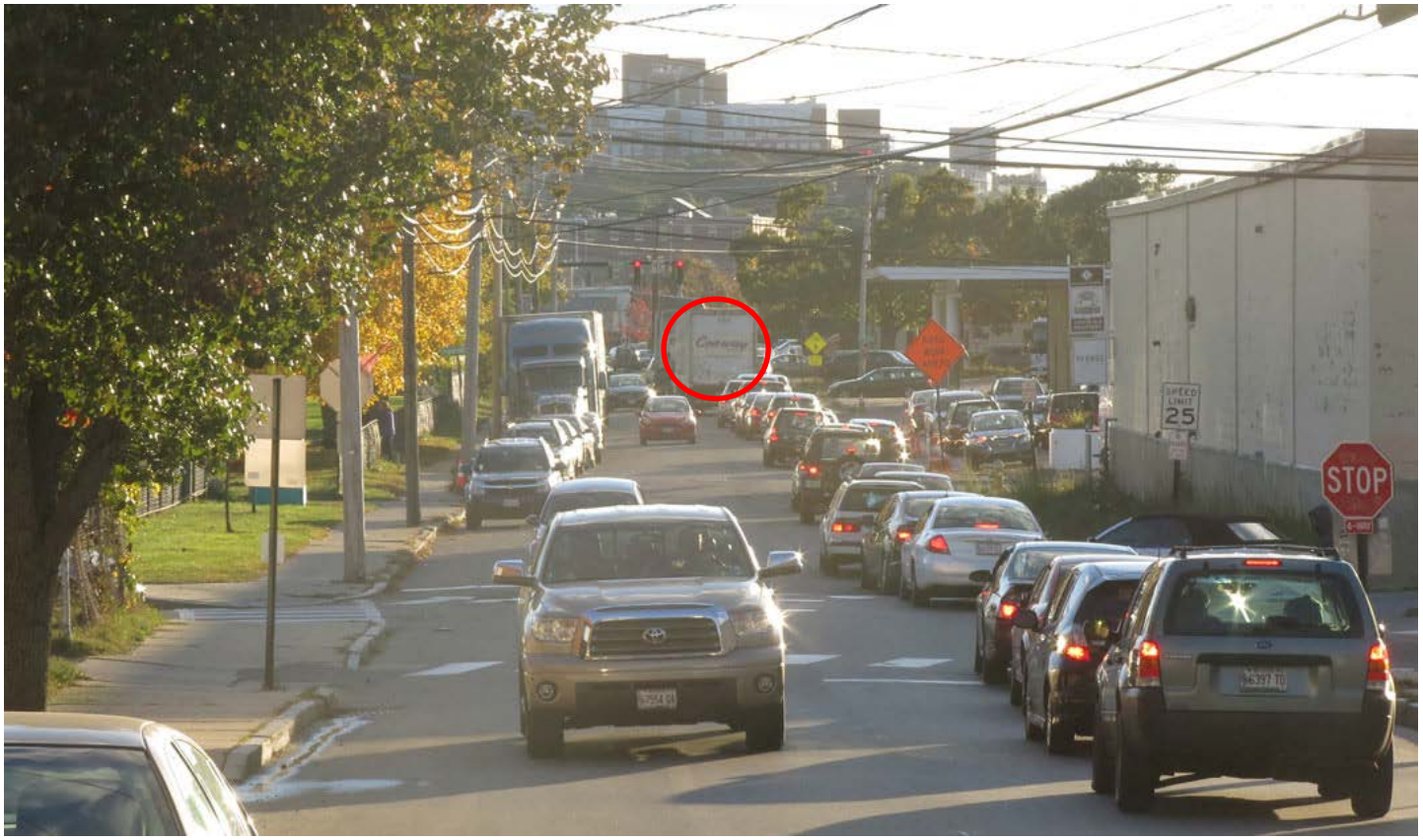
Anderson St, facing west, towards Franklin St, 5:12:06 PM, Friday, Oct 10, 2014. Light is still red.



Anderson St, facing west, towards Franklin St, 5:12:35 PM, Friday, Oct 10, 2014. Light is green.



Anderson St, facing west, towards Franklin St, 5:12:53 PM, Friday, Oct 10, 2014. Light is red.



Anderson St, facing west, towards Franklin St, 5:13:36 PM, Friday, Oct 10, 2014. Light is red.



Anderson St, facing west, towards Franklin St, 5:16:51 PM, Friday, Oct 10, 2014. Light is yellow.
Con-way truck just makes it through the yellow light, three light cycles and more than 5 minutes later.

October 2013

East Bayside Athletic Facility

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
		2:00 PM-5:00 PM PHS practice AF Game Field Prep Portland High School / High School Portland 2:00 PM-5:00 PM **5:00 PM-7:00 PM** PYFL PRACTICE AF Field Rental PYFL / Football League Portland Youth 5:00 PM-7:00 PM	**2:00 PM-5:00 PM** PHS practice AF Game Field Prep Portland High School / High School Portland 2:00 PM-5:00 PM **5:00 PM-7:00 PM** PYFL PRACTICE AF Field Rental PYFL / Football League Portland Youth 5:00 PM-7:00 PM	**2:00 PM-5:00 PM** PHS practice AF Game Field Prep Portland High School / High School Portland 2:00 PM-5:00 PM **5:00 PM-7:00 PM** PYFL PRACTICE AF Field Rental PYFL / Football League Portland Youth 5:00 PM-7:00 PM	**2:00 PM-5:00 PM** PHS practice AF Game Field Prep Portland High School / High School Portland 2:00 PM-5:00 PM **5:00 PM-7:00 PM** PYFL PRACTICE AF Field Rental PYFL / Football League Portland Youth 5:00 PM-7:00 PM	**12:00 PM-4:00 PM** Portland Rugby Match AF Field Rental Portland Rugby Club - Men's / Matthew Winch 12:00 PM-4:00 PM
6	7	8	9	10	11	12
	2:00 PM-5:00 PM PHS practice AF Game Field Prep Portland High School / High School Portland 2:00 PM-5:00 PM **5:00 PM-7:00 PM** PYFL PRACTICE AF Field Rental PYFL / Football League Portland Youth 5:00 PM-7:00 PM	**2:00 PM-5:00 PM** PHS practice AF Game Field Prep Portland High School / High School Portland 2:00 PM-5:00 PM **5:00 PM-7:00 PM** PYFL PRACTICE AF Field Rental PYFL / Football League Portland Youth 5:00 PM-7:00 PM	**2:00 PM-5:00 PM** PHS practice AF Game Field Prep Portland High School / High School Portland 2:00 PM-5:00 PM **5:00 PM-7:00 PM** PYFL PRACTICE AF Field Rental PYFL / Football League Portland Youth 5:00 PM-7:00 PM	**2:00 PM-5:00 PM** PHS practice AF Game Field Prep Portland High School / High School Portland 2:00 PM-5:00 PM **5:00 PM-7:00 PM** PYFL PRACTICE AF Field Rental PYFL / Football League Portland Youth 5:00 PM-7:00 PM	**2:00 PM-5:00 PM** PHS practice AF Game Field Prep Portland High School / High School Portland 2:00 PM-5:00 PM **5:00 PM-7:00 PM** PYFL PRACTICE AF Field Rental PYFL / Football League Portland Youth 5:00 PM-7:00 PM	
13	14	15	16	17	18	19
	2:00 PM-5:00 PM PHS practice AF Game Field Prep Portland High School / High School Portland 2:00 PM-5:00 PM **5:00 PM-7:00 PM**	**2:00 PM-5:00 PM** PHS practice AF Game Field Prep Portland High School / High School Portland 2:00 PM-5:00 PM **5:00 PM-7:00 PM**	**2:00 PM-5:00 PM** PHS practice AF Game Field Prep Portland High School / High School Portland 2:00 PM-5:00 PM **5:00 PM-7:00 PM**	**2:00 PM-5:00 PM** PHS practice AF Game Field Prep Portland High School / High School Portland 2:00 PM-5:00 PM **5:00 PM-7:00 PM**	**2:00 PM-5:00 PM** PHS practice AF Game Field Prep Portland High School / High School Portland 2:00 PM-5:00 PM **5:00 PM-7:00 PM**	**12:00 PM-4:00 PM** Portland Rugby Match AF Field Rental Portland Rugby Club - Men's / Matthew Winch 12:00 PM-4:00 PM

October 2013

East Bayside Athletic Facility

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
13	14	15	16	17	18	19
	PYFL PRACTICE AF Field Rental PYFL / Football League Portland Youth 5:00 PM-7:00 PM	PYFL PRACTICE AF Field Rental PYFL / Football League Portland Youth 5:00 PM-7:00 PM	PYFL PRACTICE AF Field Rental PYFL / Football League Portland Youth 5:00 PM-7:00 PM	PYFL PRACTICE AF Field Rental PYFL / Football League Portland Youth 5:00 PM-7:00 PM	PYFL PRACTICE AF Field Rental PYFL / Football League Portland Youth 5:00 PM-7:00 PM	
20	21	22	23	24	25	26
	2:00 PM-5:00 PM PHS practice AF Game Field Prep Portland High School / High School Portland 2:00 PM-5:00 PM **5:00 PM-7:00 PM** PYFL PRACTICE AF Field Rental PYFL / Football League Portland Youth 5:00 PM-7:00 PM	**2:00 PM-5:00 PM** PHS practice AF Game Field Prep Portland High School / High School Portland 2:00 PM-5:00 PM **5:00 PM-7:00 PM** PYFL PRACTICE AF Field Rental PYFL / Football League Portland Youth 5:00 PM-7:00 PM	**2:00 PM-5:00 PM** PHS practice AF Game Field Prep Portland High School / High School Portland 2:00 PM-5:00 PM **5:00 PM-7:00 PM** PYFL PRACTICE AF Field Rental PYFL / Football League Portland Youth 5:00 PM-7:00 PM	**2:00 PM-5:00 PM** PHS practice AF Game Field Prep Portland High School / High School Portland 2:00 PM-5:00 PM **5:00 PM-7:00 PM** PYFL PRACTICE AF Field Rental PYFL / Football League Portland Youth 5:00 PM-7:00 PM	**2:00 PM-5:00 PM** PHS practice AF Game Field Prep Portland High School / High School Portland 2:00 PM-5:00 PM **5:00 PM-7:00 PM** PYFL PRACTICE AF Field Rental PYFL / Football League Portland Youth 5:00 PM-7:00 PM	
27	28	29	30	31		
	2:00 PM-5:00 PM PHS practice AF Game Field Prep Portland High School / High School Portland 2:00 PM-5:00 PM **5:00 PM-7:00 PM** PYFL PRACTICE AF Field Rental PYFL / Football League Portland Youth 5:00 PM-7:00 PM	**2:00 PM-5:00 PM** PHS practice AF Game Field Prep Portland High School / High School Portland 2:00 PM-5:00 PM **5:00 PM-7:00 PM** PYFL PRACTICE AF Field Rental PYFL / Football League Portland Youth 5:00 PM-7:00 PM	**2:00 PM-5:00 PM** PHS practice AF Game Field Prep Portland High School / High School Portland 2:00 PM-5:00 PM **5:00 PM-7:00 PM** PYFL PRACTICE AF Field Rental PYFL / Football League Portland Youth 5:00 PM-7:00 PM	**2:00 PM-5:00 PM** PHS practice AF Game Field Prep Portland High School / High School Portland 2:00 PM-5:00 PM **5:00 PM-7:00 PM** PYFL PRACTICE AF Field Rental PYFL / Football League Portland Youth 5:00 PM-7:00 PM		

November 2013

East Bayside Athletic Facility

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
					2:00 PM-5:00 PM PHS practice AF Game Field Prep Portland High School / High School Portland 2:00 PM-5:00 PM **5:00 PM-7:00 PM** PYFL PRACTICE AF Field Rental PYFL / Football League Portland Youth 5:00 PM-7:00 PM	**12:00 PM-4:00 PM** Portland Rugby Match AF Field Rental Portland Rugby Club - Men's / Matthew Winch 12:00 PM-4:00 PM
3	4	5	6	7	8	9
	2:00 PM-5:00 PM PHS practice AF Game Field Prep Portland High School / High School Portland 2:00 PM-5:00 PM	**2:00 PM-5:00 PM** PHS practice AF Game Field Prep Portland High School / High School Portland 2:00 PM-5:00 PM	**2:00 PM-5:00 PM** PHS practice AF Game Field Prep Portland High School / High School Portland 2:00 PM-5:00 PM	**2:00 PM-5:00 PM** PHS practice AF Game Field Prep Portland High School / High School Portland 2:00 PM-5:00 PM	**2:00 PM-5:00 PM** PHS practice AF Game Field Prep Portland High School / High School Portland 2:00 PM-5:00 PM	**12:00 PM-4:00 PM** Portland Rugby Match AF Field Rental Portland Rugby Club - Men's / Matthew Winch 12:00 PM-4:00 PM
10	11	12	13	14	15	16
17	18	19	20	21	22	23

November 2013

East Bayside Athletic Facility

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2013

East Bayside Athletic Facility

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2014

East Bayside Athletic Facility

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2014

East Bayside Athletic Facility

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 2014

East Bayside Athletic Facility

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March 2014

East Bayside Athletic Facility

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
30	31					
	4:00 PM-5:30 PM Portland Youth Rugby AF Field Rental U19 High School Rugby / Rocco Frenzilli 4:00 PM-5:30 PM **5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM					

April 2014

East Bayside Athletic Facility

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
		5:30 PM-7:00 PM Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**3:00 PM-5:00 PM** Portland Youth Rugby AF Field Rental U19 High School Rugby / Rocco Frenzilli 3:00 PM-5:00 PM **5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	
6	7	8	9	10	11	12
	4:00 PM-5:30 PM Portland Youth Rugby AF Field Rental U19 High School Rugby / Rocco Frenzilli 4:00 PM-5:30 PM **5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**3:00 PM-5:00 PM** Portland Youth Rugby AF Field Rental U19 High School Rugby / Rocco Frenzilli 3:00 PM-5:00 PM **5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**8:00 AM-1:00 PM** Rugby Games AF Field Rental Portland Womens Rugby Club / Rugby Women's 8:00 AM-1:00 PM
13	14	15	16	17	18	19
	4:00 PM-5:30 PM Portland Youth Rugby AF Field Rental U19 High School Rugby / Rocco Frenzilli 4:00 PM-5:30 PM **5:30 PM-7:00 PM**	**5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**3:00 PM-5:00 PM** Portland Youth Rugby AF Field Rental U19 High School Rugby / Rocco Frenzilli 3:00 PM-5:00 PM **5:30 PM-7:00 PM**	**5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**8:00 AM-12:30 PM** Rugby Games AF Field Rental Portland Womens Rugby Club / Rugby Women's 8:00 AM-12:30 PM

April 2014

East Bayside Athletic Facility

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
13	14	15	16	17	18	19
	Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM		Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM			
20	21	22	23	24	25	26
	4:00 PM-5:30 PM Portland Youth Rugby AF Field Rental U19 High School Rugby / Rocco Frenzilli 4:00 PM-5:30 PM **5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**3:00 PM-5:00 PM** Portland Youth Rugby AF Field Rental U19 High School Rugby / Rocco Frenzilli 3:00 PM-5:00 PM **5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	
27	28	29	30			
	4:00 PM-5:30 PM Portland Youth Rugby AF Field Rental U19 High School Rugby / Rocco Frenzilli 4:00 PM-5:30 PM **5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**3:00 PM-5:00 PM** Portland Youth Rugby AF Field Rental U19 High School Rugby / Rocco Frenzilli 3:00 PM-5:00 PM **5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM			

May 2014

East Bayside Athletic Facility

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
				5:30 PM-7:00 PM Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**9:00 AM-1:00 PM** Rugby Games AF Field Rental Portland Womens Rugby Club / Rugby Women's 9:00 AM-1:00 PM
4	5	6	7	8	9	10
	4:00 PM-5:30 PM Portland Youth Rugby AF Field Rental U19 High School Rugby / Rocco Frenzilli 4:00 PM-5:30 PM **5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**3:00 PM-5:00 PM** Portland Youth Rugby AF Field Rental U19 High School Rugby / Rocco Frenzilli 3:00 PM-5:00 PM **5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**5:00 PM-7:00 PM** Portland Youth Rugby AF Field Rental U19 High School Rugby / Rocco Frenzilli 5:00 PM-7:00 PM	**11:00 AM-2:00 PM** Portland Youth Rugby AF Field Rental U19 High School Rugby / Rocco Frenzilli 11:00 AM-2:00 PM
11	12	13	14	15	16	17
	4:00 PM-5:30 PM Portland Youth Rugby AF Field Rental U19 High School Rugby / Rocco Frenzilli 4:00 PM-5:30 PM **5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**3:00 PM-5:00 PM** Portland Youth Rugby AF Field Rental U19 High School Rugby / Rocco Frenzilli 3:00 PM-5:00 PM **5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	

May 2014

East Bayside Athletic Facility

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
18	**19**	**20**	**21**	**22**	**23**	**24**
	4:00 PM-5:30 PM Portland Youth Rugby AF Field Rental U19 High School Rugby / Rocco Frenzilli 4:00 PM-5:30 PM **5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**3:00 PM-5:00 PM** Portland Youth Rugby AF Field Rental U19 High School Rugby / Rocco Frenzilli 3:00 PM-5:00 PM **5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**11:00 AM-2:00 PM** Portland Youth Rugby AF Field Rental U19 High School Rugby / Rocco Frenzilli 11:00 AM-2:00 PM
25	**26**	**27**	**28**	**29**	**30**	**31**
2:00 PM-6:00 PM Soccer League AF Game Field Prep Portland Latino League Soccer / carlos salamonca 2:00 PM-6:00 PM	**5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**3:00 PM-5:00 PM** Portland Youth Rugby AF Field Rental U19 High School Rugby / Rocco Frenzilli 3:00 PM-5:00 PM **5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	

June 2014

East Bayside Athletic Facility

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
2:00 PM-6:00 PM Soccer League AF Game Field Prep Portland Latino League Soccer / carlos salamonca 2:00 PM-6:00 PM	**5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	**5:30 PM-7:00 PM** Youth Lax AF Field Rental Back Bay Youth Lacrosse / Lacrosse Back Bay 5:30 PM-7:00 PM	
8	9	10	11	12	13	14
2:00 PM-6:00 PM Soccer League AF Game Field Prep Portland Latino League Soccer / carlos salamonca 2:00 PM-6:00 PM						
15	16	17	18	19	20	21
2:00 PM-6:00 PM Soccer League AF Game Field Prep Portland Latino League Soccer / carlos salamonca 2:00 PM-6:00 PM						
22	23	24	25	26	27	28
2:00 PM-6:00 PM Soccer League AF Game Field Prep Portland Latino League Soccer / carlos salamonca 2:00 PM-6:00 PM	**9:30 AM-12:30 PM** Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM	**9:30 AM-12:30 PM** Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM	**9:30 AM-12:30 PM** Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM	**9:30 AM-12:30 PM** Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM	**9:30 AM-12:30 PM** Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM	
29	30					
2:00 PM-6:00 PM Soccer League AF Game Field Prep	**9:30 AM-12:30 PM** Field use AF Field Rental					

June 2014

East Bayside Athletic Facility

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
29	**30**					
Portland Latino League Soccer / carlos salamonca 2:00 PM-6:00 PM	Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM					

July 2014

East Bayside Athletic Facility

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
		9:30 AM-12:30 PM Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM **3:00 PM-7:30 PM** Lax Practice AF Field Rental Maineiax Lacrosse / Mimi Sokolowski 3:00 PM-7:30 PM	**9:30 AM-12:30 PM** Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM	**9:30 AM-12:30 PM** Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM	**9:30 AM-12:30 PM** Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM	
6	7	8	9	10	11	12
2:00 PM-6:00 PM Soccer League AF Game Field Prep Portland Latino League Soccer / carlos salamonca 2:00 PM-6:00 PM	**9:30 AM-12:30 PM** Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM	**9:30 AM-12:30 PM** Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM **3:00 PM-7:30 PM** Lax Practice AF Field Rental Maineiax Lacrosse / Mimi Sokolowski 3:00 PM-7:30 PM	**9:30 AM-12:30 PM** Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM	**9:30 AM-12:30 PM** Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM	**9:30 AM-12:30 PM** Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM	**2:00 PM-4:00 PM** Soccer AF Game Field Prep Lawum Kayamba 2:00 PM-4:00 PM
13	14	15	16	17	18	19
2:00 PM-6:00 PM Soccer League AF Game Field Prep Portland Latino League Soccer / carlos salamonca 2:00 PM-6:00 PM	**9:30 AM-12:30 PM** Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM	**9:30 AM-12:30 PM** Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM	**9:30 AM-12:30 PM** Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM	**9:30 AM-12:30 PM** Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM	**9:30 AM-12:30 PM** Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM	

July 2014

East Bayside Athletic Facility

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
20	**21**	**22**	**23**	**24**	**25**	**26**
2:00 PM-6:00 PM Soccer League AF Game Field Prep Portland Latino League Soccer / carlos salamonca 2:00 PM-6:00 PM	**9:30 AM-12:30 PM** Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM	**9:30 AM-12:30 PM** Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM	**9:30 AM-12:30 PM** Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM	**9:30 AM-12:30 PM** Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM	**9:30 AM-12:30 PM** Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM	
27	**28**	**29**	**30**	**31**		
2:00 PM-6:00 PM Soccer League AF Game Field Prep Portland Latino League Soccer / carlos salamonca 2:00 PM-6:00 PM	**9:30 AM-12:30 PM** Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM	**9:30 AM-12:30 PM** Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM	**9:30 AM-12:30 PM** Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM	**9:30 AM-12:30 PM** Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM		

August 2014

East Bayside Athletic Facility

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
					9:30 AM-12:30 PM Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM	
3	4	5	6	7	8	9
2:00 PM-6:00 PM Soccer League AF Game Field Prep Portland Latino League Soccer / carlos salamonca 2:00 PM-6:00 PM	**9:30 AM-12:30 PM** Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM **5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**9:30 AM-12:30 PM** Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM **5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**9:30 AM-12:30 PM** Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM **5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**9:30 AM-12:30 PM** Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM **5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**9:30 AM-12:30 PM** Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM **5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	
10	11	12	13	14	15	16
2:00 PM-6:00 PM Soccer League AF Game Field Prep Portland Latino League Soccer / carlos salamonca 2:00 PM-6:00 PM	**9:30 AM-12:30 PM** Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM **5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**9:30 AM-12:30 PM** Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM **5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**9:30 AM-12:30 PM** Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM **5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**9:30 AM-12:30 PM** Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM **5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**9:30 AM-12:30 PM** Field use AF Field Rental Portland Housing Authority / Emily Mancini-Fitch 9:30 AM-12:30 PM **5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	

August 2014

East Bayside Athletic Facility

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
17	**18**	**19**	**20**	**21**	**22**	**23**
2:00 PM-6:00 PM Soccer League AF Game Field Prep Portland Latino League Soccer / carlos salamonca 2:00 PM-6:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	
24	**25**	**26**	**27**	**28**	**29**	**30**
2:00 PM-6:00 PM Soccer League AF Game Field Prep Portland Latino League Soccer / carlos salamonca 2:00 PM-6:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	
31						
10:45 AM-1:15 PM Plymouth HSL Adult FB AF Game Field Prep The Plymouth House / John Buro 10:45 AM-1:15 PM **2:00 PM-6:00 PM** Soccer League AF Game Field Prep Portland Latino League Soccer / carlos salamonca 2:00 PM-6:00 PM						

September 2014

East Bayside Athletic Facility

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	**2**	**3**	**4**	**5**	**6**
	5:00 PM-8:00 PM Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**11:00 AM-3:00 PM** W rugby AF Field Rental Portland Womens Rugby Club / Brittney Braasch 11:00 AM-3:00 PM
7	**8**	**9**	**10**	**11**	**12**	**13**
10:45 AM-1:15 PM Plymouth HSL Adult FB AF Game Field Prep The Plymouth House / John Buro 10:45 AM-1:15 PM **2:00 PM-6:00 PM** Soccer League AF Game Field Prep Portland Latino League Soccer / carlos salamonca 2:00 PM-6:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**12:00 PM-4:00 PM** Men's Rugby AF Game Field Prep Portland Rugby Club - Men's / Matthew Winch 12:00 PM-4:00 PM
14	**15**	**16**	**17**	**18**	**19**	**20**
10:45 AM-1:15 PM Plymouth HSL Adult FB AF Game Field Prep The Plymouth House / John Buro 10:45 AM-1:15 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**11:00 AM-3:00 PM** W rugby AF Field Rental Portland Womens Rugby Club / Brittney Braasch 11:00 AM-3:00 PM
21	**22**	**23**	**24**	**25**	**26**	**27**
10:45 AM-1:15 PM Plymouth HSL Adult FB AF Game Field Prep The Plymouth House / John Buro	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth	**11:00 AM-3:00 PM** W rugby AF Field Rental Portland Womens Rugby Club / Brittney Braasch

September 2014

East Bayside Athletic Facility

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
21	**22**	**23**	**24**	**25**	**26**	**27**
10:45 AM-1:15 PM	5:00 PM-8:00 PM	5:00 PM-8:00 PM	5:00 PM-8:00 PM	5:00 PM-8:00 PM	5:00 PM-8:00 PM	11:00 AM-3:00 PM
28	**29**	**30**				
10:45 AM-1:15 PM Plymouth HSL Adult FB AF Game Field Prep The Plymouth House / John Buro 10:45 AM-1:15 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM				

October 2014

East Bayside Athletic Facility

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
			5:00 PM-8:00 PM Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**12:00 PM-4:00 PM** Men's Rugby AF Game Field Prep Portland Rugby Club - Men's / Matthew Winch 12:00 PM-4:00 PM
5	6	7	8	9	10	11
10:45 AM-1:15 PM Plymouth HSL Adult FB AF Game Field Prep The Plymouth House / John Buro 10:45 AM-1:15 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**12:00 PM-4:00 PM** Men's Rugby AF Game Field Prep Portland Rugby Club - Men's / Matthew Winch 12:00 PM-4:00 PM
12	13	14	15	16	17	18
10:45 AM-1:15 PM Plymouth HSL Adult FB AF Game Field Prep The Plymouth House / John Buro 10:45 AM-1:15 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	
19	20	21	22	23	24	25
10:45 AM-1:15 PM Plymouth HSL Adult FB AF Game Field Prep The Plymouth House / John Buro 10:45 AM-1:15 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	**5:00 PM-8:00 PM** Practice AF Field Rental PYFL / Football League Portland Youth 5:00 PM-8:00 PM	
26	27	28	29	30	31	
10:45 AM-1:15 PM Plymouth HSL Adult FB AF Game Field Prep						

October 2014

East Bayside Athletic Facility

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26	27	28	29	30	31	
The Plymouth House / John Buro 10:45 AM-1:15 PM						

INSTITUTE OF TRANSPORTATION ENGINEERS
COMMON TRIP GENERATION RATES (PM Peak Hour)

(Trip Generation Manual, 9th Edition)

Code	Description	Unit of Measure	Trips Per Unit	
PORT AND TERMINAL				
30	Truck Terminal	Acres	6.55	
90	Park and Ride Lot with Bus Service	Parking Spaces	0.62	
INDUSTRIAL				
110	General Light Industrial	1,000 SF	0.97	
120	General Heavy Industrial	Acres	2.16	
130	Industrial Park	1,000 SF	0.85	
140	Manufacturing	1,000 SF	0.73	
150	Warehousing	1,000 SF	0.32	
151	Mini-Warehouse	1,000 SF	0.26	
152	High-Cube Warehouse	1,000 SF	0.12	
170	Utilities	1,000 SF	0.76	
RESIDENTIAL				
210	Single-Family Detached Housing	Dwelling Units	1.00	
220	Apartment	Dwelling Units	0.62	
221	Low-Rise Apartment	Dwelling Units	0.58	
230	Residential Condominium / Townhouse	Dwelling Units	0.52	
240	Mobile Home Park	Dwelling Units	0.59	
251	Senior Adult Housing - Detached	Dwelling Units	0.27	
252	Senior Adult Housing - Attached	Dwelling Units	0.25	
253	Congregate Care Facility	Dwelling Units	0.17	
254	Assisted Living	Beds	0.22	
255	Continuing Care Retirement Community	Dwelling Units	0.16	
LODGING				
310	Hotel	Rooms	0.60	
320	Motel	Rooms	0.47	
330	Resort Hotel	Rooms	0.42	
RECREATIONAL				*
411	City Park	Acres	0.19	
412	County Park	Acres	0.09	*
413	State Park	Acres	0.07	
415	Beach Park	Acres	1.30	
416	Campground / Recreation Vehicle Park	Camp Sites	0.27	
417	Regional Park	Acres	0.20	
420	Marina	Berths	0.19	
430	Golf Course	Acres	0.30	
431	Miniature Golf Course	Holes	0.33	

Code	Description	Unit of Measure	Trips Per Unit	
432	Golf Driving Range	Tees / Driving Positions	1.25	
433	Batting Cages	Cages	2.22	
435	Multi-Purpose Recreational Facility	Acres	5.77	
437	Bowling Alley	1,000 SF	1.71	
441	Live Theater	Seats	0.02	
443	Movie Theater without Matinee	1,000 SF	6.16	
444	Movie Theater with Matinee	1,000 SF	3.80	
445	Multiplex Movie Theater	1,000 SF	4.91	
452	Horse Race Track	Acres	4.30	*
454	Dog Race Track	Attendance Capacity	0.15	
460	Arena	Acres	3.33	*
473	Casino / Video Lottery Establishment	1,000 SF	13.43	
480	Amusement Park	Acres	3.95	
488	Soccer Complex	Fields	17.70	
490	Tennis Courts	Courts	3.88	
491	Racquet / Tennis Club	Courts	3.35	
492	Health / Fitness Club	1,000 SF	3.53	
493	Athletic Club	1,000 SF	5.96	
495	Recreational Community Center	1,000 SF	1.45	
INSTITUTIONAL				
520	Elementary School	1,000 SF	1.21	
522	Middle School / Junior High School	1,000 SF	1.19	
530	High School	1,000 SF	0.97	
536	Private School (K-12)	Students	0.17	
540	Junior / Community College	1,000 SF	2.54	
560	Church	1,000 SF	0.55	
565	Daycare Center	1,000 SF	12.46	
566	Cemetery	Acres	0.84	
571	Prison	1,000 SF	2.91	
580	Museum	1,000 SF	0.18	
590	Library	1,000 SF	7.30	
591	Lodge / Fraternal Organization	Members	0.03	
MEDICAL				
610	Hospital	1,000 SF	0.93	
620	Nursing Home	1,000 SF	0.74	
630	Clinic	1,000 SF	5.18	
640	Animal Hospital / Veterinary Clinic	1,000 SF	4.72	

Code	Description	Unit of Measure	Trips Per Unit
OFFICE			
710	General Office Building	1,000 SF	1.49
714	Corporate Headquarters Building	1,000 SF	1.41
715	Single Tenant Office Building	1,000 SF	1.74
720	Medical-Dental Office Building	1,000 SF	3.57
730	Government Office Building	1,000 SF	1.21
732	United States Post Office	1,000 SF	1.22
733	Government Office Complex	1,000 SF	2.85
750	Office Park	1,000 SF	1.48
760	Research and Development Center	1,000 SF	1.07
770	Business Park	1,000 SF	1.29
RETAIL			
812	Building Materials and Lumber Store	1,000 SF	4.49
813	Free-Standing Discount Superstore	1,000 SF	4.35
814	Variety Store	1,000 SF	6.82
815	Free Standing Discount Store	1,000 SF	4.98
816	Hardware / Paint Store	1,000 SF	4.84
817	Nursery (Garden Center)	1,000 SF	6.94
818	Nursery (Wholesale)	1,000 SF	5.17
820	Shopping Center	1,000 SF	3.71
823	Factory Outlet Center	1,000 SF	2.29
826	Specialty Retail Center	1,000 SF	2.71
841	New Car Sales	1,000 SF	2.62
842	Recreational Vehicle Sales	1,000 SF	2.54
843	Automobile Parts Sales	1,000 SF	5.98
848	Tire Store	1,000 SF	4.15
850	Supermarket	1,000 SF	9.48
851	Convenience Market (Open 24 Hours)	1,000 SF	52.41
852	Convenience Market (Open 15-16 Hours)	1,000 SF	34.57
853	Convenience Market with Gasoline Pumps	1,000 SF	50.92
854	Discount Supermarket	1,000 SF	8.34
857	Discount Club	1,000 SF	4.18
860	Wholesale Market	1,000 SF	0.88
861	Sporting Goods Superstore	1,000 SF	1.84
862	Home Improvement Superstore	1,000 SF	2.33
863	Electronics Superstore	1,000 SF	4.50
864	Toy / Children's Superstore	1,000 SF	4.99
866	Pet Supply Superstore	1,000 SF	3.38
867	Office Supply Superstore	1,000 SF	3.40
875	Department Store	1,000 SF	1.87

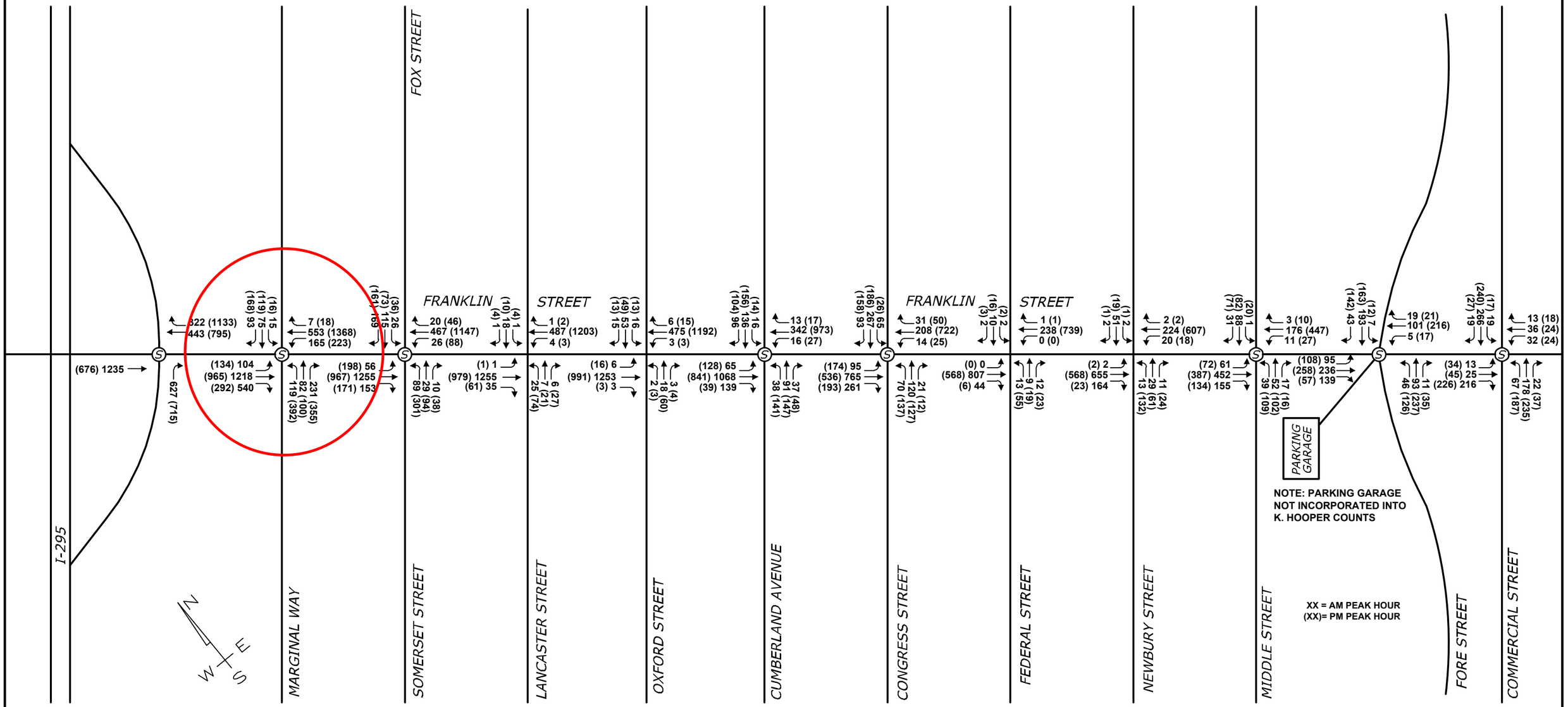
Code	Description	Unit of Measure	Trips Per Unit
876	Apparel Store	1,000 SF	3.83
879	Arts and Craft Store	1,000 SF	6.21
880	Pharmacy / Drugstore without Drive-Through Window	1,000 SF	8.4
881	Pharmacy / Drugstore with Drive-Through Window	1,000 SF	9.91
890	Furniture Store	1,000 SF	0.45
896	DVD/Video Rental Store	1,000 SF	13.60
SERVICES			
911	Walk-In Bank	1,000 SF	12.13
912	Drive-In Bank	1,000 SF	24.30
918	Hair Salon	1,000 SF	1.93
925	Drinking Place	1,000 SF	11.34
931	Quality Restaurant	1,000 SF	7.49
932	High-Turnover (Sit-Down) Restaurant	1,000 SF	11.15
933	Fast Food Restaurant without Drive-Through Window	1,000 SF	26.15
934	Fast Food Restaurant with Drive-Through Window	1,000 SF	33.84
935	Fast Food Restaurant with Drive-Through Window and No Indoor Seating	1,000 SF	153.85
936	Coffee / Donut Shop without Drive-Through Window	1,000 SF	40.75
937	Coffee / Donut Shop with Drive-Through Window	1,000 SF	42.8
938	Coffee / Donut Shop with Drive-Through Window and No Indoor Seating	1,000 SF	75
940	Bread / Donut / Bagel Shop with Drive-Through Window	1,000 SF	18.99
941	Quick Lubrication Vehicle Shop	Service Bays	5.19
942	Automobile Care Center	1,000 SF	3.11
943	Automobile Parts and Service Center	1,000 SF	4.46
944	Gasoline / Service Station	Fueling Positions	13.87
945	Gasoline / Service Station with Convenience Market	Fueling Positions	13.51
946	Gasoline / Service Station with Convenience Market and Car Wash	Fueling Positions	13.94
947	Self Service Car Wash	Stalls	5.54
948	Automated Car Wash	1,000 SF	14.12
950	Truck Stop	1,000 SF	13.63

Note: All land uses in the 800 and 900 series are entitled to a "passby" trip reduction of 60% if less than 50,000 ft^2 or a reduction of 40% if equal to or greater than 50,000 ft^2.

* Approximated by 10% of Weekday average rate.

Urban Street #1 - 2035 Design Hour Volumes

Figure No. 8A



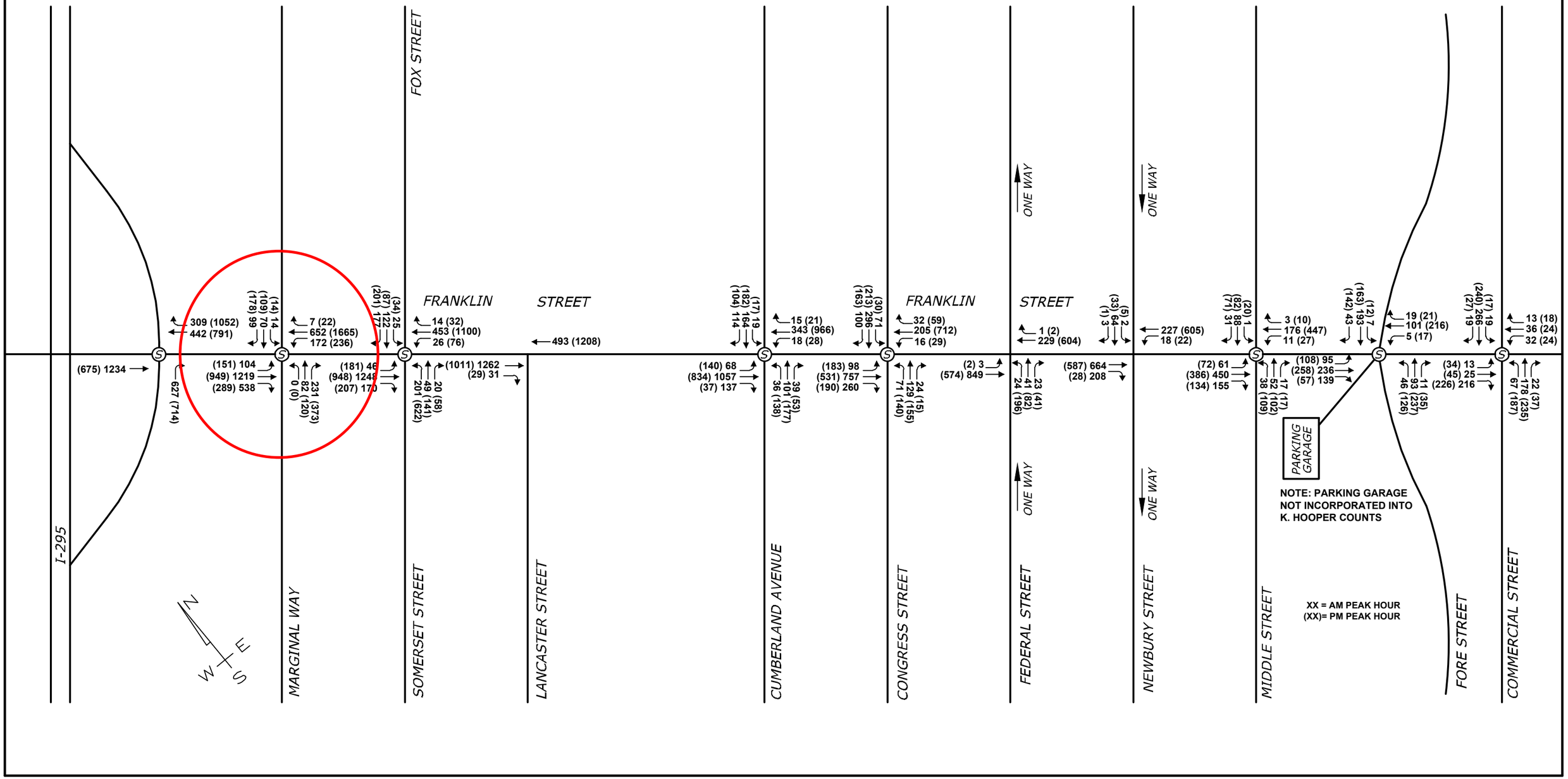
FRANKLIN STREET, PORTLAND, MAINE

Design: RED Scale: NONE
Draft: LAN Date: APR 2014
Checked: TLG File Name: 2735 -Traff UrbanSt #1.dwg

Gorrill–Palmer Consulting Engineers, Inc.
Traffic and Civil Engineering Services
PO Box 1237
15 Shaker Road
Gray, ME 04039
207-657-6910
Fax: 207-657-6912
mailbox@gorrillpalmer.com
www.gorrillpalmer.com

Urban Street #2 - 2035 Design Hour Volumes

Figure No. 9A



FRANKLIN STREET, PORTLAND, MAINE

Design: RED
Draft: LAN
Checked: TLG
Scale: NONE
Date: APR 2014
File Name: 2735 -Traff UrbanSt #2.dwg

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Cynthia L. Cochran
Certified Public Accountant

17 Hammond St., Portland, Maine 04101 Phone: (207) 773-0522 E-mail: ccochran@maine.rr.com

To: Nell Donaldson, Portland City Planning Office
From: Cynthia L. Cochran, East Bayside Resident and Property Owner
Re: Redfern's Level III Site Plan for 89 Anderson Street, specifically, Applicant's traffic/site engineers' and City's traffic engineer's response to requests submitted March 2, 2015
Date: May 21, 2015

These comments pertain to three requests submitted on March 2, 2015 and the responses I have received to date.

Request #1:

Please provide the measurement of the actual sight-line distance that will remain after construction of the currently designed building, at this intersection, as follows: From a driver's point of view, stopped at the stop sign, behind the soon-to-be created crosswalk, located at the base of the hill traveling west on Fox Street, when he/she looks left, in the southerly direction, down Anderson Street, to see cars (stopped at that stop sign, behind that soon-to-be-created crosswalk), and pedestrians, runners, bikers, etc. coming towards the intersection from that direction.

The following is the text of William Bray's response to this request, included in the Applicant's submissions to the planning board for this public meeting, May 26, 2015:

> "The City's Transportation Systems and Street Design Ordinance; Section 1.6 Sight Distance requires the following procedure for determination of vehicular sight distance:
>
> > *"Where driveways or new streets enter an existing street, vehicular sight-distance shall conform to standards established by MaineDOT in their publication, Chapter 299, Highway Driveway and Entrance Rules"*
> >
> > *"MaineDOT rules require the following procedures for measurements of sight distance: sight distance must be measured from the intersection (at a point 10 feet back from the edge of travel way) to the centerline of the opposing lane, assuming a height-of-eye of 3.5 feet and a height-of object of 4.25 feet".*
>
> Approximately 100 feet of unobstructed sight distance exists from this approach with the caveat that on-street parking is prohibited along the north side of Anderson Street across the frontage of the proposed East Bayside Lofts site for a distance of 45-feet from the Fox Street curb line.
>
> Again, I would reiterate that vehicle sight distance standards are not specifically applicable at an "all-way" stop control intersection because all approaching vehicles within the intersection are proceeding through the intersection from a stop condition. It is my understanding, based upon our numerous conversations, that you fully support this conclusion."

I support the parking restrictions proposed in Mr. Bray's comments. However, his response does not provide the answer to my question. I was able to pursue a more directed answer at the meeting I attended with Redfern Project Team members, Nell Donaldson, and Tom Errico on March 16, 2015. Please see the attached documents for an illustration of the following conclusions:

> With the caveat that these results are based upon the project design engineer's "preliminary, not for construction" drawings:
>
> A driver, traveling west, from Washington Avenue, along Fox Street, who stopped at the stop sign, behind the crosswalk, should be able to see, approximately, the first 13 feet of a vehicle, traveling south, from Cumberland Ave, along Anderson Street, stopped at the stop sign, behind the crosswalk.
>
> This minimum, and, I believe, essential view, (that would *just barely* allow eye contact between these two drivers), depends entirely upon the building slice-out at the restaurant entrance corner and that the location of a number of other landscape, road, curb, crosswalk, stop sign features actually align in the real world, as they are depicted in this preliminary drawing.
>
> Please note that this *"just barely"* possibility, of driver to driver eye contact, would be over a distance of approximately 100 feet. Is that even possible (i.e. without binoculars)?

Request #2:

Please provide evidence to support the traffic expert's assertion that the four-way stop signs will be sufficient safety mechanisms at this corner. In addition to providing a citation to the authoritative literature relied upon, evidentiary materials could be multiple year (5-10 yr.) accident records from similarly designed street intersections, with similarly adjacent multiple-use zones, that show that this method (four-way stop signs) has kept people and vehicles safe while walking, driving, biking, etc. through such intersections.

William Bray has provided historical, 3 year, detailed, crash information for three intersections in response to this request.

I visited these locations to observe and document whether or not the conditions that were, or were not present were comparable to those present at the intersection at Fox and Anderson Streets.

Please see the attached Google Earth images, photographs, and comments for illustration and details underlying the following conclusion:

Mostly due to the roadway design, none of these three intersections is comparable, in a meaningful way, to the Fox and Anderson Street intersection, in relation to the safety concerns I have expressed.

Request #3:

Please research alternative, and/or additional (to the four-way stop signs) remedies, including architectural options (i.e. cantilevering) for this corner of the building that would allow a greater sight line distance, and present these alternatives, additions, and options for discussion.

Although these issues were raised in my comments to the planning board on July 20, 2014 (over 10 months ago), the Redfern Project Team remains steadfastly unwilling to alter the design of this building to provide greater sight-lines and increase safety for all modalities of travelers at this intersection.

The Project's and the City's traffic experts have also remained steadfastly unwilling to bring forward any possibility of additional remedies, reiterating only that the 4-way stop signs are sufficient safety measures for this intersection.

I remain steadfastly unconvinced.

SPACE AND BULK STANDARDS

ZONE: B1b	REQUIRED	PROVIDED
MINIMUM LOT SIZE	NONE	0.53 Acres
MINIMUM STREET FRONTAGE	20'	146'-8"
FRONT YARD	NONE	-
SIDE YARD	NONE	-
REAR YARD (ABUTS R6)	10'	10'-5"
STRUCTURE STEPBACKS (REAR YARD ABOVE 35')	15'	15'
MAXIMUM LOT COVERAGE	100%	-
MINIMUM LOT WIDTH	NONE	-
MAXIMUM BUILDING HEIGHT	45'	43'-11-3/4"
MAXIMUM IMPERVIOUS SURFACE RATIO	90%	90%
MAXIMUM FLOOR AREA 1ST FLOOR NON-RES.	10,000 SF	4,353 SF
MAXIMUM RETAIL SPACE	5,000 SF	875 SF
MAXIMUM NUMBER OF DWELLING UNITS	435 SF/UNIT = 53 UNITS	53 UNITS
RESTAURANT PARKING: 1 SPACE /150 SF	982 SF/150 = 6.6 SPACES	OFF-SITE LEASED SPACES
RETAIL PARKING	0 REQUIRED	0
RESIDENTIAL PARKING: 1 DWELLING PER UNIT	53 SPACES	53 SPACES
MIN. INTERNAL RESIDENT BIKE STORAGE SPACES	2 SPACES/5 D.U. =21.2	39 SPACES
MIN. NON-RESIDENTIAL BIKE STORAGE SPACES	2 SPACES/10 CAR; 6.6 CARS = 2 SPACES	4

NOTES:
1. ZONING ANALYSIS COMPLETED BY RYAN SENATORE ARCHITECTURE.
2. REFER TO SOREN DENIORD DESIGN STUDIO PLANS FOR LANDSCAPE DRAWINGS AND DECORATIVE SCREEN.
3. PLANS DEPICT PROPOSED CONDITION WITHIN ANDERSON AND FOX STREET. REFERENCED PLANS TITLED ANDERSON STREET NEIGHBORHOOD BYWAY PROJECT PHASE 1 OF 2, CONSTRUCTION PLANS DATED OCTOBER 2014.

PARKING SUMMARY

PARKING DIMENSION	# PARKING SPACES
STANDARD (9'X18')	9
COMPACT WIDTH (8'X18')	40
COMPACT WIDTH/LENGTH (8'X15')	4
TOTAL SPACES	53

Point of view of driver of a vehicle, traveling west on Fox Street, stopped at stop sign, behind crosswalk. Driver would see the first 13 feet of a vehicle stopped at stop sign, behind crosswalk on Anderson Street.

Is driver to driver eye contact possible over this distance of approximately 100 feet?

20 foot scale line

20 foot scale line

20 foot scale line

Fox Street

Everett Street

Anderson Street (See Note 15)

PROPOSED GREEN SPACE (TYP.)
PROPOSED FENCE ABOVE RETAINING WALL
PROPOSED FENCING
APPROXIMATE LOCATION OF TREE AND 3'X5' TREE GATE (TYP.) REFER TO LANDSCAPE PLANS
PROPOSED FRONT FACE OF BOTTOM OF RETAINING WALL
PROPOSED LOCATION OF 39 BICYCLE STORAGE SPACES (SEE DETAIL). (TYP.)
EDGE OF PROPOSED BUILDING ABOVE
5.6'
4'
LOCATION OF EXISTING CURB. CONTRACTOR TO REMOVE AND REPLACE IN ACCORDANCE WITH DETAIL
PROPOSED DECORATIVE SCREEN
PROPOSED LIMIT OF ANDERSON ST. IMPROVEMENTS (BY OTHERS)
29.77'
STORMWATER SOIL FILTER BMP (BY CITY)
PROPOSED TRAFFIC CALMING MEASURES (BY CITY)
PROPOSED SOLID WASTE LOCATION FOR COMMERCIAL 1 TENANT
BARRIER FREE PARKING SIGN, SEE DETAIL
WHEELSTOP, ITEM 06FY1770WH MFG'D BY BARCO OR APPROVED EQUAL. CONTRACTOR TO INSTALL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS (TYP.)
PROPOSED COLUMN (TYP.)
PROPOSED OVERHANG (TYP.)
LOCATION OF EX. NO PARKING SIGN; LIMIT OF ON-STREET PARKING
PROPOSED ADA ACCESS
PROPOSED SOLID WASTE LOCATION FOR APARTMENTS
23'
PROPOSED OVERHEAD DOOR AND VEHICLE ENTRANCE. REFER TO ARCHITECTS PLANS.
PROPOSED 5' SECTION OF BITUMINOUS DRIVEWAY APRON AT 2% CROSS-SLOPE
PROPOSED BITUMINOUS DRIVEWAY APRON, PER DETAIL
PROPOSED TIPDOWN AND PEDESTRIAN DETECTION PAD (TYP.) (BY CITY)
PROPOSED PEDESTRIAN CROSSING (TYP.) (BY CITY)
STORMWATER SOIL FILTER BMP (BY CITY)
EXISTING BUILDING TO BE REMOVED (TYP.)
COMMERCIAL UNIT 1 (RESTAURANT)
COMMERCIAL UNIT 2 (RETAIL)
COMMERCIAL UNIT 3 (RETAIL)
PROPOSED BRICK SIDEWALK WITH BITUMINOUS BASE AND VERTICAL GRANITE CURBING, PER DETAIL
EX. LOCATION OF EXISTING NO PARKING SIGN; LIMIT OF ON-STREET PARKING
PROPOSED STEPS
3.01'
3.08'
PROPOSED PEDESTRIAN RAMP, DETECTABLE PANEL AND TIPDOWN, PER DETAIL. (TYP)
PROPOSED STEP
PROPOSED ADA ACCESS
PROPOSED STEP
PROPOSED BICYCLE HITCH FOR TWO BICYCLES. CONTRACTOR TO INSTALL PARALLEL TO ANDERSON STREET. SEE DETAIL SHEET C-40
PROPOSED SIDEWALK IMPROVEMENTS (TYP.) (BY CITY)
LOCATION OF EX. NO PARKING SIGN; LIMIT OF ON-STREET PARKING
PROPOSED BICYCLE HITCH FOR TWO BICYCLES. CONTRACTOR TO INSTALL PARALLEL TO ANDERSON STREET. SEE DETAIL SHEET C-40
PROPOSED TRAFFIC CALMING MEASURES (BY CITY)
PROPOSED LIMIT OF ANDERSON ST. IMPROVEMENTS (BY OTHERS)

PRELIMINARY NOT FOR CONSTRUCTION

ISSUED FOR	BY	DATE
PB HEARING	WHS	2/25/14
PRE-APP MTG.	WHS	1/21/14
PRELIMINARY SUB	WHS	11/21/13

REVISION	REV.	DATE

SITE PLAN

EAST BAYSIDE LOFTS

REDFERN BAYSIDE, LLC.
P.O. BOX 8818 PORTLAND, ME 04104

ACORN ENGINEERING, INC.
158 DANFORTH STREET, PORTLAND MAINE 04102
(207) 775-2655

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN.

FILE:	1053_CIVIL_10-24-14
DATE:	10-28-2014
JN:	1053
SCALE:	1:10
DESIGNED BY:	WHS
DRAWN BY:	MAC
CHECKED BY:	WHS

DRAWING NO. C-10



Fox and Anderson Streets Intersection



Cumberland Avenue and Mellon Street Intersection



Spring and Brackett Streets Intersection



North and Walnut Streets Intersection



Fox and Anderson Streets Intersection with East Bayside Lofts (Architectural Rendering)

The east segment of Fox meets the north segment of Anderson at a 45° angle. The Fox west segment of meets the Anderson north segment at a 135° angle.
Parking restrictions along these four road segments are unclear, at this time, due to on-going infrastructure construction and alterations.
The stop sign for drivers traveling west on Fox is located approximately 35-40 ft. from the nearest curb line of the south segment of Anderson Street.
East Bayside Lofts walls built to edge of sidewalk along Fox and Anderson Streets create sightline obstruction for drivers traveling west and south.





Cumberland Avenue and Mellon Street Intersection

All four road segments intersect at right angles.
Parking is restricted to one side of the street on both segments of Cumberland Avenue.
No building is located at any sidewalk edge of any of these four corners.
There is no obstruction of driver sightlines at any of these four corners.





Spring and Brackett Streets Intersection

All four road segments intersect at right angles.
Parking is restricted to one side of the street on all four road segments meeting at this intersection.
The two buildings built to sidewalk edges do not obstruct driver sightlines at any corner.





North and Walnut Streets Intersection

All four road segments intersect at right angles.
Parking is restricted to one side of the street on the west segment of Walnut Street.
No building is located at any sidewalk edge of any of these four corners.
There is no obstruction of driver sightlines at any of these four corners.

PLANNING BOARD REPORT
PORTLAND, MAINE

Mixed Use Retail and Residential Building
185 Fore Street
Level III site Plan and Subdivision
2014-066
Bateman Partners, LLC Applicant

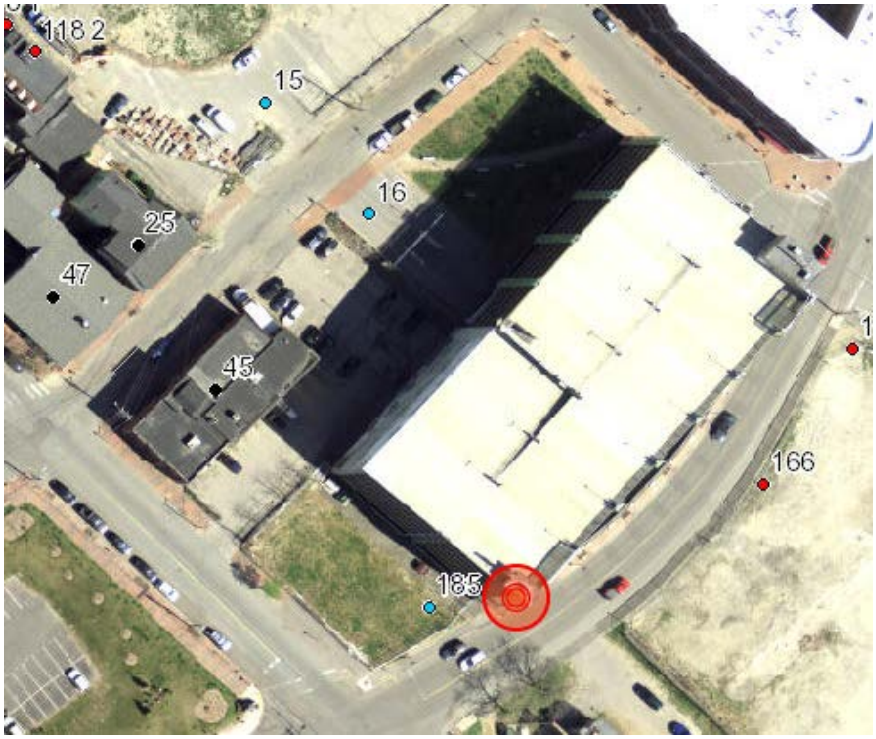
Submitted to: Portland Planning Board Public Hearing Date: May 26, 2015	Prepared by: Shukria Wiar, Planner Date: May 22, 2015

I. INTRODUCTION

Bateman Partners, LLC has submitted a final plan for a Level III Site Plan and Subdivision review for the vacant property located at 185 Fore Street. The applicant proposes to develop a four story mixed use building that contains 4,085 square feet of office/retail use on the first floor and eight residential units on the second through fourth floors. A total building floor area is 21,175 square feet, with a footprint of 5,372.

The site is located in the B5-b zone. The proposed development site is located on the corner of Fore and India Streets. Micucci's Grocery is located directly northwest of the property. This proposal is being reviewed by the Planning Board under the Land Use Code Section 14-497 (Subdivision Ordinance), Section 14-526 (Site Plan), and Traffic Movement Permit (delegated authority from the State). The project will also be reviewed against the B5-b Urban Commercial Business Zone and Multiple-Family Housing standards of the Design Manual.

This parcel was designated as a potential development site for the Longfellow Residence and Retail Project, which was proposed by Riverwalk LLC. The site plan and subdivision was approved on April 25, 2006. The subdivision for the project was recorded in the Cumberland County Registry of Deeds on January 29, 2007. The Planning Board approvals for the site plan have expired for that project. The Planning Board held a workshop on this item on June 20, 2014.



Applicant: Bateman Partners, LLC, represented by Nathan Bateman

Consultants: Joseph A. Laverriere, P.E., Fay, Spofford & Thorndike and David Lloyd, Archtype Architects

Required Reviews:

Review	**Applicable Standards**
Subdivision (Article IV)	The term subdivision shall also include the division of a new structure into three (3) or more dwelling units within a five-year period, this application is subject to Subdivision Review under Article IV of the Land Use Code, § 14-491 – 14-520
Site Plan (Article V)	This application qualifies as a Level III Site Plan requiring Planning Board approval; the application is subject to Site Plan Review under Article V of the Land Use Code, § 14-521 – 14-540.
Traffic Movement Permit	The proposed development requires a State of Maine Traffic Movement Permit (TMP) as it generates more than 100 trips. The TMP would be issued by the City under delegated authority.
Design Manual	B5-b Urban Commercial Business Zone
	(i) Two-Family, Special Needs Independent Living Units, Multiple-Family, Lodging Houses, Bed And Breakfasts, And Emergency Shelters
Waiver Requests	**Applicable Standards**
Street Trees –8 trees required, 2 proposed Waiver for 6 trees through the submission of a financial contribution of $1200 ($200/tree).	*Site Plan Standard (Section 14-526(b)2.b(iii)), and Technical Manual standard 4.6.1* requiring one tree per residential unit with trees 30 to 45 feet apart on center.
Site Lighting: Illumination Levels and Light Trespass to allow localized highs up to 7.7 foot candles in approximately four locations under wa mounted lights and two small areas of trespass alc the west boundary.	*Technical Manual Sections 12.2.3 Illumination Levels and 12.2.5 Light Trespass* which specify a maximum illumination level of 5.0 foot candles within the site and a maximum of .1 foot candle at the property line.

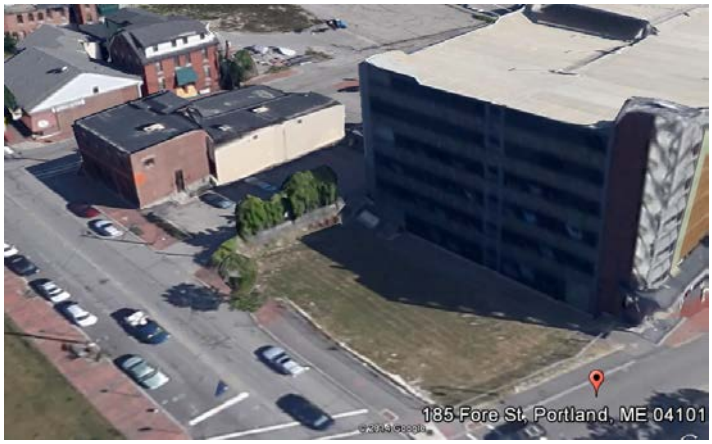
II. PROJECT DATA

Existing Zoning:	B-5b
Existing Use:	Vacant Lot
Proposed Use:	Mixed Use Building
Existing number of lots:	one
Proposed number of lots:	one
Parcel Size:	6,947 square feet
Impervious Surface Area: Existing:	0
Impervious Surface Area: Proposed	5,372 sq. ft.
Impervious Surface Area: Net Change	5,372 sq. ft.
Total Disturbed Area:	6,947 sq. ft.
Proposed Building Area:	21,175 sq. ft.
Proposed Building Net Change:	21,175 sq. ft.
Proposed Building Footprint:	5,372 sq. ft.
Proposed Residential Units:	8
Number of Units to be Demolished:	0
Number of Affordable Units:	0

Bedroom Mix	4 two-bedroom and 4 three-bedroom units
Building Height(s):	60.29 average grade per Architect
Parking Spaces Existing:	96 (lease agreement)
Parking Spaces proposed:	0 on-site – lease for 94 spaces in Ocean Gateway Garage
Number of Handicapped Spaces:	Not indicated in application
Bicycle Parking Spaces Existing:	0
Bicycle Parking Spaces Proposed:	4 for non-residential uses – internal storage area for residential owners
Estimated Cost of Project:	$3,900,000
Uses in Vicinity:	The site is on the corner of India and Fore Streets. Micucci's and Ocean Gateway Garage are on either side of the lot. Parking lots are across the street. The site is in the B-5b zone with B-3, B-6 across from the site.

III. EXISTING CONDITIONS

The previous development on the site was associated with American Hoist & Derrick Company. It was razed and replaced with lawn area, although remnants of the foundation are still visible. The land area on the site slopes approximately 6% northwest to southwest towards Fore Street. Most of the grade differential is along the India Street frontage. There is a masonry wall associated with the previous development still standing along the northwest side of the property adjacent to the Micucci's parking lot, and there is a remnant of a temporary excavation system installed as part of the Ocean Gateway Garage development. The site is currently enclosed with a 6 foot chain-link fence.



This parcel was designated as a potential office development site for the Longfellow Residence and Retail Project, which was proposed by Riverwalk LLC and approved in 2006. The Planning Board approvals have expired for that project and Bateman Partners, LLC has obtained an option to purchase this separate parcel.

IV. PROPOSED DEVELOPMENT

The proposed development site is located on the corner of Fore and India Streets. Micucci's Grocery is located directly northwest of the property. The proposal seeks to develop the property with a four story mixed-use development with one office unit on the first floor, and eight residential units on the second through fourth floors. The second and third floor will each contain two residential units, and the 4th floor will contain two residential units each with its own mezzanine floor above. The residential units will be two and three-bedroom. The ground floor of the building has a footprint of 5,372 square feet with 4,085 square feet of ground floor office space. There is a pedestrian



connection between the proposed building and the adjacent Ocean Gateway Garage on an upper floor.

The office space has a primary entrance on Fore Street and a secondary entrance on India Street. The residential units have a ground floor lobby with elevator access and a primary entrance on Fore Street toward the eastern corner of the building (next to the garage).

The applicant proposes to provide both office and residential tenants with ninety-six (96) spaces of existing parking in the abutting Ocean Gateway Garage. There is direct garage access from the building on an upper floor.

Landscaping plans include replacement of one existing street tree on India Street, and the addition of one more street tree on India Street. The project is required to provide eight street trees in total. The applicant requested a waiver of the remaining six trees on-site that will not be provided and will make a financial contribution to the City's Tree Fund of $200 per tree. The total will be $1,200.
Public utilities including water, sewer, natural gas, power and communications are readily available in the area. Electricity will be installed underground per the subdivision ordinance.

V. PUBLIC COMMENT

A public notice appeared in the Portland Press Herald on May 18th and May 19th, 2014. A total of 130 notices were sent to property owners within 500 feet and the interested citizen list.

The applicant held the required neighborhood meeting on June 12th, 2014 and the packet is included in the Applicant's submission as Attachment 3F. Generally, there has been positive reaction to the project. At the neighborhood meeting, questions were asked about the height of the building and how the building affects views and interaction with the waterfront and also clarification of the parking agreement.

At the time of writing this report, there were no public inquiries or comments submitted since the Planning Board June, 2014 workshop.

VI. RIGHT, TITLE AND INTEREST AND FINANCIAL/TECHNICAL CAPACITY

a. The owner of the property is East India Land Company, LLC. The applicant has provided a copy of a Memorandum of Purchase Option Agreement with the property owner as well as the Quitclaim Deed with Covenant of the property owner, recorded at the Cumberland County Registry of Deeds (Book 30624, Page 17), which demonstrates their right, title and interest in the property.

b. The estimated cost of the development is $3,900,000. The applicant has submitted a letter from Michael P. O'Reilly of Bangor Savings Bank, dated May 2nd, 2014, stating the bank has a "high degree of interest in providing construction financing for the project" and has successfully worked with the Applicant in the past as demonstration of their financial and technical capacity to complete the proposed development.

VII. ZONING ASSESSMENT

ZONING REVIEW- Marge Schmuckal, Zoning Administrator, June 3, 2014
This retail and eight units residential building is located in the B-5b zone. It is important to note that the front of the building faces Fore Street. That is where the maximum front setback is required. Because of the angle of Fore Street to the building points of the building are setbacks along the front.

All other B-5b dimensional requirements are being met. The maximum building height is 65' and the given height is approximately 60.29 feet. The architect showed me how the average grade was determined and I accept that. Section 14-332.1(g) exempts B-5 zones (which I interpret to include the B-5b zones) from having to meet any parking requirements under zoning.

Separate permits will be required for signage and HVAC systems. The HVAC systems shall meet the maximum allowable noise requirements. When permits are applied for, it will be necessary to show decibel outputs for any units.

VIII. DEVELOPMENT REVIEW

A. SITE PLAN SUBMISSION REQUIREMENTS (Section 14-527) and **SUBDIVISION PLAT AND RECORDING PLAT REQUIREMENTS (**Section 14-496)

The applicant has submitted a recording plat. The final plat will need to be revised to reflect any waivers and conditions of approval that relate to the subdivision plan. Any waivers granted must be recorded at the Registry of Deeds within 90 days of a Planning Board decision. The final foundation easement shall be reviewed and approved by Corporation Counsel. The applicant and staff are working together to finalize the final language for the easement.

David Margolis-Pineo, Deputy City Engineer, has requested that the four property corners shall have property pins set by a registered land surveyor prior to issuance to the certificate of occupancy.

B. SUBDIVISION STANDARDS (Section 14-497)

The proposed development has been reviewed by staff for conformance with the relevant review standards of Portland's Subdivision Ordinance and applicable regulations. Staff comments are listed below.

1. *Will Not Result in Undue Water and Air Pollution (Section 14-497 (a) 1), and Will Not Result in Undue Soil Erosion (Section 14-497 (a) 4)*

   David Senus, P.E. Woodard and Curran, has reviewed the erosion and sediment control plan and finds the proposal to meet city standards. The staff finds the proposed project in conformance with this standard.

2. *Sufficient Water Available (Section 14-497 (a) 2 and 3)*

   The project site does not currently have existing water service. There is an 8-inch diameter ductile iron water main on the west side of India Street and a public fire hydrant located across the street from the site. The Portland Water District has submitted a letter dated March 18, 2014 (Attachment 1-O), which indicates that the District is able to serve the project. The staff finds the proposed project in conformance with this standard.

3. *Will Not Cause Unreasonable Traffic Congestion (Section 14-497 (a) 5)*

   Tom Errico, P.E. Ty Lin has reviewed the proposal and his complete review is listed under the site plan standards. The proposed project is not anticipated to cause unreasonable traffic congestion. The staff finds the proposed project is in conformance with this standard.

4. *Will Provide for Adequate Sanitary Sewer and Stormwater Disposal (Section 14-497 (a) 6), and Will Not Cause an Unreasonable Burden on Municipal Solid Waste and Sewage (Section 14-497 (a) 7)*

   The City of Portland has not confirmed that the sewer system has sufficient capacity; a letter from Mr. Brancely with Department of Public Services will be required. David Senus, P.E. Woodard and Curran, has reviewed the stormwater management plan finds the proposal to meet city standards (Attachment 3). The staff finds the proposal is in conformance with the stormwater standard.

5. *Scenic Beauty, Natural, Historic, Habitat and other Resources (Section 14-497 (a) 8)*

   The proposal site is not within an historic district and is in an urban neighborhood surrounded by a variety of residential building types. The proposed building does not impact the natural beauty of the area or adversely affect any significant wildlife habitat, rare or irreplaceable natural areas, or any public access to the shoreline. The staff finds the proposal in conformance with this standard.

6. *Easements*

   The applicant is proposing three locations for building foundation, utility (electricity) and bicycle racks easements to allow the foundations of the proposed building and install bicycle racks on public right-of-way. The applicant will be replacing a street lighting pole on their property and it will need an easement from Central Maine Power (CMP). The staff finds the proposal in conformance with this standard subject to the following condition of approval:

- The final easement language for building foundation, utility, and bicycle racks must be reviewed and approved by Corporation Counsel.
- The final plat shall depict the utility easement required for CMP.

7. *Comprehensive Plan (Section 14-497 (a) 9)*

Goals and policies from the Comprehensive Plan which are relevant to the proposed map amendment have been included below:

Portland Housing Goal: Ensure that an adequate supply of housing is available to meet the needs, preferences, and financial capabilities of all Portland households, now and in the future.

Policies

- Encourage higher density housing for both rental and home ownership opportunities, particularly located near services, such as schools, businesses, institutions, employers, and public transportation.

- Increase Portland's rental housing stock to maintain a reasonable balance between supply and demand yielding consumer choice, affordable rents, and reasonable return to landlords.

- Identify vacant land and redevelopment opportunities throughout the City to facilitate the construction of new housing.

- Evaluate and update current zoning, as needed, to encourage higher density multi-family developments and mixed use projects that incorporate housing, particularly along major public transportation routes, near services areas, and in redevelopment or infill areas, where appropriate.

Portland Housing Goal: Maintain and enhance the livability of Portland's neighborhoods as the City grows and evolves through careful land use regulations, design and public participation that respects neighborhood integrity.

Policies

- Encourage innovative new housing development, which is designed to be compatible with the scale, character, and traditional development patterns of each individual residential neighborhood.

- Encourage new housing development in proximity to neighborhood assets such as open space, schools, community services and public transportation.

- Ensure the integrity and economic value of Portland's neighborhoods.

8. *Financial Capability (Section 14-497 (a) 10)*

The estimated cost of the development is $3,900,000. The applicant has submitted a letter from Michael P. O'Reilly of Bangor Savings Bank, dated May 2nd, 2014, as demonstration of their financial and technical capacity to complete the proposed development.

C. SITE PLAN STANDARDS (Section 14-526)

1. Transportation Standards

a. Impact on Surrounding Street Systems

The proposed development requires a State of Maine Traffic Movement Permit (TMP) as it generates more than 100 trips. The TMP would be issued by the City under delegated authority. The project requires review under the City's delegate review for a Traffic Movement Permit (TMP). The scoping meeting was scheduled for June 25, 2014. Mr. Errico's, Consulting Traffic Engineer, has reviewed the

traffic movement permit and the final application submitted on February 6, 2015; his comments are the following:

- I would like to gain a better understanding of the possible tenant types as it relates to the ground floor retail spaces. The applicant should provide information on anticipated retail uses.

  Status: The trip generation analysis was based upon a specialty retail use and seems representative of the project. I find the trip generation to be acceptable and would note that if traffic generation is significantly higher than predicted in the traffic study, the applicant would be required to modify their Traffic Movement Permit.

- The applicant conducted a Multi-Way STOP sign controlled warrant analysis at the India Street/Middle Street intersection. The conclusion was that while volumes met criteria, the delay on the minor street did not meet criteria. I need to continue to review analysis at this location as it relates to traffic control and improvement needs.

  Status: The applicant shall conduct a traffic monitoring study following project occupancy at the subject intersection as it relates installation of an All-Way STOP controlled intersection. The applicant shall also contribute $5,000.00 towards future multi-modal improvements at the subject intersection. I would note that the project is projected to add 46 vehicles in the AM peak hour and 48 vehicles in the PM peak hour.

- The applicant conducted a traffic capacity evaluation at the India Street/Fore Street intersection and concluded that excellent levels of service conditions are predicted for both existing and post-development conditions. Several years ago a traffic signal was programmed for installation, but given current conditions a traffic signal does not appear warranted. The applicant should provide an opinion as to whether a traffic signal would be warranted following project completion.

  Status: Based upon my review of traffic information, a traffic signal does not appear to be warranted. I have no further comment.

- The India Street/Fore Street intersection is classified as a High Crash Location. I will continue to review and provide any suggested requirements.

  Status: The applicant has noted that a pattern of angle collisions was identified. As a condition of approval the applicant should provide recommendations as it relates to mitigating the noted crash pattern. The applicant will be responsible for all costs associated with implementation of the mitigation strategy, if identified.

b. Access and Circulation

Pedestrian access to the residential units is through an entry off the Fore Street public sidewalk. The non-residential first floor has a primary entry off Fore Street with a secondary access from India Street. The applicant is proposing a direct pedestrian connection from the building to the adjacent parking garage, Ocean Gateway Garage, where the applicant holds a lease for ninety-six (96) spaces for this proposal.

David Margolis-Pineo, Deputy City Engineer, has reviewed the final plans and the applicant has met his comments.

c. Public Transit Access

This project does not trigger the requirement to provide public transit facilities. The METRO bus provides service on India Street with Routes 8 and 8A.

d. Parking

Location & Required Number of Vehicle Parking Spaces

The Applicant has submitted a copy of Parking Lease agreement between Ocean Gateway Garage LLC and East India Land Company, LLC (property owner) for ninety-six (96) parking spaces to serve the proposed development. As the upper three floors of the development are to be residential units (condominiums), not lease tenants of the building, the condominium documents are being reviewed by Corporation Counsel. The lease agreement is also being reviewed to ensure it is enforceable in regards to meeting parking space requirements.

Additionally, per the lease agreement, the ninety-six (96) spaces will not be designated or reserved for the units, so it is unclear if handicapped parking requirements have been met.

No parking is required by zoning, and they are meeting the parking demand as determined by the parking study to satisfy the site plan ordinance standard.

According to the applicant, the leased parking agreement was developed several years ago and made a part of the sale of the property. The lease parking agreement provides "up to" 96 parking spaces for the site. It is the applicant's intent to secure 44 parking spaces for the site to provide:
- 20 spaces for the first floor retail/office use
- 24 spaces for the residential use (8 units), which provides 3 parking spaces per residential unit

Mr. Errico, Traffic Engineer, has reviewed the parking demand for this project and finds the amount of parking spaces to be acceptable. See his comment below:

- The applicant will be satisfying parking demand for the project by leasing 126 parking spaces for the Middle Street project and 44 parking spaces for the Fore Street project in the Ocean Gateway garage and this supply meets zoning requirements. The traffic study notes that 239 parking spaces will be deeded from the garage and clarification should be provided. My initial reaction is an adequate parking supply will be provided.

  Status: I find parking conditions to be acceptable and I have no further comment.

Location & Required Number of Bicycle Parking Spaces

The applicant is proposing building residents use their ground floor storage units for bicycle parking which is currently only accessible through the back of the building. Bike racks are also proposed outside of the building on-street on both India and Fore Streets. . These racks are in the right-of-way and will become the City infrastructure. The bike racks shall meet City standards to be located in the right-of way.
David Margolis-Pineo, Deputy Engineer, initial review regarding the placement and location of exterior bike racks has been met

e. Transportation Demand Management (TDM)

This project does not trigger the requirement to submit a Transportation Demand Management Plan.

2. Environmental Quality Standards

a. Preservation of Significant Natural Features

The site was formerly developed and has been vacant since the demolition of the structure. There are not significant natural features to preserve on this site.

b. Landscaping and Landscape Preservation

The Applicant's response to initial staff comments has not been reviewed by staff, however it should be noted that underground power conduits on Fore Street prevent the planting of street trees and the Applicant had proposed two planter boxes adjacent to the building. Following is the review prepared by Jeff Tarling, City Arborist, for the initial submission.

Both of these projects 185 Fore Street and 16 Middle Street need to have three trees planted at each site. At 185 Fore Street request one tree along the Fore Street frontage and two along India Street. Due to the recent tree problems at a nearby project that was unable to plant 8 trees due to underground utilities, we have six NEENA tree grates and guards in the City's possession that can be used for this project. It will offer uniformity. We can work with the project team to decide on the recommended tree type. Need to review the sunlight and space availability.

The Planning staff had noted that the planters are shown extending into the street right-of-way, which reduce the sidewalk to a width of 6 feet. Staff had recommended that the planters be removed completely in order to maintain a wide sidewalk along Fore Street.

The proposed landscape plan includes two street trees along India Street. According to the applicant, further street trees are not possible due to conflicts with underground electrical duct banks that are located beneath the India Street and Fore Street sidewalks. The applicant has provided additional landscape plants along the India Street and Fore Street building frontages that that will provide a nice landscape element into the streetscape.

c. Water Quality, Storm Water Management and Erosion Control

David Senus, PE, Woodard and Curran, conducted a review of the plans submitted for 185 Fore Street. He states in his memo dated 04.30.2015 that the applicant has adequately addressed his comments. He also notes that the project is subject to previous environmental cleanup efforts that are restricted in the form of a restrictive deed covenant.

3. Public Infrastructure and Community Safety Standards

a. Consistency with Master Plans

This property falls within the Eastern Waterfront and as such, is subject to the Master Plan and Design Guidelines for the Eastern Waterfront. The project is consistent with applicable guidelines as outlined below but especially meets the intent of the Master Plan as an infill development project of mixed-use and with shared parking infrastructure. The project does not seem to impact public view corridors or access to the waterfront.

A3. Sidewalks – the project maintains the current sidewalk widths; street trees are provided on India Street; Street lights will be maintained on India Street; Planters are provided on Fore Street where street trees are not feasible; Bicycle parking is provided near building entrances. The project could potentially do more to enhance the sidewalk realm such as through its lighting scheme, for example.

A6. Underground Utilities – All utilities associated with this project are underground.

A8. Bicycle Safety – The project provides bicycle parking on-street near building entrances.

B1. Contextual Design – The infill nature of this development regulates the size and mass of the building footprint. The surrounding buildings vary in scale, use, and form and the proposal is able to transition both in scale and architecture expression between the garage and smaller, historic buildings like Micucci's. The building meets the street edge and creates a desirable street wall. The building entrances are oriented to the street, although staff would prefer more prominence given to India Street. The ground-floor uses storefront design principles and adds to the pedestrian environment.

The India Street Sustainable Neighborhood Plan is being developed and has not been adopted at this date however, this project falls within the intent of that planning process in that it adds to the active street wall of India Street, is of a desirable height and scale, and shares parking infrastructure rather than creating more parking space.

b. Consistency with Public Safety and Fire Prevention

The Applicant did respond to Fire Department staff comment. Comments regarding the Construction Management Plan were added by the Applicant to drawing C1.1 General Notes and Legend. Captain Keith Gautreau has reviewed the Applicant's responses to Fire Department comments from June 1, 2014 and is satisfied.

Mr. Errico, Traffic Engineer has also reviewed the Construction Management Plan and finds it acceptable with the following comment:

> The applicant is proposing a temporary barrier protected sidewalk for 185 Forest Street. I find the plan to be acceptable with final details of the barrier to be approved by DPS prior to construction. I would also note that the temporary sidewalk must be ADA compliant.

c. Crime Prevention through Environmental Design

The Planning Staff had safety concerns regarding the alley between the proposed development and the Ocean Gateway Garage. The revised plan and lighting plan shows light fixtures along this passage to improve the safety.

d. Availability and Adequate Capacity of Public Utilities

The City of Portland has not confirmed that the sewer system has sufficient capacity; a letter from Mr. Brancely with Department of Public Services will be required.

4. Site Design Standards

a. Massing, Ventilation and Wind Impact

The proposed building does not trigger the requirement for a wind study. Refer to Caitlin Cameron's Design review of the building regarding the proposed massing of the building.

b. Shadows

The proposal does not trigger the requirement for a shadow study.

c. Snow and Ice Loading

According to the applicant, due to the proposed site development proposal, very little snow removal will be required (i.e.majority of site will be covered with building with flat rooftop). Snow removal from the sidewalk along the rear of the building will be towards the adjacent open lawn area. Any snow removal from the entrance to the parking garage will be towards the southwest side of the site. If necessary, snow will be hauled away from the site.

d. View Corridors

The proposed building does not block any designated view corridors.

e. Historic Resources

The proposed development is not within an historic district and it is more than 100 feet from the Commercial Street Historic District. As part of the India Street Sustainable Neighborhood Plan, there is a proposal for creating an India Street Historic District, but the district is still in the planning stages and is not adopted.

f. Exterior Lighting

The Applicant has provided more detail in the electrical site plan including photometrics for proposed lighting. The plan is showing three different fixtures being proposed for the site. The fixtures are supposed to be full-cut offs. These fixtures are not anticipated to cause undue glare or problems to sensitive areas.

Staff had concerns with the presence of the building on India Street at night as well as the safety on less active frontage such as Fore Street and the corridor between the building and the garage. The photometric plan shows that these areas will be well illuminated.

The City has established special street lighting districts and this parcel is in the Eastern Waterfront District. Each lighting district is subject to individual street lighting specifications including but not limited to fixture type, pole and base type, pole height to top of fixture, pole spacing and color. As part of this project, there will be three street lighting poles being proposed; two on India Street and one will be replaced on their property on Fore Street. A utility easement will be required for this lighting pole; this will have to be finalized with Central Maine Power. The City is reviewing wiring options for the proposed three new street lights. It is the City's intent to acquire ownership of these lights. Therefore a meter may be necessary for power billing purposes.

Caitlin Cameron, Urban Designer has reviewed the lighting plans and has the following comment:

> The projects proposed at 185 Fore Street and 16 Middle Street fall within the *Eastern Waterfront Street Lighting District* and any new street lights installed for these projects should follow the City of Portland Technical Manual light standard for this district which calls for black in color that should match existing lights in size. The City standard calls for LED lamps.

g. Noise and Vibration

All heating, ventilation and air conditioning equipment (HVAC), air handling units (AHU), emergency generators, and similar equipment will have to be shown on the plans and meet state and federal emissions requirements. These mechanical equipment should be located to the interior of the site, away from abutting residential properties and be screened from view from any public street and from adjacent sites by structure walls, evergreen landscaping, fencing, masonry wall or a combination thereof. This information will have to be submitted for review.

h. Signage and Wayfinding

The standard is not required.

i. Zoning Related Design Standards

A design review according to the *City of Portland Design Manual* Standards was performed for the revised application materials for the proposed new construction of a commercial building at 185 Fore Street. The review was performed by Caitlin Cameron, Urban Designer and Alex Jaegerman, Division Director within the Planning Division of the Department of Planning & Urban Development. The project was reviewed against the *B5b Urban Commercial Business Zones Design Standards* and *Multiple-Family Design Standards* (Section (c) and Section (i) of the Design Manual) and also took into consideration the previous design review comments from 5/29/15.

Below are the comments from the review:

> **B5b Urban Commercial Business Zones:**
> *Standard 1a. Shared Infrastructure* – Met – Project uses adjacent parking structure to meet on-site parking requirement and building has physical connection to garage.
>
> *Standard 1b. Relationship to Street* – Building is set close to property line on all frontages including corner. Staff requests that landscaping shown adjacent to retail façade on India Street be removed, especially on India Street. Although staff recognizes the intent was to ameliorate the inability to provide street trees in these locations, staff is not in support of placing landscaping between sidewalk and active ground floor facades. A wider sidewalk and easy access to the ground floor uses are preferred. City Arborist is amenable to removing the proposed landscaping. Landscaping on Fore Street might need to be maintained to meet Open Space requirement of Multiple-Family Design

Standards for dwelling units without balcony.

Staff Update: The plans have been amended based on staff comments above.

Standard 1c. Building Orientation – Met – Strong orientation to India Street is provided with retail frontage as well as an emphasized residential entrance on Fore Street. Visual transmittance of glass should be .7 or higher at ground floor.

Standard 1d. Parking Lots – Not applicable

Multiple-Family Design Standards:
Standard 1(a)1. Exterior Design – Met – Project uses materials, fenestration patterns, and articulation consistent with the existing neighborhood fabric. Balconies and differentiation in façade planes create visual interest and shadow lines. The ground floor has a high level of fenestration/storefront which is desirable especially for India Street. Project is located in an area that is more commercial/mixed-use in character than residential. As a mixed-use building, it is compatible with the surrounding context and contributes to the character and coherence of the street.

Standard 1(a)2. Relationship to Street – Met – Staff appreciates the infill nature of this project and its location and orientation contributes to the overall street wall and character of India Street. Ground floor has been adjusted to be closer to property line/sidewalk. As stated above, placement of landscaping between sidewalk and building on India Street is not desired and does not reflect typical condition in the neighborhood.

Standard 1(a)3. Open Space – Met – All but two dwelling units are provided with at least one balcony. In the case of the dwelling units without direct access to open space, planted strips are proposed at the ground level of the project.

Standard 1(a)4. Livability – Met – Each dwelling unit provides ample windows for light and air as well as sufficient storage areas at ground floor and within unit.

Standard 1(a)5. Surface Parking – Not applicable

Standard 1(a)6. Lodging – Not applicable

IX. PROPOSED MOTIONS

WAIVERS
On the basis of the application (2014-066) plans, reports and other information submitted by the applicant, findings, recommendations, contained in the Planning Board Report for the 185 Fore Street site plan and subdivision (application 2014-066), including but not limited to Section VIII Technical Waivers, of the report and the staff reviews relevant to Portland's Technical and Design Standards and other regulations, as well as the Planning Board deliberations and the testimony presented at the Planning Board hearing, the Planning Board finds the following:

1. *Street Trees*
The Planning Board (***finds/does not find***) that the applicant has demonstrated that due to site constraints preventing the planting of required street trees in the right of way, the requirements of Section 14-526(2)(b)(iii) of the Site Plan Ordinance cannot be met; and the Board ***(finds/does not find)*** that the applicant has satisfied the waiver criteria set out in Section 14-526(2)(b)(iii)(b) with the monetary contribution to the tree fund of $200 per tree for six (6) trees for a total of $1200. The Planning Board therefore (***waives/does not waive***) Section 14-526 (b)(2)(b)(iii) Street Trees of the Site Plan Ordinance.

2. *Site Lighting:*

The Planning Board (**waives/does not waive**) the Technical Standard, Sections 12.2.3 Illumination Levels and 12.2.5 Light Trespass, to allow four locations near the building where maximum light levels are exceeded by up to 7.7 foot candles, and to allow some minor trespass at the property boundaries that benefit the pedestrian areas.

TRAFFIC MOVEMENT PERMIT

That the Planning Board finds that the proposed plan [**is/is not**] in conformance with 23 MRSA 704-A and Chapter 305 Rules and Regulations pertaining to Traffic Movement Permits.

Potential conditions of approval:

i. That the applicant shall contribute $5,000 to an account maintained by the City that will be used to fund traffic improvements to the intersection at India/Middle Street.

SUBDIVISION PLAT

On the basis of the application (2014-066), plans, reports, and other information submitted by the applicant, findings and recommendations contained in Planning Board Report for application 2014-202 relevant to the Subdivision Ordinance, the MaineDEP Chapter 500 Stormwater Management Standards relative to Stormwater Permits under delegated review, and other regulations, as well as the Planning Board deliberations and the testimony presented at the Planning Board hearings, the Planning Board finds the following:

That the plan **(is/is not)** in conformance with the subdivision standards of the land use code, subject to the following conditions;

1. The final plat and/or condominium plat, along with accompanying condominium documents, shall be submitted for review and approval by the Planning Authority, Department of Public Services, and Associate Corporation Counsel prior to recording.
2. That the following shall be finalized to the satisfaction of the Corporation Counsel prior to the issuance of a Certificate of Occupancy:
    a. Building foundation easements
    b. Utility easement for the street light pole on private property
    c. Stormwater management agreement
3. The recording plat shall depict the building foundation and utility easements.
4. The four property corners shall have property pins set by a registered land surveyor prior to issuance to the certificate of occupancy.
5. The recording plat shall be revised noting all waivers and conditions for review and approval by the Planning Authority prior to recording. All waivers shall be recorded within 90 days of the Planning Board approval.

LEVEL III SITE PLAN

On the basis of the application (2014-066), plans, reports, and other information submitted by the applicant, findings and recommendations contained in Planning Board Report for application 2014-066 relevant to the Site Plan Ordinance, the MaineDEP Chapter 500 Stormwater Management Standards relative to Stormwater Permits under delegated review, the Preservation of Housing, and other regulations, as well as the Planning Board deliberations and the testimony presented at the Planning Board hearings, the Planning Board finds the following:

That the plan **(is/is not)** in conformance with the site plan standards and all other applicable provisions of the land use code, subject to the following conditions:

1. The applicant shall conduct a traffic monitoring study following project occupancy at the subject intersection as it relates installation of an All-Way STOP controlled intersection at India and Fore Streets. The applicant shall also contribute $5,000.00 towards future multi-modal improvements at the subject intersection prior to the issuance of a building permit.

2. The applicant has noted that a pattern of angle collisions was identified. The applicant shall provide recommendations as it relates to mitigating the noted crash pattern prior to the issuance of a certificate of occupancy. The applicant shall be responsible for all costs associated with implementation of the mitigation strategy, if identified.

3. The Construction Management Plan shall include the final details of the temporary barrier protected sidewalk to be approved by the Department of Public Services prior to issuance of a building permit. This temporary sidewalk shall be ADA compliant and shall have MUTCD compliant signage.

4. The applicant shall address David Margolis-Pineo comments in his memorandum dated 05.21.2015.

5. All HVAC systems and external mechanical equipment shall meet the maximum allowable noise requirements of the zone; each unit shall submit documentation of dBA output to confirm compliance of both the unit and the building in respect of rated noise levels and cumulative noise levels, to the satisfaction of the Zoning Administrator prior to the issuance of a Building Permit for that unit.

6. The applicant and all assigns shall comply with the conditions of Chapter 32 Stormwater including Article III, Post-Construction Storm Water Management, which specifies the annual inspections and reporting requirements. The developer/contractor/subcontractor must comply with conditions of the submitted Stormwater Management and Stormwater Pollution Prevention Plans (dated July 2014 and revised April 2015) and the approved plans, and meet City standards and state guidelines.

7. The applicant shall submit a sanitary sewer capacity letter from the Department of Public Services confirming that the sewer system has sufficient capacity, prior to the issuance of building permit.

8. The bicycle racks shall meet City's Technical Standards to be located in the right-of way.

Attachments

Planning Board Report Attachments

1. Traffic Engineering Review (Tom Errico, T Y Lin), comments dated May 20, 2015
2. Department of Public Services Review, David Margolis-Pineo, dated May 21, 2015
3. Civic Engineer Review, David Senus, dated April 30, 2015
4. Urban Designer Review, Caitlin Cameron, dated February 25, 2015
5. Captain Keith Gautreau, dated May 5, 2015

Applicant's Submittal

1. Cover letter dated February 6, 2015
   A. Cover Letter
   B. Building Rendering
   C. Application
   D. Response To Staff Comments On Preliminary Application
   E. Development Description
   F. Existing Site Photographs
   G. Owner's Association Documents
   H. Right, Title and Interest
   I. Purchase Option Agreement
   J. Lease Parking Agreement
   K. Technical And Financial Capacity
   L. Letter of Financial Capacity

M. Construction Management Plan
N. Stormwater Management
O. Utilities
P. Solid Waste
Q. Fire Safety
R. Conformity With Applicable Design Standards
S. Verification Of Proposed HVAC Equipment

2. Traffic Impact Study dated February 6, 2015

3. Cover letter dated April 15, 2015
A. Response to Staff Comments
B. Revised Inspection & Maintenance Manual
C. Fabco Model 10080-1 StormBasin Cartridge Filter Unit Cut Sheet
D. Sample Inspection Logs
E. Summary Checklist Inspection and Maintenance
F. Neighborhood Meeting Material
G. Lighting Fixtures Catalogue Cuts

Plans

Plan1	C1 Cover Sheet
Plan2	C1.1 General Notes & Legend
Plan3	C2 Boundary & Topographic Survey
Plan4	C2.1 Amended Recording Plat 185 Fore
Plan5	C2.1 Existing Conditions & Demolition Plan
Plan6	C2.2 Existing Conditions & Demolition Plan
Plan7	C-2.3 Construction Management Plan
Plan8	C3 Site Layout Plan
Plan9	C4 Grading & Drainage Plan
Plan10	C5 Utility Plan
Plan11	C6 Pavement Curb & Sidewalk Details
Plan12	C6.1 Driveway Apron & Monument Details
Plan13	C6.1 Miscellaneous Details
Plan14	C6.1 Utility & Miscellaneous Details
Plan15	C6.2 Utility & Miscellaneous Details
Plan16	E1.01 Electrical Site Plan
Plan17	L-1.0 Fore St Ls Plan
Plan18	Landscape Plan
Plan19	185 Fore St Photometric
Plan20	A1.1 First Floor Plan
Plan21	A1.2 Second Floor Plan
Plan22	A1.3 Third Floor Plan
Plan23	A1.4 Fourth Floor Plan
Plan24	A1.5 Roof-Mezzanine Plan
Plan25	A2.1 Building Elevations
Plan26	A2.2 Building Elevations
Plan27	185 Fore Street Rendering
Plan28	Context Perspective 1
Plan29	Context Perspective 2

From: Tom Errico <thomas.errico@tylin.com>
To: Shukria Wiar <SHUKRIAW@portlandmaine.gov>
CC: David Margolis-Pineo <DMP@portlandmaine.gov>, Katherine Earley <KAS@portlandmaine.gov>, Jeff Tarling <JST@portlandmaine.gov>, "JeremiahBartlett" <JBartlett@portlandmaine.gov>
Date: 5/20/2015 5:06 PM
Subject: 16 Middle Street and 185 Fore Street - Final Traffic Comments

Shukria - I have reviewed project information and the following is a status update of my February 27, 2015 comments and represents my final comments.

· I have reviewed the traffic study prepared by Bill Bray, PE and find the methods and contents to be reasonable and I have the following comments.

§ I would like to gain a better understanding of the possible tenant types as it relates to the ground floor retail spaces. The applicant should provide information on anticipated retails uses.
Status: The trip generation analysis was based upon a specialty retail use and seems representative of the project. I find the trip generation to be acceptable and would note that if traffic generation is significantly higher than predicted in the traffic study, the applicant would be required to modify their Traffic Movement Permit.

§ The applicant conducted a Multi-Way STOP sign controlled warrant analysis at the India Street/Middle Street intersection. The conclusion was that while volumes met criteria, the delay on the minor street did not meet criteria. I need to continue to review analysis at this location as it relates to traffic control and improvement needs.
Status: The applicant shall conduct a traffic monitoring study following project occupancy at the subject intersection as it relates installation of an All-Way STOP controlled intersection. The applicant shall also contribute $5,000.00 towards future multi-modal improvements at the subject intersection. I would note that the project is projected to add 46 vehicles in the AM peak hour and 48 vehicles in the PM peak hour.

§ The applicant conducted a traffic capacity evaluation at the India Street/Fore Street intersection and concluded that excellent levels of service conditions are predicted for both existing and post-development conditions. Several years ago a traffic signal was programmed for installation, but given current conditions a traffic signal does not appear warranted. The applicant should provide an opinion as to whether a traffic signal would be warranted following project completion.
Status: Based upon my review of traffic information, a traffic signal does not appear to be warranted. I have no further comment.

§ The India Street/Fore Street intersection is classified as a High Crash Location. I will continue to review and provide any suggested requirements.
Status: The applicant has noted that a pattern of angle collisions was identified. As a condition of approval the applicant should provide recommendations as it relates to mitigating the noted crash pattern. The applicant will be responsible for all costs associated with implementation of the mitigation strategy, if identified.

· The applicant will be satisfying parking demand for the project by leasing 124 parking spaces for the Middle Street project and 44 parking spaces for the Fore Street project in the Ocean Gateway garage and this supply meets zoning requirements. The traffic study notes that 239 parking spaces will be deeded from the garage and clarification should be provided. My initial reaction is an adequate parking supply will be provided, but how parking will be integrated into a TDM Plan needs to be assessed.
Status: I find parking conditions to be acceptable and I have no further comment.

· Greater detail is required for the Construction Management Plan. Specific details on how pedestrian and roadway conditions will be managed during construction.
Status: The construction management plan for 18 Middle Street is acceptable. It should be noted that all temporary sidewalk facilities need to be ADA compliant and have MUTCD compliant signage. Additionally, final review and approval of the Middle Street roadway width (22 feet) will be required by DPS staff before construction begins. The applicant is proposing a temporary barrier protected sidewalk for 185 Forest Street. I find the plan to be acceptable with final details of the barrier to be approved by DPS prior to construction. I would also note that the temporary sidewalk must be ADA compliant.

· A TDM plan shall be provided for review and comment.
Status: I have reviewed the TDM Plan and find it to be acceptable. The applicant will be responsible for conducting an annual survey and adjust the Plan as necessary. I have no further comment.

· I would suggest that the driveway apron on Fore Street be designed such that it favors the sidewalk and pedestrian use rather that vehicle movements, which is expected to be minimal.
Status: The applicant has revised the plan and I have no further comment.

If you have any questions or comments, please contact me.

Best regards,

Thomas A. Errico, PE
Senior Associate
Traffic Engineering Director
[T.Y. Lin International]T.Y. Lin International
12 Northbrook Drive
Falmouth, ME 04105
207.781.4721 (main)
207.347.4354 (direct)
207.400.0719 (mobile)
207.781.4753 (fax)
thomas.errico@tylin.com<mailto:thomas.errico@tylin.com>
Visit us online at www.tylin.com<http://www.tylin.com>
Twitter | Facebook | LinkedIn | YouTube

"One Vision, One Company"

Please consider the environment before printing.

From: David Margolis-Pineo
To: Barbara Barhydt; Shukria Wiar
CC: DEVELOPMENT REVIEW GROUP
Date: 5/21/2015 2:21 PM
Subject: Review comment for 185 Fore St.

The following comments have been added to Urban Insight.

February 26, 2015
May 21, 2015

Memo To: Shukria Wiar
Barbara Barhydt
From: David Margolis-Pineo
Re: 167-185 Fore Street – Review Comments 2014-066
Department of Public Services

1. If the first floor retail area will be serving prepared food products, a grease removal unit may be necessary. If so, the applicant should contact Frank Brancely for guidance. 854-8832.
Applicant states food services is not proposed.
2. The applicant is requested to place additional bike parking on Fore St in the proximity to office/retail door and to locate towards the back of the sidewalk and away from the curb line.
Bike rack spacing guidelines:
· If bike racks are located next to and parallel to the building, they shall be a minimum of 30" from the building (36" preferred). The minimum spacing between racks (on center) shall be 6'.
· If bike racks are located next to and perpendicular to the building, they shall be a minimum of 48" (on center) from the building (60" preferred). The minimum spacing between racks (on center) shall be 36" (48" preferred).
· If bike racks are placed at the curb and parallel to the curb, they shall be located a minimum of 24" from the back of curb (36" preferred). The minimum spacing between racks (on center) shall be 6'. They should be placed/spaced to avoid car doors opening based upon expected parking spacing.
Bike racks be may not be placed when bicycles are parked to reduce the clear sidewalk width below 5'.
A bike rack has been added. Thank you
3. If the proposed build's footings encroaches the street right of way, an easement from the City will be required. A license is proposed.
It appears the applicant is implying that an easement will not be required. We would like the applicant to confirm that this is in fact the cast that the foundation of the proposed building with not encroach the City's street right of way.
4. The four property corners shall have property pins set by a registered land surveyor prior to issuance of an occupancy permit.
The applicant has assured the pins will be set prior to occupancy.
5. It is the City's intent to acquire ownership of all proposed street lights. Therefore a meter is necessary for power billing purposes. The applicant should verify that the light specified for this location meets City of Portland lighting standards.
Bennett Engineering has been in touch with Kevin Thomas. This issue has been addressed.
6. All proposed sidewalk crossing ramps shall be constructed to be ADA compliant.
I'm not convinced that the ramp and landing area on the North side of the Fore Street crosswalk has an adequate landing ramp. I am asking Bruce Hyman to further review.
7. The proposed planter along India Street encroaches the road right of way. A license with the City of Portland will be required. A license is proposed.
The planter is no longer proposed.
8. Please be aware that the City of Portland requires concrete encasement around electrical conduits within the road right of way. Depth to top of encasement shall be 30". Encasement of street lighting conduit is not required.
A note has be added to the plans to cover this requirement. Thank you
9. Sheet E1.01 shows an eight inch roof connection to the 18" sewer in the street. Sheet C4.0 shows this connection into a catchbasin. Please delete connection on Sheet E1.01.
Correction made.
10. Cross walk marking in detail on Sheet C6.2 is incorrect. Please refer to Figure I-22 in the City's Technical Manual.
Crosswalk markings currently show City standard. Thank you

11. Fore Street adjacent to this project is a moratorium Street. This moratorium expires October 21, 2016. The applicant has stated that no comment is necessary. This statement does not negate the fact that Fore St is under a pavement moratorium and cuts into the street may require moratorium pavement repairs.
12. There is an existing street light on Fore St adjacent to the propose site. This light will be disturbed during construction. Please add note stating that the applicant is responsible for the protection and re-setting of this light. If an easement does not exist, an easement is to be provided prior to issuance of a building permit.

The Department has no further comments at this time.

COMMITMENT & INTEGRITY
DRIVE RESULTS

41 Hutchins Drive
Portland, Maine 04102
www.woodardcurran.com

T 800.426.4262
T 207.774.2112
F 207.774.6635

Att. 3

MEMORANDUM

TO: Shukria Wiar, Planner
FROM: David Senus, P.E.
DATE: April 30, 2015
RE: 16 Middle Street, Final Level III Site Plan and Subdivision Application

---

Woodard & Curran has reviewed the Response to Comments on the Final Level III Site Plan and Subdivision Application for the proposed mixed-use building located at 16 Middle Street in Portland, Maine. The project consists of constructing a five story building with retail uses on the ground floor and professional office use on the upper floors. The project will result in a net increase in impervious area of 6,850 Square Feet.

Documents Reviewed by W&C

- Response to Comments Letter and Attachments dated April 15, 2015, prepared by FST on behalf of Bateman Partners, LLC.
- Engineering Plans, Sheets C-1.0, C-1.1, C-2.1–C-2.3, C-3.0, C-4.0, C-5.0, C-6.0-C6.2, REV. dated April 15, 2015, prepared by FST on behalf of Bateman Partners, LLC.

Comments

1) The Applicant had submitted a request for Ability to Serve sanitary sewer to the City Department of Public Services on March 11, 2014 and awaits response to that letter. The Applicant has indicated that a copy of the sewer Ability to Serve letter will be submitted to the Planning Office upon receipt in the near future.
2) All review comments contained in previous memorandums from Woodard & Curran (5/29/14; 7/2/14; 8/5/14; 2/25/15) have been adequately addressed.

Planning and Urban Development Department
Planning Division

Subject: B5b Urban Commercial Business Zones Design Review – 185 Fore St.

Written by: Caitlin Cameron, Urban Designer

Date of Review: Wednesday, February 25, 2015

On Wednesday, February 25, a design review according to the *City of Portland Design Manual* Standards was performed for the revised application materials for the proposed new construction of a commercial building at 185 Fore Street. The review was performed by Caitlin Cameron, Urban Designer and Alex Jaegerman, Division Director within the Planning Division of the Department of Planning & Urban Development. The project was reviewed against the *B5b Urban Commercial Business Zones Design Standards* and *Multiple-Family Design Standards* (Section (c) and Section (i) of the Design Manual) and also took into consideration the previous design review comments from 5/29/15.

Design Review Comments *(red text denotes standards that require revision)**:***

B5b Urban Commercial Business Zones:
Standard 1a. Shared Infrastructure – Met – Project uses adjacent parking structure to meet on-site parking requirement and building has physical connection to garage.

Standard 1b. Relationship to Street – Building is set close to property line on all frontages including corner. Staff requests that landscaping shown adjacent to retail façade on India Street be removed, especially on India Street. Although staff recognizes the intent was to ameliorate the inability to provide street trees in these locations, staff is not in support of placing landscaping between sidewalk and active ground floor facades. A wider sidewalk and easy access to the ground floor uses are preferred. City Arborist is amenable to removing the proposed landscaping. Landscaping on Fore Street might need to be maintained to meet Open Space requirement of Multiple-Family Design Standards for dwelling units without balcony.

Standard 1c. Building Orientation – Met – Strong orientation to India Street is provided with retail frontage as well as an emphasized residential entrance on Fore Street. Visual transmittance of glass should be .7 or higher at ground floor.

Standard 1d. Parking Lots – Not applicable

Multiple-Family Design Standards:
Standard 1(a)1. Exterior Design – Met – Project uses materials, fenestration patterns, and articulation consistent with the existing neighborhood fabric. Balconies and differentiation in façade planes create visual interest and shadow lines. The ground floor has a high level of fenestration/storefront which is desirable especially for India Street. Project is located in an

area that is more commercial/mixed-use in character than residential. As a mixed-use building, it is compatible with the surrounding context and contributes to the character and coherence of the street.

Standard 1(a)2. Relationship to Street – Met – Staff appreciates the infill nature of this project and its location and orientation contributes to the overall street wall and character of India Street. Ground floor has been adjusted to be closer to property line/sidewalk. As stated above, placement of landscaping between sidewalk and building on India Street is not desired and does not reflect typical condition in the neighborhood.

Standard 1(a)3. Open Space – Met – All but two dwelling units are provided with at least one balcony. In the case of the dwelling units without direct access to open space, planted strips are proposed at the ground level of the project.

Standard 1(a)4. Livability – Met – Each dwelling unit provides ample windows for light and air as well as sufficient storage areas at ground floor and within unit.

Standard 1(a)5. Surface Parking – Not applicable

Standard 1(a)6. Lodging – Not applicable

Att. 5

From: Keith Gautreau
To: Shukria Wiar
CC: Craig Messinger
Date: 5/5/2015 2:41 PM
Subject: Fwd: RE: RE: Fire Comments for 16 Middle Street and 185 Fores Street

Hi Shukria,

I'm good with their responses to all of Chris's comments.

Thanks,
Keith

Keith Gautreau, Acting Asst. Chief
Fire Prevention/Community Outreach
Portland Fire Department
380 Congress Street
Portland, ME 04101
(207)874-8400
kng@portlandmaine.gov

Plan 1

SITE DEVELOPMENT PLANS

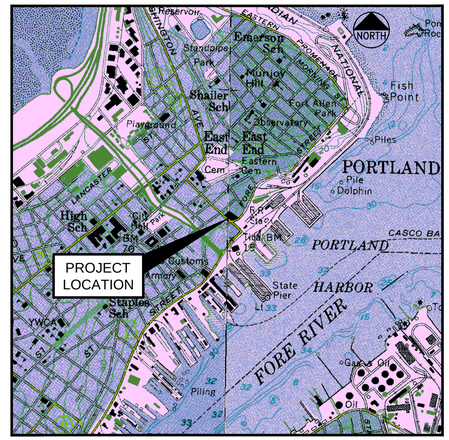
FOR

185 FORE STREET

PORTLAND, MAINE

FEBRUARY 2015

FINAL PLAN DOCUMENTS



LOCATION MAP
N.T.S.

OWNER

(AS OF MARCH 2014)
EAST INDIA LAND COMPANY LLC
C / O SHIPYARD BREWING COMPANY
86 NEWBURY STREET
PORTLAND, MAINE 04101

TAX MAP - BLOCK - LOT (ADDRESS)

20 - F - 23 (185 FORE STREET)

CURRENT APPLICANT

BATEMAN PARTNERS LLC
P.O. BOX 3572
PORTLAND, MAINE 04104
207.772.2992
ATTN: NATHAN BATEMAN

INDEX

C-1.0 COVER SHEET
C-1.1 GENERAL NOTES & LEGEND
C-2.0 BOUNDARY & TOPOGRAPHIC SURVEY
C-2.1 AMENDED RECORDING PLAT
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C-2.3 CONSTRUCTION MANAGEMENT PLAN
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C-4.0 GRADING & DRAINAGE PLAN
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C-6.0 PAVEMENT, CURB & SIDEWALK DETAILS
C-6.1 MISCELLANEOUS DETAILS
C-6.2 UTILITY & MISCELLANEOUS DETAILS
L-1.0 LANDSCAPE PLAN
E-1.01 ELECTRICAL SITE PLAN

UTILITIES

WATER:
PORTLAND WATER DISTRICT
22 DOUGLASS STREET
P.O. BOX 3553
PORTLAND, MAINE 04104
207.774.5961 x.3199
CONTACT: RICO SPUGNARDI

SEWER / STREETS:
CITY OF PORTLAND
PUBLIC SERVICES DIVISION
55 PORTLAND STREET
PORTLAND, MAINE 04102
207.874.8850
CONTACT: DAVID MARGOLIS-PINEO, DEPUTY CITY ENGINEER

ELECTRIC:
CENTRAL MAINE POWER
162 CANCO ROAD
PORTLAND, MAINE 04103
207.842.2367
CONTACT: JAMIE COUGH/PAUL DUPERRE

TELEPHONE:
FAIRPOINT COMMUNICATIONS
5 DAVIS HILL FARM ROAD
PORTLAND, MAINE 04103
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CONTACT: SUE SERRETTE

NATURAL GAS:
NORTHERN UTILITIES
1075 FOREST AVENUE
PORTLAND, MAINE 04103
207.797.8002, EXT. 6220
CONTACT: MIKE SMITH
OR
BRAD BUZZELL
252.0907 (CELL)

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888.344.7233

PERMITS / APPROVALS

TYPE:	GOVERNING BODY:	STATUS/DATE ISSUED:
LOCAL		
SITE PLAN/SUBDIVISION APPROVAL:	CITY OF PORTLAND PLANNING AUTHORITY CITY HALL, CONGRESS STREET PORTLAND, MAINE 04103 207.874.8722	PRELIMINARY SUBMISSION 05.05.14 FINAL SUBMISSION 02.06.15
BUILDING PERMIT:	CITY OF PORTLAND CODE ENFORCEMENT OFFICE CITY HALL, CONGRESS STREET PORTLAND, MAINE 04103 207.874.8900	TO BE FILED BY BUILDING CONTRACTOR
UTILITY / STREET OPENING PERMITS:	CITY OF PORTLAND PUBLIC SERVICES DIVISION 55 PORTLAND STREET PORTLAND, ME 04102 207.874.8801	TO BE FILED PRIOR TO CONSTRUCTION

CONSULTANT LIST

CIVIL ENGINEER:
Fay, Spofford & Thorndike
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, MAINE 04106
207.775.1121
CONTACT: JOSEPH LAVERRIERE
jlaverriere@fstinc.com

ARCHITECT:
Archetype Architects
48 UNION WHARF
PORTLAND, MAINE 04101
207.772.6022
ATTN: DAVID LLOYD

SURVEYOR:
Owen Haskell, Inc.
390 US ROUTE 1, UNIT 10
FALMOUTH, MAINE 04105
207.774.0424
ATTN: JOHN SWAN

ELECTRICAL / MECHANICAL ENGINEER:
Bennett Engineering
P.O. BOX 297
FREEPORT, MAINE 04032
207.865.9475
ATTN: WILLIAM BENNETT, JR.

ENVIRONMENTAL CONSULTANT:
Hoffman Engineering, Inc.
640 TEN ROD ROAD
NORTH KINGSTOWN, RHODE ISLAND 02852
401.294.9032
ATTN: ROBERT HOFFMAN

GEOTECHNICAL ENGINEER:
Summit Geoengineering Services
145 LISBON STREET, SUITE 601
LEWISTON, MAINE 04240
207.576.3313
ATTN: WILLIAM PETERLEIN

I HEREBY ACKNOWLEDGE THAT THESE PLANS AND SPECIFICATIONS WERE PREPARED UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MAINE AND THAT I AM COMPETENT TO PREPARE THIS DOCUMENT.

REV	DATE	DESCRIPTION
5	04.15.15	REVISED PER STAFF COMMENTS & RESUBMITTED TO CITY
4	02.06.15	SUBMITTED FINAL SITE PLAN APPLICATION TO CITY
3	07.08.14	REVISED PER ENGINEERING PEER REVIEW COMMENTS AND RESUBMITTED TO CITY
2	06.12.14	REVISED PER PLANNING REVIEW STAFF COMMENTS AND RESUBMITTED TO CITY
1	05.05.14	SUBMITTED TO CITY

REVISIONS

STATE OF MAINE — JOSEPH A. LAVERRIERE — 7417 — 4-15-15 — LICENSED PROFESSIONAL ENGINEER

P.E. JOSEPH A. LAVERRIERE
LIC. #7417

PROJECT: 185 FORE STREET, PORTLAND, MAINE
SHEET TITLE: COVER SHEET
CLIENT: BATEMAN PARTNERS LLC

FST — FAY, SPOFFORD & THORNDIKE — ENGINEERS · PLANNERS · SCIENTISTS — 778 MAIN ST, SUITE 8, SOUTH PORTLAND, ME 04106

DRAWN:	CDD	DATE:	MAY 2014
DESIGNED:	JAL	SCALE:	N.T.S.
CHECKED:	JAL	JOB NO.	SP-M150
FILE NAME:	SP-M150-COV		
SHEET	C-1.0		

PRELIMINARY - NOT FOR CONSTRUCTION

R:\SP-M150 India & Middle Sts\Cadd\Permit Set\dwg\SP-M150-COV.dwg, C-1.0 FORE ST, 4/15/2015 11:58:06 AM, dube_c, 1:1

R:\SP-M150 India & Middle Sts\Cadd\Permit Set\dwg\SP-M150-COV.dwg dube_c 4/15/2015 11:58 AM

GENERAL NOTES:

1. THIS PROJECT IS SUBJECT TO THE TERMS AND CONDITIONS OF ALL REGULATIONS ADMINISTERED BY THE LOCAL UTILITY COMPANIES AND THE CITY OF PORTLAND.
2. THE CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF THE ENTRANCES, EXITS, PRECISE BUILDING DIMENSIONS, AND EXACT BUILDING UTILITY ENTRANCE POINTS.
3. ALL REQUIRED AND NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO ANNOUNCED BUILDING POSSESSION AND THE FINAL SERVICE CONNECTIONS.
4. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR THE ELEVATION OF THE EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THIS INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AND DIG SAFE (1-888-DIGSAFE). IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS, AT NO EXTRA EXPENSE TO THE OWNER.
5. MAINTENANCE OF EROSION CONTROL MEASURES IS OF PARAMOUNT IMPORTANCE TO THE OWNER AND THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL EROSION CONTROL MEASURES SHOWN ON THE PLANS. ADDITIONAL EROSION CONTROL MEASURES SHALL BE INSTALLED IF DEEMED NECESSARY BY ONSITE INSPECTIONS OF THE OWNER OR THEIR REPRESENTATIVES AT NO ADDITIONAL COST TO THE OWNER.
6. ALL MATERIAL SCHEDULES SHOWN ON THE PLANS ARE FOR GENERAL INFORMATION ONLY. THE CONTRACTOR SHALL PREPARE HIS OWN MATERIAL SCHEDULES BASED UPON HIS PLAN REVIEW. ALL SCHEDULES SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO ORDERING MATERIALS OR PERFORMING WORK.
7. ALL MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM TO PROJECT CONTRACT SPECIFICATIONS, AND THE CITY OF PORTLAND TECHNICAL MANUAL STANDARDS, WHICHEVER IS MORE STRINGENT.
8. TOPOGRAPHIC AND BOUNDARY SURVEY INFORMATION WAS PROVIDED BY OWEN HASKELL, INC. BENCHMARK = CHISELED X STREET SIDE HYDRANT BONNET BOLT ON INDIA STREET , ELEVATION 24.71, NGVD 1929 DATUM.
9. FEMA MAP COMMUNITY PANEL NUMBER 2300510014B. THE SITE IS LOCATED IN A C ZONE.
10. THE PROPERTY SHOWN ON THIS PLAN MAY BE DEVELOPED AND USED ONLY AS DEPICTED IN THIS APPROVED PLAN. ALL ELEMENTS AND FEATURES OF THE PLAN AND ALL THE PROPERTY WHICH APPEARS IN THE RECORD OF THE PLANNING BOARD PROCEEDINGS ARE CONDITIONS OF THE APPROVAL. NO CHANGE FROM THE CONDITIONS OF APPROVALS IS PERMITTED UNLESS AN AMENDED PLAN IS FIRST SUBMITTED TO AND APPROVED BY THE PLANNING AUTHORITY.
11. ALL SIGNAGE SHALL CONFORM TO THE STANDARDS FOR SIZE, HEIGHT, LOCATION AND REFLECTIVITY SET FORTH IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
12. ALL CURB SHALL CONFORM TO THE FOLLOWING SPECIFICATIONS AS NOTED ON THE PLANS:
    GRANITE AND BITUMINOUS CONCRETE CURB SHALL MEET THE REQUIREMENTS OF MAINE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS 609.03 AND 609.04 AND CITY OF PORTLAND TECHNICAL STANDARDS.
13. ALL DIMENSIONING UNLESS OTHERWISE NOTED IS TO THE FACE OF CURB OR FACE OF BUILDING.
14. THE FACILITY IS SERVICED BY PUBLIC WATER, SEWER, NATURAL GAS AND OVERHEAD POWER. THE PROJECT INCLUDES UPDATES TO THE POWER SERVICE INCLUDING THE INSTALLATION OF NEW UNDERGROUND SYSTEM. SEE SITE ELECTRICAL PLANS FOR DETAILS.
15. THE CONTRACTOR IS REQUIRED TO NOTIFY THE CITY OF PORTLAND PUBLIC WORKS INSPECTION SERVICES DIVISION (874-8300 EXT. 8838), CODE ENFORCEMENT OFFICE AND DEVELOPMENT REVIEW COORDINATOR IN WRITING THREE (3) DAYS PRIOR TO THE BEGINNING OF CONSTRUCTION. A PRE-CONSTRUCTION MEETING MAY BE REQUIRED TO INCLUDE THE PUBLIC WORKS AUTHORITY OR DEVELOPMENT REVIEW COORDINATOR.
16. AN APPROVED SET OF PLANS AND ALL APPLICABLE PERMITS MUST BE AVAILABLE AT THE CONSTRUCTION SITE.
17. WARNING SIGNS, MARKERS, BARRICADES OR FLAGMEN MUST BE EMPLOYED ON ADJACENT STREETS AS NECESSARY THE CONTRACTOR SHALL COORDINATE AND SEEK APPROVAL FROM THE PUBLIC SERVICE DIVISION FOR THE PLACEMENT/PARKING OF EQUIPMENT WITHIN THE PUBLIC RIGHT OF WAY.
18. CONSTRUCTION DEBRIS SHALL BE CONTAINERIZED AND DISPOSED OF IN ACCORDANCE WITH THE CITY OF PORTLAND'S SOLID WASTE ORDINANCE CHAPTER 12. ALL DEMOLITION MATERIAL FROM THE PROJECT SITES SHALL BE TAKEN TO THE RIVERSIDE RECYCLING FACILITY OR AS OTHERWISE DIRECTED PENDING THE RESULTS OF A HAZARDOUS BUILDING MATERIALS SURVEY AS AUTHORIZED AND COORDINATED BY THE OWNER. ALL SALVAGED MATERIAL WITHIN THE PUBLIC R.O.W.(SIDEWALKS, BRICKS, GRANITE CURB) NOT REUSED SHALL BE DISPOSED OF AS DIRECTED BY THE PORTLAND PUBLIC SERVICES DEPARTMENT AT NO EXTRA COST TO THE OWNER.
19. ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY RESULTING FROM CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE CONTRACTOR AT THEIR EXPENSE.
20. PROPERTY MARKERS AND STREET LINE MONUMENTS SHALL BE PROPERLY PROTECTED AT ALL TIMES DURING CONSTRUCTION TO INSURE INTEGRITY. IF DISTURBED THEY SHALL BE REPLACED BY A SURVEYOR REGISTERED IN THE STATE OF MAINE AT THE CONTRACTOR EXPENSE.
21. THE OWNER SHALL BE RESPONSIBLE TO COORDINATE THE PERFORMANCE OF A HAZARDOUS MATERIALS INSPECTION OF THE PROPERTY.
22. A STREET OPENING PERMIT MUST BE OBTAINED FROM THE CITY OF PORTLAND PUBLIC WORKS DEPARTMENT PRIOR TO BEGINNING ANY WORK WITHIN THE CITY RIGHT-OF-WAY. ALL WORK WITHIN THE PUBLIC RIGHT OF WAY SHALL BE COMPLETED IN CONFORMANCE TO THE CITY'S RULES AND REGULATIONS FOR EXCAVATION ACTIVITIES IN PUBLIC RIGHT OF WAYS.
23. CONTRACTOR MUST MAINTAIN THROUGH TRAFFIC ON ADJACENT STREETS AT ALL TIMES.
24. ALL METHODS AND MATERIALS USED IN THE CONSTRUCTION OF THE IMPROVEMENTS IDENTIFIED HEREIN SHALL CONFORM TO THE CITY OF PORTLAND CONSTRUCTION AND TECHNICAL STANDARDS AND SPECIFICATIONS AND/OR CURRENT MDOT STANDARDS AND SPECIFICATIONS, WHICHEVER IS MORE STRINGENT.
25. SITE WORK FOR BUILDING SHALL INCLUDE GRADING THE BUILDING PAD AREA (DEFINED AS THE BUILDING FOOTPRINT PLUS 5'-0" BEYOND THE EXTERIOR WALL) TO A GRADE 18" BELOW THE GROUND FLOOR FINISH ELEVATION. ALL WORK SHALL INCLUDE EXCAVATION (INCLUDING ROCK REMOVAL AND EXISTING FOUNDATION DEMOLITION) AND BACKFILL OF ALL FOOTINGS AND FOUNDATIONS, INSTALLATION OF PERIMETER FOUNDATION DRAINS, EXCAVATION AND BACKFILL OF ALL UNDERSLAB UTILITIES AND PLACEMENT OF ALL AGGREGATES BELOW THE FLOOR SLAB AND ADJACENT THE FOUNDATION WALLS IN ACCORDANCE WITH THE CONTRACT PLANS AND SPECIFICATIONS. (SEE ARCHITECTURAL AND STRUCTURAL PLANS FOR ADDITIONAL DETAILS PERTAINING TO ANY BUILDING RELATED FOUNDATION WORK).
26. RECORD DRAWINGS REQUIRE ALL BURIED UTILITIES INCLUDING, BUT NOT LIMITED TO, BENDS, APPURTENANCES, AND OTHER FEATURES TO BE LOCATED BY COORDINATE INFORMATION TO BE RECORDED BY THE CONTRACTOR AND SUPPLIED TO THE OWNER AT THE END OF THE PROJECT.
27. THE CONTRACTOR SHALL REFER TO THE ARCHITECTURAL DRAWINGS PREPARED BY ARCHETYPE ARCHITECTS FOR EXACT LOCATIONS AND DIMENSIONS OF THE ENTRANCES, PAVING, EXIT PORCHES, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE POINTS.
28. ALL REQUIRED AND NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO ANNOUNCED BUILDING POSSESSION AND THE FINAL SERVICE CONNECTIONS.
29. CONTRACTORS SHALL NOTIFY OPERATORS WHO MAINTAIN UNDERGROUND UTILITIES IN THE AREA OF PROPOSED EXCAVATION OR BLASTING AT LEAST THREE (3) BUT NOT MORE THAN (30) DAYS PRIOR TO COMMENCEMENT OF EXCAVATION OR DEMOLITION. CONTRACTORS SHALL BE RESPONSIBLE FOR COMPLIANCE WITH THE REQUIREMENTS OF 23 MRSA 3360-A.

PERMITTING NOTES:

1. THIS PROJECT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE SITE PLAN REVIEW PERMIT FROM THE CITY OF PORTLAND WHICH WILL BE MADE A PART OF THE CONTRACT BID DOCUMENTS. THE CONSTRUCTION WILL BE GOVERNED BY THE ZONING ORDINANCES WHICH ARE AVAILABLE FOR VIEWING AT THE OFFICE OF THE ENGINEER OR THE MUNICIPAL OFFICE.

SITE PLAN CONDITIONS OF APPROVAL (PENDING):

_____

_____

SUBDIVISION CONDITIONS OF APPROVAL (PENDING):

_____

_____

PRELIMINARY - NOT FOR CONSTRUCTION

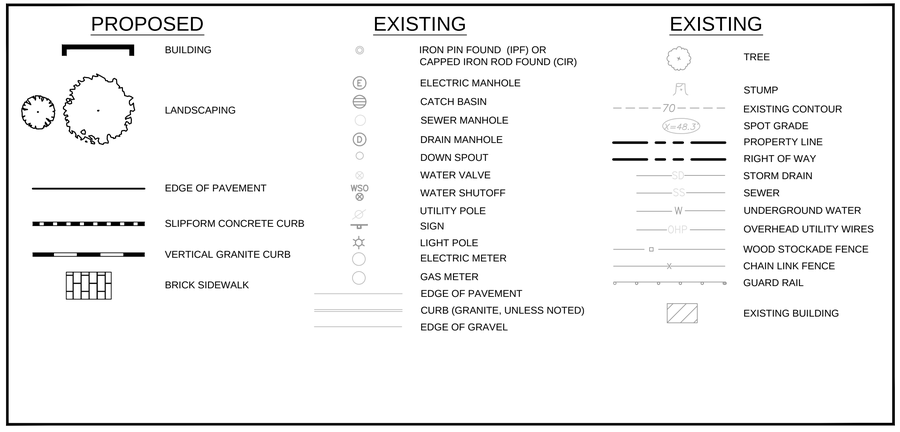
GRADING AND DRAINAGE NOTES:

1. ALL STORM DRAIN PIPE SHALL BE SMOOTH BORE INTERIOR PROVIDING A MANNINGS ROUGHNESS COEFFICIENT OF n = 0.013 OR LESS. UNLESS A SPECIFIC PIPE MATERIAL IS CALLED FOR ON THE CONTRACT DRAWINGS. PVC PIPING SHALL NOT BE USED IN AREAS OF EXPOSED SUNLIGHT.
2. SLOPE PROTECTION IS TO BE PROVIDED PER THE DESIGN PLANS AND MAY INCLUDE RIPRAP, SOD OR MULCH.
3. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION DURING EARTHWORK OPERATIONS TO INSURE THAT DISTURBANCE TO ANY STEEP SLOPE AREAS ARE MINIMIZED TO THE EXTENT PRACTICABLE.
4. THE CONTRACTOR IS HEREBY CAUTIONED THAT ALL SITE FEATURES SHOWN ARE BASED ON FIELD OBSERVATIONS BY THE SURVEYOR AND BY INFORMATION PROVIDED BY OTHERS. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL CONTACT DIG SAFE (1-888-DIGSAFE) AT LEAST THREE (3) BUT NOT MORE THAN THIRTY (30) DAYS PRIOR TO COMMENCEMENT OF EXCAVATION OR DEMOLITION TO VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES.
5. ALL PAVING WITHIN THE PUBLIC R.O.W. SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF PORTLAND RULES AND REGULATIONS FOR EXCAVATION ACTIVITIES IN THE PUBLIC R.O.W.
6. NO HOLES, TRENCHES OR STRUCTURES SHALL BE LEFT OPEN OVERNIGHT IN ANY EXCAVATION ACCESSIBLE TO THE PUBLIC OR IN PUBLIC RIGHTS-OF-WAY.
7. THE CONTRACTOR SHALL TAKE FULL RESPONSIBILITY FOR ANY CHANGES AND DEVIATION OF APPROVED PLANS NOT AUTHORIZED BY THE ARCHITECT/ENGINEER AND/OR CLIENT/OWNER.
8. CONTRACTOR SHALL INCORPORATE PROVISIONS AS NECESSARY IN CONSTRUCTION TO PROTECT EXISTING STRUCTURES AND PHYSICAL FEATURES THAT ARE OUTSIDE THE SCOPE OF WORK. THE CONTRACTOR SHALL MAINTAIN SITE STABILITY DURING CONSTRUCTION TO AVOID EROSION AND SEDIMENT TRANSPORT. CONTRACTOR SHALL RESTORE ALL AREAS TO A FINAL STABILIZED CONDITION AS DIRECTED BY DESIGN DRAWINGS.
9. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD PRIOR TO FABRICATION AND ERECTION OF ANY MATERIAL. ANY UNUSUAL CONDITIONS SHALL BE REPORTED TO THE ATTENTION OF THE ENGINEER.
10. EXTERIOR GRADES AROUND PROPOSED STRUCTURE SHALL BE COORDINATED WITH FINAL BUILDING PLANS AND PROVIDE FOR ALL ACCESS OPENINGS.
11. SUBGRADE FILL PLACED BENEATH ALL PERMANENT PAVEMENT, SIDEWALK OR CONCRETE SURFACES EXCLUDING ANY BUILDING AREAS, SHALL BE GRANULAR BORROW. SUBGRADE FILL PLACED BENEATH ALL LANDSCAPE AREAS EXCEPT THOSE ADJACENT THE FOUNDATION SYSTEMS MAY BE A COMMON BORROW MATERIAL SUITABLE FOR EMBANKMENT CONSTRUCTION, FREE FROM FROZEN MATERIAL, PERISHABLE RUBBLE, PEAT, ORGANICS, ROCKS LARGER THAN 12" IN DIAMETER, VEGETATION AND OTHER MATERIAL UNSUITABLE FOR ROADWAY AND SUBGRADE CONSTRUCTION. EXCAVATED ON-SITE MATERIALS MAY BE USED FOR FILL PROVIDED THE MATERIAL IS FREE FROM UNSUITABLE MATERIAL DESCRIBED IN THIS NOTE AND UPON APPROVAL OF THE ENGINEER. EXCAVATED ONSITE MATERIALS MAY NOT BE USED AS COMPACTED STRUCTURAL FILL BENEATH THE BUILDING AREAS OR AS FOUNDATION BACKFILL. GRANULAR BORROW AND COMMON BORROW SHALL COMPLY WITH THE MDOT SPECIFICATIONS.
12. ALL FILLS SHALL BE PLACED IN LAYERS NOT MORE THAN 12" LOOSE DEPTH AND COMPACTED BY HEAVY COMPACTION EQUIPMENT. MINIMUM COMPACTION SHALL BE 95% OF MAXIMUM DENSITY ASTM 1557, MODIFIED AND FIELD DENSITY ASTM D2922 (NUCLEAR METHODS).
13. THE CONTRACTOR SHALL ANTICIPATE THAT GROUNDWATER WILL BE ENCOUNTERED DURING CONSTRUCTION AND SHALL INCLUDE SUFFICIENT COSTS WITHIN THEIR BID TO PROVIDE DEWATERING AS NECESSARY. NO SEPARATE PAYMENT SHALL BE MADE TO THE CONTRACTOR FOR DEWATERING.

UTILITY NOTES:

1. ALL REQUIRED UTILITIES SERVING THE PROJECT SHALL BE COORDINATED BETWEEN THE SITE WORK CONTRACTOR AND DIVISION 22/26 CONTRACTOR(S). THE SITE WORK CONTRACTOR SHALL BE RESPONSIBLE TO EXTEND ALL PROPOSED UTILITIES TO WITHIN FIVE (5) FEET OF THE BUILDING TO A LOCATION COORDINATED WITH THE MECHANICAL AND ELECTRICAL SUBCONTRACTORS. THE BUILDING CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UTILITIES WITHIN FIVE (5) FEET AND INSIDE THE BUILDING OR UNDER SLAB.
2. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF AND/OR RELOCATION OF OVERHEAD AND UNDERGROUND TELEPHONE WITH FAIRPOINT COMMUNICATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR CONDUITS, PULL WIRES, TRENCHING AND BACKFILLING NECESSARY TO COMPLETE THE WORK.
3. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ELECTRIC SERVICE WITH CENTRAL MAINE POWER; THE TELECOMMUNICATIONS SERVICE WITH FAIRPOINT COMMUNICATIONS AND CABLE SERVICE WITH TIME WARNER CABLE. ALL WORK SHALL CONFORM TO THE PROJECT SPECIFICATIONS OR UTILITY COMPANY STANDARDS, WHICHEVER IS MORE STRINGENT.
4. ADJUST ALL MANHOLES, CATCH BASINS, CURB BOXES, ETC. WITHIN LIMITS OF WORK TO FINISH GRADE AT NO ADDITIONAL EXPENSE TO THE OWNER.
5. ALL UNDERGROUND CONDUITS SHALL HAVE NYLON PULL ROPES TO FACILITATE PULLING CABLES.
6. THE CONTRACTOR SHALL OBTAIN, PAY FOR, AND COMPLY WITH ALL REQUIRED PERMITS, ARRANGE FOR ALL INSPECTIONS, AND SUBMIT COPIES OF ACCEPTANCE CERTIFICATES TO THE OWNER PRIOR TO COMPLETION OF THE PROJECT.
7. THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL BOXES, FITTINGS, CONNECTORS, COVER PLATES AND OTHER MISCELLANEOUS ITEMS NOT NECESSARILY DETAILED ON THE DRAWINGS TO RENDER INSTALLATION OF UTILITIES COMPLETE AND OPERATIONAL, AT NO EXTRA EXPENSE TO THE OWNER.
8. A 10 FOOT MINIMUM EDGE TO EDGE HORIZONTAL SEPARATION SHALL BE PROVIDED BETWEEN ALL WATER AND SANITARY SEWER LINES. A 12 INCH OUTSIDE TO OUTSIDE VERTICAL SEPARATION SHALL BE PROVIDED AT ALL WATER AND SANITARY SEWER CROSSINGS.
9. THE CONTRACTOR SHALL PROVIDE TEMPORARY SERVICES AS REQUIRED TO PROVIDE CONTINUOUS SERVICE TO THE JOBSITE. TEMPORARY SERVICES SHALL COMPLY WITH ALL FEDERAL, STATE, LOCAL AND UTILITY COMPANY STANDARDS. COORDINATE ALL TEMPORARY SERVICES WITH UTILITY COMPANY, OWNER AND AFFECTED BUSINESSES.
10. CONTRACTOR SHALL PROVIDE AND INSTALL ALL NECESSARY ELECTRICAL SERVICES IN CONDUIT TO SITE LIGHTING, COMPLYING WITH APPLICABLE CODES. COORDINATE WITH OWNER, SITE ELECTRICAL, ARCHITECTURAL AND CMP PLANS.
11. ALL SANITARY SERVICES AND APPURTENANCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT STANDARDS AND SPECIFICATIONS OF THE CITY OF PORTLAND PUBLIC WORKS DEPARTMENT. ALL SANITARY SERVICES AND APPURTENANCES TO BE ABANDONED SHALL BE PROPERLY RECORDED WITH PORTLAND PUBLIC WORKS ENGINEERING DEPARTMENT. A DIGITAL VIDEOTAPE SHALL BE MADE OF SANITARY SEWER SYSTEMS TO BE UTILIZED PRIOR TO CONSTRUCTION; UPSTREAM PIPES INTENDED FOR ABANDONMENT SHALL BE INSPECTED TO VERIFY THAT THEY NO LONGER SERVE OTHER FACILITIES.

LEGEND



ZONING SUMMARY TABLE:

B-5b Urban Commercial Mixed Use Zone Dimensional Requirements

Standard	B-5b Requirement	185 Fore Street
Minimum Lot Size	None	6,947 s.f.
Minimum Frontage	None	63.85' Fore Street
Minimum Front Yard	None	0.58' Fore Street
Minimum Side Yard	None	0.72'
Minimum Rear Yard	None	4.39'
Maximum Front Yard	10'	0.58'
Maximum Lot Coverage	100%	87%
Maximum Building Height	65'	60'-4"
Parking Retail Use	1 space per 200 s.f. of first floor area in excess of 2,000 s.f. not used for bulk storage	4,427 s.f. on first floor 12 parking spaces
Parking Residential Use	1 space per unit	8 units 8 parking spaces

EROSION CONTROL NOTES:

Plan 2

The project site is relatively small and will primarily feature below ground excavation that will result in an internally draining runoff pattern. Nearly the entire project site will be stabilized by rooftop, pavement, or brick sidewalks.

The primary emphasis of the Erosion and Sedimentation Control Plan to be implemented for this project is as follows:

1. Planning the project to provide the ability to capture any eroded materials from the work area on the site.
2. Development of a careful construction sequence.
3. Rapid stabilization of denuded areas to minimize the period of soil exposure.
4. Preventing sediment laden runoff from entering the existing storm drain network on and around the site.
5. Keeping surrounding streets free of mud and dust by regularly sweeping.

Erosion/Sedimentation Control Devices

As part of the site development the Contractor will implement the following erosion and sediment control devices. These devices shall be installed as indicated on the plans or as described herein. For further reference, see the "Maine Erosion and Sediment Control BMPS" handbook published by the Maine Department of Environmental Protection.

1. Catch Basin Inlet Protection: Stone sediment traps or a premanufactured SiltSack™ will be installed at catch basin inlets to prevent silt from entering the storm drain system. Installation details are provided in the plan set. Inlet protection shall remain in place and properly maintained until tributary areas are permanently stabilized.

Temporary Erosion & Sedimentation Control Measures

Actions must be taken to ensure that activities do not result in erosion of soils or fugitive dust emissions during or after construction. The following are planned as temporary erosion/sedimentation control measures during construction:

1. Catch basin inlet protection as described above.
2. If operations during wet months result in tracking of mud off the site onto public roads, roads shall be swept at least once a week and prior to significant storm events. Where chronic mud tracking occurs, a stabilized construction entrance should be provided.
3. If operations during dry months result in fugitive dust emission, adjacent roads shall be sprayed with water once a week or more frequently, as needed.
4. Stabilize with mulch or other non-erodible cover any soils that will not be worked for more than 7 days.
5. Litter, construction debris, and chemicals must not be stored in a manner that will create a pollutant source if exposed to stormwater runoff.

Timing and Sequence of Erosion/Sedimentation Control Measures

The following basic construction sequence shall be required to ensure the effectiveness of the erosion and sedimentation control measures is optimized. Prior to construction, the Contractor shall submit to the Owner a specific construction schedule, which shall be subject to the approval of the Owner.

Note:For all grading activities, the Contractor shall exercise extreme caution not to overexpose the site by limiting the disturbed area.

1. Install catch basin inlet protection. The Contractor must install any added measures which may be necessary to control erosion/sedimentation from the site and fugitive dust emissions dependent upon the actual site and weather conditions.
2. Clear and grub the work area for the building, haul off the loam, and excavate for the building foundation.
3. Construct the drainage system.
4. Install stone and hay bale check dams at any concentrated flow discharge points.
5. Install sidewalks and pavement as detailed on the site plans.
6. Remove all temporary erosion control devices once the site is stabilized.

Provisions for Maintenance of the Erosion/Sedimentation Control Features

During construction of the building and associated site development the Contractor shall be required to perform the following:

1. Inspection of the project work site on a weekly basis and after each significant rainfall event (0.5 inch or more within any consecutive 24-hour period) during construction until the site has been permanently stabilized. Inspection of the project work site shall include:
   - Identification of proper erosion control measure installation in accordance with the erosion control details or as specified herein.
   - Determine whether each erosion control measure is operating properly. If not, identify damage to the control device and determine remedial measures.
   - Identify areas that appear vulnerable to erosion and determine additional erosion control measures that should be used to improve conditions.
   - Determine the need to sweep adjacent streets or apply water for dust control.

   Accumulated silt/sediment should be removed when the depth of sediment reaches 50 percent of the barrier height.
2. If inspection of the site indicates a change should be made to the erosion control plan, either to improve effectiveness or correct a site-specific deficiency, the inspector shall immediately implement the corrective measure and notify the owner of the change.
3. The Contractor shall keep a log (report) summarizing the inspections and any corrective action taken. The log must include the name(s) and qualifications of the person making the inspections, the date(s) of the inspections, and major observations about the operation and maintenance of erosion and sedimentation controls, materials storage areas, and vehicles 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 location(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.

   The log must be made accessible to the Owner and regulatory staff, and a copy must be provided upon request.
4. Once the site has been permanently stabilized, the temporary erosion control measures should be removed.

CONSTRUCTION MANAGEMENT NOTES:

1. ALL CONSTRUCTION SHALL COMPLY WITH 2009 NFPA 1 CHAPTER 16 SAFE GUARDS DURING BUILDING CONSTRUCTION, ALTERATION AND DEMOLITION OPERATIONS.
2. ANY CUTTING AND WELDING WORK PERFORMED ONSITE SHALL REQUIRE A "HOT WORK" PERMIT FROM THE PORTLAND FIRE DEPARTMENT.
3. THE GENERAL CONTRACTOR SHALL POST EMERGENCY CONTACT INFORMATION ON THE PROJECT SITE PROPERTY DURING CONSTRUCTION IN THE EVENT OF AN AFTER HOURS EMERGENCY. THIS CONTACT INFORMATION SHALL ALSO BE PROVIDED TO THE PORTLAND FIRE DEPARTMENT.
4. IF THE SITE IS SECURED BY TEMPORARY OR PERMANENT FENCING WITH LOCKED GATES, THEN THE APPLICANT OR ASSIGNED REPRESENTATIVE SHALL PURCHASE A KNOX PADLOCK FROM THE PORTLAND FIRE DEPARTMENT TO ALLOW ACCESS BY THE PORTLAND FIRE DEPARTMENT.
5. STREETS SHALL MAINTAIN A 20' WIDTH FOR FIRE DEPARTMENT ACCESS AT ALL TIMES.
6. FIRE HYDRANTS SHALL NOT BE BLOCKED OR ENCLOSED BY FENCING. A 3' CLEARANCE SHALL BE MAINTAINED AT ALL TIMES AROUND FIRE HYDRANTS.

REV	DATE	DESCRIPTION
6	04.15.15	REVISED PER STAFF COMMENTS & RESUBMITTED TO CITY
5	02.06.15	SUBMITTED FINAL SITE PLAN APPLICATION TO CITY
5	04.15.15	REVISED PER STAFF COMMENTS & RESUBMITTED TO CITY
4	02.06.15	SUBMITTED FINAL SITE PLAN APPLICATION TO CITY
3	07.08.14	REVISED PER ENGINEERING PEER REVIEW COMMENTS AND RESUBMITTED TO CITY
2	06.12.14	REVISED PER PLANNING REVIEW STAFF COMMENTS AND RESUBMITTED TO CITY
1	05.05.14	SUBMITTED TO CITY

REVISIONS

STATE OF MAINE — JOSEPH A. LAVERRIERE — 7417 — 4/15/15 — LICENSED PROFESSIONAL ENGINEER

P.E. JOSEPH A. LAVERRIERE
LIC. #7417

PROJECT
185 FORE STREET
PORTLAND, MAINE

SHEET TITLE
GENERAL NOTES & LEGEND

CLIENT
BATEMAN PARTNERS LLC

FST 100 YEARS
FAY, SPOFFORD & THORNDIKE
ENGINEERS · PLANNERS · SCIENTISTS
778 MAIN ST, SUITE 8, SOUTH PORTLAND, ME 04106

DRAWN:	CDD	DATE:	MAY 2014
DESIGNED:	JAL	SCALE:	---
CHECKED:	JAL	JOB NO.	SP-M150
FILE NAME:	SP-M150-GEN		
SHEET	C-1.1		

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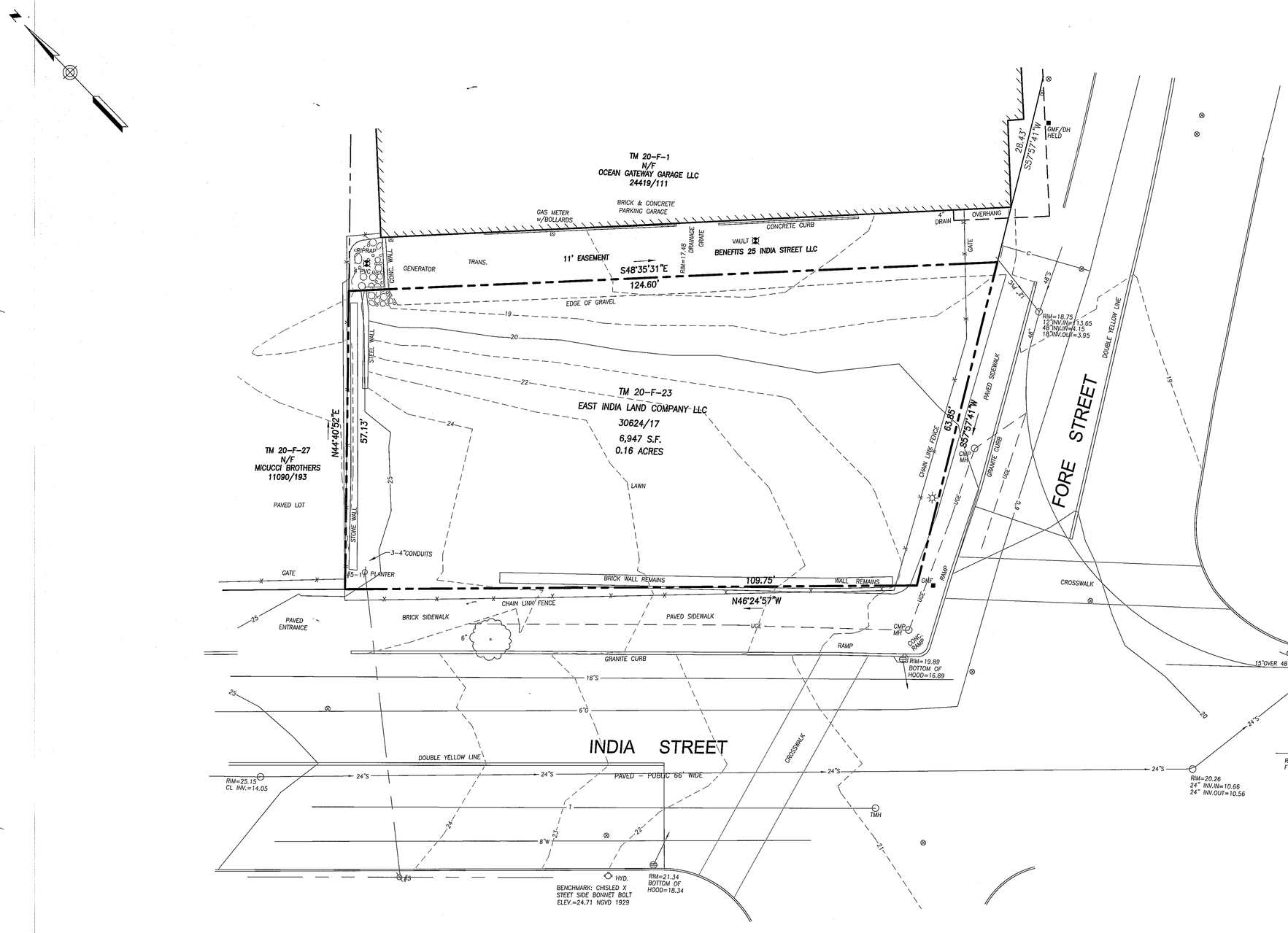
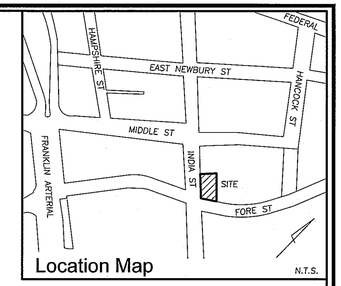




Legend:

- GRANITE MONUMENT FOUND
- WATER VALVE
- HYDRANT
- GAS VALVE
- UTILITY POLE
- LIGHT POLE
- MANHOLE
- CATCH BASIN
- DECIDUOUS TREE
- FENCE
- CURB
- OHW — OVERHEAD WIRES
- E — UNDERGROUND ELECTRIC
- W — WATER LINE
- G — GAS LINE
- SS — SANITARY SEWER
- SD — STORM DRAIN
- 22 — 1' CONTOUR

Plan References:

1. RECORDING PLAT, OCEAN GATEWAY, COMMERICAL STREET AND FORE STREET, PORTLAND, MAINE MADE FOR CITY OF PORTLAND AND STATE OF MAINE DATED AUGUST 4, 2004 BY OWEN HASKELL, INC. RECORDED IN PLAN BOOK 204 PAGE 622.

2. LAND TITLE SURVEY AND SUBDIVISION PLAN IN PORTLAND, MAINE, USA MADE FOR THE TRUST FOR PUBLIC LAND, THE CITY OF PORTLAND, THE MAINE DEPARTMENT OF TRANSPORTATION, THE CANADIAN NATIONAL RAILWAY COMPANY DATED FEBRUARY 19, 1993 REVISED THROUGH 10–20–94 BY OWEN HASKELL, INC. RECORDED IN PLAN BOOK 193 PAGE 187.

3. SUBDIVISION RECORDING PLAT ON ONE INDIA STREET, PORTLAND, MAINE MADE FOR RIVERWALK LLC, 25 INDIA STREET LLC, HANCOCK & MIDDLE, LLC, AND OCEAN GATEWAY LLC DATED MARCH 22, 2006 REVISED 04–13–06 BY OWEN HASKELL, INC. RECORDED IN PLAN BOOK 207 PAGE 54.

4. CONDOMINIUM PLAT "THE LONGFELLOW A CONDOMINIUM" ONE INDIA STREET, PORTLAND, MAINE MADE FOR LRAR LLC, THE DECLARANT AND OWNER OF RECORD, DATED SEPT. 20, 2006 REVISED 9–26–09 BY OWEN HASKELL, INC. RECORDED IN PLAN BOOK 206 PAGE 618.

5. BOUNDARY SURVEY OF ONE INDIA STREET, PORTLAND, MAINE MADE FOR RIVERWALK LLC AND LRAR LLC DATED MARCH 22, 2006 REVISED 04–13–06 BY OWEN HASKELL, INC.

6. ALTA/ACSM LAND TITLE SURVEY, INDIA STREET, FORE STREET, MIDDLE STREET & HANCOCK STREET EXT., PORTLAND, CUMBERLAND COUNTY, MAINE MADE FOR JAMES BRADLEY DATED MAY 23, 2011, REVISED DECEMBER 12, 2011 BY OWEN HASKELL, INC.

GRAPHIC SCALE

0 5' 10' 20' 40'

Utility Note:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. CALL 1–800–DIGSAFE AT LEAST THREE BUSINESS DAYS BEFORE PERFORMING ANY CONSTRUCTION. DUE TO OSHA CONFINED SPACE REQUIREMENTS, ALL INVERTS AND PIPE SIZES MUST BE VERIFIED PRIOR TO ANY CONSTRUCTION.

Notes:

1. OWNER OF RECORD: EAST INDIA LAND COMPANY LLC DEED BOOK 30624 PAGE 17

2. PARCEL IS SHOWN AS LOT 23 BLOCK F ON THE CITY OF PORTLAND ASSESSORS MAP 20.

3. BEARINGS ARE GRID NORTH PER PLAN REFERENCE 1.

4. LOT NUMBERS SHOWN ARE FROM PLAN REFERENCE 3.

5. ELEVATIONS BASED ON NGVD 1929 DATUM. BENCHMARK: USC&GS DISK AT 17 COMMERCIAL STREET ELEVATION=14.50.

Certificate:

OWEN HASKELL, INC. CERTIFIES THAT THIS PLAN IS BASED ON, AND THE RESULT OF, AN ON THE GROUND FIELD SURVEY AND THAT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS CURRENT STANDARDS OF PRACTICE, WITH THE EXCEPTION OF MARKERS NOT SET AT ALL CORNERS.

4/29/14
DATE

JOHN W. SWAN, PLS NO. 1038

STATE OF MAINE · JOHN W. SWAN · NO. 1038 · PROFESSIONAL LAND SURVEYOR

REV.	1	4–29–14	UPDATE OWNER OF RECORD

BOUNDARY & TOPOGRAPHIC SURVEY

ON

INDIA STREET, PORTLAND, MAINE

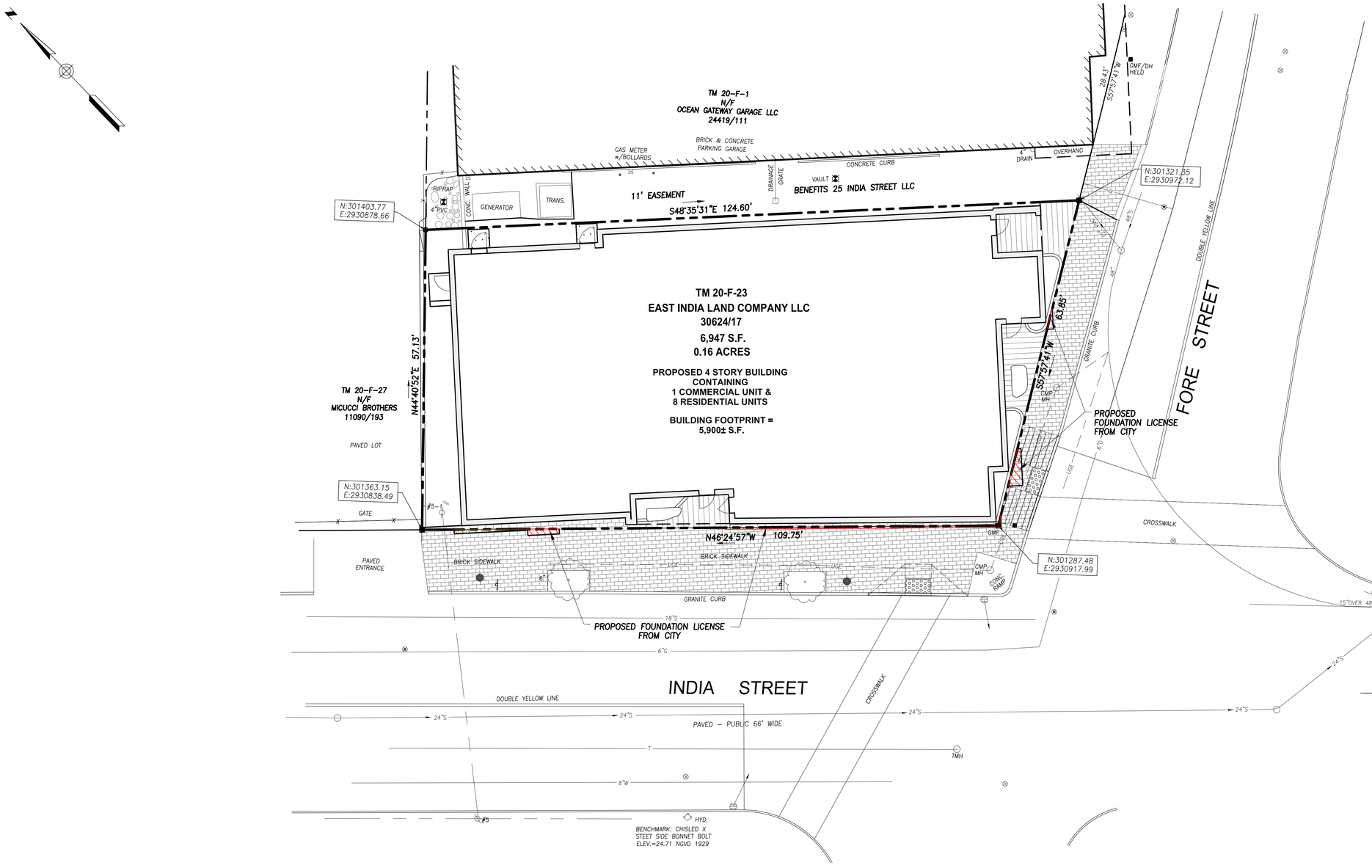
MADE FOR

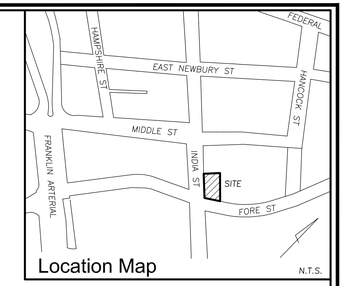
FAY, SPOFFORD & THORNDIKE, INC.

778 MAIN STREET, SOUTH PORTLAND, MAINE

OWEN HASKELL, INC.
390 U.S. ROUTE ONE, FALMOUTH, ME 04105 (207)774–0424
PROFESSIONAL LAND SURVEYORS

Drwn By	RS	Date	Job No.
Trace By	JLW	MARCH 12, 2014	2014–023P
Check By	JWS	Scale	Drwg. No.
Book No.	1124	1" = 10'	C–2.0





Location Map N.T.S.

Legend:

- GRANITE MONUMENT FOUND
- WATER VALVE
- HYDRANT
- GAS VALVE
- UTILITY POLE
- LIGHT POLE
- MANHOLE
- CATCH BASIN
- SIGN
- DECIDUOUS TREE
- FENCE
- CURB
- OHW — OVERHEAD WIRES
- E — UNDERGROUND ELECTRIC
- W — WATER LINE
- G — GAS LINE
- SS — SANITARY SEWER
- SD — STORM DRAIN

APPROVED BY THE
CITY OF PORTLAND PLANNING BOARD

DATE

STATE OF MAINE, CUMBERLAND, ss
REGISTRY OF DEEDS
RECEIVED _____
AT ____ hr. ____ min. ____m AND RECORDED
IN PLAN BOOK _____, PAGE _____
ATTEST: _____
REGISTER

THIS PLAN AMENDS LOT AS SHOWN ON
"SUBDIVISION RECORDING PLAT ON
ONE INDIA STREET, PORTLAND, MAINE"
RECORDED IN PLAN BOOK 207 PAGE 54

Utility Note:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. CALL 1-800-DIGSAFE AT LEAST THREE BUSINESS DAYS BEFORE PERFORMING ANY CONSTRUCTION. DUE TO OSHA CONFINED SPACE REQUIREMENTS, ALL INVERTS AND PIPE SIZES MUST BE VERIFIED PRIOR TO ANY CONSTRUCTION.

GRAPHIC SCALE

0 5' 10' 20' 40'

Plan References:

1. RECORDING PLAT, OCEAN GATEWAY, COMMERICAL STREET AND FORE STREET, PORTLAND, MAINE MADE FOR CITY OF PORTLAND AND STATE OF MAINE DATED AUGUST 4, 2004 BY OWEN HASKELL, INC. RECORDED IN PLAN BOOK 204 PAGE 622.

2. LAND TITLE SURVEY AND SUBDIVISION PLAN IN PORTLAND, MAINE, USA MADE FOR THE TRUST FOR PUBLIC LAND, THE CITY OF PORTLAND, THE MAINE DEPARTMENT OF TRANSPORTATION, THE CANADIAN NATIONAL RAILWAY COMPANY DATED FEBRUARY 19, 1993 REVISED THROUGH 10-20-94 BY OWEN HASKELL, INC. RECORDED IN PLAN BOOK 193 PAGE 187.

3. SUBDIVISION RECORDING PLAT ON ONE INDIA STREET, PORTLAND, MAINE MADE FOR RIVERWALK LLC, 25 INDIA STREET LLC, HANCOCK & MIDDLE, LLC, AND OCEAN GATEWAY LLC DATED MARCH 22, 2006 REVISED 04-13-06 BY OWEN HASKELL, INC. RECORDED IN PLAN BOOK 207 PAGE 54.

4. CONDOMINIUM PLAT "THE LONGFELLOW A CONDOMINIUM" ONE INDIA STREET, PORTLAND, MAINE MADE FOR LRAR LLC, THE DECLARANT AND OWNER OF RECORD, DATED SEPT. 20, 2006 REVISED 9-26-09 BY OWEN HASKELL, INC. RECORDED IN PLAN BOOK 206 PAGE 618.

5. BOUNDARY SURVEY OF ONE INDIA STREET, PORTLAND, MAINE MADE FOR RIVERWALK LLC AND LRAR LLC DATED MARCH 22, 2006 REVISED 04-13-06 BY OWEN HASKELL, INC.

6. ALTA/ACSM LAND TITLE SURVEY, INDIA STREET, FORE STREET, MIDDLE STREET & HANCOCK STREET EXT., PORTLAND, CUMBERLAND COUNTY, MAINE MADE FOR JAMES BRADLEY DATED MAY 23, 2011, REVISED DECEMBER 12, 2011 BY OWEN HASKELL, INC.

Notes:

1. OWNER OF RECORD: EAST INDIA LAND COMPANY LLC DEED BOOK 30624 PAGE 17

2. PARCEL IS SHOWN AS LOT 23 BLOCK F ON THE CITY OF PORTLAND ASSESSORS MAP 20.

3. BEARINGS ARE GRID NORTH PER PLAN REFERENCE 1.

4. LOT NUMBERS SHOWN ARE FROM PLAN REFERENCE 3.

5. ELEVATIONS BASED ON NGVD 1929 DATUM. BENCHMARK: USC&GS DISK AT 17 COMMERCIAL STREET ELEVATION=14.50.

6. BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE C, AREAS OF MINIMAL FLOODING, OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 230051 0014B, WHICH BEARS AN EFFECTIVE DATE OF JULY 17, 1986 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

7. ZONING: B5-B URBAN COMMERCIAL BUSINESS ZONE.

Certificate:

OWEN HASKELL, INC. CERTIFIES THAT THIS PLAN IS BASED ON, AND THE RESULT OF, AN ON THE GROUND FIELD SURVEY AND THAT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS CURRENT STANDARDS OF PRACTICE, WITH THE EXCEPTION OF MARKERS NOT SET AT ALL CORNERS.

4/15/2015
DATE

JOHN W. SWAN, PLS NO. 1038

STATE OF MAINE
JOHN W. SWAN
NO. 1038
PROFESSIONAL LAND SURVEYOR

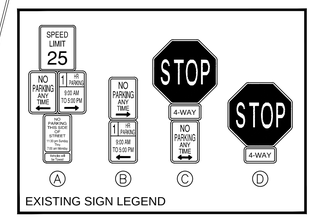
APPLICANT:
BATEMAN PARTNERS LLC
P.O. BOX 3572, PORTLAND, MAINE 04104

AMENDED RECORDING PLAT
185 FORE STREET
FORE STREET, PORTLAND, MAINE
MADE FOR RECORD OWNER
EAST INDIA LAND COMPANY LLC
c/o SHIPYARD BREWING COMPANY
86 NEWBURY STREET, PORTLAND, MAINE

OWEN HASKELL, INC.
390 U.S. ROUTE ONE, FALMOUTH, ME 04105 (207) 774-0424
PROFESSIONAL LAND SURVEYORS

Drawn By	RS	Date	Job No.
Trace By	JLW	APRIL 15, 2015	2014-023P
Check By	JWS	Scale	Drwg. No.
Book No.	1124	1" = 10'	C-2.1

PROTECT RETAINING WALL
PROTECT GENERATOR
PROTECT TRANSFORMER
REMOVE AND RESET CONCRETE CURB
TM 20-F-1
N/F
OCEAN GATEWAY GARAGE LLC
24419/177
RE-GRADE EXISTING GRAVEL SURFACE
REMOVE AND REPLACE RIPRAP SLOPE
PROJECT BOUNDARY
SAWCUT EXISTING PAVEMENT
REMOVE STEEL SHEET WALL
REMOVE CHAIN LINK FENCE
REMOVE MASONRY WALL
REMOVE CHAIN LINK FENCE
TM 20-F-27
N/F
MICUCCI BROTHERS
11090/193
TM 20-F-23
EAST INDIA LAND COMPANY LLC
30624/17
6,947 S.F.
0.16 ACRES
REMOVE EXISTING UTILITY POLE AND RISERS
REMOVE PLANTER
REMOVE CHAIN LINK FENCE
REMOVE AND RESET BRICK SIDEWALK
REMOVE AND RESET SIGN
REMOVE AND RELOCATE LIGHT POLE & FOUNDATION
TEST PIT TO VERIFY DEPTH & LOCATION OF ELECTRICAL DUCT BANK
REMOVE MASONRY WALL
REMOVE AND RESET SIGN
PROTECT GRANITE CURB
REMOVE EXISTING PAVEMENT
SAWCUT EXISTING PAVEMENT
REMOVE SIDEWALK RAMP
PROTECT GRANITE MONUMENT
REMOVE AND RESET GRANITE CURB
PROTECT CONCRETE SIDEWALK APRON
TEST PIT TO VERIFY DEPTH & LOCATION OF ELECTRICAL DUCT BANK
ALTER CATCH BASIN
REMOVE SIDEWALK RAMP
TEST PIT TO VERIFY DEPTH & LOCATION OF ELECTRICAL DUCT BANK
REMOVE AND RESET BRICK SIDEWALK - COORDINATE WITH SITE ELECTRICAL PLAN (SHEET E1.01)
UTILITY TRENCH CUT - COORDINATE WITH SITE ELECTRICAL PLAN (SHEET E1.01)
REMOVE & RESET GRANITE CURB
REMOVE EXISTING PAVEMENT
SAWCUT EXISTING PAVEMENT
REMOVE TREE
TEST PIT TO VERIFY DEPTH & LOCATION OF SEWER
TEST PIT TO VERIFY DEPTH & LOCATION OF GAS MAIN
REMOVE & RESET GRANITE CURB
ALTER EXISTING SEWER
REMOVE EXISTING PAVEMENT
SAWCUT EXISTING PAVEMENT
TEST PIT TO VERIFY DEPTH & LOCATION OF TELEPHONE DUCT BANK
ALTER EXISTING WATER MAIN
INDIA STREET
FORE STREET
BENCHMARK: CHISELED X STREET SIDE BONNET BOLT ELEV.=24.71 NGVD 1929



EXISTING SIGN LEGEND

NOTES:

The existing conditions, as shown on this plan, are a compilation of information as listed below:

1. The base plan depicts the existing topography and boundary survey as prepared by Owen Haskell, Inc. dated March 12, 2014.
2. The existing underground utilities are based upon the survey work performed by Owen Haskell, Inc. and augmented from the following archive plan sources:
   - India Street Sewer Rehabilitation Plans prepared by the City of Portland, dated December 30, 1940
   - India Street Sewer Rehabilitation Plans prepared by the City of Portland, dated November 4, 1955
   - Lower Fore River Interceptor Plans prepared by Camp Dresser & McKee, Inc., dated April 1973
   - Sewer System Base Mapping (Sheet IV-4) prepared by Hunter-Ballew Associates, dated 1981
   - Construction Site Plans for the Ocean Gateway Garage prepared by Woodard & Curran, dated August 10, 2007.
   - Excerpt of the Water System Mapping provided by Portland Water District, dated March 3, 2014.
3. Limited field reconnaissance performed by Fay, Spofford & Thorndike in March-April 2014.

NORTH

10 0 5 10 20
(IN FEET)
1 inch = 10 ft.

PRELIMINARY - NOT FOR CONSTRUCTION

REV	DATE	DESCRIPTION
2	06.12.14	REVISED PER PLANNING REVIEW STAFF COMMENTS AND RESUBMITTED TO CITY
1	05.05.14	SUBMITTED TO CITY

REVISIONS

STATE OF MAINE JOSEPH A. LAVERRIERE 7417 LICENSED PROFESSIONAL ENGINEER

P.E. JOSEPH A. LAVERRIERE
LIC. #7417

PROJECT
185 FORE STREET
PORTLAND, MAINE

SHEET TITLE
EXISTING CONDITIONS & DEMOLITION PLAN

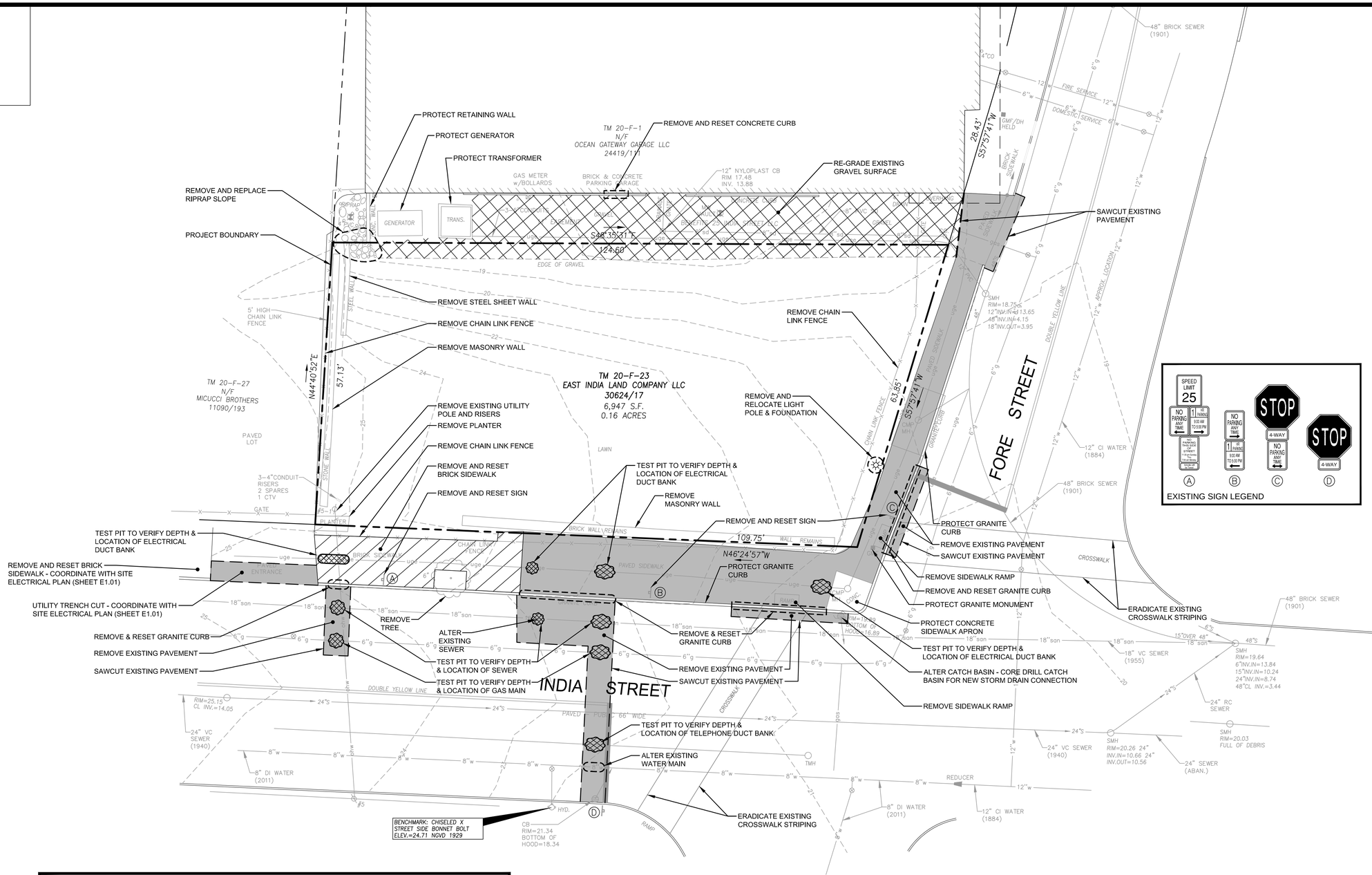
CLIENT
BATEMAN PARTNERS LLC

FST 100 YEARS
FAY, SPOFFORD & THORNDIKE
ENGINEERS · PLANNERS · SCIENTISTS
778 MAIN ST, SUITE 8, SOUTH PORTLAND, ME 04106

DRAWN:	CDD	DATE:	MAY 2014
DESIGNED:	JAL	SCALE:	1" = 10'
CHECKED:	JAL	JOB NO.	SP-M150
FILE NAME:	SP-M150-DEMO PLAN		
SHEET	C-2.1		

R:\SP-M150 India & Middle Sts\Cadd\Permit Set\dwg\SP-M150-DEMO PLAN.dwg winter_c 6/12/2014 10:21 AM

Plan 6



NOTES:

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   - Excerpt of the Water System Mapping provided by Portland Water District, dated March 3, 2014.
3. Limited field reconnaissance performed by Fay, Spofford & Thorndike in March-April 2014.

