

1. Legal Ad

Documents: [PB LEGAL AD 8-11-15.PDF](#)

2. Agenda

Documents: [PB AGENDA 8-11-15.PDF](#)

3. 425 Marginal Way

3.I. Memo

Documents: [MARGINAL WAY - 425 \(MEMO\).DOC](#)

3.II. Staff Attachments

Documents: [MARGINAL WAY - 425 \(STAFF ATTACHMENTS\).PDF](#)

3.III. Applicant Submission

Documents: [MARGINAL WAY - 425 \(APPLICANT SUBMISSIONS\).PDF](#)

4. B-7 Parking Revisions

4.I. PB Memo

Documents: [B-7 PARKING REVISIONS \(PB MEMO\).PDF](#)

5. 17 Carleton Street

5.I. Report

Documents: [CARLETON ST. - 17 \(REPORT\).PDF](#)

5.II. Memo Attachments

Documents: [CARLETON ST. - 17 \(MEMO ATTACHMENTS\).PDF](#)

5.III. Public Comment

Documents: [CARLETON ST. - 17 \(PUBLIC COMMENT\).PDF](#)

5.IV. Applicants Submittal Original

Documents: [CARLETON ST. - 17 \(APPLICANTS SUBMITTAL ORIGINAL\).PDF](#)

5.V. Applicants Submittal Revision

Documents: [CARLETON ST. - 17 \(APPLICANTS SUBMITTAL REVISION\).PDF](#)

5.VI. Plans

Documents: [CARLETON ST. - 17 \(PLANS\).PDF](#)

6. 605 Stevens Avenue (Motherhouse)

6.I. Report

Documents: [STEVENS AVE. - 605 \(REPORT\).PDF](#)

6.II. REPORT ATTACHMENTS

Documents: [STEVENS AVE. - 605 \(REPORT ATTACHMENTS\).PDF](#)

6.III. PUBLIC COMMENT

Documents: [STEVENS AVE. - 605 \(PUBLIC COMMENT\).PDF](#)

6.IV. APPLICANTS SUBMITTAL

6.IV.i. Att. A (1 Of 3)

Documents: [STEVENS AVE. - 605 1 OF 3 \(ATT. A\) \(PB WORKSHOP SUBMISSIONS\).PDF](#)

6.IV.ii. Att. A (2 Of 3)

Documents: [STEVENS AVE. - 605 2 OF 3 \(ATT. A\) \(PB WORKSHOP SUBMISSIONS\).PDF](#)

6.IV.iii. Att. A (3 Of 3)

Documents: [STEVENS AVE. - 605 3 OF 3 \(ATT. A\) \(PB WORKSHOP SUBMISSIONS\).PDF](#)

6.IV.iv. Att. B

Documents: [STEVENS AVE. - 605 \(ATT. B\) \(PB WORKSHOP SUBMISSIONS\).PDF](#)

6.IV.v. Att. C

Documents: [STEVENS AVE. - 605 \(ATT. C\) \(FINAL SUBMISSION PART 1 JULY 27, 2015\).PDF](#)

6.IV.vi. Att. D

Documents: [STEVENS AVE. - 605 \(ATT. D\) \(FINAL SUBMISSION PART 2 JULY 29, 2015\).PDF](#)

6.IV.vii. Att. E

Documents: [STEVENS AVE. - 605 \(ATT. E\) \(NEIGHBORHOOD MTG. DOCUMENTS\).PDF](#)

6.IV.viii. Att. F

Documents: [STEVENS AVE. - 605 \(ATT. F\) \(MOTHERHOUSE CONDO UNITS CONDO. DOCUMENTS\).PDF](#)

6.IV.ix. Att. G

Documents: [STEVENS AVE. - 605 \(ATT. G\) PARKING BACKGROUND 8-5-15.PDF](#)

6.V. PLANS

Documents: [STEVENS AVE. - 605 \(FINAL PLANS\).PDF](#)

**LEGAL ADVERTISEMENT
PORTLAND PLANNING BOARD MEETING**

The Portland Planning Board will hold a meeting on Tuesday, August 11, 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 and Text Amendment; 425 Marginal Way; U-Haul International, Inc., Applicant. (4:30- 5:30 p.m. estimated time) The Board will hold a workshop on a proposed rezoning from the Urban Commercial Mixed Use B-5 Zone to the Industrial IL-B with an accompanying text amendment to add self-storage facilities and outdoor storage and rental of moving equipment as permitted uses. The Board will also consider an alternative option to add the proposed text amendment in the B-5 zone.
- ii. B-7 Parking Revisions. (5:30 – 6:30 p.m. estimated time) The Board will hold a workshop on a zoning text amendment in the B-7 zone reducing the required parking lot setback for existing gravel areas that propose a certain level of building development on the site. The Board will also consider an amendment that would allow commercial kitchens as a permitted use with an accompanying retail store or testing room.

Public Hearing – 7:00 p.m.

- i. Level III Site Plan and Subdivision; 17 Carleton Street; Avesta Housing, Applicant. (7:00 – 8:30 p.m. estimated time) The Board will hold a public hearing on a 37 unit affordable housing project with a total floor area of 26,375 sq. ft. and a building footprint of 5,495 sq. ft. The bedroom mix is for 9 efficiency, 26 one-bedroom and 2 two-bedroom units. A total of 31 parking spaces are proposed for this project.
- ii. Level III Site Plan and Subdivision; 605 Stevens Avenue; Motherhouse Associates, LP, and Sea Coast at Baxter Woods Associates, LLC, Applicants. (8:30 p.m. estimated time) The Board will hold a public hearing on the proposed rehabilitation of the former St. Joseph's Convent (Motherhouse) into 88 units of senior housing, with 66 affordable units and 22 market rate units. The overall property includes 18.98 acres and the proposal includes subdividing the McAuley campus into four lots. Seventy-three (73) parking spaces with 9 handicap spaces are proposed on Lot 3 (4.39 acre lot) for the Motherhouse Senior Housing.

STUART O'BRIEN, CHAIR - PORTLAND PLANNING BOARD

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

AGENDA
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WORKSHOP – 4:30 p.m.

- i. Zoning Map and Text Amendment; 425 Marginal Way; U-Haul International, Inc., Applicant. (4:30-5:30 p.m. estimated time) The Board will hold a workshop on a revised zoning application. The applicant is no longer pursuing an Industrial ILb map and text amendments. The applicant is now requesting a text amendment to add self-storage facilities and outdoor storage and rental of moving equipment as a permitted use in the Urban Commercial Mixed Use B-5 zones located on the peninsula.
- ii. B-7 Parking Revisions. (5:30 – 6:30 p.m. estimated time) The Board will hold a workshop on a zoning text amendment in the B-7 zone reducing the required parking lot setback for existing gravel areas that propose a certain level of building development on the site. The Board will also consider an amendment that would allow commercial kitchens as a permitted use with an accompanying retail store or testing room.

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:**

July 28, 2015:

Afternoon Workshop: All members were present.

Public Hearing: All members were present.

Evening Workshop: All members were present.

August 4, 2015:

Evening Workshop: All members were present.

4. **REPORT OF DECISIONS AT THE MEETING HELD AT THE FOLLOWING MEETINGS:**

July 28, 2015:

- i. Level III Site Plan; 5 Briggs Street; Briggs Street Property, LLC., Applicant. Boepple moved and Morrisette seconded a motion to approve the subdivision plat with three conditions of approval. Board voted 7-0. Boepple moved and Morrisette seconded a motion to approve the site plan with five conditions of approval. Board voted 7-0.

August 4, 2015: There were no public hearing items to report on.

5. NEW BUSINESS

- i. Level III Site Plan and Subdivision; 17 Carleton Street; Avesta Housing, Applicant. (7:00 – 8:30 p.m. estimated time) The Board will hold a public hearing on a 37 unit affordable housing project with a total floor area of 26,375 sq. ft. and a building footprint of 5,495 sq. ft. The bedroom mix is for 9 efficiency, 26 one-bedroom and 2 two-bedroom units. A total of 31 parking spaces are proposed for this project.
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STUART O'BRIEN, CHAIR - PORTLAND PLANNING BOARD

Memorandum
Planning and Urban Development Department
Planning Division



To: Stuart O'Brien, Chair and Members of the Portland Planning Board

From: Richard Knowland, Senior Planner

Date: August 8, 2015

Re: U-Haul Text Amendment; 411-425 Marginal Way; U-Haul International, Inc.

Project #: 2015-090 CBL: 8-A-5

Meeting Date: August 11, 2015

I. INTRODUCTION

A workshop has been scheduled to consider a proposal by U-Haul Moving and Storage Co. of New Hampshire and Maine to amend the B-5 zone text to allow self-storage facilities (on-peninsula) and moving equipment rental and outdoor storage (on-peninsula).

In addition to a legal ad appearing in the August 3, 2015 and August 4, 2015 editions of the Portland Press Herald, notices were sent to the Interested Parties List.

II. APPLICANT PROPOSAL

Applicant is requesting a text amendment that would allow self-storage facilities (on-peninsula) and moving equipment rental and outdoor storage (on-peninsula) in the B-5 zone as a permitted use. The current B-5 zone does not allow self storage uses. The closest use in the B-5 zone akin to self-storage facilities is warehousing which the Zoning Administrator has determined is not the same use.

Recently the applicant acquired a one story building at 425 Marginal Way (the old AAA building). U-Haul received staff site plan approval for a retail use and equipment storage on October 22, 2014 for this site. Upon further consideration, applicant would like to pursue a self-storage facility for this property but presently zoning does not allow this use. Applicant would also like to specifically amend the text by adding moving equipment rental and outdoor storage as a permitted use.

Initially U-Haul's application included a map change to I-Lb and a text amendment to the I-Lb allowing self storage. Applicant has subsequently re-submitted the application and has requested only a B-5 text amendment.

III. BACKGROUND

U-Haul has occupied their existing facility at 411 Marginal Way property for over 30 years. A review of City zoning maps reveals a previous I-2 Industrial designation for this site (zoning maps dated 1975 and February 1990). The parcel was rezoned along with other East Bayside properties from I-2 to B-5 when the B-5 zoning text was enacted in 1993. The B-5 was extended for all lots having frontage on Marginal Way while properties along Anderson Street (south of the rail corridor, now the Bayside Trail) remained an industrial designation (now I-Lb).

The earlier I-2 zoning text allowed the U-Haul use as a permitted use. City files indicate that U-Haul received a site plan approval in the 1980's and a site plan approval in 1992 for "three mini-self storage units" with zoning noted as I-2 zone. When the U-Haul site was later designated B-5, the U-Haul use evidently became non-conforming (at least for self-storage) on their main site.

The I-Lb that replaced the I-2 zone does not allow self-storage so extending the adjacent I-Lb district to the U-Haul site is not an option.

It appears the B-4 zone is the lone zoning district allowing a self-storage use.

IV. Land Use Policy Considerations

Purpose Section

The purpose section (sec 14-230) of the B-5 Urban Commercial Mixed Use Zone is shown below.

The purpose of the B-5 and B-5b zones is to provide zones in areas of the peninsula near the central business district where a mixture of uses, including marine, industrial, commercial and residential, is encouraged. The B-5 and B-5b zones are characterized by larger undeveloped lots with great potential for denser, clustered, urban mixed use development and more efficient reuse of existing land and buildings.

It is anticipated that such cleaner, mixed uses would rely on a shared infrastructure system, including service alleys, parking lots, public transportation facilities, stormwater management, and driveways.

Existing B-5 and B-5b Zones

B-5 -- Aside from the existing East Bayside B-5 that runs along Marginal Way, there are several other areas of the city that have B-5 zones. At the corner of Marginal Way and Forest Avenue there is a small B-5 which includes a CMP sub-station and Enterprise Rental. This is a remnant of the old B-5 zone in West Bayside which was replaced by the B-7.

Thompsons Point is zoned B-5 as is the Waynflete School recreation parcel along the Fore River and several other nearby parcels including land on the southerly end of Oowsland Street. The Waynflete parcel and Powsland Street parcels are questionable as a B-5 designation and merit consideration for a different zone.

B-5b – There are three B-5b zones on the peninsula. B-5b districts have been implemented in intown locations where a more urban and dense development pattern is desired in context to its neighboring area. Generally “b” designations in the zoning ordinance have been used to distinguish an urban application of a zone (such as B-1b, B-2b, B-5b) in contrast to a less urban location (in the case of B-5, a site such as Thompsons Point).

Two of the B-5b zones are located east and west of the Fore River Bridge along the northerly side of Commercial Street. One zone runs west of the bridge to near Cassidy Point. The second runs from Harbor View Park to the new Marriot Courtyard Hotel. The third zone includes several blocks by Fore Street and India Street.

Zoning Implications – The applicant's proposal limits the proposed text amendments to “on-peninsula locations”. Given the context of Thompson's Point and the Waynflete parcels, this is an appropriate restriction as self-storage (and moving equipment rental and storage) would seem highly undesirable for these locations.

The three B-5b zones listed above are also inappropriate locations for self-storage (and moving equipment rental and storage). These districts are in urban areas in which dense development incorporating uses for housing and employment opportunities are far more appropriate than storage. Staff would therefore recommend that the proposed amendments be further refined to limit such uses to only the B-5 zone (excluding B-5b) in on-peninsula locations.

East Bayside Neighborhood Study

In 2009 the Muskie School of Public Service and the East Bayside Neighborhood Organization collaborated on a neighborhood study of East Bayside. The study is shown as Attachment 1. The study included a preliminary neighborhood asset review, business district survey and community forums to discuss neighborhood issues. The report's recommendations focused primarily on physical improvements such as pedestrian amenities, streetscapes, open space and trail linkages with very limited discussion on land use policy. This study was not formally adopted by the City.

The study did recommend that a neighborhood master vision and long term plan be initiated. One of the suggested issues to be explored in a vision plan was the following:

The industrial district north of Fox Street offered the greatest potential for redevelopment. A long-range vision should explore the potential of strategically modifying allowed uses, and envision the potential of future public and private development in this area to meet community needs.

East Bayside Brownfields Area Wide Plan

The Greater Portland Council of Governments and the City of Portland are cooperating with the US EPA in a brownfields planning project for East Bayside. The project will include brownfields soil testing, identification of neighborhood assets and liabilities, design charrettes, public forums, marketing study and a brownfields area wide plan. While the project will focus on particular brownfields sites, it provides the opportunity to engage the neighborhood in planning related issues. Unfortunately U-Haul and the brownfields project are on separate time lines. The brownfields project will start in September but has a two year project time line for completion.

V. DRAFT OF PROPOSED AMENDMENT

A draft of the proposed text amendment follows. The applicant's proposal and a staff version of the amendments has been presented.

Applicant's Proposal

Insert in Section 14-230.1 (b) (4) and (5) new text as follows:

(4) Self-storage facilities (on-peninsula)

(5) Moving equipment rental and outdoor storage (on-peninsula)

Staff Proposal

Insert in Section 14-230.1 (a) (26) and (27) new text as follows:

(26) Self-storage facilities in B-5 zone (on-peninsula)

(27) Moving equipment rental and outdoor storage in B-5 zone (on-peninsula)

Note: A minor housekeeping note. Staff proposal lists the amendments under the commercial section (a) of the B-5 text while the applicant lists the amendments under the industrial section (b). There is no significant issue either way.

VI. SUMMARY

Applicant has submitted an application to the B-5 zone text to allow self-storage facilities and moving equipment rental and outdoor storage as a permitted use. Both uses would be restricted to on-peninsula locations. This would allow the existing U-Haul facility to become a conforming use and allow this use to be extended into the building at 425 Marginal Way.

Staff is recommending that amendments be further restricted to the B-5 zone exclusively since the B-5 and B-5b share the same zoning text. The B-5b by all accounts is an inappropriate zone for this use. Staff would further recommend that this use include a specific screening and buffer standard so that equipment is properly screened and equipment remains on-site and not within the public right of way.

East Bayside is clearly a neighborhood in transition with many changes over the past decade particularly the introduction of new uses in the B-5 and I-Lb zone. While the upcoming brownfields planning study could be a helpful forum to discuss land use policy issues and a future vision for East Bayside, the timing of that study and the applicant's present application do not mesh. Staff in reviewing the applicant's proposal has attempted to narrow the scope of the amendments since a self-storage use is problematic for most of the other B-5/B-5b zones in the city.

Board guidance on an appropriate text to advertise for purposes of holding a public hearing is requested.

ATTACHMENTS

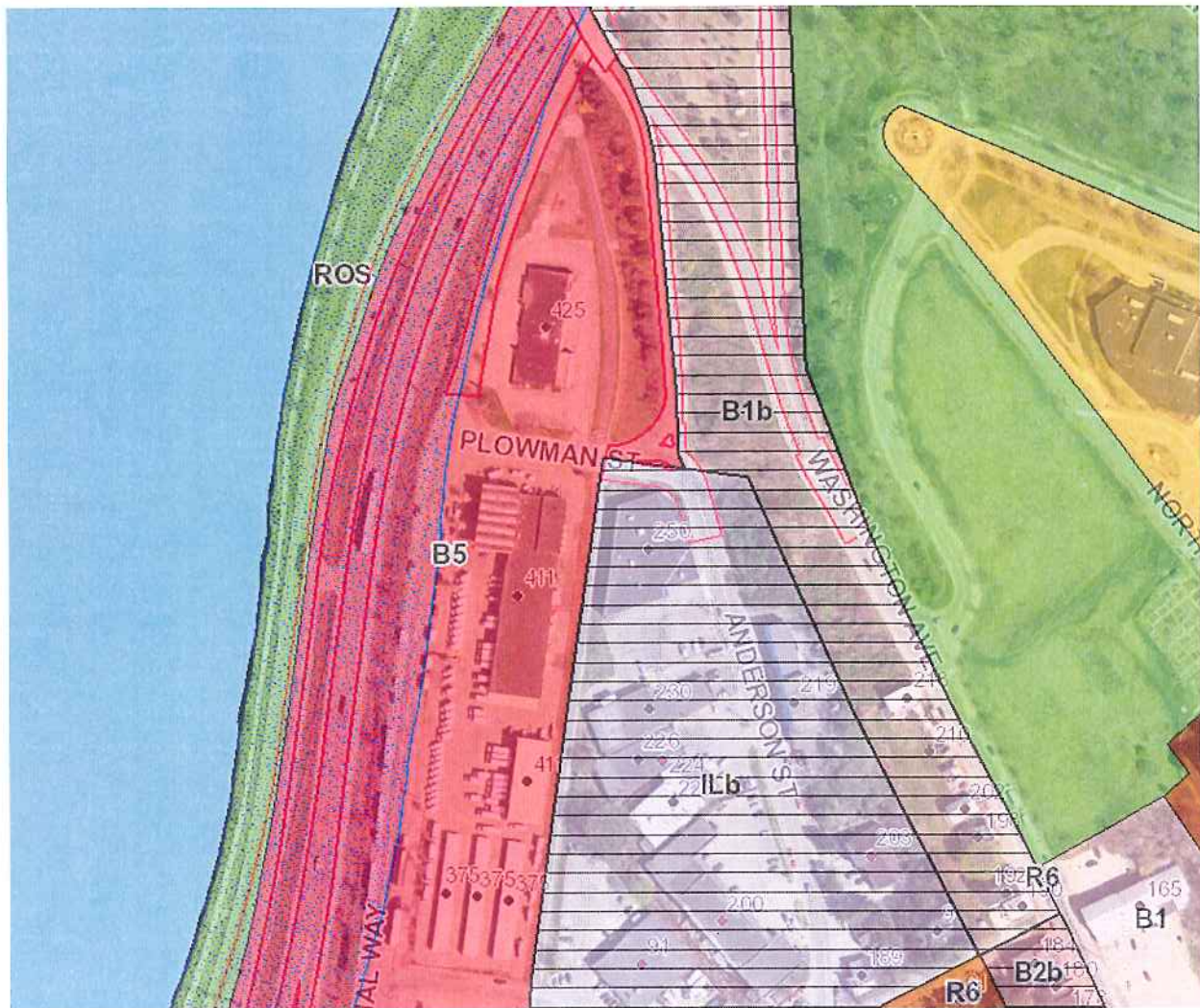
Staff Attachments

1. Vicinity Zoning Map
2. 425 Marginal Way Site Plan Administrative Review (2014)
3. East Bayside Neighborhood Study
4. Written Public Comment

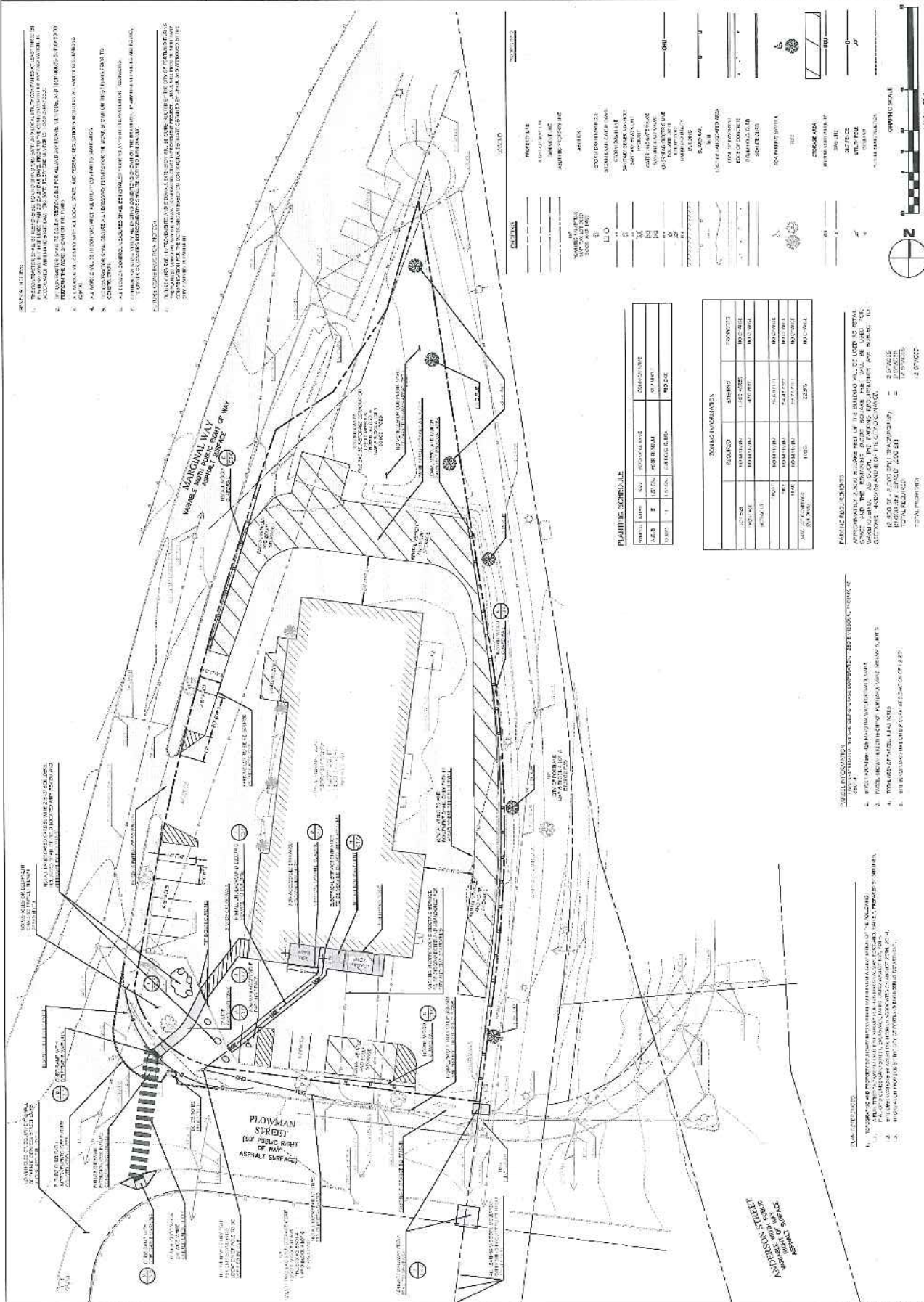
Applicant Submissions

- A. U-Haul Application
- B. Proposed Text Amendment

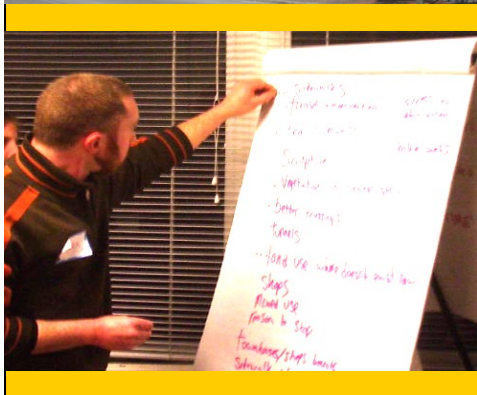
Zoning Districts in Vicinity of U-Haul Parcels



U-Haul Parcels at 425 Marginal Way and 411 Marginal Way



Prepared by the **Planning Workshop, 2009**
Muskie School of Public Service
Community Planning & Development Program



East Bayside Neighborhood Study

Planning Workshop 2009

Community Planning & Development Program, Muskie School of Public Service

Community Client:

East Bayside Neighborhood Organization
Belinda Ray, president
Ward Willis, liaison to Planning Workshop

Community Partners:

Kevin Donoghue, Portland City Councilor (District 1)

Portland Housing Authority
Mark Adelson, Assistant Director

City of Portland Public Services
Mike Bobinsky, Director

Franklin Arterial Study Group
Marcos Miller, Co-Chair

Planning Workshop 2009:

Alan Holt, Adjunct Professor
Cotton Estes, Teaching Assistant
Jessa Berna, Paul Connair, Sophie DeMaio, Shelley Hodges,
Emily Reinholt, & William Walker, students.



UNIVERSITY OF
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Spring 2009

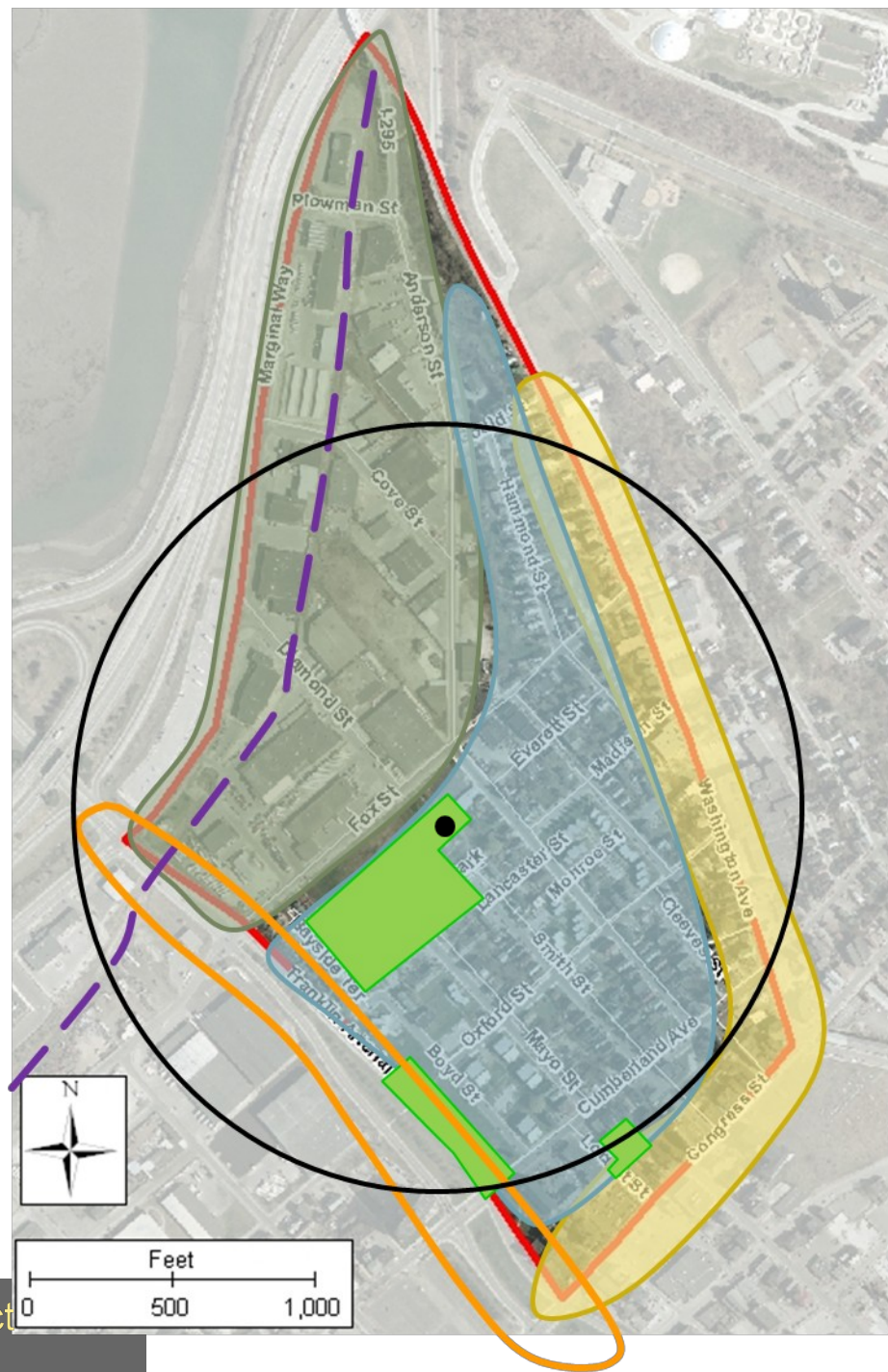
Since its establishment in 2002, the Planning Workshop has been an annual course offering in the Muskie's Community Planning and Development program that provides students with an opportunity to work directly with a client on a community planning issue. The students essentially form a consulting group that works with a community client to identify issues and execute a work plan. The Workshop aims to provide students with an opportunity to apply their planning studies to a real world situation, as well as to offer a community service.

Last fall, just about the time that I needed to find a class project for the Workshop, I wound up in a carpool with Belinda Ray, president of the East Bayside Neighborhood Organization. As we were driving upstate to canvas for a presidential campaign, a sense of hope and expectation infused our conversation as we talked about the possibility for a better country and world. I was even more inspired though by the sense of mission and passion that Belinda conveyed in talking about her own neighborhood. If ever there were a champion of town planner/activist Patrick Geddes's injunction to "Think Global, Act Local," (Evolution of Cities; 1905), Belinda was it.

Soon after, the East Bayside Neighborhood Organization and Portland City Councilor Kevin Donoghue (and Planning Workshop alum '05) formally invited the Planning Workshop to assist EBNO in their on-going capacity building, and to help empower the neighborhood's voice with a number of on-going initiatives. East Bayside, the most diversely populated census tract in the State, proved a perfect laboratory for the class, providing a textbook example of the physical elements (positive and negative) that influence neighborhood functions. Better yet, the people we met through the neighborhood organization, the Kennedy Park tenants' association, area businesses, non-profit groups, the Portland Housing Authority, and the City of Portland Public Services were ever generous to the class. So many people helped that there's not room to name everyone, though I'd be remiss not to extend special thanks to EBNO member Ward Willis who attended so many classes that he should be getting a grade along with the students (A+).

Finally I want to extend my appreciation to the students of this year's Planning Workshop. Every student fully embraced the assignment and the neighborhood, and all went beyond the call of class duty. This year's Workshop convinced me once again that the future of the planning profession in Maine is in good hands.

Alan Holt
Adjunct professor; Planning Workshop, Muskie CPD



Commercial District

Residential District

Lower Bayside District

Franklin Arterial

Parks

5-Minute Walk

East Bayside Neighborhood

East Bayside Neighborhood Study

Planning Workshop 2009

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Appendix

A.	Public Workshop Results	A. I– 13
B.	Industrial District Surveys	B. 14– 22
C.	Commercial District Surveys	C. 23– 25
D.	Final Powerpoint Presentation	(electronic only)



I. Overview

Defined by I-295, Franklin Arterial, Congress Street and Washington Avenue, East Bayside constitutes a significant and very distinct neighborhood within Portland. This shape of this neighborhood has undergone tremendous physical change over the past 200 years through human intervention— with a series of filling project of Back Cove that has expanded the northern boundary periodically, nearly doubling the size of the neighborhood. The last major physical intervention came with the construction of the Franklin Arterial which effectively segregated this neighborhood from what is now referred to simply as Bayside, the area to the west of the arterial.

Besides its strong physical boundaries, East Bayside is also home to the most diverse population in the State. The Portland Housing Authority's properties in this neighborhood, comprising 197 dwellings, represent 21 countries of origin. Furthermore, East Bayside has perhaps the most diverse spectrum of land uses of any neighborhood in Portland; the neighborhood includes a range of residential property types; light industrial uses; open space and parks; and retail & commercial businesses.