PRELIMINARY - NOT FOR CONSTRUCTION

NORTH

10 0 5 10 20
(IN FEET)
1 inch = 10 ft.

REV	DATE	DESCRIPTION
6	04.15.15	REVISED PER STAFF COMMENTS & RESUBMITTED TO CITY
5	02.06.15	SUBMITTED FINAL SITE PLAN APPLICATION TO CITY
4	07.22.14	REVISED PAVEMENT AND CURB REMOVALS FOR UPDATED UTILITY CONNECTIONS
3	07.08.14	REVISED PER ENGINEERING PEER REVIEW COMMENTS AND RESUBMITTED TO CITY
2	06.12.14	REVISED PER PLANNING REVIEW STAFF COMMENTS AND RESUBMITTED TO CITY
1	05.05.14	SUBMITTED TO CITY

REVISIONS

STATE OF MAINE · JOSEPH A. LAVERRIERE · 07417 · 4-15-15 · LICENSED PROFESSIONAL ENGINEER

P.E. JOSEPH A. LAVERRIERE
LIC. #7417

PROJECT
185 FORE STREET
PORTLAND, MAINE

SHEET TITLE
EXISTING CONDITIONS & DEMOLITION PLAN

CLIENT
BATEMAN PARTNERS LLC

FST 100 YEARS
FAY, SPOFFORD & THORNDIKE
ENGINEERS · PLANNERS · SCIENTISTS
778 MAIN ST, SUITE 8, SOUTH PORTLAND, ME 04106

DRAWN:	CDD	DATE:	MAY 2014
DESIGNED:	JAL	SCALE:	1" = 10'
CHECKED:	JAL	JOB NO.	SP-M150
FILE NAME:	SP-M150-DEMO PLAN		
SHEET	C-2.2		

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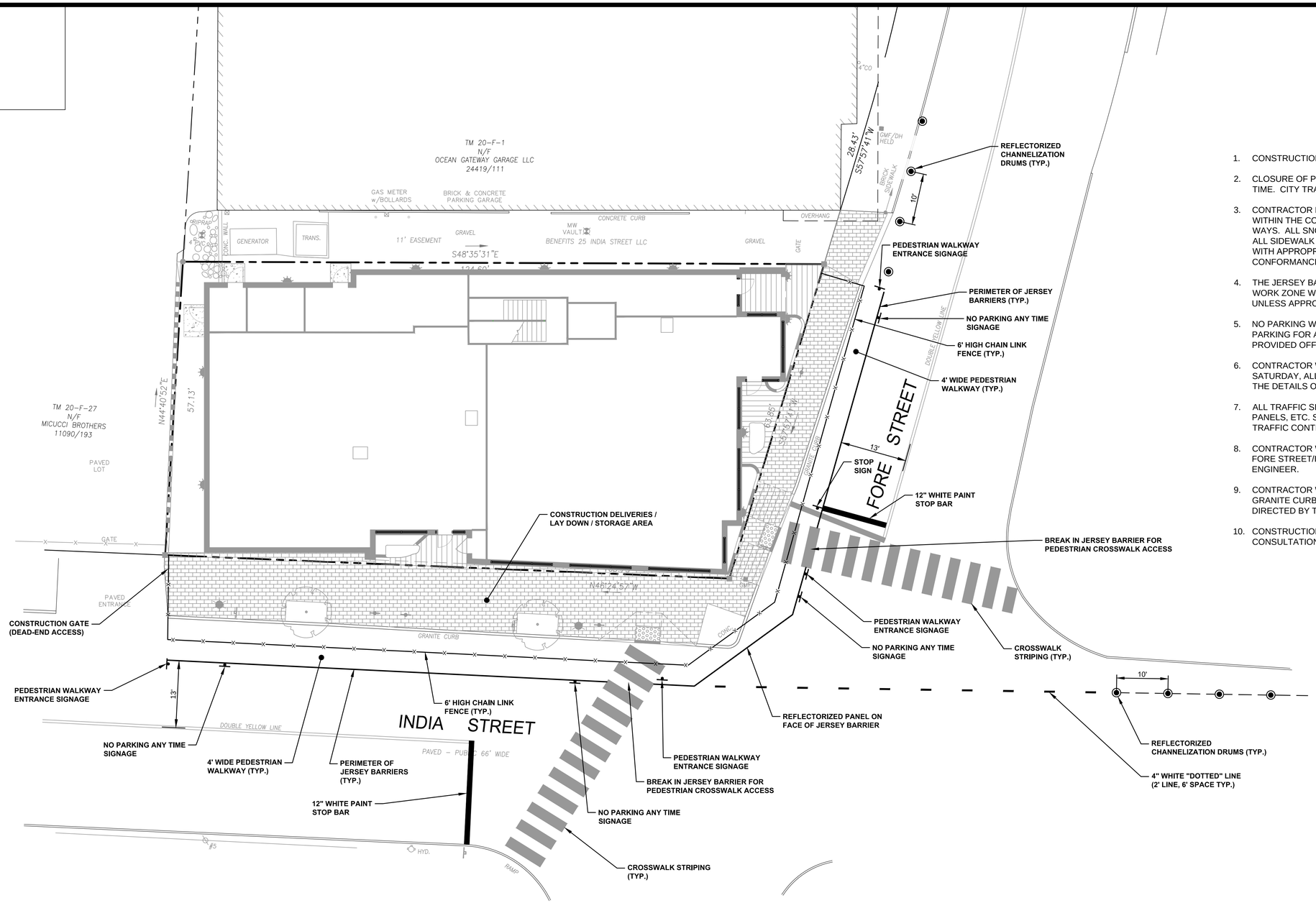

GENERAL NOTES

1. CONSTRUCTION GATE SWINGS INTO JOB SITE.
2. CLOSURE OF PROTECTIVE SIDEWALK AREA WILL BE REQUIRED FOR SHORT PERIODS OF TIME. CITY TRAFFIC ENGINEER WILL BE NOTIFIED 48-HOURS IN ADVANCE OF CLOSURE.
3. CONTRACTOR RESPONSIBLE FOR WINTER MAINTENANCE OF PUBLIC STREET AREAS WITHIN THE CONSTRUCTION ZONE, INCLUDING SIDEWALK AREAS AND VEHICLE TRAVEL WAYS. ALL SNOW WILL BE REMOVED WITHIN 24 HOURS OF THE STORM CONCLUSION. ALL SIDEWALK SURFACES WITHIN THE PROTECTIVE SIDEWALK AREA WILL BE TREATED WITH APPROPRIATE MATERIALS ENSURING A "DRY" PAVEMENT SURFACE IN CONFORMANCE WITH CITY REGULATIONS.
4. THE JERSEY BARRIER/SITE FENCING FORMING THE PERIMETER OF THE CONSTRUCTION WORK ZONE WILL BE MAINTAINED THROUGHOUT THE BUILDING CONSTRUCTION, UNLESS APPROVED OTHERWISE BY THE CITY ENGINEER.
5. NO PARKING WILL BE ALLOWED WITHIN THE CONSTRUCTION WORK ZONE AREA. PARKING FOR ALL CONTRACTOR EMPLOYEES, INCLUDING SUBCONTRACTORS WILL BE PROVIDED OFF-SITE.
6. CONTRACTOR WILL INSPECT AND CORRECT AS NECESSARY DAILY, SUNDAY THROUGH SATURDAY, ALL REQUIRED TRAFFIC CONTROL FEATURES ENSURING COMPLIANCE WITH THE DETAILS OF THE CONSTRUCTION MAINTENANCE PLAN.
7. ALL TRAFFIC SIGNAGE, PAVEMENT MARKINGS, CHANNELIZATION DRUMS, REFLECTIVE PANELS, ETC. SHALL CONFORM TO THE LATEST VERSION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
8. CONTRACTOR WILL PAINT ALL CROSSWALKS AND STOP BAR MARKINGS WITHIN THE FORE STREET/INDIA STREET INTERSECTION AS DIRECTED BY THE CITY'S TRAFFIC ENGINEER.
9. CONTRACTOR WILL APPROPRIATELY REPAIR OR REPLACE ALL SIDEWALK AREAS, GRANITE CURBING, ETC. DAMAGED BY THE BUILDING CONSTRUCTION PROJECT, AS DIRECTED BY THE CITY ENGINEER.
10. CONSTRUCTION MANAGEMENT PLAN MAY BE ADJUSTED BY CONTRACTOR IN CONSULTATION WITH CITY OF PORTLAND.

NORTH

10 0 5 10 20
(IN FEET)
1 inch = 10 ft.

PRELIMINARY - NOT FOR CONSTRUCTION

REV	DATE	DESCRIPTION
6	04.15.15	REVISED PER STAFF COMMENTS & RESUBMITTED TO CITY
5	02.06.15	SUBMITTED FINAL SITE PLAN APPLICATION TO CITY
4	07.22.14	REVISED BUILDING ENTRANCES, LANDSCAPE PLANTERS AND CROSSWALKS
3	07.08.14	REVISED PER ENGINEERING PEER REVIEW COMMENTS AND RESUBMITTED TO CITY
2	06.12.14	REVISED PER PLANNING REVIEW STAFF COMMENTS AND RESUBMITTED TO CITY
1	05.05.14	SUBMITTED TO CITY

REVISIONS

STATE OF MAINE · JOSEPH A. LAVERRIERE · 7417 · 4-15-15 · LICENSED PROFESSIONAL ENGINEER

P.E. JOSEPH A. LAVERRIERE
LIC. #7417

PROJECT
185 FORE STREET
PORTLAND, MAINE

SHEET TITLE
CONSTRUCTION MANAGEMENT PLAN

CLIENT
BATEMAN PARTNERS LLC

FST 100 YEARS
FAY, SPOFFORD & THORNDIKE
ENGINEERS · PLANNERS · SCIENTISTS
778 MAIN ST, SUITE 8, SOUTH PORTLAND, ME 04106

DRAWN:	CDD	DATE:	MAY 2014
DESIGNED:	JAL	SCALE:	1" = 10'
CHECKED:	JAL	JOB NO.	SP-M150
FILE NAME:	SP-M150-SITE LAYOUT		
SHEET	C-2.3		

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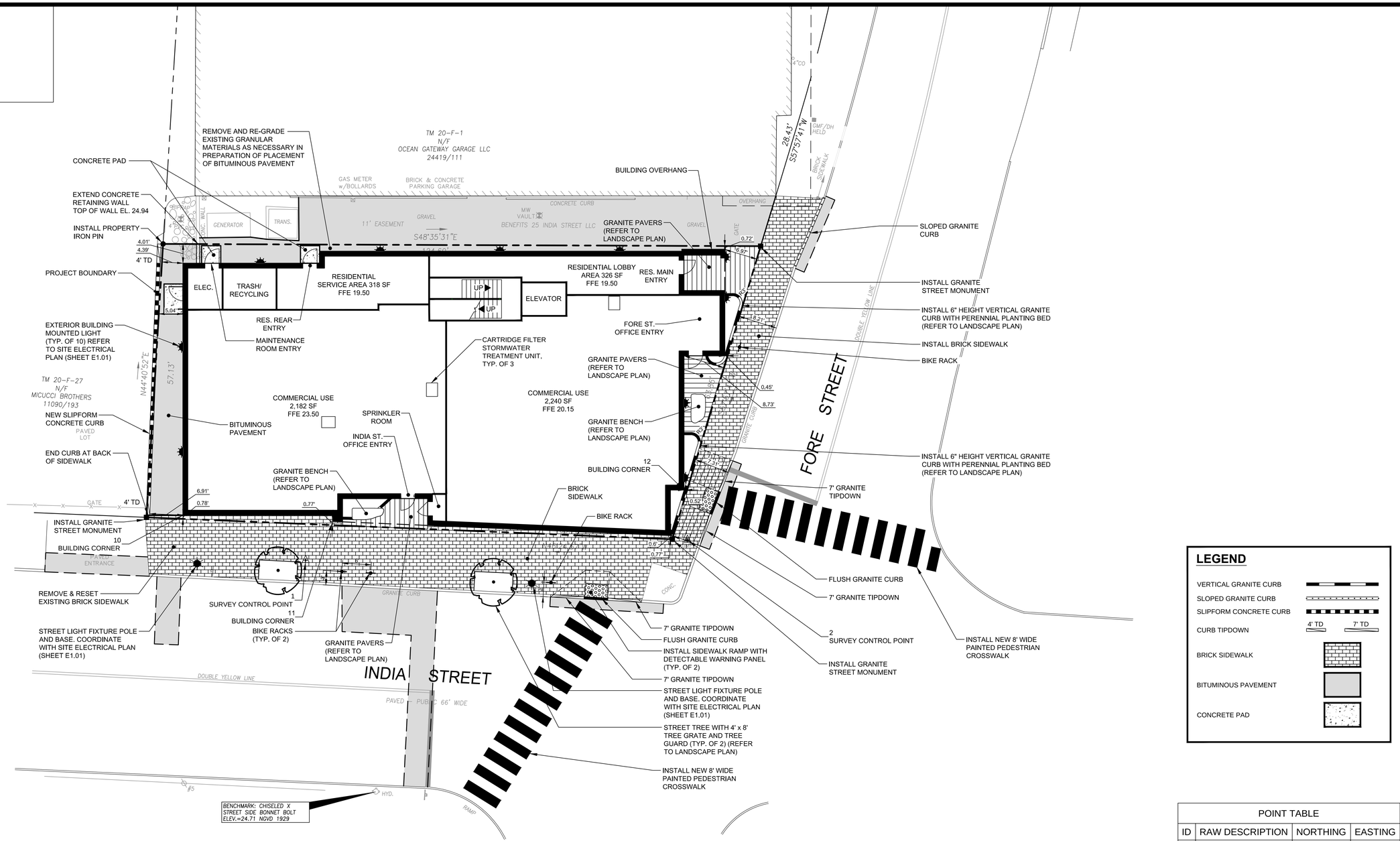
Plan 8



LEGEND

- VERTICAL GRANITE CURB
- SLOPED GRANITE CURB
- SLIPFORM CONCRETE CURB
- CURB TIPDOWN — 4' TD, 7' TD
- BRICK SIDEWALK
- BITUMINOUS PAVEMENT
- CONCRETE PAD

POINT TABLE

ID	RAW DESCRIPTION	NORTHING	EASTING
1	SURVEY CONTROL POINT	301334.53	2930857.55
2	SURVEY CONTROL POINT	301285.27	2930920.25
10	BUILDING CORNER	301358.44	2930844.56
11	BUILDING CORNER	301336.93	2930867.14
12	BUILDING CORNER	301293.62	2930926.58

NORTH

10 0 5 10 20
(IN FEET)
1 inch = 10 ft.

PRELIMINARY - NOT FOR CONSTRUCTION

REV	DATE	DESCRIPTION
6	04.15.15	REVISED PER STAFF COMMENTS & RESUBMITTED TO CITY
5	02.06.15	SUBMITTED FINAL SITE PLAN APPLICATION TO CITY
4	07.22.14	REVISED BUILDING ENTRANCES, LANDSCAPE PLANTERS AND CROSSWALKS
3	07.08.14	REVISED PER ENGINEERING PEER REVIEW COMMENTS AND RESUBMITTED TO CITY
2	06.12.14	REVISED PER PLANNING REVIEW STAFF COMMENTS AND RESUBMITTED TO CITY
1	05.05.14	SUBMITTED TO CITY

REVISIONS

STATE OF MAINE · JOSEPH A. LAVERRIERE · 7417 · 4-15-15 · LICENSED PROFESSIONAL ENGINEER

P.E. JOSEPH A. LAVERRIERE
LIC. #7417

PROJECT
185 FORE STREET
PORTLAND, MAINE

SHEET TITLE
SITE LAYOUT PLAN

CLIENT
BATEMAN PARTNERS LLC

FAY, SPOFFORD & THORNDIKE
ENGINEERS · PLANNERS · SCIENTISTS
778 MAIN ST, SUITE 8, SOUTH PORTLAND, ME 04106

DRAWN:	CDD	DATE:	MAY 2014
DESIGNED:	JAL	SCALE:	1" = 10'
CHECKED:	JAL	JOB NO.	SP-M150
FILE NAME:	SP-M150-SITE LAYOUT		
SHEET	C-3.0		

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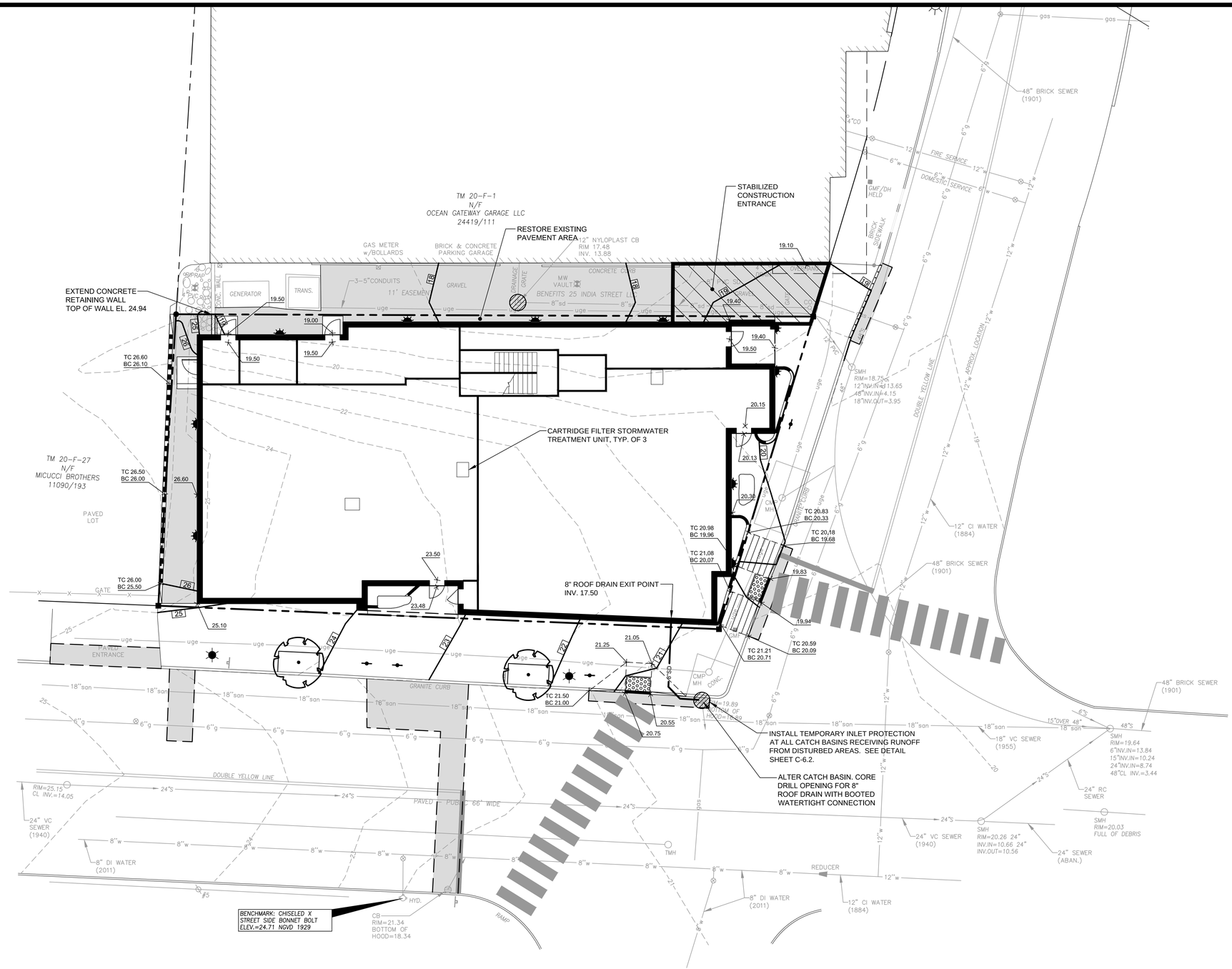
Plan 9



NORTH

10 0 5 10 20

(IN FEET)

1 inch = 10 ft.

PRELIMINARY - NOT FOR CONSTRUCTION

REV	DATE	DESCRIPTION
6	04.15.15	REVISED PER STAFF COMMENTS & RESUBMITTED TO CITY
5	02.06.15	SUBMITTED FINAL SITE PLAN APPLICATION TO CITY
4	07.22.14	REVISED GRADING TO REFLECT UPDATED LANDSCAPE PLANTERS
3	07.08.14	REVISED PER ENGINEERING PEER REVIEW COMMENTS AND RESUBMITTED TO CITY
2	06.12.14	REVISED PER PLANNING REVIEW STAFF COMMENTS AND RESUBMITTED TO CITY
1	05.05.14	SUBMITTED TO CITY

REVISIONS

STATE OF MAINE
JOSEPH A. LAVERRIERE
BC 7417
4-15-15
LICENSED
PROFESSIONAL ENGINEER

P.E. JOSEPH A. LAVERRIERE
LIC. #7417

PROJECT
185 FORE STREET
PORTLAND, MAINE

SHEET TITLE
GRADING, DRAINAGE & EROSION CONTROL PLAN

CLIENT
BATEMAN PARTNERS LLC

FST 100 YEARS
FAY, SPOFFORD & THORNDIKE
ENGINEERS · PLANNERS · SCIENTISTS
778 MAIN ST, SUITE 8, SOUTH PORTLAND, ME 04106

DRAWN:	CDD	DATE:	MAY 2014
DESIGNED:	JAL	SCALE:	1" = 10'
CHECKED:	JAL	JOB NO.	SP-M150
FILE NAME:	SP-M150-GRADING & DRAINAGE		
SHEET	C-4.0		

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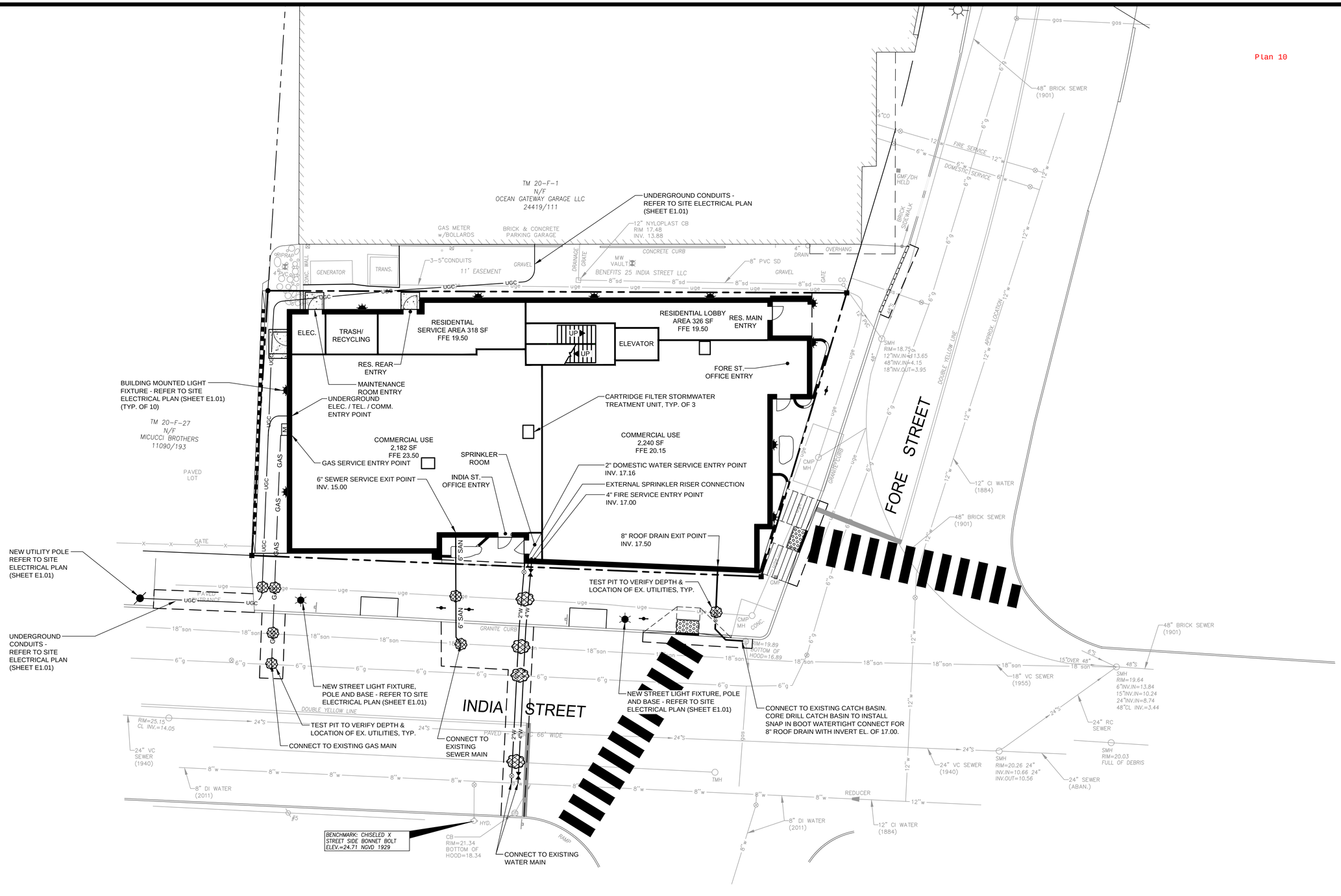
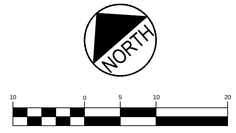
Plan 10





PRELIMINARY - NOT FOR CONSTRUCTION

REV	DATE	DESCRIPTION
4	02.06.15	SUBMITTED FINAL SITE PLAN APPLICATION TO CITY
3	07.08.14	REVISED PER ENGINEERING PEER REVIEW COMMENTS AND RESUBMITTED TO CITY
2	06.12.14	REVISED PER PLANNING REVIEW STAFF COMMENTS AND RESUBMITTED TO CITY
1	05.05.14	SUBMITTED TO CITY

REVISIONS

STATE OF MAINE · JOSEPH A. LAVERRIERE · 7417 · LICENSED PROFESSIONAL ENGINEER

P.E. JOSEPH A. LAVERRIERE
LIC. #7417

PROJECT
185 FORE STREET
PORTLAND, MAINE

SHEET TITLE
UTILITY PLAN

CLIENT
BATEMAN PARTNERS LLC

FST 100 YEARS

FAY, SPOFFORD & THORNDIKE
ENGINEERS · PLANNERS · SCIENTISTS
778 MAIN ST, SUITE 8, SOUTH PORTLAND, ME 04106

DRAWN:	CDD	DATE:	MAY 2014
DESIGNED:	JAL	SCALE:	1" = 10'
CHECKED:	JAL	JOB NO.	SP-M150
FILE NAME:	SP-M150-UTILITY PLAN		
SHEET	C-5.0		

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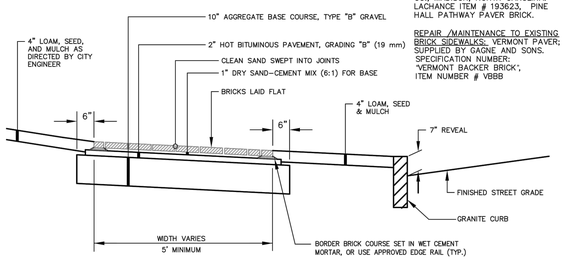
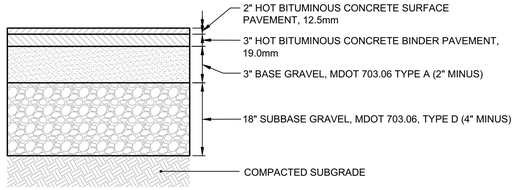


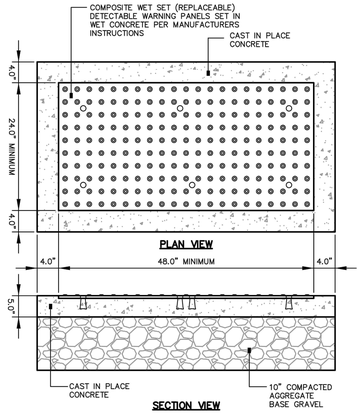
A BRICK SIDEWALK WITH BITUMINOUS BASE
N.T.S.
AS OBTAINED FROM THE CITY OF PORTLAND "TECHNICAL MANUAL"



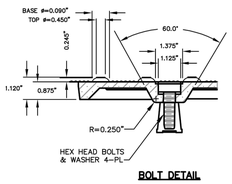
NOTES:

1. APPLY TACK COAT BETWEEN BINDER AND SURFACE COURSES.
2. ALL MATERIALS SHALL CONFORM TO MDOT SPECIFICATIONS, LATEST REVISION. COMPACTION OF ALL MATERIALS TO BE IN ACCORDANCE WITH THE SPECIFICATIONS AND THE GEOTECHNICAL REPORT.

D BITUMINOUS CONCRETE PAVEMENT SECTION
N.T.S.



SIDEWALK RAMP DETECTABLE WARNING PANEL
NOT TO SCALE

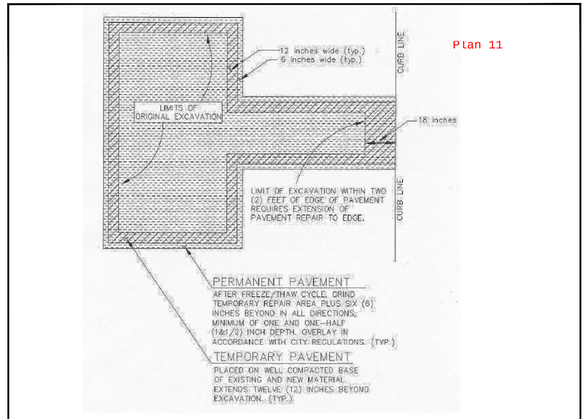


BOLT DETAIL

NOTES:

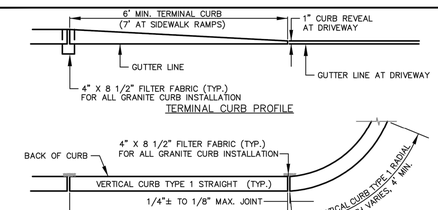
1. COMPOSITE WET SET (REPLACEABLE) DETECTABLE WARNING PANELS SHALL BE AS MANUFACTURED BY ADA SOLUTIONS, INC. (WWW.ADATILE.COM), OR APPROVED EQUAL.
2. CAST IN PLACE CONCRETE SHALL MEET SPECIFICATIONS FOR MAINE D.O.T. CLASS A STRUCTURAL CONCRETE, MINIMUM COMPRESSIVE STRENGTH 4,000 PSI. THE CONCRETE SHALL BE SCALED PRIOR TO SETTING PANELS. THE EXPOSED CONCRETE BORDER SHALL RECEIVE A GROOVED EDGE BETWEEN THE PANEL AND CONCRETE, ALONG WITH A UNIFORM BROOM FINISH PERPENDICULAR TO THE FLOW OF PEDESTRIAN TRAFFIC.
3. TRUNCATED DOMES SHALL BE ALIGNED IN ROWS, PARALLEL AND PERPENDICULAR TO THE PREDOMINANT DIRECTION OF TRAVEL. TRUNCATED DOME BRICKS AND GRANITE PAVERS ARE NOT ALLOWED.
4. FOR ALL DETECTABLE WARNING PANELS (EXCEPT AS SPECIFIED IN FIGURE I-7A AND TECHNICAL MANUAL SECTION 1.8.4.), FEDERAL YELLOW COLORED (#33538) PANELS SHALL BE USED. FOLLOW MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION.
5. SIZE: THE DETECTABLE WARNING PANEL(S) SHALL EXTEND 24 INCHES MINIMUM IN THE DIRECTION OF TRAVEL AND THE FULL WIDTH OF THE CURB RAMP, LANDING, OR BLENDED TRANSITION TO THE STREET.
6. ORIENTATION: THE DETECTABLE WARNING PANEL SHALL BE LOCATED SO THAT THE EDGE NEAREST THE CURB LINE IS 6 INCHES MINIMUM AND 8 INCHES MAXIMUM FROM THE CURB LINE. THE PANEL SHALL BE ORIENTED TO THE DIRECTION OF TRAVEL AS IDENTIFIED BY THE POINT OF EGRESS.

G SIDEWALK RAMP DETECTABLE WARNING PANEL
N.T.S.
AS OBTAINED FROM THE CITY OF PORTLAND "TECHNICAL MANUAL"

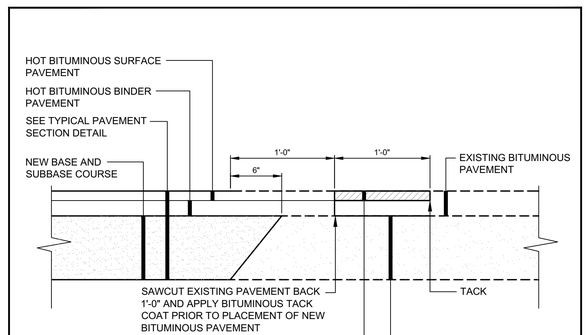


Plan 11

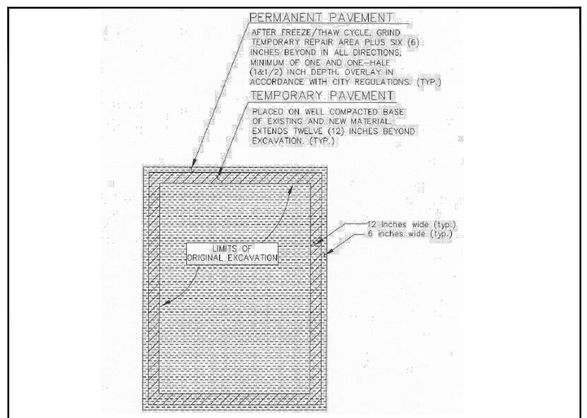
I PLAN VIEW OF MINOR EXCAVATION PAVEMENT REPAIR
N.T.S.
AS OBTAINED FROM THE CITY OF PORTLAND "RULES AND REGULATIONS FOR EXCAVATION ACTIVITIES IN THE PUBLIC RIGHT OF WAY"



B VERTICAL GRANITE CURB INSTALLATION IN EXIST. STREETS
N.T.S.
AS OBTAINED FROM THE CITY OF PORTLAND "TECHNICAL MANUAL"



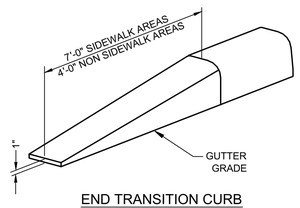
E PAVEMENT SAWCUT DETAIL
N.T.S.



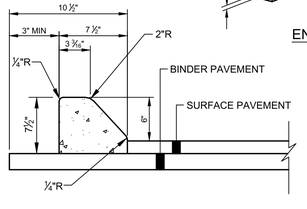
J PLAN VIEW OF MINOR EXCAVATION PAVEMENT REPAIR
N.T.S.
AS OBTAINED FROM THE CITY OF PORTLAND "RULES AND REGULATIONS FOR EXCAVATION ACTIVITIES IN THE PUBLIC RIGHT OF WAY"

NOTES:

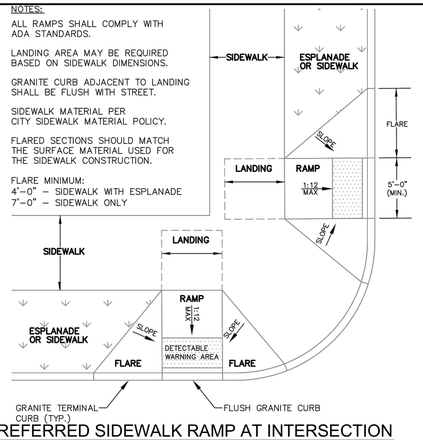
1. 4,000 PSI CONCRETE WITH FIBER REINFORCEMENT.
2. 4% TO 6% AIR ENTRAINMENT.
3. 1" TO 2" SLUMP.
4. APPLY EPOXY TO BINDER PAVEMENT PRIOR TO CURB PLACEMENT.



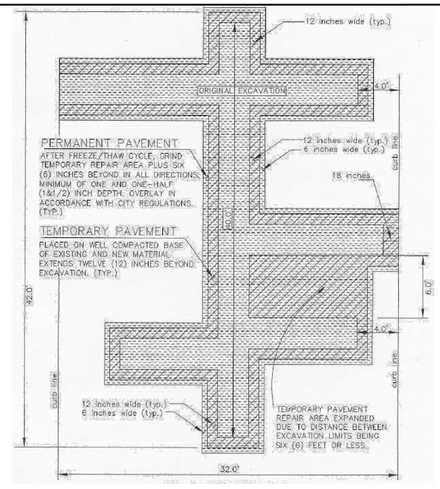
END TRANSITION CURB



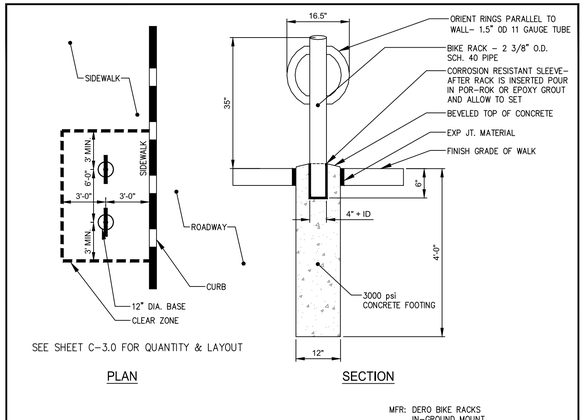
C EXTRUDED SLIPFORM SLOPED CONCRETE CURB DETAIL
N.T.S.



F PREFERRED SIDEWALK RAMP AT INTERSECTION
N.T.S.
AS OBTAINED FROM THE CITY OF PORTLAND "TECHNICAL MANUAL"



H PLAN VIEW OF MAJOR EXCAVATION PAVEMENT REPAIR
N.T.S.
AS OBTAINED FROM THE CITY OF PORTLAND "RULES AND REGULATIONS FOR EXCAVATION ACTIVITIES IN THE PUBLIC RIGHT OF WAY"



K BIKE HITCH MOUNTING DETAIL
N.T.S.

MFR: DERO BIKE RACKS
IN-GROUND MOUNT,
POWDER COAT FINISH
COLOR: BLACK
www.dero.com
1-800-298-4915

PRELIMINARY - NOT FOR CONSTRUCTION

REV	DATE	DESCRIPTION
5	04.15.15	REVISED PER STAFF COMMENTS & RESUBMITTED TO CITY
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1	05.05.14	SUBMITTED TO CITY

REVISIONS

STATE OF MAINE · JOSEPH A. LAVERRIERE · 7417 · 4/15/15 · LICENSED PROFESSIONAL ENGINEER

P.E. JOSEPH A. LAVERRIERE
LIC. #7417

PROJECT
185 FORE STREET
PORTLAND, MAINE

SHEET TITLE
PAVEMENT, CURB & SIDEWALK DETAILS

CLIENT
BATEMAN PARTNERS LLC

FST 100 YEARS
FAY, SPOFFORD & THORNDIKE
ENGINEERS · PLANNERS · SCIENTISTS
778 MAIN ST, SUITE 8, SOUTH PORTLAND, ME 04106

DRAWN:	CDD	DATE:	MAY 2014
DESIGNED:	JAL	SCALE:	N.T.S.
CHECKED:	JAL	JOB NO.	SP-M150
FILE NAME:	SP-M150-DET		
SHEET	C-6.0		

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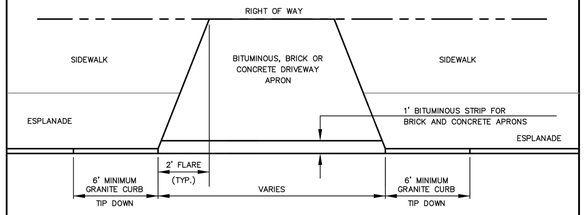
NOTE:
MATCH GRADE OF EXISTING DRIVEWAY AT R. O. W. LINE, EXCEPT WHEN DIRECTED OTHERWISE BY CITY ENGINEER.

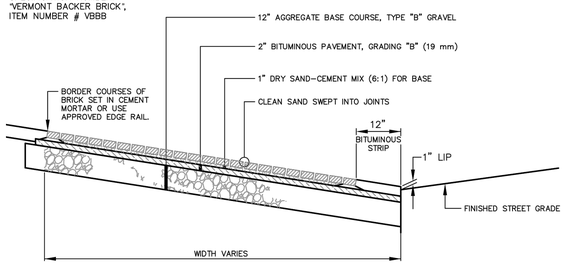


Ⓐ DRIVEWAY APRON LAYOUT
N.T.S.
AS OBTAINED FROM THE CITY OF PORTLAND "TECHNICAL MANUAL"

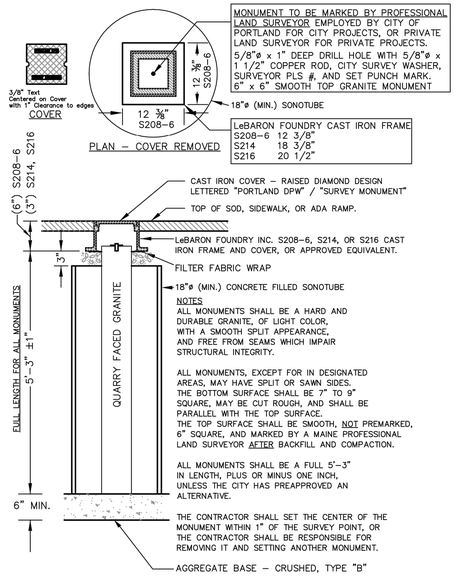
BRICKS TO BE USED:

NEW CONSTRUCTION:
4"x8" PINE HALL PATHWAY PAVER BRICK; MFG. BY PINE HALL BRICK CO., MADISON, NORTH CAROLINA. LACHANCE ITEM # 193623, PINE HALL PATHWAY PAVER BRICK.

REPAIR /MAINTENANCE TO EXISTING BRICK SIDEWALKS: VERMONT PAVER; SUPPLIED BY GAGNE AND SONS.
SPECIFICATION NUMBER:
"VERMONT BACKER BRICK";
ITEM NUMBER # VBBB



Ⓒ BRICK DRIVEWAY APRON WITH BITUMINOUS BASE
N.T.S.
AS OBTAINED FROM THE CITY OF PORTLAND "TECHNICAL MANUAL"



Ⓑ GRANITE STREET MONUMENT
N.T.S.
AS OBTAINED FROM THE CITY OF PORTLAND "TECHNICAL MANUAL"

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REVISIONS

STATE OF MAINE · JOSEPH A. LAVERRIERE · NO. 7417 · LICENSED PROFESSIONAL ENGINEER

P.E. JOSEPH A. LAVERRIERE
LIC. #7417

PROJECT
185 FORE STREET
PORTLAND, MAINE

SHEET TITLE
DRIVEWAY APRON & MONUMENT DETAILS

CLIENT
BATEMAN PARTNERS LLC

FST 100 YEARS
FAY, SPOFFORD & THORNDIKE
ENGINEERS · PLANNERS · SCIENTISTS
778 MAIN ST, SUITE 8, SOUTH PORTLAND, ME 04106

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SHEET	C-6.1		

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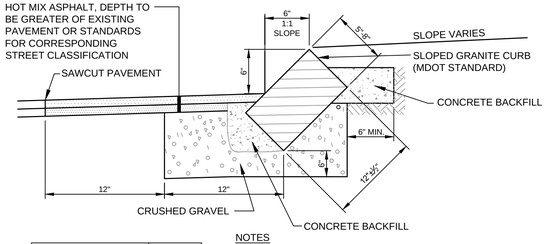
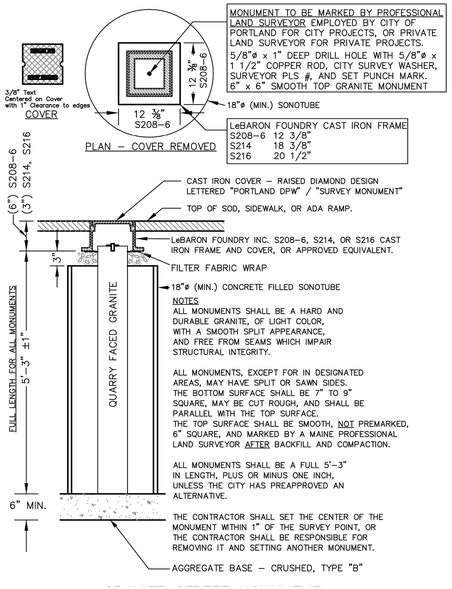


RADIUS FOR STONES WITH SQUARE JOINTS	MAXIMUM LENGTH
10'-28'	1'-6"
29'-41'	2'
42'-55'	3'
56'-68'	4'
69'-82'	5'
83'-96'	6'
97'-110'	7'
OVER 110'	8'

NOTES

1. ADJOINING STONES OF STRAIGHT CURB LAID ON CURVES SHALL HAVE THE SAME OR APPROXIMATELY THE SAME LENGTH.
2. MINIMUM LENGTH OF STRAIGHT CURB STONES = 4'
3. MAXIMUM LENGTH OF STRAIGHT CURB STONES = 8'
4. MAXIMUM LENGTH OF STRAIGHT CURB STONES LAID ON CURVES - SEE CHART. NOT TO BE USED FOR RADIUS LESS THAN 10'.
5. GROUT OR CAULK ALL CURB JOINTS OVER ¾" IN WIDTH.
6. INSTALL STRIP OF FILTER FABRIC BEHIND EACH CURB JOINT.

Ⓒ TYPE 5 SLOPED GRANITE CURB DETAIL
INSTALLATION IN EXISTING STREETS
N.T.S.



Ⓑ GRANITE STREET MONUMENT
N.T.S.
AS OBTAINED FROM THE CITY OF PORTLAND "TECHNICAL MANUAL"

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1	05.05.14	SUBMITTED TO CITY

REVISIONS

STATE OF MAINE JOSEPH A. LAVERRIERE 7417 4-15-15 LICENSED PROFESSIONAL ENGINEER

P.E. JOSEPH A. LAVERRIERE
LIC. #7417

PROJECT
185 FORE STREET
PORTLAND, MAINE

SHEET TITLE
MISCELLANEOUS DETAILS

CLIENT
BATEMAN PARTNERS LLC

FST 100 YEARS
FAY, SPOFFORD & THORNDIKE
ENGINEERS · PLANNERS · SCIENTISTS
778 MAIN ST, SUITE 8, SOUTH PORTLAND, ME 04106

DRAWN:	CDD
DESIGNED:	JAL
CHECKED:	JAL
FILE NAME:	SP-M150-DET
DATE:	MAY 2014
SCALE:	N.T.S.
JOB NO.	SP-M150
SHEET	C-6.1

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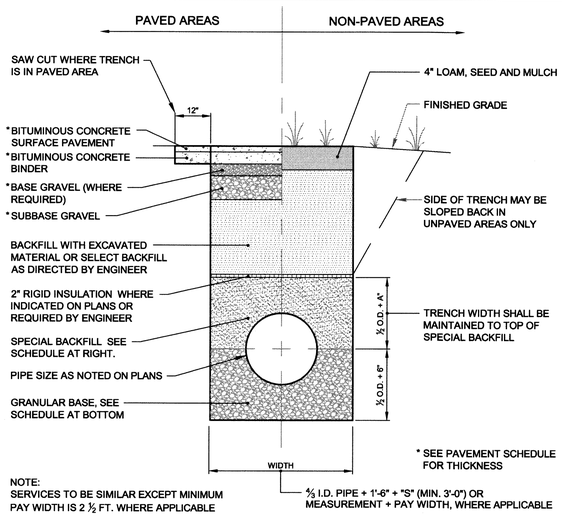


NOTE:
SERVICES TO BE SIMILAR EXCEPT MINIMUM PAY WIDTH IS 2 ½ FT. WHERE APPLICABLE

SCHEDULE OF BASE BACKFILL				
TYPE OF PIPE	BEDDING MATERIAL	SPECIAL BACKFILL	SPECIAL BACKFILL COVER "A" (IN)	SELECT BACKFILL
CONCRETE	GRANULAR AASHTO M145 49-A-3 OR BETTER	GRANULAR AASHTO M145 49-A-3 OR BETTER	12	GRANULAR AASHTO M145 49-A-3 OR BETTER
PVC	¾" CRUSHED STONE	GRANULAR AASHTO M145 49-A-3 OR BETTER	6	GRANULAR AASHTO M145 49-A-3 OR BETTER
CMP	¾" CRUSHED STONE	GRANULAR AASHTO M145 49-A-3 OR BETTER	6	GRANULAR AASHTO M145 49-A-3 OR BETTER
D.I.	GRANULAR AASHTO M145-49 A-3 OR BETTER	GRANULAR AASHTO M145 49-A-3 OR BETTER	6	GRANULAR AASHTO M145 49-A-3 OR BETTER

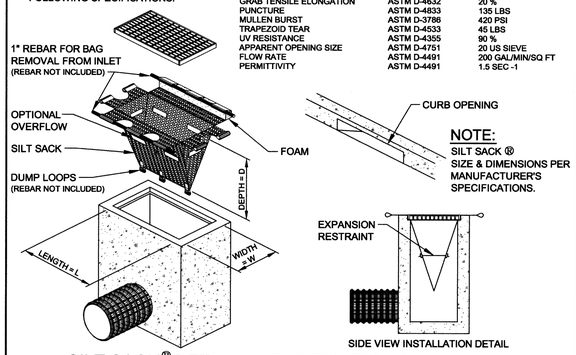
NOTE:
BRACING AND SHEETING OR OTHER TRENCH PROTECTION TO BE PROVIDED TO MEET APPLICABLE STATE AND O.S.H.A. SAFETY STANDARDS. ALL SUCH TRENCH PROTECTION TO BE THE RESPONSIBILITY OF THE CONTRACTOR.

(A) TYPICAL TRENCH DETAIL
N.T.S.

NOTE: THE SILT SACK ® WILL BE MANUFACTURED FROM A WOVEN POLYPROPYLENE FABRIC THAT MEETS OR EXCEEDS THE FOLLOWING SPECIFICATIONS:

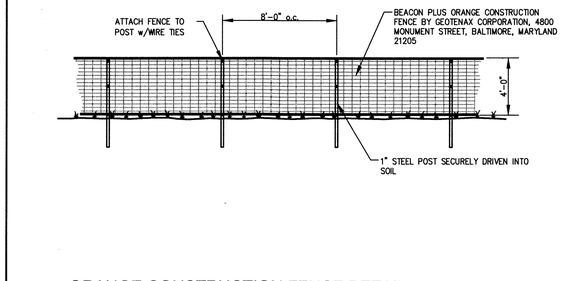
HIGH-FLOW SILT SACK ® (FOR USE IN LOW POINTS/SAGS)
(FOR AREAS OF MODERATE TO HEAVY PRECIPITATION AND RUN-OFF)

PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4632	265 LBS
GRAB TENSILE ELONGATION	ASTM D-4632	20 %
PUNCTURE	ASTM D-4833	135 LBS
MULLEN BURST	ASTM D-3786	420 PSI
TRAPEZOID TEAR	ASTM D-4533	45 LBS
UV RESISTANCE	ASTM D-4355	90 %
APPARENT OPENING SIZE	ASTM D-4751	20 US SIEVE
FLOW RATE	ASTM D-4491	200 GAL/MIN/SQ FT
PERMITTIVITY	ASTM D-4491	1.5 SEC -1



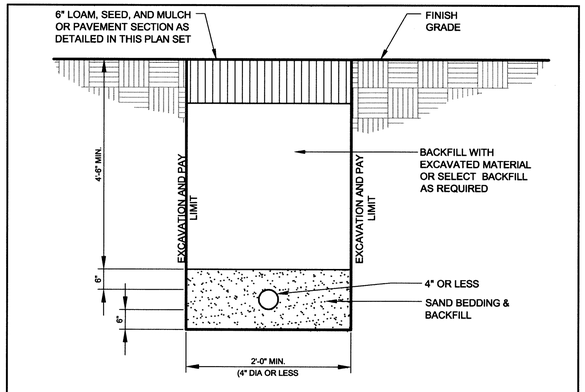
NOTE:
SILT SACK ® SIZE & DIMENSIONS PER MANUFACTURER'S SPECIFICATIONS.

(C) SILT SACK® DETAIL & SPECIFICATIONS
N.T.S.



(F) ORANGE CONSTRUCTION FENCE DETAIL
N.T.S.

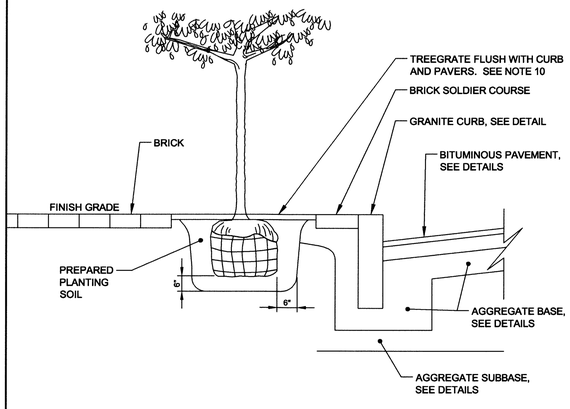
Plan 14



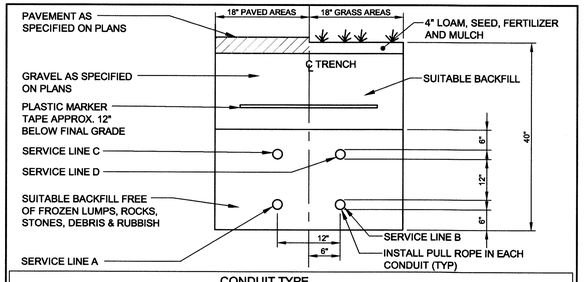
(D) WATER SERVICE TRENCH DETAIL
N.T.S.

LANDSCAPE NOTES

1. THE LANDSCAPE CONTRACTOR SHALL BE ADVISED OF THE EXISTENCE OF UNDERGROUND UTILITIES. CONTRACTOR SHALL VERIFY UTILITIES PRIOR TO COMMENCING DIGGING OPERATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY UTILITIES, WALKS, PAVING, CURBING, ETC. DAMAGED IN PERFORMANCE OF THIS JOB AT NO COST TO THE OWNER.
3. ALL PLANT MATERIALS SHALL MEET THE SPECIFICATIONS OF THE "AMERICAN STANDARDS FOR NURSERY STOCK", BY THE AMERICAN NURSERYMAN'S ASSOCIATION, LATEST EDITION.
4. ALL PLANTING SHALL BE COMPLETED IN ACCORDANCE WITH ACCEPTABLE HORTICULTURAL PRACTICES, INCLUDING PROPER BED PREPARATION, SOIL MIX, PRUNING, STAKING, WRAPPING AND OTHER MAINTENANCE UNTIL ACCEPTED BY THE OWNER.
5. ALL GRASS, DEBRIS AND OTHER EXTRANEOUS MATERIALS SHALL BE REMOVED FROM THE PLANTING AREAS PRIOR TO INSTALLATION OF PLANT MATERIALS.
6. ALL PLANTS SHALL BE LOCATED IN ACCORDANCE WITH THE PLANS. ANY DEVIATION FROM THESE PLANS SHALL BE APPROVED BY THE OWNER AND LANDSCAPE ARCHITECT PRIOR TO PLANTING.
7. CONTRACTOR SHALL SUPPLY QUANTITIES OF PLANTS SUFFICIENT TO COMPLETE THE WORK INDICATED ON THE PLAN. ANY DISCREPANCY BETWEEN THE PLANT LIST AND PLAN SHALL NOT ENTITLE THE CONTRACTOR TO ADDITIONAL REMUNERATION.
8. NO LANDSCAPING SHALL BE INSTALLED UNTIL FINAL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
9. PLANTING SOIL MIX SHALL CONSIST OF FOUR PARTS TOPSOIL, TWO PARTS COMPOST AND ONE PART PERLITE. ROTOTILL TO A DEPTH OF 8" MINIMUM.
10. TREE GRATE AND FRAME SHALL BE CAST IRON, R-3738-A2 (60" SQUARE) WITH 4 FOOT HIGH TYPE "C" TREE GUARDS FROM NEENAH FOUNDRY AND INSTALLED PER MANUFACTURER'S RECOMMENDATION.



(G) TREE PLANTING DETAIL & LANDSCAPE NOTES
N.T.S.

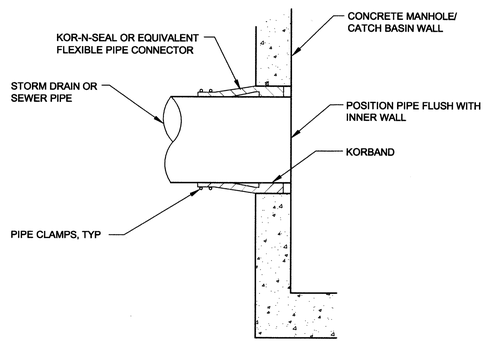


CONDUIT TYPE

SERVICE	CONDUIT SIZE	GRASS AREAS	PAVED AREAS	UTILITY	REMARKS
A	2-5"	SCHEDULE 40 PVC ELECTRICAL GRADE	RIGID GALVANIZED STEEL, ASTM A120	POWER	SEE NOTE
B	2-4"	SCHEDULE 40 PVC	RIGID GALVANIZED STEEL, ASTM A120	TELEPHONE	SEE NOTE
C	2-4"	SCHEDULE 40 PVC	RIGID GALVANIZED STEEL, ASTM A120	COMMUNICATION	SEE NOTE
D	2-4"	SCHEDULE 40 PVC	RIGID GALVANIZED STEEL, ASTM A120	SPARES	SEE NOTE

NOTE: ONE CONDUIT CAPPED FOR SPARE. PROVIDE GALVANIZED STEEL LONG SWEEP AT RISER POLE AND EXTEND GALVANIZED CONDUIT TO 10' ABOVE GRADE AT POLE WITH STAND-OFF BRACKETS. COORDINATE WITH ELECTRICAL SITE PLANS BY BARTLETT DESIGN.

(B) UTILITY TRENCH - PRIMARY ELECTRIC, TELEPHONE & COMMUNICATIONS
N.T.S.



(E) PIPE CONNECTION TO EXISTING STRUCTURE DETAIL
N.T.S.

PRELIMINARY - NOT FOR CONSTRUCTION

REV	DATE	DESCRIPTION
1	05.05.14	SUBMITTED TO CITY

REVISIONS

STATE OF MAINE — JOSEPH A. LAVERRIERE — 7417 — LICENSED PROFESSIONAL ENGINEER

P.E. JOSEPH A. LAVERRIERE
LIC. #7417

PROJECT
185 FORE STREET
PORTLAND, MAINE

SHEET TITLE
UTILITY & MISCELLANEOUS DETAILS

CLIENT
BATEMAN PARTNERS LLC

FST — FAY, SPOFFORD & THORNDIKE
ENGINEERS · PLANNERS · SCIENTISTS
778 MAIN ST, SUITE 8, SOUTH PORTLAND, ME 04106

DRAWN:	CDD	DATE:	MAY 2014
DESIGNED:	JAL	SCALE:	N.T.S.
CHECKED:	JAL	JOB NO.	SP-M150
FILE NAME:	SP-M150-DET		
SHEET	C-6.1		

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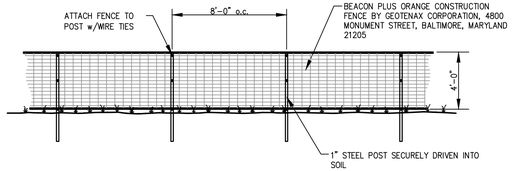


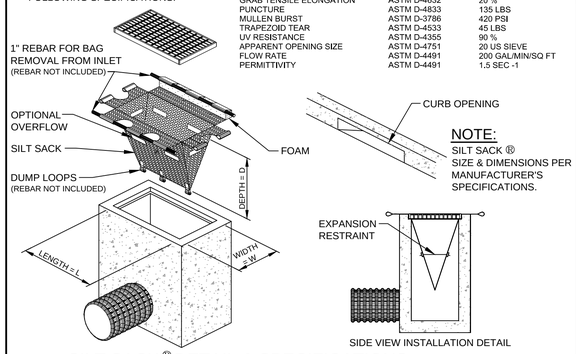
A ORANGE CONSTRUCTION FENCE DETAIL
N.T.S.

NOTE: THE SILT SACK ® WILL BE MANUFACTURED FROM A WOVEN POLYPROPYLENE FABRIC THAT MEETS OR EXCEEDS THE FOLLOWING SPECIFICATIONS:

HIGH-FLOW SILT SACK ® (FOR USE IN LOW POINTS/SAGS)

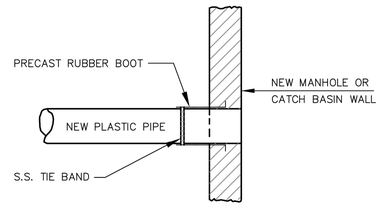
(FOR AREAS OF MODERATE TO HEAVY PRECIPITATION AND RUN-OFF)

PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4632	265 LBS
GRAB TENSILE ELONGATION	ASTM D-4632	20 %
PUNCTURE	ASTM D-4833	135 LBS
MULLEN BURST	ASTM D-3786	420 PSI
TRAPEZOID TEAR	ASTM D-4533	45 LBS
UV RESISTANCE	ASTM D-4355	90 %
APPARENT OPENING SIZE	ASTM D-4751	20 US SIEVE
FLOW RATE	ASTM D-4491	200 GAL/MIN/SQ FT
PERMITTIVITY	ASTM D-4491	1.5 SEC -1

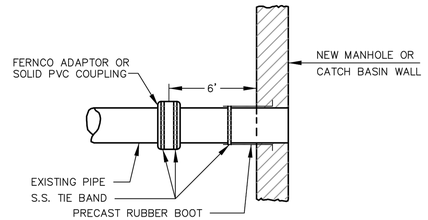


NOTE:
SILT SACK ® SIZE & DIMENSIONS PER MANUFACTURER'S SPECIFICATIONS.

C SILT SACK ® DETAIL & SPECIFICATIONS
N.T.S.



METHOD 2 – NEW CONSTRUCTION



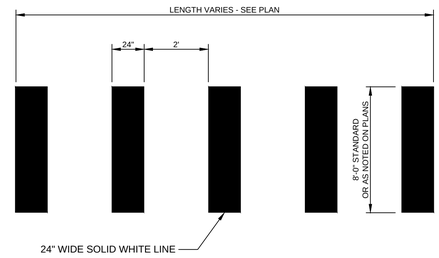
METHOD 1 – EXISTING PIPE INTO NEW STRUCTURE

PLASTIC PIPE CONNECTIONS
NOT TO SCALE

F PLASTIC PIPE CONNECTION METHODS 1 & 2
N.T.S.

AS OBTAINED FROM THE CITY OF PORTLAND "TECHNICAL MANUAL"

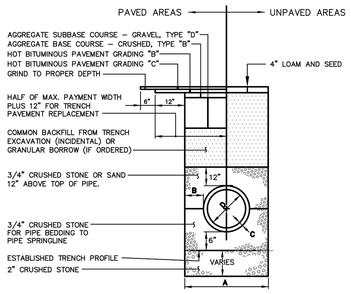
Plan 15



H CROSSWALK STRIPING DETAIL
N.T.S.

NOTES:
DEPTH OF BITUMINOUS PAVEMENT AND AGGREGATE COURSES SHALL BE DETERMINED BY STREET CLASSIFICATION.

ANY ALTERNATE TRENCHING OR PAYMENT METHODS SHALL BE APPROVED IN ADVANCE BY THE CITY OF PORTLAND, DEPARTMENT OF PUBLIC SERVICES..



TYPICAL PIPE TRENCH INSTALLATION
NOT TO SCALE

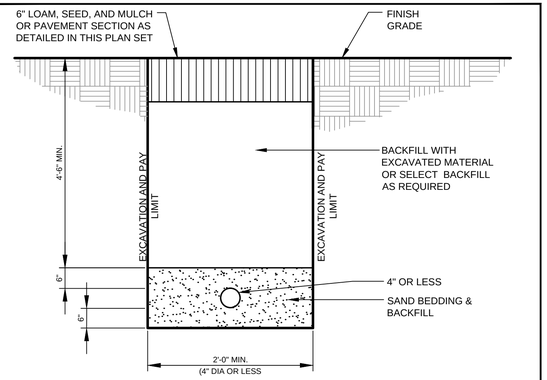
NOTES

1. ALTERNATIVE CONSTRUCTION METHODS OR PAYMENT METHODS SHALL BE APPROVED IN ADVANCE BY THE CITY.
2. IN PAVED AREAS, DEPTHS OF GRAVEL AND HOT MIX ASPHALT PAVEMENT SHALL MATCH THE GREATER OF EXISTING CONDITIONS OR THE REQUIREMENTS FOR THE CORRESPONDING STREET CLASSIFICATION.
3. DIMENSION **B** SHALL BE SUFFICIENT TO ALLOW CRUSHED STONE BEDDING TO BE PLACED AND COMPACTED UNDER THE HAUNCHES OF THE PIPE, BUT IN ALL CASES DIMENSION **B** SHALL BE AT LEAST 9".
4. DIMENSION **A** IS THE MAXIMUM WIDTH ALLOWED FOR CALCULATING PAY QUANTITIES UNDER GRANULAR BORROW, CRUSHED STONE, STRUCTURAL EARTH EXCAVATION, AND STRUCTURAL ROCK EXCAVATION. DIMENSION **A** SHALL BE BASED ON PIPE DIAMETER **D**, AS SET FORTH IN THE FOLLOWING TABLE.

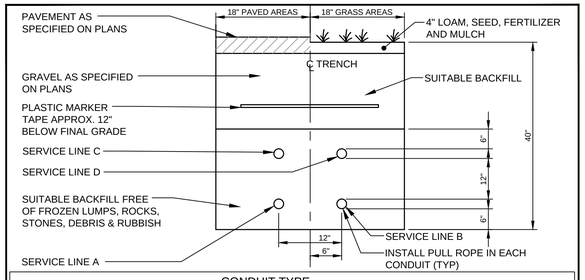
PIPE DIAMETER, **D** (INCHES)	MAX. TRENCH WIDTH, **A** (FEET)
4 – – – –	4.0
6	4.0
8	4.0
10	4.0
12	5.0
15	5.0
18 – – – –	5.0
21	5.0
24	6.0
27	6.0
30	6.0
36 – – – –	6.0
42	7.0
48	7.0

B TYPICAL PIPE TRENCH INSTALLATION AND NOTES
N.T.S.

AS OBTAINED FROM THE CITY OF PORTLAND "TECHNICAL MANUAL"



D WATER SERVICE TRENCH DETAIL
N.T.S.



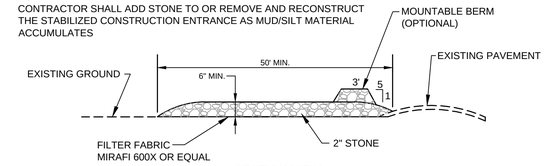
CONDUIT TYPE

SERVICE	CONDUIT SIZE	GRASS AREAS	PAVED AREAS	UTILITY	REMARKS
A	2-5"	SCHEDULE 40 PVC ELECTRICAL GRADE	RIGID GALVANIZED STEEL, ASTM A120	POWER	SEE NOTE
B	2-4"	SCHEDULE 40 PVC	RIGID GALVANIZED STEEL, ASTM A120	TELEPHONE	SEE NOTE
C	2-4"	SCHEDULE 40 PVC	RIGID GALVANIZED STEEL, ASTM A120	COMMUNICATION	SEE NOTE
D	2-4"	SCHEDULE 40 PVC	RIGID GALVANIZED STEEL, ASTM A120	SPARES	SEE NOTE

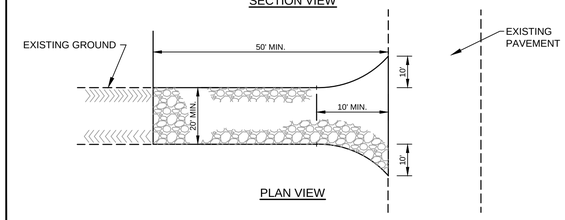
NOTES:
1. ONE CONDUIT CAPPED FOR SPARE, PROVIDE GALVANIZED STEEL LONG SWEEP AT RISER POLE AND EXTEND GALVANIZED CONDUIT TO 10' ABOVE GRADE AT POLE WITH STAND-OFF BRACKETS. COORDINATE WITH ELECTRICAL SITE PLANS BY BENNETT ENGINEERING.
2. IN CITY RIGHT OF WAY, CONDUITS TO HAVE 36" MIN. COVER AND BE ENCASED WITH MIN. 3" CONCRETE ON ALL SIDES.

E UTILITY TRENCH - PRIMARY ELEC., TEL. & COMM.
N.T.S.

NOTE:
CONTRACTOR SHALL ADD STONE TO OR REMOVE AND RECONSTRUCT THE STABILIZED CONSTRUCTION ENTRANCE AS MUD/SILT MATERIAL ACCUMULATES

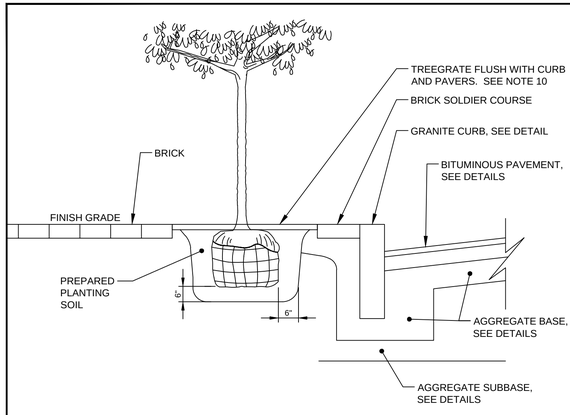


SECTION VIEW



PLAN VIEW

H STABILIZED CONSTRUCTION ENTRANCE DETAIL
N.T.S.



G TREE PLANTING DETAIL & LANDSCAPE NOTES
N.T.S.

LANDSCAPE NOTES

1. THE LANDSCAPE CONTRACTOR SHALL BE ADVISED OF THE EXISTENCE OF UNDERGROUND UTILITIES. CONTRACTOR SHALL VERIFY UTILITIES PRIOR TO COMMENCING DIGGING OPERATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY UTILITIES, WALKS, PAVING, CURBING, ETC. DAMAGED IN PERFORMANCE OF THIS JOB AT NO COST TO THE OWNER.
3. ALL PLANT MATERIALS SHALL MEET THE SPECIFICATIONS OF THE "AMERICAN STANDARDS FOR NURSERY STOCK", BY THE AMERICAN NURSERYMAN'S ASSOCIATION, LATEST EDITION.
4. ALL PLANTING SHALL BE COMPLETED IN ACCORDANCE WITH ACCEPTABLE HORTICULTURAL PRACTICES, INCLUDING PROPER BED PREPARATION, SOIL MIX, PRUNING, STAKING, WRAPPING AND OTHER MAINTENANCE UNTIL ACCEPTED BY THE OWNER.
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9. PLANTING SOIL MIX SHALL CONSIST OF FOUR PARTS TOPSOIL, TWO PARTS COMPOST AND ONE PART PERLITE. ROTOTILL TO A DEPTH OF 8" MINIMUM.
10. TREE GRATE AND FRAME SHALL BE CAST IRON, R-8808-103 RECTANGULAR TREE GRATE WITH 4 FOOT HIGH TYPE "C" TREE GUARDS FROM NEENAH FOUNDRY AND INSTALLED PER MANUFACTURER'S RECOMMENDATION.

REV	DATE	DESCRIPTION
5	04.15.15	REVISED PER STAFF COMMENTS & RESUBMITTED TO CITY
4	02.06.15	SUBMITTED FINAL SITE PLAN APPLICATION TO CITY
3	07.08.14	REVISED PER ENGINEERING PEER REVIEW COMMENTS AND RESUBMITTED TO CITY
2	06.12.14	REVISED PER PLANNING REVIEW STAFF COMMENTS AND RESUBMITTED TO CITY
1	05.05.14	SUBMITTED TO CITY

REVISIONS

STATE OF MAINE · JOSEPH A. LAVERRIERE · 7417 · 4-15-15 · LICENSED PROFESSIONAL ENGINEER

P.E. JOSEPH A. LAVERRIERE
LIC. #7417

PROJECT
185 FORE STREET
PORTLAND, MAINE

SHEET TITLE
UTILITY & MISCELLANEOUS DETAILS

CLIENT
BATEMAN PARTNERS LLC

FST 100 YEARS
FAY, SPOFFORD & THORNDIKE
ENGINEERS · PLANNERS · SCIENTISTS
778 MAIN ST, SUITE 8, SOUTH PORTLAND, ME 04106

DRAWN:	CDD	DATE:	MAY 2014		
DESIGNED:	JAL	SCALE:	N.T.S.		
CHECKED:	JAL	JOB NO.	SP-M150		
FILE NAME:	SP-M150-DET				
SHEET	C-6.2				

PRELIMINARY - NOT FOR CONSTRUCTION

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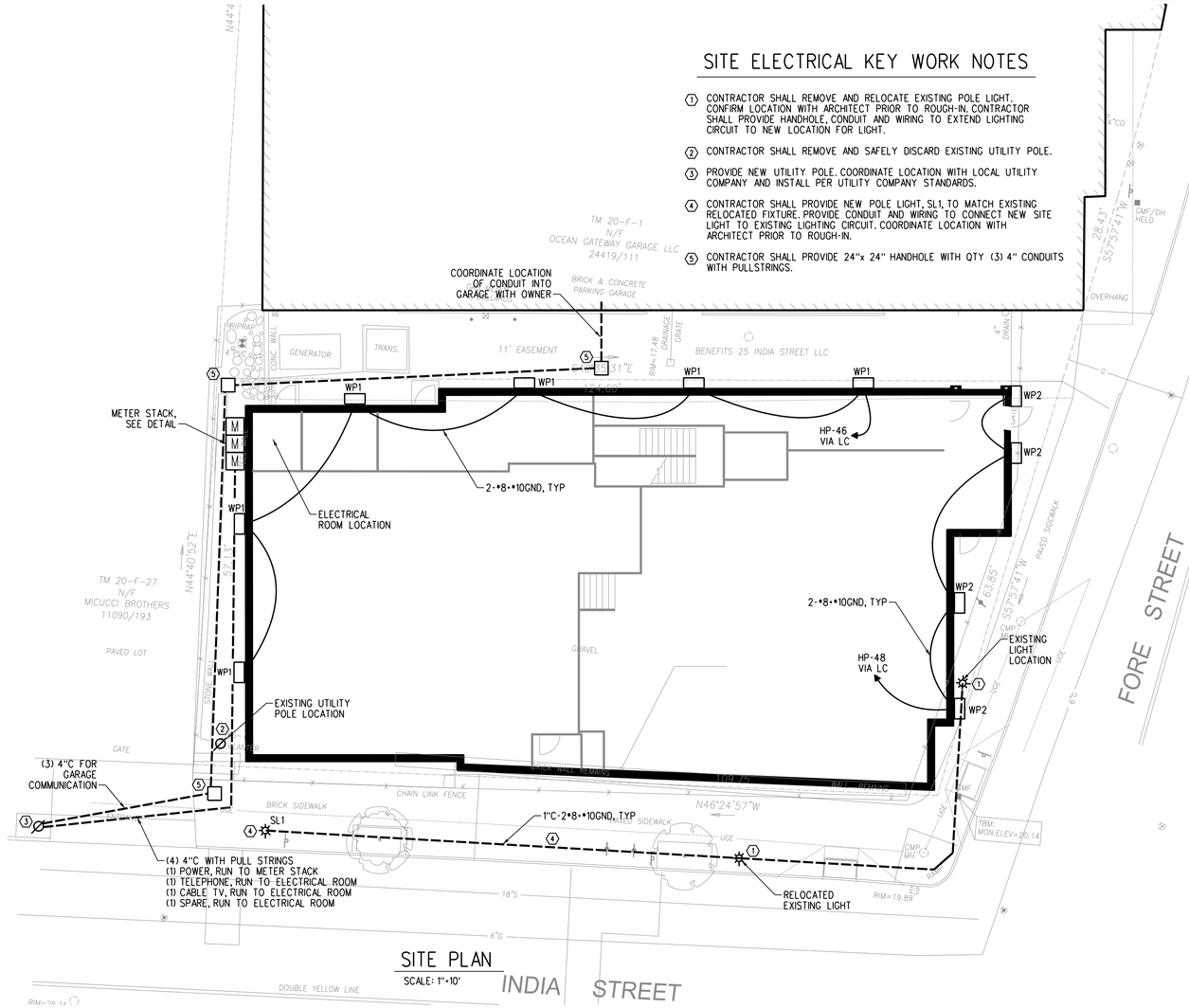
SITE ELECTRICAL KEY WORK NOTES

1. CONTRACTOR SHALL REMOVE AND RELOCATE EXISTING POLE LIGHT. CONFIRM LOCATION WITH ARCHITECT PRIOR TO ROUGH-IN. CONTRACTOR SHALL PROVIDE HANDHOLE, CONDUIT AND WIRING TO EXTEND LIGHTING CIRCUIT TO NEW LOCATION FOR LIGHT.
2. CONTRACTOR SHALL REMOVE AND SAFELY DISCARD EXISTING UTILITY POLE.
3. PROVIDE NEW UTILITY POLE. COORDINATE LOCATION WITH LOCAL UTILITY COMPANY AND INSTALL PER UTILITY COMPANY STANDARDS.
4. CONTRACTOR SHALL PROVIDE NEW POLE LIGHT, SL1, TO MATCH EXISTING RELOCATED FIXTURE. PROVIDE CONDUIT AND WIRING TO CONNECT NEW SITE LIGHT TO EXISTING LIGHTING CIRCUIT. COORDINATE LOCATION WITH ARCHITECT PRIOR TO ROUGH-IN.
5. CONTRACTOR SHALL PROVIDE 24"x 24" HANDHOLE WITH QTY (3) 4" CONDUITS WITH PULLSTRINGS.



SITE PLAN
SCALE: 1"=10'

SITE FIXTURE SCHEDULE

TYPE	MANUFACTURER AND MODEL NUMBER	LAMP INFO	REMARKS
WP1	HUBBELL LIGHTING No QSP-20LU-5K-2-050-DB	36W LED, 4700K	EXTERIOR WALL PACK, VERIFY FIXTURE COLOR, MOUNTING HIEGHT AND LOCATIONS WITH ARCHITECT PRIOR TO ROUGH-IN
WP2	ARCHITECTURAL LIGHTING No VSCL-DS-39MHT6EB-FCO	39W MH, G-12 BASE, T-6 CERAMIC LAMP	CONFIRM FASCIA AND FIXTURE COLOR ALONG WITH MOUNTING HEIGHT AND LOCATIONS WITH ARCHITECT PRIOR TO ROUGH-IN
SP1	POLE LIGHT CONTRACTOR SHALL MATCH EXISTING FIXTURE	MATCH EXISTING	MATCH EXISTING FIXTURE TO BE RELOCATED AND CIRCUIT AS SHOWN ON DRAWING
.	.	.	.

GENERAL NOTES - SITE ELECTRICAL

1. THE COMPLETE INSTALLATION SHALL CONFORM WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, CODES AND ORDINANCES, INCLUDED BUT NOT LIMITED TO APPROVED EDITIONS OF THE FOLLOWING: NATIONAL ELECTRICAL SAFETY CODE (ANSIC2): NATIONAL ELECTRICAL CODE (NFPA 70): OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) AND ALL AMENDMENTS THERETO. NOTHING CONTAINED IN THE DRAWINGS AND SPECIFICATIONS SHALL BE CONSTRUED TO CONFLICT WITH THESE LAWS, CODES, AND ORDINANCES, AND THEY ARE THEREBY INCLUDED IN THESE SPECIFICATIONS. OBTAIN PERMITS AND REQUEST INSPECTIONS FROM ALL AUTHORITIES HAVING JURISDICTION. COMPLY WITH ALL POWER, TELEPHONE, CABLE TELEVISION PROVIDER REGULATIONS AND STANDARDS.

2. THE FOLLOWING ELECTRICAL WORK SHALL BE PERFORMED UNDER THIS CONTRACT: UNDERGROUND CONDUIT, FITTINGS, AND ALL DEVICES: PROVISION OF HAND HOLES, NEW LIGHTING FIXTURES, POLES WITH ALL ACCESSORIES INCLUDING ANCHOR BOLTS AND POLE BASES: PROVISION OF UNDERGROUND CONDUIT AND WIRE TO SERVE NEW LIGHTING EQUIPMENT AND RECEPTACLES: PROVISION OF SERVICE EQUIPMENT, INCLUDING OUTDOOR CABINETS, INGROUND SPLICE BOXES, GROUNDING, METER ENCLOSURES, AND WEATHERPROOF RECEPTACLES.

3. ELECTRICAL UTILITY SHALL PROVIDE ALL ASSOCIATED OVERHEAD AND UNDERGROUND PRIMARY WIRING, PRIMARY TERMINATIONS, TRANSFORMERS, AND CONNECTIONS TO EXISTING OVERHEAD LINES. CONTRACTOR SHALL PROVIDE UNDERGROUND CONDUIT.

4. PROVIDE UNDERGROUND ELECTRICAL WARNING TAPE: 6" WIDE PLASTIC TAPE, COLORED RED WITH SUITABLE LEGEND DESCRIBING BURIED ELECTRICAL LINES FOR ALL UNDERGROUND CONDUITS. LOCATE 6 INCHES BELOW FINISHED GRADE.

5. REFER TO CIVIL DRAWINGS FOR EXCAVATION AND BACKFILL OF ALL UNDERGROUND WORK.

6. EXISTING UTILITY LOCATIONS ARE APPROXIMATE AND SHALL BE FIELD VERIFIED. CONTRACTORS SHALL CONTACT DIG SAFE BEFORE BEGINNING ANY EXCAVATIONS.

7. FINAL LOCATION OF NEW UTILITIES MAY VARY FROM PLANS PENDING UTILITY COMPANY FIELD COORDINATION.

8. THE LOCAL TELEPHONE AND CABLE TELEVISION SERVICE PROVIDERS SHALL PROVIDE AND INSTALL ALL THE SITE UTILITY SERVICE CABLE TO NEW BACKBOARD IN THE CONDUITS PROVIDED BY THE CONTRACTOR AS PART OF THE SITE WORK.

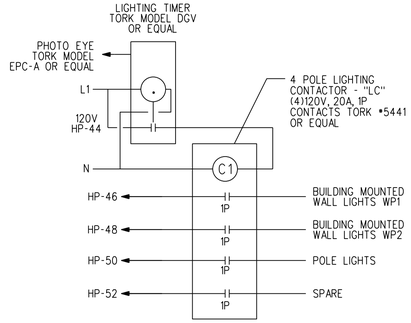
9. UNDERGROUND CONDUIT SHALL BE SCHED 40 PVC. ABOVE GRADE CONDUIT SHALL BE RGS. ALL CONDUIT SWEEPS SHALL BE RGS LONG SWEEPS.

10. PROVIDE EXPANSION FITTINGS FOR ALL UNDERGROUND CONDUIT CONNECTED TO FIXED ABOVE GROUND STRUCTURES.

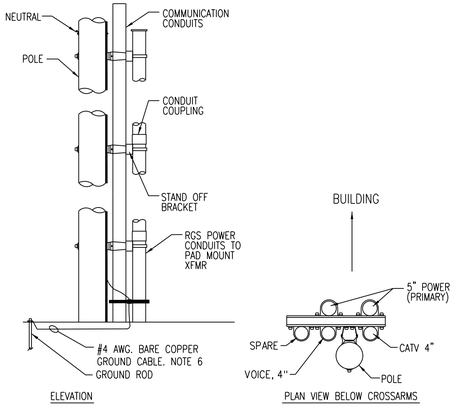
11. GENERATOR PAD GROUNDING: PROVIDE (2) 3/4" x 8' LONG GROUND RODS AT OPPOSITE CORNERS OF GENERATOR PAD. PROVIDE 3/0 COPPER GROUND LOOP 30" BELOW GRADE AROUND PAD. RUN GROUND CABLE TO MAIN SWITCH GEAR. VERIFY GROUNDING REQUIREMENTS WITH GENERATOR MANUFACTURER PRIOR TO INSTALLING THE GENERATOR.

12. PROVIDE A LISTED INTERSYSTEM BONDING TERMINAL AT THE SERVICE ENTRANCE. INSTALL IN ACCORDANCE WITH NFPA 70,250.94

13. REFER TO ONE-LINE DIAGRAM FOR ADDITIONAL INFORMATION.



LIGHTING CONTACTOR "LC" DETAIL
SCALE: NONE



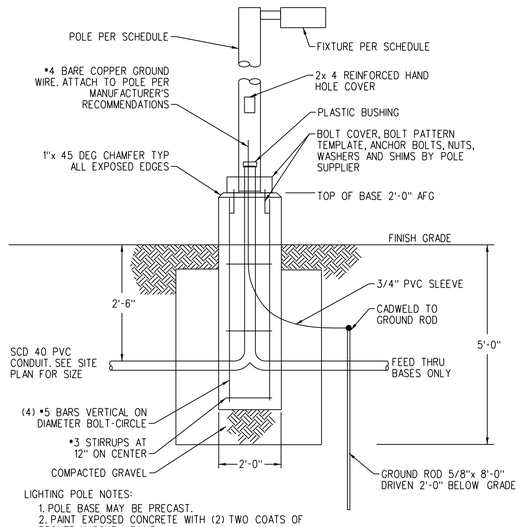
RISER POLE BRACKET DETAIL
SCALE: NONE

NOTES:

1. PROVIDE STANDOFF BRACKETS AS INDICATED.
2. CONDUIT SHALL BE RGS CONDUIT ONLY.
3. TOP CONDUIT SECTIONS LONGER THAN 24" SHALL BE SUPPORTED.
4. LOWEST BRACKET SHALL BE MINIMUM OF 8' ABOVE FINISHED GRADE.
5. ONE BRACKET SHALL BE USED TO SUPPORT EACH 10' SECTION OF CONDUIT WITH THE BRACKET PLACED JUST BELOW THE RISER CONDUIT COUPLING.
6. GROUND RGS RISERS TO GROUND ROD, PIPE CLAMP AND EXTEND #4 AWG. CONDUCTOR UP RISER POLE TO NEUTRAL. BOND GUY WIRE TO SYSTEM NEUTRAL. PROVIDE A YELLOW, PVC U GUARD FOR THE GROUND WIRE.

UTILITY COORDINATION NOTES

1. A TELEPHONE CABLE WILL BE INSTALLED TO THE ELECTRICAL ROOM BY THE TELEPHONE UTILITY. PROVIDE CONDUIT AS INDICATED ON DRAWINGS. THE TELEPHONE UTILITY WILL TERMINATE PAIRS AT THE EQUIPMENT INSIDE THE ELECTRICAL ROOM.
2. A CATV CABLE SHALL BE INSTALLED TO THE ELECTRICAL ROOM BY UTILITY INSTALL TERMINATIONS FOR CATV HOMERUNS.
3. COORDINATE INSTALLATION WITH ALL UTILITY REGULATIONS.
4. PROVIDE HOMERUNS TO EACH CATV AND TELEPHONE OUTLET TO BACKBOARDS. CAT-5 RUNS SHALL NOT BE MORE THEN 300 FEET.



LIGHTING POLE NOTES:
1. POLE BASE MAY BE PRECAST.
2. PAINT EXPOSED CONCRETE WITH (2) TWO COATS OF BRONZE MASONRY PAINT.
3. CONCRETE WITH AIR ENTRAINED AGENT. 4000 P.S.I. AFTER 30 DAYS

POLE BASE DETAIL
SCALE: NONE

Plan 16

Prepared For:

Consultant:
BENNETT ENGINEERING
MECHANICAL • ELECTRICAL
(207) 865-9475

Architect:
ARCHETYPE architects
48 Union Wharf Portland, Maine 04101
(207) 772-6022 Fax (207) 772-4056

Project:
185 FORE STREET
Portland, Maine

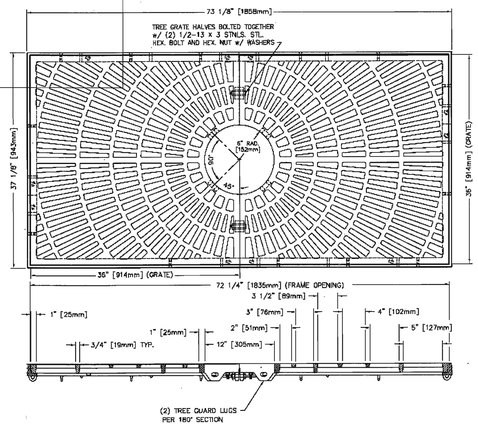
Revisions:
ISSUED FOR CONSTRUCTION

Scale: As indicated

Date: 9 APR 2015

SITE PLAN

E1.01



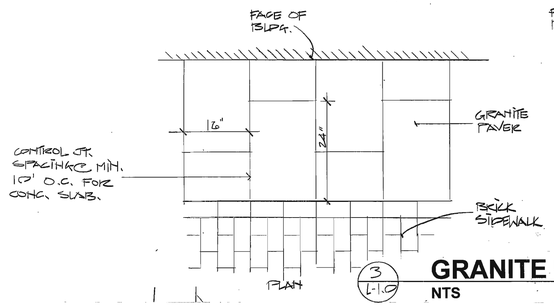
TREE GRATE DETAIL

NEENAH FOUNDRY CO. # NF-8808 103



TREE GRATE & GUARD

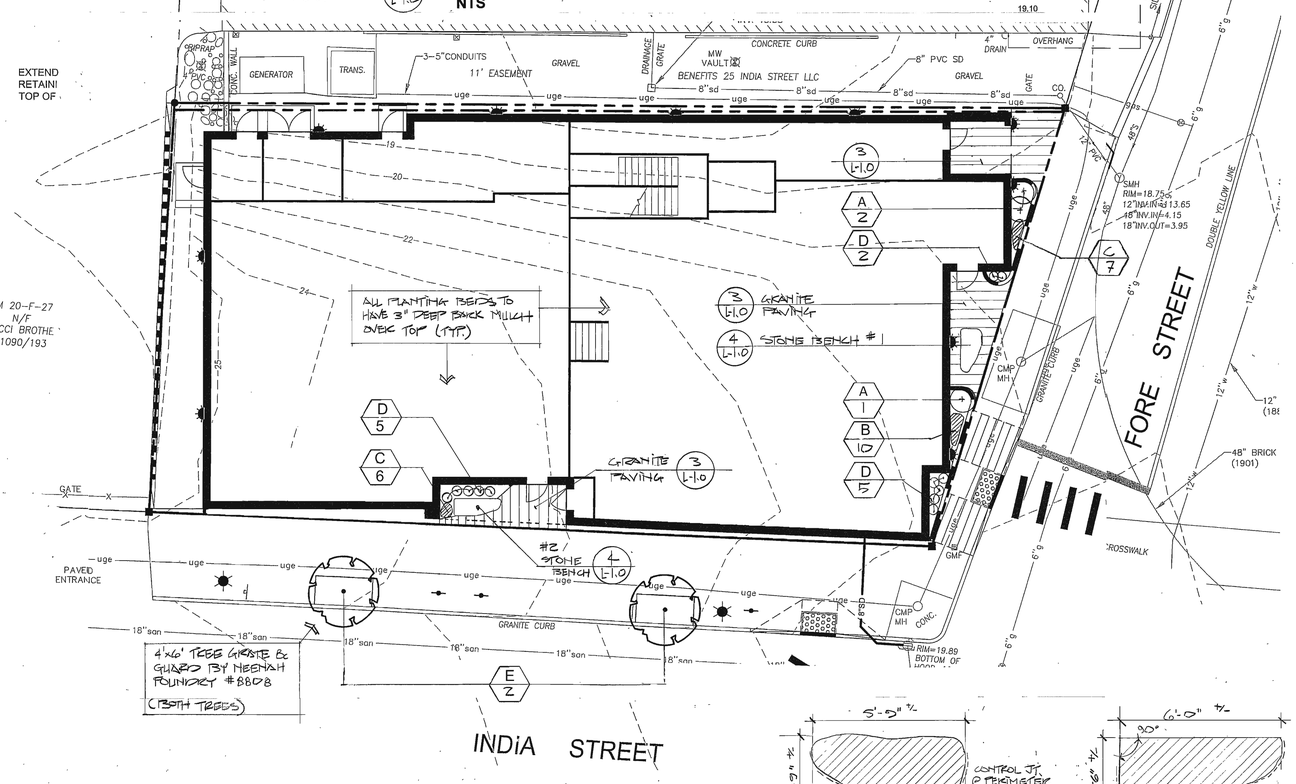
SIMILAR EXISTING ON MIDDLE STREET

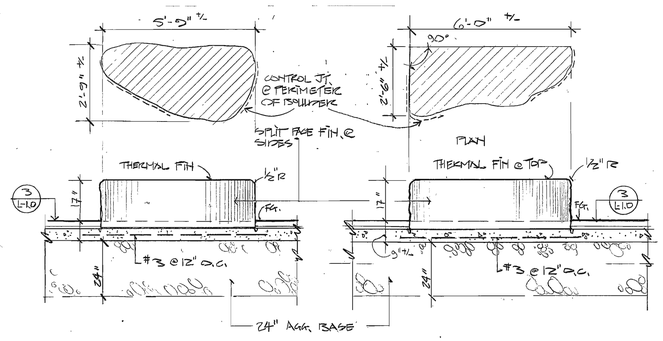


3 L-1.0

GRANITE PAVER DETAIL

NTS



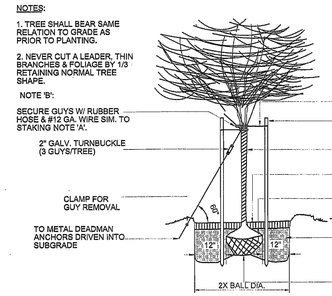


BENCH No. 1 **BENCH No. 2**

4 L-1.0

STONE BENCH DETAILS

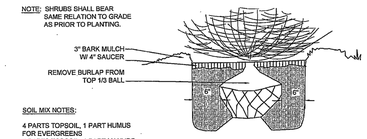
NTS



PLANTING DETAIL - TREE

L-1.0

N.T.S.



PLANTING DETAIL - SHRUB

2 L-1.0

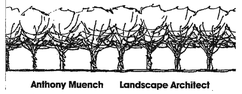
N.T.S.

PLANTING NOTES

1. The contractor shall supply all plants in quantities sufficient to complete the work shown on plan. Any discrepancies between quantities shown on plant list and those required by this drawing shall not entitle contractor to additional remuneration.
2. Any plant substitutions must be approved by the owner and the City of Portland.
3. Any tree or shrub which comes over or under any utility shall be relocated on the site by the landscape architect.
4. All lawn areas to have 6" of topsoil unless noted otherwise.
5. All trees and shrubs shall be placed in the designated areas as shown on the plan and before planting shall be approved by the landscape architect.
6. The contractor shall relocate any tree or shrub as directed by the landscape architect.
7. All plant material installed shall meet the specifications of the American Standard for Nursery Stock (latest edition) as set forth by the American Association of Nurserymen.
8. The landscape contractor shall replace or repair to original condition any and all utilities, paving, curbing, etc., damaged as a result of their operations at no additional cost to the owner.

PLANT LIST

Key	Common & Botanical Name	Size	Root	Qty	Notes
A.	Northern Bayberry M. Pensylvanica	18" Ht.	Cont.	3	
B.	Daylily: 'Mystical Rainbow'	-------	Cont.	10	
C.	Daylily Varieties Hemerocallis ' Condilla'	--------	Cont.	13	
D.	Switch Grass P. Verigatum 'Shenandoah'	--------	#2	12	
E.	Magyar Ginko Ginko Biloba 'Magyar'	2 1/2 " Cal.	B&B	2	
PB.	Planting Beds for Assorted Perennials @ 15" deep – prepared planting soil				



Anthony Muench **Landscape Architect**
94 Commercial Street Portland, Maine 04101 207.761.6621
amuench@maine.rr.com





PRELIMINARY - NOT FOR CONSTRUCTION

REV	DATE	DESCRIPTION
	4.14.15	REMOVED PLANT BEDS ON INDIA STREET
	7.22.14	REV. BLDG. ADDED PLANTING & BENCHES
	6.17.14	LANDSCAPE PLAN

REVISIONS

REGISTERED LANDSCAPE ARCHITECT ANTHONY MUENCH No. 7 6-17-14 State of Maine

PROJECT
185 FORE STREET
PORTLAND, MAINE

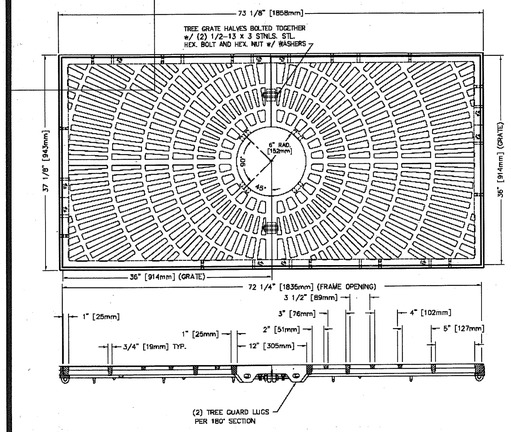
SHEET TITLE
LANDSCAPE PLAN

CLIENT
BATEMAN PARTNERS LLC

FST 100 YEARS
FAY, SPOFFORD & THORNDIKE
ENGINEERS · PLANNERS · SCIENTISTS
778 MAIN ST, SUITE 8, SOUTH PORTLAND, ME 04106

SHEET **L-1.0**

R:\SP-M150 India & Middle Sts\Cadd\Permit Set\dwg\SP-M150-GRADING & DRAINAGE.dwg winter_c 6/12/2014 10:23 AM



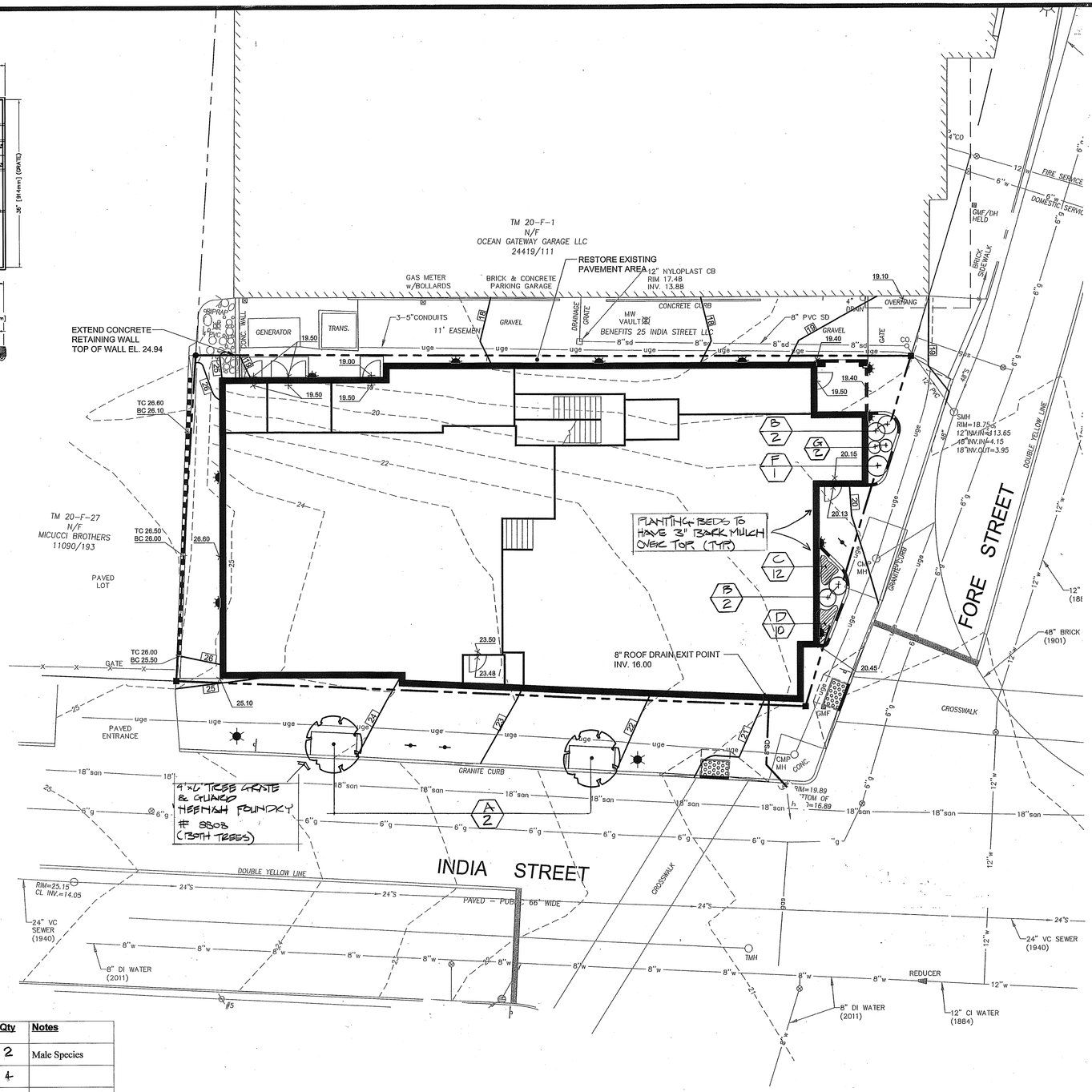
TREE GRATE DETAIL

NEENAH FOUNDRY CO. # NF-8808 103



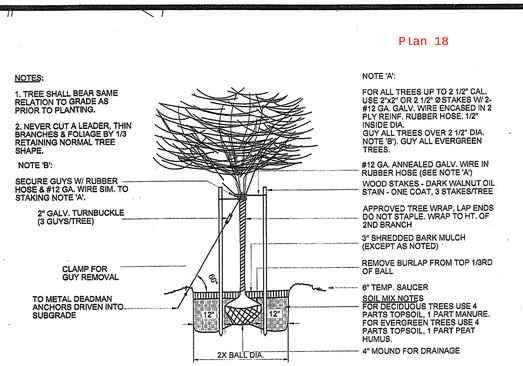
TREE GRATE & GUARD

SIMILAR EXISTING ON MIDDLE STREET



PLANT LIST

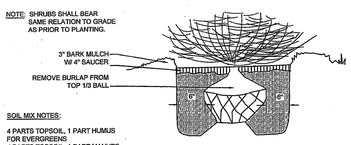
Key	Common & Botanical Name	Size	Root	Qty	Notes
A.	Magyar Ginko Ginko Biloba ' Magyar'	2 ½ " Cal.	B&B	2	Male Species
B.	Northern Bayberry M. Pensylvanica	18" Ht.	Cont.	4	
C.	Daylily Varieties Hemerocallis ' Condilla'	--------	Cont.	12	
D.	Daylily: Westfield Wind'	--------	Cont.	10	
E.	Daylily: 'Mystical Rainbow'	-------	Cont.	—	
F.	Juniper J. Communis 'Blueberry delight'	------	#2	1	
G.	Switch Grass P. Verigatum 'Shenandoah'	--------	#2	2	
PB.	Planting Beds for Assorted Perennials @ 15" deep – prepared planting soil				



PLANTING DETAIL - TREE

L-1.0

N.T.S.



PLANTING DETAIL - SHRUB

2 / L-1.0

N.T.S.

PLANTING NOTES

1. The contractor shall supply all plants in quantities sufficient to complete the work shown on plan. Any discrepancies between quantities shown on plant list and those required by this drawing shall not entitle contractor to additional remuneration.
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Anthony Muench Landscape Architect
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amuench@maine.rr.com

NORTH

10 0 5 10 20
(IN FEET)
1 inch = 10 ft.

PRELIMINARY - NOT FOR CONSTRUCTION

REV	DATE	DESCRIPTION
	6-17-14	LANDSCAPE PLAN

REVISIONS

REGISTERED LANDSCAPE ARCHITECT ANTHONY MUENCH No. 7 6-17-14 State of Maine

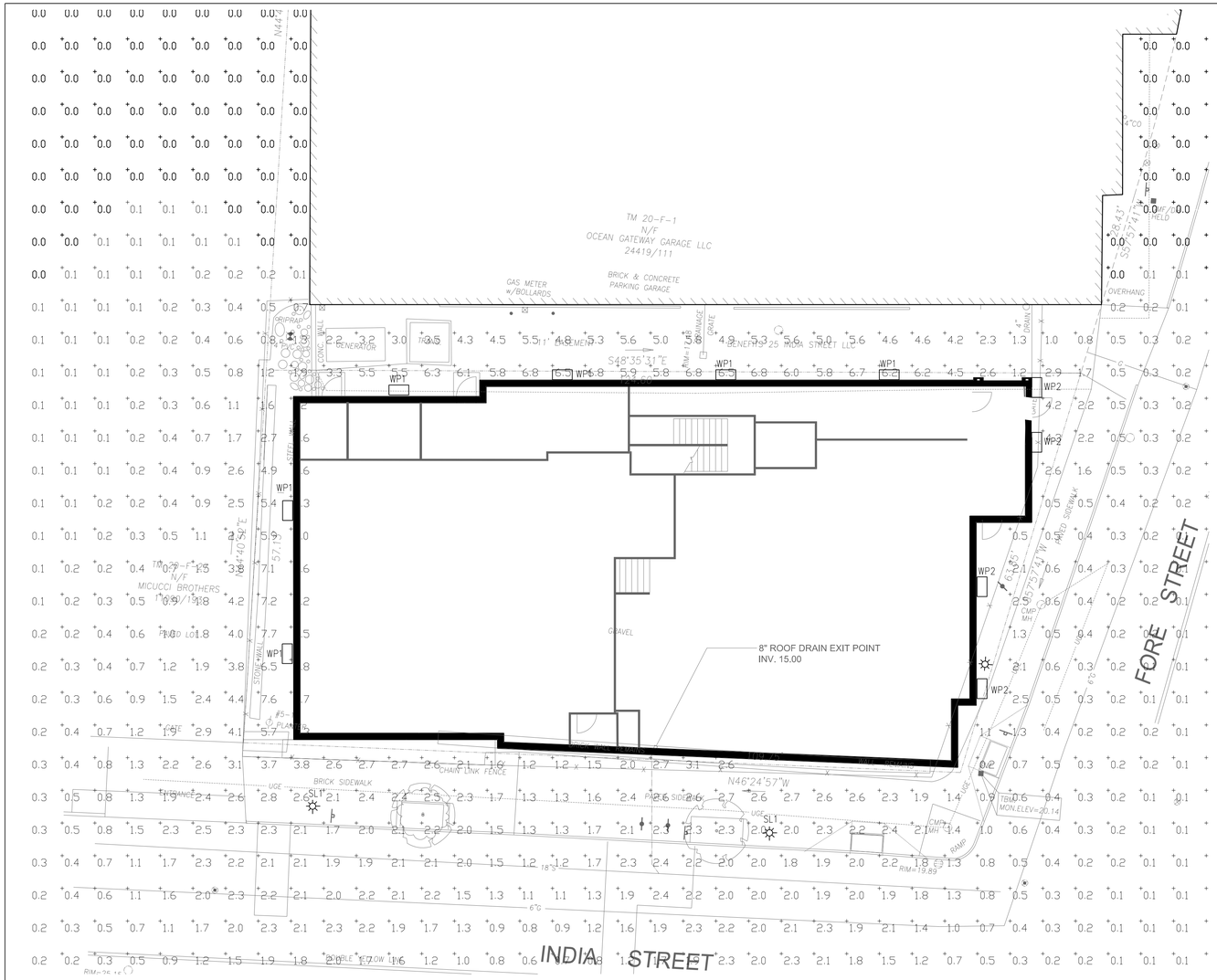
PROJECT
185 FORE STREET
PORTLAND, MAINE

SHEET TITLE
LANDSCAPE PLAN

CLIENT
BATEMAN PARTNERS LLC

FST 100 YEARS
FAY, SPOFFORD & THORNDIKE
ENGINEERS · PLANNERS · SCIENTISTS
778 MAIN ST, SUITE 8, SOUTH PORTLAND, ME 04106

SHEET L-1.0



SITE FIXTURE SCHEDULE

TYPE	MANUFACTURER AND MODEL NUMBER	LAMP INFO	REMARKS
WP1	HUBBELL LIGHTING No QSP-20LU-5K-2-050-DB	36W LED, 4700K	EXTERIOR WALL PACK, VERIFY FIXTURE COLOR, MOUNTING HIEGHT AND LOCATIONS WITH ARCHITECT PRIOR TO ROUGH-IN
WP2	ARCHITECTURAL LIGHTING No VSCL-DS-39MHT6EB-FCO	39W MH, G-12 BASE, T-6 CERAMIC LAMP	CONFIRM FASCIA AND FIXTURE COLOR ALONG WITH MOUNTING HEIGHT AND LOCATIONS WITH ARCHITECT PRIOR TO ROUGH-IN
SP1	POLE LIGHT CONTRACTOR SHALL MATCH EXISTING FIXTURE	MATCH EXISTING	MATCH EXISTING FIXTURE TO BE RELOCATED AND CIRCUIT AS SHOWN ON DRAWING
.	.	.	.

Statistics							
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min	Avg/Max
Overall Site	+	0.6 fc	7.7 fc	0.0 fc	N/A	N/A	0.1:1

Plan 19

Prepared For:

Consultant:

BENNETT ENGINEERING
MECHANICAL + ELECTRICAL
(207) 865-9475

Architect:
ARCHETYPE architects
48 Union Wharf Portland, Maine 04101
(207) 772-6022 Fax (207) 772-4056

Project:
185 FORE STREET
Portland, Maine

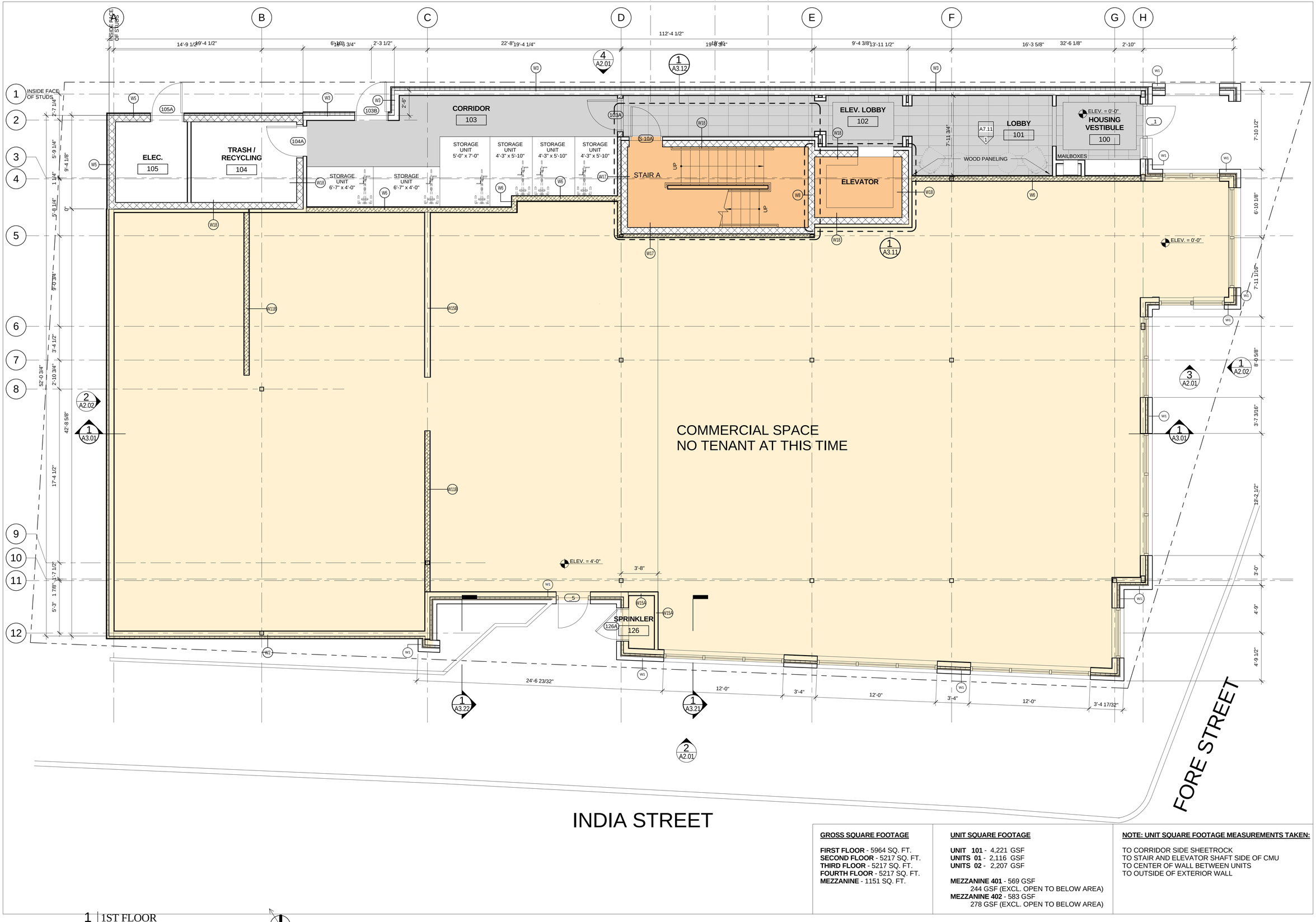
Revisions:
ISSUED FOR PRICING
PROGRESS PRINT
NOT FOR CONSTRUCTION

Scale: As indicated

Date: 13 JUNE 2014

PHOTOMETRIC PLAN

E0.0



1 1ST FLOOR
1/4" = 1'-0"

GROSS SQUARE FOOTAGE

FIRST FLOOR - 5964 SQ. FT.
SECOND FLOOR - 5217 SQ. FT.
THIRD FLOOR - 5217 SQ. FT.
FOURTH FLOOR - 5217 SQ. FT.
MEZZANINE - 1151 SQ. FT.

UNIT SQUARE FOOTAGE

UNIT 101 - 4,221 GSF
UNITS 01 - 2,116 GSF
UNITS 02 - 2,207 GSF

MEZZANINE 401 - 569 GSF
244 GSF (EXCL. OPEN TO BELOW AREA)
MEZZANINE 402 - 583 GSF
278 GSF (EXCL. OPEN TO BELOW AREA)

NOTE: UNIT SQUARE FOOTAGE MEASUREMENTS TAKEN:

TO CORRIDOR SIDE SHEETROCK
TO STAIR AND ELEVATOR SHAFT SIDE OF CMU
TO CENTER OF WALL BETWEEN UNITS
TO OUTSIDE OF EXTERIOR WALL

Plan 20

Prepared For:
BATEMAN PARTNERS, LLC.
470 FORE STREET
PORTLAND, ME 04101

Consultant:

Architect:
ARCHETYPE architects
48 Union Wharf Portland, Maine 04101
(207) 772-6022 Fax (207) 772-4056

Project:
Marketing Plan
185 Fore Street, Portland Maine

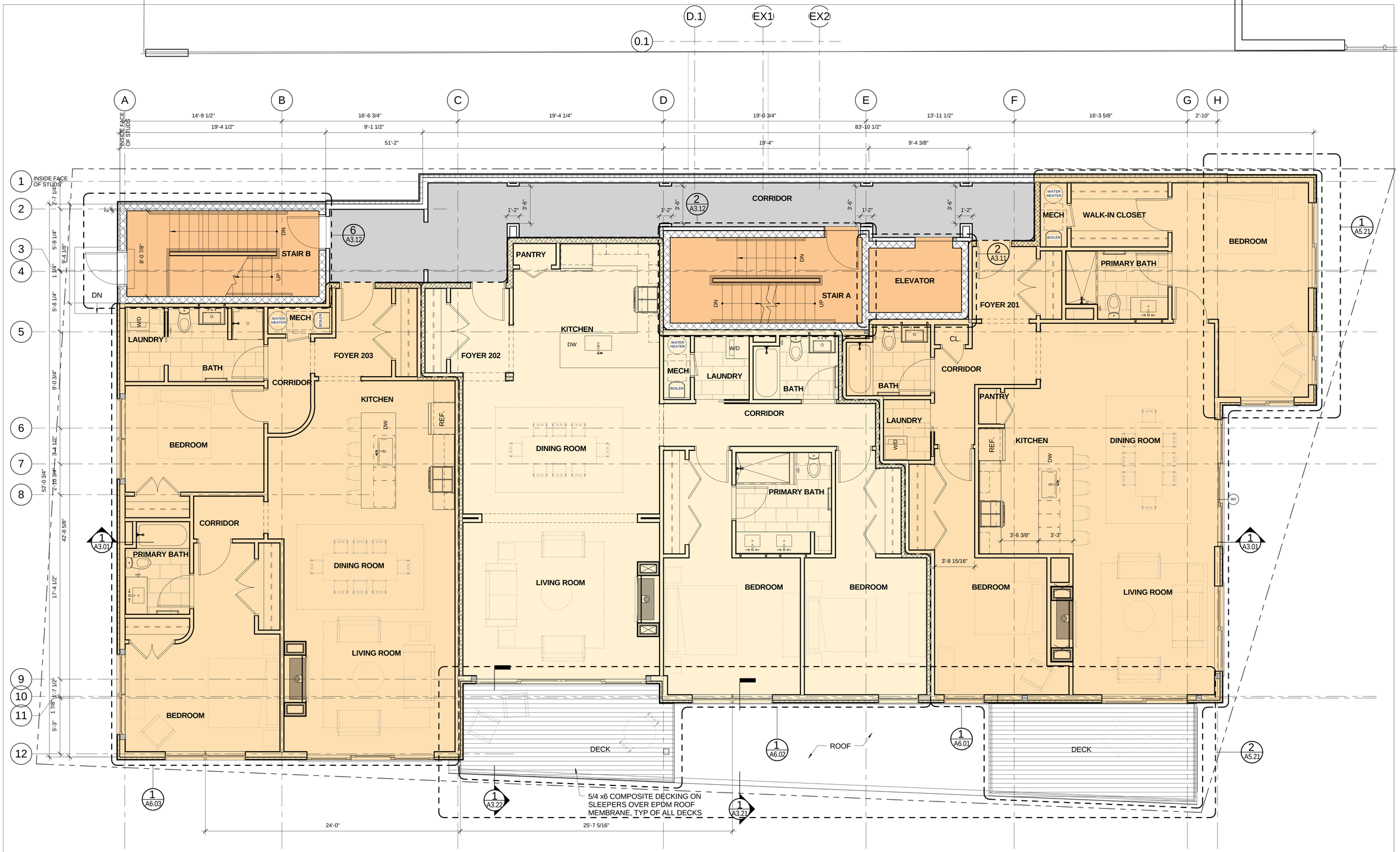
Revisions:
1 06-16-2014 PRICING SET

Scale: 1/4" = 1'-0"

Date: 1 Oct, 2014

FIRST FLOOR PLAN

A1.01



1 TYPICAL FLOOR PLAN
1/4" = 1'-0"
0 1'-0" 2'-0" 4'-0" 8'-0"

Plan 21

Prepared For:
BATEMAN PARTNERS, LLC.
470 FORE STREET
PORTLAND, ME 04101

Consultant:

Architect:
ARCHETYPE architects
48 Union Wharf Portland, Maine 04101
(207) 772-6022 Fax (207) 772-4056

Project:
Marketing Plan
185 Fore Street, Portland Maine

Revisions:
1 06-16-2014 PRICING SET

Scale: 1/4" = 1'-0"

Date: 9 Dec, 2014

SECOND FLOOR PLAN

A1.02

PARKING SPACE TAKEN FOR SKY BRIDGE ACCESS

PARKING SPACE

GARAGE WEST STAIR

UP

DN

NEW STRUCTURAL COLUMN

EXISTING STRUCTURAL COLUMN

BRIDGE ACCESS TO EXISTING GARAGE

INSIDE FACE OF STUDS

28'-6"

14'-9 1/2"

16'-6 3/4"

25'-4 1/2"

19'-4 1/4"

19'-0 3/4"

13'-11 1/2"

16'-3 5/8"

2'-10"

52'-0 3/4"

9'-0 3/4"

5'-8 1/4"

1 1/2"

9'-4 1/8"

2 1/4"

INSIDE FACE OF STUDS

9'-4-1/4"

CORRIDOR

STAIR B

STAIR A

PANTRY

KITCHEN

ELEVATOR

5'-4 13/16"

FOYER UNIT 301

5'-11 15/16"

MECH

CLOSET

BOILER

BATH

BEDROOM

WATER HEATER

W/D

LAUNDRY

FOYER UNIT 303

FOYER UNIT 302

CL.

DW

CORRIDOR

DINING ROOM

LIVING ROOM

KITCHEN

3'-6"

BEDROOM

BATH

CL.

CORRIDOR

LAUNDRY

PANTRY

DINING ROOM

LIVING ROOM

BEDROOM

BEDROOM

BEDROOM

BEDROOM

LIN

EQ

2'-1"

1'-9 1/2"

42'-8 5/8"

17'-4 1/2"

5'-3"

1 7/8"

1'-7 1/2"

3'-4 1/2"

2'-10 3/4"

DECK

5/4 x6 COMPOSITE DECKING ON SLEEPERS OVER EPDM ROOF MEMBRANE, TYP OF ALL DECKS

24'-0"

27'-6"

1 3RD FLOOR
1/4" = 1'-0"
0 2'-0" 4'-0" 8'-0" 16'-0"

Plan 22

Prepared For:
BATEMAN PARTNERS, LLC.
470 FORE STREET
PORTLAND, ME 04101

Consultant:

Architect:
ARCHETYPE architects
48 Union Wharf Portland, Maine 04101
(207) 772-6022 Fax (207) 772-4056

Project:
Marketing Plan
185 Fore Street, Portland Maine

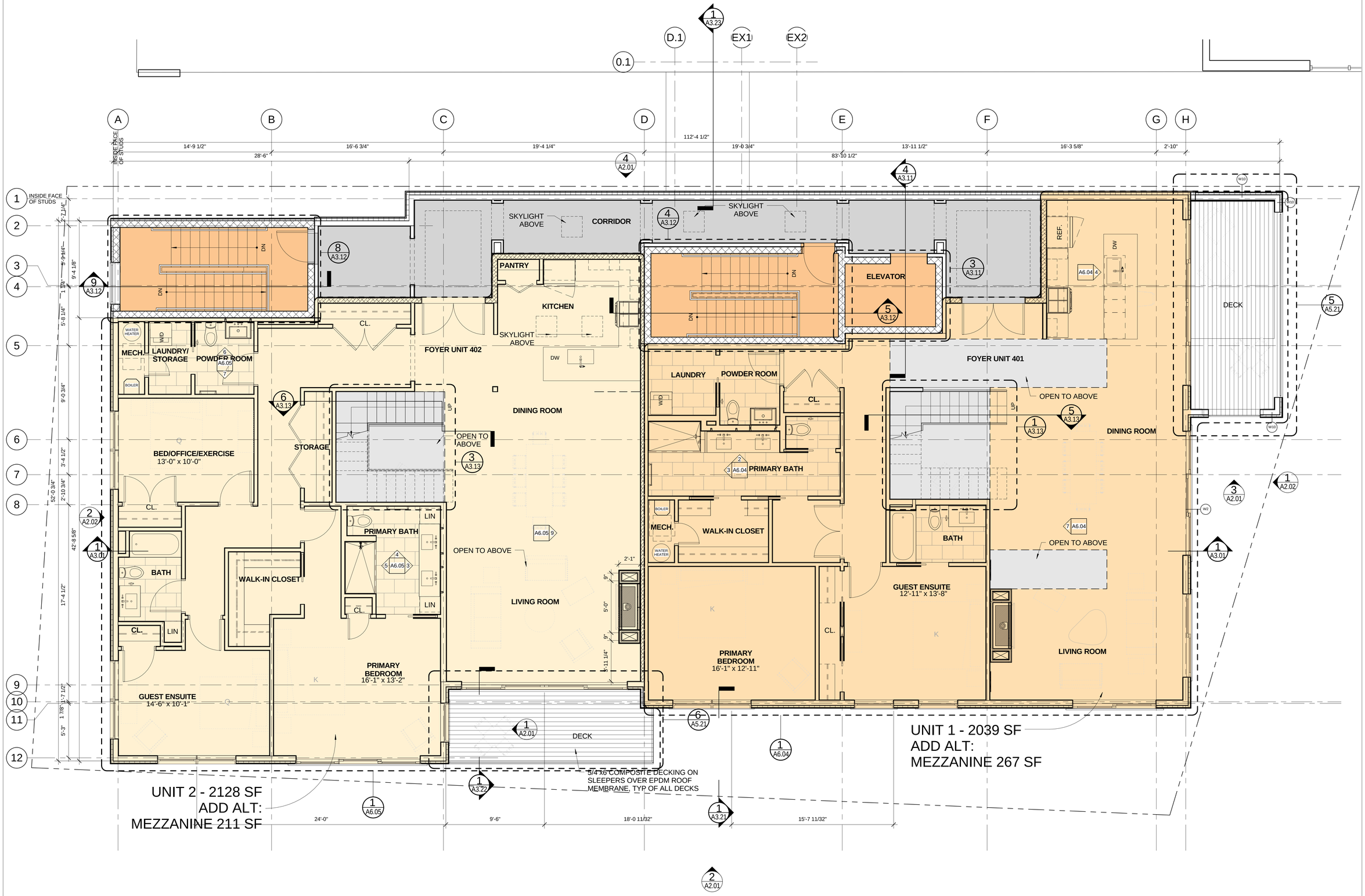
Revisions:
1 06-16-2014 PRICING SET

Scale: 1/4" = 1'-0"

Date: 9 Dec, 2014

THIRD FLOOR PLAN

A1.03



1 4TH FLOOR PLAN
1/4" = 1'-0"

Plan 23

Prepared For:
BATEMAN PARTNERS, LLC.
470 FORE STREET
PORTLAND, ME 04101

Consultant:

Architect:
ARCHETYPE architects
48 Union Wharf Portland, Maine 04101
(207) 772-6022 Fax (207) 772-4056

Project:
Marketing Plan
185 Fore Street, Portland Maine

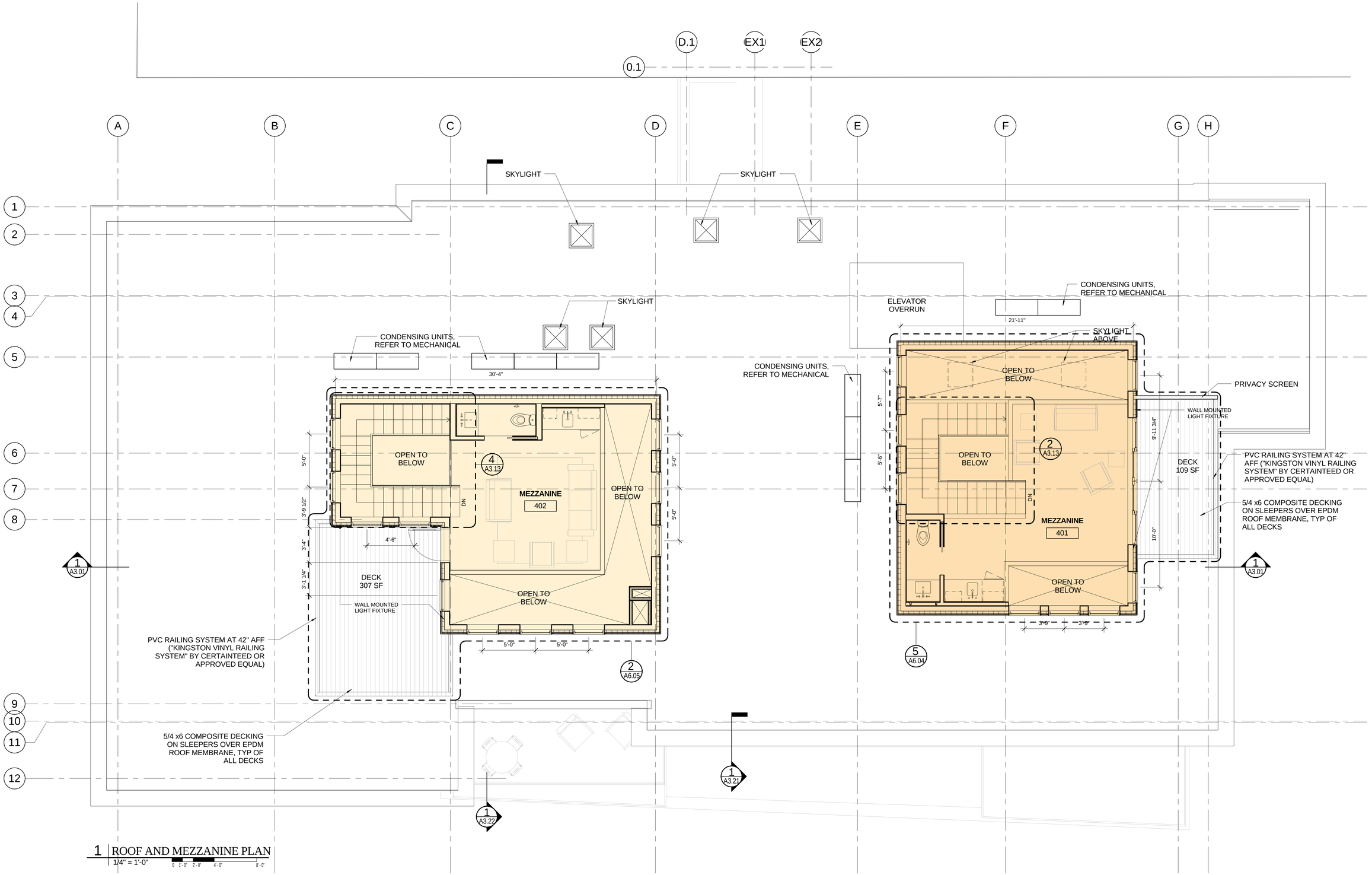
Revisions:
1 06-16-2014 PRICING SET

Scale:
1/4" = 1'-0"

Date:
9 Dec, 2014

FOURTH FLOOR PLAN

A1.04



1 ROOF AND MEZZANINE PLAN
1/4" = 1'-0"
0 1'-0" 2'-0" 4'-0" 8'-0"

Plan 24

Prepared For:
BATEMAN PARTNERS, LLC.
470 FORE STREET
PORTLAND, ME 04101

Consultant:

Architect:
ARCHETYPE architects
48 Union Wharf Portland, Maine 04101
(207) 772-6022 Fax (207) 772-4056

Project:
Marketing Plan
185 Fore Street, Portland Maine

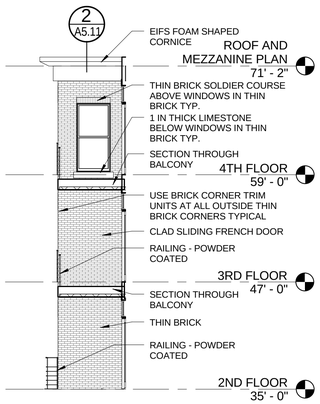
Revisions:
1 06-16-2014 PRICING SET

Scale: 1/4" = 1'-0"

Date: 9 Dec, 2014

ROOF / MEZZANINE PLAN

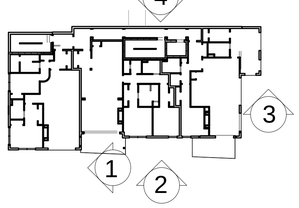
A1.05



1 RECESSED ELEV.
1/8" = 1'-0"

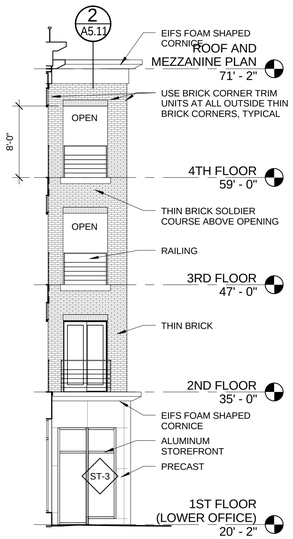


2 SOUTH ELEVATION
1/8" = 1'-0"

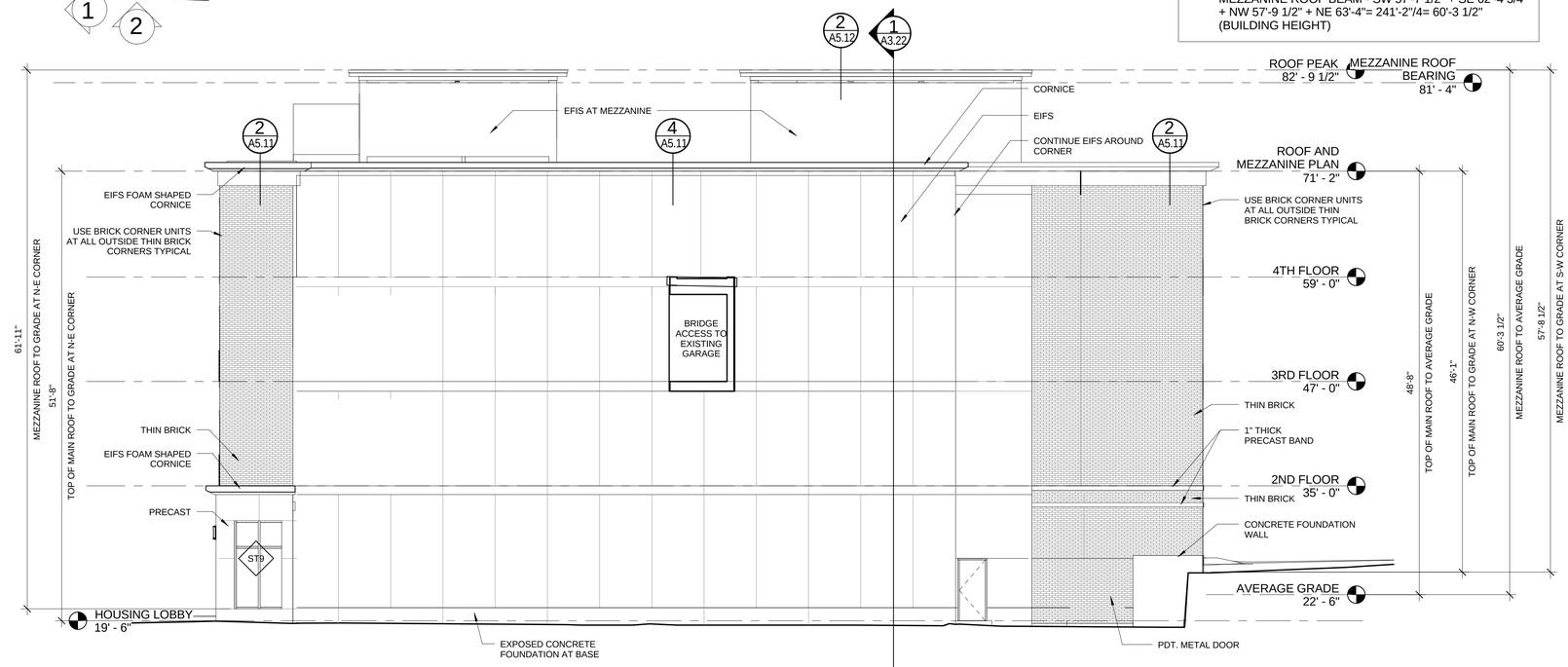


GENERAL NOTES:
1. AVERAGE GRADE BY DEFINITION: 4 CORNER AVERAGE GRADE - SW 25.10' + SE 20.45' + SW 25.00' + 19.48' = 90.0' / 4 = 22'-6" (AVERAGE GRADE)

2. BUILDING HEIGHT: THE VERTICAL MEASUREMENT AT THE FOUR CORNERS FROM GRADE TO HIGHEST POINT OF MEZZANINE ROOF BEAM - SW 57'-7 1/2" + SE 62'-4 3/4" + NW 57'-9 1/2" + NE 63'-4"= 241'-2"/4= 60'-3 1/2" (BUILDING HEIGHT)



3 RECESSED ELEV.
1/8" = 1'-0"



4 NORTH ELEVATION
1/8" = 1'-0"

Plan 25

Prepared For:
BATEMAN PARTNERS, LLC.
470 FORE STREET
PORTLAND, ME 04101

Consultant:

Architect:
ARCHETYPE architects
48 Union Wharf Portland, Maine 04101
(207) 772-6022 Fax (207) 772-4056

Project:
Marketing Plan
185 Fore Street, Portland Maine

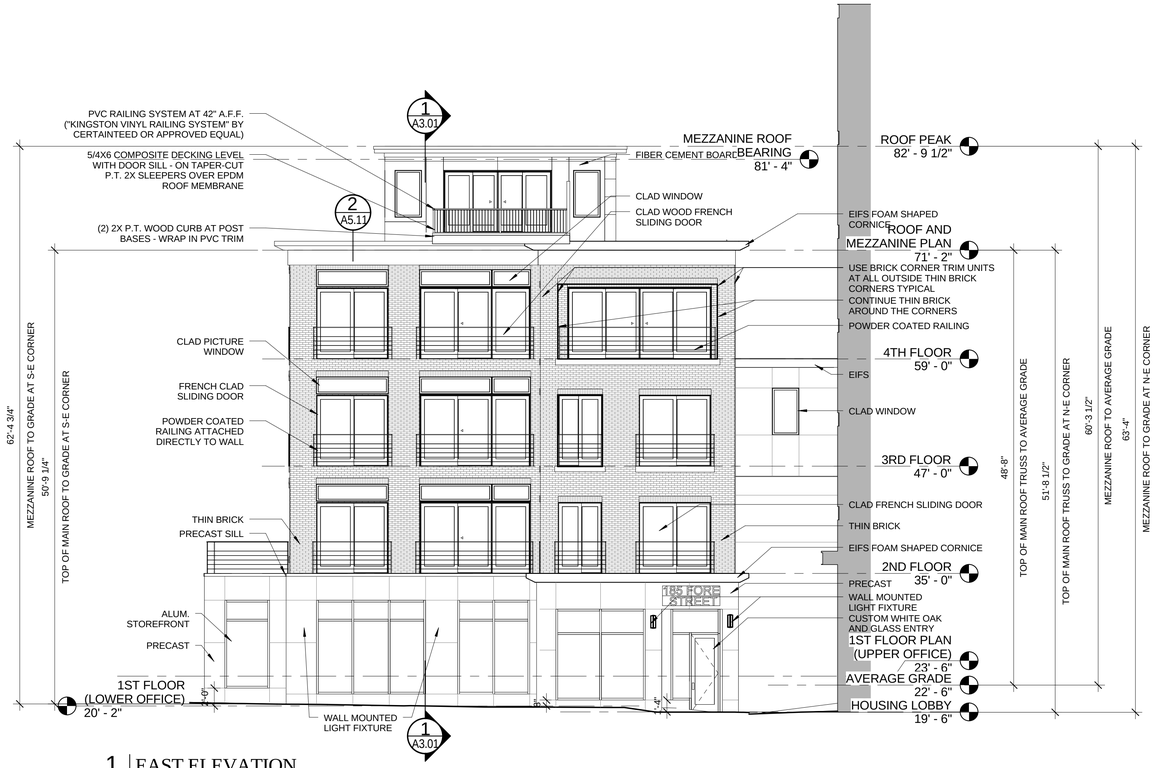
Revisions:	
1	06-16-2014 PRICING SET

Scale: As indicated

Date: 1 Oct, 2014

BUILDING ELEVATIONS

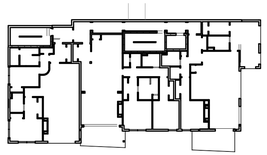
A2.01



1 EAST ELEVATION

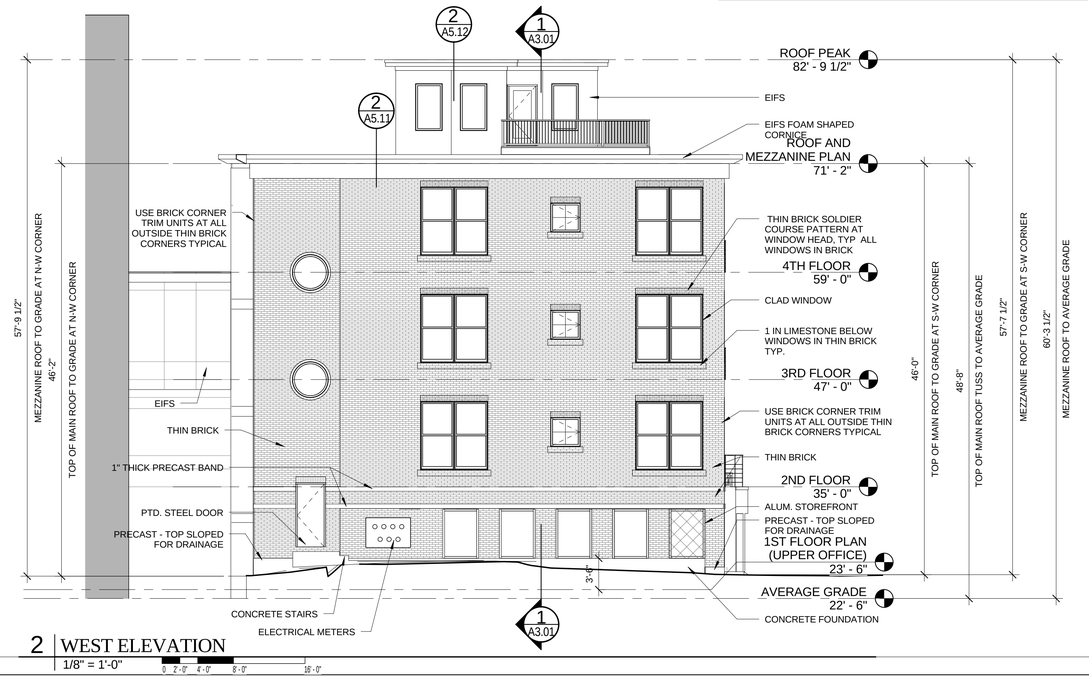
1/8" = 1'-0"

0 2'-0" 4'-0" 8'-0" 16'-0"



GENERAL NOTES:
1. AVERAGE GRADE BY DEFINITION: 4 CORNER AVERAGE GRADE - SW 25.10' + SE 20.45' + SW 25.00' + 19.48' = 90.0' / 4 = 22'-6" (AVERAGE GRADE)

2. BUILDING HEIGHT: THE VERTICAL MEASUREMENT AT THE FOUR CORNERS FROM GRADE TO HIGHEST POINT OF MEZZANINE ROOF BEAM - SW 57'-7 1/2" + SE 62'-4 3/4" + NW 57'-9 1/2" + NE 63'-4"= 241'-2"/4= 60'-3 1/2" (BUILDING HEIGHT)



2 WEST ELEVATION

1/8" = 1'-0"

0 2'-0" 4'-0" 8'-0" 16'-0"

Plan 26

Prepared For:
BATEMAN PARTNERS, LLC.
470 FORE STREET
PORTLAND, ME 04101

Consultant:

Architect:
ARCHETYPE architects
48 Union Wharf Portland, Maine 04101
(207) 772-6022 Fax (207) 772-4056

Project:
Marketing Plan
185 Fore Street, Portland Maine

Revisions:
1 06-16-2014 PRICING SET

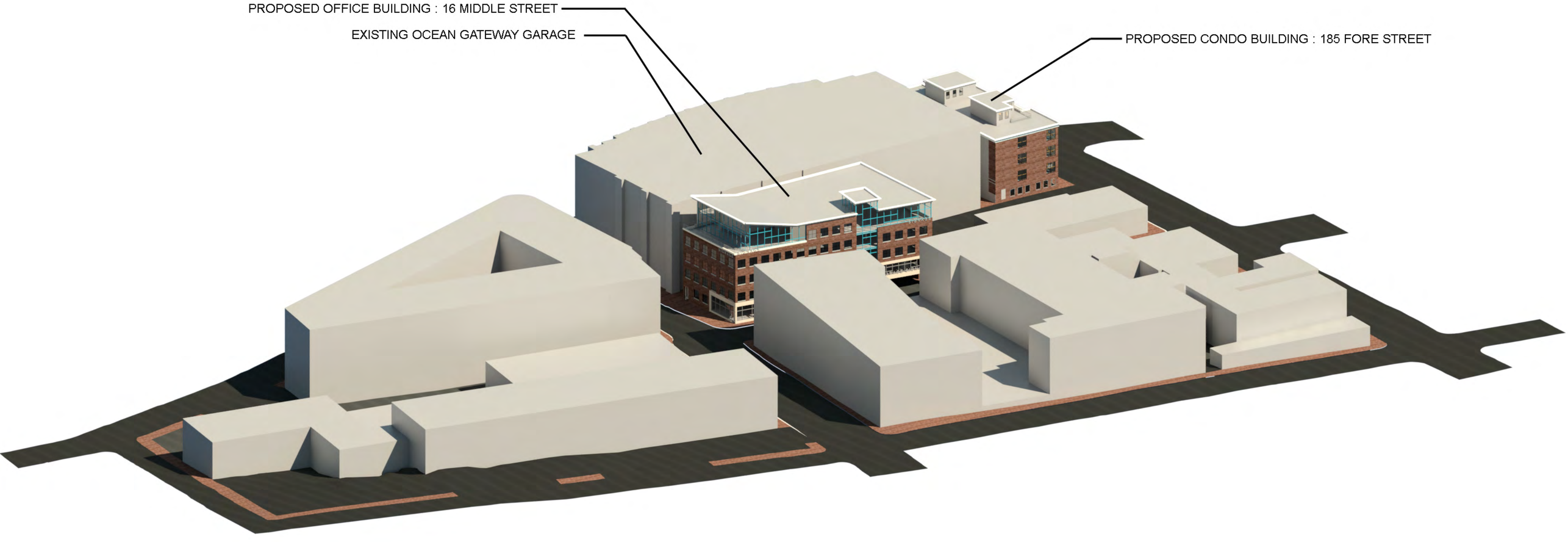
Scale: As indicated

Date: 1 Oct, 2014

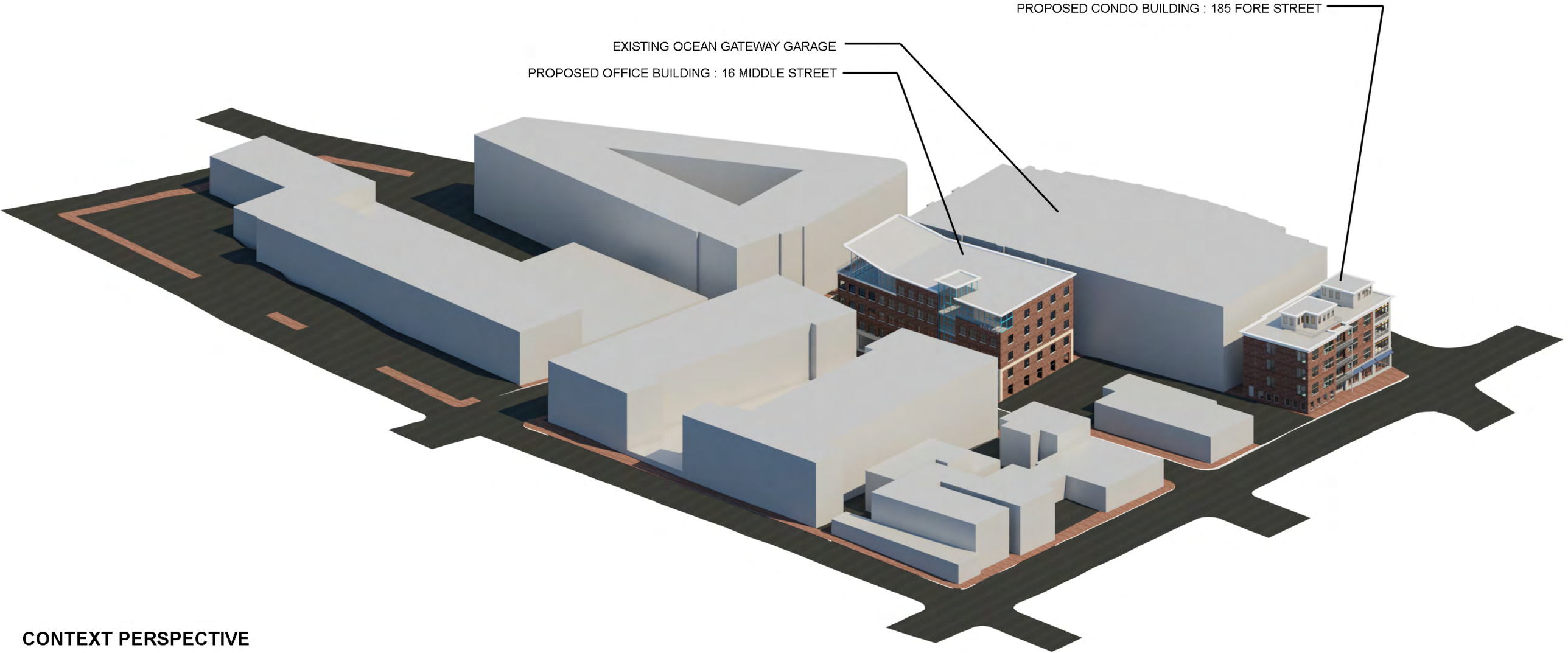
BUILDING ELEVATIONS

A2.02


FORE
STREET
LOFTS



CONTEXT PERSPECTIVE



CONTEXT PERSPECTIVE

February 6, 2015

Ms. Caitlin Cameron, Planner
Planning and Development Department
City of Portland, Maine
389 Congress Street
Portland, Maine 04101-3509

Subject: 185 Fore Street
Final Level III Site Plan and Subdivision Application

Dear Ms. Cameron:

On behalf of Bateman Partners, LLC, we are pleased to provide the accompanying package of submission materials related to the proposed mixed-use building at 185 Fore Street. This submission package is intended to meet the City's Final Submission Requirements as outlined in the Level III Application procedures. The proposed project site is located on the northerly corner of the intersection of India and Fore Streets. The proposed development includes the construction of a four (4) story mixed-use building with retail uses on the ground floor and eight (8) residential units on the upper floors. Architectural renderings of the building are appended to this cover letter. The architectural design has been updated to reflect previous feedback from the City staff and Planning Board.

The development site is located within the City's B-5b Zoning District, and the proposed development complies with the permitted uses within the zone.

The applicant has a purchase option agreement for the project site as well as a lease agreement for parking within the Ocean Gateway Garage. As a result, the proposed site development is confined to the building footprint, utility infrastructure improvements, and restoration\ reconstruction of the adjacent sidewalks, etc.

Owen Haskell, Inc. has completed an ALTA Boundary and Topographic Survey Plan and Recording Plat for the project which is contained in the site plan set.

The Development Team will include Bateman Partners, LLC and Archetype PA as Architect. Bateman Partners, LLC has completed several commercial and residential projects within southern Maine, including the City of Portland. Bateman Partners, LLC is also known for working collaboratively with neighborhoods and stakeholders to achieve project goals. A public neighborhood informational meeting was previously held by the applicant on April 8, 2014.

778 Main Street, Suite 8
South Portland, ME 04106
T: 207.775.1121
F: 207.879.0896
www.fstinc.com

FAY, SPOFFORD & THORNDIKE
Offices in: Massachusetts, New Hampshire, Maine, Connecticut and New York

Accompanying this cover letter are the following materials:

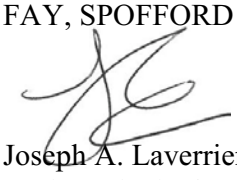
Architectural Rendering
Site Plan Application
Response to Staff Comments on Preliminary Application
Section 1: Development Description
Section 2: Right, Title and Interest
Section 3: Technical and Financial Capacity
Section 4: Construction Management Plan
Section 5: Stormwater Management
Section 6: Utilities
Section 7: Solid Waste
Section 8: Fire Safety
Section 9: Conformity with Applicable Design Standards
Section 10: Verification of Proposed HVAC Equipment
Full and Reduced Sized Plans Including Architectural Floor Plans & Elevations

You will find in the accompanying materials, information including the Final Site Layout Plan that provides greater detail for the proposed site development activities. Final information pertaining to the project's utilities needs and statements regarding compliance with the City's Standards are contained within this submission.

On behalf of Bateman Partners, LLC, we look forward to your review of this project and are requesting to be placed on the next available workshop meeting with the Planning Board. Please find one (1) hard copy of the application materials including one set each of 11x17 and full size plans, along with a CD containing PDF files for all submitted materials. If you have any questions regarding these materials or the completeness of the application materials, please contact us within the next five (5) days.

Sincerely,

FAY, SPOFFORD & THORNDIKE



Joseph A. Laverriere, P.E.
Senior Principal Engineer

JAL/smk/cmd

Attachments

c: Nathan Bateman – Bateman Partners, LLC
David Lloyd – Archetype, PA



185 Fore Street

Portland, Maine

October 2014

ARCHETYPE architects

Att. C

Portland, Maine Yes. Life's good here.

Jeff Levine, AICP, Director
Planning & Urban Development Department

Electronic Signature and Fee Payment Confirmation

Notice: Your electronic signature is considered a legal signature per state law.

By digitally signing the attached document(s), you are signifying your understanding this is a legal document and your electronic signature is considered a ***legal signature*** per Maine state law. You are also signifying your intent on paying your fees by the opportunities below.

I, the undersigned, intend and acknowledge that no Site Plan or Historic Preservation Applications can be reviewed until payment of appropriate application fees are ***paid in full*** to the Inspections Office, City of Portland Maine by method noted below:

☐ Within 24-48 hours, once my complete application and corresponding paperwork has been electronically delivered, I intend to **call the Inspections Office** at 207-874-8703 and speak to an administrative representative and provide a credit/debit card over the phone.

☒ Within 24-48 hours, once my application and corresponding paperwork has been electronically delivered, I intend to ~~**call the Inspections Office** at 207-874-8703 and speak to an administrative representative and provide a credit/debit card over the phone.~~
drop off my payment to the Inspections Office

☐ I intend to deliver a payment method through the U.S. Postal Service mail once my application paperwork has been electronically delivered.



Applicant Signature: February 6, 2015 Date:

Joseph A. Laverriere, P.E., FST (Authorized Agent) February 6, 2015

I have provided digital copies and sent them on: Date:

NOTE: All electronic paperwork must be delivered to buildinginspections@portlandmaine.gov or by physical means i.e. a thumb drive or CD to the Inspections Office, City Hall, 3rd Floor, Room 315.

PROJECT NAME: 185 Fore Street

PROPOSED DEVELOPMENT ADDRESS:

185 Fore Street

PROJECT DESCRIPTION:

Construction of a four story mixed-use building. First floor contains 4,427 s.f. of retail use.

Second through fourth floors contain 8 residential units.

CHART/BLOCK/LOT: 20 / F /23

PRELIMINARY PLAN 05-05-14 (date)
FINAL PLAN 02-06-15 (date)

CONTACT INFORMATION:

Applicant – must be owner, Lessee or Buyer Name: Nathan Bateman Business Name, if applicable: Bateman Partners, LLC Address: P.O. Box 3572 City/State : Portland, ME Zip Code: 04104	**Applicant Contact Information** Work # 207.772.2992 Home# Cell # 207.332.5498 Fax# 207.772.1881 e-mail: nathan@batemanpartnersllc.com
Owner – (if different from Applicant) Name: East India Land Company LLC Address: 86 Newbury Street City/State : Portland, ME Zip Code: 04101	**Owner Contact Information** Work # Home# Cell # Fax# e-mail:
Agent/ Representative Name: Joseph A. Laverriere, P.E. Fay, Spofford & Thorndike Address: 778 Main Street, Suite 8 City/State : South Portland, ME Zip Code: 04106	**Agent/Representative Contact information** Work # 207.775.1121 Cell # 207.749.5088 e-mail: jlaverriere@fstinc.com
Billing Information Name: Nathan Bateman Bateman Partners, LLC Address: P.O. Box 3572 City/State : Portland, ME Zip Code: 04104	**Billing Information** Work # 207.772.2992 Cell # 207.332.5498 Fax# 207.772.1881 e-mail: nathan@batemanpartnersllc.com

Engineer	Engineer Contact Information
Name: Joseph A. Laverriere, P.E. Fay, Spofford & Thorndike Address: 778 Main Street, Suite 8 City/State : South Portland, ME Zip Code: 04106	Work # 207.775.1121 Cell # 207.749.5088 Fax# 207.879.0896 e-mail: jlaverriere@fstinc.com
Surveyor	**Surveyor Contact Information**
Name: John Swan Owen Haskell, Inc. Address: 390 U.S. Route 1 City/State : Falmouth, ME Zip Code: 04105	Work # 207.774.0424 Cell # Fax# e-mail: jswan@owenhaskell.com
Architect	**Architect Contact Information**
Name: David Lloyd Archetype, PA Address: 48 Union Wharf City/State : Portland, ME Zip Code: 04101	Work # 207.772.6022 Cell # Fax# e-mail: lloyd@archetypepa.com
Attorney	**Attorney Contact Information**
Name: Ronald Ward Drummond Woodsum Address: 84 Marginal Way, Suite 600 City/State : Portland, ME Zip Code: 04101	Work # 207.772.19410 Cell # Fax# 207.772.3627 e-mail: rward@dwmlaw.com

APPLICATION FEES:

Check all reviews that apply. (Payment may be made by Cash or Check payable to the City of Portland.)

Level III Development (check applicable reviews)	Other Reviews (check applicable reviews)
_X_ Less than 50,000 sq. ft. ($500.00) ___ 50,000 - 100,000 sq. ft. ($1,000) ___ 100,000 – 200,000 sq. ft. ($2,000) ___ 200,000 – 300,000 sq. ft. ($3,000) ___ over $300,00 sq. ft. ($5,000) ___ Parking lots over 11 spaces ($1,000) ___ After-the-fact Review ($1,000.00 plus applicable application fee) **Plan Amendments (check applicable reviews)** ___ Planning Staff Review ($250) ___ Planning Board Review ($500) _____ The City invoices separately for the following: • Notices ($.75 each) • Legal Ad (% of total Ad) • Planning Review ($40.00 hour) • Legal Review ($75.00 hour) Third party review fees are assessed separately. Any outside reviews or analysis requested from the Applicant as part of the development review, are the responsibility of the Applicant and are separate from any application or invoice fees.	___ Traffic Movement ($1,000) _X_ Stormwater Quality ($250) _X_ Subdivisions ($500 + $25/lot) # of Lots _8_ x $25/lot = _$200_ ___ Site Location ($3,000, except for residential projects which shall be $200/lot) # of Lots ___ x $200/lot = _____ ___ Other _____ ___ Change of Use ___ Flood Plain ___ Shoreland ___ Design Review ___ Housing Replacement ___ Historic Preservation

APPLICATION SUBMISSION:

1. **All site plans and written application materials must be submitted electronically on a CD or DVD with each plan submitted as separate files, with individual file names (see submittal requirements document attached).**
2. **In addition, one (1) paper set of the plans (full size), one (1) paper set of plans (11 x 17), paper copy of written materials, and the application fee must be submitted to the Planning Division Office to start the review process.**

The application must be complete, including but not limited to the contact information, project data, application checklists, wastewater capacity, plan for fire department review, and applicant signature. The submissions shall include one (1) paper packet with folded plans containing the following materials:

1. **One (1) full size site plans** that must be **folded.**
2. One (1) copy of all written materials or as follows, unless otherwise noted:
   a. Application form that is completed and signed.
   b. Cover letter stating the nature of the project.
   c. All Written Submittals (Sec. 14-525 2. (c), including evidence of right, title and interest.
3. A stamped standard boundary survey prepared by a registered land surveyor at a scale not less than one inch to 50 feet.
4. Plans and maps based upon the boundary survey and containing the information found in the attached sample plan checklist.
5. One (1) set of plans reduced to 11 x 17.

Refer to the application checklist for a detailed list of submission requirements.
Portland's development review process and requirements are outlined in the Land Use Code (Chapter 14), which includes the Subdivision Ordinance (Section 14-491) and the Site Plan Ordinance (Section 14-521). Portland's Land Use Code is on the City's web site http://www.portlandmaine.gov/citycode/chapter014.pdf

APPLICANT SIGNATURE:

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Planning Authority and Code Enforcement's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

This application is for a Level II Site Plan review. It is not a permit to begin construction. An approved site plan, a Performance Guarantee, Inspection Fee, Building Permit, and associated fees will be required prior to construction. Other Federal, State or local permits may be required prior to construction, which are the responsibility of the applicant to obtain.

Signature of Applicant: 	**Date:** February 6, 2015

Joseph A. Laverriere, P.E. - Agent

BATEMAN PARTNERS LLC

DEVELOPERS & CONSULTANTS

P.O. BOX 3572
PORTLAND, MAINE 04104

TELEPHONE (207) 772-2992
FAX (207) 772-1881

April 30, 2014

To Whom It May Concern:

Subject: Agent Authorization Letter

Bateman Partners LLC has retained Fay, Spofford & Thorndike to assist in the preparation of local, state and federal permit applications for the site aspects of a proposed mixed-use building in Portland, Maine. Fay, Spofford & Thorndike is authorized to act as an agent in matters related to these permits.

Sincerely,

Nathan Bateman
Vice President
Bateman Partners LLC

PROJECT DATA

The following information is required where applicable, in order to complete the application.

Total Area of Site	6,947 sq. ft.
Proposed Total Disturbed Area of the Site	6,947 sq. ft.
If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with DEP and a Stormwater Management Permit, Chapter 500, with the City of Portland	
Impervious Surface Area	
Impervious Area (Total Existing)	Currently 580 sq. ft., Previously 4,500 sq. ft.
Impervious Area (Total Proposed)	6,600 sq. ft.
Building Ground Floor Area and Total Floor Area	
Building Footprint (Total Existing)	0 sq. ft.
Building Footprint (Total Proposed)	5,900+/- sq. ft.
Building Floor Area (Total Existing)	0 sq. ft.
Building Floor Area (Total Proposed)	22,766 sq. ft.
Zoning	
Existing	B-5b
Proposed, if applicable	B-5b
Land Use	
Existing	Vacant Lot
Proposed	Mixed-use Building (retail and residential)
Residential, If applicable	
# of Residential Units (Total Existing)	0
# of Residential Units (Total Proposed)	8
# of Lots (Total Proposed)	8
# of Affordable Housing Units (Total Proposed)	0
Proposed Bedroom Mix	
# of Efficiency Units (Total Proposed)	0
# of One-Bedroom Units (Total Proposed)	0
# of Two-Bedroom Units (Total Proposed)	7
# of Three-Bedroom Units (Total Proposed)	1
Parking Spaces	
# of Parking Spaces (Total Existing)	94 (lease agreement w/Ocean Gateway Garage)
# of Parking Spaces (Total Proposed)	44
# of Handicapped Spaces (Total Proposed)	Provided within Ocean Gateway Garage; no additional needed
Bicycle Parking Spaces	
# of Bicycle Spaces (Total Existing)	0
# of Bicycle Spaces (Total Proposed)	6 non-residential uses
Estimated Cost of Project	$3,900,000

PRELIMINARY PLAN (Optional) - Level III Site Plan			
Applicant Checklist	Planner Checklist	# of Copies	**GENERAL WRITTEN SUBMISSIONS CHECKLIST**
X		1	Completed Application form
X		1	Application fees
X		1	Written description of project
X		1	Evidence of right, title and interest
X		1	Evidence of state and/or federal approvals, if applicable
X		1	Written assessment of proposed project's compliance with applicable zoning requirements
X		1	Summary of existing and/or proposed easement, covenants, public or private rights-of-way, or other burdens on the site
X		1	Written requests for waivers from site plan or technical standards, if applicable.
X		1	Evidence of financial and technical capacity
		1	Traffic Analysis (may be preliminary, in nature, during the preliminary plan phase)
Applicant Checklist	Planner Checklist	# of Copies	**SITE PLAN SUBMISSIONS CHECKLIST**
		1	Boundary Survey meeting the requirements of Section 13 of the City of Portland's Technical Manual
		1	**Preliminary Site Plan including the following: (information provided may be preliminary in nature during preliminary plan phase)**
		Proposed grading and contours;	
		Existing structures with distances from property line;	
		Proposed site layout and dimensions for all proposed structures (including piers, docks or wharves in Shoreland Zone), paved areas, and pedestrian and vehicle access ways;	
		Preliminary design of proposed stormwater management system in accordance with Section 5 of the Technical Manual (note that Portland has a separate applicability section);	
		Preliminary infrastructure improvements;	
		Preliminary Landscape Plan in accordance with Section 4 of the Technical Manual;	
		Location of significant natural features (including wetlands, ponds, watercourses, floodplains, significant wildlife habitats and fisheries or other important natural features) located on the site as defined in Section 14-526 (b) (1);	
		Proposed buffers and preservation measures for significant natural features, as defined in Section 14-526 (b) (1);	
		Location , dimensions and ownership of easements, public or private rights of way, both existing and proposed;	
		Exterior building elevations.	

FINAL PLAN - Level III Site Plan			
Applicant Checklist	Planner Checklist	# of Copies	**GENERAL WRITTEN SUBMISSIONS CHECKLIST (* If applicant chooses to submit a Preliminary Plan, then the * items were submitted for that phase and only updates are required)**
X		1	* Completed Application form
X		1	* Application fees
X		1	* Written description of project
X		1	* Evidence of right, title and interest
		1	* Evidence of state and/or federal permits
X		1	* Written assessment of proposed project's specific compliance with applicable Zoning requirements
X		1	* Summary of existing and/or proposed easements, covenants, public or private rights-of-way, or other burdens on the site
X		1	* Evidence of financial and technical capacity
X		1	Construction Management Plan
X		1	A traffic study and other applicable transportation plans in accordance with Section 1 of the technical Manual, where applicable.
X		1	Written summary of significant natural features located on the site (Section 14-526 (b) (a))
X		1	Stormwater management plan and stormwater calculations
X		1	Written summary of project's consistency with related city master plans
X		1	Evidence of utility capacity to serve
X		1	Written summary of solid waste generation and proposed management of solid waste
X		1	A code summary referencing NFPA 1 and all Fire Department technical standards
X		1	Where applicable, an assessment of the development's consistency with any applicable design standards contained in Section 14-526 and in City of Portland Design Manual
X		1	Manufacturer’s verification that all proposed HVAC and manufacturing equipment meets applicable state and federal emissions requirements.

Applicant Checklist	Planner Checklist	# of Copies	**SITE PLAN SUBMISSIONS CHECKLIST** **(* If applicant chooses to submit a Preliminary Plan, then the * items were submitted for that phase and only updates are required)**
X		1	* Boundary Survey meeting the requirements of Section 13 of the City of Portland's Technical Manual
X		1	**Final Site Plans including the following:**
X		Existing and proposed structures, as applicable, and distance from property line (including location of proposed piers, docks or wharves if in Shoreland Zone);	
X		Existing and proposed structures on parcels abutting site;	
X		All streets and intersections adjacent to the site and any proposed geometric modifications to those streets or intersections;	
X		Location, dimensions and materials of all existing and proposed driveways, vehicle and pedestrian access ways, and bicycle access ways, with corresponding curb lines;	
X		Engineered construction specifications and cross-sectional drawings for all proposed driveways, paved areas, sidewalks;	
X		Location and dimensions of all proposed loading areas including turning templates for applicable design delivery vehicles;	
X		Existing and proposed public transit infrastructure with applicable dimensions and engineering specifications;	
X		Location of existing and proposed vehicle and bicycle parking spaces with applicable dimensional and engineering information;	
X		Location of all snow storage areas and/or a snow removal plan;	
X		A traffic control plan as detailed in Section 1 of the Technical Manual;	
X		Proposed buffers and preservation measures for significant natural features, where applicable, as defined in Section 14-526(b)(1);	
X		Location and proposed alteration to any watercourse;	
X		A delineation of wetlands boundaries prepared by a qualified professional as detailed in Section 8 of the Technical Manual;	
X		Proposed buffers and preservation measures for wetlands;	
X		Existing soil conditions and location of test pits and test borings;	
X		Existing vegetation to be preserved, proposed site landscaping, screening and proposed street trees, as applicable;	
X		A stormwater management and drainage plan, in accordance with Section 5 of the Technical Manual;	
X		Grading plan;	
X		Ground water protection measures;	
X		Existing and proposed sewer mains and connections;	

- Continued on next page -

X		Location of all existing and proposed fire hydrants and a life safety plan in accordance with Section 3 of the Technical Manual;
X		Location, sizing, and directional flows of all existing and proposed utilities within the project site and on all abutting streets;
X		Location and dimensions of off-premises public or publicly accessible infrastructure immediately adjacent to the site;
X		Location and size of all on site solid waste receptacles, including on site storage containers for recyclable materials for any commercial or industrial property;
X		Plans showing the location, ground floor area, floor plans and grade elevations for all buildings;
X		A shadow analysis as described in Section 11 of the Technical Manual, if applicable;
X		A note on the plan identifying the Historic Preservation designation and a copy of the Application for Certificate of Appropriateness, if applicable, as specified in Section Article IX, the Historic Preservation Ordinance;
X		Location and dimensions of all existing and proposed HVAC and mechanical equipment and all proposed screening, where applicable;
X		An exterior lighting plan in accordance with Section 12 of the Technical Manual;
X		A signage plan showing the location, dimensions, height and setback of all existing and proposed signs;
X		Location, dimensions and ownership of easements, public or private rights of way, both existing and proposed.

185 FORE STREET
RESPONSE TO STAFF COMMENTS ON PRELIMINARY APPLICATION

On behalf of Bateman Partners, LLC, we are pleased to provide the following responses to the Preliminary Review Comments related to the Subdivision and Site Plan Application for the proposed mixed-use building at 185 Fore Street. For ease of reference we have repeated the comments in *italics*, followed by our response.

The following revisions have been made to the Site Plan Application in response to comments contained in the June 19, 2014 Planning Memo prior to the June 24, 2014 Planning Board Meeting:

Comment 1:

The project is required to provide 6 street trees in total and the applicant will need to provide a waiver request for the financial contribution of the remaining 4 trees not provided on site.

Response:

The proposed landscape plan includes two street trees along India Street. As discussed previously, further street trees are not possible due to conflicts with underground electrical duct banks that are located beneath the India Street and Fore Street sidewalks. The applicant has provided additional landscape plants along the India Street and Fore Street building frontages that we believe provide a nice landscape element into the streetscape. Anthony Muench (Landscape Architect for the project) met to review this plan with the City Arborist, Jeff Tarling, and received favorable feedback.

Comment 2:

A final plan meeting all of the submission requirements is required, including a recording plat meeting all of the provisions of the Subdivision Ordinance.

Response:

A complete final Site Plan and Subdivision Application is appended to this letter including a recording plat prepared by Owen Haskell, Inc.

Comment 3:

The staff asked for additional information regarding the need for 94 parking spaces for this project as outlined in the current leased parking agreement.

778 Main Street, Suite 8
South Portland, ME 04106
T: 207.775.1121
F: 207.879.0896
www.fstinc.com

FAY, SPOFFORD & THORNDIKE
Offices in: Massachusetts, New Hampshire, Maine, Connecticut and New York

Response:

As stated previously, the leased parking agreement was developed several years ago and made a part of the sale of the property. The lease parking agreement provides "up to" 96 parking spaces for the site. It is the applicant's intent to secure 44 parking spaces for the site to provide:

- 20 spaces for the first floor retail/office use
- 24 spaces for the residential use (8 units), which provides 3 parking spaces per residential unit

Comment 4:

Additional construction management plan notes need to be provided in the plan set per the comments of Captain Pirone.

Response:

As requested, Notes 5 and 6 have been added to the construction management notes contained on Sheet C-1.1 of the plan set.

WOODARD & CURRAN COMMENTS DATED JULY 2, 2014

A separate response to these stormwater comments was prepared by FST and submitted to the City on July 8, 2014.

JEFF TARLING COMMENT DATED JULY 1, 2014

Comment 1:

This plan adds needed green landscape element into the street-scape. The only questions is on India Street @ Fore Street the closest tree pit to Fore Street, is there adequate clearance for pedestrians between the street tree and new planter?

Response:

The minimum sidewalk width is 6' between edge of street tree grade and edge of landscape planter.

DAVID MARGOLIS-PINEO COMMENTS DATED JULY 7, 2014 AND JULY 8, 2014

Comment 10 (7/7/14):

The City is reviewing wiring options for the proposed three new street lights. It is the City's intent to acquire ownership of these lights. Therefore a meter may be necessary for power billing purposes. The applicant should verify that the light specified for this location meets City of Portland lighting standards.

Response:

The proposed new light fixture and pole will match the existing fixtures and poles on Fore and India Streets, which will be relocated as part of the project.

Comment 11 (7/7/14):

At this time, the applicant is proposing one new and one relocated light pole with no stated consideration of adding a meter so that the City would retain ownership of the lights. It has been the City's intent that all new street lights would be metered for City ownership.

Response:

The new pole mounted light will be connected to the existing light circuit in India Street. This is shown on the Site Electrical Plan (Sheet E1.01).

Comment 12 (7/7/14):

The applicant is proposing to encroach the road right of way with planters. A license will be required from the City to facilitate.

Response:

The applicant is prepared to execute the standard City License Agreement for the landscape planter encroachment within the India Street right-of-way. Please forward a copy of the license agreement language for review and eventual execution by the applicant. The extent of the landscape planter encroachments within the right of way and requirement for a license agreement has been noted on the recording plat prepared by Owen Haskell.

Comment 1 (Email 7/8/14):

The proposed ramp to serve the crosswalk at Fore St. is not ADA compliant and therefore not acceptable as shown. City staff is willing to meet with the applicant to discuss options.

Response:

The ADA ramp configuration has been modified to be compliant with ADA Standards.

Comment 2 (Email 7/8/14):

The ramp to serve across Fore St. (to the pump station) does look like it does not have a 4' landing at the top (unless there is an overhang to the building providing it). If not, it seems the ramp could be slid to the west; that might provide better alignment for people traveling/continuing along India St.

Response:

As indicated above, the ADA ramp configuration has been modified to be compliant with ADA standards.

JENNIFER THOMPSON (LEGAL) COMMENTS DATED JULY 3, 2014

Comment 1:

As we discussed yesterday, very briefly, I'm not sure what the City's preference is with respect to the lease term on these agreements. I have looked at a couple and they tend to be around 25 or 30 years with options to renew. This seems to fit within that general window. The term on these is 30 years with rights of renewal, so I think they're likely long enough.

Response:

The applicant is agreeable to a 30-year term with rights of renewal.

Comment 2:

The requirement that parking be provided should be included in the condo docs, yes. As written, these agreements do not contemplate assigned parking spaces so I don't think we necessarily need to require that. It will be important, however, to specify in the condo docs and on the plans that unit owners are entitled to parking. And, yes, I want to review the condo docs.

Response:

The applicant is proposing to execute the parking lease agreement to provide 44 total parking spaces for 185 Fore Street project. This amount of parking will provide:

- 20 spaces for the retail/office use.
- 24 spaces for the residential use (8 units), which provides 3 parking spaces per residential unit.

REVISED PLANS FROM ARCHETYPE PA

1. The building plans have been revised to provide added detail to the penthouses on the upper portion of the roof. This detail work includes enhanced cornice design & window trim. Archetype PA has provided close up views that are appended for the Board's review.

2. Archetype PA has modified the building design to open up the street front storefront at the building entry on India Street. The project team has also redesigned the landscaping and paving in the interest of developing a stronger dialog between first floor users and people passing by on India and Fore Street, thus helping to make the interior space be more connected to the exterior sidewalk activity.

3. Archetype PA has redesigned the north elevation to be in harmony with the western elevation. Archetype has maximized the amount of glazing we can provide under IBC Code for a building wall within 5 feet of the property line.

4. The board questioned the arbor detail over the top deck along India Street. In reviewing this detail it became apparent to Archetype that the elimination of this item was appropriate.

5. Exterior Finish Materials: In response to the Board's questions in regards to finish materials Archetype has provided the following information. The base of the building along Fore and India Street is predominately precast concrete and aluminum and glass storefront. Above this we have selected a mechanically attached brick. This is a real brick, cast as standard brick but ½ inch thick. This is attached to a hot dipped galvanized sheet and then grouted with a standard mortar mix. We will incorporate a drainage plane behind the brick which goes over a moisture barrier. We will be incorporating a colored mortar and also be calling out for bricks retuning at corner locations. This system will be designed to industry standards. The selection of this product is based upon less energy usage in making the brick, transporting the brick and less structure required to support full brick. The development of this technique has improved greatly over the past 10 years and we find it superior in the control of water penetration into the building compared with the full thickness brick cavity system.

   The EIFS material is also designed to industry standards with a full drainage plane behind the moisture barrier. This is only used on the cornice and some of the vertical and horizontal detail elements of the elevation, primarily the corner of India and Fore, it is also the finish material used on the elevation facing the parking garage. Archetype can use the example of 100 Middle Street, which they built in the mid-eighties. On that project all of the upper cornices were an EIFS product. Again as with the brick careful detailing and water control is the key to providing a cost efficient and long lasting product. Archetype believes that these products allow the architect to design an energy efficient building and when detailed and installed properly, a long life.

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Attachment B – Owner's Association Documents

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Section 4: Attachment F – Construction Management Plan

Section 5: Attachment G – Stormwater Management Plan

Section 6: Attachment H – Correspondence with Portland Water District

Section 7: Attachment I – Computations of Types & volumes of Solid Wastes for Construction Project

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1. DEVELOPMENT DESCRIPTION

1.1 PROJECT OVERVIEW

Bateman Partners, LLC has a purchase agreement to acquire a 6,947 s.f. parcel of land (identified by the City Tax Assessor as Tax Map, Block, and Lot #20-F-23) that is located on the northerly corner of the intersection of India Street and Fore Street. The applicant is proposing to construct a four-story mixed-use building. The ground floor will contain retail uses and the upper floors will contain eight (8) residential units.

The applicant is seeking Site Plan and Subdivision Approval from the City of Portland Planning Authority. The objective is to obtain all approvals by April of this year, if possible, to allow construction to commence during the spring of 2015.

1.2 PROJECT PURPOSE AND NEED

The proposed project provides an opportunity to develop a mixed-use building on an undeveloped parcel that has readily available access to utility infrastructure, including the access to the Ocean Gateway Garage through a leased parking agreement. The project's community benefits include the following:

Efficient reuse of a currently vacant lot.

Provide opportunity for expanded retail space in the waterfront area.

Provide additional residential units.

1.3 EXISTING CONDITIONS

The existing site is bounded to the southwest by India Street; to the southeast by Fore Street; to the northeast by the Ocean Street Garage; and the northwest by the Micucci's Grocery Market. The existing site was previously developed with a building associated with the American Hoist & Derrick Company; however, this building was previously razed with only remnants of the foundation visible on the site. After demolition of the former building, the building foundation was filled and the site graded to create a lawn area.

The land area slopes northwest to southeast towards Fore Street with approximately six (6) feet of grade differential. Most of the grade differential is along the India Street frontage. As mentioned previously, there are remnants of the former building foundation along India Street as well as a masonry wall along the northwesterly site boundary that forms a border to the Micucci parking lot. Finally, there is a portion of sheet pile wall within the northerly corner of the site that is believed to be a remnant of the temporary excavation system installed as part of the Ocean Gateway Garage development. The entire site is also enclosed with 6' high chain link fence.

Public utilities including water, sewer, natural gas, power and communications are readily available in the area. More information on utilities is provided in Section 7 of this application.

The street conditions around the block are described as follows:

Street Name	Roadway Description	On-street Parking	Sidewalk Description	Other
India Street	Approximately 41 foot wide paved way with two way traffic.	Yes. Observed parallel parking on the side of the street in front of the site.	Brick sidewalk on northerly end of site and bituminous sidewalk extending to Fore Street.	One catch basin located at intersection with Fore Street.
Fore Street	35 to 40 feet wide paved with two way traffic.	Yes. Observed parallel parking on the side of the street in front of the site.	Bituminous sidewalk in front of site. Brick sidewalk northeast of site in front of Ocean Gateway Garage.	

1.4 PROPOSED DEVELOPMENT

The development program includes the following components:

1.4.1 ON-SITE

The total building footprint is approximately 5,900 s.f. in size. The ground floor level will contain retail or office use with a total floor area of 4,427 s.f. The remaining ground floor area is associated with the utility\maintenance rooms for the building as well as the entry lobby, stairwells and elevator for the upper floors of the building. The second through fourth floors of the building will contain eight (8) residential units, including seven (7) two-bedroom units and one (1) three-bedroom unit. The fourth floor residential units will feature mezzanines. The building will not feature a basement.

The project developer is not seeking LEED designation, but the building will conform to the most current International Energy Conservation Code.

As shown on the Site Layout Plan (Sheet C-3.0), the proposed building will feature first floor commercial entrances on both India Street and Fore Street, and the entrance to the residential units will also be on Fore Street.

The proposed building will essentially fill the site. Exterior improvements include installation of new utility services to the building for water, sewer, natural gas, electric, telephone and communications. In addition, the proposed site improvements include installation of new street light fixtures (same style as recently installed as part of the City's Ocean Gateway Garage and Hancock Street developments) as well as replacement of the sidewalks along India and Fore Street with brick sidewalks. The applicant has secured parking within the Ocean Gateway Garage through a lease agreement; therefore, no new parking is proposed as part of the project.

1.4.2 OFF-SITE

No offsite improvements are proposed as part of the project.

1.5 LAND ORDINANCE REVIEW

1.5.1 OVERVIEW

The property currently lies within the City of Portland B-5b Urban Commercial Mixed Use District. The following Space and Bulk requirements apply to the B-5b Zone:

B-5b Zone Summary Dimensional and Parking Requirements Applied to 185 Fore Street		
Zoning Requirements	**Current B-5b Zoning Standard**	**Project Site Current Condition**
Minimum Lot Size	None	6,947 s.f.
Minimum Frontage	None	63.85' Fore Street
Minimum Front Yard	None	0.58' Fore Street
Minimum Side Yard	None	0.72'
Minimum Rear Yard	None	4.39'
Maximum Lot Coverage (Building Footprint)	100%	87%
Maximum Building Height	65 ft.	60'-4"
Parking Retail Use	1 space per 200 s.f. of first floor area in excess of 2,000 s.f. not used for bulk storage.	4,427 s.f. on first floor 12 parking spaces required
Parking Residential Use	1 space per unit	8 units 8 parking spaces required

1.5.2 SHORELAND ZONING

The site is not located within the Shoreland Zoning District.

1.6 STATE AND FEDERAL PERMITS

The project requires a Traffic Movement Permit from MaineDOT and State Fire Marshall Approval. The development is subject to Site Plan and Subdivision approval by the City of Portland and Building Permit(s) are also required.

1.7 EASEMENTS OR OTHER BURDENS

Owen Haskell, Inc. has recently completed the property survey and there are no known easements on the property. The project site is subject to the conditions of a previous environmental cleanup effort that was associated with the American Hoist and Derrick Company. The environmental restrictions on the parcel are in the form of restrictive deed covenant. The condominium declaration has been prepared by the Applicant's attorneys at Drummond Woodsum. A copy of the condominium declaration is provided as Attachment B.

1.8 TRAFFIC

The proposed "185 Fore Street" project, a retail and residential condominium project, is expected to generate approximately 14 vehicle trips during both the morning and afternoon peak hour time periods. The traffic evaluation and assessment of this project will be packaged with the larger "16 Middle Street" project and conducted as a single development project; including the application of and issuance of a MaineDOT Traffic Movement Permit (*Projects that generate in excess of 100 vehicle trips during any peak hour time period are required to obtain a Maine Department of Transportation Traffic Movement Permit (TMP)). A TMP application, which will include traffic generation of the proposed "185 Fore Street" project, is currently being prepared and will be submitted to City Staff by when it is available).* The combined trip generation of both proposed development projects is estimated at 139 vehicle trips during each peak commuter time period.

Manual turning movement counts have been performed between the peak commuter hours of 7:00 to 9:00 AM and 3:00 to 6:00 PM at the following locations and the data will be utilized in the performance of assessing the expected traffic impacts of both development projects:

1. India Street @ Fore Street
2. India Street @ Middle Street
3. Middle Street @ Hancock Street
4. Fore Street @ Hancock Street Extension

The most recent three-year roadway safety information (2011 through 2013) has been obtained from the Maine Department of Transportation's Safety Bureau for the study area roadway segments and intersections. Preliminary review of the data shows the frequency of traffic crashes is well below MaineDOT's threshold values for identification of a high crash location.

A Traffic Impact Study will be completed that combines the estimated peak hour trip generation of both proposed development projects. No changes to traffic patterns or offsite improvements are expected to be necessary as a result of the project.

1.9 SOILS/GEOTECHNICAL REVIEW

A recent geotechnical investigation has not been performed for the site; however, Summit Geoengineering Services has been retained to provide geotechnical recommendations for the proposed building. It is anticipated that the new building will be supported on conventional spread footings; however, the final geotechnical investigation work has not yet been completed.

1.10 NATURAL FEATURES

The development site does not contain any significant natural features including wetlands, vernal pools or other protected resources. The entire site parcel was previously developed; therefore, there are no historical nature areas or features remaining on the site.

1.11 UTILITIES AND STORMWATER

The proposed project will involve installation of new utility services to the building. All new utility services will be provided from the franchise utilities available within India Street. The proposed locations of the new utility services are shown on the Utility Plan (Sheet C-5.0 of the plan set). More information on proposed utility services is provided in Section 7 of this application.

The City maintains a drainage system in India Street including a catch basin on the corner of India Street and Fore Street. The runoff flow regime from the development site will continue to discharge to the surrounding street gutters. A new roof drain leader is also proposed to connect into the existing catch basin in India Street, which connects to the combined sewer/storm drain system. More information on stormwater runoff from the site is provided in Section 5 of this application.

1.12 ATTACHMENTS

Attachment A – Existing Site Photographs
Attachment B – Owner's Association Documents

ATTACHMENT A

Existing Site Photographs



PHOTO 1 – View of project site from Fore Street



PHOTO 2 – View from Fore Street of shared alley between project site (left) and Ocean Gateway Garage (right)

FAY, SPOFFORD & THORNDIKE
778 Main Street, Suite 8
South Portland, ME 04106
Toll Free: 800.835.8666
Main: 207.775.1121
Fax: 207.879.0896

Existing Site Photographs
185 Fore Street – Portland, ME
Photos Taken by Joe Laverriere on 04/30/14



PHOTO 3 – View of site from opposite side of intersection of India Street and Fore Street

FAY, SPOFFORD & THORNDIKE
778 Main Street, Suite 8
South Portland, ME 04106
Toll Free: 800.835.8666
Main: 207.775.1121
Fax: 207.879.0896

Existing Site Photographs
185 Fore Street – Portland, ME
Photos Taken by Joe Laverriere on 04/30/14

ATTACHMENT B

Owner's Association Documents

DECLARATION OF CONDOMINIUM
185 FORE STREET CONDOMINIUM

ARTICLE 1
DECLARATION OF CONDOMINIUM PROPERTY

This Declaration of 185 Fore Street Condominium ("Declaration") is executed by [Bateman Partners] LLC, a Maine limited liability company ("Declarant"), pursuant to the Maine Condominium Act, chapter 31 of Title 33 of the Maine Revised Statutes of 1964, as amended ("Condominium Act").

§1.1 Declaration of Property. The Declarant as the owner in fee simple of the land located at 185 Fore Street in the City of Portland, County of Cumberland and State of Maine described in **Exhibit A**, the buildings and improvements located thereon and subject to and together with all easements, rights, privileges and appurtenances thereto (collectively the "Property"), HEREBY SUBMITS the Property to the Condominium Act in accordance with this Declaration, and establishes a condominium as defined in Section 1601-103(7) of the Condominium Act ("Condominium") known as the 185 Fore Street Condominium. The name of the Unit Owners' association is the 185 Fore Street Owner's Association, a Maine nonprofit corporation (the "Association"). Initially, the Condominium consists of the Property and a Building consisting of 7 units known as Units 101, 201, 202, 203, 301, 302, 303, 401, and 402. Unit 101 shall be for commercial use, units 201, 202, 203, 301, 302, 303, 401, and 402 shall be used for residential purposes only.

As set forth in this Declaration, the Declarant reserves various Development Rights, Special Declarant Rights and easements, including without limitation the right to physically construct and legally create up to 10 Condominium Units with associated Limited Common Elements.

§1.2 Applicability. This Declaration shall govern the Property. All present and future owners, occupants and tenants, their guests, licensees, invitees, employees, agents, and any other person entering on the Property shall be subject to this Declaration, the Bylaws of the Association and to such Rules and Regulations of the Association, all of which shall be deemed to be covenants running with the land, and shall bind any person having at any time any interest in or entering upon the Property.

§1.3 Defined Terms. Capitalized terms not otherwise defined in this Declaration or on the Plat and Plans shall have the meanings specified in the Condominium Act or the Association's Bylaws.

§1.4 Interpretation. In the event of any conflict or discrepancy between this Declaration, the Bylaws, the Rules and Regulations, and the Plat and Plans, the provisions of this Declaration shall govern.

ARTICLE 2
DESCRIPTION OF PROPERTY

§2.1 Description of the Property. A legal description of the Property included in the Condominium is set forth in **Exhibit A**. The location and dimensions of the Property included in the Condominium are depicted on the Condominium Plat entitled "Condominium Plat of 185 Fore Street Condominium" dated _____ as amended by Owen Haskell, Inc. recorded in said Registry of Deeds in Plan Book ____, Page __ (the "Plat"), a reduced copy of which is attached hereto as **Exhibit B**.

§2.2 Location and Dimensions of Buildings and Units. The term "Building" means the building erected or to be erected on the Property containing one or more Units, as well as other improvements comprising a part of a building or intended to be used for purposes incidental to the use of a building. The proposed location and dimensions of the Buildings and other improvements which may be erected on the Property, including Common Elements, are shown on the Plat as depicted on **Exhibit B**.

The proposed location and dimensions of each Unit together with its appurtenant Limited Common Elements are depicted on the Floor Plans entitled "185 Fore Street Condominiums" dated _____ by Archetype Architects and recorded in said Registry of Deeds in Plan Book ____, Page ___ (the "Plans"), reduced copies of which are attached hereto as **Exhibit C**. The proposed location and dimensions of each Building and Unit are subject to change by the Declarant until such time as each Unit is legally created, and such improvements need not be built or may be built with configurations and locations different than those shown on the Plat and Plans, as further appears in Article 5 below.

§2.3 Recorded Plat and Plans. The original Plat and Plans and any amendments thereto shall be recorded with this Declaration in the Cumberland County Registry of Deeds.

§2.4 Condominium Documents. "Condominium Documents" means this Declaration, the Plat, the Plans, the Bylaws of the Association, and the Rules and Regulations adopted by the Board of Directors, and any amendments to any of the foregoing adopted from time to time.

§2.5 Easements. The Condominium is benefitted or encumbered by the following recorded easements and licenses appurtenant to or included in the condominium:

[LIST OF EASEMENTS AND LICENSES TO BE INSERTED]

ARTICLE 3
CONDOMINIUM UNITS

§3.1 Creation of Units and Subsequent Units. Units 101, 201, 202, 203, 301, 302, 303, 401, and 402 are created under this Declaration. Unit 101 shall be a commercial unit referred to as the "Commercial Unit" and Units 201, 202, 203, 301, 302, 303, 401, and 402 shall be residential units referred to collectively as the "Residential Units". Declarant

reserves development right to create additional units from the Commercial Unit, remove the Commercial Unit from the Condominium, or convert the Commercial Unit to common elements. Declarant retains no development rights with respect to the Residential Units.

§3.2 Description of the Units. "Unit" means a part of the Property designated for separate ownership or occupancy which has a direct exit to Limited Common Elements and Common Elements. For each Unit created from time to time pursuant to this Declaration, the identification number and approximate area are shown on the Plat and Plans of the Property as amended from time to time. Any internal room configuration shown on the Plans is illustrative only, and is not binding on an owner except that the structural support of the Building must be preserved.

Each Unit includes the following items:

(a) All interior partitions (excepting those portions thereof which are load-bearing), interior doors and interior stairways wholly within the Unit;

(b) Finish flooring, floor coverings, carpeting and the like, and finish wall and ceiling coverings (including paint, wallpaper, furring, gypsum board, moldings, and any other materials constituting any part of the finished surfaces thereof);

(c) Windows and doors providing access to the Common Elements including their locks, hardware and glass, but excluding their frames, thresholds and sills;

(d) Plumbing, kitchen and bathroom fixtures, the heating and ventilating equipment, water heaters, air conditioning systems and components thereof serving only a single Unit, if any, even if located outside of a Unit's boundaries, water heaters, kitchen appliances, and any fireplace(s) or hearth(s) provided that only propane, and no wood or other solid fuels, may be burned therein;

(e) Electrical wiring, equipment outlets and lighting devices from the point where the feed wire enters the Unit's circuit breaker distribution box inwards, and portions of water and sewer utility lines, pipes and equipment serving only that Unit and located within its general boundary lines as herein described; and,

(f) The interior of the attics, and, if a part of the unit, the basement.

A Unit generally does not include: the exterior walls, the roof, rafters and foundation, land; the pipes, wires, conduits, flues, ducts, pipes, or other heating and utility lines running through a Unit which serve more than one Unit or which serve the Common Elements or which serve another Unit.

Each Unit and the Common Elements shall have any easement for lateral and subjacent support from every other Unit and the Common Elements, and shall have the easement for encroachments established under Section 1602-114 of the Condominium Act. In addition, each Unit Owner has an unrestricted, perpetual right of ingress and egress to his or her Unit, which automatically transfers with a transfer of title to the Unit. Any conveyance, encumbrance, judicial sale, or other transfer (whether voluntary or involuntary) of an interest in the Common Elements shall be void unless the Unit to which that Common Element interest is allocated is also transferred.

§3.3 Unit Boundaries. The boundaries of each Unit subsequently created under this Declaration shall be shown on the Plat and Plans, and shall consist of:

(a) *Horizontal Boundary*. The upper and lower boundaries of each Unit are generally the following boundaries extended to an intersection with the vertical (perimeter) boundaries:

1. Upper Boundary: The planes at the lower surfaces of the roof or dormer rafter lines which directly support the roof sheathing, including the upper (outside) side of the gypsum board of the ceiling and any other materials constituting any part of the finished surfaces thereof, if any, extending to the intersection with the vertical boundaries.

2. Lower Boundary: The horizontal plane at the upper surface of the undecorated surface of the basement concrete floor slab extending to the intersection with the vertical boundaries.

(b) *Vertical Boundaries*. The vertical boundaries of each Unit shall be the vertical planes at the stud line at the exterior or outer-most surface of the gypsum-board, sheetrock, or other wall materials forming its exterior or common walls, extended to the intersections with each other and with the horizontal boundaries.

(c) *Interior Finishes.* The Unit shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, wallpaper, finished flooring and any other materials constituting any part of the finished surfaces thereon located within the boundaries of the Unit.

(d) *Interior Space.* All other spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

(e) *Relocation.* Relocation of boundaries between Units is permitted by amendment to the Declaration in compliance with the provisions of the Condominium Act. The subdivision of Units is not permitted.

§3.4 Allocated Interests. The term "Allocated Interests" means the Common Element Interest, the Residential Common Element Interest, the Common Expense Liability, the Residential Common Expense Liability, and the voting rights in the Association allocated to each Unit pursuant to this Declaration. The term "Common Element Interest" means the percentage of undivided interest in the Common Elements appurtenant to each Unit. The term "Common Expense Liability" means the allocation to each Unit of the respective liability for Common Expenses. The term "Residential Common Element Interest" means the percentage of undivided interest in the Residential Common Elements appurtenant to each Residential Unit. The term "Residential Common Expense Liability" means the allocation to each Unit of the respective liability for Residential Common Expenses. Generally the Common Expense Liability and Residential Common Expense allocated to a Unit is a percentage equal to the Common Element Interest or Residential Common Element Interest appurtenant to such Unit. The Allocated Interests of each Unit shall be set forth in **Exhibit D.**

The percentage of each Unit's Common Element Interest and Common Expense Liability is allocated by a formula represented by a fraction wherein the numerator is 1 and the denominator is the total number of Units which have been created in the Condominium subject to rounding in order to permit ease of administration, provided however that the percentage stated in **Exhibit D** (as it may be amended) shall prevail in any event. Each Unit shall each have one vote in the Association on a formula of one vote per Unit to permit equality among Units.

The percentage of each Residential Unit's Residential Common Element Interest and Residential Common Expense Liability is allocated by a formula represented by a fraction wherein the numerator is 1 and the denominator is the total number of Residential Units which have been created in the Condominium subject to rounding in order to permit ease of administration, provided however that the percentage stated in **Exhibit D** (as it may be amended) shall prevail in any event.

§3.5. Alterations by Unit Owner. Subject to this Declaration, the Bylaws and the Rules and Regulations of the Association as amended from time to time, a Unit Owner may make nonstructural improvements and alterations within the interior of the Unit. However, no Unit Owner may make any improvements or alterations or do any work whatsoever which would impair the structural integrity or mechanical systems or the walls separating units or life safety systems of a Building, lessen the support of any portion of the Condominium, or jeopardize the soundness or safety of the Property.

No Unit Owner shall alter any of the Common Elements or paint or otherwise change the appearance of the Common Elements (including without limitation the Limited Common Elements) or paint or otherwise change the exterior appearance of the Unit (including, but not limited to, the exterior surfaces of doors or windows leading to a Common Element or a Limited Common Element) or any other portion of the Condominium, without the prior written approval of the Board of Directors of the Association.

ARTICLE 4
COMMON ELEMENTS, LIMITED COMMON ELEMENTS

§4.1 Common Elements. "Common Elements" means the entire Property other than the Units, and includes:

i. The land, together with the benefit of and subject to all the accompanying rights and easements described in Exhibit A, and all landscaping, vegetation, trees and drives;

ii. The foundations, roof, exterior walls, chimneys, flues and all structural and load bearing portions of the buildings;

iii. All utility lines, pipes, wires, electrical and transmission wires and conduits, any life safety systems, distribution pipes, pumping station, and water and sewer utility lines which serve more than one Unit or which serve one Unit only but are located outside its boundary line (excepting

lines and equipment owned by public and municipal utilities and tanks and lines owned by the propane supplier); and

iv. All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use, except as otherwise expressly provided in this Declaration.

§4.2 Limited Common Elements. "Limited Common Elements" means those portions of the Common Elements where the exclusive use is reserved to one or more, but fewer than all, of the Units in accordance with this Declaration. "Residential Limited Common Elements" means those portions of the Common Elements where the exclusive use is reserved to the Residential Owners. Limited Common Elements and Residential Limited Common Elements consist of the following:

i. water, sewer or other utility lines, water heaters, electrical circuit breaker boxes and other fixtures designed to serve a single Unit but which are not a defined part of the Unit are Limited Common Elements allocated exclusively to that Unit;

ii. the exterior deck or patio areas, walks, and the porch areas, shown and assigned as Limited Common Elements on the Plans;

iii. any door steps, stoops, thresholds, doors and windows and their frames and sills and any other fixture designed to serve a single Unit but located outside its boundary, and the chimney, and flue, servicing a Unit;

iv. the air space above a Unit and the land and foundation below a Unit;

v. storage closets designated by unit number allocated to each of the Residential Units;

vi. trash and recycling room, mailboxes and vestibules located on the first floor, the elevator, stairways, and hallways on the second, third, and fourth floors, and the garage access on the third floor all as depicted on the Plans and allocated as Limited Common Elements to the Residential Units; and

vii. the portions of the Property shown on the Plat and Plans or as described as Limited Common Elements pursuant to Section 1602-102(2) and (4) of the Condominium Act.

The allocation of Limited Common Elements cannot be altered except in compliance with the Condominium Act, and with the written consent of the Owners and Mortgagees of record of the Units affected by the reallocation of Limited Common Elements.

Unit Owners having the exclusive right to use terraces or balconies may, at their sole cost and expense, install certain planters and/or privacy barriers with the prior written consent of the Homeowner's Association, which consent shall not be unreasonably withheld, conditioned or delayed.

§4.3 Common Elements to Remain Undivided. The Common Element Interest of a Unit shall be inseparable from each Unit, and any conveyance, lease, devise or other disposition and any mortgage or other encumbrance of any Unit shall include the Common Element Interest, whether or not expressly referred to in the instrument making such transfer. The Common Elements shall remain undivided and no action for partition or division of any party shall be permitted, unless otherwise provided by law and permitted by this Declaration.

§4.4 Connection of Adjoining Units and Limited Common Areas. If the record owners of the subject Unit(s) affirmatively elect, with the written approval of the Board of Directors of the association based on each owner's compliance with the standards set forth hereinafter, all to be evidenced by a recorded instrument duly executed and acknowledged, that portion of the Common Elements located between the boundary lines of adjoining Units or located between a Unit and an adjoining Limited Common Element (with the consent of any other Units sharing the same), may be thereby subjected to an easement in favor of each such Unit respectively running to the midpoint of the space between each Unit or to the Limited Common Element for the removal and alteration of any intervening partition and the creation of apertures therein for passage back-and forth between the two Units or to the Limited Common Element, and for the installation of stairs, doors, windows and frames appurtenant thereto. The owners shall be strictly liable for any resulting damage. At all times after such election each Unit Owner: shall preserve and maintain the structural integrity and architectural style, the mechanical and utility systems, and the support of all portions of the Property; and shall strictly comply with all fire, building code and other governmental laws, ordinances and requirements. Any such Unit Owner or his respective heirs, mortgagees or assigns, may at any time revoke such election by instrument duly executed and acknowledged served on the other such owners and duly recorded, and thereafter may seal up passageways and/or remove the stairs, doors and their frames, and/or install a permanent wall, floor ceiling or other partitions, at all times preserving the structural integrity, the mechanical and utility systems and support of all portions of the Property. Nothing contained herein shall be deemed to merge or otherwise affect the separate identity, configuration or the boundaries of said Units.

§4.5 Alteration of Common Elements by the Declarant. Until all Units have been sold and the Declarant's obligations under purchase and sale agreements for all Units have been satisfied, the Declarant reserves the right to modify, alter, repair or improve portions of the Common Elements, including without limitation, any equipment, fixtures and appurtenances, and further reserves an easement over the Common Elements in order to discharge its obligations and exercise any Declarant Rights, whether arising hereunder or under the Condominium Act.

ARTICLE 5
DECLARANT'S RIGHTS

§5.l Development Rights. The Declarant reserves the rights:

(a) Until the construction, marketing and sale of all Units is completed, including

any future Units which may be created hereunder, to locate in the Common Elements and Units of the Property, even though not depicted on the Plat and Plans, and grant and reserve easements and rights-of-way for the installation, maintenance, repair, replacement and inspection of public utility lines, wires, pipes, conduits and facilities servicing or burdening the Property including, but not limited to, water, electric, telephone, cable television, fuel, sewer, and surface and subsurface drainage, provided however that no such easement shall be effective until of record, that no such easements may be granted through Units sold by Declarant to third party who is not a successor Declarant and that the Common Elements shall be promptly restored upon installation and repair;

(b) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction and sales purposes, provided that the Declarant shall be responsible for the cost of services so used;

(c) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to use the Common Elements for ingress and egress, for the construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units or Common Elements including without limitation the movement and temporary storage of construction materials and equipment, the right of vehicular and pedestrian access, the right to park motor vehicles, and for the installation of signs and lighting for sales and promotional purposes;

(d) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to operate and relocate construction, sales, leasing and management offices; permit prospective tenants, purchasers, lenders, appraisers, and others to visit the offices and use the Common Elements and use unsold Units for construction, sales, leasing and display purposes;

(e) Appoint and remove members of the Board of Directors and Officers of the Association in accordance with Section 6.2 of this Declaration;

(f) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to approve of the creation of easements between adjoining Units or between a Unit and an adjoining limited common element in accordance with Section 4.4 of the Declaration in accordance with the standards set forth therein;

(g) Until the expiration of any applicable warranty established by law or agreement, the Declarant, its contractors, agents and employees shall have the right of entry into a Unit to perform warranty-related work, whether for the benefit of dun Unit or any other Unit;

(h) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to grant easements;

(i) Those rights established under Section 4.5 of the Declaration;

(j) To a create additional units from the Commercial Unit, remove the

Commercial Unit from the Condominium, or convert the Commercial Unit to common elements;

(k) Those rights established under the Condominium Act.

The exercise of Development Rights shall be subject to the following restrictions:

i. No changes shall be made to the site plan and subdivision approval by the City of Portland Planning Board on _____ and the recorded site plan of 185 Fore Street Condominium by Owen Haskell, Inc. duly recorded in said Registry of Deeds in Plan Book___, Page ___ unless any applicable approval is received pursuant to the City of Portland's Land Use Ordinances to the extent applicable.

ii. Declaration of Covenants.

§5.2 Assignment. All or any part of the rights, powers or reservations of Declarant contained in this Declaration may be assigned by Declarant to any person or entity which will assume the duties and obligations of Declarant related to the rights, powers or reservations assigned. Upon the recording of an assignment of such rights, powers or reservations pursuant to which the assignee assumes the duties and obligations of Declarant related thereto, the assignee shall become a successor Declarant as to such rights, powers or reservations assigned and shall have the same rights and powers and be subject to the same duties and obligations as are given to and assumed by Declarant herein, and Declarant shall be relieved from all liability with respect to the rights, powers, reservations, duties and obligations hereunder which are assumed by the assignee.

§5.5 Amendment, Waiver, Etc.

This ARTICLE 5 and Sections 4.4 and 4.5 shall not be amended or waived without the consent of the Declarant duly recorded in said Registry of Deeds.

The rights and benefits of ARTICLE 5 and all other rights of Declarant set forth in this Declaration, the Bylaws or otherwise, as amended from time to time, may be transferred in whole or part by recorded instrument specifically referring to this Section and executed by Declarant and its successor or assignee.

The Declarant shall have the right to waive the Development and Special Declarant Rights reserved hereunder in whole or part by an written instrument provided that such waiver shall only be effective upon recording in said Registry of Deeds and such waiver shall be subject to the limitations of Section 1603-103(d) of the Act regarding Declarant Control of the Association.

ARTICLE 6
CONDOMINIUM ASSOCIATION

§6.1 The Association. The term "Association" means the association of the Unit Owners organized pursuant to Section 1603-101 of the Condominium Act as a nonprofit corporation under the Maine Non Profit Corporation Act. The membership of the

Association at all times shall consist exclusively of all Unit Owners, or in the event of a termination of the Condominium as provided in the Condominium Act, of all former Unit Owners entitled to distributions of proceeds, or their heirs, successors or assigns. Persons having an interest in a Unit solely as security for an obligation shall not be considered members.

Each Unit Owner shall automatically become a member of the Association, which membership shall continue as long as she or he continues as a Unit Owner, and upon the termination of the interest in the Condominium, his or her membership and any interest in the assets of the Association shall be automatically transferred and inure to the next Unit Owner or Owners succeeding him in interest.

The Association shall have all the powers granted pursuant to its Bylaws, the Condominium Act and the Maine Non Profit Corporation Act.

§6.2 Board of Directors Powers; Declarant Control Period. Except as otherwise provided in Section 1603-103(b) of the Condominium Act, the Board of Directors may act on behalf of the Association and shall have all of the powers necessary or appropriate for the administration of Association.

During the Declarant Control Period, the Board of Directors shall be composed of three (3) natural persons. The term "Declarant Control Period" means the period which extends from the date of the recording of this Declaration until the earlier of (a) seven (7) years following the conveyance of the first Unit to a Purchaser or (b) sixty (60) days after the conveyance of 75% of the Units, other than a conveyance to a successor Declarant. The Declarant shall have the right during the Declarant Control Period to appoint, remove and replace from time to time any and all members of the Board of Directors, and officers of the Association, without the necessity of obtaining resignations. The directors appointed by the Declarant need not be Unit Owners.

Following the expiration of Declarant Control Period, the affairs of the Association shall be governed by a Board of Directors composed of no less than three (3) and no more than seven (7) natural persons, the exact number of which shall be established by the Bylaws of the Association. A majority of the members at the Board of Directors shall be Unit Owners or spouses of Unit Owners or in the case of a Unit Owner which is a corporation, limited liability company, partnership, trust or estate or other legal entity, a designated agent thereof.

The transition from Declarant-appointed members of the Board of Directors to the Unit Owners generally shall occur no later than the earlier of (a) sixty (60) days after the conveyance of 75% of the Units to purchasers other than a successor Declarant, or (b) seven (7) years following conveyance of the first Unit to a Purchaser, or (c) at such earlier date as the Declarant in its sole discretion shall specify. Prior to the expiration of the Declarant Control Period, a transition meeting of the Association and a transition election shall be held at which all of the members of the Board of Directors and officers of the Association appointed by the Declarant shall resign, and the Unit Owners, including the Declarant if the Declarant owns any Units, shall thereupon elect a Board of Directors to act

in the place and stead of those resigning.

By written notice duly recorded in said Registry of Deeds specifically referring to this Section, the Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors prior to the termination of the Declarant Control Period, but in that event the Declarant may require, for the duration of the Declarant Control Period that specified actions of the Association or Board of Directors, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before such action can become effective.

§6.3 Bylaws. The initial bylaws of the Association are attached hereto as **Exhibit E**.

§6.4 Rules and Regulations. The Board of Directors shall have the power from time to time to adopt, amend and enforce Rules and Regulations relative to the operation, use and occupancy of the Units and the Common Elements, consistent with the provisions of this Declaration, Bylaws and the Condominium Act including, but not limited to, the appointment of such committees and the enactment and enforcement of such enforcement procedures and penalties for violations as the Board of Directors shall deem appropriate. Any such Rules and Regulations shall be adopted or amended, by means of appropriate resolutions duly approved by the Board of Directors. Notice of such Rules and Regulations and any amendment thereto shall be sent to each Owner or occupant of a Unit promptly after the adoption thereof, and shall bind all Owners, their heirs and assigns, any all tenants, invitees, guests and other persons entering upon the Property.

§6.5 Parking. The Association shall have the right and responsibility to assume that certain Parking Lease dated May 1, 2013 by and between Ocean Gateway Garage, LLC and East India Land Company LLC (the "Parking Lease"). The Association shall fulfill all of the Tenant's obligations thereunder, including payment of fees for parking assessable against a Unit Owner. The Association shall establish rules regarding the allocation of parking spaces to Unit Owners and with respect to the obligation of Unit Owners to make payments required under the Parking Lease, which payments shall not be deemed common expenses by may be separately assessed against a Unit Owner who fails to make such payments as may be required.

ARTICLE 7
COMMON CHARGES AND ASSESSMENTS

§7.1 Common Expenses and Service Charges. "Common Expenses" include, but are not limited to, such costs and expenses established by the Condominium Act, by this Declaration, by the Bylaws, or by the Board of Directors in connection with the administration, operation, maintenance and repair of the Condominium and the Property and the rendering to Unit Owners of all related services.

"Limited Common Expenses" means the Common Expenses associated with the maintenance, repair or replacement of a Limited Common Element, which shall be assessed

against the Units to which the appurtenant Limited Common Element is assigned in proportion to the relative Common Expense Liabilities of such Units, as the Board of Directors may periodically establish and determine. If all Units have similar Limited Common Elements, then all Units shall pay such expenses in accordance with their Common Expense Liabilities.

"Residential Limited Common Expenses" means the Common Expenses associated with the maintenance, repair or replacement of the Limited Common Elements allocated to the Residential Units, which shall be assessed against the owners of Residential Units in proportion to the relative Residential Common Expense Liabilities of such Units, as the Board of Directors may periodically establish and determine.

"Service Charges" means charges for services benefiting fewer than all the Units, which area assessed exclusively against the Unit or Units benefited in accordance with the use of such services as permitted by Section 1603-115(c) of the Condominium Act and the Bylaws.

All expenses for the administration, operation, maintenance and repair of the condominium and the Property shall be borne by the Unit Owners, by means of assessments as set forth herein. In accordance with the requirements of the City of Portland Planning Board, the City of Portland shall have no responsibility whatsoever to provide services in connection with such administration, operation, maintenance and repair.

§7.2 Allocation and Payment of Assessments of Common Expenses. The total amount of common expenses shall be assessed to the Units as follows.

(a) The Common Expenses that are not otherwise assessed as Limited Common Expenses, Residential Limited Common Expenses, or Service Charges shall be assessed against all the Units in proportion to the relative Common Expense Liabilities and Residential Common Expense Liabilities as set forth herein.

(b) If the Board of Directors determines that a Limited Common Expense benefits more than a single Unit in a manner which is not uniform among all Units, then such Limited Common Expense shall be assessed solely against the benefited Units benefited in proportion to the relative Common Expense liabilities of such Units as between themselves, all as the Board of Directors may periodically determine. If a Limited Common Expense only benefits a single Unit, that Limited Common Expense shall be assessed solely against the Unit benefited, as the Board of Directors shall determine.

(c) For electricity, telephone and cable television services, and, if separately metered, water and sewer, each Unit Owner shall promptly pay the bills for such services consumed or used in his or her Unit. Any electricity serving the Common Elements, and water and sewer if not separately metered shall be assessed to each Unit as a Common Expense, subject of the right of the Association to submeter and then separately charge for water and sewer services supplied to the Units as Service Charges.

Fuel shall be supplied through public utilities. Such utilities shall be separately billed to each Unit pursuant to a supply contract with the Association, and in accordance with such rules and regulations as may be established from time to time by the Association.

(d) Each Unit is subject to a lien in favor of the Association for the unpaid Common Expenses, Limited Common Expenses, Service Charges and penalties, fines, interest and costs of collection including reasonable attorneys' fees, all as provided in the Condominium Act, the Declaration and the Bylaws.

(e) In any event no later than 60 days after the first Unit is conveyed, all Unit owners including the Declarant shall commence paying monthly common charges to the Association for all Units which have been legally created and submitted to the Condominium.

§7.3 Service Charges. The Association shall have the express power to separately assess a Unit and the owner thereof as a "Service Charge" for services rendered to that Unit. Such Service Charge assessments shall constitute a lien on the Unit with the same status as a lien for Common Expense liability assessments under the Condominium Act, this Declaration and Bylaws, which lien for service charges may be foreclosed in like manner as a mortgage on real estate. The recordation of this Declaration constitutes record notice of the lien.

§7.4 Payment of and Lien for Assessments, Service Charges, Fines, Etc.

(a) Each Unit Owner shall pay to the Association or its designee the following amounts: (i) on the first day of each month or on such other date that the Board of Directors may determine, one-twelfth (1/12th) of the common charges for Common Expenses including Limited Common Expenses, and Service Charges and revised Common Expenses including revised Limited Common Expenses, assessed against his Unit; (ii) all special assessments and any other sums duly levied against the Unit pursuant to this Declaration, the Bylaws, the Rules and Regulations or the Condominium Act which are assessed against Unit Owners; and (iii) fines, penalties and fees as provided by this Declaration, the Bylaws or the Condominium Act, all interest and late charges and legal fees and other costs of collection thereof.

If for any reason the Association shall revise its annual budget and as a result the Common Expenses or Limited Common Expenses are increased, then commencing on the next day assessments are due each Unit Owner shall pay to the Association or its authorized representative such revised annual Common Expenses, including Limited Common Expenses, assessed against his Unit.

(b) The total annual assessment levied against each Unit for Common Expenses, Limited Common Expenses, Service Charges, any special assessment, other sums duly levied against the Unit pursuant to this Declaration, the Bylaws, the Rules and Regulations, or the Act, all interest and late charges, all legal fees and other costs of collection thereof, and all fines, penalties and fees as provided in this Declaration or the Bylaws: (i) shall constitute the personal liability of the Owner of the Unit so assessed; and (ii) shall, until fully paid, constitute a lien against the Unit in favor of the Association as provided in Section 1603-116 of the Condominium Act.

Such lien is prior to all other liens and encumbrances on a Unit except (a) liens and encumbrances recorded before the recordation of this Declaration, (b) a first priority

mortgage recorded before or after the date on which the assessment sought to be enforced becomes delinquent, and (c) statutory liens for real estate taxes and other governmental assessments or charges against the Units; provided, however, that such lien is not subject to the provisions of 14 M.R.S.A. Section 4651 and 18-A M.R.S.A. Section 2-201, *et seq.*, as they or their equivalents may be amended or modified from time to time.

If any assessment is payable in installments, upon a default by such Unit Owner in the timely payment of any two (2) installments in any fiscal year, the maturity of the remaining total of the unpaid installments may be accelerated at the option of the Board of Directors, and the entire balance of the assessment may be declared due and payable in full.

(c) The lien for assessments described in subparagraph (b) may be enforced and foreclosed by the Association in like manner as a mortgage on real estate as provided in the Condominium Act, or by any other means presently or hereafter provided by law or in equity. A suit to recover a money judgment for unpaid assessments, interest, fines, penalties, and costs of collection may be maintained against the Unit Owner personally without foreclosing or waiving the lien securing such assessments, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

(d) Upon a default in the payment of any amount due the Association or a violation of any provision of the Condominium Act, this Declaration, the Bylaws, or the Rules and Regulations of the Association, which violation continues after reasonable notice from the Association to the Unit Owner, then that Unit and its occupants may be excluded from the use and enjoyment of any and all of the Common Elements not essential to access to the Unit, in addition to all other remedies available to the Board of Directors.

§7.5 Liability. Multiple owners of a Unit shall each be jointly and severally liable for all Common Expenses, Limited Common Expenses, special assessments, Service Charges, interest, fees, penalties and costs of collection. A grantee shall not be prevented from exercising any right to recover from the grantor such amounts paid for those assessments, common charges, etc. arising prior to the conveyance. A grantee or proposed purchaser for a Unit under a purchase and sale contract may obtain a statement from the Association setting forth the amount of unpaid common charges, assessments and service charges, late fees, interest and costs of collection against the Unit and such other items required by the Condominium Act, upon payment of such fee as may be established from time to time by the Board of Directors. The grantee shall not be liable for, and the Unit conveyed shall not be subject to a lien for any unpaid amounts due from the grantor before the statement date in excess of the amount set forth in the statement except interest, late fees and costs of collection accruing thereafter.

§7.6 Budget. The proposed budget adopted by the Association's Board of Directors shall be adopted unless rejected by a two-thirds (2/3) vote of all Unit Owners.

§7.7 Working Capital Fund. The Declarant shall establish a segregated working capital fund for the Association equal to $1,000 per Unit, to be paid by each Unit purchaser at the initial transfer of title by the Declarant to the purchaser and shall be paid to the Association. Such fund shall be held in a segregated account, owned by and in the name of the Association, established at a Maine financial institution insured by the Federal

Deposit Insurance Corporation or other equivalent federally sponsored insurance. No purchaser shall be entitled to a refund of such monies from the Association upon any subsequent transfer of a Unit.

ARTICLE 8
MAINTENANCE AND USE

§8.1 General Maintenance Responsibilities. The Units and Common Elements shall be maintained and repaired by each Unit Owner and the Association in accordance with the provisions of Section 1602-107 (a) of the Condominium Act.

§8.2 Maintenance of Common Elements. Generally the Association shall be responsible for the maintenance, repair and replacement of the Common Elements, including but not limited to snowplowing, street lighting and trash pickup (unless provided by the municipality), all as determined by the Board of Directors. If such repair or replacement of the Common Elements shall be necessitated by the negligence, neglect or misconduct of fewer than all of the Unit Owners, in which case such cost shall be assessed to the Unit Owners responsible as a Service Charge.

§8.3 Maintenance of Limited Common Elements. Generally the Association shall maintain, repair and replace the Limited Common Elements, including the Residential Limited Common Elements, all as determined by the Board of Directors. The Association may elect to wash exterior windows and assess the Units therefore as a Service Charge or as a part of the general Common Charges.

The Association may assess Limited Common Expenses applicable to particular Unit(s) to such Unit(s) if the item giving rise to the expense shall be uniquely for the benefit of such Unit(s) only. Without limiting the generality of the foregoing, all expenses associated with maintaining, repairing, replacing, decorating and furnishing the Residential Limited Common Elements shall be borne solely by the Residential Owners. If such repair or replacement of the Limited Common Elements or Residential Limited Common Elements shall be necessitated by the negligence, neglect or misconduct of fewer than all of the Unit Owners, in such instance the cost shall be assessed to the Unit Owners responsible as a Service Charge.

Provided however that each Unit Owner shall maintain the interior and exterior surfaces of door and window glass and remove snow and ice from the steps and deck Limited Common Elements appurtenant to the Unit, but the Association may elect to wash exterior windows and remove such ice and snow and assess the Unit therefore as a Service Charge or as a part of the Common Charges.

§8.4 Maintenance of Unit/Repair Responsibility. Each Unit Owner shall keep and maintain her or his Unit and its equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition, whether such maintenance and repair shall be structural or nonstructural. Each Unit Owner shall do all redecorating, painting and varnishing which at any time may be necessary to maintain the good appearance and condition

of such Unit. The Unit Owner shall maintain the interior surface of windows in the Unit, including periodic washing. No Unit Owner shall deposit any trash, dirt, debris or other substance from the Unit onto the Common Elements or Limited Common Elements, except in designated trash disposal areas.

The Board of Directors may adopt Rules and Regulations requiring the Unit Owners periodically to replace water heaters and washing machine hoses.

Each Unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from his failure or negligence to make any of the repairs required by this Article. Each Unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors or the managing agent any defect or need for repairs for which the Association is responsible.

To the extent that any damage to a Unit is covered by the Association's insurance, the Unit Owner shall be responsible for (i) payment of the first $250 of the insurance deductible, if any (or such other amount established by the Rules and Regulations) and for (ii) uninsured damage to any Common Element for which the Unit Owner is otherwise responsible due to the fault or negligence of the Owner.

§8.5 Liability of Owner. Each Unit Owner shall be liable, and the Association shall have a lien against his Unit for, all costs of maintaining, repairing or replacing any portion of another Unit or of the Common Elements including Limited Common Elements to the extent that such costs are caused by or attributable to such Unit Owner's act, neglect or carelessness or by that of such Unit Owner's guests, employees, agents, lessees, invitees, or their pets. The Association shall have the right to repair any damage so caused, to cure or correct the cause of the damage and to maintain or replace such damaged Unit or Common Element to the extent the Association deems necessary and appropriate. Such liability shall include any increase in insurance rates occasioned by uses, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed to modify any waiver by insurance companies of rights or subrogation against such Unit Owner.

§8.6 Use and Occupancy Restrictions on Residential Units. Each Residential Unit shall be occupied and used subject to the following restrictions:

(a) *Single Family Residential Use.* No Residential Unit shall be used or occupied for any purpose other than for single family residential purposes, provided, however, that an occupant of a Residential Unit may conduct business activities within the confines of such Residential Unit so long as no signs are displayed, the Residential Unit is not used for meeting with customers or third parties, and there is no noticeable increase in deliveries. Provided however that nothing in this Declaration or the Bylaws shall be construed to prohibit the Declarant from exercising any easements and Special Declarant Rights reserved by the Declarant, including without limitation promotional, marketing or display purposes, sales of Units and for customer service purposes, or from leasing Units owned by Declarant as provided in this Declaration.

(b) *Insurance.* No activities shall be carried on or materials used or kept in any Residential Unit or the Residential Common Elements that will increase the rate of insurance for

the Property, or any part thereof, without the prior written consent of the Board of Directors. No Residential Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the property, or any part thereof, or which would be in violation of any law, regulation or administrative ruling. No waste may be committed on or to the Common Elements.

(c) *Nuisance/ Hazard.* No Unit shall be used so as to create a nuisance or an unreasonable interference with the peaceful possession or proper use of any other Unit or the Common Elements.

No owner or occupant of any Unit shall carry on, or permit to be carried on, any practice which unreasonably interferes with the quiet enjoyment and proper use of another Unit or the Common Elements by the Owner or occupant of any other Unit, or which creates or results in a hazard on the Property.

(d) *Pets and Animals.* Except for household pets permitted below, the maintenance, keeping, boarding and/ or raising of animals, including without limitation, laboratory animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited within any Residential Unit or upon the Common Elements. A Residential Unit Owner may keep within such Unit up to one dog, two cats and a reasonable number of other ordinary household pets in a Residential Unit subject to the Rules and Regulations as established from time to time by the Board of Directors. In any event all pets and animals shall be restrained so as not to become noisome, bothersome or offensive to other persons, as determined by the Board of Directors. No dogs, cats or other pets shall be permitted outside of a Unit except on a leash attended by a responsible person. Pet owners shall promptly clean up the droppings left by their pets.

The Association shall have the power to further regulate the keeping of pets and animals under the Bylaws or Rules and Regulations of the Association as promulgated or amended from time to time. Upon notice and opportunity to be heard, the Board of Directors may expel any offending pets and animals from the Property.

(e) *Fire Safety and Noise Control.* No person shall impair nor remove any acoustical, sound deadening, or fire-resistant material from the walls, floors or ceilings of a Unit without replacing the same with materials of equal or greater such qualities.

Only propane may be used in a fireplace or heating stove, and no wood, coal or other solid fuel may be burned therein.

(f) *Trash.* Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed in Rules and Regulations established by the Board of Directors. No articles of personal property belonging to any Residential Unit Owner shall be stored in any portion of the Common Elements.

(g) *Electrical.* No Unit Owner shall overload the electrical wiring in the Condominium. No Unit Owner shall operate any machines, appliances, accessories or equipment in such a manner as to cause, in the judgment of the Board of Directors, as appropriate, an unreasonable disturbance or make any alterations, repairs or modifications to

or connection with the electrical or plumbing systems without the prior written consent of the Board of Directors, as appropriate.

Additional major appliances may not be installed in a Unit without the prior written consent of the Board of Directors.

(h) *Governmental Requirements.* All Unit Owners, their families, guests and invitees shall comply with and conform to all applicable laws and regulations of the State of Maine, and all ordinances, rules and regulations of the City of Portland. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

§8.7 Use and Occupancy Restrictions on Commercial Unit. The Commercial Unit shall be occupied and used subject to the following restrictions:

(a) *Commercial Use.* The Commercial Unit may be used for commercial purposes, consistent with applicable zoning and code requirements imposed by the City of Portland. Notwithstanding the foregoing, the Commercial Unit shall not be used as a restaurant, bar, nightclub or other business which serves food and/or beverage. Furthermore, the Commercial Unit shall be open for normal business hours consistent with other businesses located within the general area of the Condominium.

(b) *Nuisance/ Hazard.* The Commercial Unit shall not be used or operated so as to create a nuisance or an unreasonable interference with the peaceful possession or proper use of any Residential Unit or the Common Elements.

The Commercial Unit owner shall not carry on, or permit to be carried on, any practice which unreasonably interferes with the quiet enjoyment and proper use of the Residential Units, or which creates or results in a hazard on the Property.

(c) *Fire Safety and Noise Control.* The Commercial Unit Owner shall not impair nor remove any acoustical, sound deadening, or fire-resistant material from the walls, floors or ceilings of a Unit without replacing the same with materials of equal or greater such qualities.

(d) *Trash.* Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed in Rules and Regulations established by the Board of Directors. No articles of personal property belonging to any Residential Unit Owner shall be stored in any portion of the Common Elements.

(e) *Governmental Requirements.* All Commercial Unit Owners, their employees, guests and invitees shall comply with and conform to all applicable laws and regulations of the State of Maine, and all ordinances, rules and regulations of the City of Portland. A violating Commercial Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

§8.8 Use of Common Elements. Subject to this Declaration, the Bylaws or by the Rules and Regulations adopted from time to time by the Board of Directors pursuant to its

powers, each Unit Owner, occupant, tenant, guest, visitor and invitee may use the Common Elements in common with all other Unit Owners and their occupants, tenants, guests, visitors and invitees, in accordance with the single family residential purposes for which they are intended, without hindering or encroaching upon the lawful rights of the other Unit Owners, upon the following terms:

Signs. No signs of any character shall be erected, posted or displayed from any Residential Unit, Common Element or Limited Common Element without the prior written approval of the Board of Directors, except for such signs as may be posted by the Declarant for the promotional or marketing purposes as permitted herein or as permitted by the Condominium Documents. The Board of Directors shall have sole authority to erect the exterior sign or signs authorized by the City of Portland. The Board of Directors may also erect or authorize directional and identifying sign(s) listing the name and location of each occupant of the Units.

§8.9 Leasing. The Bylaws may restrict and regulate leasing of Residential Units. The Bylaws may not impose restrictions on the use of the Commercial Unit in excess of the requirements of this Declaration.

The Declarant shall have the right to operate any Units (even if not then created as Units) owned by the Declarant as a rental property, and may establish and maintain offices, signs and other accouterments normally used in the operation of rental properties in the Declarant's discretion. Such rental operations shall be for the benefit of the Declarant; neither the Association nor any Unit Owner shall have any interest or right in the profits and losses from such operations.

ARTICLE 9
EASEMENTS

§9.1 Utilities, Pipes and Conduits. Each Owner shall have an easement, in common with all other Unit Owners, to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Easements serving his/her Unit and located in any of the other Units. Each Unit shall be subject to an easement in favor of other Unit Owners to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Association shall have the right to grant to third parties additional permits, licenses and easements over and through the Common Elements for utilities, ways, and other purposes reasonably necessary or useful for the proper maintenance and operation of the Condominium.

§9.2 Access. Subject to the terms of this Declaration, the Bylaws and the Rules and Regulations, each Unit Owner shall have an easement in common with all other Unit Owners to use the Common Elements as a means of access to and from his Unit.

§9.3 Association and Board of Directors Access. The Association and its officers and directors and such persons as may be authorized by the Board of Directors shall have the right of access to each Unit, as provided in Section 1603-107(a) of the Condominium Act for the inspection, maintenance, repair or replacement of the Common Elements and

Limited Common Elements located in the Unit or accessible from the Unit or for making any addition or improvements thereto; or to make repairs to any Unit, the Common Elements or the Limited Common Elements if such repairs are reasonably necessary for public safety or to prevent damage to any other Unit, the Common Elements or the Limited Common Elements; or to abate any violation of law, orders, rules or regulations of the Association or of any governmental authorities having jurisdiction thereof. In case of an emergency, such right of entry shall be immediate whether or not the Residential Unit Owner is present at the time. Upon request of the Association, each Residential Unit Owner shall provide the Association with a copy of each key to the Unit.

§9.4 Encroachments. Each Unit and the Common Elements are subject to an easement for structural and lateral support in favor of every other Unit. If any portion of the Common Elements or Limited Common Elements hereafter encroach upon any Unit, or if any Unit hereafter encroaches upon any other Unit or upon any portion of the Common Elements or Limited Common Elements, as a result of settling or shifting of any building in which they are located, other than as a result of the willful or negligent act or omission of the owner of the encroaching Unit or of the Association in the case of encroachments by the Common Elements or Limited Common Elements, then a valid easement for the encroachment and for the maintenance of the same shall exist. In the event that a building is partially destroyed as a result of fire or other casualty or as a result of a taking by eminent domain or by deed in lieu of condemnation and is subsequently rebuilt, encroachments due to such rebuilding shall be permitted, and valid easements appurtenant thereto shall exist.

§9.5 Ancillary Easements through Common Elements. The Common Elements (including, but not limited to, the Limited Common Elements) adjacent to a Unit are subject to the following easements in favor of the adjacent Unit:

(i) For the installation, repair, maintenance, use, removal and/ or replacement of pipes, ducts, heating and air conditioning systems, electrical, cable television, telephone and other communication wiring and cables and all other utility lines and conduits which are a part of or serve any Unit and which pass across or through a portion of the Common Elements.

(ii) For the installation, repair, maintenance, use, removal and/ or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common Elements adjacent to such Unit; provided that the installation, repair maintenance, use, removal or replacement of any part of the Common Elements, adversely affect either the thermal, fire safety or acoustical character of the building or impair or structurally weaken the building.

(iii) For driving and removing nails, screws, bolts and other attachment devices into the Unit side surface of the studs which support the sheet rock or plaster perimeter walls bounding the Unit, the bottom surface of joists above the Unit and the top surface of the floor joists below the floor of a Unit to the extent such nails, screws, bolts and other attachment devices may encroach into a part of a Common Element adjacent to such Unit; provided that any such action will not unreasonably

interfere with the common use of any part of the Common Elements, adversely affect either the thermal, safety, or acoustical character of the buildings or impair or structurally weaken the buildings.

ARTICLE 10
RIGHTS OF MORTGAGE LENDERS ON UNITS

§10.1 Right to Mortgage. Each Unit Owner shall have the right to mortgage or encumber his own respective Unit together with its appurtenant Allocated Interests. Except as provided by Section 1603-112 of the Condominium Act, a Unit Owner may not mortgage or encumber the Common Elements in any manner except as a component of the Allocated Interests appurtenant to his/her Unit.

§10.2 Identification of Mortgagee. A Unit Owner who mortgages his/her Unit shall notify the Board of Directors in writing of the name and address of his Mortgagee(s).

§10.3 Mortgage Foreclosure and Dispositions. Any holder of a first mortgage covering a Unit which obtains title to the Unit pursuant to a foreclosure or other exercise of the remedies provided in the Mortgage or through deed in lieu of foreclosure after written notice of default which deed identities the circumstances classifying it as such a deed shall take title to the Unit with its appurtenant Allocated Interests, free of any claims for unpaid assessments for Common Expenses, Service Charges, late fees, interest and costs levied against such Unit which accrued prior to the acquisition of title to such Unit by the Mortgagee, other than the proportionate share of the Common Expenses which become due and payable from and after the date on which the Mortgagee shall acquire title to the Unit through a completed foreclosure or deed in lieu of foreclosure.

In the event the Association adopts any right of first refusal or purchase option arising in the event of the sale or transfer of a Unit, it shall not impair the right of an institutional mortgage lender to foreclose its mortgage, to accept a deed in lieu of foreclosure after written notice of default which deed identifies the circumstances classifying it as such a deed, or to dispose or lease a Unit so acquired.

§10.4 Eligible Mortgage Holder. "Eligible Mortgage Holder" means the holder of record of a recorded first Mortgage encumbering a Unit (a "Mortgage") which has delivered written notice to the Association, by prepaid United States Mail, return receipt requested, or by delivery in hand securing a receipt therefore, stating: (a) the name and address of the holder of the Mortgage, (2) the name and address of the owner of the Unit encumbered by such Mortgage, (3) the identifying number of such Unit, and (4) containing a statement that such Mortgage is a recorded first mortgage. The Secretary or manager of the Association shall maintain such information.

Eligible Mortgage Holders shall have all rights specified in the Condominium Act. Furthermore after the filing of the request by an Eligible Mortgage Holder, the Board shall cause notice to be sent to the Eligible Mortgage Holders (and any insurers or guarantors of such mortgages identified in the request) of anyone or more of the following events affecting the

mortgaged Units), if so requested.

i. Default in the payment of Common Charges, Assessments, Service Charges, or other amounts due the Association which continues for Sixty (60) days or as required by the Condominium Act;

ii. Default or violation of the Condominium Documents, or any proceedings by the Association relating thereto;

iii. The expiration, cancellation or material modification of insurance required to be maintained under the Declaration or Bylaws of the Association;

iv. A material amendment to the Declaration requiring the consent of Eligible Mortgage Holders;

v. Termination of the Condominium pursuant to Section 1602-118 of the Condominium Act;

vi. Change in the Allocated Interests of a Unit, voting rights, a change in Unit boundaries or the subdivision of a Unit;

vii. The merger or consolidation of the Condominium with another condominium;

viii. The conveyance or subjection to a security interest of any portion of the Common Elements;

ix. The lapse, cancellation or material modification of any insurance policy maintained by the Association or any use of any hazard insurance proceeds other than for repair or restoration of the Property; and

x. Such other events specified in the Condominium Act.

If in said request to the Association forwarded by an Eligible Mortgage Holder the mortgage is identified as being subject to the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans' Administration, the Federal Housing Administration or other recognized institutional mortgage programs, then the Association shall maintain such hazard and other insurance policies and coverage required under said mortgage programs and identified in said notice from the institutional mortgage holder, to the extent such insurance is available to the Association.

§10.5 Mortgagee Approval Rights. For a material amendment to the Declaration or any of the actions specified below but subject in any event to the provisions of the Condominium Act, approval must be obtained from Eligible Mortgage Holders representing in the aggregate at least 51% of the votes of Units subject to mortgages held by Eligible Mortgage Holders. An amendment affecting any of the following is considered material:

i. Voting rights in the Association;

ii. Change in percentage liability for common expenses, assessment liens for common expenses, priority of assessment liens, or the subordination of assessment liens, or increases in the assessments of more than 25% over the prior year;

iii. Reduction in reserves for maintenance, repair and replacement of Common Elements;

iv. Responsibility for maintenance and repairs;

v. Reallocation of pro rata interests in the Common Elements, the Limited Common Element or rights to their use;

vi. Alteration of the definitions of the boundaries of any Unit, including the partition or subdivision of a Unit;

vii. Convertibility of Units into Common Elements or vice versa;

viii. Expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;

ix. Hazard insurance or fidelity bond requirements;

x. Imposition of any restrictions on the leasing of Units;

xi. Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;

xii. A decision by the Association to establish self-management after more than 50 Units have been created when professional management had been required previously by an Eligible Mortgage Holder or by the Condominium Declaration or the Bylaws;

xiii. Restoration or repair of the Property (after damage or destruction, or partial taking by eminent domain or condemnation) in a manner other than that specified in the Declaration;

xiv. Any action to terminate the Condominium after substantial damage destruction or condemnation occurs;

xv. Any provisions of this Article and any other provision of this Declaration expressly benefits mortgage holders, insurers or guarantors; or

xvi. Any provisions of this Article.

When Unit Owners are considering termination of the Condominium for reasons other than substantial damage, destruction or taking by eminent domain of the Condominium, the Eligible Mortgage Holders representing at least 67% of the votes of Units subject to mortgages held by Eligible Holders must agree.

Approval shall be presumed when an Eligible Mortgage Holder is sent a written request for approval of a proposed amendment by registered or certified mail, return receipt requested, and then fails to submit a response within 30 calendar days after the notice is received.

§10.6 Mortgagee Priority. No provision of the Condominium Documents shall be deemed or construed to give a Unit Owner, or any other person, priority over the rights of any Eligible Mortgage Holder under its mortgage in the case of a distribution of insurance proceeds or condemnation awards for losses to or taking of Units, Common Elements, or both.

§10.7 Records. An Eligible Mortgage Holder may examine the books, records and accounts of the Association at reasonable times. The Association shall maintain current copies of this Declaration, the Association's articles of incorporation, Bylaws, and other Rules and Regulations concerning the Condominium as well as its own books, records, and financial statements available for inspection by Unit Owners or by any Eligible Mortgage Holder, insurers, and guarantors of first mortgages that are secured by Units available during normal business hours. Upon written request, any Eligible Mortgage Holder may obtain an audited statement of the Association's fiscal affairs prepared by an independent certified public accountant once the Condominium has been established for a full fiscal year, which preparation shall be prepared at the Eligible Mortgage Holder's expense.

ARTICLE 11
INSURANCE

§11.1 General. No later than the date of the first conveyance of a Unit to a person other than the Declarant, the Association, shall obtain and maintain as a Common Expense, the policies of insurance described below to the extent such policies shall be reasonably available. If such insurance is not maintained, then the Association shall give written notice thereof to the Unit Owners and the Eligible Mortgage Holders. To the extent that such insurance subsequently becomes unavailable, the Association shall obtain as a substitution the most comparable insurance available. The Board of Directors is hereby irrevocably appointed as attorney-in-fact for each Unit Owner and for each Mortgagee and Eligible Mortgage Holder and for each owner of any other interest in the Property, for purchasing and maintaining the insurance, for the collection and disposition of any insurance, including distribution pursuant to Section 1603-113(c) of the Condominium Act, for the negotiation of losses and execution of releases of liability, and for the execution of all documents, and performance of all other acts necessary to accomplish these purposes.

§11.2 Property and Casualty Insurance for Units and Common Elements. The Association shall obtain and maintain in effect an "all-risk" fire and casualty insurance policy covering the Property with extended coverage, vandalism, malicious mischief, windstorm, debris removal, cost of demolition and water damage endorsements, issued by an insurance company authorized to do business in the State of Maine (which company shall also meet the ratings requirements of the Federal National Mortgage Association), insuring as a single entity the entire Property including the Common Elements, the Limited Common

Elements Units, and the fixtures, supplies and common personal property belonging to the Association, excepting the land, foundations, excavations, and other similar items customarily excluded from property insurance policies and also excepting furniture, furnishings or other personal property supplied or installed by Unit Owners. The policy shall cover the interests of and name as insureds the Association, the Board of Directors, and all Unit Owners and their Mortgagees as their insurable interests may appear.

Such blanket or master insurance policy shall be in an amount equal to 100% of the then current full replacement cost of the insured Property (exclusive of the land, excavations, foundations and other similar items customarily excluded from such coverage), without deduction for depreciation, together with coverage for the payment of common expenses with respect to damaged Units during the period of reconstruction. Such insurance policy may, at the option of the Board of Directors, contain such deductible as the Board of Directors shall reasonably deem appropriate but not to exceed the lesser of $10,000 or one percent (1%) of the policy's face amount. Unless otherwise established by the Board of Directors from time to time, a Unit Owner shall pay the expense of repair of damage to his/her Unit in the initial deductible amount of $250 (as such greater amount as may be revised by the Rules and Regulations adopted by the Board of Directors from time to time) not covered by the insurance; the Association shall not be responsible for the costs of repair of damage to the Unit in the amount of the Unit Owner's insurance deductible. Such casualty insurance policy shall also include the following provisions:

(i) The following endorsements or their equivalent: (a) "no control," meaning that coverage shall not be prejudiced by any act or neglect of any occupant or Unit Owner or their agents, when such act or neglect is not within the control of the insured, or the Unit Owners collectively, nor by any failure of the insured, or the Unit Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the insured, or the Unit Owners collectively, have no control; (b) "Construction Code Endorsement" or "increased cost of construction," (c) "agreed amount" or elimination of co-insurance clause; and (d) "inflation guard," when it can be obtained.

(ii) That any "no other insurance" clause shall expressly exclude individual Unit Owners' policies from its operation, so that the physical damage policy purchased by the Board of Directors shall be deemed primary coverage and any individual Unit Owners' policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder provide for or be brought into contribution with insurance purchased by individual Unit Owners or their Mortgagees;

(iii) The recognition of any Insurance Trust Agreement whereby the Board of Directors may designate in writing an Insurance Trustee to hold any insurance proceeds in trust for disbursement, as provided in Section 11.3 below; and

(iv) A standard "mortgagee clause" which shall: (a) provide that any reference to a mortgagee in such policy shall mean and include all holders of mortgages of any Unit, in their respective order and preference, whether or not named therein; (b) provide that such insurance as to the interest of any mortgagee shall not be

invalidated by any act or neglect of the Association or owners or any persons under any of them; and (c) waive any provision invalidating such mortgagee clauses by reason of the failure of any mortgagee to notify the insurer of any hazardous use or vacancy, and requirement that the mortgagee pay any premium thereon, and any contribution clause.

§11.3 Casualty Losses, Adjustment and Payment; Insurance Trustee. Any loss covered by the insurance policy described in Section 11.2 above shall be adjusted with the Association acting through its Board of Directors, but the insurance proceeds shall be payable to the Insurance Trustee designated for that purpose, if any, as provided in the Condominium Act and otherwise to the Association, and not to any Mortgagee.

The Insurance Trustee or the Association as applicable shall hold any insurance proceeds in trust for Unit Owners, Mortgagees and other lien holders as their interests may appear. The Board of Directors shall cause the Insurance Trustee or the Association to obtain a surety bond in 100% of the amount of the insurance proceeds for the faithful performance of the duties as insurance trustee before it shall be entitled to receive such proceeds. Subject to the provisions of this Article, the Bylaws and Section 1603-113(e) of the Condominium Act, the proceeds shall be disbursed first for the repair or restoration of the damage to the Property. Unit Owners, Mortgagees and other lien holders are not entitled to receive payment of any portion of the proceeds, unless either (i) there is a surplus of proceeds after the damaged Common Elements and Units have been repaired or restored, or (ii) the decision has been made not to repair or restore the damage as provided in Section 1603-113(h) of the Condominium Act, or (iii) the Condominium is terminated in whole or part.

§11.4 Liability Insurance. The Board of Directors shall obtain and maintain, as a Common Expense, comprehensive general public liability insurance (including medical payments insurance) and property damage insurance in such limits as the Board may from time to time determine, insuring each Board of Directors member, the managing agent, each Unit Owner and the Declarant against any liability to the public or to the Unit Owners (and their invitees, agents and employees) covering all occurrences commonly insured against for death, bodily injury or property damage, arising out of the maintenance, ownership or use of the Common Elements, and for any legal liability resulting from suits or actions related to employment contracts to which the Association is a party. Such insurance shall be issued on a comprehensive liability basis and shall contain: (a) a cross liability endorsement, under which the rights of a named insured under the policy shall not be prejudiced with respect to his action against another named insured; (b) hired and non-owned vehicle coverage; (c) a "severability of interest" endorsement, which shall preclude the insurer from denying liability to a Unit Owner because of negligent acts of the Association or of another Unit Owner; and (d) a broad form liability extension endorsement including "personal injury," contractual liability, and other coverage commonly included in such broad form endorsement. The Board of Directors shall review such limits once each year, but in no event shall such insurance be less than one million dollars ($1,000,000.00) covering all claims for bodily injury or property damage arising out of one occurrence.

§11.5 Additional Required Provisions. All insurance policies required to be carried

by the Association under this Article shall in addition contain the following provisions or features:

i. The insurer waives any right to claim by way of subrogation against the Declarant, the Association, the Board of Directors, the managing agent or the Unit Owners, and their respective agents, employees, guests and, in the case of the Unit Owners, the members of their households;

ii. The Declarant, so long as the Declarant shall own any Unit, shall be protected by all such policies as a Unit Owner;

iii. Each Unit Owner is an insured person under the policy with respect to liability arising out of the ownership of an undivided interest in the Common Elements or membership in the Association;

iv. The insurer waives its right to subrogation under the policy against any Unit Owner or members of his household;

v. No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and

vi. If at the time of a loss under the Association's policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

§11.6 Other Insurance. The Board of Directors shall obtain and maintain as a Common Expense:

i. To the extent reasonably available, "directors and officers'" liability insurance, to satisfy the indemnification obligations of the Association;

ii. Workers' compensation insurance, if and to the extent necessary to meet the requirements of law;

iii. Flood insurance if any or all of the Property is located in a special flood hazard area equal to the greater of 100% of the insurable value of the Property or the maximum coverage available under the appropriate national Flood Insurance Administration program. A blanket or master policy shall be obtained which includes a maximum deductible of the lesser of $5,000 or one percent (1.00%) of the policy face amount; and

iv. Such other insurance as the Board of Directors may determine, as may be requested by a majority of the Unit Owners, or as may be required by Federal National Mortgage Association Guidelines (including, without limitation, fidelity bond coverage).

§11.7 Memoranda and Cancellation. All insurers that shall issue an insurance policy or policies under this Article shall issue certificates or memoranda of insurance to the Association, and, upon request, to any Unit Owner or Mortgagee.

All such insurers issuing the policy may not cancel (including cancellation for non-payment of premium), substantially modify, or refuse to renew such policy or policies until twenty (20) days after notice of the proposed cancellation of non-renewal has been mailed to the Association, the managing agent, each Unit Owner and each Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

§11.8 Separate Insurance. Each Unit Owner shall have the right, at his own expense, to obtain insurance for his Unit and for his own benefit and to obtain insurance coverage upon his personal property and for his personal liability as well as upon any improvements made by him to his Unit under coverage normally called "improvements and betterments coverage;" provided, however, that no Unit Owner shall be entitled to exercise his right to acquire or maintain such insurance coverage which would decrease the amount which the Association on behalf of all Unit Owners may realize under any insurance policy maintained by the Association, or to cause any insurance coverage maintained by the Association to be brought into contribution with insurance coverage obtained by a Unit Owner. All such Unit Owner's policies shall contain waivers of subrogation.

At the request of the Association any Unit Owner who obtains an individual insurance policy covering any portion of the Condominium, other than improvements and betterments made by such Owner at his expense, and personal property belonging to such Owner, shall file a copy of such individual policy or policies with the Board of Directors within thirty (30) days after the purchase of such insurance. Such Unit Owner shall also promptly notify the Board of Directors in writing in the event such policy is canceled. Each Unit Owner shall notify the Board of Directors in writing of all structural improvements made by the Unit Owner to his Unit; provided, however, that this sentence shall not be construed as an authorization to Unit Owners to make structural improvements to Units otherwise than in accordance with this Declaration, the Bylaws and Rules and Regulations promulgated by the Board of Directors. Any premium increase caused by such improvements may be assessed to the Owner of the improved Unit. No Unit Owner shall be entitled to receive insurance proceeds for the repair, restoration or rebuilding of any such improvements not so reported to the Board of Directors, unless otherwise consented to by vote of the Board of Directors.

Notwithstanding any other provision of this Declaration, during the period a building or other associated improvements are under construction prior to the creation of Units therein, the Declarant shall be responsible for procuring casualty insurance on the building and the proceeds of such insurance shall be the exclusive property of the Declarant and its mortgagee.

ARTICLE 12
DAMAGE OR DESTRUCTION.

§12.1 Repair. Any portion of the Property damaged or destroyed shall be repaired or replaced promptly by the Association unless:

i. the Condominium is terminated;

ii. repair or replacement would be illegal under any state or local health or safety statute or ordinance; or

iii. one hundred percent (100%) in interest of the Unit Owners vote not to rebuild, including every owner of a Unit or limited common area which would not be rebuilt, and including the consent of the Eligible Mortgage Holders as required herein.

The cost of repair or replacement in excess of insurance proceeds and reserves or not covered by any deductible shall be a Common Expense, provided that Unit Owners shall be responsible for $250 of the insurance deductible for damage to their individual Units or such greater portion of the deductible established by the Rules and Regulations adopted from time to time by the Board of Directors.

§12.2 Application of Insurance Proceeds. If the entire Property is not completely repaired or replaced:

i. the insurance proceeds attributable to the damaged Units and Common Elements shall be used to restore the damaged areas to a condition compatible with the remainder of the Condominium;

ii. the insurance proceeds attributable to Units which are not rebuilt, including without limitation the interest in the Common Elements and in Limited Common Element, shall be distributed to such Unit Owners and their mortgagees; and

iii. the remainder of the proceeds shall be held in trust to be distributed to the Unit Owners and their mortgagees in accordance with the Condominium Act.

Any loss covered by such insurance shall be adjusted with the Association, which shall exclusively represent all Unit Owners in any proceedings, negotiations, settlements or agreements. The insurance proceeds shall be paid to the Association as trustee for the Unit Owners and lien holders as their interests may appear. Mortgagees' liens shall transfer in order of priority to the insurance proceeds. Notwithstanding the provisions of this Section, Article 13 of the Declaration governs the distribution of insurance proceeds if the Condominium is terminated. If the members vote not to rebuild any Unit, that Unit's percentage interest in the Common Elements shall be automatically reallocated to the then remaining Units in proportion to their percentage interests prior to the reallocation, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocation. Unless a Unit Owner has requested and received written confirmation from both the Association and the Association's hazard insurance carrier of optional insurance coverage for the owner's permanent improvements and betterments within the Unit, the Unit Owner shall be responsible for the expense of repair or replacement.

Notwithstanding any other provision of this Declaration, during the period a building is under construction prior to its creation as a Unit and the time the Unit commences paying common charges, the Declarant shall be responsible for procuring casualty insurance on the building and the proceeds of such insurance shall be the exclusive property of the Declarant and its mortgagee.

ARTICLE 13
TERMINATION OF CONDOMINIUM

§13.1 Termination. In accordance with Condominium Act, the Condominium may be terminated in whole or part with the agreement of the Owners of Units to which at least eighty per cent (80%) of the Votes in the Association are allocated, and that percentage of Eligible Mortgage Holders required herein and the Condominium Act. Termination shall not bar the subsequent resubmission of the Property to the Condominium Act.

§13.2 Effect of Termination. Upon removal of the Property from the Condominium Act, the Unit Owners shall hold the Property and any proceeds thereof as tenants in common in accordance with the Condominium Act and subject to the Condominium Act with any mortgages or liens affecting a Unit to attach in order of priority against the resulting interest.

ARTICLE 14
EMINENT DOMAIN

§14.1 Acquisition of Unit(s). If a Unit is acquired by eminent domain, to the extent the award is paid to the Association or is controlled by this Declaration or the Association, the award shall be applied to compensate the Unit Owner and his mortgagee(s), if any, for the Unit and its percentage interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition of the Unit, its Allocated Interests shall be automatically reallocated to the remaining Units in proportion to their respective Allocated Interests before the taking, and the Association shall promptly prepare, execute, and record an instrument reflecting the reallocations.

If part of a Unit is acquired by eminent domain, to the extent the award is paid to the Association or is controlled by this Declaration or the Association, the award shall be applied to compensate the Unit Owner and the mortgagee(s), if any, for the reduction in value of the Unit and its interest in the Common Elements, whether or not any Common Elements are acquired. Upon such acquisition, (i) that Unit's Allocated Interests shall be reduced in proportion to the reduction in the size of the Unit, and (ii) the portion of the allocated interest divested from the partially acquired Unit shall automatically be reallocated to that Unit and the remaining Units in proportion to their respective Allocated Interests, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interests provided however, that each Unit shall continue to have one vote to permit equality among Units.

§14.2 Acquisition of Common Elements. If part of the Common Elements are acquired by eminent domain, the Association shall be entitled to payment of the award, subject, however, to the Condominium Act; generally the portion of the award attributable to the Common Elements taken shall be distributed to the Unit Owners and their mortgagee(s) in accordance with the Condominium Act, unless the Association rebuilds or acquires comparable elements. Any portion of an award attributable to the acquisition of a Limited Common Elements or as may otherwise benefit the Condominium as determined

by a Court of competent jurisdiction must be equally divided among the owners of the Units to which that Limited Common Element was allocated at the time of acquisition in proportion to their interests in the Common Elements.

§14.3 Rights of the Association and Mortgage Holders. In the event of a proposed acquisition by eminent domain, the Association shall have the right but not the obligation to act and to intervene on behalf of Unit Owners. Nothing contained in this Declaration, the Bylaws or any rule or regulation adopted by the Association, however, shall entitle any Unit Owner or other person to priority over a first mortgagee of a Unit pursuant to its mortgage instrument in the right to receive eminent domain awards for the taking of Units and/or Common Elements.

ARTICLE 15
AMENDMENTS

§15.1 General. Certain amendments to this Declaration may be made unilaterally by the Declarant in accordance with this Declaration and the Condominium Act. In addition, certain amendments may be unilaterally executed and recorded by the Association as described in Condominium Act Sections 1601-107, Eminent Domain, 1602-108(c), Allocation of Limited Common Elements, 1602-112(a), Relocation of Boundaries Between Adjoining Units, 1602-113, Subdivision of Units and 1602-117(a), Amendment of Declaration, and certain amendments to this Declaration may be made by certain Unit Owners in Sections 1602-108(b), Reallocation of Limited Common Elements, 1602-112(a), Relocation of Boundaries Between Adjoining Units, 1602-113(b), Subdivision of Units, or 1602-118(b), Termination of Condominium.

Otherwise subject to the other provisions of this Declaration and of the Condominium Act, the Declaration and the accompanying Plats and the Plans may be amended as follows:

(a) *Before Any Conveyance.* Prior to the conveyance of any Unit by the Declarant to a third party purchaser (other than as security for an obligation), the Declarant shall have the right to unilaterally amend and re-amend this Declaration in any manner that the Declarant may deem appropriate.

(b) *After First Conveyance.* After the first conveyance of Unit by a Declarant to a third party purchaser, the terms of the following procedures shall apply to an amendment of this Declaration:

i. *Development and Special Declarant Rights.* Notwithstanding any other provision of this Declaration, the Declarant acting unilaterally may record amendments to this Declaration which result from the exercise of Development and Special Declarant Rights pursuant to this Declaration and/or the Act.

ii. *Proposal and Notice.* An amendment to the Declaration may be proposed by either the Board of Directors or by Unit Owners holding at least 20% of the votes in the Association. Notice of the subject matter of a proposed amendment, including

the proposed text thereof, shall be included in the notice of any meeting in which a proposed amendment is to be considered, and such notice shall be given to all Unit Owners and all eligible Mortgage Holders.

iii. *Approval..* The amendment shall be adopted if it receives the affirmative vote or written consent of 67% or more of the total percentage in interest of all votes in the Association in all cases and such Eligible Mortgage Holders as may be required herein. Unit Owners and mortgagees may express their approval in writing or by proxy. Provided however that no amendment may change the uses to which a Unit may be put without the unanimous consent of the owners of Units affected. Except as specifically provided to the contrary in this Declaration or the Act, no amendment may alter the boundaries of a Unit or the Allocated Interests allocated to a Unit without the unanimous consent of all affected owners.

iv. *By Written Agreement.* In the alternative, an amendment may be made by an agreement signed by the record Owners of Units to which are allocated 100% of the Units in the manner required for the execution of a deed and acknowledged by at least one of them, together with any required approval by Eligible Mortgage Holders, and such amendment shall be effective when certified and recorded as provided below.

§15.2 Proviso; Consent of Declarant. No amendment of this Declaration shall make any change which would in any way affect any of the rights, privileges, powers and options of the Declarant, its successors or assigns, unless the Declarant shall approve such amendment.

§15.3 Notice, Execution and Recording. After each amendment to this Declaration adopted by the Association pursuant to this Article has been recorded, notice thereof shall be sent to all Unit Owners and to all Eligible Mortgage Holders, but failure to send such notices shall not affect the validity of such amendment. A certificate of each such amendment shall be executed and acknowledged by such officer(s) or director(s) of the Association designated for that purpose by the Bylaws. The amendment shall be effective when such certificate and copy of the Amendment are recorded.

§15.4 Commercial Unit Owners' Consent. Notwithstanding any contrary or inconsistent provision in this Declaration, no amendment to this Declaration which materially and adversely affects the rights or obligations of Nonresidential Unit Owners shall be effective unless consented to by the Commercial Unit Owner.

§15.5 Notice and Challenge. No action to challenge the validity of an amendment to this Declaration adopted by the Association may be brought more than one (1) year after such amendment is recorded.

ARTICLE 16

GENERAL PROVISIONS

§16.1 Enforcement. The failure to comply with the terms of this Declaration, the Bylaws and the Rules and Regulations adopted pursuant thereto shall entitle the Association to (a) take court action, including without limitation suit for injunctive relief, and/ or (b) take such further action as permitted under the Bylaws, and/ or (c) enter the Unit or Common Elements in which such violation or breach exists and summarily to abate and cure the violation at the expense of the defaulting Unit Owner, and the Board of Directors shall not be deemed guilty in any manner of trespass when enforcing these terms. The exercise of anyone remedy shall not preclude the exercise of other remedies provided by law, the Condominium Act, this Declaration or in the Bylaws. In any such enforcement action or proceeding the Association shall be entitled to recover the costs of the proceeding, including reasonable attorneys' fees and costs, with interest.

The failure of the Board of Directors to enforce any covenant, restriction or other provision of the Condominium Act, the Bylaws or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

§16.2 Units Not Yet Separately Assessed. In the event that for any year real estate taxes are not separately taxed and assessed to each separate Unit Owner but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective Common Expense Liabilities.

§16.3 Conflict. If any provision of this Declaration, the Bylaws or the Rules and Regulations conflicts with any applicable laws, including, but not limited to, the Condominium Act, then the laws shall be deemed controlling; but the validity of the remainder of this Declaration, the Bylaws and Rules and Regulations, and the application of any such provision, section, clause, phrase, or word in other circumstances shall not be affected thereby.

§16.4 Severability. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

§16.5 Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

§16.6 Captions. The headings in this Declaration are for purposes of reference only, and shall not limit or otherwise affect the meaning hereof. The table of contents is attached to this Declaration for purposes of reference and convenience only, and shall neither limit nor otherwise affect the meaning of this Declaration. References in this Declaration to Articles, and Schedules without references to the document in which they are contained are references to this Declaration. Schedules are attached to and incorporated by reference into this Declaration.

§16.7 Gender, Number, Etc. The use of the singular number in this Declaration shall be deemed to include the plural, the plural the singular, and the use of any one gender shall be deemed applicable to all genders.

§16.8 Power to Interpret. Any dispute or disagreement with any person other than the Declarant with respect to interpretation or application of this Declaration or the Bylaws or the Rules and Regulations shall be determined by the Board of Directors, which determination shall be final and binding on all parties.

§16.9 Disputes with Declarant and Arbitration. In any dispute between one or more Unit Owners and the Declarant regarding the Common Elements, the Board of Directors shall act for the Unit Owners, and any agreement with respect thereto by the Board of Directors shall be conclusive and binding upon the Unit Owners.

All claims, disputes and other matters in question between the Declarant, on the one hand, and the Association or any Unit Owner(s), on the other hand, arising out of or relating to a Unit, the Common Elements, the Limited Common Elements, this Declaration, the Bylaws, the Rules and Regulations, or the deed to any Unit or the breach thereof, or the course of dealing between any Unit Owner, the Association and the Declarant, except for claims which have been waived by the acceptance of a deed, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise in writing. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance applicable law in any court having jurisdiction thereof.

ARTICLE 17
NOTICES

§17.1 Notices.

(a) *To Unit Owners.* All notices, demands, bills and statements or other communications affecting the Condominium shall be given to Unit Owners by the Association in writing and shall be delivered in hand, delivered to the Unit, or sent by United States mail, postage prepaid. If such notification is of a default or lien, then it shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the Unit Owner at the address which the Unit Owner shall designate in writing and file with the Secretary of the Association, or if no such address is so designated, the address of the Unit of such Unit Owner who is the record owner thereof.

(b) *Notice to the Association.* All notices, demands, statements or other communications affecting the Condominium given by the Unit Owners to the Association shall be in writing, and shall be deemed to be delivered personally, securing a written receipt therefore, or sent by United States mail, postage prepaid, return receipt requested, addressed to the Association at the principal office of the managing agent, if any, and to the secretary of the Association at the Secretary's address.

(c) *Notice to Eligible Mortgage Holder.* All notices, demands, statements or other communications affecting the Condominium given by the Association to any Eligible Mortgage Holder shall be in writing and shall be delivered personally, securing a written receipt, or sent by United States mail, postage prepaid, addressed to the Eligible Mortgage Holder at the address identified pursuant to the notice given to the Association when it became an Eligible Mortgage Holder.

WITNESS its hand and seal as of _____, 2015.

BATEMAN PARTNERS, LLC

_____ By:_____

Witness Name:

Its:

STATE OF MAINE
CUMBERLAND, ss _____, 2015

Personally appeared the above-named _____ in his/her said capacity and acknowledged the foregoing Declaration to be his/her free act and deed, and the free act and deed of said limited liability company, before me,

Name: _____ _
Attorney at Law/Notary Public

Exhibit A Legal Description of Land

Exhibit B Condominium Plat

Exhibit C Condominium Floor Plans

Exhibit D Allocated Interests

Exhibit E Condominium Association Bylaws

DRAFT

2. Right, Title and Interest

2.1 OVERVIEW

The current owner of the property is East India Land Company, LLC. The applicant has a Purchase Option Agreement for the property, a copy of which is attached as Attachment C.

2.2 PARKING

The proposed project is required to have 20 parking spaces per ordinance requirements, as summarized in the following table:

USE	RATE	REQUIRED # OF SPACES
4,427 S.F. Retail	1 space per 200 S.F. of floor area in excess of 2,000 S.F. not used for bulk storage.	12 Spaces
8 Residential Units	1 space per unit	8 Spaces
Total		**20 Spaces**

The applicant has an agreement to lease parking for the project at the adjacent Ocean Gateway Garage and intends to provide 44 spaces through this agreement. A copy of the Lease Agreement is provided as Attachment D.

2.3 ATTACHMENTS

Attachment C – Purchase Option Agreement
Attachment D – Lease Parking Agreement

ATTACHMENT C

Purchase Option Agreement

MEMORANDUM OF PURCHASE OPTION AGREEMENT
(25 India Street, Portland, Maine)

MEMORANDUM OF PURCHASE OPTION AGREEMENT made this _____ day of March, 2014 with respect to the following described Purchase Option Agreement:

SELLER:	EAST INDIA LAND COMPANY LLC, a Maine limited liability company with a place of business in Portland, Maine.
PURCHASER:	BATEMAN PARTNERS, LLC, a Maine limited liability company with a mailing address of P.O. Box 3572, Portland, ME 04104-357.
PREMISES:	Land, any buildings or improvements, appurtenant rights (including parking rights) and easements, located at 25 India Street, Portland, Maine, all as described in the deed from 25 India Street LLC to Seller dated May 1, 2013 and recorded in the Cumberland County Registry of Deeds in Book 30624, Page 17 (the "Premises"), a copy of which is attached as Schedule A.
TERM:	The purchase option shall be elected by Purchaser, if at all, on or before September 2, 2014.
RIGHT OF EXTENSION:	None, without Seller's written consent.

This Memorandum is intended to provide notice of the Purchase Option Agreement and shall not modify or amend any of the terms of the Purchase Option Agreement. In the event of any conflict between this Memorandum and the Purchase Option Agreement, the terms of the Purchase Option Agreement shall control.

Signature Page Follows.

IN WITNESS WHEREOF, the Seller and Purchaser have caused this Memorandum of Purchase Option Agreement to be executed by their duly authorized representatives as of the day and year set forth above.

Witness:

EAST INDIA LAND COMPANY LLC

By: _____
Fred M. Forsley
Its: Manager

Seller

BATEMAN PARTNERS, LLC

By: _____
Its: Manager

Purchaser

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. March 7, 2014

Then personally appeared the above-named Fred M. Forsley, Manager of East India Land Company LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said East India Land Company LLC.

Before me,

_____
~~Notary Public~~ / Attorney At Law

Brandon J. Mazer
Print name

My Commission expires: _____

SCHEDULE A

2

Doc#: 25741 Bk:30624 Pg: 17

QUITCLAIM DEED WITH COVENANT

25 INDIA STREET LLC, a Maine limited liability company ("Grantor") having an address of 2 Market Street, Suite 500, Portland, ME 04101, FOR CONSIDERATION PAID, grants to EAST INDIA LAND COMPANY LLC, a Maine limited liability company with a mailing address c/o Shipyard Brewing Company, 86 Newbury Street, Portland, ME 04101 (the "Grantee"),with QUITCLAIM COVENANT, certain real property, together with any improvements thereon (the "Premises"), located at India Street and Fore Street in Portland, Cumberland County, Maine, and shown as "Proposed Lot 4" on plan entitled "Subdivision/Recording Plat on India Street and Fore Street, Portland, Maine, made for Riverwalk, LLC, 25 India Street LLC, Hancock & Middle LLC and Ocean Gateway Garage LLC by Owen Haskell, Inc., dated March 22, 2006, as last revised April 13, 2006" (the "Plan") and recorded in Cumberland County Registry of Deeds in Plan Book 207, Page 54.

MAINE REAL ESTATE TAX PAID

TOGETHER WITH the perpetual easement, in common with Ocean Gateway Garage LLC, its successors and assigns, for maintenance purposes and use by delivery service vehicles to and from the Premises to Fore Street over and across a strip of land approximately eleven feet in width running along the entire easterly sideline of the Premises ("Alley Easement Area") which Alley Easement Area is also shown as an "11' Easement Benefits 25 India LLC" on the Plan. Together with the perpetual rights and easements to (a) maintain and plow the Alley Easement Area; (b) temporarily park service or delivery vehicles, lay, maintain, repair and replace utility lines, including without limitation, gas, electricity, sewer, water, storm, drainage in, on and over the Alley Easement Area; and, provided that any such acts shall be performed at Grantee's sole cost and expense in such a manner as to reasonably minimize any interference with Ocean Gateway Garage LLC, or its successors and assigns, use and enjoyment of the Alley Easement Area and subject to such rules and regulations as Ocean Gateway Garage LLC may promulgate from time to time. All of the foregoing described rights and easements together shall be herein referred to collectively as the "Alley Easement."

TOGETHER WITH the right to construct, operate and maintain two above ground pedestrian ramps to the Gateway Garage from any building constructed on the Premises together with such further ancillary rights, as are described in, and all of which to be in accordance with and subject to that certain Abutters Agreement between Ocean Gateway Garage LLC and the Grantee of even date to be recorded herewith and incorporated by reference as if more fully set forth herein. The pedestrian ramps referenced above are referred to in the Abutters Agreement and hereinafter as the "Pedestrian Ramps".

Subject to all of the terms, conditions and requirements set forth in the above-referenced Abutters Agreement, the Premises are conveyed together with the right to install subsurface foundation footings and/or pilings along the southwesterly edge of the Alley Easement Area provided (i) such installation does not interfere with any existing utility lines in the Alley Easement Area; (ii) that the footings do not encroach more than 24" onto the Alley Easement Area; and (iii) that the footings are all beneath the surface of the Alley Easement Area.

The Premises are conveyed SUBJECT TO (a) all rights, easements and privileges reserved for the benefit of the adjacent property of Ocean Gateway Garage LLC appearing of record including, without limitation, all those certain rights, easements and privileges reserved for the benefit of Ocean Gateway Garage LLC in that certain Quitclaim Deed With Covenant from Ocean Gateway Garage LLC to the Grantor dated May 27, 2005 and recorded in said Registry of Deeds in Book 25165, Page 250; (b) the right of Ocean Gateway Garage LLC, its successors and assigns, to convey in the future similar rights to others including lessees of Ocean Gateway Garage LLC and in the event that Ocean Gateway Garage LLC's remaining land is converted to a condominium, unit owners or an association of owners, without the necessity of receiving the prior consent of the Grantee, or its successors or assigns; (c) all permitting conditions imposed on Ocean Gateway Garage LLC, its successors and assigns, as such conditions may be amended from time to time; (d) the right to maintain the existing transformer, generator, utility lines, and any replacements thereof; and (e) the right to maintain and utilize any existing encroachments benefiting or serving the adjacent property of Ocean Gateway Garage LLC.

Grantee covenants and agrees by acceptance hereof that the Alley Easement Area shall be kept free of all structures, debris, and materials and that the Alley Easement Area shall be used for temporary parking of delivery, service, maintenance and construction vehicles only and not for parking of any other vehicles.

Grantee further covenants and agrees that in the event Ocean Gateway Garage LLC has paved or will pave the Alley Easement Area, upon completion of any construction on Premises, Grantee will restore the pavement in the Alley Easement Area if damage to pavement warrants such restoration. All other maintenance costs associated with the Alley Easement Area shall be shared equally between Ocean Gateway Garage LLC and Grantee, and their respective successors and assigns.

Grantee further covenants and agrees by acceptance hereof that it hereby succeeds to, and shall indemnify the Grantor against, the Grantor's obligation to indemnify Ocean Gateway Garage LLC, its successors and assigns, for any and all lost profits, costs, expenses and damages arising from the Grantor's and/or the Grantee's agent's or contractor's use of the Alley Easement Area.

Except as expressly stated herein, Grantee agrees to accept the Premises "as is," "where is" and "with all faults."

Grantee, by its acceptance of this instrument, hereby agrees for itself and its successors and assigns that any development and improvements constructed at the Premises shall have the benefit of and be subject to and in accordance with all of the terms and provisions of that certain Abutters Agreement between the Grantee and Ocean Gateway Garage LLC of even date to be recorded herewith.

Meaning and intending to convey the same premises as those described in a Quitclaim Deed from Ocean Gateway Garage LLC to 25 India Street LLC dated May 25, 2007, and recorded in the Cumberland County Registry of Deeds in Book 25165, Page 250.

IN WITNESS WHEREOF, 25 INDIA STREET LLC has caused this instrument to be executed by Riverwalk Venture, LLC, its Manager, through Intercontinental Fund IV Ocean Gateway, LLC, Intercontinental Real Estate Investment Fund IV and Intercontinental Real Estate Corporation, its parent companies, and by Peter Palandjian, as President and Treasurer of Intercontinental Real Estate Corporation, hereunto duly authorized, this 1st day of May, 2013.

25 INDIA STREET LLC, a Maine limited liability company
By: RIVERWALK VENTURE, LLC, a Maine limited liability company, Its Manager

By: Intercontinental Fund IV Ocean Gateway, LLC, Its Manager

By: Intercontinental Real Estate Investment Fund IV, LLC, Its Manager

By: Intercontinental Real Estate Corporation
Its Manager

By: _____
Peter Palandjian
Its President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 7th day of May, 2013, before me, the undersigned notary public, personally appeared Peter Palandjian, President and Treasurer of Intercontinental Real Estate Corporation, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the foregoing instrument, and acknowledged to me that he signed it voluntarily for its stated purpose and as the free act and deed of said Intercontinental Real Estate Corporation and in its stated capacities for each of Intercontinental Real Estate Investment Fund IV, LLC, Intercontinental Fund IV Ocean Gateway, LLC, Riverwalk Venture LLC, Riverwalk, LLC and 25 India Street, LLC.

_____
Notary Public Andrea Salvi

ANDREA D. SALVI
MY COMM. EXPIRES
JANUARY 11, 2019
NOTARY PUBLIC
COMMONWEALTH OF
MASSACHUSETTS

The Joinder of Ocean Gateway Garage LLC to this Deed is on the following page.

ATTACHMENT D

Lease Parking Agreement

PARKING LEASE
(25 India Street Parking)

THIS PARKING LEASE (the "Parking Lease") is entered into as of the 1st day of May, 2013, by and between OCEAN GATEWAY GARAGE LLC, a Maine limited liability company with an address of c/o Paul J. Nasser, CFO/COO, Intercontinental Real Estate Corp., 1270 Soldiers Field Road, Boston, MA 01235 ("Owner") and EAST INDIA LAND COMPANY LLC, a Maine limited liability company with a mailing address c/o Shipyard Brewing Company, 86 Newbury Street, Portland, ME 04101 ("Tenant").

WITNESSETH:

WHEREAS, Owner owns the Ocean Gateway Garage, a parking garage containing approximately seven hundred twenty (720) spaces located on a parcel of land approximately thirty-seven thousand (37,000) square feet in area located at 161 Fore Street in the City of Portland, County of Cumberland and State of Maine and shown as "Proposed Lot 3" on plan entitled "Subdivision/Recording Plat" by Owen Haskell, Inc., dated March 22, 2006 as revised April 13, 2006, and recorded in the Cumberland County Registry of Deeds in Plan Book 207, Page 54 (the "Garage"); and

WHEREAS, Owner and Tenant desire to enter into this Parking Lease for the purpose of setting forth the specific terms and conditions of that certain arrangement for parking associated with the development and use by Tenant of the property situated at 25 India Street, Portland, Maine (the "25 India Street Parcel") conveyed by 25 India Street, LLC, a Maine limited liability company, to Tenant by deed of even date as contemplated by a certain Settlement and Reciprocal Release Agreement, also of even date, between Owner, Tenant and others (the "Settlement Agreement") relating to litigation formerly pending in the Business and Consumer Court and in the Cumberland County Superior Court of the State of Maine; and

WHEREAS, Tenant may develop and construct office, retail, residential or other lawful facilities on the parcel located at 25 India Street, Portland, Maine and shall use the Parking Spaces, as defined below, for owners, tenants, renters, licensees, invitees, employees transient users of, and/or owners of condominium units in, the 25 India Street Parcel (collectively, and as so defined, "Qualified Parkers");

NOW, THEREFORE, for good and valuable consideration including the mutual covenants and agreements herein, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Use of Parking Spaces.

a. As of the Rent Commencement Date, as defined in Section 3 of this Parking Lease, Owner hereby leases to Tenant the right to use *up to* ninety six (96) parking spaces in the Garage upon, subject to and limited by the following terms and

conditions: (i) The parking spaces must be drawn down by Tenant in accordance with Tenant's Draw Down Notice, as defined in Section 1(e) of this Parking Lease, and (ii) The maximum number of parking spaces subject to being drawn down by Tenant's Draw Down Notice shall be the lesser of (x) ninety six (96) parking spaces or (y) the minimum number plus one of parking spaces required by the City of Portland for the development by Tenant of the 25 India Street Parcel in accordance with permitted zoning and land-use ordinances and regulations for such parcel (as so drawn down by Tenant's Draw Down Notice and as limited by such ordinances and land-use regulations, the "Parking Spaces"). All such parking in the Garage shall be in accordance with and subject to the terms and conditions below and such reasonable rules and regulations established from time to time by Owner governing the leasing and use of Parking Spaces by parkers generally in the Garage. Tenant understands and agrees that, in accordance with customary garage operations and management practices, specific parking spaces are not reserved or dedicated for Tenant and the availability of any specific parking space is not guaranteed. The Parking Spaces are intended for use for automobile, motorcycle, van and SUV parking only, not for the parking of any large commercial trucks or other commercial vehicles.

b. Owner shall make available to Tenant, one parking access card each space designated in Tenant's Draw Down Notice other than the spaces for which tenant will be paying rent but which cannot be used for parking because they are necessary for access to the Pedestrian Ramps which connect the Garage to 8 Middle Street referenced in a certain Abutters Agreement of even date between Tenant and Owner or in lieu of parking access cards, such parking codes or other "keys" or means of convenient 24-hour access as shall be available from time to time, which shall in turn be made available to Tenant's Qualified Parkers using the Parking Spaces and which shall provide access to the Parking Spaces for seven days each week and 24 hours of each day.

c. It is understood and agreed that these spaces shall be for Tenant's Qualified Parkers and the Parking Spaces may not be sublet or their use assigned, transferred or loaned to any person or entity who is not a Qualified Parker.

d. The Parking Spaces shall be solely for the benefit of the 25 India Street Parcel and no other properties. For the avoidance of doubt, the Parking Spaces may not be used for the benefit of the property situated at 8 Middle Street now or formerly owned by Hancock & Middle, LLC or for the benefit of the property of Shipyard Brewing Company. This Parking Lease shall be not be assignable, except in connection with the sale of the 25 India Street Parcel with which the Parking Spaces are associated. In no event shall the Tenant sublease the Parking Spaces, or otherwise permit their use or occupancy, at a different rental rate than specified in this Parking Lease, and in no case shall the Tenant sublease or otherwise authorize the use or occupancy of the Parking Spaces by any third person or entity not a Qualified Parker. Tenant acknowledges that its rights under this Parking Lease are and shall be subordinate to the interests of any future mortgagee of the Garage, provided that any such future mortgagee shall enter into a commercially reasonable subordination, non-disturbance and attornment agreement with respect to this Parking Lease. Tenant agrees to attorn to and recognize the holder of any

mortgage on the Garage, now and in the future, in accordance with the terms of such commercially reasonable subordination, non-disturbance and attornment agreement.

e. For Tenant to draw down Parking Spaces as contemplated in Section 1(a)(i) of this Parking Lease, Tenant shall give Owner written notice of its intention to draw down a specific number of Parking Spaces, such number of Parking Spaces drawn down to be subject to the maximum number of Parking Spaces specified in this Parking Lease and subject also to the limitations in number set forth in Section 1(a)(ii) of this Parking Lease. Tenant's written draw down notice to Owner to for the Parking Spaces ("Tenant's Draw Down Notice") shall specify a date no fewer than two (2) years before the date Tenant shall take possession of the Parking Spaces, which date shall be no later than May 1, 2023, and at which date Tenant shall commence the monthly payment of rent under this Parking Lease. Subject to such maximum limitation of ten (10) years limitation for Tenant to have the right to draw down Parking Spaces, Tenant's right to draw down the allowable number of Parking Spaces must be exercised with respect to this Parking Lease on or before May 1, 2021. Tenant shall have the one-time right to extend the date when rent payments will start under Tenant's Draw Down Notice for an additional ninety (90) days after having given such Draw Down Notice provided the Rent Commencement Date does not extend beyond May 1, 2023. Rent under the Parking Lease shall commence immediately at the end of the applicable notice period as aforesaid (i.e., within no more than two (2) years after the Tenant has given Tenant's Draw Down Notice and, in all cases, by May 1, 2023 – whether or not Tenant has given Tenant's Draw Down Notice). In no event shall Tenant ever sublease or otherwise authorize the use or occupancy of the Parking Spaces at a rental rate different than the amount due from Tenant under this Parking Lease. Tenant shall also have the right to cancel or reduce the number of Parking Spaces to be leased under this Parking Lease during the term upon ninety (90) days prior written notice, provided, however, that once such Parking Spaces have been canceled or their number reduced in accordance with such notice, such canceled or reduced Parking Spaces shall no longer be available to be drawn down in the future. In addition, in the event that rental payments are not made as required under this Parking Lease and/or this Parking Lease is duly terminated in accordance its terms and/or this Parking Lease expires, Tenant shall have no further rights to park in the Garage.

f. Notwithstanding any other provision in this Parking Lease to the contrary in the event that a building on the 25 India Street Parcel is not yet constructed or has not yet received a certificate of occupancy by May 1, 2023, Tenant may still Draw Down spaces under the preceding subparagraph provided that Tenant's Draw Down Notice has been given by May 1, 2021, and commence paying monthly rent accordingly, and Tenant may sublet those spaces to third parties who are not Qualified Parkers provided (i) that the spaces are rented at the same monthly rent being charged by Owner to monthly parkers and (ii) that within sixty (60) days following receipt of a certificate of occupancy for the 25 India Street Property, the restriction limiting the use of parking spaces rented hereunder to Qualified Parkers shall recommence.

2. Deposits. There shall be no Deposit for this Lease, but Tenant shall pay to Owner such customary fees and charges as are imposed by Owner upon other tenants of the Garage for lost cards or replacement cards and/or reimbursement for out-of-pocket expenses arising therefrom.

3. Term. The initial term (the "Initial Term") of this Parking Lease shall be thirty (30) years from the Effective Date, with rent payments under Section 5 below, commencing at the end of the applicable notice period specified in Tenant's Draw Down Notice, as it may be extended as set forth in Section 1(e) of this Parking Lease (the "Rent Commencement Date"). Provided that Tenant is not in default hereunder at the time of renewal, the Initial Term may be extended, upon nine (9) months written notice prior to the expiration of the Initial Term, for an additional thirty (30) year term (the " First Option Term", i.e., from May 1, 2043 to April 30, 2073). Provided that Tenant is not in default hereunder at the time of renewal, the First Option Term may be extended, upon nine (9) months written notice prior to the expiration of the First Option Term, for an additional (30) term years (the "Second Option Term").

4. Monthly Rate. The monthly rate for each Parking Space shall be no more than the Average Monthly Parking Rate (as adjusted annually during the Term and during the Option Term or Terms by Owner) for month-to-month parking spaces located in the following parking lots located in Portland, Maine: (i) Ocean Gateway Parking Garage; (ii) Custom House Parking Garage; and (iii) Casco Bay Ferry Terminal Garage, provided that if at any time during the Term the monthly rate for each Parking Space is increased by more than 20% percent during any 12-month period, Tenant may terminate this Lease upon one hundred eighty (180) days written notice to Owner.

In the event that the Average Monthly Parking Rate is not ascertainable, the rent shall be based upon the fair market value of covered parking spaces in the Portland, Maine "Old Port" area (i.e., the area bounded by Congress Street, Franklin Street, the water and Temple/Union Street).

The Average Monthly Parking Rate shall be set at the Rent Commencement Date in the initial Term and may be increased on June 1st of each year thereafter so long as the Lease is in effect, provided, however, that Owner shall deliver to Tenant not less than thirty (30) days prior to an increase, written notice of any increase in such rate.

All disputes concerning fair market rental rates shall be resolved in accordance with the arbitration procedure specified in this Parking Lease.

5. Payment. Beginning on the Rent Commencement Date, Tenant shall pay Owner the amount due for the Parking Spaces monthly by one check or wire transfer equal to one-twelfth of the amount of annual rent, to be received by Owner in advance, on or before the first day of each month at Owner's address hereinafter set forth or to such other address (e.g., a manager's) as may be designated by Owner in writing to Tenant from time to time. If the Rent Commencement Date does not fall on the first day of the month, then pro-rated rent for the first partial month shall be due on the Rent Commencement Date.

6. Late Payment. If the monthly payment for the Parking Spaces is not received by Owner by the 1st day of each calendar month or on the next business day if the 1st day of the month falls on a weekend or legal holiday, Tenant shall pay Owner (a) all unpaid amounts due with respect to the Parking Spaces, and (b) an additional late charge in the amount of five percent (5%) of the monthly payment for the Parking Spaces. Notwithstanding the foregoing, Tenant shall not be required to make such Late Payments for the first late payment event in any twelve (12)-month period if such late paid amounts are otherwise paid within fifteen (15) days of written notice from Owner of such non-payment. If there is more than one such late payment event in a twelve (12) month period, Tenant shall pay Owner the Late Payment charges set forth in this paragraph for such additional events. In the event that the payment of any amounts due from Tenant is not received by Owner within thirty (30) days of delivery of written notice from Owner to Tenant of such non-payment, then Owner shall have each and every remedy provided by law including the right to immediately terminate their Parking Lease and evict Tenant in a forcible entry and detainer ("FED") action for non-payment of rent, provided that if there is any dispute regarding the amount of rent due or whether paid on time, then any FED action shall only be started after arbitration under Section 15 below. Owner shall also be entitled to a reimbursement of its reasonable attorneys' fees incurred in such FED action. By way of clarification, if there is a dispute over the amount of rent due or whether rent was timely paid, it shall be handled under Paragraph 15 below.

7. Registration of Vehicles. All vehicles utilizing Parking Spaces shall be registered with Owner on forms provided to Tenant by Owner. No fees or charges shall be assessed for the registration of vehicles. Tenant agrees to exercise reasonable efforts to keep a current log of names of users and license numbers for employees using Parking Spaces and, if requested by Owner, provide updated copies of the log to Owner for inspection.

8. Assignment of Parking Lease as Collateral. Tenant shall have the right from time to time to assign this Parking Lease as collateral for a mortgage loan secured by the 25 India Street Property, provided that the rights for parking pledged under this Parking Lease shall not be severable from the mortgage or pledge of the 25 India Street Property such that any mortgagee, pledgee or collateral assignee of this Parking Lease, upon foreclosure or the exercise of its rights as a secured creditor, could liquidate the pledged parking rights separately from the liquidation of the 25 India Street Property. Owner agrees to provide simultaneous copies of any notices to Tenant hereunder, to said mortgagee.

9. Insufficient Parking Spaces. It is understood that, in accordance with the customary garage operations and management practices, Owner shall enter into parking agreements with other parties to use the Parking Spaces at times they are not being used by the Tenant. Owner agrees to use reasonable good faith efforts to ensure that there are sufficient parking spaces available in the Garage to satisfy the rights of Tenant hereunder. In the event there exists insufficient parking spaces in the Garage to meet the requirements of Tenant at any time Tenant exercises its rights to use parking spaces under this Parking Lease, Owner shall be obligated to terminate a sufficient number of monthly tenant-at-will parkers in the Garage within thirty (30) days thereafter as shall, in Owner's reasonable judgment, ensure the regular availability of sufficient parking spaces to meet such requirements of Tenant hereunder. If Tenant or any person entitled to a Parking Space hereunder is unable to find a parking space in

the Garage during allowable Parking Times, Tenant shall notify the Owner of the Garage, or Owner's garage manager as designated from time to time by Owner, within five (5) hours thereof (if between 9 a.m. and 5 p.m.) or if after 5 p.m. then by 10 a.m. on the day after Tenant or any person entitled to a Parking Space hereunder is unable to find a parking space in the Garage, following which Tenant shall be entitled to a credit against the next month's parking fee in an amount equal to the hourly parking rate at the Garage times eight (8) for each day that an employee of Tenant is unable to find a parking space, unless Owner can reasonably establish and document that a parking space was available in the Garage. The credits against parking fees set forth in this Section do not relieve Owner of its obligation to use reasonable good faith efforts to ensure that sufficient spaces are available, as provided herein. In the event Owner is not able to satisfy its obligations under this paragraph by terminating a sufficient number of monthly tenant-at-will parking patrons within the aforesaid thirty (30) days, the parties shall immediately commence good faith negotiations to reach a mutually satisfactory resolution to the issue of insufficient parking spaces within thirty (30) days.

10. Maintenance and Repair of Garage. Subject to the provisions of Paragraph 13 below, Owner shall maintain the Garage in good condition and repair and suitable for the safe parking of vehicles. Owner shall not be deemed in default in any of its obligations under this Parking Lease during any period in which all or any significant portion of the Garage is closed to all parkers for required maintenance and repairs, provided that except in cases of emergency Owner provides Tenant with seven (7) days written notice of such closing of all or any significant portion of the Garage (i.e., more than 100 spaces at any one time), or for any other reasons beyond the control of Owner. Owner shall use reasonable efforts to undertake such maintenance and repair during such times as shall, in the reasonable judgment of Owner, minimally interfere with parking in the Garage. If such maintenance shall cause the Parking Spaces or some significant portion thereof to be unavailable for three (3) or more consecutive days, Tenant shall be entitled to a pro rata credit against the monthly parking fee to the extent of any adverse impact of the availability of the parking spaces demised under this Lease . In the event Owner is not able to satisfy its obligations under this paragraph within the aforesaid time frame, the parties shall immediately commence good faith negotiations to reach a mutually satisfactory resolution to the issue of available parking spaces within thirty (30) days.

11. Insurance. Each party shall maintain or cause to be maintained commercial general liability insurance, the form of which and amount of coverage to be reasonably acceptable to the other party but at any rate not less than $2,000,000 combined single limit, with each policy of insurance coverage containing waiver of subrogation. Each party further agrees to maintain such insurance with acceptable coverage limits during the term of this Parking Lease following the Rent Commencement Date and shall provide the other party with not less than fifteen (15) days written notice prior to the cancellation or expiration of any insurance policy required to be maintained pursuant to this Parking Lease. Owner shall be listed as an additional insured on Tenant's liability policy. Tenant shall procure such coverage and maintain it continually in force during the term of this Parking Lease on and after the date Tenant shall have drawn down and taken possession of the Parking Spaces in accordance with the provisions of Section 1(e) hereof.

12. Damage to Vehicles or Personal Property. Owner shall not be responsible for any damage or loss to vehicles or personal property belonging to any person using any of the Parking Spaces, except for such damage or loss resulting from the Owner's breach of this Parking Lease arising from its gross negligence or willful misconduct or the gross negligence or willful misconduct of Owner's, employees, agents or independent contractors.

13. Cessation of Garage Business. Owner shall not be deemed in default in any of its obligations under this Parking Lease in the event Owner ceases temporarily to operate the Garage, or any portion thereof, due to events beyond the control of Owner, which events may include without limitation, acts of government, embargoes, fire, flood, explosions, hurricanes, tornadoes, acts of God, terrorism or public enemy, strikes, labor disputes, vandalism, riots, or any similar events which, in the reasonable judgment of Owner, make use of the Garage impossible or impractical. If there is a "Casualty Event" (as defined below) the Owner shall have the right to elect whether or not to rebuild or restore the Garage within 120 days of the Casualty Event. If Owner elects to rebuild or restore the Garage, then this Parking Lease shall remain in effect except that Tenant's obligation to pay rent shall abate pro-rata so long as some or all of the Parking Spaces have not been and are not available. If Owner elects not to rebuild or restore the Garage, then this Parking Lease shall terminate upon notice thereof from Owner to Tenant. If Owner elects to rebuild or restore the Garage or if there is damage to the Garage that does not rise to the level of a Casualty Event, Owner agrees to use diligent good faith efforts to complete the reconstruction or restoration within a reasonable period of time. Notwithstanding the foregoing, Owner agrees that if there is a Casualty Event, Owner shall elect to rebuild or restore the Garage, if the insurance proceeds available by reason of such Casualty Event are sufficient to rebuild or restore and so long as said proceeds are not otherwise claimed by Owner' lender under any mortgage on the Garage or otherwise unavailable. A "Casualty Event" shall occur if there is destruction of more than fifty(50%) percent of the Garage. Upon such termination of this Parking Lease by either Owner or Tenant, all rights and obligations of Owner and Tenant hereunder shall cease and shall be of no further force and effect except for such obligations as shall by their express terms, survive termination of this Parking Lease, subject to compliance with Paragraph 14 below. Tenant shall remain liable to Owner for payments due Owner accrued and unpaid up to the date of said termination.

14. Compliance with Terms and Conditions: Indemnity. Tenant shall be responsible for ensuring that the use of the Garage by its employees complies with the terms and conditions of this Parking Lease and such other reasonable rules and regulations as are established from time to time by Owner governing the use of the Garage generally by parking patrons. Tenant hereby agrees to indemnify and hold harmless Owner from any claim, costs, liability and expense including, but not limited to, reasonable attorneys' fees and expenses, arising from or attributable to Tenant's or its guest's or employee's use of the Garage hereunder in violation of this Parking Lease or such rules and regulations or attributable to Tenant's breach of its obligations under this Lease. Owner hereby agrees to indemnify and hold harmless Tenant from any claim, costs, liability and expense, including but not limited to, reasonable attorneys' fees and expenses, arising from or attributable to Owner's acts or failure to act pursuant to its obligations under this Lease. This agreement to indemnify shall survive termination of this Parking Lease.

15. Disputes.

a. Any controversy, claim or cause of action arising out of or relating to this Agreement, other than as to the obligation to pay rent and any additional rent without offset or deduction as provided in this Parking Lease, shall be finally settled by arbitration by a single arbitrator appointed in accordance with and conducting arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall have the power to grant equitable remedies in addition to imposing monetary damages. Arbitration shall be held in Portland, Maine, or such other location as the parties agree. All arbitration under this paragraph shall be final, binding and conclusive. The parties shall separately bear their costs and expenses, including attorneys' fees, associated with any such dispute or arbitration without regard to which of them is the prevailing party.

b. Despite subparagraph a. above, if any party believes it necessary to seek injunctive relief or a provisional remedy (such as forcible entry and detainer or an attachment or trustee process), such party may file a civil action in any court having jurisdiction for such foreclosure, injunctive relief or provisional remedy. The arbitration procedures specified in subparagraph a. above, however, shall apply to the determination of the merits of any monetary claim or defense, and the court proceeding shall extend no further than to provide a kind of relief or remedy not readily available under the subparagraph a. above procedures.

c. Tenant and Owner for themselves, their heirs, successors, and assigns hereby knowingly, willingly and voluntarily waive any and all rights such party may have to a trial by jury in any forcible and detainer ("FED") action or proceeding brought by Owner or Owner's successors and/or assigns based upon or related to the provisions of this Parking Lease. Owner and Tenant hereby agree that any such FED action or proceeding shall be heard before a single judge of the appropriate District Court or a single justice of the appropriate Superior Court, or a Federal District Court Judge sitting in the District of Maine.

16. Estoppel Certificate. At any time, and from time to time, upon the written request of Owner or any mortgagee, Tenant within ten (10) days of the date of such written request agrees to execute and deliver to Owner and/or such mortgagee, without charge and in a form reasonably satisfactory to Owner, Tenant, and/or such mortgagee, a written statement: (i) ratifying this Lease; (ii) confirming the commencement and expiration dates of the term of this Lease; (iii) certifying that Tenant is in occupancy of the Leased Premises, and that the Lease is in full force and effect and has not been modified, assigned, supplemented or amended except by such writings as shall be stated and agreeing not to amend, modify or cancel this Lease without mortgagee's written consent; (iv) certifying that all conditions and agreements under this Lease to be satisfied or performed by Owner have been satisfied and performed except as shall be stated; (v) certifying that Owner is not in default under the Lease and there are no defenses or offsets against the enforcement of this Lease by Owner, or stating the defaults and/or defenses claimed by Tenant; (vi) reciting the amount of advance rent, if any, paid by Tenant and the date to which such rent has been paid and

agrees not to prepay rent more than 10 days in advance; (vii) reciting the amount of security deposit deposited with Owner, if any; and (viii) any other information which Owner or the mortgagee shall reasonably require. Owner agrees, upon written request of Tenant or Tenant's mortgagee to execute and deliver, without change, an estoppel certificate addressing items (i)-(iii) and (iv) (but addressing Tenant's performance) and (v) (but addressing Tenant's performance) and items vi and vii.

17. Subordination. Tenant agrees that, except as hereinafter provided, this Lease is, and all of Tenant's rights hereunder are and shall always be, subject and subordinate to any mortgage or leases of the Garage pursuant to which Owner has or shall retain the right of possession of the Garage or security instruments (collectively called "Mortgage") that now exist, or may hereafter be placed upon the Garage and to all advances made or to be made thereunder and to the interest thereon, and all renewals, replacements, modifications, consolidations, or extensions thereof; provided that so long as Tenant is in full compliance with monetary the terms and provisions of this Lease and in full material compliance with all non-monetary terms and provisions of this Lease (with all defaults, if any, fully and timely cured within applicable grace periods), any such Mortgagee, lessor or purchaser at a foreclosure sale shall recognize Tenant in accordance with the terms hereof; provided further that if the holder of any such Mortgage ("Mortgagee") or if the purchaser at any foreclosure sale or at any sale under a power of sale contained in any Mortgage shall at its sole option so request, Tenant shall attorn to, and recognize such Mortgagee or purchaser, as the case may be, as Owner under this Lease for the balance then remaining of the term of this Lease, subject to all terms of this Lease, and that the aforesaid provisions shall be self-operative and no further instrument or document shall be necessary unless required by any such Mortgagee or purchaser. Should Owner or any Mortgagee or purchaser desire confirmation of either such subordination or such attornment, as the case may be, Tenant upon written request, and from time to time, shall execute and deliver without charge and in commercially reasonable form satisfactory to Owner, the Mortgagee or the purchaser all instruments and/or documents that may be requested to acknowledge such subordination and/or agreement to attorn, in recordable form. In the event Tenant fails to execute and deliver the instruments and documents as provided for in this paragraph within the time period set forth herein, the parties hereto shall immediately commence good faith negotiations to reach a mutually satisfactory resolution to the issue within thirty (30) days. In the event that the parties shall fail to come to agreement within such thirty (30) day period, either party may submit the dispute to resolution by arbitration as provided in this Parking Lease. Failure of either party to comply with any final arbitration award shall constitute an event of default under this Parking Lease.

18. Assignment by Tenant. This Parking Lease may not be assigned, transferred, encumbered or conveyed, or hypothecated, in whole or in part, by Tenant to any other person or entity, under any circumstances, except to a purchaser, lessee, mortgagee, condominium association or other transferee, of the 25 India Street Parcel.

19. Miscellaneous.

a. This Parking Lease and the rights and obligations hereunder shall be binding upon the Owner and its successors and assigns in interest. In the event that Owner sells the Garage to a third party, upon the assignment and assumption of this

Parking Lease by the third party, the Owner shall have no further obligations hereunder for any period of time following the assignment and assumption.

b. Except as otherwise provided herein, any notice relating in any way to this Parking Lease shall be in writing and shall be either hand delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

To Owner:
Ocean Gateway Garage LLC
c/o Paul J. Nasser, CFO/COO
Intercontinental Real Estate Corp.
1270 Soldiers Field Road
Boston, MA 01235

With a copies to:
James M. Bradley, Esq.
Bradley & Associates
1270 Soldiers Field Road
Boston, MA 02135-1003

Katharine E. Bachman, Esq.
WilmerHale
60 State Street
Boston, MA 02109

Paul F. Driscoll, Esq.
Norman, Hanson & DeTroy, LLC
415 Congress Street
P.O. Box 4600
Portland, ME 04112-4600

To Tenant:
Eight Middle Land Company LLC
86 Newbury Street
Portland, Maine 04101

With a copies to:
George J. Marcus, Esq.
Marcus, Clegg & Mistretta, P.A.
One Canal Plaza, Suite 600
Portland, ME 04101

and

Nathan H. Smith, Esq.
Bernstein Shur Sawyer & Nelson
100 Middle Street
P.O. Box 9729
Portland, ME 04104-5029

and such notice shall be deemed delivered upon the earlier of actual receipt or three days after deposit in the U.S. mails as set forth above or, in the case of hand delivery, when received in person with a written acknowledgement of receipt. Either party may, by such manner of notice, substitute persons or addresses for notice other than those listed above and also add persons or addresses for notices to lenders or their counsel.

c. All paragraph headings in the Parking Lease are for convenience of reference only and are of no independent legal significance.

d. This Parking Lease may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

e. Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Parking Lease, which alone fully and completely expresses their entire Parking Lease.

f. If any part of any term or provision of this Parking Lease shall be held or deemed to be invalid, inoperative or unenforceable to any extent by a court of competent jurisdiction, such circumstance shall in no way affect any other term or provision of this Parking Lease, the application of such term or provision in any other circumstances, or the validity or enforceability of this Parking Lease.

g. The language used in this Parking Lease shall be deemed to be the language chosen by the parties to express their mutual intent and no rule of strict construction shall be applied against either party. Without limiting the generality of the foregoing, the language in all parts of this Parking Lease shall in all cases be construed as a whole according to its fair meaning, strictly neither for nor against any party hereto, and without implying a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the person who drafted the same. It is hereby agreed that the representatives of both parties have participated in the preparation hereof.

h. This Parking Lease may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same instrument.

i. This Parking Lease may not be recorded but a Memorandum hereof containing such information as is required by 33 M.R.S.A. § 201 may be recorded by either party at any time after the execution hereof. Owner agrees to execute and have acknowledged and delivered to Tenant for recording at the Cumberland County Registry of Deeds, such a Memorandum, if tendered by Tenant.

j. This Parking Lease shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine.

IN WITNESS WHEREOF, the undersigned have caused this Parking Lease to be executed by their duly authorized representatives.

[Signatures Located on Following Pages]

OWNER:

OCEAN GATEWAY GARAGE, LLC
a Maine limited liability company

By: RIVERWALK VENTURE, LLC a Maine limited liability company

By: Intercontinental Fund IV Ocean Gateway, LLC, its Manager

By: Intercontinental Real Estate Investment Fund IV, LLC, its Manager

By: Intercontinental Real Estate Corporation, its Manager

By: _____
Peter Palandjian

TENANT:

EAST INDIA LAND COMPANY LLC

By:_____
Fred M. Forsley
Its Manager

MEMORANDUM OF LEASE

This Memorandum of Lease is made this 3rd day of May, 2013, pursuant to Title 33, Section 201 of the Maine Revised Statutes with respect to the following described Parking Lease (the "Parking Lease"):

Effective Date of Lease: As of May 1, 2013

Name of Landlord: Ocean Gateway Garage LLC, a Maine limited liability company

Name of Tenant: East India Land Company LLC, a Maine limited liability company

Initial Term: 30 Years from the Effective Date

Extension Terms: Two renewal terms – each for additional thirty (30) year term

Right of First Refusal: None

Option to Purchase: None

Description of Demised Premises:

Right to rent up to (x) ninety six (96) parking spaces or (y) the minimum number plus one of parking spaces required by the City of Portland for the development by Tenant of the 25 India Street Parcel in accordance with permitted zoning and land-use ordinances and regulations for such parcel in the Ocean Gateway Garage, a parking garage containing approximately seven hundred twenty (720) spaces located on a parcel of land approximately thirty-seven thousand (37,000) square feet in area located at 161 Fore Street in the City of Portland, County of Cumberland and State of Maine and shown as "Proposed Lot 3" on plan entitled "Subdivision/Recording Plat" by Owen Haskell, Inc., dated March 22, 2006 as revised April 13, 2006, and recorded in the Cumberland County Registry of Deeds in Plan Book 207, Page 54.

Nothing herein shall or does change or modify the terms of the Parking Lease.

IN WITNESS WHEREOF, Ocean Gateway Garage LLC has caused this instrument to be executed by its duly authorized representatives this 3rd day of May, 2013.

[Signatures Continued on the Following Page]

OCEAN GATEWAY GARAGE, LLC
a Maine limited liability company

By: RIVERWALK VENTURE, LLC a Maine limited liability company

By: Intercontinental Fund IV Ocean Gateway, LLC, its Manager

By: Intercontinental Real Estate Investment Fund IV, LLC, its Manager

By: Intercontinental Real Estate Corporation, its Manager

By: _____
Peter Palandjian

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 3rd day of May, 2013, before me, the undersigned notary public, personally appeared Peter Palandjian, President and Treasurer of Intercontinental Real Estate Corporation, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the foregoing instrument, and acknowledged to me that he signed it voluntarily for its stated purpose and as the free act and deed of said Intercontinental Real Estate Corporation and each of Intercontinental Real Estate Investment Fund IV, LLC, Intercontinental Fund IV Ocean Gateway, LLC, Riverwalk Venture LLC and Ocean Gateway Garage LLC.

_____
Notary Public

ANDREA D. SALVI
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMM. EXPIRES JANUARY 11, 2019

Received
Recorded Register of Deeds
May 07,2013 03:54:50P
Cumberland County
Pamela E. Lovley

3. TECHNICAL AND FINANCIAL CAPACITY

3.1 TECHNICAL CAPACITY

The applicant has assembled a highly qualified team of professionals to plan, permit, and develop construction documents for the project. The Team is working under the direction of Mr. Nathan Bateman of Bateman Partners, LLC as Project Developer.

The Team services will be provided by the following companies and their respective team leaders:

3.2 CONSULTANT TEAM

Civil Engineer	Joseph A. Laverriere, P.E. Fay, Spofford & Thorndike 778 Main Street, Suite 8 South Portland, ME 04106 (207) 775-1121 – Work (207) 879-0896 – Fax (207) 749-5088 – Cell jlaverriere@fstinc.com
Surveyor	John Swan Owen Haskell, Inc. 390 US Route 1, Unit 10 Falmouth, Maine 04105 (207) 774-0424 – Work (207) 774-0511 – Fax jswan@owenhaskell.com
Architect	David Lloyd Archetype, PA 48 Wharf Street Portland, ME 04101 (207) 772-6022 – Work (207) 772-4056 – Fax 207-671-9194 – Cell lloyd@archetypepa.com
Attorney	Ronald Ward Drummond Woodsum 84 Marginal Way, Suite 600 Portland, ME 04101 (207) 772-1941 – Work (207) 772-3627 – Fax RWard@dwmlaw.com
Lighting/Site Electrical	Will Bennett, Jr. Bennett Engineering P.O. Box 297 Freeport, ME 04032 (207) 865-9475 – Work (207) 865-1800 – Fax Will@bennettengineering.net

Geotechnical Engineer	William Peterlein P.E. Summit Geoengineering Services 145 Lisbon Street, Suite 601 Lewiston, ME 04240 (207) 576-3313 – Work bpeterlein@summitgeoeng.com
Environmental Engineering	Robert Hoffman, P.E. Hoffman Engineering, Inc. 640 Ten Rod Road North Kingstown, RI 02852 (401) 294-9032 – Work (207) 294-1288 – Fax hoffmanengineering@verizon.net

3.3 EXPERIENCE OF PROJECT TEAM

The team of consultants retained by the Developer has expertise and experience in the design of similar projects. Resumes of key personnel for the development team can be provided upon request.

The applicant also has significant experience in the development and management of large commercial projects as evidenced by information provided in this submission's cover letter. A listing of the additional real estate projects for which the Applicant's development team has been involved can be provided upon request.

3.4 FINANCIAL CAPACITY

The applicant has the means at its disposal for financing the proposed 185 Fore Street project. A letter of financial capacity for the project is contained in Attachment E.

3.5 CONSTRUCTION COST ESTIMATE

The project has an overall construction cost estimate of $3,900,000. This construction cost value is considered preliminary and subject to change as building design and project layout is refined, etc.

3.6 ATTACHMENTS

Attachment E – Letter of Financial Capacity

ATTACHMENT E

Letter of Financial Capacity

Att. L

Bangor Savings Bank

May 2, 2014

Mr. Jeff Levine
Director
City of Portland Planning and Development
389 Congress Street
Portland, Maine 04101

Re: Bateman Partners – 185 Fore Street

Dear Mr. Levine,

The Bank is currently in discussions with the developer concerning a commercial project located at 185 Fore Street in Portland. Although no application for financing has yet been submitted to the Bank and no commitment or proposed terms have been presented by the Bank, we have a high degree of interest in providing construction financing for the project.

The Bank has worked with the project developer, Bateman Partners, on several successful construction projects. Based on the developer's financial capacity, development experience, and a preliminary review of the project's cash flow projections, we believe that the project and sponsor have the necessary components to develop and operate the project successfully.

Very truly yours,

Michael P. O'Reilly
Vice President, Commercial Banking

4. CONSTRUCTION MANAGEMENT PLAN

The following information is provided in accordance with the City of Portland Code of Ordinances Chapter 14 Land Use, Section 14-527(g)(1).

4.1 CONSTRUCTION MANAGEMENT PLAN

Bateman Partners, LLC is seeking to commence construction during the spring of 2015 and complete work by the spring of 2016. The construction will involve site work and new building construction. The attached construction plan outlines the anticipated timeline and sequence of activities.

4.2 ATTACHMENTS

Attachment F – Construction Management Plan

ATTACHMENT F

Construction Management Plan

PROPOSED CONSTRUCTION MANAGEMENT PLAN FOR THE 185 FORE STREET MIXED USE DEVELOPMENT PROJECT

CONSTRUCTION APPROACH NARRATIVE:

The core element of the plan is to have the project management team and the field supervision team working together out of an on-site construction office. This team will be linked directly to the General Contractor's project management and job cost accounting systems. The goal of this arrangement is to ensure clear and timely communication within the General Contractor team and seamless coordination of project activities. Project management will be overseen by a Senior Project Manager working out of the General Contractor's home office. The General Contractor will locate a Project Manager and one or more Superintendents on the site for direct oversight and management of the Infrastructure work, site work and building.

The work involves the construction of a new four story mixed use building. This work will require coordination with the utility companies, City of Portland, and adjacent property owners along Fore and India Streets.

Key issues to be addressed include:

- Public safety and continued accessibility along the adjacent streets
- Communication with abutters
- Traffic management
- Parking for workforce
- Coordination of material deliveries
- Laydown and material storage areas
- Crane pads and erection sequences (if required)
- Waste management
- Construction office areas
- Designated areas for stockpiled materials
- Snow removal

The General Contractor will work with the City of Portland, owner and other entities to coordinate with the various off site construction activities including all work within the Public Right of Ways.

5. STORMWATER MANAGEMENT

The following information is made in accordance with the City of Portland Code of Ordinances Chapter 14 Land Use, Section 14-526(b)(3).

5.1 OVERVIEW

In accordance with Section 5 of the City of Portland Technical Manual, a Stormwater Management Plan has been prepared for the project, demonstrating compliance with the regulations of MaineDEP Chapter 500 Stormwater Management Rules, including the General, Basic, and Flooding Standards. A copy of the Stormwater Management Plan is provided as Attachment G.

5.2 ATTACHMENTS

Attachment G – Stormwater Management Plan

ATTACHMENT G

Stormwater Management Plan

STORMWATER MANAGEMENT REPORT (BASIC, GENERAL, AND FLOODING STANDARDS)

185 FORE STREET MIXED-USE COMPLEX

PREPARED FOR:

BATEMAN PARTNERS, LLC
P.O. BOX 3572
PORTLAND, MAINE 04104



Michael E Wielandt
7-8-14

PREPARED BY:

FAY, SPOFFORD & THORNDIKE
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, MAINE 04106
(207) 775-1121

JULY 2014

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APPENDICES

A – Inspection & Maintenance Manual for Stormwater Management and Related Stormwater Facilities

STORMWATER MANAGEMENT REPORT

1.0 INTRODUCTION

Fay, Spofford & Thorndike (FST) has been retained by Bateman Partners, LLC to assist in the preparation of site design and site permitting for a proposed 6,060 SF footprint multi-unit building located at 185 Fore Street in Portland, Maine. The development will include a new multi-unit commercial and residential building and related infrastructure improvements. This proposed project will create a total of 6,947 SF of developed area, 99% of which will be new structure area (building and other impervious surfaces).

The development site is located on the northeast side of India Street at the intersection of Fore Street in Portland. The site is owned by East India Land Company, LLC. The site currently drains to the City's combined sanitary and storm sewer system in India Street. Runoff from the proposed building will drain through a roofdrain cartridge filter unit prior to entering the municipal drainage system. The use of the cartridge filter unit will allow the treatment of runoff from a 3.9" rain event.

2.0 EXISTING SITE CONDITIONS

The 6,947 SF site was previously developed with a building associated with the American Hoist & Derrick Company; however, this building was previously razed with only remnants of the foundation visible on the site. After demolition of the former building, the building foundation was filled and the site graded to create a lawn area. The site is currently developed with the following land cover:

TABLE 1 – LAND COVER

Current Land Cover	Square Feet (SF)
Pervious	6,360
Impervious	587
Total	**6,947**

The existing site is comprised of developed grass and gravel areas. The adjacent site has an existing 11 foot wide easement that is currently gravel and benefits the project site.

The land area slopes northwest to southeast towards Fore Street with approximately six (6) feet of grade differential. Most of the grade differential is along the India Street frontage. As mentioned previously, there are remnants of the former building foundation along India Street as well as a masonry wall along the northwesterly site boundary that forms a border to the Micucci parking lot. Finally, there is a portion of sheet pile wall within the northerly corner of the site that is believed to be a remnant of the temporary excavation system installed as part of the Ocean Gateway Garage development. The site currently drains towards Fore Street where stormwater is collected and drains to the City of Portland municipal combined sewer system in India Street.

The India Street combined sewer system conveys runoff south to the Fore Street Pump Station where it is pumped to the City's East End Wastewater Treatment Facility and treated before discharging into Casco Bay.

The existing project site is depicted on the Boundary and Topographic Survey provided in the project drawings.

3.0 PROPOSED PROJECT

The proposed project will include redevelopment of 6,947 SF, 99% of which will be new impervious area.

The proposed project includes a 6,060 SF building and surrounding walkways. The adjacent 11 foot wide easement made up of gravel area that benefits the site will be paved as part of this project. The proposed building will have its main retail entry on India Street, and its main residential entry on Fore Street. The proposed building will essentially fill the site. Exterior improvements include installation of new utility services to the building for water, sewer, natural gas, electric, telephone and communications. In addition, the proposed site improvements include replacement of the sidewalks along India and Fore Street with brick sidewalks. The applicant has secured parking within the Ocean Gateway Garage through a lease agreement; therefore, no new parking is proposed as part of the project.

Runoff from the proposed roof area will be captured and routed through a Fabco cartridge filter unit located within the building. Runoff will then be piped to the existing catch basin on the corner of India Street and Fore Street that is part of the City's municipal combined sewer system within India Street. Runoff from remaining site areas will continue to drain over land to existing drainage inlets. The entire site will continue to drain to the municipal combined sewer network in India Street. Overall drainage patterns will remain as they are today.

The proposed land use for the site after development will be as follows:

TABLE 2 – POSTDEVELOPMENT LAND USE

Proposed Land Cover	Square Feet (SF)	Change from Current (SF)
Pervious	55	-6305
Impervious	6,892	+6,305
Total	**6,947**	

4.0 APPLICABLE STORMWATER REQUIREMENTS

This project does not meet the thresholds which require a MaineDEP Stormwater Permit; however, the City of Portland Code of Ordinance requires any stormwater management design to meet the MaineDEP Chapter 500 Regulations for the Basic, General, and Flooding Standards. The project site features a previously approved design to meet the flooding standard. A similar project to the one proposed was approved in 2006 as part of the former Eastern Waterfront Development project, which included the Ocean Gateway parking Garage and a proposed office building on the Fore Street and India Street parcel. According to the stormwater analysis prepared by Woodard & Curran, this approved project removed approximately 1.27 acres of tributary area from the combined sewer system in India Street. This was done by treating and regulating peak flows of stormwater from the Ocean Gateway Parking Garage and conveying the runoff to Casco Bay via the Hancock Street storm drain network. The roof runoff from the previously proposed office building on the corner of Fore and India Streets was designed to connect to the combined sewer because there is no separate storm drain in the immediate vicinity. The significant reduction in area tributary to the combined sewer resulted in a reduction in stormwater peak flow rates. The currently proposed project will maintain this previously approved runoff pattern. A dedicated roof drain from the proposed project will connect to the existing catch basin at the corner of Fore and India Streets, which will allow for further reduction in stormwater runoff to the combined system if the India Street storm drain network is separated

from the sanitary sewer in the future. FST understands that the City Public Services Department supports this approach.

5.0 STORMWATER MANAGEMENT OBJECTIVES

The goal of the Stormwater Management Plan is to design, operate, and maintain the development to avoid downstream erosion or significant water quality impairment.

This goal will be achieved by:

- Designing the project to meet the Portland Stormwater Management Standards and the MeDEP Chapter 500 Basic Standards, General Standards, and Flooding Standards (revised October 2010).
- Designing water quality measures to provide long-term removal of non-point contaminants by treating runoff from storm events up to the 1-year storm (2.5 inch storm).
- Implementing a plan to control erosion, sedimentation, or fugitive dust emissions during construction.
- Maintenance of the Stormwater Management System in accordance with the Stormwater O&M Manual (provided as a separate document).

The plan has been designed in accordance with the City of Portland Stormwater Rules.

6.0 STORMWATER MANAGEMENT QUALITY SUMMARY

To meet the General Standards, the project will utilize a Fabco Roofdrain StormBasin cartridge filter unit installed within the building to treat the entire developed building rooftop, which encompasses 6,060 SF. These units filter debris and heavy metals using Fabco media cartridges. These systems are suited to the project site due to the limited site space available for more traditional stormwater treatment measures. The roofdrain filter unit contains two cartridge filters capable of treating a peak discharge rate of 0.52 CFS and bypassing flows up to 1.89 CFS.

Peak flow rates of runoff from the proposed roof and tributary to the filter unit are provided in the table below:

TABLE 9

PEAK RATES OF RUNOFF TRIBUTARY TO ROOFDRAIN FILTER UNIT

1 Yr Storm Event (CFS)	2 Yr Storm Event (CFS)	10 Yr Storm Event (CFS)	25 Yr Storm Event (CFS)
0.33	0.39	0.62	0.73

The Fabco two cartridge filter unit is capable of treating runoff from storms up to 3.9 inches, which meets the objective of treating runoff from the 1-year design storm event. The filter unit is capable of bypassing flows from storms greater than 14 inches, which is far greater than the 25-year storm event.

7.0 CHAPTER 500 TREATMENT PERCENT COMPLIANCE

The existing project site is entirely developed and contains 587 SF of impervious area. The proposed project will result in 6,305 SF of additional impervious area. The existing wall remains and gravel areas will be replaced with rooftop.

In order to meet the general standard, at least 95% of the new impervious area, and 80% of the redeveloped area must receive treatment. This standard will be met through the use of the proposed Fabco cartridge filter system, which will treat runoff from the 6,060 SF of rooftop. A summary of the water quality treatment percentages is provided below:

TABLE 10
WATER QUALITY SUMMARY

	New Impervious Area (SF)	Treated Impervious (SF)	Developed Area (SF)	Treated Developed (SF)
	6,305	6,060	6,947	6,060
PERCENTAGE		**96 %**		**87 %**

As indicated in the summary table, the proposed design exceeds the required treatment standards of the General Standard through the implementation of the roofdrain filter unit.

8.0 EROSION CONTROL

Erosion Control will be provided on site during construction in the form of a perimeter siltation fence, and storm drain catch basin inlet protection SiltSacks®. Siltation fence shall be installed down slope of any disturbed areas to trap runoff-borne sediments until the site is revegetated. The silt fence shall be installed per the detail provided in the project drawings and inspected immediately after each rainfall and at least daily during prolonged rainfall. SiltSacks® will be installed at catch basin inlets to prevent silt from entering the storm drain system and remain in place until the tributary drainage area has been stabilized. SiltSacks® shall be inspected after each rainfall and repairs made as necessary, including the removal of sediment. Site specific erosion control notes and details, including requirements for inspection, maintenance, and record keeping are located directly on the project drawings.

9.0 OPERATIONS AND MAINTENANCE

An Operations & Maintenance Manual has been prepared and accompanies this application in Appendix A.

10.0 APPENDICES

A – Inspection & Maintenance Manual for Stormwater Management and Related Stormwater Facilities

APPENDIX A

INSPECTION & MAINTENANCE MANUAL FOR STORMWATER MANAGEMENT AND RELATED STORMWATER FACILITIES

INSPECTION AND MAINTENANCE FOR 185 FORE STREET MULTI-USE COMPLEX

PREPARED FOR:

BATEMAN PARTNERS, LLC
P.O. BOX 3572
PORTLAND, MAINE 04104

PREPARED BY:

FAY, SPOFFORD & THORNDIKE
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, MAINE 04106
(207) 775-1121

JULY 2014

A. INTRODUCTION

The 185 Fore Street multi-use complex features a Fabco cartridge filter unit, Model 10080-1, located within the building. The stormwater management system must be regularly inspected and maintained to ensure that each component is performing as intended throughout its life.

B. FABCO MODEL 10080-1 STORMBASIN CARTRIDGE FILTER UNIT

Preface: The roof drain filter unit is intended to provide water quality treatment for runoff from the proposed roof surface prior to discharge into the municipal drainage system in Hancock Street Extension. Primary contaminants from the roof include bird waste, metals, dust, and related pollutants.

Inspection: The roof filter unit must be inspected to ensure proper function during rain events. Primary inspection goals include removal of debris, leaves, or related solids preventing filtering and water pass thru or blocking the internal overflow.

Maintenance: If the filter is not draining within 24 hours, the filter media shall be replaced in accordance with the manufacturer's instructions. Debris must be removed from the filter unit. With all debris removed from the StormBasin the filter cartridge(s) will be exposed at the bottom. To remove the cartridge(s) reach down into the basin and firmly grasp the plastic outer rim of the cartridge body just below the foam, twist the cartridge body counter-clock-wise about ¼ turn until it stops, and lift the cartridge straight up to remove. Insert the new StormBasin cartridge down through the hole in the base of the unit. The colored ring on the cartridge should be facing upwards. Push the cartridge all the way through the hole until it rests on the bottom. Slowly turn the cartridge in a clock-wise direction until the tabs align with the slots and the cartridge body drops about ¼' further down. Once the tabs fall through the slots, continue turning firmly in a clock-wise direction until the tabs contact the STOPS. The cartridge is now installed.

Frequency: During the first year, the unit should be inspected quarterly and following all major storm events. Thereafter, the unit should be inspected at least every 6 months. Debris and sediment buildup should be removed as needed in accordance with manufacturer's recommendations. The filter cartridges shall be replaced on an annual basis. Cartridges can be sourced from Fabco Industries, Inc., phone 631-393-6024, 66 Central Avenue Farmingdale, NY 11735.

C. RECORD KEEPING

Records of all inspections and maintenance work accomplished must be kept and maintained to document filter operation and related site maintenance. These records should be filed and retained for a minimum 5-year time span. The filing system should be capable of ready retrieval of data for periodic reviews by City staff associated with the City's stormwater program. Copies of such records should also be filed with the City's Stormwater Program Coordinator. A Typical inspection and maintenance record form is attached hereto as Attachment B.

D. CONTRACT SERVICES

In some instances or at specific times, the owner may not have the ability to conduct the required inspection and/or maintenance programs as outlined in this document. In such case, the work should be accomplished on a contractual basis with a firm or organization that has the staff and equipment to accomplish the required work.

The service contract for inspection and maintenance should be formal, well-written legal document which clearly defines the services to be provided, the contractual conditions that will apply, and detailed payment schedules. Liability insurance should be required in all contracts.

ATTACHMENT A

Sample Inspection Logs

185 FORE STREET MIXED-USE COMPLEX
EAST INDIA LAND COMPANY, LLC
PORTLAND, ME

ROOF DRAIN FILTER **ANNUAL INSPECTION & MAINTENANCE LOG**			
FACILITY:		**YEAR:**	
LOCATION: 185 Fore Street		**CONTRACTOR:**	
FUNCTION:		**INSPECTOR:**	
DATE OF INSPECTION:			
ITEM IDENTIFICATION	**DESCRIPTION OF CONDITIONS**	**MAINTENANCE ACCOMPLISHED**	**DATE OF MAINTENANCE**
GENERAL COMMENTS:			

ATTACHMENT B

Summary Checklist
Inspection and Maintenance

Stormwater Management System Maintenance Program Summary Checklist						
Item	**Commentary**	**Frequency**				
		Monthly	**Quarterly**	**Semi-Annual**	**Annual**	**Long Term**
Roof Drain Filters	Inspect systems to verify adequate functioning and capacity. Dispose of filters that have reached useful life in accordance with manufacturer's recommendations. Replace filters as required.		X			
Litter	Litter should be removed daily.					

6. UTILITIES

The following information is made in accordance with the City of Portland Code of Ordinances Chapter 14 Land Use, Section 14-527(g)(7).

6.1 OVERVIEW

The proposed project will involve installation of new utility services to the building. All new utility services will be provided from the franchise utilities available within India Street. The proposed locations of the new utility services are shown on the Utility Plan (Sheet C-5.0 of the plan set).

6.2 WATER SUPPLY

The proposed project will receive its water supply from the Portland Water District's public water supply system. Separate 4" fire and 2" domestic services will be installed to the building from the Portland Water District's existing 8" main in India Street. The District has provided a letter confirming their ability to provide water supply to the proposed development.

6.1.1 Total Project Water Usage

The total average daily water demand for the proposed project was estimated using commonly accepted flow per unit rates. These values are as follows:

Retail Use – 20 Employees at 15 gpd/employee =	300 gpd
Seven (7) – 2 Bedroom Residential Units at 180 gpd/unit =	1,260 gpd
One (1) – 3 Bedroom Residential Unit at 270 gpd/unit =	270 gpd
8 Parking Spaces at 1 gpd/space =	8 gpd
Total	1,838 gpd

6.3 WASTEWATER DISPOSAL

The proposed project will be connected to the Portland Water District's and City of Portland's wastewater collection and conveyance systems. The City of Portland Wastewater Capacity Application has been completed and forwarded to Mr. Frank Brancely.

The overall project is anticipated to generate an average daily flow of approximately 1,838 gpd. Based on the existing sewer systems in the area, there appears to be adequate capacity to handle these projected flow amounts.

6.4 NATURAL GAS SUPPLY

FST has contacted Unitil regarding their ability to provide service to the project site. Gas service will be installed on the west side of the building from Unitil's existing 6" gas main in India Street.

6.5 ELECTRICITY SUPPLY

FST has contacted Central Maine Power (CMP) regarding their ability to provide service to the development site. CMP currently maintains overhead and underground utilities in the area. The proposed building will be served by a new underground feed from a new riser pole, which will replace an existing pole on the north side of India Street.

6.6 ATTACHMENTS

Attachment H – Correspondence with Utilities

ATTACHMENT H

Correspondence with Utilities

Att. O

March 11, 2014

Mr. Rico Spugnardi, Means Coordinator
Portland Water District
225 Douglass Street
P.O. Box 3553
Portland, Maine 04104-3553

Subject: Proposed Mixed-Use Development
25 India Street
Water Supply and Ability to Serve

Dear Rico:

Our office is working as a consultant to Archetype, P.A. and Bateman Partners LLC in the site planning and permitting associated with a proposed mixed-use building to be constructed at 25 India Street (northerly corner of India Street and Fore Street intersection). The project site is located on Map 20-F-23 according to the City of Portland Tax Assessor's Maps. On behalf of the developer, we are requesting a letter affirming that the proposed project can be served by the municipal wastewater treatment system.

The project will consist of a four story building with a footprint area of 5,457 s.f. The ground floor will be retail space with an estimated maximum employee count of 20. The second, third and fourth floors will be residential containing a total of six (6) units. The residential units will be a split of two bedroom and three bedroom units.

The projected water use using the Maine State Plumbing Code and typical City of Portland flows information is as follows:

Use	Design Flow
Retail Use 20 employees at 15 gpd/employee	300 GPD
3 two bedroom units at 180 gpd/unit 3-three bedroom units at 270 gpd/unit 6 parking spaces at 1 gpd/space =	540 GPD 810 GPD 6 GPD
Total Water Usage Required	**1,656 GPD**

Based on this modest amount of flow, we trust that the existing water supply system has adequate capacity to serve this project. We are in the process of completing the Site Plan Application for a submission to the City Planning Staff and we are seeking to provide documentation indicating the District's ability to provide water supply service to this project.

778 Main Street, Suite 8
South Portland, ME 04106
T: 800.835.8666
F: 207.879.0896
www.fstinc.com

FAY, SPOFFORD & THORNDIKE
Offices in: Massachusetts, New Hampshire, Maine, Connecticut and New York

The proposed building will have a fire protection sprinkler system; however, at this time, the size and flow requirements of the sprinkler system have not yet been determined. As the building and site design effort progresses, our office will meet with you to provide detailed information for the new water services and connections proposed for this project.

If you have any questions concerning this request, please contact me.

Sincerely,

FAY, SPOFFORD & THORNDIKE



Joseph A. Laverriere, P.E.
Sr. Principal Engineer

JAL/cmd

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Portland Water District
FROM SEBAGO LAKE TO CASCO BAY

March 18, 2014

Fay, Spofford & Thorndike
778 Main Street, Suite 8
South Portland, ME 04106

Attn: Joseph A. Laverriere, P.E.
Re: Proposed Mixed-Use Development; 25 India Street, Portland
Ability to Serve with PWD Water

Dear Mr. Laverriere:

The Portland Water District has received your request for an Ability to Serve determination for the noted site submitted on March 11, 2014. Based on the information provided, we can confirm that the District will be able to serve the proposed project as further described in this letter.

Please note that this letter does not constitute approval of this project from the District. Please review this letter for any special conditions specified by the District and to determine the appropriate next steps to take to move your project through the submittal and approval process.

Existing Site Service

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

Water System Characteristics

According to District records, there is an 8-inch diameter ductile iron water main on the west side of India Street and a public fire hydrant located across the street from the site.

The current data from the nearest hydrant with flow test information is as follows:

Hydrant Location:	Northwest corner of Fore and India Streets
Hydrant Number:	POD-HYD00228 (replaced by POD-HYD11903)
Last Tested:	7/6/1990
Static Pressure:	86 psi
Residual Pressure:	Not Measured
Flow:	1,403 GPM

Public Fire Protection

It is not anticipated that this project will include the installation of new public hydrants to be accepted into the District water system. The decision to require new hydrants and to determine their locations is solely that of the local fire department. It is your responsibility to contact the Portland Fire Department to ensure that this project is adequately served by existing and/or proposed hydrants.

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

Domestic Water Needs

The ability to serve request indicated that the projected water use will be 1,656 gallons per day. The data noted above indicates there should be adequate pressure and volume of water to serve the domestic water needs of the proposed mixed-use building. Based on the high water pressure in this area, we recommend that you consider the installation of pressure reducing devices that comply with state plumbing codes.

Private Fire Protection Water Needs

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

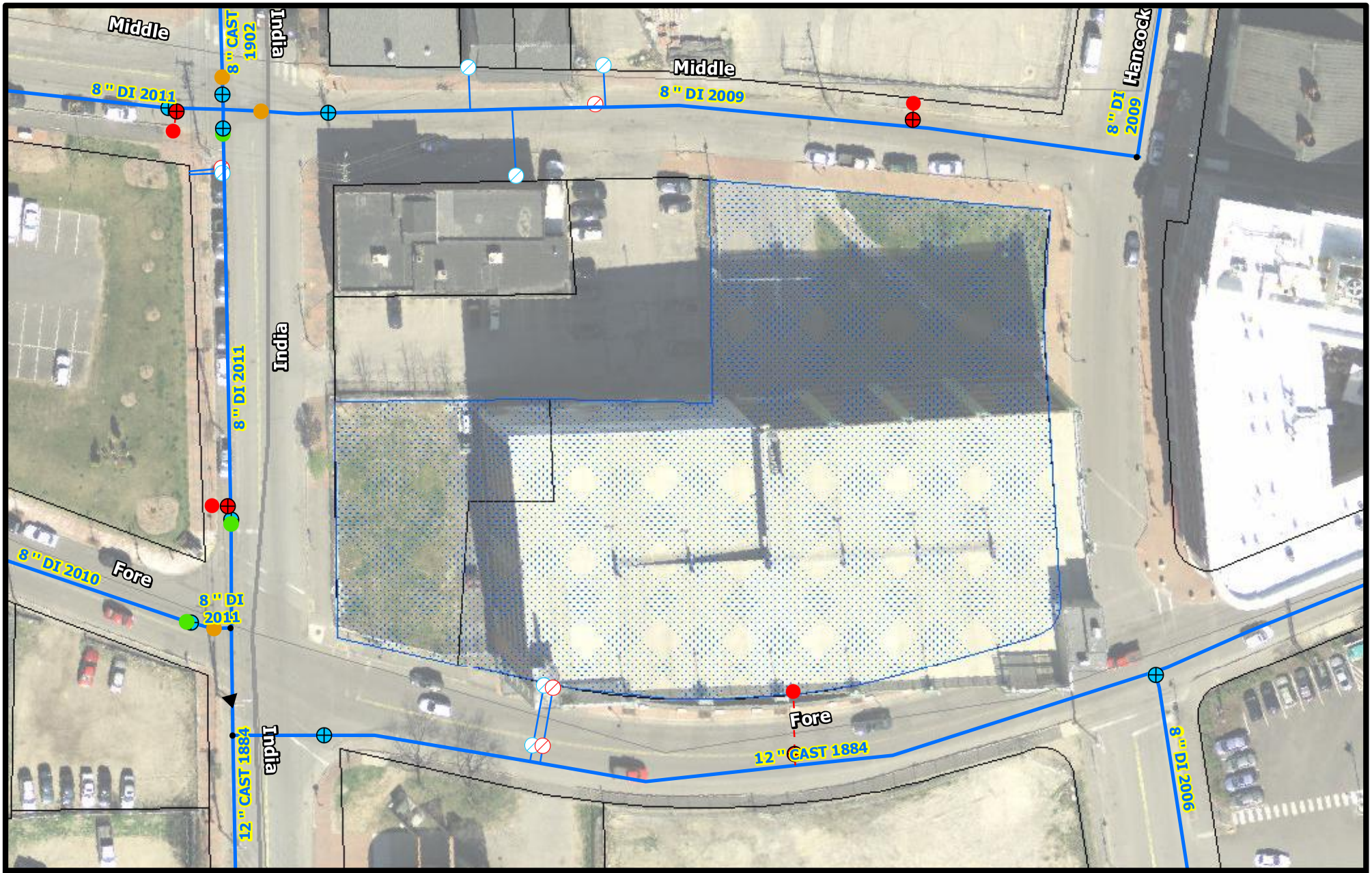
Conditions of Service

The District can confirm that the existing water system has the capacity to serve the proposed mixed-use building. New water service(s) may be installed from the water main in either India Street or Fore Street. Please note that only one meter and one bill will be associated to each domestic service line. This one master meter must be located in a common space that all tenants could gain access to if necessary.

As design plans become available please send a copy to MEANS for review and we will work with you to ensure that the design meets our current standards. If the District can be of further assistance in this matter, please let us know.

Sincerely,
Portland Water District

Glissen Havu, E.I.
Design Engineer



Ocean Gateway Parking

Portland

PORTLAND WATER DISTRICT
225 Douglass Street
Portland, ME 04104

Scale 0 15 30 60 90 120 Feet — 1 inch = 60 feet

Legend

- Air Valve
- Blow Off
- By Pass
- Distribution
- Transmission
- Connection
- Attribute Change
- Reducer
- Hydrant
- Hydrant Control
- Combined Service
- Domestic Service
- Fire Service
- Private Hydrants
- Meter Pits
- Manhole
- CSO
- Gravity
- Force

Disclaimer: This map is suitable for preliminary study and analysis and is based on PWD record information. PWD is not liable for any damages whatsoever resulting from inaccurate data or from errors made in the location and marking of its infrastructure.

Drawn By: GJH	Prepared For: FST Inc.
Scale: As Noted	Date: February 28, 2014

Att. P

March 11, 2014

Mr. Frank Brancely
City of Portland
Department of Public Services
55 Portland Street
Portland, Maine 04101-2991

Subject: Proposed Mixed-Use Development
25 India Street
Wastewater Capacity Application

Dear Mr. Brancely:

Our office is working as a consultant to Archetype, P.A. and Bateman Partners LLC in the site planning and permitting associated with a proposed mixed-use building to be constructed at 25 India Street (northerly corner of India Street and Fore Street intersection). The project site is located on Map 20-F-23 according to the City of Portland Tax Assessor's Maps. On behalf of the developer, we are requesting a letter affirming that the proposed project can be served by the municipal wastewater treatment system.

The project will consist of a four story building with a footprint area of 5,457 s.f. The ground floor will be retail space with an estimated maximum employee count of 20. The second, third and fourth floors will be residential containing a total of six (6) units. The residential units will be a split of two bedroom and three bedroom units.

The projected water use using the Maine State Plumbing Code and typical City of Portland flows information is as follows:

Use	Design Flow
Retail Use 20 employees at 15 gpd/employee	300 GPD
3 two bedroom units at 180 gpd/unit 3-three bedroom units at 270 gpd/unit 6 parking spaces at 1 gpd/space =	540 GPD 810 GPD 6 GPD
Total Water Usage Required:	**1,656 GPD**

Based on this modest amount of flow, we trust that the existing wastewater collection and treatment system has adequate capacity to serve this project. We are in the process of completing the Site Plan Application for a submission to the City Planning Staff and would appreciate your response to the Planning Department.

778 Main Street, Suite 8
South Portland, ME 04106
T: 800.835.8666
F: 207.879.0896
www.fstinc.com

FAY, SPOFFORD & THORNDIKE
Offices in: Massachusetts, New Hampshire, Maine, Connecticut and New York

If you have any questions concerning this request, please contact me.

Sincerely,

FAY, SPOFFORD & THORNDIKE



Joseph A. Laverriere, P.E.
Senior Principal Engineer

JAL/cmd

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CITY OF PORTLAND WASTEWATER CAPACITY APPLICATION

Department of Public Services,
55 Portland Street,
Portland, Maine 04101-2991

Date: 3-11-14

Mr. Frank J. Brancely,
Senior Engineering Technician,
Phone #: (207) 874-8832,
Fax #: (207) 874-8852,
E-mail:fjb@portlandmaine.gov

1. Please, Submit Utility, Site, and Locus Plans.

Site Address: 185 Fore Street (formerly 25 India Street)

Chart Block Lot Number: 20-F-23

Proposed Use: Mixed (Retail and Residential)

Previous Use: N/A

Existing Sanitary Flows: N/A GPD

Existing Process Flows: N/A GPD

Description and location of City sewer that is to receive the proposed building sewer lateral.

Existing 18" gravity sewer main within India Street

Site Category		
	Commercial *(see part 4 below)*	
	Industrial *(complete part 5 below)*	
	Governmental	
	Residential	X
	Other *(specify)* Retail	X

(Clearly, indicate the proposed connections, on the submitted plans)

2. Please, Submit Contact Information.

City Planner's Name: Bill Needelman Phone: 207-874-8722

Owner/Developer Name: Bateman Partners, LLC, Attn: Nathan Bateman

Owner/Developer Address: P.O. Box 3572, Portland, ME 04104

Phone: 207-772-2992 Fax: 207-772-1881 E-mail: nathan@batemanpartnersllc.com

Engineering Consultant Name: Fay, Spofford & Thorndike, Attn: Joe Laverriere, P.E.

Engineering Consultant Address: 778 Main Street, Suite 8, South Portland, ME 04106

Phone: 207-775-1121 Fax: 207-879-0896 E-mail: jlaverriere@fstinc.com

(Note: Consultants and Developers should allow +/- 15 days, for capacity status, prior to Planning Board Review)

3. Please, Submit Domestic Wastewater Design Flow Calculations.

Estimated Domestic Wastewater Flow Generated: 1,656 GPD

Peaking Factor/ Peak Times: x6

Specify the source of design guidelines: *(i.e.* X *"Handbook of Subsurface Wastewater Disposal in Maine,"* __ *"Plumbers and Pipe Fitters Calculation Manual,"* __ *Portland Water District Records,* __ *Other (specify)*

(Note: Please submit calculations showing the derivation of your design flows, either on the following page, in the space provided, or attached, as a separate sheet)

4. Please, Submit External Grease Interceptor Calculations.

Total Drainage Fixture Unit (DFU) Values: N/A

Size of External Grease Interceptor: _____

Retention Time: _____

Peaking Factor/ Peak Times: _____

(Note: In determining your restaurant process water flows, and the size of your external grease interceptor, please use The Uniform Plumbing Code. Note: In determining the retention time, sixty (60) minutes is the minimum retention time. Note: Please submit detailed calculations showing the derivation of your restaurant process water design flows, and please submit detailed calculations showing the derivation of the size of your external grease interceptor, either in the space provided below, or attached, as a separate sheet)

5. Please, Submit Industrial Process Wastewater Flow Calculations

Estimated Industrial Process Wastewater Flows Generated: N/A GPD

Do you currently hold Federal or State discharge permits? Yes ____ No ____

Is the process wastewater termed categorical under CFR 40? Yes ____ No ____

OSHA Standard Industrial Code (SIC): *http://www.osha.gov/oshstats/sicser.html*

Peaking Factor/Peak Process Times: _____

(Note: On the submitted plans, please show where the building's domestic sanitary sewer laterals, as well as the building's industrial-commercial process wastewater sewer laterals exits the facility. Also, show where these building sewer laterals enter the city's sewer. Finally, show the location of the wet wells, control manholes, or other access points; and, the locations of filters, strainers, or grease traps)

(Note: Please submit detailed calculations showing the derivation of your design flows, either in the space provided below, or attached, as a separate sheet)

Notes, Comments or Calculation

7. SOLID WASTE

The following information is made in accordance with the City of Portland Code of Ordinances Chapter 14 Land Use, Section 14-527(g)(8).

7.1 OVERVIEW

This section of the application provides the estimates of solid waste generation, considers the reductions of the waste through the use of recycling, provides information on waste projections during construction of the development, and outlines the planned procedures for the transport and disposal of solid wastes that will be generated by the operation of the proposed development.

The following volumes of solid waste associated with the construction and operation of the development have been estimated:

- 28 cubic yards of construction debris related to the new building construction activities (excluding volume of recycled materials).
- 588 pounds per week of solid waste will be generated by the operations of the development[1]. Assuming that 50% of the waste is recycled, it is estimated that the project will generate 7.5 tons of recyclable waste and 7.5 tons of non-recyclable waste per year.

7.2 SOLID WASTE GENERATED DURING THE CONSTRUCTION OF THE PROPOSED BUILDING

The contract provisions and the wastes generation estimates for the proposed buildings will be as follows:

- The construction contract will provide a goal for recycling of solid waste of 80%.
- The construction contract will require a plan for recycling and the location of recycling facilities to be identified prior to any solid wastes removal from the site.
- Construction Debris and Waste – 28 c.y. after recycling.

Unless otherwise directed by the City, the waste stream will be transported and disposed of at the following locations:

Hazardous Materials:	WMI Crossroads Facility in Norridgewock, Maine
Mixed Construction Material:	Riverside Recycling Facility in Portland, Maine; WMI Crossroads Facility in Norridgewock, Maine or Juniper Ridge in Old Town, Maine (Contractor option)
Separated Wood Construction Debris:	KTI Biofuels in Lewiston, Maine

[1] Based on Table 14-1 of the CEQR Technical Manual, January 2012 Edition; Source: New York City Department of Sanitation.

Separated Metal/Ferrous Material:	One Steel Recycling Inc. in Arundel or Oakland, Maine

The collection, transfer, disposal, and payment of all fees for solid wastes shall be the responsibility of the Contractor, with all waste transferred by a licensed non-hazardous waste transporter.

7.3 SOLID WASTE GENERATED FROM THE OPERATION OF THE DEVELOPMENT

The waste from the residential and commercial uses will be picked up through a contract with a licensed solid waste transporter.

7.4 FLUORESCENT LIGHTS AND FIXTURES

The developer may use fluorescent light bulbs that do not have PCB ballasts. The electrical switches for the project will be specified to not contain mercury. Fluorescent bulbs and other universal wastes will be taken to Riverside Recycling Facility in Portland.

7.5 HAZARDOUS AND SPECIAL WASTES

The developer anticipates use of cleaners, solvents, etc. will be within normal household thresholds thus requiring no special measures for storage or use.

7.6 GRIT/SEDIMENT REMOVAL

There are no proposed catch basins on the project site. The proposed roof drain filter will be maintained in accordance with the Stormwater Operations and Maintenance Manual provided. No significant grit or sediment is expected to be generated by the project.

7.7 ATTACHMENTS

Attachment I – Computations of Types and Volumes of Solid Wastes for Construction Project

ATTACHMENT I

Computations of Types of Volumes of Solid Wastes for Construction Project

SOLID WASTES COMPUTATIONS AND DISPOSAL

A. NEW BUILDING CONSTRUCTION:

Basis of Estimate: 10 c.y./1,500 s.f. of finished space

Area: Approximately 21,000± square feet

Solid Waste: Approximately 140 c.y.

Other Wastes Associated with Other Site Construction: Cardboard from packaging etc.: Quantity should be limited. Construction documents will require a recycling program. All other to be placed in a separate dumpster on the site paid for and designated for Contractor.

Set a goal in the construction documents to require segregation of cardboard and paper with a goal of 80%; segregation of metals with a goal of 85%.

Total: 140 c.y. before recycling

Net: 28 c.y. if 80% of the material is recycled

Require Contractor to: Provide multiple 30 c.y. dumpsters. Haul to facilities identified in Section 7.2 with shipping manifest. The Contractor should identify recycling methods and sites prior to construction.

Disposition:

Assume 10 percent is concrete which can be sent to the approved aggregate recycling facilities operated by Shaw Bros. or R.J. Grondin and Sons for processing into recycled aggregate.

Of the remaining 90 percent, assume 70 percent is wood or metal which can be transported to KTI Biofuels in Lewiston (for wood) or One Steel Recycling in Oakland, Maine for metals.

This will leave about 38 cubic yards of mixed construction debris that should be hauled to the Riverside Recycling Facility in Portland, WMI Crossroads facility in Norridgewock, Maine or the Juniper Ridge Facility in Old Town, Maine.

Require Contractor to: Provide dumpsters designated by material type. The contractor should identify recycling methods and sites prior to construction.

All haulers must have a current non-hazardous waste haul license. The Contractor shall provide the names of the haulers 10 days prior to removal of any demolition debris or construction debris from the site.

B. OPERATIONAL SOLID WASTE:

RESIDENTIAL USE:

Basis of Estimate: 41 pounds/wk per residential household
From Table 14-1 of the CEQR Technical Manual from January 2014 Edition; Source: New York City Department of Sanitation.