The neighborhood is located within a short walk to downtown, and is a prime gateway neighborhood by virtue of its adjacency to Franklin Arterial. In short, East Bayside's location, physical parameters, diversity of people and land uses not only make the neighborhood unique in Portland, but presents unique opportunities for the future.

The East Bayside Neighborhood Organization (EBNO) was formed in 2007 to represent and promote the community's interests. In spring of 2009 the Muskie School's Planning Workshop assisted EBNO's efforts by analyzing the neighborhood from historical and planning perspectives, and assessing how future planning – locally and within the greater context of Portland-- can benefit East Bayside. The recommendations included in this report are products of the classes' analysis of East Bayside to date, and are accompanied by the hope for continued research and collaboration with EBNO in the future.

Section II of this report summarizes several background studies conducted by the Planning Workshop including historical, demographic and geographic information about East Bayside. This information was collected during the initial stages of the Planning Workshop in an effort to familiarize students with the character of East Bayside and establish a lens through which to assess and direct future research. Findings were supplemented by academic readings that focused on elements of functional neighborhoods. Readings included seminal works such as "The Image of the City" by Kevin Lynch, 1960, "The Death and Life of Great American Cities" by Jane Jacobs, 1961, "A Pattern Language" by Christopher Alexander, 1977, and "The Next American Metropolis" by Peter Calthorpe, 1993.

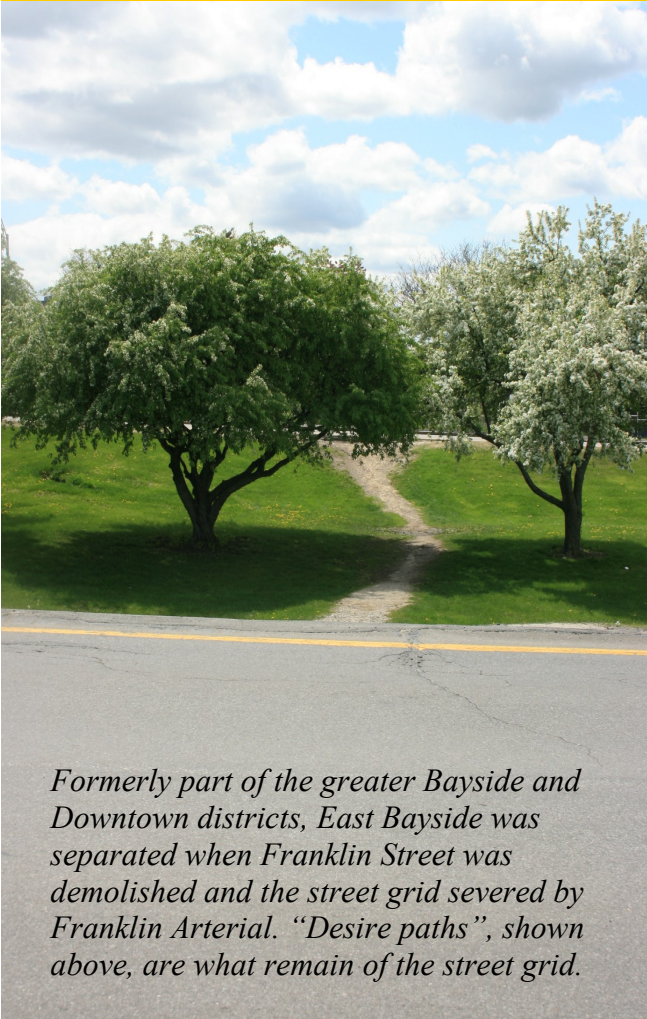
Section III, IV and V report on the classes' subsequent efforts to tap the community's opinions about their physical surroundings and ideas for improvement. In order to access the business sector of East Bayside, the Planning Workshop devised and administered 55 surveys in person, to business owners in the "Commercial" and "Lower East Bayside" districts of East Bayside. Analyses of these surveys is presented in Section III, followed by the raw data and details of the surveys in Appendices B and C.

Community outreach efforts also took form in two workshops in which East Bayside residents were invited to share their opinions and brainstorm improvements to the neighborhood. Each workshop catered to different audiences, focusing on specific issues within East Bayside. The first workshop was open to everyone in the neighborhood, and hosted in collaboration with EBNO and the Portland Housing Authority. The second forum was held at Portland High School and was directed toward East Bayside youth and focused on potential improvements for Fox Field. Sections IV and V report on the workshop process and findings, followed by the entire results in Appendix A.

Section VI presents the Planning Workshop's recommendations to the East Bayside Neighborhood Organization which are premised on the classes' research and valuable input from the community. East Bayside neighborhood requires both holistic design improvements as well as itemized material upgrades in order to preserve and enhance the quality of life here. The public concern over safety often relates to physical problems, like dead-end streets and a lack of amenities like sidewalks and lighting. The neighborhood is also in dire need of improved connectivity– both to the city, and within East Bayside. The issue of connections is especially pertinent today, in light of the Franklin Arterial redesign and Bayside Trail.

This report highlights many reasons why East Bayside neighborhood is an asset to Portland, yet also underscores many challenges facing its residents. The Planning Workshop hopes that this report can assist with the ongoing efforts of EBNO, the City of Portland, the Portland Housing Authority, and the Franklin Street Study in their ongoing efforts to improve the lives of neighborhood residents, and the beauty, safety and vitality of the neighborhood for the benefit of all of Portland.

II. Preliminary Neighborhood Studies



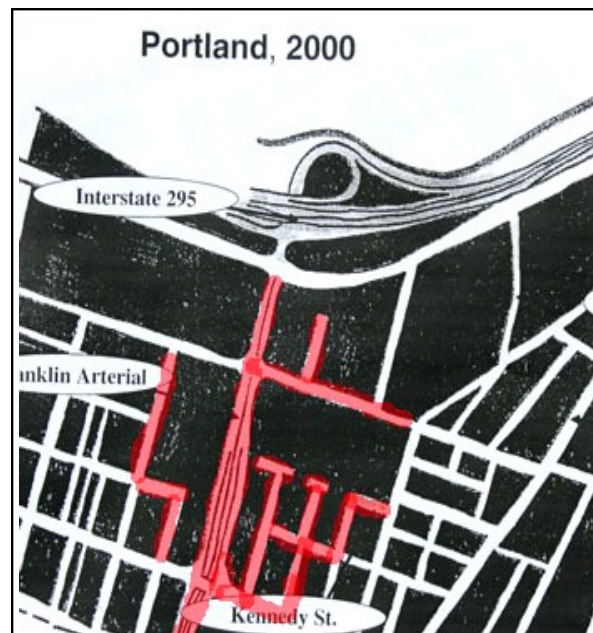
East Bayside is physically defined by major thoroughways like Congress Street and Rt. 295. Franklin Arterial also serves as a boundary, as well as a harsh edge to the neighborhood. The Arterial is the most identifiable culprit for the sense of isolation from the rest of the city that one experiences here.

Urbanists concur that human-scaled streets arranged in small street blocks with ample “connector streets” are critical to vital neighborhoods. Historically, the neighborhood was built on a grid of small, interconnected blocks that exemplify this principle of good neighborhood design. However, the building of the Franklin Arterial disrupted this block pattern. The resulting dead-end streets, superblocks, and broken pedestrian & vehicular connections present an ongoing challenge to the neighborhood.

The Planning Workshop observed and participated in the Franklin Street Reclamation Authority Study. More than any other Portland neighborhood, the outcome of this Study will affect East Bayside for generations.



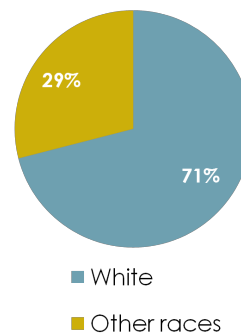
Historic street grid in Bayside



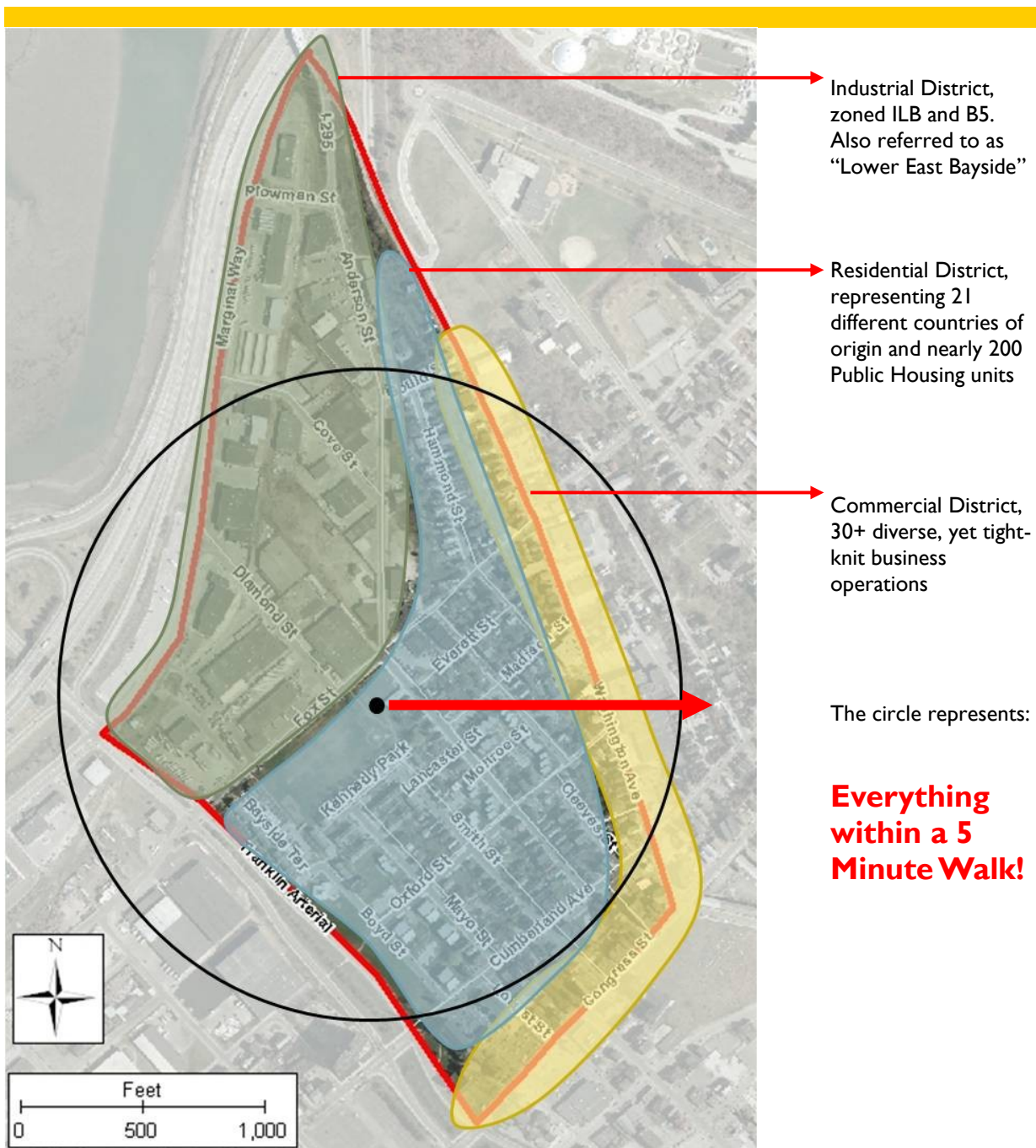
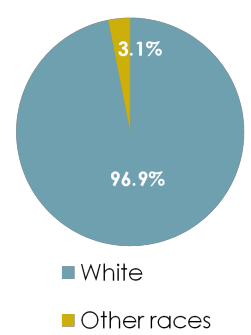
Reminisce of the street grid after the Arterial

East Bayside is also characterized by an impressive diversity of ethnicity, culture, land-use and commercial activity. Jane Jacobs, Kevin Lynch, and Peter Calthorpe all describe diversity of land uses and of populations as fundamental ingredients to a vibrant and self-sustaining neighborhood or city. East Bayside benefits from the proximity of residential, commercial and industrial districts, as well as having representation from many different ethnic influences, all within the perimeter of a 5-minute walk. Its diversity distinguishes East Bayside from the rest of Maine, making it an asset to the City of Portland.

East Bayside



Maine



III. Business Districts Surveys

In April, 2009 the Planning Workshop conducted 55 surveys among businesses in the Lower East Bayside District and Washington/Congress Commercial Districts (see map to left) in an effort to better understand the nature of commercial activity in the area as well as the businesses' concerns and desires for the future of East Bayside.

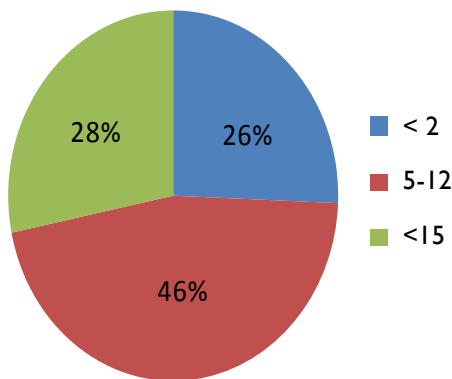
Two surveys were designed, tailoring to the particularities of each district. Common questions included background information on the businesses, as well as subjective questions regarding the businesses' physical location and connection to the larger East Bayside community.

The surveys were conducted in person with business owners, (with few exceptions for telephone interviews due to limited business hours). The raw data and surveys samples for Lower East Bayside and Commercial districts can be found in Appendices B and C.



Lower East Bayside District

Lower East Bayside: Years in Business



The 40 surveys from Lower East Bayside revealed an impressive amount and diversity of commercial activity. Businesses here range from retail, arts and crafts, non-profit, manufacturing, distribution, storage, and repair services, and more. Business size varies between one and 70 employees; the median employee count was eight. The range of business life spans also attests to the diverse commercial environment and healthy mix of new and old industry here. Roughly one-quarter of businesses are younger than two years (in their East Bayside location), and another quarter of the businesses are 15 years old or more.

The most popular reasons for locating in the district included inexpensive rent, availability of industrial-scale space, and proximity to Rt. 295 and Portland. Most customers here use vehicles, although there were several exceptions for charity services and arts related businesses that attract local pedestrians and bikers.

The majority of businesses in this area were content with current zoning, traffic and parking, and transportation in the area. The few noteworthy exceptions included: desire for permitted retail in the I-Lb (Low-Impact Industrial zone), safety concerns about overnight parking, road disrepair and traffic along Fox Street. Business owners were also discontented by inadequate or nonexistent sidewalks and lack of safety measures for bikers (particularly along Fox Street).

66% of businesses anticipate that the impending Bayside Trail will be a positive for the district. There is also considerable anxiety that the trail will diminish commercial properties by way of its physical construction, and by inviting vandalism and rent inflation. Although realty pricing was not formally addressed in the survey, many business owners in Lower East Bayside related a strong interest in maintaining affordable rent in light of future developments such as the Bayside Trail and re-design of Franklin Arterial.

65% of businesses also indicated strong interests in supporting community projects; particularly ones directed toward cleanup, youth, safety and public art.



Washington/Congress Commercial District

15 businesses were surveyed along Commercial Street, Cumberland Avenue and Washington Avenue. Compared to Lower East Bayside, these Commercial District businesses are younger (60% under five years old), and cater more frequently toward the immediate neighborhood including Munjoy Hill. Over 50% of the customer bases for the businesses surveyed are primarily pedestrians or bikers. This Commercial District is also unique because of the high concentration of arts-related businesses (40%), and ethnically oriented shops and restaurants.

The survey data indicated general consensus among business owners about their concerns related to the area and desires for improvement. Street litter is a major concern among business owners here. 80% of owners identified trash as one of the foremost issues, and several specifically identified the 7-11 gas station as the source point. Remedial suggestions included simply adding more trash cans on the streets, and potentially devising a trash removal system with help from the City of Portland. Several people also suggested neighborhood-based environmental education programs.

Trees were another popular priority for streetscape improvement (75% of votes). A few business owners suggested that trees are a good option for beautifying the street because window boxes tend to invite vandalism. General streetcaping and landscaping, especially adding bike racks, were also identified by roughly 60% of business owners as desirable means of district improvement. The idea of park benches, however, was unpopular for the same reason as window boxes. People expressed general skepticism about any amenity that may facilitate vandalism or loitering at night.



IV. The Neighborhood Forum: Process & Findings

Participants at the April forum huddle around a map to sketch potential connections between the neighborhood and the impending Bayside Trail.

Public outreach and engagement were major components of the Planning Workshop. To understand the community's likes, dislikes, hopes and fears about their local environment, students designed and conducted two planning forums. The first, outlined in the following section of this report, was open to the East Bayside public. Appendix A includes all the maps, notes and raw data produced in this forum.

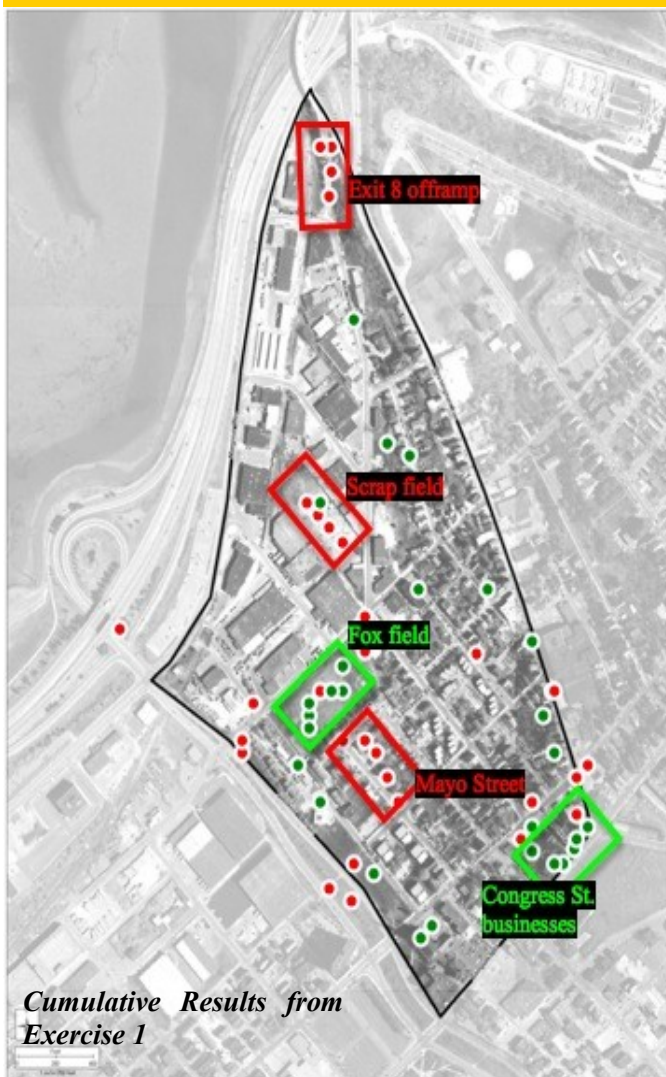
The first workshop took place on April 21st, in lieu of the monthly EBNO meeting. The Planning Workshop also coordinated with the Portland Housing Authority to plan this meeting, and used the community room of a PROP apartment building on Mayo Street to host the event. The workshop consisted of a brief introductory presentation by the Planning Workshop, followed by three brainstorming and mapping exercises. Participants were divided into three work groups and the students acted as facilitators and moderators for the forum. The data produced from the workshop is entirely a reflection of the participants' involvement. All participant's names are listed in Appendix A.1

Exercise 1: Asset and Liability Mapping

The purpose of this exercise was for community members to identify assets and liabilities within East Bayside. In three groups of six to seven people each, participants were shown a map, (below), and prompted to consider assets and liabilities within the neighborhood that could be attributed to a physical location. Participants placed two green dots each, representing places they enjoy spending time, views they like, landmarks, etcetera. Next, they placed two red dots each, which represent just the opposite; unsafe places, eyesores, etc.

The moderators then facilitated a follow-up discussion to clarify what each dot represented. The groups' maps and discussion notes are located in Appendix A.1– A.2.

Below is the map compiled from all three group, and summary list of the most commonly identified assets and liabilities.



ASSETS

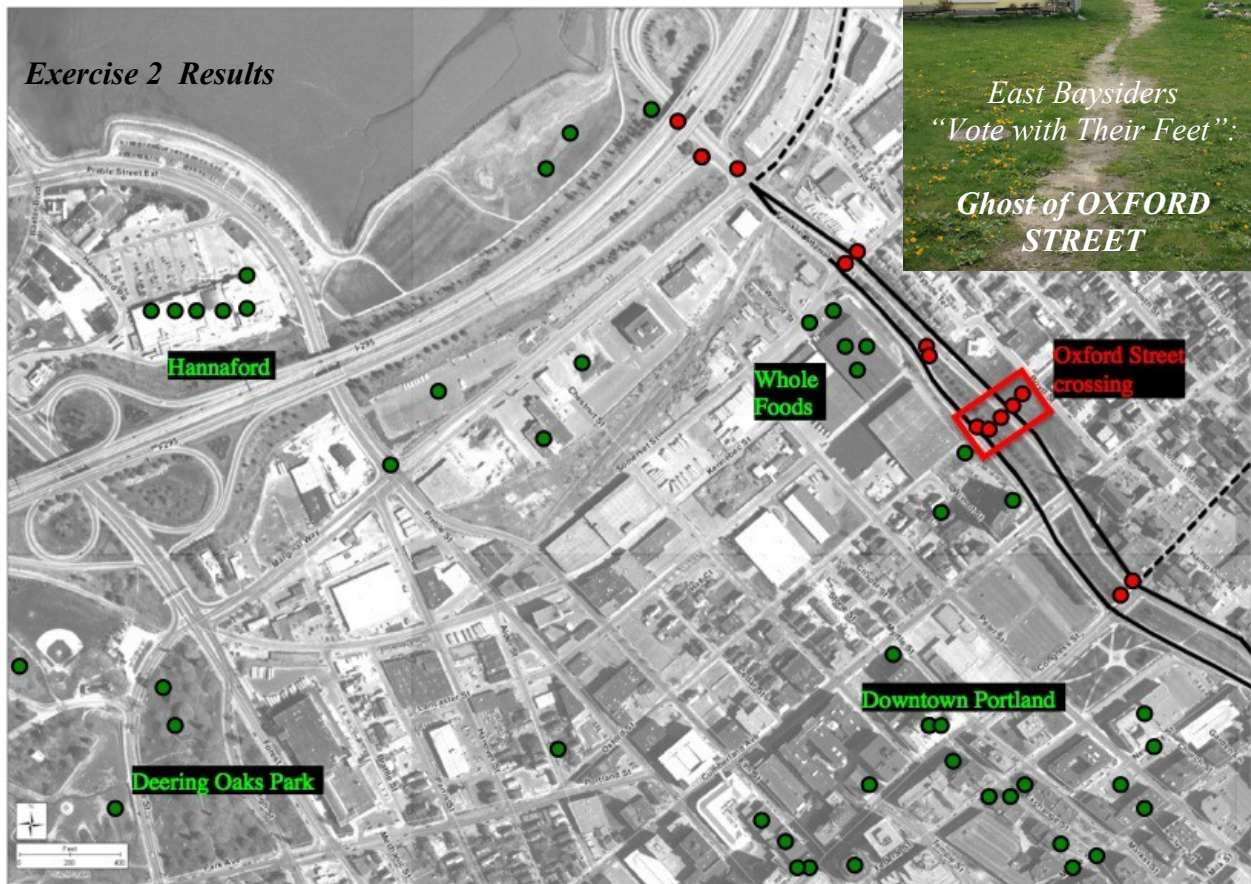
- Businesses along Congress Street, such as the Snug, The North Star Café, and Knit Wit, because they bring vitality and interface with the rest of Portland
- Fox Field, because it is open, green space and provides activities for the youth. However, improvements and repairs are desired here as well.

LIABILITIES

- The Exit 8 off ramp is considered very dangerous
- The scrap yard is an eye sore
- Mayo Street traffic and safety concerns, as well as complaints of unruly behavior around the area.



Exercise 2: Franklin Arterial Map and Visioning

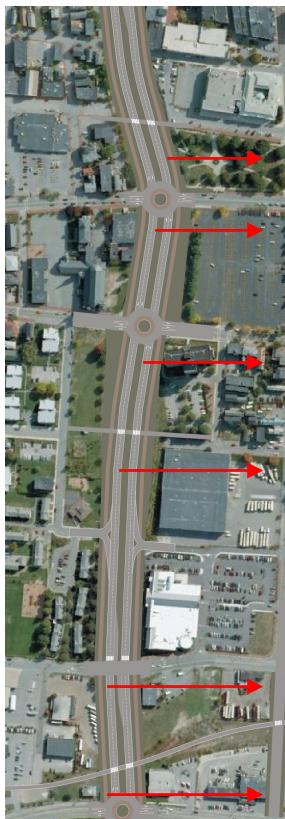


Looking at a new map of Franklin Arterial, participants were given three green and one red dot each. The green dots in this exercise represent frequent destinations, via foot, across Franklin Arterial from East Bayside. The red dots were placed to indicate desired pedestrian crossings along the arterial, whether they be improvements to existing crossings, new pedestrian-only crossings or new roads that also accommodate walkers. The groups' individual maps and additional comments about Franklin Arterial are located in Appendix A.4–A.7.

The most common destinations among participants were Whole Foods and Hannaford supermarkets, and downtown. The spread between common destinations, and distance between these destination and East Bayside (up to approximately .75 miles), suggests that East Bayside residents travel further on foot than most people are willing to. (Studies indicate that most people will drive versus walk to destinations further than .5 miles)

A subsequent, more in depth study on walking and biking patterns in the Franklin vicinity would lend valuable insight to the most apt locations for future crossing development. Illustrated by the cluster of red dots, participants identified Oxford Street as the most desired route across Franklin Arterial. East Bayside has been “voting with its feet”, as one resident explained, for a long time; the foot paths that extend between Oxford and Lancaster streets, between East and West Bayside, bear testimony. The safety benefits of reconnecting the street grid at Oxford Street were discussed at length. Participants voiced particular concern for children who currently frequent this shortcut to school. Many voiced support for the idea of a pedestrian bridge which could reconnect Oxford Street by foot.

There was also strong consensus about the need for more and improved sidewalks along Franklin Arterial. Existing crossings also need improvement, like the intersection between Franklin Arterial and Congress Street, as well as Marginal Way and Fox Street.



New Federal St. Crossing

Crossing improvements including roundabouts at Congress St. and Cumberland Ave.

New Oxford St. crossing

Improved crossing at Fox St.

New Portland Trail crossing

Left: One of the visions for Franklin Arterial generated by participants of a different public workshop, held by the Franklin Street Reclamation Authority in late April, 2009.

There is definitive desire among East Bayside residents and the broader Portland public alike to reconnect the street grid for pedestrian access.



Exercise 3: Fox Field and the Bayside Trail

In the first part of this exercise, participants shared their opinions of Fox Field area and suggestions for its improvement. The ideas were thoroughly recorded and later compared, revealing common concerns about the safety and aesthetics of the area. The main ideas are presented below. The lists produced by each group and maps from the later portion of this exercise are located in Appendices A.8– A.11.

The lack of lighting was considered the foremost safety hazard at Fox Field. Currently the only light here at night comes from the street lights on Fox Street and in Kennedy Park, creating a dark pocket across the field, courts and playground. The vast majority of residents supported the idea of lights, especially along the paved walking path that separates the field from the basketball courts. Some participants also suggested that lights may aid the police, because there would be fewer dark hiding places at night.

Fox Street was also considered a danger for pedestrians and drivers, particularly at the intersection with Anderson Street. Residents suggested adding more sidewalks along Fox Street, and crosswalks at intersections. They also discussed the merits of converting the three way stop sign at the Anderson/Fox intersection into a four way to slow traffic.

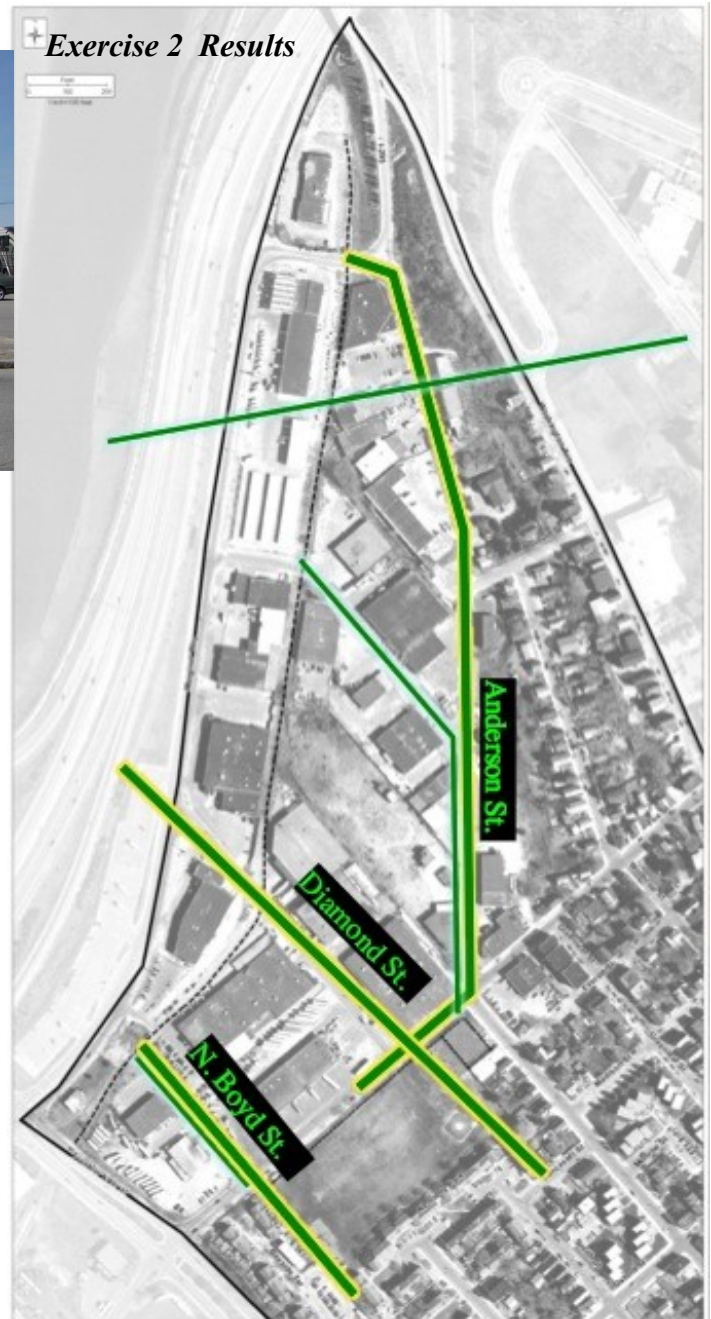
The aesthetic qualities of Fox Field were another main concern brought forth by East Bayside residents. Trash on the field is a major, yet easily remedied problem. One resident explained the cleaning procedures that are sometimes required before beginning a soccer game; the teams line up and sweep the field, collecting trash, needles, broken glass, etc. in trash bags to prevent injuries during the game. Participants felt that the addition of trash cans surrounding the field is the first and most important step in solving this problem.

Participants also expressed a common desire to beautify the park and increase its usage by developing more and diversified recreational opportunities. Additional seating areas, picnic tables, and bleachers around the field would make the field more attractive and conducive to various spontaneous recreation and “hanging out”. Other beautification suggestions included youth-created murals and enhanced landscaping with more plantings.



Boyd Street, looking north from Fox Street

The later half of Exercise 3 focused on a future recreational amenity in the area, the Bayside Trail. The trail will be completed by fall of 2009, linking East Bayside to the East End Trail and West Bayside. For the trail to succeed as an amenity and viable transit route for East Bayside, it must be accessible to the neighborhood. Currently, there is no pedestrian-friendly infrastructure for residents to access the trail. Participants discussed and sketched possible locations for pedestrian connections between the neighborhood and the trail. Participants were especially interested in the potential connection of North Boyd Street (seen as a key connection between Fox Field & Kennedy Park. Improving access on Anderson Street was also seen as especially desirable.



Participants were interested in developing an overall connection between Cumberland Street to the trail, via either Boyd, Mayo, or Smith Street. Linking the Washington Street commercial district through the residential district to the trail, would help “open” the neighborhood to the rest of the city. North Boyd and Diamond streets were suggested as the most useful connections to develop in the short-term. Developing these connections with sidewalks and streetscaping, would also serve to enhance the safety and attractiveness of the Fox Field area. Streetscaping along Anderson and Cove Streets was also suggested as a means to strengthen ties between Munjoy Hill and East Bayside.

The class conducted a second forum at Portland High School on May 8th. This workshop was specifically tailored toward East Bayside youth and focused on Fox Field and the surrounding area.