Number of units: 8

Solid Waste: Approximately 328 pounds/week

COMMERCIAL USE:

Basis of Estimate: 13 pounds/wk per office employee
From Table 14-1 of the CEQR Technical Manual from January 2014 Edition; Source: New York City Department of Sanitation.

Number of Employees: Approximately 20 employees

Solid Waste: Approximately 260 pounds/week

8. FIRE SAFETY

8.1 OVERVIEW

FST has completed the Fire Department checklist and performed ongoing coordination with Fire Department representatives and City Planning officials. The accompanying memorandum outlines our findings with respect to compliance with the City's Public Safety standards as set forth in the City's Technical Manual Section 3 – Public Safety Standards.

Generally, the site access conditions will include two sided building access from Fore Street and India Street. A fire hydrant is located directly across India Street from the project site, and the proposed building will be fully sprinkled and code compliant to current standards.

Additional fire safety review and building related fire code evaluation and compliance evidence will be provided as part of the building permit process.

8.2 ATTACHMENTS

Attachment J – Portland Fire Department Site Review Checklist & NFPA 1 Review

ATTACHMENT J

Portland Fire Department Site Review Checklist & NFPA 1 Review

May 5, 2014

Captain Chris Pirone
City of Portland Fire Department
380 Congress Street
Portland, ME 04101

Subject: 185 Fore Street
Fire Department Site Review Checklist

Dear Captain Pirone:

In accordance with instructions in the City's Site Plan Review packet, please find enclosed the drawing necessary for your review of the proposed 185 Fore Street project in Portland. As part of the building design, the architect has retained a third party Fire Protection Engineer to review NFPA 101. We have listed each item in your checklist below, followed by our response.

1. *Name, address, telephone number of applicant.*

   Bateman Partners, LLC
   Attn: Nathan Bateman
   P.O. Box 3572
   Portland, ME 04104
   207-772-2992

2. *Name, address, telephone number of architect.*

   Project Architect: Archetype PA
   48 Union Wharf
   Portland, ME 04101
   Attn: David Lloyd
   207-772-6022

3. *Proposed uses of any structures (NFPA and IBC classification).*

   Refer to the attached Code Analysis for the building as provided by Archetype PA.

4. *Square footage of all structures (total and per story).*

   Building Footprint Area = 5,372 SF
   Four Story Building w/Mezzanine
   Total Building Area = 22,275 SF

778 Main Street, Suite 8
South Portland, ME 04106
T: 800.835.8666
F: 207.879.0896
www.fstinc.com

FAY, SPOFFORD & THORNDIKE
Offices in: Massachusetts, New Hampshire, Maine, Connecticut and New York

5. Elevation of all structures.

The building height is 60'-6". Architectural building elevations accompany this letter and they show the various locations of door openings, etc. around the building perimeter.

6. Proposed fire protection of all structures.

The building will have a sprinkler system with additional protection per code. Fire flows and requirements for system storage or booster pumping are subject to the fire system design which will be performed prior to the request for a building permit.

7. Hydrant locations.

A fire hydrant is currently located on India Street opposite the project site (< 75' from building).

8. Water main(s) size and location.

The site will be served by a 4" sprinkler service to be extended into the building off an existing 8" main along India Street. A 2" domestic service will also be extended to the building. The building is expected to have internal sprinkler risers and a Siamese fire pump connection on the India Street side of the building.

9. Access to all structures (min. 2 sides).

The accompanying site plan depicts the site access conditions along India and Fore Streets.

10. A code summary shall be included referencing NFPA 1 and all fire department technical standards.

NFPA 1 – Chapter 18 Fire Department Access and Water Supply

18.2 Fire Department Access:

The project site is located in a densely developed area and is fronted by a public street. The following street widths are currently available:

Street	Width
India Street	40 FT
Fore Street	35 FT

Per NFPA 1 – Chapter 18.2.3.3.1, there will be public street access within 50 ft. of at least one exterior door. Per NFPA 1 – Chapter 18.2.3.2.2.1, all first story floors shall be located not more than 450 ft. from a Fire Department access road.

City of Portland Technical Manual – Section 3 Public Safety

3.4.1 Every dead-end roadway more than one hundred fifty (150') feet in length shall provide a turnaround at the closed end. Turnarounds shall be designed to facilitate future street connectivity and shall always be designed to the right (refer to Figure I-5).

Supporting Evidence: Not applicable

3.4.2 Where possible, developments shall provide access for Fire Department vehicles to at least two sides of all structures. Access may be from streets, access roads, emergency access lanes, or parking areas.

Supporting Evidence: As depicted on the site plan, the proposed building layout provides for minimum two sided access to the structure.

3.4.3 Building setbacks, where required by zoning, shall be adequate to allow for emergency vehicle access and related emergency response activities and shall be evaluated based on the following factors:

- *Building Height.*
- *Building Occupancy.*
- *Construction Type.*
- *Impediments to the Structures.*
- *Safety Features Provided.*

Supporting Evidence: The proposed development layout has contemplated emergency access conditions and provides for safe and efficient access along the public street for emergency vehicles.

3.4.4. Fire Dept. access roads shall extend to within 50' of an exterior door providing access to the interior of the structure.

Supporting Evidence: The building will be provided with an exterior doors that will be within 50' of a Fire Department access route, namely India Street and Fore Street.

3.4.5. Site access shall provide a minimum of nine (9) feet clearance height to accommodate ambulance access.

Supporting Evidence: A minimum of 9 ft. vertical clearance will be provided below any overhead signage or utilities entering the site.

3.4.6. Elevators shall be sized to accommodate an 80 x 24 inch stretcher.

Supporting Evidence: The elevators will be supplied to meet this requirement.

3.4.7. All structures are required to display the assigned street number. Numbers shall be clearly visible from the public right of way.

Supporting Evidence: The applicant will work with the City's Public Services Division to assign street addresses and numbering to meet City Standards.

If you need any further information, please contact our office.

Sincerely,

FAY, SPOFFORD & THORNDIKE

Joseph A. Laverriere, P.E.
Senior Principal Engineer

JAL/smk

Attachments: Sheet C-3.0 Site Plan
Building Elevations and Floor Plans
Code Analysis

c: Nathan Bateman – Bateman Partners, LLC

9. CONFORMITY WITH APPLICABLE DESIGN STANDARDS

0The following statement is made in accordance with the City of Portland Code of Ordinances, Chapter 14 Land Use, Article V Section 14-526.

9.1 OVERVIEW

This project conforms with all the applicable design standards of Section 14-526 as demonstrated in the following narrative.

(a) Transportation Standards

1. Impact on Surrounding Street Systems:

   The development will fit in with the existing street system and does not require vehicular access points to the adjacent roadway system. Based on the number of residential units the project is expected to have an insignificant impact on traffic in the neighborhood.

2. Access and Circulation:

   2.1 Site Access and Circulation.

   (i) Pedestrian access is provided via the sidewalks along India and Fore Streets. Door controlled access will be provided at each of the building entry locations. The applicant has secured adequate off-street parking within the Ocean Gateway Garage via a leased parking agreement. In addition, there is existing on-street public parking within the vicinity of the project along India and Fore Streets.

   (ii) There are no new vehicular access and egress points being constructed as part of this project.

   (iii) The site does not feature drive up services as mentioned in this requirement.

   (iv) Site access has been designed so as not to impede potential future connection to adjacent streets.

   2.2 Loading and Servicing.

   (i) Not required. There will be adequate area along adjacent streets for infrequent periods of tenants moving in/out of the building. In addition, there is a shared alley space between the proposed building and the Ocean Gateway Garage that may be used for maintenance service requirements associated with the new building.

   2.3 Sidewalks.

   (i) The sidewalks along the project site frontage along India and Fore Street will be expanded and reconstructed with brick. All sidewalk improvements shall conform to the City of Portland Technical Manual as shown on the project design drawings.

(ii) The sidewalk ramps at the intersection of India and Fore Streets will be reconstructed in accordance with City of Portland Technical Design Standards.

(iii) There are no new internal sidewalks.

3. Public Transit Access:

   a. The development will be served by the existing #8 Metro service route that has bus stops along India Street, which is within ¼ mile of the project site. Transit service does not currently traverse Fore Street.

   b. A new transit stop is not proposed as part of the project.

   c. A new transit stop is not proposed based on the close proximity of nearby transit stops.

4. Parking:

   a. Location and Required Number of Vehicle Parking Spaces:

      (i) The applicant is providing off-street parking via a lease parking agreement within the Ocean Gateway Garage. The provided parking exceeds the parking requirements as stipulated in the City's Ordinance for each of the uses contained in the new building.

      (ii) A TDM is not required for this project.

      (iii) No new parking is being created as part of this project.

      (iv) No new parking is being created as part of this project.

      (v) No new parking is being created as part of this project.

   b. Location and Required Number of Bicycle Parking Spaces:

      (i) The project will include interior bicycle storage for each residential unit. Bike racks sufficient to accommodate six (6) bicycles are being provided along the India Street frontage for the non-residential uses within the building.

   c. Motorcycles and Scooter Parking:

      (i) The project does not provide designated motorcycle/scooter parking.

   d. Snow Storage:

      (i) Due to the proposed site development proposal, in which the majority of the site will be covered by a building with a flat roof, very little snow removal will be required. The alleyway is owned by others and snow removal will likely require snow to be hauled away from the site.

(ii) Not applicable.

5. Transportation Demand Management (TDM):

   a. A TDM plan is not required for this project.

(b) Environmental Quality Standards

1. Preservation of Significant Natural Features:

   a. The existing site retains no prominent significant natural features therefore no issue related to the preservation of these features applies.

   b. Not applicable.

   c. The applicant will not require a waiver from this standard.

2. Landscaping and Landscaping Preservation:

   a. Landscape Preservation.

      (i) There are no existing trees on the site; therefore, there is no existing landscaping identified for preservation. There is an existing street tree along India Street that will be removed, and two new street trees with tree grates and tree guards will be installed as part of the development construction. This plan has been developed in coordination with the City Arborist, Jeff Tarling.

      (ii) Not applicable.

      (iii) Not applicable.

      (iv) The applicant will not require a waiver from this standard.

      (v) Not applicable.

   b. Site Landscaping.

      (i) Landscaped Buffers:

         (a) There are no visible service or loading areas proposed.

         (b) Not applicable.

         (c) Not applicable.

         (d) Not applicable.

      (ii) Parking Lot Landscaping:

         a) Not applicable.

         b) Not applicable.

c) Not applicable.

d) Not applicable

e) Not Applicable

(iii) Street Trees

a) In coordination with City Arborist, Jeff Tarling, the project Landscape Architect, Anthony Muench, RLA, has designed a plan to provide two new street trees along the India Street frontage. Existing underground utilities prevent additional street trees from being installed along the Fore Street frontage.

b) Not Applicable.

3. Water Quality, Stormwater Management and Erosion Control:

a. Stormwater:

(i) Runoff from the site will continue to be directed to the City's storm drainage systems in the streets.

(ii) All stormwater runoff is proposed to discharge to the City street systems. The project will not adversely impact adjacent lots or the City street system.

(iii) All stormwater runoff is proposed to discharge to the City street systems. The project will not adversely impact adjacent lots or the City street system.

(iv) All stormwater runoff is proposed to discharge to the City street systems. The project will not adversely impact adjacent lots or the City street system.

b. A site specific Stormwater Management Plan has been developed for the project, to show compliance with Section 5 of the Technical manual, including the basic, general, and flooding standards of MeDEP Chapter 500. More information on stormwater management is provided in Section 5 of this application.

c. The project is not located in a watershed of an urban impaired stream as listed by the MeDEP.

d. Not applicable.

e. The project is serviced by both a public wastewater system and public drainage system. The project will not pose a risk of groundwater contamination.

f. The project will be connected to the public sanitary sewer system which is adequately sized for the project flows.

(c) Public Infrastructure and Community Safety Standards.

1. Consistency with City Master Plans:

    a. The project has been designed to be consistent with the City's Zoning Ordinance and off-site infrastructure.

    b. Not applicable.

2. Public Safety and Fire Prevention:

    a. The site has been designed to promote safe and inviting public and residential access.

    b. No changes to emergency access conditions within the surrounding streets is proposed.

    c. Fire hydrants are located within the adjacent street system. The new buildings will be fully sprinklered.

3. Availability and Adequate Capacity of Public Utilities:

    a. The applicant has secured letters from all applicable utilities stating their ability to serve this project.

    b. All onsite electrical lines will be underground.

    c. All new utility infrastructures will meet the provisions of the Technical Manual.

    d. The project will be served by connection to the public sewer system within India Street.

    e. The sanitary sewer collection system meets all applicable sections of the Technical Manual. The stormwater management system is designed to meet the standards of Chapter 500.

    f. The proposed building includes provisions for internal storage of trash and recyclables temporarily until a contracted waste management company can pick up and dispose of the solid waste.

(d) Site Design Standards.

1. Massing, Ventilation and Wind Impact:

    a. The bulk, location and height of the proposed building will not result in adverse impacts to abutting properties.

    b. The bulk, location and height of the proposed building will not substantially reduce the value or utility of adjacent structures.

    c. HVAC venting is proposed to be directed to the building roof and directed away from public spaces.

2. Shadows:

    a. Not applicable.

3. Snow and Ice Loading:

    a. The proposed building will have flat roofs; therefore, accumulated snow and ice will not fall onto adjacent properties or public ways.

4. View Corridors:

    a. The project site is located outside the Downtown Vision View Corridor Protection Plan.

5. Historic Resources:

    a. The development is not located in a historic district, historic landscape district or City designated landmark.

    b. The development is not located adjacent to or within 100 ft. of a designated landmark, historic district, or historic landscape district.

    c. There are no known archaeological resources on the site.

6. Exterior Lighting:

    a. Site Lighting.

        (i) Exterior lighting has been designed to meet the requirements of Section 12 of the Technical Manual. Proposed lighting is shown on the Site Electrical Plan (Sheet E1.01).

    b. Architectural and Specialty Lighting:

        (i) No architectural or specialty lighting is proposed.

        (ii) No up-lighting is proposed.

    c. Street Lighting

        (i) One existing street light will be relocated and one new street light will be installed on the India Street Frontage.

7. Noise and Vibration:

    The project noise levels will be designed to meet the permitted levels as outlined in the B-5b Zone.

8. Signage and Wayfinding:

    a. All street and wayfinding signage shall meet the requirements of the Manual on Uniform Traffic Devices (MUTCD) and Division 22 of the City Code.

        (i) The project is not located in a historic district or subject to Article IX.

        (ii) Not applicable.

        (iii) All street and wayfinding signage shall meet the requirements of the Manual on Uniform Traffic Devices (MUTCD) and Division 22 of the City Code.

9. Zoning Related Design Standards:

    a. The project is designed to be a high density, mixed-use development with multiple story building.

10. VERIFICATION OF PROPOSED HVAC EQUIPMENT

10.1 OVERVIEW

The following manufacturer cut sheets verify that all proposed HVAC and manufacturing equipment meets applicable state and federal emissions requirements.

10.2 ATTACHMENTS

Attachment K – HVAC Equipment Cut Sheets

ATTACHMENT K

HVAC Equipment Cut Sheets

MITSUBISHI ELECTRIC
COOLING & HEATING

Mr.SLIM
Split-ductless A/C and Heat Pumps

SUBMITTAL DATA: PEAD-A36AA4 & PUZ-HA36NHA2 . . . 36,000 BTU/H HORIZONTAL-DUCTED HYPER HEAT-PUMP SYSTEM

Job Name:	Location:	Date:
Purchaser:	Engineer:	
Submitted to:	For ☐Reference ☐Approval ☐Construction	
System Designation:	Schedule No.:	

GENERAL FEATURES

- Innovative flash technology enables high heating capacity at lower outside temperatures
- Exhibits 100% of rated heating capacity at 5ºF; 90% of rated heating capacity at -4ºF
- Horizontal-ducted indoor unit features medium static pressure capability and a thin 9-7/8" high body
- Built-in drain mechanism for condensate removal; lifts to 27-9/16"
- Air filter is included with indoor unit
- Self-check function—integrated diagnostics
- Knockout for ventilation air
- Limited warranty: five years on parts and defects and seven years on compressors

OPTIONAL ACCESSORIES

Outdoor Unit

- ☐ Outdoor Unit
- ☐ M-NET Adapter (PAC-SF81MA-E)
- ☐ Air Outlet Guide (PAC-SG59SG-E; two pieces required)
- ☐ Wind Baffle (WB-PA2; two pieces required)

Controller Options

- ☐ Wall-mounted Wired Remote Controller (PAR-21MAA)
- ☐ External Heat Adapter (CN24RELAY-KIT-CM3)
- ☐ External Heat Adapter CN24 Relay Kit (CN24RELAY-KIT-CM)
- ☐ Remote Temperature Sensor (PAC-SE41TS)
- ☐ Hand-held Wireless Remote Controller (PAR-FL32MA; req.PAR-FA32MA-E)
- ☐ Wireless Signal Receiver Module (PAR-FA32MA-E)

Cooling*

Rated Capacity . . . . . 34,000 Btu/h
Minimum Capacity . . . . . 14,000 Btu/h
SEER . . . . . 16.8 Btu/h/W
Total Input . . . . . 2,800 W

Heating at 47°F*

Rated Capacity . . . . . 38,000 Btu/h
Minimum Capacity . . . . . 18,000 Btu/h
HSPF (IV) . . . . . 10.4 Btu/h/W
Total Input . . . . . 3,150 W

Heating at 17°F*

Rated Capacity . . . . . 27,000 Btu/h
Rated Total Input . . . . . 3,250 W
Maximum Capacity . . . . . 38,000 Btu/h
Maximum COP 2.06
Maximum Total Input . . . . . 5,400 W

* Rating Conditions (Cooling) - Indoor: 80ºF (27ºC) DB / 67ºF (19ºC) WB. Outdoor: 95ºF (35ºC) DB / 75ºF (24ºC) WB.
(Heating) - Indoor: 70ºF (21ºC) DB / 60ºF (16ºC) WB. Outdoor: 47ºF (8ºC) DB / 43ºF (6ºC) WB.
(Heating at 17ºF) - Indoor: 70ºF (21ºC) DB / 60ºF (16ºC) WB. Outdoor: 17ºF (-8ºC) DB / 15ºF (-9ºC) WB.

Heating at 5°F*

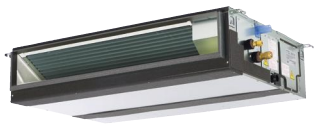
Maximum Capacity . . . . . 38,000 Btu/h
Maximum COP 1.82
Maximum Total Input . . . . . 6,100 W

Electrical Requirements

Power Supply . . . . . 208 / 230V, 1-Phase, 60 Hz
Recommended Fuse/Breaker Size . . . . . 30 A

Voltage

Indoor - Outdoor S1-S2 . . . . . AC 208 / 230V
Indoor - Outdoor S2-S3 . . . . . DC24V
Indoor - Remote Controller DC12V



Indoor Unit: PEAD-A36AA4



Outdoor Unit: PUZ-HA36NHA2

OPERATING CONDITIONS

		Indoor Intake Air Temp.	Outdoor Intake Air Temp.
Cooling	Maximum	90ºF (32ºC) DB, 73ºF (23ºC) WB	115ºF (46ºC) DB
	Minimum	66ºF (19ºC) DB, 59ºF (15ºC) WB	0ºF** (-18ºC) DB
Heating	Maximum	83ºF (28ºC) DB	70ºF (21ºC) DB, 59ºF (15ºC) WB
	Minimum	63ºF (17ºC) DB	-13ºF (-25ºC) DB, -13ºF (-25ºC) WB

** With optional wind baffle accessory installed. If not installed, the minimum temperature will be 23ºF (-5ºC) DB.

Indoor Unit

MCA . . . . . 3.30 A
Fan Type x Quantity . . . . . Sirocco fan x 2
Fan Motor Type . . . . . Direct-driven DC Brushless Motor
Fan Motor . . . . . 2.64 F.L.A.
Fan Motor Output . . . . . 244 W
Airflow (Lo - Med - Hi) . . . . . 847 - 1,024 - 1,201 Dry CFM
777 - 953 - 1,130 Wet CFM
Air Filter . . . . . Polypropylene Honeycomb
External Static Pressure . . . . . 0.14 - 0.20 - 0.28 - 0.40 - 0.60"WG
Sound Pressure Level (Lo - Med - Hi) . . . . . 33 - 38 - 42 dB(A)

DIMENSIONS	UNIT INCHES / MM
W	55-1/8 / 1,400
D	28-7/8 / 732
H	9-7/8 / 250

Weight . . . . . 91 lbs. / 41 kg
External Finish . . . . . Galvanized-steel Sheet
Field Drainpipe Size O.D. . . . . 1-1/4" / 32 mm

Outdoor Unit

Compressor . . . . . DC Inverter-driven Twin Rotary
MCA . . . . . 28 A
MOCP . . . . . 40 A
Fan Motor . . . . . 0.4 + 0.4 F.L.A.
Sound Pressure Level
Cooling . . . . . 52 dB(A)
Heating . . . . . 53 dB(A)

DIMENSIONS	INCHES / MM
W	37-3/8 / 950
D	13 + 1-3/16 / 330 + 30
H	37-1/8 / 943

Weight . . . . . 265 lbs. / 170 kg
External Finish . . . . . Munsell No. 3Y 7.8 / 1.1
Refrigerant Type R410A
Refrigerant Pipe Size O.D.
Gas Side . . . . . 5/8" / 15.88 mm
Liquid Side . . . . . 3/8" / 9.52 mm
Max. Refrigerant Pipe Length . . . . . 245' / 75 m
Max. Refrigerant Pipe Height Difference . . . . . 100' / 30 m
Connection Method . . . . . Flared

R410A INVERTER

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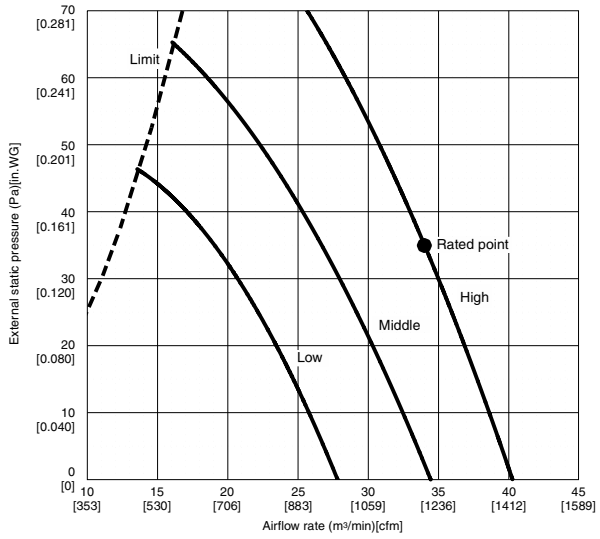
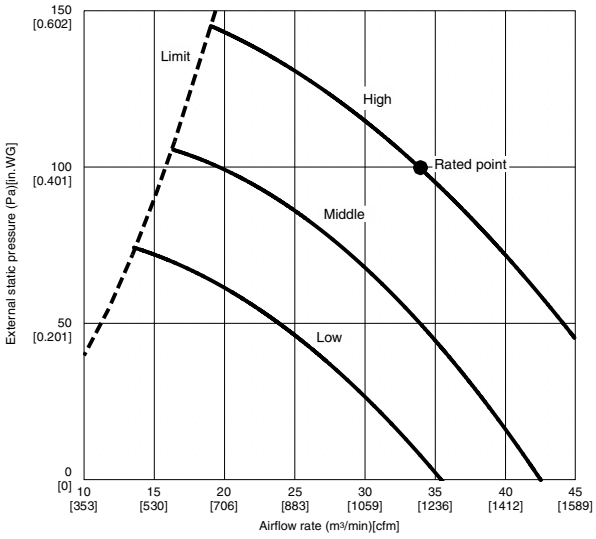
INDOOR UNIT PEAD-A36AA4 FAN PERFORMANCE AND AIRFLOW RATES

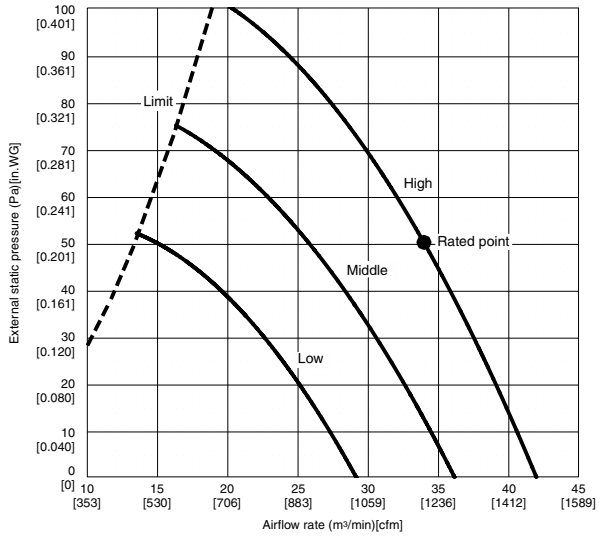
PEAD-A36AA4
(External static pressure 35Pa [0.14 in. WG]) 208-230V 60Hz



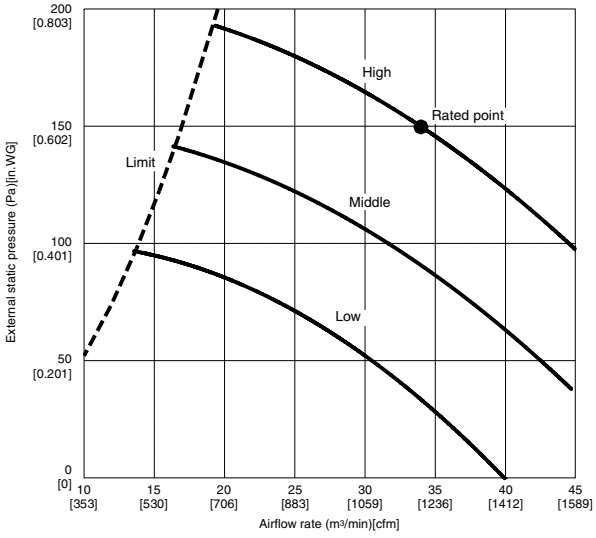
PEAD-A36AA4
(External static pressure 100Pa [0.4 in. WG]) 208-230V 60Hz



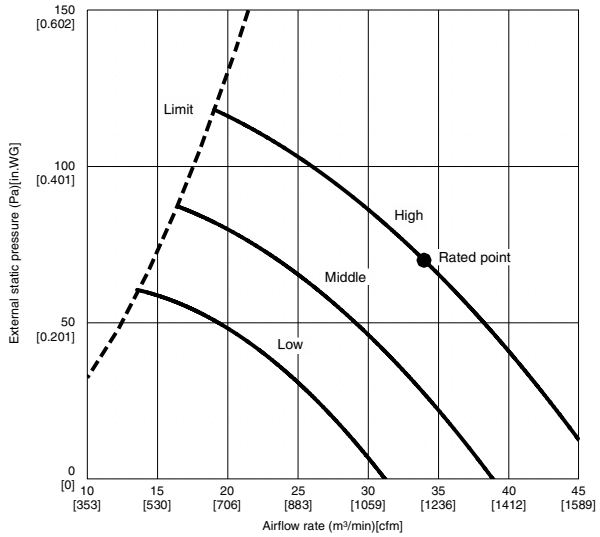
PEAD-A36AA4
(External static pressure 50Pa [0.2 in. WG]) 208-230V 60Hz



PEAD-A36AA4
(External static pressure 150Pa [0.6 in. WG]) 208-230V 60Hz



PEAD-A36AA4
(External static pressure 70Pa [0.3 in. WG]) 208-230V 60Hz



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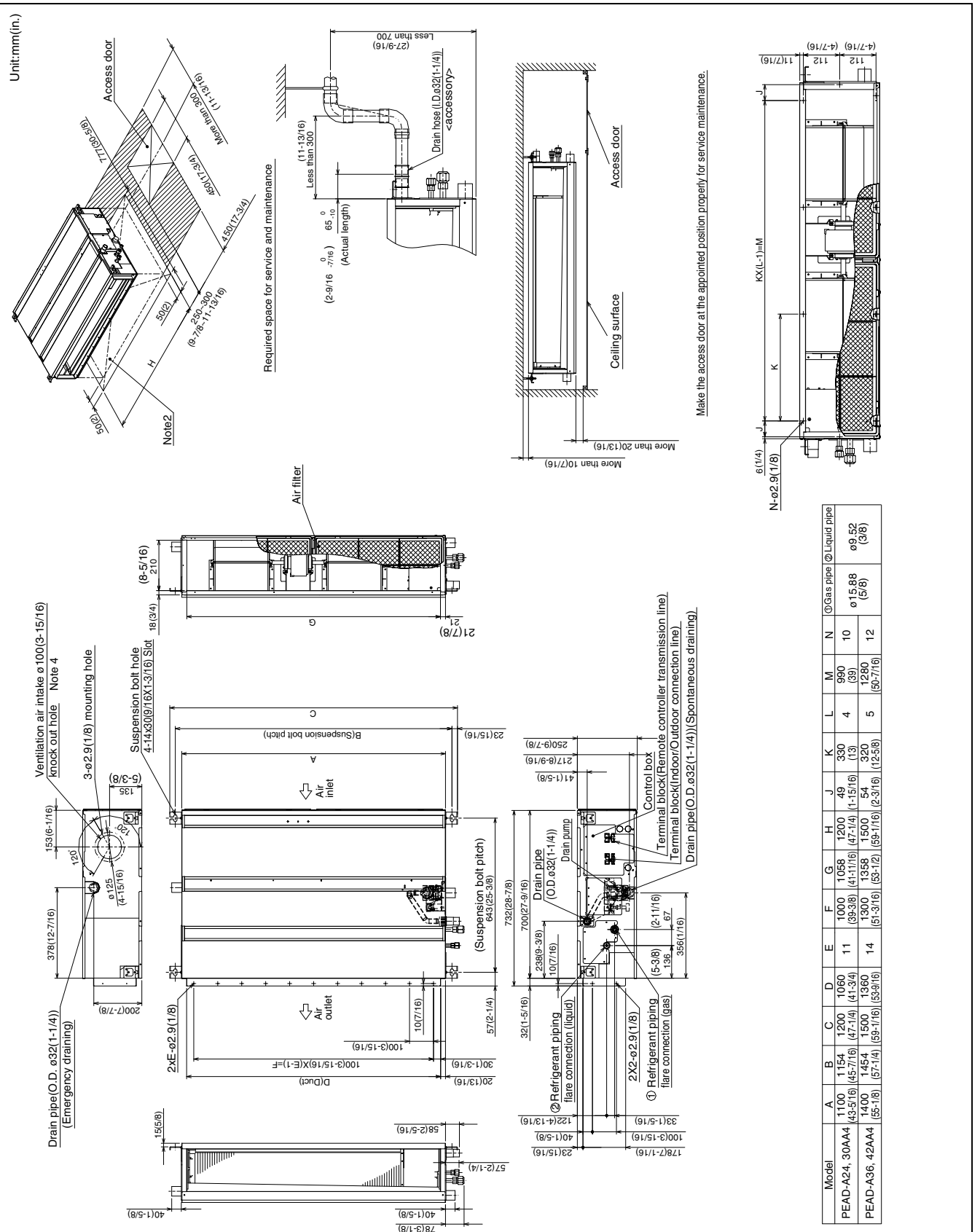
DIMENSIONS: PEAD-A36AA4



Model	A	B	C	D	E	F	G	H	J	K	L	M	N	③Gas pipe	②Liquid pipe
PEAD-A24, 30AA4	1100 (43-5/16)	1154 (45-7/16)	1200 (47-1/4)	1060 (41-3/4)	11	1000 (39-3/8)	1058 (41-11/16)	1200 (47-1/4)	49 (1-15/16)	330 (13)	4	990 (39)	10	ø15.88 (5/8)	ø9.52 (3/8)
PEAD-A36, 42AA4	1400 (55-1/8)	1454 (57-1/4)	1500 (59-1/16)	1360 (53-9/16)	14	1300 (51-3/16)	1358 (53-1/2)	1500 (59-1/16)	54 (2-3/16)	320 (12-5/8)	5	1280 (50-7/16)	12		

NOTE 1. Use M10 screw for the Suspension bolt (field supply).
2. Keep the service space for the maintenance at the bottom.
3. This chart indicates for PEAD-A24·30·36·42AA4 models,which have 2 fans.
4. In case of the inlet duct is used, remove the air filter (supplied with the unit), then install a filter (field supplied) at suction side.

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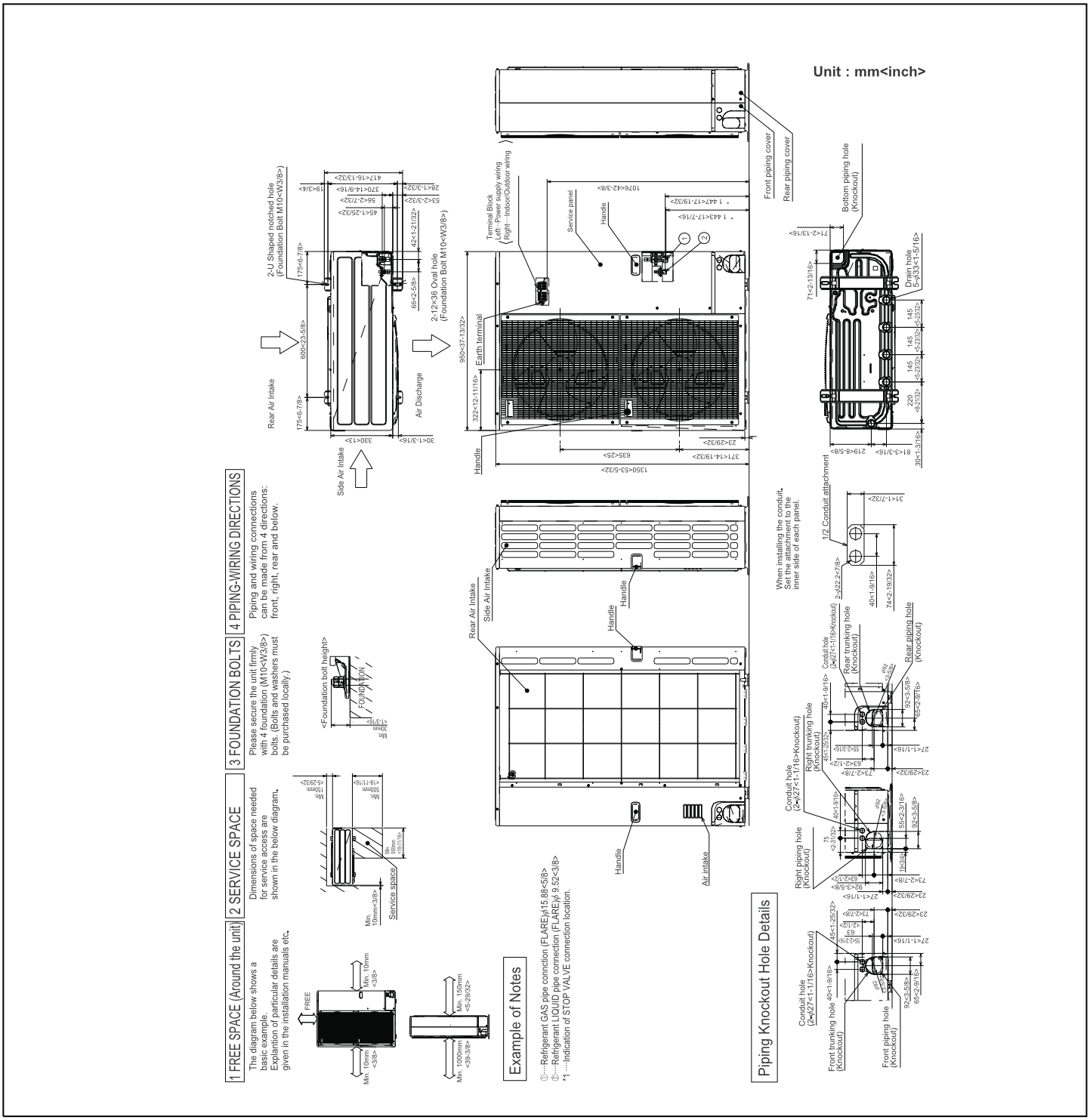
DIMENSIONS: PUZ-HA36NHA2



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FORM# PEAD-A36AA4 - PUZ-HA36NHA2 - 201111

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MITSUBISHI ELECTRIC
COOLING & HEATING

Mr. SLIM
Split-ductless A/C and Heat Pumps

SUBMITTAL DATA: PEAD-A30AA4 & PUZ-HA30NHA2 . . . 30,000 BTU/H HORIZONTAL-DUCTED HYPER HEAT-PUMP SYSTEM

Job Name:	Location:	Date:
Purchaser:	Engineer:	
Submitted to:	For ☐Reference ☐Approval ☐Construction	
System Designation:	Schedule No.:	

GENERAL FEATURES

- Innovative flash technology enables high heating capacity at lower outside temperatures
- Exhibits 100% of rated heating capacity at 5ºF; 90% of rated heating capacity at -4ºF
- Horizontal-ducted indoor unit features medium static pressure capability and a thin 9-7/8" high body
- Built-in drain mechanism for condensate removal; lifts to 27-9/16"
- Air filter is included with indoor unit
- Self-check function—integrated diagnostics
- Knockout for ventilation air
- Limited warranty: five years on parts and defects and seven years on compressors

OPTIONAL ACCESSORIES

Outdoor Unit

- ☐ Outdoor Unit
- ☐ M-NET Adapter (PAC-SF81MA-E)
- ☐ Air Outlet Guide (PAC-SG59SG-E; two pieces required)
- ☐ Wind Baffle (WB-PA2; two pieces required)

Controller Options

- ☐ Wall-mounted Wired Remote Controller (PAR-21MAA)
- ☐ External Heat Adapter CN24 Relay Kit (CN24RELAY-KIT-CM)
- ☐ Remote Temperature Sensor (PAC-SE41TS)
- ☐ Hand-held Wireless Remote Controller (PAR-FL32MA; req. PAR-FA32MA-E)
- ☐ Wireless Signal Receiver Module (PAR-FA32MA-E)

Cooling*
Rated Capacity . . . . . 30,000 Btu/h
Minimum Capacity . . . . . 18,000 Btu/h
SEER . . . . . 16.5 Btu/h/W
Total Input . . . . . 2,500 W

Heating at 47°F*
Rated Capacity . . . . . 32,000 Btu/h
Minimum Capacity . . . . . 12,000 Btu/h
HSPF (IV) . . . . . 9.5 Btu/h/W
Total Input . . . . . 2,750 W

Heating at 17°F*
Rated Capacity . . . . . 19,000 Btu/h
Rated Total Input . . . . . 2,590 W
Maximum Capacity . . . . . 32,000 Btu/h
Maximum COP 1.90
Maximum Total Input . . . . . 4,930 W

* Rating Conditions (Cooling) - Indoor: 80ºF (27ºC) DB / 67ºF (19ºC) WB. Outdoor: 95ºF (35ºC) DB / 75ºF (24ºC) WB.
(Heating) - Indoor: 70ºF (21ºC) DB / 60ºF (16ºC) WB. Outdoor: 47ºF (8ºC) DB / 43ºF (6ºC) WB.
(Heating at 17ºF) - Indoor: 70ºF (21ºC) DB / 60ºF (16ºC) WB. Outdoor: 17ºF (-8ºC) DB / 15ºF (-9ºC) WB.

Heating at 5°F*
Rated Capacity . . . . . 32,000 Btu/h
Maximum COP 1.73
Maximum Total Input . . . . . 5,420 W

Electrical Requirements
Power Supply . . . . . 208 / 230V, 1-Phase, 60 Hz
Recommended Fuse/Breaker Size . . . . . 30 A

Voltage
Indoor - Outdoor S1-S2 . . . . . AC 208 / 230V
Indoor - Outdoor S2-S3 . . . . . DC24V
Indoor - Remote Control DC12V



Indoor Unit: PEAD-A30AA4



Outdoor Unit: PUZ-HA30NHA2

OPERATING CONDITIONS

		Indoor Intake Air Temp.	Outdoor Intake Air Temp.
Cooling	Maximum	90ºF (32ºC) DB, 73ºF (23ºC) WB	115ºF (46ºC) DB
	Minimum	66ºF (19ºC) DB, 59ºF (15ºC) WB	0ºF** (-18ºC) DB
Heating	Maximum	83ºF (28ºC) DB	70ºF (21ºC) DB, 59ºF (15ºC) WB
	Minimum	63ºF (17ºC) DB	-13ºF (-25ºC) DB, -13ºF (-25ºC) WB

** With optional wind baffle accessory installed. If not installed, the minimum temperature will be 23ºF (-5ºC) DB.

Indoor Unit
MCA . . . . . 2.73 A
Fan Type x Quantity . . . . . Sirocco fan x 2
Fan Motor Type . . . . . Direct-driven DC Brushless Motor
Fan Motor . . . . . 2.18 F.L.A.
Fan Motor Output . . . . . 121 W
Airflow (Lo - Med - Hi) . . . . . 618 - 742 - 883 Dry CFM
565 - 671 - 812 Wet CFM
Air Filter . . . . . Polypropylene Honeycomb
External Static Pressure . . . . . 0.14 - 0.20 - 0.28 - 0.40 - 0.60"WG
Sound Pressure Level (Lo - Med - Hi) . . . . . 30 - 34 - 39 dB(A)
SHF 0.75
Moisture Removal . . . . . 7.9 pt./h

DIMENSIONS	UNIT INCHES / MM
W	43-5/16 / 1,100
D	28-7/8 / 732
H	9-7/8 / 250

Weight . . . . . 73 lbs. / 33 kg
External Finish . . . . . Galvanized-steel Sheet
Field Drainpipe Size O.D. . . . . 1-1/4" / 32 mm

Outdoor Unit
Compressor . . . . . DC Inverter-driven Twin Rotary
MCA . . . . . 25 A
MOCP . . . . . 40 A
Fan Motor . . . . . 0.75 F.L.A.
Sound Pressure Level
Cooling . . . . . 48 dB(A)
Heating . . . . . 50 dB(A)

DIMENSIONS	INCHES / MM
W	37-3/8 / 950
D	13 + 1-3/16 / 330 + 30
H	53-1/8 / 1,350

Weight . . . . . 265 lbs. / 120 kg
External Finish . . . . . Munsell No. 3Y 7.8 / 1.1
Refrigerant Type R410A
Refrigerant Pipe Size O.D.
Gas Side . . . . . 5/8" / 15.88 mm
Liquid Side . . . . . 3/8" / 9.52 mm
Max. Refrigerant Pipe Length . . . . . 245' / 75 m
Max. Refrigerant Pipe Height Difference . . . . . 100' / 30 m
Connection Method . . . . . Flared

R410A INVERTER

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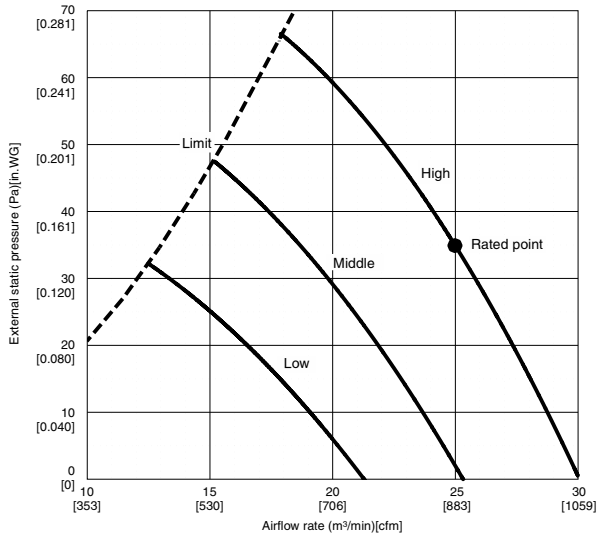
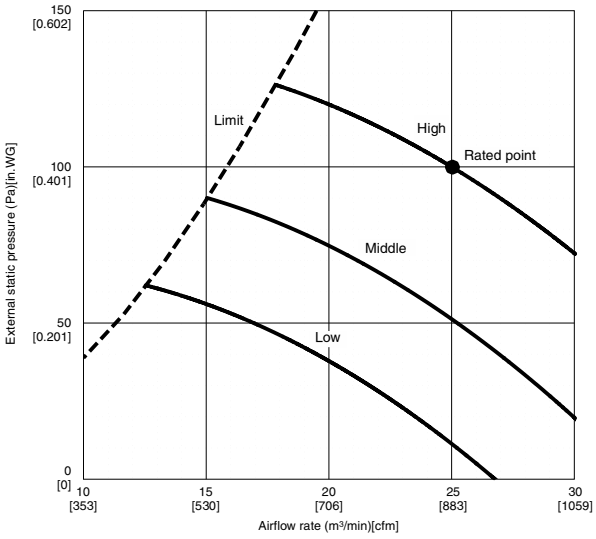
INDOOR UNIT PEAD-A30AA4 FAN PERFORMANCE AND AIRFLOW RATES

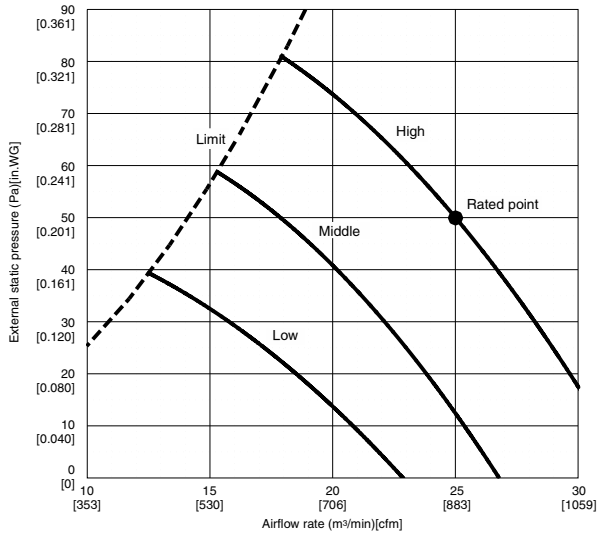
PEAD-A30AA4
(External static pressure 35Pa [0.14 in. WG]) 208-230V 60Hz



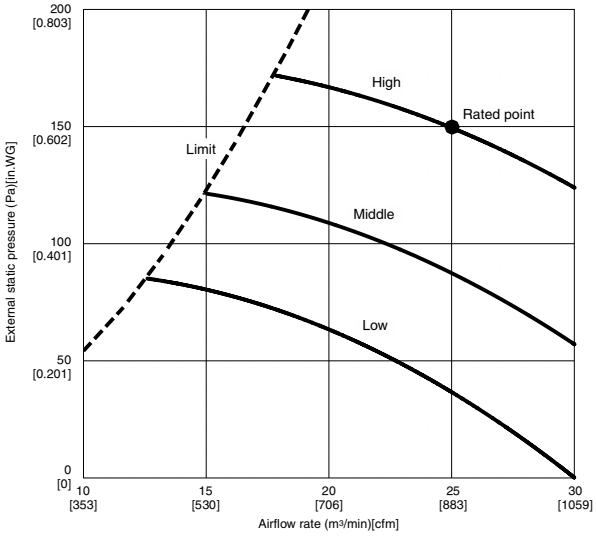
PEAD-A30AA4
(External static pressure 100Pa [0.4 in. WG]) 208-230V 60Hz



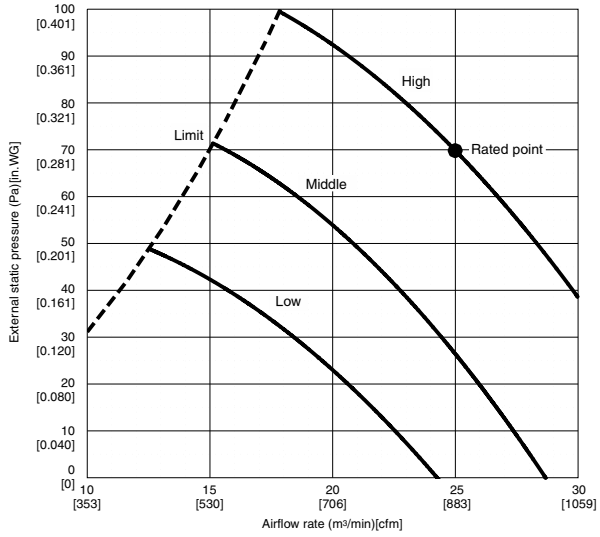
PEAD-A30AA4
(External static pressure 50Pa [0.2 in. WG]) 208-230V 60Hz



PEAD-A30AA4
(External static pressure 150Pa [0.6 in. WG]) 208-230V 60Hz



PEAD-A30AA4
(External static pressure 70Pa [0.3 in. WG]) 208-230V 60Hz



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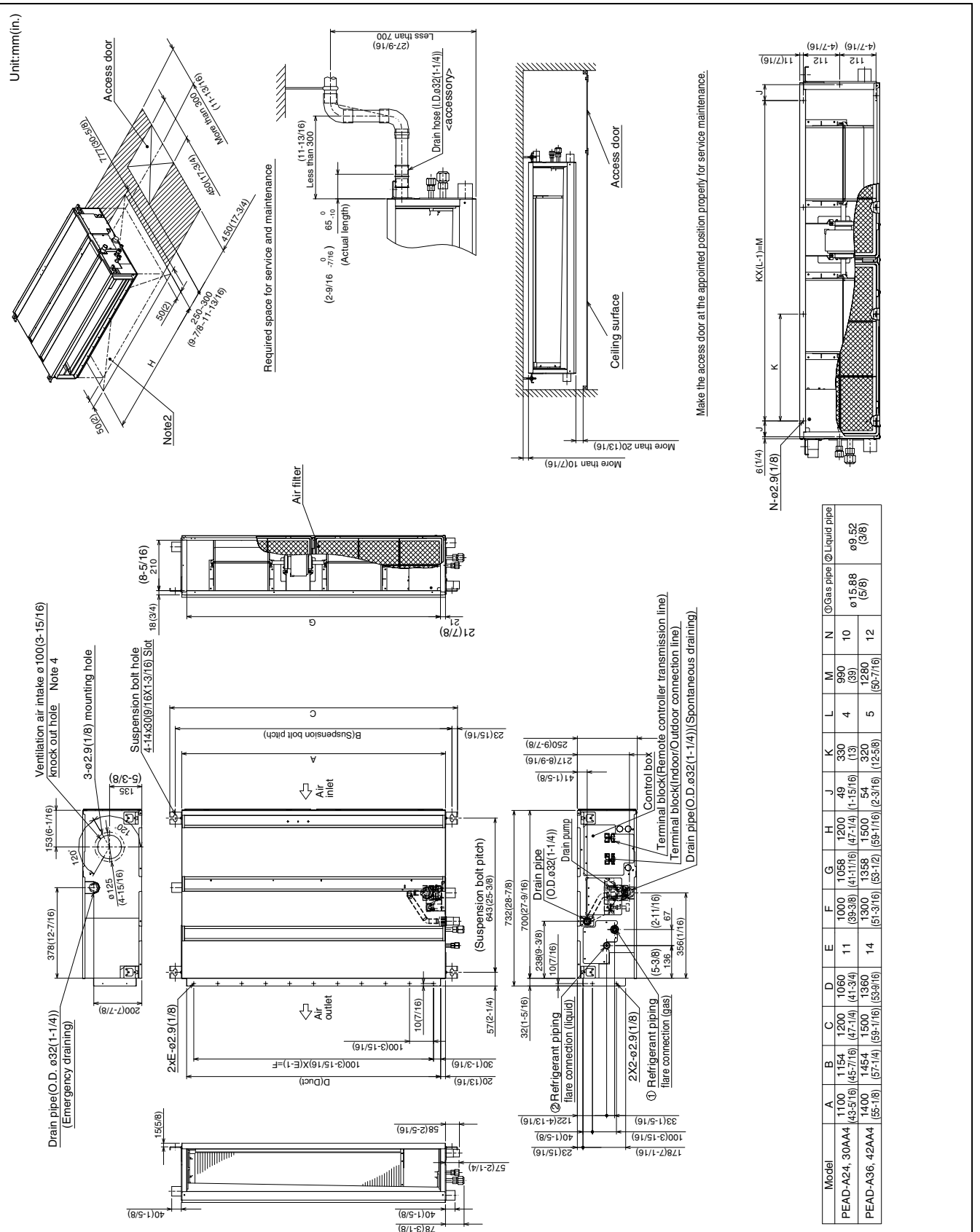
DIMENSIONS: PEAD-A30AA4



Model	A	B	C	D	E	F	G	H	J	K	L	M	N	③Gas pipe	② Liquid pipe
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PEAD-A36, 42AA4	1400 (55-1/8)	1454 (57-1/4)	1500 (59-1/16)	1360 (53-9/16)	14	1300 (51-3/16)	1358 (53-1/2)	1500 (59-1/16)	54 (2-3/16)	320 (12-5/8)	5	1280 (50-7/16)	12		

NOTE 1. Use M10 screw for the Suspension bolt (field supply).
2. Keep the service space for the maintenance at the bottom.
3. This chart indicates for PEAD-A24·30·36·42AA4 models,which have 2 fans.
4. In case of the inlet duct is used, remove the air filter (supplied with the unit), then install a filter (field supplied) at suction side.

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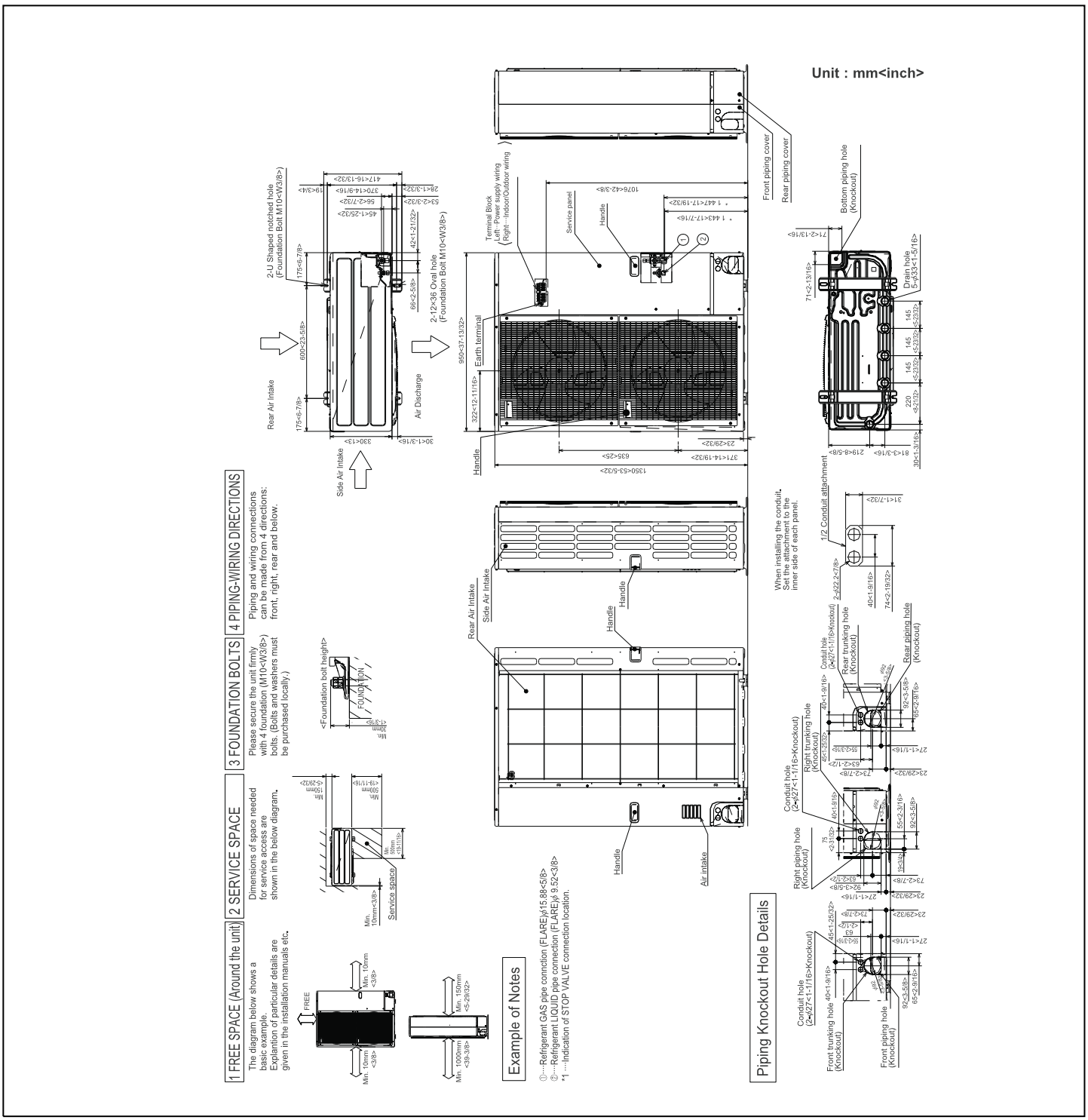
DIMENSIONS: PUZ-HA30NHA2



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FORM# PEAD-A30AA4 - PUZ-HA30NHA2 - 201206

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February 6, 2015

Ms. Caitlin Cameron, Planner
Planning and Development Department
City of Portland, Maine
389 Congress Street
Portland, Maine 04101-3509

Subject: 16 Middle Street and 185 Fore Street Submission
Traffic Impact Study

Dear Ms. Cameron:

On behalf of Bateman Partners, LLC, please find enclosed the Traffic Impact Study for the 16 Middle and 185 Fore Street Submissions.

We have forwarded a copy of this report to Tom Errico for his review.

If you have any questions regarding this information, please contact our office.

Sincerely,

FAY, SPOFFORD & THORNDIKE



Joseph A. Laverriere, P.E.
Senior Principal Engineer

JAL/cmd

Enclosure

c: Tom Errico, T.Y. Lin

R:\SP-M150 India & Middle Sts\Admin\Permitting\Final Site Plan Application\SP-M150 2015.02.06 Cameron (Traffic Study).doc

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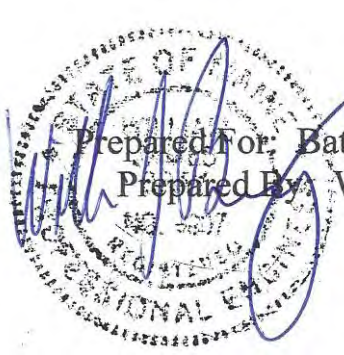
TRAFFIC IMPACT STUDY

FOR

PROPOSED

"Residences at Fore Street"
And
"16 Middle Street"

Mixed-Use Development



Prepared For: Bateman Partners, LLC
Prepared By: William J. Bray, P.E.

February, 2015

INTRODUCTION

Bateman Partners, LLC are proposing to construct two mixed-use buildings at 16 Middle Street and 185 Fore Street in the City of Portland. Both properties, which have been submitted as separate site plan applications, are located within the Gateway Parking garage block, bounded by Middle Street, India Street, Fore Street, and Hancock Street Extension. The "16" Middle Street building, a five story building, will include approximately 5,032 square feet of retail space on the first floor and 39,526 square feet of commercial office space on floors 2 through 5. The proposed "Residences at Fore Street" building, located at 185 Fore Street, is a 4-story (23,856 square foot) building that will include a single-tenant commercial retail space on the first floor and 8 luxury condominiums/townhouses on floors 2 through 4.

A total of 239 deeded off-street parking spaces are provided within the adjoining Gateway Parking garage for the occupants of both proposed mixed-use properties. Full-service vehicular access to the parking garage is maintained from both Middle and Fore Streets.

The purpose of this study is to examine existing traffic conditions in the general vicinity of the proposed project, estimate the total number of site trips generated by the project, and make a determination as to whether the existing transportation system can safely accommodate the added traffic demand generated by the project.

EXISTING CONDITIONS

Existing Traffic: A composite estimate of "peak" 2014 traffic conditions for the Study Area intersections (Middle Street/India Street and India Street/Fore Street) was determined with the collection of traffic data during two separate time periods in 2014. Manual turning movement counts were performed at both intersections between the hours of 6:00 AM to 6:00 PM during the week of January 30, 2014 and a second 12-hour count was performed at the India Street/Fore Street intersection by the City of Portland on June 10, 2014 (Copies of the data summary sheets are attached as an appendix to the report). From a summary of the traffic data, it was determined that the morning peak hour falls between 7:45 and 8:45 AM and the PM peak hour occurs between 4:30 and 5:30 PM.

Traffic data collected during the month of January and June require an adjustment to reflect "peak" travel conditions during the summer months of July and August. MaineDOT provides factors for adjusting traffic data collected during other periods of time. MaineDOT utilizes highway classifications of I, II, or III for all State and Local roadways. Group I roadways are defined as urban roadways or those roads that typically see commuter traffic and experience little fluctuation from week to week throughout the year. Group II roadways or arterial roads are those that see a combination of commuter and recreational traffic and; therefore, experience moderate fluctuations during the year. Group III roads or recreational roadways are typically used for recreational purposes and experience significant seasonal fluctuations. MaineDOT has designated each study area roadway as Group I roadways, which requires the collected traffic data to be adjusted by a factor of approximately 1.23 for the week of January 30 and 1.02 for the week of June 10. Both sets of traffic data were appropriately adjusted for both collection time periods and then a "*side-by-side*" comparison was performed with the higher traffic volume of the two sets of data (January and June data) selected as the appropriate representation of 2014 design hour conditions at the study intersections. Figures 1 & 2 illustratively depict the estimated 2014 AM and PM design hour traffic conditions for both study intersections.

Existing Safety Trends: The Maine Department of Transportation's (MaineDOT) Accident Records Section provided three-year (2011 through 2013) safety records for the section of India Street between Middle and Fore Streets, Middle Street between India and Hancock Streets, and Fore Street between India and Mountfort Streets. MaineDOT's report is presented as follows:

2011 - 2013 Accident Summary
(Portions of Middle Street, India Street, and Fore Street)

Location	Number of Accidents	Critical Rate Factor
1. India Street @ Middle Street	6	2.15
2. India Street @ Fore Street	8	2.02
3. India Street btw. Fore St. and Middle St.	1	0.58
4. Fore Street btw. Mountfort Street and India Street	6	1.54

The MaineDOT considers any roadway segment or intersection a high crash location if both of the following criteria are met:

- *8 or more accidents*
- *A Critical Rate Factor greater than 1.00*

As the data presented in the table shows (location highlighted in yellow), the India Street/ Fore Street intersection meets MaineDOT's criteria for a high crash location. A total of 8 crashes with a Critical Rate Factor (CRF) of 2.02 were reported for the intersection. A more in-depth review (preparation of detailed vehicle collision diagrams) was prepared for the intersection to determine if a clear pattern of accident is occurring (Copies of the collision diagrams are attached as an appendix to the report). Seven of the eight reported crashes were "*angle*" accidents with drivers in all cases "*failing to yield*" to a motorist within the intersection.

The City is currently exploring several improvement strategies for the intersection including the installation of sequenced traffic control signals, enhanced pavement markings and directional signing, which appear to be appropriate measures for addressing the higher than expected frequency of crashes reported for the intersection.

SITE TRAFFIC

Site Trip Generation: Trip generation for the proposed buildings were determined based upon trip tables presented in the eighth edition of the Institute of Transportation Engineers "**TRIP GENERATION**" handbook. Peak hour trip generation for each of the two proposed buildings were estimated based upon the following anticipated site uses and projected building areas:

"16" Middle Street" Building: First floor - 5,032sf retail area and 2nd floor thru 5th floor - 39,526sf commercial office space.

Land Use Code #710 General Office Building

AM Street Peak Hour	= 1.55 trips/1,000sf
AM Generator Peak Hour	= 1.55 trips/1,000sf
PM Street Peak Hour	= 1.49 trips/1,000sf
PM Generator Peak Hour	= 1.49 trips/1,000sf

Land Use Code #814 Specialty Retail

AM Street Peak Hour	= 0
AM Generator Peak Hour	= 6.84 trips/1,000sf
PM Street Peak Hour	= 2.71 trips/1,000sf
PM Generator Peak Hour	= 5.02 trips/1,000sf

"Residences at Fore Street" Building: First floor - 4,427sf retail/office space (projected tenant has 20ee's) and 2nd floor thru 4th floor - a total of 8 luxury residential townhouse/condominiums.

Land Use Code #233 Luxury Condominium/Townhouse

AM Street Peak Hour	= 0.56 trips/unit
AM Generator Peak Hour	= 0.65 trips/unit
PM Street Peak Hour	= 0.55 trips/unit
PM Generator Peak Hour	= 0.65 trips/unit

Land Use Code #715 Single-Tenant Office Building

AM Street Peak Hour	= 1.80 trips/1,000sf
AM Generator Peak Hour	= 1.73 trips/1,000sf
PM Street Peak Hour	= 1.80 trips/1,000sf
PM Generator Peak Hour	= 1.73 trips/1,000sf

Table 1 below provides a summary of peak hour trip generation for the proposed **Bateman Partners, LLC** development.

Table 1
Bateman Partners, LLC Development
Trip Generation

Building Name	AM Street Peak Hour Trips	AM Generator Peak Hour Trips	PM Street Peak Hour Trips	PM Generator Peak Hour Trips
"16 Middle Street"	61	95	73	84
"Residences at Fore Street"	13	13	13	13
Total Trips	**74**	**108**	**86**	**97**

Site Trip Composition: The following trip composition has been determined for the proposed development uses:

"16 Middle Street" Building

Land Use Code #710 General Office Building

Primary Trips	= 100%

Land Use Code #814 Specialty Retail

Primary Trips	= 100%

"Residences at Fore Street" Building

Land Use Code #233 Luxury Condominium/Townhouse

Primary Trips	= 100%

Land Use Code #715 Single-Tenant Office Building

Primary Trips	= 100%

Additionally, a captured (shared) trip rate of 10% was applied. Table 2 below summarizes the trip composition values for each of the two proposed building.

Table 2
Bateman Partners, LLC
Site Trip Composition

Building Name	Trip Type	AM Street Peak Hour	AM Generator Peak Hour	PM Street Peak Hour	PM Generator Peak Hour
"16 Middle Street"	**Total Building Trips =**	**61**	**95**	**73**	**84**
	Primary Trips	55	85	66	76
	Captured Trips	6	10	7	8
"Residences at Fore Street"	**Total Building Trips =**	**13**	**13**	**13**	**14**
	Primary Trips	13	13	13	13
	Captured Trips	1	1	1	1
	Total Development Trips =	**74**	**108**	**86**	**97**
	Primary Trips	67	97	78	88
	Captured Trips	7	11	8	9

Site Trip Distribution: Vehicle trips generated by the proposed development uses were assigned to/from the proposed site based upon the following trip distribution patterns during each designated time period:

"16 Middle Street" Building:

Land Use Code #710 General Office Building

AM Street Peak Hour = 88% enter/12% exit
AM Generator Peak Hour = 88% enter/12% exit
PM Street Peak Hour = 17% enter/83% exit
PM Generator Peak Hour = 17% enter/83% exit

Land Use Code #814 Specialty Retail

AM Generator Peak Hour = 48% enter/52% exit
PM Street Peak Hour = 44% enter/56% exit
PM Generator Peak Hour = 56% enter/44% exit

"Residences at Fore Street" Building:

Land Use Code #233 Luxury Condominium/Townhouse

AM Street Peak Hour = 23% enter/77% exit
AM Generator Peak Hour = 32% enter/68% exit
PM Street Peak Hour = 63% enter/37% exit
PM Generator Peak Hour = 60% enter/40% exit

Land Use Code #715 Single-Tenant Office Building

AM Street Peak Hour = 89% enter/11% exit
AM Generator Peak Hour = 89% enter/11% exit
PM Street Peak Hour = 15% enter/85% exit
PM Generator Peak Hour = 15% enter/85% exit

Table 3 summarizes the directional distribution of vehicle trips for each peak time period for both proposed buildings:

Table 3
"Bateman Partners, LLC" Development
Trip Distribution

		Trip Distribution		
Building Location	**Peak Hour Time Period**	**Total[1] Trips**	**Enter**	**Exit**
"16 Middle Street"				
	AM Street Peak Hour	55	48	7
	AM Generator Peak Hour	85	62	23
	PM Street Peak Hour	66	15	51
	PM Generator Peak Hour	76	22	54
"Residences at Fore Street"				
	AM Street Peak Hour	12	7	5
	AM Generator Peak Hour	12	8	4
	PM Street Peak Hour	12	4	8
	PM Generator Peak Hour	12	4	8
	Total Development Trips			
	AM Street Peak Hour	67	55	12
	AM Generator Peak Hour	97	70	27
	PM Street Peak Hour	78	19	59
	PM Generator Peak Hour	88	26	62

NOTE: [1] Total trip value reflects total trip value minus the estimated captured trip value

Site Trip Assignment: Vehicle trips generated by the proposed development project were assigned to the roadway system based upon existing vehicle splits measured at both entrances to the Gateway Garage. Manual vehicle turning movement counts were collected at both garage entrance driveways during the AM and PM peak commuter hours on Thursday, February 20, 2014 (Copy of noted data is attached). From a summary of the data, it was determined that approximately 60% of the vehicle trips entering/exiting the garage use the Middle Street entrance and the remaining trips circulate through the Fore Street entrance. The vehicle trips were further assigned through both study intersections (Middle Street/India Street and Fore Street/India Street) based upon existing traffic data collected during both peak time periods. Figures 3 and 4 are "stick-diagrams" that illustratively present the assignment of the site trips for the AM and PM peak hours.

FUTURE TRAFFIC

Annual Growth: The Traffic Impact Study has been prepared based upon a projected build-out year of 2016. MaineDOT's historical traffic data for the noted sections of Middle/Fore and India Streets would suggest the appropriateness of a somewhat flat annual traffic growth. However, to insure a conservative assessment of traffic impact, the 2014 through traffic values for both study intersections were increased by an annual growth rate of 2.5%.

Other Development Traffic: Traffic generated by projects that have been approved by the City of Portland Planning Board and/or the MaineDOT, yet are not opened, must be included in the estimate of pre-development traffic. Caitlin Cameron, Urban Designer from Portland's Planning & Urban Development

Department, identified the following projects whose trip generation should be included in the estimate of other development traffic:

- 203 Fore Street (Opechee Phase II) – extension valid until August 2014
- 100 Federal Street (Sussman) – extension valid until October 2015
- 101-121 Newbury Street (Seaport Lofts) – approved 2013

Figures 5 and 6 graphically present the Other Development traffic included in the Traffic Impact Study.

2016 Pre-Development Traffic: The Other Development traffic projections shown on Figures 5 and 6 were added to the seasonally adjusted 2014 base traffic forecasts to provide an estimate of 2016 Pre-Development traffic conditions. Figures 7 and 8 are line diagrams that present the 2016 Pre-Development AM and PM peak hour traffic forecasts for the two study intersections.

2016 Post-Development Traffic: Estimated 2016 Pre-Development traffic forecasts prepared for both study intersections, as depicted on Figures 7 and 8, were combined with the site traffic projections on Figures 3 and 4 to create estimated 2016 Post-Development traffic estimates for both study intersections. Figures 9 (AM Peak Hour) and 10 (PM Peak Hour) are line diagrams that present the estimated 2016 Post-Development traffic conditions for the study intersections.

MOBILITY ANALYSIS

Capacity analysis of the study intersections was performed utilizing the Synchro and SimTraffic computer models. Two separate analyses were completed for the Middle Street/India Street intersection at the request of the City: 1) Existing two-way stop control on Middle Street approaches and, 2) "Multi Way" stop control for the intersection. The analyses conducted for the India Street/Fore Street intersection was based upon the existing "multi-way" traffic control for the intersection.

Levels of Service rankings are similar to the academic grade system, where an "A" is very good with little delay and "F" represents very poor conditions. The following table summarizes the relationship between delay and Level of Service for an unsignalized intersection:

Level of Service Criteria for Unsignalized Intersections

Level of Service	Total Control Delay (sec/veh)
A	Up to 10.0
B	10.1 to 15.0
C	15.1 to 25.0
D	25.1 to 35.0
E	35.1 to 50.0
F	Greater than 50.0

The results of the operational analysis are presented in the following tables:

Intersection Level of Service Summary
Middle Street @ India Street (two-way traffic control)
India Street @ Fore Street (multi-way stop control)
(2016 Pre- and Post-Development Travel Conditions)

	2016 Pre-Development		2016 Post-Development		2016 Pre-Development		2016 Post-Development	
	AM Peak Hour		AM Peak Hour		PM Peak Hour		PM Peak Hour	
Intersection/Approach	Delay (sec.)	LOS	Delay (sec.)	LOS	Delay (sec.)	LOS	Delay (sec.)	LOS
1. India Street @ Fore Street								
Fore Street EB	6.0 sec.	A	8.0 sec.	A	8.0 sec.	A	8.0 sec.	A
Fore Street WB	6.0 sec.	A	8.0 sec.	A	8.0 sec.	A	8.0 sec.	A
India Street NB	5.0 sec.	A	6.0 sec.	A	8.0 sec.	A	8.0 sec.	A
India Street SB	6.0 sec.	A	8.0 sec.	A	8.0 sec.	A	8.0 sec.	A
Overall Intersection	6.0 sec.	A	8.0 sec.	A	8.0 sec.	A	8.0 sec.	A
2. India Street @ Middle Street								
Middle Street EB	5.0 sec.	A	5.0 sec.	A	9.0 sec.	A	9.0 sec.	A
Middle Street WB	5.0 sec.	A	5.0 sec.	A	9.0 sec.	A	8.0 sec.	A
India Street NB	2.0 sec.	A	1.0 sec.	A	2.0 sec.	A	2.0 sec.	A
India Street SB	1.0 sec.	A	1.0 sec.	A	1.0 sec.	A	1.0 sec.	A
Overall Intersection	3.0 sec.	A	3.0 sec.	A	3.0 sec.	A	3.0 sec.	A

Intersection Level of Service Summary
Middle Street @ India Street (multi-way traffic control)
India Street @ Fore Street (multi-way stop control)
(2016 Pre- and Post-Development Travel Conditions)

	2016 Pre-Development[1]		2016 Post-Development		2016 Pre-Development[1]		2016 Post-Development	
	AM Peak Hour		AM Peak Hour		PM Peak Hour		PM Peak Hour	
Intersection/Approach	Delay (sec.)	LOS	Delay (sec.)	LOS	Delay (sec.)	LOS	Delay (sec.)	LOS
1. India Street @ Fore Street								
Fore Street EB	6.0 sec.	A	8.0 sec.	A	8.0 sec.	A	8.0 sec.	A
Fore Street WB	6.0 sec.	A	9.0 sec.	A	8.0 sec.	A	9.0 sec.	A
India Street NB	5.0 sec.	A	6.0 sec.	A	8.0 sec.	A	8.0 sec.	A
India Street SB	6.0 sec.	A	9.0 sec.	A	8.0 sec.	A	9.0 sec.	A
Overall Intersection	6.0 sec.	A	8.0 sec.	A	8.0 sec.	A	8.0 sec.	A
2. India Street @ Middle Street								
Middle Street EB	5.0 sec.	A	4.0 sec.	A	9.0 sec.	A	5.0 sec.	A
Middle Street WB	5.0 sec.	A	4.0 sec.	A	9.0 sec.	A	5.0 sec.	A
India Street NB	2.0 sec.	A	6.0 sec.	A	2.0 sec.	A	7.0 sec.	A
India Street SB	1.0 sec.	A	6.0 sec.	A	1.0 sec.	A	7.0 sec.	A
Overall Intersection	3.0 sec.	A	5.0 sec.	A	3.0 sec.	A	7.0 sec.	A

NOTE: [1] Traffic control at Middle Street and India Street for 2016 Pre-Development condition remains two-way stop control on Middle Street approach.

Multi-way Stop Warrant Analysis (India Street @ Middle Street Intersection)

The City's Peer Review Consultant has requested that a "multi-way" stop control analysis be completed for the India Street/Middle Street intersection. The Manual on Uniform Traffic Control Devices (MUTCD), a federal publication, provides specific criteria that should be considered in recommending "multi-way" stop control at an intersection. That criteria, as presented in the 2009 edition of the MUTCD, is listed as follows:

A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

B. A crash problem, as indicated by 5 or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right and left-turn collisions, as well as, right-angle collisions.

C. Minimum Volumes:

1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day and,

2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours with an average delay to minor street vehicular traffic of a least 30 seconds per vehicle during the highest hour but,

3. If the 85th-percentile approach speed of the major-street traffic exceeds 65 km/h (40 mph), the minimum vehicular volume warrants are 70 percent of the above values.

D. Where no single criterion is satisfied but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

Existing 2014 Adjusted Intersection Traffic Volumes[1]
Middle Street/India Street (6:00 AM to 6:00 PM)

Hour of Day	Two-Way Traffic India Street (both approaches)	Two-Way Traffic Middle Street (both approaches)
6:00 to 7:00 AM	42	38
7:00 to 8:00 AM	160	103
8:00 to 9:00 AM	236	186
9:00 to 10:00 AM	284	251
10:00 to 11:00 AM	311	215
11:00 to 12:00 PM	n/a	n/a
12:00 to 1:00 PM	381	216
1:00 to 2:00 PM	470	194
2:00 to 3:00 PM	447	178
3:00 to 4:00 PM	487	236
4:00 to 5:00 PM	556	213
5:00 to 6:00 PM	627	218

NOTE: [1] 2014 adjusted traffic data based upon data collected on January 30, 2014 adjusted by a seasonal factor 1.23 to reflect estimated 2104 design hour traffic conditions.

"Multi-way" Stop Control Warrant Assessment

- Criterion "A" isn't relevant to this location.
- Criterion "B", the highest number of reported crashes occurring in a single 12-month time period, is 4 that are susceptible to correction by a multi-way stop installation. (refer to attached vehicle collision diagram prepared for the intersection)

- Criterion C.1 is met between 9:00 and 6:00 PM when the average per hour volume is 447 vehicles.
- Criterion C.2, the combined vehicular, pedestrian and bicycle volume portion of the criterion is met between 9:00 and 6:00 PM when the average per hour volume of vehicular traffic is 215 vehicles (Time of year constraints precluded the collection of meaningful pedestrian and bicycle data. Criterion is met solely on the average hourly volume of vehicular traffic.). The average delay to minor street traffic projected for the 2016 Post-Development condition is 9.0 seconds during the highest hour of the day, which falls well below the criterion value of 30 seconds of average delay. Accordingly, Criterion C.2 is not satisfied.
- Criterion C.3 isn't relevant to this location.
- Criterion D is not met; Criterion B and Criterion C.1 are met with application of the 80% value. Criterion C.2 is not met, the average delay to side-street traffic, calculated at 9 seconds is well below the 80% value of 24 seconds.

In summary, prevailing traffic conditions at the Middle Street/India Street intersection do not currently satisfy the "multi-way" stop control warrants as stated in the 2009 MUTCD.

SUMMARY

1. The proposed two mixed-use buildings combined will generate approximately 74 trips during the AM peak hour and an additional 86 trips during the afternoon peak hour.

2. MaineDOT's Traffic Safety Bureau's latest three-year safety report (2011 through 2013) for the identified portions of India Street, Middle Street, and Fore Street shows that all roadway segments and intersections, with the exception of the India Street/Fore Street intersection, experience fewer traffic crashes than the threshold criteria for identification of a high crash location. The noted traffic intersection, based upon the most recent three-year data, meets both of MaineDOT's criteria for identification of a high crash location. A total of 8 vehicle crashes were reported at the intersection during the study time period and the Critical Rate Factor, which compares operations at the intersection with a statewide average for similar locations, exceeds 1.00 at 2.02. Detailed vehicle collision diagrams were prepared for each of the reported 8 vehicle crashes to determine if a correctible pattern of vehicle crash is occurring at the intersection. The detailed analysis identified a single crash patterns; seven of the reported eight collisions were "*angle*" accidents involving in all cases motorists failing to "*yield the right of way*".

3. It is the understanding of this report that the City is currently examining the appropriateness of full traffic signalization of the intersection. Previous development projects have been required to fund the installation of the traffic signal system improvements.

3. The intersection mobility analysis conducted for the two study intersections (India Street/Middle Street & India Street/Fore Street), based upon existing intersection traffic control, clearly shows that traffic generated by the proposed mixed-use development has virtually no impact on traffic operations at either of the two study intersections. Both intersections were found to operate at the "*best*" Level of Service A condition under 2016 Post-Development conditions.

4. A separate mobility analysis was completed for both study intersections based upon "multi-way" stop control at the Middle Street/India Street intersection. Again, the analysis demonstrates that if the City determines that prevailing conditions warrant a change in traffic control, the intersection would maintain Level of Service A operations under 2016 Post-Development travel conditions.

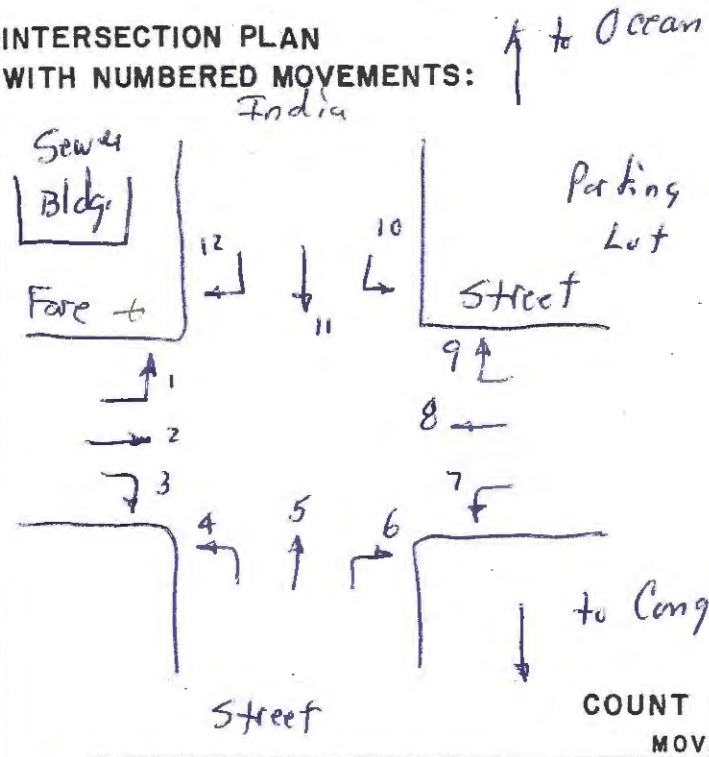
5. A "multi-way" stop control warrant analysis was conducted for the Middle Street/India Street intersection based upon guidelines published in the 2009 edition of the Manual on Uniform Traffic Control Devices. The warrant analysis concluded that prevailing traffic conditions presently do not warrant a change to "multi-way" stop control at the noted intersection.

6. The proposed mixed-use development is expected to generate greater than 100 trips (108 trips) during the morning peak hour of the proposed project; a time period that does not coincide with the street peak hour time periods. As a result, a Maine Department of Transportation Traffic Movement Permit is required. A formal application has been submitted and issuance of the required permit is pending.

LOCATION # 2

JOB NO. _____

INTERSECTION PLAN
WITH NUMBERED MOVEMENTS:



INTERSECTION India St. @ Fore Street

DATE _____

DAY OF WEEK Friday

WEATHER _____

REMARKS:

COUNT SUMMARY

MOVEMENT

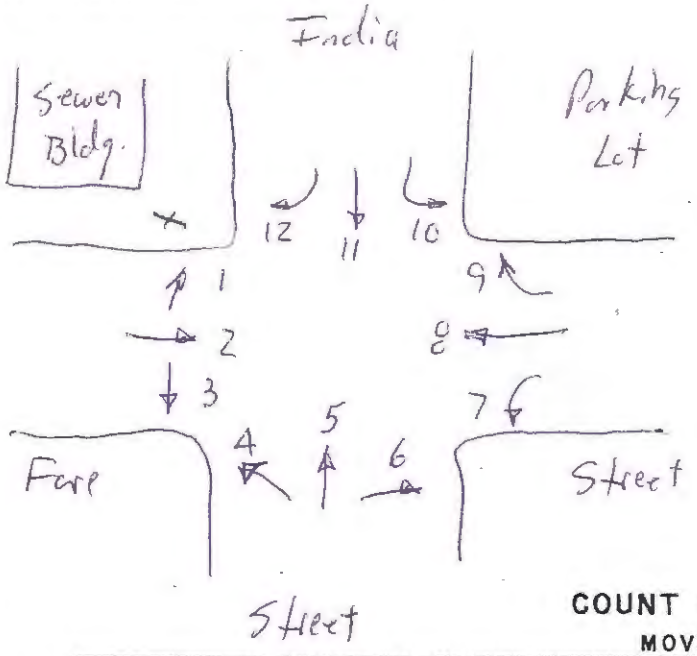
AM	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
6:00 6:15	Ø	11	5	3	4	4	7	6	1	Ø	5	Ø	46
6:15 6:30	3	14	9	3	8	6	4	11	1	Ø	7	Ø	66
6:30 6:45	4	10	13	9	11	9	3	9	2	Ø	11	1	82
6:45 7:00	1	13	17	7	18	11	8	10	1	Ø	10	1	97
7:00 7:15	6	15	15	11	21	16	6	18	Ø	3	5	3	119
7:15 7:30	3	18	20	14	26	14	10	16	3	2	12	1	139
7:30 7:45	1	22	22	12	23	13	13	17	4	2	13	Ø	142
7:45 8:00	2	19	25	8	28	17	11	22	7	1	11	1	152
8:00 8:15	5	21	18	12	33	15	15	21	3	2	9	2	156
8:15 8:30	9	26	22	15	36	16	18	26	2	6	16	4	196
8:30 8:45	7	23	24	14	39	18	22	28	2	3	13	1	194
8:45 9:00	5	27	21	18	37	21	23	30	1	1	17	1	202

PEAK HOUR COUNT TIME: TO:

26	97	85	59				105				8	

JOB NO. _____

INTERSECTION PLAN
WITH NUMBERED MOVEMENTS:



INTERSECTION India & Fare Streets

DATE _____

DAY OF WEEK _____

WEATHER _____

REMARKS:

COUNT SUMMARY

MOVEMENT

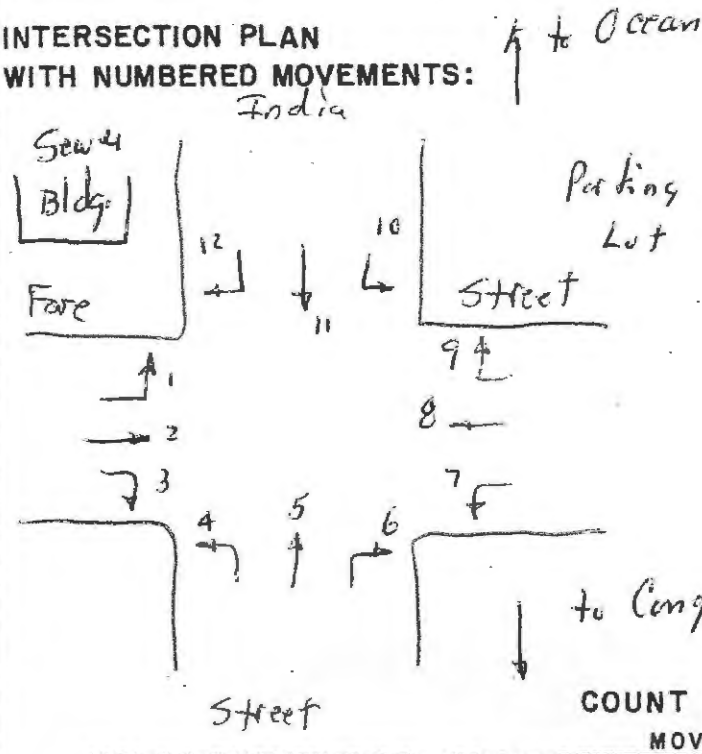
	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
9:00 9:15	7	18	19	10	24	10	8	12	6	11	36	8	169
9:15 9:30	9	19	13	15	29	13	10	11	2	11	33	11	177
9:30 9:45	12	14	12	17	32	11	13	15	4	12	28	13	183
9:45 10:00	8	17	11	13	17	9	9	15	0	8	19	11	137
10:00 10:15	7	19	7	6	20	4	5	12	3	0	14	16	113
10:15 10:30	7	15	9	5	18	0	6	9	3	0	11	14	97
10:30 10:45	9	12	6	2	16	3	2	8	2	0	13	10	83
10:45 11:00	8	9	10	0	13	1	0	3	2	0	9	8	63
11:00 11:15	12	13	8	3	15	0	0	5	0	3	11	13	83
11:15 11:30	9	11	5	0	10	0	3	3	1	5	9	10	66
11:30 11:45	7	14	4	1	14	2	4	2	2	4	6	12	72
11:45 12:00	5	10	7	1	7	1	1	0	0	1	7	11	51

PEAK HOUR COUNT TIME: TO:

LOCATION # 2

JOB NO. _____

INTERSECTION PLAN WITH NUMBERED MOVEMENTS:



INTERSECTION India St. @ Fore Street

DATE _____

DAY OF WEEK Friday

WEATHER _____

REMARKS:

COUNT SUMMARY

MOVEMENT

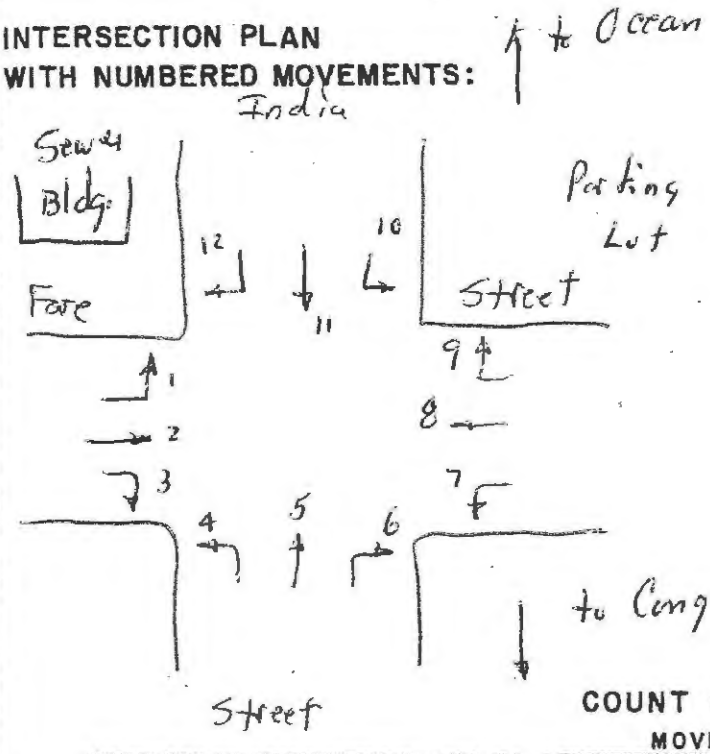
	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
12 :00 12 :15			BREAK										
12 :15 12 :30	Ø	19	25	17	31	17	14	26	7	Ø	18	3	177
12 :30 12 :45	2	23	22	15	27	11	17	29	6	Ø	27	5	184
12 :45 1 :00	5	29	28	19	35	18	21	31	10	3	26	1	226
1 :00 1 :15	4	26	27	22	32	14	20	34	12	4	22	6	223
1 :15 1 :30	Ø	29	24	18	35	9	25	31	9	Ø	24	Ø	204
1 :30 1 :45	1	27	21	24	34	15	31	36	11	3	21	Ø	224
1 :45 2 :00	2	33	20	22	30	10	28	39	12	2	19	2	219
2 :00 2 :15	3	31	23	21	33	8	25	42	14	Ø	17	2	218
2 :15 2 :30	1	35	19	26	29	11	29	37	8	1	15	4	215
2 :30 2 :45	2	34	13	23	35	13	26	34	5	3	18	1	207
2 :45 3 :00	4	33	15	19	42	11	22	30	10	1	11	1	199

PEAK HOUR COUNT TIME: TO:

LOCATION # 2

JOB NO. _____

INTERSECTION PLAN
WITH NUMBERED MOVEMENTS:



INTERSECTION India St. @ Fore Street

DATE _____

DAY OF WEEK Friday

WEATHER _____

REMARKS:

COUNT SUMMARY

MOVEMENT

	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
3:00 3:15	14	38	18	26	40	6	24	27	8	2	16	3	212
3:15 3:30	11	39	16	19	44	4	27	31	1	1	19	9	212
3:30 3:45	13	43	23	23	41	1	21	25	5	2	21	2	220
3:45 4:00	14	41	25	27	37	5	19	23	3	2	24	1	221
4:00 4:15	17	39	21	25	39	7	22	18	1	1	23	4	217
4:15 4:30	16	34	24	28	36	10	16	22	1	4	20	6	217
4:30 4:45	18	33	19	31	38	8	19	20	4	3	21	1	215
4:45 5:00	15	37	17	33	42	6	21	17	3	1	25	5	222
5:00 5:15	11	31	21	28	40	11	23	15	7	0	20	3	210
5:15 5:30	9	27	23	21	44	13	17	18	8	0	19	9	199
5:30 5:45	12	29	18	18	38	9	15	19	5	2	21	1	187
5:45 6:00	10	22	16	20	39	12	10	18	6	3	23	3	182

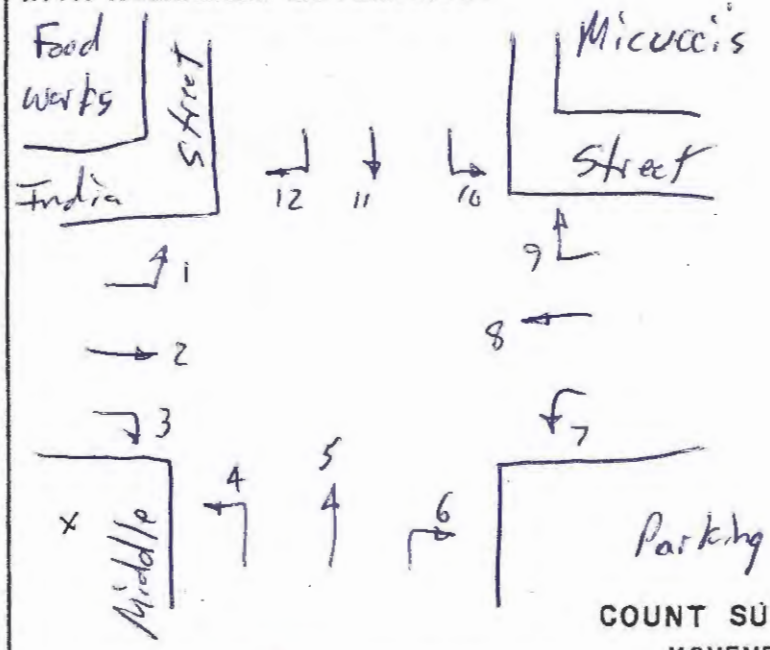
Pm

PEAK HOUR COUNT TIME: TO:

LOCATION #5

JOB NO. _____

INTERSECTION PLAN WITH NUMBERED MOVEMENTS:



INTERSECTION Middle St. @ India St.

DATE 1.30.14

DAY OF WEEK Thursday

WEATHER _____

REMARKS:

COUNT SUMMARY

MOVEMENT

	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
All 6:00 6:15	Ø	1	Ø	Ø	2	1	1	4	Ø	Ø	2	1	12
6:15 6:30	2	3	1	Ø	1	3	4	3	Ø	Ø	1	3	21
6:30 6:45	Ø	Ø	1	Ø	1	Ø	1	5	Ø	Ø	4	1	13
6:45 7:00	1	Ø	2	1	Ø	3	2	2	1	Ø	4	3	19
7:00 7:15	1	6	3	1	Ø	Ø	2	6	2	Ø	Ø	2	23
7:15 7:30	4	13	Ø	2	5	4	5	11	4	Ø	7	1	56
7:30 7:45	Ø	17	2	1	2	4	1	10	1	Ø	11	12	61
7:45 8:00	Ø	21	1	3	4	7	4	16	Ø	Ø	9	9	74
8:00 8:15	2	24	Ø	1	7	9	1	13	Ø	2	5	11	75
8:15 8:30	4	18	Ø	1	2	11	3	15	5	Ø	8	15	82
8:30 8:45	3	26	1	Ø	5	13	3	19	7	1	9	13	90
8:45 9:00	1	23	2	Ø	1	8	1	17	4	Ø	12	17	86

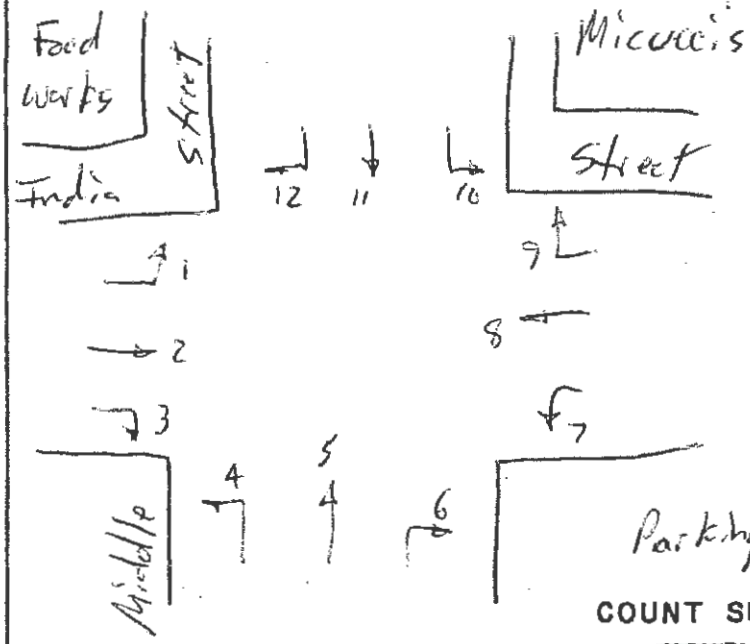
PEAK HOUR COUNT TIME: TO:

	10	91	3	2	15	41	8	64	16	3	34	56	
Adj:	12	112	4	2	18	50	10	79	20	4	42	69	

LOCATION # 5

JOB NO. _____

INTERSECTION PLAN
WITH NUMBERED MOVEMENTS:



INTERSECTION Middle St. @ India St.
DATE _____
DAY OF WEEK _____
WEATHER _____
REMARKS:

COUNT SUMMARY

MOVEMENT

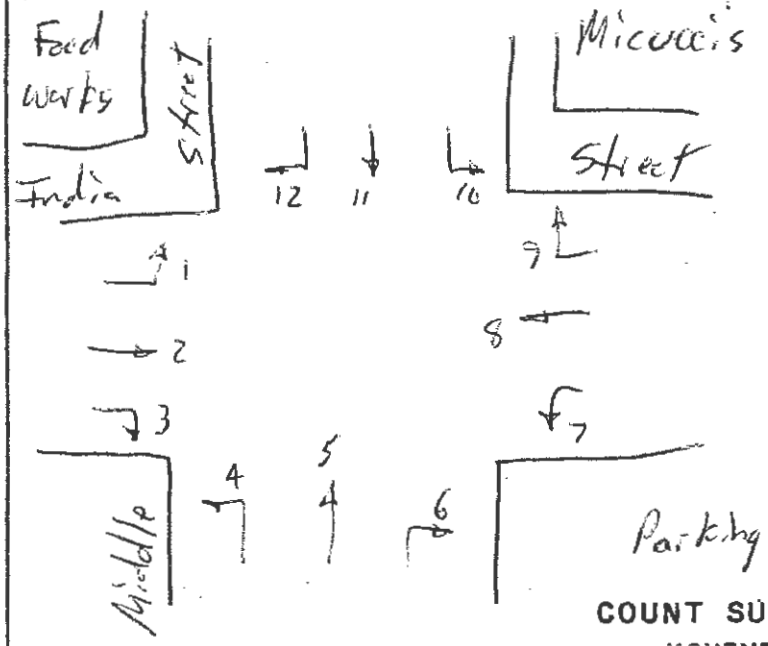
	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
9 :00 – 9 :15	3	17	11	12	9	11	2	22	Ø	1	9	7	104
9 :15 – 9 :30	1	19	9	15	7	13	4	18	4	1	6	4	101
9 :30 – 9 :45	Ø	15	6	11	14	15	1	26	1	3	8	12	112
9 :45 – 10 :00	2	20	13	7	17	9	6	31	Ø	1	4	8	118
10 :00 – 10 :15	Ø	18	7	14	10	14	8	21	Ø	2	7	5	106
10 :15 – 10 :30	Ø	23	3	12	5	16	11	26	2	1	3	Ø	102
10 :30 – 10 :45	3	27	9	12	7	13	Ø	20	6	Ø	1	10	108
10 :45 – 11 :00	Ø	17	11	18	3	10	7	34	Ø	Ø	1	11	112
11 :00 – 11 :15	BREAK												
11 :15 – 11 :30													
11 :30 – 11 :45													
11 :45 – 12 :00	1	17	2	15	1	9	Ø	29	2	1	Ø	5	

PEAK HOUR COUNT TIME: TO:

LOCATION # 5

JOB NO. _____

INTERSECTION PLAN
WITH NUMBERED MOVEMENTS:



INTERSECTION Middle St. @ India St.
DATE _____
DAY OF WEEK _____
WEATHER _____
REMARKS:

COUNT SUMMARY

MOVEMENT

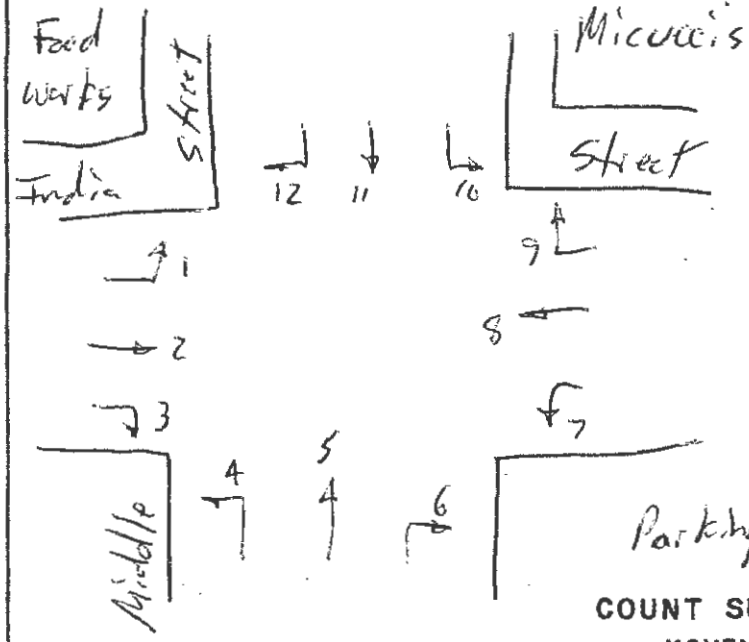
	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
12 :00 12 :15	ø	22	6	17	4	13	ø	33	ø	ø	1	4	100
12 :15 12 :30	1	29	14	13	6	15	4	29	ø	2	3	1	117
12 :30 12 :45	ø	24	9	11	8	18	7	41	2	ø	2	3	125
12 :45 1 :00	ø	27	11	15	9	21	6	42	3	ø	3	7	144
1 :00 1 :15	3	31	5	16	4	14	8	43	2	4	1	5	136
1 :15 1 :30	1	28	8	18	5	14	9	52	ø	ø	8	2	145
1 :30 1 :45	1	24	12	9	2	17	11	44	ø	1	ø	1	122
1 :45 2 :00	ø	27	15	11	1	18	8	49	1	2	1	4	135
2 :00 2 :15	2	22	9	16	3	21	10	42	ø	1	ø	1	127
2 :15 2 :30	ø	18	11	13	1	11	7	47	ø	3	ø	3	114
2 :30 2 :45	3	29	7	15	5	16	4	53	ø	ø	ø	5	137
2 :45 3 :00	ø	31	5	10	4	15	6	58	ø	ø	ø	2	126

PEAK HOUR COUNT TIME: TO:

LOCATION # 5

JOB NO. _____

INTERSECTION PLAN
WITH NUMBERED MOVEMENTS:



INTERSECTION Middle St. & India St.

DATE _____

DAY OF WEEK _____

WEATHER _____

REMARKS:

COUNT SUMMARY

MOVEMENT

	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
3:00 3:15	1	41	6	16	18	12	8	50	1	Ø	2	8	163
3:15 3:30	Ø	38	4	14	12	10	9	47	Ø	1	4	10	149
3:30 3:45	Ø	44	9	7	15	6	6	39	Ø	3	6	6	141
3:45 4:00	2	36	7	9	10	7	7	41	Ø	1	11	4	135
4:00 4:15	Ø	39	11	8	13	9	10	43	2	2	1	Ø	138
4:15 4:30	1	42	13	12	9	11	3	40	1	Ø	5	3	140
4:30 4:45	Ø	51	15	15	14	13	8	48	2	1	7	7	181
4:45 5:00	Ø	49	9	10	11	8	12	52	1	Ø	10	4	161
5:00 5:15	3	47	13	7	7	4	5	56	1	Ø	11	11	165
5:15 5:30	4	43	12	14	12	9	9	55	3	1	9	3	174
5:30 5:45	6	50	9	6	10	14	3	59	Ø	1	7	6	171
5:45 6:00	1	53	11	9	7	15	6	60	1	2	8	4	177

PEAK HOUR COUNT TIME: 5:00 TO: 6:00

	14	193	45	36	36	42	23	230	5	4	35	24	
Adj:	17	237	55	44	44	52	28	283	6	5	43	30	

N/S: India Street
E/W: Fore Street
City, State: Portland, ME
Client: T.Y.Lin/ A. Greenlaw

PRECISION DATA INDUSTRIES, LLC
P.O. Box 301 Berlin, MA 01503
Office: 508.481.3999 Fax: 508.545.1234
Email: datarequests@pdillc.com

File Name : 143932 A
Site Code : TBA
Start Date : 6/10/2014
Page No : 1

Groups Printed- Cars - Med Truck - Articulated Truck

	India Street From North				Fore Street From East				India Street From South				Fore Street From West				
Start Time	Right	Thru	Left	U-Turn	Right	Thru	Left	U-Turn	Right	Thru	Left	U-Turn	Right	Thru	Left	U-Turn	Int. Total
06:00 AM	0	14	1	0	2	6	4	0	3	7	0	0	0	5	0	0	42
06:15 AM	0	12	2	0	6	2	9	0	1	7	0	0	2	2	3	0	46
06:30 AM	1	16	3	0	0	10	6	0	10	14	1	0	0	3	4	0	68
06:45 AM	9	30	3	0	2	10	9	0	5	14	2	0	1	11	3	0	99
Total	10	72	9	0	10	28	28	0	19	42	3	0	3	21	10	0	255
07:00 AM	7	29	2	0	4	14	13	0	9	8	1	0	2	9	5	0	103
07:15 AM	9	32	7	0	3	13	9	0	4	17	2	0	1	10	4	0	111
07:30 AM	13	39	8	0	5	25	8	0	17	19	5	0	0	8	10	0	157
07:45 AM	19	45	9	0	10	24	21	0	14	10	6	0	2	23	5	0	188
Total	48	145	26	0	22	76	51	0	44	54	14	0	5	50	24	0	559
08:00 AM	17	53	10	0	9	32	16	0	7	17	4	0	1	34	7	0	207
08:15 AM	23	49	6	0	8	30	27	0	12	9	1	0	2	24	7	0	198
08:30 AM	20	41	5	0	4	34	23	0	11	14	2	0	1	23	6	0	184
08:45 AM	19	29	9	0	8	34	18	0	15	22	2	0	4	18	8	0	186
Total	79	172	30	0	29	130	84	0	45	62	9	0	8	99	28	0	775
09:00 AM	11	41	9	0	8	20	20	0	16	11	3	0	1	24	8	0	172
09:15 AM	18	30	8	0	7	22	16	0	9	15	1	0	6	20	8	0	160
09:30 AM	8	33	7	0	15	18	9	0	14	14	3	0	3	20	8	0	152
09:45 AM	15	24	11	0	15	24	26	0	15	23	2	0	1	22	8	0	186
Total	52	128	35	0	45	84	71	0	54	63	9	0	11	86	32	0	670
10:00 AM	8	27	10	0	10	26	9	0	6	21	1	1	1	12	6	0	138
10:15 AM	5	18	13	0	9	20	11	0	8	22	1	0	3	16	8	0	134
10:30 AM	4	22	10	0	9	19	21	0	10	22	0	0	3	19	5	0	144
10:45 AM	6	19	9	0	8	24	18	0	11	28	3	0	0	15	11	0	152
Total	23	86	42	0	36	89	59	0	35	93	5	1	7	62	30	0	568
11:00 AM	9	17	9	0	13	22	18	0	12	20	3	0	2	27	11	0	163
11:15 AM	7	24	11	0	12	21	20	0	18	18	3	0	2	22	10	1	169
11:30 AM	12	27	13	0	14	35	22	0	16	22	7	0	5	21	8	2	204
11:45 AM	12	25	12	0	15	22	25	0	19	21	3	0	4	22	11	0	191
Total	40	93	45	0	54	100	85	0	65	81	16	0	13	92	40	3	727
12:00 PM	6	34	16	0	17	35	20	0	16	34	3	0	3	30	12	0	226
12:15 PM	6	28	9	1	15	22	22	0	12	32	3	0	5	24	13	0	192
12:30 PM	4	25	6	0	16	28	24	0	12	28	7	0	2	25	5	0	182
12:45 PM	13	36	9	0	11	30	17	0	16	15	2	0	1	32	16	0	198
Total	29	123	40	1	59	115	83	0	56	109	15	0	11	111	46	0	798
01:00 PM	14	34	16	0	8	31	15	0	10	35	6	0	1	26	10	0	206
01:15 PM	7	16	14	0	12	26	17	0	12	33	3	0	3	25	19	0	187
01:30 PM	9	32	15	0	18	32	22	0	10	31	1	0	5	29	10	0	214
01:45 PM	12	20	13	0	7	27	22	0	22	23	5	0	5	24	11	0	191
Total	42	102	58	0	45	116	76	0	54	122	15	0	14	104	50	0	798
02:00 PM	4	23	12	0	16	22	18	0	15	37	4	1	1	30	15	0	198
02:15 PM	3	26	8	0	10	32	25	0	12	25	1	0	2	23	8	1	176
02:30 PM	8	21	9	0	21	23	18	0	14	23	7	0	1	28	3	0	176
02:45 PM	9	26	14	0	16	28	20	0	9	27	2	0	1	26	10	0	188
Total	24	96	43	0	63	105	81	0	50	112	14	1	5	107	36	1	738
03:00 PM	7	19	16	0	19	35	16	0	15	30	4	0	4	16	6	0	187
03:15 PM	7	21	14	0	10	39	24	0	16	26	2	0	2	21	14	0	196
03:30 PM	9	31	3	0	16	32	15	0	17	41	5	0	0	23	15	0	207
03:45 PM	9	31	10	0	9	34	15	0	27	28	4	0	3	30	8	0	208
Total	32	102	43	0	54	140	70	0	75	125	15	0	9	90	43	0	798

N/S: India Street
E/W: Fore Street
City, State: Portland, ME
Client: T.Y.Lin/ A. Greenlaw

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File Name : 143932 A
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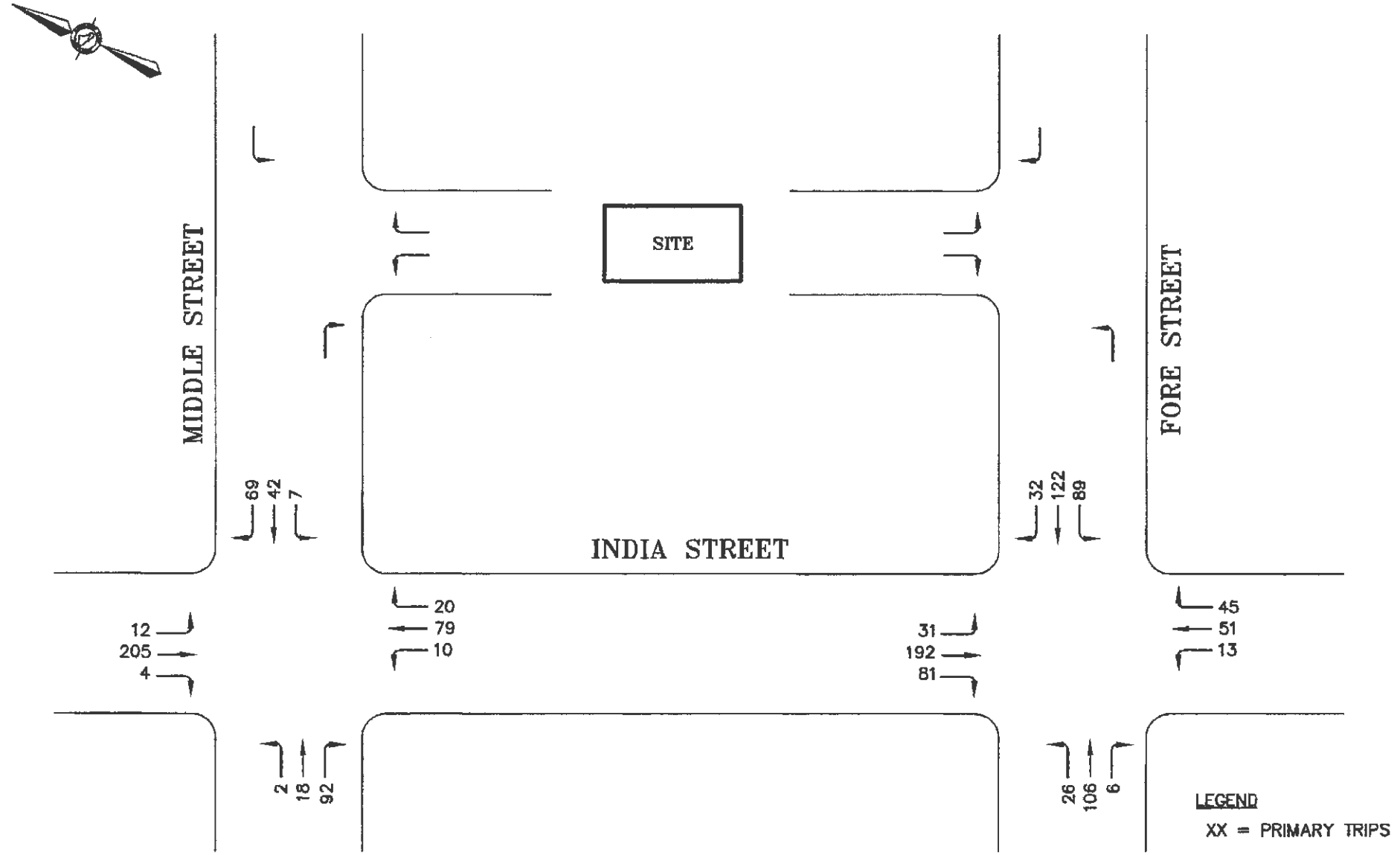
Start Date : 6/10/2014
Page No : 2

Groups Printed- Cars - Med Truck - Articulated Truck

	India Street From North				Fore Street From East				India Street From South				Fore Street From West				
Start Time	Right	Thru	Left	U-Turn	Right	Thru	Left	U-Turn	Right	Thru	Left	U-Turn	Right	Thru	Left	U-Turn	Int. Total
04:00 PM	2	19	9	0	11	26	13	0	16	29	1	0	4	29	20	0	179
04:15 PM	7	20	11	0	12	34	14	0	17	25	3	0	1	22	14	0	180
04:30 PM	7	35	13	0	7	43	27	0	21	31	4	0	2	31	21	0	242
04:45 PM	12	26	12	0	14	32	15	0	18	35	3	0	2	21	19	0	209
Total	28	100	45	0	44	135	69	0	72	120	11	0	9	103	74	0	810
05:00 PM	9	31	18	0	14	39	14	0	13	37	5	0	2	30	26	0	238
05:15 PM	10	22	12	0	12	43	13	0	24	45	0	0	1	62	19	0	263
05:30 PM	3	15	17	0	9	26	22	0	25	30	3	0	2	45	15	0	212
05:45 PM	7	18	18	0	10	29	14	0	14	23	2	0	5	28	19	0	187
Total	29	86	65	0	45	137	63	0	76	135	10	0	10	165	79	0	900
Grand Total	436	1305	481	1	506	1255	820	0	645	1118	136	2	105	1090	492	4	8396
Apprch %	19.6	58.7	21.6	0	19.6	48.6	31.8	0	33.9	58.8	7.2	0.1	6.2	64.5	29.1	0.2	
Total %	5.2	15.5	5.7	0	6	14.9	9.8	0	7.7	13.3	1.6	0	1.3	13	5.9	0	
Cars	429	1255	471	1	491	1213	792	0	619	1064	131	2	102	1057	481	4	8112
% Cars	98.4	96.2	97.9	100	97	96.7	96.6	0	96	95.2	96.3	100	97.1	97	97.8	100	96.6
Med Truck	6	48	10	0	13	30	26	0	23	52	5	0	2	21	9	0	245
% Med Truck	1.4	3.7	2.1	0	2.6	2.4	3.2	0	3.6	4.7	3.7	0	1.9	1.9	1.8	0	2.9
Articulated Truck	1	2	0	0	2	12	2	0	3	2	0	0	1	12	2	0	39
% Articulated Truck	0.2	0.2	0	0	0.4	1	0.2	0	0.5	0.2	0	0	1	1.1	0.4	0	0.5

	India Street From North					Fore Street From East					India Street From South					Fore Street From West					
Start Time	Right	Thru	Left	U-Turn	App. Total	Right	Thru	Left	U-Turn	App. Total	Right	Thru	Left	U-Turn	App. Total	Right	Thru	Left	U-Turn	App. Total	Int. Total
Peak Hour Analysis From 06:00 AM to 09:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:45 AM																					
07:45 AM	19	45	9	0	73	10	24	21	0	55	14	10	6	0	30	2	23	5	0	30	188
08:00 AM	17	53	10	0	80	9	32	16	0	57	7	17	4	0	28	1	34	7	0	42	207
08:15 AM	23	49	6	0	78	8	30	27	0	65	12	9	1	0	22	2	24	7	0	33	198
08:30 AM	20	41	5	0	66	4	34	23	0	61	11	14	2	0	27	1	23	6	0	30	184
Total Volume	79	188	30	0	297	31	120	87	0	238	44	50	13	0	107	6	104	25	0	135	777
% App. Total	26.6	63.3	10.1	0		13	50.4	36.6	0		41.1	46.7	12.1	0		4.4	77	18.5	0		
PHF	.859	.887	.750	.000	.928	.775	.882	.806	.000	.915	.786	.735	.542	.000	.892	.750	.765	.893	.000	.804	.938
Cars	78	183	30	0	291	31	116	84	0	231	41	47	12	0	100	6	100	24	0	130	752
% Cars	98.7	97.3	100	0	98.0	100	96.7	96.6	0	97.1	93.2	94.0	92.3	0	93.5	100	96.2	96.0	0	96.3	96.8
Med Truck	1	5	0	0	6	0	2	3	0	5	1	2	1	0	4	0	3	0	0	3	18
% Med Truck	1.3	2.7	0	0	2.0	0	1.7	3.4	0	2.1	2.3	4.0	7.7	0	3.7	0	2.9	0	0	2.2	2.3
Articulated Truck	0	0	0	0	0	0	2	0	0	2	2	1	0	0	3	0	1	1	0	2	7
% Articulated Truck	0	0	0	0	0	0	1.7	0	0	0.8	4.5	2.0	0	0	2.8	0	1.0	4.0	0	1.5	0.9
	81	192	31			32	122	89			45	51	13			6	106	26			
Peak Hour Analysis From 10:00 AM to 01:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 11:30 AM																					
11:30 AM	12	27	13	0	52	14	35	22	0	71	16	22	7	0	45	5	21	8	2	36	204
11:45 AM	12	25	12	0	49	15	22	25	0	62	19	21	3	0	43	4	22	11	0	37	191
12:00 PM	6	34	16	0	56	17	35	20	0	72	16	34	3	0	53	3	30	12	0	45	226
12:15 PM	6	28	9	1	44	15	22	22	0	59	12	32	3	0	47	5	24	13	0	42	192
Total Volume	36	114	50	1	201	61	114	89	0	264	63	109	16	0	188	17	97	44	2	160	813
% App. Total	17.9	56.7	24.9	0.5		23.1	43.2	33.7	0		33.5	58	8.5	0		10.6	60.6	27.5	1.2		
PHF	.750	.838	.781	.250	.897	.897	.814	.890	.000	.917	.829	.801	.571	.000	.887	.850	.808	.846	.250	.889	.899
Cars	34	110	48	1	193	60	111	85	0	256	61	103	15	0	179	16	91	43	2	152	780
% Cars	94.4	96.5	96.0	100	96.0	98.4	97.4	95.5	0	97.0	96.8	94.5	93.8	0	95.2	94.1	93.8	97.7	100	95.0	95.9
Med Truck	2	4	2	0	8	1	3	4	0	8	2	6	1	0	9	0	4	1	0	5	30
% Med Truck	5.6	3.5	4.0	0	4.0	1.6	2.6	4.5	0	3.0	3.2	5.5	6.3	0	4.8	0	4.1	2.3	0	3.1	3.7
Articulated Truck	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	2	0	0	3	3
% Articulated Truck	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5.9	2.1	0	0	1.9	0.4

xx= Adjusted traffic value



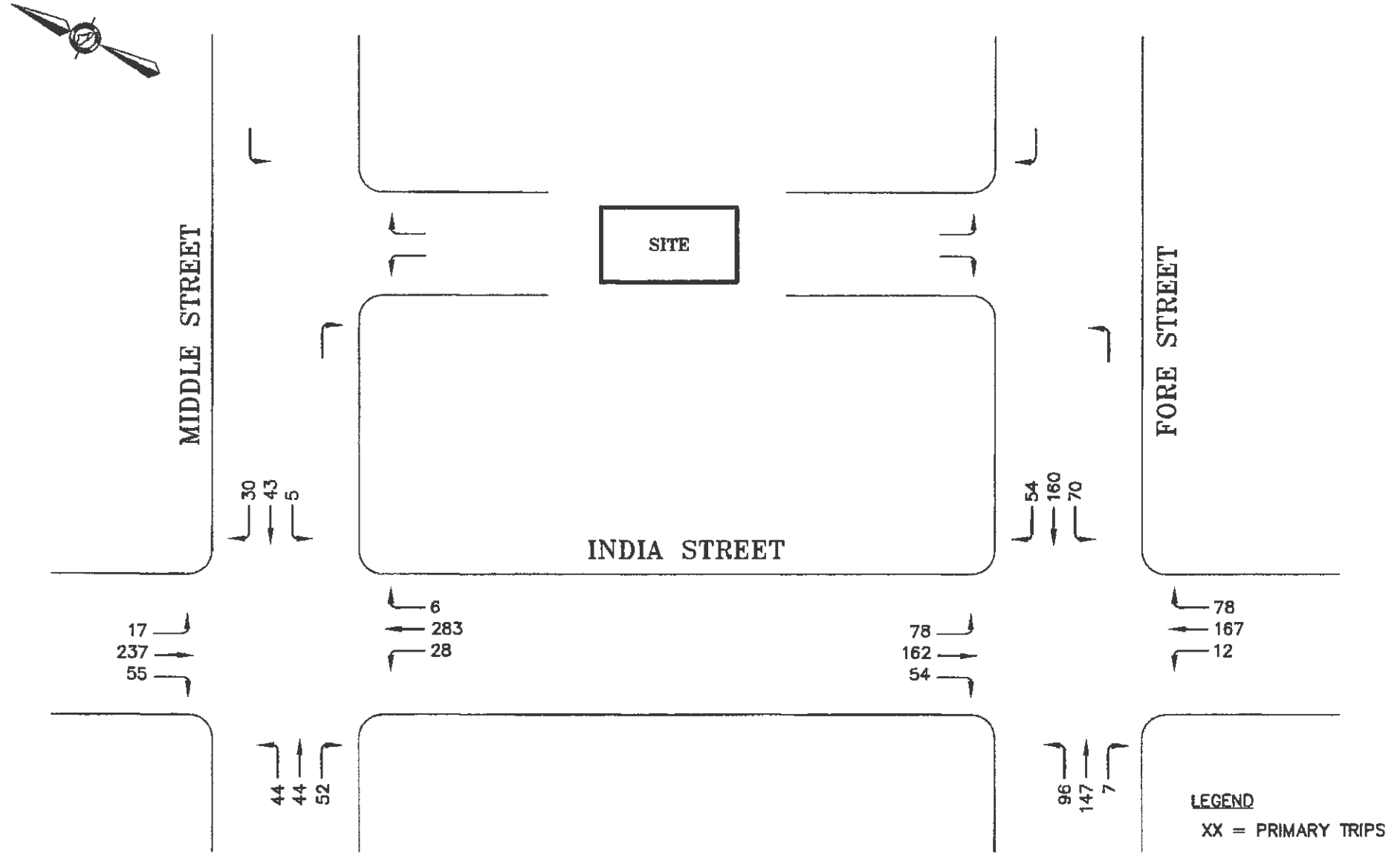
2014 DESIGN HOUR TRAFFIC
AM PEAK HOUR
FIGURE 1

PROPOSED MIXED USE DEVELOPMENT
INDIA STREET, PORTLAND, MAINE

DATE: FEBRUARY 5, 2015

FIGURE: 1

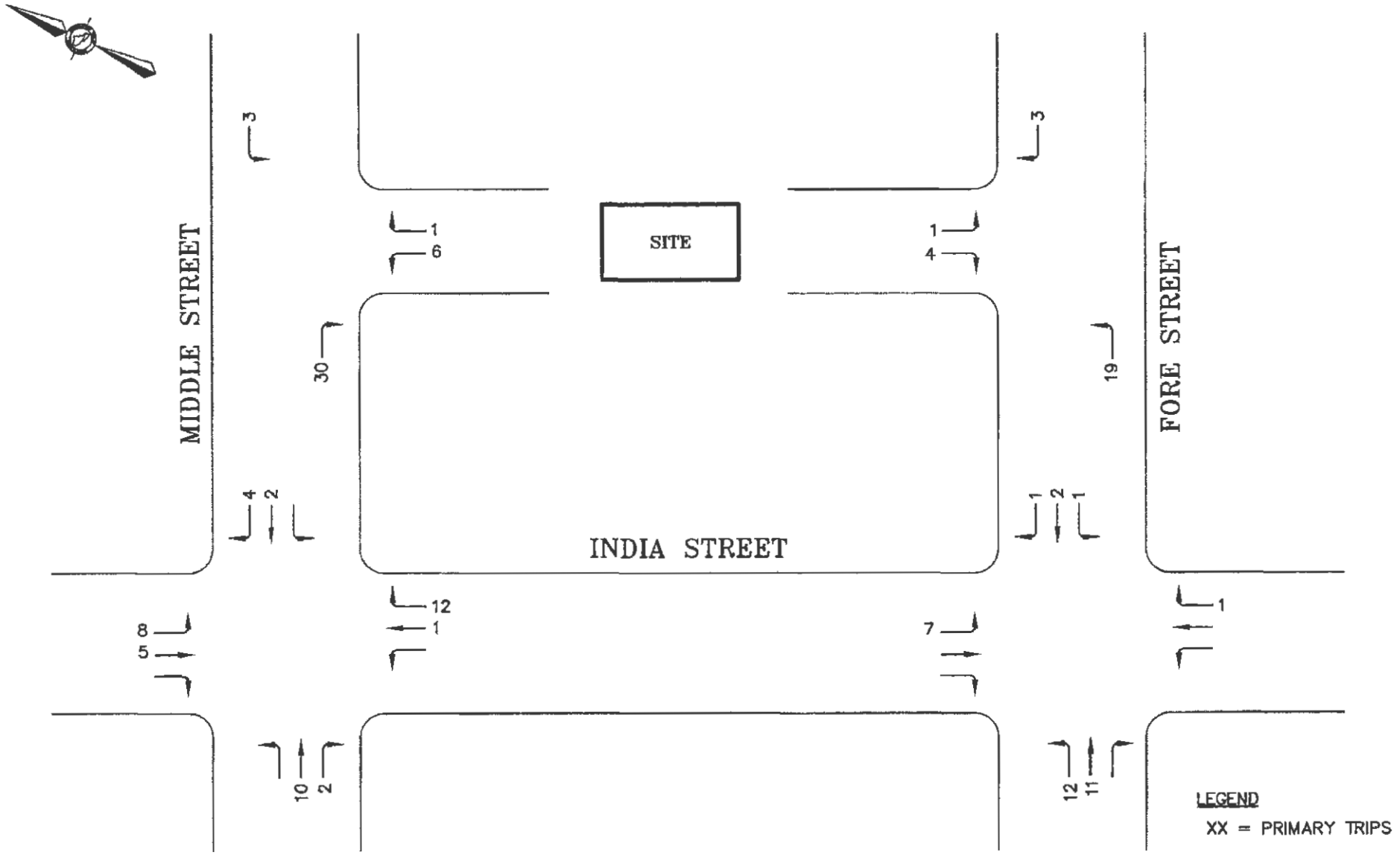
TRAFFIC SOLUTIONS



2014 DESIGN HOUR TRAFFIC
PM PEAK HOUR
FIGURE 2

D:\LAND PROJECTS\34000\34399 TRAFFIC SOLUTIONS\INDIA STREET\PLANSET\INDIA STREET.DWG

PROPOSED MIXED USE DEVELOPMENT INDIA STREET, PORTLAND, MAINE	TRAFFIC SOLUTIONS 225 BANCROFT STREET, PORTLAND, MAINE 04102-1730
DATE: FEBRUARY 5, 2015	FIGURE: 2

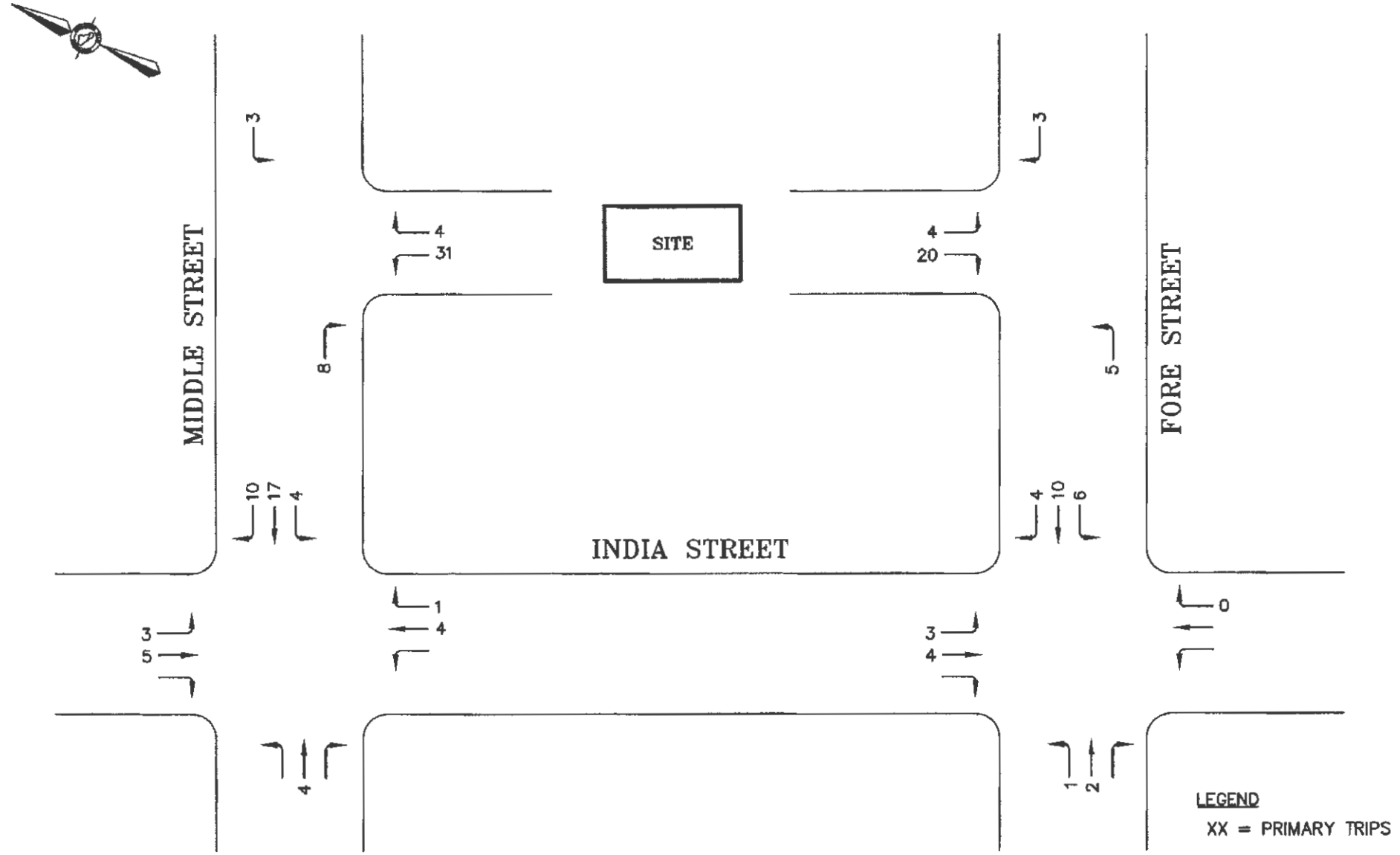


SITE TRAFFIC ASSIGNMENTS
AM PEAK HOUR
FIGURE 3

D:\LAND PROJECTS\34000\34399 TRAFFIC SOLUTIONS\INDIA STREET\PLANSET\INDIA STREET.DWG

PROPOSED MIXED USE DEVELOPMENT
INDIA STREET, PORTLAND, MAINE
DATE: FEBRUARY 5, 2015
FIGURE: 3

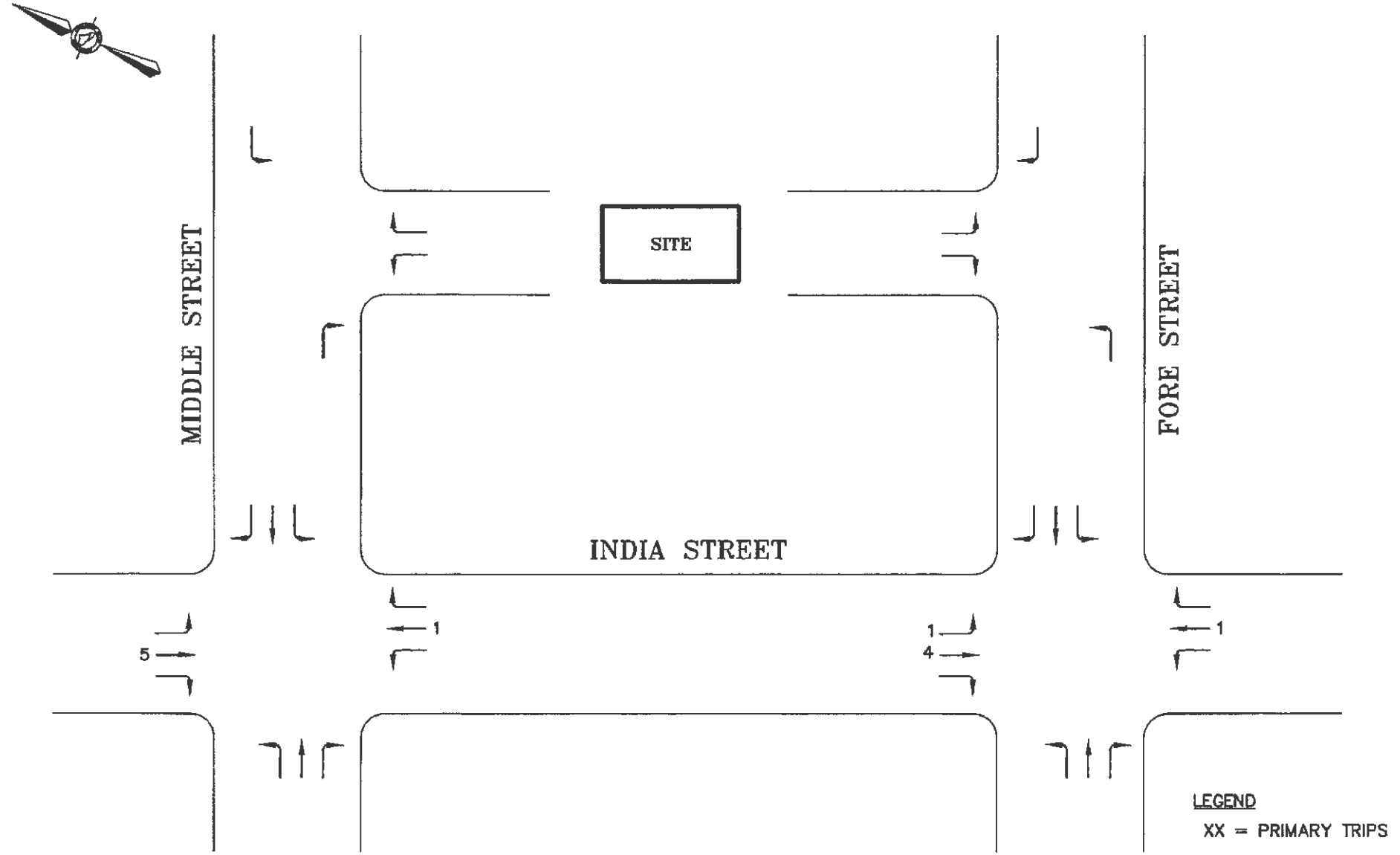
TRAFFIC SOLUTIONS
235 MARGINAL STREET, PORTLAND, MAINE 04102-1730



SITE TRAFFIC ASSIGNMENTS
PM PEAK HOUR
FIGURE 4

E:\LAND PROJECTS\34000\34369 TRAFFIC SOLUTIONS\INDIA STREET\PLANSET\INDIA STREET.DWG

PROPOSED MIXED USE DEVELOPMENT INDIA STREET, PORTLAND, MAINE	TRAFFIC SOLUTIONS 235 BANCROFT STREET, PORTLAND, MAINE 04102-1730
DATE: FEBRUARY 5, 2015	FIGURE: 4



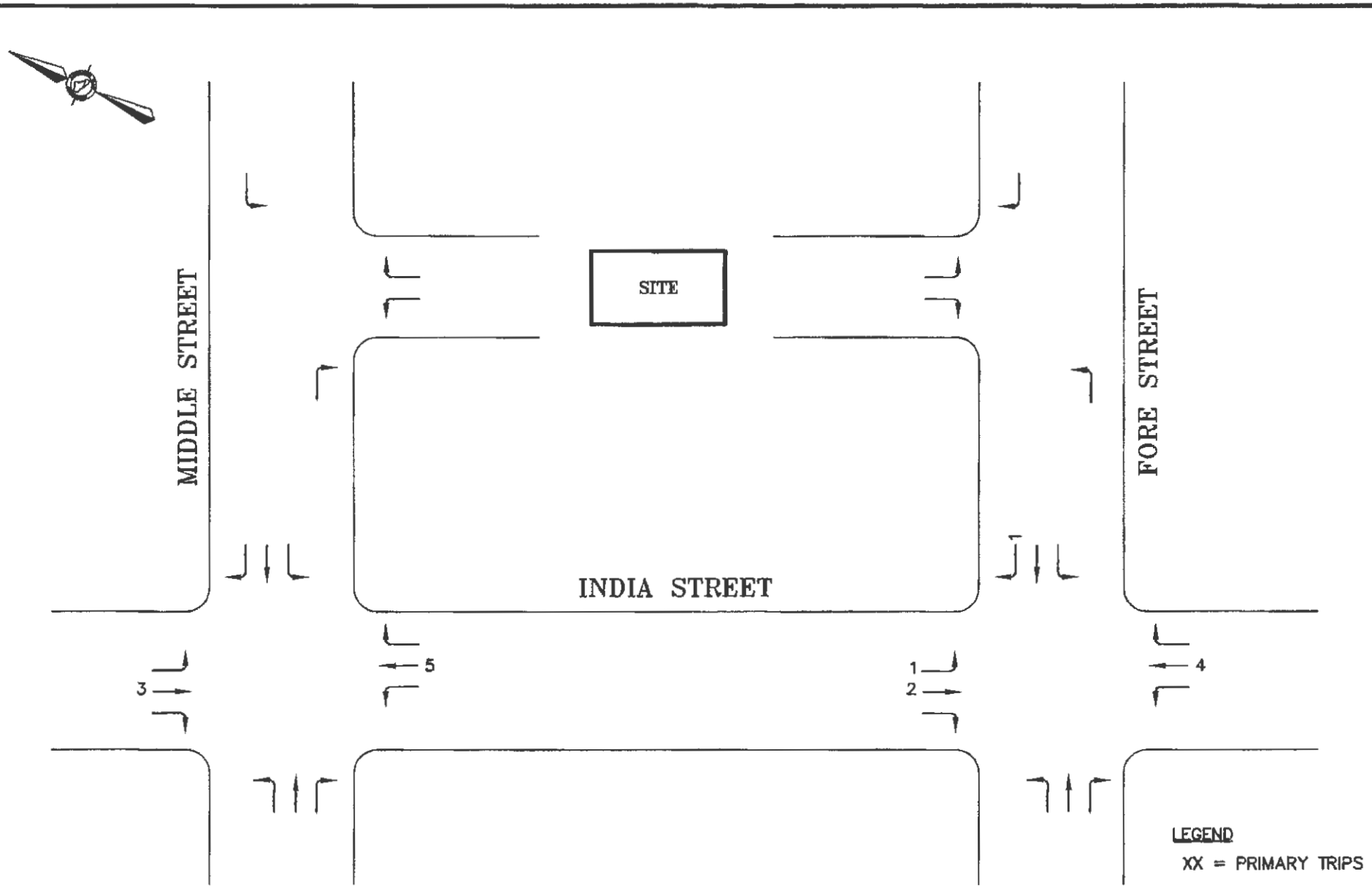
OTHER DEVELOPMENT TRAFFIC
AM PEAK HOUR
FIGURE 5

E:\LAND PROJECTS\34000\34389 TRAFFIC SOLUTIONS\INDIA STREET\PLANSET\INDIA STREET.DWG

PROPOSED MIXED USE DEVELOPMENT
INDIA STREET, PORTLAND, MAINE

DATE: FEBRUARY 9, 2015 | FIGURE: 5

TRAFFIC SOLUTIONS
225 BANCROFT STREET, PORTLAND, MAINE 04102-1720



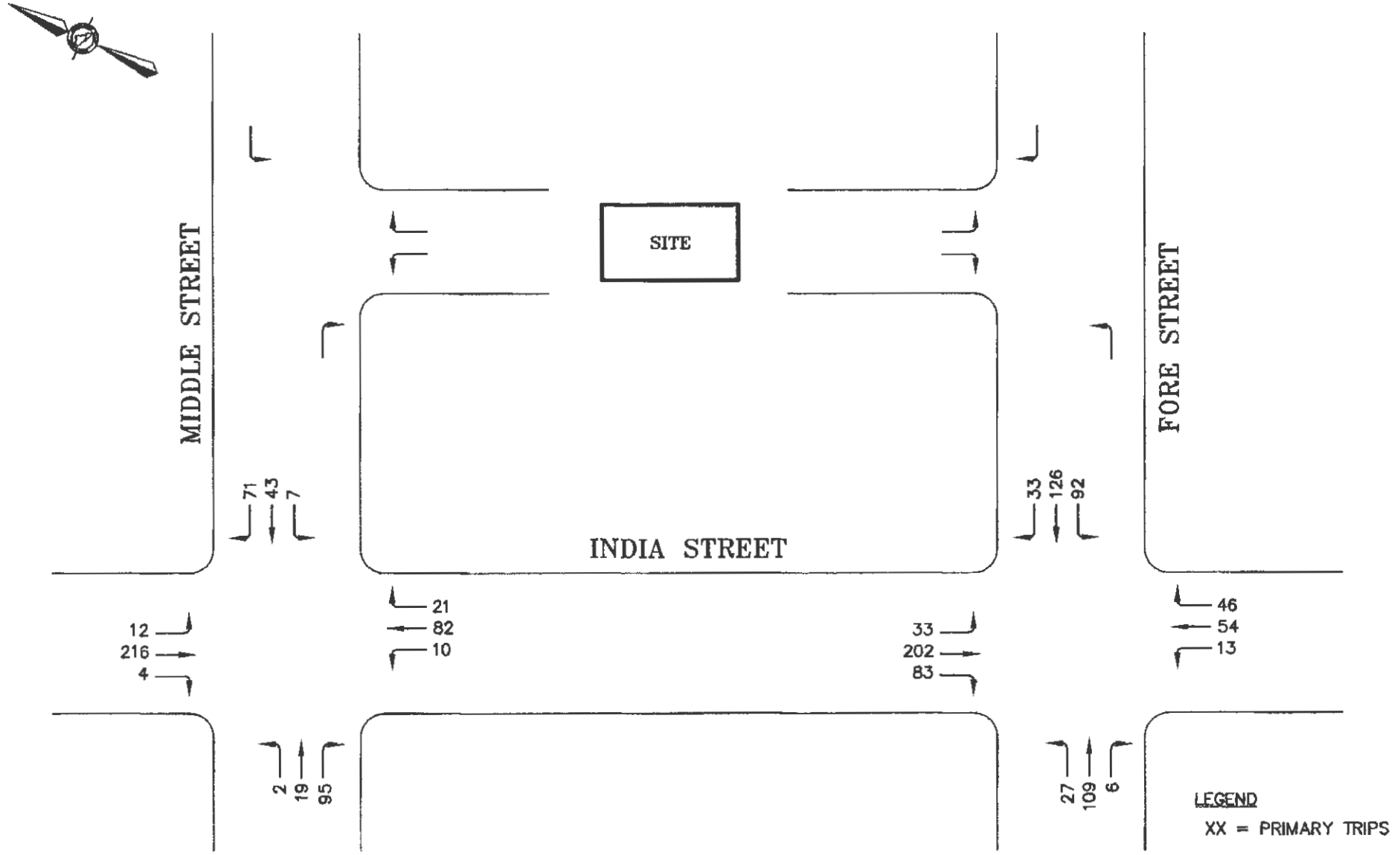
OTHER DEVELOPMENT TRAFFIC
PM PEAK HOUR
FIGURE 6

E:\LAND PROJECTS\34000\34000 TRAFFIC SOLUTIONS\INDIA STREET\PLANSET\INDIA STREET.DWG

PROPOSED MIXED USE DEVELOPMENT
INDIA STREET, PORTLAND, MAINE

DATE: FEBRUARY 5, 2015 | FIGURE: 6

TRAFFIC SOLUTIONS
235 BANCROFT STREET, PORTLAND, MAINE 04102-1730



2016 PRE-DEVELOPMENT TRAFFIC
AM PEAK HOUR
FIGURE 7

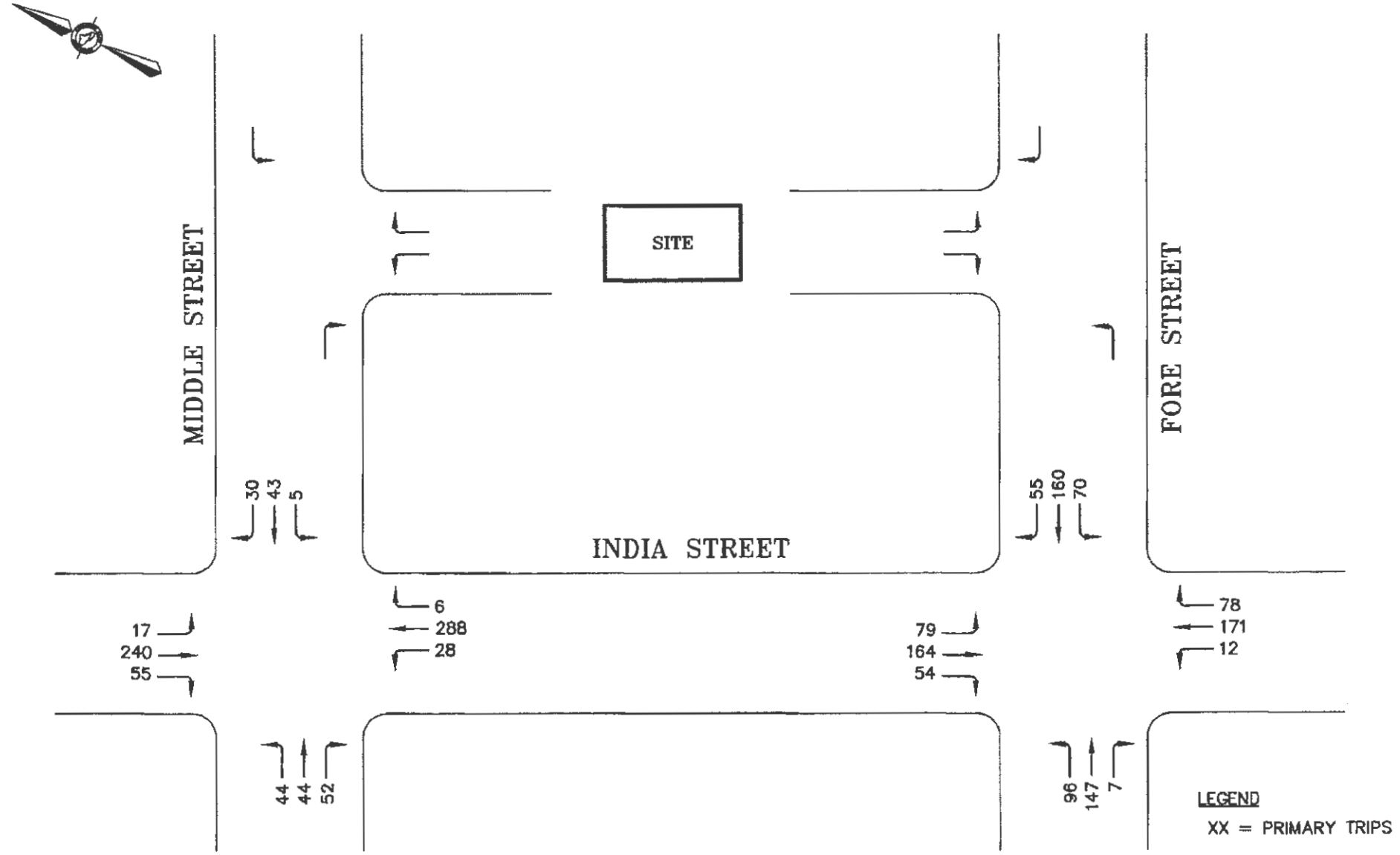
E:\LAND PROJECTS\J4000\J4309 TRAFFIC SOLUTIONS\INDIA STREET\PLANSET\INDIA STREET.DWG

PROPOSED MIXED USE DEVELOPMENT
INDIA STREET, PORTLAND, MAINE

DATE: FEBRUARY 5, 2015

FIGURE: 7

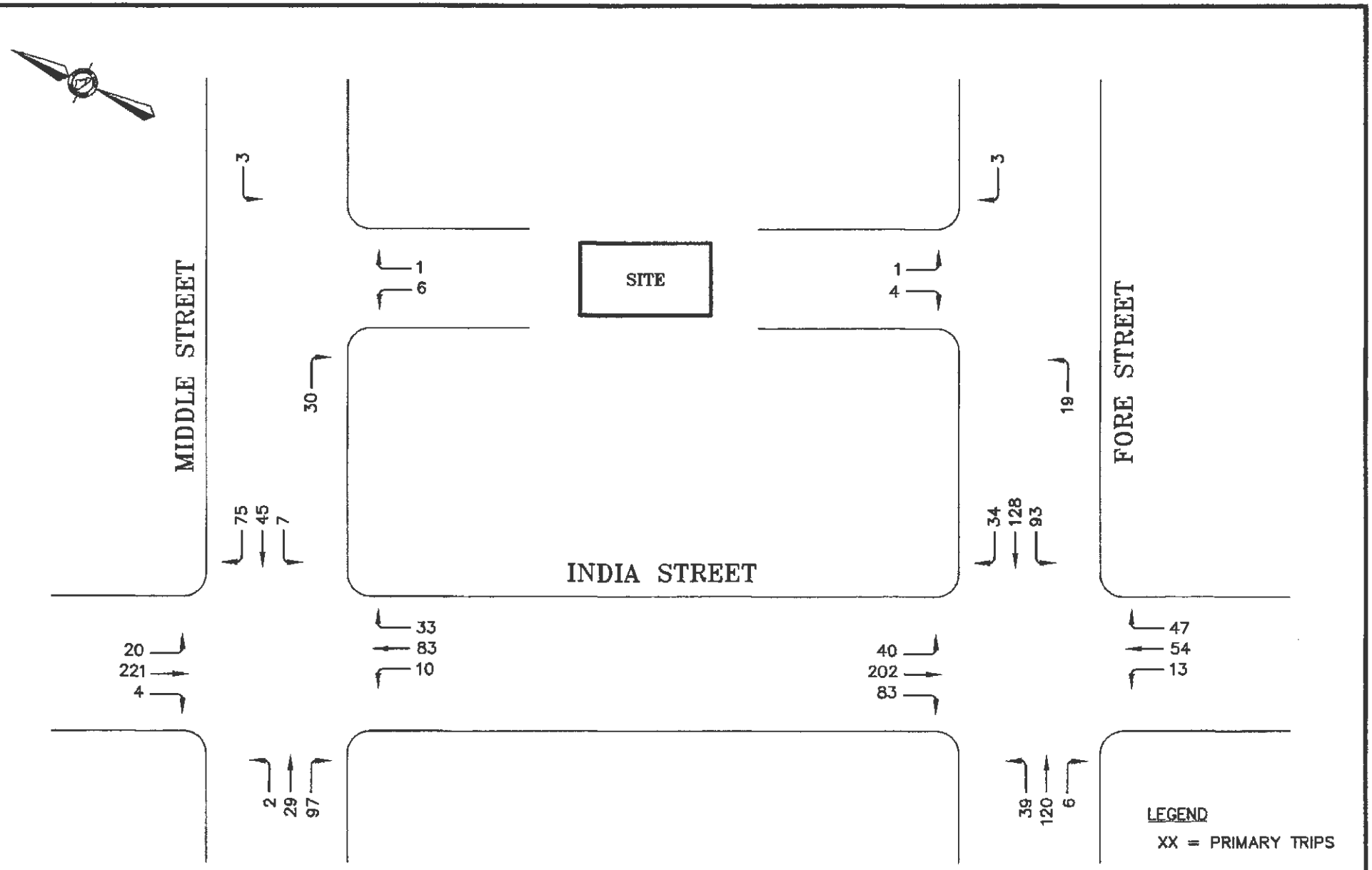
TRAFFIC SOLUTIONS
235 BANCROFT STREET, PORTLAND, MAINE 04102-1730



2016 PRE-DEVELOPMENT TRAFFIC
PM PEAK HOUR
FIGURE 8

PROPOSED MIXED USE DEVELOPMENT
INDIA STREET, PORTLAND, MAINE
DATED FEBRUARY 3, 2015
FIGURE: 8

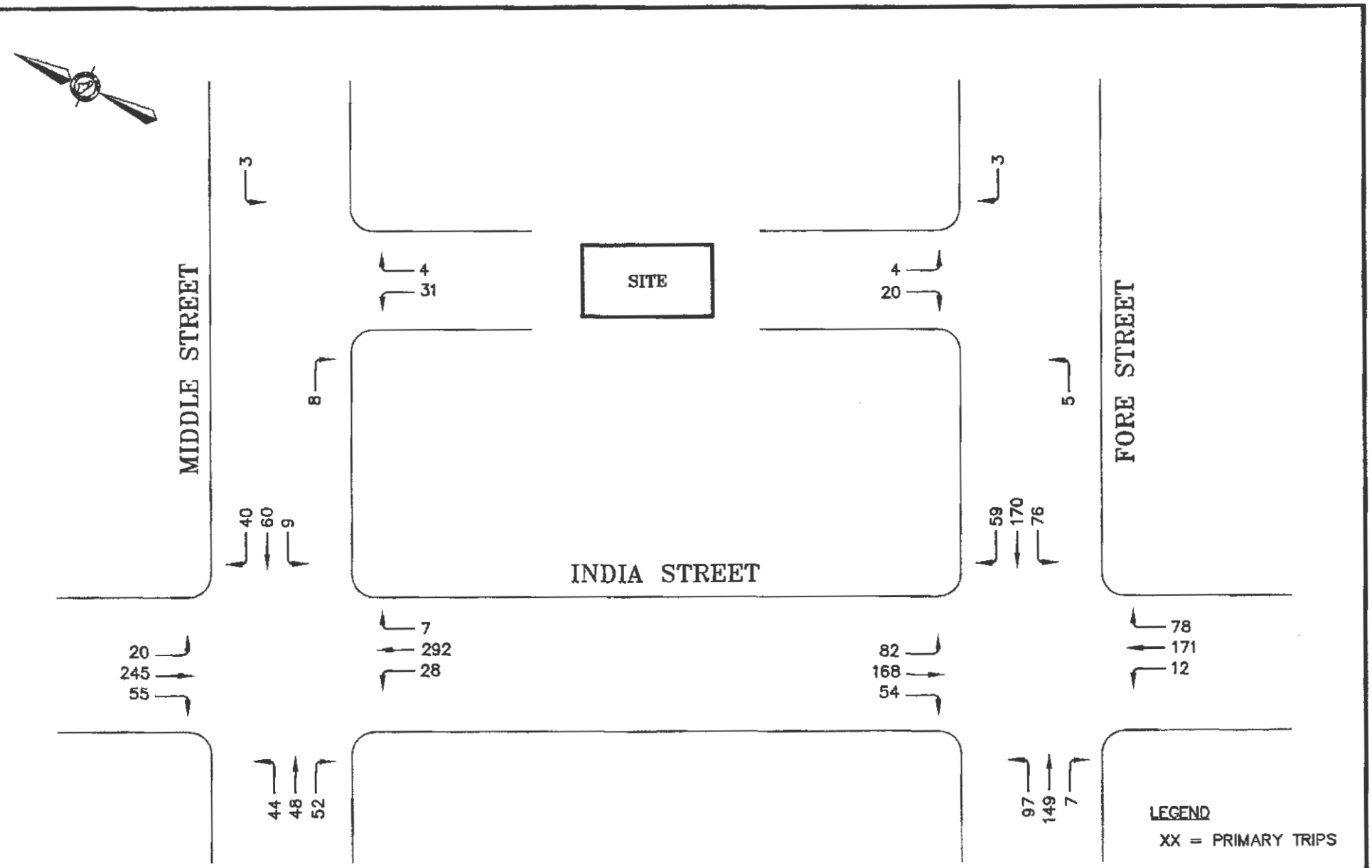
TRAFFIC SOLUTIONS
235 BANCROFT STREET, PORTLAND, MAINE 04102-1730



2016 POST-DEVELOPMENT TRAFFIC
AM PEAK HOUR
FIGURE 9

E:\LAND PROJECTS\34000\34388 TRAFFIC SOLUTIONS\INDIA STREET\PLANSET\INDIA STREET.DWG

PROPOSED MIXED USE DEVELOPMENT INDIA STREET, PORTLAND, MAINE	TRAFFIC SOLUTIONS 235 HANCOCK STREET, PORTLAND, MAINE 04102-1730
DATE: FEBRUARY 9, 2015	FIGURE: 9



2016 POST-DEVELOPMENT TRAFFIC
PM PEAK HOUR
FIGURE 10

E:\LAND PROJECTS\J4000\J4398 TRAFFIC SOLUTIONS\INDIA STREET\PLANSET\INDIA STREET.DWG

PROPOSED MIXED USE DEVELOPMENT INDIA STREET, PORTLAND, MAINE	TRAFFIC SOLUTIONS 239 BANCROFT STREET, PORTLAND, MAINE 04102-1736
DATE: FEBRUARY 5, 2015	FIGURE: 10

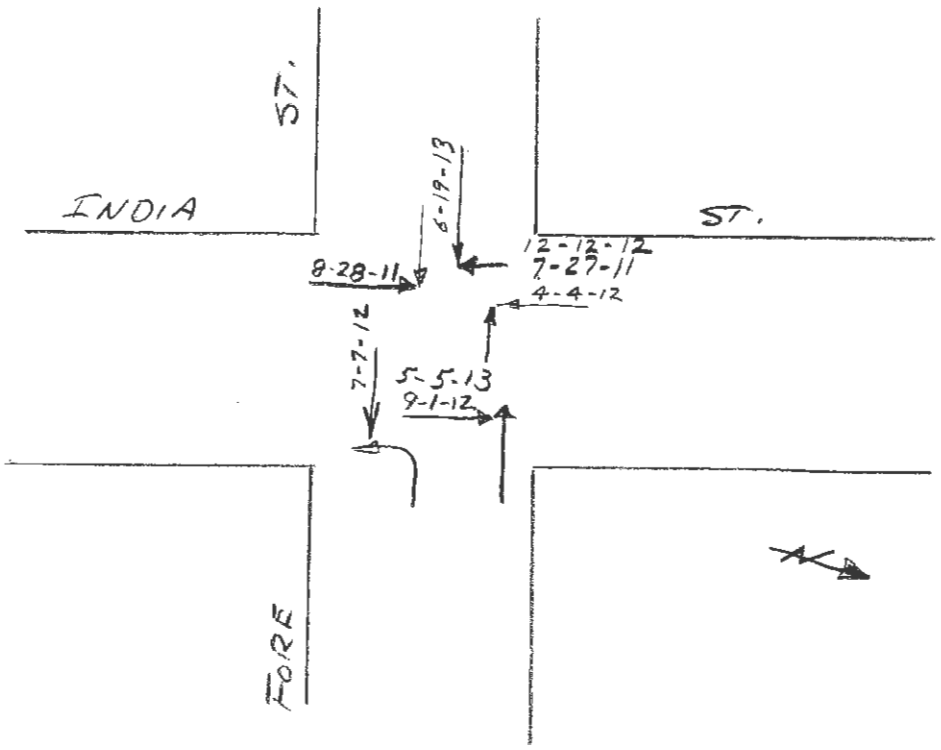
COLLISION DIAGRAM

SHEET 1 OF 2

LOCATION INDIA & FORE STREETS

TOWN PORTLAND NODE NO(S) 18822

YEARS REVIEWED 2011-2013 DATE PREPARED 1-30-2015



CRITICAL RATE FACTOR _____ EQUIV. PROP. DAMAGE ACC/YEAR _____ ACC/MEV _____

LIGHT
1. DAWN (MORNING) 2. DAYLIGHT 3. DUSK (EVENING)
4. DARK (ST. LIGHTS ON) 5. DARK (NO ST. LIGHTS) 6. DARK (ST. LIGHTS OFF)
7. OTHER

ROAD SURFACE
1. DRY 2. WET 3. SNOW/SLUSH-SANDED
4. ICE/PACKED SNOW-SANDED 5. MUDDY 6. DEBRIS
7. OILY 8. SNOW/SLUSH-NOT SANDED 9. ICE-PKD. SNOW-NOT SANDED
10. OTHER

APPARENT CONTRIBUTING FACTORS - HUMAN
1. NO IMPROPER ACTION 2. FAIL TO YLD. RIGHT OF WAY 3. ILLEGAL UNSAFE SPEED
4. FOLLOW TOO CLOSE 5. DISREGARD TRAFFIC CONTROL DEVICE
6. DRIVING LEFT OF CENTER-NO PASSING 7. IMPROPER PASS-OVERTAKING
8. IMP. UNSAFE LANE CHANGE 9. IMP. PARKING START/STOP 10. IMPROPER TURN
11. UNSAFE BACKING 12. NO SIGNAL OR IMP. SIGNAL 13. IMPEDING TRAFFIC
14. DRIVER INATTENTION-DISTRACTION 15. DRIVER INEXPERIENCE
16. PEDEST. VIOLATION ERROR 17. PHYSICAL IMPAIRMENT 18. VISION OBSCURED-WINDSHIELD GLASS
19. VISION OBSCURED-SUN/HEADLIGHTS
20. OTHER VISION OBSCUREMENT 30. OTHER HUMAN VIOLATION FACTOR
31. HIT AND RUN 51. UNKNOWN

- VEHICULAR
41. DEFECTIVE BRAKES 42. DEFECTIVE TIRE/FAILURE 43. DEFECTIVE LIGHTS
44. DEFECTIVE SUSPENSION OR FACTOR 45. DEFECTIVE STEERING 50. OTHER VEHICLE DEFECT
51. UNKNOWN

SYMBOLS
ANGLE, PEDESTRIAN [P], FATAL ACCIDENT
BACKING, REAR END
FIXED OBJECT, SIDE SWIPE, VEHICLE (MOVING)
HEAD ON, TURNING MOVE, BICYCLE [B]
OVERTURN, CHANGE LANE, ANIMAL [A]
PARKED VEHICLE, OUT OF CONTROL, SLED [S]

WEATHER
C = CLEAR F = FOG R = RAIN
SL = SLEET S = SNOW CL = CLOUDY
XW = CROSS WINDS

INJURIES
K = FATAL B = NON-INCAPACITATING
A = INCAPACITATING C = POSSIBLE INJURY

S:/STREETS/COLLISION DIAGRAM.DWG

COLLISION DIAGRAM

LOCATION India & Fore Streets

TOWN Portland NODE NO(S) 18822

YEARS REVIEWED 2011 - 2013 DATE PREPARED 1-30-2015

REPORT NO.	DATE	TIME	INJURIES K	A	B	C	LIGHT	ROAD SURFACE	ACF	OTHER
12-000809	4-4-12	9:19					2	1	2	
12-001633	7-7-12	14:30					2	1	10	
12-002429	9-1-12	11:36					2	1	2	
12-003149	12-12-12	11:04					2	1	2	
11-2149	7-27-11	17:55					2	1	2	
11-002468	8-28-11	1:20				1	4	2	2	
13-1345	5-5-13	20:45				1	4	1	2, 5	
13-001738	6-19-13	7:58					2	1	2, 5	

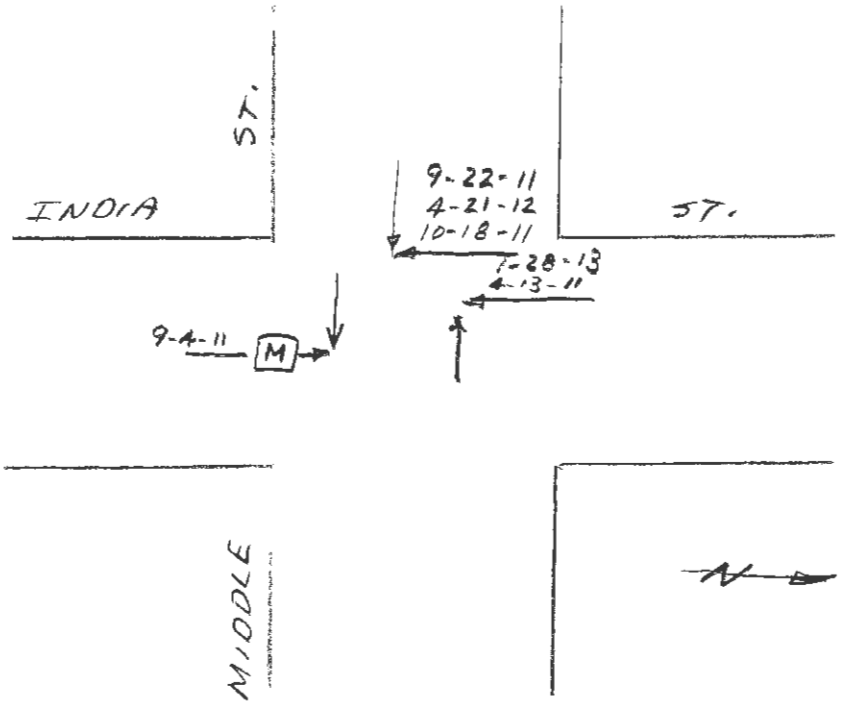
COLLISION DIAGRAM

SHEET 1 OF 2

LOCATION INDIA & MIDDLE STREETS

TOWN PORTLAND NODE NO(S) 18817

YEARS REVIEWED 2011 - 2013 DATE PREPARED 1-30-2015



CRITICAL RATE FACTOR _____ EQUIV. PROP. DAMAGE ACC/YEAR _____ ACC/MEV _____

LIGHT
1. DAWN (MORNING) 2. DAYLIGHT 3. DUSK (EVENING)
4. DARK (ST. LIGHTS ON) 5. DARK (NO ST. LIGHTS) 6. DARK (ST. LIGHTS OFF)
7. OTHER

ROAD SURFACE
1. DRY 2. WET 3. SNOW/SLUSH-SANDED
4. ICE/PACKED SNOW-SANDED 5. MUDDY 6. DEBRIS
7. OILY 8. SNOW/SLUSH-NOT SANDED 9. ICE-PKD. SNOW-NOT SANDED
10. OTHER

APPARENT CONTRIBUTING FACTORS - HUMAN
1. NO IMPROPER ACTION 2. FAIL TO YLD. RIGHT OF WAY 3. ILLEGAL UNSAFE SPEED
4. FOLLOW TOO CLOSE 5. DISREGARD TRAFFIC CONTROL DEVICE
6. DRIVING LEFT OF CENTER-NO PASSING 7. IMPROPER PASS-OVERTAKING
8. IMP. UNSAFE LANE CHANGE 9. IMP. PARKING START/STOP 10. IMPROPER TURN
11. UNSAFE BACKING 12. NO SIGNAL OR IMP. SIGNAL 13. IMPEDING TRAFFIC
14. DRIVER INATTENTION-DISTRACTION 15. DRIVER INEXPERIENCE
16. PEDEST. VIOLATION ERROR 17. PHYSICAL IMPAIRMENT 18. VISION OBSCURED-WINDSHIELD GLASS
19. VISION OBSCURED-SUN/HEADLIGHTS
20. OTHER VISION OBSCUREMENT 30. OTHER HUMAN VIOLATION FACTOR
31. HIT AND RUN 51. UNKNOWN

- VEHICULAR
41. DEFECTIVE BRAKES 42. DEFECTIVE TIRE/FAILURE 43. DEFECTIVE LIGHTS
44. DEFECTIVE SUSPENSION OR FACTOR 45. DEFECTIVE STEERING 50. OTHER VEHICLE DEFECT
51. UNKNOWN

SYMBOLS

ANGLE	→	PEDESTRIAN	→P	FATAL ACCIDENT	●
BACKING	⇢	REAR END	→|		
FIXED OBJECT	→□	SIDE SWIPE	⇉	VEHICLE (MOVING)	→
HEAD ON	→←	TURNING MOVE	↱	BICYCLE	--B
OVERTURN	→○	CHANGE LANE	⇗	ANIMAL	--A
PARKED VEHICLE	▨	OUT OF CONTROL	⇝	SLED	--S

WEATHER
C = CLEAR F = FOG R = RAIN
SL = SLEET S = SNOW CL = CLOUDY
XW = CROSS WINDS

INJURIES
K = FATAL B = NON-INCAPACITATING
A = INCAPACITATING C = POSSIBLE INJURY

S:\SHEETS\COLLISION DIAGRAM.DWG

COLLISION DIAGRAM

LOCATION INDIA & MIDDLE STS.

TOWN PORTLAND NODE NO(S) 18817

YEARS REVIEWED 2011-2013 DATE PREPARED 1-30-2015

REPORT NO.	DATE	TIME	INJURIES K	A	B	C	LIGHT	ROAD SURFACE	ACF	OTHER
11-0001132	4-13-11	16:20					2	2	2	
11-2539	9-4-11	17:25				1	2	1	2	
11-002947	10-18-11	12:37					2	1	2	
12-931	4-21-12	21:59					4	1	2, 5	
11-002702	9-22-11	17:35					2	2	2	
13-334	1-28-13	13:13					2	1	2	

Maine Department Of Transportation - Traffic Engineering, Crash Records Section

Crash Summary Report

Report Selections and Input Parameters

REPORT SELECTIONS

☑ Crash Summary I ☑ Section Detail ☑ Crash Summary II ☐ 1320 Public ☐ 1320 Private ☐ 1320 Summary

REPORT DESCRIPTION

Middle St

REPORT PARAMETERS

Year 2011, Start Month 1 through Year 2013 End Month: 12

Route: **0560505**	Start Node: **18817**	Start Offset: **0**	☐ **Exclude First Node**
	End Node: **18818**	End Offset: **0**	☐ **Exclude Last Node**

Crash Summary I

Nodes

Node	Route - MP	Node Description	U/R	Total Crashes	Injury Crashes K	A	B	C	PD	Percent Injury	Annual M Ent-Veh	Crash Rate	Critical Rate	CRF
18817	0560505 - 0.40	Int of INDIA ST MIDDLE ST	2	6	0	0	0	1	5	16.7	2.083	0.96	0.45	2.15
												Statewide Crash Rate:	0.14	
18818	0560505 - 0.48	0509238 POR,HANCOCK,MIDDLE ST.	2	0	0	0	0	0	0	0.0	0.256	0.00	0.59	0.00
												Statewide Crash Rate:	0.14	
Study Years:	3.00	**NODE TOTALS:**		6	0	0	0	1	5	16.7	2.339	0.86	0.43	1.97

Crash Summary I

Sections

Start Node	End Node	Element	Offset Begin - End	Route - MP	Section Length	U/R	Total Crashes	Injury Crashes K	A	B	C	PD	Percent Injury	Annual HMVM	Crash Rate	Critical Rate	CRF
18817	18818	194423	0 - 0.08	0560505 - 0.40	0.08	2	0	0	0	0	0	0	0.0	0.00030	0.00	1390.88	0.00
Int of INDIA ST MIDDLE ST				RD INV 05 60505											Statewide Crash Rate: 346.73		
Study Years: 3.00				**Section Totals:**	0.08		0	0	0	0	0	0	0.0	0.00030	0.00	1390.93	0.00
				Grand Totals:	0.08		6	0	0	0	1	5	16.7	0.00030	6688.78	1710.20	3.91

Maine Department Of Transportation - Traffic Engineering, Crash Records Section

Crash Summary Report

Report Selections and Input Parameters

REPORT SELECTIONS

☑ Crash Summary I ☑ Section Detail ☑ Crash Summary II ☐ 1320 Public ☐ 1320 Private ☐ 1320 Summary

REPORT DESCRIPTION

India St

REPORT PARAMETERS

Year 2011, Start Month 1 through Year 2013 End Month: 12

Route: **0561000**	Start Node: **18817**	Start Offset: **0**	☐ **Exclude First Node**
	End Node: **18822**	End Offset: **0**	☐ **Exclude Last Node**

Crash Summary I

Nodes

Node	Route - MP	Node Description	U/R	Total Crashes	Injury Crashes K	A	B	C	PD	Percent Injury	Annual M Ent-Veh	Crash Rate	Critical Rate	CRF
18817	0561000 - 0.18	Int of INDIA ST MIDDLE ST	2	6	0	0	0	1	5	16.7	2.083	0.96	0.45	2.15
												Statewide Crash Rate:	0.14	
18822	0561000 - 0.23	Int of FORE ST INDIA ST	2	8	0	0	0	2	6	25.0	3.357	0.79	0.39	2.02
												Statewide Crash Rate:	0.14	
Study Years:	3.00	**NODE TOTALS:**		14	0	0	0	3	11	21.4	5.440	0.86	0.35	2.46

Crash Summary I

Sections

Start Node	End Node	Element	Offset Begin - End	Route - MP	Section Length	U/R	Total Crashes	Injury Crashes K	A	B	C	PD	Percent Injury	Annual HMVM	Crash Rate	Critical Rate	CRF
18817	18822	3106813	0 - 0.05	0561000 - 0.18	0.05	2	1	0	0	0	0	1	0.0	0.00083	402.22	690.78	0.00
Int of INDIA ST MIDDLE ST				RD INV 05 61000											Statewide Crash Rate: 186.45		
Study Years: 3.00				**Section Totals:**	0.05		1	0	0	0	0	1	0.0	0.00083	402.22	690.79	0.58
				Grand Totals:	0.05		15	0	0	0	3	12	20.0	0.00083	6033.31	959.84	6.29

Maine Department Of Transportation - Traffic Engineering, Crash Records Section

Crash Summary Report

Report Selections and Input Parameters

REPORT SELECTIONS

☑ Crash Summary I ☑ Section Detail ☑ Crash Summary II ☐ 1320 Public ☐ 1320 Private ☐ 1320 Summary

REPORT DESCRIPTION

Fore St

REPORT PARAMETERS

Year 2011, Start Month 1 through Year 2013 End Month: 12

Route: **0560286**	Start Node: **18820**	Start Offset: **0**	☐ **Exclude First Node**
	End Node: **18822**	End Offset: **0**	☐ **Exclude Last Node**

Crash Summary I

Nodes

Node	Route - MP	Node Description	U/R	Total Crashes	Injury Crashes K	A	B	C	PD	Percent Injury	Annual M Ent-Veh	Crash Rate	Critical Rate	CRF
18820	0560286 - 0.28	Int of FORE ST, MOUNTFORT ST	2	0	0	0	0	0	0	0.0	1.861	0.00	0.43	0.00
												Statewide Crash Rate:	0.13	
18822	0560286 - 0.45	Int of FORE ST INDIA ST	2	8	0	0	0	2	6	25.0	3.357	0.79	0.39	2.02
												Statewide Crash Rate:	0.14	
Study Years:	3.00	**NODE TOTALS:**		8	0	0	0	2	6	25.0	5.218	0.51	0.35	1.48

Crash Summary I

Sections

Start Node	End Node	Element	Offset Begin - End	Route - MP	Section Length	U/R	Total Crashes	Injury Crashes K	A	B	C	PD	Percent Injury	Annual HMVM	Crash Rate	Critical Rate	CRF
18820	18822	3106815	0 - 0.17	0560286 - 0.28	0.17	2	6	0	0	1	3	2	66.7	0.00304	657.80	428.36	1.54
Int of FORE ST, MOUNTFORT ST				RD INV 05 60286											Statewide Crash Rate: 151.35		
Study Years: 3.00				**Section Totals:**	0.17		6	0	0	1	3	2	66.7	0.00304	657.80	428.36	1.54
				Grand Totals:	0.17		14	0	0	1	5	8	42.9	0.00304	1534.86	627.18	2.45

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	7:25	7:25	7:25	7:25	7:25	7:25
End Time	8:30	8:30	8:30	8:30	8:30	8:30
Total Time (min)	65	65	65	65	65	65
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1
Vehs Entered	949	1006	998	978	967	980
Vehs Exited	953	1006	998	982	956	979
Starting Vehs	8	9	8	8	1	6
Ending Vehs	4	9	8	4	12	6
Travel Distance (mi)	103	109	109	107	105	106
Travel Time (hr)	6.8	7.1	7.1	7.0	6.7	6.9
Total Delay (hr)	2.1	2.2	2.2	2.2	2.1	2.2
Total Stops	1043	1119	1108	1089	1047	1081
Fuel Used (gal)	5.1	5.4	5.4	5.3	5.1	5.3

Interval #0 Information Seeding

Start Time	7:25
End Time	7:30
Total Time (min)	5

Volumes adjusted by Growth Factors.
No data recorded this interval.

Interval #1 Information Recording

Start Time	7:30
End Time	8:30
Total Time (min)	60

Volumes adjusted by Growth Factors.

Run Number	1	2	3	4	5	Avg
Vehs Entered	949	1006	998	978	967	980
Vehs Exited	953	1006	998	982	956	979
Starting Vehs	8	9	8	8	1	6
Ending Vehs	4	9	8	4	12	6
Travel Distance (mi)	103	109	109	107	105	106
Travel Time (hr)	6.8	7.1	7.1	7.0	6.7	6.9
Total Delay (hr)	2.1	2.2	2.2	2.2	2.1	2.2
Total Stops	1043	1119	1108	1089	1047	1081
Fuel Used (gal)	5.1	5.4	5.4	5.3	5.1	5.3

1: India & Middle Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.2	0.2	0.0	0.2	0.1
Total Del/Veh (s)	4.9	5.3	1.6	0.6	2.7

2: India & Fore Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.2	0.3	0.1	0.0	0.1
Total Del/Veh (s)	5.9	6.2	4.9	6.0	5.9

Total Network Performance

Denied Del/Veh (s)	0.2
Total Del/Veh (s)	7.7

Intersection: 1: India & Middle

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	88	76	27	34
Average Queue (ft)	42	39	3	2
95th Queue (ft)	69	61	20	18
Link Distance (ft)	196	224	198	202
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 2: India & Fore

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	75	99	68	113
Average Queue (ft)	41	54	36	57
95th Queue (ft)	68	84	59	90
Link Distance (ft)	192	217	210	198
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Network Summary

Network wide Queuing Penalty: 0

Summary of All Intervals

Run Number	2	3	4	5	7	Avg
Start Time	6:55	6:55	6:55	6:55	6:55	6:55
End Time	8:00	8:00	8:00	8:00	8:00	8:00
Total Time (min)	65	65	65	65	65	65
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1
Vehs Entered	1024	1080	982	1016	1087	1035
Vehs Exited	1028	1076	985	1010	1089	1037
Starting Vehs	9	7	12	6	13	6
Ending Vehs	5	11	9	12	11	10
Travel Distance (mi)	110	117	107	110	117	112
Travel Time (hr)	7.6	8.3	7.4	7.6	8.4	7.9
Total Delay (hr)	2.6	2.9	2.5	2.6	3.0	2.7
Total Stops	1101	1171	1060	1095	1193	1124
Fuel Used (gal)	5.6	5.9	5.4	5.4	6.0	5.7

Interval #0 Information Seeding

Start Time	6:55
End Time	7:00
Total Time (min)	5

Volumes adjusted by Growth Factors.
No data recorded this interval.

Interval #1 Information Recording

Start Time	7:00
End Time	8:00
Total Time (min)	60

Volumes adjusted by Growth Factors.

Run Number	2	3	4	5	7	Avg
Vehs Entered	1024	1080	982	1016	1087	1035
Vehs Exited	1028	1076	985	1010	1089	1037
Starting Vehs	9	7	12	6	13	6
Ending Vehs	5	11	9	12	11	10
Travel Distance (mi)	110	117	107	110	117	112
Travel Time (hr)	7.6	8.3	7.4	7.6	8.4	7.9
Total Delay (hr)	2.6	2.9	2.5	2.6	3.0	2.7
Total Stops	1101	1171	1060	1095	1193	1124
Fuel Used (gal)	5.6	5.9	5.4	5.4	6.0	5.7

1: India & Middle Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.2	0.2	0.0	0.2	0.2
Total Del/Veh (s)	4.9	5.4	1.4	0.5	2.6

2: India & Fore Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.2	0.3	0.2	0.0	0.1
Total Del/Veh (s)	8.3	8.4	6.1	7.8	7.8

Total Network Performance

Denied Del/Veh (s)	0.2
Total Del/Veh (s)	9.2

Intersection: 1: India & Middle

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	79	86	29	55
Average Queue (ft)	41	40	2	5
95th Queue (ft)	66	65	14	28
Link Distance (ft)	196	224	198	202
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 2: India & Fore

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	116	134	84	139
Average Queue (ft)	52	62	42	68
95th Queue (ft)	90	102	70	113
Link Distance (ft)	192	217	210	198
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Network Summary

Network wide Queuing Penalty: 0

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	4:25	4:25	4:25	4:25	4:25	4:25
End Time	5:30	5:30	5:30	5:30	5:30	5:30
Total Time (min)	65	65	65	65	65	65
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1
Vehs Entered	1297	1361	1318	1321	1289	1316
Vehs Exited	1306	1368	1318	1322	1291	1322
Starting Vehs	18	18	9	10	9	11
Ending Vehs	9	11	9	9	7	6
Travel Distance (mi)	144	150	146	146	140	145
Travel Time (hr)	9.9	10.5	10.2	10.4	9.6	10.1
Total Delay (hr)	3.4	3.8	3.6	3.8	3.3	3.6
Total Stops	1283	1374	1324	1339	1286	1320
Fuel Used (gal)	7.2	7.7	7.4	7.5	7.0	7.4

Interval #0 Information Seeding

Start Time	4:25
End Time	4:30
Total Time (min)	5

Volumes adjusted by Growth Factors.
No data recorded this interval.

Interval #1 Information Recording

Start Time	4:30
End Time	5:30
Total Time (min)	60

Volumes adjusted by Growth Factors.

Run Number	1	2	3	4	5	Avg
Vehs Entered	1297	1361	1318	1321	1289	1316
Vehs Exited	1306	1368	1318	1322	1291	1322
Starting Vehs	18	18	9	10	9	11
Ending Vehs	9	11	9	9	7	6
Travel Distance (mi)	144	150	146	146	140	145
Travel Time (hr)	9.9	10.5	10.2	10.4	9.6	10.1
Total Delay (hr)	3.4	3.8	3.6	3.8	3.3	3.6
Total Stops	1283	1374	1324	1339	1286	1320
Fuel Used (gal)	7.2	7.7	7.4	7.5	7.0	7.4

1: India & Middle Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.2	0.1	0.0	0.3	0.2
Total Del/Veh (s)	8.6	8.6	1.9	0.6	3.2

2: India & Fore Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.3	0.3	0.3	0.0	0.2
Total Del/Veh (s)	8.0	8.0	7.8	7.8	7.9

Total Network Performance

Denied Del/Veh (s)	0.3
Total Del/Veh (s)	9.5

Intersection: 1: India & Middle

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	96	94	72	58
Average Queue (ft)	47	38	9	8
95th Queue (ft)	77	69	42	34
Link Distance (ft)	196	224	198	202
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 2: India & Fore

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	141	145	126	148
Average Queue (ft)	61	64	63	66
95th Queue (ft)	103	105	105	111
Link Distance (ft)	192	217	210	198
Upstream Blk Time (%)	0			
Queuing Penalty (veh)	0			
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Network Summary

Network wide Queuing Penalty: 0

Summary of All Intervals

Run Number	1	3	4	6	7	Avg
Start Time	4:25	4:25	4:25	4:25	4:25	4:25
End Time	5:30	5:30	5:30	5:30	5:30	5:30
Total Time (min)	65	65	65	65	65	65
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1
Vehs Entered	1385	1352	1353	1449	1395	1386
Vehs Exited	1394	1352	1353	1439	1400	1387
Starting Vehs	19	7	9	10	9	9
Ending Vehs	10	7	9	20	4	8
Travel Distance (mi)	151	146	147	157	153	151
Travel Time (hr)	10.5	9.7	10.0	11.1	10.7	10.4
Total Delay (hr)	4.0	3.4	3.7	4.3	4.1	3.9
Total Stops	1368	1349	1356	1446	1419	1387
Fuel Used (gal)	8.9	8.5	8.7	9.2	9.0	8.9

Interval #0 Information Seeding

Start Time	4:25
End Time	4:30
Total Time (min)	5

Volumes adjusted by Growth Factors.
No data recorded this interval.

Interval #1 Information Recording

Start Time	4:30
End Time	5:30
Total Time (min)	60

Volumes adjusted by Growth Factors.

Run Number	1	3	4	6	7	Avg
Vehs Entered	1385	1352	1353	1449	1395	1386
Vehs Exited	1394	1352	1353	1439	1400	1387
Starting Vehs	19	7	9	10	9	9
Ending Vehs	10	7	9	20	4	8
Travel Distance (mi)	151	146	147	157	153	151
Travel Time (hr)	10.5	9.7	10.0	11.1	10.7	10.4
Total Delay (hr)	4.0	3.4	3.7	4.3	4.1	3.9
Total Stops	1368	1349	1356	1446	1419	1387
Fuel Used (gal)	8.9	8.5	8.7	9.2	9.0	8.9

1: India & Middle Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.2	0.1	0.0	0.3	0.1
Total Del/Veh (s)	8.8	8.3	1.8	0.6	3.3

2: India & Fore Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.3	0.3	0.3	0.0	0.2
Total Del/Veh (s)	8.2	8.4	8.0	7.8	8.1

Total Network Performance

Denied Del/Veh (s)	0.3
Total Del/Veh (s)	9.8

Intersection: 1: India & Middle

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	125	88	64	53
Average Queue (ft)	51	42	10	6
95th Queue (ft)	87	69	39	30
Link Distance (ft)	176	224	198	202
Upstream Blk Time (%)	0			
Queuing Penalty (veh)	0			
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 2: India & Fore

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	140	153	137	138
Average Queue (ft)	63	70	64	66
95th Queue (ft)	107	119	111	108
Link Distance (ft)	192	217	210	198
Upstream Blk Time (%)		0		
Queuing Penalty (veh)		0		
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Network Summary

Network wide Queuing Penalty: 0

Summary of All Intervals

Run Number	1	2	3	5	7	Avg
Start Time	6:55	6:55	6:55	6:55	6:55	6:55
End Time	8:00	8:00	8:00	8:00	8:00	8:00
Total Time (min)	65	65	65	65	65	65
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1
Vehs Entered	1006	1026	1042	1030	1066	1033
Vehs Exited	1008	1033	1042	1023	1071	1037
Starting Vehs	7	10	8	6	12	5
Ending Vehs	5	3	8	13	7	7
Travel Distance (mi)	108	111	112	111	116	112
Travel Time (hr)	8.2	8.4	8.3	8.5	8.8	8.4
Total Delay (hr)	3.3	3.4	3.1	3.5	3.4	3.3
Total Stops	1422	1463	1471	1467	1527	1469
Fuel Used (gal)	5.9	6.1	6.0	6.0	6.3	6.0

Interval #0 Information Seeding

Start Time	6:55
End Time	7:00
Total Time (min)	5

Volumes adjusted by Growth Factors.
No data recorded this interval.

Interval #1 Information Recording

Start Time	7:00
End Time	8:00
Total Time (min)	60

Volumes adjusted by Growth Factors.

Run Number	1	2	3	5	7	Avg
Vehs Entered	1006	1026	1042	1030	1066	1033
Vehs Exited	1008	1033	1042	1023	1071	1037
Starting Vehs	7	10	8	6	12	5
Ending Vehs	5	3	8	13	7	7
Travel Distance (mi)	108	111	112	111	116	112
Travel Time (hr)	8.2	8.4	8.3	8.5	8.8	8.4
Total Delay (hr)	3.3	3.4	3.1	3.5	3.4	3.3
Total Stops	1422	1463	1471	1467	1527	1469
Fuel Used (gal)	5.9	6.1	6.0	6.0	6.3	6.0

1: India & Middle Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.2	0.2	0.0	0.3	0.2
Total Del/Veh (s)	3.9	4.4	5.5	6.0	5.1

2: India & Fore Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.2	0.3	0.2	0.0	0.1
Total Del/Veh (s)	7.9	8.8	6.1	9.2	8.4

Total Network Performance

Denied Del/Veh (s)	0.2
Total Del/Veh (s)	11.3

Intersection: 1: India & Middle

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	72	70	63	90
Average Queue (ft)	37	40	35	52
95th Queue (ft)	60	61	51	77
Link Distance (ft)	196	224	198	202
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 2: India & Fore

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	97	161	78	152
Average Queue (ft)	49	68	39	64
95th Queue (ft)	80	117	65	118
Link Distance (ft)	192	217	210	198
Upstream Blk Time (%)		0		0
Queuing Penalty (veh)		0		1
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Network Summary

Network wide Queuing Penalty: 1

Summary of All Intervals

Run Number	1	2	3	4	7	Avg
Start Time	4:25	4:25	4:25	4:25	4:25	4:25
End Time	5:30	5:30	5:30	5:30	5:30	5:30
Total Time (min)	65	65	65	65	65	65
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1
Vehs Entered	1385	1446	1352	1353	1395	1387
Vehs Exited	1394	1449	1351	1354	1399	1389
Starting Vehs	23	17	7	10	10	12
Ending Vehs	14	14	8	9	6	9
Travel Distance (mi)	151	157	146	147	153	151
Travel Time (hr)	11.6	12.1	10.8	11.1	11.8	11.5
Total Delay (hr)	5.1	5.3	4.6	4.7	5.2	5.0
Total Stops	2010	2092	1955	1968	2056	2018
Fuel Used (gal)	9.6	10.1	9.3	9.4	9.7	9.6

Interval #0 Information Seeding

Start Time	4:25
End Time	4:30
Total Time (min)	5

Volumes adjusted by Growth Factors.
No data recorded this interval.

Interval #1 Information Recording

Start Time	4:30
End Time	5:30
Total Time (min)	60

Volumes adjusted by Growth Factors.

Run Number	1	2	3	4	7	Avg
Vehs Entered	1385	1446	1352	1353	1395	1387
Vehs Exited	1394	1449	1351	1354	1399	1389
Starting Vehs	23	17	7	10	10	12
Ending Vehs	14	14	8	9	6	9
Travel Distance (mi)	151	157	146	147	153	151
Travel Time (hr)	11.6	12.1	10.8	11.1	11.8	11.5
Total Delay (hr)	5.1	5.3	4.6	4.7	5.2	5.0
Total Stops	2010	2092	1955	1968	2056	2018
Fuel Used (gal)	9.6	10.1	9.3	9.4	9.7	9.6

1: India & Middle Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.2	0.1	0.0	0.3	0.2
Total Del/Veh (s)	5.3	5.4	7.2	6.7	6.5

2: India & Fore Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.3	0.3	0.3	0.0	0.2
Total Del/Veh (s)	8.3	8.6	7.9	8.8	8.4

Total Network Performance

Denied Del/Veh (s)	0.3
Total Del/Veh (s)	12.6

Intersection: 1: India & Middle

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	80	66	99	137
Average Queue (ft)	44	37	50	67
95th Queue (ft)	69	59	79	106
Link Distance (ft)	176	224	198	202
Upstream Blk Time (%)				0
Queuing Penalty (veh)				0
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 2: India & Fore

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	158	158	134	128
Average Queue (ft)	64	72	64	62
95th Queue (ft)	112	122	107	104
Link Distance (ft)	192	217	210	198
Upstream Blk Time (%)	0			
Queuing Penalty (veh)	0			
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Network Summary

Network wide Queuing Penalty: 0

April 15, 2015

Ms. Shukria Wiar, Planner
Planning and Development Department
City of Portland, Maine
389 Congress Street
Portland, Maine 04101-3509

Subject: 185 Fore Street
Final Level III Site Plan and Subdivision Application
Letter of Response #3

Dear Ms. Wiar:

On behalf of Bateman Partners, LLC, we are pleased to provide the following responses to the Review Comments related to the Final Subdivision and Site Plan Application for the proposed mixed-use building at 185 Fore Street. For ease of reference we have repeated the comments in *italics*, followed by our response.

COMMENTS FROM DAVID SENUS, WOODARD & CURRAN DATED 02-26-15

Comment 1:

A copy of the sewer Ability to Serve letter from the City Department of Public Services should be submitted to the Planning Office upon receipt.

Response:

Our office spoke to Frank Brancely at the Department of Public Services on March 24, 2015. Mr. Brancely indicated that he will send the requested Ability to Serve letter in the near future. We will provide copies of all correspondence with the Department of Public Services to the Planning Office.

Comment 2:

In accordance with Section 5 of the City of Portland Technical Manual, a Level III Site Plan project is required to submit a stormwater management plan pursuant to the regulations of MaineDEP Chapter 500 Stormwater Management Rules, including conformance with the Basic, General, and Flooding Standards. We offer the following comments:

a) *Basic Standards: The Applicant has provided a plan, notes, and details to address erosion and sediment control requirements, inspection and maintenance requirements, and good housekeeping practices in general accordance with Appendix A, B, & C of MaineDEP Chapter 500; however, a detail and proposed location should be provided for a stabilized construction entrance.*

778 Main Street, Suite 8
South Portland, ME 04106
T: 207.775.1121
F: 207.879.0896
www.fstinc.com

FAY, SPOFFORD & THORNDIKE
Offices in: Massachusetts, New Hampshire, Maine, Connecticut and New York

Response:

A stabilized construction entrance has been added to the Grading, Drainage & Erosion Control Plan on Sheet C-4.0 and a detail has been added as Detail E on Sheet C-6.2.

b) *General Standards: The Applicant has provided pollutant removal data for the cartridge filter treatment unit for managing building roof runoff (a Fabco Industries cartridge system). The proposed unit provides an acceptable means of achieving water quality treatment for the site. The location of the unit should be depicted on the plans, even if internal to the building, to document that a water quality system has been installed for the purposes of this Approval, future reviews, and inspection and maintenance of the system.*

Response:

The location of the cartridge filter treatment unit has been added to the Utility Plan on Sheet C-5.0.

c) *Flooding Standards: The Applicant will require a waiver from the Flooding Standard for the direct connection of the building roof water treatment system to a catch basin that connects to the City's combined sewer. Based on the lack of separated storm drain in the project location, previous approvals for the site, and input from the City Engineer, we would support this waiver request.*

Response:

No response necessary.

Comment 3:

The inspection and maintenance plan should include provisions for annual inspection and reporting in accordance with Chapter 32 of the City of Portland Code of Ordinances.

Response:

The Record Keeping section of the Inspection and Maintenance plan has been updated to meet Chapter 32 of the City of Portland Code of Ordinances. A copy of the revised Inspection and Maintenance Manual is included as Attachment A to this response letter.

Comment 4:

The inspection and maintenance plan should include catalogue cut sheets for the Fabco Model 10080-1 Storm Basin Cartridge Filter Unit to provide context to the maintenance description included in the plan.

Response:

The Fabco Model 10080-1 Storm Basin Cartridge Filter Unit detail drawing has been added as Attachment B to the revised Inspection and Maintenance Manual.

COMMENTS FROM DAVID MARGOLIS-PINEO DATED 02-26-15

Comment 1:

The first floor retail area will be serving prepared food products, a grease removal unit may be necessary. If so, the applicant should contact Frank Brancely for guidance. 854-8832.

Response:

The building retail plan has been modified and food services are no longer proposed in this building.

Comment 2:

The applicant is requested to place additional bike parking on Fore St. in the proximity to office/retail door and to locate towards the back of the sidewalk and away from the curb line:

Bike rack spacing guidelines:

- *If bike racks are located next to and parallel to the building, they shall be a minimum of 30" from the building (36" preferred). The minimum spacing between racks (on center) shall be 6'.*
- *If bike racks are located next to and perpendicular to the building, they shall be a minimum of 48" (on center) from the building (60" preferred). The minimum spacing between racks (on center) shall be 36" (48" preferred).*
- *If bike racks are placed at the curb and parallel to the curb, they shall be located a minimum of 24" from the back of curb (36" preferred). The minimum spacing between racks (on center) shall be 6'. They should be placed/spaced to avoid car doors opening based upon expected parking spacing. Bike racks may not be placed when bicycles are parked to reduce the clear sidewalk width below 5'.*

Response:

An additional bike rack has been added in proximity to the Fore Street entrance and is shown on the Site Layout Plan on Sheet C-3.0.

Comment 3:

If the proposed build's footings encroaches the street right of way, an easement from the City will be required. A license is proposed.

Response:

No response necessary.

Comment 4:

The four property corners shall have property pins set by a registered land surveyor prior to issuance of an occupancy permit.

Response:

Property pins will be set by a registered land surveyor prior to issuance of an occupancy permit.

Comment 5:

It is the City's intent to acquire ownership of all proposed street lights. Therefore a meter is necessary for power billing purposes. The applicant should verify that the light specified for this location meets City of Portland lighting standards.

Response:

The project Electrical Engineering consultant, Bennett Engineering, is currently working with Kevin Thomas at the City of Portland to address metering and light standards compliance. We will provide updated information on this as it becomes available.

Comment 6:

All proposed sidewalk crossing ramps shall be constructed to be ADA compliant.

Response:

The two proposed sidewalk ramps are designed in compliance with the Americans with Disabilities Act.

Comment 7:

The proposed planter along India Street encroached the road right of way. A license with the City of Portland will be required. A license is proposed.

Response:

The previously proposed planter on India Street has been removed from the plan at the request of City staff. No license is necessary.

Comment 8:

Please be aware that the City of Portland requires concrete encasement around electrical conduits within the road right of way. Depth to top of encasement shall be 30". Encasement of street lighting conduit is not required.

Response:

A note has been added to Detail E on Sheet C-6.2 specifying concrete encasement of electrical conduits within the right of way.

Comment 9:

Sheet E1.01 shows an eight inch roof connection to the 18" sewer in the street. Sheet C4.0 shows this connection into a catchbasin. Please delete connection on Sheet E1.01.

Response:

Sheet E1.01 has been revised as requested. The revised sheet is included in the attached plan set.

Comment 10:

Cross walk marking in detail on Sheet C6.2 is incorrect. Please refer to Figure I-22 in the City's Technical Manual.

Response:

The cross walk detail on Sheet C-6.2 has been updated to reflect the standard crosswalk detail as seen in Figure I-22 in the City's Technical Manual. The cross walk is an 8' wide block style crosswalk with 24" white lines spaced 4' on center.

Comment 11:

Fore Street adjacent to this project is a moratorium Street. This moratorium expires October 21, 2016.

Response:

No response necessary.

COMMENTS FROM CAITLIN CAMERON DATED 02-26-15

Design Review Comments (red text denotes standards that require revision):

B5b Urban Commercial Business Zones:

Standard 1a:

Shared Infrastructure – Met – Project uses adjacent parking structure to meet on-site parking requirement and building has physical connection to garage.

Response:

No response required.

Standard 1b:

Relationship to Street – Building is set close to property line on all frontages including corner. Staff requests that landscaping shown adjacent to retail façade on India Street be removed, especially on India Street. Although staff recognizes the intent was to ameliorate the inability to provide street trees in these locations, staff is not in support of placing landscaping between sidewalk and active ground floor facades. A wider sidewalk and easy access to the ground floor uses are preferred. City Arborist is amenable to removing the proposed landscaping. Landscaping on Fore Street might need to be maintained to meet Open Space requirement of Multiple-Family Design Standards for dwelling units without balcony.

Response:

The landscaping adjacent to the retail façade on India Street has been removed. This change is reflected on the revised project drawings.

Standard 1c:

Building Orientation – Met – Strong orientation to India Street is provided with retail frontage as well as an emphasized residential entrance on Fore Street. Visual transmittance of glass should be .7 or higher at ground floor.

Response:

No response required.

Standard 1d:

Parking Lots – Not applicable.

Response:

No response required.

Multiple-Family Designs Standards:

Standard 1(a)1:

Exterior Design – Met – Project uses materials, fenestration patterns, and articulation consistent with the existing neighborhood fabric. Balconies and differentiation in façade planes create visual interest and shadow lines. The ground floor has a high level of fenestration/storefront which is desirable especially for India Street. Project is located in an area that is more commercial/mixed-use in character than residential. As a mixed-use building, it is compatible with the surrounding context and contributes to the character and coherence of the street.

Response:

No response required.

Standard 1(a)2:

Relationship to Street – Met – Staff appreciates the infill nature of this project and its location and orientation contributes to the overall street wall and character of India Street. Ground floor has been adjusted to be closer to property line/sidewalk. As stated above, placement of landscaping between sidewalk and building on India Street is not desired and does not reflect typical condition in the neighborhood.

Response:

The landscaping between the sidewalk and building on India Street has been removed.

Standard 1(a)3:

Open Space – Met – All but two dwelling units are provided with at least one balcony. In the case of the dwelling units without direct access to open space, planted strips are proposed on the ground level of the project.

Response:

No response required.

Standard 1(a)4:

Livability – Met – Each dwelling unit provides ample windows for light and air as well as sufficient storage areas at ground floor and within unit.

Response:

No response required.

Standard 1(a)5:

Surface Parking – Not applicable.

Response:

No response required.

Standard 1(a)6:

Lodging – Not applicable.

Response:

No response required.

COMMENTS FROM CAITLIN CAMERON DATED 02-27-15

Comment 1:

Please submit Neighborhood Meeting minutes as well as associated documentation.

Response:

A Neighborhood Meeting was held on June 12, 2014. Meeting minutes and associated documentation are included as Attachment B to this response letter.

Comment 2:

The proposed lighting is being shown on the utility plans, but we still need catalogue cuts for all the proposed fixtures and how each one is meeting the City's lighting standards.

Response:

The project Electrical Engineering consultant, Bennett Engineering, is currently working with Kevin Thomas at the City of Portland to address light standards compliance. The fixture is supplied by CMP as part of an agreement with the City of Portland.

Comment 3:

There is a retailing wall being proposed between the proposed building and the Gateway Garage, how high is this wall?

Response:

The proposed retaining wall is an extension of the existing wall on the Ocean Gateway parcel. The wall will be approximately 5.5' high.

Comment 4:

The final approved subdivision plat will need to have all the conditions of approval, as well as the waivers. Any proposed easements and licenses need to be shown.

Response:

We have noted this condition.

Comment 5:

Construction Management Plan – a construction approach narrative was submitted as part of the application. A site plan needs to be submitted that shows this.

Response:

A Construction Management Plan has been prepared and is included in the plan set as Sheet C-2.3.

Comment 6:

Applicant will need to enter a stormwater management agreement. The sample agreement language is attached.

Response:

The applicant will enter a stormwater management agreement with the City.

COMMENTS FROM TOM ERRICO, TYLIN DATED 02-27-15

Comment 1:

I have reviewed the traffic study prepared by Bill Bray, PE and find the methods and contents to be reasonable and I have the following comments:

a. *I would like to gain a better understanding of the possible tenant types as it relates to the ground floor retail spaces. The applicant should provide information on anticipated retail uses.*

Response:

Possible tenant types in the ground floor retail spaces are still unknown but could range from a real estate broker office to a jewelry store.

b. *The applicant conducted a Multi-Way STOP sign controlled warrant analysis at the India Street/Middle Street intersection. The conclusion was that while volumes met criteria, the delay on the minor street did not meet criteria. I need to continue to review analysis at this location as it relates to traffic control and improvement needs.*

Response:

No response necessary.

c. *The applicant conducted a traffic capacity evaluation at the India Street/Fore Street intersection and concluded that excellent levels of service conditions are predicted for both existing and post-development conditions. Several years ago a traffic signal was programmed for installation, but given current conditions a traffic signal would be warranted following project completion.*

Response:

No response necessary.

d. *The India Street/Fore Street intersection is classified as a High Crash Location. I will continue to review and provide any suggested requirements.*

Response:

No response necessary.

Comment 2:

The applicant will be satisfying parking demand for the project by leasing 124 parking spaces for the Middle Street project and 44 parking spaces for the Fore Street project in the Ocean Gateway garage and this supply meets zoning requirements. The traffic study notes that 239 parking spaces will be deeded from the garage and clarification should be provided. My initial reaction is an adequate parking supply will be provided, but how parking will be integrated into a TDM Plan needs to be assessed.

Response:

No response necessary.

Comment 3:

Greater detail is required for the Construction Management Plan. Specific details on how pedestrian and roadway conditions will be managed during construction.

Response:

A Construction Management Plan addressing pedestrian and roadway management is included in the plan set as Sheet C-2.3.

Comment 4:

I would suggest that the driveway apron on Fore Street be designed such that it favors the sidewalk and pedestrian use rather than vehicle movements, which is expected to be minimal.

Response:

The driveway apron has been eliminated and sloped granite curb will replace the existing vertical curb in this location to allow infrequent vehicle access.

If you have any questions regarding these materials, please contact us.

Sincerely,

FAY, SPOFFORD & THORNDIKE

Joseph A. Laverriere, P.E.
Senior Principal Engineer

JAL/smk

Attachments: Attachment A – Revised Inspection & Maintenance Manual
Attachment B – Neighborhood Meeting Minutes
Attachment C – Construction Management Plan
Revised Plan Set

c: Nathan Bateman – Bateman Partners, LLC
David Lloyd – Archetype, PA

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ATTACHMENT A

REVISED INSPECTION & MAINTENANCE MANUAL

INSPECTION AND MAINTENANCE FOR 185 FORE STREET MULTI-USE COMPLEX

PREPARED FOR:

BATEMAN PARTNERS, LLC
P.O. BOX 3572
PORTLAND, MAINE 04104

PREPARED BY:

FAY, SPOFFORD & THORNDIKE
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, MAINE 04106
(207) 775-1121

JULY 2014

REVISIONS:
APRIL 2015

A. INTRODUCTION

The 185 Fore Street multi-use complex features a Fabco cartridge filter unit, Model 10080-1, located within the building. The stormwater management system must be regularly inspected and maintained to ensure that each component is performing as intended throughout its life.

B. FABCO MODEL 10080-1 STORMBASIN CARTRIDGE FILTER UNIT

Preface: The roof drain filter unit is intended to provide water quality treatment for runoff from the proposed roof surface prior to discharge into the municipal drainage system in Hancock Street Extension. Primary contaminants from the roof include bird waste, metals, dust, and related pollutants.

Inspection: The roof filter unit must be inspected to ensure proper function during rain events. Primary inspection goals include removal of debris, leaves, or related solids preventing filtering and water pass thru or blocking the internal overflow.

Maintenance: If the filter is not draining within 24 hours, the filter media shall be replaced in accordance with the manufacturer's instructions. The manufacturer StormBasin Maintenance Guide is attached hereto as Attachment A. Debris must be removed from the filter unit. With all debris removed from the StormBasin the filter cartridge(s) will be exposed at the bottom. To remove the cartridge(s) reach down into the basin and firmly grasp the plastic outer rim of the cartridge body just below the foam, twist the cartridge body counter-clock-wise about ¼ turn until it stops, and lift the cartridge straight up to remove. Insert the new StormBasin cartridge down through the hole in the base of the unit. The colored ring on the cartridge should be facing upwards. Push the cartridge all the way through the hole until it rests on the bottom. Slowly turn the cartridge in a clock-wise direction until the tabs align with the slots and the cartridge body drops about ¼' further down. Once the tabs fall through the slots, continue turning firmly in a clock-wise direction until the tabs contact the STOPS. The cartridge is now installed. A cut sheet providing details of the Fabco Model 10080-1 StormBasin Cartridge Filter Unit is attached hereto as Attachment B.

Frequency: During the first year, the unit should be inspected quarterly and following all major storm events. Thereafter, the unit should be inspected at least every 6 months. Debris and sediment buildup should be removed as needed in accordance with manufacturer's recommendations. The filter cartridges shall be replaced on an annual basis. Cartridges can be sourced from Fabco Industries, Inc., phone 631-393-6024, 66 Central Avenue Farmingdale, NY 11735.

C. RECORD KEEPING

Records of all inspections and maintenance work accomplished must be kept and maintained to document filter operation and related site maintenance. These records should be filed and retained for a minimum 5-year time span. The filing system should be capable of ready retrieval of data for periodic reviews by the City of Portland Department of Public

Services (DPS). Copies of such records should be filed with the DPS in the annual report on or before June 30th of each year with the appropriate filing fee. The annual report should include a completed and signed certification to the DPS in a form provided by DPS, certifying that the person has inspected the stormwater management systems and that they are adequately maintained and functioning as intended by the approved post-construction stormwater management plan. Records of deficiencies and corrective actions shall be provided as part of the annual report. A typical inspection and maintenance record form is attached hereto as Attachment C.

D. CONTRACT SERVICES

In some instances or at specific times, the owner may not have the ability to conduct the required inspection and/or maintenance programs as outlined in this document. In such case, the work should be accomplished on a contractual basis with a firm or organization that has the staff and equipment to accomplish the required work.

The service contract for inspection and maintenance should be formal, well-written legal document which clearly defines the services to be provided, the contractual conditions that will apply, and detailed payment schedules. Liability insurance should be required in all contracts.

ATTACHMENT A

Fabco StormBasin Maintenance Guide

StormBasin

Proprietary Water Quality Filter System

Maintenance Guide

For

Middle/India Street Infill Project

Caution

Do not step, stand, sit or in any way use the StormBasin device to support your weight during the maintenance procedure.

Caution

StormBasin units may be installed into street level drain inlets. The StormBasin should be maintained by trained individuals who are familiar with all Traffic safety regulations.

StormBasin™

Maintenance Guide

Pre-installation Cleaning



The StormBasin like any other storm water remediation device requires maintenance to remain efficient as a storm water filter. Fabco Industries highly recommends inspecting the perspective catch basin storm sewer before installing a StormBasin unit and thoroughly cleaning it if necessary.

Cleaning Frequency

After installation the StormBasin requires periodic cleaning. There are no hard and fast rules in this regard. Small units and installation sites with higher than expected sediment loads or areas with significant trees and foliage require more maintenance. In general, Fabco Industries recommends cleaning out the unit(s) a minimum twice per year by removing the debris, sand and silt.

Cleaning out the StormBasin: Combination style drain inlets

Do not lift or remove the StormBasin from the grated inlet during cleaning. Be sure to follow proper road safety rules & regulations when working in the street. Begin by removing the grate from the inlet. CAUTION: Grates are extremely heavy. Some type of lifting mechanism is highly recommended. Place it carefully on the ground away from the work area.	
With the grate removed the StormBasin is available for cleaning. Do not step, stand, sit or in any way use the StormBasin to support your weight. Be sure to follow all Safety and Traffic protocols. Remove the sediment and debris from the basin. This can be done manually or with a vacuum device. Be sure you are wearing gloves, safety glasses and that traffic safety procedures are observed.	
With the debris and sediment removed the filter cartridge(s) will be visible at the bottom of the unit. We suggest removing the cartridge(s) from the StormBasin and removing any loose debris, sediment, trash from the blue foam pre-filter. (See Removing the filter Cartridge). Cartridge replacement is recommended annually.	
With the StormBasin and cartridges cleaned and re-installed the maintenance process is complete. Re-install the drain grate to complete the job.	

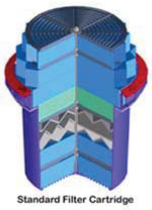
StormBasin™

Maintenance Guide

Selecting, Removing and Installing the StormBasin Cartridges

The Fabco filter cartridges used in the StormBasin product are designed primarily to capture: floating materials, sediments and suspended solids and emulsified products such as hydrocarbon compounds, dissolved heavy metals, nutrients (P&N) and pathogens (bacteria). Before ordering your cartridges make sure you select the correct type. Each cartridge type can be identified by a colored “Ring” located at the top of the cartridge.

Selecting the right cartridge(s)



Part Number	Effectiveness	Ring color code
9718-1	**Standard Cartridge** Good All-purpose cartridge for common surface runoff that may contain a little bit of everything.	Red
9718-2	**Pathogens Cartridge** 2x’s more pathogen treatment Vs. Std Cartridge. Use near sensitive water ways to keep beaches and shell fishing areas open.	Yellow
9718-3	**HV Hydrocarbon Cartridge** 25% more hydrocarbon filter media Vs Std cartridge. Excellent for vehicle or maintenance related applications.	Blue
9718-4	**HV Metals Cartridge** Uses unique FABLITE filter media for HV metals. Suggested for industrial usage where persistent HV metals have been identified in surface runoff	Grey
9718-5	**Standard short Cartridge** Reduced height version of std Cart.	Mint
9718-6	**Nutrients Cartridge** Uses proprietary FABPHOS media for nutrients. Highly effective on the critical dissolved Ortho-Phosphates. Helps reduce algae blooms keeping the water clean and healthy.	Green



StormBasin™

Maintenance Guide

Referring to the pollutant concentrations stated in the NYS stormwater design manual, the standard cartridge should be expected to last a minimum of 1 year. Fabco's special short cartridge should be replaced twice per year.

Removing the Filter Cartridge(s)

With all debris removed from the StormBasin the filter cartridge(s) will be exposed at the bottom. To remove the cartridge(s) reach down into the basin and firmly grasp the plastic outer rim of the cartridge body just below the foam. Twist the cartridge body Counter-Clock-wise about ¼ turn until it stops. Lift the cartridge straight up to remove.	

Installing new Filter Cartridge(s)

The StormBasin filter cartridge(s) install through a hole in the bottom of the collection basin. The hole has four (4) slots that accept 4 tabs molded into the underside of the cartridge body.	
Insert the StormBasin cartridge down through the hole in the base of the unit. The colored ring on the cartridge should be facing upwards. Push the cartridge all the way through the hole until it rests on the bottom. Slowly turn the cartridge in a Clock-wise direction until the Tabs align with the slots and the cartridge body drops about ¼' further down.	
Once the Tabs fall through the slots, continue turning firmly in a Clock-wise direction until the Tabs contact the STOPS. The Cartridge is now installed.	

ATTACHMENT B

Fabco Model 10080-1 StormBasin
Cartridge Filter Unit Cut Sheet

THIS DOCUMENT IS THE PROPERTY OF FABCO INDUSTRIES AND IS CONVEYED WITH THE EXPRESS CONDITION THAT IT AND THE INFORMATION CONTAINED IN IT ARE NOT TO BE USED, DISCLOSED, OR REPRODUCED IN WHOLE OR IN PART, FOR ANY PURPOSE WITHOUT THE EXPRESS WRITTEN CONSENT OF FABCO INDUSTRIES, AND THAT NO RIGHT IS GRANTED TO DISCLOSE OR SO USE ANY INFORMATION CONTAINED IN SAID DOCUMENT.

FORM FAB-D02

REVISIONS			
REV	DESCRIPTION	DATE	APPROVED
A	FIRST RELEASE	6/30/14	

NOTES:

1. WEIGHT (APPROX):
   A) EMPTY W/CARTRIDGES: 50-LB (MAX)
   B) FULL OF WATER: 1800-LB (MAX)

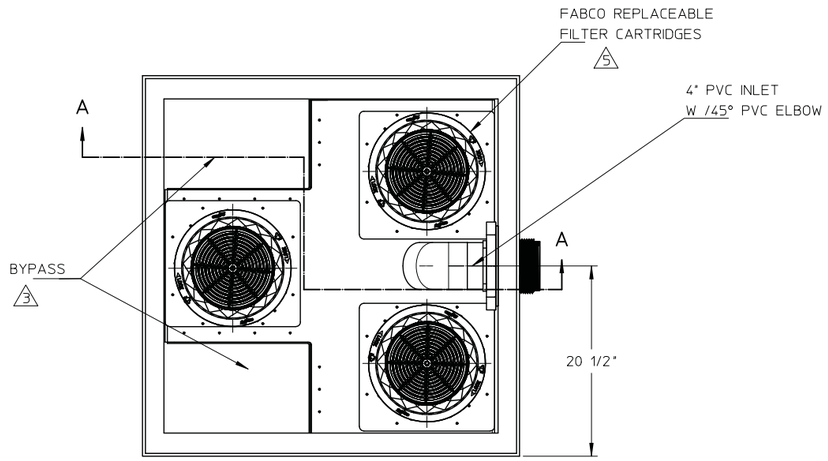
2. MATERIAL:
   A) FILTER HOUSING AND COVER: HDPE, WHITE
   B) CARTRIDGE PLATE: 5052-H32 ALUMINUM ALLOY
   C) SUPPORT HARDWARE: CRES 300 SERIES OR EQUAL

3. PERFORMANCE CHARACTERISTICS (TYP):
   A) DEBRIS CAPACITY: 11.0 CU-FT
   B) FILTERED FLOW RATE: SEE TABLE 1
   C) BYPASS FLOW RATE: 3100 GPM (6.9 CFS)

4. TYPICAL INSTALLATION: CUT DOWNSPOUT PIPE AND CONNECT THE 4" INLET AND OUTLET PIPES AS REQUIRED TO REDIRECT RAIN FLOW THROUGH THE FILTER BOX.

5. USE ONLY WITH FABCO REPLACEABLE MEDIA CARTRIDGES.

6. ALL TANK DIMENSIONS ARE REFERENCE AND VARY BY THE STANDARD ROTATIONAL MOLDING TOLERANCE OF ± 3%

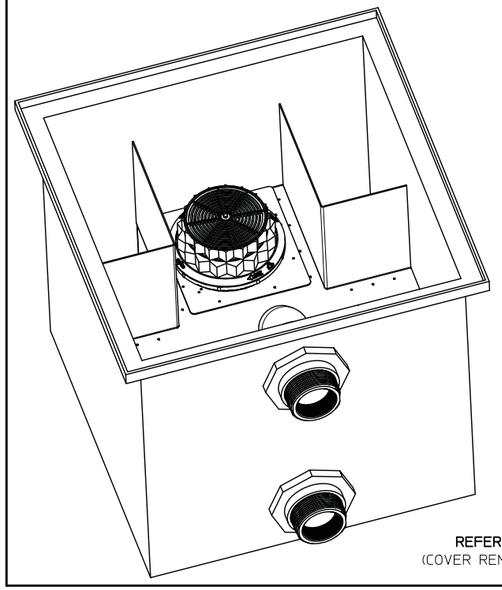


COVER REMOVED FOR CLARITY

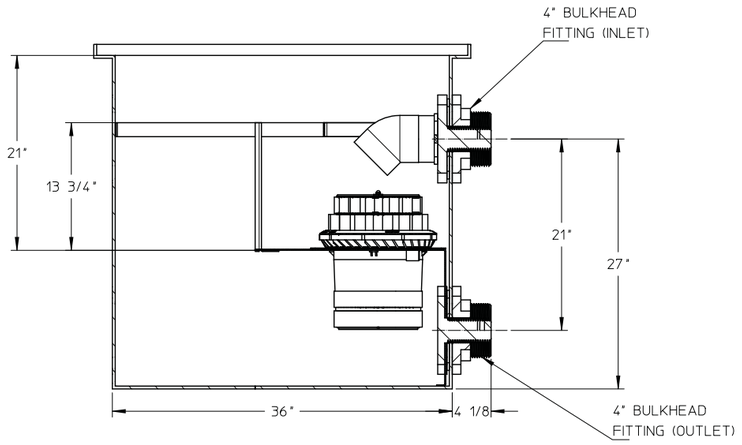
TABLE 1 3 5

ADDITIONAL CARTRIDGE DESIGNS

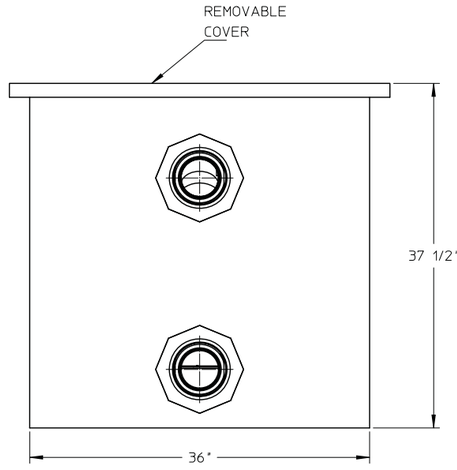
ORDER NUMBER	DESCRIPTION	COLOR CODE	FLOW RATE (TYP)
9718-1	STANDARD	RED	115 GPM (.26 CFS)
9718-2	BACTERIA	YELLOW	115 GPM (.26 CFS)
9718-3	HYDROCARBONS	BLUE	115 GPM (.26 CFS)
9718-4	HEAVY METALS	GREY	60 GPM (.13 CFS)
9718-5	STANDARD (SHORT)	MINT	115 GPM (.26 CFS)
9718-6	NUTRIENTS	GREEN	100 GPM (.22 CFS)
9718-7	HIGH FLOW	RED (MARKED)	260 GPM (.58 CFS)



REFERENCE VIEW
(COVER REMOVED FOR CLARITY)



SECTION A-A



NO	QTY	PART NUMBER	DESCRIPTION	REMARKS

BILL OF MATERIALS

UNLESS OTHERWISE SPECIFIED
REMOVE ALL BURRS
BREAK SHARP EDGES .002 - .020
FILLETS .020 MAX
DIMENSIONS ARE IN INCHES AND INCLUDE CHEMICALLY APPLIED OR PLATED FINISHES
DO NOT SCALE THIS DRAWING

TOLERANCES:
DEC .00 ± .01
DEC .000 ± .005
FRACT ± 1/16
ANGLE ± 2°
Ra FINISH 125

MATERIAL: SEE NOTES

MODEL LINK: 10080-2

APPROVALS		DATE
DWN	MS	6/30/14
CHKR		
ENGR	JP	6/30/14
APVD		

FABCO INDUSTRIES, INC.
66 CENTRAL AVENUE
FARMINGDALE, NY 11735
WWW.FABCO-INDUSTRIES.COM

TITLE: DOWNSPOUT FILTER, 3C

SIZE	CAGE CODE	DWG NO	REV
D	1P8A4	10080-2-000	A

SCALE 1:8 | WT | SHEET 1 OF 1

ATTACHMENT C

Sample Inspection Logs

Att. D

185 FORE STREET MIXED-USE COMPLEX
EAST INDIA LAND COMPANY, LLC
PORTLAND, ME

ROOF DRAIN FILTER **ANNUAL INSPECTION & MAINTENANCE LOG**			
FACILITY:		**YEAR:**	
LOCATION: 185 Fore Street		**CONTRACTOR:**	
FUNCTION:		**INSPECTOR:**	
DATE OF INSPECTION:			
ITEM IDENTIFICATION	**DESCRIPTION OF CONDITIONS**	**MAINTENANCE ACCOMPLISHED**	**DATE OF MAINTENANCE**
GENERAL COMMENTS:			

ATTACHMENT D

Summary Checklist
Inspection and Maintenance

Stormwater Management System Maintenance Program Summary Checklist						
Item	**Commentary**	**Frequency**				
		Monthly	**Quarterly**	**Semi-Annual**	**Annual**	**Long Term**
Roof Drain Filters	Inspect systems to verify adequate functioning and capacity. Dispose of filters that have reached useful life in accordance with manufacturer's recommendations. Replace filters as required.		X			
Litter	Litter should be removed daily.					

ATTACHMENT B

NEIGHBORHOOD MEETING MINUTES

Neighborhood Meeting Certification

16 Middle Street & 185 Fore Street

I, David Lloyd hereby certify that a neighborhood meeting was held on June 12, 2014 at Remax by the Bay, 88 Middle Street @ 5:30 pm.

I also certify that on May 29th invitations were mailed to all addresses on the mailing list provided by the Planning Division, including property owners within 500 feet of the proposed development and the residents on the "interested parties" list.

Signed,



June 16, 2014

Attached to this certification are
1. Copy of the invitation sent
2. Sign-in sheet
3. Meeting minutes

A R C H E T Y P E

May 23, 2014

Dear Neighbor:

Please join us for a neighborhood meeting as we share plans for the construction of a five story mixed use building located at 16 Middle Street, Portland Maine and the construction of a four story mixed use building at 185 Fore Street, Portland Maine.

Meeting Location: RE/MAX By The Bay, The Common at 88 Middle Street Portland, Maine
Meeting Date: June 12, 2014
Meeting Time: 5:30 PM

(The City code requires that property owners within 500 feet (1000 feet for proposed industrial subdivisions and industrial zone changes) of the proposed development and residents on an "interested parties list", be invited to participate in a neighborhood meeting. A sign-in sheet will be circulated and minutes of the meeting will be taken. Both the sign-in sheet and minutes will be submitted to the Planning Board.)

If you have any questions, please call Nathan Bateman, (207) 772-2992. Or email at nathan@batemanpartnersllc.com

Sincerely,



David Lloyd
Maine Licensed Architect

Note:
Under Section 14-32(C) and 14-524(a)d of the City Code of Ordinances, an applicant for a Level III development, subdivision of over five lots/units, or zone change is required to hold a neighborhood meeting within 30 days of submitting a preliminary application or 21 days of submitting a final site plan application, if a preliminary plans was not submitted. The neighborhood meeting must be held at least seven days prior to the Planning Board public hearing on the proposal. Should you wish to offer additional comments on this proposed development, you may contact the Planning Division at 874-8721 or send written correspondence to the Planning and Urban Development Department, Planning Division 4th Floor, 389 Congress Street Portland, ME 04101 or by email: to bab@portlandmaine.gov

48 Union Wharf, Portland, Maine 04101 (207) 772-6022 • Fax (207) 772-4056

SIGN UP SHEET

185 Fore Street - 16 Middle Street

12-Jun-14

	Name	Address
1	Bob LeBlanc	145 Newbury Street Portland
2	Peter Martin	20 Sequoia Lane Scarb.
3	Dorie Lowe	40 Federal St
4	Loren Ayer	147 Fore St
5	Liv Chase	52 Federal/48 Hancock/51 Hancock
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		

Neighborhood Meeting Notes

16 Middle Street & 185 Fore Street

Thursday, June 12, 2014

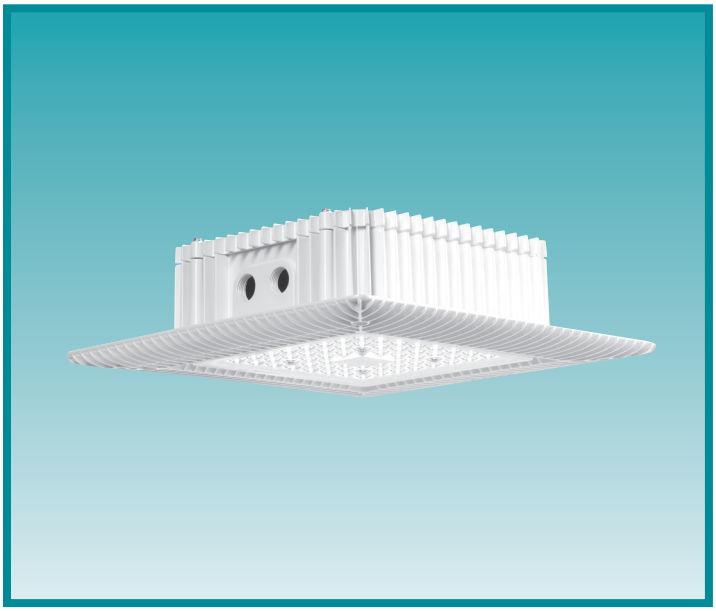
Presenters: Nathan Bateman, Bateman Partners

David Lloyd Architect, Archetype Architects

1. David Lloyd Architect and Nathan Bateman Developer gave an overview of both projects
2. Questions asked what is the height of 185 Fore Street? Architect gave heights for cornice & mezzanine level.
3. Question asked if views along India Street towards water would be blocked. Architect described placement of building. Described how it is set back from street on second floor on south end and the fact that views down India are important to our project as we realize other developments between our building and the water will be going up in the future.
4. Liv chase remarked that the buildings are beautiful.
5. Overall there was a positive reaction to the projects.
6. Parking arrangement with garage was discussed and explained by Nathan Bateman.
7. Question of what was asked as to users of first floor of 16 Middle Street. Answer was that it can be retail, commercial, restaurant, basically bank to restaurant use but not confirmed at this time.
8. Discussions went into general discussion of future development in the neighborhood. Participants in the group were positive and encouraged by changes in the neighborhood.

End of Notes

FueLED RECESSED CANOPY LIGHT



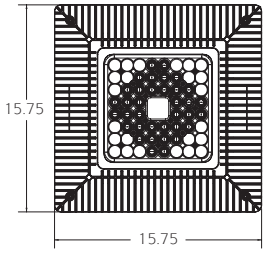
Petroleum marketers have long recognized the critical role outdoor lighting plays in attracting customers in a highly competitive marketplace. Now you can maximize your visibility with brilliant canopy illumination and set your location apart with the FueLED recessed petroleum canopy luminaire. With an ultra-thin profile, the FueLED luminaire is capable of producing greater than 14,000 lumens of delivered light at a power consumption of less than 140 watts. Lumen packages with efficacies up to 100 lumens per watt are available in several application-specific light patterns. Whether it is new construction or retrofit applications, FueLED gives you the solution to your retail petroleum lighting needs.

Fixture Specifications

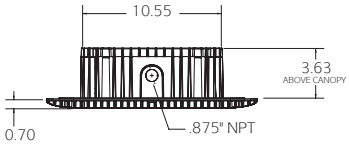
FEATURES

- Made from low-copper marine-grade cast aluminum
- The FueLED optical assembly is designed to exceed IP66 design standards allowing for light hose-down cleaning
- Application-specific optics maximize energy efficiency by focusing illumination on key areas and preventing wasted light
- The unique all-inclusive housing provides an integral wiring and driver compartment for ease of installation
- Replaceable LED module enables future upgrades and service for the LED light engine
- Thermal frame technology provides state-of-the-art passive cooling in the most demanding environments

DIMENSIONS



Bottom



Side

ORDERING INFORMATION

SAMPLE CATALOG NUMBER

XXXXX	XX	7	XXXX	XXX	5	WH
Series	LED Quantity	LED Driver	Voltage	Optics	Color Temp.	Color

SERIES
FLED LED Under Canopy Light

LED QUANTITY
24 60 Watts
36 90 Watts
48 115 Watts
60 135 Watts

LED DRIVER
7 700mA

VOLTAGE
UNIV 120-277V
347 347V
480 480V

OPTICS
CVQ Concentrated Square
-designed for Gas Station Canopy Applications
CVD Concentrated Round
-designed for Soffit Applications

COLOR TEMPERATURE
5 5000K, 70 CRI

COLOR
WH White

RETROFIT OPTIONS

SURFACE MOUNT OPTIONS
FLED-RT1 FueLED Retrofit Kit (fits Whiteway Vision, Riviera 2, Thunderbird)
FLED-RT2 FueLED Retrofit Kit (fits Whiteway Riviera 1, LSI Masters, Dakota)
FLED-RT3 FueLED Retrofit Kit (fits Jet Phillips)

RECESSED OPTIONS
FLED-CP Cover Plate for direct mounting to canopy

Consult factory for additional options.

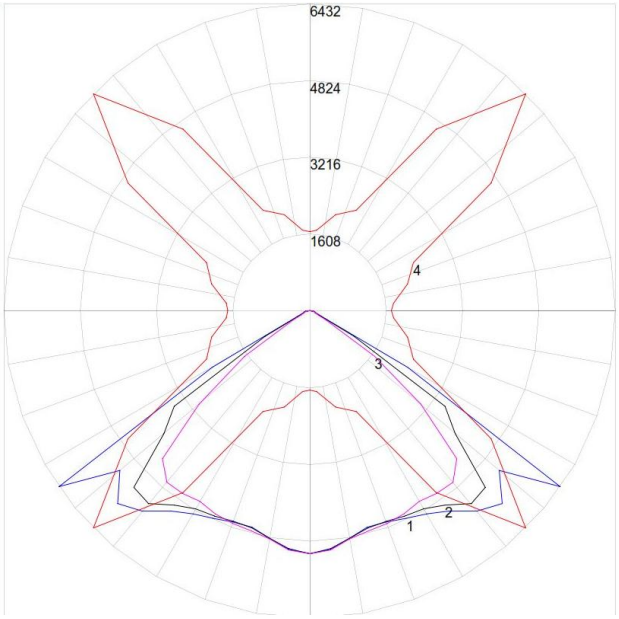
WHITEWAY
A HUBBELL LIGHTING, INC. COMPANY
Performance Designed Lighting Products
www.whiteway-ltg.com
www.hubbelllighting.com
1085 Johnson Drive • Buffalo Grove, IL 60089 • TOLL-FREE: 800-544-4848 • PHONE: 847-279-0627 • FAX: 847-279-0642

FueLED Luminaire Performance Summary[1]

Type	Engine	Delivered Lumens	No. of LEDs	CCT	System Wattage	Lumens per Watt	Replaces
CVD Concentrated Round	24-N-700	5,738	24	5000K	58	98.9	175W
	36-N-700	8,608	36	5000K	87	98.9	250W
	48-N-700	11,477	48	5000K	115	99.8	320W
	60-N-700	14,347	60	5000K	144	99.6	400W
CVD[2] Concentrated Square	24-N-700	5,453	24	5000K	58	94	175W
	36-N-700	8,179	36	5000K	87	94	250W
	48-N-700	11,810	48	5000K	115	102.7	320W
	60-N-700	13,632	60	5000K	136	100.2	400W

1. All performance data has been acquired by physical test reports conducted to LM-79-08 standards in a controlled testing laboratory.
2. CVQ optics meet DLC zonal lumen requirements.
3. CVQ optic provides application-optimized vertical and horizontal illumination levels while providing excellent uniformity.

Photometrics



Maximum Candela = 6432 Located At Horizontal Angle = 45, Vertical Angle = 55
1 - Vertical Plane Through Horizontal Angles (45 - 225) (Through Max. Cd.): BLUE
2 - Vertical Plane Through Horizontal Angles (60 - 240): BLACK
3 - Vertical Plane Through Horizontal Angles (90 - 270): MAGENTA
4 - Horizontal Cone Through Vertical Angle (55) (Through Max. Cd.)
Light Laboratory Inc. Certifiied Test Report # L09122601
Luminaire Photometric Testing performed to IESNA LM-79-08 Standards

QSP/RTP LED

ARCHITECTURAL WALLPACKS

Cat.#	
Job	Type

HUBBELL® Outdoor Lighting

Approvals

SPECIFICATIONS

APPLICATIONS

- Architectural wallpack in two stylish shapes with molded contours to accentuate building architecture. Provides excellent illumination in energy-saving LED systems.

Construction:

- Die cast aluminum housing and door
- Different powder coat finishes available

Performance:

- Type II Distribution
- Wattage 36w

LED:

- LED color temperature 4700K
- LED produces 2500 lumens

Electrical:

- Single class 2 driver
- 120-277VAC 50/50Hz
- Powerfactor ≥ 90%
- THD (Total Harmonic Distortion) <20%

Listings:

- UL 1598 listed for use in wet locations
- Zero uplight (U0), dark sky, neighbor friendly
- DLC pending

Warranty:

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

PRODUCT IMAGE(S)

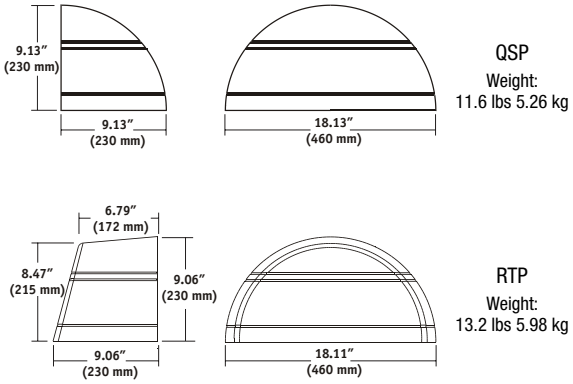


QSP



RTP

DIMENSIONS



SHIPPING INFORMATION

Catalog Number	G.W(kg)/ CTN	Carton Dimensions		
		Length Inch (cm)	Width Inch (cm)	Height Inch (cm)
QSP	17 (7.7)	20.5 (52)	10.5 (26)	11 (28)
RTP	18 (8.2)	20.5 (52)	11.5 (29)	11.5 (29)

CERTIFICATIONS/LISTINGS

c UL us

ORDERING INFORMATION

ORDERING EXAMPLE: QSP-20LU-5K-2-050-BZ-PC1

QSP	-	20LU	-	5K	-	2	-	050	-	DB	-	
SERIES		SOURCE/VOLTAGE LED		CCT		DISTRIBUTION		DRIVE CURRENT		FINISH		OPTIONS

SERIES

- **RTP** Radius Trapeziod
- **QSP** Quartersphere

SOURCE/VOLTAGE LED

- **20LU** 36w LED, 120-277V

CCT

- **5K** 4700K nominal

DISTRIBUTION

- **2** Type II

DRIVE CURRENT

- **050** 500mA

FINISH

- **DB** Bronze

PREMIUM COLORS

- **BL** Black
- **GR** Gray
- **WH** White
- **PS** Platinum
- **CC** Custom Color

OPTIONS

- **PC(X)** Button photocontrol, specify voltage 1-120V, 2-208V, 3-240V, 4-277V

Contractor shall confirm fixture finish with Architect

© 2014 HUBBELL OUTDOOR LIGHTING, All Rights Reserved • For more information visit our website: **www.hubbelloutdoor.com** • Printed in USA

PERFORMANCE DATA

				5K (4700K nominal, 67 CRI)				
# OF LEDS	DRIVE CURRENT	SYSTEM WATTS	DIST. TYPE	LUMENS	LPW[1]	B	U	G
20	STD. (500mA)	36w	2	2500	70	1	0	1

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown. Actual performance may differ as a result of end-user environment and application.

LUMINAIRE AMBIENT TEMPERATURE FACTOR (LATF)

AMBIENT TEMPERATURE		LUMEN MULTIPLIER
0˚ C	32˚ F	1.02
10˚ C	50˚ F	1.01
20˚ C	68˚ F	1.00
25˚ C	77˚ F	1.00

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

ELECTRICAL DATA

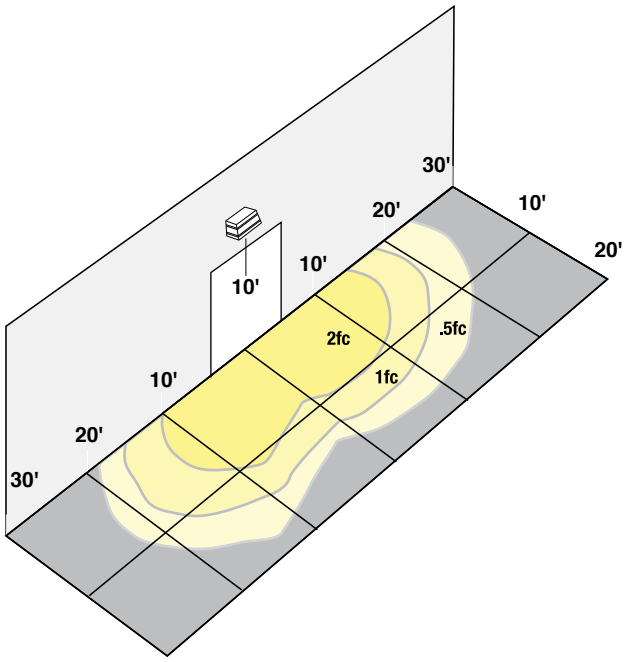
# OF LEDS	DRIVE CURRENT (mA)	INPUT VOLTAGE (V)	SYSTEM POWER (w)	CURRENT (Amps)
20	STD. 500mA)	120	36	.31
		277	36	.15

PROJECTED LUMEN MAINTENANCE

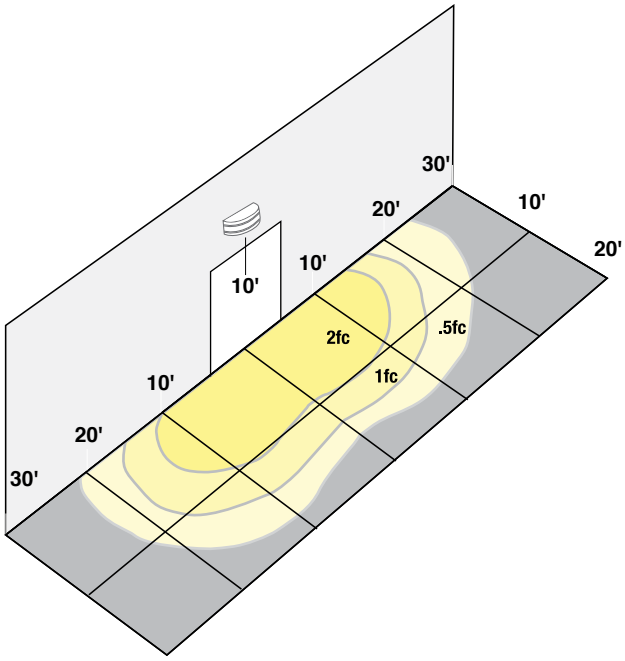
	OPERATING HOURS				
Ambient Temp.	0	25,000	TM-21-11[1] 36,000	50,000	L70 (hours)
25°C / 77°F	1	.92	.89	.86	>120,000

1. Projected per IESNA TM-21-11 * (CREE XT-E, 1000mA, 6,000hrs)
Data references the extrapolated performance projections for the TRP base model in a 25°C ambient, based on 6,000 hours of LED testing per IESNA LM-80-08.

PHOTOMETRIC REPORTS



RTP



QSP

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VSCL

Venere® — Large Contemporary



FEATURES

- Integral secondary source to provide illumination to path of egress
- One-piece memory retentive silicone gasket seals out contaminants.
- Six optical configurations available. Configurable as an uplight, downlight, or uplight/downlight.
- Available with full cutoff option
- Available with a wide variety of fascia options
- EISA compliant
- IP65 rated
- Powder coat finish in our 13 standard colors with a polymer primer sealer

ORDERING INFORMATION

VSCL - _____ - _____ - _____ - _____

MODEL	
VSCL-DB	Down beam and egress.
VSCL-DS	Down spread and egress. **Available only with MHT6EB.**
VSCL-UB	Up beam and egress.
VSCL-US	Up spread and egress. **Available only with MHT6EB.**
VSCL-DBUS	Down beam/up spread and egress. **Available only with MHT6EB.**
VSCL-UBDS	Up beam/down spread and egress. **Available only with MHT6EB.**

LAMP/BALLAST	
39MHT6EB	39 watt electronic metal halide 120 thru 277 volt ballast. Use G12 base, T-6 ceramic lamp.
70MHT6EB	70 watt electronic metal halide 120 thru 277 volt ballast. Use G12 base, T-6 ceramic lamp.
35R111EB	35 watt electronic metal halide R111, 120 thru 277 volt ballast.
70R111EB	70 watt electronic metal halide R111, 120 thru 277 volt ballast.
50PLL	50 watt PL-L compact fluorescent ballast, 120 thru 277 volt ballast. Use 4-pin, 50 watt lamp.

DECORATIVE FASCIA OPTIONS	
SSRW	With stainless steel rods. No screen.
SSWD	Stainless steel rods with wide slot screen
SSNW	Stainless steel rods with narrow slot screen
SSPF	Stainless steel rods with perforated screen
SSCS	Stainless steel rods with custom screen*

* Contact factory for custom designs

OPTIONS	
FCO	Full cutoff shield. **Available with DB or DS.**
NEG	No egress lamp (blocked opening)
SSP	Decorative fascia screen in stainless steel

COLORS	
AWT	Arctic White
BLK	Black
MTB	Matte Black
DGN	Dark Green
DBZ	Dark Bronze
WRZ	Weathered Bronze
BRM	Metallic Bronze
VBL	Verde Blue
CRT	Corten
MAL	Matte Aluminum
MDG	Medium Grey
ATG	Antique Green
LGY	Light Grey
RAL/ PREMIUM COLOR	Provide a RAL 4 digit color number
CUSTOM COLOR	Please provide a color chip for matching



SSWD



SSNW

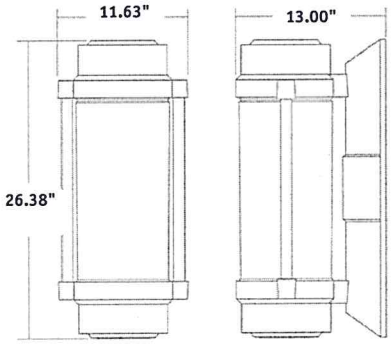


SSPF



SSCS

DIMENSIONS



VSCL

VSCL
Wt: 29 lbs

PLANNING BOARD REPORT
PORTLAND, MAINE

Mixed Use Retail and Office Building
16 Middle Street
Level III site Plan and Subdivision
2014-065
Bateman Partners, LLC Applicant

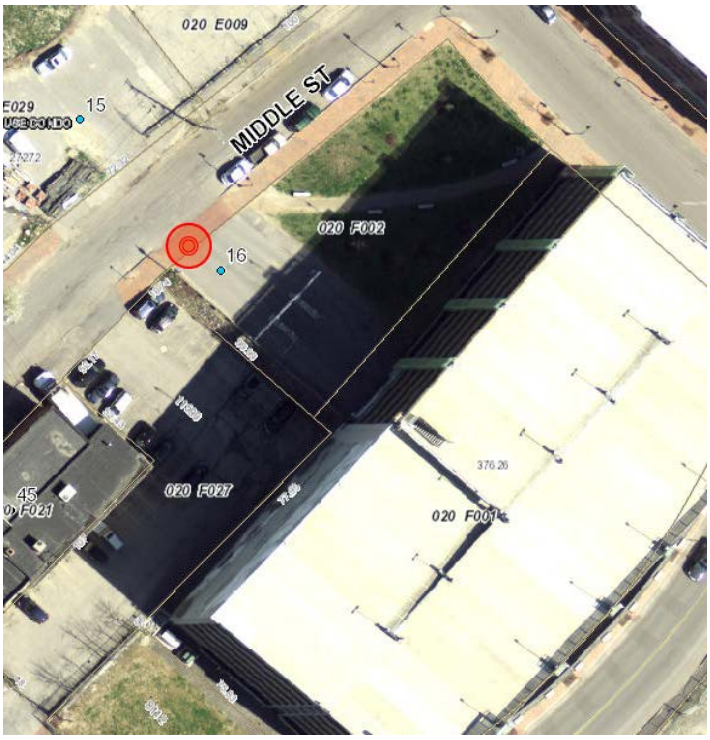
Submitted to: Portland Planning Board Public Hearing Date: May 26, 2015	Prepared by: Shukria Wiar, Planner Date: May 22, 2015

I. INTRODUCTION

Bateman Partners, LLC has submitted a Level III Subdivision and Site Plan Application for a review of the property located at 16 Middle Street. The applicant proposes to construct a five story mixed use building that contains 5,305 square feet of retail use on the first floor and four professional office condominium units on the second through fifth floors (one per floor). A total building floor area is 49,875 square feet, with a footprint of 7,250 square feet.

The development site is located within the B5-b zone, and the proposed development complies with the permitted uses within the zone. The proposed development site is located on the corner of Middle and Hancock Streets. Micucci's Grocery is located directly west of the property. This proposal is being reviewed by the Planning Board under the Land Use Code Section 14-497 (Subdivision Ordinance), Section 14-526 (Site Plan), and Traffic Movement Permit (delegated authority from the State). The project will also be reviewed against the B5-b Urban Commercial Business Zone standards of the Design Manual.

This parcel was designated as a potential development site for the Longfellow Residence and Retail Project, which was proposed by Riverwalk LLC. The site plan and subdivision was approved on April 25, 2006. The subdivision for the project was recorded in the Cumberland County Registry of Deeds on January 29, 2007. The Planning Board approvals for the site plan have expired for that project. The Planning Board held a workshop on this new item on June 20, 2014.



Applicant: Bateman Partners, LLC, represented by Nathan Bateman

Consultants: Joseph A. Laverriere, P.E., Fay, Spofford & Thorndike; David Lloyd, Archtype Architect; John Swan, Owen Haskell, Inc; Ronald Ward, Drummond Woodsum

Required Reviews:

Review	**Applicable Standards**
Subdivision (Article IV)	The term subdivision shall also include the division of a new structure into three (3) or more dwelling units within a five-year period, this application is subject to Subdivision Review under Article IV of the Land Use Code, § 14-491 – 14-520. The applicant is proposing to sell the office space as condominium units, thus subdivision review is required.
Site Plan (Article V)	This application qualifies as a Level III Site Plan requiring Planning Board approval; the application is subject to Site Plan Review under Article V of the Land Use Code, § 14-521 – 14-540.
Traffic Movement Permit	The proposed development requires a State of Maine Traffic Movement Permit (TMP) as it generates more than 100 trips. The TMP would be issued by the City under delegated authority.
Design Manual	B5-b Urban Commercial Business Zone
Waiver Requests	**Applicable Standards**
Street Trees – 5 trees required, 2 existing to remain Waiver of three trees through the submission of a financial contribution of $600 ($200/tree).	*Site Plan Standard (Section 14-526(b)2.b(iii)),* requiring street trees 30 to 45 feet apart on center
Site Lighting: Illumination Levels and Light Trespass to allow localized highs up to 7.1 foot candles in approximately three locations under wall mounted lights and two small areas of trespass along the north and east boundary.	*Technical Manual Sections 12.2.3 Illumination Levels and 12.2.5 Light Trespass* which specify a maximum illumination level of 5.0 foot candles within the site and a maximum of .1 foot candle at the property line.

II. PROJECT DATA

Existing Zoning:	B-5b
Existing Use:	Vacant Lot
Proposed Use:	Mixed Use Building
Existing and proposed number of lots:	One
Proposed number of Condominiums:	Five
Parcel Size:	12,116 sq.ft.
Impervious Surface Area: Existing:	4,850 sq. ft.
Impervious Surface Area: Proposed	11,700 sq. ft.
Impervious Surface Area: Net Change	+6,850 sq. ft.
Total Disturbed Area:	8,000 sq. ft.
Existing Building Area:	0
Proposed Building Area:	49,875 sq. ft.
Proposed Building Net Change:	49,875 sq. ft.
Existing Building Footprint:	0
Proposed Building Footprint:	7,250 sq. ft
Proposed Residential Units:	0
Building Height:	65’
Parking Spaces proposed:	140 (lease agreement in Ocean Gateway Garage)

Number of Handicapped Spaces:	*Provided within the Ocean Gateway Garage*
Bicycle Parking Spaces Existing:	0
Bicycle Parking Spaces Proposed:	22 (8 retail, 14 office)
Estimated Cost of Project:	$8,750,000
Uses in Vicinity:	The site is adjacent to the Ocean Gateway Garage. Across Middle Street is the Bay House and across Hancock Street is the Residence Inn. Shipyard brewery is also in the vicinity of the site. Adjacent zones are C52, B6, B3, B2b.

III. EXISTING CONDITIONS

The existing site was previously developed with a building associated with the American Hoist & Derrick Company; however, this building was razed with only remnants of the foundation visible on the site. After demolition, the site was graded to create a grassed open space area with several small trees, benches, and gravel walking path that traverses the site. The Middle Street access drive to the Ocean Gateway Garage crosses the southwesterly side of the site through a 50' wide access easement.



The land area slopes northwest to southeast towards the Ocean Gateway Garage parcel with approximately four (4) feet of grade differential.

This parcel was designated as a potential development site for the Longfellow Residence and Retail Project, which was proposed by Riverwalk LLC and approved in 2006. The Planning Board approvals for the site plan have expired for that project and Bateman Partners, LLC has obtained an option to purchase this separate parcel.

IV. PROPOSED DEVELOPMENT

The proposed development site is located on the corner of Middle Street and Hancock Street Extension. Ocean Gateway Garage is located directly southeast of the property. The proposal seeks to develop the property with a five story mixed-use development that will contain two retail units on the first floor and four office condominium units on the second through fifth floors with one unit per floor. The ground floor of the building has a footprint of 7,250 square feet with 5,305 square feet of retail space.



Both retail spaces have primary entrances fronting on Middle Street. The office units have a ground floor lobby with elevator access and a primary entrance fronting on Middle Street toward the western corner of the building.

The Applicant proposes to provide both retail tenants and office units with 140 spaces of existing parking in the

abutting Ocean Gateway Garage. There is no direct garage access from within the proposed building. The upper floors of the building are proposed to cantilever over the 50 foot wide driveway access leading to the garage.

Public utilities including water, sewer, natural gas, power and communications are readily available in the area. Electricity will be installed underground.

V. PUBLIC COMMENT

The legal ad appeared in the Portland Press Herald on May 18th and May 19th and was posted on the web site for the public hearing. A total of 125 notices were sent to property owners and the interested citizen list.

The applicant held the required neighborhood meeting on June 12th, 2014 and the neighborhood packet is included as part of the Applicant's submission, Attachment 3G.

As of the writing of this report, there have been no public comments received. For the workshop back in June of 2014, there were eight different submissions of public comment received by the Planning Office, one letter and 7 emails. To summarize, 7 submissions from residents of the Bay House expressed concerns regarding loss of green space, shadowing, and wind as a result of the proposed development; and have requested shadow and wind studies, and City consideration for purchase of the lot for green space. The letter expressed concerns regarding availability of short term parking for area businesses, visibility at the Middle and India Streets intersection, and availability of handicapped parking spaces.

VI. RIGHT, TITLE AND INTEREST AND FINANCIAL/TECHNICAL CAPACITY

a) The owner of the property is Eight Middle Land Company, LLC. The applicant has provided a copy of a Memorandum of Purchase Option Agreement with the property owner as well as the Quitclaim Deed with Covenant of the property owner, recorded at the Cumberland County Registry of Deeds (Book 30623 Page 314), which demonstrates their right, title and interest in the property.

b) The estimated cost of the development is $8,750,000. The applicant has submitted a letter from Michael P. O'Reilly of Bangor Savings Bank, dated May 2nd, 2014, stating the bank has a "high degree of interest in providing construction financing for the project" and has successfully worked with the Applicant in the past as demonstration of their financial and technical capacity to complete the proposed development.

VII. ZONING ASSESSMENT

ZONING REVIEW – Marge Schmuckal, Zoning Administrator, 6/3/14

This project for a 5 story building with 1st floor retail and offices above is located in the B-5b zone. On May 13th, the architect e-mailed me information concerning the average grade and the height of the building. The project exactly met the maximum 65' building height. The architect will need to confirm that height prior to any final Certificate of Occupancy with the Code Enforcement Officer.

The project is meeting all other dimensional requirements including the maximum front yard setback. It is noted that under section 14-332.1(g) there are no parking requirements under zoning for projects in the B-5 zone which I believe to include the B-5b.

All the HVAC system shall meet the maximum noise requirements of the B-5 zone. The zoning office will need verification that the sound levels are being met. All spec sheets shall address noise outputs in decibels.

VIII. DEVELOPMENT REVIEW

A. SITE PLAN SUBMISSION REQUIREMENTS (Section 14-527) and SUBDIVISION PLAT AND RECORDING PLAT REQUIREMENTS (Section 14-496)

The applicant has submitted a recording plat. The final plat will need to be revised to reflect any waivers and conditions of approval that relate to the subdivision plan. Any waivers granted must be recorded at the Registry

of Deeds within 90 days of a Planning Board decision.

In addition, the applicant is working with Jennifer Thompson, Associate Corporation Counsel, on the appropriate documentation needed on the plat and accompanying declaration or condominium documents for the underlying condominium ownership entities for the proposed project. A condition of approval is proposed that the final plat and/or condominium recording plat will be submitted for review and approval by the Planning Authority and Associate Corporation Counsel prior to recording. The declaration and condominium documents be submitted and is being reviewed by the Associate Corporation Counsel.

The final easements to provide public access and building footing easements shall be reviewed and approved by Corporation Counsel. The applicant and staff are working together to finalize the final language for the easements.

David Margolis-Pineo, Deputy City Engineer, has requested that the four property corners shall have property pins set by a registered land surveyor prior to issuance to the certificate of occupancy permit.

B. SUBDIVISION STANDARDS (Section 14-497)

The proposed development has been reviewed by staff for conformance with the relevant review standards of Portland's Subdivision Ordinance and applicable regulations. Staff comments are listed below.

1. *Will Not Result in Undue Water and Air Pollution (Section 14-497 (a) 1), and Will Not Result in Undue Soil Erosion (Section 14-497 (a) 4)*
   David Senus, P.E. Woodard and Curran, has reviewed the erosion and sediment control plan and finds the proposal to meet city standards. The staff finds the proposed project in conformance with this standard.

2. *Sufficient Water Available (Section 14-497 (a) 2 and 3)*
3. The project site does not currently have existing water service. There is an 8-inch diameter ductile iron water main on the west side of India Street and a public fire hydrant located across the street from the site. In a letter dated March 19, 2014 (Attachment 1O), the Portland Water District confirms that they will be able to serve the proposed project. The staff finds the proposed project in conformance with this standard.

4. *Will Not Cause Unreasonable Traffic Congestion (Section 14-497 (a) 5)*
   Tom Errico, P.E. Ty Lin has reviewed the proposal and his complete review is listed under the site plan standards. The proposed project is not anticipated to cause unreasonable traffic congestion. The staff finds the proposed project is in conformance with this standard.

5. *Will Provide for Adequate Sanitary Sewer and Stormwater Disposal (Section 14-497 (a) 6), and Will Not Cause an Unreasonable Burden on Municipal Solid Waste and Sewage (Section 14-497 (a) 7)*
   The City of Portland has not confirmed that the sewer system has sufficient capacity; a letter from Mr. Brancely with Department of Public Services will be required. David Senus, P.E. Woodard and Curran, has reviewed the stormwater management plan finds the proposal to meet city standards (Attachment 3). The staff finds the proposal is in conformance with this standard.

6. *Scenic Beauty, Natural, Historic, Habitat and other Resources (Section 14-497 (a) 8)*
   The proposal site is not within an historic district and is in an urban neighborhood surrounded by a variety of residential building types. The proposed building does not impact the natural beauty of the area or adversely affect any significant wildlife habitat, rare or irreplaceable natural areas, or any public access to the shoreline. The staff finds the proposal in conformance with this standard.
7. *Easements*
   The applicant is proposing two locations for public access easements to allow a public sidewalk to cross onto the private property. There will also be an utility easement on the site. The applicant will also need an

easement for the building footing into the public right-of-way. The staff finds the proposal in conformance with this standard subject to the following conditions of approval:

- The final easement language for the walks, utility, and building footings must be reviewed and approved by Corporation Counsel.
- The final plat shall depict these easements.

8. *Comprehensive Plan (Section 14-497 (a) 9)*

Goals and policies from the Comprehensive Plan which are relevant to the proposed map amendment have been included below:

Portland Housing Goal: Maintain and enhance the livability of Portland's neighborhoods as the City grows and evolves through careful land use regulations, design and public participation that respects neighborhood integrity.

Policies

- Encourage innovative new housing development, which is designed to be compatible with the scale, character, and traditional development patterns of each individual residential neighborhood.

- Encourage new housing development in proximity to neighborhood assets such as open space, schools, community services and public transportation.

- Ensure the integrity and economic value of Portland's neighborhoods.

9. *Financial Capability (Section 14-497 (a) 10)*

The estimated cost of the development is $8,750,000. The applicant has submitted a letter from Michael P. O'Reilly of Bangor Savings Bank, dated May 2nd, 2014, as demonstration of their financial and technical capacity to complete the proposed development.

C. SITE PLAN STANDARDS (Section 14-526)

The application has been reviewed and commented on by staff for conformance with the relevant review standards of Portland's Site Plan Ordinance and applicable regulations.

A. Transportation Standards

1. Impact on Surrounding Street Systems

The proposed development requires a Traffic Movement Permit (TMP) and the City has delegated authority to conduct the TMP reviews. Tom Errico, PE, consulting Traffic Engineer has had a scoping meeting on June 25, 2014. Mr. Errico's, Consulting Traffic Engineer, has reviewed the traffic movement permit and the final application submittal submitted on February 6, 2015; his comments are the following:

- I would like to gain a better understanding of the possible tenant types as it relates to the ground floor retail spaces. The applicant should provide information on anticipated retails uses.

  Status: The trip generation analysis was based upon a specialty retail use and seems representative of the project. I find the trip generation to be acceptable and would note that if traffic generation is significantly higher than predicted in the traffic study, the applicant would be required to modify their Traffic Movement Permit.

- The applicant conducted a Multi-Way STOP sign controlled warrant analysis at the India Street/Middle Street intersection. The conclusion was that while volumes met criteria, the delay on the minor street did not meet criteria. I need to continue to review analysis at this location as it relates to traffic control and improvement needs.

  Status: The applicant shall conduct a traffic monitoring study following project occupancy at the subject intersection as it relates installation of an All-Way STOP controlled intersection. The applicant shall also contribute $5,000.00 towards future multi-modal improvements at the subject intersection. I would note that the project is projected to add 46 vehicles in the AM peak hour and 48 vehicles in the PM peak hour.

- The applicant conducted a traffic capacity evaluation at the India Street/Fore Street intersection and concluded that excellent levels of service conditions are predicted for both existing and post-development conditions. Several years ago a traffic signal was programmed for installation, but given current conditions a traffic signal does not appear warranted. The applicant should provide an opinion as to whether a traffic signal would be warranted following project completion.

  Status: Based upon my review of traffic information, a traffic signal does not appear to be warranted. I have no further comment.

- The India Street/Fore Street intersection is classified as a High Crash Location. I will continue to review and provide any suggested requirements.

  Status: The applicant has noted that a pattern of angle collisions was identified. As a condition of approval the applicant should provide recommendations as it relates to mitigating the noted crash pattern. The applicant will be responsible for all costs associated with implementation of the mitigation strategy, if identified.

2. Access and Circulation

   a. Site Access and Circulation
   The site has frontage along Hancock and Middle Streets. The primary pedestrian doors to the first floor uses and the upper floor offices are accessed from the Middle Street sidewalk. No new vehicle access drives are proposed. The applicant is proposing to lease parking from the adjacent Ocean Gateway Garage, which has a driveway entrance and exit off Middle Street. The proposed building is cantilevered over the garage entrance way.

   b. Sidewalks and Street Right-of-way
   The applicant is proposing to construct new sidewalks along Middle and Hancock Streets. There is a sidewalk that extends to the building face along Hancock Street, which is on private property. The Planning staff is unclear on the benefit of the planters versus a wider and consistent sidewalk along Middle Street. Caitlin Cameron, Urban Designer, has reviewed the design of the building and offers the following recommendations:

   Staff requests that landscaping shown adjacent to retail facades be removed, especially on Middle Street. Although staff recognizes the intent was to ameliorate the inability to provide street trees in these locations, staff is not in support of placing landscaping between sidewalk and active ground floor facades. A wider sidewalk and easy access to the ground floor uses are preferred. City Arborist is amenable to removing the proposed landscaping.

The applicant has eliminated the planters from the site plan.

The applicant is proposing a grease trap per Department of Public Services requirement. The location of the grease trap has been moved to avoid the conflict with straddling the property line, thereby eliminating the need for an easement from the abutting property owner. As requested, the size of the grease trap has been increased to 1,000 gallons and the detail has been updated to reflect the City's standard requirements for grease traps.

3. Public Transit Access

The public transit access standard applies to projects that have in excess of 20,000 square feet and where the following criteria are met:

i. The development is proposed along an existing public transit route on a local principal or minor arterial roadway, as shown in the Federal Street Classification Map provided I Section 1 of the Technical Manual.

ii. The nearest existing transit shelter and/or bus pullout on the route is ¼ mile (1,320 feet) or more away from the closest primary building on the site, measured along rights-of-way.

The total floor area for the proposed structure is 49,875 sq. ft. While it exceeds the 20,000 sf threshold, Middle Street is not on a transit route and thus this standard does not apply. The staff notes that Metro Route 8 and 8a provide service on India Street, which is approximately 300 feet from the site.

4. Parking

a. Location & Required Number of Vehicle Parking Spaces

The Applicant has submitted a copy of Parking Lease agreement between Ocean Gateway Garage LLC and Eight Middle Land Company, LLC (property owner) for 140 parking spaces to serve the proposed development. As the upper 4 floors of the development are to be office units (condominiums), not lease tenants of the building, it unclear how the existing lease agreement can guarantee parking requirements will be met by future owners of the office units.

Additionally, per the lease agreement, the 140 spaces will not be designated so staff is unable to determine if handicapped parking requirements have been met.

The B-5b zone does not have a requirement for parking. Mr. Errico, Traffic Engineer, has reviewed the parking demand for this project and finds the amount of parking spaces to be acceptable. See his comment below:

- The applicant will be satisfying parking demand for the project by leasing 124 parking spaces for the Middle Street project and 44 parking spaces for the Fore Street project in the Ocean Gateway garage and this supply meets zoning requirements. The traffic study notes that 239 parking spaces will be deeded from the garage and clarification should be provided. My initial reaction is an adequate parking supply will be provided, but how parking will be integrated into a TDM Plan needs to be assessed.

Status: I find parking conditions to be acceptable and I have no further comment.

b. Location & Required Number of Bicycle Parking Spaces

The plans show bicycle rack along the sidewalk leading to the parking garage near the utility room and there are bike racks proposed near the entrances to the building. There was some concern about the security and safety of the seven bicycle racks next to the garage driveway. A lighting plan has been provided to address these concerns. The plan now shows this area to be fully lit.

There are two bike racks being proposed at each entrance on Middle Street and Hancock Street for a total of four racks. These racks are in the right-of-way and will become the City infrastructure. The bike racks shall meet City standards to be located in the right-of way.

5. Transportation Demand Management (TDM)
The traffic demand management plans are required for projects in the B-7 zone, commercial and institutional uses with over 50,000 square feet, or commercial or institutional uses designed to accommodate 100 or more employees or students. The proposed building is in the B-5b zone and is just under the size threshold with 49,875 square feet. It has been determined that a TDM plan is needed during the TMP scoping. Mr. Errico has reviewed the TDM plan and offers the following comment:

- A TDM plan shall be provided for review and comment.

Status: I have reviewed the TDM Plan and find it to be acceptable. The applicant will be responsible for conducting an annual survey and adjust the Plan as necessary. I have no further comment.

B. Environmental Quality Standard

1. Preservation of Significant Natural Features
The site was previously developed and the structure was demolished. The site was stabilized with grass, a few trees, and several benches. There are no significant natural features on the site.

2. Landscaping and Landscape Preservation
Jeff Tarling, City Arborist, reviewed the initial plan on May 30th and his comments are below:

Both of these projects 185 Fore Street and 16 Middle Street need to have three trees planted at each site. At 16 Middle Street three trees along the Middle Street frontage. Due to the recent tree problems at a nearby project that was unable to plant 8 trees due to underground utilities, we have six NEENA tree grates and guards in the City's possession that can be used for this project. It will offer uniformity. We can work with the project team to decide on the recommended tree type. Need to review the sunlight and space availability.

In response to initial staff comment the Applicant met with City Arborist Jeff Tarling to assess the site conditions for street trees. Together they arrived at proposing to install planters along the building instead of street trees. As noted above, the Planning staff question whether the planters along Middle Street are appropriate and whether maintaining a wider sidewalk is preferable. Currently based on Ms. Cameron's comments, the planters have been removed and Mr. tarlinf has agreed with this approach at a staff meeting. Two street trees will remain on Hancock Street and a waiver will be required for the trees that cannot be provided on site.

3. Water Quality, Storm Water Management and Erosion Control
David Senus, PE, Woodard and Curran, reviewed the initial plan and his comments are included as Attachment 1. The plans have been revised and Mr. Senus has review of the latest submission and plans are meeting stormwater standards. The applicant will need to enter a stormwater maintenance agreement, which the applicant is working on.

C. Public Infrastructure and Community Safety Standards

1. Consistency with Master Plans
This property falls within the Eastern Waterfront and as such, is subject to the Master Plan and Design Guidelines for the Eastern Waterfront. The project is consistent with applicable guidelines as outlined

below but especially meets the intent of the Master Plan as an infill development project of mixed-use of commercial and office space and with shared parking infrastructure. The project does not impact public view corridors or access to the waterfront.

A3. Sidewalks – the project maintains the current sidewalk widths; street trees are provided on Hancock Street though would also be desirable on Middle Street; Street lights will be maintained on Middle Street; Bicycle parking is provided near building entrances.

A6. Underground Utilities – All utilities associated with this project are underground.

A8. Bicycle Safety – The project provides bicycle parking on-street near building entrances. The bike racks shall meet City Technical Standards to be located in the right-of way.

B1. Contextual Design – The infill nature of this development regulates the size and mass of the building footprint. The surrounding buildings vary in scale, use, and form and the proposal is able to transition both in scale and architecture expression between the garage and smaller, historic buildings like Micucci's. The building meets the street edge and creates a desirable street wall. The building entrances are oriented to the street. The ground floor uses storefront design principles and adds to the pedestrian environment.

The India Street Sustainable Neighborhood Plan is being developed and has not been adopted at this date however, this project falls within the intent of that planning process in that it adds to the active street wall of Middle Street, is of a desirable height and scale, and shares parking infrastructure rather than creating more parking space.

2. Public Safety and Fire Prevention
   a) Crime Prevention through Environmental Design
   The applicant has submitted a lighting plan. Safety along the path behind the building and where the bicycle racks are proposed were of concern. The lighting plan is now showing adequate illumination of these areas.

   b) Adequate Emergency Vehicle Access

   Captain Chris Pirone, Fire Department had requested the Fire Department Access shall have an unobstructed vertical clearance of not less than 13 feet 6 inches. The Applicant has responded that "A minimum clearance of 13"-6" will be provided beneath the portion of the building constructed over the driveway connection to the Ocean Gateway Garage" and is reflected in the A2.1 Buildings Elevations Plan drawings.

   c) Consistency with Public Safety Standards

   The Applicant did respond to Fire Department staff comment. Comments regarding the Construction Management Plan were added by the Applicant to drawing C1.1 General Notes and Legend. Captain Keith Gautreau has reviewed the Applicant's responses to Fire Department comments from June 1, 2014 and is satisfied.

   Mr. Errico, Traffic Engineer has also reviewed the Construction Management Plan and finds it acceptable with the following comment:

   > The construction management plan for 18 Middle Street is acceptable. It should be noted that all temporary sidewalk facilities need to be ADA compliant and have MUTCD compliant signage. Additionally, final review and approval of the Middle Street roadway width (22

feet) will be required by DPS staff before construction begins. I would also note that the temporary sidewalk must be ADA compliant.

d) Availability and Adequate Capacity of Public Utilities
The City of Portland has not confirmed that the sewer system has sufficient capacity; a letter from Mr. Brancely with Department of Public Services will be required.

e) Trash and Recycling
The Applicant has stated that waste will be collected by building custodial staff and hauled via roll-off containers for temporary storage within the trash room as soon on the site plan.

D. Site Design Standards

1. Massing, Ventilation and Wind Impact
The project as proposed does not trigger the requirement for an assessment of the wind impact. At the workshop, the Planning office had received public comment raising concerns about the impacts. As of this writing this report, no additional public comments have been submitted.

Shadows
The project as proposed does not trigger the requirement for a shadow study. At the workshop, the Planning office had received public comment raising concerns about the impacts of shadows on the Bay House. As of this writing this report, no additional public comments have been submitted.

2. Snow and Ice Loading
According to the applicant, due to the proposed site development proposal, very little snow removal will be required (i.e.majority of site will be covered with building with flat rooftop). Snow removal from the sidewalk along the rear of the building will be towards the adjacent open lawn area. Any snow removal from the entrance to the parking garage will be towards the southwest side of the site. If necessary, snow will be hauled away from the site.

3. View Corridors
The proposed building does not block any designated view corridors.

4. Historic Resources
The site is not within a Historic District and it is not within 100 feet of a historic preservation district. As part of the India Street neighborhood planning effort, an India Street district is being considered, which does not incorporate this site in the concept.

5. Exterior Lighting
The Applicant has provided more detail in the electrical site plan including photometrics for proposed lighting. The plan is showing three different fixtures being proposed for the site. The fixtures are supposed to be full-cut offs. These fixtures are not anticipated to cause undue glare or problems to sensitive areas.

Safety along the path behind the building and where the bicycle racks are proposed were of concern. The lighting plan is now showing adequate illumination of these areas. Having said this, the plan is not meeting the City's standard of foot candles at the property lines and a waiver of the cutoff fixture requirement is provided in the motions.

6. Noise and Vibration
All heating, ventilation and air conditioning equipment (HVAC), air handling units (AHU), emergency generators, and similar equipment will have to be shown on the plans and meet state and federal emissions requirements. The mechanical equipment should be located to the interior of the

site, away from abutting residential properties and be screened from view from any public street and from adjacent sites by structure walls, evergreen landscaping, fencing, masonry wall or a combination thereof. This information will have to be submitted for review.

7. Signage and Wayfinding
This standard is not required for this project.

8. Zoning Related Design Standards
On Wednesday, February 25, a design review according to the *City of Portland Design Manual* Standards was performed for the revised application materials for the proposed new construction of a commercial building at 16 Middle Street. The review was performed by Caitlin Cameron, Urban Designer and Alex Jaegerman, Division Director within the Planning Division of the Department of Planning & Urban Development. The project was reviewed against the *B5b Urban Commercial Business Zones Design Standards* (Section (c) of the Design Manual) and also took into consideration the previous design review comments from 5/29/15.

Design Review Comments *(red text denotes standards that require revision)**:***
Standard 1a. Shared Infrastructure – Met – Project uses adjacent parking structure to meet on-site parking requirement.

Standard 1b. Relationship to Street – Building is set close to property line on all frontages including corner. Staff requests that landscaping shown adjacent to retail facades be removed, especially on Middle Street. Although staff recognizes the intent was to ameliorate the inability to provide street trees in these locations, staff is not in support of placing landscaping between sidewalk and active ground floor facades. A wider sidewalk and easy access to the ground floor uses are preferred. City Arborist is amenable to removing the proposed landscaping.

Staff Update: The plans have been amended based on staff comments above.

Standard 1c. Building Orientation – Met – Strong orientation to Middle Street is provided with retail frontage as well as principal building entrance. Visual transmittance of glass should be .7 or higher at ground floor.

Standard 1d. Parking Lots – Not applicable

IX. PROPOSED MOTIONS

WAIVERS
On the basis of the application (2014-065) plans, reports and other information submitted by the applicant, findings, recommendations, contained in the Planning Board Report for the mixed-use retail and office building site plan and subdivision (application 2014-065), including but not limited to Section VIII Technical Waivers, of the report and the staff reviews relevant to Portland's Technical and Design Standards and other regulations, as well as the Planning Board deliberations and the testimony presented at the Planning Board hearing, the Planning Board finds the following:

1. *Street Trees*
The Planning Board (***finds/does not find***) that the applicant has demonstrated that due to site constraints preventing the planting of required street trees in the right of way, the requirements of Section 14-526(2)(b)(iii) of the Site Plan Ordinance cannot be met; and the Board ***(finds/does not find)*** that the applicant has satisfied the waiver criteria set out in Section 14-526(2)(b)(iii)(b) with the monetary contribution to the tree fund of $200 per tree for three (3) trees for a total of $600. The Planning Board therefore (***waives/does not waive***) Section 14-526 (b)(2)(b)(iii) Street Trees of the Site Plan Ordinance.

2. *Site Lighting:*

The Planning Board (**waives/does not waive**) the Technical Standard, Sections 12.2.3 Illumination Levels and 12.2.5 Light Trespass, to allow three locations near the building where maximum light levels are exceeded by up to 7.1 foot candles, and to allow some minor trespass at the property boundaries that benefit the pedestrian areas.

TRAFFIC MOVEMENT PERMIT

That the Planning Board finds that the proposed plan [**is/is not**] in conformance with 23 MRSA 704-A and Chapter 305 Rules and Regulations pertaining to Traffic Movement Permits.

Potential conditions of approval:

i. That the applicant shall contribute $5,000 to an account maintained by the City that will be used to fund traffic improvements to the intersection at India/Middle Street.

SUBDIVISION PLAT

On the basis of the application (2014-065), plans, reports, and other information submitted by the applicant, findings and recommendations contained in Planning Board Report for application 2014-202 relevant to the Subdivision Ordinance, the MaineDEP Chapter 500 Stormwater Management Standards relative to Stormwater Permits under delegated review, and other regulations, as well as the Planning Board deliberations and the testimony presented at the Planning Board hearings, the Planning Board finds the following:

That the plan **(is/is not)** in conformance with the subdivision standards of the land use code, subject to the following conditions;

1. The final plat and/or condominium plat, along with accompanying condominium documents, shall be submitted for review and approval by the Planning Authority, Department of Public Services, and Associate Corporation Counsel prior to recording.
2. That the following shall be finalized to the satisfaction of the Corporation Counsel prior to the issuance of a Certificate of Occupancy:
    a. Public access
    b. Building footing easements
    c. Stormwater management agreement
3. The recording plat shall depict the building foundation and utility easements.
4. The four property corners shall have property pins set by a registered land surveyor prior to issuance to the certificate of occupancy.
5. The recording plat shall be revised noting all waivers and conditions for review and approval by the Planning Authority prior to recording. All waivers shall be recorded within 90 days of the Planning Board approval.

LEVEL III SITE PLAN

On the basis of the application (2014-065), plans, reports, and other information submitted by the applicant, findings and recommendations contained in Planning Board Report for application 2014-065 relevant to the Site Plan Ordinance, the MaineDEP Chapter 500 Stormwater Management Standards relative to Stormwater Permits under delegated review, and other regulations, as well as the Planning Board deliberations and the testimony presented at the Planning Board hearings, the Planning Board finds the following:

That the plan **(is/is not)** in conformance with the site plan standards and all other applicable provisions of the land use code, subject to the following conditions:

1. The applicant shall conduct a traffic monitoring study following project occupancy at the subject intersection as it relates installation of an All-Way STOP controlled intersection. The applicant

shall also contribute $5,000.00 towards future multi-modal improvements at the subject intersection prior to the issuance of a building permit.

2. The applicant has noted that a pattern of angle collisions was identified. The applicant shall provide recommendations as it relates to mitigating the noted crash pattern prior to the issuance of a certificate of occupancy. The applicant shall be responsible for all costs associated with implementation of the mitigation strategy, if identified.

3. The applicant shall be responsible for conducting an annual survey and the Traffic Demand Plan be adjusted as necessary.

4. The Construction Management Plan shall include the final details of the temporary barrier protected sidewalk to be approved by the Department of Public Services prior to issuance of a building permit. This temporary sidewalk shall be ADA compliant and shall have MUTCD compliant signage.

5. The applicant and all assigns shall comply with the conditions of Chapter 32 Stormwater including Article III, Post-Construction Storm Water Management, which specifies the annual inspections and reporting requirements. The developer/contractor/subcontractor must comply with conditions of the submitted Stormwater Management and Stormwater Pollution Prevention Plans (dated July 2014 and revised April 2015) and the approved plans, and meet City standards and state guidelines.

6. The applicant shall submit a sanitary sewer capacity letter from the Department of Public Services confirming that the sewer system has sufficient capacity, prior to the issuance of building permit.

7. All HVAC systems and external mechanical equipment shall meet the maximum allowable noise requirements of the zone; each unit shall submit documentation of dBA output to confirm compliance of both the unit and the building in respect of rated noise levels and cumulative noise levels, to the satisfaction of the Zoning Administrator prior to the issuance of a Building Permit for that unit.

8. The bicycle racks shall meet City's Technical Standards to be located in the right-of way.

9. The project is exactly meeting the maximum 65' building height; the architect shall confirm the height of the proposed building prior to any final Certificate of Occupancy.

Attachments:

Planning Board Report Attachments

1. Traffic Engineering Review (Tom Errico, T Y Lin), comments dated May 20, 2015
2. Department of Public Services Review, David Margolis-Pineo, dated May 21, 2015
3. Civic Engineer Review, David Senus, dated April 30, 2015
4. Urban Designer Review, Caitlin Cameron, dated February 25, 2015
5. Captain Keith Gautreau, dated May 5, 2015

Public Comments

PC1 Stephen R. Andrew of Health Education and Training Institute, dated June 4, 2014
PC2 David Smith dated June 2, 2014
PC3 Linda Guerra dated June 4, 2014
PC4 Lolisa Windover dated June 3, 2014

PC5 Otty Merrill dated June 7, 2014
PC6 Rick Huleatt dated June 14, 2014
PC7 Robin McCarthy dated June 4, 2014
PC8 Rosemary Schmidt dated June 16, 2014

Applicant's Submittal

1. Cover letter dated February 6, 2015
   A. Architectural Rendering
   B. Site Plan Application
   C. Response to Staff Comments on Preliminary Application
   D. Development Description
   E. Existing Site Photographs
   F. Owner's Association Documents
   G. Right, Title and Interest
   H. Purchase Option Agreement
   I. Lease Parking Agreement
   J. Technical and Financial Capacity
   K. Letter of Financial Capacity
   L. Construction Management Plan
   M. Stormwater Management
   N. Utilities
   O. Correspondence with Utilities
   P. Solid Waste
   Q. Fire Safety
   R. Conformity with Applicable Design Standards
   S. Verification of Proposed HVAC Equipment

2. Traffic Impact Study dated February 6, 2015

3. Cover Letter dated April 15, 2015
   A. Response to Staff Comments
   B. Revised Inspection & Maintenance Manual
   C. Fabco Stormbasin Maintenance Guide
   D. Fabco Model 10080-1 StormBasin Cartridge Filter Unit Cut Sheet
   E. Abutters Agreement by and Between Ocean Gateway Garage LLC and Eight Middle Land Company LLC
   F. Traffic Demand Management Plan
   G. Neighborhood Meeting
   H. Lighting Catalogue Cuts

Plans

Plan1 C1 Cover Sheet
Plan2 C1.1 General Notes & Legend
Plan3 C2 Boundary & Topographic Survey
Plan4 C2 Cover Sheet
Plan5 C2.1 Amended Recording Plat 16 Middle
Plan6 C2.1 Existing Conditions & Demolition Plan
Plan7 C2.2 Existing Conditions & Demolition Plan
Plan8 C2.3 Construction Management Plan
Plan9 C3 Site Layout Plan

Plan10	C4 Grading & Drainage Plan
Plan11	C5 Utility Plan
Plan12	C6 Pavement Curb & Sidewalk Details
Plan13	C6.1 Utility & Miscellaneous Details
Plan14	C6.2 Utility & Miscellaneous Details
Plan15	C6.2 Utility Details
Plan16	E1.02 Electrical Site Plan
Plan17	L1.0 Middle Street Landscape Plan
Plan18	Landscape Plan
Plan19	16 Middle St Photometric
Plan20	A1.1 First Floor Plan
Plan21	A1.2 Typical Floor Plan
Plan22	A2.2 Building Elevations
Plan23	A2.1 Building Elevations
Plan24	A2.2 Building Elevations
Plan25	16 Middle Street
Plan26	Hancock St - View 1
Plan27	Context Perspective 1
Plan28	Context Perspective 2

From: Tom Errico <thomas.errico@tylin.com>
To: Shukria Wiar <SHUKRIAW@portlandmaine.gov>
CC: David Margolis-Pineo <DMP@portlandmaine.gov>, Katherine Earley <KAS@portlandmaine.gov>, Jeff Tarling <JST@portlandmaine.gov>, "JeremiahBartlett" <JBartlett@portlandmaine.gov>
Date: 5/20/2015 5:06 PM
Subject: 16 Middle Street and 185 Fore Street - Final Traffic Comments

Shukria - I have reviewed project information and the following is a status update of my February 27, 2015 comments and represents my final comments.

· I have reviewed the traffic study prepared by Bill Bray, PE and find the methods and contents to be reasonable and I have the following comments.

§ I would like to gain a better understanding of the possible tenant types as it relates to the ground floor retail spaces. The applicant should provide information on anticipated retails uses.
Status: The trip generation analysis was based upon a specialty retail use and seems representative of the project. I find the trip generation to be acceptable and would note that if traffic generation is significantly higher than predicted in the traffic study, the applicant would be required to modify their Traffic Movement Permit.

§ The applicant conducted a Multi-Way STOP sign controlled warrant analysis at the India Street/Middle Street intersection. The conclusion was that while volumes met criteria, the delay on the minor street did not meet criteria. I need to continue to review analysis at this location as it relates to traffic control and improvement needs.
Status: The applicant shall conduct a traffic monitoring study following project occupancy at the subject intersection as it relates installation of an All-Way STOP controlled intersection. The applicant shall also contribute $5,000.00 towards future multi-modal improvements at the subject intersection. I would note that the project is projected to add 46 vehicles in the AM peak hour and 48 vehicles in the PM peak hour.

§ The applicant conducted a traffic capacity evaluation at the India Street/Fore Street intersection and concluded that excellent levels of service conditions are predicted for both existing and post-development conditions. Several years ago a traffic signal was programmed for installation, but given current conditions a traffic signal does not appear warranted. The applicant should provide an opinion as to whether a traffic signal would be warranted following project completion.
Status: Based upon my review of traffic information, a traffic signal does not appear to be warranted. I have no further comment.

§ The India Street/Fore Street intersection is classified as a High Crash Location. I will continue to review and provide any suggested requirements.
Status: The applicant has noted that a pattern of angle collisions was identified. As a condition of approval the applicant should provide recommendations as it relates to mitigating the noted crash pattern. The applicant will be responsible for all costs associated with implementation of the mitigation strategy, if identified.

· The applicant will be satisfying parking demand for the project by leasing 124 parking spaces for the Middle Street project and 44 parking spaces for the Fore Street project in the Ocean Gateway garage and this supply meets zoning requirements. The traffic study notes that 239 parking spaces will be deeded from the garage and clarification should be provided. My initial reaction is an adequate parking supply will be provided, but how parking will be integrated into a TDM Plan needs to be assessed.
Status: I find parking conditions to be acceptable and I have no further comment.

· Greater detail is required for the Construction Management Plan. Specific details on how pedestrian and roadway conditions will be managed during construction.
Status: The construction management plan for 18 Middle Street is acceptable. It should be noted that all temporary sidewalk facilities need to be ADA compliant and have MUTCD compliant signage. Additionally, final review and approval of the Middle Street roadway width (22 feet) will be required by DPS staff before construction begins. The applicant is proposing a temporary barrier protected sidewalk for 185 Forest Street. I find the plan to be acceptable with final details of the barrier to be approved by DPS prior to construction. I would also note that the temporary sidewalk must be ADA compliant.

· A TDM plan shall be provided for review and comment.
Status: I have reviewed the TDM Plan and find it to be acceptable. The applicant will be responsible for conducting an annual survey and adjust the Plan as necessary. I have no further comment.

· I would suggest that the driveway apron on Fore Street be designed such that it favors the sidewalk and pedestrian use rather that vehicle movements, which is expected to be minimal.
Status: The applicant has revised the plan and I have no further comment.

If you have any questions or comments, please contact me.

Best regards,

Thomas A. Errico, PE
Senior Associate
Traffic Engineering Director
[T.Y. Lin International]T.Y. Lin International
12 Northbrook Drive
Falmouth, ME 04105
207.781.4721 (main)
207.347.4354 (direct)
207.400.0719 (mobile)
207.781.4753 (fax)
thomas.errico@tylin.com<mailto:thomas.errico@tylin.com>
Visit us online at www.tylin.com<http://www.tylin.com>
Twitter | Facebook | LinkedIn | YouTube

"One Vision, One Company"

Please consider the environment before printing.

From: David Margolis-Pineo
To: Barbara Barhydt; Shukria Wiar
CC: DEVELOPMENT REVIEW GROUP
Date: 5/21/2015 12:09 PM
Subject: Review comments for 16 Middle St

The following comments have been placed in Urban Insight.

February 26, 2015
May 21, 2015

Memo To: Shukria Wiar
Barbara Barhydt
From: David Margolis-Pineo
Re: 16 Middle Street – Review Comments 2014-065
Department of Public Services

1. Applicant will need to execute a pedestrian access easement with the City to allow public access where the proposed sidewalk encroaches the applicant's property.
The applicant has noted this requirement. However an easement should be in place prior to issuance of a Building Permit.
2. Bike parking should be added in front of the proposed retail on Middle St and located towards the back of the sidewalk and away from the curb line.
Bike rack spacing guidelines:
· If bike racks are located next to and parallel to the building, they shall be a minimum of 30" from the building (36" preferred). The minimum spacing between racks (on center) shall be 6'.
· If bike racks are located next to and perpendicular to the building, they shall be a minimum of 48" (on center) from the building (60" preferred). The minimum spacing between racks (on center) shall be 36" (48" preferred).
· If bike racks are placed at the curb and parallel to the curb, they shall be located a minimum of 24" from the back of curb (36" preferred). The minimum spacing between racks (on center) shall be 6'. They should be placed/spaced to avoid car doors opening based upon expected parking spacing.
Bike racks be may not be placed when bicycles are parked to reduce the clear sidewalk width below 5'.
The applicant has complied with this request.
3. If the proposed build's footings encroaches the street right of way, an easement from the City will be required. A license is proposed.
The applicant has noted this requirement. However an easement should be in place prior to issuance of a Building Permit.
4. The four property corners shall have property pins set by a registered land surveyor prior to issuance of a occupancy permit.
The applicant has agreed to this requirement.
5. Both of the proposed cross walk ramps at the corner of Hancock and Middle Street shall meet current City of Portland standards and ADA standards. Cross walk marking in detail on Sheet C6.2 is incorrect. Please refer to Figure I-22 in the City's Technical Manual.
The applicant has stated that the cross walk ramps have been designed meeting required City standards. The applicant also shows on sheet C3.0 crosswalk marking meeting city standards with a note to install these marking. It is understood the applicant will be required to install crosswalk markings.
6. Grading is proposed on land owned by the Ocean Gateway Garage LLC. The applicant will be required to obtain a grading easement to do this work. A utility easement will also be required for the stormwater detention unit.
The applicant states an Abutters Agreement exists allowing the above and that the Agreement has been submitted as attachment B.
7. A license agreement with the City will be required to locate the proposed planters on the Middle Street sidewalk. A license is proposed.
The applicant states the proposed planters are no longer planned.
8. Please be aware that the City of Portland requires concrete encasement around electrical conduits within the road right of way. Depth to top of encasement shall be 30".
A note has been added to Sheet C-6.1 requiring concrete encasement. Thank you
9. Middle Street adjacent to this project is a moratorium Street. This moratorium expires in 2019. The permanent repair will require an additional grind width from what is shown.

The applicant has pointed out that the above statement is incorrect. My apologies.

The Department has no further comments at this time.

COMMITMENT & INTEGRITY
DRIVE RESULTS

41 Hutchins Drive
Portland, Maine 04102
www.woodardcurran.com

T 800.426.4262
T 207.774.2112
F 207.774.6635

MEMORANDUM

TO: Shukria Wiar, Planner
FROM: David Senus, P.E.
DATE: April 30, 2015
RE: 16 Middle Street, Final Level III Site Plan and Subdivision Application

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Woodard & Curran has reviewed the Response to Comments on the Final Level III Site Plan and Subdivision Application for the proposed mixed-use building located at 16 Middle Street in Portland, Maine. The project consists of constructing a five story building with retail uses on the ground floor and professional office use on the upper floors. The project will result in a net increase in impervious area of 6,850 Square Feet.

Documents Reviewed by W&C

- Response to Comments Letter and Attachments dated April 15, 2015, prepared by FST on behalf of Bateman Partners, LLC.
- Engineering Plans, Sheets C-1.0, C-1.1, C-2.1–C-2.3, C-3.0, C-4.0, C-5.0, C-6.0-C6.2, REV. dated April 15, 2015, prepared by FST on behalf of Bateman Partners, LLC.

Comments

1) The Applicant had submitted a request for Ability to Serve sanitary sewer to the City Department of Public Services on March 11, 2014 and awaits response to that letter. The Applicant has indicated that a copy of the sewer Ability to Serve letter will be submitted to the Planning Office upon receipt in the near future.
2) All review comments contained in previous memorandums from Woodard & Curran (5/29/14; 7/2/14; 8/5/14; 2/25/15) have been adequately addressed.

Planning and Urban Development Department
Planning Division

Subject: B5b Urban Commercial Business Zones Design Review – 16 Middle St.

Written by: Caitlin Cameron, Urban Designer

Date of Review: Wednesday, February 25, 2015

On Wednesday, February 25, a design review according to the *City of Portland Design Manual* Standards was performed for the revised application materials for the proposed new construction of a commercial building at 16 Middle Street. The review was performed by Caitlin Cameron, Urban Designer and Alex Jaegerman, Division Director within the Planning Division of the Department of Planning & Urban Development. The project was reviewed against the *B5b Urban Commercial Business Zones Design Standards* (Section (c) of the Design Manual) and also took into consideration the previous design review comments from 5/29/15.

Design Review Comments *(red text denotes standards that require revision)**:***

B5b Urban Commercial Business Zones:
Standard 1a. Shared Infrastructure – Met – Project uses adjacent parking structure to meet on-site parking requirement.

Standard 1b. Relationship to Street – Building is set close to property line on all frontages including corner. Staff requests that landscaping shown adjacent to retail facades be removed, especially on Middle Street. Although staff recognizes the intent was to ameliorate the inability to provide street trees in these locations, staff is not in support of placing landscaping between sidewalk and active ground floor facades. A wider sidewalk and easy access to the ground floor uses are preferred. City Arborist is amenable to removing the proposed landscaping.

Standard 1c. Building Orientation – Met – Strong orientation to Middle Street is provided with retail frontage as well as principal building entrance. Visual transmittance of glass should be .7 or higher at ground floor.

Standard 1d. Parking Lots – Not applicable

From: Keith Gautreau
To: Shukria Wiar
CC: Craig Messinger
Date: 5/5/2015 2:41 PM
Subject: Fwd: RE: RE: Fire Comments for 16 Middle Street and 185 Fores Street

Hi Shukria,

I'm good with their responses to all of Chris's comments.

Thanks,
Keith

Keith Gautreau, Acting Asst. Chief
Fire Prevention/Community Outreach
Portland Fire Department
380 Congress Street
Portland, ME 04101
(207)874-8400
kng@portlandmaine.gov

PC 1

Caitlin Cameron - re: Construction 16 Middle Street

From: david smith <dlsmithmd57@yahoo.com>
To: "Ccameron@portlandmaine.gov" <Ccameron@portlandmaine.gov>
Date: 6/2/2014 7:03 PM
Subject: re: Construction 16 Middle Street
CC: "lyngugg@gmail.com" <lyngugg@gmail.com>

I am a resident of The Bay House. I lament the loss of the little park across the street. I certainly want shadow and wind studies performed before there's any construction...as it is, the wind already can whistle through here.

The "green space" has much more of a westerly than a northern exposure...the tallest tree there still had sunshine on it at 6pm this aft.

Thank you for your consideration.

Sincerely,

David & Elizabeth Smith
22 Hancock St Unit 501
Portland.

Health Education & Training Institute
25 Middle Street
Portland, Maine 04101
(207) 773-3275
www.hetimaine.org

June 4, 2014

Jeff Levine
Department Head
Planning and Urban Development Department
City of Portland

Mr. Levine,

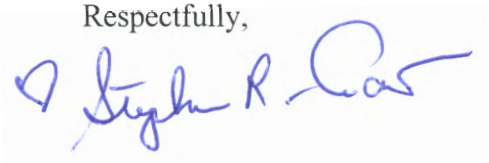
I am the resident owner of the office building at 25/27 Middle Street. I have received Planning Division notices about the planned building of more office and residential space in the immediate neighborhood. There are a number of small businesses, a detox clinic, a shelter, coffee shops, grocery stores that rely on short-term street parking: this also includes the wellness, mental health, and therapy practices of the tenants in my building.

If the neighborhood density is going to increase, the parking configuration needs to be changed to accommodate this increase. At present, much of the on street parking is used for long term vehicle storage by people who live on Peaks Island, or by residents of the new Bay House the development of which did not include ample parking capacity. None of the neighborhood businesses, with the exception of Micucci's Grocery, has off street parking. This lack of short-term neighborhood parking has been becoming more problematic for the fifteen small businesses occupying my building.

Before adding to the neighborhood, which we embrace, I hope you will consider changing the configuration of neighborhood on street parking, and also the configuration of the intersection of Middle and India Streets, which at present is quite dangerous because of a lack of visibility of oncoming traffic. In the process, would you also consider additional handicapped spaces; presently there is one. My suggestion would be to consider changing some of the long-term on street parking to shorter term, perhaps adding meters, to keep up with the changing nature of the India Street neighborhood; utilizing the on street parking resource to keep the neighborhood vibrant and supporting the continued viability of local small businesses.

Thank you for your consideration. If you would like to discuss any of these concerns, please feel free to give me a call at 233-0404.

Respectfully,



Stephen R. Andrew

PC 3

Caitlin Cameron - 16 Middle Street Project & India Neighborhood Green/Park Space

From: linda guerra <lyngugg@gmail.com>
To: Caitlin Cameron <CCameron@portlandmaine.gov>
Date: 6/4/2014 6:09 PM
Subject: 16 Middle Street Project & India Neighborhood Green/Park Space

Dear Caitlin,
As a resident/owner at Bay House, I would like to summarize my concerns regarding the proposed construction plan for 16 Middle Street.
- The proposed building elevation height of 65 feet exceeds the new building code of 45 feet in height for urban development in downtown Portland.
- The proposed building may block and/or decrease the current amount of sunlight on the existing structure of the Bay House, especially during the winter months when the sun is lower in the sky resulting in a negative solar impact on the residential dwellings at Bay House, especially the North building.
- The proposed building may block and/or significantly decrease the amount of coastal breeze/wind and negatively impact the residential dwellings at Bay House, especially the North building.

I am requesting that seasonal shadow and wind studies be conducted to assess the potential impact of the proposed building on the existing residential dwellings at Bay House.

Additionally, we discussed the lack of green/park space in the India Street Neighborhood. It is critical to the residents and pet owners that green space, even small parks be allocated for our neighborhood. I ask that consideration be made for purchasing this parcel of land as a park for the neighborhood and develop a square that is consistent with the other neighborhoods in the City.

Thank you for your time and consideration with these concerns and requests.

Sincerely,
Linda Guerra
22 Hancock St, Unit 201
Portland, ME 04101

PC 4

Caitlin Cameron - 16 Middle Street Project

From: lolisa windover <lolisawindover@gmail.com>
To: <ccameron@portlandmaine.gov>, <lyngugg@gmail.com>
Date: 6/3/2014 2:12 PM
Subject: 16 Middle Street Project

Dear Caitlin,

Within the last few months I have purchased two units in the Bay House Complex in Portland on Middle/Hancock Streets.
I am a single mom and my goal is to eventually be living full time in Portland and I invested in a second unit to use as an investment for my daughters with a short term goal of renting it and long term goal for at least one of them to live in Portland full time as well if the right job comes along. Trying hard to keep my girls in the State of Maine if possible! I have lived my entire life in Western Maine and my girls have encouraged me to experience the city of Portland and I am hoping the offerings and activities of this beautiful city will keep them here in our State. One of the things we fell in love with at the Bay House was as the light, one of the girls will be starting at Maine College of Art in the fall and is a born artist, what great light was the first thing she said on our initial visit. The ocean breeze and light make you forget you are often looking a mural of the ocean on the Ocean Gate Garage!

I would very much like to attend the meeting on June 4th to learn more about this project, however my artist is graduating from high school this Friday and the Candle light ceremony is the 4th. Can you please consider asking for a light and wind study on our behalf? I am not trying to stop people from doing what they do and I realize that growth is good, I am just nervous of the effects of this new project on the whole area, is it truly one of the tallest buildings around? Please let me know if there are future meetings showing the potential work and if there is anything we can do to keep the little view and wonderful light we have.

Thanks for your kind attention and look forward to meeting you at some point.
Most Sincerely,

Lolisa Windover

--
Love begins at home, and it is not how much we do... but how much love we put in that action.
~Mother Teresa

PC 5

From: Otty Merrill <ottymerrill@gmail.com>
To: <ccameron@portlandmaine.gov>
CC: <lyngugg@gmail.com>, Gail Landry <glandry@townandshore.com>, Sandy Johns...
Date: 6/7/2014 6:16 AM
Subject: 16 Middle Street - Shadow and Wind Studies

I'm writing you regarding the proposed project at 16 Middle Street. I am requesting that Shadow and Wind Studies be done on this project before it begins, so that the impact on abutters can be assessed. I just moved into 15 Middle Street, 4th floor, facing Middle Street. I would like to learn all I can about this project and future City meetings concerning this project. I hope you can steer me in the right direction. Thank you very much

PC 6

Caitlin Cameron - Proposed Construction for 16 Middle Street

From: rick huleatt <rhuleatt@gmail.com>
To: <ccameron@portlandmaine.gov>
Date: 6/14/2014 9:47 AM
Subject: Proposed Construction for 16 Middle Street

Dear Cameron:
I'm writing to express my support that shadow and wind studies be undertaken before beginning any construction at 16 Middle Street. My wife and I recently moved into a unit of the Bay House that directly faces the proposed project. Our concern is to make sure that any new construction does not impede the sunlight (especially during the winter months) or unduly limit the breeze we enjoy now that summer has arrived. It seems prudent to conduct these studies before the project gets underway. Thank you for your understanding and concern regarding this matter.
Sincerely,
Rick and Susan Huleatt
15 Middle Street
#402

PC 7

From: Robin McCarthy <robinmcc@maine.rr.com>
To: <ccameron@portlandmaine.gov>
Date: 6/4/2014 3:00 PM
Subject: 16 middle st

my name is Sybil R McCarthy and I live at 22 Hancock St # 502. I think it is important to do shadow and wind studies to determine the impact on our building at 22 Hancock St. My personal preference would be to have that area be green space; we have so little green space in the India St neighborhood.

Sincerely,
S R McCarthy
22 Hancock St
Ptld, ME 04101
207 650-0865
robinmcc@maine.rr.com

PC 8

Caitlin Cameron - PROPOSED CONSTRUCTION FOR 16 MIDDLE STREET OFFICE BUILDING/

From: Rosemary Schmidt <Rosemary.Schmidt@csulb.edu>
To: "ccameron@portlandmaine.gov" <ccameron@portlandmaine.gov>
Date: 6/16/2014 10:55 AM
Subject: PROPOSED CONSTRUCTION FOR 16 MIDDLE STREET OFFICE BUILDING/
CC: Ron Schmidt <Ron.Schmidt@csulb.edu>

We are residents of 15 Middle St., Bayhouse Condos.

We are very concerned about this proposed 16 Middle Street office building, and the barrier it might make for wind and sun for our entire home. We would like to be assured that wind and shadow studies will be conducted by the developers.

We would also like to be apprised of the results of these studies.

In advance, my husband and I thank you for representing our concerns to the Portland Planning Board. Hopefully this request is not too late to meet your deadlines; we recently had a family member hospitalized in California which caused us to be delayed in writing.

Sincerely,
Rosemary and Ron Schmidt
resident/owner Bldg. B-301

Att. 1

February 6, 2015

Ms. Caitlin Cameron, Planner
Planning and Development Department
City of Portland, Maine
389 Congress Street
Portland, Maine 04101-3509

Subject: 16 Middle Street
Final Site Plan and Subdivision Application

Dear Ms. Cameron:

On behalf of Bateman Partners, LLC, we are pleased to provide the accompanying package of submission materials related to the proposed mixed-use building at 16 Middle Street. This submission package is intended to meet the City's Final Submission Requirements as outlined in the Level III Application procedures. The proposed project site is located on the southerly corner of the intersection of Middle Street and Hancock Street Extension. The proposed development includes the construction of a five (5) story mixed-use building with retail uses on the ground floor and professional office use on the upper floors.

The development site is located within the City's B-5b Zoning District, and the proposed development complies with the permitted uses within the zone.

The applicant has a purchase option agreement for the project site as well as a lease agreement for parking within the Ocean Gateway Garage. As a result, the proposed site development is confined to the building footprint, utility infrastructure improvements, and restoration\ reconstruction of the adjacent sidewalks, etc.

Owen Haskell, Inc. has completed an ALTA Boundary and Topographic Survey Plan and Recording Plat for the project that are contained in the site plan set.

The Development Team will include Bateman Partners, LLC and Archetype PA as Architect. Bateman Partners, LLC has completed several commercial and residential projects within southern Maine, including the City of Portland. Bateman Partners, LLC is also known for working collaboratively with neighborhoods and stakeholders to achieve the goals of the project. A public neighborhood informational meeting was previously held by the applicant on April 8, 2014.

Accompanying this cover letter are the following materials:

- Ø Architectural Rendering
- Ø Site Plan Application
- Ø Response to Staff Comments on Preliminary Application
- Ø Section 1: Development Description
- Ø Section 2: Right, Title and Interest
- Ø Section 3: Technical and Financial Capacity
- Ø Section 4: Construction Management Plan
- Ø Section 5: Stormwater Management
- Ø Section 6: Utilities
- Ø Section 7: Solid Waste
- Ø Section 8: Fire Safety
- Ø Section 9: Conformity with Applicable Design Standards
- Ø Section 10: Verification of Proposed HVAC Equipment
- Ø Full and Reduced Sized Plans Including Architectural Floor Plans & Elevations

You will find in the accompanying materials, information including the Final Site Layout Plan that provides greater detail for the proposed site development activities. Preliminary information pertaining to the project's utilities needs and statements regarding compliance with the City's Standards are contained within this submission.

On behalf of Bateman Partners, LLC, we look forward to your review of this project and are requesting to be placed on the next available workshop meeting with the Planning Board. Please find one (1) hard copy of the application materials including one set each of 11x17 and full size plans, along with a CD containing PDF files for all submitted materials. If you have any questions regarding these materials or the completeness of the application materials, please contact us within the next five (5) days.

Sincerely,

FAY, SPOFFORD & THORNDIKE



Joseph A. Laverriere, P.E.
Senior Principal Engineer

JAL/cmd

Attachments

c: Nathan Bateman – Bateman Partners, LLC
David Lloyd – Archetype, PA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Portland, Maine Yes. Life's good here.

Jeff Levine, AICP, Director
Planning & Urban Development Department

Electronic Signature and Fee Payment Confirmation

Notice: Your electronic signature is considered a legal signature per state law.

By digitally signing the attached document(s), you are signifying your understanding this is a legal document and your electronic signature is considered a ***legal signature*** per Maine state law. You are also signifying your intent on paying your fees by the opportunities below.

I, the undersigned, intend and acknowledge that no Site Plan or Historic Preservation Applications can be reviewed until payment of appropriate application fees are ***paid in full*** to the Inspections Office, City of Portland Maine by method noted below:

☐ Within 24-48 hours, once my complete application and corresponding paperwork has been electronically delivered, I intend to **call the Inspections Office** at 207-874-8703 and speak to an administrative representative and provide a credit/debit card over the phone.

☒ Within 24-48 hours, once my application and corresponding paperwork has been electronically delivered, I intend to ~~**call the Inspections Office** at 207-874-8703 and speak to an administrative representative and provide a credit/debit card over the phone.~~ **drop off my payment to the Inspections Office**

☐ I intend to deliver a payment method through the U.S. Postal Service mail once my application paperwork has been electronically delivered.



Applicant Signature: February 6, 2015 Date:

Joseph A. Laverriere, P.E., FST (Authorized Agent) February 6, 2015

I have provided digital copies and sent them on: Date:

NOTE: All electronic paperwork must be delivered to buildinginspections@portlandmaine.gov or by physical means i.e. a thumb drive or CD to the Inspections Office, City Hall, 3rd Floor, Room 315.

PROJECT NAME: 16 Middle Street

PROPOSED DEVELOPMENT ADDRESS:

16 Middle Street

PROJECT DESCRIPTION:

Construction of a five story mixed-use building. First floor contains 5,305 s.f. of retail use.

Second through fifth floors contains 42,625 s.f. of office space.

CHART/BLOCK/LOT: 20 / F /2

PRELIMINARY PLAN 05-05-14 (date)
FINAL PLAN 02-06-15 (date)

CONTACT INFORMATION:

Applicant – must be owner, Lessee or Buyer Name: Nathan Bateman Business Name, if applicable: Bateman Partners, LLC Address: P.O. Box 3572 City/State : Portland, ME Zip Code: 04104	**Applicant Contact Information** Work # 207.772.2992 Home# Cell # 207.332.5498 Fax# 207.772.1881 e-mail: nathan@batemanpartnersllc.com
Owner – (if different from Applicant) Name: Eight Middle Land Company LLC Address: 86 Newbury Street City/State : Portland, ME Zip Code: 04101	**Owner Contact Information** Work # Home# Cell # Fax# e-mail:
Agent/ Representative Name: Joseph A. Laverriere, P.E. Fay, Spofford & Thorndike Address: 778 Main Street, Suite 8 City/State : South Portland, ME Zip Code: 04106	**Agent/Representative Contact information** Work # 207.775.1121 Cell # 207.749.5088 e-mail: jlaverriere@fstinc.com
Billing Information Name: Nathan Bateman Bateman Partners LLC Address: P.O. Box 3572 City/State : Portland, ME Zip Code: 04104	**Billing Information** Work # 207.772.2992 Cell # 207.332.5498 Fax# 207.772.1881 e-mail: nathan@batemanpartnersllc.com

Engineer	**Engineer Contact Information**
Name: Joseph A. Laverriere, P.E. Fay, Spofford & Thorndike Address: 778 Main Street, Suite 8 City/State : South Portland, ME Zip Code: 04106	Work # 207.775.1121 Cell # 207.749.5088 Fax# 207.879.0896 e-mail: jlaverriere@fstinc.com
Surveyor	**Surveyor Contact Information**
Name: John Swan Owen Haskell, Inc. Address: 390 U.S. Route 1 City/State : Falmouth, ME Zip Code: 04105	Work # 207.774.0424 Cell # Fax# e-mail: jswan@owenhaskell.com
Architect	**Architect Contact Information**
Name: David Lloyd Archetype, PA Address: 48 Union Wharf City/State : Portland, ME Zip Code: 04101	Work # 207.772.6022 Cell # Fax# e-mail: lloyd@archetypepa.com
Attorney	**Attorney Contact Information**
Name: Ronald Ward Drummond Woodsum Address: 84 Marginal Way, Suite 600 City/State : Portland, ME Zip Code: 04101	Work # 207.772.19410 Cell # Fax# 207.772.3627 e-mail: rward@dwmlaw.com

APPLICATION FEES:

Check all reviews that apply. (Payment may be made by Cash or Check payable to the City of Portland.)

Level III Development (check applicable reviews)

_X_ Less than 50,000 sq. ft. ($500.00)
___ 50,000 - 100,000 sq. ft. ($1,000)
___ 100,000 – 200,000 sq. ft. ($2,000)
___ 200,000 – 300,000 sq. ft. ($3,000)
___ over $300,00 sq. ft. ($5,000)
___ Parking lots over 11 spaces ($1,000)
___ After-the-fact Review ($1,000.00 plus applicable application fee)

Plan Amendments (check applicable reviews)

___ Planning Staff Review ($250)
___ Planning Board Review ($500)

_____

The City invoices separately for the following:

- Notices ($.75 each)
- Legal Ad (% of total Ad)
- Planning Review ($40.00 hour)
- Legal Review ($75.00 hour)

Third party review fees are assessed separately. Any outside reviews or analysis requested from the Applicant as part of the development review, are the responsibility of the Applicant and are separate from any application or invoice fees.

Other Reviews (check applicable reviews)

___ Traffic Movement ($1,000)
_X_ Stormwater Quality ($250)
_X_ Subdivisions ($500 + $25/lot)
# of Lots _6_ x $25/lot = _$150_
___ Site Location ($3,000, except for residential projects which shall be $200/lot)
# of Lots ___ x $200/lot = _____
___ Other _____
___ Change of Use
___ Flood Plain
___ Shoreland
___ Design Review
___ Housing Replacement
___ Historic Preservation

APPLICATION SUBMISSION:

1. **All site plans and written application materials must be submitted electronically on a CD or DVD with each plan submitted as separate files, with individual file names (see submittal requirements document attached).**
2. **In addition, one (1) paper set of the plans (full size), one (1) paper set of plans (11 x 17), paper copy of written materials, and the application fee must be submitted to the Planning Division Office to start the review process.**

The application must be complete, including but not limited to the contact information, project data, application checklists, wastewater capacity, plan for fire department review, and applicant signature. The submissions shall include one (1) paper packet with folded plans containing the following materials:

1. **One (1) full size site plans** that must be **folded.**
2. One (1) copy of all written materials or as follows, unless otherwise noted:
   a. Application form that is completed and signed.
   b. Cover letter stating the nature of the project.
   c. All Written Submittals (Sec. 14-525 2. (c), including evidence of right, title and interest.
3. A stamped standard boundary survey prepared by a registered land surveyor at a scale not less than one inch to 50 feet.
4. Plans and maps based upon the boundary survey and containing the information found in the attached sample plan checklist.
5. One (1) set of plans reduced to 11 x 17.

Refer to the application checklist for a detailed list of submission requirements.

Portland's development review process and requirements are outlined in the Land Use Code (Chapter 14), which includes the Subdivision Ordinance (Section 14-491) and the Site Plan Ordinance (Section 14-521). Portland's Land Use Code is on the City's web site http://www.portlandmaine.gov/citycode/chapter014.pdf

APPLICANT SIGNATURE:

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Planning Authority and Code Enforcement's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

This application is for a Level II Site Plan review. It is not a permit to begin construction. An approved site plan, a Performance Guarantee, Inspection Fee, Building Permit, and associated fees will be required prior to construction. Other Federal, State or local permits may be required prior to construction, which are the responsibility of the applicant to obtain.

Signature of Applicant: 	**Date:** February 6, 2015

Joseph A. Laverriere, P.E. - Agent

BATEMAN PARTNERS LLC
DEVELOPERS & CONSULTANTS

P.O. BOX 3572
PORTLAND, MAINE 04104

TELEPHONE (207) 772-2992
FAX (207) 772-1881

April 30, 2014

To Whom It May Concern:

Subject: Agent Authorization Letter

Bateman Partners LLC has retained Fay, Spofford & Thorndike to assist in the preparation of local, state and federal permit applications for the site aspects of a proposed mixed-use building in Portland, Maine. Fay, Spofford & Thorndike is authorized to act as an agent in matters related to these permits.

Sincerely,

Nathan Bateman
Vice President
Bateman Partners LLC

PROJECT DATA

The following information is required where applicable, in order to complete the application.

Total Area of Site	12,116 sq. ft.
Proposed Total Disturbed Area of the Site	8,000 sq. ft.
If the proposed disturbance is greater than one acre, then the applicant shall apply for a Maine Construction General Permit (MCGP) with DEP and a Stormwater Management Permit, Chapter 500, with the City of Portland	
Impervious Surface Area	
Impervious Area (Total Existing)	4,850 sq. ft.
Impervious Area (Total Proposed)	11,700 sq. ft.
Building Ground Floor Area and Total Floor Area	
Building Footprint (Total Existing)	0 sq. ft.
Building Footprint (Total Proposed)	10,645 +/- sq. ft.
Building Floor Area (Total Existing)	0 sq. ft.
Building Floor Area (Total Proposed)	44,558 sq. ft.
Zoning	
Existing	B-5b
Proposed, if applicable	B-5b
Land Use	
Existing	Vacant Lot
Proposed	Mixed-Use Building (retail/office)
Residential, If applicable	
# of Residential Units (Total Existing)	N/A
# of Residential Units (Total Proposed)	N/A
# of Lots (Total Proposed)	N/A
# of Affordable Housing Units (Total Proposed)	N/A
Proposed Bedroom Mix	
# of Efficiency Units (Total Proposed)	N/A
# of One-Bedroom Units (Total Proposed)	N/A
# of Two-Bedroom Units (Total Proposed)	N/A
# of Three-Bedroom Units (Total Proposed)	N/A
Parking Spaces	
# of Parking Spaces (Total Existing)	140 (lease agreement w/Ocean Gateway Garage)
# of Parking Spaces (Total Proposed)	124
# of Handicapped Spaces (Total Proposed)	Provided within Ocean Gateway Garage; no additional needed
Bicycle Parking Spaces	
# of Bicycle Spaces (Total Existing)	0
# of Bicycle Spaces (Total Proposed)	22
Estimated Cost of Project	$8,750,000

PRELIMINARY PLAN (Optional) - Level III Site Plan			
Applicant Checklist	Planner Checklist	# of Copies	**GENERAL WRITTEN SUBMISSIONS CHECKLIST**
X		1	Completed Application form
X		1	Application fees
X		1	Written description of project
X		1	Evidence of right, title and interest
X		1	Evidence of state and/or federal approvals, if applicable
X		1	Written assessment of proposed project's compliance with applicable zoning requirements
X		1	Summary of existing and/or proposed easement, covenants, public or private rights-of-way, or other burdens on the site
X		1	Written requests for waivers from site plan or technical standards, if applicable.
X		1	Evidence of financial and technical capacity
		1	Traffic Analysis (may be preliminary, in nature, during the preliminary plan phase)
Applicant Checklist	Planner Checklist	# of Copies	**SITE PLAN SUBMISSIONS CHECKLIST**
X		1	Boundary Survey meeting the requirements of Section 13 of the City of Portland's Technical Manual
X		1	**Preliminary Site Plan including the following: (information provided may be preliminary in nature during preliminary plan phase)**
		Proposed grading and contours;	
		Existing structures with distances from property line;	
		Proposed site layout and dimensions for all proposed structures (including piers, docks or wharves in Shoreland Zone), paved areas, and pedestrian and vehicle access ways;	
		Preliminary design of proposed stormwater management system in accordance with Section 5 of the Technical Manual (note that Portland has a separate applicability section);	
		Preliminary infrastructure improvements;	
		Preliminary Landscape Plan in accordance with Section 4 of the Technical Manual;	
		Location of significant natural features (including wetlands, ponds, watercourses, floodplains, significant wildlife habitats and fisheries or other important natural features) located on the site as defined in Section 14-526 (b) (1);	
		Proposed buffers and preservation measures for significant natural features, as defined in Section 14-526 (b) (1);	
		Location , dimensions and ownership of easements, public or private rights of way, both existing and proposed;	
		Exterior building elevations.	

FINAL PLAN - Level III Site Plan			
Applicant Checklist	Planner Checklist	# of Copies	**GENERAL WRITTEN SUBMISSIONS CHECKLIST (* If applicant chooses to submit a Preliminary Plan, then the * items were submitted for that phase and only updates are required)**
X		1	* Completed Application form
X		1	* Application fees
X		1	* Written description of project
X		1	* Evidence of right, title and interest
		1	* Evidence of state and/or federal permits
X		1	* Written assessment of proposed project's specific compliance with applicable Zoning requirements
X		1	* Summary of existing and/or proposed easements, covenants, public or private rights-of-way, or other burdens on the site
X		1	* Evidence of financial and technical capacity
X		1	Construction Management Plan
		1	A traffic study and other applicable transportation plans in accordance with Section 1 of the technical Manual, where applicable.
X		1	Written summary of significant natural features located on the site (Section 14-526 (b) (a))
X		1	Stormwater management plan and stormwater calculations
X		1	Written summary of project's consistency with related city master plans
X		1	Evidence of utility capacity to serve
X		1	Written summary of solid waste generation and proposed management of solid waste
X		1	A code summary referencing NFPA 1 and all Fire Department technical standards
X		1	Where applicable, an assessment of the development's consistency with any applicable design standards contained in Section 14-526 and in City of Portland Design Manual
X		1	Manufacturer’s verification that all proposed HVAC and manufacturing equipment meets applicable state and federal emissions requirements.

Applicant Checklist	Planner Checklist	# of Copies	**SITE PLAN SUBMISSIONS CHECKLIST** **(* If applicant chooses to submit a Preliminary Plan, then the * items were submitted for that phase and only updates are required)**
X		1	* Boundary Survey meeting the requirements of Section 13 of the City of Portland's Technical Manual
X		1	**Final Site Plans including the following:**
X		Existing and proposed structures, as applicable, and distance from property line (including location of proposed piers, docks or wharves if in Shoreland Zone);	
X		Existing and proposed structures on parcels abutting site;	
X		All streets and intersections adjacent to the site and any proposed geometric modifications to those streets or intersections;	
X		Location, dimensions and materials of all existing and proposed driveways, vehicle and pedestrian access ways, and bicycle access ways, with corresponding curb lines;	
X		Engineered construction specifications and cross-sectional drawings for all proposed driveways, paved areas, sidewalks;	
X		Location and dimensions of all proposed loading areas including turning templates for applicable design delivery vehicles;	
X		Existing and proposed public transit infrastructure with applicable dimensions and engineering specifications;	
X		Location of existing and proposed vehicle and bicycle parking spaces with applicable dimensional and engineering information;	
X		Location of all snow storage areas and/or a snow removal plan;	
X		A traffic control plan as detailed in Section 1 of the Technical Manual;	
X		Proposed buffers and preservation measures for significant natural features, where applicable, as defined in Section 14-526(b)(1);	
X		Location and proposed alteration to any watercourse;	
X		A delineation of wetlands boundaries prepared by a qualified professional as detailed in Section 8 of the Technical Manual;	
X		Proposed buffers and preservation measures for wetlands;	
X		Existing soil conditions and location of test pits and test borings;	
X		Existing vegetation to be preserved, proposed site landscaping, screening and proposed street trees, as applicable;	
X		A stormwater management and drainage plan, in accordance with Section 5 of the Technical Manual;	
X		Grading plan;	
X		Ground water protection measures;	
X		Existing and proposed sewer mains and connections;	

- Continued on next page -

X		Location of all existing and proposed fire hydrants and a life safety plan in accordance with Section 3 of the Technical Manual;
X		Location, sizing, and directional flows of all existing and proposed utilities within the project site and on all abutting streets;
X		Location and dimensions of off-premises public or publicly accessible infrastructure immediately adjacent to the site;
X		Location and size of all on site solid waste receptacles, including on site storage containers for recyclable materials for any commercial or industrial property;
X		Plans showing the location, ground floor area, floor plans and grade elevations for all buildings;
X		A shadow analysis as described in Section 11 of the Technical Manual, if applicable;
X		A note on the plan identifying the Historic Preservation designation and a copy of the Application for Certificate of Appropriateness, if applicable, as specified in Section Article IX, the Historic Preservation Ordinance;
X		Location and dimensions of all existing and proposed HVAC and mechanical equipment and all proposed screening, where applicable;
X		An exterior lighting plan in accordance with Section 12 of the Technical Manual;
X		A signage plan showing the location, dimensions, height and setback of all existing and proposed signs;
X		Location, dimensions and ownership of easements, public or private rights of way, both existing and proposed.

16 MIDDLE STREET
RESPONSE TO STAFF COMMENTS ON PRELIMINARY APPLICATION

On behalf of Bateman Partners, LLC, we are pleased to provide the following responses to the Preliminary Review Comments related to the Subdivision and Site Plan Application for the proposed mixed-use building at 16 Middle Street. For ease of reference we have repeated the comments in *italics*, followed by our response.

PLANNING BOARD WORKSHOP COMMENTS DATED 01-07-14

Comment 1:

Would like more detail and information about ground floor storefront and two comments about encouraging variation in ground floor design.

Response:

Archetype has modified the storefront elevations along Middle Street by adjusting the storefronts on an angle and incorporating site design (i.e. use of paving variation and benches to develop a stronger relationship between the interior of the building and the pedestrian way. This angling of the storefronts will also address the concern by the Planning Board of the flatness of the elevations. Archetype has also added some dimension to the precast in response to the Board's concern of flatness.

Comment 2:

Trash room feels inadequate/unresolved.

Response:

The applicant believes the trash room is adequate for the proposed building.

Comment 3:

Loading plan is unclear.

Response:

Loading will be from Hancock Street.

778 Main Street, Suite 8
South Portland, ME 04106
T: 207.775.1121
F: 207.879.0896
www.fstinc.com

FAY, SPOFFORD & THORNDIKE
Offices in: Massachusetts, New Hampshire, Maine, Connecticut and New York

Comment 4:

Still some shadow concerns for neighbors in Bay House (I suggest that the shadow study expand to include perspective views/animation of how the shadows affect Bay House. Please render shadows with all buildings present in the model rather than separate for more accurate depiction).

Response:

The applicant previously provided a Shadow Study and discussed the results with the Planning Board. The applicant believes that the Planning Board found the results of the Shadow Study to be acceptable and no further study is required.

DAVID SENUS, P.E., WOODARD & CURRAN COMMENTS DATED JULY 2, 2014

Comment 1:

The Applicant has submitted an Ability to Serve letter from the Portland Water District, but awaits an Ability to Serve letter from the City Department of Public Services for sewer service. A copy of the sewer Ability to Serve letter should be submitted to the Planning Office upon receipt.

Response:

A request for ability to serve from the City's Department of Public Services was submitted to Frank Branceley on March 11, 2014. A response has not yet been received from the City. The applicant will provide a copy once received from the City.

Comment 2:

In accordance with Section 5 of the City of Portland Technical Manual, a Level III Site Plan project is required to submit a stormwater management plan pursuant to the regulations of MaineDEP Chapter 500 Stormwater Management Rules, including conformance with the Basic, General, and Flooding Standards. We offer the following comments:

a) *Basic Standards: The Applicant has noted that they are developing a site-specific Erosion & Sediment Control Plan for the project, which will include inspection and maintenance requirements in accordance with MeDEP Chapter 500. They have noted that this information will be provided under separate cover when it is available.*

   Response:

   This information was previously delivered to the City on July 8, 2014 and is also provided in Section 5 of this application.

b) *General Standard: The Applicant has provided pollutant removal data for the cartridge filter treatment unit for managing building roof runoff (a Fabco Industries cartridge system). The proposed unit provides an acceptable means of achieving water quality treatment for the site.*

Response:

No Response Necessary

c) *Flood Standard: The Applicant has noted that they are in the process of analyzing the site and preparing a design to ensure that the post-development peak rates of runoff from the project site will not exceed the pre-development rates. It is expected that the design will include expansion of the existing underground chamber storage system constructed in the Ocean Gateway Parking Garage driveway. The Applicant has noted that Design plans and hydrologic analysis of the system, documenting the pre and post-development peak flow rates from the site, will be submitted under separate cover when it is available.*

Response:

This information was previously delivered to the City on July 8, 2014 and is also provided in Section 5 of this application.

Comment 3:

The Applicant has noted that they are in the process of preparing a Stormwater Management Plan for the project, and will submit this under separate cover when it is available.

Response:

This information was previously delivered to the City on July 8, 2014 and is also provided in Section 5 of this application.

DAVID MARGOLIS-PINEO COMMENTS DATED JULY 3, 2014

Comment 1:

It would be desirable to show the proposed cleanouts for the grease interceptor out of the street right of way or at least to the back of the sidewalk. Also, if not included, a note and/or detail should indicate that sewer connection to the existing manhole in Hanover Street shall be core drilled and the manhole channel and shelf reconstruction per City of Portland requirements. Please add note that the contractor shall coordinate with John Emerson 874-8468 prior to constructing.

Response:

As requested, the sewer cleanouts have been located towards the back of the sidewalk. The existing sewer service within Hancock Street exists; therefore, modification of the existing sewer manhole within Hancock Street is not necessary.

Comment 2:

If the proposed build's footings encroaches the street right of way, an easement from the City will be required.

Response:

The extent of the proposed building's footing encroachments within the City right of way are shown on the Amended Recording Plat (C-2.1). The applicant is aware of the need to execute easements or license agreements within the City for these encroachments. Please forward a copy of the easement or license agreement language for review and eventual execution by the applicant.

Comment 3:

The proposed layout of the crosswalk ramps is still questionable in my mind. This issue will need to be resolved by Bruce Hyman 874-8833 prior to layout or construction. Bruce is not available at this time for review. Both crosswalks should be shown with block style pavement markings.

Response:

As requested, the Hancock Street crosswalk has been identified to be removed and replaced with block style crosswalk pavement markings.

Comment 4:

Grading is proposed on land owned by the Ocean Gateway Garage LLC. The applicant will be required to obtain a drainage easement to do this work. A utility easement will also be required to obtain a drainage easement to do this work. A utility easement will also be required for the stormwater detention unit.

Response:

The applicant will secure all necessary easements prior to construction.

Comment 5:

A license agreement with the City will be required to locate the proposed planters on the Middle Street sidewalk. The Department supports the issuance of a license.

Response:

The applicant is prepared to execute the standard City License Agreement for the landscape planter encroachments within the Middle Street right of way. Please forward a copy of the license agreement language for review and eventual execution by the applicant. The extent of the landscape planter enchroachments within the right of way and requirement for a license agreement have been noted on the recording plat prepared by Owen Haskell.

JENNIFER THOMPSON (LEGAL) COMMENTS DATED JULY 3, 2014

Comment 1:

As we discussed yesterday, very briefly, I'm not sure what the City's preference is with respect to the lease term on these agreements. I have looked at a couple and they tend to be around 25 or 30 years with options to renew. This seems to fit within that general window. The term on these is 30 years with rights of renewal, so I think they're likely long enough.

Response:

No response necessary.

Comment 2:

The requirement that parking be provided should be included in the condo docs, yes. As written, these agreements do not contemplate assigned parking spaces so I don't think we necessarily need to require that. It will be important, however, to specify in the condo docs and on the plans that unit owners are entitled to parking. And, yes, I want to review the condo docs.

Response:

As requested, the condo docs and recording plat contain language specifying that parking is available in the Ocean Gateway Garage.

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Attachment B – Owner's Association Documents

Section 2: Attachment C – Purchase Option Agreement
Attachment D – Lease Parking Agreement

Section 3: Attachment E – Letter of Financial Capacity

Section 4: Attachment F – Construction Management Plan

Section 5: Attachment G – Stormwater Management Plan

Section 6: Attachment H – Correspondence with Portland Water District

Section 7: Attachment I – Computations of Types & volumes of Solid Wastes for Construction Project

Section 8: Attachment J – Portland Fire Department Review Checklist & NRPA 1 Review

Section 10: Attachment K – HVAC Equipment Cut Sheets

LIST OF PLANS

SHEET #	TITLE
C-1.0	COVER SHEET
C-1.1	GENERAL NOTES AND LEGEND
C-2.0	BOUNDARY & TOPOGRAPHIC SURVEY
C-2.1	AMENDED RECORDING PLAT
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C-3.0	SITE LAYOUT PLAN
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1. DEVELOPMENT DESCRIPTION

1.1 PROJECT OVERVIEW

Bateman Partners, LLC has a purchase agreement to acquire a 12,116 s.f. parcel of land (identified by the City Tax Assessor as Tax Map, Block, and Lot #20-F-2) that is located on the southerly corner of the intersection of Middle Street and Hancock Street Extension. The applicant is proposing to construct a five-story mixed-use building. The ground floor will contain retail uses and the upper floors will contain professional office space.

The applicant is seeking Site Plan and Subdivision Approval from the City of Portland Planning Authority. The objective is to obtain all approvals by April of this year, if possible, to allow construction to commence during the spring of 2015.

1.2 PROJECT PURPOSE AND NEED

The proposed project provides an opportunity to develop a mixed-use building on an undeveloped parcel that has readily available access to utility infrastructure, including access to the Ocean Gateway Garage through a leased parking agreement. The project's community benefits include the following:

- Ø Efficient reuse of a currently vacant lot.
- Ø Provide opportunities for expanded retail and office space in the waterfront area.

1.3 EXISTING CONDITIONS

The existing site is bounded to northwest by Middle Street; to the northeast by Hancock Street Extension; to the southeast by the Ocean Street Garage and the southwest by the Micucci's Grocery Market. The existing site was previously developed with a building associated with the American Hoist & Derrick Company; however, this building was previously razed with only remnants of the foundation are visible on the site. After demolition of the former building, the site was graded to create a grassed open space area with several small trees, benches and gravel walking path that traverses the site. The Middle Street access drive to the Ocean Gateway Garage crosses the southwesterly side of the site through a 50' wide access easement.

The land area slopes northwest to southeast towards the Ocean Gateway Garage parcel with approximately four (4) feet of grade differential.

Public utilities including water, sewer, natural gas, power and communications are readily available in the area. More information on utilities is provided in Section 7 of this application.

The street conditions around the block are described as follows:

Street Name	Roadway Description	On-street Parking	Sidewalk Description	Other
Middle Street	Approximately 28 foot wide paved roadway with two-way traffic.	Yes. Observed parallel parking on the side of the street in front of the site.	Brick sidewalk in good condition.	Catch basin located at intersection with Hancock Street Ext.
Hancock Street Extension	Approximately 30 foot wide paved roadway with two-way traffic.	Yes. Observed parallel parking on the side of the street in front of the site.	Brick sidewalk in good condition.	

1.4 PROPOSED DEVELOPMENT

The development program includes the following components:

1.4.1 ON-SITE

The ground floor of the building has a footprint area of 6,839 s.f. The ground floor level will contain retail use with a total floor area of 5,032 s.f. The remaining ground floor area is associated with the utility\maintenance rooms for the building as well as the entry lobby, stairwells and elevator for the upper floors of the building. The second through fifth floor of the building will each contain professional office space. Each of these floors are being considered as a separate office tenant. The upper floors of the building will extend over the entry drive to the Ocean Gateway Garage, thereby creating a pass-through beneath the second floor for vehicles entering and exiting the garage. There will not be a basement provided as part of the building.

The project developer is not seeking LEED designation, but the building will conform to the most current International Energy Conservation Code.

As shown on the Site Layout Plan (Sheet C-3.0), the proposed building will have its main entry from the sidewalk adjacent to the access drive leading to the Ocean Gateway Garage. Eight (8) other building entrances have been provided around the perimeter of the building, including three on Middle Street and one on Hancock Street Extension.

The proposed building will essentially fill the site. Exterior improvements include installation of new utility services to the building for water, sewer, natural gas, electric, telephone and communications. In addition, the proposed site improvements include reconstruction of the brick sidewalks along the site frontages on Middle Street and Hancock Street Extension that will be disturbed during the construction work. The applicant has secured parking within the Ocean Gateway Garage through a lease agreement; therefore, no new parking is proposed as part of the project.

1.4.2 OFF-SITE

No offsite improvements are proposed as part of the project.

1.5 LAND ORDINANCE REVIEW

1.5.1 OVERVIEW

The property currently lies within the City of Portland B-5b Urban Commercial Mixed Use District. The following Space and Bulk requirements apply to the B-5b Zone:

B-5b Zone Summary Dimensional and Parking Requirements Applied to 8 Middle Street		
Zoning Requirements	**Current B-5b Zoning Standard**	**Project Site Current Condition**
Minimum Lot Size	None	12,116 s.f.
Minimum Frontage	None	162.25' Middle Street
Minimum Front Yard	None	0.00' Middle Street
Minimum Side Yard	None	0.40' Hancock Street
Minimum Rear Yard	None	5.00'
Maximum Lot Coverage (Building Footprint)	100%	88%
Maximum Building Height	65 ft.	65'-0"
Parking Retail Use	1 space per 200 s.f. of first floor area in excess of 2,000 s.f. not used for bulk storage.	5,032 s.f. on first floor 16 parking spaces required
Parking Office Use	1 space per 400 s.f.	39,526 s.f. 99 parking spaces required

1.5.2 SHORELAND ZONING

The site is not located within the Shoreland Zoning District.

1.6 STATE AND FEDERAL PERMITS

The project requires a Traffic Movement Permit from MaineDOT and State Fire Marshall Approval. The development is subject to Site Plan and Subdivision approval by the City of Portland and Building Permit(s) are also required.

1.7 EASEMENTS OR OTHER BURDENS

Owen Haskell, Inc. has recently completed the property survey. The only know easement is associated with the 50' wide access easement across the site from Middle Street that benefits the Ocean Gateway Garage. The project site is subject to the conditions of a previous environmental cleanup effort that was associated with the American Hoist and Derrick Company. The environmental restrictions on the parcel are in the form of restrictive deed covenant. The condominium declaration has been prepared by the Applicant's attorneys at Drummond Woodsum. A copy of the condominium declaration is provided as Attachment B.

1.8 TRAFFIC

The proposed "16 Middle Street" multi-use development can be expected to generate approximately 125 vehicle trips during both the morning and afternoon peak hour time periods. Projects that generate in excess of 100 vehicle trips during any peak hour time period are required to obtain a Maine Department of Transportation Traffic Movement Permit (TMP). A TMP application, which will include traffic generation of the proposed "185 Fore Street" project, is currently being prepared and will be submitted to City Staff when it is available.

Manual turning movement counts have been performed between the peak commuter hours of 7:00 to 9:00 AM and 3:00 to 6:00 PM at the following locations and the data will be utilized in the performance of assessing the expected traffic impacts of both development projects:

1. India Street @ Fore Street
2. India Street @ Middle Street
3. Middle Street @ Hancock Street
4. Fore Street @ Hancock Street Extension

The most recent three year roadway safety information (2011 through 2013) has been obtained from the Maine Department of Transportation's Safety Bureau for the study area. Preliminary review of the data shows the frequency of traffic crashes is below MaineDOT's threshold values for identification of a high crash location.

A traffic impact study will be completed that combines the estimated peak hour trip generation of both proposed development projects. Detailed mobility analyses will be completed for each study intersection and appropriate transportation recommendations prepared in support of the results.

1.9 SOILS/GEOTECHNICAL REVIEW

A recent geotechnical investigation has not been performed for the site; however, Summit Geoengineering Services has been retained to provide geotechnical recommendations for the proposed building. It is anticipated that the new building will be supported on driven piles with grade beams; however, the final geotechnical investigation work has not yet been completed.

1.10 NATURAL FEATURES

The development site does not contain any significant natural features including wetlands, vernal pools or other protected resource. The entire site parcel was previously developed; therefore, there are no historically nature areas or features remaining on the site.

1.11 UTILITIES AND STORMWATER

The proposed project will involve installation of new utility services to the building. Water services for fire protection and domestic service will be provided via connection to the existing water main in Middle Street. It is anticipated that natural gas service will also be provided to the building via Middle Street. Connections to the public sewer system will be made via an existing 8" diameter stub within the site that was installed as part of the Hancock Street Extension work. The proposed locations of the new utility services are shown on the Utility Plan (Sheet C-5.0 of the plan set). More information on proposed utility services is provided in Section 7 of this application.

The City maintains a drainage system in Middle Street and Hancock Street Extension that includes catch basins at the corner of Middle Street and Hancock Street Extension. In addition, there is an onsite stormdrain system installed as part of the Ocean Gateway Garage that connects into the City's system. Runoff from the proposed building will be directed to the onsite subsurface stormwater chamber system, which will be expanded to accommodate the additional runoff. The chamber system provides peak flow rate attenuation and discharges into the municipal storm drain system in Middle Street. More information on stormwater runoff from the project site is provided in Section 5 of this application.

1.12 ATTACHMENTS

Attachment A – Existing Site Photographs
Attachment B – Owner's Association Documents

ATTACHMENT A

Existing Site Photographs



PHOTO 1 – View of the site from Middle Street



PHOTO 2 – View from Middle Street across the site along entrance drive to Ocean Gateway Garage

FAY, SPOFFORD & THORNDIKE
778 Main Street, Suite 8
South Portland, ME 04106
Toll Free: 800.835.8666
Main: 207.775.1121
Fax: 207.879.0896

Existing Site Photographs
16 Middle Street – Portland, ME
Photos Taken by Joe Laverriere on 04/30/14



PHOTO 3 – View from Middle Street along site frontage on Hancock Street Extension



PHOTO 4 – View of site from intersection of Middle Street and Hancock Street Extension

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Existing Site Photographs
16 Middle Street – Portland, ME
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ATTACHMENT B

Owner's Association Documents

DECLARATION OF CONDOMINIUM
[16 MIDDLE CONDOMINIUM]

ARTICLE 1
DECLARATION OF CONDOMINIUM PROPERTY

This Declaration of [16 Middle] Condominium ("Declaration") is executed by [Bateman Partners] LLC, a Maine limited liability company ("Declarant"), pursuant to the Maine Condominium Act, chapter 31 of Title 33 of the Maine Revised Statutes of 1964, as amended ("Condominium Act").

§1.1 Declaration of Property. The Declarant as the owner in fee simple of the land located at 16 Middle Street in the City of Portland, County of Cumberland and State of Maine described in **Exhibit A**, the buildings and improvements located thereon and subject to and together with all easements, rights, privileges and appurtenances thereto (collectively the "Property"), HEREBY SUBMITS the Property to the Condominium Act in accordance with this Declaration, and establishes a condominium as defined in Section 1601-103(7) of the Condominium Act ("Condominium") known as [16 Middle] Condominium. The name of the Unit Owners' association is the [16 Middle] Owner's Association, a Maine nonprofit corporation (the "Association"). Initially, the Condominium consists of the Property and building consisting of 6 units known as Units 1 through 6.

As set forth in this Declaration, the Declarant reserves various Development Rights, Special Declarant Rights and easements, including without limitation the right to physically construct and legally create up to 20 Condominium Units with associated Limited Common Elements.

§1.2 Applicability. This Declaration shall govern the Property. All present and future owners, occupants and tenants, their guests, licensees, invitees, employees, agents, and any other person entering on the Property shall be subject to this Declaration, the Bylaws of the Association and to such Rules and Regulations of the Association, all of which shall be deemed to be covenants running with the land, and shall bind any person having at any time any interest in or entering upon the Property.

§1.3 Defined Terms. Capitalized terms not otherwise defined in this Declaration or on the Plat and Plans shall have the meanings specified in the Condominium Act.

§1.4 Interpretation. In the event of any conflict or discrepancy between this Declaration, the Bylaws, the Rules and Regulations, and the Plat and Plans, the provisions of this Declaration shall govern.

ARTICLE 2
DESCRIPTION OF PROPERTY

§2.1 Description of the Property. A legal description of the Property included in the Condominium is set forth in **Exhibit A**. The location and dimensions of the Property included in the Condominium are depicted on the Condominium Plat entitled "Condominium Plat of 16 Middle Condominium" dated _____as amended by Owen Haskell, Inc. recorded in said Registry of Deeds in Plan Book ____, Page __ (the "Plat"), a reduced copy of which is attached hereto as **Exhibit B**.

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§2.2 Location and Dimensions of Buildings and Units. The term "Building" means any building erected or to be erected on the Property containing one or more Units, as well as other improvements comprising a part of a building or intended to be used for purposes incidental to the use of a building. The proposed location and dimensions of the Buildings and other improvements which may be erected on the Property, including Common Elements, are shown on the Plat as depicted on **Exhibit B**.

The proposed location and dimensions of each Unit together with its appurtenant Limited Common Elements are depicted on the Floor Plans entitled 16 Middle Condominiums" dated _____ by Archetype Architects and recorded in said Registry of Deeds in Plan Book ____ , Page ___ (the "Plans "), reduced copies of which are attached hereto as **Exhibit C**. The proposed location and dimensions of each Building and Unit are subject to change by the Declarant until such time as each Unit is legally created, and such improvements need not be built or may be built with configurations and locations different than those shown on the Plat and Plans, as further appears in Article 5 below.

§2.3 Recorded Plat and Plans. The original Plat and Plans and any amendments thereto shall be recorded with this Declaration in the Cumberland County Registry of Deeds.

§2.4 Condominium Documents. "Condominium Documents" means this Declaration, the Plat, the Plans, the Bylaws of the Association, and the Rules and Regulations adopted by the Board of Directors, and any amendments to any of the foregoing adopted from time to time.

§2.5 Easements. The Condominium is benefitted or encumbered by the following recorded easements and licenses appurtenant to or included in the condominium:

[LIST OF EASEMENTS AND LICENSES TO BE INSERTED]

ARTICLE 3
CONDOMINIUM UNITS

§3.1 Creation of Subsequent Units. Initially Units 1-6 are created under this Declaration. The Declarant has the right to create fourteen (14) additional Units for a total of up to twenty (20) Units. For each Unit subsequently created pursuant to this Declaration, its Allocated Interests shall be set forth in an amendment to **Exhibit D**, and a description of such Unit including each Unit's identifying number, the locations and dimensions of the vertical boundaries and horizontal boundaries of each Unit, the Common Elements to which the Unit has direct access, and any other information necessary to identify the Unit shall be shown on the Plat and Plans.

§3.2 Description of the Units. "Unit" means a part of the Property designated for separate ownership or occupancy which has a direct exit to Limited Common Elements and Common Elements. For each Unit created from time to time pursuant to this Declaration, the identification number and approximate area are shown on the Plat and Plans of the Property as amended from time to time. Any internal room configuration shown on the Plans is illustrative only, and is not binding on an owner except that the structural support of the Building must be preserved.

Each Unit includes the following items:

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(a) All interior partitions (excepting those portions thereof which are load-bearing), interior doors and interior stairways wholly within the Unit;

(b) Finish flooring, floor coverings, carpeting and the like, and finish wall and ceiling coverings (including paint, wallpaper, furring, gypsum board, moldings, and any other materials constituting any part of the finished surfaces thereof);

(c) Windows and doors providing access to the Common Elements including their locks, hardware and glass, but excluding their frames, thresholds and sills;

(d) Plumbing, kitchen and bathroom fixtures, the heating and ventilating equipment, water heaters, air conditioning systems and components thereof serving only a single Unit, if any, even if located outside of a Unit's boundaries, water heaters, and appliances;

(e) Electrical wiring, equipment outlets and lighting devices from the point where the feed wire enters the Unit's circuit breaker distribution box inwards, and portions of water and sewer utility lines, pipes and equipment serving only that Unit and located within its general boundary lines as herein described; and,

(f) The interior of the attics, and, if a part of the unit, the basement.

A Unit generally does not include: the exterior walls, the roof, rafters and foundation, land; the pipes, wires, conduits, flues, ducts, pipes, or other heating and utility lines running through a Unit which serve more than one Unit or which serve the Common Elements or which serve another Unit.