This workshop entailed one Asset and Liability Mapping Exercise, (similar to Exercise I of the April Workshop), followed by brainstorming about improvements to Fox Field.



Above: Muskie and Portland High School students orient themselves to a map of East Bayside.



Left: Students' notes and diagrams relating to Fox Field area.

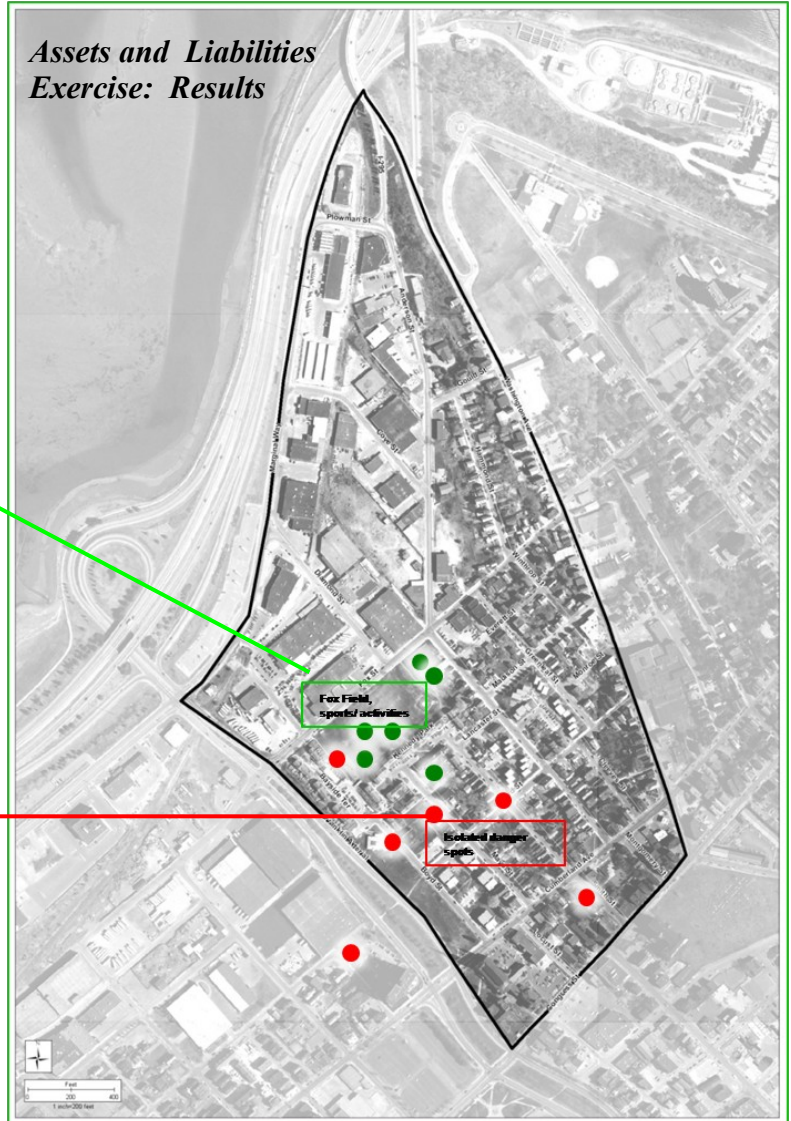
There was consensus among students that the current activities offered by Fox Field are great, but that there should be *more* recreational opportunities here. Ideas for these included a full basketball court, seating and picnic benches around the field, and some also vouched for a warm up field adjacent to the playground to maximize the existing open space.

Students' concern with present-day Fox Field revolved around safety. Ideas for addressing safety included nighttime lighting, taller fences bordering Fox Street and the field, and better sidewalk connections along Fox St., connecting north to the future Bayside Trail corridor.

Students were enthusiastic about the current soccer and basketball games , and want to see more space devoted to the courts/ fields, and comfortable space for spectators.

“Liabilities” here referred mostly to isolated incidents of crime. The dark alley between east and west Oxford Streets causes apprehension for pedestrians, and could be improved with lighting and landscaping. Better street connectivity in this area would also help create more “eyes on the street” and encourage more legitimate activity on the street.

Assets and Liabilities Exercise: Results



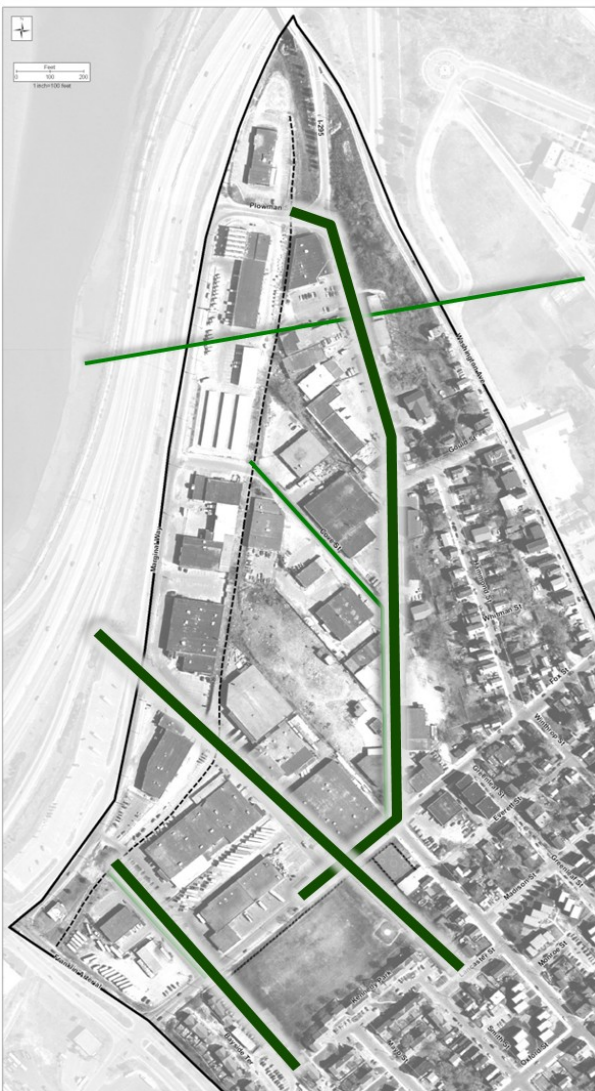
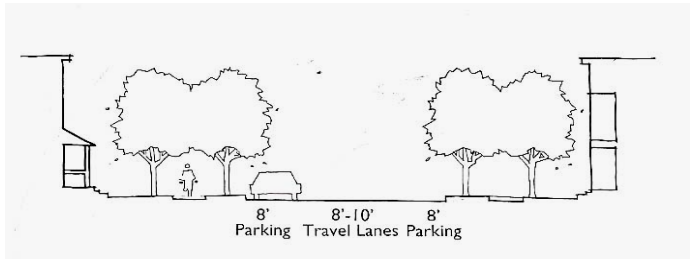
VI. Conclusions and Recommendations

Issue: Bayside Trail Connections

The new Bayside Trail will require improved connections to the residential district of East Bayside in order to become useful to residents. Fox Street is currently dangerous for pedestrian and drivers alike, and Lower East Bayside is unwelcoming to potential trail users.



Right: Example of a successful streetscape, including buffers between road and buildings, on-street parking and ample pedestrian/bike routes. (The Next American Metropolis, Peter Calthorpe)



Physical Improvements:

- Create stronger pedestrian streetscapes on Fox Street and north along Anderson Street, and North Boyd Street.
- Install sidewalks, lights, and street trees where none exist, and improve side walks elsewhere.
- Provide bike lanes where possible, and bike racks at key locations and near the trail.
- Install signage along links to encourage and direct pedestrians. Creative signage by local artists will lend identity to the pedestrian route and neighborhood at large.
- In order to create a stronger sense of place, encourage façade improvements to buildings near the trail, especially to buildings that directly abut the trail.

For Further Study:

- All recommendations will require design and development. EBNO should cooperate with City of Portland Public Services, the Planning Office, and the Portland Public Art Committee to create a master plan for physical improvements.

Issue: Franklin Arterial Divide

The arterial is a harsh barrier/edge to the neighborhood that disrupts the historic, fine-grained street block structure. Well-worn desire paths attest to the need for street reconstruction.

**Unsafe crossing,
Oxford and Franklin**



Physical Improvements:

- Reconnect the historic street grid along Oxford Street (highest priority) and Lancaster Street. Establish safe pedestrian crossings at a minimum, and full intersections if feasible.
- Recapture territory on the western edge of East Bayside with the redesign of Franklin Arterial. Develop a green buffer for the neighborhood between Cumberland Avenue & Fox Street, and a mixed-use “gateway” for reclaimed land north of Fox Street.
- Incorporate sidewalks and bike trails bordering East Bayside in the Franklin Street redesign.

For Further Study:

- East Bayside residents identified the off-ramps of I-295 at Franklin Street as a major safety concern. As the City and MDOT undertake future studies for potential improvements for this exit, the concerns of the neighborhood should be expressed and considered.



Issue: Streetscape & Transit Amenities

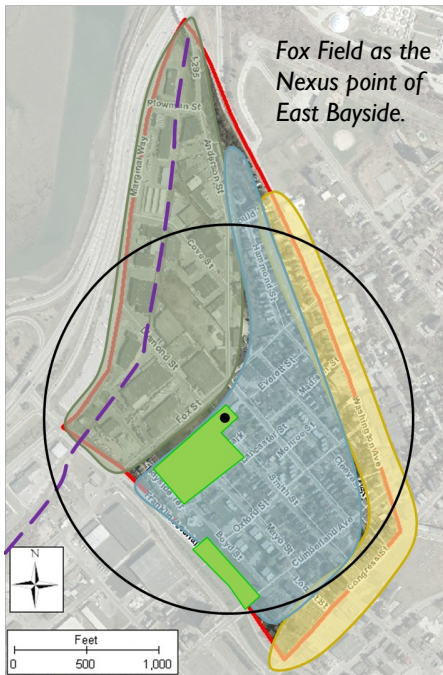
Businesses on Congress and Washington Streets identified litter, lack of trees and bicycle lanes and racks as primary problems. Lower East Bayside businesses as well as East Bayside Residents also indicated that, although there is public transportation in the neighborhood, it is difficult to navigate. and unpleasant to use.

Physical Improvements:

- Provide bike racks along Congress Street and Washington Avenue in the commercial district. Provide bicycle lanes where possible. Provide other streetscape amenities in the commercial district including additional tree wells and trash receptacles.
- Provide benches or transit shelters at bus stops where appropriate, and schedule displays at all bus stops.

For Further Study:

- Work cooperatively with the City of Portland, EBNO and businesses to create a streetscape improvement plan for the commercial district.
- Work with the City to explore ways of funding trash pick-up for commercial streetscape trash receptacles. Potential options might include methods such as a parking improvement district or a business improvement district.



Issue: Fox Field

Though Fox Field is widely considered an asset to the community due to the amenities it provides, the field itself and its relationship to the surroundings need improvement. The lack of lighting, seating, connections to surroundings and limited recreational uses undermine the field's potential as a nexus point and gateway to the neighborhood.

Physical Improvements:

- Construct a broader diversity of attractive recreational amenities, both active and passive. Install custom benches, water fountains, lighting, and attractive fencing where appropriate. Upgrade the basket-ball court to full-size and consider new uses for other underutilized areas around the field.
- The mural on the Park's Department building has not been "tagged" since its completion in 2004 which speaks to the success of a community-based approach to public art. Provide more opportunities for such community-based art projects at Fox Field and vicinity. Consider:
 - Public mural projects on buildings adjacent to Fox Field. Engage community-based artists to design site-specific benches, fences, and other site amenities.
 - Artist-designed signage for Fox Field and landscaping that will create a gateway identifier for the neighborhood.
 - Devise alternative, attractive and functional fencing devices for field perimeter that enhance connections to the neighborhood and Bayside Trail.



For Further Study:

- Initiate contact with building owners and the City's Public Art Committee (which provides grants) to explore opportunities for community-based art projects.
 - EBNO, PHA and Kennedy Park residents, the City of Portland (Public Services, Planning, Public Health) and non-profit organizations using Fox Field (e.g., Portland United Soccer League, etc.) should cooperate to develop a cohesive plan for Fox Field improvements.
- Fox Field is bordered to the north by the Lower East Bayside district which is currently zoned for low-impact industrial uses (I-Lb). Surveys of business owners in the area revealed two strains of thought regarding the re-zoning of I-Lb to B-5, which would allow housing. Some business owners thought that housing would improve the area aesthetically and functionally. Others worried that housing would cause gentrification, squeezing out the existing industrial uses in Lower East Bayside. The debate on I-Lb versus B-5 zoning warrants further study with consideration of strategic locations that may be appropriate for a B-5 zoning. For instance, with mixed-use development, North Boyd Street could become a prime pedestrian link from Fox Field, the residential area, and the Bayside Trail.

The Next Phase: Master Vision and Long-Term Planning

The Recommendations in this report address issues associated with current planning initiatives, and respond to key ideas that surfaced from the community. The redevelopment of Franklin Arterial and the construction of Bayside Trail both pose critical opportunities for design improvements in East Bayside if EBNO can attach a clear community vision to the impetus that is underway. The issues raised by East Bayside citizens and business owners (like streetscape, transit amenities and Fox Field improvements) are also important, and are perhaps more immediate, tangible goals to address.

These topics warrant further study and can become the next steps for securing the future of the neighborhood. EBNO should also devote efforts to go beyond these immediate planning initiatives to develop a long-term, cohesive vision for the future of the neighborhood. A long-range vision should include a master plan for physical improvements (public and private) as well as implementation strategies. Besides the issues already highlighted in this report, a comprehensive long-range vision should address some of the more intractable physical issues in the neighborhood including:

- Reconnecting key components of the historic street grid, including but not necessarily limited to Oxford Street (east-west across Franklin Arterial) and Lancaster Street to the north-south. Reconnecting streets would require imagining how the PHA dwellings in this vicinity could be modified, rebuilt or potentially replaced.
- In conjunction with the above listed recommendation, a long-range vision should consider how other PHA housing development might be modified or reconstructed to be more responsive the street and better integrated with the historic development pattern. This revisioning of the PHA housing stock also provides an opportunity to image new sustainable design solutions and architectural forms that promote safer neighborhoods with “defensible space.” PHA parking lots should be considered as potential redevelopment sites for more valuable community needs including additional housing.
- The industrial district north of Fox Street offered the greatest potential for redevelopment. A long-range vision should explore the potential of strategically modifying allowed uses, and envision the potential of future public and private development in this area to meet community needs. A vision for this area should embrace the City’s Environmental Sustainability Goals, and provide a model for new urban redevelopment for the 21st century.

In creating a long-term vision, EBNO should work cooperatively with the City of Portland and the Portland Public Housing Authority, and should maximize community involvement by engaging residents, businesses, and non-profits in the neighborhood. EBNO should leverage additional community resources for this planning effort by soliciting continued involvement from the Muskie School of Public Service as well as other community partners.

VI. About The Community Partners:

Many Community Partners contributed to the efforts of the Planning Workshop. In particular, we are grateful to the members of the East Bayside Neighborhood Organization, staff at the Portland Housing Authority, City Councilor Kevin Donahue, and most importantly, the residents and citizens of the East Bayside neighborhood. More than those named above and below have made significant contribution to this work, however, and our appreciations go out to them as well.

East Bayside Neighborhood Organization (EBNO)

EBNO was incorporated in May of 2007. Its mission is to serve the Portland neighborhood of East Bayside, one of the most diverse neighborhoods in Maine. Among EBNO's primary goals are: the creation and maintenance of a safe neighborhood, the leveraging of funding opportunities for neighborhood revitalization, and the provision of assistance to low-income, elderly, and disadvantaged members of the community that they might thrive.

EBNO strives to improve the quality of life for all of its residents, to ensure that East Bayside has adequate representation in all city matters, and to promote a sense of community within the neighborhood while preserving and respecting the cultural and socioeconomic diversity of its population. More information, as well as a mailing list is available from its Yahoo Groups page at: <http://groups.yahoo.com/group/EBNO/>.

The Muskie School – USM's Public Service Program

The Edmund S. Muskie School of Public Service takes its name from one of Maine's most distinguished senators. The school has set its focus on three ways to meet its namesake's challenge of making "a real difference in the lives of the people of Maine and the nation." These three methods are: educating leaders through its graduate degree programs, informing policy and practice through applied research, and strengthening civic life through publication and involvement with the public. This report and its surrounding activities reside at the intersection of all three.

Through its Community Planning and Development master's degree program, the Muskie School offers a class called "CPD 603 - Planning Workshop." This class offers students the opportunity to take lessons learned in a classroom and apply them to real-world issues such as those faced by EBNO. You are reading the fruits of Spring 2009's Planning Workshop.

VII. The Planning Workshop - 2009:

Jessa Berna – Jessa is currently earning her master's in Community Planning and Development from The Muskie School. She holds a Bachelor's in Environmental Studies from Gettysburg College. As a volunteer on the Coeur d'Alene Reservation in Idaho, she surveyed the effectiveness of various fire treatments, and helped a local community prepare a Wildfire Protection Plan. Professionally she worked as a GIS Technician at an environmental consulting firm in Tempe, AZ.

Paul Connair – Paul is a first-year student in the Community Planning and Development program. He works as a full-time Employment Caseworker at the Preble Street Resource Center in Portland. Prior to that, he worked with youth in Boston; San Jose; Philadelphia; Chicago; Lima, Peru; and Portland over a period of eight years. He is a proud Northern New Englander and has resided in the Woodfords neighborhood in Portland for almost 6 years.

Sophia DeMaio – Sophie holds a Bachelor's Degree in Environmental Studies from Bates College and an M.S. in Forestry from the University of Maine. She has worked as a potato harvester, as an English teacher in Siberia, more recently as a community support specialist for elders, and a biological science technician for the National Park Service.

Cotton Estes (Teaching Assistant) – Cotton graduated from Bowdoin College in 2007 with degrees in Environmental Studies and Visual Arts. She continued on to Eastern Europe on a Thomas J. Watson Fellowship, to explore her interest in adaptive reuse of industrial buildings and urban regeneration strategies in post-Soviet cities. She currently writes for the *Bollard Newspaper*, and stays involved in local planning through opportunities such as the Planning Workshop. In fall of 2009, Cotton will head to Yale University to begin her masters in architecture.

Shelley Hodges – Shelley holds a degree in English with minors in Spanish and Speech Pathology from the University of New Hampshire. Originally from Durham, Maine, she has been working since 2004 at a law firm in Portland and also spent time working at a Butterfly Garden, an organic perma-culture farm in Costa Rica, and teaching pilates in Spain.

Alan Holt (Adjunct Professor) – Alan has focused his career as an architect & planner on creating healthy, vibrant communities through the power of urban design, and through the empowerment of students, citizens and decision-makers with an understanding of and influence on design decisions. A graduate of Columbia University's Master of Architecture program, he is founder and principal of the consulting firm *Community Design Studio* and since 2001 has been an adjunct professor in the Muskie CPD program where he teaches the Planning Workshop. He was the former Urban Designer for the City of Portland, and before that, served as Director of Design & Construction for the City of New Bedford, Massachusetts. He has been a visiting professor with Ball State University School of Architecture (1996) and the Norwich University School of Architecture (1997).

Emily Reinholt – Emily is a first year Community Planning and Development student at the Muskie School. She earned her bachelor's degree in Rehabilitation with a concentration in Mental Health at the University of Maine. Emily spent the past three years working as a case manager for adults with mental illness in Portland and is pursuing her Master's with the CPD program to further a career in public health.

William Walker III – William holds a Bachelor's Degree in Political Science from the University of Southern Maine. He is concluding his first year of the CPD program. He works for a recycling company, Corcoran Environmental Services of Kennebunk, as an education coordinator and has conducted research projects on recycling behavior and capture rates.

>>> Peter Bass <pbass@maine.rr.com> 6/9/2015 10:05 AM >>>

Jeff,

I got notice of U-Haul's request to change zoning for 425 Marginal Way from B5 to I-LB. I certainly have no problem with this change and the proposed uses. I know how protective the City is of this in town I-LB zone. Just thinking out loud- I wonder if you would consider at the same time, a zone change for a property from I-LB to B5 that would result in no net change to the I-LB. 50 Cove St. is nearly adjacent to the B5 across Anderson and is in a location that would actually be more appropriate as B5 than the U-Haul property. Let me know if there is a chance to pursue this. Thanks.

Peter

--

Peter Bass
Random Orbit, Inc.

17 Chestnut St.
Portland, Maine 04101

207-772-6005 office
207-712-0954 cell



<http://www.randomorbitinc.com>

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July 31, 2015

Barbara Barhydt
Development Review Manager
City of Portland Planning Division
389 Congress Street
Portland, Maine 04101

**RE: Application for Zoning Text Change
425 Marginal Way
Portland, Maine**

Dear Barbara,

On May 19, 2015 Walsh Engineering Associates, Inc. (WEA) submitted an application for Zoning Map Amendment and Text Change on behalf of the U-Haul Moving and Storage Co. of New Hampshire and Maine (Applicant). Based on our recent meetings and conversations, Walsh Engineering Associates, Inc. (WEA) is providing this revised application to request a text change to the City of Portland Zoning ordinance. The purpose of the proposed text change is to allow for the Applicant to operate a self-storage facility within the existing building at the property located at 425 Marginal Way (Tax Map 8, Block A, Lot 5) and make the existing facility at 411 Marginal Way a conforming use.

The Applicant proposes that Section 14-230.1 - Permitted Uses within the B-5 Urban Commercial and Mixed Use Zone be modified to include the following permitted uses "on-peninsula" within the B-5 zone only:

- Self Storage facilities (on peninsula)
- Moving equipment rental and outdoor storage (on peninsula)

The proposed text change is indicated on the enclosed excerpt from Section 14-230.1.

With this submission, we respectfully request to be placed on the next available Planning Board workshop agenda to discuss the project with the Planning Board. Please contact me if you have any questions or require any additional information.

Respectfully,

A handwritten signature in dark ink, appearing to read "William R. Walsh, III". The signature is fluid and cursive, with the last name "Walsh" being particularly prominent.

William R. Walsh, III, PE
Walsh Engineering Associates, Inc.

enc. Proposed Zoning Ordinance Text Change

cc. Jon Hynes, President, U-Haul Moving and Storage Co. of New Hampshire and Maine
John Loranger, U-Haul Moving and Storage Co. of New Hampshire and Maine



**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: Uhaul Facility

PROPOSED DEVELOPMENT ADDRESS:

425 Marginal Way, Portland, Maine

PROJECT DESCRIPTION:

The Applicant is proposing a Text Change such that self-storage is an allowed use on the subject property.CHART/BLOCK/LOT: 8/A/5

CONTACT INFORMATION:

Applicant – must be owner, Lessee or Buyer Name: Jon Hynes, President U-Haul International, Inc. Business Name, if applicable: U-Haul Co. of N.H. & ME Address: 515 South Willow St City/State : Manchester, NH Zip Code: 03103	Applicant Contact Information Work # 603-627-9182 Home# Cell # 413-237-3048 Fax# e-mail: 790_EA@uhaul.com
Owner – (if different from Applicant) Name: Same as Applicant Address: City/State : Zip Code:	Owner Contact Information Work # Same as Applicant Home# Cell # Fax# e-mail:
Agent/ Representative Name: William Walsh, III, PE Walsh Engineering Associates, Inc. Address: 1 Karen Drive, Suite 2A City/State : Westbrook, ME Zip Code: 04092	Agent/Representative Contact information Work # 207-553-9898 Cell # 207-650-8855 e-mail: bill@walsh-eng.com
Billing Information Name: Jon Hynes, President U-Haul Co. of N.H. & ME Address: 515 South Willow St City/State : Manchester, NH Zip Code:	Billing Information Work # 603-627-9182 Cell # 413-237-3048 Fax# e-mail: 790_EA@uhaul.com

Engineer Name: William Walsh, III, PE Walsh Engineering Associates, Inc. Address: 1 Karen Drive, Suite 2A City/State : Westbrook, ME Zip Code:	Engineer Contact Information Work # 207-553-9898 Cell # 207-650-8855 Fax# e-mail: bill@walsh-eng.com
Surveyor Name: Bruce Martinson, PLS Sitelines, PA Address: 8 Cumberland Street City/State : Brunswick, ME Zip Code:	Surveyor Contact Information Work # 207-725-1200 Cell # Fax# 207-725-1114 e-mail: bmartinson@sitelinespa.com
Architect Name: Address: City/State : Zip Code:	Architect Contact Information Work # Cell # Fax# e-mail:
Attorney Name: Address: City/State : Zip Code:	Attorney Contact Information Work # Cell # Fax# e-mail:

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

The property is currently owned by the Applicant. The deed is attached.

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 property and existing building is currently being used by the Applicant for warehousing and equipment storage. A site plan application (Project ID #2014-184) was approved by the City on October 24, 2015 for exterior site improvements not related to the proposed text change.

Current Zoning Designation(s): B-5 Urban Commercial Zone

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 Applicant is proposing to use the site as a self-storage facility, warehousing, and outdoor storage of moving equipment rentals. The applicant proposes a text change to Section 14-230.1 to include "Self Storage Facilities" and "Moving equipment rental and outdoor storage" as allowed uses within the B-5 zone, on-peninsula only. No additional exterior site improvements are proposed other than what was approved per Project ID #2014-184.

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 ___ \$2,000.00 (from ___ zone to ___ zone) Zoning Text Amendment <u>X</u> \$2,000.00 (to Section 14-230.1) (Fee paid with previous submission) 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.
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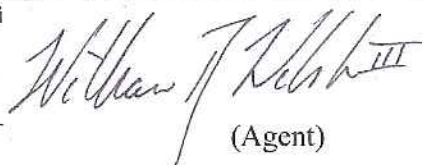
APPLICATION SUBMISSION:

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 Appli


(Agent)

Date:

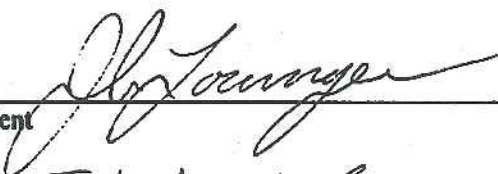
7/31/15

Date:

To Whom It May Concern,

By this letter, the undersigned authorizes Walsh Engineering Associates, Inc. to act as the agent for the undersigned in the preparation and submission of all Federal, State, and Local City permit applications and relevant documents and correspondence for all necessary permits for the site improvements at 425 Marginal Way, Portland, Maine; to attend meetings and site visits; to appear before all boards, commissions, and committees, and to provide such other services as are necessary and appropriate in furtherance of the aforementioned project.

Sincerely,


Client

JOHN LORANGER
U-Haul Company of NH & MAINE
515 South Willow Street
MANCHESTER N.H. 03103

MAINE REAL ESTATE TAX PAID

**WARRANTY DEED
(Maine Statutory Short Form)**

KNOW ALL PERSONS BY THESE PRESENTS, that **AAA Northern New England**, a Maine nonprofit mutual benefit corporation, Grantor, whose mailing address is 68 Marginal Way, Portland, Maine 04101, for consideration paid, hereby **GRANTS** to Five SAC Self-Storage Corporation, a Nevada corporation, Grantee, whose mailing address is 1250 E. Missouri, Phoenix, Arizona 85014, with **WARRANTY COVENANTS**, the land with buildings thereon situated at 425 Marginal Way, City of Portland, County of Cumberland, State of Maine, described as follows:

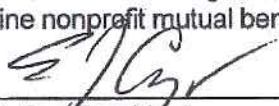
See attached Exhibit A

This conveyance is made subject to easements, covenants, conditions and restrictions of record, if any.

IN WITNESS WHEREOF, said Grantor has caused this instrument to be signed in its company name by Eric J. Cyr, its President pursuant to due authority, this 24th day of September, 2013.

AAA Northern New England,
a Maine nonprofit mutual benefit corporation

X


Eric J. Cyr, President

STATE OF MAINE
COUNTY OF CUMBERLAND

Then personally appeared the above named Eric J. Cyr, President of AAA Northern New England and acknowledged the foregoing instrument to be his free act and deed in his capacity and the free act and deed of said corporation.

Before me:


Notary Public

Printed Name: Patrick Moody

PATRICK MOODY
Notary Public, Maine
My Commission Expires June 04, 2018

SEAL

Exhibit A
Legal Description

Real property in the City/Town of Portland, County of Cumberland, State of Maine, described as follows:

Parcel One:

A certain lot or parcel of land, situated in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning on the easterly side line of Marginal Way at the point of curve of the first curve in Marginal Way northerly of Plowman Street; thence southerly along the easterly side line of Marginal Way, a distance of seventy-six and seven tenths (76.7) feet to another point of curve, being the junction of the easterly side line of Marginal Way with the northerly side line of Plowman Street; thence southerly and easterly, along a curve in the northerly side line of Plowman Street, a distance of seventy-six and ninety-seven one-hundredths (76.97) feet, measured on the arc, to the point of tangent of the aforementioned curve; thence easterly along the northerly side line of Plowman Street, a distance of one hundred thirty (130) feet, more or less, to the westerly side line of land of the Portland Terminal Company, hereinafter called "Railroad Location;" thence northerly along the westerly side line of said Railroad Location, a distance of seventy-three (73) feet, more or less, to a point of curve in the westerly side line of said Railroad Location; thence northerly along the westerly side line of said Railroad Location, following a curve thereon, a distance of one hundred fifty-seven and eight one-hundredths (157.08) feet, more or less, to the point of tangent of the aforementioned curve; thence northerly along the westerly side line of said Railroad Location, a distance of two hundred nineteen and ninety-three one-hundredths (219.93) feet, more or less, to the easterly side line of land of the State of Maine; thence southwesterly, making an included angle of 25° 30' through the South with the southerly direction of the last described course and on the line of land of the State of Maine, a distance of seventy and four tenths (70.4) feet to a granite monument; thence southwesterly, making a deflection angle of 23° 06' to the right and along the line of land of the State of Maine, a distance of forty-six and nine tenths (46.9) feet to a point; thence westerly, making a deflection angle of 23° 51' to the right, a distance of sixty-one and thirty-eight one-hundredths (61.38) feet to the easterly side line of Marginal Way; thence southerly along the easterly side line of Marginal Way, a distance of one hundred sixty-two and eleven one-hundredths (162.11) feet to the point of beginning.

Parcel Two:

Also another parcel of land, bounded and described as follows:

Beginning at a point in a curve on the northerly side line of Plowman Street, distant twenty-eight and seventy-five one-hundredths (28.75) feet, more or less, from the point of curve of said curve in the northerly side line of Plowman Street nearest its junction with the westerly side line of Anderson Street; thence easterly along the curve in said northerly side line of Plowman Street to the westerly side line of Anderson Street; thence along the westerly side line of Anderson Street to land of the State of Maine; thence westerly by land of the State of Maine to a granite monument; thence westerly from said monument and on the same course to the easterly side line of land of the Portland Terminal Company; thence southerly by land of the Portland Terminal Company to the northerly side line of Plowman Street at the point of beginning.

Excepting from the above described premises such portion thereof as was conveyed by the Maine Automobile Association to the State of Maine by deed dated November 28, 1973, and recorded in said registry in Book 3488, Page 279.

Received
Recorded Register of Deeds
Sep 27, 2013 08:55:56A
Cumberland County
Pamela E. Lavley

2. Low impact industrial uses with total floor area of less than ten thousand (10,000) square feet and which meet the performance standards of the I-L zone;
3. Breweries, including associated bottling activities.

(c) *Marine:*

INSERT: 4. Self Storage Facilities (on-peninsula)
5. Moving equipment rental and outdoor storage (on-peninsual)

3. Harbor and marine supplies and services and ship supply;
4. Reserved;
5. Shipbuilding and facilities for construction, maintenance and repair of vessels;
6. Marine museums and aquariums;
7. Reserved;
8. Boat repair yards;
9. Boat storage facilities;
10. Seafood processing for human consumption;
11. Seafood packing and packaging;
12. Seafood distribution;

(d) *Residential:*

1. Attached single-family, two-family and multifamily dwellings;
2. Handicapped family units;
3. Lodging houses;
4. Combined living/working spaces, including but not limited to artist residences with studio space.

Memorandum
Planning and Urban Development Department
Planning Division



To: Stuart O'Brien, Chair and Members of the Portland Planning Board

From: Richard Knowland, Senior Planner

Date: August 7, 2015

Re: Proposed Text Amendments to the B-7 Zone Regarding Surface Parking and Commercial Kitchens; City of Portland, Applicant

Meeting Date: August 11, 2015

I. INTRODUCTION

A workshop has been scheduled to consider text amendments to the B-7 zone regarding regulation of surface parking. The amendments focus on how existing gravel surface areas should be treated in terms of parking setbacks from the street line. During the recent Bayside Bowl site plan review, staff indicated that amendments regarding the regulation of gravel surface lots in the B-7 would be forthcoming.

A minor amendment allowing commercial kitchens in the B-7 as a permitted use with accompanying retail space is also proposed. Commercial kitchens are presently a conditional use in the B-7 zone but do not allow a retail presence within the building.

In addition to a legal ad appearing in the August 3, 2015 and August 4, 2015 editions of the Portland Press Herald, notices were also sent to the Interested Parties List.

II. BACKGROUND – Bayside Vision and B-7 Surface Parking

A. Bayside Vision

Perhaps the most challenging issue in Bayside is the regulation of surface parking. The basic premise of the Bayside Plan is that the neighborhood should be a dense mixed use district. The Bayside Plan uses such phrases as an "attractive urban gateway and extension of the downtown", "mixed use and compact development", "compact blend of uses", and "emphasizes a quality pedestrian experience". A guiding principle of the plan is that parking structures are encouraged to "avoid extensive land consumption by surface parking lots". The desired model for Bayside's future is a transit oriented development "free from the dependence upon the automobile" and "utilization of transportation, other than automobile is strongly encouraged".

Surface parking by its nature can take up a lot of land. For example, the surface parking of the DHS parking lot is 3 or 4 times greater than the actual footprint of the building. Surface parking is a poor substitute for a continuous street wall of buildings whose shoppers, workers and visitors support pedestrian activity and street life in contrast to the "dead zones" created by parking lots.

Ideally all vacant or underutilized sites in Bayside would instantly become redeveloped with new multi-story buildings and minimal surface parking. The reality is that it will take some time for market forces to absorb new development to justify larger scale development with accompanying structured parking. While Bayside has had an impressive number of larger scale projects such as the Intermed building, Pearl Place, Bayside Village student housing and Midtown, there have been a number of much smaller projects such as Bangor Savings, Gorham Savings, Bayside Bowl that have faced either land area constraints or market constraints in achieving a maximum build out of their property.

Realizing the incremental nature of achieving the Bayside Vision, in 2011 the Planning Board recommended and the City Council approved a series of amendments that provided more flexibility for surface parking. This provision basically grandfathered existing blacktop parking. The thought was this change would assist redevelopment or reuse of existing buildings on smaller lots in supporting the transition of Bayside from a warehouse/industrial district to a mixed use district. Under the previous ordinance a reuse proposal or minor change in a site could trigger site plan review resulting in the removal of all existing parking within 35 feet of the street line, effectively undermining suitable reuse proposals (such as the reuse of the mattress factory building to Portland Architectural Salvage).

B. Existing B-7 Surface Parking Regulations

The existing B-7 zoning text requires newly created surface parking spaces be setback a minimum of 35 feet from the street to discourage a parking dominated streetscape and to encourage building construction near the street line. Large expanses of parking spaces sited near the street line follows a suburban development model in contrast to the Bayside Plan which emphasizes building development near the street.

A presumption has been made under the present zoning ordinance that all **paved** areas (existing as of the B-7 zoning ordinance date) are grandfathered from the 35 foot parking setback. Left unsaid is the status of **gravel** areas that likely have a murky history in terms of qualifying for this grandfathered provision. Most of these gravel lots were originally part of the rail road land holdings in Bayside that were conveyed to private property owners or the city over a period of time in the 1980s and 1990s. Historically they were part of a rail road corridor and not used for vehicle parking.

Gravel areas do not have the grandfathered status of paved parking areas although there have been several recent redevelopment proposals involving the Schlotterbeck & Foss and Bayside Bowl properties that are reliant on the space presently occupied by gravel for parking. For property owners gravel areas in the short term may have value as stand alone parking lots. The long term view is these lots have value as (1) parking to support a significant on-site redevelopment or (2) as a building lot for a stand alone building. Bayside has many gaps in the streetscape so redevelopment of these sites is important in filling these spaces. Appropriately scaled redevelopment proposals of these sites could be hindered if some flexibility for gravel (non-paved) areas is not provided.

C. Existing Gravel Areas in B-7

All gravel lots located in the B-7 zone are listed below with information on land area, use and other data.

Schlotterbeck & Foss...Gravel area 10,314 SF in size. Existing site includes 5 story building; 1 story building; black top parking lot; and gravel parking. Total parcel area: 1.07 acres. A mixed use development proposal for this light industrial building is expected to be submitted shortly. Note: Size of gravel area and height of building (5 stories) would qualify under Amendment Alternative 1.



View of Schlotterbeck & Foss Building Corner of Preble Street and Kennebec Street

Bayside Bowl...Gravel area 14,280 SF in size. Bayside Bowl established a bowling alley in a former retail/warehouse building in 2009. Planning Board recently approved a multi-story building addition expanding the bowling alley and a community squash court facility. Total parcel area: 1.27 acres. Note: Size of gravel area and building floor area (48,857 SF) would qualify under Amendment Alternative 1.



View of Bayside Bowl Corner of Alder Street and Kennebec Street

156-174 Kennebec Street DPS Parking Lot...Gravel area about 2,000 SF in size but part of a larger parking area (15,092 SF) for DPS trucks. Contiguous to large brick building at 82 Hanover Street owned by City. With the planned relocation of DPS, the brick building offers intriguing reuse possibilities. This parking area could help support the redevelopment of the brick building either as parking or as a building addition. Note: Size of gravel and brick building floor area (40,768 SF) would qualify under Amendment Alternative 1 if brick building is redeveloped in the future



View of 156-174 Kennebec Street, Corner of Hanover Street and Kennebec Street

176-188 Kennebec Street DPS Parking Lot...Gravel area 9,659 SF in size (entire lot) next to New System Laundry building. Note: Size of gravel lot qualifies under Amendment Alternative 1 but a building meeting minimum height requirement or a minimum 40,000 SF building would need to be built on this or a contiguous parcel.



View of 176-178 Kennebec Street , Corner of Kennebec Street and Parris Street

Other Gravel Parking Lots In Bayside:

Somerset-Pearl-Kennebec-Chestnut Block (Noyes/Oakhurst Dairy gravel parking lot)...Gravel area 2.0 acres in size. Site would not qualify under Amendment Alternative 1 since the gravel area exceeds 15,000 SF but may already have site plan approval for a parking lot. As a large scale site of 2 acres an appropriate redevelopment scheme for this property should have the ability to meet the normal 35 foot setback requirement.

E.Perry scrap yard 115 Lancaster Street...An unpaved surface covers most of the 1.65 acre area. Site would not qualify for Amendment Alternative 1 since gravel area exceeds 15,000 SF. An appropriate redevelopment scheme for this site should be able to meet the 35 foot parking setback.

Verizon Building at Somerset and Franklin Street...Gravel area 17,000 SF. Total site is 1.1 acres. There is an existing one story building on the site. Gravel area was created sometime after 2007 Whole Foods opened. Note: This site would not qualify for Amendment Alternative 1 under several counts. Exceeds maximum gravel area size. Past use of gravel area included parking for a non-contiguous parcel (Whole Foods). Also total parking on the site presently exceeds the normal zoning requirement for the Verizon building a further disqualification. Present Verizon building doesn't meet minimum height requirement or minimum building size.

III. EXISTING B-7 SURFACE PARKING ZONING TEXT

The existing B-7 provisions for surface parking is shown below [Sec 14-295(24) and (25)].

Sec. 14-295(24): Note this section effectively grandfathers existing blacktop parking areas from the 35 foot building setback provision. As discussed in section II of this memo, section 24 was added in 2010 to provide more flexibility for existing parking in encouraging more reuse proposals in Bayside on smaller scale lots.

24. Surface parking existing as of March 9, 2005 and in continuous existence thereafter, including the reorganization of parking spaces and maneuvering aisles. This section shall apply to surface parking accessory to a principle use and a parking lot as a principle use. Existing surface parking that does not comply with the standards of sec. 14-299(f) may continue, provided that any modifications to the site layout, development constituting a site plan, or building renovations exceeding a value of thirty (30) percent of the assessed value of the building on file at the City of Portland Assessor's Office, shall require the parking to be upgraded to meet the standards of sec 14-299 (f) to the extent practicable.

Sec. 14-295(25): Note this section reflects the original B-7 zoning text intent (passed in 2006) that newly constructed parking spaces should be a minimum of 35 feet from the street to de-emphasize surface parking along the street edge and to reserve such space for building development. In 2010 it was amended to make new parking spaces a permitted use rather than a conditional use.

25. Surface parking created after March 9, 2005, provided that the spaces (and newly created maneuvering aisles) are thirty-five (35) feet or greater from a street

and further that the standards below (a to c) are also met. This section shall apply to surface parking accessory to a principal use or a parking lot as principal use. The thirty-five (35) foot setback need not apply in the case of a property in which eighty (80%) of the property frontage has a building within ten (10) feet of the property frontage and or a driveway located perpendicular to the site. The parking area shall meet the standards of sec. 14-299(f).

- a. No surface parking shall be encumbered by lease or other use commitment to an off-site use exceeding twenty-four month term; and
- b. For surface parking areas of twenty-thousand (20,000) square feet or greater in area, lease or other use agreements for surface parking shall not preclude the relocation of such parking for more than twenty-four month terms; and
- c. Any such parking shall in its lease stipulate that developer/owner reserves the right to relocate said parking or convert surface parking to structured parking as long as the replacement parking is located a reasonable distance from the associated use.

IV. PROPOSED ZONING AMENDMENTS (SURFACE PARKING)

Proposed text amendments are intended to address the status of existing gravel areas posed by such sites as Bayside Bowl and Schlotterbeck & Foss. Two alternatives are presented below.

Alternative 1 uses a carrot by allowing the conversion of existing gravel areas to surface parking (within 35 feet of the street) if the developer proposes a significant level of redevelopment activity on the site.

Alternative 2 is simpler but would automatically allow 40 parking spaces within 35 feet of the street regardless of the situation and does not require a linkage to building development activity.

Alternative 1

This alternative use a carrot by allowing existing gravel areas to be converted to surface parking (within 35 feet of the street) if the developer proposes a minimum but significant level of redevelopment activity on the site or a contiguous site. This incentive measure supports the Bayside policy of creating a denser urban neighborhood but not at the expense of allowing excessive surface parking without some linkage to building development. A model for this concept is the Bayside Bowl project. See Attachment 1 for site plan.

The provisions focus on smaller gravel areas (15,000 SF or less) so that larger lots which presumably have a greater ability to address parking setbacks will continue to meet the normal setback requirements.

This option more directly addresses the regulation of vacant lots which is at the heart of the issue. As discussed above these are typically smaller lots that were part of the rail road corridor and sold to abutters and others in the 1980s and 1990s. This alternative links flexibility in parking regulations with some level of building development activity.

(26) Notwithstanding section Sec. 14-295 (a) (24) and (25) above, the 35 foot parking setback need not apply in the following cases:

- a. All or a portion of the 35 foot setback area had a gravel surface on January 1, 2015.

Note: Gravel areas in the B-7 are listed in section II of this memo.

- b. The total gravel surface area on the lot did not exceed 15,000 square feet on January 1, 2015.

Note: The 15,000 SF limit is intended to limit the application of this provision. Larger scale lots should be able to meet the normal setback requirements.

- c. The parking spaces provide parking to a principle building on the same lot and or a principle building on a contiguous lot.

Note: The gravel area must be contiguous with redevelopment activity or on the same lot qualifying for the reduced parking set back. In some cases the gravel area may have a separate deed from where the redevelopment is taking place although it still must be contiguous to it.

- d. One of the buildings described in paragraph b above meets the minimum height requirements of the Bayside Height Overlay Map and or a building on the site has a floor area of 40,000 SF or greater.

Note: Links flexibility in parking set backs in exchange for a minimum scale of building development.

- e. The total number of spaces on the lot or in combination does not exceed the minimum parking spaces required in sec. 14-526 (4)(a)(1).

Note: Use of the gravel parking area must not result in parking that is excessive for the site beyond normal minimum parking requirements.

- f. The proposed parking spaces meets section the requirements of 14-299 (F).

Note: This standard requires that parking must not occupy a portion of a public sidewalk; driveway entrances must meet the City of Portland Technical Manual Standards; and that landscape and buffer standards must meet City of Portland Technical and Design Manual.

Alternative 2

This option is simpler and allows up to a certain number of parking spaces within 35 feet of the street regardless of the situation. It goes beyond the treatment of just gravel areas. The downside is that it allows up to 40 spaces within 35 feet of the street without linking it to building redevelopment activity as proposed in Alternative 1. Forty spaces translates into a continuous parking lot of 360 feet long along a street edge, a sizable gap in an urban streetscape. The open parking areas along Marginal Way between Elm Street and Chestnut Street (featuring Trader Joes and Walgreens) for example have 32 spaces directly abutting the street edge which results in two-thirds of

the street edge (in that block) occupied by parking spaces. See image at bottom of this page.

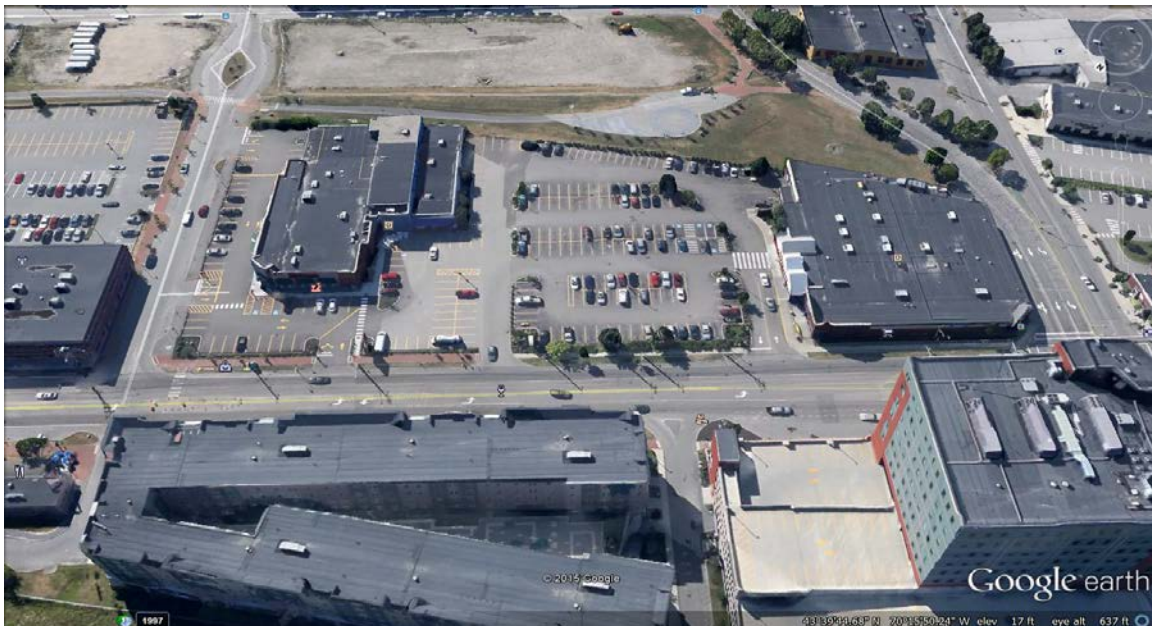
Alternative 2 would automatically allow 40 spaces within 35 feet of the street in all situations. Though simpler than Alternative 1 it does not link a loosening of standards with a minimum level of building development. Its application is broader and would allow more parking within 35 feet of the street than the present ordinance.

(25) Surface parking created after March 9, 2005, or of 40 spaces or less, provided that the spaces (and newly created maneuvering aisles) are thirty-five (35) feet or greater from a street and further that the standards below (a to c) are also met. This section shall apply to surface parking accessory to a principal use or a parking lot as principal use. The thirty-five (35) foot setback need not apply in the case of a property in which eighty (80%) of the property frontage has a building within ten (10) feet of the property frontage and or a driveway located perpendicular to the site. The parking area shall meet the standards of sec. 14-299(f).

a. No surface parking shall be encumbered by lease or other use commitment to an off-site use exceeding twenty-four month term; and

b. For surface parking areas of twenty-thousand (20,000) square feet or greater in area, lease or other use agreements for surface parking shall not preclude the relocation of such parking for more than twenty-four month terms; and

c. Any such parking shall in its lease stipulate that developer/owner reserves the right to relocate said parking or convert surface parking to structured parking as long as the replacement parking is located a reasonable distance from the associated use.



Above image is Marginal Way Block between Elm Street and Chestnut Street (south side). Trader Joes is on the right, Walgreens is on the left. Image indicates 32 on-site

parking spaces along Marginal Way street edge. Total number of spaces within 35 feet of Marginal Way street line is about 40 feet. Image indicates possible outcome of Alternative 2. This contrasts with the street wall formed by buildings on northerly side of Marginal Way.

V. PROPOSED ZONING AMENDMENT (COMMERCIAL KITCHENS)

Staff is proposing an amendment to the B-7 zone regarding commercial kitchens.

Under sec. 14-296 (a) (2) (c) “Bakeries, coffee roasters, and commercial kitchens having no retail sales within the principle structure” are a conditional use.

Recently we have received feedback that it would be advantageous for commercial kitchens to have retail space or a tasting room because it would promote pedestrian activity and visual interest on a public street as well as promoting the businesses that use the commercial kitchen. Curiously a retail use within a commercial kitchen is not allowed under the present text.

The existing conditional use provisions evidently were borrowed from the text of a previous industrial zone in which retail uses were not allowed. This is understandable given the goals of an industrial zone that is charged with growing the City’s industrial base. The B-7 on the other hand is a mixed use zone in which housing, retail, offices and some commercial related industrial uses (smaller scale) are allowed. Given the context of the Bayside Plan, a retail use or tasting room within a commercial kitchen seems totally appropriate since we are trying to encourage street side pedestrian activity.

Staff would recommend that “bakeries, coffee roasters and commercial kitchens” uses be added as a permitted use with the phrase “including retail sales or a tasting room”. The existing conditional use would be eliminated.

VI. NEXT STEPS

1. At Tuesday’s workshop it would be helpful to receive guidance on the parking setback amendments (Alternative 1 or Alternative 2) as well as the commercial kitchen amendment. Comments on any revisions or further information needed would be helpful.
2. If the Board feels comfortable a public hearing could be scheduled. Note that Planning Staff spoke to Steve Hirshon, President of the Bayside Neighborhood Association, on Wednesday about the possibility of Planning Staff attending an upcoming neighborhood meeting to discuss the amendments. The meeting has not been scheduled as yet.

ATTACHMENTS

1. Bayside Bowl Site plan



PLANNING BOARD REPORT PORTLAND, MAINE

37 Unit Residential Building
17 Carleton Street
Level III Site Plan and Subdivision
2015-078
Avesta Housing Development, Applicant

Submitted to: Portland Planning Board:
Public Hearing Date: August 11th, 2015

Prepared by: Shukria Wiar, Planner
Date: August 7th, 2015

I. INTRODUCTION

Avesta Housing Development has submitted a Level III application for site plan and subdivision review for their property at 17 Carleton Street. The property is situated on Carleton Street and backs up to an alley passageway to West Street. The proposal is to construct a new building with thirty-seven (37) affordable housing units with a surface parking lot with thirty-one (31) spaces. The new building will be four stories along Carleton Street with the surface parking lot at the rear of the property.

The site is currently a surface parking lot that consists of 25, 247 square feet. The property is located in the Residential R-6 zone and is in the West End Historic District. The project is being reviewed by the Historic Preservation Board for the design of the building and compatibility with the neighborhood. This proposal is being reviewed as a final plan and subject to the Site Plan and Subdivision Ordinance of the Land Use Code.

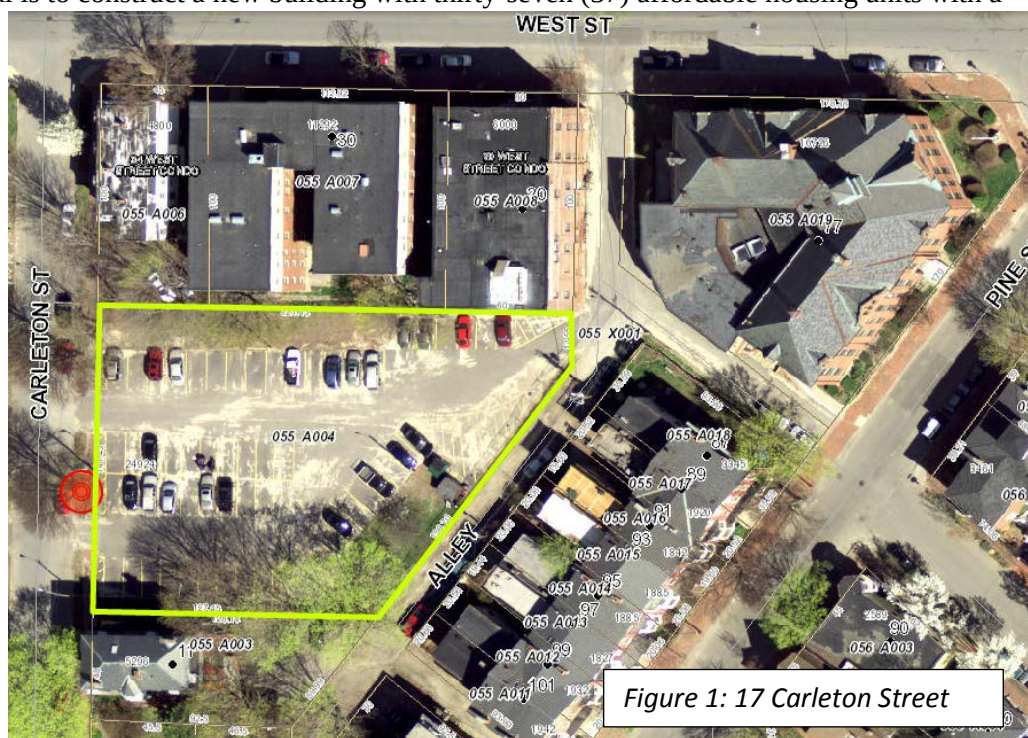


Figure 1: 17 Carleton Street

The Planning Board held two workshops on the item on July 14, 2015 and August 4, 2015. At the first workshop, the project was introduced by Planning staff and a presentation by the applicant. Public comments and questions were taken at the meeting. Due to time limitations, the Planning Board scheduled a second workshop to address the public questions. At the second workshop, the City staff reviewers and the applicant prepared responses and presentations for the Board. Since the August 4th, 2015 meeting, Avesta has submitted revised site plans and responded to the questions (refer to applicant's submission, Attachment X and Plan 3).

Applicant Name	Avesta Housing Development Corporation
Consultants	
Agent Representative	Thomas Greer of Pinkham and Greer
Engineer	Thomas Greer of Pinkham and Greer
Surveyor	Owen Haskell, Inc.
Architect	David Lloyd, Archetype Architects

II. PROJECT REVIEW

<i>Review</i>	<i>Applicable Standards</i>
Site Plan	14-526
Subdivision	14-491

REQUESTS FOR WAIVERS (staff evaluation within review under standards)

Waiver Request	Applicable Standard
<i>Street tree Requirement – Sec. 14-526 2.b.iii. a</i> The street tree requirement is one tree per unit for a total of 32 trees (x \$200= \$6,400)	<i>Sec. 14-526 2.b.iii (b) Waiver.</i> Where the applicant can demonstrate that site constraints prevent the planting of required street trees in the City right of way, the Reviewing Authority may permit the planting of street trees in the front yard, within ten feet of the property line. Existing preserved healthy trees that are six (6) inches or more in caliper and are on the site within ten (10) feet of the property line may be counted towards this requirement. If planting street trees is neither feasible in the City right of way nor within the site, the applicant shall contribute to the City of Portland Tree Fund an amount proportionate to the cost of required street trees.

III. PROJECT DATA

Existing Zoning	R-6	
Tax Map	CBL: 055 A004001	
Existing Use	Surface Parking Lot	
Proposed Use	Rental Housing	
Parcel Size	25, 247 SF	
Number of Affordable Units	37 units	
	<i>Existing</i>	<i>Proposed</i>
Residential Data	None	37 dwelling units
Building Footprint	Zero	5,495 SF
Building Floor Area	Zero	26,375 SF
Building Height	Zero	43 feet
Impervious Surface Area	19,245	19,210
Parking Spaces	58	3, of which 7 are handicapped
Bicycle Parking Spaces	0	20
Estimated Cost of Project	\$6.5 Million	
Uses in Vicinity	The site is surrounding by Multifamily buildings that are either owner-occupied or being rented.	

IV. RESPONSES TO QUESTIONS

Responses to the questions raised at the July 14th workshop are contained in the Planning Board memo for the August 4th workshop and it is included in the Board's packet as a separate document. Additional questions were

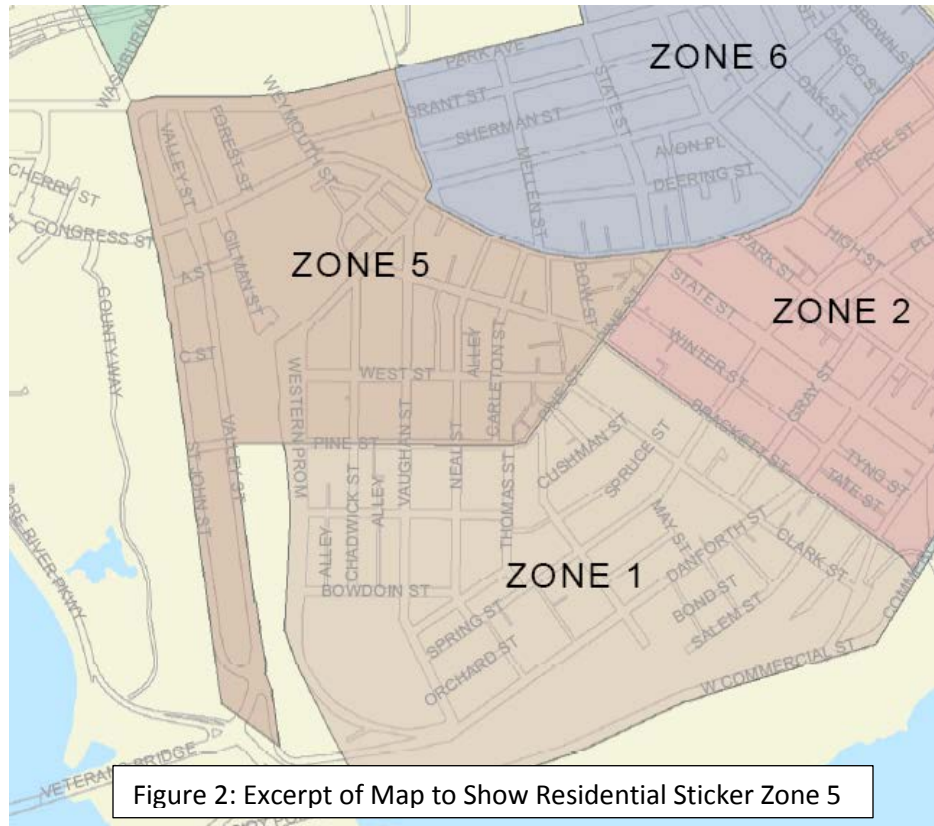
raised at the August 11th workshop and the City Staff and Applicant responses are below.

a. Questions Posed at the August 4th Workshop

1 Could the Residential Sticker zone boundary lines be changed?

Shukria Wiar and John Peverada Responses: The Parking Division manages on and off street parking to support the safety and parking needs of residents, visitors, and businesses. The Division administers different parking permit programs.

Residents, who live in designated residential sticker zones, are eligible for a free residential parking sticker for the area in which they live. This sticker, displayed on the vehicles rear windshield, exempts them from time limit restrictions allowing the resident to park in the one- or two-hour time zones on designated streets near their home (from 9 AM to 5PM). On the peninsula, overnight parking is specified by street signs. According to John Peverada, Parking Division Manager, “[t]he time limits are not in effect at nights so ANYONE can park in a ‘legal parking spot’ in any zone over night without worry of a ticket, EXCEPT for snow bans, posted emergency no parking and the overnight street maintenance signs”. Mr. Peverada states in his memo that the parking situation is tight in the vicinity of 17 Carlton Street, however parking is available on Neal Street and two blocks away that there is plenty on-street parking from Vaughan Street to the Western Promenade. Additionally, the layout of the districts is used by DPS for street operations. For these reasons, Mr. Peverada recommends that the boundaries of the residential sticker zone remain unchanged, refer to [Attachment 5](#) for Mr. Peverada’s full review:



For the reasons stated above, I do not believe that moving the zone lines would be improve the parking situation, and in fact could also cause more issues as other developments are built. Additionally these zone lines are also used by DPS street operations, and changes could cause them to operational issues.

This site is in the residential zone 5. On the right is the residential zone map for the zone, as well as some of the surrounding zones. [Attachment 7](#) has the zones for the entire city.

2. Tom Errico is to respond to abutter, Trevor Watson, data collection on on-street parking.

Tom Errico Response: Mr. Watson conducted a parking evaluation within the study area. That evaluation comprised of two general elements. A parking demand analysis based on existing residential units and a parking availability survey. The parking demand analysis is flawed in that it does not account for automobile ownership factors for residential units and I therefore do not find the data useful. Mr. Watson did conduct on-street parking surveys on Monday June 29th at 6:45AM, June 30th at 6:55AM, and

Friday July 3rd at 6:58AM. All of the noted dates did not have an on-street parking restriction in effect. I compared the data prepared by Mr. Watson with the data collected by the applicant. The results very closely matched each other with the exception of Neal Street, where the applicant noted significant parking availability. My general opinion is that in close proximity to 17 Carleton Street, on-street parking availability is limited. As you progress westerly, on-street parking spaces are available.

3. *Provide additional explanation on how the proposed storm water storage and infiltration system will reduce flows over the current site conditions in larger storm events.*

Avesta Response: See Memo and revised storm water reports from Tom Greer dated 8.5.15

4. *Provide explanation and details on how the building will meet the 45' height requirement.*

Avesta Response: The Architect will present the building height calculations and ordinance at the Public Hearing.

5. *Provide statement from architect on what green features or standards will be incorporated into the project.*

Avesta Response: See Letter from David Lloyd Dated 8.5.15

6. *Provide an updated parking supply analysis within a 5 minute walk of the site, please note parking restrictions that would impact the count.*

Avesta Response: Gorrill Palmer is coordinating the study with Tom Errico, results will be provided when they are complete. It should be noted that the applicant feels strongly that the results of the study are not comprehensive to the parking conditions on the West End nor is it the applicant's responsibility to provide a study that is comprehensive. The study was pursued per the suggestion of the planning staff and does demonstrate that parking is available. Exactly how much parking and on what evenings that parking is available is beyond the scope of the study and the responsibility of the applicant.

7. *Provide final site plan with all required details for storm water treatment.*

Avesta Response: These plans have been submitted.

8. *Provide information regarding the estimated number of workers at Butler School, including those who provide services to the residents. What are the typical hours that they are on site and where do they park?*

Avesta Response: The Resident Service Coordinator at Butler School verified that there is on average 5 residents who receive services on a regular or daily basis. The majority of these services are conducted over a 1-2 hour time period during the day. We have 1 resident who receives extensive services including full daytime and some nighttime care. The workers utilize on street parking nearby and one of the workers parks at Maine Medical Center. Avesta employees visit the site as needed on a daily basis and park in the Avesta Employee parking space located against the Butler School.

9. *Explain the \$11,204 in avoided impact losses as a result of the TIF.*

Avesta Response: Tax Sheltering Benefits

Municipalities realize "savings" from the tax sheltering effect of TIF Districts. The following direct financial impacts occur when municipal valuation increases:

- State Education Aid is reduced,
- State Municipal Revenue Sharing is reduced, and
- A municipality pays a higher percentage of the County budget.

This amount of "savings" is significant and one of the most important benefits of establishing TIF districts.

For Portland, tax shelter savings is conservatively estimated at 30%, meaning that for every new tax dollar, Portland saves 30 cents which would otherwise be lost for property tax value not included in a TIF

district. The \$11,204 in “avoided impact losses” represents this estimated 30%. Portland’s total tax shelter savings for all active TIF districts is \$1.6 Million for FYE2014.

10. *Explain your tenant application review process.*

Avesta Response: See –“Avesta Screening Criteria Summary” Avesta’s application process includes qualifying income eligible tenants, landlord references and/or professional references, criminal background checks including Sexual Offender registration and Credit Reports.

11. *How many people are Family vs. Individual on the wait list? And the turnover for each group?*

Avesta Response: We do not have a breakdown on family vs. individual for the wait list but the average household size on the waitlist is 1.8. Similarly we do not have turnover rates for Family vs. Individual but our average turnover rate is 18%.