Each Unit and the Common Elements shall have any easement for lateral and subjacent support from every other Unit and the Common Elements, and shall have the easement for encroachments established under Section 1602-114 of the Condominium Act. In addition, each Unit Owner has an unrestricted, perpetual right of ingress and egress to his or her Unit, which automatically transfers with a transfer of title to the Unit. Any conveyance, encumbrance, judicial sale, or other transfer (whether voluntary or involuntary) of an interest in the Common Elements shall be void unless the Unit to which that Common Element interest is allocated is also transferred.

§3.3 Unit Boundaries. The boundaries of each Unit subsequently created under this Declaration shall be shown on the Plat and Plans, and shall consist of:

(a) *Horizontal Boundary.* The upper and lower boundaries of each Unit are generally the following boundaries extended to an intersection with the vertical (perimeter) boundaries:

1. Upper Boundary: The planes at the lower surfaces of the roof or dormer rafter lines which directly support the roof sheathing, including the upper (outside) side of the gypsum board of the ceiling and any other materials constituting any part of the finished surfaces thereof, if any, extending to the intersection with the vertical boundaries.

2. Lower Boundary: The horizontal plane at the upper surface of the undecorated surface of the basement concrete floor slab extending to the intersection with the vertical boundaries.

(b) *Vertical Boundaries.* The vertical boundaries of each Unit shall be the vertical planes at the stud line at the exterior or outer-most surface of the gypsum-board, sheetrock,

or other wall materials forming its exterior or common walls, extended to the intersections with each other and with the horizontal boundaries.

(c) *Interior Finishes.* The Unit shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, wallpaper, finished flooring and any other materials constituting any part of the finished surfaces thereon located within the boundaries of the Unit.

(d) *Interior Space.* All other spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

(e) *Relocation.* Relocation of boundaries between Units is permitted by amendment to the Declaration in compliance with the provisions of the Condominium Act. The subdivision of Units is not permitted.

§3.4 Allocated Interests. The term "Allocated Interests" means the Common Element Interest, the Common Expense Liability and the voting rights in the Association allocated to each Unit pursuant to this Declaration. The term "Common Element Interest" means the percentage of undivided interest in the Common Elements appurtenant to each Unit. The term "Common Expense Liability" means the allocation to each Unit of the respective liability for Common Expenses. Generally the Common Expense Liability allocated to a Unit is a percentage equal to the Common Element Interest appurtenant to such Unit. The Allocated Interests of each Unit shall be set forth in **Exhibit D.**

The percentage of each Unit's Common Element Interest and Common Expense Liability is allocated by a formula represented by a fraction wherein the numerator is 1 and the denominator is the total number of Units which have been created in the Condominium subject to rounding in order to permit ease of administration, provided however that the percentage stated in **Exhibit D** (as it may be amended) shall prevail in any event. Each Unit shall each have one vote in the Association on a formula of one vote per Unit to permit equality among Units.

§3.5. Alterations by Unit Owner. Subject to this Declaration, the Bylaws and the Rules and Regulations of the Association as amended from time to time, a Unit Owner may make nonstructural improvements and alterations within the interior of the Unit. However, no Unit Owner may make any improvements or alterations or do any work whatsoever which would impair the structural integrity or mechanical systems or the walls separating units or life safety systems of a Building, lessen the support of any portion of the Condominium, or jeopardize the soundness or safety of the Property.

No Unit Owner shall alter any of the Common Elements or paint or otherwise change the appearance of the Common Elements (including without limitation the Limited Common Elements) or paint or otherwise change the exterior appearance of the Unit (including, but not limited to, the exterior surfaces of doors or windows leading to a Common Element or a Limited Common Element) or any other portion of the Condominium, without the prior written approval of the Board of Directors of the Association.

ARTICLE 4
COMMON ELEMENTS, LIMITED COMMON ELEMENTS

§4.1 Common Elements. "Common Elements" means the entire Property other than the Units, and includes:

i. The land, together with the benefit of and subject to all the accompanying rights and easements described in Exhibit A, and all landscaping, vegetation, trees and drives;

ii. The foundations, roof, exterior walls, chimneys, flues and all structural and load bearing portions of the buildings;

iii. All utility lines, pipes, wires, electrical and transmission wires and conduits, any life safety systems, distribution pipes, pumping station, and water and sewer utility lines which serve more than one Unit or which serve one Unit only but are located outside its boundary line (excepting lines and equipment owned by public and municipal utilities and tanks and lines owned by the propane supplier); and

iv. All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use, except as otherwise expressly provided in this Declaration.

§4.2 Limited Common Elements. "Limited Common Elements" means those portions of the Common Elements where the exclusive use is reserved to one or more, but fewer than all, of the Units in accordance with this Declaration. Limited Common Elements, consist of the following:

i. water, sewer or other utility lines, water heaters, electrical circuit breaker boxes and other fixtures designed to serve a single Unit but which are not a defined part of the Unit are Limited Common Elements allocated exclusively to that Unit;

ii. the exterior deck or patio areas, walks, and the porch areas, if any, shown and assigned as Limited Common Elements on the Plans;

iii. any door steps, stoops, thresholds, doors and windows and their frames and sills and any other fixture designed to serve a single Unit but located outside its boundary, and the chimney, and flue, servicing a Unit;

iv. the air space above a Unit and the land and foundation below a Unit; and

VI. the portions of the Property shown on the Plat and Plans or as described as Limited Common Elements pursuant to Section 1602-102(2) and (4) of the Condominium Act.

The allocation of Limited Common Elements cannot be altered except in compliance with the Condominium Act, and with the written consent of the Owners and Mortgagees of record of the Units affected by the reallocation of Limited Common Elements.

§4.3 Common Elements to Remain Undivided. The Common Element Interest of a Unit shall be inseparable from each Unit, and any conveyance, lease, devise or other disposition and any mortgage or other encumbrance of any Unit shall include the Common Element Interest, whether or not expressly referred to in the instrument making such transfer. The Common Elements shall remain undivided and no action for partition or division of any party shall be permitted, unless otherwise provided by law and permitted by

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this Declaration.

§4.4 Connection of Adjoining Units and Limited Common Areas. If the record owners of the subject Unit(s) affirmatively elect, with the written approval of the Board of Directors of the association based on each owner's compliance with the standards set forth hereinafter, all to be evidenced by a recorded instrument duly executed and acknowledged, that portion of the Common Elements located between the boundary lines of adjoining Units or located between a Unit and an adjoining Limited Common Element (with the consent of any other Units sharing the same), may be thereby subjected to an easement in favor of each such Unit respectively running to the midpoint of the space between each Unit or to the Limited Common Element for the removal and alteration of any intervening partition and the creation of apertures therein for passage back-and forth between the two Units or to the Limited Common Element, and for the installation of stairs, doors, windows and frames appurtenant thereto. The owners shall be strictly liable for any resulting damage. At all times after such election each Unit Owner: shall preserve and maintain the structural integrity and architectural style, the mechanical and utility systems, and the support of all portions of the Property; and shall strictly comply with all fire, building code and other governmental laws, ordinances and requirements. Any such Unit Owner or his respective heirs, mortgagees or assigns, may at any time revoke such election by instrument duly executed and acknowledged served on the other such owners and duly recorded, and thereafter may seal up passageways and/or remove the stairs, doors and their frames, and/or install a permanent wall, floor ceiling or other partitions, at all times preserving the structural integrity, the mechanical and utility systems and support of all portions of the Property. Nothing contained herein shall be deemed to merge or otherwise affect the separate identity, configuration or the boundaries of said Units.

§4.5 Alteration of Common Elements by the Declarant. Until all Units have been sold and the Declarant's obligations under purchase and sale agreements for all Units have been satisfied, the Declarant reserves the right to modify, alter, repair or improve portions of the Common Elements, including without limitation, any equipment, fixtures and appurtenances, and further reserves an easement over the Common Elements in order to discharge its obligations and exercise any Declarant Rights, whether arising hereunder or under the Condominium Act.

ARTICLE 5
DECLARANT'S RIGHTS

§5.l Development Rights. The Declarant reserves the rights:

(a) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to locate in the Common Elements and Units of the Property, even though not depicted on the Plat and Plans, and grant and reserve easements and rights-of-way for the installation, maintenance, repair, replacement and inspection of public utility lines, wires, pipes, conduits and facilities servicing or burdening the Property including, but not limited to, water, electric, telephone, cable television, fuel, sewer, and surface and subsurface drainage, provided however that no such easement shall be effective until of record, that no such easements may be granted through Units sold by Declarant to third party who is not a successor Declarant and that the Common Elements shall be promptly restored upon installation and repair;

(b) Until the construction and sale of all Units is completed, including any future Units which may be created hereunder, to connect with and make use of utility lines, wires,

pipes and conduits located on the Property for construction and sales purposes, provided that the Declarant shall be responsible for the cost of services so used;

(c) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to use the Common Elements for ingress and egress, for the construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units or Common Elements including without limitation the movement and temporary storage of construction materials and equipment, the right of vehicular and pedestrian access, the right to park motor vehicles, and for the installation of signs and lighting for sales and promotional purposes;

(d) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to operate and relocate construction, sales, leasing and management offices; permit prospective tenants, purchasers, lenders, appraisers, and others to visit the offices and use the Common Elements and use unsold Units for construction, sales, leasing and display purposes;

(e) Appoint and remove members of the Board of Directors and Officers of the Association in accordance with Section 6.2 of this Declaration;

(f) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to approve of the creation of easements between adjoining Units or between a Unit and an adjoining limited common element in accordance with Section 4.4 of the Declaration in accordance with the standards set forth therein;

(g) Until the expiration of any applicable warranty established by law or agreement, the Declarant, its contractors, agents and employees shall have the right of entry into a Unit to perform warranty-related work, whether for the benefit of dun Unit or any other Unit;

(h) Until the construction, marketing and sale of all Units is completed, including any future Units which may be created hereunder, to grant easements;

(i) Those rights established under Sections 4.5 of the Declaration;

(j) To a create additional units, remove units from the Condominium, or convert the units to common elements;

(k) Those rights established under the Condominium Act.

The exercise of Development Rights shall be subject to the following restrictions:

i. No changes shall be made to the site plan and subdivision approval by the Town of City of Portland Planning Board on _____ and the recorded site plan of 16 Middle Condominium by Owen Haskell, Inc. duly recorded in said Registry of Deeds in Plan Book___, Page ___ unless any applicable approval is received pursuant to the City of Portland's Land Use Ordinances to the extent applicable.

§ **5.2 Phasing.** Developer reserves the rights but not the obligation until seven (7) years from the date of the recording of this Declaration:

(a) To create on the Property a total of up to twenty (20) Units, Common Elements and Limited Common Elements appurtenant to such Units on the land as described in the attached **Exhibit A**, all pursuant to Section 1602-110 of the Condominium Act.

(b) Upon the addition of such Units to the Condominium, the Allocated Interests of

all Units shall be reallocated in accordance with Section 3.4 of this Declaration and Exhibit D shall be amended accordingly.

(c) To exercise any rights under this Section, the Declarant shall prepare, execute and record an amendment to the Declaration pursuant to the Condominium Act, which amendment may include a Plat and Plans as required by the Condominium Act to the extent not previously recorded. Said amendment shall become effective upon recording without the consent of any other person.

§5.3 Assignment. All or any part of the rights, powers or reservations of Declarant contained in this Declaration may be assigned by Declarant to any person or entity which will assume the duties and obligations of Declarant related to the rights, powers or reservations assigned. Upon the recording of an assignment of such rights, powers or reservations pursuant to which the assignee assumes the duties and obligations of Declarant related thereto, the assignee shall become a successor Declarant as to such rights, powers or reservations assigned and shall have the same rights and powers and be subject to the same duties and obligations as are given to and assumed by Declarant herein, and Declarant shall be relieved from all liability with respect to the rights, powers, reservations, duties and obligations hereunder which are assumed by the assignee.

§5.4 Amendment, Waiver, Etc.

This ARTICLE 5 and Sections 4.4 and 4.5 shall not be amended or waived without the consent of the Declarant duly recorded in said Registry of Deeds.

The rights and benefits of ARTICLE 5 and all other rights of Declarant set forth in this Declaration, the Bylaws or otherwise, as amended from time to time, may be transferred in whole or part by recorded instrument specifically referring to this Section and executed by Declarant and its successor or assignee.

The Declarant shall have the right to waive the Development and Special Declarant Rights reserved hereunder in whole or part by an written instrument provided that such waiver shall only be effective upon recording in said Registry of Deeds and such waiver shall be subject to the limitations of Section 1603-103(d) of the Act regarding Declarant Control of the Association.

ARTICLE 6
CONDOMINIUM ASSOCIATION

§6.1 The Association. The term "Association" means the association of the Unit Owners organized pursuant to Section 1603-101 of the Condominium Act as a nonprofit corporation under the Maine Non Profit Corporation Act. The membership of the Association at all times shall consist exclusively of all Unit Owners, or in the event of a termination of the Condominium as provided in the Condominium Act, of all former Unit Owners entitled to distributions of proceeds, or their heirs, successors or assigns. Persons having an interest in a Unit solely as security for an obligation shall not be considered members.

Each Unit Owner shall automatically become a member of the Association, which membership shall continue as long as she or he continues as a Unit Owner, and upon the termination of the interest in the Condominium, his or her membership and any interest in

the assets of the Association shall be automatically transferred and inure to the next Unit Owner or Owners succeeding him in interest.

The Association shall have all the powers granted pursuant to its Bylaws, the Condominium Act and the Maine Non Profit Corporation Act.

§6.2 Board of Directors Powers; Declarant Control Period. Except as otherwise provided in Section 1603-103(b) of the Condominium Act, the Board of Directors may act on behalf of the Association and shall have all of the powers necessary or appropriate for the administration of Association.

During the Declarant Control Period, the Board of Directors shall be composed of three (3) natural persons. The term "Declarant Control Period" means the period which extends from the date of the recording of this Declaration until the earlier of (a) seven (7) years following the conveyance of the first Unit to a Purchaser or (b) sixty (60) days after the conveyance of 75% of the Units, other than a conveyance to a successor Declarant. The Declarant shall have the right during the Declarant Control Period to appoint, remove and replace from time to time any and all members of the Board of Directors, and officers of the Association, without the necessity of obtaining resignations. The directors appointed by the Declarant need not be Unit Owners.

Following the expiration of Declarant Control Period, the affairs of the Association shall be governed by a Board of Directors composed of no less than three (3) and no more than seven (7) natural persons, the exact number of which shall be established by the Bylaws of the Association. A majority of the members at the Board of Directors shall be Unit Owners or spouses of Unit Owners or in the case of a Unit Owner which is a corporation, limited liability company, partnership, trust or estate or other legal entity, a designated agent thereof.

The transition from Declarant-appointed members of the Board of Directors to the Unit Owners generally shall occur no later than the earlier of (a) sixty (60) days after the conveyance of 75% of the Units to purchasers other than a successor Declarant, or (b) seven (7) years following conveyance of the first Unit to a Purchaser, or (c) at such earlier date as the Declarant in its sole discretion shall specify. Prior to the expiration of the Declarant Control Period, a transition meeting of the Association and a transition election shall be held at which all of the members of the Board of Directors and officers of the Association appointed by the Declarant shall resign, and the Unit Owners, including the Declarant if the Declarant owns any Units, shall thereupon elect a Board of Directors to act in the place and stead of those resigning.

By written notice duly recorded in said Registry of Deeds specifically referring to this Section, the Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors prior to the termination of the Declarant Control Period, but in that event the Declarant may require, for the duration of the Declarant Control Period that specified actions of the Association or Board of Directors, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before such action can become effective.

§6.3 Bylaws. The initial bylaws of the Association are attached hereto as **Exhibit E**.

§6.4 Rules and Regulations. The Board of Directors shall have the power from time to time to adopt, amend and enforce Rules and Regulations relative to the operation, use and occupancy of the Units and the Common Elements, consistent with the provisions of this

Declaration, Bylaws and the Condominium Act including, but not limited to, the appointment of such committees and the enactment and enforcement of such enforcement procedures and penalties for violations as the Board of Directors shall deem appropriate. Any such Rules and Regulations shall be adopted or amended, by means of appropriate resolutions duly approved by the Board of Directors. Notice of such Rules and Regulations and any amendment thereto shall be sent to each Owner or occupant of a Unit promptly after the adoption thereof, and shall bind all Owners, their heirs and assigns, any all tenants, invitees, guests and other persons entering upon the Property.

§6.5 Parking. The Association shall have the right and responsibility to assume that certain Parking Lease dated May 1, 2013 by and between Ocean Gateway Garage, LLC and 8 Middle Land Company, LLC (the "Parking Lease"). The Association shall fulfill all of the Tenant's obligations thereunder, including payment of fees for parking assessable against a Unit Owner. The Association shall establish rules regarding the allocation of parking spaces to Unit Owners and with respect to the obligation of Unit Owners to make payments required under the Parking Lease, which payments shall not be deemed common expenses by may be separately assessed against a Unit Owner who fails to make such payments as may be required.

ARTICLE 7
COMMON CHARGES AND ASSESSMENTS

§7.1 Common Expenses and Service Charges. "Common Expenses" include, but are not limited to, such costs and expenses established by the Condominium Act, by this Declaration, by the Bylaws, or by the Board of Directors in connection with the administration, operation, maintenance and repair of the Condominium and the Property and the rendering to Unit Owners of all related services.

"Limited Common Expenses" means the Common Expenses associated with the maintenance, repair or replacement of a Limited Common Element, which shall be assessed against the Units to which the appurtenant Limited Common Element is assigned in proportion to the relative Common Expense Liabilities of such Units, as the Board of Directors may periodically establish and determine. If all Units have similar Limited Common Elements, then all Units shall pay such expenses in accordance with their Common Expense Liabilities.

"Service Charges" means charges for services benefiting fewer than all the Units, which area assessed exclusively against the Unit or Units benefited in accordance with the use of such services as permitted by Section 1603-115(c) of the Condominium Act and the Bylaws.

All expenses for the administration, operation, maintenance and repair of the condominium and the Property shall be borne by the Unit Owners, by means of assessments as set forth herein. In accordance with the requirements of City of Portland Planning Board, the City of Portland shall have no responsibility whatsoever to provide services in connection with such administration, operation, maintenance and repair, including, but not limited to, services involving snow plowing, trash collection and the lighting of private roads.

§7.2 Allocation and Payment of Assessments of Common Expenses. The total amount of common expenses shall be assessed to the Units as follows.

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(a) The Common Expenses that are not otherwise assessed as Limited Common Expenses or Service Charges shall be assessed against all the Units in proportion to the relative Common Expense Liabilities as set forth herein.

(b) If the Board of Directors determines that a Limited Common Expense benefits more than a single Unit in a manner which is not uniform among all Units, then such Limited Common Expense shall be assessed solely against the benefited Units benefited in proportion to the relative Common Expense liabilities of such Units as between themselves, all as the Board of Directors may periodically determine. If a Limited Common Expense only benefits a single Unit, that Limited Common Expense shall be assessed solely against the Unit benefited, as the Board of Directors shall determine.

(c) For electricity, telephone and cable television services, and, if separately metered, water and sewer, each Unit Owner shall promptly pay the bills for such services consumed or used in his or her Unit. Any electricity serving the Common Elements, and water and sewer if not separately metered shall be assessed to each Unit as a Common Expense, subject of the right of the Association to submeter and then separately charge for water and sewer services supplied to the Units as Service Charges.

Fuel shall be supplied through public utilities. Such utilities shall be separately billed to each Unit pursuant to a supply contract with the Association, and in accordance with such rules and regulations as may be established from time to time by the Association.

(d) Each Unit is subject to a lien in favor of the Association for the unpaid Common Expenses, Limited Common Expenses, Service Charges and penalties, fines, interest and costs of collection including reasonable attorneys' fees, all as provided in the Condominium Act, the Declaration and the Bylaws.

(e) In any event no later than 60 days after the first Unit is conveyed, all Units owners including the Declarant shall commence paying monthly common charges to the Association for all Units which have been legally created and submitted to the Condominium.

§7.3 Service Charges. The Association shall have the express power to separately assess a Unit and the owner thereof as a "Service Charge" for services rendered to that Unit. Such Service Charge assessments shall constitute a lien on the Unit with the same status as a lien for Common Expense liability assessments under the Condominium Act, this Declaration and Bylaws, which lien for service charges may be foreclosed in like manner as a mortgage on real estate. The recordation of this Declaration constitutes record notice of the lien. Service Charges shall include without limitation:

(i) If a Unit Owner, its employees, guests or tenants requests the Association or its agent to perform repair and maintenance work on his Unit, or damages the Common Elements or safety systems or fails to perform maintenance and repair work required, the expense thereof as determined by the Board of Directors or its designee may be assessed as a Service Charge.

(ii) Fees, if any, which may be established by the Board of Directors for the use and maintenance of water, sewer and/ or other utility services and equipment, and propane if provided by a central tank and not billed directly to the Unit by the supplier. Likewise, water and sewage services and propane if supplied to each Unit may be measured separately by such methods and systems established by the Board of Directors in their discretion. The expense of public utility charges for water and

sewer services, for propane if provided by an on site central tank, and of associated equipment maintenance and repair and reasonable reserve allowances may also be calculated by the Board of Directors in their discretion and assessed monthly as a service charge to each Unit. For budgeting and working capital purposes, the Board of Directors may charge Unit Owners monthly in advance for such expenses based on its reasonable estimate thereof, subject, however, to such periodic reconciliation as the Board in its discretion may deem appropriate based on the measuring system adopted by the Board. At the election of the Board of Directors, the expense of capital improvements, major repairs or renovations to the water and sewer supply systems may be assessed either as a common expense or as a service charge. The expense of water and sewer services for the Common Elements may be assessed as a Common Expense or as a Service Charge at the election of the Board of Directors.

(iii) Insurance premiums for permanent improvements to Units installed by Unit Owners and insured by the request of the Unit Owner with the Association's hazard insurance carrier.

§7.4 Payment of and Lien for Assessments, Service Charges, Fines, Etc.

(a) Each Unit Owner shall pay to the Association or its designee the following amounts: (i) on the first day of each month or on such other date that the Board of Directors may determine, one-twelfth (1/12th) of the common charges for Common Expenses including Limited Common Expenses, and Service Charges and revised Common Expenses including revised Limited Common Expenses, assessed against his Unit; (ii) all special assessments and any other sums duly levied against the Unit pursuant to this Declaration, the Bylaws, the Rules and Regulations or the Condominium Act which are assessed against Unit Owners; and (iii) fines, penalties and fees as provided by this Declaration, the Bylaws or the Condominium Act, all interest and late charges and legal fees and other costs of collection thereof.

If for any reason the Association shall revise its annual budget and as a result the Common Expenses or Limited Common Expenses are increased, then commencing on the next day assessments are due each Unit Owner shall pay to the Association or its authorized representative such revised annual Common Expenses, including Limited Common Expenses, assessed against his Unit.

(b) The total annual assessment levied against each Unit for Common Expenses, Limited Common Expenses, Service Charges, any special assessment, other sums duly levied against the Unit pursuant to this Declaration, the Bylaws, the Rules and Regulations, or the Act, all interest and late charges, all legal fees and other costs of collection thereof, and all fines, penalties and fees as provided in this Declaration or the Bylaws: (i) shall constitute the personal liability of the Owner of the Unit so assessed; and (ii) shall, until fully paid, constitute a lien against the Unit in favor of the Association as provided in Section 1603-116 of the Condominium Act.

Such lien is prior to all other liens and encumbrances on a Unit except (a) liens and encumbrances recorded before the recordation of this Declaration, (b) a first priority mortgage recorded before or after the date on which the assessment sought to be enforced becomes delinquent, and (c) statutory liens for real estate taxes and other governmental assessments or charges against the Units; provided, however, that such lien is not subject to the provisions of 14 M.R.S.A. Section 4651 and 18-A M.R.S.A. Section 2-201, *et seq.*, as they or their equivalents may be amended or modified from time to time.

If any assessment is payable in installments, upon a default by such Unit Owner in

the timely payment of any two (2) installments in any fiscal year, the maturity of the remaining total of the unpaid installments may be accelerated at the option of the Board of Directors, and the entire balance of the assessment may be declared due and payable in full.

(c) The lien for assessments described in subparagraph (b) may be enforced and foreclosed by the Association in like manner as a mortgage on real estate as provided in the Condominium Act, or by any other means presently or hereafter provided by law or in equity. A suit to recover a money judgment for unpaid assessments, interest, fines, penalties, and costs of collection may be maintained against the Unit Owner personally without foreclosing or waiving the lien securing such assessments, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

(d) Upon a default in the payment of any amount due the Association or a violation of any provision of the Condominium Act, this Declaration, the Bylaws, or the Rules and Regulations of the Association, which violation continues after reasonable notice from the Association to the Unit Owner, then that Unit and its occupants may be excluded from the use and enjoyment of any and all of the Common Elements not essential to access to the Unit, in addition to all other remedies available to the Board of Directors.

§7.5 Liability. Multiple owners of a Unit shall each be jointly and severally liable for all Common Expenses, Limited Common Expenses, special assessments, Service Charges, interest, fees, penalties and costs of collection. A grantee shall not be prevented from exercising any right to recover from the grantor such amounts paid for those assessments, common charges, etc. arising prior to the conveyance. A grantee or proposed purchaser for a Unit under a purchase and sale contract may obtain a statement from the Association setting forth the amount of unpaid common charges, assessments and service charges, late fees, interest and costs of collection against the Unit and such other items required by the Condominium Act, upon payment of such fee as may be established from time to time by the Board of Directors,. The grantee shall not be liable for, and the Unit conveyed shall not be subject to a lien for any unpaid amounts due from the grantor before the statement date in excess of the amount set forth in the statement except interest, late fees and costs of collection accruing thereafter.

§7.6 Budget. The proposed budget adopted by the Association's Board of Directors shall be adopted unless rejected by a two-thirds (2/3) vote of all Unit Owners.

§7.7 Working Capital Fund. The Declarant shall establish a segregated working capital fund for the Association equal to $1,000 per Unit, to be paid by each Unit purchaser at the initial transfer of title by the Declarant to the purchaser and shall be paid to the Association. Such fund shall be held in a segregated account, owned by and in the name of the Association, established at a Maine financial institution insured by the Federal Deposit Insurance Corporation or other equivalent federally sponsored insurance. No purchaser shall be entitled to a refund of such monies from the Association upon any subsequent transfer of a Unit.

ARTICLE 8
MAINTENANCE AND USE

§8.1 General Maintenance Responsibilities. The Units and Common Elements shall be maintained and repaired by each Unit Owner and the Association in accordance with the provisions of Section 1602-107 (a) of the Condominium Act.

§8.2 Maintenance of Common Elements. Generally the Association shall be responsible for the maintenance, repair and replacement of the Common Elements, including but not limited to snowplowing, street lighting and trash pickup (unless provided by the municipality), all as determined by the Board of Directors. If such repair or replacement of the Common Elements shall be necessitated by the negligence, neglect or misconduct of fewer than all of the Unit Owners, in which case such cost shall be assessed to the Unit Owners responsible as a Service Charge.

§8.3 Maintenance of Limited Common Elements. Generally the Association shall maintain, repair and replace the Limited Common Elements, all as determined by the Board of Directors. The Association may elect to wash exterior windows and assess the Units therefore as a Service Charge or as a part of the general Common Charges.

The Association may assess Limited Common Expenses applicable to particular Unit(s) to such Unit(s) if the item giving rise to the expense shall be uniquely for the benefit of such Unit(s) only. If such repair or replacement of the Limited Common Elements shall be necessitated by the negligence, neglect or misconduct of fewer than all of the Unit Owners, in which case such cost shall be assessed to the Unit Owners responsible as a Service Charge.

Provided however that each Unit Owner shall maintain the interior and exterior surfaces of door and window glass and remove snow and ice from the steps and deck Limited Common Elements appurtenant to the Unit, but the Association may elect to wash exterior windows and remove such ice and snow and assess the Unit therefore as a Service Charge or as a part of the Common Charges.

§8.4 Maintenance of Unit/Repair Responsibility. Each Unit Owner shall keep and maintain her or his Unit and its equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition, whether such maintenance and repair shall be structural or nonstructural. Each Unit Owner shall do all redecorating, painting and varnishing which at any time may be necessary to maintain the good appearance and condition of such Unit. The Unit Owner shall maintain the interior surface of windows in the Unit, including periodic washing. No Unit Owner shall deposit any trash, dirt, debris or other substance from the Unit onto the Common Elements or Limited Common Elements, except in designated trash disposal areas.

The Board of Directors may adopt Rules and Regulations requiring the Unit Owners periodically to replace water heaters and washing machine hoses.

Each Unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from his failure or negligence to make any of the repairs required by this Article. Each Unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors or the managing agent any defect or need for repairs for which the Association is responsible.

To the extent that any damage to a Unit is covered by the Association's insurance, the Unit Owner shall be responsible for (i) payment of the first $250 of the insurance deductible, if any (or such other amount established by the Rules and Regulations) and for (ii) uninsured damage to any Common Element for which the Unit Owner is otherwise responsible due to the fault or negligence of the Owner.

§8.5 Liability of Owner. Each Unit Owner shall be liable, and the Association shall

have a lien against his Unit for, all costs of maintaining, repairing or replacing any portion of another Unit or of the Common Elements including Limited Common Elements to the extent that such costs are caused by or attributable to such Unit Owner's act, neglect or carelessness or by that of such Unit Owner's guests, employees, agents, lessees, invitees, or their pets. The Association shall have the right to repair any damage so caused, to cure or correct the cause of the damage and to maintain or replace such damaged Unit or Common Element to the extent the Association deems necessary and appropriate. Such liability shall include any increase in insurance rates occasioned by uses, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed to modify any waiver by insurance companies of rights or subrogation against such Unit Owner.

§8.6 Use and Occupancy Restrictions on Units. Each Unit shall be occupied and used subject to the following restrictions:

(a) *Commercial Use.* Units may be used for commercial purposes, consistent with applicable zoning and code requirements imposed by the City of Portland.

(b) *Nuisance/ Hazard.* Units shall not be used or operated so as to create a nuisance or an unreasonable interference with the peaceful possession or proper use of any other Unit or the Common Elements.

No Unit owner shall not carry on, or permit to be carried on, any practice which unreasonably interferes with the quiet enjoyment and proper use of the other Units, or which creates or results in a hazard on the Property.

(c) *Fire Safety and Noise Control.* No Unit owner shall impair or remove any acoustical, sound deadening, or fire-resistant material from the walls, floors or ceilings of a Unit without replacing the same with materials of equal or greater such qualities.

(d) *Trash.* Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed in Rules and Regulations established by the Board of Directors. No articles of personal property belonging to any Unit owner shall be stored in any portion of the Common Elements.

(e) *Governmental Requirements.* All Unit owners, their employees, guests and invitees shall comply with and conform to all applicable laws and regulations of the State of Maine, and all ordinances, rules and regulations of the City of Portland. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

§8.7 Use of Common Elements. Subject to this Declaration, the Bylaws or by the Rules and Regulations adopted from time to time by the Board of Directors pursuant to its powers, each Unit Owner, employee, occupant, tenant, guest, visitor and invitee may use the Common Elements in common with all other Unit Owners and their employees, occupants, tenants, guests, visitors and invitees, in accordance with the purposes for which they are intended, without hindering or encroaching upon the lawful rights of the other Unit Owners, upon the following terms:

Motor vehicles may be parked only in the garage adjacent to the Condominium designated from time to time by the Board of Directors for parking. No parking shall be permitted in areas posted against parking by the Board of Directors or the City of Portland.

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No parking is permitted in any turn around areas.

The Board of Directors may adopt such Rules and Regulations as it deems necessary or appropriate to further regulate parking.

(b) *Exterior Alterations.* Except with the written consent of the Board of Directors or as otherwise expressly provided in this Declaration, no person shall (i) construct or maintain any antennas, dishes, wires, cables, fences, decks, steps, signs, canopies, clotheslines or other structures, nor (ii) plant, trim, cut or remove vegetation, trees or shrubs, nor (iii) materially alter the grading or landscaping, nor (iv) do any other thing which affects the appearance from the exterior of the Common Elements or Limited Common Elements.

The Board of Directors may its discretion designate areas in which Unit Owners may plant flowers and annuals based on plans specifically approved by the Board and subject to the obligation of the Unit Owner to maintain such items in good condition and repair, failing which they may be removed by the Association at the Unit Owner's expense.

(c) *Signs.* No signs of any character shall be erected, posted or displayed from any Unit, Common Element or Limited Common Element without the prior written approval of the Board of Directors, except for such signs as may be posted by the Declarant for the promotional or marketing purposes as permitted herein or as permitted by the Condominium Documents. The Board of Directors shall have sole authority to erect the exterior sign or signs authorized by the City of Portland. The Board of Directors may also erect or authorize directional and identifying sign(s) listing the name and location of each occupant of the Units.

(d) *Obstruction/ Storage.* No Unit Owner shall obstruct any of the Common Elements nor shall any Unit Owner place or store anything on any of the Common Elements except those areas designated for parking by the Condominium Documents or as permitted by the Board of Directors.

(e) *Responsibility.* Neither the Board of Directors, the Association, any Unit Owner, nor the Declarant shall be considered a bailee of any personal property stored on the Common Elements (including vehicles parked on the Common Elements), whether or not exclusive possession of the particular area is given to a Unit Owner for storage or parking purposes. None of them shall be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

§8.8 Leasing. The Bylaws may not impose restrictions on the use of the Commercial Unit in excess of the requirements of this Declaration.

The Declarant shall have the right to operate any Units (even if not then created as Units) owned by the Declarant as a rental property, and may establish and maintain offices, signs and other accouterments normally used in the operation of rental properties in the Declarant's discretion. Such rental operations shall be for the benefit of the Declarant; neither the Association nor any Unit Owner shall have any interest or right in the profits and losses from such operations.

ARTICLE 9

EASEMENTS

§9.1 Utilities, Pipes and Conduits. Each Owner shall have an easement, in common with all other Unit Owners, to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Easements serving his/her Unit and located in any of the other Units. Each Unit shall be subject to an easement in favor of other Unit Owners to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Association shall have the right to grant to third parties additional permits, licenses and easements over and through the Common Elements for utilities, ways, and other purposes reasonably necessary or useful for the proper maintenance and operation of the Condominium.

§9.2 Access. Subject to the terms of this Declaration, the Bylaws and the Rules and Regulations, each Unit Owner shall have an easement in common with all other Unit Owners to use the Common Elements as a means of access to and from his Unit.

§9.3 Association and Board of Directors Access. The Association and its officers and directors and such persons as may be authorized by the Board of Directors shall have the right of access to each Unit, as provided in Section 1603-107(a) of the Condominium Act for the inspection, maintenance, repair or replacement of the Common Elements and Limited Common Elements located in the Unit or accessible from the Unit or for making any addition or improvements thereto; or to make repairs to any Unit, the Common Elements or the Limited Common Elements if such repairs are reasonably necessary for public safety or to prevent damage to any other Unit, the Common Elements or the Limited Common Elements; or to abate any violation of law, orders, rules or regulations of the Association or of any governmental authorities having jurisdiction thereof. In case of an emergency, such right of entry shall be immediate whether or not the Unit Owner is present at the time. Upon request of the Association, each Unit Owner shall provide the Association with a copy of each key to the Unit.

§9.4 Encroachments. Each Unit and the Common Elements are subject to an easement for structural and lateral support in favor of every other Unit. If any portion of the Common Elements or Limited Common Elements hereafter encroach upon any Unit, or if any Unit hereafter encroaches upon any other Unit or upon any portion of the Common Elements or Limited Common Elements, as a result of settling or shifting of any building in which they are located, other than as a result of the willful or negligent act or omission of the owner of the encroaching Unit or of the Association in the case of encroachments by the Common Elements or Limited Common Elements, then a valid easement for the encroachment and for the maintenance of the same shall exist. In the event that a building is partially destroyed as a result of fire or other casualty or as a result of a taking by eminent domain or by deed in lieu of condemnation and is subsequently rebuilt, encroachments due to such rebuilding shall be permitted, and valid easements appurtenant thereto shall exist.

§9.5 Ancillary Easements through Common Elements. The Common Elements (including, but not limited to, the Limited Common Elements) adjacent to a Unit are subject to the following easements in favor of the adjacent Unit:

(i) For the installation, repair, maintenance, use, removal and/ or replacement of pipes, ducts, heating and air conditioning systems, electrical, cable television, telephone and other communication wiring and cables and all other utility lines and conduits which are a part of or serve any Unit and which pass across or through a portion of the Common Elements.

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(ii) For the installation, repair, maintenance, use, removal and/ or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common Elements adjacent to such Unit; provided that the installation, repair maintenance, use, removal or replacement of any part of the Common Elements, adversely affect either the thermal, fire safety or acoustical character of the building or impair or structurally weaken the building.

(iii) For driving and removing nails, screws, bolts and other attachment devices into the Unit side surface of the studs which support the sheet rock or plaster perimeter walls bounding the Unit, the bottom surface of joists above the Unit and the top surface of the floor joists below the floor of a Unit to the extent such nails, screws, bolts and other attachment devices may encroach into a part of a Common Element adjacent to such Unit; provided that any such action will not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal, safety, or acoustical character of the buildings or impair or structurally weaken the buildings.

ARTICLE 10

RIGHTS OF MORTGAGE LENDERS ON UNITS

§10.1 Right to Mortgage. Each Unit Owner shall have the right to mortgage or encumber his own respective Unit together with its appurtenant Allocated Interests. Except as provided by Section 1603-112 of the Condominium Act, a Unit Owner may not mortgage or encumber the Common Elements in any manner except as a component of the Allocated Interests appurtenant to his/her Unit.

§10.2 Identification of Mortgagee. A Unit Owner who mortgages his/her Unit shall notify the Board of Directors in writing of the name and address of his Mortgagee(s).

§10.3 Mortgage Foreclosure and Dispositions. Any holder of a first mortgage covering a Unit which obtains title to the Unit pursuant to a foreclosure or other exercise of the remedies provided in the Mortgage or through deed in lieu of foreclosure after written notice of default which deed identities the circumstances classifying it as such a deed shall take title to the Unit with its appurtenant Allocated Interests, free of any claims for unpaid assessments for Common Expenses, Service Charges, late fees, interest and costs levied against such Unit which accrued prior to the acquisition of title to such Unit by the Mortgagee, other than the proportionate share of the Common Expenses which become due and payable from and after the date on which the Mortgagee shall acquire title to the Unit through a completed foreclosure or deed in lieu of foreclosure.

In the event the Association adopts any right of first refusal or purchase option arising in the event of the sale or transfer of a Unit, it shall not impair the right of an institutional mortgage lender to foreclose its mortgage, to accept a deed in lieu of foreclosure after written notice of default which deed identifies the circumstances classifying it as such a deed, or to dispose or lease a Unit so acquired.

§10.4 Eligible Mortgage Holder. "Eligible Mortgage Holder" means the holder of record of a recorded first Mortgage encumbering a Unit (a "Mortgage") which has delivered

written notice to the Association, by prepaid United States Mail, return receipt requested, or by delivery in hand securing a receipt therefore, stating: (a) the name and address of the holder of the Mortgage, (2) the name and address of the owner of the Unit encumbered by such Mortgage, (3) the identifying number of such Unit, and (4) containing a statement that such Mortgage is a recorded first mortgage. The Secretary or manager of the Association shall maintain such information.

Eligible Mortgage Holders shall have all rights specified in the Condominium Act. Furthermore after the filing of the request by an Eligible Mortgage Holder, the Board shall cause notice to be sent to the Eligible Mortgage Holders (and any insurers or guarantors of such mortgages identified in the request) of anyone or more of the following events affecting the mortgaged Unites), if so requested.

i. Default in the payment of Common Charges, Assessments, Service Charges, or other amounts due the Association which continues for Sixty (60) days or as required by the Condominium Act;

ii. Default or violation of the Condominium Documents, or any proceedings by the Association relating thereto;

iii. The expiration, cancellation or material modification of insurance required to be maintained under the Declaration or Bylaws of the Association;

iv. A material amendment to the Declaration requiring the consent of Eligible Mortgage Holders;

v. Termination of the Condominium pursuant to Section 1602-118 of the Condominium Act;

vi. Change in the Allocated Interests of a Unit, voting rights, a change in Unit boundaries or the subdivision of a Unit;

vii. The merger or consolidation of the Condominium with another condominium;

viii. The conveyance or subjection to a security interest of any portion of the Common Elements;

ix. The lapse, cancellation or material modification of any insurance policy maintained by the Association or any use of any hazard insurance proceeds other than for repair or restoration of the Property; and

x. Such other events specified in the Condominium Act.

If in said request to the Association forwarded by an Eligible Mortgage Holder the mortgage is identified as being subject to the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans' Administration, the Federal Housing Administration or other recognized institutional mortgage programs, then the Association shall maintain such hazard and other insurance policies and coverage required under said mortgage programs and identified in said notice from the institutional mortgage holder, to the extent such insurance is available to the Association.

§10.5 Mortgagee Approval Rights. For a material amendment to the Declaration or

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any of the actions specified below but subject in any event to the provisions of the Condominium Act, approval must be obtained from Eligible Mortgage Holders representing in the aggregate at least 51 % of the votes of Units subject to mortgages held by Eligible Mortgage Holders. An amendment affecting any of the following is considered material:

i. Voting rights in the Association;

ii. Change in percentage liability for common expenses, assessment liens for common expenses, priority of assessment liens, or the subordination of assessment liens, or increases in the assessments of more than 25% over the prior year;

iii. Reduction in reserves for maintenance, repair and replacement of Common Elements;

iv. Responsibility for maintenance and repairs;

v. Reallocation of pro rata interests in the Common Elements, the Limited Common Element or rights to their use;

vi. Alteration of the definitions of the boundaries of any Unit, including the partition or subdivision of a Unit;

vii. Convertibility of Units into Common Elements or vice versa;

viii. Expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;

ix. Hazard insurance or fidelity bond requirements;

x. Imposition of any restrictions on the leasing of Units;

xi. Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;

xii. A decision by the Association to establish self-management after more than 50 Units have been created when professional management had been required previously by an Eligible Mortgage Holder or by the Condominium Declaration or the Bylaws;

xiii. Restoration or repair of the Property (after damage or destruction, or partial taking by eminent domain or condemnation) in a manner other than that specified in the Declaration;

xiv. Any action to terminate the Condominium after substantial damage destruction or condemnation occurs;

xv. Any provisions of this Article and any other provision of this Declaration expressly benefits mortgage holders, insurers or guarantors; or

xvi. Any provisions of this Article.

When Unit Owners are considering termination of the Condominium for reasons other than substantial damage, destruction or taking by eminent domain of the Condominium, the Eligible Mortgage Holders representing at least 67% of the votes of Units subject to mortgages held by Eligible Holders must agree.

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Approval shall be presumed when an Eligible Mortgage Holder is sent a written request for approval of a proposed amendment by registered or certified mail, return receipt requested, and then fails to submit a response within 30 calendar days after the notice is received.

§10.6 Mortgagee Priority. No provision of the Condominium Documents shall be deemed or construed to give a Unit Owner, or any other person, priority over the rights of any Eligible Mortgage Holder under its mortgage in the case of a distribution of insurance proceeds or condemnation awards for losses to or taking of Units, Common Elements, or both.

§10.7 Records. An Eligible Mortgage Holder may examine the books, records and accounts of the Association at reasonable times. The Association shall maintain current copies of this Declaration, the Association's articles of incorporation, Bylaws, and other Rules and Regulations concerning the Condominium as well as its own books, records, and financial statements available for inspection by Unit Owners or by any Eligible Mortgage Holder, insurers, and guarantors of first mortgages that are secured by Units available during normal business hours. Upon written request, any Eligible Mortgage Holder may obtain an audited statement of the Association's fiscal affairs prepared by an independent certified public accountant once the Condominium has been established for a full fiscal year, which preparation shall be prepared at the Eligible Mortgage Holder's expense.

ARTICLE 11
INSURANCE

§11.1 General. No later than the date of the first conveyance of a Unit to a person other than the Declarant, the Association, shall obtain and maintain as a Common Expense, the policies of insurance described below to the extent such policies shall be reasonably available. If such insurance is not maintained, then the Association shall give written notice thereof to the Unit Owners and the Eligible Mortgage Holders. To the extent that such insurance subsequently becomes unavailable, the Association shall obtain as a substitution the most comparable insurance available. The Board of Directors is hereby irrevocably appointed as attorney-in-fact for each Unit Owner and for each Mortgagee and Eligible Mortgage Holder and for each owner of any other interest in the Property, for purchasing and maintaining the insurance, for the collection and disposition of any insurance, including distribution pursuant to Section 1603-113(c) of the Condominium Act, for the negotiation of losses and execution of releases of liability, and for the execution of all documents, and performance of all other acts necessary to accomplish these purposes.

§11.2 Property and Casualty Insurance for Units and Common Elements. The Association shall obtain and maintain in effect an "all-risk" fire and casualty insurance policy covering the Property with extended coverage, vandalism, malicious mischief, windstorm, debris removal, cost of demolition and water damage endorsements, issued by an insurance company authorized to do business in the State of Maine (which company shall also meet the ratings requirements of the Federal National Mortgage Association), insuring as a single entity the entire Property including the Common Elements, the Limited Common Elements Units, and the fixtures, supplies and common personal property belonging to the Association, excepting the land, foundations, excavations, and other similar items customarily excluded from property insurance policies and also excepting furniture, furnishings or other personal property supplied or installed by Unit Owners. The policy shall cover the interests of and name as insureds the Association, the Board of Directors, and all Unit Owners and their Mortgagees as their insurable interests may appear.

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Such blanket or master insurance policy shall be in an amount equal to 100% of the then current full replacement cost of the insured Property (exclusive of the land, excavations, foundations and other similar items customarily excluded from such coverage), without deduction for depreciation, together with coverage for the payment of common expenses with respect to damaged Units during the period of reconstruction. Such insurance policy may, at the option of the Board of Directors, contain such deductible as the Board of Directors shall reasonably deem appropriate but not to exceed the lesser of $10,000 or one percent (1%) of the policy's face amount. Unless otherwise established by the Board of Directors from time to time, a Unit Owner shall pay the expense of repair of damage to his/her Unit in the initial deductible amount of $250 (as such greater amount as may be revised by the Rules and Regulations adopted by the Board of Directors from time to time) not covered by the insurance; the Association shall not be responsible for the costs of repair of damage to the Unit in the amount of the Unit Owner's insurance deductible. Such casualty insurance policy shall also include the following provisions:

(i) The following endorsements or their equivalent: (a) "no control," meaning that coverage shall not be prejudiced by any act or neglect of any occupant or Unit Owner or their agents, when such act or neglect is not within the control of the insured, or the Unit Owners collectively, nor by any failure of the insured, or the Unit Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the insured, or the Unit Owners collectively, have no control; (b) "Construction Code Endorsement" or "increased cost of construction," (c) "agreed amount" or elimination of co-insurance clause; and (d) "inflation guard," when it can be obtained.

(ii) That any "no other insurance" clause shall expressly exclude individual Unit Owners' policies from its operation, so that the physical damage policy purchased by the Board of Directors shall be deemed primary coverage and any individual Unit Owners' policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder provide for or be brought into contribution with insurance purchased by individual Unit Owners or their Mortgagees;

(iii) The recognition of any Insurance Trust Agreement whereby the Board of Directors may designate in writing an Insurance Trustee to hold any insurance proceeds in trust for disbursement, as provided in Section 11.3 below; and

(iv) A standard "mortgagee clause" which shall: (a) provide that any reference to a mortgagee in such policy shall mean and include all holders of mortgages of any Unit, in their respective order and preference, whether or not named therein; (b) provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of the Association or owners or any persons under any of them; and (c) waive any provision invalidating such mortgagee clauses by reason of the failure of any mortgagee to notify the insurer of any hazardous use or vacancy, and requirement that the mortgagee pay any premium thereon, and any contribution clause.

§11.3 Casualty Losses, Adjustment and Payment; Insurance Trustee. Any loss covered by the insurance policy described in Section 11.2 above shall be adjusted with the Association acting through its Board of Directors, but the insurance proceeds shall be payable to the Insurance Trustee designated for that purpose, if any, as provided in the Condominium Act and otherwise to the Association, and not to any Mortgagee.

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The Insurance Trustee or the Association as applicable shall hold any insurance proceeds in trust for Unit Owners, Mortgagees and other lien holders as their interests may appear. The Board of Directors shall cause the Insurance Trustee or the Association to obtain a surety bond in 100% of the amount of the insurance proceeds for the faithful performance of the duties as insurance trustee before it shall be entitled to receive such proceeds. Subject to the provisions of this Article, the Bylaws and Section 1603-113(e) of the Condominium Act, the proceeds shall be disbursed first for the repair or restoration of the damage to the Property. Unit Owners, Mortgagees and other lien holders are not entitled to receive payment of any portion of the proceeds, unless either (i) there is a surplus of proceeds after the damaged Common Elements and Units have been repaired or restored, or (ii) the decision has been made not to repair or restore the damage as provided in Section 1603-113(h) of the Condominium Act, or (iii) the Condominium is terminated in whole or part.

§11.4 Liability Insurance. The Board of Directors shall obtain and maintain, as a Common Expense, comprehensive general public liability insurance (including medical payments insurance) and property damage insurance in such limits as the Board may from time to time determine, insuring each Board of Directors member, the managing agent, each Unit Owner and the Declarant against any liability to the public or to the Unit Owners (and their invitees, agents and employees) covering all occurrences commonly insured against for death, bodily injury or property damage, arising out of the maintenance, ownership or use of the Common Elements, and for any legal liability resulting from suits or actions related to employment contracts to which the Association is a party. Such insurance shall be issued on a comprehensive liability basis and shall contain: (a) a cross liability endorsement, under which the rights of a named insured under the policy shall not be prejudiced with respect to his action against another named insured; (b) hired and non-owned vehicle coverage; (c) a "severability of interest" endorsement, which shall preclude the insurer from denying liability to a Unit Owner because of negligent acts of the Association or of another Unit Owner; and (d) a broad form liability extension endorsement including "personal injury," contractual liability, and other coverage commonly included in such broad form endorsement. The Board of Directors shall review such limits once each year, but in no event shall such insurance be less than one million dollars ($1,000,000.00) covering all claims for bodily injury or property damage arising out of one occurrence.

§11.5 Additional Required Provisions. All insurance policies required to be carried by the Association under this Article shall in addition contain the following provisions or features:

i. The insurer waives any right to claim by way of subrogation against the Declarant, the Association, the Board of Directors, the managing agent or the Unit Owners, and their respective agents, employees, guests and, in the case of the Unit Owners, the members of their households;

ii. The Declarant, so long as the Declarant shall own any Unit, shall be protected by all such policies as a Unit Owner;

iii. Each Unit Owner is an insured person under the policy with respect to liability arising out of the ownership of an undivided interest in the Common Elements or membership in the Association;

iv. The insurer waives its right to subrogation under the policy against any Unit Owner or members of his household;

v. No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to

recovery under the policy; and

vi. If at the time of a loss under the Association's policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

§11.6 Other Insurance. The Board of Directors shall obtain and maintain as a Common Expense:

i. To the extent reasonably available, "directors and officers'" liability insurance, to satisfy the indemnification obligations of the Association;

ii. Workers' compensation insurance, if and to the extent necessary to meet the requirements of law;

iii. Flood insurance if any or all of the Property is located in a special flood hazard area equal to the greater of 100% of the insurable value of the Property or the maximum coverage available under the appropriate national Flood Insurance Administration program. A blanket or master policy shall be obtained which includes a maximum deductible of the lesser of $5,000 or one percent (1.00%) of the policy face amount; and

iv. Such other insurance as the Board of Directors may determine, as may be requested by a majority of the Unit Owners, or as may be required by Federal National Mortgage Association Guidelines (including, without limitation, fidelity bond coverage).

§11.7 Memoranda and Cancellation. All insurers that shall issue an insurance policy or policies under this Article shall issue certificates or memoranda of insurance to the Association, and, upon request, to any Unit Owner or Mortgagee.

All such insurers issuing the policy may not cancel (including cancellation for non-payment of premium), substantially modify, or refuse to renew such policy or policies until twenty (20) days after notice of the proposed cancellation of non-renewal has been mailed to the Association, the managing agent, each Unit Owner and each Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

§11.8 Separate Insurance. Each Unit Owner shall have the right, at his own expense, to obtain insurance for his Unit and for his own benefit and to obtain insurance coverage upon his personal property and for his personal liability as well as upon any improvements made by him to his Unit under coverage normally called "improvements and betterments coverage;" provided, however, that no Unit Owner shall be entitled to exercise his right to acquire or maintain such insurance coverage which would decrease the amount which the Association on behalf of all Unit Owners may realize under any insurance policy maintained by the Association, or to cause any insurance coverage maintained by the Association to be brought into contribution with insurance coverage obtained by a Unit Owner. All such Unit Owner's policies shall contain waivers of subrogation.

At the request of the Association any Unit Owner who obtains an individual insurance policy covering any portion of the Condominium, other than improvements and betterments made by such Owner at his expense, and personal property belonging to such Owner, shall file a copy of such individual policy or policies with the Board of Directors within thirty (30) days after the purchase of such insurance. Such Unit Owner shall also

promptly notify the Board of Directors in writing in the event such policy is canceled. Each Unit Owner shall notify the Board of Directors in writing of all structural improvements made by the Unit Owner to his Unit; provided, however, that this sentence shall not be construed as an authorization to Unit Owners to make structural improvements to Units otherwise than in accordance with this Declaration, the Bylaws and Rules and Regulations promulgated by the Board of Directors. Any premium increase caused by such improvements may be assessed to the Owner of the improved Unit. No Unit Owner shall be entitled to receive insurance proceeds for the repair, restoration or rebuilding of any such improvements not so reported to the Board of Directors, unless otherwise consented to by vote of the Board of Directors.

Notwithstanding any other provision of this Declaration, during the period a building or other associated improvements are under construction prior to the creation of Units therein, the Declarant shall be responsible for procuring casualty insurance on the building and the proceeds of such insurance shall be the exclusive property of the Declarant and its mortgagee.

ARTICLE 12
DAMAGE OR DESTRUCTION.

§12.1 Repair. Any portion of the Property damaged or destroyed shall be repaired or replaced promptly by the Association unless:

i. the Condominium is terminated;

ii. repair or replacement would be illegal under any state or local health or safety statute or ordinance; or

iii. one hundred percent (100%) in interest of the Unit Owners vote not to rebuild, including every owner of a Unit or limited common area which would not be rebuilt, and including the consent of the Eligible Mortgage Holders as required herein.

The cost of repair or replacement in excess of insurance proceeds and reserves or not covered by any deductible shall be a Common Expense, provided that Unit Owners shall be responsible for $250 of the insurance deductible for damage to their individual Units or such greater portion of the deductible established by the Rules and Regulations adopted from time to time by the Board of Directors.

§12.2 Application of Insurance Proceeds. If the entire Property is not completely repaired or replaced:

i. the insurance proceeds attributable to the damaged Units and Common Elements shall be used to restore the damaged areas to a condition compatible with the remainder of the Condominium;

ii. the insurance proceeds attributable to Units which are not rebuilt, including without limitation the interest in the Common Elements and in Limited Common Element, shall be distributed to such Unit Owners and their mortgagees; and

iii. the remainder of the proceeds shall be held in trust to be distributed to the Unit Owners and their mortgagees in accordance with the Condominium Act.

Any loss covered by such insurance shall be adjusted with the Association, which shall

exclusively represent all Unit Owners in any proceedings, negotiations, settlements or agreements. The insurance proceeds shall be paid to the Association as trustee for the Unit Owners and lien holders as their interests may appear. Mortgagees' liens shall transfer in order of priority to the insurance proceeds. Notwithstanding the provisions of this Section, Article 13 of the Declaration governs the distribution of insurance proceeds if the Condominium is terminated. If the members vote not to rebuild any Unit, that Unit's percentage interest in the Common Elements shall be automatically reallocated to the then remaining Units in proportion to their percentage interests prior to the reallocation, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocation. Unless a Unit Owner has requested and received written confirmation from both the Association and the Association's hazard insurance carrier of optional insurance coverage for the owner's permanent improvements and betterments within the Unit, the Unit Owner shall be responsible for the expense of repair or replacement.

Notwithstanding any other provision of this Declaration, during the period a building is under construction prior to its creation as a Unit and the time the Unit commences paying common charges, the Declarant shall be responsible for procuring casualty insurance on the building and the proceeds of such insurance shall be the exclusive property of the Declarant and its mortgagee.

ARTICLE 13
TERMINATION OF CONDOMINIUM

§13.1 Termination. In accordance with Condominium Act, the Condominium may be terminated in whole or part with the agreement of the Owners of Units to which at least eighty per cent (80%) of the Votes in the Association are allocated, and that percentage of Eligible Mortgage Holders required herein and the Condominium Act. Termination shall not bar the subsequent resubmission of the Property to the Condominium Act.

§13.2 Effect of Termination. Upon removal of the Property from the Condominium Act, the Unit Owners shall hold the Property and any proceeds thereof as tenants in common in accordance with the Condominium Act and subject to the Condominium Act with any mortgages or liens affecting a Unit to attach in order of priority against the resulting interest.

ARTICLE 14
EMINENT DOMAIN

§14.1 Acquisition of Unit(s). If a Unit is acquired by eminent domain, to the extent the award is paid to the Association or is controlled by this Declaration or the Association, the award shall be applied to compensate the Unit Owner and his mortgagee(s), if any, for the Unit and its percentage interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition of the Unit, its Allocated Interests shall be automatically reallocated to the remaining Units in proportion to their respective Allocated Interests before the taking, and the Association shall promptly prepare, execute, and record an instrument reflecting the reallocations.

If part of a Unit is acquired by eminent domain, to the extent the award is paid to the Association or is controlled by this Declaration or the Association, the award shall be applied to compensate the Unit Owner and the mortgagee(s), if any, for the reduction in

value of the Unit and its interest in the Common Elements, whether or not any Common Elements are acquired. Upon such acquisition, (i) that Unit's Allocated Interests shall be reduced in proportion to the reduction in the size of the Unit, and (ii) the portion of the allocated interest divested from the partially acquired Unit shall automatically be reallocated to that Unit and the remaining Units in proportion to their respective Allocated Interests, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interests provided however, that each Unit shall continue to have one vote to permit equality among Units.

§14.2 Acquisition of Common Elements. If part of the Common Elements are acquired by eminent domain, the Association shall be entitled to payment of the award, subject, however, to the Condominium Act; generally the portion of the award attributable to the Common Elements taken shall be distributed to the Unit Owners and their mortgagee(s) in accordance with the Condominium Act, unless the Association rebuilds or acquires comparable elements. Any portion of an award attributable to the acquisition of a Limited Common Elements or as may otherwise benefit the Condominium as determined by a Court of competent jurisdiction must be equally divided among the owners of the Units to which that Limited Common Element was allocated at the time of acquisition in proportion to their interests in the Common Elements.

§14.3 Rights of the Association and Mortgage Holders. In the event of a proposed acquisition by eminent domain, the Association shall have the right but not the obligation to act and to intervene on behalf of Unit Owners. Nothing contained in this Declaration, the Bylaws or any rule or regulation adopted by the Association, however, shall entitle any Unit Owner or other person to priority over a first mortgagee of a Unit pursuant to its mortgage instrument in the right to receive eminent domain awards for the taking of Units and/or Common Elements.

ARTICLE 15
AMENDMENTS

§15.1 General. Certain amendments to this Declaration may be made unilaterally by the Declarant in accordance with this Declaration and the Condominium Act. In addition, certain amendments may be unilaterally executed and recorded by the Association as described in Condominium Act Sections 1601-107, Eminent Domain, 1602-108(c), Allocation of Limited Common Elements, 1602-112(a), Relocation of Boundaries Between Adjoining Units, 1602-113, Subdivision of Units and 1602-117(a), Amendment of Declaration, and certain amendments to this Declaration may be made by certain Unit Owners in Sections 1602-108(b), Reallocation of Limited Common Elements, 1602-112(a), Relocation of Boundaries Between Adjoining Units, 1602-113(b), Subdivision of Units, or 1602-118(b), Termination of Condominium.

Otherwise subject to the other provisions of this Declaration and of the Condominium Act, the Declaration and the accompanying Plats and the Plans may be amended as follows:

(a) *Before Any Conveyance.* Prior to the conveyance of any Unit by the Declarant to a third party purchaser (other than as security for an obligation), the Declarant shall have the right to unilaterally amend and re-amend this Declaration in any manner that the Declarant may deem appropriate.

(b) *After First Conveyance.* After the first conveyance of Unit by a Declarant to a third

party purchaser, the terms of the following procedures shall apply to an amendment of this Declaration:

i. *Development and Special Declarant Rights.* Notwithstanding any other provision of this Declaration, the Declarant acting unilaterally may record amendments to this Declaration which result from the exercise of Development and Special Declarant Rights pursuant to this Declaration and/or the Act.

ii. *Proposal and Notice.* An amendment to the Declaration may be proposed by either the Board of Directors or by Unit Owners holding at least 20% of the votes in the Association. Notice of the subject matter of a proposed amendment, including the proposed text thereof, shall be included in the notice of any meeting in which a proposed amendment is to be considered, and such notice shall be given to all Unit Owners and all eligible Mortgage Holders.

iii. *Approval..* The amendment shall be adopted if it receives the affirmative vote or written consent of 67% or more of the total percentage in interest of all votes in the Association in all cases and such Eligible Mortgage Holders as may be required herein. Unit Owners and mortgagees may express their approval in writing or by proxy. Provided however that no amendment may change the uses to which a Unit may be put without the unanimous consent of the owners of Units affected. Except as specifically provided to the contrary in this Declaration or the Act, no amendment may alter the boundaries of a Unit or the Allocated Interests allocated to a Unit without the unanimous consent of all affected owners.

iv. *By Written Agreement.* In the alternative, an amendment may be made by an agreement signed by the record Owners of Units to which are allocated 100% of the Units in the manner required for the execution of a deed and acknowledged by at least one of them, together with any required approval by Eligible Mortgage Holders, and such amendment shall be effective when certified and recorded as provided below.

§15.2 Proviso; Consent of Declarant. No amendment of this Declaration shall make any change which would in any way affect any of the rights, privileges, powers and options of the Declarant, its successors or assigns, unless the Declarant shall approve such amendment.

§15.3 Notice, Execution and Recording. After each amendment to this Declaration adopted by the Association pursuant to this Article has been recorded, notice thereof shall be sent to all Unit Owners and to all Eligible Mortgage Holders, but failure to send such notices shall not affect the validity of such amendment. A certificate of each such amendment shall be executed and acknowledged by such officer(s) or director(s) of the Association designated for that purpose by the Bylaws. The amendment shall be effective when such certificate and copy of the Amendment are recorded.

§15.4 Notice and Challenge. No action to challenge the validity of an amendment to this Declaration adopted by the Association may be brought more than one (1) year after such amendment is recorded.

ARTICLE 16
GENERAL PROVISIONS

§16.1 Enforcement. The failure to comply with the terms of this Declaration, the Bylaws and the Rules and Regulations adopted pursuant thereto shall entitle the Association to (a) take court action, including without limitation suit for injunctive relief, and/ or (b) take such further action as permitted under the Bylaws, and/ or (c) enter the Unit or Common Elements in which such violation or breach exists and summarily to abate and cure the violation at the expense of the defaulting Unit Owner, and the Board of Directors shall not be deemed guilty in any manner of trespass when enforcing these terms. The exercise of anyone remedy shall not preclude the exercise of other remedies provided by law, the Condominium Act, this Declaration or in the Bylaws. In any such enforcement action or proceeding the Association shall be entitled to recover the costs of the proceeding, including reasonable attorneys' fees and costs, with interest.

The failure of the Board of Directors to enforce any covenant, restriction or other provision of the Condominium Act, the Bylaws or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

§16.2 Units Not Yet Separately Assessed. In the event that for any year real estate taxes are not separately taxed and assessed to each separate Unit Owner but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective Common Expense Liabilities.

§16.3 Conflict. If any provision of this Declaration, the Bylaws or the Rules and Regulations conflicts with any applicable laws, including, but not limited to, the Condominium Act, then the laws shall be deemed controlling; but the validity of the remainder of this Declaration, the Bylaws and Rules and Regulations, and the application of any such provision, section, clause, phrase, or word in other circumstances shall not be affected thereby.

§16.4 Severability. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

§16.5 Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

§16.6 Captions. The headings in this Declaration are for purposes of reference only, and shall not limit or otherwise affect the meaning hereof. The table of contents is attached to this Declaration for purposes of reference and convenience only, and shall neither limit nor otherwise affect the meaning of this Declaration. References in this Declaration to Articles, and Schedules without references to the document in which they are contained are references to this Declaration. Schedules are attached to and incorporated by reference into this Declaration.

§16.7 Gender, Number, Etc. The use of the singular number in this Declaration shall be deemed to include the plural, the plural the singular, and the use of any one gender shall be deemed applicable to all genders.

§16.8 Power to Interpret. Any dispute or disagreement with any person other than the Declarant with respect to interpretation or application of this Declaration or the Bylaws or the Rules and Regulations shall be determined by the Board of Directors, which

determination shall be final and binding on all parties.

§16.9 Disputes with Declarant and Arbitration. In any dispute between one or more Unit Owners and the Declarant regarding the Common Elements, the Board of Directors shall act for the Unit Owners, and any agreement with respect thereto by the Board of Directors shall be conclusive and binding upon the Unit Owners.

All claims, disputes and other matters in question between the Declarant, on the one hand, and the Association or any Unit Owner(s), on the other hand, arising out of or relating to a Unit, the Common Elements, the Limited Common Elements, this Declaration, the Bylaws, the Rules and Regulations, or the deed to any Unit or the breach thereof, or the course of dealing between any Unit Owner, the Association and the Declarant, except for claims which have been waived by the acceptance of a deed, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise in writing. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance applicable law in any court having jurisdiction thereof.

ARTICLE 17
NOTICES

§17.1 Notices.

(a) *To Unit Owners.* All notices, demands, bills and statements or other communications affecting the Condominium shall be given to Unit Owners by the Association in writing and shall be delivered in hand, delivered to the Unit, or sent by United States mail, postage prepaid. If such notification is of a default or lien, then it shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the Unit Owner at the address which the Unit Owner shall designate in writing and file with the Secretary of the Association, or if no such address is so designated, the address of the Unit of such Unit Owner who is the record owner thereof.

(b) *Notice to the Association.* All notices, demands, statements or other communications affecting the Condominium given by the Unit Owners to the Association shall be in writing, and shall be deemed to be delivered personally, securing a written receipt therefore, or sent by United States mail, postage prepaid, return receipt requested, addressed to the Association at the principal office of the managing agent, if any, and to the secretary of the Association at the Secretary's address.

(c) *Notice to Eligible Mortgage Holder.* All notices, demands, statements or other communications affecting the Condominium given by the Association to any Eligible Mortgage Holder shall be in writing and shall be delivered personally, securing a written receipt, or sent by United States mail, postage prepaid, addressed to the Eligible Mortgage Holder at the address identified pursuant to the notice given to the Association when it became an Eligible Mortgage Holder.

DRAFT

WITNESS its hand and seal as of _____, 2015.

BATEMAN PARTNERS, LLC

_____ By:_____

Witness Name:

Its:

STATE OF MAINE
CUMBERLAND, ss _____, 2015

Personally appeared the above-named _____ in his/her said capacity and acknowledged the foregoing Declaration to be his/her free act and deed, and the free act and deed of said limited liability company, before me,

Name: _____ _
Attorney at Law/Notary Public

DRAFT

Exhibit A Legal Description of Land

Exhibit B Condominium Plat

Exhibit C Condominium Floor Plans

Exhibit D Allocated Interests

Exhibit E Condominium Association Bylaws

DRAFT

2. RIGHT, TITLE AND INTEREST

2.1 OVERVIEW

The current owner of the property is Eight Middle Land Company, LLC. The applicant has a Purchase Option Agreement for the property, a copy of which is attached as Attachment C.

2.2 PARKING

The applicant has an agreement to lease parking for the project at the adjacent Ocean Gateway Garage and intends to provide 124 spaces through this agreement. A copy of the Lease Agreement is provided as Attachment D.

The proposed project is required to have 115 parking spaces per Ordinance requirements, as summarized in the following table:

USE	RATE	REQUIRED # OF SPACES
5,032 SF Retail	1 space per 200 SF of floor area in excess of 2,000 SF not used for bulk storage	16 spaces
39,526 SF Professional Office	1 space per 400 SF	99 spaces
Total		**115 Spaces**

2.3 ATTACHMENTS

Attachment C – Purchase Option Agreement
Attachment D – Lease Parking Agreement

ATTACHMENT C

Purchase Option Agreement

MEMORANDUM OF PURCHASE OPTION AGREEMENT
(8 Middle Street, Portland, Maine)

MEMORANDUM OF PURCHASE OPTION AGREEMENT made this _____ day of March, 2014 with respect to the following described Purchase Option Agreement:

SELLER:	EIGHT MIDDLE LAND COMPANY LLC, a Maine limited liability company with a place of business in Portland, Maine.
PURCHASER:	BATEMAN PARTNERS, LLC, a Maine limited liability company with a mailing address of P.O. Box 3572, Portland, ME 04104-357.
PREMISES:	Land, any buildings or improvements, appurtenant rights (including parking rights) and easements, located at 8 Middle Street, Portland, Maine, all as described in the deed from Hancock & Middle LLC to Seller dated May 1, 2013 and recorded in the Cumberland County Registry of Deeds in Book 30623, Page 314 (the "Premises"), a copy of which is attached as Schedule A.
TERM:	The purchase option shall be elected by Purchaser, if at all, on or before September 2, 2014.
RIGHT OF EXTENSION:	None, without Seller's written consent.

This Memorandum is intended to provide notice of the Purchase Option Agreement and shall not modify or amend any of the terms of the Purchase Option Agreement. In the event of any conflict between this Memorandum and the Purchase Option Agreement, the terms of the Purchase Option Agreement shall control.

Signature Page Follows.

IN WITNESS WHEREOF, the Seller and Purchaser have caused this Memorandum of Purchase Option Agreement to be executed by their duly authorized representatives as of the day and year set forth above.

Witness:

EIGHT MIDDLE LAND COMPANY LLC

By: _____
Fred M. Forsley
Its: Manager

Seller

BATEMAN PARTNERS, LLC

By: _____
Nathan Bateman
Its: Manager

Purchaser

STATE OF MAINE
COUNTY OF CUMBERLAND, ss. March 7, 2014

Then personally appeared the above-named Fred M. Forsley, Manager of Eight Middle Land Company LLC and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Eight Middle Land Company LLC.

Before me,

_____
~~Notary Public~~ / Attorney At Law

Brandon J. Mazer
Print name

My Commission expires: _____

Doc#: 25734 Bk:30623 Pg: 314

QUITCLAIM DEED WITH COVENANT

HANCOCK & MIDDLE LLC, a Maine limited liability company with its principal place of business in Portland, County of Cumberland and State of Maine (the "Grantor"), for consideration paid, grants to EIGHT MIDDLE LAND COMPANY LLC, a Maine limited liability company with its principal place of business in Portland, County of Cumberland and State of Maine and having a mailing address of c/o Shipyard Brewing Company, 86 Newbury Street, Portland, ME 04101 (the "Grantee"), WITH QUITCLAIM COVENANT, certain real property, together with any improvements thereon (collectively, the "Premises"), located on Middle Street in Portland, Cumberland County, Maine, and shown as "Proposed Lot 2" on a plan entitled "Subdivision/Recording Plat on India Street and Fore Street, Portland, Maine" made for Riverwalk, LLC, 25 India Street, LLC, Hancock & Middle, LLC and Ocean Gateway Garage LLC by Owen Haskell, Inc., dated March 22, 2006, as last revised April 13, 2006 (the "Plan") and recorded in Cumberland County Registry of Deeds in Plan Book 207, Page 54.

MAINE REAL ESTATE TAX PAID

The Premises are conveyed SUBJECT TO that certain exclusive perpetual easement reserved in the Quitclaim Deed from Ocean Gateway Garage LLC to the Grantor dated May 25, 2007 and recorded in the Cumberland County Registry of Deeds in Book 25165, Page 230 for the benefit of Ocean Gateway Garage LLC, its successors and assigns, to be used as the principal access to, certain land of Ocean Gateway Garage LLC ("Ocean Gateway Garage Remaining Land") shown on the Plan as "Proposed Lot 3", for pedestrian and vehicular ingress and egress and other uses described, over and across that portion of the property conveyed herein which is a strip of land being fifty feet in width and running along the entire southwesterly sideline of the Premises and extending from Middle Street to Ocean Gateway Garage LLC's Remaining Land (the "Garage Access Easement Area") such Garage Access Easement Area being depicted as "50' Access Easement Benefits Ocean Gateway Garage LLC Lot" on the Plan.

As set forth in and without limitation of the provisions of the foregoing Quitclaim Deed, the Premises are conveyed SUBJECT TO the exclusive perpetual rights and easements for the benefit of Ocean Gateway Garage Remaining Land to: (a) pave, grade, excavate, maintain, construct and reconstruct in any way or manner, all or any portion of the Garage Access Easement Area and all or any portion of improvements located on the Garage Access Easement Area from time to time by Ocean Gateway Garage LLC, its successors and assigns; (b) lay, maintain, repair and replace utility lines, including without limitation, gas, electricity, sewer, water, storm, drainage and all Utility Services as defined in accordance with 33 M.R.S.A. § 458 in, on, under and over the Garage Access Easement Area; (c) build, maintain, replace and repair (which may include snow plowing, cutting, clearing, filling, grading, paving, fencing, gates, gate houses, traffic islands, traffic and parking control devices and other security measures) and all and any

improvements in and on said Garage Access Easement Area necessary, expedient, or incident to the use and enjoyment thereof as Ocean Gateway Garage LLC, its successors and assigns, may deem necessary or useful in order to use, operate and maintain any of the improvements, including that certain multilevel parking garage constructed on the Ocean Gateway Garage Remaining Land, and all and any improvements located on the Garage Access Easement Area; (d) park on the Garage Access Easement Area, including the right to temporarily park service vehicles, construction and maintenance vehicles and equipment and store equipment and supplies in or on the Garage Access Easement Area; (e) locate any footings, walls, buildings, or other improvements in, on or under the Garage Access Easement Area; and (f) to utilize existing encroachments, if any. The Premises are conveyed subject to all permitting conditions applicable to Ocean Gateway Garage LLC and its remaining land, as such conditions may be amended from time to time. Grantee hereby accepts the Premises "as is," "where is" and "with all faults."

The Premises are conveyed together with the right to construct, operate and maintain two above ground pedestrian ramps to the Gateway Garage from any building constructed on the Premises and the right to construct in the air space above the Garage Access Easement Area an extension of any building constructed on the Premises as well as a supporting wall or columns with footings along the southwesterly property line of the Premises (being also within and along the southwest line of the Garage Access Easement Area) and together with such further ancillary rights, as are described in, and all of which to be in accordance with and subject to that certain Abutters Agreement between Ocean Gateway Garage LLC and the Grantee of even date to be recorded herewith and incorporated by reference as if more fully set forth herein. The pedestrian ramps referenced above are referred to in the Abutters Agreement and hereinafter as the "Pedestrian Ramps" and the air space rights and supporting walls, etc. rights are collectively referred to in the Abutters Agreement and hereinafter as the "Air Rights Improvements".

Meaning and intending to convey, and hereby conveying, the same premises as those described in a Quitclaim Deed from Ocean Gateway Garage LLC to Hancock & Middle LLC dated May 25, 2007, and recorded in the Cumberland County Registry of Deeds in Book 25165, Page 230.

[Signatures on Following Pages]

IN WITNESS WHEREOF, HANCOCK & MIDDLE LLC has caused this instrument to be executed by Riverwalk Venture, LLC, its Manager, through Intercontinental Fund IV Ocean Gateway, LLC, Intercontinental Real Estate Investment Fund IV and Intercontinental Real Estate Corporation, its parent companies, and by Peter Palandjian, as President and Treasurer of Intercontinental Real Estate Corporation, hereunto duly authorized, as of this 1st day of May, 2013.

HANCOCK & MIDDLE LLC, a Maine limited liability company
By: RIVERWALK VENTURE, LLC, a Maine limited liability company, Its Manager

By: Intercontinental Fund IV Ocean Gateway, LLC, Its Manager

By: Intercontinental Real Estate Investment Fund IV, LLC, Its Manager

By: Intercontinental Real Estate Corporation
Its Manager

By: _____
Peter Palandjian
Its President and Treasurer

COMMONWEALTH OF MASSACHUSETTS
Suffolk, ss.

On this 7th day of May, 2013, before me, the undersigned notary public, personally appeared Peter Palandjian, President and Treasurer of Intercontinental Real Estate Corporation, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the foregoing instrument, and acknowledged to me that he signed it voluntarily for its stated purpose and as the free act and deed of said Intercontinental Real Estate Corporation and as parent corporation of each of Intercontinental Real Estate Investment Fund IV, LLC, Intercontinental Fund IV Ocean Gateway, LLC, Riverwalk Venture LLC and Hancock & Middle LLC

_____
Notary Public
Andrea Salvi

ANDREA D. SALVI
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMM. EXPIRES JANUARY 11, 2019

[Joinder of Ocean Gateway Garage LLC to this Deed Continued on Following Page.]

Joinder of Ocean Gateway Garage LLC

Ocean Gateway Garage LLC joins in this deed for purposes of releasing and does hereby release to Eight Middle Land Company LLC: (i) the rights to construct, use and maintain the Air Rights Improvements subject to and as further specified in the Abutter's Agreement and agrees that, in the exercise of its rights in the Garage Access Easement Area, it will not place any improvements that would materially interfere with or prevent the installation of the Air Rights Improvements and (ii) the rights to construct and maintain the Pedestrian Ramps subject to and as further specified in the Abutter's Agreement.

OCEAN GATEWAY GARAGE, LLC a Maine limited liability company
By: RIVERWALK VENTURE, LLC a Maine limited liability company, Its Manager

By: Intercontinental Fund IV Ocean Gateway, LLC, Its Manager

By: Intercontinental Real Estate Investment Fund IV, LLC, Its Manager

By: Intercontinental Real Estate Corporation
Its Manager

By: _____
Peter Palandjian
Its President and Treasurer

COMMONWEALTH OF MASSACHUSETTS
Suffolk, ss.

On this 7th day of May, 2013, before me, the undersigned notary public, personally appeared Peter Palandjian, President and Treasurer of Intercontinental Real Estate Corporation, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the foregoing instrument, and acknowledged to me that he signed it voluntarily for its stated purpose and as the free act and deed of said Intercontinental Real Estate Corporation and as parent corporation of each of Intercontinental Real Estate Investment Fund IV, LLC, Intercontinental Fund IV Ocean Gateway, LLC, Riverwalk Venture, LLC and Ocean Gateway Garage LLC.

_____
Notary Public
Andrea Salvi
My commission expires:

ANDREA D. SALVI
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMM. EXPIRES JANUARY 11, 2019

Received
Recorded Register of Deeds
May 07,2013 03:44:23P
Cumberland County
Pamela E. Lovley

F 5/6

ATTACHMENT D

Lease Parking Agreement

PARKING LEASE
(8 Middle Street Parking)

THIS PARKING LEASE (the "Parking Lease") is entered into as of the 1st day of May, 2013 (the "Effective Date"), by and between OCEAN GATEWAY GARAGE LLC, a Maine limited liability company with an address of c/o Paul J. Nasser, CFO/COO, Intercontinental Real Estate Corp., 1270 Soldiers Field Road, Boston, MA 01235 ("Owner") and EIGHT MIDDLE LAND COMPANY LLC, a Maine limited liability company with a mailing address c/o Shipyard Brewing Company, 86 Newbury Street, Portland, ME 04101 ("Tenant").

W I T N E S S E T H:

WHEREAS, Owner owns the Ocean Gateway Garage, a parking garage containing approximately seven hundred twenty (720) spaces located on a parcel of land approximately thirty-seven thousand (37,000) square feet in area located at 161 Fore Street in the City of Portland, County of Cumberland and State of Maine and shown as "Proposed Lot 3" on plan entitled "Subdivision/Recording Plat" by Owen Haskell, Inc., dated March 22, 2006 as revised April 13, 2006, and recorded in the Cumberland County Registry of Deeds in Plan Book 207, Page 54 (the "Garage"); and

WHEREAS, Owner and Tenant desire to enter into this Parking Lease for the purpose of setting forth the specific terms and conditions of that certain arrangement for parking associated with the development and use by Tenant of the property situated at 8 Middle Street, Portland, Maine (the "8 Middle Street Parcel") conveyed by 8 Middle Street, LLC, a Maine limited liability company, to Tenant by deed of even date as contemplated by a certain Settlement and Reciprocal Release Agreement, also of even date, between Owner, Tenant and others (the "Settlement Agreement") relating to litigation formerly pending in the Business and Consumer Court and in the Cumberland County Superior Court of the State of Maine; and

WHEREAS, Tenant may develop and construct office, retail, residential or other lawful facilities on the parcel located at 8 Middle Street, Portland, Maine and shall use the Parking Spaces, as defined below, for owners, tenants, renters, licensees, invitees, employees transient users of, and/or owners of condominium units in, the 8 Middle Street Parcel (collectively, and as so defined, "Qualified Parkers")

NOW, THEREFORE, for good and valuable consideration including the mutual covenants and agreements herein, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Use of Parking Spaces.

a. As of the Rent Commencement Date, as defined in Section 3 of this Parking Lease, Owner hereby leases to Tenant the right to use *up to* one hundred and forty (140) parking spaces in the Garage upon, subject to and limited by the following terms and conditions: (i) The parking spaces must be drawn down by Tenant in

accordance with Tenant's Draw Down Notice, as defined in Section 1(e) of this Parking Lease, and (ii) The maximum number of parking spaces subject to being drawn down by Tenant's Draw Down Notice shall be the lesser of (x) one hundred forty (140) parking spaces or (y) the minimum number plus one of parking spaces required by the City of Portland for the development by Tenant of the 8 Middle Street Parcel in accordance with permitted zoning and land-use ordinances and regulations for such parcel (as so drawn down by Tenant's Draw Down Notice and as limited by such ordinances and land-use regulations, the "Parking Spaces"). All such parking in the Garage shall be in accordance with and subject to the terms and conditions below and such reasonable rules and regulations established from time to time by Owner governing the leasing and use of Parking Spaces by parkers generally in the Garage. Tenant understands and agrees that, in accordance with customary garage operations and management practices, specific parking spaces are not reserved or dedicated for Tenant and the availability of any specific parking space is not guaranteed. The Parking Spaces are intended for use for automobile, motorcycle, van and SUV parking only, not for the parking of any large commercial trucks or other commercial vehicles.

b. Owner shall make available to Tenant, one parking access card for each space designated in Tenant's Draw Down Notice other than for those spaces for which tenant will be paying rent but which cannot be used for parking because they are necessary for access to the Pedestrian Ramps which connect the Garage to 8 Middle Street referenced in a certain Abutters Agreement of even date between Tenant and Owner or in lieu of parking access cards, such parking codes or other "keys" or means of convenient 24-hour access as shall be available from time to time, which shall in turn be made available to Tenant's Qualified Parkers using the Parking Spaces and which shall provide access to the Parking Spaces for seven days each week and 24 hours of each day.

c. It is understood and agreed that these spaces shall be for Tenant's Qualified Parkers and the Parking Spaces may not be sublet or their use assigned, transferred or loaned to any person or entity who is not a Qualified Parker.

d. The Parking Spaces shall be solely for the benefit of the 8 Middle Street Parcel and no other properties. For the avoidance of doubt, the Parking Spaces may not be used for the benefit of the property situated at 25 India Street now or formerly owned by 25 India Street, LLC or for the benefit of the property of Shipyard Brewing Company. This Parking Lease shall be not be assignable, except in connection with the sale of the 8 Middle Street Parcel with which the Parking Spaces are associated. In no event shall the Tenant sublease the Parking Spaces, or otherwise permit their use or occupancy, at a different rental rate than specified in this Parking Lease, and in no case shall the Tenant sublease or otherwise authorize the use or occupancy of the Parking Spaces by any third person or entity not a Qualified Parker. Tenant acknowledges that its rights under this Parking Lease are and shall be subordinate to the interests of any future mortgagee of the Garage, provided that any such future mortgagee shall enter into a commercially reasonable subordination, non-disturbance and attornment agreement with respect to this Parking Lease. Tenant agrees to attorn to and recognize the holder of any mortgage on

the Garage, now and in the future, in accordance with the terms of such commercially reasonable subordination, non-disturbance and attornment agreement.

e. For Tenant to draw down Parking Spaces as contemplated in Section 1(a)(i) of this Parking Lease, Tenant shall give Owner written notice of its intention to draw down a specific number of Parking Spaces, such number of Parking Spaces drawn down to be subject to the maximum number of Parking Spaces specified in this Parking Lease and subject also to the limitations in number set forth in Section 1(a)(ii) of this Parking Lease. Tenant's written draw down notice to Owner to for the Parking Spaces ("Tenant's Draw Down Notice") shall specify a date no fewer than two (2) years before the date Tenant shall take possession of the Parking Spaces, which date shall be no later than May 1, 2023, and at which date Tenant shall commence the monthly payment of rent under this Parking Lease. Subject to such maximum limitation of ten (10) years limitation for Tenant to have the right to draw down Parking Spaces, Tenant's right to draw down the allowable number of Parking Spaces must be exercised with respect to this Parking Lease on or before May 1, 2021. Tenant shall have the one-time right to extend the date when rent payments will start under Tenant's Draw Down Notice for an additional ninety (90) days after having given such Draw Down Notice provided the Rent Commencement Date does not extend beyond May 1, 2023. Rent under the Parking Lease shall commence immediately at the end of the applicable notice period as aforesaid (i.e., within no more than two (2) years after the Tenant has given Tenant's Draw Down Notice and, in all cases, by May 1, 2023 – whether or not Tenant has given Tenant's Draw Down Notice). In no event shall Tenant ever sublease or otherwise authorize the use or occupancy of the Parking Spaces at a rental rate different than the amount due from Tenant under this Parking Lease. Tenant shall also have the right to cancel or reduce the number of Parking Spaces to be leased under this Parking Lease during the term upon ninety (90) days prior written notice, provided, however, that once such Parking Spaces have been canceled or their number reduced in accordance with such notice, such canceled or reduced Parking Spaces shall no longer be available to be drawn down in the future. In addition, in the event that rental payments are not made as required under this Parking Lease and/or this Parking Lease is duly terminated in accordance its terms and/or this Parking Lease expires, Tenant shall have no further rights to park in the Garage.

f. Notwithstanding any other provision in this Parking Lease to the contrary in the event that a building on the 8 Middle Street Parcel is not yet constructed or has not yet received a certificate of occupancy by May 1, 2023, Tenant may still Draw Down spaces under the preceding subparagraph provided that Tenant's Draw Down Notice has been given by May 1, 2021, and commence paying monthly rent accordingly, and Tenant may sublet those spaces to third parties who are not Qualified Parkers provided (i) that the spaces are rented at the same monthly rent being charged by Owner to monthly parkers and (ii) that within sixty (60) days following receipt of a certificate of occupancy for the 8 Middle Street Property, the restriction limiting the use of parking spaces rented hereunder to Qualified Parkers shall recommence.

2. Deposits. There shall be no Deposit for this Lease, but Tenant shall pay to Owner such customary fees and charges as are imposed by Owner upon other tenants of the Garage for lost cards or replacement cards and/or reimbursement for out-of-pocket expenses arising therefrom.

3. Term. The initial term (the "Initial Term") of this Parking Lease shall be thirty (30) years from the Effective Date, with rent payments under Section 5 below, commencing at the end of the applicable notice period specified in Tenant's Draw Down Notice, as it may be extended as set forth in Section 1(e) of this Parking Lease (the "Rent Commencement Date"). Provided that Tenant is not in default hereunder at the time of renewal, the Initial Term may be extended, upon nine (9) months written notice prior to the expiration of the Initial Term, for an additional thirty (30) year term (the " First Option Term", i.e., from May 1, 2043 to April 30, 2073). Provided that Tenant is not in default hereunder at the time of renewal, the First Option Term may be extended, upon nine (9) months written notice prior to the expiration of the First Option Term, for an additional (30) term years (the "Second Option Term").

4. Monthly Rate. The monthly rate for each Parking Space shall be no more than the Average Monthly Parking Rate (as adjusted annually during the Term and during the Option Term or Terms by Owner) for month-to-month parking spaces located in the following parking lots located in Portland, Maine: (i) Ocean Gateway Parking Garage; (ii) Custom House Parking Garage; and (iii) Casco Bay Ferry Terminal Garage, provided that if at any time during the Term the monthly rate for each Parking Space is increased by more than 20% percent during any 12-month period, Tenant may terminate this Lease upon one hundred eighty (180) days written notice to Owner.

In the event that the Average Monthly Parking Rate is not ascertainable, the rent shall be based upon the fair market value of covered parking spaces in the Portland, Maine "Old Port" area (i.e., the area bounded by Congress Street, Franklin Street, the water and Temple/Union Street).

The Average Monthly Parking Rate shall be set at the Rent Commencement Date in the initial Term and may be increased on June 1st of each year thereafter so long as the Lease is in effect, provided, however, that Owner shall deliver to Tenant not less than thirty (30) days prior to an increase, written notice of any increase in such rate.

All disputes concerning fair market rental rates shall be resolved in accordance with the arbitration procedure specified in this Parking Lease.

5. Payment. Beginning on the Rent Commencement Date, Tenant shall pay Owner the amount due for the Parking Spaces monthly by one check or wire transfer equal to one-twelfth of the amount of annual rent, to be received by Owner in advance, on or before the first day of each month at Owner's address hereinafter set forth or to such other address (e.g., a manager's) as may be designated by Owner in writing to Tenant from time to time. If the Rent Commencement Date does not fall on the first day of the month, then pro-rated rent for the first partial month shall be due on the Rent Commencement Date.

6. Late Payment. If the monthly payment for the Parking Spaces is not received by Owner by the 1st day of each calendar month or on the next business day if the 1st day of the month falls on a weekend or legal holiday, Tenant shall pay Owner (a) all unpaid amounts due with respect to the Parking Spaces, and (b) an additional late charge in the amount of five percent (5%) of the monthly payment for the Parking Spaces. Notwithstanding the foregoing, Tenant shall not be required to make such Late Payments for the first late payment event in any twelve (12)-month period if such late paid amounts are otherwise paid within fifteen (15) days of written notice from Owner of such non-payment. If there is more than one such late payment event in a twelve (12) month period, Tenant shall pay Owner the Late Payment charges set forth in this paragraph for such additional events. In the event that the payment of any amounts due from Tenant is not received by Owner within thirty (30) days of delivery of written notice from Owner to Tenant of such non-payment, then Owner shall have each and every remedy provided by law including the right to immediately terminate their Parking Lease and evict Tenant in a forcible entry and detainer ("FED") action for non-payment of rent, provided that if there is any dispute regarding the amount of rent due or whether paid on time, then any FED action shall only be started after arbitration under Section 15 below. Owner shall also be entitled to a reimbursement of its reasonable attorneys' fees incurred in such FED action. By way of clarification, if there is a dispute over the amount of rent due or whether rent was timely paid, it shall be handled under Paragraph 15 below.

7. Registration of Vehicles. All vehicles utilizing Parking Spaces shall be registered with Owner on forms provided to Tenant by Owner. No fees or charges shall be assessed for the registration of vehicles. Tenant agrees to exercise reasonable efforts to keep a current log of names of users and license numbers for employees using Parking Spaces and, if requested by Owner, provide updated copies of the log to Owner for inspection.

8. Assignment of Parking Lease as Collateral. Tenant shall have the right from time to time to assign this Parking Lease as collateral for a mortgage loan secured by the 8 Middle Street Property, provided that the rights for parking pledged under this Parking Lease shall not be severable from the mortgage or pledge of the 8 Middle Street Property such that any mortgagee, pledgee or collateral assignee of this Parking Lease, upon foreclosure or the exercise of its rights as a secured creditor, could liquidate the pledged parking rights separately from the liquidation of the 8 Middle Street Property. Owner agrees to provide simultaneous copies of any notices to Tenant hereunder, to said mortgagee.

9. Insufficient Parking Spaces. It is understood that, in accordance with the customary garage operations and management practices, Owner shall enter into parking agreements with other parties to use the Parking Spaces at times they are not being used by the Tenant. Owner agrees to use reasonable good faith efforts to ensure that there are sufficient parking spaces available in the Garage to satisfy the rights of Tenant hereunder. In the event there exists insufficient parking spaces in the Garage to meet the requirements of Tenant at any time Tenant exercises its rights to use parking spaces under this Parking Lease, Owner shall be obligated to terminate a sufficient number of monthly tenant-at-will parkers in the Garage within thirty (30) days thereafter as shall, in Owner's reasonable judgment, ensure the regular availability of sufficient parking spaces to meet such requirements of Tenant hereunder. If Tenant or any person entitled to a Parking Space hereunder is unable to find a parking space in

the Garage during allowable Parking Times, Tenant shall notify the Owner of the Garage, or Owner's garage manager as designated from time to time by Owner, within five (5) hours thereof (if between 9 a.m. and 5 p.m.) or if after 5 p.m. then by 10 a.m. on the day after Tenant or any person entitled to a Parking Space hereunder is unable to find a parking space in the Garage, following which Tenant shall be entitled to a credit against the next month's parking fee in an amount equal to the hourly parking rate at the Garage times eight (8) for each day that an employee of Tenant is unable to find a parking space, unless Owner can reasonably establish and document that a parking space was available in the Garage. The credits against parking fees set forth in this Section do not relieve Owner of its obligation to use reasonable good faith efforts to ensure that sufficient spaces are available, as provided herein. In the event Owner is not able to satisfy its obligations under this paragraph by terminating a sufficient number of monthly tenant-at-will parking patrons within the aforesaid thirty (30) days, the parties shall immediately commence good faith negotiations to reach a mutually satisfactory resolution to the issue of insufficient parking spaces within thirty (30) days.

10. Maintenance and Repair of Garage. Subject to the provisions of Paragraph 13 below, Owner shall maintain the Garage in good condition and repair and suitable for the safe parking of vehicles. Owner shall not be deemed in default in any of its obligations under this Parking Lease during any period in which all or any significant portion of the Garage is closed to all parkers for required maintenance and repairs, provided that except in cases of emergency Owner provides Tenant with seven (7) days written notice of such closing of all or any significant portion of the Garage (i.e., more than 100 spaces at any one time), or for any other reasons beyond the control of Owner. Owner shall use reasonable efforts to undertake such maintenance and repair during such times as shall, in the reasonable judgment of Owner, minimally interfere with parking in the Garage. If such maintenance shall cause the Parking Spaces or some significant portion thereof to be unavailable for three (3) or more consecutive days, Tenant shall be entitled to a pro rata credit against the monthly parking fee to the extent of any adverse impact of the availability of the parking spaces demised under this Lease . In the event Owner is not able to satisfy its obligations under this paragraph within the aforesaid time frame, the parties shall immediately commence good faith negotiations to reach a mutually satisfactory resolution to the issue of available parking spaces within thirty (30) days.

11. Insurance. Each party shall maintain or cause to be maintained commercial general liability insurance, the form of which and amount of coverage to be reasonably acceptable to the other party but at any rate not less than $2,000,000 combined single limit, with each policy of insurance coverage containing waiver of subrogation. Each party further agrees to maintain such insurance with acceptable coverage limits during the term of this Parking Lease following the Rent Commencement Date and shall provide the other party with not less than fifteen (15) days written notice prior to the cancellation or expiration of any insurance policy required to be maintained pursuant to this Parking Lease. Owner shall be listed as an additional insured on Tenant's liability policy. Tenant shall procure such coverage and maintain it continually in force during the term of this Parking Lease on and after the date Tenant shall have drawn down and taken possession of the Parking Spaces in accordance with the provisions of Section 1(e) hereof.

12. Damage to Vehicles or Personal Property. Owner shall not be responsible for any damage or loss to vehicles or personal property belonging to any person using any of the Parking Spaces, except for such damage or loss resulting from the Owner's breach of this Parking Lease arising from its gross negligence or willful misconduct or the gross negligence or willful misconduct of Owner's, employees, agents or independent contractors.

13. Cessation of Garage Business. Owner shall not be deemed in default in any of its obligations under this Parking Lease in the event Owner ceases temporarily to operate the Garage, or any portion thereof, due to events beyond the control of Owner, which events may include without limitation, acts of government, embargoes, fire, flood, explosions, hurricanes, tornadoes, acts of God, terrorism or public enemy, strikes, labor disputes, vandalism, riots, or any similar events which, in the reasonable judgment of Owner, make use of the Garage impossible or impractical. If there is a "Casualty Event" (as defined below) the Owner shall have the right to elect whether or not to rebuild or restore the Garage within 120 days of the Casualty Event. If Owner elects to rebuild or restore the Garage, then this Parking Lease shall remain in effect except that Tenant's obligation to pay rent shall abate pro-rata so long as some or all of the Parking Spaces have not been and are not available. If Owner elects not to rebuild or restore the Garage, then this Parking Lease shall terminate upon notice thereof from Owner to Tenant. If Owner elects to rebuild or restore the Garage or if there is damage to the Garage that does not rise to the level of a Casualty Event, Owner agrees to use diligent good faith efforts to complete the reconstruction or restoration within a reasonable period of time. Notwithstanding the foregoing, Owner agrees that if there is a Casualty Event, Owner shall elect to rebuild or restore the Garage, if the insurance proceeds available by reason of such Casualty Event are sufficient to rebuild or restore and so long as said proceeds are not otherwise claimed by Owner' lender under any mortgage on the Garage or otherwise unavailable. A "Casualty Event" shall occur if there is destruction of more than fifty(50%) percent of the Garage. Upon such termination of this Parking Lease by either Owner or Tenant, all rights and obligations of Owner and Tenant hereunder shall cease and shall be of no further force and effect except for such obligations as shall by their express terms, survive termination of this Parking Lease, subject to compliance with Paragraph 14 below. Tenant shall remain liable to Owner for payments due Owner accrued and unpaid up to the date of said termination.

14. Compliance with Terms and Conditions: Indemnity. Tenant shall be responsible for ensuring that the use of the Garage by its employees complies with the terms and conditions of this Parking Lease and such other reasonable rules and regulations as are established from time to time by Owner governing the use of the Garage generally by parking patrons. Tenant hereby agrees to indemnify and hold harmless Owner from any claim, costs, liability and expense including, but not limited to, reasonable attorneys' fees and expenses, arising from or attributable to Tenant's or its guest's or employee's use of the Garage hereunder in violation of this Parking Lease or such rules and regulations or attributable to Tenant's breach of its obligations under this Lease. Owner hereby agrees to indemnify and hold harmless Tenant from any claim, costs, liability and expense, including but not limited to, reasonable attorneys' fees and expenses, arising from or attributable to Owner's acts or failure to act pursuant to its obligations under this Lease. This agreement to indemnify shall survive termination of this Parking Lease.

15. Disputes.

a. Any controversy, claim or cause of action arising out of or relating to this Agreement, other than as to the obligation to pay rent and any additional rent without offset or deduction as provided in this Parking Lease, shall be finally settled by arbitration by a single arbitrator appointed in accordance with and conducting arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall have the power to grant equitable remedies in addition to imposing monetary damages. Arbitration shall be held in Portland, Maine, or such other location as the parties agree. All arbitration under this paragraph shall be final, binding and conclusive. The parties shall separately bear their costs and expenses, including attorneys' fees, associated with any such dispute or arbitration without regard to which of them is the prevailing party.

b. Despite subparagraph a. above, if any party believes it necessary to seek injunctive relief or a provisional remedy (such as forcible entry and detainer or an attachment or trustee process), such party may file a civil action in any court having jurisdiction for such foreclosure, injunctive relief or provisional remedy. The arbitration procedures specified in subparagraph a. above, however, shall apply to the determination of the merits of any monetary claim or defense, and the court proceeding shall extend no further than to provide a kind of relief or remedy not readily available under the subparagraph a. above procedures.

c. Tenant and Owner for themselves, their heirs, successors, and assigns hereby knowingly, willingly and voluntarily waive any and all rights such party may have to a trial by jury in any forcible and detainer ("FED") action or proceeding brought by Owner or Owner's successors and/or assigns based upon or related to the provisions of this Parking Lease. Owner and Tenant hereby agree that any such FED action or proceeding shall be heard before a single judge of the appropriate District Court or a single justice of the appropriate Superior Court, or a Federal District Court Judge sitting in the District of Maine.

16. Estoppel Certificate. At any time, and from time to time, upon the written request of Owner or any mortgagee, Tenant within ten (10) days of the date of such written request agrees to execute and deliver to Owner and/or such mortgagee, without charge and in a form reasonably satisfactory to Owner, Tenant, and/or such mortgagee, a written statement: (i) ratifying this Lease; (ii) confirming the commencement and expiration dates of the term of this Lease; (iii) certifying that Tenant is in occupancy of the Leased Premises, and that the Lease is in full force and effect and has not been modified, assigned, supplemented or amended except by such writings as shall be stated and agreeing not to amend, modify or cancel this Lease without mortgagee's written consent; (iv) certifying that all conditions and agreements under this Lease to be satisfied or performed by Owner have been satisfied and performed except as shall be stated; (v) certifying that Owner is not in default under the Lease and there are no defenses or offsets against the enforcement of this Lease by Owner, or stating the defaults and/or defenses claimed by Tenant; (vi) reciting the amount of advance rent, if any, paid by Tenant and the date to which such rent has been paid and

agrees not to prepay rent more than 10 days in advance; (vii) reciting the amount of security deposit deposited with Owner, if any; and (viii) any other information which Owner or the mortgagee shall reasonably require. Owner agrees, upon written request of Tenant or Tenant's mortgagee to execute and deliver, without change, an estoppel certificate addressing items (i)-(iii) and (iv) (but addressing Tenant's performance) and (v) (but addressing Tenant's performance) and items vi and vii.

17. Subordination. Tenant agrees that, except as hereinafter provided, this Lease is, and all of Tenant's rights hereunder are and shall always be, subject and subordinate to any mortgage or leases of the Garage pursuant to which Owner has or shall retain the right of possession of the Garage or security instruments (collectively called "Mortgage") that now exist, or may hereafter be placed upon the Garage and to all advances made or to be made thereunder and to the interest thereon, and all renewals, replacements, modifications, consolidations, or extensions thereof; provided that so long as Tenant is in full compliance with monetary the terms and provisions of this Lease and in full material compliance with all non-monetary terms and provisions of this Lease (with all defaults, if any, fully and timely cured within applicable grace periods), any such Mortgagee, lessor or purchaser at a foreclosure sale shall recognize Tenant in accordance with the terms hereof; provided further that if the holder of any such Mortgage ("Mortgagee") or if the purchaser at any foreclosure sale or at any sale under a power of sale contained in any Mortgage shall at its sole option so request, Tenant shall attorn to, and recognize such Mortgagee or purchaser, as the case may be, as Owner under this Lease for the balance then remaining of the term of this Lease, subject to all terms of this Lease, and that the aforesaid provisions shall be self-operative and no further instrument or document shall be necessary unless required by any such Mortgagee or purchaser. Should Owner or any Mortgagee or purchaser desire confirmation of either such subordination or such attornment, as the case may be, Tenant upon written request, and from time to time, shall execute and deliver without charge and in commercially reasonable form satisfactory to Owner, the Mortgagee or the purchaser all instruments and/or documents that may be requested to acknowledge such subordination and/or agreement to attorn, in recordable form. In the event Tenant fails to execute and deliver the instruments and documents as provided for in this paragraph within the time period set forth herein, the parties hereto shall immediately commence good faith negotiations to reach a mutually satisfactory resolution to the issue within thirty (30) days. In the event that the parties shall fail to come to agreement within such thirty (30) day period, either party may submit the dispute to resolution by arbitration as provided in this Parking Lease. Failure of either party to comply with any final arbitration award shall constitute an event of default under this Parking Lease.

18. Assignment by Tenant. This Parking Lease may not be assigned, transferred, encumbered or conveyed, or hypothecated, in whole or in part, by Tenant to any other person or entity, under any circumstances, except to a purchaser, lessee, mortgagee, condominium association or other transferee, of the 8 Middle Street Parcel.

19. Miscellaneous.

a. This Parking Lease and the rights and obligations hereunder shall be binding upon the Owner and its successors and assigns in interest. In the event that Owner sells the Garage to a third party, upon the assignment and assumption of this

Parking Lease by the third party, the Owner shall have no further obligations hereunder for any period of time following the assignment and assumption.

b. Except as otherwise provided herein, any notice relating in any way to this Parking Lease shall be in writing and shall be either hand delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

To Owner:

Ocean Gateway Garage LLC
c/o Paul J. Nasser, CFO/COO
Intercontinental Real Estate Corp.
1270 Soldiers Field Road
Boston, MA 01235

With a copies to:

James M. Bradley, Esq.
Bradley & Associates
1270 Soldiers Field Road
Boston, MA 02135-1003

Katharine E. Bachman, Esq.
WilmerHale
60 State Street
Boston, MA 02109

Paul F. Driscoll, Esq.
Norman, Hanson & DeTroy, LLC
415 Congress Street
P.O. Box 4600
Portland, ME 04112-4600

To Tenant:

Eight Middle Land Company LLC
86 Newbury Street
Portland, Maine 04101

With a copies to:

George J. Marcus, Esq.
Marcus, Clegg & Mistretta, P.A.
One Canal Plaza, Suite 600
Portland, ME 04101

and

Nathan H. Smith, Esq.
Bernstein Shur Sawyer & Nelson
100 Middle Street
P.O. Box 9729
Portland, ME 04104-5029

and such notice shall be deemed delivered upon the earlier of actual receipt or three days after deposit in the U.S. mails as set forth above or, in the case of hand delivery, when received in person with a written acknowledgement of receipt. Either party may, by such manner of notice, substitute persons or addresses for notice other than those listed above and also add persons or addresses for notices to lenders or their counsel.

c. All paragraph headings in the Parking Lease are for convenience of reference only and are of no independent legal significance.

d. This Parking Lease may not be modified, waived or amended except in a writing signed by the parties hereto. No waiver of any breach or term hereof shall be effective unless made in writing signed by the party having the right to enforce such a breach and no such waiver shall be construed as a waiver of any subsequent breach. No course of dealing or delay or omission on the part of any party in exercising any right or remedy shall operate as a waiver thereof or otherwise be prejudicial thereto.

e. Any and all prior and contemporaneous discussions, undertakings, agreements and understandings of the parties are merged in this Parking Lease, which alone fully and completely expresses their entire Parking Lease.

f. If any part of any term or provision of this Parking Lease shall be held or deemed to be invalid, inoperative or unenforceable to any extent by a court of competent jurisdiction, such circumstance shall in no way affect any other term or provision of this Parking Lease, the application of such term or provision in any other circumstances, or the validity or enforceability of this Parking Lease.

g. The language used in this Parking Lease shall be deemed to be the language chosen by the parties to express their mutual intent and no rule of strict construction shall be applied against either party. Without limiting the generality of the foregoing, the language in all parts of this Parking Lease shall in all cases be construed as a whole according to its fair meaning, strictly neither for nor against any party hereto, and without implying a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the person who drafted the same. It is hereby agreed that the representatives of both parties have participated in the preparation hereof.

h. This Parking Lease may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall constitute one and the same instrument.

i. This Parking Lease may not be recorded but a Memorandum hereof containing such information as is required by 33 M.R.S.A. § 201 may be recorded by either party at any time after the execution hereof. Owner agrees to execute and have acknowledged and delivered to Tenant for recording at the Cumberland County Registry of Deeds, such a Memorandum, if tendered by Tenant.

j. This Parking Lease shall be governed by and construed and enforced in accordance with the laws in effect in the State of Maine.

IN WITNESS WHEREOF, the undersigned have caused this Parking Lease to be executed by their duly authorized representatives.

[Signatures Continued on Following Pages]

TENANT:

EIGHT MIDDLE LAND COMPANY LLC

By: _____
Fred M. Forsley
Its Manager

OWNER:

OCEAN GATEWAY GARAGE, LLC
a Maine limited liability company

By: RIVERWALK VENTURE, LLC a Maine limited liability company

By: Intercontinental Fund IV Ocean Gateway, LLC, its Manager

By: Intercontinental Real Estate Investment Fund IV, LLC, its Manager

By: Intercontinental Real Estate Corporation, its Manager

By: _____
Peter Palandjian

MEMORANDUM OF LEASE

This Memorandum of Lease is made this 3rd day of May, 2013, pursuant to Title 33, Section 201 of the Maine Revised Statutes with respect to the following described Parking Lease (the "Parking Lease"):

Effective Date of Lease: As of May 1, 2013

Name of Landlord: Ocean Gateway Garage LLC, a Maine limited liability company

Name of Tenant: Eight Middle Land Company LLC, a Maine limited liability company

Initial Term: 30 Years from the Effective Date

Extension Terms: Two renewal terms – each for additional thirty (30) year term

Right of First Refusal: None

Option to Purchase: None

Description of Demised Premises:

Right to rent up to the lesser of (x) one hundred forty (140) parking spaces or (y) the minimum number plus one of parking spaces required by the City of Portland for the development by Tenant of the 8 Middle Street Parcel in accordance with permitted zoning and land-use ordinances and regulations for such parcel in the Ocean Gateway Garage, a parking garage containing approximately seven hundred twenty (720) spaces located on a parcel of land approximately thirty-seven thousand (37,000) square feet in area located at 161 Fore Street in the City of Portland, County of Cumberland and State of Maine and shown as "Proposed Lot 3" on plan entitled "Subdivision/Recording Plat" by Owen Haskell, Inc., dated March 22, 2006 as revised April 13, 2006, and recorded in the Cumberland County Registry of Deeds in Plan Book 207, Page 54.

Nothing herein shall or does change or modify the terms of the Parking Lease.

IN WITNESS WHEREOF, Ocean Gateway Garage LLC has caused this instrument to be executed by its duly authorized representatives this 3rd day of May, 2013.

[Signatures Continued on the Following Page]

OCEAN GATEWAY GARAGE, LLC
a Maine limited liability company

By: RIVERWALK VENTURE, LLC a Maine limited liability company

By: Intercontinental Fund IV Ocean Gateway, LLC, its Manager

By: Intercontinental Real Estate Investment Fund IV, LLC, its Manager

By: Intercontinental Real Estate Corporation, its Manager

By: _____
Peter Palandjian

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 3rd day of May, 2013, before me, the undersigned notary public, personally appeared Peter Palandjian, President and Treasurer of Intercontinental Real Estate Corporation, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the foregoing instrument, and acknowledged to me that he signed it voluntarily for its stated purpose and as the free act and deed of said Intercontinental Real Estate Corporation and each of Intercontinental Real Estate Investment Fund IV, LLC, Intercontinental Fund IV Ocean Gateway, LLC, Riverwalk Venture LLC and Ocean Gateway Garage LLC.

_____
Notary Public

ANDREA D. SALVI
NY COMM. EXPIRES
JANUARY 11, 2019
NOTARY PUBLIC
COMMONWEALTH OF
MASSACHUSETTS

Received
Recorded Register of Deeds
May 07,2013 03:55:45P
Cumberland County
Pamela E. Lovley

3. TECHNICAL AND FINANCIAL CAPACITY

3.1 TECHNICAL CAPACITY

The applicant has assembled a highly qualified team of professionals to plan, permit, and develop construction documents for the project. The Team is working under the direction of Mr. Nathan Bateman of Bateman Partners, LLC as Project Developer.

The Team services will be provided by the following companies and their respective team leaders:

3.2 CONSULTANT TEAM

Civil Engineer	Joseph A. Laverriere, P.E. Fay, Spofford & Thorndike 778 Main Street, Suite 8 South Portland, ME 04106 (207) 775-1121 – Work (207) 879-0896 – Fax (207) 749-5088 – Cell jlaverriere@fstinc.com
Surveyor	John Swan Owen Haskell, Inc. 390 US Route 1, Unit 10 Falmouth, Maine 04105 (207) 774-0424 – Work (207) 774-0511 – Fax jswan@owenhaskell.com
Architect	David Lloyd Archetype, PA 48 Wharf Street Portland, ME 04101 (207) 772-6022 – Work (207) 772-4056 – Fax 207-671-9194 – Cell lloyd@archetypepa.com
Attorney	Ronald Ward Drummond Woodsum 84 Marginal Way, Suite 600 Portland, ME 04101 (207) 772-1941 – Work (207) 772-3627 – Fax RWard@dwmlaw.com
Lighting/Site Electrical	Will Bennett, Jr. Bennett Engineering P.O. Box 297 Freeport, ME 04032 (207) 865-9475 – Work (207) 865-1800 – Fax Will@bennettengineering.net

Geotechnical Engineer	William Peterlein P.E. Summit Geoengineering Services 145 Lisbon Street, Suite 601 Lewiston, ME 04240 (207) 576-3313 – Work bpeterlein@summitgeoeng.com
Environmental Engineering	Robert Hoffman, P.E. Hoffman Engineering, Inc. 640 Ten Rod Road North Kingstown, RI 02852 (401) 294-9032 – Work (207) 294-1288 – Fax hoffmanengineering@verizon.net

3.3 EXPERIENCE OF PROJECT TEAM

The team of consultants retained by the Developer has expertise and experience in the design of similar projects. Resumes of key personnel for the development team can be provided upon request.

The applicant also has significant experience in the development and management of large commercial projects as evidenced by information provided in this submission's cover letter. A listing of the additional real estate projects for which the Applicant's development team has been involved can be provided upon request.

3.4 FINANCIAL CAPACITY

The applicant has the means at its disposal for financing the proposed 16 Middle Street project. A letter of financial capacity for the project is contained in Attachment E.

3.5 CONSTRUCTION COST ESTIMATE

The project has an overall construction cost estimate of $8,750,000. This construction cost value is considered preliminary and subject to change as building design and project layout is refined, etc.

3.6 ATTACHMENTS

Attachment E – Letter of Financial Capacity

ATTACHMENT E

Letter of Financial Capacity

Att. K

Bangor Savings Bank

May 2, 2014

Mr. Jeff Levine
Director
City of Portland Planning and Development
389 Congress Street
Portland, Maine 04101

Re: Bateman Partners – Middle Street Commercial Building

Dear Mr. Levine,

The Bank is currently in discussions with the developer concerning a commercial project on Middle Street in Portland. Although no application for financing has yet been submitted to the Bank and no commitment or proposed terms have been presented by the Bank, we have a high degree of interest in providing construction financing for the project.

The Bank has worked with the project developer, Bateman Partners, on several successful construction projects. Based on the developer's financial capacity, development experience, and a preliminary review of the project's cash flow projections, we believe that the project and sponsor have the necessary components to develop and operate the project successfully.

Very truly yours,

Michael P. O'Reilly
Vice President, Commercial Banking

4. CONSTRUCTION MANAGEMENT PLAN

The following information is provided in accordance with the City of Portland Code of Ordinances Chapter 14 Land Use, Section 14-527(g)(1).

4.1 CONSTRUCTION MANAGEMENT PLAN

Bateman Partners, LLC is seeking to commence construction during the spring of 2015 and complete work by the spring of 2015. The construction will involve site work and new building construction. The attached construction plan outlines the anticipated timeline and sequence of activities.

4.2 ATTACHMENTS

Attachment F – Construction Management Plan

ATTACHMENT F

Construction Management Plan

PROPOSED CONSTRUCTION MANAGEMENT PLAN FOR THE 16 MIDDLE STREET MIXED USE DEVELOPMENT PROJECT

CONSTRUCTION APPROACH NARRATIVE:

The core element of the plan is to have the Project Management team and the Field Supervision team working together out of an on-site construction office. This team will be linked directly to the General Contractor's project management and job cost accounting systems. The goal of this arrangement is to ensure clear and timely communication within the General Contractor team and seamless coordination of project activities. Project management will be overseen by a Senior Project Manager working out of the General Contractor's home office. The General Contractor will locate a Project Manager and one or more Superintendents on the site for direct oversight and management of the Infrastructure work, site work and building.

The work involves the construction of a new five story mixed use building. This work will require coordination with the utility companies, City of Portland, and adjacent property owners along Middle Street and Hancock Street Extension.

Key issues to be addressed include:

- Public safety and continued accessibility along the adjacent streets
- Communication with abutters
- Traffic management
- Parking for workforce
- Coordination of material deliveries
- Laydown and material storage areas
- Crane pads and erection sequences (if required)
- Waste management
- Construction office areas
- Designated areas for stockpiled materials
- Snow removal

The General Contractor will work with the City of Portland, Owner and other entities to coordinate with the various off site construction activities including all work within the Public Right of Ways.

5. STORMWATER MANAGEMENT

The following information is made in accordance with the City of Portland Code of Ordinances Chapter 14 Land Use, Section 14-526(b)(3).

5.1 OVERVIEW

In accordance with Section 5 of the City of Portland Technical Manual, a Stormwater Management Plan has been prepared for the project, demonstrating compliance with the regulations of MaineDEP Chapter 500 Stormwater Management Rules, including the General, Basic, and Flooding Standards. A copy of the Stormwater Management Plan is provided as Attachment G.

5.2 ATTACHMENTS

Attachment G – Stormwater Management Plan

ATTACHMENT G

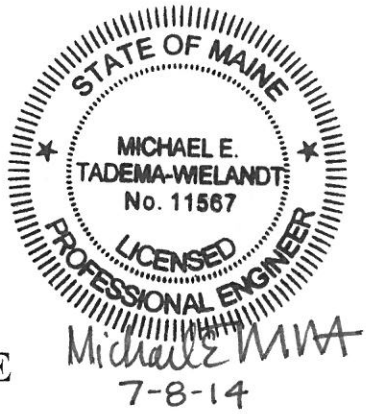
Stormwater Management Plan

STORMWATER MANAGEMENT REPORT
(BASIC, GENERAL, AND FLOODING STANDARDS)

16 MIDDLE STREET
MIXED-USE COMPLEX

PREPARED FOR:

BATEMAN PARTNERS, LLC
P.O. BOX 3572
PORTLAND, MAINE 04104



PREPARED BY:

FAY, SPOFFORD & THORNDIKE
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, MAINE 04106
(207) 775-1121

JULY 2014

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APPENDICES

A – Pre and Post Development Watershed Maps

B – Predevelopment Computations (1, 2, 10 and 25-year Storm Event HydroCAD Computations)

C – Postdevelopment Computations (1, 2, 10 and 25-year Storm Event HydroCAD Computations)

D – Inspection & Maintenance Manual for Stormwater Management and Related Stormwater Facilities

STORMWATER MANAGEMENT REPORT

1.0 INTRODUCTION

Fay, Spofford & Thorndike (FST) has been retained by Bateman Partners, LLC to assist in the preparation of site design and site permitting for a proposed 10,730 SF footprint multi-unit building in Portland, Maine. The development will include a new multi-unit commercial and office space building and related infrastructure improvements. The ground floor of the building is 7,250 SF to allow for a drive through lane access from Middle Street to the Ocean Gateway garage. The building roof has a 10,730 SF footprint.

This proposed project will create a total of 12,116 SF of redeveloped area, 98.8% of which will be new structure area (building and other impervious surfaces) within the approximately 1.27 acre project watershed area analyzed. This project does not meet the thresholds which require a MaineDEP Stormwater Permit; however, the City of Portland Code of Ordinances requires any stormwater management design to meet the MaineDEP Chapter 500 Regulations. This report will show that the proposed stormwater management design meets the criterion of the City of Portland Stormwater Requirements and the MaineDEP Chapter 500 Regulations.

The development site is located on the southeast side of Middle Street at the intersection of Hancock Street in Portland. The site is owned by Eight Middle Land Company, LLC. The site currently drains to a series of catch basins and a stormdrain system located on the adjacent site to the southeast, which drains to the City's municipal drainage system in Hancock Street Extension. Runoff from the proposed building will drain through a roofdrain cartridge filter unit located within the proposed building prior to entering the stormdrain system located on the adjacent site then draining to the municipal drainage system. An existing StormTech® underground storage system currently located on the western portion of the site, which treats runoff from the adjacent Ocean Gateway Parking Garage, will be expanded to further reduce peak flows from the garage. This will offset the increase in peak runoff rates from the project site resulting from the proposed development. The use of the proposed roof drain cartridge filter unit and the expanded Ocean Gateway Parking Garage underground storage system will effectively treat runoff from the proposed building and limit peak flow rates to existing levels at downstream locations.

2.0 EXISTING SITE CONDITIONS

The 12,116 SF site was previously developed with a building associated with the American Hoist & Derrick Company; however, this building was previously razed with only remnants of the foundation visible on the site. After demolition of the former building, the site was graded to create a grassed open space area with several small trees, benches and a gravel walking path that traverses the site. The Middle Street access drive to the Ocean Gateway Garage crosses the southwesterly side of the site through a 50' wide access easement. The site is currently developed with the following land cover:

TABLE 1 – LAND COVER	
Current Land Cover	**Square Feet (SF)**
Impervious	4,850
Pervious	7,266
Total	**12,116**

The existing site is comprised of mostly developed lawn, gravel areas, and the Ocean Gateway Parking Garage paved driveway.

The land area slopes northwest to southeast towards the Ocean Gateway Garage parcel with approximately four (4) feet of grade differential. The site currently drains to a series of catch basins and a stormdrain system located on the adjacent site to the southeast, which drains to the City of Portland municipal drainage system in Hancock Street Extension. Existing underground StormTech® storage chambers are located under the Ocean Gateway Parking Garage driveway on the west side of the site. The chamber system stores runoff from the adjacent Ocean Gateway Parking Garage prior to discharge to the municipal stormdrain system in Hancock Street Extension. The existing StormTech® chamber system design, provided by StormTech® shows two 6 inch underdrain pipes located in crushed stone beneath the chambers and one 12 inch pipe outleting from the end of a row of chambers discharging into a downstream catch basin. However, field survey indicates only one 6 inch pipe and one 12 inch pipe entering the downstream catch basin. Based on this information, it is assumed that the two 6 inch underdrain pipes combine between the chambers and the catch basin, and the one 6 inch and one 12 inch outlet condition into the catch basin was used for analysis and design.

The Hancock Street stormdrain network conveys runoff south to the Ocean Gateway property across Thames Street. Runoff is routed through a hydrodynamic separator prior to discharge to Portland Harbor.

The existing project site is depicted on the Predevelopment Watershed Map provided in Appendix A.

3.0 PROPOSED PROJECT

The proposed project is generally described below and is shown on the Post Development Watershed Map provided in Appendix A. The project will include redevelopment of 12,116 SF, all of which will be impervious area except for a small landscaped island and narrow grass strip along the edge of the building's rear sidewalk. The project will create 7,121 SF of new impervious area.

The proposed project includes a 10,730 SF building and surrounding walkways and driveways. The first floor of the building has a footprint of 7,250 SF. The upper floors of the building will extend over the entry drive to the Ocean Gateway Garage, thereby creating a pass-through beneath the second floor for vehicles entering and exiting the garage. The proposed building will have its main entry from the sidewalk adjacent to the access drive leading to the Ocean Gateway Garage. The proposed building will essentially fill the site. Exterior improvements include installation of new utility services to the building for water, sewer, natural gas, electric, telephone and communications. In addition, the proposed site improvements include reconstruction of the brick sidewalks along the site frontages on Middle Street and Hancock Street Extension that will be disturbed during the construction work. The applicant has secured parking within the Ocean Gateway Garage through a lease agreement; therefore, no new parking is proposed as part of the project.

Runoff from the proposed roof area will be captured and routed through a Fabco cartridge filter unit located within the building. Runoff will then be piped to an onsite downstream catch basin that drains to the existing offsite stormdrain network then into the municipal stormdrain system in Hancock Street Extension. The existing StormTech® chamber system located within the Ocean Gateway Garage driveway will also be expanded as part of this project to further reduce the peak flows from the garage, which will reduce the overall peak flows entering the Hancock Street stormdrain network. The outlet from the StormTech® chambers will also be modified

with an orifice on the 6 inch underdrain pipe. Runoff from remaining site areas will continue to drain over land to existing drainage inlets. The entire site will continue to drain to the municipal storm drain network in Hancock Street. Overall drainage patterns will remain as they are today.

Details of the StormTech® chamber system expansion are provided in the project drawings.

The proposed land use for the site after development will be as follows:

TABLE 2 – POSTDEVELOPMENT LAND USE		
Proposed Land Cover	**Square Feet (SF)**	**Change from Current (SF)**
Impervious	11,971	+7,121
Pervious	145	-7,121
Total	**12,116**	

4.0 STORMWATER MANAGEMENT OBJECTIVES

The goal of the Stormwater Management Plan is to design, operate, and maintain the development to avoid downstream erosion or significant water quality impairment.

This goal will be achieved by:

- Designing the project to meet the Portland Stormwater Management Standards and the MeDEP Chapter 500 Basic Standards, General Standards, and Flooding Standards (revised October 2010).
- Designing water quality measures to provide long-term removal of non-point contaminants by treating runoff from storm events up to the 1-year storm (2.5 inch storm).
- Implementing a plan to control erosion, sedimentation, or fugitive dust emissions during construction.
- Maintenance of the Stormwater Management System in accordance with the Stormwater O&M Manual (provided as a separate document).
- Controlling the 1-year post-development peak rate of runoff from the site to pre-development levels to ensure that the hydrodynamic separator located downstream will continue to operate as intended, and will not be overburdened by the additional runoff from the proposed project.

The plan has been designed in accordance with the City of Portland Stormwater Rules.

5.0 WATERSHED DELINEATION METHOD

The following resources were used for watershed delineation:

- Site Topographic Survey

  Owen Haskell, Inc. Dated March 2014

- GIS Data

  Provided by the City of Portland

- Hydrologic Soil Group Information

  The project site is comprised of fill soils. A hydrologic soil group (HSG) of "B" was used in modeling the site. This conservative approach assumes that existing fill soils are relatively free draining.

6.0 REFERENCES

- Urban Hydrology for Small Watersheds from the USDA SCC *Technical Release SS, dated 1986*
- Erosion and Sediment *Maine Erosion and Sediment Control BMPs", published by the MeDEP in 2003 http://www.maine.gov/dep/blwg/docstand/escbmps/index.htm*
- City of Portland – Code of Ordinances
- Stormwater Management for Maine Volume III – BMP Technical Design Manual
- Chapter 500 MaineDEP Rules, Revision December 2011
- Modeling Software HydroCAD Stormwater Modeling System, Version 8.5, Applied Microcomputer Systems – used for modeling underground storage facilities

7.0 DESIGN STORMS

TABLE 3 – RAINFALL	
Rainfall Amount (inches)	
1-Year Storm	2.5
2-Year Storm	3.0
10-Year Storm	4.7
25-Year Storm	5.5

Hydrologic Parameters: Cumberland County SE Type III Distribution: Antecedent Moisture Condition 2, SCS 24 Hour Distribution as per MeDEP Stormwater Best Management Practices (page 25).

8.0 MODELING ASSUMPTIONS

- Catch basins and manholes were modeled as ponds with culvert outlets.
- The Tc flow paths were assumed to be a min. of 6 minutes as recommended in the TR-55 technical manual. In instances where flow paths were computed to be less then 6 minutes a direct entry command was used.

9.0 PREDEVELOPMENT ANALYSIS

Runoff from the project site is tributary to the Hancock Street storm drain network. An existing drain manhole in Hancock Street was identified as Point of Interest #1 (POI-1) for the purpose of comparing pre and post development peak flow rates from the project site. A 1.27 acre project watershed area was studied, including the project site, the Ocean Gateway Garage, and the existing paved surface parking lot located southwest of the project site.

Predevelopment subcatchments, times of concentration, and points of interest are depicted on the attached Predevelopment Watershed Map. The predevelopment HydroCAD model is provided in Appendix B.

The Predevelopment Peak flow at the POI is as follows:

TABLE 4 PREDEVELOPMENT FLOWS (PEAK DISCHARGE RATES) AT POI				
POI #	**1 Yr Storm Event (CFS)**	**2 Yr Storm Event (CFS)**	**10 Yr Storm Event (CFS)**	**25 Yr Storm Event (CFS)**
1	1.69	2.06	2.85	3.31

10.0 POSTDEVELOPMENT ANALYSIS

The postdevelopment analysis includes the proposed site development and expansion of the existing underground StormTech® storage chambers. Runoff from the parking garage passing through the underground StormTech® chambers will be captured and stored within the chambers and stone bedding. The outflow from the chamber system is assumed to be through two 6 inch underdrain pipes that combine into one 6 inch pipe before discharging and one 12 inch outlet/overflow pipe into the existing on-site storm drain which conveys runoff to POI-1. A 4 inch orifice will be installed on the existing 6 inch outlet to regulate the flow rate discharging from the system. The following post development peak flows have been computed for the POI:

TABLE 5 POST DEVELOPMENT FLOWS (PEAK DISCHARGE RATES) AT POI				
POI #	**1 Yr Storm Event (CFS)**	**2 Yr Storm Event (CFS)**	**10 Yr Storm Event (CFS)**	**25 Yr Storm Event (CFS)**
1	1.60	1.89	2.80	3.20

11.0 STORMWATER MANAGEMENT QUANTITY SUMMARY

To meet the Flooding Standards of the MaineDEP Chapter 500 Stormwater Rules the project has been designed to store runoff in the expanded underground StormTech storage chambers.

A summary of the system performance during the design storms is as follows:

TABLE 6 SUMMARY OF UNDERGROUND STORMWATER STORAGE CHAMBERS				
Storm Event Interval	**Peak Flows In (CFS)**	**Peak Flows Out (CFS)**	**Storage (CF)**	**Peak Elevation* (FT)**
1-Year	1.83	0.60	1,525	20.95
2-Year	2.22	0.64	1,960	21.27
10-Year	3.50	1.04	3,441	22.30
25-Year	4.10	1.62	3,790	22.57

*Top of chamber elevation: 23.5

The following table summarizes the pre and post development comparison at each point of analysis:

TABLE 7 PRE AND POST COMPARISON (POI)								
POI #	**1 Year**		**2 Year**		**10 Year**		**25 Year**	
	Pre	**Post**	**Pre**	**Post**	**Pre**	**Post**	**Pre**	**Post**
1	1.69	1.60	2.06	1.89	2.85	2.80	3.31	3.20

The post development peak flows are reduced from predevelopment conditions at each point of analysis and therefore the Flooding Standard Goal has been met. Postdevelopment computations are contained in Appendix C.

12.0 STORMWATER MANAGEMENT QUALITY SUMMARY

To meet the General Standards, the project will utilize a Fabco Roofdrain StormBasin cartridge filter unit installed within the building to treat the entire developed building rooftop, which encompasses 10,730 SF. These units filter debris and heavy metals using Fabco media cartridges. These systems are suited to the project site due to the limited site space available for more traditional stormwater treatment measures. The roofdrain filter unit contains three cartridge filters capable of treating a peak discharge rate of 0.78 CFS and bypassing flows up to 6.9 CFS.

Peak flow rates of runoff from the proposed roof and tributary to the filter unit are provided in the table below:

TABLE 8 PEAK RATES OF RUNOFF TRIBUTARY TO ROOFDRAIN FILTER UNIT			
1 Yr Storm Event (CFS)	**2 Yr Storm Event (CFS)**	**10 Yr Storm Event (CFS)**	**25 Yr Storm Event (CFS)**
0.58	0.70	1.11	1.30

The Fabco three cartridge filter unit is capable of treating runoff from storms up to 3.35 inches, which meets the objective of treating runoff from the 1-year design storm event. The filter unit is capable of bypassing flows from storms up to approximately 29 inches, which is far greater than the 25-year storm event.

13.0 CHAPTER 500 TREATMENT PERCENT COMPLIANCE

The existing project site is entirely developed and contains 4,850 SF of impervious area. The proposed project will result in 7,121 SF of additional impervious area. The existing paved and gravel areas will be replaced with rooftop.

In order to meet the general standard, at least 95% of the new impervious area, and 80% of the redeveloped area must receive treatment. This standard will be met through the use of the proposed Fabco cartridge filter system, which will treat runoff from 10,730 SF of rooftop. A summary of the water quality treatment percentages is provided below:

TABLE 9 WATER QUALITY SUMMARY				
	New Impervious Area (SF)	**Treated Impervious (SF)**	**Developed Area (SF)**	**Treated Developed (SF)**
	7,121	10,730	12,116	10,730
PERCENTAGE		**>100%**		**88.6 %**

As indicated in the summary table, the proposed design exceeds the required treatment standards of the General Standard through the implementation of the roofdrain filter unit.

In addition to the roofdrain filter, the existing StormTech® chamber system features an isolator row, which is designed to filter runoff entering the system. Hooded outlets are also utilized in catch basins that receive runoff from the site in order to trap floatable pollutants.

14.0 EROSION CONTROL

Erosion Control will be provided on site during construction in the form of a perimeter siltation fence, and storm drain catch basin inlet protection SiltSacks®. Siltation fence shall be installed down slope of any disturbed areas to trap runoff-borne sediments until the site is revegetated. The silt fence shall be installed per the detail provided in the project drawings and inspected immediately after each rainfall and at least daily during prolonged rainfall. SiltSacks® will be installed at catch basin inlets to prevent silt from entering the storm drain system and remain in place until the tributary drainage area has been stabilized. SiltSacks® shall be inspected after each rainfall and repairs made as necessary, including the removal of sediment. Site specific erosion control notes and details, including requirements for inspection, maintenance, and record keeping are located directly on the project drawings.

15.0 OPERATIONS AND MAINTENANCE

An Operations & Maintenance Manual has been prepared and accompanies this application in Appendix D.

16.0 APPENDICES

A – Pre and Post Development Watershed Maps

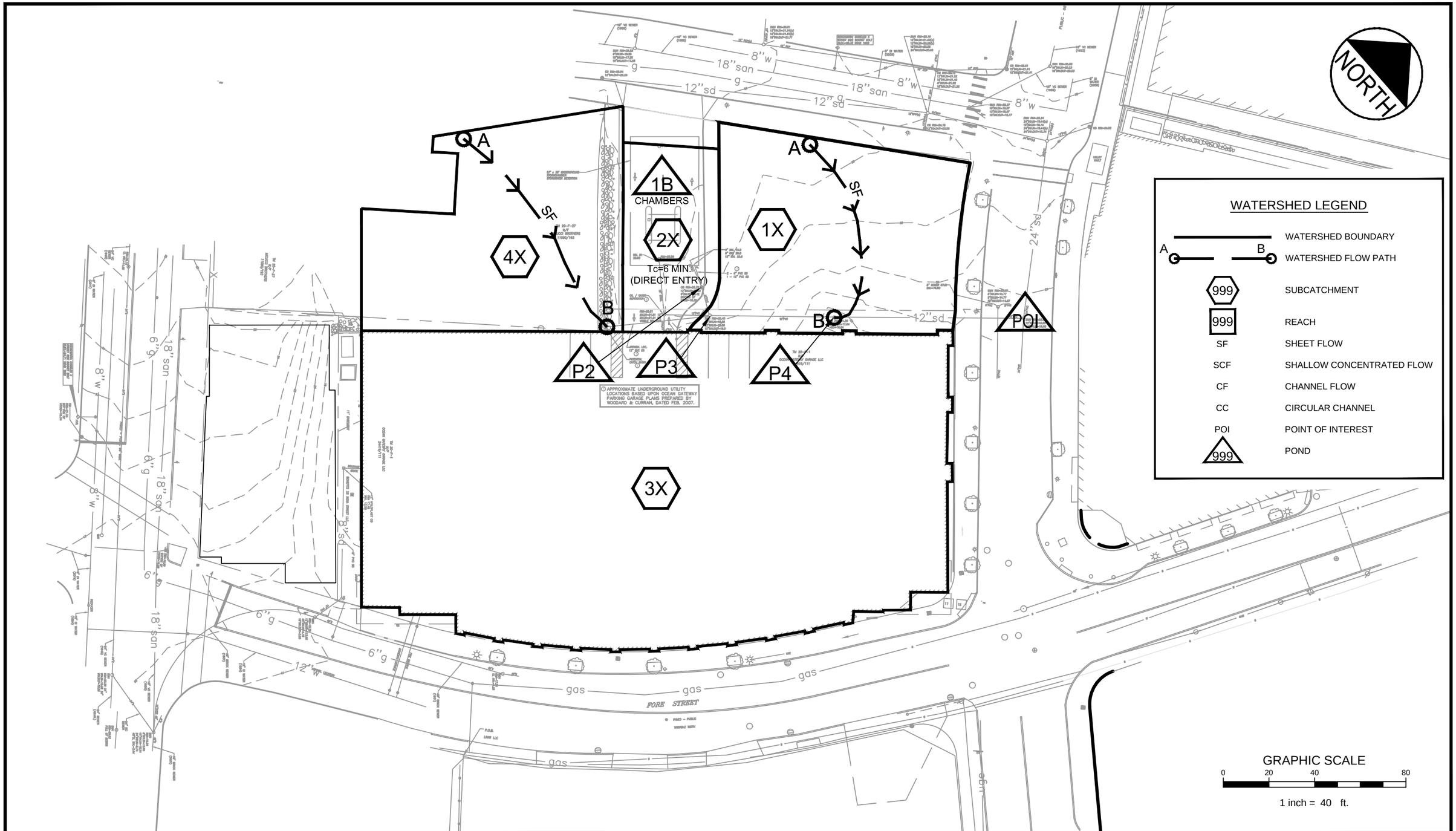
B – Predevelopment Computations (2, 10 and 25-year Storm Event HydroCAD Computations)

C – Postdevelopment Computations (2, 10 and 25-year Storm Event HydroCAD Computations)

D – Inspection & Maintenance Manual for Stormwater Management and Related Stormwater Facilities

APPENDIX A

PRE AND POST DEVELOPMENT WATERSHED MAPS



FST 100 YEARS

FAY, SPOFFORD & THORNDIKE
ENGINEERS · PLANNERS · SCIENTISTS
778 MAIN ST, SUITE 8, SOUTH PORTLAND, ME 04106

DRAWN:	MTW	DATE:	JUNE 2014
DESIGNED:	MTW	SCALE:	1"=40'
CHECKED:	JAL	JOB NO.	SP-M150
FILE NAME:	SP-M150-WATERSHED.DWG		

16 MIDDLE STREET
PORTLAND, MAINE

PRE-DEVELOPMENT WATERSHED PLAN

FIGURE
W1

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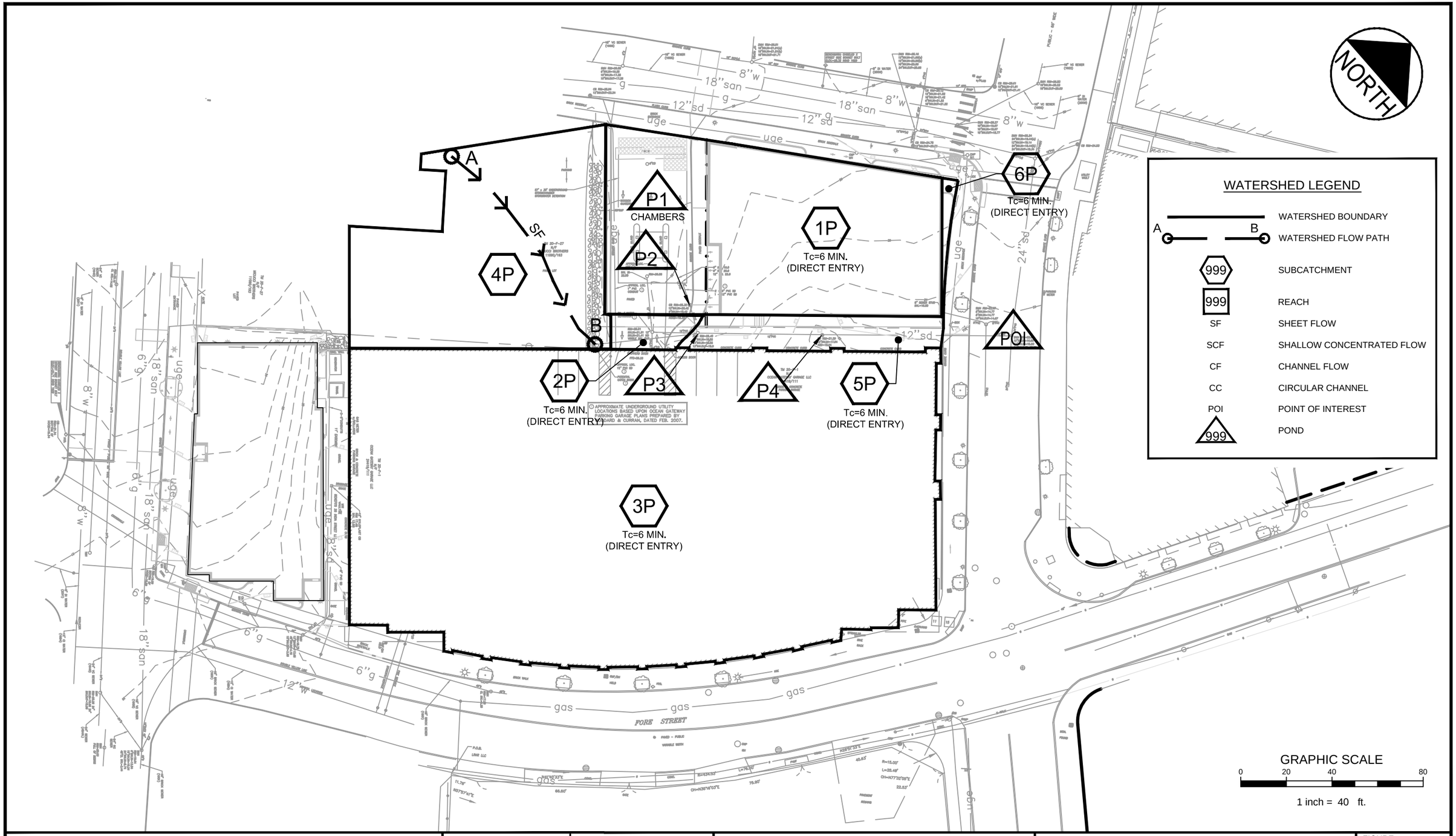

FST 100 YEARS	**FAY, SPOFFORD & THORNDIKE** ENGINEERS · PLANNERS · SCIENTISTS 778 MAIN ST, SUITE 8, SOUTH PORTLAND, ME 04106		
DRAWN: MTW	DATE: JUNE 2014	16 MIDDLE STREET PORTLAND, MAINE	POST-DEVELOPMENT WATERSHED PLAN
DESIGNED: MTW	SCALE: 1"=40'		FIGURE W2
CHECKED: JAL	JOB NO. SP-M150		
FILE NAME: SP-M150-WATERSHED.DWG			

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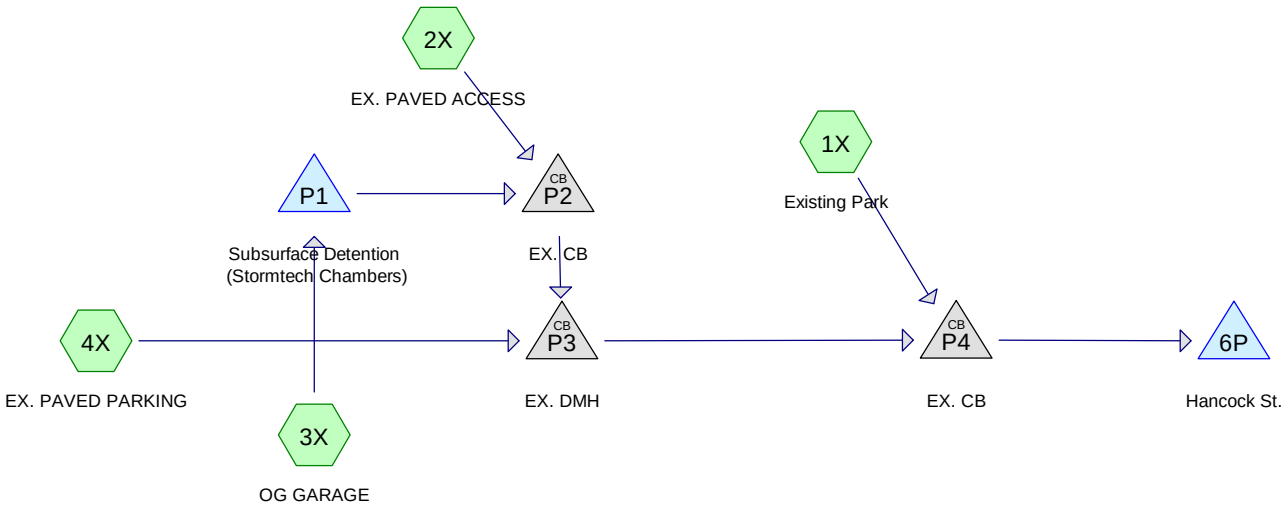
APPENDIX B

PREDEVELOPMENT COMPUTATIONS
(1, 2, 10 AND 25-YEAR STORM EVENT HYDROCAD COMPUTATIONS)



Subcat Reach Pond Link

Drainage Diagram for SP-M150-PRE

Prepared by {enter your company name here}, Printed 7/2/2014

HydroCAD® 8.50 s/n 000734 © 2007 HydroCAD Software Solutions LLC

Area Listing (all nodes)

Area (sq-ft)	CN	Description (subcatchment-numbers)
8,197	61	>75% Grass cover, Good, HSG B (1X)
47,096	98	Paved parking & roofs (1X,2X,3X,4X)
55,293		**TOTAL AREA**

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS
Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

Subcatchment 1X: Existing Park Runoff Area=8,936 sf 8.27% Impervious Runoff Depth>0.23"
Flow Length=90' Slope=0.0550 '/' Tc=6.2 min CN=64 Runoff=0.03 cfs 173 cf

Subcatchment 2X: EX. PAVED ACCESS Runoff Area=3,327 sf 100.00% Impervious Runoff Depth>2.13"
Tc=6.0 min CN=98 Runoff=0.18 cfs 591 cf

Subcatchment 3X: OG GARAGE Runoff Area=33,985 sf 100.00% Impervious Runoff Depth>2.13"
Tc=6.0 min CN=98 Runoff=1.83 cfs 6,034 cf

Subcatchment 4X: EX. PAVED PARKING Runoff Area=9,045 sf 100.00% Impervious Runoff Depth>2.13"
Flow Length=105' Slope=0.0200 '/' Tc=6.0 min CN=98 Runoff=0.49 cfs 1,606 cf

Pond 6P: Hancock St. Inflow=1.69 cfs 8,330 cf
Primary=1.69 cfs 8,330 cf

Pond P1: Subsurface Detention (Stormtech Peak Elev=20.47' Storage=0.023 af Inflow=1.83 cfs 6,034 cf
Outflow=1.15 cfs 5,961 cf

Pond P2: EX. CB Peak Elev=19.14' Inflow=1.28 cfs 6,551 cf
12.0" x 11.0' Culvert Outflow=1.28 cfs 6,551 cf

Pond P3: EX. DMH Peak Elev=18.99' Inflow=1.66 cfs 8,157 cf
12.0" x 53.0' Culvert Outflow=1.66 cfs 8,157 cf

Pond P4: EX. CB Peak Elev=18.74' Inflow=1.69 cfs 8,330 cf
12.0" x 83.0' Culvert Outflow=1.69 cfs 8,330 cf

Total Runoff Area = 55,293 sf Runoff Volume = 8,403 cf Average Runoff Depth = 1.82"
14.82% Pervious = 8,197 sf 85.18% Impervious = 47,096 sf

Summary for Subcatchment 1X: Existing Park

Runoff = 0.03 cfs @ 12.17 hrs, Volume= 173 cf, Depth> 0.23"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 1-YR STORM Rainfall=2.50"

Area (sf)	CN	Description
739	98	Paved parking & roofs
8,197	61	>75% Grass cover, Good, HSG B
8,936	64	Weighted Average
8,197		Pervious Area
739		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.2	90	0.0550	0.24		**Sheet Flow, A-B** Grass: Short n= 0.150 P2= 3.00"

Summary for Subcatchment 2X: EX. PAVED ACCESS

Runoff = 0.18 cfs @ 12.09 hrs, Volume= 591 cf, Depth> 2.13"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 1-YR STORM Rainfall=2.50"

Area (sf)	CN	Description
3,327	98	Paved parking & roofs
3,327		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					**Direct Entry, 6 MINUTE MINIMUM**

Summary for Subcatchment 3X: OG GARAGE

Runoff = 1.83 cfs @ 12.09 hrs, Volume= 6,034 cf, Depth> 2.13"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 1-YR STORM Rainfall=2.50"

Area (sf)	CN	Description
33,985	98	Paved parking & roofs
33,985		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					**Direct Entry, 6 MINUTE MINIMUM**

Summary for Subcatchment 4X: EX. PAVED PARKING

Runoff = 0.49 cfs @ 12.09 hrs, Volume= 1,606 cf, Depth> 2.13"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 1-YR STORM Rainfall=2.50"

Area (sf)	CN	Description
9,045	98	Paved parking & roofs
9,045		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.3	105	0.0200	1.34		**Sheet Flow, A-B**
					Smooth surfaces n= 0.011 P2= 3.00"
4.7					**Direct Entry, 6 MINUTE MINIMUM**
6.0	105	Total			

Summary for Pond 6P: Hancock St.

Inflow Area = 55,293 sf, 85.18% Impervious, Inflow Depth > 1.81" for 1-YR STORM event
Inflow = 1.69 cfs @ 12.14 hrs, Volume= 8,330 cf
Primary = 1.69 cfs @ 12.14 hrs, Volume= 8,330 cf, Atten= 0%, Lag= 0.0 min

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Summary for Pond P1: Subsurface Detention (Stormtech Chambers)

Inflow Area = 33,985 sf,100.00% Impervious, Inflow Depth > 2.13" for 1-YR STORM event
Inflow = 1.83 cfs @ 12.09 hrs, Volume= 6,034 cf
Outflow = 1.15 cfs @ 12.17 hrs, Volume= 5,961 cf, Atten= 37%, Lag= 5.0 min
Primary = 1.15 cfs @ 12.17 hrs, Volume= 5,961 cf

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 20.47' @ 12.20 hrs Surf.Area= 0.040 ac Storage= 0.023 af

Plug-Flow detention time= 22.4 min calculated for 5,939 cf (98% of inflow)
Center-of-Mass det. time= 16.9 min (758.2 - 741.3)

Volume	Invert	Avail.Storage	Storage Description
#1	19.00'	0.062 af	**30.00'W x 57.40'L x 5.00'H Prismatoid**
			0.198 af Overall - 0.042 af Embedded = 0.155 af x 40.0% Voids
#2	21.00'	0.042 af	**44.6"W x 30.0"H x 7.12'L StormTech SC-740** x 40 Inside #1
		0.104 af	Total Available Storage

Device	Routing	Invert	Outlet Devices
#1	Primary	18.42'	**6.0" Vert. Orifice/Grate** C= 0.600
#2	Device 1	19.00'	**6.0" x 10.0' long Culvert** CPP, projecting, no headwall, Ke= 0.900
			Outlet Invert= 18.42' S= 0.0580 '/' Cc= 0.900 n= 0.011
#3	Device 1	20.00'	**6.0" x 10.0' long Culvert** CPP, projecting, no headwall, Ke= 0.900

			Outlet Invert= 18.42' S= 0.1580 '/' Cc= 0.900 n= 0.011
#4	Primary	22.00'	**12.0" x 10.0' long Culvert** CPP, projecting, no headwall, Ke= 0.900
			Outlet Invert= 20.42' S= 0.1580 '/' Cc= 0.900 n= 0.011

Primary OutFlow Max=1.09 cfs @ 12.17 hrs HW=20.45' TW=19.12' (Dynamic Tailwater)
- **1=Orifice/Grate** (Orifice Controls 1.09 cfs @ 5.56 fps)
  - **2=Culvert** (Passes < 0.82 cfs potential flow)
  - **3=Culvert** (Passes < 0.34 cfs potential flow)
- **4=Culvert** (Controls 0.00 cfs)

Summary for Pond P2: EX. CB

Inflow Area = 37,312 sf,100.00% Impervious, Inflow Depth > 2.11" for 1-YR STORM event
Inflow = 1.28 cfs @ 12.16 hrs, Volume= 6,551 cf
Outflow = 1.28 cfs @ 12.16 hrs, Volume= 6,551 cf, Atten= 0%, Lag= 0.0 min
Primary = 1.28 cfs @ 12.16 hrs, Volume= 6,551 cf

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 19.14' @ 12.20 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	18.32'	**12.0" x 11.0' long Culvert** CPP, square edge headwall, Ke= 0.500
			Outlet Invert= 18.05' S= 0.0245 '/' Cc= 0.900 n= 0.011

Primary OutFlow Max=1.09 cfs @ 12.16 hrs HW=19.12' TW=18.98' (Dynamic Tailwater)
- **1=Culvert** (Outlet Controls 1.09 cfs @ 2.22 fps)

Summary for Pond P3: EX. DMH

Inflow Area = 46,357 sf,100.00% Impervious, Inflow Depth > 2.11" for 1-YR STORM event
Inflow = 1.66 cfs @ 12.14 hrs, Volume= 8,157 cf
Outflow = 1.66 cfs @ 12.14 hrs, Volume= 8,157 cf, Atten= 0%, Lag= 0.0 min
Primary = 1.66 cfs @ 12.14 hrs, Volume= 8,157 cf

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 18.99' @ 12.16 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	18.00'	**12.0" x 53.0' long Culvert** CPP, square edge headwall, Ke= 0.500
			Outlet Invert= 17.94' S= 0.0011 '/' Cc= 0.900 n= 0.011

Primary OutFlow Max=1.54 cfs @ 12.14 hrs HW=18.97' TW=18.74' (Dynamic Tailwater)
- **1=Culvert** (Outlet Controls 1.54 cfs @ 2.50 fps)

Summary for Pond P4: EX. CB

Inflow Area = 55,293 sf, 85.18% Impervious, Inflow Depth > 1.81" for 1-YR STORM event
Inflow = 1.69 cfs @ 12.14 hrs, Volume= 8,330 cf
Outflow = 1.69 cfs @ 12.14 hrs, Volume= 8,330 cf, Atten= 0%, Lag= 0.0 min
Primary = 1.69 cfs @ 12.14 hrs, Volume= 8,330 cf

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 18.74' @ 12.14 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	18.04'	**12.0" x 83.0' long Culvert** CPP, square edge headwall, Ke= 0.500 Outlet Invert= 16.80' S= 0.0149 '/' Cc= 0.900 n= 0.011

Primary OutFlow Max=1.67 cfs @ 12.14 hrs HW=18.74' TW=0.00' (Dynamic Tailwater)
└**1=Culvert** (Inlet Controls 1.67 cfs @ 2.85 fps)

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS
Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

Subcatchment 1X: Existing Park Runoff Area=8,936 sf 8.27% Impervious Runoff Depth>0.41"
Flow Length=90' Slope=0.0550 '/' Tc=6.2 min CN=64 Runoff=0.08 cfs 307 cf

Subcatchment 2X: EX. PAVED ACCESS Runoff Area=3,327 sf 100.00% Impervious Runoff Depth>2.59"
Tc=6.0 min CN=98 Runoff=0.22 cfs 718 cf

Subcatchment 3X: OG GARAGE Runoff Area=33,985 sf 100.00% Impervious Runoff Depth>2.59"
Tc=6.0 min CN=98 Runoff=2.22 cfs 7,335 cf

Subcatchment 4X: EX. PAVED PARKING Runoff Area=9,045 sf 100.00% Impervious Runoff Depth>2.59"
Flow Length=105' Slope=0.0200 '/' Tc=6.0 min CN=98 Runoff=0.59 cfs 1,952 cf

Pond 6P: Hancock St. Inflow=2.06 cfs 10,232 cf
Primary=2.06 cfs 10,232 cf

Pond P1: Subsurface Detention (Stormtech Peak Elev=20.83' Storage=0.029 af Inflow=2.22 cfs 7,335 cf
Outflow=1.20 cfs 7,255 cf

Pond P2: EX. CB Peak Elev=19.24' Inflow=1.42 cfs 7,973 cf
12.0" x 11.0' Culvert Outflow=1.42 cfs 7,973 cf

Pond P3: EX. DMH Peak Elev=19.10' Inflow=1.99 cfs 9,925 cf
12.0" x 53.0' Culvert Outflow=1.99 cfs 9,925 cf

Pond P4: EX. CB Peak Elev=18.84' Inflow=2.06 cfs 10,232 cf
12.0" x 83.0' Culvert Outflow=2.06 cfs 10,232 cf

Total Runoff Area = 55,293 sf Runoff Volume = 10,313 cf Average Runoff Depth = 2.24"
14.82% Pervious = 8,197 sf 85.18% Impervious = 47,096 sf

Summary for Subcatchment 1X: Existing Park

Runoff = 0.08 cfs @ 12.12 hrs, Volume= 307 cf, Depth> 0.41"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2-YR STORM Rainfall=3.00"

Area (sf)	CN	Description
739	98	Paved parking & roofs
8,197	61	>75% Grass cover, Good, HSG B
8,936	64	Weighted Average
8,197		Pervious Area
739		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.2	90	0.0550	0.24		**Sheet Flow, A-B** Grass: Short n= 0.150 P2= 3.00"

Summary for Subcatchment 2X: EX. PAVED ACCESS

Runoff = 0.22 cfs @ 12.09 hrs, Volume= 718 cf, Depth> 2.59"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2-YR STORM Rainfall=3.00"

Area (sf)	CN	Description
3,327	98	Paved parking & roofs
3,327		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					**Direct Entry, 6 MINUTE MINIMUM**

Summary for Subcatchment 3X: OG GARAGE

Runoff = 2.22 cfs @ 12.09 hrs, Volume= 7,335 cf, Depth> 2.59"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2-YR STORM Rainfall=3.00"

Area (sf)	CN	Description
33,985	98	Paved parking & roofs
33,985		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					**Direct Entry, 6 MINUTE MINIMUM**

Summary for Subcatchment 4X: EX. PAVED PARKING

Runoff = 0.59 cfs @ 12.09 hrs, Volume= 1,952 cf, Depth> 2.59"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2-YR STORM Rainfall=3.00"

Area (sf)	CN	Description
9,045	98	Paved parking & roofs
9,045		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.3	105	0.0200	1.34		**Sheet Flow, A-B** Smooth surfaces n= 0.011 P2= 3.00"
4.7					**Direct Entry, 6 MINUTE MINIMUM**
6.0	105	Total			

Summary for Pond 6P: Hancock St.

Inflow Area = 55,293 sf, 85.18% Impervious, Inflow Depth > 2.22" for 2-YR STORM event
Inflow = 2.06 cfs @ 12.11 hrs, Volume= 10,232 cf
Primary = 2.06 cfs @ 12.11 hrs, Volume= 10,232 cf, Atten= 0%, Lag= 0.0 min

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Summary for Pond P1: Subsurface Detention (Stormtech Chambers)

Inflow Area = 33,985 sf,100.00% Impervious, Inflow Depth > 2.59" for 2-YR STORM event
Inflow = 2.22 cfs @ 12.09 hrs, Volume= 7,335 cf
Outflow = 1.20 cfs @ 12.15 hrs, Volume= 7,255 cf, Atten= 46%, Lag= 3.8 min
Primary = 1.20 cfs @ 12.15 hrs, Volume= 7,255 cf

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 20.83' @ 12.22 hrs Surf.Area= 0.040 ac Storage= 0.029 af

Plug-Flow detention time= 21.5 min calculated for 7,253 cf (99% of inflow)
Center-of-Mass det. time= 16.4 min (755.6 - 739.2)

Volume	Invert	Avail.Storage	Storage Description
#1	19.00'	0.062 af	**30.00'W x 57.40'L x 5.00'H Prismatoid** 0.198 af Overall - 0.042 af Embedded = 0.155 af x 40.0% Voids
#2	21.00'	0.042 af	**44.6"W x 30.0"H x 7.12'L StormTech SC-740** x 40 Inside #1
		0.104 af	Total Available Storage

Device	Routing	Invert	Outlet Devices
#1	Primary	18.42'	**6.0" Vert. Orifice/Grate** C= 0.600
#2	Device 1	19.00'	**6.0" x 10.0' long Culvert** CPP, projecting, no headwall, Ke= 0.900 Outlet Invert= 18.42' S= 0.0580 '/' Cc= 0.900 n= 0.011
#3	Device 1	20.00'	**6.0" x 10.0' long Culvert** CPP, projecting, no headwall, Ke= 0.900

Outlet Invert= 18.42' S= 0.1580 '/' Cc= 0.900 n= 0.011
#4 Primary 22.00' **12.0" x 10.0' long Culvert** CPP, projecting, no headwall, Ke= 0.900
Outlet Invert= 20.42' S= 0.1580 '/' Cc= 0.900 n= 0.011

Primary OutFlow Max=1.17 cfs @ 12.15 hrs HW=20.74' TW=19.22' (Dynamic Tailwater)
- **1=Orifice/Grate** (Orifice Controls 1.17 cfs @ 5.94 fps)
  - **2=Culvert** (Passes < 0.91 cfs potential flow)
  - **3=Culvert** (Passes < 0.52 cfs potential flow)
- **4=Culvert** (Controls 0.00 cfs)

Summary for Pond P2: EX. CB

Inflow Area = 37,312 sf,100.00% Impervious, Inflow Depth > 2.56" for 2-YR STORM event
Inflow = 1.42 cfs @ 12.12 hrs, Volume= 7,973 cf
Outflow = 1.42 cfs @ 12.12 hrs, Volume= 7,973 cf, Atten= 0%, Lag= 0.0 min
Primary = 1.42 cfs @ 12.12 hrs, Volume= 7,973 cf

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 19.24' @ 12.19 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	18.32'	**12.0" x 11.0' long Culvert** CPP, square edge headwall, Ke= 0.500 Outlet Invert= 18.05' S= 0.0245 '/' Cc= 0.900 n= 0.011

Primary OutFlow Max=0.98 cfs @ 12.12 hrs HW=19.17' TW=19.08' (Dynamic Tailwater)
- **1=Culvert** (Outlet Controls 0.98 cfs @ 1.86 fps)

Summary for Pond P3: EX. DMH

Inflow Area = 46,357 sf,100.00% Impervious, Inflow Depth > 2.57" for 2-YR STORM event
Inflow = 1.99 cfs @ 12.11 hrs, Volume= 9,925 cf
Outflow = 1.99 cfs @ 12.11 hrs, Volume= 9,925 cf, Atten= 0%, Lag= 0.0 min
Primary = 1.99 cfs @ 12.11 hrs, Volume= 9,925 cf

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 19.10' @ 12.14 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	18.00'	**12.0" x 53.0' long Culvert** CPP, square edge headwall, Ke= 0.500 Outlet Invert= 17.94' S= 0.0011 '/' Cc= 0.900 n= 0.011

Primary OutFlow Max=1.71 cfs @ 12.11 hrs HW=19.07' TW=18.83' (Dynamic Tailwater)
- **1=Culvert** (Outlet Controls 1.71 cfs @ 2.53 fps)

Summary for Pond P4: EX. CB

Inflow Area = 55,293 sf, 85.18% Impervious, Inflow Depth > 2.22" for 2-YR STORM event
Inflow = 2.06 cfs @ 12.11 hrs, Volume= 10,232 cf
Outflow = 2.06 cfs @ 12.11 hrs, Volume= 10,232 cf, Atten= 0%, Lag= 0.0 min
Primary = 2.06 cfs @ 12.11 hrs, Volume= 10,232 cf

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 18.84' @ 12.11 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	18.04'	**12.0" x 83.0' long Culvert** CPP, square edge headwall, Ke= 0.500 Outlet Invert= 16.80' S= 0.0149 '/' Cc= 0.900 n= 0.011

Primary OutFlow Max=2.02 cfs @ 12.11 hrs HW=18.83' TW=0.00' (Dynamic Tailwater)
1=Culvert (Inlet Controls 2.02 cfs @ 3.03 fps)

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS
Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

Subcatchment 1X: Existing Park Runoff Area=8,936 sf 8.27% Impervious Runoff Depth>1.20"
Flow Length=90' Slope=0.0550 '/' Tc=6.2 min CN=64 Runoff=0.29 cfs 896 cf

Subcatchment 2X: EX. PAVED ACCESS Runoff Area=3,327 sf 100.00% Impervious Runoff Depth>4.05"
Tc=6.0 min CN=98 Runoff=0.34 cfs 1,124 cf

Subcatchment 3X: OG GARAGE Runoff Area=33,985 sf 100.00% Impervious Runoff Depth>4.05"
Tc=6.0 min CN=98 Runoff=3.42 cfs 11,481 cf

Subcatchment 4X: EX. PAVED PARKING Runoff Area=9,045 sf 100.00% Impervious Runoff Depth>4.05"
Flow Length=105' Slope=0.0200 '/' Tc=6.0 min CN=98 Runoff=0.91 cfs 3,056 cf

Pond 6P: Hancock St. Inflow=2.85 cfs 16,457 cf
Primary=2.85 cfs 16,457 cf

Pond P1: Subsurface Detention (Stormtech Peak Elev=21.68' Storage=0.052 af Inflow=3.42 cfs 11,481 cf
Outflow=1.45 cfs 11,381 cf

Pond P2: EX. CB Peak Elev=19.68' Inflow=1.66 cfs 12,505 cf
12.0" x 11.0' Culvert Outflow=1.66 cfs 12,505 cf

Pond P3: EX. DMH Peak Elev=19.51' Inflow=2.57 cfs 15,560 cf
12.0" x 53.0' Culvert Outflow=2.57 cfs 15,560 cf

Pond P4: EX. CB Peak Elev=19.11' Inflow=2.85 cfs 16,457 cf
12.0" x 83.0' Culvert Outflow=2.85 cfs 16,457 cf

Total Runoff Area = 55,293 sf Runoff Volume = 16,557 cf Average Runoff Depth = 3.59"
14.82% Pervious = 8,197 sf 85.18% Impervious = 47,096 sf

Summary for Subcatchment 1X: Existing Park

Runoff = 0.29 cfs @ 12.10 hrs, Volume= 896 cf, Depth> 1.20"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10-YR STORM Rainfall=4.60"

Area (sf)	CN	Description
739	98	Paved parking & roofs
8,197	61	>75% Grass cover, Good, HSG B
8,936	64	Weighted Average
8,197		Pervious Area
739		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.2	90	0.0550	0.24		**Sheet Flow, A-B** Grass: Short n= 0.150 P2= 3.00"

Summary for Subcatchment 2X: EX. PAVED ACCESS

Runoff = 0.34 cfs @ 12.09 hrs, Volume= 1,124 cf, Depth> 4.05"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10-YR STORM Rainfall=4.60"

Area (sf)	CN	Description
3,327	98	Paved parking & roofs
3,327		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					**Direct Entry, 6 MINUTE MINIMUM**

Summary for Subcatchment 3X: OG GARAGE

Runoff = 3.42 cfs @ 12.09 hrs, Volume= 11,481 cf, Depth> 4.05"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10-YR STORM Rainfall=4.60"

Area (sf)	CN	Description
33,985	98	Paved parking & roofs
33,985		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					**Direct Entry, 6 MINUTE MINIMUM**

Summary for Subcatchment 4X: EX. PAVED PARKING

Runoff = 0.91 cfs @ 12.09 hrs, Volume= 3,056 cf, Depth> 4.05"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10-YR STORM Rainfall=4.60"

Area (sf)	CN	Description
9,045	98	Paved parking & roofs
9,045		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.3	105	0.0200	1.34		**Sheet Flow, A-B** Smooth surfaces n= 0.011 P2= 3.00"
4.7					**Direct Entry, 6 MINUTE MINIMUM**
6.0	105	Total			

Summary for Pond 6P: Hancock St.

Inflow Area = 55,293 sf, 85.18% Impervious, Inflow Depth > 3.57" for 10-YR STORM event
Inflow = 2.85 cfs @ 12.09 hrs, Volume= 16,457 cf
Primary = 2.85 cfs @ 12.09 hrs, Volume= 16,457 cf, Atten= 0%, Lag= 0.0 min

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Summary for Pond P1: Subsurface Detention (Stormtech Chambers)

Inflow Area = 33,985 sf,100.00% Impervious, Inflow Depth > 4.05" for 10-YR STORM event
Inflow = 3.42 cfs @ 12.09 hrs, Volume= 11,481 cf
Outflow = 1.45 cfs @ 12.37 hrs, Volume= 11,381 cf, Atten= 58%, Lag= 16.7 min
Primary = 1.45 cfs @ 12.37 hrs, Volume= 11,381 cf

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 21.68' @ 12.30 hrs Surf.Area= 0.040 ac Storage= 0.052 af

Plug-Flow detention time= 21.4 min calculated for 11,339 cf (99% of inflow)
Center-of-Mass det. time= 17.2 min (752.8 - 735.6)

Volume	Invert	Avail.Storage	Storage Description
#1	19.00'	0.062 af	**30.00'W x 57.40'L x 5.00'H Prismatoid** 0.198 af Overall - 0.042 af Embedded = 0.155 af x 40.0% Voids
#2	21.00'	0.042 af	**44.6"W x 30.0"H x 7.12'L StormTech SC-740** x 40 Inside #1
		0.104 af	Total Available Storage

Device	Routing	Invert	Outlet Devices
#1	Primary	18.42'	**6.0" Vert. Orifice/Grate** C= 0.600
#2	Device 1	19.00'	**6.0" x 10.0' long Culvert** CPP, projecting, no headwall, Ke= 0.900 Outlet Invert= 18.42' S= 0.0580 '/' Cc= 0.900 n= 0.011
#3	Device 1	20.00'	**6.0" x 10.0' long Culvert** CPP, projecting, no headwall, Ke= 0.900

Outlet Invert= 18.42' S= 0.1580 '/' Cc= 0.900 n= 0.011
#4 Primary 22.00' **12.0" x 10.0' long Culvert** CPP, projecting, no headwall, Ke= 0.900
Outlet Invert= 20.42' S= 0.1580 '/' Cc= 0.900 n= 0.011

Primary OutFlow Max=1.45 cfs @ 12.37 hrs HW=21.65' TW=19.30' (Dynamic Tailwater)
└─**1=Orifice/Grate** (Orifice Controls 1.45 cfs @ 7.38 fps)
└─**2=Culvert** (Passes < 1.14 cfs potential flow)
└─**3=Culvert** (Passes < 0.88 cfs potential flow)
└─**4=Culvert** (Controls 0.00 cfs)

Summary for Pond P2: EX. CB

Inflow Area = 37,312 sf,100.00% Impervious, Inflow Depth > 4.02" for 10-YR STORM event
Inflow = 1.66 cfs @ 12.10 hrs, Volume= 12,505 cf
Outflow = 1.66 cfs @ 12.10 hrs, Volume= 12,505 cf, Atten= 0%, Lag= 0.0 min
Primary = 1.66 cfs @ 12.10 hrs, Volume= 12,505 cf

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 19.68' @ 12.17 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	18.32'	**12.0" x 11.0' long Culvert** CPP, square edge headwall, Ke= 0.500 Outlet Invert= 18.05' S= 0.0245 '/' Cc= 0.900 n= 0.011

Primary OutFlow Max=0.00 cfs @ 12.10 hrs HW=19.49' TW=19.49' (Dynamic Tailwater)
└─**1=Culvert** (Controls 0.00 cfs)

Summary for Pond P3: EX. DMH

Inflow Area = 46,357 sf,100.00% Impervious, Inflow Depth > 4.03" for 10-YR STORM event
Inflow = 2.57 cfs @ 12.09 hrs, Volume= 15,560 cf
Outflow = 2.57 cfs @ 12.09 hrs, Volume= 15,560 cf, Atten= 0%, Lag= 0.0 min
Primary = 2.57 cfs @ 12.09 hrs, Volume= 15,560 cf

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 19.51' @ 12.12 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	18.00'	**12.0" x 53.0' long Culvert** CPP, square edge headwall, Ke= 0.500 Outlet Invert= 17.94' S= 0.0011 '/' Cc= 0.900 n= 0.011

Primary OutFlow Max=2.28 cfs @ 12.09 hrs HW=19.46' TW=19.10' (Dynamic Tailwater)
└─**1=Culvert** (Inlet Controls 2.28 cfs @ 2.90 fps)

Summary for Pond P4: EX. CB

Inflow Area = 55,293 sf, 85.18% Impervious, Inflow Depth > 3.57" for 10-YR STORM event
Inflow = 2.85 cfs @ 12.09 hrs, Volume= 16,457 cf
Outflow = 2.85 cfs @ 12.09 hrs, Volume= 16,457 cf, Atten= 0%, Lag= 0.0 min
Primary = 2.85 cfs @ 12.09 hrs, Volume= 16,457 cf

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 19.11' @ 12.09 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	18.04'	**12.0" x 83.0' long Culvert** CPP, square edge headwall, Ke= 0.500 Outlet Invert= 16.80' S= 0.0149 '/' Cc= 0.900 n= 0.011

Primary OutFlow Max=2.83 cfs @ 12.09 hrs HW=19.10' TW=0.00' (Dynamic Tailwater)
↑**1=Culvert** (Inlet Controls 2.83 cfs @ 3.60 fps)

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS
Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

Subcatchment 1X: Existing Park Runoff Area=8,936 sf 8.27% Impervious Runoff Depth>1.75"
Flow Length=90' Slope=0.0550 '/' Tc=6.2 min CN=64 Runoff=0.43 cfs 1,304 cf

Subcatchment 2X: EX. PAVED ACCESS Runoff Area=3,327 sf 100.00% Impervious Runoff Depth>4.87"
Tc=6.0 min CN=98 Runoff=0.40 cfs 1,351 cf

Subcatchment 3X: OG GARAGE Runoff Area=33,985 sf 100.00% Impervious Runoff Depth>4.87"
Tc=6.0 min CN=98 Runoff=4.10 cfs 13,804 cf

Subcatchment 4X: EX. PAVED PARKING Runoff Area=9,045 sf 100.00% Impervious Runoff Depth>4.87"
Flow Length=105' Slope=0.0200 '/' Tc=6.0 min CN=98 Runoff=1.09 cfs 3,674 cf

Pond 6P: Hancock St. Inflow=3.31 cfs 20,023 cf
Primary=3.31 cfs 20,023 cf

Pond P1: Subsurface Detention (Stormtech Peak Elev=22.19' Storage=0.067 af Inflow=4.10 cfs 13,804 cf
Outflow=1.65 cfs 13,694 cf

Pond P2: EX. CB Peak Elev=20.00' Inflow=1.79 cfs 15,045 cf
12.0" x 11.0' Culvert Outflow=1.79 cfs 15,045 cf

Pond P3: EX. DMH Peak Elev=19.81' Inflow=2.87 cfs 18,719 cf
12.0" x 53.0' Culvert Outflow=2.87 cfs 18,719 cf

Pond P4: EX. CB Peak Elev=19.30' Inflow=3.31 cfs 20,023 cf
12.0" x 83.0' Culvert Outflow=3.31 cfs 20,023 cf

Total Runoff Area = 55,293 sf Runoff Volume = 20,133 cf Average Runoff Depth = 4.37"
14.82% Pervious = 8,197 sf 85.18% Impervious = 47,096 sf

Summary for Subcatchment 1X: Existing Park

Runoff = 0.43 cfs @ 12.10 hrs, Volume= 1,304 cf, Depth> 1.75"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-YR STORM Rainfall=5.50"

Area (sf)	CN	Description
739	98	Paved parking & roofs
8,197	61	>75% Grass cover, Good, HSG B
8,936	64	Weighted Average
8,197		Pervious Area
739		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.2	90	0.0550	0.24		**Sheet Flow, A-B** Grass: Short n= 0.150 P2= 3.00"

Summary for Subcatchment 2X: EX. PAVED ACCESS

Runoff = 0.40 cfs @ 12.09 hrs, Volume= 1,351 cf, Depth> 4.87"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-YR STORM Rainfall=5.50"

Area (sf)	CN	Description
3,327	98	Paved parking & roofs
3,327		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					**Direct Entry, 6 MINUTE MINIMUM**

Summary for Subcatchment 3X: OG GARAGE

Runoff = 4.10 cfs @ 12.09 hrs, Volume= 13,804 cf, Depth> 4.87"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-YR STORM Rainfall=5.50"

Area (sf)	CN	Description
33,985	98	Paved parking & roofs
33,985		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					**Direct Entry, 6 MINUTE MINIMUM**

Summary for Subcatchment 4X: EX. PAVED PARKING

Runoff = 1.09 cfs @ 12.09 hrs, Volume= 3,674 cf, Depth> 4.87"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-YR STORM Rainfall=5.50"

Area (sf)	CN	Description
9,045	98	Paved parking & roofs
9,045		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.3	105	0.0200	1.34		**Sheet Flow, A-B** Smooth surfaces n= 0.011 P2= 3.00"
4.7					**Direct Entry, 6 MINUTE MINIMUM**
6.0	105	Total			

Summary for Pond 6P: Hancock St.