V. EXISTING CONDITIONS/ BACKGROUND

a. Background

77 Pine Street and 17 Carleton Street- Butler School and the Parking Lot

The parcel at 17 Carleton Street was originally part of the Butler School property; it was the playground for the School. The Butler School and the property at 17 Carleton Street were both developed in 1976 and 1977 for thirty-nine (39) residential units. Jennifer Thompson, Associate Corporation Counsel reviewed the deeds, land transfers, and regulatory review documentation for this site. Please refer to her memo dated 7-30-2015 ([Attachment 1](#)).

According to the applicant, currently the parking spaces are leased out on a monthly basis to area residents; ten of the spaces are for the tenants of Butler School. Below are photographs of the current site.



Figure 3: View of Site from Carleton



Figure 4: View of the north side of Site



Figure 5: View of the south side of Site



Figure 6: View of Site from Carleton St.

To summarize, replacement of the existing parking lot with a new housing proposal has raised questions and concerns from the surrounding neighborhood. Though Planning staff is sensitive to their concern for the loss of neighborhood off-street parking, nothing found in the course of extensive research into prior documentation and approvals and documentation has demonstrated that there is a requirement to keep this as a parking lot in perpetuity, or that the applicant does not have the right to proceed with this application.

b. Proposed Development

The proposed plan is for the construction of a thirty-seven (37)-unit apartment building at 17 Carleton Street in the West End. The subject property is located on the east side of Carleton Street, between Pine and West Streets. The property is currently fully developed surface parking lot that extends deep into the interior of the triangular block bounded by Carleton, West and Pine Streets. The site has three curb cuts, two on Carleton Street and one on the shared passageway at the rear of the site. As part of the proposal, one of the curb cuts on Carleton Street will be closed and the one at the rear of the site will gated. The applicant is not be utilizing the common passageway for traffic circulation. The development will have access only via Carleton Street. To prohibit vehicles from using the common passage way to get to the 17 Carleton Street site, a gate will be placed at the rear access of the parking lot, however, pedestrian access will be available.



Figure 7: Carleton Street Rendering

The front façade of the building is set back approximately 10 feet from the sidewalk. At the sidewalk line a low retaining wall with fence extends the full width of the property, with openings for vehicular and pedestrian entries. The fencing is metal and the base and posts are concrete.

The ground floor of the building features a 20' wide open passageway that provides vehicular access, as well as 4' pedestrian access way, to the parking lot behind the building. The main entrance to the apartment complex is located behind a porch. The porch extends in width beyond the entrance itself. There are two large, mature deciduous trees in the esplanade in front of the property. These trees are proposed to be retained. The building height will be at maximum allowed height of 45'. The Fire Department had requested that there be two accesses to the building: one at the front of the building and one at the rear of the building. In order to fulfill the second access requirement, the height of the driveway opening has increased to 13'9" to meet the Fire Department requirement. The fire truck can enter the driveway opening and get access to the back of the building. The revisions are in the applicant's proposal as Attachment Plan 8.

Behind the proposed building is the surface parking lot. The applicant is proposing a total of thirty-one (31) parking spaces of which seven are dedicated handicapped spaces. Two handicapped spaces are required for Butler School under the Maine Housing Authority. The applicant is providing these two required parking spaces as well as eleven (11) other spaces for Butler School housing development for a total of thirteen (13) spaces. The applicant is proposing to provide a ride share car, which the Zoning Ordinance allows, and which reduces the required parking spaces by eight spaces.



V. PUBLIC COMMENT

A notice was sent out to the area property owners indicating that the Planning Office had received this application. A notice of this Workshop was sent to 357 property owners within 500 feet and interested citizens, and appeared in the August 3rd and August 4th, 2015 editions of the *Portland Press-Herald*.

A Neighborhood Meeting is required for this project and was held at Reiche School on June 11, 2015; the notes are in Attachment H. The Neighborhood meeting was attended by about 40 people. A total of nine people called the Planning Division office either to inquire or express concerns about the project of which five to six called a number of times to discuss the project in detail. Twelve (12) written comments have been received at the time this report was prepared and all the letters raise objections to the project. The main concerns to date are the loss of much needed parking space at this location and the design of the building. There were also some questions raised about the stormwater capacity and sewer capacity at this location since some of the abutters have had sewer backup their basements during a heavy rainfall.

There have also been four Freedom of Information requests. The specific questions raised pertain to whether this parking lot was approved for the specific use of the Butler School, when the School was converted to dwelling units in the late 1970s, and for 20 West Street when it was converted to dwelling units in 1980. The Planning staff reviewed files in the Planning Division, Inspections and Zoning Divisions, and Department of Public Services; the documents that pertained to the requestors' questions (conversion dates, parking requirements, etc.) were organized by address and given to the four requestors.

Since the second workshop on August 4th, 2015, one public comment has been submitted, Attachment PC 1 and all previous comments are compiled in the public comment attachment.

VI. RIGHT, TITLE AND INTEREST AND FINANCIAL/TECHNICAL CAPACITY

a. The owner of the property is Avesta Butler Payson LP. The applicant has provided a copy of quitclaim deeds, recorded at the Cumberland County Registry of Deeds (see Attachment A for the Book and Page) which demonstrates their right, title and interest in the property.

b. The estimated cost of the development is listed as approximately \$6.5 Million on the application. The applicant has submitted a letter from Gorham Savings Bank, dated April 28, 2014, as demonstration of their financial and technical capacity to complete the proposed development.

VII. ZONING ASSESSMENT

This project is for a new, four (4) story building with 37 residential dwelling units, located in the R-6 zone. There

is also a Historic Overlay zone and subject to the Historic Preservation Board review.. For the Planning Board's July 14th workshop, the architect had provided documentation that the building met the height limitations of the zone. The base of the building has been raised to allow for the vehicle passage way to be raised to 13'9". At the August 4th workshop, David Lloyd indicated that they would provide documentation that the building meets the R-6 height limits of 45 feet. The documentation has not been received at the writing of the report, so a condition of approval is suggested in the motion. The project is meeting all other dimensional requirements.

At the time of HVAC permitting this office will require unit information on dBA emissions. Separate permits are required for any new signage. Since the site is in the historic district, all signs will need to be reviewed by the Historic Preservation staff.

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.

B. SUBDIVISION (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)*

The project will not result in undue water or air pollution, as it is not in a flood plain and is for residential use. The proposal will not cause unreasonable soil erosion as the site is already paved.

2. *Sufficient Water Available (Section 14-497 (a) 2 and 3)*

The applicant has provided a 'Capacity to Serve' letter from Portland Water District; this would need to be provided by the public hearing to have a complete application.

3. *Will Not Cause Unreasonable Traffic Congestion (Section 14-497 (a) 5)*

Carleton Street is a one-way street from Pine Street to West Street. The street on the south is Pine Street and the street to the north is West Street. All speed limits in the immediate area are posted 25 mph or not posted and assumed to be 25 mph.

The applicant has submitted a Parking and Traffic Study. Tom Errico, Consultant Traffic Engineer with TY Lin, has reviewed the study and states:

I have reviewed the traffic study and find the methods and conclusions to be acceptable. The project is estimated to generate 8 new AM peak hour trips and 10 new PM peak hours trips. Capacity analyses were conducted at the Carleton Street intersections with West Street and Pine Street and results indicate both intersections will operate at excellent levels of service. A review of crash data indicated there are no High Crash Locations in the vicinity of the project. Accordingly, the project is not anticipated to have a significant impact on traffic mobility and safety.

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)*

A wastewater application to confirm capacity has been submitted to the Department of Public Services. The wastewater application indicates that this new project will be putting approximately 3,000 gallons per day of sanitary waste into the sewer. To offset this estimated wastewater addition, the applicant was

requested to calculate and propose means to retain and remove 3,000 gallons of stormwater for a one inch storm event.

As part of the plans, the applicant is proposing an infiltration basin on the site to capture, store, and infiltrate at least 3,000 gallons of stormwater to reduce inflow into the City's combined sewer system to effectively offset the increase in wastewater flow generated by the development.

The Department of Public Services had made a determination on the wastewater capacity letter and a letter will be provided at the public hearing on Tuesday.

The floor plan shows a trash room that will be utilized by the tenants.

5. Scenic Beauty, Natural, Historic, Habitat and other Resources (Section 14-497 (a) 8

The proposed building is located within the West End Historic District and was considered by the Historic Preservation Board in May 2015. For subdivisions within historic districts the Historic Preservation Board must apply the standards of Section 14-651 of Article IX which sets out criteria for review of new construction.

The Historic Preservation Board reviewed the proposed project at a Workshop on May 13, 2015 and the current renderings reflect the changes made to address the Historic Preservation Board's concerns. The building design contributes to the character of the area.

The City's Technical Standards regarding the provision of street trees applies to this subdivision which requires one street tree per unit, therefore thirty-seven (37) street trees are being proposed. The landscaping plan shows two existing trees that will remain on Carleton Street and two paperbark maples that are being proposed along the common passageway at the rear of the site.

The plan is not showing any new trees being proposed on Carleton Street. Given the limited space on the site and along the sidewalk, three more street trees should be planted as part of the project: one tree on Carleton Street and two along the common passageway side of the site. As the remaining thirty-two (32) trees cannot be located on the site, a waiver is proposed for the Board's consideration that requires the applicant to make a financial contribution to the City's Residential Tree Program for the provision of 32 trees.

6. Easements

According to the applicant, the only easement on this site is one that requires that Avesta Housing provide two ADA spaces for the use by the Butler School Project.

7. Comprehensive Plan (Section 14-497 (a) 9)

The staff has identified the following goals and policies which are relevant to the proposed housing development and finds the proposal in conformance with the Comprehensive Plan:

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

- Ensure the construction of a diverse mix of housing types that offers a continuum of options across all income levels, which are both renter and owner-occupied, including but not limited to the following:
 - ii. Housing units for decreasing household size, such as young professionals, empty nesters, single-parent households, and senior citizens.
 - viii. Housing with a range of services and medical support for the elderly and special needs population, including assisted living, congregate care, group homes and nursing homes;

- 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.

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 listed as approximately \$6.5 Million on the application. The applicant has submitted a letter from Gorham Savings Bank, dated April 28, 2014, as demonstration of their financial and technical capacity to complete the proposed development.

C. SITE PLAN STANDARDS (Section 14-526)

The proposed development has been reviewed by staff for conformance with the relevant review standards of Portland's site plan ordinance and applicable regulations. Staff comments are listed below.

1. Transportation Standards

a. *Impact on Surrounding Street Systems and Access and Circulation*

The proposed project is located on a site that has access off of Carleton Street via one curb cut and has access via a common passageway from the rear of the property. There are two access points for this common passageway from the site; the passageway connects to West and Pine Streets.

The applicant has submitted a traffic study and Mr. Errico has reviewed it. Please refer to Paragraph VIII B (3) for his analysis.

b. *Public Transit Access*

The public transit requirements do not apply to this project but there is a bus route, Route #8, which serves West Street. West Street is approximately 125 feet from the site. According to the applicant, the closest METRO stop is less than a block away on the corner of Carleton and West Streets. The METRO bus provides service from roughly 7:00 AM to 6:00 PM.

c. *Parking*

It is understood that the applicant is using the site at present for parking for tenants from other properties and are on a monthly rental. The neighborhood is worried that when this project gets developed, the cars currently parking at this lot (58 spaces of which are 10 are being used by the Butler Street apartments) will be displaced. These cars will be placed on the surrounding on-streets, where parking is so scarce.

Section 14-332.1 (k) – For residential development on the peninsula and in the R-6 and R-6A Zones, including new construction, the parking requirement is one space per dwelling unit, the first three units are exempt from providing parking. This same section also states that:

The planning board may establish a parking requirement that is less than the normally required number of spaces upon a finding of unique conditions that result in a lesser parking demand, such as housing for persons who cannot drive, housing that participates in a travel demand management program, availability of transit, or housing which includes permanent restrictions on automobile usage, and which is permanently restricted from utilizing resident on-street parking stickers.

The applicant is proposing to provide a ride share car, per Zoning Ordinance (Section 14-332.1 (k) 2), which allows the parking spaces to be reduced by eight spaces. The applicant is proposing to locate the car-share space on-site. The City staff finds this acceptable. Tom Errico requests that “[t]he applicant should provide information how the general public will be granted access rights to the vehicle and how to locate the vehicle”.

Section 14-332.2 (b) - *Incentives for affordable housing- parking reductions*, the Planning Board may establish a parking requirement for affordable units that are less than the one parking per unit requirement, regardless of the size of the structure.

The proposed development is for 37 residential units with 31 parking spaces as part of this project. Following is the breakdown of the parking that is required by zoning versus the reduced ratio that the applicant is requesting:

	1:1 Ratio	.70 :1 Ratio (As requested by Applicant)
Parking spaces as required per zoning (minus the first three proposed units)	34	24
U-car share	8	8
Total of Spaces Required	26	16

Of the thirty-one (31) parking spaces proposed, seven spaces are handicapped at the rear of the site, behind the proposed building. The applicant can meet the parking requirement at 1:1 ratio and at 0.7:1 ratio. The applicant is requesting that the Board make a finding that the reduced number of spaces for the site. Two handicapped spaces are required for Butler School under the rules of the Maine Housing Authority. The applicant is providing the two required parking spaces as well as eleven (11) other spaces for Butler School housing development for a total of thirteen (13) spaces. As part of the proposal, one of the curb cuts on Carleton Street will be closed and the one at the rear of the site will remain open.

According to the applicant, historically, Avesta’s parking demand for their projects is 70% of total number of units. The ride share care will further reduce this number by 8 parking spaces. Avesta is requesting that the parking ratio be at .70: 1 ratio.

The applicant has submitted Supplemental Parking Information Parking Occupancy Evaluation (Attachment P) and available parking evaluation memo (Attachment EE). Mr. Errico has reviewed the information this information and offers the following:

As noted previously, it is my professional opinion that the project will provide an adequate on-site parking supply and will in fact have a surplus given parking calculation assumptions. The site will be providing 31 parking spaces and the applicant is requesting that 18 spaces be dedicated to 17 Carleton Street and the remaining 13 spaces be dedicated to Butler School use. I’m comfortable with this allocation given existing parking demand surveys for similar Avesta Housing projects. Other items discussed at the Planning Board Workshop are noted as follows:

- *The applicant conducted a survey of street availability within a 5-minute walk of 17 Carleton Street and determined that on July 28th, 29th and 30th around 8:30pm an average*

of 120 on-street parking spaces were available. The study area streets have No Parking restrictions from 12:01AM to 7:00AM on the 1st and 3rd Tuesday of the month on the odd number side and 12:01AM to 7:00AM on the 2nd and 4th Wednesday of the month on the even number side. July 29th and 30th were days when no restrictions were in effect and thus may be over-stating on-street parking availability. I have requested that the applicant provide data for each day individually to see if the parking restriction influenced the survey data. I would note that the survey identified available spaces not only in the Residential Zone of 17 Carleton Street, but also the abutting zone. While residents are permitted to park overnight in an abutting zone, they would be required to move their vehicle by 10AM the following day (refer the John Peverada memo).

- Mr. Watson conducted a parking evaluation within the study area. That evaluation comprised of two general elements. A parking demand analysis based on existing residential units and a parking availability survey. The parking demand analysis is flawed in that it does not account for automobile ownership factors for residential units and I therefore do not find the data useful. Mr. Watson did conduct on-street parking surveys on Monday June 29th at 6:45AM, June 30th at 6:55AM, and Friday July 3rd at 6:58AM. All of the noted dates did not have an on-street parking restriction in effect. I compared the data prepared by Mr. Watson with the data collected by the applicant. The results very closely matched each other with the exception of Neal Street, where the applicant noted significant parking availability. My general opinion is that in close proximity to 17 Carleton Street, on-street parking availability is limited. As you progress westerly, on-street parking spaces are available.
- The applicants parking availability analysis assumed a walk time of 5 minutes between a parking space and place of residence. Transportation planners generally use about 0.25 miles as the acceptable walking distance to transit stops. There is limited research related to walk time acceptability between an on-street parking space and a place of residence. I would note that there is evidence that much longer walking distances are accepted in larger cities. The applicant's assumption of a 5 minute walk (1,050 feet was assumed) is associated with approximately a level of service "C" rating (over a A to F Scale) which would be considered average in terms of convenience. No standards exist as to a target level of service, but "C" seems reasonable.

Mr. Ericco also adds that any "Changes to the on-street parking schedule for Carleton Street will be required in conjunction with changes to existing driveway conditions. This will require City Council action and the applicant shall provide supporting documentation at the time of the request".

d. Bicycle Parking

Currently there is not bicycle parking at the surface parking lot. The applicant is proposing a total of twenty (20) spaces on site, four of these will be exterior and sixteen (16) will be in the Bike Room, which is within the building.

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 applicant is proposing to have landscaping along the front of the building as well as along the back of the property. The applicant is proposing to save two street trees on Carleton Street, in front of the building. The street tree requirement would be one tree per unit, or thirty-seven street trees, in or near the ROW (refer to Section VIII B5, above). Due to the site constraints, the applicant cannot plant the required amount. Therefore the applicant will need to contribute to the City's Tree Fund for the balance of required trees.

Jeff Tarling, City Arborist, has reviewed the landscaping plan and feels additional screening is needed along north edge, see below:

The north edge space for example, could use 4 of the upright trees vs the two Hawthorns as shown.

c. *Water Quality, Storm Water Management and Erosion Control*

The site is fully developed as a parking lot and drains to two catch basins on site which connect to the drainage system in Pine Street. With the proposed development, the amount of impervious surface on the site will be reduced. The developed site will have 6, 970 sq. ft. of roof, 6, 054 sq. ft. of landscaping, and 12, 240 sq. ft. of parking. The wastewater application indicates that this new project will be putting approximately 3,000 gallons per day of sanitary waste into the sewer.

The proposed stormwater management system will have an infiltration system for the runoff from the roof of the building and the flow from the parking will continue to go to the existing catch basin. As part of the new development, the applicant is proposing to have the stormwater from the parking lot match the existing conditions with flow going to the existing onsite catch basin. A series of field inlets, underdrains and catch basins will collect the runoff and convey it to the catch basin at the rear of the site. The drainage from the parking area will flow to Pine Street via the existing storm drain, as it currently does.

The roof drain will be discharged to a proposed infiltration system instead of a connection into the storm drain system, which ultimately connects to the City's combined sewer system. The Department of Public Services has not yet issued a sewer capacity letter and is requesting that the system be designed to infiltrate 3,000 gallons of stormwater from the site rather than direct that stormwater into the combined system. Tom Greer, P.E. has designed the on-site storm water system to infiltrate more than 3,000 gallons in any of the storms, 1", 2 year, 10 year, and 25 year storm events, see chart below taken from the revised stormwater management report (Attachment B):

TABLE 1

	Peak Flows Cubic Feet Per Second		Total Gallons of Runoff Infiltrated
	Existing	Developed	
Design	0.27	0.15	3,258
2	1.45	0.97	11,078
10	2.48	1.74	14,662
25	2.89	2.26	15,965

This is in excess of the 3,000 gallons per day the wastewater generated by the occupants of the new building. The sewer capacity letter from the Department of Public Services is expected at the Public Hearing. According to the revised stormwater management report, the conclusion is stated:

This project minimizes the downstream impacts to the sewer system by infiltrating stormwater. This project will improve the sewer system by reducing the flow to the sewer by 15,965 gallons in the 25 year storm event. David Senus, Consultant Engineer, has reviewed the plans and over the design of the infiltration system meets the Department of Public Services standards. Mr. Senus offers the following comment:

The Applicant has proposed a stormwater infiltration system that will collect, store and infiltrate at minimum 3,000 gallons of stormwater runoff from the proposed building roof to offset new sanitary sewer input into the combined sewer system. This will ultimately benefit the combined sewer system by reducing the rate and volume of stormwater inflow during storm events. We find

the design and the stormwater analysis to be acceptable and in meeting with the requests of the Portland Department of Public Services.

A remnant dimension of 12" for the ¾" crushed stone layer exists on C2.2 in the "Infiltration Basin Longitudinal Section" detail. This dimension is intended to be 3.4', and should be updated as part of final plan submittals, and can be made a Condition of Approval as needed.

3. Public Infrastructure and Community Safety Standards

a. *Public Safety and Fire Prevention*

The Crime Prevention through Environmental Design (CPTED) standards in the site plan ordinance address the principles of natural surveillance, access control and territorial reinforcement so that the design of developments enhance the security of public and private spaces and reduce the potential for crime. Overhead lighting poles are being proposed at the parking lot that will provide a well lit area. The applicant is also providing a well illuminated passageway from Carleton Street to the parking lot.

Captain Keith Gautreau of the Fire Department has reviewed the proposed plans. Capt. Gautreau's main concern is that the proposed building has access on a minimum of two sides and the access to the rear of the building be maintained year round for the Butler School. The common passageway will no longer be used for 17 Carleton Street and will be gated to limit vehicle access. Emergency services will continue to serve Butler School from Pine and West Streets. Access to the Carleton Street site shall be from Carleton Street and through the building to the rear of the site. The requirement to provide access to the back of the building will be fulfilled by the entrance on Carleton Street. The height of the opening is increased to 13' 9". The Fire Department has reviewed the revisions to the vehicular access to the site and has confirmed that the second means of access is being met with the proposed driveway and the proposed building height clearance. The Fire Department's full comments for the project are in Attachment 6.

b. *Availability and Adequate Capacity of Public Utilities*

The project will be served by the existing utility services located in Carleton Street. The electrical and communication utilities are located in the common passageway. The Applicant has received a capacity letter from the Portland Water District and has contacted the City Department of Public Services requesting ability to serve sewer demand, and awaits response. Confirmation of ability to serve sewer from DPS should be forwarded to the Planning Authority upon receipt.

4. Site Design Standards

a. *Snow and Ice Loading*

The site plan shows onsite snow loading areas on the site.

b. *Exterior Lighting*

The site is located in the West End Historic District; therefore the Historic Preservation Board will review the proposed fixtures. The revised photometric plans have been reviewed by Planning Staff the lighting trespass at the north edge of the property is now meeting the required trespass standard of .01 foot candle at property line.

c. *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. 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 walls or a combination thereof. This information will have to be submitted for review.

d. *Signage and Wayfinding*

The site is located in a historic district; therefore all commercial signs will need to be reviewed by the

Historic Preservation staff. Separate permits are required for any new commercial signage.

e. *Zoning Related Design Standards*

Since the property is located in the West End Historic District, the Historic Preservation Board will review the design of the building. The Board has had three workshops on the item and a public hearing is scheduled for September 2nd, 2015.

IX. STAFF RECOMMENDATION

Subject to the proposed motions and conditions of approval listed below, Planning Division staff recommends that the Planning Board approve the proposed development.

X. PROPOSED MOTIONS

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 proposed townhouses site plan and subdivision (application 2015-078), including but not limited to 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/does not find**) that the applicant has demonstrated that site constraints prevent the planting of required street trees along Carleton Street, thus the Planning Board (**waives/does not waive**) Section 14-526 (b) (2) (b) (iii) Street Trees to allow for a contribution of \$6,400 to the City's Street Tree Fund to be substituted for the provision of on-site street trees.

Subdivision Plat

On the basis of the application, plans, reports, and other information submitted by the applicant, findings and recommendations contained in Planning Board Report for application 2015-078 relevant to the Subdivision Ordinance, 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 boundary survey, subdivision plat, and site plans shall be stamped by a registered professional land surveyor and registered engineer;
2. The Subdivision Plat shall be finalized to the satisfaction of the Planning Authority, Department of Public Services and Corporation Counsel;
3. 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, plans, reports, and other information submitted by the applicant, findings and recommendations contained in Planning Board Report for application 2015-078 relevant to the Site Plan Ordinance, 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 (**meets/does not meet**) the parking requirements of the zoning ordinance with the provision of 18 on-site vehicle parking spaces; and

That the plan (**is/is not**) in conformance with the site plan standards and all other applicable provisions of the land use code, and subject to the following conditions:

1. The applicant shall submit documentation to confirm that the proposed building meets the maximum building height requirements of the R-6 Zone prior to the issuance of a building permit.
2. The applicant shall submit confirmation of ability to serve letters for sewer from Department of Public Service to the Planning Division prior to the issuance of a building permit.
3. A remnant dimension of 12" for the ¾" crushed stone layer exists on C2.2 in the "Infiltration Basin Longitudinal Section" detail. This dimension is intended to be 3.4', and shall be updated as part of final plan prior to the issuance of the building permit.
4. The applicant shall provide information how the general public will be granted access rights to the car-share vehicle and how to locate the vehicle on the site.
5. The applicant shall provide information on the accessibility of the pedestrian walkway when a handicapped vehicle is occupying the adjacent parking space.
6. The developer/contractor/subcontractor must comply with conditions of the construction stormwater management plan and sediment and erosion control plan based on City standards and state guidelines. The owner/operator of the approved stormwater management system and all assigns shall comply with the conditions of Chapter 32 Stormwater including Article III, Post Construction Stormwater Management, which specifies the annual inspections and reporting requirements. A maintenance agreement for the stormwater drainage system, as attached, or in substantially the same form with any changes to be approved by Corporation Counsel, shall be submitted, signed, and recorded prior to the issuance of a building permit with a copy to the Department of Public Services.
7. That 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.

ATTACHMENTS

PLANNING BOARD REPORT ATTACHMENTS

1. Jennifer Thompson Email dated 07.30.2015
2. Traffic Engineering Review (Tom Errico, T Y Lin), comments dated 08.07.2015
3. Civic Engineer Review, David Senus, dated 08.06.2015
4. Department of Public Services Review, David Margolis-Pineo, dated 08.06.2015
5. Parking Division, John Peverada, dated 08.06.2015
6. Fire Department, Keith Gautreau, 08.04.2015
7. Map of Residential Sticker Zones

PUBLIC COMMENTS

- PC 1 Elliot Pappaport - 20 West Street Condominium Board
- PC2. Anne Adams at 30 West Street
- PC3. Clair Oppenheim
- PC4. Deborah Boyajiin and Bill Nelligan at 27 West Street
- PC5. Derek Jaskulski at 50 Carleton Street
- PC6. Elliot Rappaport at 20 West Street
- PC7. Jen DeRosa
1. Comments dated 06.02.2015
 2. Comments dated 06.08.2015
 3. Photographs

- PC8. Jenson Steel at 30 West Street #6
- PC9. Liz Kellogg
- PC10. Mason Sears at 106 Pine Street
- PC11. Resident at 30 West Street Apt. #2
- PC12. Resident at 30 West Street
- PC13. FOAA request - Penrose
- PC14. FOAA request - Mary Doughty
- PC15. FOAA request - George Silverman
- PC16. FOAA request - Larry Reinhartsen
- PC17. Kathy DiMatteo at 20 West Street
- PC18. Julie DiMatteo at 20 West Street
- PC19. Joshua Roy at 20 West Street

APPLICANT'S SUBMITTAL

ORIGINAL

- A. Cover Letter (Tom Greer, Pinkham & Greer Civil Engineers) dated 05.07.2015
- B. Site Plan Application, Checklist & Authorization Letter
- C. Project Information and Photos
- D. Deed and Passageway Agreement
- E. USGS Location Map
- F. Financial Capacity
- G. Technical Ability
- H. Tax Map
- I. Portland Water District Ability to Serve Letter Request
- J. Flood Map
- K. Soils Map
- L. Wastewater Ability to Serve Letter Application
- M. Utility Ability to Serve Letter
- N. Construction Plan
- O. Electrical Site Plan & Photometric
- P. Traffic and Parking Study
- Q. Drew Wing's Email dated 06.17.2015 and 06.30.2015
- R. Cover Letter Addressing (Tom Greer, Pinkham & Greer Civil Engineers) dated 06.30.2015
- S. Updated Project Data Sheet
- T. Supplemental Parking Information Parking Occupancy Evaluation
- U. Lighting Catalogue Cuts
- V. Portland Water District Ability to Serve Letter
- W. Neighborhood Meeting and Minutes

REVISION

- X. Public Questions – 08.06.2015
- Y. Stormwater Memo from Tom Greer, dated 08.05.2015
- Z. Stormwater Management Report- Revised 08.05.2015
- AA. Stormwater Drainage System Maintenance Agreement
- BB. Inspection and Maintenance of Stormwater Management Facilities
- CC. Housekeeping Report
- DD. Green Building- David Lloyd
- EE. Available Parking Evaluation Memo

PLANS

- Plan1 C1.0 REV4,080515
- Plan2 C1.1 REV4,080515
- Plan3 C1.2 REV4,080515

Plan4	C1.3	REV4,080515
Plan5	C1.4	REV4,080515
Plan6	C2.1	REV4,080515
Plan7	C2.2	REV4,080515
Plan8	Carleton Street - A2.1 – ELEVATIONS	
Plan9	Carleton Street - STRAIGHT ON ELEVATION	
Plan10	Carleton Street - STRAIGHT ON ELEVATION FROM BACK	

MEMORANDUM

TO: Shukria Wiar and City of Portland Planning Board
FROM: Jennifer L. Thompson
DATE: July 31, 2015
RE: 17 Carleton Street

As you know, in connection with Avesta Housing's application to develop the lot currently serving as a parking lot at 17 Carleton Street, questions have arisen regarding Avesta's obligation to continue using that lot to provide parking to neighboring properties and the extent to which its rights to develop the lot as proposed might be limited by any such obligations. This memo will address those questions by first outlining the historical ownership and land use approvals and then discussing the significance of those.

I. Factual Background

- Prior to 1975, the "Butler School Property" was owned by the City of Portland.
- On September 18, 1974, the Portland City Council authorized the sale of the "Butler School Property" to Community Development Services (CDS).¹ According to historical documents, the City's expectation was that the Butler School would be converted into apartments and the adjacent Butler School Playground lot would provide parking for those apartments and neighboring properties. See Memo to ZBA dated January 31, 1975.
- In January 1975, CDS submitted a conditional use appeal to the City's Zoning Board of Appeals to permit the conversion of the parcel at 13-23 Carleton Street (hereinafter "17 Carleton Street") from a playground to a parking lot for 64 passenger cars. This approval was required because the proposed use (private parking lot) was not a permitted use in the zone. CDS's application was granted on February 12, 1975.
- Notwithstanding the approvals, the property was not conveyed to CDS and it appears that its 1975 approvals expired.
- In a deed dated April 1, 1975, the City of Portland conveyed the Butler School Property to Butler School Associates. That deed to the Butler School Associates included conditions relating to the development and use of the property. Specifically, it required that the property be developed and rehabilitated within 1 year to accommodate 12-13 dwelling units and contemplated that the playground area would be developed "for parking purposes." The deed also provided that the property was not to be developed or used for any other purpose for a period of 15 years and that if construction was not completed within the 1 year timeframe, the City would be entitled to repurchase the property.

¹ For the purposes of this memo, the "Butler School Property" appears to include 3 parcels of land, including the lot on which the Butler School sits and what is now the parking lot at 17 Carleton Street. When the City put the property up for sale, the 17 Carleton Street lot (then referred to as "13-23 Carleton Street") was being used as a playground for the Butler School.

- According to historical documents (November 9, 1976 Planning Board report), Butler School Associates did not complete construction within one year. Butler School Associates did, however, arrange with a company called the Myerson/Allen & Company to include the Butler School in a bid for federal HUD funding aimed at converting existing buildings into Section 8 elderly housing – a use that was consistent with use contemplated in the deed from the City.
- Conditional Use Approval of Parking Lots- 17 Carleton. On October 22, 1976 Butler School Associates and Myerson/Allen & Company filed two applications for conditional use approval, to allow the parcel at 17 Carleton Street to be used as a parking lot. The first application sought approval to use a portion of the parcel for 34 off-street parking spaces. The second application sought approval to use another portion of the lot for 15 parking spaces. Again, just as in CDS's case, this conditional approval was required because private parking lots were not permitted uses in the zone. The ZBA approved Butler School Associates' applications on November 10, 1976 such that it was permitted to convert and use that parcel as a private parking lot. Those approvals included one condition: to screen the 34-space lot against headlights.
- Variance from Parking and Dimensional Requirements – Butler School. Also in October 1976, Butler School Associates applied for a variance from the space and bulk requirements of the City Code (i.e. relief from 39,000 square foot requirement for lots that applied at the time) to allow the conversion of the Butler School to apartment units. The application also included a request for a variance from the off street parking requirement of 1 space per dwelling unit. That approval was granted without conditions on November 10, 1976. According to the ZBA's decision, the exceptional physical characteristics of the property, the fact that its unique physical condition existed at the time the parking and dimensional requirements were adopted, and because complying with the requirements of the Code otherwise create an undue hardship, the Butler School was not required to meet the dimensional and parking requirements. Again, the variance from the usual standard was granted without conditions.
- Site Plan & Architectural Review for 17 Carleton Street & Butler School. Also in October 1976, Butler School Associates and Myerson/Allen & Company applied for site plan and architectural plan review by the Planning Board. In that application, Butler School Associates sought approval of the site design and architectural plans to create the parking lot and rehabilitate/convert the Butler School. Although the proposed findings of fact acknowledge that the parking lots were intended to provide parking to neighboring properties, including the Butler School, the approval is not conditioned on that nor is there any express requirement, for example, that any number of spots be reserved or provided to any particular property or person.
- Notwithstanding these approvals, the Butler School property was re-conveyed from Butler School Associates back to the City on December 1, 1976 (Book 3950/Page 36) under the reservation of its right to repurchase contained in the deed to the Butler School Associates. According to historical documents, however, (see Planning Department Report to Planning Board Dated November 9, 1976) the City simultaneously granted Myerson/Allen & Company an option to purchase the property.