Inflow Area = 55,293 sf, 85.18% Impervious, Inflow Depth > 4.35" for 25-YR STORM event
Inflow = 3.31 cfs @ 12.09 hrs, Volume= 20,023 cf
Primary = 3.31 cfs @ 12.09 hrs, Volume= 20,023 cf, Atten= 0%, Lag= 0.0 min

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Summary for Pond P1: Subsurface Detention (Stormtech Chambers)

Inflow Area = 33,985 sf,100.00% Impervious, Inflow Depth > 4.87" for 25-YR STORM event
Inflow = 4.10 cfs @ 12.09 hrs, Volume= 13,804 cf
Outflow = 1.65 cfs @ 12.34 hrs, Volume= 13,694 cf, Atten= 60%, Lag= 15.3 min
Primary = 1.65 cfs @ 12.34 hrs, Volume= 13,694 cf

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 22.19' @ 12.31 hrs Surf.Area= 0.040 ac Storage= 0.067 af

Plug-Flow detention time= 22.1 min calculated for 13,689 cf (99% of inflow)
Center-of-Mass det. time= 18.2 min (752.8 - 734.6)

Volume	Invert	Avail.Storage	Storage Description
#1	19.00'	0.062 af	**30.00'W x 57.40'L x 5.00'H Prismatoid** 0.198 af Overall - 0.042 af Embedded = 0.155 af x 40.0% Voids
#2	21.00'	0.042 af	**44.6"W x 30.0"H x 7.12'L StormTech SC-740** x 40 Inside #1
		0.104 af	Total Available Storage

Device	Routing	Invert	Outlet Devices
#1	Primary	18.42'	**6.0" Vert. Orifice/Grate** C= 0.600
#2	Device 1	19.00'	**6.0" x 10.0' long Culvert** CPP, projecting, no headwall, Ke= 0.900 Outlet Invert= 18.42' S= 0.0580 '/' Cc= 0.900 n= 0.011
#3	Device 1	20.00'	**6.0" x 10.0' long Culvert** CPP, projecting, no headwall, Ke= 0.900

			Outlet Invert= 18.42' S= 0.1580 '/' Cc= 0.900 n= 0.011
#4	Primary	22.00'	**12.0" x 10.0' long Culvert** CPP, projecting, no headwall, Ke= 0.900
			Outlet Invert= 20.42' S= 0.1580 '/' Cc= 0.900 n= 0.011

Primary OutFlow Max=1.65 cfs @ 12.34 hrs HW=22.18' TW=19.52' (Dynamic Tailwater)
- **1=Orifice/Grate** (Orifice Controls 1.54 cfs @ 7.85 fps)
  - **2=Culvert** (Passes < 1.22 cfs potential flow)
  - **3=Culvert** (Passes < 1.04 cfs potential flow)
- **4=Culvert** (Inlet Controls 0.11 cfs @ 1.14 fps)

Summary for Pond P2: EX. CB

Inflow Area = 37,312 sf,100.00% Impervious, Inflow Depth > 4.84" for 25-YR STORM event
Inflow = 1.79 cfs @ 12.10 hrs, Volume= 15,045 cf
Outflow = 1.79 cfs @ 12.10 hrs, Volume= 15,045 cf, Atten= 0%, Lag= 0.0 min
Primary = 1.79 cfs @ 12.10 hrs, Volume= 15,045 cf

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 20.00' @ 12.17 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	18.32'	**12.0" x 11.0' long Culvert** CPP, square edge headwall, Ke= 0.500
			Outlet Invert= 18.05' S= 0.0245 '/' Cc= 0.900 n= 0.011

Primary OutFlow Max=0.00 cfs @ 12.10 hrs HW=19.69' TW=19.77' (Dynamic Tailwater)
- **1=Culvert** (Controls 0.00 cfs)

Summary for Pond P3: EX. DMH

Inflow Area = 46,357 sf,100.00% Impervious, Inflow Depth > 4.85" for 25-YR STORM event
Inflow = 2.87 cfs @ 12.09 hrs, Volume= 18,719 cf
Outflow = 2.87 cfs @ 12.09 hrs, Volume= 18,719 cf, Atten= 0%, Lag= 0.0 min
Primary = 2.87 cfs @ 12.09 hrs, Volume= 18,719 cf

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 19.81' @ 12.12 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	18.00'	**12.0" x 53.0' long Culvert** CPP, square edge headwall, Ke= 0.500
			Outlet Invert= 17.94' S= 0.0011 '/' Cc= 0.900 n= 0.011

Primary OutFlow Max=2.50 cfs @ 12.09 hrs HW=19.72' TW=19.29' (Dynamic Tailwater)
- **1=Culvert** (Inlet Controls 2.50 cfs @ 3.19 fps)

Summary for Pond P4: EX. CB

Inflow Area = 55,293 sf, 85.18% Impervious, Inflow Depth > 4.35" for 25-YR STORM event
Inflow = 3.31 cfs @ 12.09 hrs, Volume= 20,023 cf
Outflow = 3.31 cfs @ 12.09 hrs, Volume= 20,023 cf, Atten= 0%, Lag= 0.0 min
Primary = 3.31 cfs @ 12.09 hrs, Volume= 20,023 cf

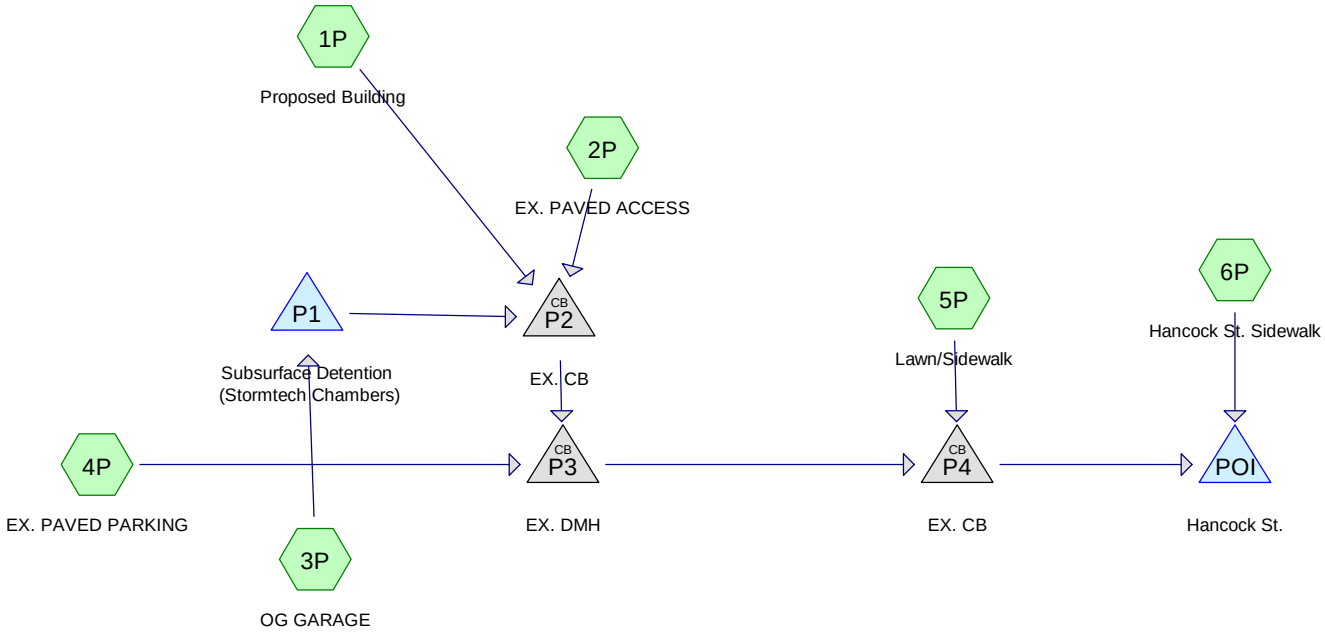
Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 19.30' @ 12.09 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	18.04'	**12.0" x 83.0' long Culvert** CPP, square edge headwall, Ke= 0.500 Outlet Invert= 16.80' S= 0.0149 '/' Cc= 0.900 n= 0.011

Primary OutFlow Max=3.28 cfs @ 12.09 hrs HW=19.29' TW=0.00' (Dynamic Tailwater)
↑**1=Culvert** (Inlet Controls 3.28 cfs @ 4.17 fps)

APPENDIX C

POSTDEVELOPMENT COMPUTATIONS
(1, 2, 10 AND 25-YEAR STORM EVENT HYDROCAD COMPUTATIONS)



Subcat Reach Pond Link

Drainage Diagram for SP-M150-POST

Prepared by {enter your company name here}, Printed 7/2/2014

HydroCAD® 8.50 s/n 000734 © 2007 HydroCAD Software Solutions LLC

Area Listing (all nodes)

Area (sq-ft)	CN	Description (subcatchment-numbers)
1,178	61	>75% Grass cover, Good, HSG B (5P)
54,735	98	Paved parking & roofs (1P,2P,3P,4P,5P,6P)
55,913		**TOTAL AREA**

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS
Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

Subcatchment 1P: Proposed Building Runoff Area=10,730 sf 100.00% Impervious Runoff Depth>2.13"
Tc=6.0 min CN=98 Runoff=0.58 cfs 1,905 cf

Subcatchment 2P: EX. PAVED ACCESS Runoff Area=527 sf 100.00% Impervious Runoff Depth>2.13"
Tc=6.0 min CN=98 Runoff=0.03 cfs 94 cf

Subcatchment 3P: OG GARAGE Runoff Area=33,985 sf 100.00% Impervious Runoff Depth>2.13"
Tc=6.0 min CN=98 Runoff=1.83 cfs 6,034 cf

Subcatchment 4P: EX. PAVED PARKING Runoff Area=8,831 sf 100.00% Impervious Runoff Depth>2.13"
Flow Length=105' Slope=0.0200 '/' Tc=6.0 min CN=98 Runoff=0.48 cfs 1,568 cf

Subcatchment 5P: Lawn/Sidewalk Runoff Area=1,658 sf 28.95% Impervious Runoff Depth>0.47"
Tc=6.0 min CN=72 Runoff=0.02 cfs 65 cf

Subcatchment 6P: Hancock St. Sidewalk Runoff Area=182 sf 100.00% Impervious Runoff Depth>2.13"
Tc=6.0 min CN=98 Runoff=0.01 cfs 32 cf

Pond P1: Subsurface Detention (Stormtech Peak Elev=20.95' Storage=0.035 af Inflow=1.83 cfs 6,034 cf
Outflow=0.60 cfs 5,951 cf

Pond P2: EX. CB Peak Elev=19.08' Inflow=1.10 cfs 7,950 cf
12.0" x 11.0' Culvert Outflow=1.10 cfs 7,950 cf

Pond P3: EX. DMH Peak Elev=18.95' Inflow=1.57 cfs 9,518 cf
12.0" x 53.0' Culvert Outflow=1.57 cfs 9,518 cf

Pond P4: EX. CB Peak Elev=18.72' Inflow=1.59 cfs 9,583 cf
12.0" x 83.0' Culvert Outflow=1.59 cfs 9,583 cf

Pond POI: Hancock St. Inflow=1.60 cfs 9,615 cf
Primary=1.60 cfs 9,615 cf

Total Runoff Area = 55,913 sf Runoff Volume = 9,698 cf Average Runoff Depth = 2.08"
2.11% Pervious = 1,178 sf 97.89% Impervious = 54,735 sf

Summary for Subcatchment 1P: Proposed Building

Runoff = 0.58 cfs @ 12.09 hrs, Volume= 1,905 cf, Depth> 2.13"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 1-YR STORM Rainfall=2.50"

Area (sf)	CN	Description
10,730	98	Paved parking & roofs
10,730		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					**Direct Entry, 6 MINUTE MIN. Tc**

Summary for Subcatchment 2P: EX. PAVED ACCESS

Runoff = 0.03 cfs @ 12.09 hrs, Volume= 94 cf, Depth> 2.13"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 1-YR STORM Rainfall=2.50"

Area (sf)	CN	Description
527	98	Paved parking & roofs
527		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					**Direct Entry, 6 MINUTE MINIMUM**

Summary for Subcatchment 3P: OG GARAGE

Runoff = 1.83 cfs @ 12.09 hrs, Volume= 6,034 cf, Depth> 2.13"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 1-YR STORM Rainfall=2.50"

Area (sf)	CN	Description
33,985	98	Paved parking & roofs
33,985		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					**Direct Entry, 6 MINUTE MINIMUM**

Summary for Subcatchment 4P: EX. PAVED PARKING

Runoff = 0.48 cfs @ 12.09 hrs, Volume= 1,568 cf, Depth> 2.13"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 1-YR STORM Rainfall=2.50"

Area (sf)	CN	Description
8,831	98	Paved parking & roofs
8,831		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.3	105	0.0200	1.34		**Sheet Flow, A-B**
					Smooth surfaces n= 0.011 P2= 3.00"
4.7					**Direct Entry, 6 MINUTE MINIMUM**
6.0	105	Total			

Summary for Subcatchment 5P: Lawn/Sidewalk

Runoff = 0.02 cfs @ 12.11 hrs, Volume= 65 cf, Depth> 0.47"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 1-YR STORM Rainfall=2.50"

Area (sf)	CN	Description
480	98	Paved parking & roofs
1,178	61	>75% Grass cover, Good, HSG B
1,658	72	Weighted Average
1,178		Pervious Area
480		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					**Direct Entry, 6 MINUTE MINIMUM**

Summary for Subcatchment 6P: Hancock St. Sidewalk

Runoff = 0.01 cfs @ 12.09 hrs, Volume= 32 cf, Depth> 2.13"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 1-YR STORM Rainfall=2.50"

Area (sf)	CN	Description
182	98	Paved parking & roofs
182		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					**Direct Entry, 6 MINUTE MINIMUM**

Summary for Pond P1: Subsurface Detention (Stormtech Chambers)

Inflow Area = 33,985 sf,100.00% Impervious, Inflow Depth > 2.13" for 1-YR STORM event
Inflow = 1.83 cfs @ 12.09 hrs, Volume= 6,034 cf
Outflow = 0.60 cfs @ 12.42 hrs, Volume= 5,951 cf, Atten= 67%, Lag= 20.1 min
Primary = 0.60 cfs @ 12.42 hrs, Volume= 5,951 cf

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 20.95' @ 12.38 hrs Surf.Area= 0.044 ac Storage= 0.035 af

Plug-Flow detention time= 32.1 min calculated for 5,930 cf (98% of inflow)
Center-of-Mass det. time= 26.0 min (767.3 - 741.3)

Volume	Invert	Avail.Storage	Storage Description
#1	19.00'	0.069 af	**30.00'W x 64.52'L x 5.00'H Prismatoid**
			0.222 af Overall - 0.051 af Embedded = 0.172 af x 40.0% Voids
#2	21.00'	0.051 af	**44.6"W x 30.0"H x 7.12'L StormTech SC-740** x 48 Inside #1
		0.119 af	Total Available Storage

Device	Routing	Invert	Outlet Devices
#1	Primary	18.42'	**4.0" Vert. Orifice/Grate** C= 0.600
#2	Device 1	19.00'	**6.0" x 10.0' long Culvert** CPP, projecting, no headwall, Ke= 0.900
			Outlet Invert= 18.42' S= 0.0580 '/' Cc= 0.900 n= 0.011
#3	Device 1	20.00'	**6.0" x 10.0' long Culvert** CPP, projecting, no headwall, Ke= 0.900
			Outlet Invert= 18.42' S= 0.1580 '/' Cc= 0.900 n= 0.011
#4	Primary	22.00'	**12.0" x 10.0' long Culvert** CPP, projecting, no headwall, Ke= 0.900
			Outlet Invert= 20.42' S= 0.1580 '/' Cc= 0.900 n= 0.011

Primary OutFlow Max=0.60 cfs @ 12.42 hrs HW=20.94' TW=18.90' (Dynamic Tailwater)
- **1=Orifice/Grate** (Orifice Controls 0.60 cfs @ 6.89 fps)
  - **2=Culvert** (Passes < 0.97 cfs potential flow)
  - **3=Culvert** (Passes < 0.62 cfs potential flow)
- **4=Culvert** (Controls 0.00 cfs)

Summary for Pond P2: EX. CB

Inflow Area = 45,242 sf,100.00% Impervious, Inflow Depth > 2.11" for 1-YR STORM event
Inflow = 1.10 cfs @ 12.10 hrs, Volume= 7,950 cf
Outflow = 1.10 cfs @ 12.10 hrs, Volume= 7,950 cf, Atten= 0%, Lag= 0.0 min
Primary = 1.10 cfs @ 12.10 hrs, Volume= 7,950 cf

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 19.08' @ 12.15 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	18.32'	**12.0" x 11.0' long Culvert** CPP, square edge headwall, Ke= 0.500
			Outlet Invert= 18.05' S= 0.0245 '/' Cc= 0.900 n= 0.011

Primary OutFlow Max=0.81 cfs @ 12.10 hrs HW=19.04' TW=18.95' (Dynamic Tailwater)
1=Culvert (Outlet Controls 0.81 cfs @ 1.86 fps)

Summary for Pond P3: EX. DMH

Inflow Area = 54,073 sf,100.00% Impervious, Inflow Depth > 2.11" for 1-YR STORM event
Inflow = 1.57 cfs @ 12.09 hrs, Volume= 9,518 cf
Outflow = 1.57 cfs @ 12.09 hrs, Volume= 9,518 cf, Atten= 0%, Lag= 0.0 min
Primary = 1.57 cfs @ 12.09 hrs, Volume= 9,518 cf

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 18.95' @ 12.11 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	18.00'	**12.0" x 53.0' long Culvert** CPP, square edge headwall, Ke= 0.500 Outlet Invert= 17.94' S= 0.0011 '/' Cc= 0.900 n= 0.011

Primary OutFlow Max=1.44 cfs @ 12.09 hrs HW=18.94' TW=18.71' (Dynamic Tailwater)
1=Culvert (Outlet Controls 1.44 cfs @ 2.43 fps)

Summary for Pond P4: EX. CB

Inflow Area = 55,731 sf, 97.89% Impervious, Inflow Depth > 2.06" for 1-YR STORM event
Inflow = 1.59 cfs @ 12.09 hrs, Volume= 9,583 cf
Outflow = 1.59 cfs @ 12.09 hrs, Volume= 9,583 cf, Atten= 0%, Lag= 0.0 min
Primary = 1.59 cfs @ 12.09 hrs, Volume= 9,583 cf

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 18.72' @ 12.09 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	18.04'	**12.0" x 83.0' long Culvert** CPP, square edge headwall, Ke= 0.500 Outlet Invert= 16.80' S= 0.0149 '/' Cc= 0.900 n= 0.011

Primary OutFlow Max=1.57 cfs @ 12.09 hrs HW=18.71' TW=0.00' (Dynamic Tailwater)
1=Culvert (Inlet Controls 1.57 cfs @ 2.80 fps)

Summary for Pond POI: Hancock St.

Inflow Area = 55,913 sf, 97.89% Impervious, Inflow Depth > 2.06" for 1-YR STORM event
Inflow = 1.60 cfs @ 12.09 hrs, Volume= 9,615 cf
Primary = 1.60 cfs @ 12.09 hrs, Volume= 9,615 cf, Atten= 0%, Lag= 0.0 min

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS
Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

Subcatchment 1P: Proposed Building Runoff Area=10,730 sf 100.00% Impervious Runoff Depth>2.59"
Tc=6.0 min CN=98 Runoff=0.70 cfs 2,316 cf

Subcatchment 2P: EX. PAVED ACCESS Runoff Area=527 sf 100.00% Impervious Runoff Depth>2.59"
Tc=6.0 min CN=98 Runoff=0.03 cfs 114 cf

Subcatchment 3P: OG GARAGE Runoff Area=33,985 sf 100.00% Impervious Runoff Depth>2.59"
Tc=6.0 min CN=98 Runoff=2.22 cfs 7,335 cf

Subcatchment 4P: EX. PAVED PARKING Runoff Area=8,831 sf 100.00% Impervious Runoff Depth>2.59"
Flow Length=105' Slope=0.0200 '/' Tc=6.0 min CN=98 Runoff=0.58 cfs 1,906 cf

Subcatchment 5P: Lawn/Sidewalk Runoff Area=1,658 sf 28.95% Impervious Runoff Depth>0.73"
Tc=6.0 min CN=72 Runoff=0.03 cfs 101 cf

Subcatchment 6P: Hancock St. Sidewalk Runoff Area=182 sf 100.00% Impervious Runoff Depth>2.59"
Tc=6.0 min CN=98 Runoff=0.01 cfs 39 cf

Pond P1: Subsurface Detention (Stormtech Peak Elev=21.27' Storage=0.045 af Inflow=2.22 cfs 7,335 cf
Outflow=0.64 cfs 7,245 cf

Pond P2: EX. CB Peak Elev=19.17' Inflow=1.27 cfs 9,674 cf
12.0" x 11.0' Culvert Outflow=1.27 cfs 9,674 cf

Pond P3: EX. DMH Peak Elev=19.05' Inflow=1.84 cfs 11,581 cf
12.0" x 53.0' Culvert Outflow=1.84 cfs 11,581 cf

Pond P4: EX. CB Peak Elev=18.79' Inflow=1.88 cfs 11,682 cf
12.0" x 83.0' Culvert Outflow=1.88 cfs 11,682 cf

Pond POI: Hancock St. Inflow=1.89 cfs 11,721 cf
Primary=1.89 cfs 11,721 cf

Total Runoff Area = 55,913 sf Runoff Volume = 11,811 cf Average Runoff Depth = 2.53"
2.11% Pervious = 1,178 sf 97.89% Impervious = 54,735 sf

Summary for Subcatchment 1P: Proposed Building

Runoff = 0.70 cfs @ 12.09 hrs, Volume= 2,316 cf, Depth> 2.59"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2-YR STORM Rainfall=3.00"

Area (sf)	CN	Description
10,730	98	Paved parking & roofs
10,730		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					**Direct Entry, 6 MINUTE MIN. Tc**

Summary for Subcatchment 2P: EX. PAVED ACCESS

Runoff = 0.03 cfs @ 12.09 hrs, Volume= 114 cf, Depth> 2.59"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2-YR STORM Rainfall=3.00"

Area (sf)	CN	Description
527	98	Paved parking & roofs
527		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					**Direct Entry, 6 MINUTE MINIMUM**

Summary for Subcatchment 3P: OG GARAGE

Runoff = 2.22 cfs @ 12.09 hrs, Volume= 7,335 cf, Depth> 2.59"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2-YR STORM Rainfall=3.00"

Area (sf)	CN	Description
33,985	98	Paved parking & roofs
33,985		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					**Direct Entry, 6 MINUTE MINIMUM**

Summary for Subcatchment 4P: EX. PAVED PARKING

Runoff = 0.58 cfs @ 12.09 hrs, Volume= 1,906 cf, Depth> 2.59"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2-YR STORM Rainfall=3.00"

Area (sf)	CN	Description
8,831	98	Paved parking & roofs
8,831		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.3	105	0.0200	1.34		**Sheet Flow, A-B**
					Smooth surfaces n= 0.011 P2= 3.00"
4.7					**Direct Entry, 6 MINUTE MINIMUM**
6.0	105	Total			

Summary for Subcatchment 5P: Lawn/Sidewalk

Runoff = 0.03 cfs @ 12.10 hrs, Volume= 101 cf, Depth> 0.73"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2-YR STORM Rainfall=3.00"

Area (sf)	CN	Description
480	98	Paved parking & roofs
1,178	61	>75% Grass cover, Good, HSG B
1,658	72	Weighted Average
1,178		Pervious Area
480		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					**Direct Entry, 6 MINUTE MINIMUM**

Summary for Subcatchment 6P: Hancock St. Sidewalk

Runoff = 0.01 cfs @ 12.09 hrs, Volume= 39 cf, Depth> 2.59"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2-YR STORM Rainfall=3.00"

Area (sf)	CN	Description
182	98	Paved parking & roofs
182		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					**Direct Entry, 6 MINUTE MINIMUM**

Summary for Pond P1: Subsurface Detention (Stormtech Chambers)

Inflow Area = 33,985 sf,100.00% Impervious, Inflow Depth > 2.59" for 2-YR STORM event
Inflow = 2.22 cfs @ 12.09 hrs, Volume= 7,335 cf
Outflow = 0.64 cfs @ 12.50 hrs, Volume= 7,245 cf, Atten= 71%, Lag= 25.0 min
Primary = 0.64 cfs @ 12.50 hrs, Volume= 7,245 cf

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 21.27' @ 12.42 hrs Surf.Area= 0.044 ac Storage= 0.045 af

Plug-Flow detention time= 33.9 min calculated for 7,219 cf (98% of inflow)
Center-of-Mass det. time= 28.3 min (767.5 - 739.2)

Volume	Invert	Avail.Storage	Storage Description
#1	19.00'	0.069 af	**30.00'W x 64.52'L x 5.00'H Prismatoid** 0.222 af Overall - 0.051 af Embedded = 0.172 af x 40.0% Voids
#2	21.00'	0.051 af	**44.6"W x 30.0"H x 7.12'L StormTech SC-740** x 48 Inside #1
		0.119 af	Total Available Storage

Device	Routing	Invert	Outlet Devices
#1	Primary	18.42'	**4.0" Vert. Orifice/Grate** C= 0.600
#2	Device 1	19.00'	**6.0" x 10.0' long Culvert** CPP, projecting, no headwall, Ke= 0.900 Outlet Invert= 18.42' S= 0.0580 '/' Cc= 0.900 n= 0.011
#3	Device 1	20.00'	**6.0" x 10.0' long Culvert** CPP, projecting, no headwall, Ke= 0.900 Outlet Invert= 18.42' S= 0.1580 '/' Cc= 0.900 n= 0.011
#4	Primary	22.00'	**12.0" x 10.0' long Culvert** CPP, projecting, no headwall, Ke= 0.900 Outlet Invert= 20.42' S= 0.1580 '/' Cc= 0.900 n= 0.011

Primary OutFlow Max=0.64 cfs @ 12.50 hrs HW=21.25' TW=18.91' (Dynamic Tailwater)
- **1=Orifice/Grate** (Orifice Controls 0.64 cfs @ 7.37 fps)
  - **2=Culvert** (Passes < 1.06 cfs potential flow)
  - **3=Culvert** (Passes < 0.75 cfs potential flow)
- **4=Culvert** (Controls 0.00 cfs)

Summary for Pond P2: EX. CB

Inflow Area = 45,242 sf,100.00% Impervious, Inflow Depth > 2.57" for 2-YR STORM event
Inflow = 1.27 cfs @ 12.10 hrs, Volume= 9,674 cf
Outflow = 1.27 cfs @ 12.10 hrs, Volume= 9,674 cf, Atten= 0%, Lag= 0.0 min
Primary = 1.27 cfs @ 12.10 hrs, Volume= 9,674 cf

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 19.17' @ 12.15 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	18.32'	**12.0" x 11.0' long Culvert** CPP, square edge headwall, Ke= 0.500 Outlet Invert= 18.05' S= 0.0245 '/' Cc= 0.900 n= 0.011

Primary OutFlow Max=0.89 cfs @ 12.10 hrs HW=19.13' TW=19.04' (Dynamic Tailwater)
1=Culvert (Outlet Controls 0.89 cfs @ 1.78 fps)

Summary for Pond P3: EX. DMH

Inflow Area = 54,073 sf,100.00% Impervious, Inflow Depth > 2.57" for 2-YR STORM event
Inflow = 1.84 cfs @ 12.09 hrs, Volume= 11,581 cf
Outflow = 1.84 cfs @ 12.09 hrs, Volume= 11,581 cf, Atten= 0%, Lag= 0.0 min
Primary = 1.84 cfs @ 12.09 hrs, Volume= 11,581 cf

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 19.05' @ 12.11 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	18.00'	**12.0" x 53.0' long Culvert** CPP, square edge headwall, Ke= 0.500 Outlet Invert= 17.94' S= 0.0011 '/' Cc= 0.900 n= 0.011

Primary OutFlow Max=1.68 cfs @ 12.09 hrs HW=19.03' TW=18.79' (Dynamic Tailwater)
1=Culvert (Outlet Controls 1.68 cfs @ 2.56 fps)

Summary for Pond P4: EX. CB

Inflow Area = 55,731 sf, 97.89% Impervious, Inflow Depth > 2.52" for 2-YR STORM event
Inflow = 1.88 cfs @ 12.09 hrs, Volume= 11,682 cf
Outflow = 1.88 cfs @ 12.09 hrs, Volume= 11,682 cf, Atten= 0%, Lag= 0.0 min
Primary = 1.88 cfs @ 12.09 hrs, Volume= 11,682 cf

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 18.79' @ 12.09 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	18.04'	**12.0" x 83.0' long Culvert** CPP, square edge headwall, Ke= 0.500 Outlet Invert= 16.80' S= 0.0149 '/' Cc= 0.900 n= 0.011

Primary OutFlow Max=1.85 cfs @ 12.09 hrs HW=18.79' TW=0.00' (Dynamic Tailwater)
1=Culvert (Inlet Controls 1.85 cfs @ 2.94 fps)

Summary for Pond POI: Hancock St.

Inflow Area = 55,913 sf, 97.89% Impervious, Inflow Depth > 2.52" for 2-YR STORM event
Inflow = 1.89 cfs @ 12.09 hrs, Volume= 11,721 cf
Primary = 1.89 cfs @ 12.09 hrs, Volume= 11,721 cf, Atten= 0%, Lag= 0.0 min

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS
Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

Subcatchment 1P: Proposed Building Runoff Area=10,730 sf 100.00% Impervious Runoff Depth>4.15"
Tc=6.0 min CN=98 Runoff=1.11 cfs 3,707 cf

Subcatchment 2P: EX. PAVED ACCESS Runoff Area=527 sf 100.00% Impervious Runoff Depth>4.15"
Tc=6.0 min CN=98 Runoff=0.05 cfs 182 cf

Subcatchment 3P: OG GARAGE Runoff Area=33,985 sf 100.00% Impervious Runoff Depth>4.15"
Tc=6.0 min CN=98 Runoff=3.50 cfs 11,740 cf

Subcatchment 4P: EX. PAVED PARKING Runoff Area=8,831 sf 100.00% Impervious Runoff Depth>4.15"
Flow Length=105' Slope=0.0200 '/' Tc=6.0 min CN=98 Runoff=0.91 cfs 3,051 cf

Subcatchment 5P: Lawn/Sidewalk Runoff Area=1,658 sf 28.95% Impervious Runoff Depth>1.82"
Tc=6.0 min CN=72 Runoff=0.09 cfs 251 cf

Subcatchment 6P: Hancock St. Sidewalk Runoff Area=182 sf 100.00% Impervious Runoff Depth>4.15"
Tc=6.0 min CN=98 Runoff=0.02 cfs 63 cf

Pond P1: Subsurface Detention (Stormtech Peak Elev=22.30' Storage=0.079 af Inflow=3.50 cfs 11,740 cf
Outflow=1.04 cfs 11,625 cf

Pond P2: EX. CB Peak Elev=19.67' Inflow=1.78 cfs 15,514 cf
12.0" x 11.0' Culvert Outflow=1.78 cfs 15,514 cf

Pond P3: EX. DMH Peak Elev=19.51' Inflow=2.69 cfs 18,564 cf
12.0" x 53.0' Culvert Outflow=2.69 cfs 18,564 cf

Pond P4: EX. CB Peak Elev=19.08' Inflow=2.78 cfs 18,815 cf
12.0" x 83.0' Culvert Outflow=2.78 cfs 18,815 cf

Pond POI: Hancock St. Inflow=2.80 cfs 18,878 cf
Primary=2.80 cfs 18,878 cf

Total Runoff Area = 55,913 sf Runoff Volume = 18,992 cf Average Runoff Depth = 4.08"
2.11% Pervious = 1,178 sf 97.89% Impervious = 54,735 sf

Summary for Subcatchment 1P: Proposed Building

Runoff = 1.11 cfs @ 12.09 hrs, Volume= 3,707 cf, Depth> 4.15"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10-YR STORM Rainfall=4.70"

Area (sf)	CN	Description
10,730	98	Paved parking & roofs
10,730		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					**Direct Entry, 6 MINUTE MIN. Tc**

Summary for Subcatchment 2P: EX. PAVED ACCESS

Runoff = 0.05 cfs @ 12.09 hrs, Volume= 182 cf, Depth> 4.15"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10-YR STORM Rainfall=4.70"

Area (sf)	CN	Description
527	98	Paved parking & roofs
527		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					**Direct Entry, 6 MINUTE MINIMUM**

Summary for Subcatchment 3P: OG GARAGE

Runoff = 3.50 cfs @ 12.09 hrs, Volume= 11,740 cf, Depth> 4.15"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10-YR STORM Rainfall=4.70"

Area (sf)	CN	Description
33,985	98	Paved parking & roofs
33,985		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					**Direct Entry, 6 MINUTE MINIMUM**

Summary for Subcatchment 4P: EX. PAVED PARKING

Runoff = 0.91 cfs @ 12.09 hrs, Volume= 3,051 cf, Depth> 4.15"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10-YR STORM Rainfall=4.70"

Area (sf)	CN	Description
8,831	98	Paved parking & roofs
8,831		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.3	105	0.0200	1.34		**Sheet Flow, A-B**
					Smooth surfaces n= 0.011 P2= 3.00"
4.7					**Direct Entry, 6 MINUTE MINIMUM**
6.0	105	Total			

Summary for Subcatchment 5P: Lawn/Sidewalk

Runoff = 0.09 cfs @ 12.10 hrs, Volume= 251 cf, Depth> 1.82"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10-YR STORM Rainfall=4.70"

Area (sf)	CN	Description
480	98	Paved parking & roofs
1,178	61	>75% Grass cover, Good, HSG B
1,658	72	Weighted Average
1,178		Pervious Area
480		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					**Direct Entry, 6 MINUTE MINIMUM**

Summary for Subcatchment 6P: Hancock St. Sidewalk

Runoff = 0.02 cfs @ 12.09 hrs, Volume= 63 cf, Depth> 4.15"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10-YR STORM Rainfall=4.70"

Area (sf)	CN	Description
182	98	Paved parking & roofs
182		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					**Direct Entry, 6 MINUTE MINIMUM**

Summary for Pond P1: Subsurface Detention (Stormtech Chambers)

Inflow Area = 33,985 sf,100.00% Impervious, Inflow Depth > 4.15" for 10-YR STORM event
Inflow = 3.50 cfs @ 12.09 hrs, Volume= 11,740 cf
Outflow = 1.04 cfs @ 12.41 hrs, Volume= 11,625 cf, Atten= 70%, Lag= 19.5 min
Primary = 1.04 cfs @ 12.41 hrs, Volume= 11,625 cf

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 22.30' @ 12.41 hrs Surf.Area= 0.044 ac Storage= 0.079 af

Plug-Flow detention time= 40.6 min calculated for 11,583 cf (99% of inflow)
Center-of-Mass det. time= 35.9 min (771.4 - 735.5)

Volume	Invert	Avail.Storage	Storage Description
#1	19.00'	0.069 af	**30.00'W x 64.52'L x 5.00'H Prismatoid** 0.222 af Overall - 0.051 af Embedded = 0.172 af x 40.0% Voids
#2	21.00'	0.051 af	**44.6"W x 30.0"H x 7.12'L StormTech SC-740** x 48 Inside #1
		0.119 af	Total Available Storage

Device	Routing	Invert	Outlet Devices
#1	Primary	18.42'	**4.0" Vert. Orifice/Grate** C= 0.600
#2	Device 1	19.00'	**6.0" x 10.0' long Culvert** CPP, projecting, no headwall, Ke= 0.900 Outlet Invert= 18.42' S= 0.0580 '/' Cc= 0.900 n= 0.011
#3	Device 1	20.00'	**6.0" x 10.0' long Culvert** CPP, projecting, no headwall, Ke= 0.900 Outlet Invert= 18.42' S= 0.1580 '/' Cc= 0.900 n= 0.011
#4	Primary	22.00'	**12.0" x 10.0' long Culvert** CPP, projecting, no headwall, Ke= 0.900 Outlet Invert= 20.42' S= 0.1580 '/' Cc= 0.900 n= 0.011

Primary OutFlow Max=1.03 cfs @ 12.41 hrs HW=22.30' TW=19.20' (Dynamic Tailwater)
- **1=Orifice/Grate** (Orifice Controls 0.74 cfs @ 8.48 fps)
  - **2=Culvert** (Passes < 1.30 cfs potential flow)
  - **3=Culvert** (Passes < 1.07 cfs potential flow)
- **4=Culvert** (Inlet Controls 0.29 cfs @ 1.47 fps)

Summary for Pond P2: EX. CB

Inflow Area = 45,242 sf,100.00% Impervious, Inflow Depth > 4.11" for 10-YR STORM event
Inflow = 1.78 cfs @ 12.09 hrs, Volume= 15,514 cf
Outflow = 1.78 cfs @ 12.09 hrs, Volume= 15,514 cf, Atten= 0%, Lag= 0.0 min
Primary = 1.78 cfs @ 12.09 hrs, Volume= 15,514 cf

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 19.67' @ 12.14 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	18.32'	**12.0" x 11.0' long Culvert** CPP, square edge headwall, Ke= 0.500 Outlet Invert= 18.05' S= 0.0245 '/' Cc= 0.900 n= 0.011

Primary OutFlow Max=0.77 cfs @ 12.09 hrs HW=19.52' TW=19.48' (Dynamic Tailwater)
└**1=Culvert** (Inlet Controls 0.77 cfs @ 0.98 fps)

Summary for Pond P3: EX. DMH

Inflow Area = 54,073 sf,100.00% Impervious, Inflow Depth > 4.12" for 10-YR STORM event
Inflow = 2.69 cfs @ 12.09 hrs, Volume= 18,564 cf
Outflow = 2.69 cfs @ 12.09 hrs, Volume= 18,564 cf, Atten= 0%, Lag= 0.0 min
Primary = 2.69 cfs @ 12.09 hrs, Volume= 18,564 cf

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 19.51' @ 12.11 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	18.00'	**12.0" x 53.0' long Culvert** CPP, square edge headwall, Ke= 0.500 Outlet Invert= 17.94' S= 0.0011 '/' Cc= 0.900 n= 0.011

Primary OutFlow Max=2.44 cfs @ 12.09 hrs HW=19.47' TW=19.06' (Dynamic Tailwater)
└**1=Culvert** (Inlet Controls 2.44 cfs @ 3.11 fps)

Summary for Pond P4: EX. CB

Inflow Area = 55,731 sf, 97.89% Impervious, Inflow Depth > 4.05" for 10-YR STORM event
Inflow = 2.78 cfs @ 12.09 hrs, Volume= 18,815 cf
Outflow = 2.78 cfs @ 12.09 hrs, Volume= 18,815 cf, Atten= 0%, Lag= 0.0 min
Primary = 2.78 cfs @ 12.09 hrs, Volume= 18,815 cf

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 19.08' @ 12.09 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	18.04'	**12.0" x 83.0' long Culvert** CPP, square edge headwall, Ke= 0.500 Outlet Invert= 16.80' S= 0.0149 '/' Cc= 0.900 n= 0.011

Primary OutFlow Max=2.72 cfs @ 12.09 hrs HW=19.06' TW=0.00' (Dynamic Tailwater)
└**1=Culvert** (Inlet Controls 2.72 cfs @ 3.46 fps)

Summary for Pond POI: Hancock St.

Inflow Area = 55,913 sf, 97.89% Impervious, Inflow Depth > 4.05" for 10-YR STORM event
Inflow = 2.80 cfs @ 12.09 hrs, Volume= 18,878 cf
Primary = 2.80 cfs @ 12.09 hrs, Volume= 18,878 cf, Atten= 0%, Lag= 0.0 min

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS
Reach routing by Dyn-Stor-Ind method - Pond routing by Dyn-Stor-Ind method

Subcatchment 1P: Proposed Building Runoff Area=10,730 sf 100.00% Impervious Runoff Depth>4.87"
Tc=6.0 min CN=98 Runoff=1.30 cfs 4,358 cf

Subcatchment 2P: EX. PAVED ACCESS Runoff Area=527 sf 100.00% Impervious Runoff Depth>4.87"
Tc=6.0 min CN=98 Runoff=0.06 cfs 214 cf

Subcatchment 3P: OG GARAGE Runoff Area=33,985 sf 100.00% Impervious Runoff Depth>4.87"
Tc=6.0 min CN=98 Runoff=4.10 cfs 13,804 cf

Subcatchment 4P: EX. PAVED PARKING Runoff Area=8,831 sf 100.00% Impervious Runoff Depth>4.87"
Flow Length=105' Slope=0.0200 '/' Tc=6.0 min CN=98 Runoff=1.07 cfs 3,587 cf

Subcatchment 5P: Lawn/Sidewalk Runoff Area=1,658 sf 28.95% Impervious Runoff Depth>2.40"
Tc=6.0 min CN=72 Runoff=0.11 cfs 331 cf

Subcatchment 6P: Hancock St. Sidewalk Runoff Area=182 sf 100.00% Impervious Runoff Depth>4.87"
Tc=6.0 min CN=98 Runoff=0.02 cfs 74 cf

Pond P1: Subsurface Detention (Stormtech Peak Elev=22.57' Storage=0.087 af Inflow=4.10 cfs 13,804 cf
Outflow=1.62 cfs 13,680 cf

Pond P2: EX. CB Peak Elev=20.07' Inflow=2.16 cfs 18,252 cf
12.0" x 11.0' Culvert Outflow=2.16 cfs 18,252 cf

Pond P3: EX. DMH Peak Elev=19.83' Inflow=3.07 cfs 21,839 cf
12.0" x 53.0' Culvert Outflow=3.07 cfs 21,839 cf

Pond P4: EX. CB Peak Elev=19.25' Inflow=3.18 cfs 22,170 cf
12.0" x 83.0' Culvert Outflow=3.18 cfs 22,170 cf

Pond POI: Hancock St. Inflow=3.20 cfs 22,244 cf
Primary=3.20 cfs 22,244 cf

Total Runoff Area = 55,913 sf Runoff Volume = 22,369 cf Average Runoff Depth = 4.80"
2.11% Pervious = 1,178 sf 97.89% Impervious = 54,735 sf

Summary for Subcatchment 1P: Proposed Building

Runoff = 1.30 cfs @ 12.09 hrs, Volume= 4,358 cf, Depth> 4.87"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-YR STORM Rainfall=5.50"

Area (sf)	CN	Description
10,730	98	Paved parking & roofs
10,730		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					**Direct Entry, 6 MINUTE MIN. Tc**

Summary for Subcatchment 2P: EX. PAVED ACCESS

Runoff = 0.06 cfs @ 12.09 hrs, Volume= 214 cf, Depth> 4.87"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-YR STORM Rainfall=5.50"

Area (sf)	CN	Description
527	98	Paved parking & roofs
527		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					**Direct Entry, 6 MINUTE MINIMUM**

Summary for Subcatchment 3P: OG GARAGE

Runoff = 4.10 cfs @ 12.09 hrs, Volume= 13,804 cf, Depth> 4.87"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-YR STORM Rainfall=5.50"

Area (sf)	CN	Description
33,985	98	Paved parking & roofs
33,985		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					**Direct Entry, 6 MINUTE MINIMUM**

Summary for Subcatchment 4P: EX. PAVED PARKING

Runoff = 1.07 cfs @ 12.09 hrs, Volume= 3,587 cf, Depth> 4.87"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-YR STORM Rainfall=5.50"

Area (sf)	CN	Description
8,831	98	Paved parking & roofs
8,831		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.3	105	0.0200	1.34		**Sheet Flow, A-B**
					Smooth surfaces n= 0.011 P2= 3.00"
4.7					**Direct Entry, 6 MINUTE MINIMUM**
6.0	105	Total			

Summary for Subcatchment 5P: Lawn/Sidewalk

Runoff = 0.11 cfs @ 12.09 hrs, Volume= 331 cf, Depth> 2.40"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-YR STORM Rainfall=5.50"

Area (sf)	CN	Description
480	98	Paved parking & roofs
1,178	61	>75% Grass cover, Good, HSG B
1,658	72	Weighted Average
1,178		Pervious Area
480		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					**Direct Entry, 6 MINUTE MINIMUM**

Summary for Subcatchment 6P: Hancock St. Sidewalk

Runoff = 0.02 cfs @ 12.09 hrs, Volume= 74 cf, Depth> 4.87"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-YR STORM Rainfall=5.50"

Area (sf)	CN	Description
182	98	Paved parking & roofs
182		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					**Direct Entry, 6 MINUTE MINIMUM**

Summary for Pond P1: Subsurface Detention (Stormtech Chambers)

Inflow Area = 33,985 sf,100.00% Impervious, Inflow Depth > 4.87" for 25-YR STORM event
Inflow = 4.10 cfs @ 12.09 hrs, Volume= 13,804 cf
Outflow = 1.62 cfs @ 12.32 hrs, Volume= 13,680 cf, Atten= 61%, Lag= 13.9 min
Primary = 1.62 cfs @ 12.32 hrs, Volume= 13,680 cf

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 22.57' @ 12.32 hrs Surf.Area= 0.044 ac Storage= 0.087 af

Plug-Flow detention time= 39.0 min calculated for 13,630 cf (99% of inflow)
Center-of-Mass det. time= 34.6 min (769.2 - 734.6)

Volume	Invert	Avail.Storage	Storage Description
#1	19.00'	0.069 af	**30.00'W x 64.52'L x 5.00'H Prismatoid** 0.222 af Overall - 0.051 af Embedded = 0.172 af x 40.0% Voids
#2	21.00'	0.051 af	**44.6"W x 30.0"H x 7.12'L StormTech SC-740** x 48 Inside #1
		0.119 af	Total Available Storage

Device	Routing	Invert	Outlet Devices
#1	Primary	18.42'	**4.0" Vert. Orifice/Grate** C= 0.600
#2	Device 1	19.00'	**6.0" x 10.0' long Culvert** CPP, projecting, no headwall, Ke= 0.900 Outlet Invert= 18.42' S= 0.0580 '/' Cc= 0.900 n= 0.011
#3	Device 1	20.00'	**6.0" x 10.0' long Culvert** CPP, projecting, no headwall, Ke= 0.900 Outlet Invert= 18.42' S= 0.1580 '/' Cc= 0.900 n= 0.011
#4	Primary	22.00'	**12.0" x 10.0' long Culvert** CPP, projecting, no headwall, Ke= 0.900 Outlet Invert= 20.42' S= 0.1580 '/' Cc= 0.900 n= 0.011

Primary OutFlow Max=1.61 cfs @ 12.32 hrs HW=22.56' TW=19.83' (Dynamic Tailwater)
- **1=Orifice/Grate** (Orifice Controls 0.69 cfs @ 7.95 fps)
  - **2=Culvert** (Passes < 1.23 cfs potential flow)
  - **3=Culvert** (Passes < 1.13 cfs potential flow)
- **4=Culvert** (Inlet Controls 0.91 cfs @ 2.01 fps)

Summary for Pond P2: EX. CB

Inflow Area = 45,242 sf,100.00% Impervious, Inflow Depth > 4.84" for 25-YR STORM event
Inflow = 2.16 cfs @ 12.29 hrs, Volume= 18,252 cf
Outflow = 2.16 cfs @ 12.29 hrs, Volume= 18,252 cf, Atten= 0%, Lag= 0.0 min
Primary = 2.16 cfs @ 12.29 hrs, Volume= 18,252 cf

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 20.07' @ 12.17 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	18.32'	**12.0" x 11.0' long Culvert** CPP, square edge headwall, Ke= 0.500 Outlet Invert= 18.05' S= 0.0245 '/' Cc= 0.900 n= 0.011

Primary OutFlow Max=2.18 cfs @ 12.29 hrs HW=19.85' TW=19.52' (Dynamic Tailwater)
└**1=Culvert** (Inlet Controls 2.18 cfs @ 2.78 fps)

Summary for Pond P3: EX. DMH

Inflow Area = 54,073 sf,100.00% Impervious, Inflow Depth > 4.85" for 25-YR STORM event
Inflow = 3.07 cfs @ 12.09 hrs, Volume= 21,839 cf
Outflow = 3.07 cfs @ 12.09 hrs, Volume= 21,839 cf, Atten= 0%, Lag= 0.0 min
Primary = 3.07 cfs @ 12.09 hrs, Volume= 21,839 cf

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 19.83' @ 12.12 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	18.00'	**12.0" x 53.0' long Culvert** CPP, square edge headwall, Ke= 0.500 Outlet Invert= 17.94' S= 0.0011 '/' Cc= 0.900 n= 0.011

Primary OutFlow Max=2.75 cfs @ 12.09 hrs HW=19.75' TW=19.23' (Dynamic Tailwater)
└**1=Culvert** (Inlet Controls 2.75 cfs @ 3.50 fps)

Summary for Pond P4: EX. CB

Inflow Area = 55,731 sf, 97.89% Impervious, Inflow Depth > 4.77" for 25-YR STORM event
Inflow = 3.18 cfs @ 12.09 hrs, Volume= 22,170 cf
Outflow = 3.18 cfs @ 12.09 hrs, Volume= 22,170 cf, Atten= 0%, Lag= 0.0 min
Primary = 3.18 cfs @ 12.09 hrs, Volume= 22,170 cf

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Peak Elev= 19.25' @ 12.09 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	18.04'	**12.0" x 83.0' long Culvert** CPP, square edge headwall, Ke= 0.500 Outlet Invert= 16.80' S= 0.0149 '/' Cc= 0.900 n= 0.011

Primary OutFlow Max=3.13 cfs @ 12.09 hrs HW=19.23' TW=0.00' (Dynamic Tailwater)
└**1=Culvert** (Inlet Controls 3.13 cfs @ 3.99 fps)

Summary for Pond POI: Hancock St.

Inflow Area = 55,913 sf, 97.89% Impervious, Inflow Depth > 4.77" for 25-YR STORM event
Inflow = 3.20 cfs @ 12.09 hrs, Volume= 22,244 cf
Primary = 3.20 cfs @ 12.09 hrs, Volume= 22,244 cf, Atten= 0%, Lag= 0.0 min

Routing by Dyn-Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

APPENDIX D

INSPECTION & MAINTENANCE MANUAL FOR STORMWATER MANAGEMENT AND RELATED STORMWATER FACILITIES

INSPECTION AND MAINTENANCE FOR
16 MIDDLE STREET MULTI-USE COMPLEX

PREPARED FOR:

BATEMAN PARTNERS, LLC
P.O. BOX 3572
PORTLAND, MAINE 04104

PREPARED BY:

FAY, SPOFFORD & THORNDIKE
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, MAINE 04106
(207) 775-1121

JULY 2014

A. INTRODUCTION

The 16 Middle Street multi-use complex features a Fabco cartridge filter unit, Model 10080-2, located within the building. The stormwater management system must be regularly inspected and maintained to ensure that each component is performing as intended throughout its life.

B. FABCO MODEL 10080-2 STORMBASIN CARTRIDGE FILTER UNIT

Preface: The roof drain filter unit is intended to provide water quality treatment for runoff from the proposed roof surface prior to discharge into the municipal drainage system in Hancock Street Extension. Primary contaminants from the roof include bird waste, metals, dust, and related pollutants.

Inspection: The roof filter unit must be inspected to ensure proper function during rain events. Primary inspection goals include removal of debris, leaves, or related solids preventing filtering and water pass thru or blocking the internal overflow.

Maintenance: If the filter is not draining within 24 hours, the filter media shall be replaced in accordance with the manufacturer's instructions. Debris must be removed from the filter unit. With all debris removed from the StormBasin the filter cartridge(s) will be exposed at the bottom. To remove the cartridge(s) reach down into the basin and firmly grasp the plastic outer rim of the cartridge body just below the foam, twist the cartridge body counter-clock-wise about ¼ turn until it stops, and lift the cartridge straight up to remove. Insert the new StormBasin cartridge down through the hole in the base of the unit. The colored ring on the cartridge should be facing upwards. Push the cartridge all the way through the hole until it rests on the bottom. Slowly turn the cartridge in a clock-wise direction until the tabs align with the slots and the cartridge body drops about ¼' further down. Once the tabs fall through the slots, continue turning firmly in a clock-wise direction until the tabs contact the STOPS. The cartridge is now installed.

Frequency: During the first year, the unit should be inspected quarterly and following all major storm events. Thereafter, the unit should be inspected at least every 6 months. Debris and sediment buildup should be removed as needed in accordance with manufacturer's recommendations. The filter cartridges shall be replaced on an annual basis. Cartridges can be sourced from Fabco Industries, Inc., phone 631-393-6024, 66 Central Avenue Farmingdale, NY 11735.

C. RECORD KEEPING

Records of all inspections and maintenance work accomplished must be kept and maintained to document filter operation and related site maintenance. These records should be filed and retained for a minimum 5-year time span. The filing system should be capable of ready retrieval of data for periodic reviews by City staff associated with the City's stormwater program. Copies of such records should also be filed with the City's

Stormwater Program Coordinator. A Typical inspection and maintenance record form is attached hereto as Attachment A.

D. CONTRACT SERVICES

In some instances or at specific times, the owner may not have the ability to conduct the required inspection and/or maintenance programs as outlined in this document. In such case, the work should be accomplished on a contractual basis with a firm or organization that has the staff and equipment to accomplish the required work.

The service contract for inspection and maintenance should be formal, well-written legal document which clearly defines the services to be provided, the contractual conditions that will apply, and detailed payment schedules. Liability insurance should be required in all contracts.

ATTACHMENT A

Sample Inspection Logs

16 MIDDLE STREET MIXED-USE COMPLEX
EIGHT MIDDLE LAND COMPANY, LLC
PORTLAND, ME

ROOF DRAIN FILTER **ANNUAL INSPECTION & MAINTENANCE LOG**			
FACILITY:		**YEAR:**	
LOCATION: 16 Middle Street		**CONTRACTOR:**	
FUNCTION:		**INSPECTOR:**	
DATE OF INSPECTION:			
ITEM IDENTIFICATION	**DESCRIPTION OF CONDITIONS**	**MAINTENANCE ACCOMPLISHED**	**DATE OF MAINTENANCE**
GENERAL COMMENTS:			

ATTACHMENT B

Summary Checklist
Inspection and Maintenance

Stormwater Management System Maintenance Program Summary Checklist						
Item	**Commentary**	**Frequency**				
		Monthly	**Quarterly**	**Semi-Annual**	**Annual**	**Long Term**
Roof Drain Filters	Inspect systems to verify adequate functioning and capacity. Dispose of filters that have reached useful life in accordance with manufacturer's recommendations. Replace filters as required.		X			
Litter	Litter should be removed daily.					

6. UTILITIES

The following information is made in accordance with the City of Portland Code of Ordinances Chapter 14 Land Use, Section 14-527(g)(7).

6.1 OVERVIEW

The proposed project will involve installation of new utility services to the building. All new utility services will be provided from the franchise utilities available within India Street. The proposed locations of the new utility services are shown on the Utility Plan (Sheet C-5.0 of the plan set).

6.2 WATER SUPPLY

The proposed project will receive its water supply from the Portland Water District's public water supply system. Separate 4" fire and 2" domestic services will be installed to the building from the Portland Water District's existing 8" main in India Street. The District has provided a letter confirming their ability to provide water supply to the proposed development.

6.1.1 Total Project Water Usage

The total average daily water demand for the proposed project was estimated using commonly accepted flow per unit rates. These values are as follows:

Retail Use – 40 Employees at 15 gpd/employee =	600 gpd
Office Use	540 gpd
120 Employees at 15 gpd/employee =	1,800 gpd
Total	2,940 gpd

6.3 WASTEWATER DISPOSAL

The proposed project will be connected to the Portland Water District's and City of Portland's wastewater collection and conveyance systems. The City of Portland Wastewater Capacity Application has been completed and forwarded to Mr. Frank Brancely.

The overall project is anticipated to generate an average daily flow of approximately 2,940 gpd. Based on the existing sewer systems in the area, there appears to be adequate capacity to handle these projected flow amounts.

6.4 NATURAL GAS SUPPLY

FST has contacted Unitil regarding their ability to provide service to the project site. Gas service will be installed on the west side of the building from Unitil's existing gas main infrastructure in Middle Street. Coordination with Unitil regarding the potential of upgrading the gas line in Middle Street is ongoing.

6.5 ELECTRICITY SUPPLY

FST has contacted Central Maine Power (CMP) regarding their ability to provide service to the development site. CMP currently maintains overhead and underground utilities in the area. The proposed building is expected to be served by a new underground feed from Middle Street.

6.6 ATTACHMENTS

Attachment H – Correspondence with Utilities

ATTACHMENT H

Correspondence with Utilities

March 11, 2014

Mr. Rico Spugnardi, Means Coordinator
Portland Water District
225 Douglass Street
P.O. Box 3553
Portland, Maine 04104-3553

Subject: Proposed Mixed-Use Development
8 Middle Street
Water Supply and Ability to Serve

Dear Rico:

Our office is working as a consultant to Archetype, P.A. and Bateman Partners LLC in the site planning and permitting associated with a proposed mixed-use building to be constructed at 8 Middle Street (southerly corner of Middle Street and Hancock Street Extension intersection). The project site is located on Map 20-F-2 according to the City of Portland Tax Assessor's Maps. On behalf of the developer, we are requesting a letter affirming that the proposed project can be served by the municipal wastewater treatment system.

The project will consist of a five story building. The ground floor (containing 7,120 s.f.) will be retail space with an estimated maximum employee count of 40. The second, third, fourth and fifth floors (each containing 10,775 s.f.) will be office space with an estimated maximum employee count of 120.

The projected water use using the Maine State Plumbing Code and typical City of Portland flows information is as follows:

Use	Design Flow
Retail Use 40 employees at 15 gpd/employee	600 GPD
Office Use 120 employees at 15 gpd/employee	540 GPD 1,800 GPD
Total Water Usage Required:	**2,940 GPD**

Based on this modest amount of flow, we trust that the existing water supply system has adequate capacity to serve this project. We are in the process of completing the Site Plan Application for a submission to the City Planning Staff and we are seeking to provide documentation indicating the District's ability to provide water supply service to this project.

778 Main Street, Suite 8
South Portland, ME 04106
T: 800.835.8666
F: 207.879.0896
www.fstinc.com

FAY, SPOFFORD & THORNDIKE
Offices in: Massachusetts, New Hampshire, Maine, Connecticut and New York

The proposed building will have a fire protection sprinkler system; however, at this time, the size and flow requirements of the sprinkler system have not yet been determined. As the building and site design effort progresses, our office will meet with you to provide detailed information for the new water services and connections proposed for this project.

If you have any questions concerning this request, please contact me.

Sincerely,

FAY, SPOFFORD & THORNDIKE



Joseph A. Laverriere, P.E.
Sr. Principal Engineer

JAL/cmd

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Portland Water District
FROM SEBAGO LAKE TO CASCO BAY

March 19, 2014

Fay, Spofford & Thorndike
778 Main Street, Suite 8
South Portland, ME 04106

Attn: Joseph A. Laverriere, P.E.
Re: Proposed Mixed-Use Development; 8 Middle Street, Portland
Ability to Serve with PWD Water

Dear Mr. Laverriere:

The Portland Water District has received your request for an Ability to Serve determination for the noted site submitted on March 11, 2014. Based on the information provided, we can confirm that the District will be able to serve the proposed project as further described in this letter.

Please note that this letter does not constitute approval of this project from the District. Please review this letter for any special conditions specified by the District and to determine the appropriate next steps to take to move your project through the submittal and approval process.

Existing Site Service

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

Water System Characteristics

According to District records, there is an 8-inch diameter ductile iron water main on the west side of India Street and a public fire hydrant located across the street from the site.

The current data from the nearest hydrant with flow test information is as follows:

Hydrant Location:	Hancock Street at Newbury Street
Hydrant Number:	POD-HYD11858
Last Tested:	10/26/2012
Static Pressure:	97 psi
Residual Pressure:	Not Measured
Flow:	1,481 GPM

Public Fire Protection

It is not anticipated that this project will include the installation of new public hydrants to be accepted into the District water system. The decision to require new hydrants and to determine their locations is solely that of the local fire department. It is your responsibility to contact the Portland Fire Department to ensure that this project is adequately served by existing and/or proposed hydrants.

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

Domestic Water Needs

The ability to serve request indicated that the projected water use will be 2,940 gallons per day. The data noted above indicates there should be adequate pressure and volume of water to serve the domestic water needs of the proposed mixed-use building. Based on the high water pressure in this area, we recommend that you consider the installation of pressure reducing devices that comply with state plumbing codes.

Private Fire Protection Water Needs

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

Conditions of Service

The District can confirm that the existing water system has the capacity to serve the proposed mixed-use building. New water service(s) may be installed from the water main in Middle Street. Please note that only one meter and one bill will be associated to each domestic service line. This one master meter must be located in a common space that all tenants could gain access to if necessary.

As design plans become available please send a copy to MEANS for review and we will work with you to ensure that the design meets our current standards. If the District can be of further assistance in this matter, please let us know.

Sincerely,
Portland Water District

Glissen Havu, E.I.
Design Engineer

March 11, 2014

Mr. Frank Brancely
City of Portland
Department of Public Services
55 Portland Street
Portland, Maine 04101-2991

Subject: Proposed Mixed-Use Development
8 Middle Street
Wastewater Capacity Application

Dear Mr. Brancely:

Our office is working as a consultant to Archetype, P.A. and Bateman Partners LLC in the site planning and permitting associated with a proposed mixed-use building to be constructed at 8 Middle Street (southerly corner of Middle Street and Hancock Street Extension intersection). The project site is located on Map 20-F-2 according to the City of Portland Tax Assessor's Maps. On behalf of the developer, we are requesting a letter affirming that the proposed project can be served by the municipal wastewater treatment system.

The project will consist of a five story building. The ground floor (containing 7,120 s.f.) will be retail space with an estimated maximum employee count of 40. The second, third, fourth and fifth floors (each containing 10,775 s.f.) will be office space with an estimated maximum employee count of 120.

The projected water use using the Maine State Plumbing Code and typical City of Portland flows information is as follows:

Use	Design Flow
Retail Use 40 employees at 15 gpd/employee	600 GPD
Office Use 120 employees at 15 gpd/employee	540 GPD 1,800 GPD
Total Water Usage Required	**2,940 GPD**

Based on this modest amount of flow, we trust that the existing wastewater collection and treatment system has adequate capacity to serve this project. We are in the process of completing the Site Plan Application for a submission to the City Planning Staff and would appreciate your response to the Planning Department.

778 Main Street, Suite 8
South Portland, ME 04106
T: 800.835.8666
F: 207.879.0896
www.fstinc.com

FAY, SPOFFORD & THORNDIKE
Offices in: Massachusetts, New Hampshire, Maine, Connecticut and New York

If you have any questions concerning this request, please contact me.

Sincerely,

FAY, SPOFFORD & THORNDIKE



Joseph A. Laverriere, P.E.
Senior Principal Engineer

JAL/cmd

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CITY OF PORTLAND WASTEWATER CAPACITY APPLICATION

Department of Public Services,
55 Portland Street,
Portland, Maine 04101-2991

Date: 3-11-14

Mr. Frank J. Brancely,
Senior Engineering Technician,
Phone #: (207) 874-8832,
Fax #: (207) 874-8852,
E-mail:fjb@portlandmaine.gov

1. Please, Submit Utility, Site, and Locus Plans.

Site Address: 16 Middle Street

Chart Block Lot Number: 20-F-2

Proposed Use: Mixed (Retail and Office)

Previous Use: N/A

Existing Sanitary Flows: N/A GPD

Existing Process Flows: N/A GPD

Description and location of City sewer that is to receive the proposed building sewer lateral.

Existing 8" gravity sewer stub within Hancock Street Ext.

Site Category		
	Commercial *(see part 4 below)*	
	Industrial *(complete part 5 below)*	
	Governmental	
	Residential	
	Other *(specify)* Retail & Office	X

(Clearly, indicate the proposed connections, on the submitted plans)

2. Please, Submit Contact Information.

City Planner's Name: Bill Needelman Phone: 207-874-8722

Owner/Developer Name: Bateman Partners, LLC, Attn: Nathan Bateman

Owner/Developer Address: P.O. Box 3572, Portland, ME 04104

Phone: 207-772-2992 Fax: 207-772-1881 E-mail: nathan@batemanpartnersllc.com

Engineering Consultant Name: Fay, Spofford & Thorndike, Attn: Joe Laverriere, P.E.

Engineering Consultant Address: 778 Main Street, Suite 8, South Portland, ME 04106

Phone: 207-775-1121 Fax: 207-879-0896 E-mail: jlaverriere@fstinc.com

(Note: Consultants and Developers should allow +/- 15 days, for capacity status, prior to Planning Board Review)

3. Please, Submit Domestic Wastewater Design Flow Calculations.

Estimated Domestic Wastewater Flow Generated: 2,940 GPD

Peaking Factor/ Peak Times: x6

Specify the source of design guidelines: *(i.e.* X *"Handbook of Subsurface Wastewater Disposal in Maine,"* __ *"Plumbers and Pipe Fitters Calculation Manual,"* __ *Portland Water District Records,* _ *Other (specify)*

(Note: Please submit calculations showing the derivation of your design flows, either on the following page, in the space provided, or attached, as a separate sheet)

4. Please, Submit External Grease Interceptor Calculations.

Total Drainage Fixture Unit (DFU) Values:	N/A
Size of External Grease Interceptor:	750
Retention Time:	1 hour
Peaking Factor/ Peak Times:	6

(Note: In determining your restaurant process water flows, and the size of your external grease interceptor, please use The Uniform Plumbing Code. Note: In determining the retention time, sixty (60) minutes is the minimum retention time. Note: Please submit detailed calculations showing the derivation of your restaurant process water design flows, and please submit detailed calculations showing the derivation of the size of your external grease interceptor, either in the space provided below, or attached, as a separate sheet)

5. Please, Submit Industrial Process Wastewater Flow Calculations

Estimated Industrial Process Wastewater Flows Generated:	N/A		GPD	
Do you currently hold Federal or State discharge permits?		Yes	No	
Is the process wastewater termed categorical under CFR 40?		Yes	No	
OSHA Standard Industrial Code (SIC):	*http://www.osha.gov/oshstats/sicser.html*			
Peaking Factor/Peak Process Times:				

(Note: On the submitted plans, please show where the building's domestic sanitary sewer laterals, as well as the building's industrial-commercial process wastewater sewer laterals exits the facility. Also, show where these building sewer laterals enter the city's sewer. Finally, show the location of the wet wells, control manholes, or other access points; and, the locations of filters, strainers, or grease traps)

(Note: Please submit detailed calculations showing the derivation of your design flows, either in the space provided below, or attached, as a separate sheet)

Notes, Comments or Calculation

7. SOLID WASTE

The following information is made in accordance with the City of Portland Code of Ordinances Chapter 14 Land Use, Section 14-527(g)(8).

7.1 OVERVIEW

This section of the application provides the estimates of solid waste generation, considers the reductions of the waste through the use of recycling, provides information on waste projections during construction of the development, and outlines the planned procedures for the transport and disposal of solid wastes that will be generated by the operation of the proposed development.

The following volumes of solid waste associated with the construction and operation of the development have been estimated:

- 59 cubic yards of construction debris related to the new building construction activities (excluding volume of recycled materials).
- 4,720 pounds per week of solid waste will be generated by the operations of the development[1]. Assuming that 50% of the waste is recycled, it is estimated that the project will generate 61 tons of recyclable waste and 61 tons of non-recyclable waste per year.

7.2 SOLID WASTE GENERATED DURING THE CONSTRUCTION OF THE PROPOSED BUILDING

The contract provisions and the wastes generation estimates for the proposed buildings will be as follows:

- The construction contract will provide a goal for recycling of solid waste of 80%.
- The construction contract will require a plan for recycling and the location of recycling facilities to be identified prior to any solid wastes removal from the site.
- Construction Debris and Waste – 59 c.y. after recycling.

Unless otherwise directed by the City, the waste stream will be transported and disposed of at the following locations:

Hazardous Materials:	WMI Crossroads Facility in Norridgewock, Maine
Mixed Construction Material:	Riverside Recycling Facility in Portland, Maine; WMI Crossroads Facility in Norridgewock, Maine or Juniper Ridge in Old Town, Maine (Contractor option)
Separated Wood Construction Debris:	KTI Biofuels in Lewiston, Maine

[1] Based on Table 14-1 of the CEQR Technical Manual, January 2012 Edition; Source: New York City Department of Sanitation.

Separated Metal/Ferrous Material:	One Steel Recycling Inc. in Arundel or Oakland, Maine

The collection, transfer, disposal, and payment of all fees for solid wastes shall be the responsibility of the Contractor, with all waste transferred by a licensed non-hazardous waste transporter.

7.3 SOLID WASTE GENERATED FROM THE OPERATION OF THE DEVELOPMENT

The waste from the retail and commercial office uses will be picked up through a contract with a licensed solid waste transporter.

7.4 FLUORESCENT LIGHTS AND FIXTURES

The developer may use fluorescent light bulbs that do not have PCB ballasts. The electrical switches for the project will be specified to not contain mercury. Fluorescent bulbs and other universal wastes will be taken to Riverside Recycling Facility in Portland.

7.5 HAZARDOUS AND SPECIAL WASTES

The developer anticipates use of cleaners, solvents, etc. will be within normal household thresholds thus requiring no special measures for storage or use.

7.6 GRIT/SEDIMENT REMOVAL

Disposal of Catch Basin Grit Deposits:

> Material removed from catch basins from operations and maintenance of storm water systems shall be segregated from other site cleanup material and disposed of at a Construction, Demolition and Debris (CDD) landfill (provided the volume is less than 50 cubic yards.

Disposal of Accumulated Deposits in Underground Storm Water Storage Facilities:

> Material removed from an underground storm water storage facility which contains more than 15% fines shall be tested for Total Petroleum Hydrocarbons (TPH's). If the volume is more than 50 cubic yards or the TPH's exceed 500, the material shall be disposed of at a secure landfill. Otherwise the receiving site shall have a license from MeDEP (Chapter 401, section 7) to receive the storm water sediments.

7.7 ATTACHMENTS

Attachment I – Computations of Types and Volumes of Solid Wastes for Construction Project

ATTACHMENT I

Computations of Types of Volumes of Solid Wastes for Construction Project

SOLID WASTES COMPUTATIONS AND DISPOSAL

A. NEW BUILDING CONSTRUCTION:

Basis of Estimate: 10 c.y./1,500 s.f. of finished space

Area: Approximately 44,500± square feet

Solid Waste: Approximately 297 c.y.

Other Wastes Associated with Other Site Construction: Cardboard from packaging etc.: Quantity should be limited. Construction documents will require a recycling program. All other to be placed in a separate dumpster on the site paid for and designated for Contractor.

Set a goal in the construction documents to require segregation of cardboard and paper with a goal of 80%; segregation of metals with a goal of 85%.

Total: 297 c.y. before recycling

Net: 59 c.y. if 80% of the material is recycled

Require Contractor to: Provide multiple 30 c.y. dumpsters. Haul to facilities identified in Section 7.2 with shipping manifest. The Contractor should identify recycling methods and sites prior to construction.

Disposition:

Assume 10 percent is concrete which can be sent to the approved aggregate recycling facilities operated by Shaw Bros. or R.J. Grondin and Sons for processing into recycled aggregate.

Of the remaining 90 percent, assume 70 percent is wood or metal which can be transported to KTI Biofuels in Lewiston (for wood) or One Steel Recycling in Oakland, Maine for metals.

This will leave about 80 cubic yards of mixed construction debris that should be hauled to the Riverside Recycling Facility in Portland, WMI Crossroads facility in Norridgewock, Maine or the Juniper Ridge Facility in Old Town, Maine.

Require Contractor to: Provide dumpsters designated by material type. The contractor should identify recycling methods and sites prior to construction.

All haulers must have a current non-hazardous waste haul license. The Contractor shall provide the names of the haulers 10 days prior to removal of any demolition debris or construction debris from the site.

B. OPERATIONAL SOLID WASTE:

COMMERCIAL USE:

Basis of Estimate: 13 pounds/wk per office employee
From Table 14-1 of the CEQR Technical Manual from January 2014 Edition; Source: New York City Department of Sanitation.

Number of Employees: Approximately 120 employees

Solid Waste: Approximately 1,560 pounds/week

RETAIL USE:

Basis of Estimate: 79 pounds/wk per office employee
From Table 14-1 of the CEQR Technical Manual from January 2014 Edition; Source: New York City Department of Sanitation.

Number of Employees: Approximately 40 employees

Solid Waste: Approximately 3,160 pounds/week

8. FIRE SAFETY

8.1 OVERVIEW

FST has completed the Fire Department checklist and performed ongoing coordination with Fire Department representatives and City Planning officials. The accompanying memorandum outlines our findings with respect to compliance with the City's Public Safety standards as set forth in the City's Technical Manual Section 3 – Public Safety Standards.

Generally, the site access conditions will include two sided building access from Middle Street and Hancock Street Ext. A Fire hydrant is located directly across Middle Street from the project site, and the proposed building will be fully sprinkled and code compliant to current standards.

Additional fire safety review and building related fire code evaluation and compliance evidence will be provided as part of the building permit process.

8.2 ATTACHMENTS

Attachment J – Portland Fire Department Site Review Checklist & NFPA 1 Review

ATTACHMENT J

Portland Fire Department Site Review Checklist & NFPA 1 Review

May 5, 2014

Captain Chris Pirone
City of Portland Fire Department
380 Congress Street
Portland, ME 04101

Subject: 16 Middle Street
Fire Department Site Review Checklist

Dear Captain Pirone:

In accordance with instructions in the City's Site Plan Review packet, please find enclosed the drawing necessary for your review of the proposed 16 Middle Street project in Portland. As part of the building design, the architect has retained a third party Fire Protection Engineer to review NFPA 101. We have listed each item in your checklist below, followed by our response.

1. *Name, address, telephone number of applicant.*

Bateman Partners LLC
Attn: Nathan Bateman
P.O. Box 3572
Portland, ME 04104
207-772-2992

2. *Name, address, telephone number of architect.*

Project Architect: Archetype PA
48 Union Wharf
Portland, ME 04101
Attn: David Lloyd
207-772-6022

3. *Proposed uses of any structures (NFPA and IBC classification).*

Refer to the attached Code Analysis for the building as provided by Archetype PA.

4. *Square footage of all structures (total and per story).*

Building Footprint Area = 7,250 SF
Five Story Building
Total Floor Area = 49,875 SF

778 Main Street, Suite 8
South Portland, ME 04106
T: 800.835.8666
F: 207.879.0896
www.fstinc.com

FAY, SPOFFORD & THORNDIKE
Offices in: Massachusetts, New Hampshire, Maine, Connecticut and New York

5. Elevation of all structures.

The building height is 65'-0". Architectural building elevations accompany this letter and they show the various locations of door openings, etc. around the building perimeter.

6. Proposed fire protection of all structures.

The building will have a sprinkler system with additional protection per code. Fire flows and requirements for system storage or booster pumping are subject to the fire system design which will be performed prior to the request for a building permit.

7. Hydrant locations.

A fire hydrant is currently located on Middle Street opposite the project site (< 75' from building).

8. Water main(s) size and location.

The site will be served by a 4" sprinkler service to be extended into the building off an existing 8" water along Middle Street. A 2" domestic service will also be extended to the building. The building is expected to have internal sprinkler risers and a Siamese fire pump connection on the Middle Street side of the building.

9. Access to all structures (min. 2 sides).

The accompanying site plan depicts the site access conditions along Middle Street and Hancock Street extension.

10. A code summary shall be included referencing NFPA 1 and all fire department technical standards.

NFPA 1 – Chapter 18 Fire Department Access and Water Supply

18.2 Fire Department Access:

The project site is located in a densely developed area and is fronted by a public street. The following street widths are currently available:

Street	Width
Middle Street	28 FT
Hancock Street Ext	30 FT

Per NFPA 1 – Chapter 18.2.3.3.1, there will be public street access within 50 ft. of at least one exterior door. Per NFPA 1 – Chapter 18.2.3.2.2.1, all first story floors shall be located not more than 450 ft. from a Fire Department access road.

City of Portland Technical Manual – Section 3 Public Safety

3.4.1 Every dead-end roadway more than one hundred fifty (150') feet in length shall provide a turnaround at the closed end. Turnarounds shall be designed to facilitate future street connectivity and shall always be designed to the right (refer to Figure I-5).

Supporting Evidence: Not applicable

3.4.2 Where possible, developments shall provide access for Fire Department vehicles to at least two sides of all structures. Access may be from streets, access roads, emergency access lanes, or parking areas.

Supporting Evidence: As depicted on the site plan, the proposed building layout provides for minimum two sided access to the structure.

3.4.3 Building setbacks, where required by zoning, shall be adequate to allow for emergency vehicle access and related emergency response activities and shall be evaluated based on the following factors:

- *Building Height.*
- *Building Occupancy.*
- *Construction Type.*
- *Impediments to the Structures.*
- *Safety Features Provided.*

Supporting Evidence: The proposed development layout has contemplated emergency access conditions and provides for safe and efficient access along the public street for emergency vehicles.

3.4.4. Fire Dept. access roads shall extend to within 50' of an exterior door providing access to the interior of the structure.

Supporting Evidence: The building will be provided with an exterior doors that will be within 50' of a Fire Department access route, namely Middle Street and Hancock Street Extension.

3.4.5. Site access shall provide a minimum of nine (9) feet clearance height to accommodate ambulance access.

Supporting Evidence: A minimum of 9 ft. vertical clearance will be provided below any overhead signage or utilities entering the site.

3.4.6. Elevators shall be sized to accommodate an 80 x 24 inch stretcher.

Supporting Evidence: The elevators will be supplied to meet this requirement.

3.4.7. All structures are required to display the assigned street number. Numbers shall be clearly visible from the public right of way.

Supporting Evidence: The applicant will work with the City's Public Services Division to assign street addresses and numbering to meet City Standards.

If you need any further information, please contact our office.

Sincerely,

FAY, SPOFFORD & THORNDIKE

Joseph A. Laverriere, P.E.
Senior Principal Engineer

JAL/smk

Attachments: Sheet C-3.0 Site Plan
Building Elevations and Floor Plans
Code Analysis

c: Nathan Bateman – Bateman Partners, LLC

R:\SP-M150 India & Middle Sts\Admin\Permitting\Preliminary Site Plan Applicatin\Middle Street\SP-M150 2014.05.05 Pirone-Fire Dept Review-Middle.doc

9. CONFORMITY WITH APPLICABLE DESIGN STANDARDS

The following statement is made in accordance with the City of Portland Code of Ordinances, Chapter 14 Land Use, Article V Section 14-526.

9.1 OVERVIEW

This project conforms with all the applicable design standards of Section 14-526 as demonstrated in the following narrative.

(a) Transportation Standards

1. Impact on Surrounding Street Systems:

   The development will fit in with the existing street system and does not require vehicular access points to the adjacent roadway system. Based upon the level of development, it is not anticipated that the development will create any significant impacts on the surrounding street system.

2. Access and Circulation:

   a. Site Access and Circulation.

      (i) Pedestrian access is provided via the sidewalks along Middle Street and Hancock Street Extension. Door controlled access will be provided at each of the building entry locations. The applicant has secured adequate off-street parking within the Ocean Gateway Garage via a leased parking agreement. In addition, there is existing on-street public parking within the vicinity of the project along Middle Street and Hancock Street Extension.

      (ii) There are no new vehicular access and egress points being constructed as part of this project.

      (iii) The site does not feature drive up services as mentioned in this requirement.

      (iv) Site access has been designed so as not to impede potential future connection to adjacent streets.

   b. Loading and Servicing.

      (i) Not required. There will be adequate area along adjacent streets for infrequent periods of tenants moving in/out of the building.

   c. Sidewalks.

      (i) The sidewalks along the project site frontage along Middle Street and Hancock Street Extension will be expanded and reconstructed with brick. All sidewalk improvements shall conform to the City of Portland Technical Manual as shown on the project design drawings.

(ii) The sidewalk ramps at the intersection of Middle Street and Hancock Street Extension will be reconstructed in conformance with the City of Portland Technical Manual as shown on the project design drawings.

(iii) The internal sidewalk connection from Middle Street to the building main entrance will be constructed with brick. The extension of this sidewalk to the Ocean Gateway Garage and secondary egress door will be a bituminous sidewalk, similar to the existing conditions.

3. Public Transit Access:

   a. The development will be served by the existing #8 Metro service route that has bus stops along India Street, which is within ¼ mile of the project site. Transit service does not currently traverse Middle Street or Hancock Street Extension.

   b. A new transit stop is not proposed as part of the project.

   c. A new transit stop is not proposed based on the close proximity of nearby transit stops.

4. Parking:

   a. Location and Required Number of Vehicle Parking Spaces:

      (i) The applicant is providing off-street parking via a lease parking agreement within the Ocean Gateway Garage. The provided parking exceeds the parking requirements as stipulated in the City's Ordinance for each of the uses contained in the new building.

      (ii) Bill Bray, P.E. of Traffic Solutions is preparing a TDM strategy that will be submitted as part of the Traffic Movement Permit Application.

      (iii) No new parking is being created as part of this project.

      (iv) No new parking is being created as part of this project.

      (v) No new parking is being created as part of this project.

   b. Location and Required Number of Bicycle Parking Spaces:

      (i) As shown on the site plan, storage for 22 bikes is being provided.

   c. Motorcycles and Scooter Parking:

      (i) The project does not provide designated motorcycle/scooter parking.

   d. Snow Storage:

      (i) Due to the proposed site development, in which the majority of the site will be covered by a building with a flat roof, very little snow removal will be required. The bituminous sidewalk between the proposed building and the Ocean Gateway garage will require snow to be removed from the site.

(ii) Not applicable.

5. Transportation Demand Management (TDM):

   a. A TDM plan is being prepared for the project by Bill Bray, P.E. of Traffic Solutions and will be submitted with the Traffic Movement Permit Application under separate cover.

(b) Environmental Quality Standards

1. Preservation of Significant Natural Features:

   a. The existing site contains no prominent significant natural features therefore no issue related to the preservation of these features applies.

   b. Not applicable.

   c. The applicant will not require a waiver from this standard.

2. Landscaping and Landscaping Preservation:

   a. Landscape Preservation.

      (i) There are several small trees within the site that will be removed as part of the building construction work. There are several existing street trees along Hancock Street Extension that will be preserved and protected during the construction of the new building and associated site work.

      (ii) Not applicable.

      (iii) Adequate measures to protect existing vegetation during construction will be provided.

      (iv) The applicant will not require a waiver from this standard.

      (v) Not applicable.

   b. Site Landscaping.

      (i) Landscaped Buffers:

         (a) There are no visible service or loading areas.

         (b) Not applicable.

         (c) Not applicable.

         (d) Not applicable.

      (ii) Parking Lot Landscaping:

         a) Not applicable.

b) Not applicable.

c) Not applicable.

d) Not applicable.

e) Not applicable.

(iii) Street Trees:

(a) In coordination with City Arborist, Jeff Tarling, the project Landscape Architect, Anthony Muench, RLA, has designed a plan to protect the two existing street trees on Hancock Street Extension. There are no existing street trees on the Middle Street frontage, and existing underground utilities prevent new trees from being added. Several raised planting beds are proposed adjacent to the building exterior along Middle Street to enable landscape planting materials to be provided.

(b) Not applicable.

3. Water Quality, Stormwater Management and Erosion Control:

a. Stormwater:

(i) Runoff from the site will continue to be directed to the City's storm drainage systems in the adjacent streets. The project will not create ponding or flooding on adjacent lots.

(ii) All stormwater runoff is proposed to discharge to the City's storm drainage system. The project will not adversely impact adjacent lots or the City street system.

(iii) All stormwater runoff is proposed to discharge to the City's storm drainage system. The project will not adversely impact adjacent lots or the City street system.

(iv) All stormwater runoff is proposed to discharge to the City's storm drainage system. The project will not adversely impact adjacent lots or the City street system.

b. A site specific Stormwater Management Plan has been developed for the project to show compliance with Section 5 of the Technical Manual, including the basic, general, and flooding standards of MeDEP Chapter 500. More information on stormwater management is provided in Section 5 of this application.

c. The project is not located in a watershed of an urban impaired stream as listed by the MeDEP.

d. Not applicable.

e. The project is serviced by both a public wastewater system and public drainage system. The project will not pose a risk of groundwater contamination.

f. The project will be connected to the public sanitary sewer system which is adequately sized for the project flows.

(c) Public Infrastructure and Community Safety Standards.

1. Consistency with City Master Plans:

   a. The project has been designed to be consistent with the City's Zoning Ordinance and off-site infrastructure.

   b. Not applicable.

2. Public Safety and Fire Prevention:

   a. The site has been designed to promote safe and inviting public and residential access.

   b. No changes to emergency access conditions within the surrounding streets is proposed.

   c. Fire hydrants are located within the adjacent street system. The new building will be fully sprinklered.

3. Availability and Adequate Capacity of Public Utilities:

   a. Public utilities in the vicinity of the site have the capacity to serve the proposed project. More information on utilities is provided in Section 6 of this application.

   b. All on site electrical lines will be underground.

   c. All new utility infrastructures will meet the provisions of the Technical Manual.

   d. The project will be served by connection to the public sewer system within Hancock Street Extension.

   e. The sanitary sewer collection system meets all applicable sections of the Technical Manual. The stormwater management system is designed to meet the standards of Chapter 500.

   f. The proposed building includes provisions for internal storage of trash and recyclables temporarily until a contracted waste management company can pick up and dispose of the solid waste.

(d) Site Design Standards.

1. Massing, Ventilation and Wind Impact:

   a. The bulk, location and height of the existing building does not result in adverse impacts to abutting properties.

b. HVAC venting is proposed to be directed to the building roof and directed away from public spaces.

2. Shadows:

   a. Not applicable.

3. Snow and Ice Loading:

   a. The proposed building will have flat roofs; therefore, accumulated snow and ice will not fall onto adjacent properties or public ways.

4. View Corridors:

   a. The project site is located outside the Downtown Vision View Corridor Protection Plan.

5. Historic Resources:

   a. The development is not located in a historic district, historic landscape district or City designated landmark.

   b. The development is not located adjacent to or within 100 ft. of a designated landmark, historic district, or historic landscape district.

   c. There are no known archaeological resources on the site.

6. Exterior Lighting:

   a. Site Lighting

      (i) Exterior lighting has been designed to meet the requirements of Section 12 of the Technical Manual. Proposed lighting is shown on the Site Electrical Plan. (Sheet E1.01)

   b. Architectural and Specialty Lighting

      (i) No architectural or specialty lighting is proposed.

      (ii) No up-lighting is proposed.

   c. Street Lighting

      (i) Existing street lights on Middle Street and Hancock Street Extension will be protected during construction and will remain in use. No new street lights are proposed.

7. Noise and Vibration:

   The project noise levels will be designed to meet the permitted levels as outlined in the B-5b Zone.

8. Signage and Wayfinding:

    a. All street and wayfinding signage shall meet the requirements of the Manual on Uniform Traffic Devices (MUTCD) and Division 22 of the City Code.

        (i) The project is not located in a historic district or subject to Article IX.

        (ii) Not applicable.

        (iii) All street and wayfinding signage shall meet the requirements of the Manual on Uniform Traffic Devices (MUTCD) and Division 22 of the City Code.

9. Zoning Related Design Standards:

    a. The project is designed to be a high density development within a multiple story building.

10. VERIFICATION OF PROPOSED HVAC EQUIPMENT

10.1 OVERVIEW

The following manufacturer cut sheets verify that all proposed HVAC and manufacturing equipment meets applicable state and federal emissions requirements.

10.2 ATTACHMENTS

Attachment K – HVAC Equipment Cut Sheets

ATTACHMENT K

HVAC Equipment Cut Sheets

Small Sunline

Single Package R-410A Air Conditioner

Project Name: **seaport**

Unit Model #: **ZF036D10P2JAA2**

Quantity: **1**

System: **ZF036D10P2JAA2**

Cooling Performance		
Total capacity	37.5	MBH
Sensible capacity	27.1	MBH
Refrigerant type	R-410A	
Seasonal Efficiency (at ARI)	13.00	SEER
Efficiency (at ARI)	11.00	EER
Ambient DB temp.	95.0	°F
Entering DB temp.	80.0	°F
Entering WB temp.	67.0	°F
Leaving DB temp.	59.1	°F
Leaving WB temp.	57.1	°F
Power input (w/o blower)	2.79	kW
Sound power	81	dB(A)

Gas Heating Performance		
Entering DB temp.	60	°F
Heating output capacity (Max)	92	MBH
Supply air	1200	CFM
Heating input capacity (Max)	115	MBH
Leaving DB temp.	131.0	°F
Air temp. rise	71.0	°F
SSE	80.2	%
Stages	2	

Supply Air Blower Performance		
Supply air	1200	CFM
Ext. static pressure	0.6	IWG
Unit static resistance	0.08	IWG
Blower speed	918	RPM
Max BHP of Motor (including service factor)	1.73	HP
Duct location	Bottom	
Motor rating	1.50	HP
Actual required BHP	0.61	HP
Power input	0.57	kW
Elevation	0	ft.
Drive type	BELT	

Electrical Data		
Power supply	230-3-60	
Unit min circuit ampacity	18.9	Amps
Unit max over-current protection	25	Amps

Dimensions & Weight					
Hgt	33 in.	Len	83 in.	Wth	45 in.
Weight with factory installed options					598 lbs.

Clearances					
Right	24 in.	Front	32 in.	Back	36 in.
Top	72 in.	Bottom	0 in.	Left	36 in.

Note: Please refer to the tech guide for listed maximum static pressures



3 Ton

- York Units are Manufactured at an ISO 9001 Registered Facility and Each Rooftop is Completely Computer-Run Tested Prior to Shipment.

Unit Features

- Unit Cabinet Constructed of Powder Painted Steel, Certified At 1000 Hours Salt Spray Test (ASTM B-117 Standards)
- Through-the-Curb and Through-The-Base Utility Connections
- Either Supply and/or Return can be Field Converted from Vertical to Horizontal Configuration without Cutting Panels.
- Full Perimeter Base Rails with Built in Rigging Capabilities
- Galvanized Steel Drain Pan
- Reciprocating Compressor
- Single Stage Cooling
- Solid Core Liquid Line Filter Driers
- Microchannel Condenser Coil
- 92 MBH Output Aluminized Steel, Two Stage Gas Nominal Heat
- 1.5 HP Standard Static Belt Drive Blower
- Unit Ships with 1" Throwaway Filters with a Standard Filter Rack That Will Accept up to 2" Filters
- Single Point Power Connection
- HACR Circuit Breaker/Disconnect (Sized for 208 Volts)
- Non Powered Convenience Outlet (110 VAC)
- Supply Air Smoke Detector
- Single Enthalpy Economizer and Hood (No Barometric Relief Damper)
- Short Circuit Current: 5kA RMS Symmetrical

Standard Unit Controller: Simplicity Control Board

- An Integrated Low-Ambient Control, Anti-Short Cycle Protection, Lead-Lag, Fan On and Fan off Delays, Low Voltage Protection, On-Board Diagnostic and Fault Code Display.
- Safety Monitoring - Monitors the High and Low-Pressure Switches, the Freezestats, the Gas Valve, if Applicable, and the Temperature Limit Switch on Gas and Electric Heat Units. The Unit Control Board will Alarm on Ignition Failures, Safety Lockouts and Repeated Limit Switch Trips.

Warranty

- One (1) Year Limited Warranty on the Complete Unit
- Five (5) Year Warranty - Compressors and Electric Heater Elements
- Ten (10) Year Warranty - Aluminized Steel Tubular Heat Exchangers

Small Sunline

Single Package R-410A Air Conditioner

Project Name: **seaport**

Unit Model #: **ZF036D10P2JAA2**

Quantity: **1**

System: **ZF036D10P2JAA2**

Factory Installed Options

ZF036D10P2JAA2

Product Category:	**Z**	York Sunline Single Packaged R-410A Air Conditioner
Product Identifier:	**F**	13.0 SEER / 11.0 EER
Nominal Cooling Capacity:	**036**	3 Ton Single Stage Cooling
Heat Type and Nominal Heat Capacity:	**D10**	92 MBH Output Aluminized Steel, Two Stage Gas Heat
Airflow:	**P**	1.5 HP Standard Static Belt Drive Blower 1" Throwaway Filters Single Enthalpy Economizer and Hood (No Barometric Relief Damper)
Voltage:	**2**	208/230-3-60
Installation Options:	**J**	Supply Air Smoke Detector Non Powered Convenience Outlet (110 VAC) HACR Circuit Breaker/Disconnect (Sized for 208 Volts)
Additional Options:	**AA**	Microchannel Condenser Coil Galvanized Steel Drain Pan
Product Generation:	**2**	

Small Sunline

Single Package R-410A Air Conditioner

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Unit Model #: **ZF036D10P2JAA2**

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Entering WB temp.	67.0	°F
Leaving DB temp.	59.1	°F
Leaving WB temp.	57.1	°F
Power input (w/o blower)	2.79	kW
Sound power	81	dB(A)

Gas Heating Performance		
Entering DB temp.	60	°F
Heating output capacity (Max)	92	MBH
Supply air	1200	CFM
Heating input capacity (Max)	115	MBH
Leaving DB temp.	131.0	°F
Air temp. rise	71.0	°F
SSE	80.2	%
Stages	2	

Supply Air Blower Performance		
Supply air	1200	CFM
Ext. static pressure	0.6	IWG
Unit static resistance	0.08	IWG
Blower speed	918	RPM
Max BHP of Motor (including service factor)	1.73	HP
Duct location	Bottom	
Motor rating	1.50	HP
Actual required BHP	0.61	HP
Power input	0.57	kW
Elevation	0	ft.
Drive type	BELT	

Electrical Data		
Power supply	230-3-60	
Unit min circuit ampacity	18.9	Amps
Unit max over-current protection	25	Amps

Dimensions & Weight					
Hgt	33 in.	Len	83 in.	Wth	45 in.
Weight with factory installed options					598 lbs.

Clearances					
Right	24 in.	Front	32 in.	Back	36 in.
Top	72 in.	Bottom	0 in.	Left	36 in.

Note: Please refer to the tech guide for listed maximum static pressures



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- Full Perimeter Base Rails with Built in Rigging Capabilities
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- Solid Core Liquid Line Filter Driers
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- 92 MBH Output Aluminized Steel, Two Stage Gas Nominal Heat
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- Single Enthalpy Economizer and Hood (No Barometric Relief Damper)
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Standard Unit Controller: Simplicity Control Board

- An Integrated Low-Ambient Control, Anti-Short Cycle Protection, Lead-Lag, Fan On and Fan off Delays, Low Voltage Protection, On-Board Diagnostic and Fault Code Display.
- Safety Monitoring - Monitors the High and Low-Pressure Switches, the Freezestats, the Gas Valve, if Applicable, and the Temperature Limit Switch on Gas and Electric Heat Units. The Unit Control Board will Alarm on Ignition Failures, Safety Lockouts and Repeated Limit Switch Trips.

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Small Sunline

Single Package R-410A Air Conditioner

Project Name: **seaport**

Unit Model #: **ZF036D10P2JAA2**

Quantity: **1**

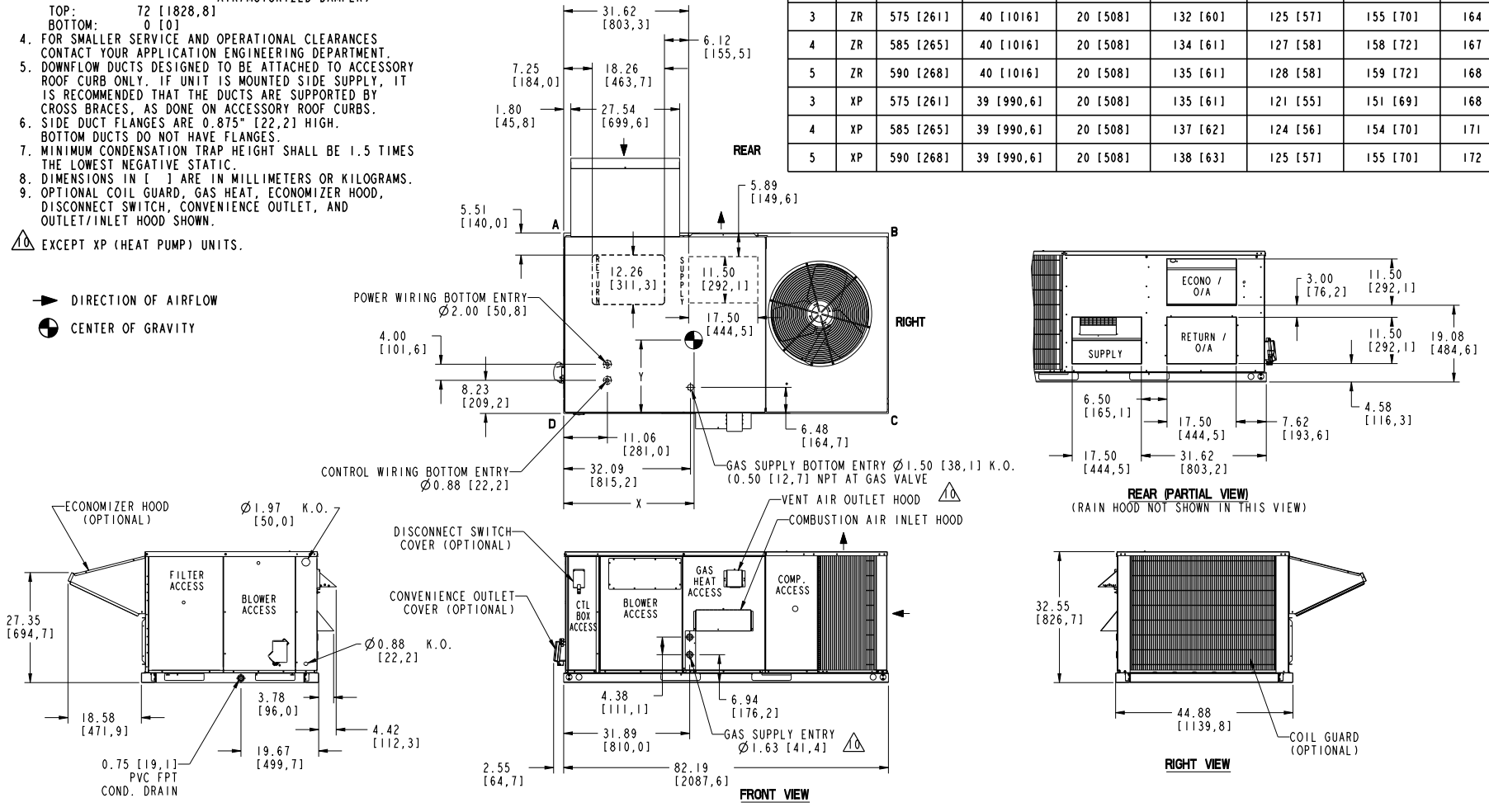
System: **ZF036D10P2JAA2**

Consolidated Drawing

NOTES:
1. FOR OUTDOOR USE ONLY.
2. WEIGHTS SHOWN ARE FOR COOLING ONLY UNITS.
3. MIN. CLEARANCES TO BE:
   - RIGHT SIDE: 24 [609,6]
   - LEFT SIDE: 24 [609,6] (LESS ECONOMIZER)
     36 [914,4] (WITH ECONOMIZER)
   - FRONT: 24 [609,6] (COOLING/ELECTRIC HEAT)
     32 [812,8] (GAS HEAT)
   - REAR: 12 [304,8] (LESS ECONOMIZER)
     36 [914,4] (WITH ECONOMIZER OR FIXED AIR/MOTORIZED DAMPER)
   - TOP: 72 [1828,8]
   - BOTTOM: 0 [0]
4. FOR SMALLER SERVICE AND OPERATIONAL CLEARANCES CONTACT YOUR APPLICATION ENGINEERING DEPARTMENT.
5. DOWNFLOW DUCTS DESIGNED TO BE ATTACHED TO ACCESSORY ROOF CURB ONLY. IF UNIT IS MOUNTED SIDE SUPPLY, IT IS RECOMMENDED THAT THE DUCTS ARE SUPPORTED BY CROSS BRACES, AS DONE ON ACCESSORY ROOF CURBS.
6. SIDE DUCT FLANGES ARE 0.875" [22,2] HIGH. BOTTOM DUCTS DO NOT HAVE FLANGES.
7. MINIMUM CONDENSATION TRAP HEIGHT SHALL BE 1.5 TIMES THE LOWEST NEGATIVE STATIC.
8. DIMENSIONS IN [ ] ARE IN MILLIMETERS OR KILOGRAMS.
9. OPTIONAL COIL GUARD, GAS HEAT, ECONOMIZER HOOD, DISCONNECT SWITCH, CONVENIENCE OUTLET, AND OUTLET/INLET HOOD SHOWN.

10. EXCEPT XP (HEAT PUMP) UNITS.

TONNAGE	UNIT	OPERATING WEIGHT (LBS) (BASE UNIT)	CENTER OF GRAVITY LOCATION (BASE UNIT)		4 POINT CORNER LOADS (LBS) (BASE UNIT)			
			X	Y	A	B	C	D
3	ZF	468 [212]	33 [838,2]	18.25 [463,6]	114 [52]	76 [35]	111 [50]	167 [76]
4	ZF	541 [245]	31.50 [800,1]	18.50 [469,9]	138 [63]	85 [39]	122 [55]	196 [89]
5	ZF	569 [258]	37 [939,8]	15 [381]	105 [48]	86 [39]	170 [77]	208 [94]
6	ZF	640 [290]	37 [939,8]	15 [381]	118 [54]	96 [44]	192 [87]	234 [106]
3	ZR	575 [261]	40 [1016]	20 [508]	132 [60]	125 [57]	155 [70]	164 [74]
4	ZR	585 [265]	40 [1016]	20 [508]	134 [61]	127 [58]	158 [72]	167 [76]
5	ZR	590 [268]	40 [1016]	20 [508]	135 [61]	128 [58]	159 [72]	168 [76]
3	XP	575 [261]	39 [990,6]	20 [508]	135 [61]	121 [55]	151 [69]	168 [76]
4	XP	585 [265]	39 [990,6]	20 [508]	137 [62]	124 [56]	154 [70]	171 [78]
5	XP	590 [268]	39 [990,6]	20 [508]	138 [63]	125 [57]	155 [70]	172 [78]



Information is subject to change without notice. Check local codes.

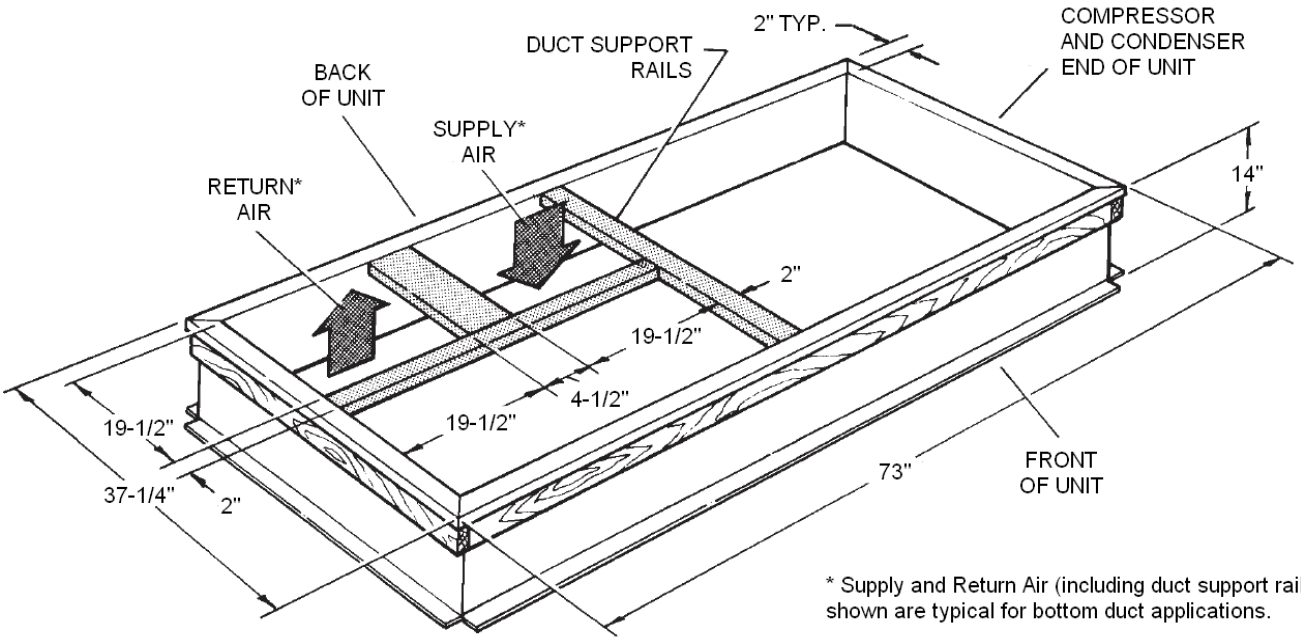
Small Sunline

Single Package R-410A Air Conditioner

Project Name: **seaport** Unit Model #: **ZF036D10P2JAA2**

Quantity: **1** System: **ZF036D10P2JAA2**

1RC0434 Roof Curb



DUCT SIZES:
Supply Air = 19" x 19"
Return Air = 19" x 19"

* Supply and Return Air (including duct support rails) shown are typical for bottom duct applications.

For location of horizontal duct applications (on back of unit), refer to Unit Dimensions details.

1RC0434 Roof Curb Dimensions

Att. 2

February 6, 2015

Ms. Caitlin Cameron, Planner
Planning and Development Department
City of Portland, Maine
389 Congress Street
Portland, Maine 04101-3509

Subject: 16 Middle Street and 185 Fore Street Submission
Traffic Impact Study

Dear Ms. Cameron:

On behalf of Bateman Partners, LLC, please find enclosed the Traffic Impact Study for the 16 Middle and 185 Fore Street Submissions.

We have forwarded a copy of this report to Tom Errico for his review.

If you have any questions regarding this information, please contact our office.

Sincerely,

FAY, SPOFFORD & THORNDIKE

Joseph A. Laverriere, P.E.
Senior Principal Engineer

JAL/cmd

Enclosure

c: Tom Errico, T.Y. Lin

R:\SP-M150 India & Middle Sts\Admin\Permitting\Final Site Plan Application\SP-M150 2015.02.06 Cameron (Traffic Study).doc

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South Portland, ME 04106
T: 800.835.8666
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www.fstinc.com

FAY, SPOFFORD & THORNDIKE
Offices in: Massachusetts, New Hampshire, Maine, Connecticut and New York

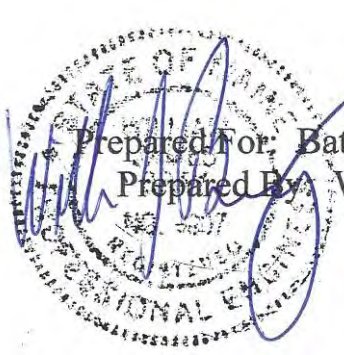
TRAFFIC IMPACT STUDY

FOR

PROPOSED

"Residences at Fore Street"
And
"16 Middle Street"

Mixed-Use Development



Prepared For: Bateman Partners, LLC
Prepared By: William J. Bray, P.E.

February, 2015

INTRODUCTION

Bateman Partners, LLC are proposing to construct two mixed-use buildings at 16 Middle Street and 185 Fore Street in the City of Portland. Both properties, which have been submitted as separate site plan applications, are located within the Gateway Parking garage block, bounded by Middle Street, India Street, Fore Street, and Hancock Street Extension. The "16" Middle Street building, a five story building, will include approximately 5,032 square feet of retail space on the first floor and 39,526 square feet of commercial office space on floors 2 through 5. The proposed "Residences at Fore Street" building, located at 185 Fore Street, is a 4-story (23,856 square foot) building that will include a single-tenant commercial retail space on the first floor and 8 luxury condominiums/townhouses on floors 2 through 4.

A total of 239 deeded off-street parking spaces are provided within the adjoining Gateway Parking garage for the occupants of both proposed mixed-use properties. Full-service vehicular access to the parking garage is maintained from both Middle and Fore Streets.

The purpose of this study is to examine existing traffic conditions in the general vicinity of the proposed project, estimate the total number of site trips generated by the project, and make a determination as to whether the existing transportation system can safely accommodate the added traffic demand generated by the project.

EXISTING CONDITIONS

Existing Traffic: A composite estimate of "peak" 2014 traffic conditions for the Study Area intersections (Middle Street/India Street and India Street/Fore Street) was determined with the collection of traffic data during two separate time periods in 2014. Manual turning movement counts were performed at both intersections between the hours of 6:00 AM to 6:00 PM during the week of January 30, 2014 and a second 12-hour count was performed at the India Street/Fore Street intersection by the City of Portland on June 10, 2014 (Copies of the data summary sheets are attached as an appendix to the report). From a summary of the traffic data, it was determined that the morning peak hour falls between 7:45 and 8:45 AM and the PM peak hour occurs between 4:30 and 5:30 PM.

Traffic data collected during the month of January and June require an adjustment to reflect "peak" travel conditions during the summer months of July and August. MaineDOT provides factors for adjusting traffic data collected during other periods of time. MaineDOT utilizes highway classifications of I, II, or III for all State and Local roadways. Group I roadways are defined as urban roadways or those roads that typically see commuter traffic and experience little fluctuation from week to week throughout the year. Group II roadways or arterial roads are those that see a combination of commuter and recreational traffic and; therefore, experience moderate fluctuations during the year. Group III roads or recreational roadways are typically used for recreational purposes and experience significant seasonal fluctuations. MaineDOT has designated each study area roadway as Group I roadways, which requires the collected traffic data to be adjusted by a factor of approximately 1.23 for the week of January 30 and 1.02 for the week of June 10. Both sets of traffic data were appropriately adjusted for both collection time periods and then a "*side-by-side*" comparison was performed with the higher traffic volume of the two sets of data (January and June data) selected as the appropriate representation of 2014 design hour conditions at the study intersections. Figures 1 & 2 illustratively depict the estimated 2014 AM and PM design hour traffic conditions for both study intersections.

Existing Safety Trends: The Maine Department of Transportation's (MaineDOT) Accident Records Section provided three-year (2011 through 2013) safety records for the section of India Street between Middle and Fore Streets, Middle Street between India and Hancock Streets, and Fore Street between India and Mountfort Streets. MaineDOT's report is presented as follows:

2011 - 2013 Accident Summary
(Portions of Middle Street, India Street, and Fore Street)

Location	Number of Accidents	Critical Rate Factor
1. India Street @ Middle Street	6	2.15
2. India Street @ Fore Street	8	2.02
3. India Street btw. Fore St. and Middle St.	1	0.58
4. Fore Street btw. Mountfort Street and India Street	6	1.54

The MaineDOT considers any roadway segment or intersection a high crash location if both of the following criteria are met:

- *8 or more accidents*
- *A Critical Rate Factor greater than 1.00*

As the data presented in the table shows (location highlighted in yellow), the India Street/ Fore Street intersection meets MaineDOT's criteria for a high crash location. A total of 8 crashes with a Critical Rate Factor (CRF) of 2.02 were reported for the intersection. A more in-depth review (preparation of detailed vehicle collision diagrams) was prepared for the intersection to determine if a clear pattern of accident is occurring (Copies of the collision diagrams are attached as an appendix to the report). Seven of the eight reported crashes were "*angle*" accidents with drivers in all cases "*failing to yield*" to a motorist within the intersection.

The City is currently exploring several improvement strategies for the intersection including the installation of sequenced traffic control signals, enhanced pavement markings and directional signing, which appear to be appropriate measures for addressing the higher than expected frequency of crashes reported for the intersection.

SITE TRAFFIC

Site Trip Generation: Trip generation for the proposed buildings were determined based upon trip tables presented in the eighth edition of the Institute of Transportation Engineers "**TRIP GENERATION**" handbook. Peak hour trip generation for each of the two proposed buildings were estimated based upon the following anticipated site uses and projected building areas:

"16" Middle Street" Building: First floor - 5,032sf retail area and 2nd floor thru 5th floor - 39,526sf commercial office space.

Land Use Code #710 General Office Building

AM Street Peak Hour	= 1.55 trips/1,000sf
AM Generator Peak Hour	= 1.55 trips/1,000sf
PM Street Peak Hour	= 1.49 trips/1,000sf
PM Generator Peak Hour	= 1.49 trips/1,000sf

Land Use Code #814 Specialty Retail

AM Street Peak Hour	= 0
AM Generator Peak Hour	= 6.84 trips/1,000sf
PM Street Peak Hour	= 2.71 trips/1,000sf
PM Generator Peak Hour	= 5.02 trips/1,000sf

"Residences at Fore Street" Building: First floor - 4,427sf retail/office space (projected tenant has 20ee's) and 2nd floor thru 4th floor - a total of 8 luxury residential townhouse/condominiums.

Land Use Code #233 Luxury Condominium/Townhouse

AM Street Peak Hour	= 0.56 trips/unit
AM Generator Peak Hour	= 0.65 trips/unit
PM Street Peak Hour	= 0.55 trips/unit
PM Generator Peak Hour	= 0.65 trips/unit

Land Use Code #715 Single-Tenant Office Building

AM Street Peak Hour	= 1.80 trips/1,000sf
AM Generator Peak Hour	= 1.73 trips/1,000sf
PM Street Peak Hour	= 1.80 trips/1,000sf
PM Generator Peak Hour	= 1.73 trips/1,000sf

Table 1 below provides a summary of peak hour trip generation for the proposed **Bateman Partners, LLC** development.

Table 1
Bateman Partners, LLC Development
Trip Generation

Building Name	AM Street Peak Hour Trips	AM Generator Peak Hour Trips	PM Street Peak Hour Trips	PM Generator Peak Hour Trips
"16 Middle Street"	61	95	73	84
"Residences at Fore Street"	13	13	13	13
Total Trips	**74**	**108**	**86**	**97**

Site Trip Composition: The following trip composition has been determined for the proposed development uses:

"16 Middle Street" Building

Land Use Code #710 General Office Building

Primary Trips	= 100%

Land Use Code #814 Specialty Retail

Primary Trips	= 100%

"Residences at Fore Street" Building

Land Use Code #233 Luxury Condominium/Townhouse

Primary Trips	= 100%

Land Use Code #715 Single-Tenant Office Building

Primary Trips	= 100%

Additionally, a captured (shared) trip rate of 10% was applied. Table 2 below summarizes the trip composition values for each of the two proposed building.

Table 2
Bateman Partners, LLC
Site Trip Composition

Building Name	Trip Type	AM Street Peak Hour	AM Generator Peak Hour	PM Street Peak Hour	PM Generator Peak Hour
"16 Middle Street"	**Total Building Trips =**	**61**	**95**	**73**	**84**
	Primary Trips	55	85	66	76
	Captured Trips	6	10	7	8
"Residences at Fore Street"	**Total Building Trips =**	**13**	**13**	**13**	**14**
	Primary Trips	13	13	13	13
	Captured Trips	1	1	1	1
	Total Development Trips =	**74**	**108**	**86**	**97**
	Primary Trips	67	97	78	88
	Captured Trips	7	11	8	9

Site Trip Distribution: Vehicle trips generated by the proposed development uses were assigned to/from the proposed site based upon the following trip distribution patterns during each designated time period:

"16 Middle Street" Building:

Land Use Code #710 General Office Building

AM Street Peak Hour = 88% enter/12% exit
AM Generator Peak Hour = 88% enter/12% exit
PM Street Peak Hour = 17% enter/83% exit
PM Generator Peak Hour = 17% enter/83% exit

Land Use Code #814 Specialty Retail

AM Generator Peak Hour = 48% enter/52% exit
PM Street Peak Hour = 44% enter/56% exit
PM Generator Peak Hour = 56% enter/44% exit

"Residences at Fore Street" Building:

Land Use Code #233 Luxury Condominium/Townhouse

AM Street Peak Hour = 23% enter/77% exit
AM Generator Peak Hour = 32% enter/68% exit
PM Street Peak Hour = 63% enter/37% exit
PM Generator Peak Hour = 60% enter/40% exit

Land Use Code #715 Single-Tenant Office Building

AM Street Peak Hour = 89% enter/11% exit
AM Generator Peak Hour = 89% enter/11% exit
PM Street Peak Hour = 15% enter/85% exit
PM Generator Peak Hour = 15% enter/85% exit

Table 3 summarizes the directional distribution of vehicle trips for each peak time period for both proposed buildings:

Table 3
"Bateman Partners, LLC" Development
Trip Distribution

		Trip Distribution		
Building Location	**Peak Hour Time Period**	**Total[1] Trips**	**Enter**	**Exit**
"16 Middle Street"				
	AM Street Peak Hour	55	48	7
	AM Generator Peak Hour	85	62	23
	PM Street Peak Hour	66	15	51
	PM Generator Peak Hour	76	22	54
"Residences at Fore Street"				
	AM Street Peak Hour	12	7	5
	AM Generator Peak Hour	12	8	4
	PM Street Peak Hour	12	4	8
	PM Generator Peak Hour	12	4	8
	Total Development Trips			
	AM Street Peak Hour	67	55	12
	AM Generator Peak Hour	97	70	27
	PM Street Peak Hour	78	19	59
	PM Generator Peak Hour	88	26	62

NOTE: [1] Total trip value reflects total trip value minus the estimated captured trip value

Site Trip Assignment: Vehicle trips generated by the proposed development project were assigned to the roadway system based upon existing vehicle splits measured at both entrances to the Gateway Garage. Manual vehicle turning movement counts were collected at both garage entrance driveways during the AM and PM peak commuter hours on Thursday, February 20, 2014 (Copy of noted data is attached). From a summary of the data, it was determined that approximately 60% of the vehicle trips entering/exiting the garage use the Middle Street entrance and the remaining trips circulate through the Fore Street entrance. The vehicle trips were further assigned through both study intersections (Middle Street/India Street and Fore Street/India Street) based upon existing traffic data collected during both peak time periods. Figures 3 and 4 are "stick-diagrams" that illustratively present the assignment of the site trips for the AM and PM peak hours.

FUTURE TRAFFIC

Annual Growth: The Traffic Impact Study has been prepared based upon a projected build-out year of 2016. MaineDOT's historical traffic data for the noted sections of Middle/Fore and India Streets would suggest the appropriateness of a somewhat flat annual traffic growth. However, to insure a conservative assessment of traffic impact, the 2014 through traffic values for both study intersections were increased by an annual growth rate of 2.5%.

Other Development Traffic: Traffic generated by projects that have been approved by the City of Portland Planning Board and/or the MaineDOT, yet are not opened, must be included in the estimate of pre-development traffic. Caitlin Cameron, Urban Designer from Portland's Planning & Urban Development

Department, identified the following projects whose trip generation should be included in the estimate of other development traffic:

- 203 Fore Street (Opechee Phase II) – extension valid until August 2014
- 100 Federal Street (Sussman) – extension valid until October 2015
- 101-121 Newbury Street (Seaport Lofts) – approved 2013

Figures 5 and 6 graphically present the Other Development traffic included in the Traffic Impact Study.

2016 Pre-Development Traffic: The Other Development traffic projections shown on Figures 5 and 6 were added to the seasonally adjusted 2014 base traffic forecasts to provide an estimate of 2016 Pre-Development traffic conditions. Figures 7 and 8 are line diagrams that present the 2016 Pre-Development AM and PM peak hour traffic forecasts for the two study intersections.

2016 Post-Development Traffic: Estimated 2016 Pre-Development traffic forecasts prepared for both study intersections, as depicted on Figures 7 and 8, were combined with the site traffic projections on Figures 3 and 4 to create estimated 2016 Post-Development traffic estimates for both study intersections. Figures 9 (AM Peak Hour) and 10 (PM Peak Hour) are line diagrams that present the estimated 2016 Post-Development traffic conditions for the study intersections.

MOBILITY ANALYSIS

Capacity analysis of the study intersections was performed utilizing the Synchro and SimTraffic computer models. Two separate analyses were completed for the Middle Street/India Street intersection at the request of the City: 1) Existing two-way stop control on Middle Street approaches and, 2) "Multi Way" stop control for the intersection. The analyses conducted for the India Street/Fore Street intersection was based upon the existing "multi-way" traffic control for the intersection.

Levels of Service rankings are similar to the academic grade system, where an "A" is very good with little delay and "F" represents very poor conditions. The following table summarizes the relationship between delay and Level of Service for an unsignalized intersection:

Level of Service Criteria for Unsignalized Intersections

Level of Service	Total Control Delay (sec/veh)
A	Up to 10.0
B	10.1 to 15.0
C	15.1 to 25.0
D	25.1 to 35.0
E	35.1 to 50.0
F	Greater than 50.0

The results of the operational analysis are presented in the following tables:

Intersection Level of Service Summary
Middle Street @ India Street (two-way traffic control)
India Street @ Fore Street (multi-way stop control)
(2016 Pre- and Post-Development Travel Conditions)

	2016 Pre-Development		2016 Post-Development		2016 Pre-Development		2016 Post-Development	
	AM Peak Hour		AM Peak Hour		PM Peak Hour		PM Peak Hour	
Intersection/Approach	Delay (sec.)	LOS	Delay (sec.)	LOS	Delay (sec.)	LOS	Delay (sec.)	LOS
1. India Street @ Fore Street								
Fore Street EB	6.0 sec.	A	8.0 sec.	A	8.0 sec.	A	8.0 sec.	A
Fore Street WB	6.0 sec.	A	8.0 sec.	A	8.0 sec.	A	8.0 sec.	A
India Street NB	5.0 sec.	A	6.0 sec.	A	8.0 sec.	A	8.0 sec.	A
India Street SB	6.0 sec.	A	8.0 sec.	A	8.0 sec.	A	8.0 sec.	A
Overall Intersection	6.0 sec.	A	8.0 sec.	A	8.0 sec.	A	8.0 sec.	A
2. India Street @ Middle Street								
Middle Street EB	5.0 sec.	A	5.0 sec.	A	9.0 sec.	A	9.0 sec.	A
Middle Street WB	5.0 sec.	A	5.0 sec.	A	9.0 sec.	A	8.0 sec.	A
India Street NB	2.0 sec.	A	1.0 sec.	A	2.0 sec.	A	2.0 sec.	A
India Street SB	1.0 sec.	A	1.0 sec.	A	1.0 sec.	A	1.0 sec.	A
Overall Intersection	3.0 sec.	A	3.0 sec.	A	3.0 sec.	A	3.0 sec.	A

Intersection Level of Service Summary
Middle Street @ India Street (multi-way traffic control)
India Street @ Fore Street (multi-way stop control)
(2016 Pre- and Post-Development Travel Conditions)

	2016 Pre-Development[1]		2016 Post-Development		2016 Pre-Development[1]		2016 Post-Development	
	AM Peak Hour		AM Peak Hour		PM Peak Hour		PM Peak Hour	
Intersection/Approach	Delay (sec.)	LOS	Delay (sec.)	LOS	Delay (sec.)	LOS	Delay (sec.)	LOS
1. India Street @ Fore Street								
Fore Street EB	6.0 sec.	A	8.0 sec.	A	8.0 sec.	A	8.0 sec.	A
Fore Street WB	6.0 sec.	A	9.0 sec.	A	8.0 sec.	A	9.0 sec.	A
India Street NB	5.0 sec.	A	6.0 sec.	A	8.0 sec.	A	8.0 sec.	A
India Street SB	6.0 sec.	A	9.0 sec.	A	8.0 sec.	A	9.0 sec.	A
Overall Intersection	6.0 sec.	A	8.0 sec.	A	8.0 sec.	A	8.0 sec.	A
2. India Street @ Middle Street								
Middle Street EB	5.0 sec.	A	4.0 sec.	A	9.0 sec.	A	5.0 sec.	A
Middle Street WB	5.0 sec.	A	4.0 sec.	A	9.0 sec.	A	5.0 sec.	A
India Street NB	2.0 sec.	A	6.0 sec.	A	2.0 sec.	A	7.0 sec.	A
India Street SB	1.0 sec.	A	6.0 sec.	A	1.0 sec.	A	7.0 sec.	A
Overall Intersection	3.0 sec.	A	5.0 sec.	A	3.0 sec.	A	7.0 sec.	A

NOTE: [1] Traffic control at Middle Street and India Street for 2016 Pre-Development condition remains two-way stop control on Middle Street approach.

Multi-way Stop Warrant Analysis (India Street @ Middle Street Intersection)

The City's Peer Review Consultant has requested that a "multi-way" stop control analysis be completed for the India Street/Middle Street intersection. The Manual on Uniform Traffic Control Devices (MUTCD), a federal publication, provides specific criteria that should be considered in recommending "multi-way" stop control at an intersection. That criteria, as presented in the 2009 edition of the MUTCD, is listed as follows:

A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

B. A crash problem, as indicated by 5 or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right and left-turn collisions, as well as, right-angle collisions.

C. Minimum Volumes:

1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day and,

2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours with an average delay to minor street vehicular traffic of a least 30 seconds per vehicle during the highest hour but,

3. If the 85th-percentile approach speed of the major-street traffic exceeds 65 km/h (40 mph), the minimum vehicular volume warrants are 70 percent of the above values.

D. Where no single criterion is satisfied but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

Existing 2014 Adjusted Intersection Traffic Volumes[1]
Middle Street/India Street (6:00 AM to 6:00 PM)

Hour of Day	Two-Way Traffic India Street (both approaches)	Two-Way Traffic Middle Street (both approaches)
6:00 to 7:00 AM	42	38
7:00 to 8:00 AM	160	103
8:00 to 9:00 AM	236	186
9:00 to 10:00 AM	284	251
10:00 to 11:00 AM	311	215
11:00 to 12:00 PM	n/a	n/a
12:00 to 1:00 PM	381	216
1:00 to 2:00 PM	470	194
2:00 to 3:00 PM	447	178
3:00 to 4:00 PM	487	236
4:00 to 5:00 PM	556	213
5:00 to 6:00 PM	627	218

NOTE: [1] 2014 adjusted traffic data based upon data collected on January 30, 2014 adjusted by a seasonal factor 1.23 to reflect estimated 2104 design hour traffic conditions.

"Multi-way" Stop Control Warrant Assessment

- Criterion "A" isn't relevant to this location.
- Criterion "B", the highest number of reported crashes occurring in a single 12-month time period, is 4 that are susceptible to correction by a multi-way stop installation. (refer to attached vehicle collision diagram prepared for the intersection)

- Criterion C.1 is met between 9:00 and 6:00 PM when the average per hour volume is 447 vehicles.
- Criterion C.2, the combined vehicular, pedestrian and bicycle volume portion of the criterion is met between 9:00 and 6:00 PM when the average per hour volume of vehicular traffic is 215 vehicles (Time of year constraints precluded the collection of meaningful pedestrian and bicycle data. Criterion is met solely on the average hourly volume of vehicular traffic.). The average delay to minor street traffic projected for the 2016 Post-Development condition is 9.0 seconds during the highest hour of the day, which falls well below the criterion value of 30 seconds of average delay. Accordingly, Criterion C.2 is not satisfied.
- Criterion C.3 isn't relevant to this location.
- Criterion D is not met; Criterion B and Criterion C.1 are met with application of the 80% value. Criterion C.2 is not met, the average delay to side-street traffic, calculated at 9 seconds is well below the 80% value of 24 seconds.

In summary, prevailing traffic conditions at the Middle Street/India Street intersection do not currently satisfy the "multi-way" stop control warrants as stated in the 2009 MUTCD.

SUMMARY

1. The proposed two mixed-use buildings combined will generate approximately 74 trips during the AM peak hour and an additional 86 trips during the afternoon peak hour.

2. MaineDOT's Traffic Safety Bureau's latest three-year safety report (2011 through 2013) for the identified portions of India Street, Middle Street, and Fore Street shows that all roadway segments and intersections, with the exception of the India Street/Fore Street intersection, experience fewer traffic crashes than the threshold criteria for identification of a high crash location. The noted traffic intersection, based upon the most recent three-year data, meets both of MaineDOT's criteria for identification of a high crash location. A total of 8 vehicle crashes were reported at the intersection during the study time period and the Critical Rate Factor, which compares operations at the intersection with a statewide average for similar locations, exceeds 1.00 at 2.02. Detailed vehicle collision diagrams were prepared for each of the reported 8 vehicle crashes to determine if a correctible pattern of vehicle crash is occurring at the intersection. The detailed analysis identified a single crash patterns; seven of the reported eight collisions were "*angle*" accidents involving in all cases motorists failing to "*yield the right of way*".

3. It is the understanding of this report that the City is currently examining the appropriateness of full traffic signalization of the intersection. Previous development projects have been required to fund the installation of the traffic signal system improvements.

3. The intersection mobility analysis conducted for the two study intersections (India Street/Middle Street & India Street/Fore Street), based upon existing intersection traffic control, clearly shows that traffic generated by the proposed mixed-use development has virtually no impact on traffic operations at either of the two study intersections. Both intersections were found to operate at the "*best*" Level of Service A condition under 2016 Post-Development conditions.

4. A separate mobility analysis was completed for both study intersections based upon "multi-way" stop control at the Middle Street/India Street intersection. Again, the analysis demonstrates that if the City determines that prevailing conditions warrant a change in traffic control, the intersection would maintain Level of Service A operations under 2016 Post-Development travel conditions.

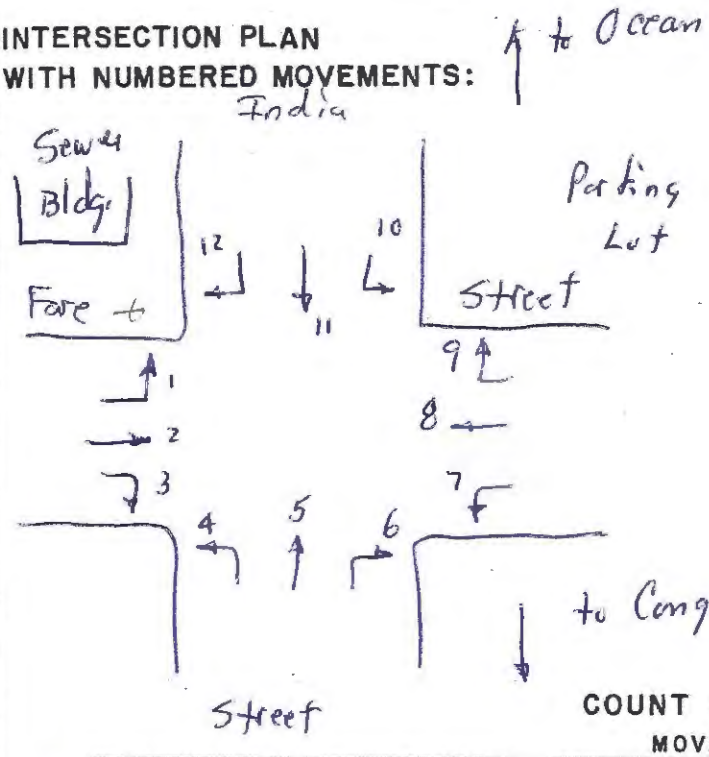
5. A "multi-way" stop control warrant analysis was conducted for the Middle Street/India Street intersection based upon guidelines published in the 2009 edition of the Manual on Uniform Traffic Control Devices. The warrant analysis concluded that prevailing traffic conditions presently do not warrant a change to "multi-way" stop control at the noted intersection.

6. The proposed mixed-use development is expected to generate greater than 100 trips (108 trips) during the morning peak hour of the proposed project; a time period that does not coincide with the street peak hour time periods. As a result, a Maine Department of Transportation Traffic Movement Permit is required. A formal application has been submitted and issuance of the required permit is pending.

LOCATION # 2

JOB NO. _____

INTERSECTION PLAN
WITH NUMBERED MOVEMENTS:



INTERSECTION India St. @ Fore Street

DATE _____

DAY OF WEEK Friday

WEATHER _____

REMARKS:

COUNT SUMMARY

MOVEMENT

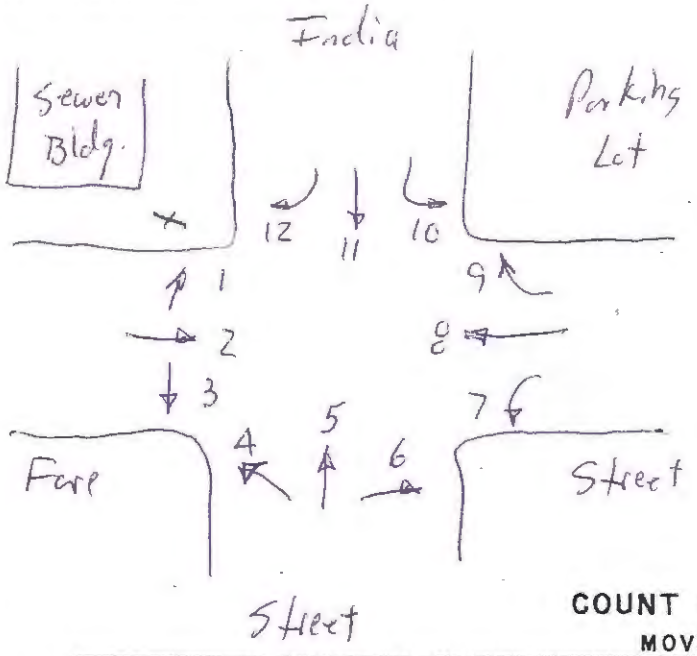
AM	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
6:00 6:15	Ø	11	5	3	4	4	7	6	1	Ø	5	Ø	46
6:15 6:30	3	14	9	3	8	6	4	11	1	Ø	7	Ø	66
6:30 6:45	4	10	13	9	11	9	3	9	2	Ø	11	1	82
6:45 7:00	1	13	17	7	18	11	8	10	1	Ø	10	1	97
7:00 7:15	6	15	15	11	21	16	6	18	Ø	3	5	3	119
7:15 7:30	3	18	20	14	26	14	10	16	3	2	12	1	139
7:30 7:45	1	22	22	12	23	13	13	17	4	2	13	Ø	142
7:45 8:00	2	19	25	8	28	17	11	22	7	1	11	1	152
8:00 8:15	5	21	18	12	33	15	15	21	3	2	9	2	156
8:15 8:30	9	26	22	15	36	16	18	26	2	6	16	4	196
8:30 8:45	7	23	24	14	39	18	22	28	2	3	13	1	194
8:45 9:00	5	27	21	18	37	21	23	30	1	1	17	1	202

PEAK HOUR COUNT TIME: TO:

26	97	85	59				105				8	

JOB NO. _____

INTERSECTION PLAN
WITH NUMBERED MOVEMENTS:



INTERSECTION India & Fare Streets

DATE _____

DAY OF WEEK _____

WEATHER _____

REMARKS:

COUNT SUMMARY

MOVEMENT

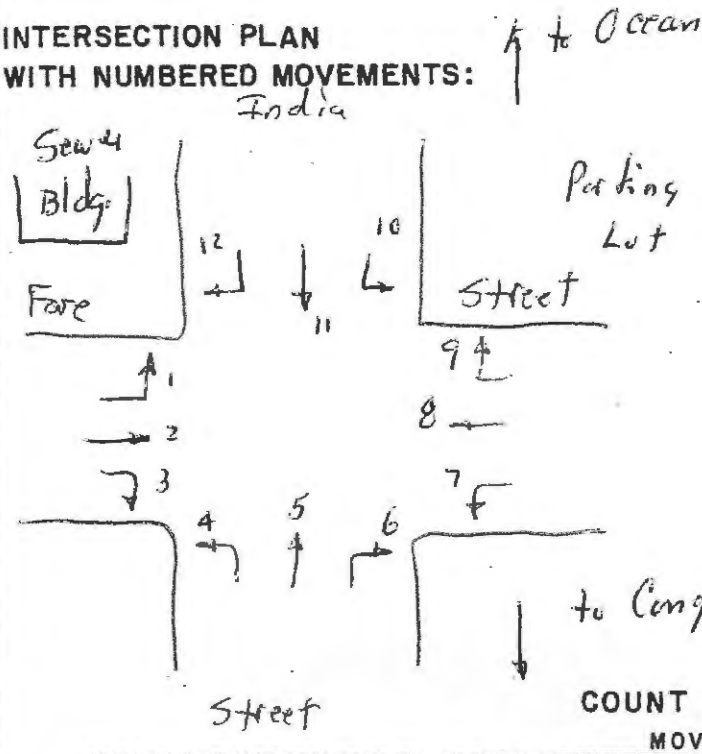
	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
9:00 9:15	7	18	19	10	24	10	8	12	6	11	36	8	169
9:15 9:30	9	19	13	15	29	13	10	11	2	11	33	11	177
9:30 9:45	12	14	12	17	32	11	13	15	4	12	28	13	183
9:45 10:00	8	17	11	13	17	9	9	15	0	8	19	11	137
10:00 10:15	7	19	7	6	20	4	5	12	3	0	14	16	113
10:15 10:30	7	15	9	5	18	0	6	9	3	0	11	14	97
10:30 10:45	9	12	6	2	16	3	2	8	2	0	13	10	83
10:45 11:00	8	9	10	0	13	1	0	3	2	0	9	8	63
11:00 11:15	12	13	8	3	15	0	0	5	0	3	11	13	83
11:15 11:30	9	11	5	0	10	0	3	3	1	5	9	10	66
11:30 11:45	7	14	4	1	14	2	4	2	2	4	6	12	72
11:45 12:00	5	10	7	1	7	1	1	0	0	1	7	11	51

PEAK HOUR COUNT TIME: TO:

LOCATION # 2

JOB NO. _____

INTERSECTION PLAN WITH NUMBERED MOVEMENTS:



INTERSECTION India St. @ Fore Street

DATE _____

DAY OF WEEK Friday

WEATHER _____

REMARKS:

COUNT SUMMARY

MOVEMENT

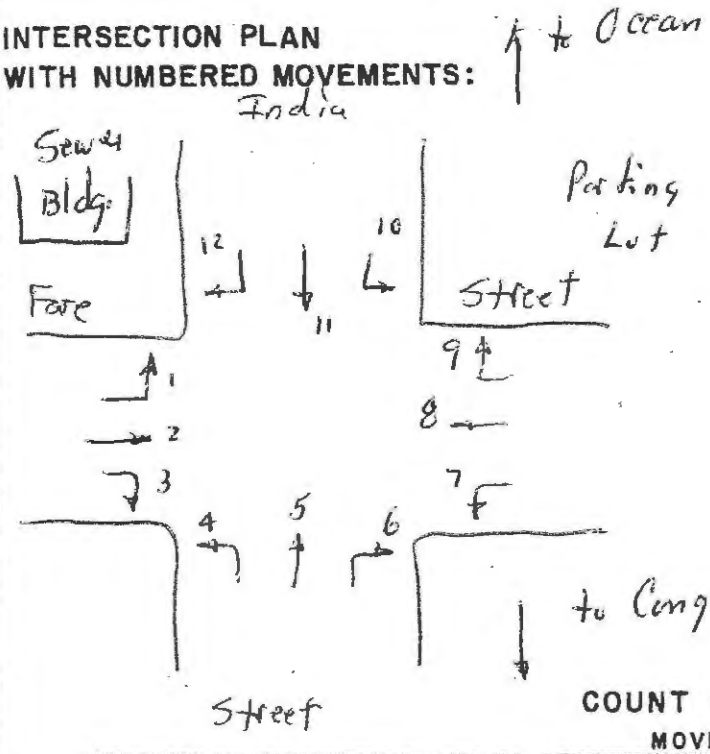
	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
12 :00 12 :15			BREAK										
12 :15 12 :30	Ø	19	25	17	31	17	14	26	7	Ø	18	3	177
12 :30 12 :45	2	23	22	15	27	11	17	29	6	Ø	27	5	184
12 :45 1 :00	5	29	28	19	35	18	21	31	10	3	26	1	226
1 :00 1 :15	4	26	27	22	32	14	20	34	12	4	22	6	223
1 :15 1 :30	Ø	29	24	18	35	9	25	31	9	Ø	24	Ø	204
1 :30 1 :45	1	27	21	24	34	15	31	36	11	3	21	Ø	224
1 :45 2 :00	2	33	20	22	30	10	28	39	12	2	19	2	219
2 :00 2 :15	3	31	23	21	33	8	25	42	14	Ø	17	2	218
2 :15 2 :30	1	35	19	26	29	11	29	37	8	1	15	4	215
2 :30 2 :45	2	34	13	23	35	13	26	34	5	3	18	1	207
2 :45 3 :00	4	33	15	19	42	11	22	30	10	1	11	1	199

PEAK HOUR COUNT TIME: TO:

LOCATION # 2

JOB NO. _____

INTERSECTION PLAN
WITH NUMBERED MOVEMENTS:



INTERSECTION India St. @ Fore Street

DATE _____

DAY OF WEEK Friday

WEATHER _____

REMARKS:

COUNT SUMMARY

MOVEMENT

	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
3:00 3:15	14	38	18	26	40	6	24	27	8	2	16	3	212
3:15 3:30	11	39	16	19	44	4	27	31	1	1	19	9	212
3:30 3:45	13	43	23	23	41	1	21	25	5	2	21	2	220
3:45 4:00	14	41	25	27	37	5	19	23	3	2	24	1	221
4:00 4:15	17	39	21	25	39	7	22	18	1	1	23	4	217
4:15 4:30	16	34	24	28	36	10	16	22	1	4	20	6	217
4:30 4:45	18	33	19	31	38	8	19	20	4	3	21	1	215
4:45 5:00	15	37	17	33	42	6	21	17	3	1	25	5	222
5:00 5:15	11	31	21	28	40	11	23	15	7	0	20	3	210
5:15 5:30	9	27	23	21	44	13	17	18	8	0	19	9	199
5:30 5:45	12	29	18	18	38	9	15	19	5	2	21	1	187
5:45 6:00	10	22	16	20	39	12	10	18	6	3	23	3	182

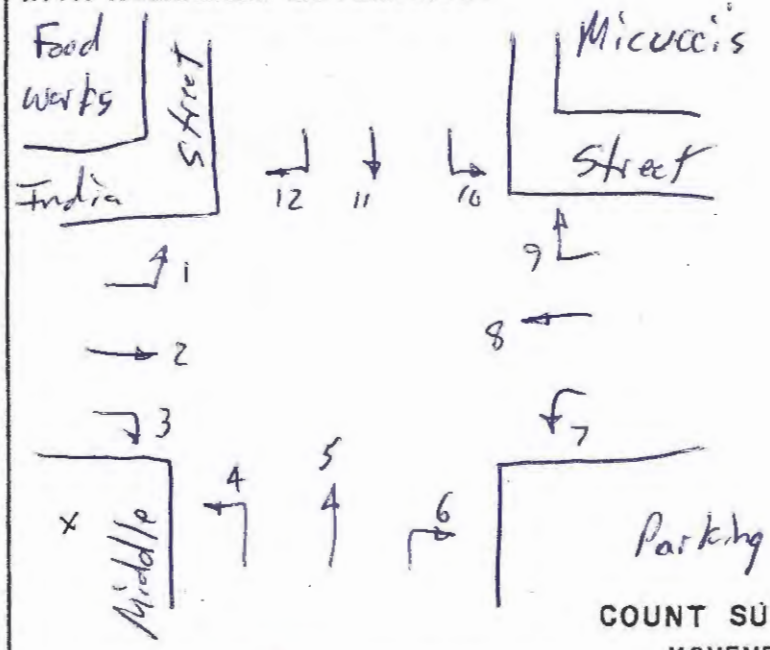
Pm

PEAK HOUR COUNT TIME: TO:

LOCATION #5

JOB NO. _____

INTERSECTION PLAN WITH NUMBERED MOVEMENTS:



INTERSECTION Middle St. @ India St.

DATE 1.30.14

DAY OF WEEK Thursday

WEATHER _____

REMARKS:

COUNT SUMMARY

MOVEMENT

	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
All 6:00 6:15	Ø	1	Ø	Ø	2	1	1	4	Ø	Ø	2	1	12
6:15 6:30	2	3	1	Ø	1	3	4	3	Ø	Ø	1	3	21
6:30 6:45	Ø	Ø	1	Ø	1	Ø	1	5	Ø	Ø	4	1	13
6:45 7:00	1	Ø	2	1	Ø	3	2	2	1	Ø	4	3	19
7:00 7:15	1	6	3	1	Ø	Ø	2	6	2	Ø	Ø	2	23
7:15 7:30	4	13	Ø	2	5	4	5	11	4	Ø	7	1	56
7:30 7:45	Ø	17	2	1	2	4	1	10	1	Ø	11	12	61
7:45 8:00	Ø	21	1	3	4	7	4	16	Ø	Ø	9	9	74
8:00 8:15	2	24	Ø	1	7	9	1	13	Ø	2	5	11	75
8:15 8:30	4	18	Ø	1	2	11	3	15	5	Ø	8	15	82
8:30 8:45	3	26	1	Ø	5	13	3	19	7	1	9	13	90
8:45 9:00	1	23	2	Ø	1	8	1	17	4	Ø	12	17	86

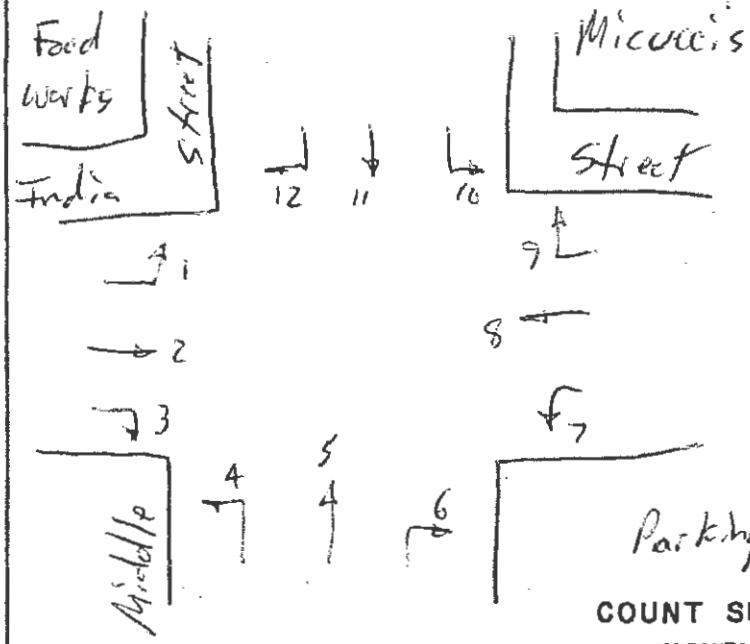
PEAK HOUR COUNT TIME: TO:

	10	91	3	2	15	41	8	64	16	3	34	56	
Adj:	12	112	4	2	18	50	10	79	20	4	42	69	

LOCATION # 5

JOB NO. _____

INTERSECTION PLAN
WITH NUMBERED MOVEMENTS:



INTERSECTION Middle St. @ India St.
DATE _____
DAY OF WEEK _____
WEATHER _____
REMARKS:

COUNT SUMMARY

MOVEMENT

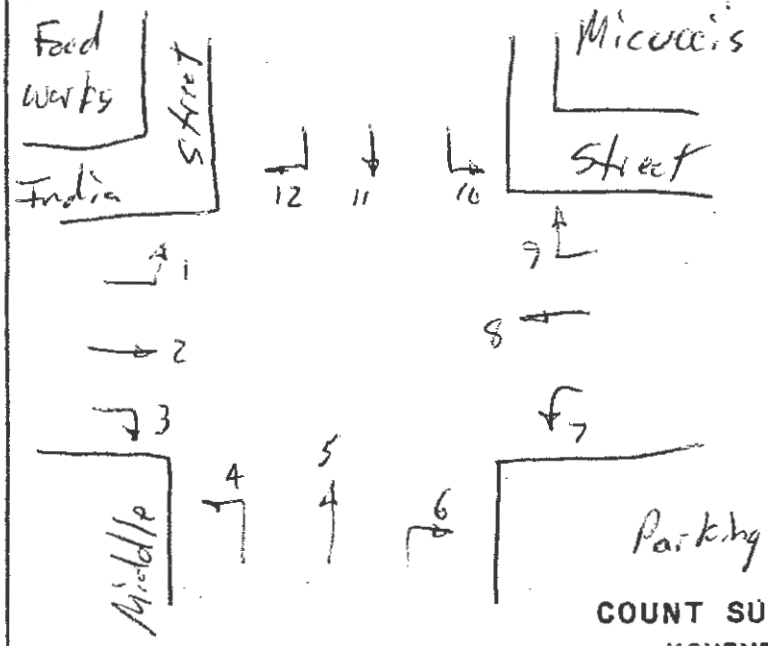
	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
9 :00 – 9 :15	3	17	11	12	9	11	2	22	Ø	1	9	7	104
9 :15 – 9 :30	1	19	9	15	7	13	4	18	4	1	6	4	101
9 :30 – 9 :45	Ø	15	6	11	14	15	1	26	1	3	8	12	112
9 :45 – 10 :00	2	20	13	7	17	9	6	31	Ø	1	4	8	118
10 :00 – 10 :15	Ø	18	7	14	10	14	8	21	Ø	2	7	5	106
10 :15 – 10 :30	Ø	23	3	12	5	16	11	26	2	1	3	Ø	102
10 :30 – 10 :45	3	27	9	12	7	13	Ø	20	6	Ø	1	10	108
10 :45 – 11 :00	Ø	17	11	18	3	10	7	34	Ø	Ø	1	11	112
11 :00 – 11 :15	BREAK												
11 :15 – 11 :30													
11 :30 – 11 :45													
11 :45 – 12 :00	1	17	2	15	1	9	Ø	29	2	1	Ø	5	

PEAK HOUR COUNT TIME: TO:

LOCATION # 5

JOB NO. _____

INTERSECTION PLAN
WITH NUMBERED MOVEMENTS:



INTERSECTION Middle St. @ India St.
DATE _____
DAY OF WEEK _____
WEATHER _____
REMARKS:

COUNT SUMMARY

MOVEMENT

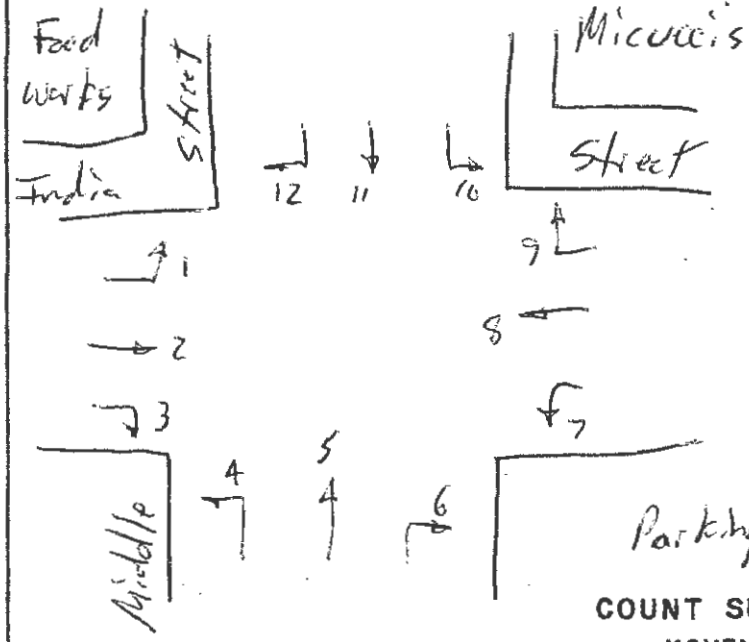
	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
12 :00 12 :15	ø	22	6	17	4	13	ø	33	ø	ø	1	4	100
12 :15 12 :30	1	29	14	13	6	15	4	29	ø	2	3	1	117
12 :30 12 :45	ø	24	9	11	8	18	7	41	2	ø	2	3	125
12 :45 1 :00	ø	27	11	15	9	21	6	42	3	ø	3	7	144
1 :00 1 :15	3	31	5	16	4	14	8	43	2	4	1	5	136
1 :15 1 :30	1	28	8	18	5	14	9	52	ø	ø	8	2	145
1 :30 1 :45	1	24	12	9	2	17	11	44	ø	1	ø	1	122
1 :45 2 :00	ø	27	15	11	1	18	8	49	1	2	1	4	135
2 :00 2 :15	2	22	9	16	3	21	10	42	ø	1	ø	1	127
2 :15 2 :30	ø	18	11	13	1	11	7	47	ø	3	ø	3	114
2 :30 2 :45	3	29	7	15	5	16	4	53	ø	ø	ø	5	137
2 :45 3 :00	ø	31	5	10	4	15	6	58	ø	ø	ø	2	126

PEAK HOUR COUNT TIME: TO:

LOCATION # 5

JOB NO. _____

INTERSECTION PLAN
WITH NUMBERED MOVEMENTS:



INTERSECTION Middle St. & India St.