- In a deed dated June 13, 1977, the City did in fact convey the Butler School Property to Myerson/Allen & Company. (Book 4034/Page 134). There are no conditions contained in that deed relating to development of the parking lot or the school.
- The next day, on June 14, 1977, Myerson/Allen & Company conveyed the Butler School Property to the “Butler/Payson Company.” (Book 4034/Page 137) I presume, but cannot confirm, that “Butler/Payson Company” was a successor or assign of Butler School Associates and that it took over the approvals granted by the ZBA in November 1976 (generally speaking, once granted, variances run with the land).

II. Discussion

Although the original deed from the City to Butler School Associates in 1975 contained requirements relating to the development and use of the property, those requirements were nullified when the property was re-conveyed to the City in 1976. There do not appear to be any similar restrictions in the deed that later conveyed the property to Myerson/Allen & Company. Even if those requirements did somehow survive and run with the land when the City conveyed it to Myerson/Allen & Company, by their terms, the restrictions contained in the original deed expired after 15 years. Therefore, if there are any restrictions on the use that may be made of the Butler School Property and the 17 Carleton Street lot, they will need to be found in an approval by some City administrative body.

As outlined above, the rehabilitation of the Butler School to dwelling units was approved in 1976 and a variance from the then-existing parking requirements was granted after the ZBA concluded that compliance with those requirements would create an undue hardship. As the Maine Municipal Association’s Planning Board Manual explains: “After a variance is granted and a building is constructed or activity conducted based on that variance, the building or activity thereafter should be treated as a legally conforming structure or use for the purposes of deciding which ordinance provisions govern it in the future.” PB Manual at 71-72 (citing *Sawyer Environmental Recovery Facilities, Inc., v. Town of Hampden*, 2000 ME 179, 760 A.2d 257). There is no condition in the variance approved by the ZBA on November 10, 1976 that the Butler School must provide off-street parking for its units.

As also outlined above, the conversion of the playground to a private parking lot was also approved by the ZBA on November 10, 1976. That approval permitted a parking lot at 17 Carleton Street as a conditional use. As you know, “conditional use provisions in a zoning ordinance deal with uses which the legislative body generally has decided to permit in a particular area of the community. The purpose of the special exception or conditional use review procedure is to allow the planning board or board of appeals to determine whether conditions should be imposed on the way the use is conducted or constructed, in order to ensure that the use is consistent with and has no adverse impact on the surrounding neighborhood.” PB Manual at 71. When the ZBA approved a private parking lot at 17 Carleton Street as a conditional use, it imposed conditions relating to screening and lights but did not require that the parking spaces be provided to any particular property.

Further, the fact that a use has previously been approved (here, use as a parking lot) does not mean that that use has to continue to exist in perpetuity. Property owners are permitted to change the uses they make of their property, so long as that use is permitted under zoning and other requirements of the Code. Therefore, even if the conditional use approval had been conditioned on providing parking to the Butler School or surrounding properties, that condition would not be applicable to a subsequent change of the use (i.e. to an apartment building).

With respect to site plan approval by the Planning Board, although it is clear that Butler School Associates intended to use a portion of the 17 Carleton Street property to provide parking to the Butler School apartment units, there is no indication in any of the historical documents that the Planning Board conditioned its approval of the site plan for the construction of the parking lots on the dedication of any number of spaces to the Butler School or others.

In sum, after a review of the historical documents, it does not appear to me that there is any obligation that Avesta continue to use the property at 17 Carleton Street as private parking or that it provide parking to particular properties or the public at large.

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>, "Tarling, Jeff" <JST@portlandmaine.gov>, "Jeremiah Bartlett" <JBartlett@portlandmaine.gov>
Date: 8/7/2015 10:04 AM
Subject: 17 Carleton Street - Final Traffic Comments

Hi Shukria - I have reviewed the application materials and offer the following Final Traffic Comments.

- The applicant should provide dimensions of driveway width, parking aisles, etc. for review and comment.
 July 2nd Status: The revised plans include dimensions and I find details to be acceptable. I would note that the compact parking spaces do not meet City standards, but because they are slightly longer, I support a waiver.
 Status: I have reviewed the revised site plan and find it to be acceptable with similar waivers as noted previously.
 Final Status: I have no further comment.

- It is my understanding that a traffic study is being prepared and I will review traffic specific issues upon receipt of the study.
 July 2nd Status: I have reviewed the traffic study and find the methods and conclusions to be acceptable. The project is estimated to generate 8 new AM peak hour trips and 10 new PM peak hours trips. Capacity analyses were conducted at the Carleton Street intersections with West Street and Pine Street and results indicate both intersections will operate at excellent levels of service. A review of crash data indicated there are no High Crash Locations in the vicinity of the project. Accordingly, the project is not anticipated to have a significant impact on traffic mobility and safety.
 Status: I have no further comment.

- The following outlines my comments as it relates to the review of parking conditions for the project:
 - o The applicant should specifically note details of vehicles parking in the existing lot. It should be noted whether any of the vehicles are using the lot as part of a site plan approval requirement.
 - o Given parking concerns in the neighborhood and limited parking opportunities, the applicant should conduct an updated parking generation survey at existing similar sites on the Portland Peninsula. The survey is intended to confirm parking demand requirements. The scope and details of the survey shall be coordinated with City staff.
 July 2nd Status: The applicant has provided updated parking demand analysis information that indicates the proposed site will require 0.37 parking spaces per residential unit, but is suggesting a parking supply - for 17 Carleton Street only - of 0.48 parking spaces per unit or 18 parking spaces. I would note that the parking rates developed by the applicant are based on cars observed to be parked. According to their data, at many sites the number vehicles parked did not closely correlate to tenant automobile ownership. If automobile ownership was used, the average parking demand rate would be 0.59 parking spaces per residential units. I need to continue to review this and historical parking information, before I render a conclusion on the parking demand analysis.
 Status: The project will be providing 32 on-site parking spaces. In my professional opinion the project will provide sufficient parking for the proposed 37 units given proposed tenant characteristics and should have excess parking for the nearby Butler Building. The challenge is determining how much can be allocated to the Butler Building. I will continue to review data regarding Butler Building parking allocation, so that an appropriate parking number can be determined.

I would further note that we have suggested that the applicant consider providing information regarding on-street parking availability in the neighborhood in conjunction with the displacement of vehicles using the existing parking lot. My general observations of the West End area is that there is available on-street parking toward the Western Promenade and MMC where housing density is less and off-street parking is more prevalent. I do recognize that these streets would certainly be less convenient, but may provide some general area-wide parking supply opportunities.

Final Status: As noted previously, it is my professional opinion that the project will provide an adequate on-site parking supply and will in fact have a surplus given parking calculation assumptions. The site will be providing 31 parking spaces and the applicant is requesting that 18 spaces be dedicated to 17 Carleton Street and the remaining 13 spaces be dedicated to Butler School use. I'm comfortable with this allocation given existing parking demand surveys for similar Avesta Housing projects. Other items discussed at the Planning Board Workshop are noted as follows:

§ The applicant conducted a survey of street availability within a 5-minute walk of 17 Carleton Street and determined that on July 28th, 29th and 30th around 8:30pm an average of 120 on-street parking spaces were available. The study area streets have No Parking restrictions from 12:01AM to 7:00AM on the 1st and 3rd Tuesday of the month on the odd number side and 12:01AM to 7:00AM on the 2nd and 4th Wednesday of the month on the even number side. July 29th and 30th were days when no restrictions were in effect and thus may be over-stating on-street parking availability. I have requested that the applicant provided data for each day individually to see if the parking restriction influenced the survey data. I would note that the survey identified available spaces not only in the Residential Zone of 17 Carleton Street, but also the abutting zone. While residents are permitted to park overnight in an abutting zone, they would be required to move their vehicle by 10AM the following day (refer the John Peverada memo).

§ Mr. Watson conducted a parking evaluation within the study area. That evaluation comprised of two general elements. A parking demand analysis based on existing residential units and a parking availability survey. The parking demand analysis is flawed in that it does not account for automobile ownership factors for residential units and I therefore do not find the data useful. Mr. Watson did conduct on-street parking surveys on Monday June 29th at 6:45AM, June 30th at 6:55AM, and Friday July 3rd at 6:58AM. All of the noted dates did not have an on-street

parking restriction in effect. I compared the data prepared by Mr. Watson with the data collected by the applicant. The results very closely matched each other with the exception of Neal Street, where the applicant noted significant parking availability. My general opinion is that in close proximity to 17 Carleton Street, on-street parking availability is limited. As you progress westerly, on-street parking spaces are available.

§ The applicants parking availability analysis assumed a walk time of 5 minutes between a parking space and place of residence. Transportation planners generally use about 0.25 miles as the acceptable walking distance to transit stops. There is limited research related to walk time acceptability between an on-street parking space and a place of residence. I would note that there is evidence that much longer walking distances are accepted in larger cities. The applicant's assumption of a 5 minute walk (1,050 feet was assumed) is associated with approximately a level of service "C" rating (over a A to F Scale) which would be considered average in terms of convenience. No standards exist as to a target level of service, but "C" seems reasonable.

· A brief paragraph has been provided in respect to a construction management plan. It isn't noted, but the plan will likely require the closure of the abutting sidewalk and a temporary sidewalk detour will be required. Other specific details can be reviewed at the Pre-Construction meeting.

July 2nd Status: The applicant has added a note to the Plan and I have no further comment.

Status: I have no further comment.

· Changes to the on-street parking schedule for Carleton Street will be required in conjunction with changes to existing driveway conditions. This will require City Council action and the applicant shall provide supporting documentation at the time of the request.

Status: I have no further comment.

· The applicant should provide information on the proposed location of the Car-Share vehicle for review and approval.

Status: The applicant is proposing to locate the Car-Share space on-site which I find to be acceptable. The applicant should provide information how the general public will be granted access rights to the vehicle and how to locate the vehicle.

· I have reviewed the revised site plan and the applicant should provide information on the accessibility of the pedestrian walkway when a handicapped vehicle is occupying the adjacent parking space.

Final Status: Pending.

Please contact me if you have any questions.

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

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MEMORANDUM



TO: Shukria Wiar, Planner
FROM: David Senus, P.E.
DATE: August 6, 2015
RE: 17 Carleton Street, Final Level III Site Plan Application

Woodard & Curran has reviewed the August 5th submittal for the Final Level III Site Plan Application for the proposed development project located at 17 Carleton Street in Portland, Maine. The project involves the construction of affordable housing units with parking and associated site improvements.

Documents Reviewed by Woodard & Curran

- Stormwater Management Report, REV dated August 5, 2015, prepared by Pinkham & Greer on behalf of Avesta Housing.
- Engineering Plans, Sheets C1.0, C1.1, C1.2, C1.3, C1.4, C2.2, REV dated August 5, 2015, prepared by Pinkham & Greer on behalf of Avesta Housing.

Comments

1. The Applicant has proposed a stormwater infiltration system that will collect, store and infiltrate at minimum 3,000 gallons of stormwater runoff from the proposed building roof to offset new sanitary sewer input into the combined sewer system. This will ultimately benefit the combined sewer system by reducing the rate and volume of stormwater inflow during storm events. We find the design and the stormwater analysis to be acceptable and in meeting with the requests of the Portland Department of Public Services.
2. A remnant dimension of 12" for the ¾" crushed stone layer exists on C2.2 in the "Infiltration Basin Longitudinal Section" detail. This dimension is intended to be 3.4', and should be updated as part of final plan submittals, and can be made a Condition of Approval as needed.

From: David Margolis-Pineo
To: Shukria Wiar
CC: David Segre (david@bibeauandcompany.com)
Date: 8/6/2015 4:14 PM
Subject: 17 Carleton St

Shukria,

Such spoke with Dave and we are good on DPS end. I will get direction Monday on the Capacity letter.

**CITY OF PORTLAND
MEMORANDUM**

TO: Shukria Wiar, Planner
FROM: John Peverada, Parking Manager
DATE: August 6, 2015
RE: 17 Carlton Street

Shukria,

I want to take this opportunity to share with you some information relative to residential parking permits and overnight street maintenance regulations.

Residential permits only allow residents with a permit to park in 1 or 2 hour areas (within their zone) during the time of the restriction (usually 9a-5p) without having to move their car or receive a parking ticket.

The time limits are not in effect at nights so ANYONE can park in a "legal parking spot" in any zone over night without worry of a ticket, EXCEPT for snow bans, posted emergency no parking and the overnight street maintenance signs. Basically each street of the west end has signs posted that state when parking is prohibited for street maintenance. The following is by example; the streets south of Pine St are in zone 1 and parking is restricted (to everyone) on the odd side of the streets on the first and third Tuesdays of the month from 12:01AM Tuesday to 7:00AM. Tuesday and on the even side of the street on the second and fourth Tuesdays of the month from 12:01AM Tuesday to 7:00AM Tuesday. Similarly in zone 5 the restrictions are on Wednesdays.

After making several tours of the neighborhood at various times, my observation is parking is tight in the vicinity of 17 Carlton St, however the availability of parking improves on Neal St. and two blocks away there is ample on-street parking on the streets from Vaughan St. to the Eastern Prom.

For the reasons stated above, I do not believe that moving the zone lines would be improve the parking situation, and in fact could also cause more issues as other developments are built. Additionally these zone lines are also used by DPS street operations, and changes could cause them to operational issues.

Unfortunately the only way to improve the neighborhood parking supply is by increasing the off street parking requirement for new developments.



Portland Fire Department Headquarters Office of the Fire Chief



To: Planning Division, Shukria Wiar

From: Asst. Chief Keith Gautreau, Portland Fire Department

Date: August 4, 2015

Re: Response to Questions regarding 17 Carleton Street Project

1. What is the radius of a Fire truck to get into the alley?

When dealing with the Standards for Emergency Access Lanes and Gates there are two separate measurements that need to be considered for emergency vehicle access. First is the width of an emergency access lane which needs to be a minimum of 16 feet. Second is the radius of a fire truck which is how much room is needed for a truck to make a right or left hand turn onto or into an alley way or access point. No inside turning radius shall be less than twenty-five (25') feet. No outside turning radius shall be less than one hundred (100') feet. The Applicant has proposed a "drive through access" from Carleton Street that meets the standard for emergency access to the rear of the building.

2. How will traffic flow in the alley, taking into consideration that vehicles are parked along the access way?

Currently there is parking on one side of that alley off of West Street now, leaving enough width for emergency apparatus. This provides emergency access to the rear of the existing buildings on West Street and Pine Street. The concern is when vehicles might park on both sides of the alley or during the winter months with snow removal or a lack of. Please see the email response from the Captain of Ladder 306 from Bramhall Fire Station on July 15, 2015:

"Access to the rear of Butler School Housing, 77 Pine is from an alley that runs from 20 West to 117 Pine. There doesn't appear to be any issues with apparatus getting coverage to the rear of that building. Access to the rear of a row of buildings from 87 to 105 Pine is from the same alley but it gets narrower after the Butler School. As it is now with cars parked in that alley it would be difficult getting apparatus in there, narrowing by snow would make it impassable. The best chance for an aerial set would be to put the truck as close to the Pine street buildings as possible to get the correct angle to avoid the utility wires. So if parking were to still be allowed on that alley it should be limited to the Carleton St. side of the alley."

3. How are the Life Safety requirements and fire access addressed for both 17 Carleton and Butler School?

The applicant will provide a larger area for a "drive through access" under the building at 17 Carleton Street to accommodate **13'9"** height and **20'** width with a 4' sidewalk. The applicant will provide a "crash type gate" at the rear of the property in the corner of the parking lot to provide emergency access from the Butler school property via West Street or Pine Street. An access maintenance agreement or other suitable document acceptable to the Reviewing Authority shall be required. (I.e. No parking signage or striping for Fire Lane.) The existing Butler School will be accessed via West Street and or Pine Street.

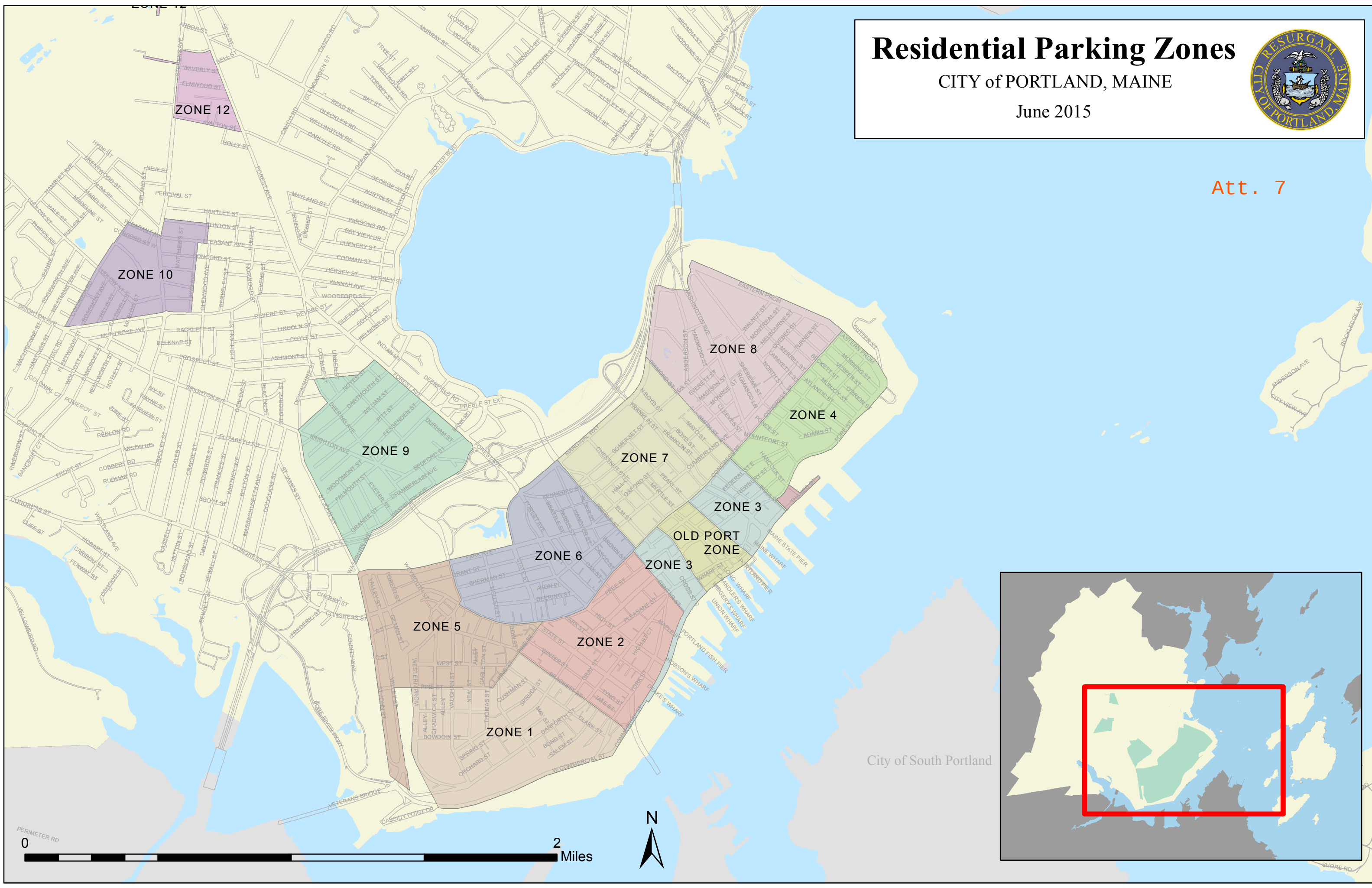
Residential Parking Zones

CITY of PORTLAND, MAINE

June 2015



Att. 7



From: elliot rappaport <erappaport012@gmail.com>
To: <shukriaw@portlandmaine.gov>
CC: Karen Merritt <kmerritt1@gmail.com>, Irena Henry <ihenry@maine.rr.com>, Brian Ferry <bferryvt@gmail.com>
Date: 8/5/2015 12:59 PM
Subject: 17 Carleton Street Proposal

Dear Planning Board:

Thank you for a well-run and informative meeting to address the questions and concerns that this project proposal has raised. On behalf of the 20 West Street Condominium Board, I wish to record the following comments:

Wastewater Back-flow

Ours is one of the properties that has been affected by wastewater back-flow during extreme rain events. As such, we appreciate that the site plan takes advantage of an opportunity to improve absorption of surface runoff with the construction of a catchment feature. Hopefully this can be made a priority for future developments, as the city moves forward in dealing with stormwater at various problem locations.

Architecture

While I am personally among those who found the original contemporary facade to be just fine, I am impressed by the effort and responsiveness of the architectural team to the concerns voiced by the Historic Preservation Board. I think that the architect is right to say that, once finished, the new structure will be an appealing addition to the neighborhood's built landscape.

Parking

It does appear from the research presented that the 17 Carleton site is not encumbered by prior obligations for use as a parking lot. This is not ideal for those of us who have become accustomed to parking there, but in a general sense, the city's goal to encourage the transition of surface parking to quality infill construction is a sound one.

This process WILL put pressure on parking, and hopefully the city can be creative in managing the balance. In this part of the country, most households will continue to regard ownership of at least one car as essential to life and work.

For this reason, it was encouraging to hear discussion among the board of ways that pressures might be eased in this particular situation. The extension of Zone 5 into the blocks beyond Pine Street was one good suggestion, as was the unification of the West End into a single zone. Likely there are other possibilities, all with pros and cons, but hopefully a thoughtful look can be taken at all as buildout continues in The Brackett and West Street areas. The present arrangement of parking zones in the West End was doubtless drawn in response to earlier studies of demand and density, but are those data still in step with current uses?

With Best Regards,

Elliot Rappaport, President
 The 20 West Street Condominium Association

Elliot Rappaport
 Captain Associate Professor, Nautical Science
 Sea Education Association
 P.O. Box 6 • Woods Hole, MA 02543

mobile: 207.518.0545
f: 800.977.8516
www.sea.edu

To the Portland Planning Board:

As a neighbor of the 17 Carleton St. parking lot, I wish to formally state my opposition to the plans by Avesta Housing for a 37 unit affordable income housing project as it now stands. Should this project reach fruition, over 50 cars that now have off-street parking in that lot will have to park on the surrounding streets. If one looks at the parking situation now, there are few empty spaces on the surrounding streets at end of day. How do 50 more cars find space? During snow emergencies and street cleaning nights, the problem will grow expedientially. The West End will become a less desirable place to live if it gains a reputation for difficult parking close to home. This will ultimately affect housing prices and the small businesses in the neighborhood.

Currently several parking spaces are leased by tenants of both the Pilgrim apartment building and the Butler School. Many of these people are elderly or handicapped. Where will they park? Avesta plans on offering just two spaces to Butler School tenants (who must be over 62 or handicapped) once their project is completed and Avesta OWNS the Butler School building. It would seem that they are intent in inconveniencing current tenants in order to carry out plans for future tenants. While Portland needs rental units at affordable rates, I do not think this particular project has been thought through as well as it might.

I would respectfully ask that the Planning Board give this issue serious consideration and ask Avesta to revise or scrap their current plans before they create a lasting negative impact on our neighborhood.

Sincerely,

Avesta needs to be held accountable for helping to uphold the very neighborhoods it plans to be a part of. This includes being responsible for providing parking for their tenants but also in not over running neighborhoods. There is ~~also~~ →

already an Avesta building just blocks from the proposed new building. The history, uniqueness + charm ~~will~~ of the west end will quickly disappear should many AVESTA properties be situated in the same block/neighborhood.

Best

Anne Adams

38 WEST ST resident for
over 17 years

already an Avesta building just blocks from the proposed new building. The history, uniqueness + charm ~~will~~ of the west end will quickly disappear should many AVESTA properties be situated in the same block/neighborhood.

Best,

Anne Adams

30 WEST ST resident for
over 17 years

From: Claire Oppenheim <c.oppenheim@me.com>
To: "shukriaw@portlandmaine.gov" <shukriaw@portlandmaine.gov>
Date: 5/22/2015 3:14 PM
Subject: Avesta Housing

Hi,

I live in the West End near where Avesta Housing is planning a 36 unit housing project. I would like to attend the planning board meetings but have to arrange my work schedule in advance in order to do so. Could you tell me when the next meeting is planned?

Thanks,
Claire Oppenheim

Sent from my iPad

From: Deborah Boyajian <boyajian@mac.com>
To: <shukriaw@portlandmaine.gov>
Date: 5/26/2015 2:44 PM
Subject: Concerns & Suggestions regarding Avesta / Carleton Street Proposal

Hello Shukria,
 Thank you for speaking with me this afternoon. Here is the letter I mentioned.
 Sincerely,
 Deborah

To Whom it May Concern,

My name is Deborah Boyajian. My husband, Bill Nelligan, and I purchased our first Maine home at 27 West Street in Portland's Historic West End district in 2005. Since that time, we have contributed extensively to the immediate neighborhood by making numerous improvements to the once dilapidated property we now call home. We have also forged a positive relationship with Portland's various departments, by working closely with the city and the Historic Board by making the appropriate improvements to our home. These improvements have not only added to the face of the John Calvin Stevens block of row homes, but our individual efforts have ultimately uplifted this end of West Street. We planted trees, we hired Krista Butterfield to install a gorgeous walkway, and we hired another local small business person—James McCain—to design and implement a lovely front garden (where a disheveled dumping ground once stood). We have worked with the city to re-align the uneven, treacherous front brick walkway, so passers by would not trip and hurt themselves—particularly in the winter. In addition to these visible external improvements, we have spent more than 100K renovating the inside of the property.

At this time in our lives—getting older, son off to New York City, and our beloved Golden Retriever, Beau, now gone—it is time to downsize. It has been time to downsize for several years. Unfortunately, our house is not selling because we do not have off street parking. Inevitably, there have been opportunistic buyers who have offered to buy our home for \$100,000 (and even \$200,000) less than its value because we do not have off street deeded parking. Sadly, the City of Portland has repeatedly denied our requests to install a small and unobtrusive parking spot alongside our front hedge area. These denials come despite the approval of said installation by the Historic Board; yes, we have indeed been approved by the Historic Board to install a non conforming curb cut and driveway, yet Mike Bobinsky has repeatedly refused to grant us the permit to do so. We have presented documentation with photos of numerous non conforming and illegally installed driveways in the immediate neighborhood. We have also presented Mr. Bobinsky with the facts that his denial has created a hardship for us, yet he has been steadfast in his inflexibility. Ergo, we have lost numerous buyers: one family on Thomas Street, one family on Deering Street, another on Spring Street, another three on Neal Street, et al. Do you know the perspective that is taken when real property does not sell for years; the perspective is that something is wrong with the property being sold. This is what has happened to our 3600 square foot John Calvin Stevens Historic Row Home. The difficulties experienced with no off street parking, have increased incrementally each year: neighbors who have off street parking, but persist in taking up two, three, and even four spaces on an already overburdened street, frequent overnight guests who take up spaces, and diners from Aurora Provisions, Caiola's, Bonobo Pizza, and now the new building on the corner of Brackett and Pine. The residents are now outnumbered by the non residents.

Avesta Housing is a terrific organization--providing housing opportunities for the less advantaged. I am in complete support of what they do for immigrants (both refugees and asylum seekers) and elderly and low income people. The issue here is not one against the project per se, it is against the hardships that we personally, and collectively, will incur as a result of the proposed development on Carleton Street. If this project is to be given any consideration, it should be done so with the caveat that accommodations must be made to the abutters who will shoulder the greatest burden from the project. I cannot speak to what others in the neighborhood want, but I can tell you what would satisfy me. What I suggest is this: the Maine Medical Building in the rear of our property, used to belong to this block of row homes when JB Brown owned the properties as apartments. In 1978, J B Brown sold these John Calvin Stevens apartments as Row Homes. J B Brown then sold the rear property parking lot and building (which I am told was the garage for these row homes) to Maine Medical Center; a decision seemingly steeped in monetary gain rather than the foresight of what might eventually be a disastrous decision in a growing population. I ask you this; where were the civil engineers and planning board minds at that time?

Portland is currently confronted with another daunting decision; should they grant permission to the Avesta project, in a highly populated neighborhood where off street parking is very limited, and on street parking is a persistent problem? If you are giving this project serious consideration, I propose the following: 1) allow us to install a driveway 2) work closely with Maine Medical Center to allow the five Row Homes to lease for a minimum of twenty years (but preferably for 99 years) with the option to renew, two parking spaces each. Since these are individually owned row homes, the leases should be separate legal contracts, rather than group ones as in condo associations. I have had several conversations with Mr. Cloutier, property manager for the rear Maine Medical Pkg. lot, pleading with him to allow us (at our expense) to install a gated fence into our back yard so we could park there. His rationale for denying our request (albeit politely and regretfully) was based on his presumption that all of the abutters would then make the same request. The fact is that there are 14 abutting properties. Of those 14, there are five who do not have off street parking. Those five are the John Calvin Stevens Row homes—which is pretty ironic, wouldn't you agree? 3) post "Resident Parking Only" signs from 5:00 pm until 8:00 am every day, so that residents have priority over business overflow. 4) paint white parking lines to help minimize irregular parking and to prevent oversized vehicles from taking up two parking spaces. 5) require Avesta to limit the parking they are proposing to 15 spaces for tenant occupancy—thus giving present lot renters the other 17 spaces inside their proposed building. I know two Butler school residents who are both elderly and disabled who deserve at the least, a modest accommodation of inside parking in the new proposed building; I think this suggestion aligns quite well with Avesta's purported mission to help the less advantaged.

I hope my letter has given you a sliver of the concern that my husband and I have regarding the Avesta project. Additionally, I hope that by personalizing and generalizing the serious and significant parking issues on West Street, you take a long look at the negative impact this project will have in the area.

Thank you,

Deborah Boyajian
 Bill Nelligan
 27 West Street

Portland, Maine 04102
(207) 831-6998

From: "Your Friend Derek" <derekj@usa.net>
To: <shukriaw@portlandmaine.gov>
Date: 6/19/2015 3:31 PM
Subject: 17 Carleton St proposal

Hi!

I've been interested in this project since I live a block away. So I attended the historical zone workshop which I thought was pretty balanced. Then I attended the neighborhood meeting hosted by Pinkham & Greer. What a hornet's nest!

97.5% of the comments revolved around parking or rather the loss of spaces for those using the lot now and the fact that there will be only 31 spaces for a 37 unit development. A guy from Avesta finally said that the shortage of parking in the West End is not their problem, it's the city's problem. No one liked that but he was right about that.

Anyway, be prepared to swamped with complaints about parking!!

But I would like to raise another issue. I believe that I saw that Avesta paid \$13.5 million for the lot. I was surprised they paid so much. I wondered how that could be economically feasible, though I admit I know little about the low income housing tax credit market.

However, my concern was heightened by two things that were said at the Pinkham & Greer meeting. The architect (who seemed like a really decent guy) answered a question about why a portion of the shell on the back was a clapboard (I think) rather than brick. His answer was that his budget was so tight that to put a brick facade in that section would cause the project to go overbudget. I'm not a contractor, but it astonished me that something that minor would blow out the budget.

My suspicion was confirmed by a gent from Avesta. Almost as an aside, he mentioned that they need to put so many "efficiency" units into the building to make it economically feasible. In other words, the neighborhood and residents of the building have to accept an over-crowded rabbit warren because Avesta paid too much for the property.

Why should residents of the building and the whole neighborhood suffer because the execs at Avesta made a big mistake and paid way too much for the building? Let Avesta take the loss for their own mistake.

Please encourage Avesta to reduce the number of units in the building.

Thanks for taking the time to read this.

Derek Jaskulski
50 Carleton Street

Stuart O'Brien, Chair
Portland City Planning Board
389 Congress St, 4th Floor
Portland, ME 04101

June 8, 2015

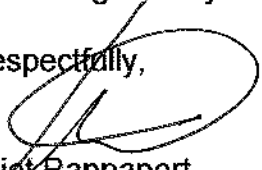
Dear Mr. O'Brien:

On behalf of the 20 West Street Condominium Association, I am writing to express concern over the proposed development of a 37-unit apartment building at 17 Carleton Street.