DATE _____

DAY OF WEEK _____

WEATHER _____

REMARKS:

COUNT SUMMARY

MOVEMENT

	1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
3:00 3:15	1	41	6	16	18	12	8	50	1	Ø	2	8	163
3:15 3:30	Ø	38	4	14	12	10	9	47	Ø	1	4	10	149
3:30 3:45	Ø	44	9	7	15	6	6	39	Ø	3	6	6	141
3:45 4:00	2	36	7	9	10	7	7	41	Ø	1	11	4	135
4:00 4:15	Ø	39	11	8	13	9	10	43	2	2	1	Ø	138
4:15 4:30	1	42	13	12	9	11	3	40	1	Ø	5	3	140
4:30 4:45	Ø	51	15	15	14	13	8	48	2	1	7	7	181
4:45 5:00	Ø	49	9	10	11	8	12	52	1	Ø	10	4	161
5:00 5:15	3	47	13	7	7	4	5	56	1	Ø	11	11	165
5:15 5:30	4	43	12	14	12	9	9	55	3	1	9	3	174
5:30 5:45	6	50	9	6	10	14	3	59	Ø	1	7	6	171
5:45 6:00	1	53	11	9	7	15	6	60	1	2	8	4	177

PEAK HOUR COUNT TIME: 5:00 TO: 6:00

	14	193	45	36	36	42	23	230	5	4	35	24	
Adj:	17	237	55	44	44	52	28	283	6	5	43	30	

N/S: India Street
E/W: Fore Street
City, State: Portland, ME
Client: T.Y.Lin/ A. Greenlaw

PRECISION DATA INDUSTRIES, LLC
P.O. Box 301 Berlin, MA 01503
Office: 508.481.3999 Fax: 508.545.1234
Email: datarequests@pdillc.com

File Name : 143932 A
Site Code : TBA
Start Date : 6/10/2014
Page No : 1

Groups Printed- Cars - Med Truck - Articulated Truck

	India Street From North				Fore Street From East				India Street From South				Fore Street From West				
Start Time	Right	Thru	Left	U-Turn	Right	Thru	Left	U-Turn	Right	Thru	Left	U-Turn	Right	Thru	Left	U-Turn	Int. Total
06:00 AM	0	14	1	0	2	6	4	0	3	7	0	0	0	5	0	0	42
06:15 AM	0	12	2	0	6	2	9	0	1	7	0	0	2	2	3	0	46
06:30 AM	1	16	3	0	0	10	6	0	10	14	1	0	0	3	4	0	68
06:45 AM	9	30	3	0	2	10	9	0	5	14	2	0	1	11	3	0	99
Total	10	72	9	0	10	28	28	0	19	42	3	0	3	21	10	0	255
07:00 AM	7	29	2	0	4	14	13	0	9	8	1	0	2	9	5	0	103
07:15 AM	9	32	7	0	3	13	9	0	4	17	2	0	1	10	4	0	111
07:30 AM	13	39	8	0	5	25	8	0	17	19	5	0	0	8	10	0	157
07:45 AM	19	45	9	0	10	24	21	0	14	10	6	0	2	23	5	0	188
Total	48	145	26	0	22	76	51	0	44	54	14	0	5	50	24	0	559
08:00 AM	17	53	10	0	9	32	16	0	7	17	4	0	1	34	7	0	207
08:15 AM	23	49	6	0	8	30	27	0	12	9	1	0	2	24	7	0	198
08:30 AM	20	41	5	0	4	34	23	0	11	14	2	0	1	23	6	0	184
08:45 AM	19	29	9	0	8	34	18	0	15	22	2	0	4	18	8	0	186
Total	79	172	30	0	29	130	84	0	45	62	9	0	8	99	28	0	775
09:00 AM	11	41	9	0	8	20	20	0	16	11	3	0	1	24	8	0	172
09:15 AM	18	30	8	0	7	22	16	0	9	15	1	0	6	20	8	0	160
09:30 AM	8	33	7	0	15	18	9	0	14	14	3	0	3	20	8	0	152
09:45 AM	15	24	11	0	15	24	26	0	15	23	2	0	1	22	8	0	186
Total	52	128	35	0	45	84	71	0	54	63	9	0	11	86	32	0	670
10:00 AM	8	27	10	0	10	26	9	0	6	21	1	1	1	12	6	0	138
10:15 AM	5	18	13	0	9	20	11	0	8	22	1	0	3	16	8	0	134
10:30 AM	4	22	10	0	9	19	21	0	10	22	0	0	3	19	5	0	144
10:45 AM	6	19	9	0	8	24	18	0	11	28	3	0	0	15	11	0	152
Total	23	86	42	0	36	89	59	0	35	93	5	1	7	62	30	0	568
11:00 AM	9	17	9	0	13	22	18	0	12	20	3	0	2	27	11	0	163
11:15 AM	7	24	11	0	12	21	20	0	18	18	3	0	2	22	10	1	169
11:30 AM	12	27	13	0	14	35	22	0	16	22	7	0	5	21	8	2	204
11:45 AM	12	25	12	0	15	22	25	0	19	21	3	0	4	22	11	0	191
Total	40	93	45	0	54	100	85	0	65	81	16	0	13	92	40	3	727
12:00 PM	6	34	16	0	17	35	20	0	16	34	3	0	3	30	12	0	226
12:15 PM	6	28	9	1	15	22	22	0	12	32	3	0	5	24	13	0	192
12:30 PM	4	25	6	0	16	28	24	0	12	28	7	0	2	25	5	0	182
12:45 PM	13	36	9	0	11	30	17	0	16	15	2	0	1	32	16	0	198
Total	29	123	40	1	59	115	83	0	56	109	15	0	11	111	46	0	798
01:00 PM	14	34	16	0	8	31	15	0	10	35	6	0	1	26	10	0	206
01:15 PM	7	16	14	0	12	26	17	0	12	33	3	0	3	25	19	0	187
01:30 PM	9	32	15	0	18	32	22	0	10	31	1	0	5	29	10	0	214
01:45 PM	12	20	13	0	7	27	22	0	22	23	5	0	5	24	11	0	191
Total	42	102	58	0	45	116	76	0	54	122	15	0	14	104	50	0	798
02:00 PM	4	23	12	0	16	22	18	0	15	37	4	1	1	30	15	0	198
02:15 PM	3	26	8	0	10	32	25	0	12	25	1	0	2	23	8	1	176
02:30 PM	8	21	9	0	21	23	18	0	14	23	7	0	1	28	3	0	176
02:45 PM	9	26	14	0	16	28	20	0	9	27	2	0	1	26	10	0	188
Total	24	96	43	0	63	105	81	0	50	112	14	1	5	107	36	1	738
03:00 PM	7	19	16	0	19	35	16	0	15	30	4	0	4	16	6	0	187
03:15 PM	7	21	14	0	10	39	24	0	16	26	2	0	2	21	14	0	196
03:30 PM	9	31	3	0	16	32	15	0	17	41	5	0	0	23	15	0	207
03:45 PM	9	31	10	0	9	34	15	0	27	28	4	0	3	30	8	0	208
Total	32	102	43	0	54	140	70	0	75	125	15	0	9	90	43	0	798

N/S: India Street
E/W: Fore Street
City, State: Portland, ME
Client: T.Y.Lin/ A. Greenlaw

PRECISION DATA INDUSTRIES, LLC
P.O.Box 301 Berlin, MA 01503
Office: 508.481.3999 Fax: 508.545.1234
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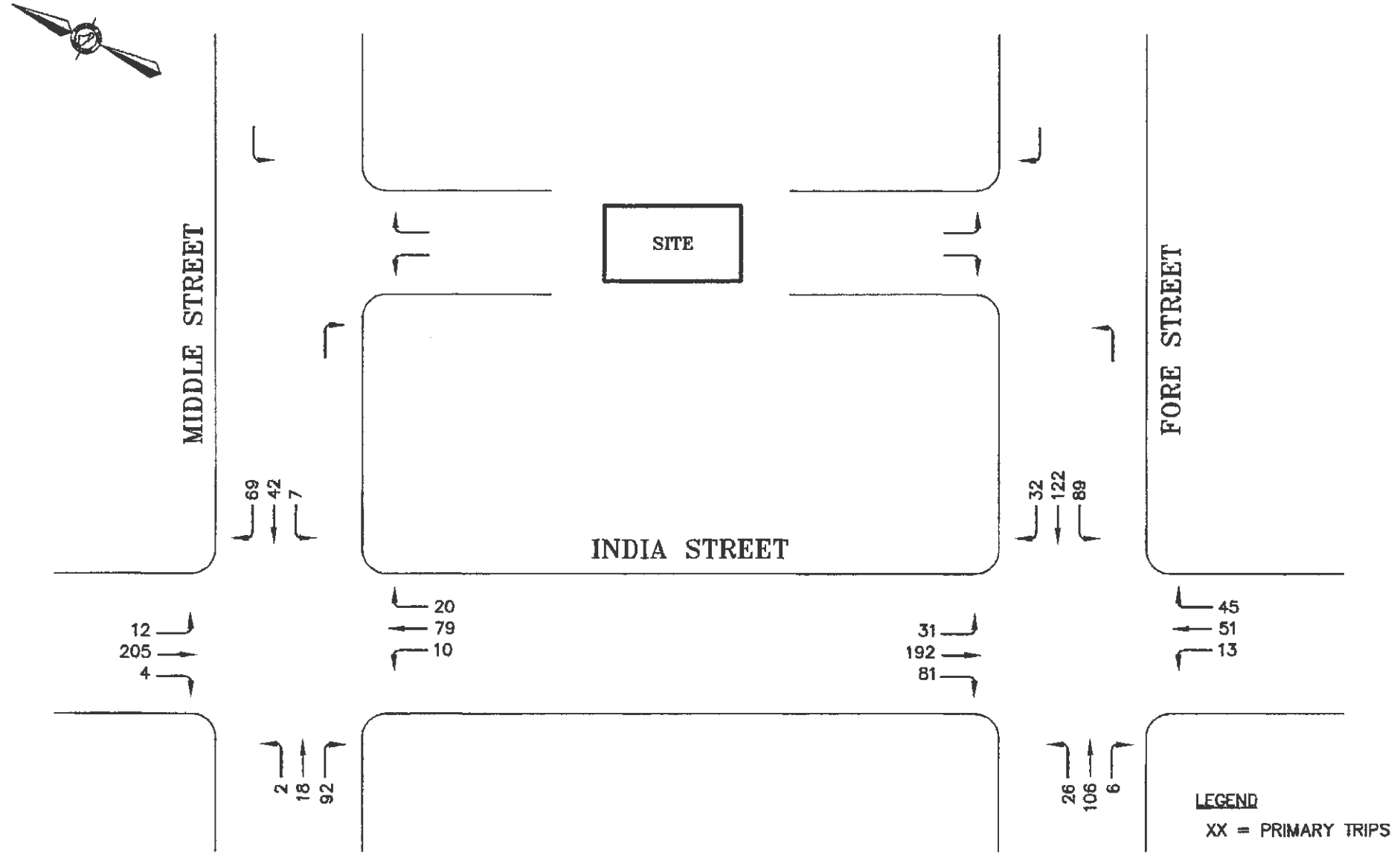
File Name : 143932 A
Site Code : TBA
Start Date : 6/10/2014
Page No : 2

Groups Printed- Cars - Med Truck - Articulated Truck

	India Street From North				Fore Street From East				India Street From South				Fore Street From West				
Start Time	Right	Thru	Left	U-Turn	Right	Thru	Left	U-Turn	Right	Thru	Left	U-Turn	Right	Thru	Left	U-Turn	Int. Total
04:00 PM	2	19	9	0	11	26	13	0	16	29	1	0	4	29	20	0	179
04:15 PM	7	20	11	0	12	34	14	0	17	25	3	0	1	22	14	0	180
04:30 PM	7	35	13	0	7	43	27	0	21	31	4	0	2	31	21	0	242
04:45 PM	12	26	12	0	14	32	15	0	18	35	3	0	2	21	19	0	209
Total	28	100	45	0	44	135	69	0	72	120	11	0	9	103	74	0	810
05:00 PM	9	31	18	0	14	39	14	0	13	37	5	0	2	30	26	0	238
05:15 PM	10	22	12	0	12	43	13	0	24	45	0	0	1	62	19	0	263
05:30 PM	3	15	17	0	9	26	22	0	25	30	3	0	2	45	15	0	212
05:45 PM	7	18	18	0	10	29	14	0	14	23	2	0	5	28	19	0	187
Total	29	86	65	0	45	137	63	0	76	135	10	0	10	165	79	0	900
Grand Total	436	1305	481	1	506	1255	820	0	645	1118	136	2	105	1090	492	4	8396
Apprch %	19.6	58.7	21.6	0	19.6	48.6	31.8	0	33.9	58.8	7.2	0.1	6.2	64.5	29.1	0.2	
Total %	5.2	15.5	5.7	0	6	14.9	9.8	0	7.7	13.3	1.6	0	1.3	13	5.9	0	
Cars	429	1255	471	1	491	1213	792	0	619	1064	131	2	102	1057	481	4	8112
% Cars	98.4	96.2	97.9	100	97	96.7	96.6	0	96	95.2	96.3	100	97.1	97	97.8	100	96.6
Med Truck	6	48	10	0	13	30	26	0	23	52	5	0	2	21	9	0	245
% Med Truck	1.4	3.7	2.1	0	2.6	2.4	3.2	0	3.6	4.7	3.7	0	1.9	1.9	1.8	0	2.9
Articulated Truck	1	2	0	0	2	12	2	0	3	2	0	0	1	12	2	0	39
% Articulated Truck	0.2	0.2	0	0	0.4	1	0.2	0	0.5	0.2	0	0	1	1.1	0.4	0	0.5

	India Street From North					Fore Street From East					India Street From South					Fore Street From West					
Start Time	Right	Thru	Left	U-Turn	App. Total	Right	Thru	Left	U-Turn	App. Total	Right	Thru	Left	U-Turn	App. Total	Right	Thru	Left	U-Turn	App. Total	Int. Total
Peak Hour Analysis From 06:00 AM to 09:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:45 AM																					
07:45 AM	19	45	9	0	73	10	24	21	0	55	14	10	6	0	30	2	23	5	0	30	188
08:00 AM	17	53	10	0	80	9	32	16	0	57	7	17	4	0	28	1	34	7	0	42	207
08:15 AM	23	49	6	0	78	8	30	27	0	65	12	9	1	0	22	2	24	7	0	33	198
08:30 AM	20	41	5	0	66	4	34	23	0	61	11	14	2	0	27	1	23	6	0	30	184
Total Volume	79	188	30	0	297	31	120	87	0	238	44	50	13	0	107	6	104	25	0	135	777
% App. Total	26.6	63.3	10.1	0		13	50.4	36.6	0		41.1	46.7	12.1	0		4.4	77	18.5	0		
PHF	.859	.887	.750	.000	.928	.775	.882	.806	.000	.915	.786	.735	.542	.000	.892	.750	.765	.893	.000	.804	.938
Cars	78	183	30	0	291	31	116	84	0	231	41	47	12	0	100	6	100	24	0	130	752
% Cars	98.7	97.3	100	0	98.0	100	96.7	96.6	0	97.1	93.2	94.0	92.3	0	93.5	100	96.2	96.0	0	96.3	96.8
Med Truck	1	5	0	0	6	0	2	3	0	5	1	2	1	0	4	0	3	0	0	3	18
% Med Truck	1.3	2.7	0	0	2.0	0	1.7	3.4	0	2.1	2.3	4.0	7.7	0	3.7	0	2.9	0	0	2.2	2.3
Articulated Truck	0	0	0	0	0	0	2	0	0	2	2	1	0	0	3	0	1	1	0	2	7
% Articulated Truck	0	0	0	0	0	0	1.7	0	0	0.8	4.5	2.0	0	0	2.8	0	1.0	4.0	0	1.5	0.9
	81	192	31			32	122	89			45	51	13			6	106	26			
Peak Hour Analysis From 10:00 AM to 01:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 11:30 AM																					
11:30 AM	12	27	13	0	52	14	35	22	0	71	16	22	7	0	45	5	21	8	2	36	204
11:45 AM	12	25	12	0	49	15	22	25	0	62	19	21	3	0	43	4	22	11	0	37	191
12:00 PM	6	34	16	0	56	17	35	20	0	72	16	34	3	0	53	3	30	12	0	45	226
12:15 PM	6	28	9	1	44	15	22	22	0	59	12	32	3	0	47	5	24	13	0	42	192
Total Volume	36	114	50	1	201	61	114	89	0	264	63	109	16	0	188	17	97	44	2	160	813
% App. Total	17.9	56.7	24.9	0.5		23.1	43.2	33.7	0		33.5	58	8.5	0		10.6	60.6	27.5	1.2		
PHF	.750	.838	.781	.250	.897	.897	.814	.890	.000	.917	.829	.801	.571	.000	.887	.850	.808	.846	.250	.889	.899
Cars	34	110	48	1	193	60	111	85	0	256	61	103	15	0	179	16	91	43	2	152	780
% Cars	94.4	96.5	96.0	100	96.0	98.4	97.4	95.5	0	97.0	96.8	94.5	93.8	0	95.2	94.1	93.8	97.7	100	95.0	95.9
Med Truck	2	4	2	0	8	1	3	4	0	8	2	6	1	0	9	0	4	1	0	5	30
% Med Truck	5.6	3.5	4.0	0	4.0	1.6	2.6	4.5	0	3.0	3.2	5.5	6.3	0	4.8	0	4.1	2.3	0	3.1	3.7
Articulated Truck	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	2	0	0	3	3
% Articulated Truck	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5.9	2.1	0	0	1.9	0.4

xx= Adjusted traffic value



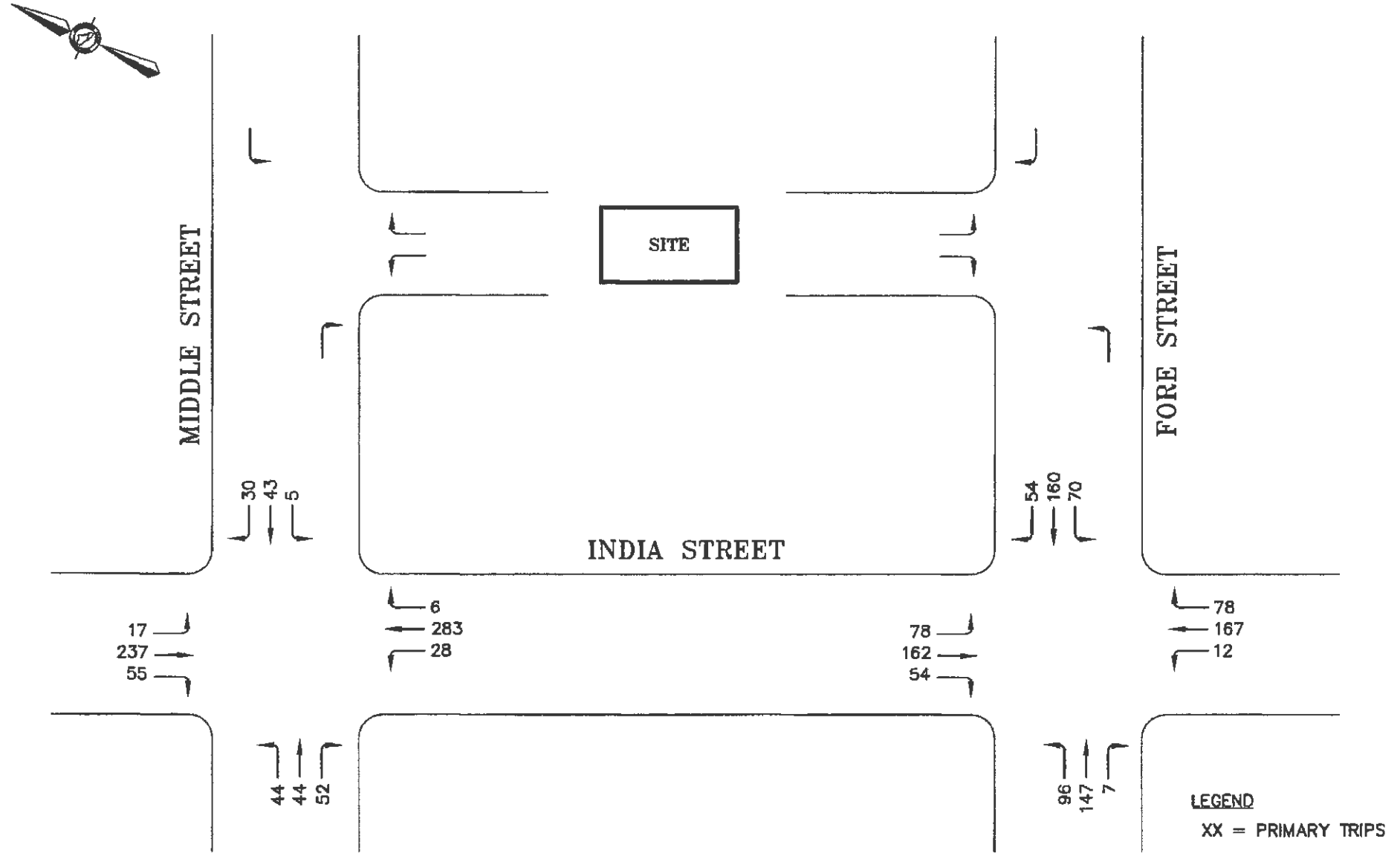
2014 DESIGN HOUR TRAFFIC
AM PEAK HOUR
FIGURE 1

PROPOSED MIXED USE DEVELOPMENT
INDIA STREET, PORTLAND, MAINE

DATE: FEBRUARY 5, 2015

FIGURE: 1

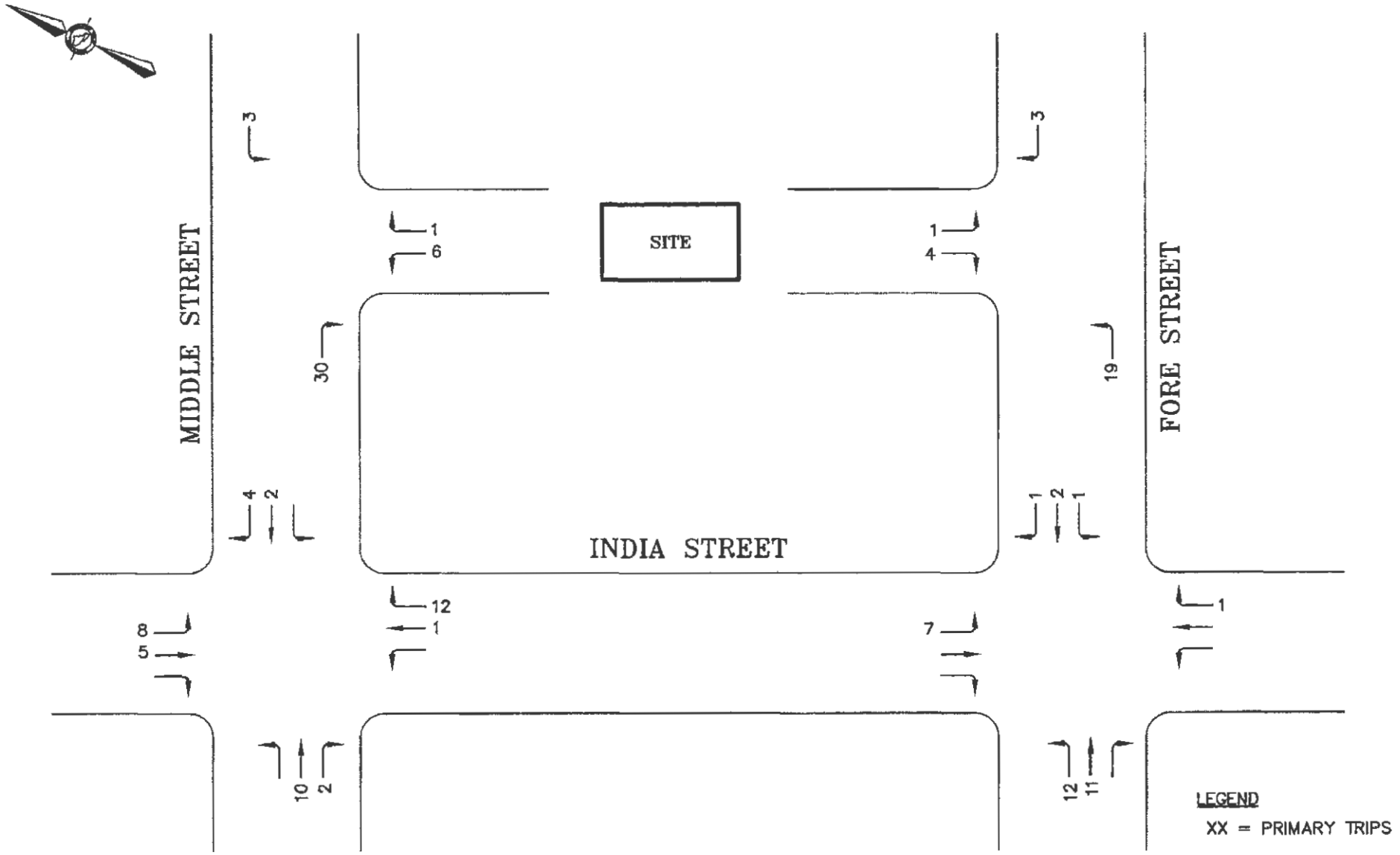
TRAFFIC SOLUTIONS



2014 DESIGN HOUR TRAFFIC
PM PEAK HOUR
FIGURE 2

D:\LAND PROJECTS\34000\34399 TRAFFIC SOLUTIONS\INDIA STREET\PLANSET\INDIA STREET.DWG

PROPOSED MIXED USE DEVELOPMENT INDIA STREET, PORTLAND, MAINE	TRAFFIC SOLUTIONS 225 BANCROFT STREET, PORTLAND, MAINE 04102-1730
DATE: FEBRUARY 5, 2015	FIGURE: 2

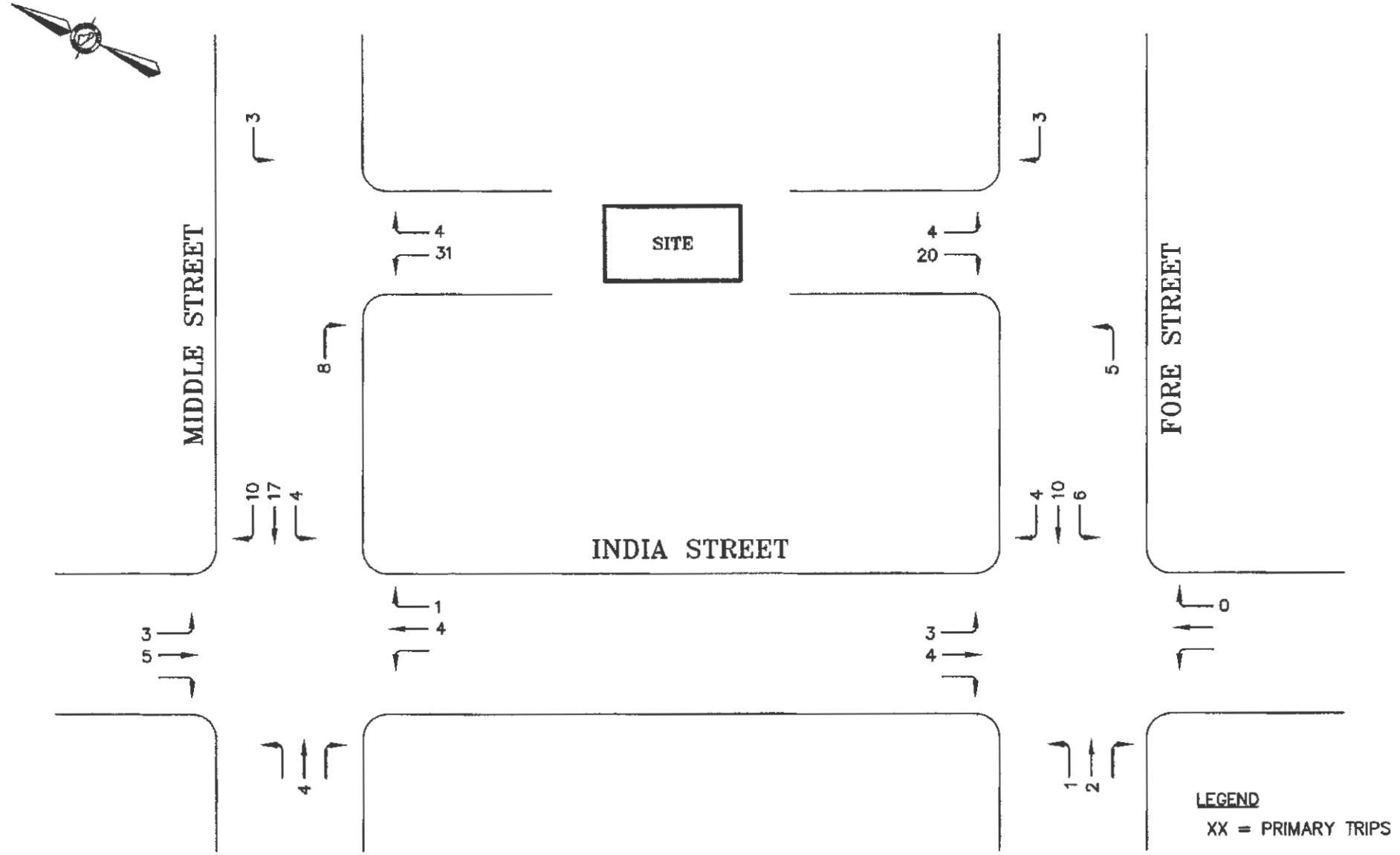


SITE TRAFFIC ASSIGNMENTS
AM PEAK HOUR
FIGURE 3

D:\LAND PROJECTS\34000\34399 TRAFFIC SOLUTIONS\INDIA STREET\PLANSET\INDIA STREET.DWG

PROPOSED MIXED USE DEVELOPMENT
INDIA STREET, PORTLAND, MAINE
DATE: FEBRUARY 5, 2015
FIGURE: 3

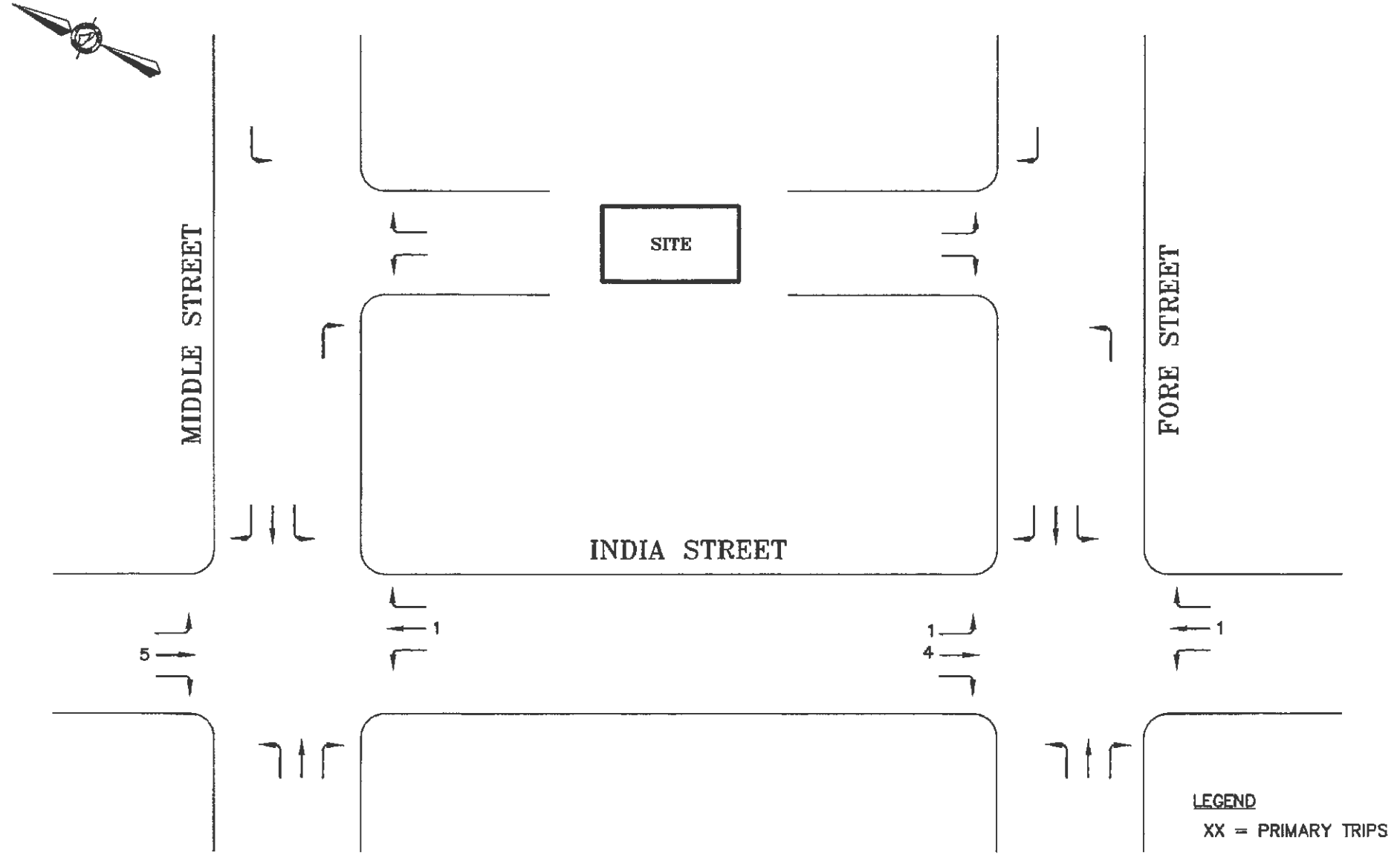
TRAFFIC SOLUTIONS
235 MARGINAL STREET, PORTLAND, MAINE 04102-1730



SITE TRAFFIC ASSIGNMENTS
PM PEAK HOUR
FIGURE 4

E:\LAND PROJECTS\34000\34369 TRAFFIC SOLUTIONS\INDIA STREET\PLANSET\INDIA STREET.DWG

PROPOSED MIXED USE DEVELOPMENT INDIA STREET, PORTLAND, MAINE	TRAFFIC SOLUTIONS 235 BANCROFT STREET, PORTLAND, MAINE 04102-1730
DATE: FEBRUARY 5, 2015	FIGURE: 4



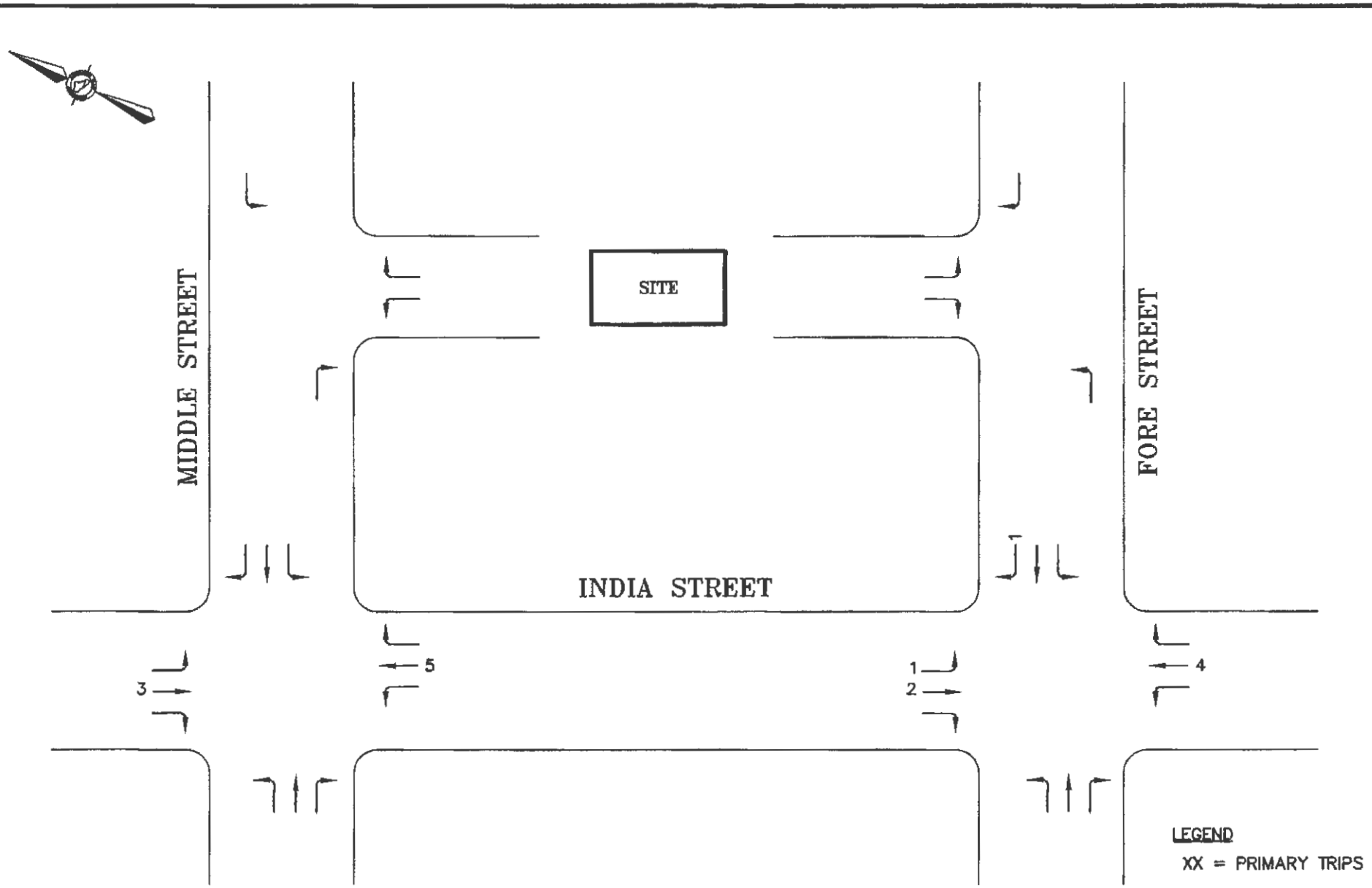
OTHER DEVELOPMENT TRAFFIC
AM PEAK HOUR
FIGURE 5

E:\LAND PROJECTS\34000\34389 TRAFFIC SOLUTIONS\INDIA STREET\PLANSET\INDIA STREET.DWG

PROPOSED MIXED USE DEVELOPMENT
INDIA STREET, PORTLAND, MAINE

DATE: FEBRUARY 9, 2015 | FIGURE: 5

TRAFFIC SOLUTIONS
225 BANCROFT STREET, PORTLAND, MAINE 04102-1720



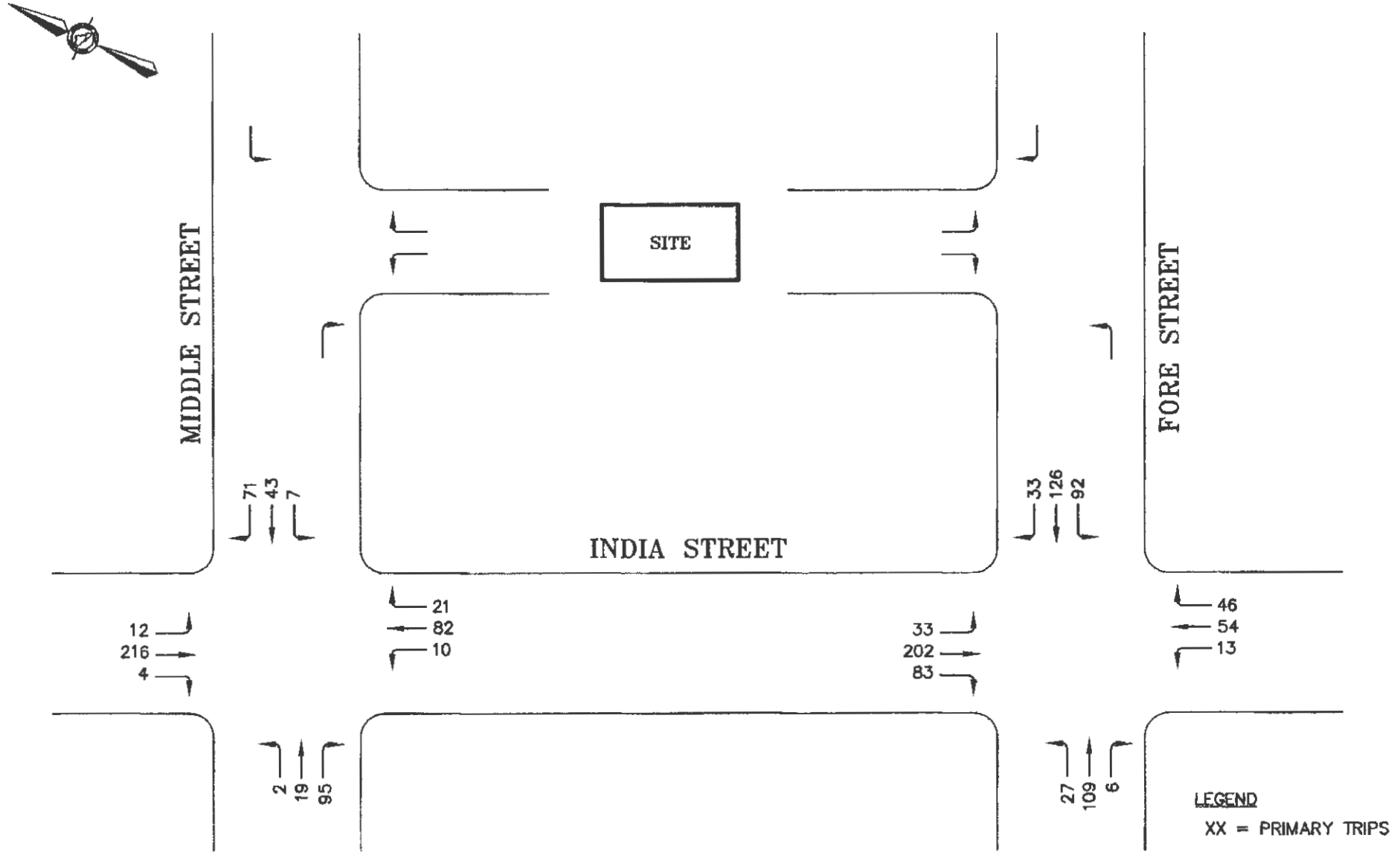
OTHER DEVELOPMENT TRAFFIC
PM PEAK HOUR
FIGURE 6

E:\LAND PROJECTS\34000\34000 TRAFFIC SOLUTIONS\INDIA STREET\PLANSET\INDIA STREET.DWG

PROPOSED MIXED USE DEVELOPMENT
INDIA STREET, PORTLAND, MAINE

DATE: FEBRUARY 5, 2015 | FIGURE: 6

TRAFFIC SOLUTIONS
235 BANCROFT STREET, PORTLAND, MAINE 04102-1730



2016 PRE-DEVELOPMENT TRAFFIC
AM PEAK HOUR
FIGURE 7

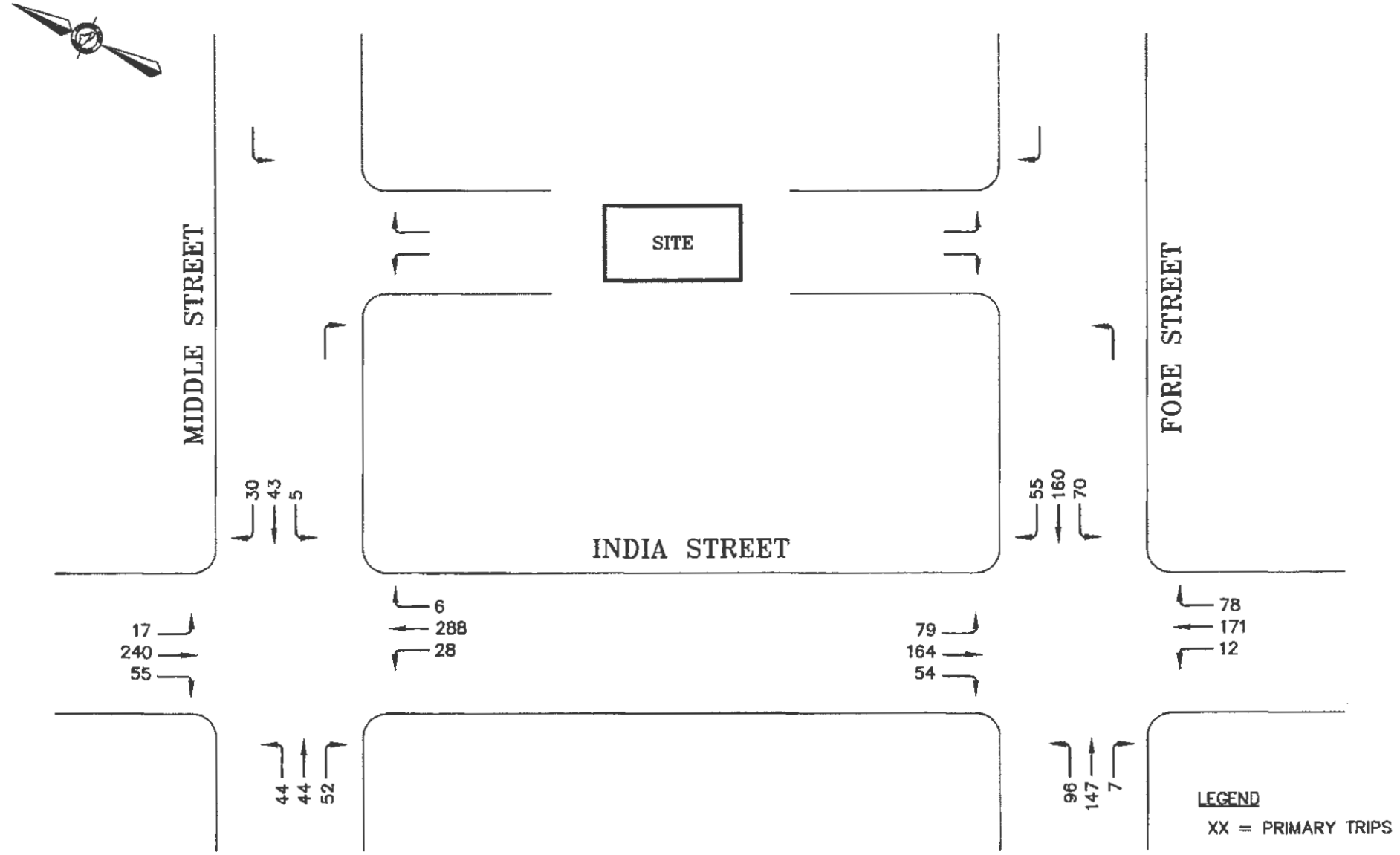
E:\LAND PROJECTS\J4000\J4309 TRAFFIC SOLUTIONS\INDIA STREET\PLANSET\INDIA STREET.DWG

PROPOSED MIXED USE DEVELOPMENT
INDIA STREET, PORTLAND, MAINE

DATE: FEBRUARY 5, 2015

FIGURE: 7

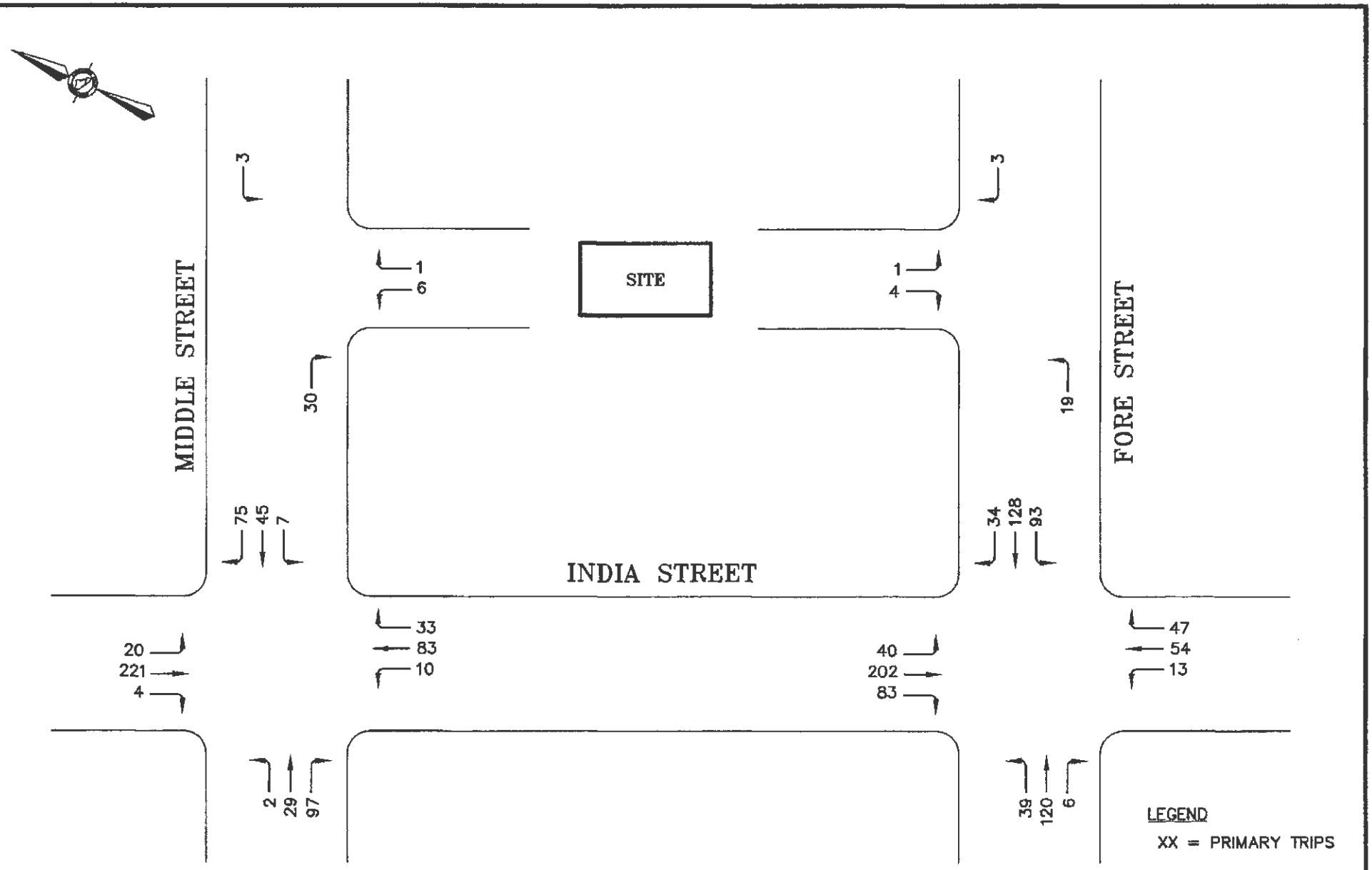
TRAFFIC SOLUTIONS
235 BANCROFT STREET, PORTLAND, MAINE 04102-1730



2016 PRE-DEVELOPMENT TRAFFIC
PM PEAK HOUR
FIGURE 8

PROPOSED MIXED USE DEVELOPMENT
INDIA STREET, PORTLAND, MAINE
DATED FEBRUARY 3, 2015
FIGURE: 8

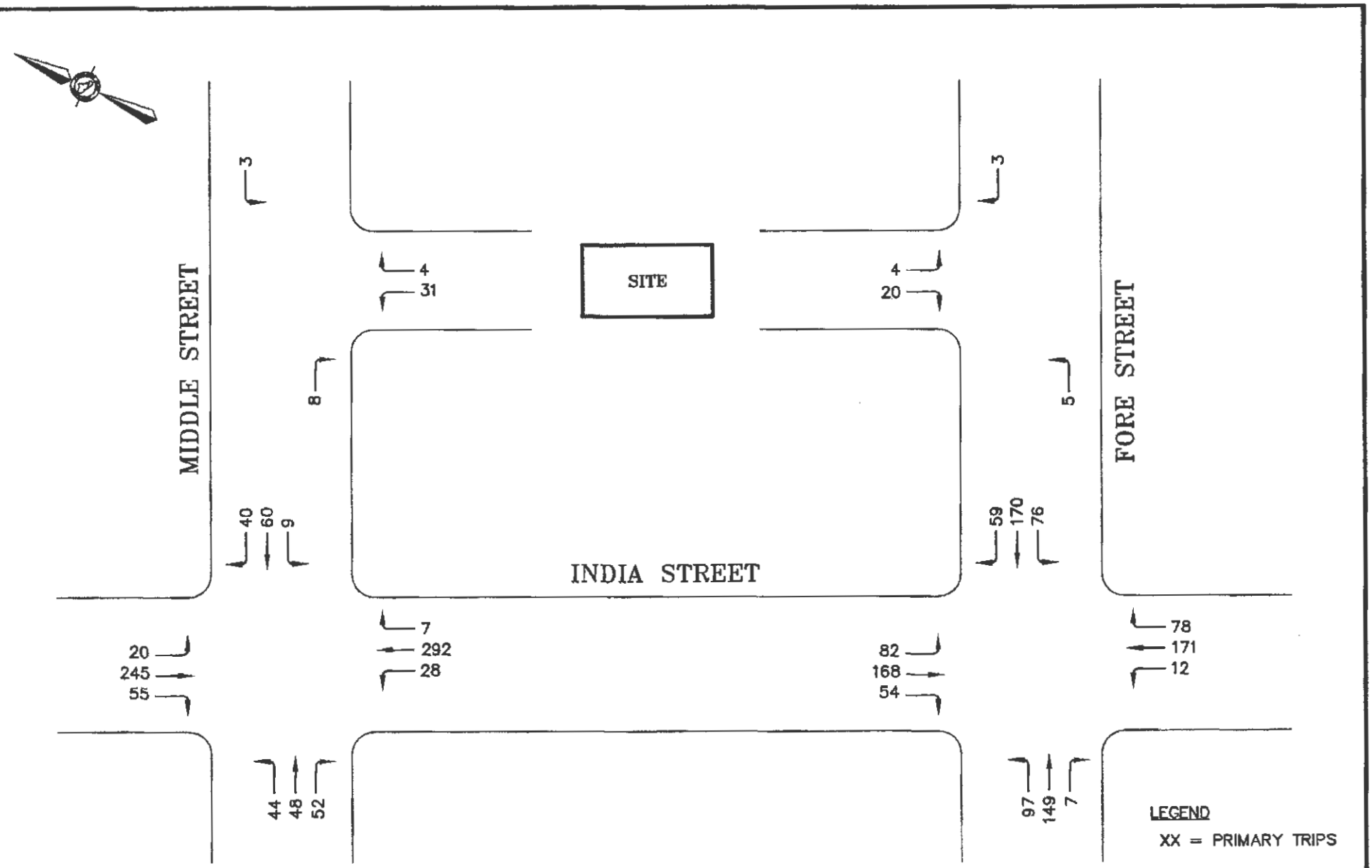
TRAFFIC SOLUTIONS
235 BANCROFT STREET, PORTLAND, MAINE 04102-1730



2016 POST-DEVELOPMENT TRAFFIC
AM PEAK HOUR
FIGURE 9

E:\LAND PROJECTS\34000\34388 TRAFFIC SOLUTIONS\INDIA STREET\PLANSET\INDIA STREET.DWG

PROPOSED MIXED USE DEVELOPMENT INDIA STREET, PORTLAND, MAINE	TRAFFIC SOLUTIONS 235 HANCOCK STREET, PORTLAND, MAINE 04102-1730
DATE: FEBRUARY 9, 2015	FIGURE: 9



2016 POST-DEVELOPMENT TRAFFIC
PM PEAK HOUR
FIGURE 10

E:\LAND PROJECTS\J4000\J4398 TRAFFIC SOLUTIONS\INDIA STREET\PLANSET\INDIA STREET.DWG

PROPOSED MIXED USE DEVELOPMENT INDIA STREET, PORTLAND, MAINE	TRAFFIC SOLUTIONS 239 BANCROFT STREET, PORTLAND, MAINE 04102-1736
DATE: FEBRUARY 5, 2015	FIGURE: 10

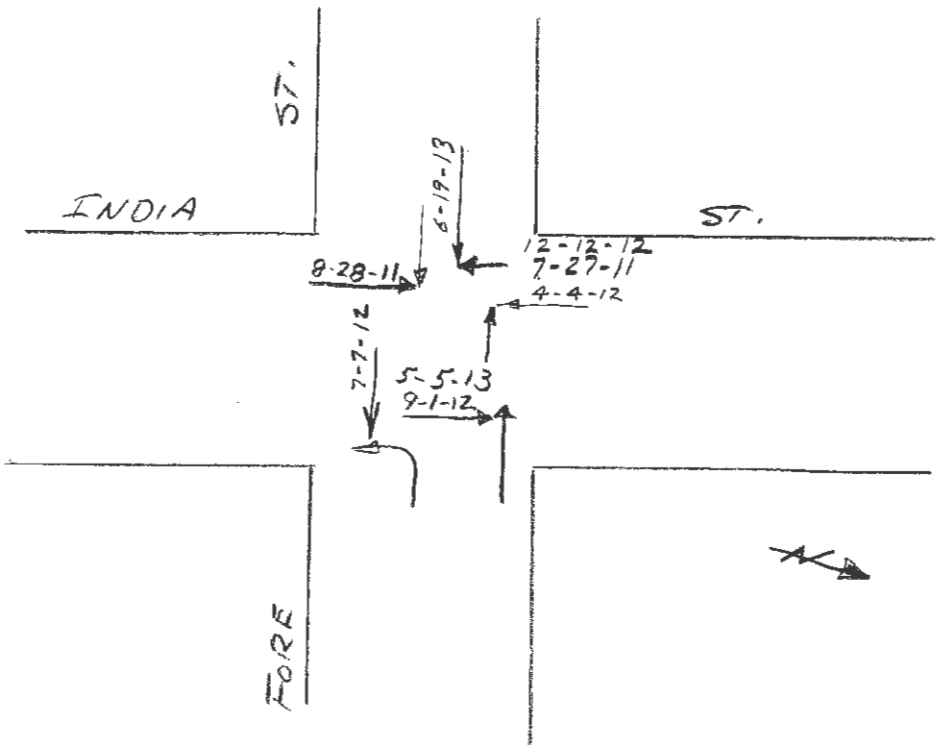
COLLISION DIAGRAM

SHEET 1 OF 2

LOCATION INDIA & FORE STREETS

TOWN PORTLAND NODE NO(S) 18822

YEARS REVIEWED 2011-2013 DATE PREPARED 1-30-2015



CRITICAL RATE FACTOR _____ EQUIV. PROP. DAMAGE ACC/YEAR _____ ACC/MEV _____

LIGHT
1. DAWN (MORNING) 2. DAYLIGHT 3. DUSK (EVENING)
4. DARK (ST. LIGHTS ON) 5. DARK (NO ST. LIGHTS) 6. DARK (ST. LIGHTS OFF)
7. OTHER

ROAD SURFACE
1. DRY 2. WET 3. SNOW/SLUSH-SANDED
4. ICE/PACKED SNOW-SANDED 5. MUDDY 6. DEBRIS
7. OILY 8. SNOW/SLUSH-NOT SANDED 9. ICE-PKD. SNOW-NOT SANDED
10. OTHER

APPARENT CONTRIBUTING FACTORS - HUMAN
1. NO IMPROPER ACTION 2. FAIL TO YLD. RIGHT OF WAY 3. ILLEGAL UNSAFE SPEED
4. FOLLOW TOO CLOSE 5. DISREGARD TRAFFIC CONTROL DEVICE
6. DRIVING LEFT OF CENTER-NO PASSING 7. IMPROPER PASS-OVERTAKING
8. IMP. UNSAFE LANE CHANGE 9. IMP. PARKING START/STOP 10. IMPROPER TURN
11. UNSAFE BACKING 12. NO SIGNAL OR IMP. SIGNAL 13. IMPEDING TRAFFIC
14. DRIVER INATTENTION-DISTRACTION 15. DRIVER INEXPERIENCE
16. PEDEST. VIOLATION ERROR 17. PHYSICAL IMPAIRMENT 18. VISION OBSCURED-WINDSHIELD GLASS
19. VISION OBSCURED-SUN/HEADLIGHTS
20. OTHER VISION OBSCUREMENT 30. OTHER HUMAN VIOLATION FACTOR
31. HIT AND RUN 51. UNKNOWN

- VEHICULAR
41. DEFECTIVE BRAKES 42. DEFECTIVE TIRE/FAILURE 43. DEFECTIVE LIGHTS
44. DEFECTIVE SUSPENSION OR FACTOR 45. DEFECTIVE STEERING 50. OTHER VEHICLE DEFECT
51. UNKNOWN

SYMBOLS
ANGLE, PEDESTRIAN [P], FATAL ACCIDENT
BACKING, REAR END
FIXED OBJECT, SIDE SWIPE, VEHICLE (MOVING)
HEAD ON, TURNING MOVE, BICYCLE [B]
OVERTURN, CHANGE LANE, ANIMAL [A]
PARKED VEHICLE, OUT OF CONTROL, SLED [S]

WEATHER
C = CLEAR F = FOG R = RAIN
SL = SLEET S = SNOW CL = CLOUDY
XW = CROSS WINDS

INJURIES
K = FATAL B = NON-INCAPACITATING
A = INCAPACITATING C = POSSIBLE INJURY

S:/STREETS/COLLISION DIAGRAM.DWG

COLLISION DIAGRAM

LOCATION India & Fore Streets

TOWN Portland NODE NO(S) 18822

YEARS REVIEWED 2011 - 2013 DATE PREPARED 1-30-2015

REPORT NO.	DATE	TIME	INJURIES K	A	B	C	LIGHT	ROAD SURFACE	ACF	OTHER
12-000809	4-4-12	9:19					2	1	2	
12-001633	7-7-12	14:30					2	1	10	
12-002429	9-1-12	11:36					2	1	2	
12-003149	12-12-12	11:04					2	1	2	
11-2149	7-27-11	17:55					2	1	2	
11-002468	8-28-11	1:20				1	4	2	2	
13-1345	5-5-13	20:45				1	4	1	2, 5	
13-001738	6-19-13	7:58					2	1	2, 5	

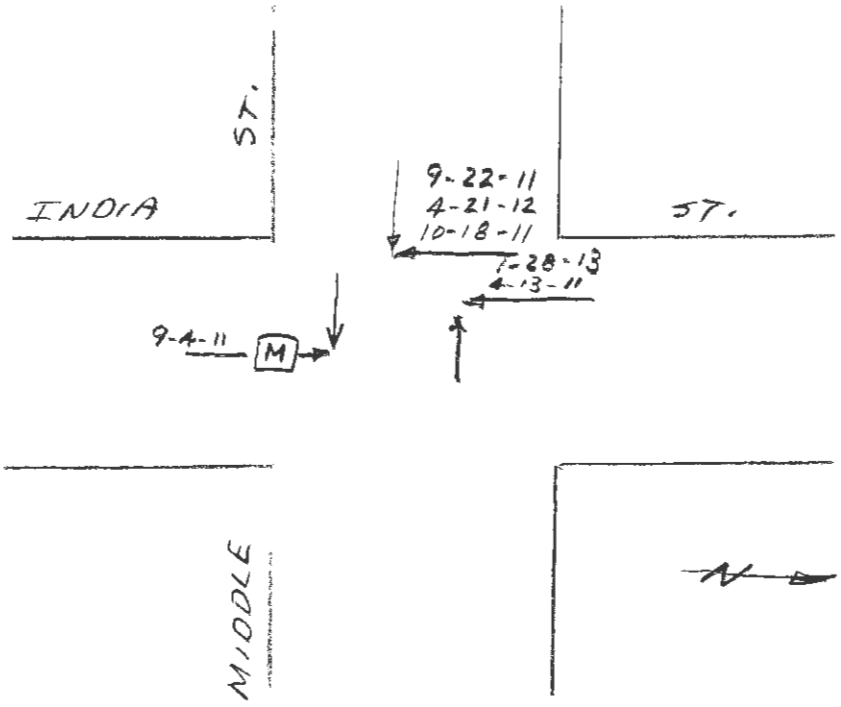
COLLISION DIAGRAM

SHEET 1 OF 2

LOCATION INDIA & MIDDLE STREETS

TOWN PORTLAND NODE NO(S) 18817

YEARS REVIEWED 2011 - 2013 DATE PREPARED 1-30-2015



CRITICAL RATE FACTOR _____ EQUIV. PROP. DAMAGE ACC/YEAR _____ ACC/MEV _____

LIGHT
1. DAWN (MORNING) 2. DAYLIGHT 3. DUSK (EVENING)
4. DARK (ST. LIGHTS ON) 5. DARK (NO ST. LIGHTS) 6. DARK (ST. LIGHTS OFF)
7. OTHER

ROAD SURFACE
1. DRY 2. WET 3. SNOW/SLUSH-SANDED
4. ICE/PACKED SNOW-SANDED 5. MUDDY 6. DEBRIS
7. OILY 8. SNOW/SLUSH-NOT SANDED 9. ICE-PKD. SNOW-NOT SANDED
10. OTHER

APPARENT CONTRIBUTING FACTORS - HUMAN
1. NO IMPROPER ACTION 2. FAIL TO YLD. RIGHT OF WAY 3. ILLEGAL UNSAFE SPEED
4. FOLLOW TOO CLOSE 5. DISREGARD TRAFFIC CONTROL DEVICE
6. DRIVING LEFT OF CENTER-NO PASSING 7. IMPROPER PASS-OVERTAKING
8. IMP. UNSAFE LANE CHANGE 9. IMP. PARKING START/STOP 10. IMPROPER TURN
11. UNSAFE BACKING 12. NO SIGNAL OR IMP. SIGNAL 13. IMPEDING TRAFFIC
14. DRIVER INATTENTION-DISTRACTION 15. DRIVER INEXPERIENCE
16. PEDEST. VIOLATION ERROR 17. PHYSICAL IMPAIRMENT 18. VISION OBSCURED-WINDSHIELD GLASS
19. VISION OBSCURED-SUN/HEADLIGHTS
20. OTHER VISION OBSCUREMENT 30. OTHER HUMAN VIOLATION FACTOR
31. HIT AND RUN 51. UNKNOWN

- VEHICULAR
41. DEFECTIVE BRAKES 42. DEFECTIVE TIRE/FAILURE 43. DEFECTIVE LIGHTS
44. DEFECTIVE SUSPENSION OR FACTOR 45. DEFECTIVE STEERING 50. OTHER VEHICLE DEFECT
51. UNKNOWN

SYMBOLS

ANGLE	→	PEDESTRIAN	→P	FATAL ACCIDENT	●
BACKING	⇢	REAR END	→|		
FIXED OBJECT	→□	SIDE SWIPE	⇉	VEHICLE (MOVING)	→
HEAD ON	→←	TURNING MOVE	↱	BICYCLE	--B
OVERTURN	→○	CHANGE LANE	⇗	ANIMAL	--A
PARKED VEHICLE	▨	OUT OF CONTROL	⇝	SLED	--S

WEATHER
C = CLEAR F = FOG R = RAIN
SL = SLEET S = SNOW CL = CLOUDY
XW = CROSS WINDS

INJURIES
K = FATAL B = NON-INCAPACITATING
A = INCAPACITATING C = POSSIBLE INJURY

S:\SHEETS\COLLISION DIAGRAM.DWG

COLLISION DIAGRAM

LOCATION INDIA & MIDDLE STS.

TOWN PORTLAND NODE NO(S) 18817

YEARS REVIEWED 2011-2013 DATE PREPARED 1-30-2015

REPORT NO.	DATE	TIME	INJURIES K	A	B	C	LIGHT	ROAD SURFACE	ACF	OTHER
11-0001132	4-13-11	16:20					2	2	2	
11-2539	9-4-11	17:25				1	2	1	2	
11-002947	10-18-11	12:37					2	1	2	
12-931	4-21-12	21:59					4	1	2, 5	
11-002702	9-22-11	17:35					2	2	2	
13-334	1-28-13	13:13					2	1	2	

Maine Department Of Transportation - Traffic Engineering, Crash Records Section

Crash Summary Report

Report Selections and Input Parameters

REPORT SELECTIONS

☑ Crash Summary I ☑ Section Detail ☑ Crash Summary II ☐ 1320 Public ☐ 1320 Private ☐ 1320 Summary

REPORT DESCRIPTION

Middle St

REPORT PARAMETERS

Year 2011, Start Month 1 through Year 2013 End Month: 12

Route: **0560505**	Start Node: **18817**	Start Offset: **0**	☐ **Exclude First Node**
	End Node: **18818**	End Offset: **0**	☐ **Exclude Last Node**

Crash Summary I

Nodes

Node	Route - MP	Node Description	U/R	Total Crashes	Injury Crashes K	A	B	C	PD	Percent Injury	Annual M Ent-Veh	Crash Rate	Critical Rate	CRF
18817	0560505 - 0.40	Int of INDIA ST MIDDLE ST	2	6	0	0	0	1	5	16.7	2.083	0.96	0.45	2.15
												Statewide Crash Rate:	0.14	
18818	0560505 - 0.48	0509238 POR,HANCOCK,MIDDLE ST.	2	0	0	0	0	0	0	0.0	0.256	0.00	0.59	0.00
												Statewide Crash Rate:	0.14	
Study Years:	3.00	**NODE TOTALS:**		6	0	0	0	1	5	16.7	2.339	0.86	0.43	1.97

Crash Summary I

Sections

Start Node	End Node	Element	Offset Begin - End	Route - MP	Section Length	U/R	Total Crashes	Injury Crashes K	A	B	C	PD	Percent Injury	Annual HMVM	Crash Rate	Critical Rate	CRF
18817	18818	194423	0 - 0.08	0560505 - 0.40	0.08	2	0	0	0	0	0	0	0.0	0.00030	0.00	1390.88	0.00
Int of INDIA ST MIDDLE ST				RD INV 05 60505											Statewide Crash Rate: 346.73		
Study Years: 3.00				**Section Totals:**	0.08		0	0	0	0	0	0	0.0	0.00030	0.00	1390.93	0.00
				Grand Totals:	0.08		6	0	0	0	1	5	16.7	0.00030	6688.78	1710.20	3.91

Maine Department Of Transportation - Traffic Engineering, Crash Records Section

Crash Summary Report

Report Selections and Input Parameters

REPORT SELECTIONS

☑ Crash Summary I ☑ Section Detail ☑ Crash Summary II ☐ 1320 Public ☐ 1320 Private ☐ 1320 Summary

REPORT DESCRIPTION

India St

REPORT PARAMETERS

Year 2011, Start Month 1 through Year 2013 End Month: 12

Route: **0561000**	Start Node: **18817**	Start Offset: **0**	☐ **Exclude First Node**
	End Node: **18822**	End Offset: **0**	☐ **Exclude Last Node**

Crash Summary I

Nodes

Node	Route - MP	Node Description	U/R	Total Crashes	Injury Crashes K	A	B	C	PD	Percent Injury	Annual M Ent-Veh	Crash Rate	Critical Rate	CRF
18817	0561000 - 0.18	Int of INDIA ST MIDDLE ST	2	6	0	0	0	1	5	16.7	2.083	0.96	0.45	2.15
												Statewide Crash Rate:	0.14	
18822	0561000 - 0.23	Int of FORE ST INDIA ST	2	8	0	0	0	2	6	25.0	3.357	0.79	0.39	2.02
												Statewide Crash Rate:	0.14	
Study Years:	3.00	**NODE TOTALS:**		14	0	0	0	3	11	21.4	5.440	0.86	0.35	2.46

Crash Summary I

Sections

Start Node	End Node	Element	Offset Begin - End	Route - MP	Section Length	U/R	Total Crashes	Injury Crashes K	A	B	C	PD	Percent Injury	Annual HMVM	Crash Rate	Critical Rate	CRF
18817	18822	3106813	0 - 0.05	0561000 - 0.18	0.05	2	1	0	0	0	0	1	0.0	0.00083	402.22	690.78	0.00
Int of INDIA ST MIDDLE ST				RD INV 05 61000											Statewide Crash Rate: 186.45		
Study Years: 3.00				**Section Totals:**	0.05		1	0	0	0	0	1	0.0	0.00083	402.22	690.79	0.58
				Grand Totals:	0.05		15	0	0	0	3	12	20.0	0.00083	6033.31	959.84	6.29

Maine Department Of Transportation - Traffic Engineering, Crash Records Section

Crash Summary Report

Report Selections and Input Parameters

REPORT SELECTIONS

☑ Crash Summary I ☑ Section Detail ☑ Crash Summary II ☐ 1320 Public ☐ 1320 Private ☐ 1320 Summary

REPORT DESCRIPTION

Fore St

REPORT PARAMETERS

Year 2011, Start Month 1 through Year 2013 End Month: 12

Route: **0560286**	Start Node: **18820**	Start Offset: **0**	☐ **Exclude First Node**
	End Node: **18822**	End Offset: **0**	☐ **Exclude Last Node**

Crash Summary I

Nodes

Node	Route - MP	Node Description	U/R	Total Crashes	Injury Crashes K	A	B	C	PD	Percent Injury	Annual M Ent-Veh	Crash Rate	Critical Rate	CRF
18820	0560286 - 0.28	Int of FORE ST, MOUNTFORT ST	2	0	0	0	0	0	0	0.0	1.861	0.00	0.43	0.00
												Statewide Crash Rate:	0.13	
18822	0560286 - 0.45	Int of FORE ST INDIA ST	2	8	0	0	0	2	6	25.0	3.357	0.79	0.39	2.02
												Statewide Crash Rate:	0.14	
Study Years:	3.00	**NODE TOTALS:**		8	0	0	0	2	6	25.0	5.218	0.51	0.35	1.48

Crash Summary I

Sections

Start Node	End Node	Element	Offset Begin - End	Route - MP	Section Length	U/R	Total Crashes	Injury Crashes K	A	B	C	PD	Percent Injury	Annual HMVM	Crash Rate	Critical Rate	CRF
18820	18822	3106815	0 - 0.17	0560286 - 0.28	0.17	2	6	0	0	1	3	2	66.7	0.00304	657.80	428.36	1.54
Int of FORE ST, MOUNTFORT ST				RD INV 05 60286											Statewide Crash Rate: 151.35		
Study Years: 3.00				**Section Totals:**	0.17		6	0	0	1	3	2	66.7	0.00304	657.80	428.36	1.54
				Grand Totals:	0.17		14	0	0	1	5	8	42.9	0.00304	1534.86	627.18	2.45

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	7:25	7:25	7:25	7:25	7:25	7:25
End Time	8:30	8:30	8:30	8:30	8:30	8:30
Total Time (min)	65	65	65	65	65	65
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1
Vehs Entered	949	1006	998	978	967	980
Vehs Exited	953	1006	998	982	956	979
Starting Vehs	8	9	8	8	1	6
Ending Vehs	4	9	8	4	12	6
Travel Distance (mi)	103	109	109	107	105	106
Travel Time (hr)	6.8	7.1	7.1	7.0	6.7	6.9
Total Delay (hr)	2.1	2.2	2.2	2.2	2.1	2.2
Total Stops	1043	1119	1108	1089	1047	1081
Fuel Used (gal)	5.1	5.4	5.4	5.3	5.1	5.3

Interval #0 Information Seeding

Start Time	7:25
End Time	7:30
Total Time (min)	5

Volumes adjusted by Growth Factors.
No data recorded this interval.

Interval #1 Information Recording

Start Time	7:30
End Time	8:30
Total Time (min)	60

Volumes adjusted by Growth Factors.

Run Number	1	2	3	4	5	Avg
Vehs Entered	949	1006	998	978	967	980
Vehs Exited	953	1006	998	982	956	979
Starting Vehs	8	9	8	8	1	6
Ending Vehs	4	9	8	4	12	6
Travel Distance (mi)	103	109	109	107	105	106
Travel Time (hr)	6.8	7.1	7.1	7.0	6.7	6.9
Total Delay (hr)	2.1	2.2	2.2	2.2	2.1	2.2
Total Stops	1043	1119	1108	1089	1047	1081
Fuel Used (gal)	5.1	5.4	5.4	5.3	5.1	5.3

1: India & Middle Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.2	0.2	0.0	0.2	0.1
Total Del/Veh (s)	4.9	5.3	1.6	0.6	2.7

2: India & Fore Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.2	0.3	0.1	0.0	0.1
Total Del/Veh (s)	5.9	6.2	4.9	6.0	5.9

Total Network Performance

Denied Del/Veh (s)	0.2
Total Del/Veh (s)	7.7

Intersection: 1: India & Middle

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	88	76	27	34
Average Queue (ft)	42	39	3	2
95th Queue (ft)	69	61	20	18
Link Distance (ft)	196	224	198	202
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 2: India & Fore

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	75	99	68	113
Average Queue (ft)	41	54	36	57
95th Queue (ft)	68	84	59	90
Link Distance (ft)	192	217	210	198
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Network Summary

Network wide Queuing Penalty: 0

Summary of All Intervals

Run Number	2	3	4	5	7	Avg
Start Time	6:55	6:55	6:55	6:55	6:55	6:55
End Time	8:00	8:00	8:00	8:00	8:00	8:00
Total Time (min)	65	65	65	65	65	65
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1
Vehs Entered	1024	1080	982	1016	1087	1035
Vehs Exited	1028	1076	985	1010	1089	1037
Starting Vehs	9	7	12	6	13	6
Ending Vehs	5	11	9	12	11	10
Travel Distance (mi)	110	117	107	110	117	112
Travel Time (hr)	7.6	8.3	7.4	7.6	8.4	7.9
Total Delay (hr)	2.6	2.9	2.5	2.6	3.0	2.7
Total Stops	1101	1171	1060	1095	1193	1124
Fuel Used (gal)	5.6	5.9	5.4	5.4	6.0	5.7

Interval #0 Information Seeding

Start Time	6:55
End Time	7:00
Total Time (min)	5

Volumes adjusted by Growth Factors.
No data recorded this interval.

Interval #1 Information Recording

Start Time	7:00
End Time	8:00
Total Time (min)	60

Volumes adjusted by Growth Factors.

Run Number	2	3	4	5	7	Avg
Vehs Entered	1024	1080	982	1016	1087	1035
Vehs Exited	1028	1076	985	1010	1089	1037
Starting Vehs	9	7	12	6	13	6
Ending Vehs	5	11	9	12	11	10
Travel Distance (mi)	110	117	107	110	117	112
Travel Time (hr)	7.6	8.3	7.4	7.6	8.4	7.9
Total Delay (hr)	2.6	2.9	2.5	2.6	3.0	2.7
Total Stops	1101	1171	1060	1095	1193	1124
Fuel Used (gal)	5.6	5.9	5.4	5.4	6.0	5.7

1: India & Middle Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.2	0.2	0.0	0.2	0.2
Total Del/Veh (s)	4.9	5.4	1.4	0.5	2.6

2: India & Fore Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.2	0.3	0.2	0.0	0.1
Total Del/Veh (s)	8.3	8.4	6.1	7.8	7.8

Total Network Performance

Denied Del/Veh (s)	0.2
Total Del/Veh (s)	9.2

Intersection: 1: India & Middle

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	79	86	29	55
Average Queue (ft)	41	40	2	5
95th Queue (ft)	66	65	14	28
Link Distance (ft)	196	224	198	202
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 2: India & Fore

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	116	134	84	139
Average Queue (ft)	52	62	42	68
95th Queue (ft)	90	102	70	113
Link Distance (ft)	192	217	210	198
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Network Summary

Network wide Queuing Penalty: 0

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	4:25	4:25	4:25	4:25	4:25	4:25
End Time	5:30	5:30	5:30	5:30	5:30	5:30
Total Time (min)	65	65	65	65	65	65
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1
Vehs Entered	1297	1361	1318	1321	1289	1316
Vehs Exited	1306	1368	1318	1322	1291	1322
Starting Vehs	18	18	9	10	9	11
Ending Vehs	9	11	9	9	7	6
Travel Distance (mi)	144	150	146	146	140	145
Travel Time (hr)	9.9	10.5	10.2	10.4	9.6	10.1
Total Delay (hr)	3.4	3.8	3.6	3.8	3.3	3.6
Total Stops	1283	1374	1324	1339	1286	1320
Fuel Used (gal)	7.2	7.7	7.4	7.5	7.0	7.4

Interval #0 Information Seeding

Start Time	4:25
End Time	4:30
Total Time (min)	5

Volumes adjusted by Growth Factors.
No data recorded this interval.

Interval #1 Information Recording

Start Time	4:30
End Time	5:30
Total Time (min)	60

Volumes adjusted by Growth Factors.

Run Number	1	2	3	4	5	Avg
Vehs Entered	1297	1361	1318	1321	1289	1316
Vehs Exited	1306	1368	1318	1322	1291	1322
Starting Vehs	18	18	9	10	9	11
Ending Vehs	9	11	9	9	7	6
Travel Distance (mi)	144	150	146	146	140	145
Travel Time (hr)	9.9	10.5	10.2	10.4	9.6	10.1
Total Delay (hr)	3.4	3.8	3.6	3.8	3.3	3.6
Total Stops	1283	1374	1324	1339	1286	1320
Fuel Used (gal)	7.2	7.7	7.4	7.5	7.0	7.4

1: India & Middle Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.2	0.1	0.0	0.3	0.2
Total Del/Veh (s)	8.6	8.6	1.9	0.6	3.2

2: India & Fore Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.3	0.3	0.3	0.0	0.2
Total Del/Veh (s)	8.0	8.0	7.8	7.8	7.9

Total Network Performance

Denied Del/Veh (s)	0.3
Total Del/Veh (s)	9.5

Intersection: 1: India & Middle

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	96	94	72	58
Average Queue (ft)	47	38	9	8
95th Queue (ft)	77	69	42	34
Link Distance (ft)	196	224	198	202
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 2: India & Fore

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	141	145	126	148
Average Queue (ft)	61	64	63	66
95th Queue (ft)	103	105	105	111
Link Distance (ft)	192	217	210	198
Upstream Blk Time (%)	0			
Queuing Penalty (veh)	0			
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Network Summary

Network wide Queuing Penalty: 0

Summary of All Intervals

Run Number	1	3	4	6	7	Avg
Start Time	4:25	4:25	4:25	4:25	4:25	4:25
End Time	5:30	5:30	5:30	5:30	5:30	5:30
Total Time (min)	65	65	65	65	65	65
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1
Vehs Entered	1385	1352	1353	1449	1395	1386
Vehs Exited	1394	1352	1353	1439	1400	1387
Starting Vehs	19	7	9	10	9	9
Ending Vehs	10	7	9	20	4	8
Travel Distance (mi)	151	146	147	157	153	151
Travel Time (hr)	10.5	9.7	10.0	11.1	10.7	10.4
Total Delay (hr)	4.0	3.4	3.7	4.3	4.1	3.9
Total Stops	1368	1349	1356	1446	1419	1387
Fuel Used (gal)	8.9	8.5	8.7	9.2	9.0	8.9

Interval #0 Information Seeding

Start Time	4:25
End Time	4:30
Total Time (min)	5

Volumes adjusted by Growth Factors.
No data recorded this interval.

Interval #1 Information Recording

Start Time	4:30
End Time	5:30
Total Time (min)	60

Volumes adjusted by Growth Factors.

Run Number	1	3	4	6	7	Avg
Vehs Entered	1385	1352	1353	1449	1395	1386
Vehs Exited	1394	1352	1353	1439	1400	1387
Starting Vehs	19	7	9	10	9	9
Ending Vehs	10	7	9	20	4	8
Travel Distance (mi)	151	146	147	157	153	151
Travel Time (hr)	10.5	9.7	10.0	11.1	10.7	10.4
Total Delay (hr)	4.0	3.4	3.7	4.3	4.1	3.9
Total Stops	1368	1349	1356	1446	1419	1387
Fuel Used (gal)	8.9	8.5	8.7	9.2	9.0	8.9

1: India & Middle Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.2	0.1	0.0	0.3	0.1
Total Del/Veh (s)	8.8	8.3	1.8	0.6	3.3

2: India & Fore Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.3	0.3	0.3	0.0	0.2
Total Del/Veh (s)	8.2	8.4	8.0	7.8	8.1

Total Network Performance

Denied Del/Veh (s)	0.3
Total Del/Veh (s)	9.8

Intersection: 1: India & Middle

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	125	88	64	53
Average Queue (ft)	51	42	10	6
95th Queue (ft)	87	69	39	30
Link Distance (ft)	176	224	198	202
Upstream Blk Time (%)	0			
Queuing Penalty (veh)	0			
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 2: India & Fore

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	140	153	137	138
Average Queue (ft)	63	70	64	66
95th Queue (ft)	107	119	111	108
Link Distance (ft)	192	217	210	198
Upstream Blk Time (%)		0		
Queuing Penalty (veh)		0		
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Network Summary

Network wide Queuing Penalty: 0

Summary of All Intervals

Run Number	1	2	3	5	7	Avg
Start Time	6:55	6:55	6:55	6:55	6:55	6:55
End Time	8:00	8:00	8:00	8:00	8:00	8:00
Total Time (min)	65	65	65	65	65	65
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1
Vehs Entered	1006	1026	1042	1030	1066	1033
Vehs Exited	1008	1033	1042	1023	1071	1037
Starting Vehs	7	10	8	6	12	5
Ending Vehs	5	3	8	13	7	7
Travel Distance (mi)	108	111	112	111	116	112
Travel Time (hr)	8.2	8.4	8.3	8.5	8.8	8.4
Total Delay (hr)	3.3	3.4	3.1	3.5	3.4	3.3
Total Stops	1422	1463	1471	1467	1527	1469
Fuel Used (gal)	5.9	6.1	6.0	6.0	6.3	6.0

Interval #0 Information Seeding

Start Time	6:55
End Time	7:00
Total Time (min)	5

Volumes adjusted by Growth Factors.
No data recorded this interval.

Interval #1 Information Recording

Start Time	7:00
End Time	8:00
Total Time (min)	60

Volumes adjusted by Growth Factors.

Run Number	1	2	3	5	7	Avg
Vehs Entered	1006	1026	1042	1030	1066	1033
Vehs Exited	1008	1033	1042	1023	1071	1037
Starting Vehs	7	10	8	6	12	5
Ending Vehs	5	3	8	13	7	7
Travel Distance (mi)	108	111	112	111	116	112
Travel Time (hr)	8.2	8.4	8.3	8.5	8.8	8.4
Total Delay (hr)	3.3	3.4	3.1	3.5	3.4	3.3
Total Stops	1422	1463	1471	1467	1527	1469
Fuel Used (gal)	5.9	6.1	6.0	6.0	6.3	6.0

1: India & Middle Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.2	0.2	0.0	0.3	0.2
Total Del/Veh (s)	3.9	4.4	5.5	6.0	5.1

2: India & Fore Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.2	0.3	0.2	0.0	0.1
Total Del/Veh (s)	7.9	8.8	6.1	9.2	8.4

Total Network Performance

Denied Del/Veh (s)	0.2
Total Del/Veh (s)	11.3

Intersection: 1: India & Middle

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	72	70	63	90
Average Queue (ft)	37	40	35	52
95th Queue (ft)	60	61	51	77
Link Distance (ft)	196	224	198	202
Upstream Blk Time (%)				
Queuing Penalty (veh)				
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 2: India & Fore

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	97	161	78	152
Average Queue (ft)	49	68	39	64
95th Queue (ft)	80	117	65	118
Link Distance (ft)	192	217	210	198
Upstream Blk Time (%)		0		0
Queuing Penalty (veh)		0		1
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Network Summary

Network wide Queuing Penalty: 1

Summary of All Intervals

Run Number	1	2	3	4	7	Avg
Start Time	4:25	4:25	4:25	4:25	4:25	4:25
End Time	5:30	5:30	5:30	5:30	5:30	5:30
Total Time (min)	65	65	65	65	65	65
Time Recorded (min)	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1
Vehs Entered	1385	1446	1352	1353	1395	1387
Vehs Exited	1394	1449	1351	1354	1399	1389
Starting Vehs	23	17	7	10	10	12
Ending Vehs	14	14	8	9	6	9
Travel Distance (mi)	151	157	146	147	153	151
Travel Time (hr)	11.6	12.1	10.8	11.1	11.8	11.5
Total Delay (hr)	5.1	5.3	4.6	4.7	5.2	5.0
Total Stops	2010	2092	1955	1968	2056	2018
Fuel Used (gal)	9.6	10.1	9.3	9.4	9.7	9.6

Interval #0 Information Seeding

Start Time	4:25
End Time	4:30
Total Time (min)	5

Volumes adjusted by Growth Factors.
No data recorded this interval.

Interval #1 Information Recording

Start Time	4:30
End Time	5:30
Total Time (min)	60

Volumes adjusted by Growth Factors.

Run Number	1	2	3	4	7	Avg
Vehs Entered	1385	1446	1352	1353	1395	1387
Vehs Exited	1394	1449	1351	1354	1399	1389
Starting Vehs	23	17	7	10	10	12
Ending Vehs	14	14	8	9	6	9
Travel Distance (mi)	151	157	146	147	153	151
Travel Time (hr)	11.6	12.1	10.8	11.1	11.8	11.5
Total Delay (hr)	5.1	5.3	4.6	4.7	5.2	5.0
Total Stops	2010	2092	1955	1968	2056	2018
Fuel Used (gal)	9.6	10.1	9.3	9.4	9.7	9.6

1: India & Middle Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.2	0.1	0.0	0.3	0.2
Total Del/Veh (s)	5.3	5.4	7.2	6.7	6.5

2: India & Fore Performance by approach

Approach	EB	WB	NB	SB	All
Denied Del/Veh (s)	0.3	0.3	0.3	0.0	0.2
Total Del/Veh (s)	8.3	8.6	7.9	8.8	8.4

Total Network Performance

Denied Del/Veh (s)	0.3
Total Del/Veh (s)	12.6

Intersection: 1: India & Middle

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	80	66	99	137
Average Queue (ft)	44	37	50	67
95th Queue (ft)	69	59	79	106
Link Distance (ft)	176	224	198	202
Upstream Blk Time (%)				0
Queuing Penalty (veh)				0
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Intersection: 2: India & Fore

Movement	EB	WB	NB	SB
Directions Served	LTR	LTR	LTR	LTR
Maximum Queue (ft)	158	158	134	128
Average Queue (ft)	64	72	64	62
95th Queue (ft)	112	122	107	104
Link Distance (ft)	192	217	210	198
Upstream Blk Time (%)	0			
Queuing Penalty (veh)	0			
Storage Bay Dist (ft)				
Storage Blk Time (%)				
Queuing Penalty (veh)				

Network Summary

Network wide Queuing Penalty: 0

April 15, 2015

Ms. Shukria Wiar, Planner
Planning and Development Department
City of Portland, Maine
389 Congress Street
Portland, Maine 04101-3509

Subject: 16 Middle Street
Final Level III Site Plan and Subdivision Application
Letter of Response #3

Dear Ms. Wiar:

On behalf of Bateman Partners, LLC, we are pleased to provide the following responses to the Review Comments related to the Subdivision and Site Plan Application for the proposed mixed-use building at 16 Middle Street. For ease of reference we have repeated the comments in *italics*, followed by our response.

COMMENTS FROM DAVID SENUS, WOODARD & CURRAN DATED 02-26-15

Comment 1:

The Applicant had submitted a request for Ability to Serve sanitary sewer to the City Department of Public Services on March 11, 2014 and awaits response to that letter. A copy of the sewer Ability to Serve letter should be submitted to the Planning Office upon receipt.

Response:

Our office spoke to Frank Brancely at the Department of Public Services on March 24, 2015. Mr. Brancely indicated that he will send the requested Ability to Serve letter in the near future. We will provide copies of all correspondence with the Department of Public Services to the Planning Office.

Comment 2:

In accordance with Section 5 of the City of Portland Technical Manual, a Level III Site Plan project is required to submit a stormwater management plan pursuant to the regulations of MaineDEP Chapter 500 Stormwater Management Rules, including conformance with the Basic, General, and Flooding Standards. We offer the following comments:

778 Main Street, Suite 8
South Portland, ME 04106
T: 207.775.1121
F: 207.879.0896
www.fstinc.com

FAY, SPOFFORD & THORNDIKE
Offices in: Massachusetts, New Hampshire, Maine, Connecticut and New York

a) *Basic Standards: The Applicant has provided a plan, notes, and details to address erosion and sediment control requirements, inspection and maintenance requirements, and good housekeeping practices in general accordance with Appendix A, B, & C of MaineDEP Chapter 500; however, a detail and proposed location should be provided for a stabilized construction entrance.*

Response:

A stabilized construction entrance has been added to the Grading, Drainage & Erosion Control Plan on Sheet C-4.0 and a detail has been added as Detail E on Sheet C-6.2.

b) *General Standards: The Applicant has provided pollutant removal data for the cartridge filter treatment unit for managing building roof runoff (a Fabco Industries cartridge system). The proposed unit provides an acceptable means of achieving water quality treatment for the site. The location of the unit should be depicted on the plans, even if internal to the building, to document that a water quality system has been installed for the purposes of this Approval, future reviews, and inspection and maintenance of the system.*

Response:

The internal plumbing design is not complete for the proposed Middle Street building, so the locations of the cartridge filter units is still unknown. A general note has been added to the Utility Plan (Sheet C-5.0) indicating that the cartridge filters are required as part of the approval, and the locations will be added to the plans prior to construction.

c) *Flooding Standards: The Applicant has adequately demonstrated compliance with the Flooding Standard.*

Response:

No response required.

Comment 3:

The inspection and maintenance plan should include provisions for annual inspection and reporting in accordance with Chapter 32 of the City of Portland Code of Ordinances and should address MaineDEP BMP maintenance guidelines for the subsurface chamber system.

Response:

A section for the in-line storage (underground detention StormTech® Chambers and Isolator Row) has been added to the Inspection and Maintenance plan that includes provisions for annual inspection and reporting in accordance with the above referenced ordinances and guidelines. The Record Keeping section has been updated to meet Chapter 32 of the City of Portland Code of Ordinances. A copy of the revised Inspection and Maintenance Manual is included as Attachment A to this response letter.

Comment 4:

The inspection and maintenance plan should include catalogue cut sheets for the Fabco Model 10080-2 Storm Basin Cartridge Filter Unit to provide context to the maintenance description included in the plan.

Response:

The Fabco Model 10080-2 Storm Basin Cartridge Filter Unit cut sheet has been provided as Attachment B to the updated Inspection and Maintenance plan.

Comment 5:

An easement will be required for the temporary disturbance and grading work proposed on the Ocean Gateway Garage LLC site; this easement should be depicted on the Plat.

Response:

The Abutters Agreement by and between Ocean Gateway Garage LLC and Eight Middle Land Company LLC includes provisions for temporary disturbance and grading work proposed on the Ocean Gateway Garage LLC site in section II. Structural, Geotechnical and Construction Impact Mitigation. The agreement states that "the parties to this Agreement shall work cooperatively together to implement commercially reasonable construction means and methods in a manner which will minimize any materially adverse soil, structural, or geotechnical impacts to either the Ocean Gateway Garage, or the Eight Middle Project from the construction activities of the other." A copy of the Abutters Agreement is included as Attachment B to this response letter.

COMMENTS FROM DAVID MARGOLIS-PINEO DATED 02-26-15

Comment 1:

Applicant will need to execute a pedestrian access easement with the City to allow public access where the proposed sidewalk encroaches the applicant's property.

Response:

We have noted this requirement.

Comment 2:

Bike parking should be added in front of the proposed retail on Middle St. and located towards the back of the sidewalk away from the curb line.

Bike rack spacing guidelines:

- *If bike racks are located next to and parallel to the building, they shall be a minimum of 30" from the building (36" preferred). The minimum spacing between racks (on center) shall be 6'.*

- *If bike racks are located next to and perpendicular to the building, they shall be a minimum of 48" (on center) from the building (60" preferred). The minimum spacing between racks (on center) shall be 36" (48" preferred).*
- *If bike racks are placed at the curb and parallel to the curb, they shall be located a minimum of 24" from the back of curb (36" preferred). The minimum spacing between racks (on center) shall be 6'. They should be placed/spaced to avoid car doors opening based upon expected parking spacing. Bike racks may not be placed when bicycles are parked to reduce the clear sidewalk width below 5'.*

Response:

Two bicycle racks are proposed on Middle Street in front of the proposed retail uses, as suggested. The bicycle racks are shown on the Site Layout Plan (Sheet C-3.0)

Comment 3:

If the proposed build's footings encroaches the street right of way, an easement from the City will be required. A license is proposed.

Response:

We have noted this requirement.

Comment 4:

The four property corners shall have property pins set by a registered land surveyor prior to issuance of an occupancy permit.

Response:

Property pins will be set by a registered land surveyor prior to issuance of an occupancy permit.

Comment 5:

Both of the proposed cross walk ramps at the corner of Hancock and Middle Street shall meet current City of Portland standards and ADA standards. Cross walk marking in detail on Sheet C6.2 is incorrect. Please refer to Figure I-22 in the City's Technical Manual.

Response:

The two proposed sidewalk ramps are designed in accordance with current City of Portland and ADA standards. No crosswalk markings are proposed as part of this project.

Comment 6:

Grading is proposed on land owned by the Ocean Gateway Garage LLC. The applicant will be required to obtain a grading easement to do this work. A utility easement will also be required for the stormwater detention unit.

Response:

The Abutters Agreement by and between Ocean Gateway Garage LLC and Eight Middle Land Company LLC includes provisions for temporary disturbance and grading work proposed on the Ocean Gateway Garage LLC site in section II. Structural, Geotechnical and Construction Impact Mitigation. The agreement states that "the parties to this Agreement shall work cooperatively together to implement commercially reasonable construction means and methods in a manner which will minimize any materially adverse soil, structural, or geotechnical impacts to either the Ocean Gateway Garage, or the Eight Middle Project from the construction activities of the other." A copy of the Abutters Agreement is included as Attachment B to this response letter.

Comment 7:

A license agreement with the City will be required to locate the proposed planters on the Middle Street sidewalk. A license is proposed.

Response:

The previously proposed planters on the Middle Street sidewalk have been removed.

Comment 8:

Please be aware that the City of Portland requires concrete encasement around electrical conduits within the road right of way. Depth to top of encasement shall be 30".

Response:

A note has been added to Detail E on Sheet C-6.1 to specify concrete encasement around electrical conduits within the right of way.

Comment 9:

Middle Street adjacent to this project is a moratorium street. This moratorium expires in 2019. The permanent repair will require an additional grind width from what is shown.

Response:

Information gathered from the City of Portland website suggests that Middle Street was only paved between Franklin and India Streets in 2014, and the portion of Middle Street adjacent to the project is not under a moratorium.

COMMENTS FROM CAITLIN CAMERON DATED 02-26-15

Design Review Comments (red text denotes standards that require revision):

B5b Urban Commercial Business Zones:

Standard 1a:

Shared Infrastructure – Met – Project uses adjacent parking structure to meet on-site parking

requirement and building has physical connection to garage.

Response:

No response required.

Standard 1b:

Relationship to Street – Building is set close to property line on all frontages. Staff requests that landscaping shown adjacent to retail façades be removed, especially on Middle Street. Although staff recognizes the intent was to ameliorate the inability to provide street trees in these locations, staff is not in support of placing landscaping between sidewalk and active ground floor facades. A wider sidewalk and easy access to the ground floor uses are preferred. City Arborist is amenable to removing the proposed landscaping.

Response:

The landscaping adjacent to the retail façade on Middle Street has been removed on the revised project drawings.

Standard 1c:

Building Orientation – Met – Strong orientation to Middle Street is provided with retail frontage as well as principal building entrance. Visual transmittance of glass should be .7 or higher at ground floor.

Response:

No response required.

Standard 1d:

Parking Lots – Not applicable.

Response:

No response required.

COMMENTS FROM TOM ERRICO, TYLIN DATED 02-27-15

Comment 1:

I have reviewed the traffic study prepared by Bill Bray, PE and find the methods and contents to be reasonable and I have the following comments:

a. *I would like to gain a better understanding of the possible tenant types as it relates to the ground floor retail spaces. The applicant should provide information on anticipated retail uses.*

Response:

Tenant types in the ground floor retail space may be a bank, restaurant or convenience store.

b. *The applicant conducted a Multi-Way STOP sign controlled warrant analysis at the India Street/Middle Street intersection. The conclusion was that while volumes met criteria, the delay on the minor street did not meet criteria. I need to continue to review analysis at this location as it relates to traffic control and improvement needs.*

Response:

No response necessary.

c. *The applicant conducted a traffic capacity evaluation at the India Street/Fore Street intersection and concluded that excellent levels of service conditions are predicted for both existing and post-development conditions. Several years ago a traffic signal was programmed for installation, but given current conditions a traffic signal would be warranted following project completion.*

Response:

No response necessary.

d. *The India Street/Fore Street intersection is classified as a High Crash Location. I will continue to review and provide any suggested requirements.*

Response:

No response necessary.

Comment 2:

The applicant will be satisfying parking demand for the project by leasing 124 parking spaces for the Middle Street project and 44 parking spaces for the Fore Street project in the Ocean Gateway garage and this supply meets zoning requirements. The traffic study notes that 239 parking spaces will be deeded from the garage and clarification should be provided. My initial reaction is an adequate parking supply will be provided, but how parking will be integrated into a TDM Plan needs to be assessed.

Response:

A Traffic Demand Management (TDM) plan is included for review as Attachment C to this response letter.

Comment 3:

Greater detail is required for the Construction Management Plan. Specific details on how pedestrian and roadway conditions will be managed during construction.

Response:

A Construction Management Plan addressing pedestrian and roadway management is included in the plan set as Sheet C-2.3.

Comment 4:

A TDM plan shall be provided for review and comment.

Response:

A TDM plan is included for review as Attachment C to this response letter.

If you have any questions regarding these materials, please contact us.

Sincerely,

FAY, SPOFFORD & THORNDIKE

Joseph A. Laverriere, P.E.
Senior Principal Engineer

JAL/smk

Attachments

c: Nathan Bateman – Bateman Partners, LLC
David Lloyd – Archetype, PA

R:\SP-M150 India & Middle Sts\Admin\Permitting\Final Site Plan Application\Middle Street\SP-M150 2015.04.15-Wiar-Middle Street-LOR #3.docx

ATTACHMENT A

REVISED INSPECTION & MAINTENANCE MANUAL

INSPECTION AND MAINTENANCE FOR
16 MIDDLE STREET MULTI-USE COMPLEX

PREPARED FOR:

BATEMAN PARTNERS, LLC
P.O. BOX 3572
PORTLAND, MAINE 04104

PREPARED BY:

FAY, SPOFFORD & THORNDIKE
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, MAINE 04106
(207) 775-1121

JULY 2014

REVISIONS:
APRIL 2015

A. INTRODUCTION

The 16 Middle Street multi-use complex features a Fabco cartridge filter unit, Model 10080-2, located within the building. The stormwater management system must be regularly inspected and maintained to ensure that each component is performing as intended throughout its life.

B. FABCO MODEL 10080-2 STORMBASIN CARTRIDGE FILTER UNIT

Preface: The roof drain filter unit is intended to provide water quality treatment for runoff from the proposed roof surface prior to discharge into the municipal drainage system in Hancock Street Extension. Primary contaminants from the roof include bird waste, metals, dust, and related pollutants.

Inspection: The roof filter unit must be inspected to ensure proper function during rain events. Primary inspection goals include removal of debris, leaves, or related solids preventing filtering and water pass thru or blocking the internal overflow.

Maintenance: If the filter is not draining within 24 hours, the filter media shall be replaced in accordance with the manufacturer's instructions. The manufacturer StormBasin Maintenance Guide is attached hereto as Attachment A. Debris must be removed from the filter unit. With all debris removed from the StormBasin the filter cartridge(s) will be exposed at the bottom. To remove the cartridge(s) reach down into the basin and firmly grasp the plastic outer rim of the cartridge body just below the foam, twist the cartridge body counter-clock-wise about ¼ turn until it stops, and lift the cartridge straight up to remove. Insert the new StormBasin cartridge down through the hole in the base of the unit. The colored ring on the cartridge should be facing upwards. Push the cartridge all the way through the hole until it rests on the bottom. Slowly turn the cartridge in a clock-wise direction until the tabs align with the slots and the cartridge body drops about ¼' further down. Once the tabs fall through the slots, continue turning firmly in a clock-wise direction until the tabs contact the STOPS. The cartridge is now installed. A cut sheet providing details of the Fabco Model 10080-2 StormBasin Cartridge Filter Unit is attached hereto as Attachment B.

Frequency: During the first year, the unit should be inspected quarterly and following all major storm events. Thereafter, the unit should be inspected at least every 6 months. Debris and sediment buildup should be removed as needed in accordance with manufacturer's recommendations. The filter cartridges shall be replaced on an annual basis. Cartridges can be sourced from Fabco Industries, Inc., phone 631-393-6024, 66 Central Avenue Farmingdale, NY 11735.

C. IN-LINE STORAGE (UNDERGROUND DETENTION STORMTECH® CHAMBERS AND ISOLATOR ROW)

Preface: The underground storage systems for this project are StormTech® chamber systems for detention after water quality treatment units. Because of the difficulty in access for inspection and maintenance, the units will be preceded with pretreatment to remove sediment.

In-line storage systems typically have a restrictive outlet when used for detention. This outlet is a separate downstream appurtenance with orifices, weirs, and overflows.

Specific design cautions should be considered if in-line storage is used as part of a stormwater management system. In-line storage systems have multiple inspection ports that may require confined space entry.

Inspection: Inspection of in-line storage systems should follow all protocols for confined space entry. Inspections of the StormTech® isolator row and chamber system should follow the design manual specification and should include:

- Visual inspection of the isolator row for sediment through inspection ports and measurement of the depth of sediment.
- Cleanout the isolator row if accumulation of sediment exceeds a depth of 3".
- Inspection of inlets and outlets periodically for debris.
- Inspection and cleaning of catch basins and manholes upstream of the StormTech® system following local guidelines.

Maintenance: Maintenance of in-line storage systems will vary depending upon the extent of pretreatment, the nature of the receiving bodies, and the design. Leaks and damaged portions of the system should be repaired immediately upon discovery. The isolator row requires cleaning using a JetVac when sediment accumulation exceeds a depth of 3" inside the isolator row.

Maintaining Responsibility: A contract for third party maintenance needs to be established before occupancy.

Frequency: Isolator row inspections should be conducted monthly during wet weather conditions from March to November. The inlet and outlet of the in-line storage system should be checked periodically for debris. Maintenance repairs should be performed as soon as possible. Sediment should be removed from the isolator row at least annually or when sediment accumulation exceeds a depth of 3".

D. RECORD KEEPING

Records of all inspections and maintenance work accomplished must be kept and maintained to document filter operation and related site maintenance. These records should be filed and retained for a minimum 5-year time span. The filing system should be capable of ready retrieval of data for periodic reviews by the City of Portland Department of Public Services (DPS). Copies of such records should be filed with the DPS in the annual report on or before June 30th of each year with the appropriate filing fee. The annual report should include a completed and signed certification to the DPS in a form provided by DPS, certifying that the person has inspected the stormwater management systems and that they are adequately maintained and functioning as intended by the approved post-construction stormwater management plan. Records of deficiencies and corrective actions shall be provided as part of the annual report. A Typical inspection and maintenance record form is attached hereto as Attachment C.

E. CONTRACT SERVICES

In some instances or at specific times, the owner may not have the ability to conduct the required inspection and/or maintenance programs as outlined in this document. In such case, the work should be accomplished on a contractual basis with a firm or organization that has the staff and equipment to accomplish the required work.

The service contract for inspection and maintenance should be formal, well-written legal document which clearly defines the services to be provided, the contractual conditions that will apply, and detailed payment schedules. Liability insurance should be required in all contracts.

Att. C

ATTACHMENT A

Fabco StormBasin Maintenance Guide

StormBasin

Proprietary Water Quality Filter
System

Maintenance Guide

For
Middle/India Street Infill Project

Caution
Do not step, stand, sit or in any way use the StormBasin device to support your weight during the maintenance procedure.

Caution
StormBasin units may be installed into street level drain inlets. The StormBasin should be maintained by trained individuals who are familiar with all Traffic safety regulations.

StormBasin™

Maintenance Guide

Pre-installation Cleaning



The StormBasin like any other storm water remediation device requires maintenance to remain efficient as a storm water filter. Fabco Industries highly recommends inspecting the perspective catch basin storm sewer before installing a StormBasin unit and thoroughly cleaning it if necessary.

Cleaning Frequency

After installation the StormBasin requires periodic cleaning. There are no hard and fast rules in this regard. Small units and installation sites with higher than expected sediment loads or areas with significant trees and foliage require more maintenance. In general, Fabco Industries recommends cleaning out the unit(s) a minimum twice per year by removing the debris, sand and silt.

Cleaning out the StormBasin: Combination style drain inlets

Do not lift or remove the StormBasin from the grated inlet during cleaning. Be sure to follow proper road safety rules & regulations when working in the street. Begin by removing the grate from the inlet. CAUTION: Grates are extremely heavy. Some type of lifting mechanism is highly recommended. Place it carefully on the ground away from the work area.	
With the grate removed the StormBasin is available for cleaning. Do not step, stand, sit or in any way use the StormBasin to support your weight. Be sure to follow all Safety and Traffic protocols. Remove the sediment and debris from the basin. This can be done manually or with a vacuum device. Be sure you are wearing gloves, safety glasses and that traffic safety procedures are observed.	
With the debris and sediment removed the filter cartridge(s) will be visible at the bottom of the unit. We suggest removing the cartridge(s) from the StormBasin and removing any loose debris, sediment, trash from the blue foam pre-filter. (See Removing the filter Cartridge). Cartridge replacement is recommended annually.	
With the StormBasin and cartridges cleaned and re-installed the maintenance process is complete. Re-install the drain grate to complete the job.	

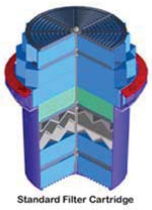
StormBasin™

Maintenance Guide

Selecting, Removing and Installing the StormBasin Cartridges

The Fabco filter cartridges used in the StormBasin product are designed primarily to capture: floating materials, sediments and suspended solids and emulsified products such as hydrocarbon compounds, dissolved heavy metals, nutrients (P&N) and pathogens (bacteria). Before ordering your cartridges make sure you select the correct type. Each cartridge type can be identified by a colored “Ring” located at the top of the cartridge.

Selecting the right cartridge(s)



Part Number	Effectiveness	Ring color code
9718-1	**Standard Cartridge** Good All-purpose cartridge for common surface runoff that may contain a little bit of everything.	Red
9718-2	**Pathogens Cartridge** 2x’s more pathogen treatment Vs. Std Cartridge. Use near sensitive water ways to keep beaches and shell fishing areas open.	Yellow
9718-3	**HV Hydrocarbon Cartridge** 25% more hydrocarbon filter media Vs Std cartridge. Excellent for vehicle or maintenance related applications.	Blue
9718-4	**HV Metals Cartridge** Uses unique FABLITE filter media for HV metals. Suggested for industrial usage where persistent HV metals have been identified in surface runoff	Grey
9718-5	**Standard short Cartridge** Reduced height version of std Cart.	Mint
9718-6	**Nutrients Cartridge** Uses proprietary FABPHOS media for nutrients. Highly effective on the critical dissolved Ortho-Phosphates. Helps reduce algae blooms keeping the water clean and healthy.	Green



StormBasin™

Maintenance Guide

Referring to the pollutant concentrations stated in the NYS stormwater design manual, the standard cartridge should be expected to last a minimum of 1 year. Fabco's special short cartridge should be replaced twice per year.

Removing the Filter Cartridge(s)

With all debris removed from the StormBasin the filter cartridge(s) will be exposed at the bottom. To remove the cartridge(s) reach down into the basin and firmly grasp the plastic outer rim of the cartridge body just below the foam. Twist the cartridge body Counter-Clock-wise about ¼ turn until it stops. Lift the cartridge straight up to remove.	

Installing new Filter Cartridge(s)

The StormBasin filter cartridge(s) install through a hole in the bottom of the collection basin. The hole has four (4) slots that accept 4 tabs molded into the underside of the cartridge body.	
Insert the StormBasin cartridge down through the hole in the base of the unit. The colored ring on the cartridge should be facing upwards. Push the cartridge all the way through the hole until it rests on the bottom. Slowly turn the cartridge in a Clock-wise direction until the Tabs align with the slots and the cartridge body drops about ¼' further down.	
Once the Tabs fall through the slots, continue turning firmly in a Clock-wise direction until the Tabs contact the STOPS. The Cartridge is now installed.	

ATTACHMENT B

Fabco Model 10080-1 StormBasin
Cartridge Filter Unit Cut Sheet

THIS DOCUMENT IS THE PROPERTY OF FABCO INDUSTRIES AND IS CONVEYED WITH THE EXPRESS CONDITION THAT IT AND THE INFORMATION CONTAINED IN IT ARE NOT TO BE USED, DISCLOSED, OR REPRODUCED IN WHOLE OR IN PART, FOR ANY PURPOSE WITHOUT THE EXPRESS WRITTEN CONSENT OF FABCO INDUSTRIES, AND THAT NO RIGHT IS GRANTED TO DISCLOSE OR SO USE ANY INFORMATION CONTAINED IN SAID DOCUMENT.

FORM FAB-D02

REVISIONS			
REV	DESCRIPTION	DATE	APPROVED
A	FIRST RELEASE	6/30/14	

NOTES:

1. WEIGHT (APPROX):
   A) EMPTY W/CARTRIDGES: 50-LB (MAX)
   B) FULL OF WATER: 1800-LB (MAX)

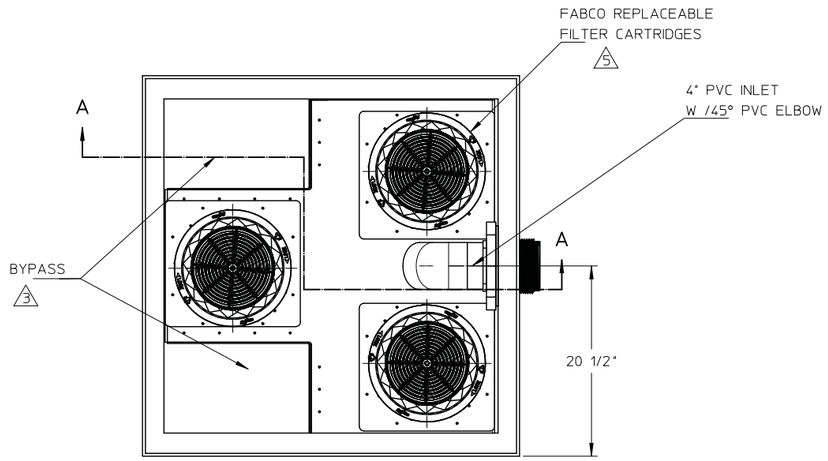
2. MATERIAL:
   A) FILTER HOUSING AND COVER: HDPE, WHITE
   B) CARTRIDGE PLATE: 5052-H32 ALUMINUM ALLOY
   C) SUPPORT HARDWARE: CRES 300 SERIES OR EQUAL

3. PERFORMANCE CHARACTERISTICS (TYP):
   A) DEBRIS CAPACITY: 11.0 CU-FT
   B) FILTERED FLOW RATE: SEE TABLE 1
   C) BYPASS FLOW RATE: 3100 GPM (6.9 CFS)

4. TYPICAL INSTALLATION: CUT DOWNSPOUT PIPE AND CONNECT THE 4" INLET AND OUTLET PIPES AS REQUIRED TO REDIRECT RAIN FLOW THROUGH THE FILTER BOX.

5. USE ONLY WITH FABCO REPLACEABLE MEDIA CARTRIDGES.

6. ALL TANK DIMENSIONS ARE REFERENCE AND VARY BY THE STANDARD ROTATIONAL MOLDING TOLERANCE OF ± 3%

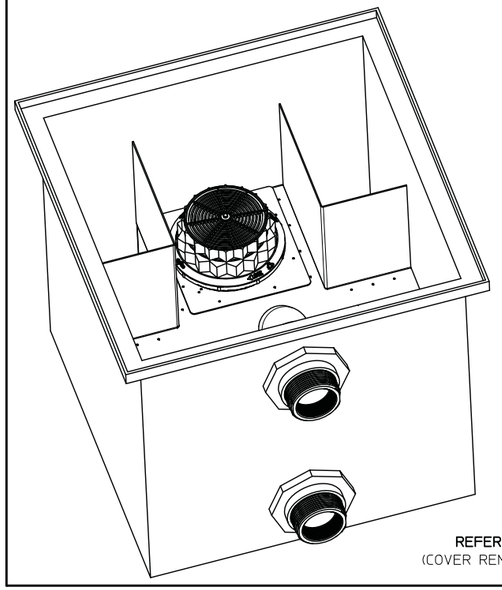


COVER REMOVED FOR CLARITY

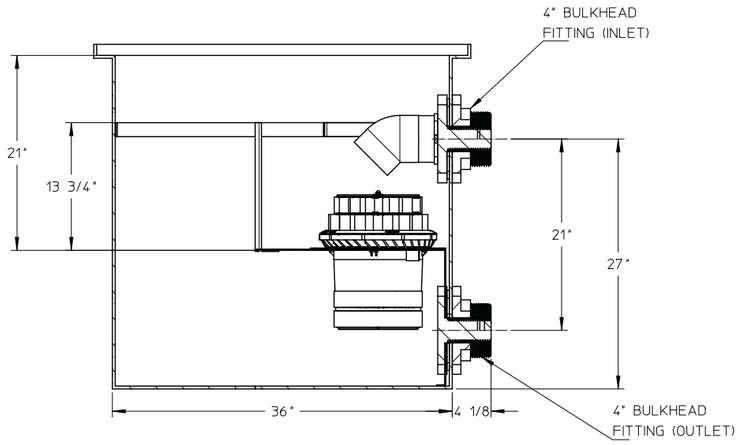
TABLE 1 3 5

ADDITIONAL CARTRIDGE DESIGNS

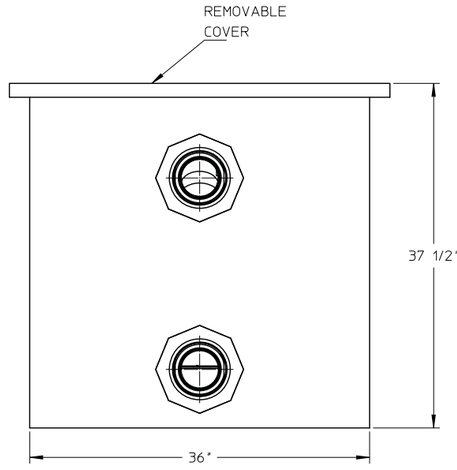
ORDER NUMBER	DESCRIPTION	COLOR CODE	FLOW RATE (TYP)
9718-1	STANDARD	RED	115 GPM (.26 CFS)
9718-2	BACTERIA	YELLOW	115 GPM (.26 CFS)
9718-3	HYDROCARBONS	BLUE	115 GPM (.26 CFS)
9718-4	HEAVY METALS	GREY	60 GPM (.13 CFS)
9718-5	STANDARD (SHORT)	MINT	115 GPM (.26 CFS)
9718-6	NUTRIENTS	GREEN	100 GPM (.22 CFS)
9718-7	HIGH FLOW	RED (MARKED)	260 GPM (.58 CFS)



REFERENCE VIEW
(COVER REMOVED FOR CLARITY)



SECTION A-A



NO	QTY	PART NUMBER	DESCRIPTION	REMARKS

BILL OF MATERIALS

UNLESS OTHERWISE SPECIFIED
REMOVE ALL BURRS
BREAK SHARP EDGES .002 - .020
FILLETS .020 MAX
DIMENSIONS ARE IN INCHES AND INCLUDE CHEMICALLY APPLIED OR PLATED FINISHES
DO NOT SCALE THIS DRAWING

TOLERANCES:
DEC .00 ± .01
DEC .000 ± .005
FRACT ± 1/16
ANGLE ± 2°
Ra FINISH 125

MATERIAL: SEE NOTES

MODEL LINK: 10080-2

APPROVALS		DATE
DWN	MS	6/30/14
CHKR		
ENGR	JP	6/30/14
APVD		

FABCO INDUSTRIES, INC.
66 CENTRAL AVENUE
FARMINGDALE, NY 11735
WWW.FABCO-INDUSTRIES.COM

TITLE: DOWNSPOUT FILTER, 3C

SIZE	CAGE CODE	DWG NO	REV
D	1P8A4	10080-2-000	A

SCALE 1:8 | WT | SHEET 1 OF 1

ATTACHMENT C

Sample Inspection Logs

16 MIDDLE STREET MIXED-USE COMPLEX
EIGHT MIDDLE LAND COMPANY, LLC
PORTLAND, ME

ROOF DRAIN FILTER **ANNUAL INSPECTION & MAINTENANCE LOG**			
FACILITY:		**YEAR:**	
LOCATION: 16 Middle Street		**CONTRACTOR:**	
FUNCTION:		**INSPECTOR:**	
DATE OF INSPECTION:			
ITEM IDENTIFICATION	**DESCRIPTION OF CONDITIONS**	**MAINTENANCE ACCOMPLISHED**	**DATE OF MAINTENANCE**
GENERAL COMMENTS:			

16 MIDDLE STREET MIXED-USE COMPLEX
EIGHT MIDDLE LAND COMPANY, LLC
PORTLAND, ME

STORMTECH® ISOLATOR ROW AND CHAMBER SYSTEM ANNUAL INSPECTION & MAINTENANCE LOG			
FACILITY:		**YEAR:**	
LOCATION: 16 Middle Street		**CONTRACTOR:**	
FUNCTION:		**INSPECTOR:**	
DATE OF INSPECTION:			
ITEM IDENTIFICATION	**DESCRIPTION OF CONDITIONS**	**MAINTENANCE ACCOMPLISHED**	**DATE OF MAINTENANCE**
GENERAL COMMENTS:			

ATTACHMENT D

Summary Checklist
Inspection and Maintenance

Stormwater Management System Maintenance Program Summary Checklist						
Item	**Commentary**	**Frequency**				
		Monthly	**Quarterly**	**Semi-Annual**	**Annual**	**Long Term**
Roof Drain Filters	Inspect systems to verify adequate functioning and capacity. Dispose of filters that have reached useful life in accordance with manufacturer's recommendations. Replace filters as required.		X			
StormTech® Chambers and Isolator Row	Inspect of the isolator row shall be conducted monthly during wet weather conditions from March to November. Cleaning shall be performed as needed when the accumulation of sediment exceeds a depth of 3". Repairs shall be performed immediately upon discovery of damage.	X				
Litter	Litter should be removed daily.					

ATTACHMENT B

ABUTTERS AGREEMENT BY AND BETWEEN OCEAN GATEWAY GARAGE LLC AND EIGHT MIDDLE LAND COMPANY LLC

Doc#: 25735 Bk:30623 Pg: 318

ABUTTERS AGREEMENT

by and between

OCEAN GATEWAY GARAGE LLC

and

EIGHT MIDDLE LAND COMPANY LLC

With respect to premises located at:

167 FORE STREET
and
8 MIDDLE STREET
PORTLAND, MAINE

ABUTTERS AGREEMENT

THIS ABUTTERS AGREEMENT ("Agreement"), made and effective as of May 1, 2013, by and between Ocean Gateway Garage LLC, a Maine limited liability company with a local address of 167 Fore Street, Portland, Maine 04101 ("Ocean Gateway"), Eight Middle Land Company LLC, a Maine limited liability company with a local address of 8 Middle Street, Portland, Maine 04101 ("Eight Middle").

WHEREAS, Ocean Gateway is the owner of property located at 167 Fore Street, Portland, Maine (collectively, "167 Fore Street") upon which Ocean Gateway is currently operating a parking garage containing approximately 720 parking spaces (together with 167 Fore Street, "Ocean Gateway Garage"); and

WHEREAS, Eight Middle is the owner of property adjacent to the Ocean Gateway Garage located at 8 Middle Street, Portland, Maine described in a deed recorded in the Cumberland County Registry of Deeds in Book 30623, Page 314 ("8 Middle Street"); and

WHEREAS, Eight Middle proposes to undertake a development project at 8 Middle Street which may include offices, a residential component, a retail component, open space, site amenities and/or other lawful uses; and

WHEREAS, Ocean Gateway, and Eight Middle desire to enter into this Agreement, to declare certain covenants with respect to mitigation of construction impacts as between the Parcels (hereinafter defined);

NOW THEREFORE, in consideration of the foregoing, the promises and premises set forth below and for other consideration, the nature and sufficiency of which are hereby acknowledged, the parties hereto agree and declare for the benefit of one another as follows:

DEFINITIONS

A. DEFINITIONS.

As used from time to time in this Agreement:

"Air Rights Improvements" shall mean the right to construct a building extension over the Garage Access Easement Area designed such that there shall be at least 13.5 feet of continuous ground clearance between the underside of the building extension over the Garage Access Easement Area (as defined in Article IV below) and the surface of the existing entrance driveway to the Ocean Gateway Garage from the sideline of Middle Street to the northerly line of the Hancock Street Passageway, together with a supporting wall or columns with associated footings all as further described in Article IV below.

"Baseline Conditions" shall have the meaning specified in Section II.C below.

"Business Day" shall mean any day other than a Saturday, Sunday, official Federal holiday or legal holiday in the State of Maine.

"Condominium Association" shall mean the organization of Condominium unit owners of a Parcel and used by them to manage and regulate a Condominium from time to time pursuant to the Maine Condominium Act, 33 M.R.S.A. §§ 1601-101, *et seq.*, as amended from time to time.

"Deed" shall mean that deed of land at 8 Middle Street, of near or even date with this Agreement, from Ocean Gateway to Eight Middle.

"Exhaust Ducts" shall mean any ducts which vent to the ambient air from building HVAC equipment, Co-Generation Units, kitchen equipment, or parking areas.

"including", "any" and "all" shall each mean "including but not limited to."

"Eight Middle" shall mean, as of the date hereof, Eight Middle Land Company, LLC, and hereafter shall mean collectively the person(s) or the entity or entities and their successors and assigns who is or are the record fee owner(s) or ground lessee(s) of 8 Middle Street or any subdivided and/or ground leased portion thereof from time to time; provided, however, that upon the establishment of record of any Condominium and for as long thereafter as the Condominium shall continue in existence under applicable law, Eight Middle shall mean the Condominium Association acting on behalf of such Condominium.

"Eight Middle Project" shall mean the 8 Middle Street Parcel and any buildings, garages, common areas and other improvements thereon, commonly known as 8 Middle Street, as the same may be altered, expanded, reduced or otherwise changed by Eight Middle from time to time.

"Hancock Street Passageway" shall mean the passageway perpendicular to Hancock Street which extends westerly from Hancock Street between the northwesterly side of the Ocean Gateway Garage and the 8 Hancock Street Parcel.

"Ocean Gateway" shall mean, as of the date hereof, Ocean Gateway Garage LLC, and hereafter shall mean collectively the person(s) or the entity or entities who is or are the record fee owner(s) or ground lessee(s) of 167 Fore Street or any subdivided and/or ground leased portion thereof from time to time; provided, however, that upon the establishment of record of any Condominium and for as long thereafter as the Condominium shall continue in existence under applicable law, Ocean Gateway shall mean the Condominium Association acting on behalf of such Condominium Unit Owners.

"Ocean Gateway Garage" shall mean the existing garage facility containing approximately 720 parking spaces located at 167 Fore Street, as it may be expanded, repaired, maintained, renovated or replaced from time to time comprised of, among other characteristics, the parking garage, its access ways and easements, , fixtures, equipment, supporting utilities, site amenities and office administration facilities.

"Ocean Gateway Project" shall mean the Ocean Gateway Garage and the buildings, garages, common areas and other improvements thereon, commonly known as 167 Fore Street, as the same may be altered, expanded, reduced or otherwise changed by Ocean Gateway from time to time.

"Legal Requirements" shall mean all laws, ordinances, rules, regulations, statutes, by-laws, building codes, court decisions, orders and requirements of all public authorities.

"Mechanical Equipment" shall mean any externally mounted or vented mechanical equipment, including transformers, generators, chillers, air conditioners, mechanical/ventilation systems, HVAC equipment, co-generation units, vents or similar devices.

"Owner" shall mean the owner of any Parcel.

"Parcel" as sometimes used herein shall mean the land included within any or all of 167 Fore Street or 8 Middle Street or any subdivided and/or ground leased portion thereof, as the context may require.

"Pedestrian Ramp" shall mean an elevated, enclosed walkway extending from a building at 8 Middle Street to a corresponding level of the Ocean Gateway Garage, above and across the Hancock Street Passageway.

"Preliminary Plans" shall mean architectural and engineering plans of the proposed Pedestrian Ramp which shall include the engineering specifications, dimensions, design features, door locations and design, structural features, method of affixation to the Ocean Gateway Garage as well as any proposed modifications to the garage guardrails and garage screen panels.

"Registry of Deeds" shall mean the Cumberland County Registry of Deeds.

"Residential Area" shall mean any areas of the Eight Middle Project comprised of residential condominium units and all associated common areas.

"Residential Unit," singly, and "Residential Units," collectively, shall mean each unit and all of the units, respectively, of a Condominium created within a Residential Area.

"Residential Unit Owner," singly, and "Residential Unit Owners," collectively, shall mean each owner of record title to any Residential Unit and all owners of record title to the Residential Units, respectively, from time to time.

I. EIGHT MIDDLE PROJECT DESIGN

A. Location of Mechanical Equipment and Vents

With the exception of entryway vents or heaters which relate to venting or heating the space within the Pedestrian Ramps which may extend to the Ocean Gateway Garage from any structure constructed at 8 Middle Street, no mechanical equipment shall be attached to or mounted on the structure comprising the Ocean Gateway Garage, by Eight Middle as part of its development the 8 Middle Property. Nothing herein shall prevent the placement by Eight Middle of Mechanical Equipment on the roof of any building constructed at 8 Middle or from the venting of such equipment in any or all directions, so long as such equipment does not direct, by mechanical means, a steady concentrated stream of exhaust air into the Ocean Gateway Garage.

B. Mechanical Equipment Exhaust

Mechanical Equipment with exhaust vents may be vented to the Hancock Street Passageway between the Ocean Gateway Garage and 8 Middle Street but shall be baffled if necessary, to prevent any direct steady concentrated stream of exhaust air from being blown by the mechanical equipment directly into the Ocean Gateway Garage. Any such baffle, if necessary, may be mounted on the building at 8 Middle Street but, in no case, shall extend into the airspace above the Hancock Street Passageway.

C. Breach of Conditions - Remedies

Each party agrees, without limiting its respective right to defend any action on the merits, that the other party shall have a right of specific performance hereunder with respect to the obligations of any party under Articles I A and B above.

II. STRUCTURAL, GEOTECHNICAL AND CONSTRUCTION IMPACT MITIGATION

A. Structural and Geotechnical Mitigation.

Due to the proximity of the Ocean Gateway Project to the Eight Middle Project, the parties to this Agreement shall work cooperatively together to implement commercially reasonable construction means and methods in a manner which will minimize any materially adverse soil, structural, or geotechnical impacts to either the Ocean Gateway Garage, or the Eight Middle Project from the construction activities of the other.

B Review of Engineering and Design Criteria.

The parties to this Agreement and their respective consultants will meet, as appropriate, and shall provide each other and their respective consultants with all engineering drawings and specifications once available and requested by either of them for those portions of any pending Project which may be expected in good faith business judgment to be relevant to the fulfillment of the obligations under the preceding Paragraph A.

C. Baseline Conditions.

Prior to any ledge blasting or other ledge removal or pile driving, the parties undertaking the activity shall obtain a pre-blasting or ledge removal or pile driving survey documenting the conditions of the foundation and other structural elements of any existing built structure on the other Party's adjacent property. The contents of that survey (hereafter the "Baseline Conditions") shall be admissible as evidence in any dispute regarding alleged damage caused by such ledge removal or pile driving.

D. Excess Cleaning Expenses.

With respect to the Eight Middle Project, Eight Middle shall take appropriate measures, including installation and maintenance of temporary partitions, drop cloths, tarpaulins or other means to limit dust or dirt from its pre-construction and construction activities from blowing or drifting into the Garage. If despite these efforts, Ocean Gateway incurs out-of-pocket excess cleaning expenses because of the construction activities at 8 Middle Street then Eight Middle

shall reimburse Ocean Gateway for the out-of-pocket excess cleaning expenses provided they are reasonable and well documented.

III. DESIGN, INSTALLATION AND MAINTENANCE OF PEDESTRIAN RAMPS

By deed of even date Eight Middle has acquired the right to extend up to two above-ground enclosed Pedestrian Ramps from the building to be constructed at 8 Middle Street to corresponding levels of the Ocean Gateway Garage. This Article III outlines the procedure for design, approval, construction and maintenance of the Pedestrian Ramps and related matters.

A. Design and Submission of Plans

If Eight Middle intends, as part of its development of 8 Middle Street Parcel to extend Pedestrian Ramps from the building at 8 Middle Street over the Hancock Street Passageway between the 8 Middle Street property and the Ocean Gateway Garage as now constructed, on or over land of Ocean Gateway then Eight Middle shall provide that its architects and/or engineers shall submit to Ocean Gateway Preliminary Plans showing the proposed design, specifications for and location of the Pedestrian Ramps, which in addition to having a steel superstructure shall be enclosed in the manner similar to that used with other Pedestrian Ramps over streets in Portland, Maine with doors at or near the garage end. The plans shall: (1) show proposed alterations to the garage metal screen siding and guardrails to allow for Pedestrian Ramp installation; (2) provide detail drawings as to how the garage metal screen siding and guardrails is proposed to be secured on either side of the ramp entrance at the garage end; (3) be designed so that to the extent possible each Pedestrian Ramp placement shall impact not more than one parking space; and (4) provide design and specifications for an attractive and structurally-sound ramp, the design and appearance of which will in Ocean Gateway's commercially reasonable judgment integrate well with the design and appearance of the Ocean Gateway Garage and be sufficient to achieve the purposes for which it is intended. Ocean Gateway agrees in order to facilitate the preparation of the Preliminary Plans, at the request of Eight Middle, to either provide copies of the structural design plans for the Ocean Gateway Garage or provide authority for Eight Middle to obtain a copy from the engineering firm which prepared the plans.

B. Review and Approval Process

The Preliminary Plans submissions required in Article III (A) above shall be subject to review and approval by Ocean Gateway or its design professionals and/or engineers, which approval shall not be unreasonably withheld, conditioned, or delayed. Sixty days after receipt of the Preliminary Plans Ocean Gateway shall provide either an approval, or approval with conditions, or a request for further modifications or more detailed submissions. Approval of the Preliminary Plans shall mean that installation of the Pedestrian Ramps conforming in all material respects to the design and specifications provided in the Preliminary Plans is acceptable. In the event that as part of the building design refinement for 8 Middle Street or as part of the governmental approvals for 8 Middle Street, changes become necessary to the Preliminary Plans, then those changes will be submitted to Ocean Gateway for approval in the same manner as outlined above.

C. Construction

The Pedestrian Ramps shall be installed in a good and workmanlike manner in substantial compliance with all plan approvals and in a manner which minimizes disruption of the parking at the Ocean Gateway Garage and which complies fully with City of Portland permitting requirements. To the extent any installation and operation of a Pedestrian Ramp occupies parking spaces which would otherwise be available for rental, the monthly market rental rate shall be paid to Ocean Gateway Garage for each month or partial month a space is not available for general garage parking because of the installation of the Pedestrian Ramp and the parking spaces so occupied will count toward and serve to reduce the number of "Parking Spaces" that Eight Middle will be entitled to draw down in accordance with all of the terms and conditions of the Parking Lease between the parties of even date. Eight Middle shall provide Ocean Gateway with "as built" plans showing the Pedestrian Ramps and all ancillary structures and systems. The "as built" plans must be accompanied by a licensed architect's or engineer's certification to Ocean Gateway that the Pedestrian Ramps and all ancillary structures and systems materially conform to the terms of the Preliminary Plans and specifications previously approved by Ocean Gateway and comply in all respects with City of Portland permitting requirements.

D. Maintenance and Repair

Eight Middle shall maintain the Pedestrian Ramps and the associated HVAC equipment, lighting and any security cameras in good condition and repair. The Pedestrian Ramps shall either be equipped with continuous lighting for all non-daylight hours or motion-sensored lighting so that any time the Pedestrian Ramp is in non-daylight use by pedestrians, the ramp and entrance into the garage space is lit. Eight Middle shall be solely responsible for the continuous good repair, maintenance and safe use of the Pedestrian Ramps by pedestrians gaining access, ingress and egress to the Ocean Gateway Garage. Eight Middle shall defend and indemnify Ocean Gateway of and from any and all claims, demands, actions, causes of action, suits at law and/or in equity arising from any personal injuries (including death) and property damage allegedly sustained by pedestrians within the Pedestrian Ramps.

E. Payment to Ocean Gateway for Loss of Parking Revenue

It is acknowledged that attachment of the Pedestrian Ramps at up to two locations will likely involve the loss of parking spaces at each location. The parking spaces lost because of the installation of the Pedestrian Ramps shall be deemed to be spaces rented under the Parking Lease at the monthly rates provided therein and reduce correspondingly the number of spaces for which access cards (etc.) shall be issued under the Parking Lease. By way of example if the Parking Lease is for 140 spaces and the Pedestrian Ramps installation and operations result in a loss of 2 parking spaces then East India will have right to actually park only 138 vehicles. To the extent possible given permitting, code and engineering requirements, the Pedestrian Ramps shall be designed, installed and operated so as not to involve the loss of more than one parking space for each ramp.

F. Removal of Pedestrian Ramps

If at any point in the future Eight Middle removes the Pedestrian Ramps, then Eight Middle shall promptly restore the garage screen panels and associated railings and floor to the condition which existed prior to the placement of the Pedestrian Ramps.

G. Reimbursement of Expenses of Ocean Gateway Garage

In addition to any reimbursements for lost parking spaces outlined above, Eight Middle also agrees to reimburse Ocean Gateway for the reasonable costs of Ocean Gateway Garage's consultants for the plan reviews and approval process outlined above and for any periodic inspections during the construction process when the Pedestrian Ramps are being installed. Eight Middle shall pay all costs and reimbursements due under this Abutters Agreement to Ocean Gateway within fifteen (15) business days of the date such items are invoiced to Eight Middle.

H. Access to the Garage for Construction and Maintenance

Eight Middle and its contractors shall have the right upon 24 hours prior notice to Ocean Gateway Garage to enter into the garage for any of the foregoing purposes including without limitation installation, maintenance, replacement, and repair of the Pedestrian Ramps and any related facilities.

IV. DESIGN, INSTALLATION AND MAINTENANCE OF AIR RIGHTS IMPROVEMENTS

By deed of even date from Hancock and Middle LLC to Ocean Gateway Garage LLC, Eight Middle has acquired the right to extend the building to be constructed at 8 Middle Street into the air space above the "Garage Access Easement Area" described thereon as well as the right to place foundation footings and a supporting wall or columns up to 18" in width along the northwesterly edge of the Garage Access Easement Area. This Article III outlines the procedure for design, approval, construction and maintenance of the Air Rights Improvements and related matters.

A. Design and Submission of Plans

If Eight Middle intends as part of its development of 8 Middle Street Parcel to construct the Air Rights Improvements, then Eight Middle shall provide that its architects and/or engineers shall submit to Ocean Gateway Preliminary Plans showing the proposed design, specifications for and location of the Air Rights Improvements which shall include the following: (i) be designed such that there shall be at least 13.5 feet of continuous ground clearance between the underside of the building extension over the Garage Access Easement Area from the Middle Street edge of the building opening to the Hancock Street Passageway; (ii) that the supporting wall or columns will not exceed 18 inches in width; (iii) that the footings for the supporting wall will run along the northwesterly sideline of the 8 Middle Street property and not extend onto the Garage Access Easement Area more than 30 inches from the abutter property line and be installed below the surface of any pavement and curbing presently existing in the Garage Access Easement Area, (iv) that no portion of the Air Rights Improvements, supporting wall, columns or footings shall be installed within the Hancock Street Passageway or otherwise encroach over Ocean Gateway Garage land; and (v) that all such Air Rights Improvements, supporting wall, columns or footings shall comply with City of Portland permitting requirements.

B. Review and Approval Process

The Preliminary Plans submissions shall be subject to review and approval by Ocean Gateway or its design professionals and/or engineers, which approval shall not be unreasonably withheld, conditioned, or delayed. The scope of the review by Ocean Gateway's consultants shall be limited to confirming that the proposed Air Rights Improvements meet the location, clearance, permitting and dimensional requirements specified in Article IV A above and that the installation of the supporting walls or columns and footings will not adversely affect the structural integrity of the Ocean Gateway Garage. The Preliminary Plans shall be accompanied by a licensed architect's or engineer's certification to Ocean Gateway that the proposed Air Rights Improvements, if constructed and installed in accordance with the Preliminary Plans, will not adversely affect the structural integrity of the Ocean Gateway Garage. Sixty days after receipt of the Preliminary Plans, Ocean Gateway shall provide either an approval, or approval with conditions, or a request for further modifications or more detailed submissions. Approval of the Preliminary Plans shall mean that installation of the conforming in all material respects to the design and specifications provided in the Preliminary Plans is acceptable. In the event that as part of the building design refinement for 8 Middle Street or as part of the governmental approvals for 8 Middle Street, changes become necessary to the Preliminary Plans, then those changes will be submitted to Ocean Gateway for review and approval in the same manner as outlined above. Any approval of the Preliminary Plans shall not mean that Ocean Gateway has accepted any risk that the Air Rights Improvements, as finally installed, have affected or may in the future affect the structural integrity of the Ocean Gateway Garage or serve to estop Ocean Gateway from asserting any such claim, all of which are hereby expressly reserved.

C. Construction

The Air Rights Improvements shall be installed in a good and workmanlike manner in substantial compliance with all plan approvals and in a manner which minimizes disruption of access to parking at the Ocean Gateway Garage by garage patrons though the Garage Access Easement Area. During construction of the Air Rights Improvements Eight Middle may place temporary scaffolding and forms and related equipment in the Access Easement Area provided there shall be at all times practical and convenient vehicle and pedestrian access into the Garage. Upon substantial completion of the Air Rights Improvements any damage to the improvements in the Access Easement Area previously installed by Ocean Gateway shall be promptly restored to their condition prior to such damage. Eight Middle shall be solely responsible for the continuous safe use of the Garage Access Easement Area by garage patrons gaining access, ingress and egress to the Ocean Gateway Garage. Eight Middle shall defend and indemnify Ocean Gateway of and from any and all claims, demands, actions, causes of action, suits at law and/or in equity arising from any injuries (including death) allegedly sustained by garage patrons that may occur during the construction of the Air Rights Improvements over the Garage Access Easement Area.

D. Maintenance and Repair

Eight Middle shall maintain Air Rights Improvements in good condition and repair.

E. Removal of Air Rights Improvements

If at any point in the future the Air Rights Improvements are removed, then Eight Middle agrees that all improvements in the Garage Access Easement Area owned or installed by Ocean

Gateway will be restored to the condition which existed prior to the placement of the Air Rights Improvements.

G. Reimbursement of Expenses of Ocean Gateway Garage

Eight Middle agrees to reimburse Ocean Gateway for the reasonable costs of Ocean Gateway Garage's consultants for the plan reviews and approval process outlined above and for any periodic inspections during the construction process when the Air Rights Improvements are being installed.

V. INDEMNIFICATION

To the maximum extent permitted by law, Eight Middle, with respect to the Eight Middle Project, shall be liable to Ocean Gateway, its managers, officers, directors, trustees, shareholders, representatives, agents, employees, and anyone else acting for or on behalf thereof (herein individually called "Ocean Gateway Indemnitee" and collectively called "Ocean Gateway Indemnitees") for claims, suits, costs, damages, losses, expenses and judgments against or incurred by the Indemnitees, with respect to personal injury or property damage from any construction activity relating to the Eight Middle Project, whether undertaken either of such indemnitors, their contractors, licensees, invitees, agents, servants, independent contractors or employees. If the Ocean Gateway Project is damaged by any construction activity of or on behalf of such indemnitors, or their respective contractors, licensees, invitees, agents, servants, independent contractors or employees, then the full reasonable cost and expense of restoring Ocean Gateway's Project to its original condition shall be borne the relevant indemnitor, while all such repairs shall be made by such Ocean Gateway Indemnitee, Ocean Gateway or its designee.

VI. BREACH OF CONDITION.

In the event that either party breaches the Agreement then, to the extent damages are not susceptible of accurate measurement and therefore do not provide an adequate remedy at law, the other party may seek specific performance as a remedy and it is agreed that the arbitrator shall have the right to order specific performance and to lodge such order with a court of competent jurisdiction.

VII. DISPUTE RESOLUTION.

A. Dispute Resolution Procedures.

1. Mediation. The parties to this Agreement shall cooperate with each other in good faith to assure that all disputes and controversies which arise in connection with the parties' respective rights and obligations pursuant to this Agreement are resolved as expeditiously as possible. If the parties are unable to resolve any dispute arising hereunder the matter shall be submitted to non-binding mediation as follows. Within ten (10) Business Days after any party has given written notice to another party that a dispute has arisen under the Agreement which the parties cannot after good faith efforts resolve and which the party giving such notice wants to submit to mediation pursuant to this Article, which notice shall propose an

in independent mediator with ten (10) years of experience in complex real estate disputes in the City of Portland (the "Mediator"). If the parties do not agree to use the proposed Mediator or another mutually acceptable Mediator within seven (7) Business Days of the notice of intent to mediate, each party shall select an independent mediator with at least ten years of experience in complex real estate disputes in the City of Portland within the following five (5) Business Days. Within five (5) Business Days thereafter, the mediators selected by the parties shall select a third, neutral mediator who shall mediate the dispute in question.

2. Authority and Fees and Costs of Mediator. The Mediator selected through the procedures outlined above shall have the authority to retain such experts as the Mediator(s) deem necessary or desirable to assist in the mediation. The fees and costs of the Mediator (and experts, as applicable) shall be borne equally by the parties involved in such mediation.

3. Rights of Owners during Pendency of Mediation. During the pendency of any of the foregoing dispute resolution procedures, the parties shall continue to perform their respective obligations and may continue to exercise their respective rights pursuant to this Agreement (except for the exercise of remedies which are to be forborne pending the outcome of the mediation process).

4. Schedule for Mediation and Agreement for Arbitration. If the Mediator does not commence the mediation within seven (7) Business Days of his or her appointment, or if the dispute is not resolved after two (2) Business Days of mediation, any party may thereafter submit such matter to binding expedited arbitration in accordance with the following Article.

5. Further Remedies - Expedited Arbitration. In the event a dispute arising from this Agreement is not resolved in mediation as provided above, either party may then demand arbitration, which shall be on an expedited basis ("Expedited Arbitration") with respect to disputes hereunder. The arbitration shall be held in Portland, Maine. The Expedited Arbitration shall be conducted under the Expedited Procedures provisions (currently, Rules 56 through 60) of the Arbitration Rules of the Real Estate Industry of the AAA (the "Expedited Rules"). Notwithstanding the foregoing, in the event of a conflict between the provisions of the Expedited Rules and the provisions of this Article, the terms and conditions of this Article shall govern and control; provided, however, in the event of a conflict between the time periods contained in the Expedited Rules and the time periods contained in this Article, the time periods providing the more expedited procedure shall govern and control.

(a) The parties recognize and acknowledge that it is of utmost importance to have disputes set forth in subdivision (A) hereof resolved within thirty-five (35) days of the date of commencement of the Expedited Arbitration, which Expedited

Arbitration is deemed commenced on the date of service upon the opposing party ("Respondent") and filing with the AAA, of a written notice to the Respondent of its intention to arbitrate ("Demand"), as provided in the Expedited Rules. Respondent's answering statement to the Demand, if any, shall be served upon the party initiating the arbitration ("Claimant") and filed with the AAA within five (5) business days of its receipt of the Demand from Claimant.

(b) The Expedited Arbitration shall be presided over by a single arbitrator who shall be appointed by the AAA, in accordance with the Expedited Rules, within five (5) business days of the date the Expedited Arbitration is commenced. Any objection to the appointed arbitrator shall be made in accordance with Rule 57 of the Expedited Rules, except such objection must be made within five (5) business days after the parties are notified of such appointment.

(c) The arbitrator shall, within five (5) business days after designation, conduct such hearings and investigations as he/she deems appropriate, and shall make his/her determination, in writing giving notice to the parties of this determination as soon as practicable, but no later than five (5) business days after the conclusion of the hearings and investigations; the determination of the sole arbitrator shall be conclusive and binding upon the parties. In rendering his/her decision, the arbitrator shall be bound by the provisions of the Agreement as amended by this Amendment, and shall not add to, subtract from or otherwise modify the provisions thereof.

(d) The fees and expenses of the arbitrator, and all other reasonable, out-of-pocket expenses of the Expedited Arbitration shall be borne by the non-prevailing party. Judgment upon any award rendered in any arbitration held pursuant to this Article shall be final, non-appeable and binding upon the parties, whether or not a judgment is entered in any court.

(e) The arbitrator shall expressly have the power to order specific performance (provided the legal and equitable requirements therefor under Maine Law are met) as a remedy and to lodge any final judgment and order in a court of competent jurisdiction in Portland, Maine.

6. Consent to Jurisdiction. The Parties hereto agree that any arbitration hereunder shall be prosecuted in by arbitration in Portland, Maine. Service of Process may be affected by any means permitted by the Maine Rules of Civil Procedure and applicable Maine statues.

VIII. NOTICE

Notices given pursuant to this Agreement shall be in writing, and shall be deemed given when (a) deposited with U.S. Express Mail or recognized overnight courier service (next day delivery), or (b) when delivered in hand with receipt acknowledged in writing, addressed as follows:

If to Eight Middle Land Company:

Eight Middle Land Company, LLC
c/o Shipyard Brewing Company
86 Newbury Street
Portland, ME 04101

With copies to:

George J. Marcus, Esq.
Marcus, Clegg & Mistretta, P.A.
One Canal Plaza, Suite 600
Portland, ME 04101

Nathan H. Smith, Esq.
Bernstein Shur
100 Middle Street
PO Box 9729
Portland, ME 04104-5029

If to Ocean Gateway:

Peter Palandjian, Chairman
Intercontinental Real Estate Corporation
1270 Soldiers Field Road
Boston, MA 02135-1003

With Copies to:

Stephen H. Oleskey, Esq.
Hiscock & Barclay, LLP
One International Place, 16th Floor
Boston, MA 02110

James M. Bradley, Esq.
Bradley & Associates
1270 Soldiers Field Road
Boston, MA 02135-1003

Katharine E. Bachman, Esq.
WilmerHale LLP
60 State Street
Boston, MA 02109

Paul J. Nasser, CFO/COO
Intercontinental Real Estate Corp.
1270 Soldiers Field Road
Boston, MA 01235

and

Paul F. Driscoll, Esq.
Norman, Hanson & DeTroy, LLC
415 Congress Street
P.O. Box 4600
Portland, ME 04112-4600

Either party, however, may designate a different address or person by serving written notice of change of address on the other party, in the manner provided above.

IX. MISCELLANEOUS

A. Covenants Running With the Land

1. All of the covenants, agreements and other conditions set forth in this Agreement are intended to be and shall be construed as covenants running with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Owners hereto and all subsequent owners of the respective parcels. In the event of a transfer of title in a Parcel, the prior Owner of such Parcel shall thereafter be relieved from the performance of all obligations hereunder arising after such transfer.

2. It is understood and acknowledged that the Ocean Gateway Garage and the 8 Middle Street, or either of them, may be subdivided, ground leased or converted into a condominium or cooperative structure which may be conveyed into separate ownership and that each Project may be subdivided, ground leased or converted into a condominium or cooperative structure which may be conveyed into separate ownership. In any such event, the Owner of each such parcel, condominium or cooperative and the lessee of each such ground leased premises shall be bound, and each such parcel, ground leased premises, condominium or cooperative shall be burdened, only by those obligations, rights and easements affecting and running with such parcel, ground leased premises, condominium or cooperative, and the other Owners, ground lessees, parcels and ground leased premises shall be released and relieved of and from such obligations, rights and easements upon such conveyance. Further, with respect to the obligations of each party under this Agreement from and after the establishment of record of a condominium of all or any party of the Ocean Gateway Garage or the 8 Middle Street, or either of them (as well as the obligations of the Owner of any other Parcel from and after the establishment of a condominium including such Parcel), it is expressly acknowledged and agreed that such obligations shall be subject to the provisions of the Maine Condominium Act, 33 M.R.S.A. §§ 1601-101, *et seq.*, as amended from time to time.

B. Releases.

An Owner who has assigned or transferred its interest in the Parcel (or any subdivided, ground leased or condominium or cooperatively owned portion thereof) to a successor Owner, shall be released from its obligations and shall have no further rights or obligations under this Declaration.

C. Covenants: Irrevocable and Perpetual.

Except as otherwise provided herein, all covenants, restrictions and rights granted herein shall be irrevocable and in perpetuity. The Owners intend that the provisions of this Agreement shall not be subject to any rule of law with respect to restriction on the alienation of property, and each of the Owners hereby agrees that such Owner will not make any contrary assertion or seek the benefit of such rule of law, in any dispute arising under this Agreement.

D. Partners

Nothing contained in this Agreement shall be construed to create between the Owners the relationship of partners or joint venturers, or any other association between the Owners, or to render any Owner liable for the debts or obligations of the other.

E. Governing Law; Severability.

This Agreement shall be governed by and construed in accordance with the laws of the State of Maine, including its conflict of laws provisions. If any provision of this Agreement, or portions thereof, or the application thereof to any person or circumstance shall to any extent, be deemed invalid or unenforceable, the remainder of this Agreement or the application of such provision, or portion thereof, to any other person or circumstances shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

F. Waivers.

Failure on the part of any Owner to complain of any action or non-action on the part of the other, no matter how long the same may continue, shall never be a waiver by such Owner of any of the rights hereunder. Further, no waiver at any time of any of the provisions hereof by an Owner shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions.

G. Payments.

No payment by either Owner, or acceptance by either Owner, of a lesser amount than shall be due from one Owner to the other Owner hereunder shall be treated otherwise than as a payment on account. The acceptance by an Owner of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and an Owner may accept such check without prejudice to any other rights or remedies which such Owner may have against the other Owner.

H. Clauses and Headings.

The whereas clauses mentioned herein are hereby incorporated herein by reference and made a part hereof, as fully as if set forth in full herein. The captions of the articles of this Agreement are for convenience only, and shall not be considered or referenced in resolving questions of interpretation and construction.

I. Counterparts and Originals.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument. Several copies of this Agreement shall be executed, and each shall be deemed an original.

J. Amendments.

This Agreement may be amended or otherwise modified only by an instrument in writing executed by each of the Owners hereto and the holders of all mortgages encumbering the Parcels.

K. Cumulative Remedies.

Except as expressly provided in this Agreement and by separate agreement between the parties hereto, the specific remedies to which the Owners may resort under the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress which they may be lawfully entitled to seek in case of any breach or threatened breach of any provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date and year first above written.

[Signatures Continued on Following Pages]

EIGHT MIDDLE LAND COMPANY LLC

By: _____
Fred M. Forsley
Its Manager

May 6th, 2013

STATE OF Maine
COUNTY OF Cumberland

Personally appeared the above-named Fred M. Forsley, Manager of Eight Middle Land Company LLC, and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said Eight Middle Land Company LLC.

Before me,

_____
~~Notary Public~~ ATTORNEY AT LAW

Printed Name:
Nathan H. Smith

[Signatures Continued on Following Page]

OCEAN GATEWAY GARAGE, LLC, a Maine limited liability company
By: RIVERWALK VENTURE, LLC a Maine limited liability company, Its Manager

By: Intercontinental Fund IV Ocean Gateway, LLC, Its Manager

By: Intercontinental Real Estate Investment Fund IV, LLC, Its Manager

By: Intercontinental Real Estate Corporation Its Manager

By: _____
Peter Palandjian
Its President and Treasurer

COMMONWEALTH OF MASSACHUSETTS
Suffolk, ss.

On this 3rd day of May, 2013, before me, the undersigned notary public, personally appeared Peter Palandjian, President and Treasurer of Intercontinental Real Estate Corporation, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the foregoing instrument, and acknowledged to me that he signed it voluntarily for its stated purpose and as the free act and deed of said Intercontinental Real Estate Corporation and in its stated capacities for each of Intercontinental Real Estate Investment Fund IV, LLC, Intercontinental Fund IV Ocean Gateway, LLC, Riverwalk Venture LLC, Riverwalk, LLC and Ocean Gateway Garage LLC.

_____
Notary Public Andrea Salvi

ANDREA D. SALVI
MY COMM. EXPIRES JANUARY 11, 2019
NOTARY PUBLIC COMMONWEALTH OF MASSACHUSETTS

Received
Recorded Register of Deeds
May 07,2013 03:46:26P
Cumberland County
Pamela E. Lovley

ATTACHMENT C

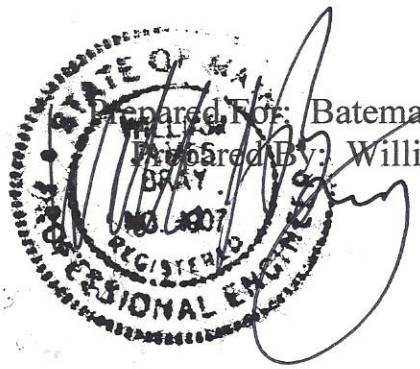
TRAFFIC DEMAND MANAGEMENT PLAN

TRANSPORTATION DEMAND MANAGEMENT PLAN

FOR

PROPOSED

"16 MIDDLE STREET"



Prepared For: Bateman Partners, LLC

Prepared By: William J. Bray, P.E.

February, 2015

TRANSPORTATION DEMAND MANAGEMENT (TDM) PLAN

Project Description
Bateman Partners, LLC are proposing to construct a 44,500 plus square foot 5-story mixed-use building at 16 Middle Street, adjacent to the Gateway Parking garage. The first floor of the proposed building is expected to include approximately 5,000 square feet of retail space and floors 2 through 5 will be marketed as commercial office space. A total of 115 parking spaces within the Gateway Parking garage are reserved for building tenants through a prior lease agreement held on the property.

Transportation Narrative
The proposed project's location on the Portland peninsular and near the waterfront area provides numerous multi-modal transportation opportunities. From the perspective of automobile transportation, the Project's location is well suited with easy and direct access to Commercial Street and Casco Bay Bridge to the south, Congress Street both east and west, and Franklin Arterial with a direct connection to Interstate 295 (I-295) both north and south. The project location is only a few City blocks from the Casco Bay Ferry Terminal, direct METRO Bus service is provided via Route 8 "Peninsular Loop", with bus stops located on India Street and Route 1 "Congress Street" is a short walk from the proposed project (Refer to attached METRO Bus routing and scheduling information). An extensive system of sidewalks and public trails provide users with both convenient and safe travel routes to virtually all points of destination on the Portland Peninsular.

Transportation Coordinator
Phoenix Property Management (Saco, Maine) will serve as the TDM coordinator for the property. The management team will be fully versed in the transportation services available to perspective tenants of the building. Each new building tenant, in a pre-lease interview with the property management team, will receive a packet of information containing information on the availability of transportation (all modes) services.

Parking Demand Calculation
The 16 Middle Street building is being designed to accommodate 40 employees for the first floor retail space and 120 employees for the 39,526 square feet of office space located on floors 2 through 5. The City's zoning ordinance requires the following parking spaces for each proposed use:

First Floor Retail Area (5,032 sf) - 1 space per 200 sf of first floor area in excess of 2,000 sf not used for bulk storage	= 16 spaces
Floors 2 through 5 office space (39,526 sf) - 1 space per 400 sf of floor area	= 99 spaces
TOTAL Parking Spaces Required	=115 spaces

Parking Description
The 16 Middle Street building is assigned a total of 115 reserved parking spaces in the adjoining Gateway Parking Garage through a property lease agreement. Additionally, approximately 26 curbside parking spaces exist on the street blocks forming the perimeter of project site including a total of: (6) metered spaces, (11) two-hour spaces, (3) 1-hour spaces and, (6) 15-minute parking spaces. In total, 115 reserved parking spaces and 26 curbside parking spaces exist to serve the parking needs of the building tenants, which exceeds the City's parking requirements for the designated building uses.

Parking and Trip Reduction Strategies
Bicycle Facilities: A total of 22 bicycle spaces are provided in the building design conforming to the City's Site Plan requirements. A total of 14 spaces are covered, built into the building design, 4 bicycle spaces are provided along the Middle Street frontage for patrons of the retail area and, 4 bicycle spaces are provided along the Hancock Street Extension frontage of the proposed building for the first floor retail area. Local and regional bicycle route and facility information will be available to tenants at the proposed building transportation services "kiosk" located in the building entry area.

METRO Bus Service: Each building tenant will receive, in their tenant packet, a ten-ride METRO bus pass and a copy of METRO's bus route schedule information. METRO bus service information will be strategically posted throughout the building and located on the transportation service "kiosk" in the building entry area.

Rideshare Program Initiative: Each building tenant that initializes and maintains a successful employee rideshare program will receive an assortment of reduced cost, tickets to local entertainment events occurring throughout the Greater Portland Area. Further information of current rideshare programs with contact information and existing pick-up locations will be displayed on the building transportation "kiosk".

Pedestrian Facilities: The TDM Coordinator will work with building tenants in promoting walkability to "key" places of significance including: Casco Bay Transit, Cross Insurance Arena, Portland City Hall, Hadlock Field, Expo Recreational Facility, etc. To aid in this endeavor, a detailed map of the Portland Peninsular will be strategically located in the building entry area that identifies "key' destination points and the approximate distances in reaching them on foot. Further, the destination map will identify the extensive network of public trails on the peninsular with the goal of encouraging greater use.

Tenant Information Packet (Transportation Related Services): Each building tenant will receive a welcoming package that includes the following transportation services information:

- METRO Bus - Routes and Schedules
- South Portland Bus – Route and Schedules
- Casco Bay Transit – Boat Schedules
- RTP Service Availability with contact information
- Bicycle Short and Long Distance Routing Information
- Rideshare Information on existing programs including contact information
- Portland Trails System Map
- U-Car Share information

The building transportation "kiosk", located in the entry area of the proposed building, will have copies of all transportation services information including tri-fold brochures from all major transportation service providers.

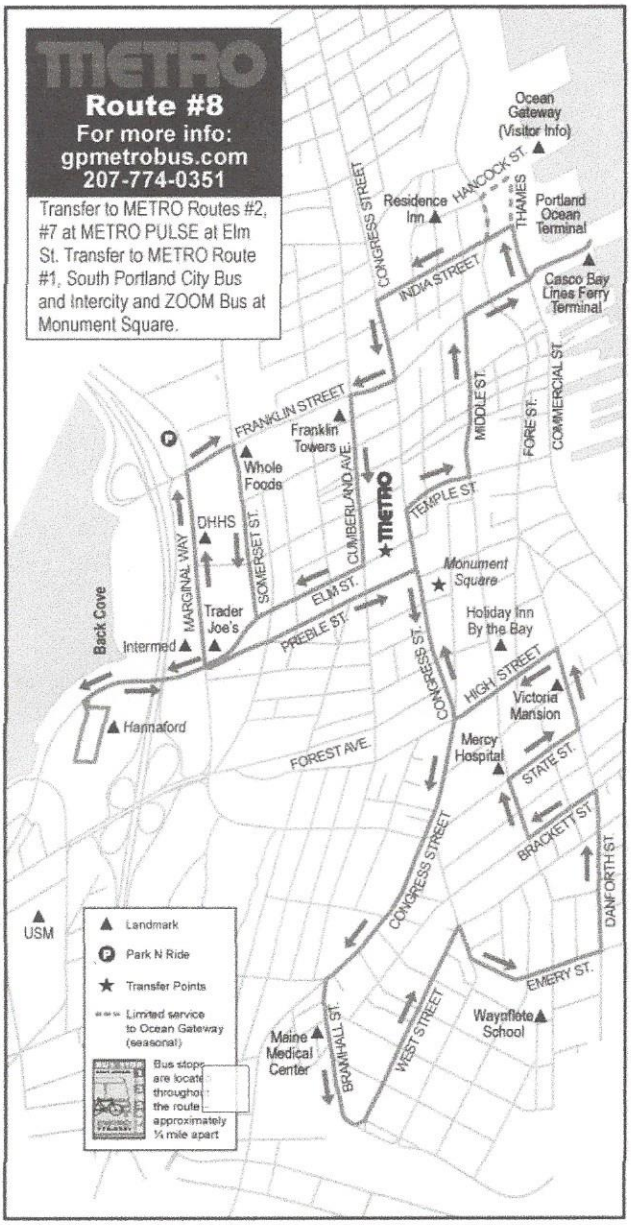
Tenant Survey/Monitoring

Phoenix Property Management will conduct an annual survey with all building tenants that identifies and quantifies transportation practices of building tenants including the frequency and utilization rates of other modes of transportation; tenant concerns, issues, and transportation services needs. The survey and tenant questionnaire format and information search will be developed in concert with the City's TDM Manager and modified as directed. The survey results will be summarized with the results shared with each building tenant. A copy of the survey results will be posted on the transportation "*kiosk*" located in the entry area of the proposed building.

Further, the building management team will also measure during a "typical" day of the year both parking space occupancy and turnover rates of the 115 designated parking spaces in the Gateway Garage. A summary of the data will provide critical information in determining the adequacy of the property parking supply and whether the fee and time structure of the spaces appropriately meets the parking demand requirements of the building tenants. The property management team will consider whether adjustments in parking space allocation and/or fee/time changes are warranted.

Portland Bus Service) and METRO TenRide Tickets available along this route at: METRO PULSE, Casco Bay Ferry Terminal (day passes available) and Hannaford supermarket.

December 2012 (rev July 2014) - Subject to change.



A Quick Glimpse at METRO Route #8

Outbound Route #8 leaves Casco Bay Ferry Terminal and travels to Marginal Way and Hannaford Supermarket with several stops along India Street, Cumberland Avenue and Elm Street.

Inbound Route #8 travels to the West End of Portland, Maine Medical Center and Mercy Hospital before heading back to Congress Street via Danforth, State and High Streets.

METRO Greater Portland Transit District

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Route Maps & Schedules

METRO Schedule & Map - Link to Regional Map

Route 1 - Congress Street - PTC - Schedule & Route Changes effective 1/11/15

Route 2 - Forest Ave. - *Riverton*

Route 3 - North Deering

Route 4 - Westbrook - Schedule Changes effective 1/11/15

Route 5 - JetPort - Maine Mall - Schedule and Route Changes Effective 1.11.15

Route 6 - North Deering

Route 7 - Falmouth

Route 8 - Peninsula Loop

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114 Valley Street
Portland, ME 04102
(207) 774-0351

Route 8 - Peninsula Loop

Click here for Route #8 schedule

Current Schedule:

METRO

Greater Portland Transit District

gpmetrobus.com • 207-774-0351

8 Peninsula Loop M8

Casco Bay Ferry Terminal

MONDAY - FRIDAY

OUTBOUND Departs					INBOUND		
Casco Bay Ferry Terminal	Franklin Towers	Whole Foods	Hannaford Plaza	Congress & Forest	Maine Medical Center	Congress & Forest (Harmon's Florist)	Arrives Casco Bay Ferry Terminal
6:42				6:46	6:52	7:02	7:12
	6:48	6:54	7:04	7:12	7:19	7:31	7:42
7:12	7:18	7:24	7:34	7:42	7:49	8:01	8:12
7:42	7:48	7:54	8:04	8:12	8:19	8:31	8:42
8:12	8:18	8:24	8:34	8:42	8:49	9:01	9:12
8:42	8:48	8:54	9:04	9:12	9:19	9:31	9:42
9:12	9:18	9:24	9:34	9:42	9:49	10:01	10:12
9:42	9:48	9:54	10:04	10:12	10:19	10:31	10:42
10:12	10:18	10:24	10:34	10:42	10:49	11:01	11:12
10:42	10:48	10:54	11:04	11:12	11:19	11:31	11:42
11:12	11:18	11:24	11:34	11:42	11:49	12:01	12:12
11:42	11:48	11:54	12:04	12:12	12:19	12:31	12:42
12:12	12:18	12:24	12:34	12:42	12:49	1:01	1:12
12:42	12:48	12:54	1:04	1:12	1:21	1:35	1:47
1:12	1:18	1:24	1:34	1:42	1:51	2:05	2:17
1:47	1:53	1:59	2:09	2:17	2:26	2:40	2:52
2:17	2:23	2:29	2:39	2:47	2:56	3:10	3:22
2:52	2:58	3:04	3:14	3:22	3:31	3:45	3:57
3:22	3:28	3:34	3:44	3:52	4:01	4:15	4:27
3:57	4:03	4:09	4:19	4:27	4:36	4:50	5:05
4:27	4:33	4:39	4:49	4:57	5:06	5:20	5:35
5:05	5:11	5:17	5:27	5:35	5:46	6:00	6:10
5:35	5:41	5:47	5:55	6:00	ends at Forest/Congress		
6:10	6:14	ends at Franklin Towers					

SATURDAY

8:00	8:05			8:13	8:20	8:33	8:42
8:42	8:49		8:55	9:02	9:09	9:22	9:32
9:32	9:39		9:45	9:52	9:59	10:12	10:22
10:22	10:29		10:35	10:42	10:49	11:02	11:15
11:15	11:22		11:28	11:35	11:42	11:55	12:05
12:05	12:12		12:18	12:25	12:32	12:45	12:55
12:55	1:02		1:08	1:15	1:23	1:37	1:48
1:48	1:55		2:01	2:08	2:15	2:29	2:40
2:40	2:46		2:52	2:58	3:07	3:22	3:33
3:33	3:40		3:48	3:54	4:03	4:18	4:29
4:29	4:36		4:44	4:50	4:59	5:14	5:25
5:25	5:32		5:40	5:46	5:54	6:08	6:19
6:19	6:25	ends at Franklin Towers					

NO SUNDAY SERVICE

METRO bus travels throughout Portland, Westbrook, Falmouth and the Maine Mall area of South Portland. Connect to Amtrak/ DownEaster, Concord Coach and Portland Jetport on METRO Route #5.

Regional Monthly Passes (for travel on METRO and South

Att. G

Neighborhood Meeting Certification

16 Middle Street & 185 Fore Street

I, David Lloyd hereby certify that a neighborhood meeting was held on June 12, 2014 at Remax by the Bay, 88 Middle Street @ 5:30 pm.

I also certify that on May 29th invitations were mailed to all addresses on the mailing list provided by the Planning Division, including property owners within 500 feet of the proposed development and the residents on the "interested parties" list.

Signed,



June 16, 2014

Attached to this certification are
1. Copy of the invitation sent
2. Sign-in sheet
3. Meeting minutes

A R C H E T Y P E

May 23, 2014

Dear Neighbor:

Please join us for a neighborhood meeting as we share plans for the construction of a five story mixed use building located at 16 Middle Street, Portland Maine and the construction of a four story mixed use building at 185 Fore Street, Portland Maine.

Meeting Location: RE/MAX By The Bay, The Common at 88 Middle Street Portland, Maine
Meeting Date: June 12, 2014
Meeting Time: 5:30 PM

(The City code requires that property owners within 500 feet (1000 feet for proposed industrial subdivisions and industrial zone changes) of the proposed development and residents on an "interested parties list", be invited to participate in a neighborhood meeting. A sign-in sheet will be circulated and minutes of the meeting will be taken. Both the sign-in sheet and minutes will be submitted to the Planning Board.)

If you have any questions, please call Nathan Bateman, (207) 772-2992. Or email at nathan@batemanpartnersllc.com

Sincerely,



David Lloyd
Maine Licensed Architect

Note:
Under Section 14-32(C) and 14-524(a)d of the City Code of Ordinances, an applicant for a Level III development, subdivision of over five lots/units, or zone change is required to hold a neighborhood meeting within 30 days of submitting a preliminary application or 21 days of submitting a final site plan application, if a preliminary plans was not submitted. The neighborhood meeting must be held at least seven days prior to the Planning Board public hearing on the proposal. Should you wish to offer additional comments on this proposed development, you may contact the Planning Division at 874-8721 or send written correspondence to the Planning and Urban Development Department, Planning Division 4th Floor, 389 Congress Street Portland, ME 04101 or by email: to bab@portlandmaine.gov

48 Union Wharf, Portland, Maine 04101 (207) 772-6022 • Fax (207) 772-4056

SIGN UP SHEET

185 Fore Street - 16 Middle Street

12-Jun-14

	Name	Address
1	Bob LeBlanc	145 Newbury Street Portland
2	Peter Martin	20 Sequoia Lane Scarb.
3	Dorie Lowe	40 Federal St
4	Loren Ayer	147 Fore St
5	Liv Chase	52 Federal/48 Hancock/51 Hancock
6		
7		
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17		
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21		
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23		
24		
25		
26		

Neighborhood Meeting Notes

16 Middle Street & 185 Fore Street

Thursday, June 12, 2014

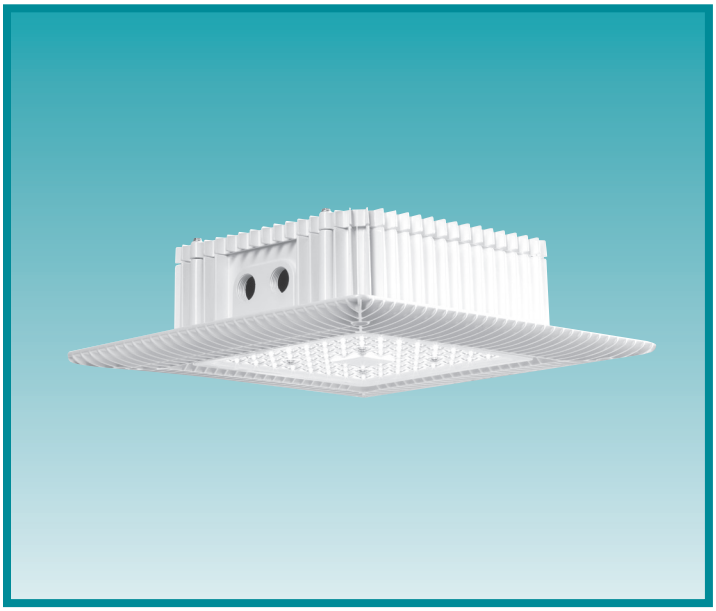
Presenters: Nathan Bateman, Bateman Partners

David Lloyd Architect, Archetype Architects

1. David Lloyd Architect and Nathan Bateman Developer gave an overview of both projects
2. Questions asked what is the height of 185 Fore Street? Architect gave heights for cornice & mezzanine level.
3. Question asked if views along India Street towards water would be blocked. Architect described placement of building. Described how it is set back from street on second floor on south end and the fact that views down India are important to our project as we realize other developments between our building and the water will be going up in the future.
4. Liv chase remarked that the buildings are beautiful.
5. Overall there was a positive reaction to the projects.
6. Parking arrangement with garage was discussed and explained by Nathan Bateman.
7. Question of what was asked as to users of first floor of 16 Middle Street. Answer was that it can be retail, commercial, restaurant, basically bank to restaurant use but not confirmed at this time.
8. Discussions went into general discussion of future development in the neighborhood. Participants in the group were positive and encouraged by changes in the neighborhood.

End of Notes

FueLED RECESSED CANOPY LIGHT



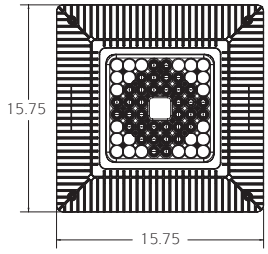
Petroleum marketers have long recognized the critical role outdoor lighting plays in attracting customers in a highly competitive marketplace. Now you can maximize your visibility with brilliant canopy illumination and set your location apart with the FueLED recessed petroleum canopy luminaire. With an ultra-thin profile, the FueLED luminaire is capable of producing greater than 14,000 lumens of delivered light at a power consumption of less than 140 watts. Lumen packages with efficacies up to 100 lumens per watt are available in several application-specific light patterns. Whether it is new construction or retrofit applications, FueLED gives you the solution to your retail petroleum lighting needs.

Fixture Specifications

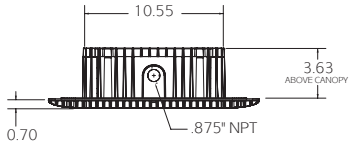
FEATURES

- Made from low-copper marine-grade cast aluminum
- The FueLED optical assembly is designed to exceed IP66 design standards allowing for light hose-down cleaning
- Application-specific optics maximize energy efficiency by focusing illumination on key areas and preventing wasted light
- The unique all-inclusive housing provides an integral wiring and driver compartment for ease of installation
- Replaceable LED module enables future upgrades and service for the LED light engine
- Thermal frame technology provides state-of-the-art passive cooling in the most demanding environments

DIMENSIONS



Bottom



Side

ORDERING INFORMATION

SAMPLE CATALOG NUMBER

XXXXX	XX	7	XXXX	XXX	5	WH
Series	LED Quantity	LED Driver	Voltage	Optics	Color Temp.	Color

SERIES
FLED LED Under Canopy Light

LED QUANTITY
24 60 Watts
36 90 Watts
48 115 Watts
60 135 Watts

LED DRIVER
7 700mA

VOLTAGE
UNIV 120-277V
347 347V
480 480V

OPTICS
CVQ Concentrated Square
-designed for Gas Station Canopy Applications
CVD Concentrated Round
-designed for Soffit Applications

COLOR TEMPERATURE
5 5000K, 70 CRI

COLOR
WH White

RETROFIT OPTIONS

SURFACE MOUNT OPTIONS
FLED-RT1 FueLED Retrofit Kit (fits Whiteway Vision, Riviera 2, Thunderbird)
FLED-RT2 FueLED Retrofit Kit (fits Whiteway Riviera 1, LSI Masters, Dakota)
FLED-RT3 FueLED Retrofit Kit (fits Jet Phillips)

RECESSED OPTIONS
FLED-CP Cover Plate for direct mounting to canopy

Consult factory for additional options.

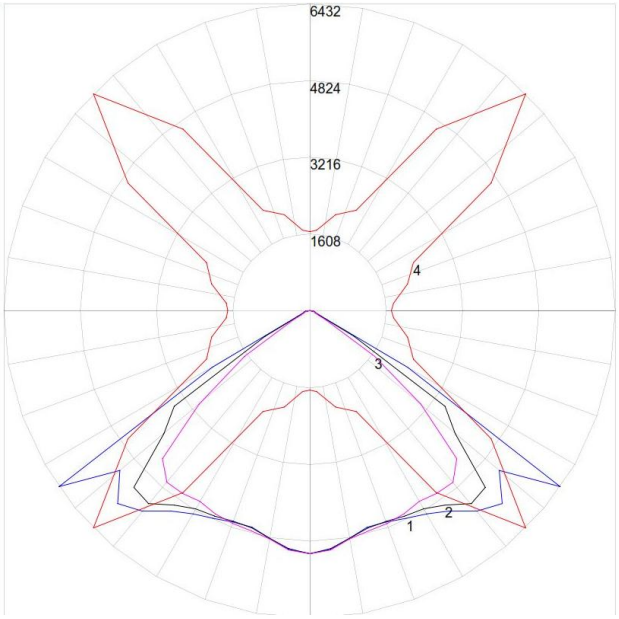
WHITEWAY
A HUBBELL LIGHTING, INC. COMPANY
Performance Designed Lighting Products
www.whiteway-ltg.com
www.hubbelllighting.com
1085 Johnson Drive • Buffalo Grove, IL 60089 • TOLL-FREE: 800-544-4848 • PHONE: 847-279-0627 • FAX: 847-279-0642

FueLED Luminaire Performance Summary[1]

Type	Engine	Delivered Lumens	No. of LEDs	CCT	System Wattage	Lumens per Watt	Replaces
CVD Concentrated Round	24-N-700	5,738	24	5000K	58	98.9	175W
	36-N-700	8,608	36	5000K	87	98.9	250W
	48-N-700	11,477	48	5000K	115	99.8	320W
	60-N-700	14,347	60	5000K	144	99.6	400W
CVD[2] Concentrated Square	24-N-700	5,453	24	5000K	58	94	175W
	36-N-700	8,179	36	5000K	87	94	250W
	48-N-700	11,810	48	5000K	115	102.7	320W
	60-N-700	13,632	60	5000K	136	100.2	400W

1. All performance data has been acquired by physical test reports conducted to LM-79-08 standards in a controlled testing laboratory.
2. CVQ optics meet DLC zonal lumen requirements.
3. CVQ optic provides application-optimized vertical and horizontal illumination levels while providing excellent uniformity.

Photometrics



Maximum Candela = 6432 Located At Horizontal Angle = 45, Vertical Angle = 55
1 - Vertical Plane Through Horizontal Angles (45 - 225) (Through Max. Cd.): BLUE
2 - Vertical Plane Through Horizontal Angles (60 - 240): BLACK
3 - Vertical Plane Through Horizontal Angles (90 - 270): MAGENTA
4 - Horizontal Cone Through Vertical Angle (55) (Through Max. Cd.)
Light Laboratory Inc. Certifiied Test Report # L09122601
Luminaire Photometric Testing performed to IESNA LM-79-08 Standards

QSP/RTP LED

ARCHITECTURAL WALLPACKS

Cat.#	
Job	Type

HUBBELL® Outdoor Lighting

Approvals

SPECIFICATIONS

APPLICATIONS

- Architectural wallpack in two stylish shapes with molded contours to accentuate building architecture. Provides excellent illumination in energy-saving LED systems.

Construction:

- Die cast aluminum housing and door
- Different powder coat finishes available

Performance:

- Type II Distribution
- Wattage 36w

LED:

- LED color temperature 4700K
- LED produces 2500 lumens

Electrical:

- Single class 2 driver
- 120-277VAC 50/50Hz
- Powerfactor ≥ 90%
- THD (Total Harmonic Distortion) <20%

Listings:

- UL 1598 listed for use in wet locations
- Zero uplight (U0), dark sky, neighbor friendly
- DLC pending

Warranty:

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

PRODUCT IMAGE(S)

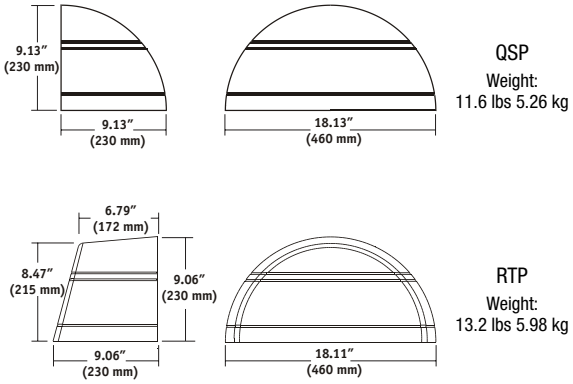


QSP



RTP

DIMENSIONS



SHIPPING INFORMATION

Catalog Number	G.W(kg)/ CTN	Carton Dimensions		
		Length Inch (cm)	Width Inch (cm)	Height Inch (cm)
QSP	17 (7.7)	20.5 (52)	10.5 (26)	11 (28)
RTP	18 (8.2)	20.5 (52)	11.5 (29)	11.5 (29)

CERTIFICATIONS/LISTINGS

c UL us

ORDERING INFORMATION

ORDERING EXAMPLE: QSP-20LU-5K-2-050-BZ-PC1

QSP	-	20LU	-	5K	-	2	-	050	-	DB	-	
SERIES		SOURCE/VOLTAGE LED		CCT		DISTRIBUTION		DRIVE CURRENT		FINISH		OPTIONS

SERIES

- **RTP** Radius Trapeziod
- **QSP** Quartersphere

SOURCE/VOLTAGE LED

- **20LU** 36w LED, 120-277V

CCT

- **5K** 4700K nominal

DISTRIBUTION

- **2** Type II

DRIVE CURRENT

- **050** 500mA

FINISH

- **DB** Bronze

PREMIUM COLORS

- **BL** Black
- **GR** Gray
- **WH** White
- **PS** Platinum
- **CC** Custom Color

OPTIONS

- **PC(X)** Button photocontrol, specify voltage 1-120V, 2-208V, 3-240V, 4-277V

Contractor shall confirm fixture finish with Architect

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PERFORMANCE DATA

				5K (4700K nominal, 67 CRI)				
# OF LEDS	DRIVE CURRENT	SYSTEM WATTS	DIST. TYPE	LUMENS	LPW[1]	B	U	G
20	STD. (500mA)	36w	2	2500	70	1	0	1

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown. Actual performance may differ as a result of end-user environment and application.

LUMINAIRE AMBIENT TEMPERATURE FACTOR (LATF)

AMBIENT TEMPERATURE		LUMEN MULTIPLIER
0˚ C	32˚ F	1.02
10˚ C	50˚ F	1.01
20˚ C	68˚ F	1.00
25˚ C	77˚ F	1.00

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

ELECTRICAL DATA

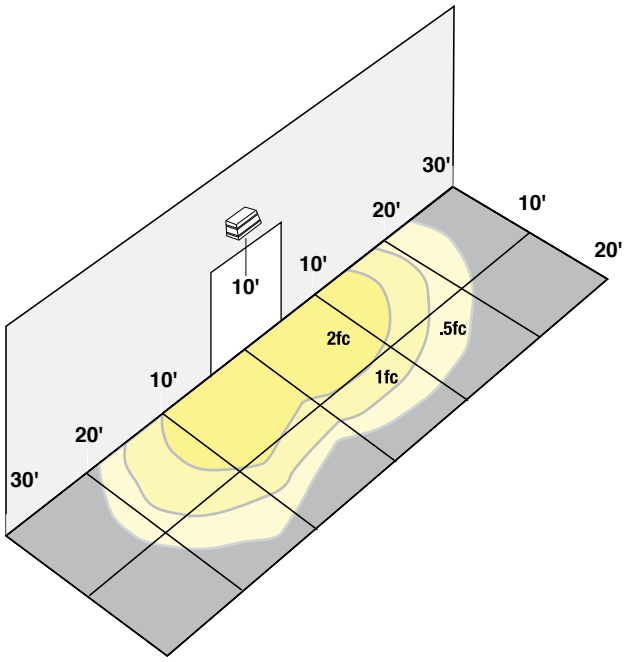
# OF LEDS	DRIVE CURRENT (mA)	INPUT VOLTAGE (V)	SYSTEM POWER (w)	CURRENT (Amps)
20	STD. 500mA)	120	36	.31
		277	36	.15

PROJECTED LUMEN MAINTENANCE

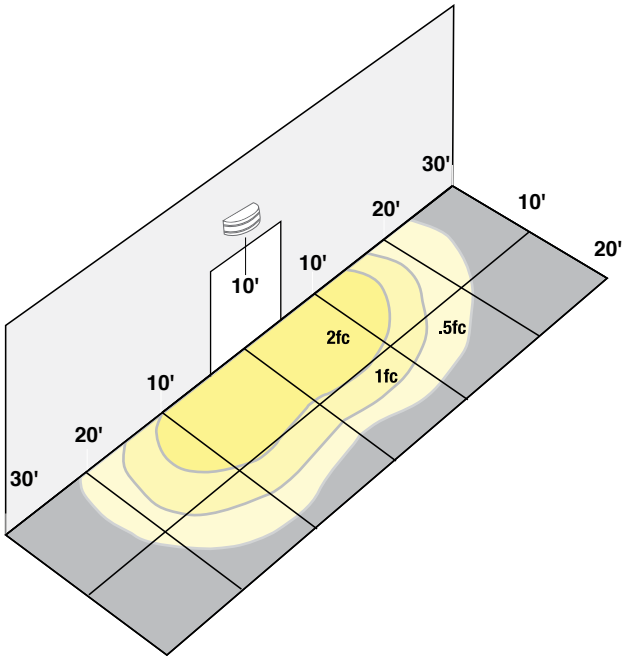
	OPERATING HOURS				
Ambient Temp.	0	25,000	TM-21-11[1] 36,000	50,000	L70 (hours)
25°C / 77°F	1	.92	.89	.86	>120,000

1. Projected per IESNA TM-21-11 * (CREE XT-E, 1000mA, 6,000hrs)
Data references the extrapolated performance projections for the TRP base model in a 25°C ambient, based on 6,000 hours of LED testing per IESNA LM-80-08.

PHOTOMETRIC REPORTS



RTP



QSP

Hubbell Outdoor Lighting • 701 Millennium Boulevard • Greenville, SC 29607 • Phone: 864-678-1000
Due to our continued efforts to improve our products, product specifications are subject to change without notice.
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VSCL

Venere® — Large Contemporary



FEATURES

- Integral secondary source to provide illumination to path of egress
- One-piece memory retentive silicone gasket seals out contaminants.
- Six optical configurations available. Configurable as an uplight, downlight, or uplight/downlight.
- Available with full cutoff option
- Available with a wide variety of fascia options
- EISA compliant
- IP65 rated
- Powder coat finish in our 13 standard colors with a polymer primer sealer

ORDERING INFORMATION

VSCL - _____ - _____ - _____ - _____

MODEL	
VSCL-DB	Down beam and egress.
VSCL-DS	Down spread and egress. **Available only with MHT6EB.**
VSCL-UB	Up beam and egress.
VSCL-US	Up spread and egress. **Available only with MHT6EB.**
VSCL-DBUS	Down beam/up spread and egress. **Available only with MHT6EB.**
VSCL-UBDS	Up beam/down spread and egress. **Available only with MHT6EB.**

LAMP/BALLAST	
39MHT6EB	39 watt electronic metal halide 120 thru 277 volt ballast. Use G12 base, T-6 ceramic lamp.
70MHT6EB	70 watt electronic metal halide 120 thru 277 volt ballast. Use G12 base, T-6 ceramic lamp.
35R111EB	35 watt electronic metal halide R111, 120 thru 277 volt ballast.
70R111EB	70 watt electronic metal halide R111, 120 thru 277 volt ballast.
50PLL	50 watt PL-L compact fluorescent ballast, 120 thru 277 volt ballast. Use 4-pin, 50 watt lamp.

DECORATIVE FASCIA OPTIONS	
SSRW	With stainless steel rods. No screen.
SSWD	Stainless steel rods with wide slot screen
SSNW	Stainless steel rods with narrow slot screen
SSPF	Stainless steel rods with perforated screen
SSCS	Stainless steel rods with custom screen*

* Contact factory for custom designs

OPTIONS	
FCO	Full cutoff shield. **Available with DB or DS.**
NEG	No egress lamp (blocked opening)
SSP	Decorative fascia screen in stainless steel

COLORS	
AWT	Arctic White
BLK	Black
MTB	Matte Black
DGN	Dark Green
DBZ	Dark Bronze
WRZ	Weathered Bronze
BRM	Metallic Bronze
VBL	Verde Blue
CRT	Corten
MAL	Matte Aluminum
MDG	Medium Grey
ATG	Antique Green
LGY	Light Grey
RAL/ PREMIUM COLOR	Provide a RAL 4 digit color number
CUSTOM COLOR	Please provide a color chip for matching



SSWD



SSNW

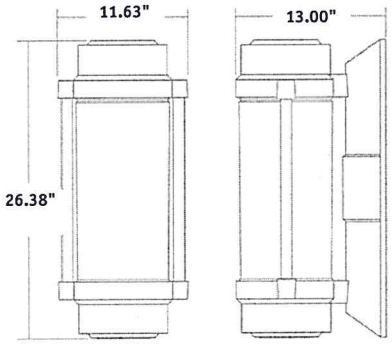


SSPF



SSCS

DIMENSIONS



VSCL

VSCL
Wt: 29 lbs