There is general concern throughout the neighborhood about the loss of the 60 leased parking spaces currently on the site, but even more critical to our residents is the issue of wastewater. We have had several occurrences in the past of backflow through floor drains and toilets on our basement level, when storm runoff has overwhelmed the sewer system. Unit occupants in abutting properties have experienced some of the same issues.

Will an engineering study be done, prior to any approvals, to determine what the impact will be of wastewater from an additional 37 units on a sewage system that is already of a deficient capacity? If not, we would like to request that this step be taken, and that this issue be considered along with the other likely impacts of increasing density in this neighborhood.

Respectfully,



Elliot Rappaport
President
20 West Street Condominium Association

From: Jen DeRose <jennifer.deroose@gmail.com>
To: <shukriaw@portlandmaine.gov>
Date: 6/2/2015 4:00 PM
Subject: 17 Carleton Street Proposal
Attachments: avesta_policecars.jpg; avesta_ambulance.jpg

Shukria Wiar

shukriaw@portlandmaine.gov

To whom it may concern:

This email is in regards to the proposed 17 Carleton Street project in the West End Historic District. As a resident and landlord at 93 Pine Street (which abuts the building proposal), as well as a former editor at Elle Decor, House Beautiful, and Interior Designs magazines, I would appreciate the planning divisions deep consideration on the following issues:

1. Parking

This project proposes 37 units--with only 31 parking spots. Besides not even providing enough parking for the proposed units, the project would also *displace the dozens of cars* that park there now. With the recent new 39-unit building West End Place at Pine and Brackett Streets, (and only 32 parking spots) there has already been a significant impact on parking in the area. As an example of how tight the parking situation is, tenants in our building recently inquired about the cost of renting one of the existing spots in the current lot at 17 Carleton, and were told it was already full.

2. Design

The buildings in the vicinity of the proposal are architectural treasures on a national level. I have edited national design magazines, and I'm sure you agree with me, this neighborhood is incredibly special. It's what attracts newcomers like me to the city. But a new building that does not live up to the existing architectural standards of the neighborhood has a detrimental effect. This can be evidenced with the addition of West End Place at Brackett and Pine Street. Not only does it not add to the beauty of the neighborhood, it actually takes away from it. The proposed building design could appear in Bayside, South Portland, or Kansas City--there is no consideration for it keeping in within the historic context of the neighborhood. It is not harmonious with the landmarked buildings around it. If you're going to build new in this neighborhood, then build a beautiful design that is as architecturally significant, and Leas its neighbors.

3. Height & Scale

The proposed building is four stories. Many of the buildings around this area (including ours at 93 Pine Street) are only three stories and only have two exposures. With only windows at the front and back of our building (and not on the sides) we greatly benefit from the light the current open lot affords. With a new building at this location, the amount of light afforded to surrounding units will be dramatically decreased.

4. Noise

Adding a large busy building to what is a narrow, one-way road will undoubtedly bring noise and disturbances from sirens, delivery traffic, private trash removal, dumpsters, and traffic between the two Avesta properties. Please see the attached photo from Saturday, Memorial Day weekend, May 23, 2015. There were *6 emergency vehicles *extending for half the block for an incident that occurred at the Avesta Housing at 77 Pine Street. Carleton Street is such a narrow, quiet street, how will it host this amount of emergency vehicles? Should this proposal go through, this would be happening not only in the front of our building, but also to the rear.

I urge you to please carefully consider the implications of this building, and should this go forward, that it be with a revised design that addresses all of these points.

Thank you,
Jen DeRose

From: Jen DeRose <jennifer.derose@gmail.com>
To: <shukriaw@portlandmaine.gov>
Date: 6/8/2015 1:03 PM
Subject: Fwd: 17 Carleton Street Proposal
Attachments: avesta_policecars.jpg; avesta_ambulance.jpg; avesta_June4_2015.jpg

Shukria,

I wanted to follow up per my last email regarding the proposal for the Avesta housing at Carleton Street. On Thursday, June 4, 2015, there were another two police cars called to Avesta's Butler School. (please see attached photo.) That's at least* two times that emergency vehicles have been there within the last 12 days. *

Are there city records for how often emergency workers are called to Avesta's Butler School?

This building is directly across from where a woman was sexually assaulted and it seems to me that the city's emergency resources would be much better used in patrolling the entire neighborhood and keeping the community safe rather than continually being called to the same building. Why would the city consider allowing Avesta to manage another property when there are clear issues with their existing buildings? And how can a narrow, one-way street like Carleton handle the continuous emergency vehicles that would be called there?

I hope that the planning commission takes the issue of safety into consideration when they review this proposal.

Thank you for your time.

Best,
 Jen DeRose

----- Forwarded message -----

From: Jen DeRose <jennifer.derose@gmail.com>
 Date: Tue, Jun 2, 2015 at 3:59 PM
 Subject: 17 Carleton Street Proposal
 To: shukriaw@portlandmaine.gov

Shukria Wiar

shukriaw@portlandmaine.gov

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our building recently inquired about the cost of renting one of the existing spots in the current lot at 17 Carleton, and were told it was already full.

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I urge you to please carefully consider the implications of this building, and should this go forward, that it be with a revised design that addresses all of these points.

Thank you,
Jen DeRose







BUTLER SCHOOL
27 PINE STREET

PORTLAND
POLICE

PORTLAND
POLICE



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To the Portland Planning Board:

As a neighbor of the 17 Carleton St. parking lot, I wish to formally state my opposition to the plans by Avesta Housing for a 37 unit affordable income housing project as it now stands. Should this project reach fruition, over 50 cars that now have off-street parking in that lot will have to park on the surrounding streets. If one looks at the parking situation now, there are few empty spaces on the surrounding streets at end of day. How do 50 more cars find space? During snow emergencies and street cleaning nights, the problem will grow expedientially. The West End will become a less desirable place to live if it gains a reputation for difficult parking close to home. This will ultimately affect housing prices and the small businesses in the neighborhood.

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I would respectfully ask that the Planning Board give this issue serious consideration and ask Avesta to revise or scrap their current plans before they create a lasting negative impact on our neighborhood.

Sincerely,



Jensen Steel
30 West St #6

To the Portland Planning Board:

As a neighbor of the 17 Carleton St. parking lot, I wish to formally state my opposition to the plans by Avesta Housing for a 37 unit affordable income housing project as it now stands. Should this project reach fruition, over 50 cars that now have off-street parking in that lot will have to park on the surrounding streets. If one looks at the parking situation now, there are few empty spaces on the surrounding streets at end of day. How do 50 more cars find space? During snow emergencies and street cleaning nights, the problem will grow expedientially. The West End will become a less desirable place to live if it gains a reputation for difficult parking close to home. This will ultimately affect housing prices and the small businesses in the neighborhood.

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I would respectfully ask that the Planning Board give this issue serious consideration and ask Avesta to revise or scrap their current plans before they create a lasting negative impact on our neighborhood.

Sincerely,


LIZ KELLOGG

DEAR SAUKRIA,
MORNING DEAR,

I LIVE IN THE PILGRIM APARTMENT.
TOP FLOOR IN THE BACK OVERLOOKING PARKING
LOT.

IT IS MY SANCTUARY IN SPITE OF,
PARKING DELEMA, PARKING BANG ECT.

I AM LUCKY TO HAVE A LANDLORD WHO
IS A GOOD PERSON.

I RECENTLY (MARCH 2015) TOOK A BETTER
JOB IN YARMOUTH THAT HAS ME DRIVING, AGAIN.
AFTER WALKING BLISSFULLY ON THE PENINSULA
FOR 18 MONTHS.

I WOULD TAKE A LOWER PAYING JOB
TO GET BACK ON THE SIDEWALKS AGAIN
IF THIS BUILDING GOES UP.

BUT, YOU KNOW, I LIKE BUYING
NEW CLOTHES, NEW BED LINENS, BETTER FOOD,
BETTER HAIR CUTS ECT.

WELL, GOOD LUCK TO US.

THANKS FOR READING,
LIZ KELLOGG

From: Mason Sears <hmsears@sfmarinausa.com>
To: <shukriaw@portlandmaine.gov>
Date: 6/4/2015 11:01 AM
Subject: 17 carlton St Project

Shukria

Unfortunately , I cannot make the public meeting for the 17 carlton St. project being held June 11th

I would like to ask how the project accommodates all the parking for the development ? As I understand it the development would directly add 5 cars to the on street parking demand, and displace an additional 56 current parking spaces to the street. As you are aware, parking is tight already in this neighborhood.

What alternative plan, or reduce scale of this project does the developer have..

In addition I am concerned that the Historical consistency of the neighborhood will not be maintained. The appearance of the building in my mind does not fit with the surrounding buildings. Having watched the new apartments go up on the corner of pine ,and bracket st and the Low level of quality of the exterior that presents to the neighborhood, I fear that this will also be a low quality building that will not fare well in the years to come.

Will this project site continue to have access from the rear of the parking lot (butler school building) or will it have fencing around.

Thank you,

Mason Sears
106 pine st
Portland me

To the Portland Planning Board:

*including Chairman
Stewart O'Brien*

As a neighbor of the 17 Carleton St. parking lot, I wish to formally state my opposition to the plans by Avesta Housing for a 37 unit affordable income housing project as it now stands. Should this project reach fruition, over 50 cars that now have off-street parking in that lot will have to park on the surrounding streets. If one looks at the parking situation now, there are few empty spaces on the surrounding streets at end of day. How do 50 more cars find space? During snow emergencies and street cleaning nights, the problem will grow expedientially. The West End will become a less desirable place to live if it gains a reputation for difficult parking close to home. This will ultimately affect housing prices and the small businesses in the neighborhood.

Currently several parking spaces are leased by tenants of both the Pilgrim apartment building and the Butler School. Many of these people are elderly or handicapped. Where will they park? Avesta plans on offering just two spaces to Butler School tenants (who must be over 62 or handicapped) once their project is completed and Avesta OWNS the Butler School building. It would seem that they are intent in inconveniencing current tenants in order to carry out plans for future tenants. While Portland needs rental units at affordable rates, I do not think this particular project has been thought through as well as it might.

I would respectfully ask that the Planning Board give this issue serious consideration and ask Avesta to revise or scrap their current plans before they create a lasting negative impact on our neighborhood.

Sincerely,

C. Zdanowicz

It is extremely disappointing that the city is moving ahead with the misguided project despite wide spread opposition & objection from all quarters of the west end + without regard to negative impacts incl. the elderly, infirm & handicapped.

To the Portland Planning Board:

As a neighbor of the 17 Carleton St. parking lot, I wish to formally state my opposition to the plans by Avesta Housing for a 37 unit affordable income housing project as it now stands. Should this project reach fruition, over 50 cars that now have off-street parking in that lot will have to park on the surrounding streets. If one looks at the parking situation now, there are few empty spaces on the surrounding streets at end of day. How do 50 more cars find space? During snow emergencies and street cleaning nights, the problem will grow expedientially. The West End will become a less desirable place to live if it gains a reputation for difficult parking close to home. This will ultimately affect housing prices and the small businesses in the neighborhood.

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I would respectfully ask that the Planning Board give this issue serious consideration and ask Avesta to revise or scrap their current plans before they create a lasting negative impact on our neighborhood.

KEEP THE POOR PEOPLE OUT OF THIS SAFE
NEIGHBORHOOD
Sincerely, RESIDENT
30 WEST ST. PORTLAND
LESS CRIME, LESS DRUGS, LESS LOITERING



June 29, 2015

Re: FOAA Request

Dear Mr. Penrose:

The following is the City of Portland's response pursuant to the State's Freedom of Access law (1 M.R.S.A. §§ 401-410) to your FOAA request dated June 19, 2015, seeking a copy of all files regarding the original Butler/Payson Site Plan Approval, which you estimate the time frame to be between 1970 and 1986.

To date, the Planning Office provided you with a thumb drive that contained all the documents stored on the Department's G:Drive and searched in the City Hall attic for files. There are no Planning Board files for the addresses that you have given. The planning staff recommended that you review the micro-fiche files stored in the Inspection Office. There may be documents from the Zoning Board of Appeals that are on the micro-fiche, which may address your questions. If you would like the administrative staff to make copies of the relevant documents on the microfiche, we can compile that information. If you want copies of all the records, including all permits and inspections for this address, please let us know. I have asked staff in this department to search for any and all records responsive to your request and the staff will look once again in the attic. Given the scope of your request it is my estimate that it will take at least 3.5 hours of staff time to compile these records. See 1 M.R.S.A. § 408(4) and (5). At the statutorily established rate of \$15 per hour, and the first hour free, the cost for compiling the relevant records will therefore be at least \$37.50. If you want copies of all documents from microfiche and it is estimated that additional hour would be required. Additionally as only hard copies of these documents are available, copies will be provided at the cost of \$0.50 per page.

The City hereby formally requests payment of the above amounts in advance. See 1 M.R.S.A. § 408. To the extent that the time required to compile the requested documents exceeds the 3.5 hour estimate, the City will notify you before the 3.5 hours has been exceeded with another estimate of the additional time that will be required and will similarly require an upfront payment for the additional work necessary to compile all of the documents requested. Overall, due to the nature of the documents, only selected city personnel can execute the work necessary to satisfy your request. As these employees have a number of daily responsibilities that must be completed prior to work on outside projects, it is estimated that satisfying your request will take approximately five days.

Please let me know how you wish to proceed. If you have any additional questions, do not hesitate to contact me.

Sincerely,

Barbara Barhydt
Development Review Services Manager

Cc: Jeff Levine, Director, Planning and Urban Development
Jennifer Thompson, Associate Corporation Counsel
Shukria Wiar, Planner
Jennifer Munson, Office Manager
Lannie Dobson, Administrative Assistant



June 30, 2015

Re: FOAA Request

Dear Mary Doughty:

The following is the City of Portland's response pursuant to the State's Freedom of Access law (1 M.R.S.A. §§ 401-410) to your FOAA request dated June 23, 2015, seeking a copy of:

Documents of Public Records regarding the site plan applications for 17 Carleton Street, Portland, ME pertinent to developments at 30 West Street, 20 West Street and 77 Pine Street.

I have asked staff in this department to search for any and all records responsive to your request. Given the scope of your request it is my estimate that it will take at least 1 hour of staff time to compile these records. See 1 M.R.S.A. § 408(4) and (5). At the statutorily established rate of \$15 per hour, and the first hour free, there are no costs anticipated for compiling the records unless the staff time exceeds an hour (see below). Additionally as only hard copies of these documents are available, copies will be provided at the cost of \$0.50 per page.

The City hereby formally requests payment of the above amounts in advance. See 1 M.R.S.A. § 408. To the extent that the time required to compile the requested documents exceeds the 1 hour estimate, the City will notify you before the 1 hours has been exceeded with another estimate of the additional time that will be required and will similarly require an upfront payment for the additional work necessary to compile all of the documents requested. Overall, due to the nature of the documents, only selected city personnel can execute the work necessary to satisfy your request. As these employees have a number of daily responsibilities that must be completed prior to work on outside projects, it is estimated that satisfying your request will take approximately five days.

Please let me know how you wish to proceed. If you have any additional questions, do not hesitate to contact me.

Sincerely,

Barbara Barhydt
Development Review Services Manager

Cc: Jeff Levine, Director, Planning and Urban Development
Jennifer Thompson, Associate Corporation Counsel
Shukria Wiar, Planner
Jennifer Munson, Office Manager
Lannie Dobson, Administrative Assistant



June 30, 2015

Re: FOAA Request

Dear George Silverman:

The following is the City of Portland's response pursuant to the State's Freedom of Access law (1 M.R.S.A. §§ 401-410) to your FOAA request dated June 23, 2015, seeking a copy of planning files pertaining to 17 Carleton Street parking lot and Butler School project.

I have asked staff in this department to search for any and all records responsive to your request. Given the scope of your request it is my estimate that it will take at least 1 hours of staff time to compile these records. See 1 M.R.S.A. § 408(4) and (5). At the statutorily established rate of \$15 per hour, and the first hour free, there are no costs anticipated for compiling the records unless the staff time exceeds an hour (see below). Additionally as only hard copies of these documents are available, copies will be provided at the cost of \$0.50 per page.

The City hereby formally requests payment of the above amounts in advance. See 1 M.R.S.A. § 408. To the extent that the time required to compile the requested documents exceeds the 1 hour estimate, the City will notify you before the 1 hours has been exceeded with another estimate of the additional time that will be required and will similarly require an upfront payment for the additional work necessary to compile all of the documents requested. Overall, due to the nature of the documents, only selected city personnel can execute the work necessary to satisfy your request. As these employees have a number of daily responsibilities that must be completed prior to work on outside projects, it is estimated that satisfying your request will take approximately five days.

Please let me know how you wish to proceed. If you have any additional questions, do not hesitate to contact me.

Sincerely,

Barbara Barhydt
Development Review Services Manager

Cc: Jeff Levine, Director, Planning and Urban Development
Jennifer Thompson, Associate Corporation Counsel

Shukria Wiar, Planner
Jennifer Munson, Office Manager
Lannie Dobson, Administrative Assistant



June 30, 2015

Re: FOAA Request

Dear Mr. Reinhartsen:

The following is the City of Portland's response pursuant to the State's Freedom of Access law (1 M.R.S.A. §§ 401-410) to your FOAA request dated June 23, 2015, seeking a copy of planning files pertaining to 17 Carleton Street parking lot and Butler School project.

I have asked staff in this department to search for any and all records responsive to your request. Given the scope of your request it is my estimate that it will take at least 1 hours of staff time to compile these records. See 1 M.R.S.A. § 408(4) and (5). At the statutorily established rate of \$15 per hour, and the first hour free, there are no costs anticipated for compiling the records unless the staff time exceeds an hour (see below). Additionally as only hard copies of these documents are available, copies will be provided at the cost of \$0.50 per page.

The City hereby formally requests payment of the above amounts in advance. See 1 M.R.S.A. § 408. To the extent that the time required to compile the requested documents exceeds the 1 hour estimate, the City will notify you before the 1 hours has been exceeded with another estimate of the additional time that will be required and will similarly require an upfront payment for the additional work necessary to compile all of the documents requested. Overall, due to the nature of the documents, only selected city personnel can execute the work necessary to satisfy your request. As these employees have a number of daily responsibilities that must be completed prior to work on outside projects, it is estimated that satisfying your request will take approximately five days.

Please let me know how you wish to proceed. If you have any additional questions, do not hesitate to contact me.

Sincerely,

Barbara Barhydt
Development Review Services Manager

Cc: Jeff Levine, Director, Planning and Urban Development
Jennifer Thompson, Associate Corporation Counsel

Shukria Wiar, Planner
Jennifer Munson, Office Manager
Lannie Dobson, Administrative Assistant

7/1/15

20 West Street

Portland, Maine 04102

Dear Portland City Planning Board:

I'd like to address the parking issue that will be created when Avesta builds their new building at 17 Carlton Street. I have currently been on Avesta's "waiting list" for a parking spot for 2 years. Each time I called I was bounced to a different person. Either they never returned my call or I was either 3rd on the list, 1st on the list or not even on the list. It appears to me that Avesta has not intended to lease out these spaces in anticipation of this new building. I find it hard to believe that planning board back then allowed 20 West Street to be made into condos knowing that there is no off street parking. It also seems strange that all the legal documentation for this and the Butler building projects are nowhere to be found.

Now we find out that the new building on the corner of Pine and Brackett were promised 10 spaces in order for that project to move forward.

I attended the Rieche School meeting with the Avesta representatives. It was stated by one of them that "there is not that much of a demand in the West End for off street parking. Just drive through that lot and you will see a lot of empty spaces." My comment is "yes" there are empty spaces because Avesta has not been leasing them out to make it appear that there is no demand. My question is how many other people were on their "list" or never made it to the list or "fell off their list". I understand that Avesta owns this lot and it is a free country (the last time I checked) and they should be able to do what they want with it; however, if prior commitments are not being fulfilled, I hope the planning board will take this into consideration. This neighborhood will also be losing parking that is currently "Joe Smoke Shop" which many people in this area are also depend on for parking.

Portland is not quite a little Boston. We do not have the mass transportation available as the big cities do. We need our cars to commute. Not everyone can walk or bike to work. Winters here are very hard on every one, the parking issue makes it even harder. Hopefully you understand our plight and will come up with a viable solution to a very real problem.

Thank you in advance for taking this issue into consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Kathy DiMatteo". The signature is fluid and cursive, with the first name "Kathy" written in a larger, more prominent script than the last name "DiMatteo".

Kathy DiMatteo

207-712-1170 cell

To the Portland Planning Board:

As a neighbor of the 17 Carleton St. parking lot, I wish to formally state my opposition to the plans by Avesta Housing for a 37 unit affordable income housing project as it now stands. Should this project reach fruition, over 50 cars that now have off-street parking in that lot will have to park on the surrounding streets. If one looks at the parking situation now, there are few empty spaces on the surrounding streets at end of day. How do 50 more cars find space? During snow emergencies and street cleaning nights, the problem will grow expedientially. The West End will become a less desirable place to live if it gains a reputation for difficult parking close to home. This will ultimately affect housing prices and the small businesses in the neighborhood.

Currently several parking spaces are leased by tenants of both the Pilgrim apartment building and the Butler School. Many of these people are elderly or handicapped. Where will they park? Avesta plans on offering just two spaces to Butler School tenants (who must be over 62 or handicapped) once their project is completed and Avesta OWNS the Butler School building. It would seem that they are intent in inconveniencing current tenants in order to carry out plans for future tenants. While Portland needs rental units at affordable rates, I do not think this particular project has been thought through as well as it might.

I would respectfully ask that the Planning Board give this issue serious consideration and ask Avesta to revise or scrap their current plans before they create a lasting negative impact on our neighborhood.

Sincerely,

Ruth Dimallo
20 West St.
Portland, ME

To the Portland Planning Board:

As a neighbor of the 17 Carleton St. parking lot, I wish to formally state my opposition to the plans by Avesta Housing for a 37 unit affordable income housing project as it now stands. Should this project reach fruition, over 50 cars that now have off-street parking in that lot will have to park on the surrounding streets. If one looks at the parking situation now, there are few empty spaces on the surrounding streets at end of day. How do 50 more cars find space? During snow emergencies and street cleaning nights, the problem will grow expedientially. The West End will become a less desirable place to live if it gains a reputation for difficult parking close to home. This will ultimately affect housing prices and the small businesses in the neighborhood.

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I would respectfully ask that the Planning Board give this issue serious consideration and ask Avesta to revise or scrap their current plans before they create a lasting negative impact on our neighborhood.

Sincerely,

Julie Dimatteo
20 West St 6/30/15

7/1/15

PC19

To the Portland Planning Board:

As a neighbor of the 17 Carleton St. parking lot, I wish to formally state my opposition to the plans by Avesta Housing for a 37 unit affordable income housing project as it now stands. Should this project reach fruition, over 50 cars that now have off-street parking in that lot will have to park on the surrounding streets. If one looks at the parking situation now, there are few empty spaces on the surrounding streets at end of day. How do 50 more cars find space? During snow emergencies and street cleaning nights, the problem will grow expedientially. The West End will become a less desirable place to live if it gains a reputation for difficult parking close to home. This will ultimately affect housing prices and the small businesses in the neighborhood.

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I would respectfully ask that the Planning Board give this issue serious consideration and ask Avesta to revise or scrap their current plans before they create a lasting negative impact on our neighborhood.

It is also our understanding that they agreed to lease 10 spaces to the new building at the corner of Bracket + Pine in order for that Building to be approved. What about those spaces.

Sincerely,
Joshua M. Roy
20 WEST ST

17 Carleton Street Portland, Maine

Site Plan / Subdivision Application



Submitted to
City of Portland

May 7, 2015

Prepared by
PINKHAM & GREER
CIVIL ENGINEERS

28 VANNAH AVE. PORTLAND, ME. 04103
Tel: 207.781.5242 Fax: 207.781.4245

File: 15108

Att. A

May 7, 2015

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

RE: 17 CARLETON STREET, AVESTA HOUSING

Dear Barbara,

On behalf of AVESTA Housing, we are pleased to submit the attached information for a 37 unit affordable housing project to be located at 17 Carleton Street. This site, previously the playground for Butler School, is currently a parking lot, making this project a great infill project. Attached are photos showing the existing conditions around the site.

Working with Archetype, the building has been designed to fit into the historic neighborhood. The Historic Preservation Committee is currently reviewing the project as well.

The site design allows for access from Carleton Street to the site via a passageway under the building. This provides a diminished view of the parking. Overall the amount of impervious cover is reduced, making it an environmentally friendly project. A second connection to the Common Passageway is located at the back of the site.

The view from Carleton Street is critical in the design process. The existing street trees provide a canopy for the sidewalk and the edge of the street. These trees will be maintained with only minor trimming on the building side.

The existing brick sidewalk is in need of repair. This project will install a new sidewalk the full length of the project. The impact on the street trees will be addressed with input from Tony Muench, RLA. Currently the roots have been exposed in the sidewalk. The use of crushed stone for the sidewalk will help provide air for the roof systems.

The project consolidates the two curb cuts on Carleton Street to one. This helps enhance the aesthetic appeal of the project.

The landscaping and site design utilize historic plants and fencing. The plant selection by Tony Muench uses low maintenance materials, typical of historic landscapes. The front fence uses a mix of metal fencing and granite posts. The only thing missing would be hitching posts for horses to complete the historic nature of the site.

Parking for this building's occupants is accomplished in the rear of the building. There are 31 spaces for the 37 units. To assist the residents, AVESTA will be providing a ride share car. This reduces the need for parking by 8 spaces.

Historically, AVESTA's parking demand for these projects is 70% of total number of units, or 26 spaces. The ride share car will further reduce this number to 18. We would like this to be the required number.

Of the 31 spaces 7 of them will be marked as ADA spaces. Two will be dedicated to the Butler residence.

The public utilities will be underground. The sewer, water, and gas service will be from Carleton Street. The electrical and communication services will be from the common passage way in the rear of the building.

As this site is currently fully developed as a parking lot, the stormwater management and erosion control are less of an issue. The site currently drains to two catch basins on site which connect to the drainage system in Pine Street. Erosion control will consist of protecting these basins and ensuring soil isn't tracked on to Carleton Street.

As the site reduces the amount of impervious surface on the site, peak flow control or stormwater treatment is not a concern. The developed conditions will match the existing conditions with flow going to the existing on site catch basin. To ensure drainage around the parking a series of field inlets, underdrains and catch basins collect the runoff and convey it to the catch basin at the back of the site. All drainage will continue to flow to Pine Street via the existing storm drain.

This project will fully develop the site. No future expansions of the building or parking are planned at this time.

Ms. Barbara Barhydt
May 7, 2015
Page 3 of 3
File: 15108



Attached are drawings of the site and building as well as short narratives on specific items.

Thank you very much for consideration of our project.

Sincerely,

PINKHAM & GREER

A handwritten signature in black ink, appearing to read "Thomas S. Greer". The signature is fluid and cursive, with a large "T" and "G".

Thomas S. Greer, P.E.

Enclosures

cc: Drew Wing, David Lloyd, File

TSG/rjs

PROJECT NAME: 17 Carleton Street

PROPOSED DEVELOPMENT ADDRESS:

17 Carleton Street

PROJECT DESCRIPTION:

The construction of a 37 unit affordable residential building with 31 parking spaces.CHART/BLOCK/LOT: 55/A/4PRELIMINARY PLAN
FINAL PLAN5/7/15 (date)
_____ (date)

CONTACT INFORMATION:

Applicant – must be owner, Lessee or Buyer Name: Drew Wing Business Name, if applicable: Avesta Housing Development Corp. Address: 307 Cumberland Ave City/State : Portland, ME Zip Code: 04101	Applicant Contact Information Work # 207.245.3340 Home# Cell # Fax# e-mail: DWing@avestahousing.org
Owner – (if different from Applicant) Name: Same as Above Address: City/State : Zip Code:	Owner Contact Information Work # Home# Cell # Fax# e-mail:
Agent/ Representative Thomas S. Greer Name: Pinkham & Greer, Civil Engineers 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 Drew Wing Name: Avesta Housing Development Corp. Address: 307 Cumberland Ave City/State : Portland, ME Zip Code: 04101	Billing Information Work # 207.245.3340 Cell # Fax# e-mail: DWing@avestahousing.org

Engineer Pinkham & Greer, Civil Engineers Name: Thomas S. Greer 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 Name: Owen Haskell, Inc. Address: 390 US Route One #10 City/State : Falmouth, ME Zip Code: 04105	Surveyor Contact Information Work # 207.774.0424 Cell # Fax# 207.774.0511 e-mail:
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# 207.772.4056 e-mail: llloyd@archetypepa.com
Attorney Name: Address: City/State : Zip Code:	Attorney Contact Information Work # Cell # Fax# e-mail:

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) ☒ 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) ☒ Subdivisions (\$500 + \$25/lot) # of Lots ___ x \$25/lot = ___ ☐ 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-Documents-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:

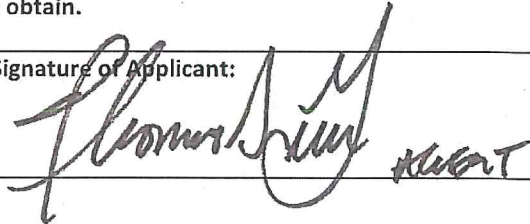
1. One (1) full size site plans that must be folded.
2. One (1) copy of all written materials or as follows, unless otherwise noted:
 - a. Application form that is completed and signed.
 - b. Cover letter stating the nature of the project.
 - c. All Written Submittals (Sec. 14-525 2. (c), including evidence 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: 5/7/15
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PROJECT DATA

The following information is required where applicable, in order to complete the application.

Total Area of Site	sq. ft. 25,247
Proposed Total Disturbed Area of the Site	sq. ft. 25,247
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)	sq. ft.
Impervious Area (Total Proposed)	sq. ft.
Building Ground Floor Area and Total Floor Area	
Building Footprint (Total Existing)	sq. ft.
Building Footprint (Total Proposed)	sq. ft.
Building Floor Area (Total Existing)	sq. ft.
Building Floor Area (Total Proposed)	sq. ft.
Zoning	
Existing	R-6
Proposed, if applicable	
Land Use	
Existing	Parking Lot
Proposed	37 Residential Units w/ parking
Residential, If applicable	
# of Residential Units (Total Existing)	0
# of Residential Units (Total Proposed)	0
# of Lots (Total Proposed)	0
# of Affordable Housing Units (Total Proposed)	37
Proposed Bedroom Mix	
# of Efficiency Units (Total Proposed)	
# of One-Bedroom Units (Total Proposed)	
# of Two-Bedroom Units (Total Proposed)	
# of Three-Bedroom Units (Total Proposed)	
Parking Spaces	
# of Parking Spaces (Total Existing)	58
# of Parking Spaces (Total Proposed)	31
# of Handicapped Spaces (Total Proposed)	7
Bicycle Parking Spaces	
# of Bicycle Spaces (Total Existing)	0
# of Bicycle Spaces (Total Proposed)	Exterior (4), Bike Room (16)
Estimated Cost of Project	

PRELIMINARY PLAN (Optional) - Level III Site Plan			
Applicant Checklist	Planner Checklist	# of Copies	GENERAL WRITTEN SUBMISSIONS CHECKLIST
X		1	Completed Application form
		1	Application fees
X		1	Written description of project
X		1	Evidence of right, title and interest
n/a		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
		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)
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;
X			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.

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)
		1	* Completed Application form
		1	* Application fees
		1	* Written description of project
		1	* Evidence of right, title and interest
		1	* Evidence of state and/or federal permits
		1	* Written assessment of proposed project's specific compliance with applicable Zoning requirements
		1	* Summary of existing and/or proposed easements, covenants, public or private rights-of-way, or other burdens on the site
		1	* Evidence of financial and technical capacity
		1	Construction Management Plan
		1	A traffic study and other applicable transportation plans in accordance with Section 1 of the technical Manual, where applicable.
		1	Written summary of significant natural features located on the site (Section 14-526 (b) (a))
		1	Stormwater management plan and stormwater calculations
		1	Written summary of project's consistency with related city master plans
		1	Evidence of utility capacity to serve
		1	Written summary of solid waste generation and proposed management of solid waste
		1	A code summary referencing NFPA 1 and all Fire Department technical standards
		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
		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
		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;
n/a			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;
			Location and dimensions of all proposed loading areas including turning templates for applicable design delivery vehicles;
n/a			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;
			A traffic control plan as detailed in Section 1 of the Technical Manual;
n/a			Proposed buffers and preservation measures for significant natural features, where applicable, as defined in Section 14-526(b)(1);
n/a			Location and proposed alteration to any watercourse;
n/a			A delineation of wetlands boundaries prepared by a qualified professional as detailed in Section 8 of the Technical Manual;
n/a			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;
n/a			Ground water protection measures;
x			Existing and proposed sewer mains and connections;

- Continued on next page -

		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;
		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;
		A shadow analysis as described in Section 11 of the Technical Manual, if applicable;
		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;
		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;
n/a		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.

**Avesta Housing Development Corporation
307 Cumberland Avenue
Portland, ME 04101**

(207) 245-3340

April 14, 2015

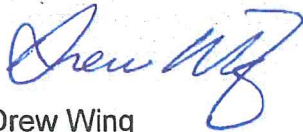
To Whom It May Concern

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 me throughout the approval process of the 17 Carleton Street Housing in Portland, Maine.

This includes representing me with the City of Portland and 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,



Drew Wing
Development Officer
Avesta Housing Development Corporation

17 Carleton Street

File: 15108

Zoning Assessment

This project is in the R-6 Zone. As a residential property, it is a permitted use. The density allowed is one unit per 725 sq. ft of lot plus a 25% density bonus for affordable units. This would be 34 units plus 8 for the bonus; total allowable 42, 37 are proposed.

The building is approximately 43 feet in height, below the 45 feet allowed. Setbacks become 10 feet on each side due to the height. Side setbacks are approximately 10 feet or slightly greater. This project fits the R-6 Zone.

ZONE INFORMATION		
ZONE: R-6, RESIDENTIAL		
PERMITTED USE: MULTI-FAMILY DWELLING		
SPACE STANDARDS	REQUIRED	PROVIDED
MINIMUM LOT SIZE	2,000 SQ. FT.	25,248 SQ. FT.
MINIMUM AREA PER DWELLING UNIT	725 SQ. FT.	685 SQ. FT. *
MINIMUM STREET FRONTAGE	20 FEET	141.43 FEET
MINIMUM FRONT YARD	5 FEET	5 FEET
MINIMUM REAR YARD	10 FEET	65 FEET
MINIMUM SIDE YARD	10 FEET	10.5 FEET
MAXIMUM LOT COVERAGE	60%	28%
MINIMUM LOT WIDTH	20 FEET	141 FEET
MAXIMUM BUILDING HEIGHT	45 FEET	41 FEET
OPEN SPACE RATIO	20%	25%
OFF STREET PARKING	SEE PARKING REQUIREMENTS	
* DENISTY BONUS OF 25% FOR AFFORDABLE UNITS, SECTION 14-488.		
TOTAL ALLOWED: 42, PROVIDED: 37		

Easements

This site is to provide two ADA spaces for use by the Butler School Project.

Waivers

This site has a reduction in impervious surface. If required, we request a waiver for the stormwater technical standards. Existing impervious is 19,245 sq. ft. The proposed impervious is 19,210 sq. ft.

Significant Natural Features

This site is currently a parking lot. There are no significant natural features or cultural features on site, consistent with the City's Master Plan.

17 Carleton Street

File: 15108

Master Plan Compliance

This project provides the affordable housing noted in the City's Master Plan. The zoning and land use are consistent with the neighborhood.

Traffic

This 37 unit affordable apartment will generate less traffic than a standard apartment building. Standard apartments generate 6.63 trips per day during the week with 0.56 peak am hour trips and .067 peak pm hour trips. Total trips are listed below:

Total Daily Trips	6.63x37	245
Peak AM Trips	0.56x37	21
Peak PM Trips	0.67x37	25

AVESTA experience is 70% of the units will have cars. Assuming this is a 30% reduction in trips as well the expected trips are shown below:

Total Daily Trips	171
Peak AM Trips	15
Peak PM Trips	18

This amount of trips is very small considering the urban location of the project. The use of bikes and access to the bus service in the area are expected to further reduce the trips for this project.

Trip generation rates are from the ITE Manual Trip Generation.

Neighborhood Meeting

Neighborhood meeting is yet to be held.



17 CARLETON STREET
FILE: 15108



PHOTO 1



PHOTO 2

17 CARLETON STREET
FILE: 15108



PHOTO 3



PHOTO 4

17 CARLETON STREET
FILE: 15108



PHOTO 5

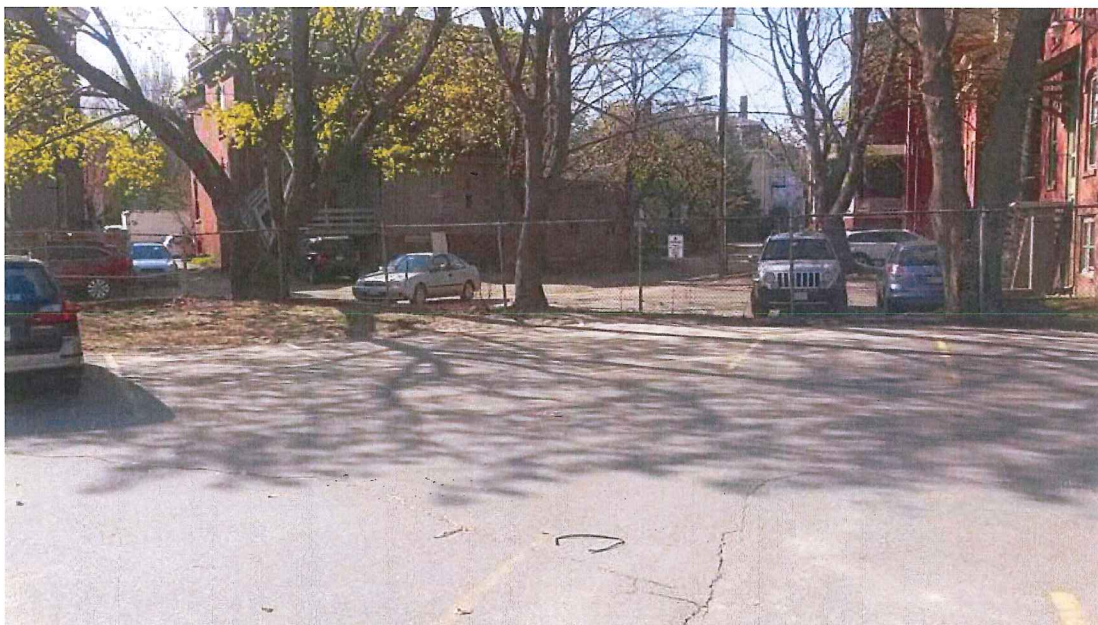


PHOTO 6

17 CARLETON STREET
FILE: 15108



PHOTO 7



PHOTO 8

17 CARLETON STREET
FILE: 15108



PHOTO 9



PHOTO 10

17 CARLETON STREET
FILE: 15108



PHOTO 11

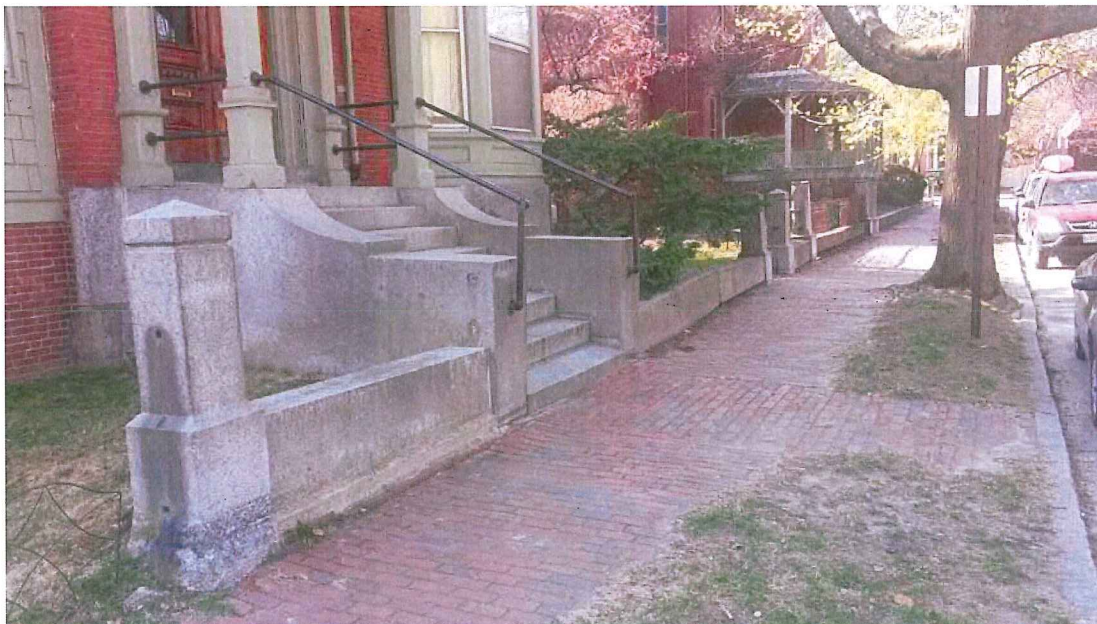


PHOTO 12

SHORT FORM QUITCLAIM DEED WITH COVENANT

KNOW ALL PERSONS BY THESE PRESENTS, THAT AVESTA HOUSING DEVELOPMENT CORPORATION, a Maine nonprofit corporation, doing business in Portland, Maine, FOR CONSIDERATION PAID, grants to AVESTA BUTLER PAYSON LP, a Maine limited partnership whose mailing address is 307 Cumberland Avenue, Portland, ME 04101, WITH QUITCLAIM COVENANT, the land located on West, Pine, Deering and State Streets in the City of Portland, County of Cumberland and State of Maine, more particularly described on Exhibit A attached hereto.

Being the same premises conveyed to Avesta Housing Development Corporation, by deed of Butler/Payson Company Limited Partnership dated October 21, 2011 and recorded in the Cumberland County Registry of Deeds in Book 29079, Page 282.

IN WITNESS WHEREOF, Avesta Housing Development Corporation has caused this instrument to be executed by Eric Boucher, its Chief Financial Officer thereunto duly authorized, this 30th day of March, 2015.

WITNESS:

AVESTA HOUSING DEVELOPMENT
CORPORATION

By: 

Eric Boucher, its Chief Financial
Officer

STATE OF MAINE
COUNTY OF CUMBERLAND, SS.

March 30, 2015

Personally appeared the above-named Eric Boucher, Chief Financial Officer of Avesta Housing Development Corporation, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Avesta Housing Development Corporation.

Before me,


Notary Public/Attorney-at-Law

Print name: Amy N. Devlin

My commission expires: N/A

MAINE REAL ESTATE TAX PAID

EXHIBIT A

Parcel 1 - 77 Pine Street, "School Lot":

A certain lot or parcel of land and the buildings thereon, situated on West and Pine Streets in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at the intersection of the southerly sideline of West Street and the northwesterly sideline of Pine Street;

Thence S 54°49'50" W along said northwesterly sideline of Pine Street 175.00 feet to a railroad spike in a common passageway;

Thence N 35°10'10" W within said common passageway 113.98 feet to a railroad spike;

Thence S 54°49'50" W within said common passageway 16.83 feet to a railroad spike;

Thence N 18°25'00" E within said common passageway 98.91 feet to a railroad spike and said southerly sideline of West Street;

Thence S 71°35'00" E along said southerly sideline of West Street 188.38 feet to an angle point;

Thence S 36°17'00" E along said southerly sideline of West Street 21.10 feet to the point of beginning.

All bearings are magnetic in the year 1976.

Together with the right in common to use common passageways from West Street and from Pine Street as described in a deed to the City of Portland dated August 14, 1878 and recorded in the Cumberland County Registry of Deeds in Book 451, Page 345, including, without limitation, the right to pass and to repass to and from said premises from and to Pine Street and West Street.

Parcel 2 - 218 State Street:

A certain lot or parcel of land and the buildings thereon, situated at Deering and State Streets in the City of Portland, County of Cumberland, and State of Maine, bounded and described as follows:

Beginning at the intersection of the southerly sideline of Deering Street and the westerly sideline of State Street at an iron pipe;

Thence S 01°50'00" W along the westerly sideline of State Street 97.82 feet to an iron pipe and land now or formerly of LF Associates LLC described in a deed recorded in the Cumberland County Registry of Deeds in Book 25869, Page 326;

Thence N 85°47'00" W along said land now or formerly of LF Associates LLC 100.00 feet to a point marking the southwesterly corner of the within described premises and the southeasterly corner of land now or formerly of LCB38, LLC described in a deed recorded in said Registry of Deeds in Book 28686, Page 115;

Thence N 01°50'00" E along land now or formerly of said LCB38, LLC 100.00 feet to said southerly sideline of Deering Street and a drill hole;

Thence S 84°32'00" E along said southerly sideline of Deering Street 100.12 feet to the point of beginning.

All bearings are magnetic in the year 1976.

O:\MAS\99475 Avesta\Butler Payson Apartments\Transfer Docs\Quitclaim Deed.docx

Received
Recorded Register of Deeds
Mar 31, 2015 10:24:12A
Cumberland County
Nancy A. Lane

QUITCLAIM DEED WITH COVENANT

KNOW ALL PEOPLE BY THESE PRESENTS, that Butler/Payson Company Limited Partnership, a Maine limited partnership, having an office c/o Keen Development Corporation, 6 Bennett St, Cambridge, Massachusetts 02138, for consideration paid by Avesta Housing Development Corporation, a Maine non-profit corporation, having an office at 307 Cumberland Avenue, Portland, Maine, the receipt and sufficiency of which is hereby acknowledged, does grant, bargain, sell, convey, set over and transfer unto said Avesta Housing Development Corporation, its successors and assigns forever, three parcels of land and the buildings thereon, situated in the City of Portland, County of Cumberland, State of Maine, bounded and described as follows:

Parcel 1:

A certain lot or parcel of land and the buildings thereon, situated on West and Pine Streets in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at the intersection of the Southerly sideline of West Street and the Northwesterly sideline of Pine Street;

Thence S 54°49'50" W along said Northwesterly sideline of Pine Street 175.00 feet to a railroad spike in a common passageway;

Thence N 35°10'10" W within said common passageway 113.98 feet to a railroad spike;

Thence S 54°49'50" W within said common passageway 16.83 feet to a railroad spike;

Thence N 18°25'00" E within said common passageway 98.91 feet to a railroad spike and said Southerly sideline of West Street;

Thence S 71°35'00" E along said Southerly sideline of West Street 188.38 feet to an angle point;

Thence S 36°17'00" E along said Southerly sideline of West Street 21.10 feet to the point of beginning;

All bearings are magnetic in the year 1976.

The above-described premises are subject to common passageways from West Street and from Pine Street as described in a deed to the City of Portland dated August 14, 1878 and recorded in the Cumberland County Registry of Deeds in Book 451, Page 345.

Together with the right in common to use said common passageways including, without limitation, the right to pass and to repass to and from said premises from and to Pine Street and West Street.

Parcel 2:

A certain lot or parcel of land situated on the Easterly side of Carleton Street in the City of Portland, County of Cumberland, and State of Maine bounded and described as follows:

MAINE REAL ESTATE TAX PAID

Beginning at an iron pipe on the Easterly sideline of said Carleton Street at the Southwesterly corner of land now or formerly of Irving McCalmon, said iron pipe also being 100.00 feet distant as measured along said Easterly sideline of said Carleton Street on a bearing of S 18°38'00" W from the intersection of the Southerly sideline of West Street and said Easterly sideline of Carleton Street;

Thence from said point of beginning S 71°35'00" E along said Irving McCalmon land, land now or formerly of Lund Development Company, and land now or formerly of National Casket Company Incorporated 221.34 feet to a common passageway and an iron pipe;

Thence S 18°25'00" W along said common passageway 12.55 feet to an iron pipe;

Thence S 54°39'40" W along a common passageway 159.70 feet to land now or formerly of Wesley A. Kinney et al and an iron pipe;

Thence N 71°37' 10" W along said Wesley A. Kinney et al land 127.45 feet to said Easterly sideline of Carleton Street and a drill hole;

Thence N 18°38'00" E along said Easterly sideline of Carleton Street 141.43 feet to the point of beginning;

All bearings are magnetic in the year 1976.

Together with the right in common to use the common passageways referred to in Parcel 1 above, including, without limitation, the right to pass and repass to and from said premises from and to Pine Street and West Street.

Parcel 3:

A certain lot or parcel of land and the buildings thereon, situated at Deering and State Streets in the City of Portland, County of Cumberland, and State of Maine, bounded and described as follows:

Beginning at the intersection of the Southerly sideline of Deering Street and the Westerly sideline of State Street at an iron pipe;

Thence S 01°50'00" W along the Westerly sideline of State Street 97.82 feet to an iron pipe and land now or formerly of Masada Trust;

Thence N 85°47'00" W along said land now or formerly of Masada Trust 100.00 feet to land formerly of Eben Steele;

Thence N 01°50'00" E along land now or formerly of Donald F. Files 100.00 feet to said Southerly sideline of Deering Street and a drill hole;

Thence S 84°32'00" E along said Southerly sideline of Deering Street 100.12 feet to the point of beginning;

All bearings are magnetic in the year 1976.

The above premises being the premises conveyed to Butler/Payson Company Limited Partnership by deeds recorded in Cumberland County Registry of Deeds at Book 3979, Page 343 and Book 4034, Page 137. See also confirmatory deed recorded in Cumberland County Registry of Deeds at Book 4005, Page 279.

To have and to hold the same together with all the privileges and appurtenances thereunto belonging to the said Butler/Payson Company Limited Partnership, its successors and assigns forever.

And said Butler/Payson Company Limited Partnership does covenant with the said grantee, its successors and assigns, that it will warrant and forever defend the premises to the said grantee, its successors and assigns forever, against the lawful claims and demands of all persons claiming by, through or under it.

[signature page follows]

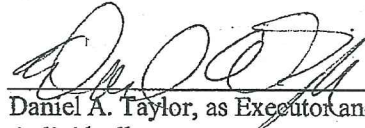
IN WITNESS WHEREOF, this Deed has been duly signed and sealed by the Butler/Payson Company Limited Partnership as of this 31st day of October, 2011.

Butler Payson Company Limited Partnership

By: KAM LLC, its General Partner

By: the Estate of Robert H. Kuehn, Jr., its Manager

By:



Daniel A. Taylor, as Executor and not individually

COMMONWEALTH OF MASSACHUSETTS

Suffolk, SS.

October 21, 2011

Personally appeared the above-named Daniel A. Taylor, Executor of the Estate of Robert H. Kuehn, Jr., Manager of KAM LLC, General Partner of Butler/Payson Company Limited Partnership as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said limited liability company and limited partnership.

Before me,


Notary Public/Attorney-at-Law



LINDA A. MESSICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires
February 20, 2015

SEAL

Received
Recorded Register of Deeds
Oct 31, 2011 01:21:11P
Cumberland County
Pamela E. Lovley

AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2015 by and between AVESTA BUTLER PAYSON LP, a Maine limited partnership with a place of business and mailing address of 307 Cumberland Avenue, Portland, Maine 04101 ("BP") and AVESTA HOUSING DEVELOPMENT CORPORATION, a Maine nonprofit corporation with a place of business and mailing address of 307 Cumberland Avenue, Portland, Maine 04101 ("Avesta")

W I T N E S S E T H:

WHEREAS, BP owns a certain lot or parcel of land at 77 Pine Street in Portland, Cumberland County, Maine, more particularly described in a deed to BP (the "BP Deed") recorded in the Cumberland County Registry of Deeds in Book 32169, Page 143 (the "BP Land"); and

WHEREAS, Avesta holds title to adjoining land located on Carleton Street in said Portland, described as Parcel 2 in a deed recorded in the Cumberland County Registry of Deeds in Book 29079, Page 279 (the "Avesta Land"); and

WHEREAS, the BP Land is benefited by appurtenant easements for vehicular and pedestrian access over certain "common passageways" as described in the BP Deed (the "Common Passageways"); and

WHEREAS, Avesta plans to develop the Avesta Land as affordable rental housing and has requested that BP enter into this Agreement to provide assurances that the Common Passageways will not be obstructed;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. Non-Obstruction of Common Passageways. BP shall take reasonable commercial measures to keep the Common Passageways free of obstruction at all times, and to that end, in the event there occurs any such obstruction, BP shall take reasonable commercial enforcement measures to enforce its rights as an easement holder with respect to the Common Passageways and to cause any such obstruction to be removed.

2. No Objection to Use. BP agrees it shall not object to the use of, or attempt to prevent the use of, the Common Passageways by City of Portland Public safety vehicles accessing the Avesta Land for any legitimate public purpose.

3. General. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement may not be modified except in a written instrument executed by both parties and recorded in the Cumberland County Registry of Deeds. If any provision of this Cross Agreement is determined to be invalid or

unenforceable under any law or regulation, the validity or enforceability of any other provision of this Cross Agreement shall not be affected, and in lieu of such invalid or unenforceable provision there shall be added automatically, as part of this Cross Agreement, a provision as similar in terms as may be valid and enforceable, if possible.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed and sealed as of the day and year first written above.

WITNESS:

AVESTA HOUSING DEVELOPMENT
CORPORATION

By: _____
Dana Totman, President

AVESTA BUTLER PAYSON LP

BY: Pinecone Housing Corporation, its
General Partner

By: _____
Dana Totman, President

STATE OF MAINE
County of Cumberland, ss.

_____, 2015

Then personally appeared the above-named Dana Totman, President of Avesta Housing Development Corporation, as aforesaid, and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

Notary Public/Attorney-at-Law
Print Name: _____
My Commission Expires: _____

STATE OF MAINE
County of Cumberland, ss.

_____, 2015

Then personally appeared the above-named Dana Totman, President of Pinecone Housing Corporation, General Partner of Avesta Butler Payson LP, and acknowledged the foregoing to be his free act and deed in his said capacity and the free act and deed of said limited partnership and corporation.

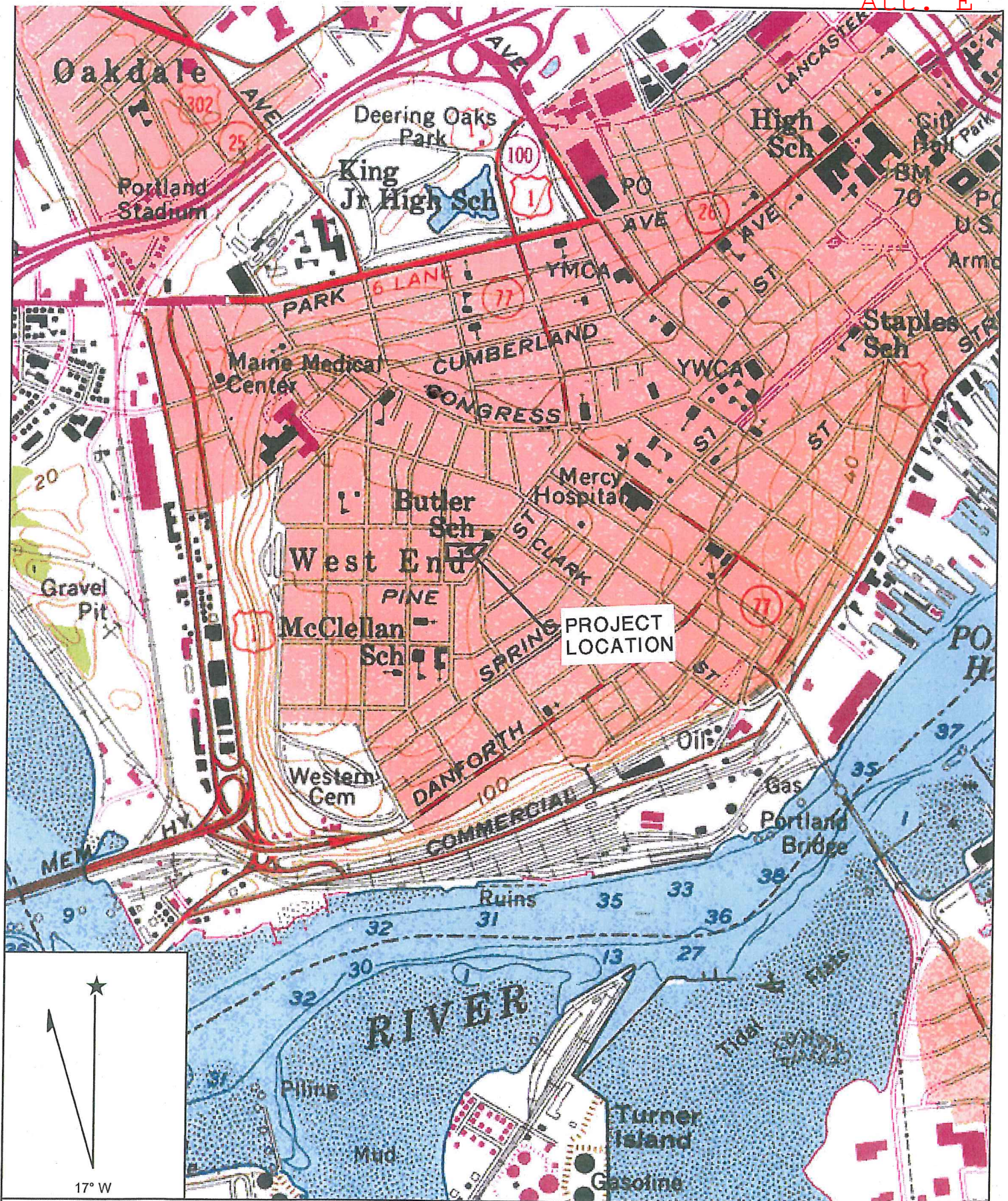
Before me,

Notary Public/Attorney-at-Law

Print Name: _____

My Commission Expires: _____

O:\MAS\99475 Avesta\Carleton Street\Title\Agreement re passageways.docx



Name: PORTLAND WEST
 Date: 4/14/2015
 Scale: 1 inch equals 1000 feet

Location: 043° 38' 56.86" N 070° 16' 10.32" W
 Caption: 15108-CARLETON STREET



Avesta Housing
307 Cumberland Avenue
Portland, ME 04101

City of Portland
389 Congress Street
Portland, ME 04101

April 28, 2015

RE: City of Portland – 17 Carleton Street

Gentlemen:

On behalf of Gorham Savings Bank, I am pleased to provide this letter in support of Avesta Housing for the above referenced project. Based on our experience with Avesta Housing for similar affordable housing development projects and a review of the financial elements of the proposed for the 17 Carleton Street low income housing project, we believe that the applicant has the ability to finance projected costs and develop a project of similar type and scale from a fiscal perspective.

Gorham Savings Bank has helped Avesta Housing complete successful affordable housing projects including Avesta Munjoy Commons in Portland, Avesta Cousens in Kennebunk, Avesta Cascade Brook in Saco, and Avesta Stonecrest in Standish. The Bank has successfully sponsored Maine Housing and Federal Home Loan Bank application for equity grants for Avesta Housing and the Bank has the capability to provide construction and tax increment credit financing. Avesta Housing has demonstrated the ability to secure development capital through low income housing tax credit program and other public and private sector sources and could, we believe, secure approximately \$6.5 million needed to complete this project.

While this letter of support is not a commitment to lend, Gorham Savings Bank would welcome the opportunity to be a resource to Avesta Housing for financing and sponsoring any equity awards necessary in connection with this project. Our experience is that Avesta Housing is, in many ways, the premier affordable housing development organization in Maine with a solid record of supporting healthy and inclusive neighborhoods and helping to build strong and sustainable communities.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew W. Early", is written over a horizontal line.

Matthew W. Early
Senior Vice President

PINKHAM & GREER
CIVIL ENGINEERS

FIRM

Pinkham & Greer Civil Engineers provides civil engineering services to private and public sector clients. The principals in the firm, Thomas S. Greer PE and Stephen E. Stearns PE have experience with a wide variety of projects. We provided direct attention to each project and client.

Our experience includes projects for school districts, architects, private developers, commercial, and industrial clients. We work as part of a multi disciplinary team at the direction of our client.

Most projects involve some type of permitting. We are very experienced in packaging applications for Towns, the Department of Environmental Protection, and the Army Corp of Engineers. We utilize our network of consultants to meet all the technical requirements of the standards. This includes surveyors, wetland scientists, architects, and Geophysical consultants.

We work to make our clients successful and thereby making our firms successful. Our repeat client list is testimony to our efforts.

THOMAS S. GREER, P.E.
Principal

Mr. Greer has over 38 years of experience in consulting engineering. This includes construction inspection, civil engineering design, and project management, as well as company management as a Principal of Pinkham & Greer; each experience building on the previous to form a well-rounded background in civil engineering and business management.

Mr. Greer's principal responsibilities within the company include management of civil engineering projects such as site designs and permit applications, and the financial management of the firm. Civil engineering projects include subdivision and land planning, stormwater management plans, site designs for commercial and institutional clients, and utility design for sewer and water projects.

The responsibility of corporate management adds to Mr. Greer's direct, hands-on experience when addressing each client's individual business concerns; developing solutions sensitive to the issues important to the client, such as financing, in addition to the technical engineering issues.

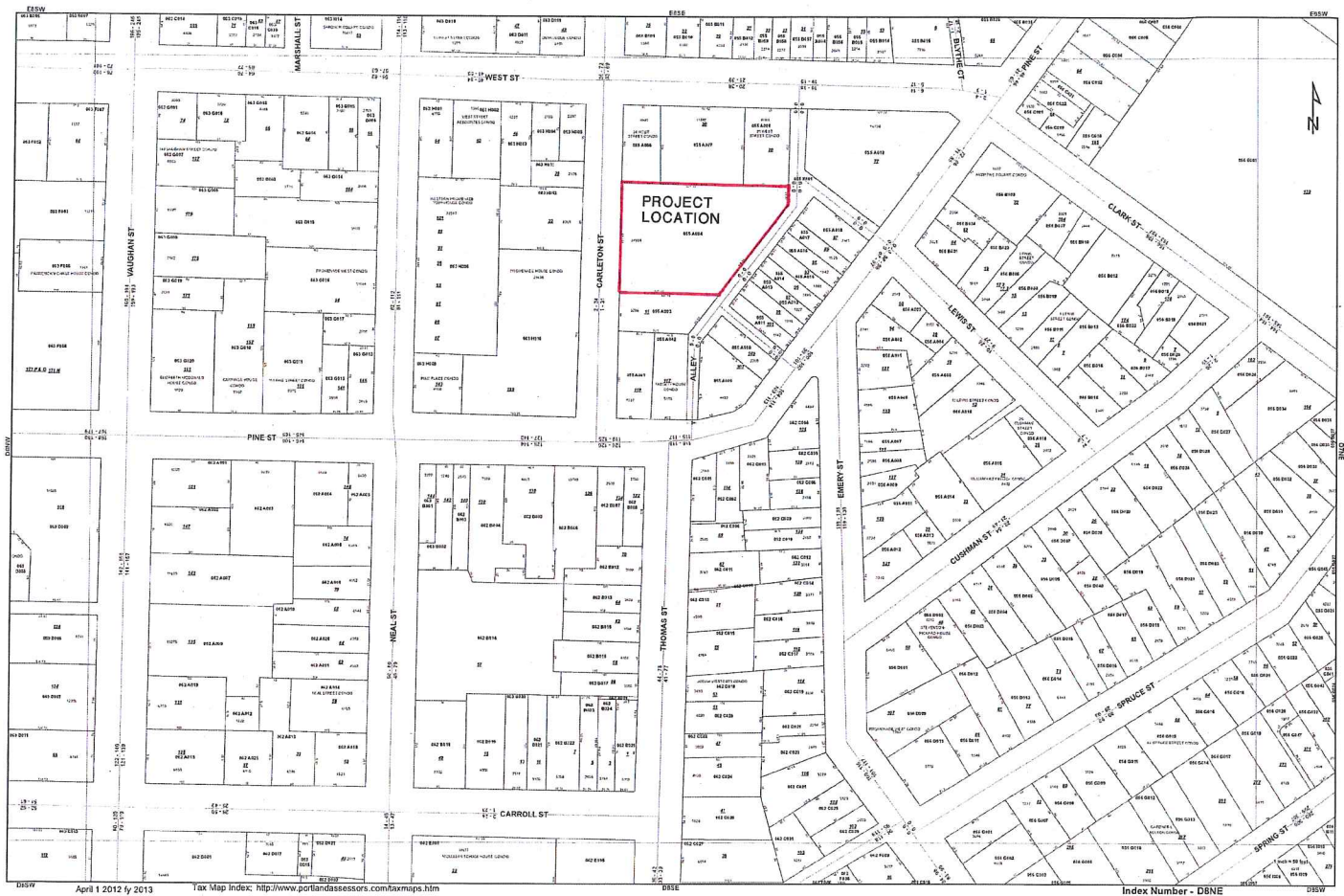
Mr. Greer has chaired the American Society of Civil Engineering subcommittee reviewing the stormwater management manual prepared by the Maine Department of Environmental Protection and was a member of the Technical Advisory Committee in developing the DEP Stormwater Management Program. He has also assisted the DEP with training programs for Non Point Source Stormwater through the Non Point Source Technical Advisory Committee.

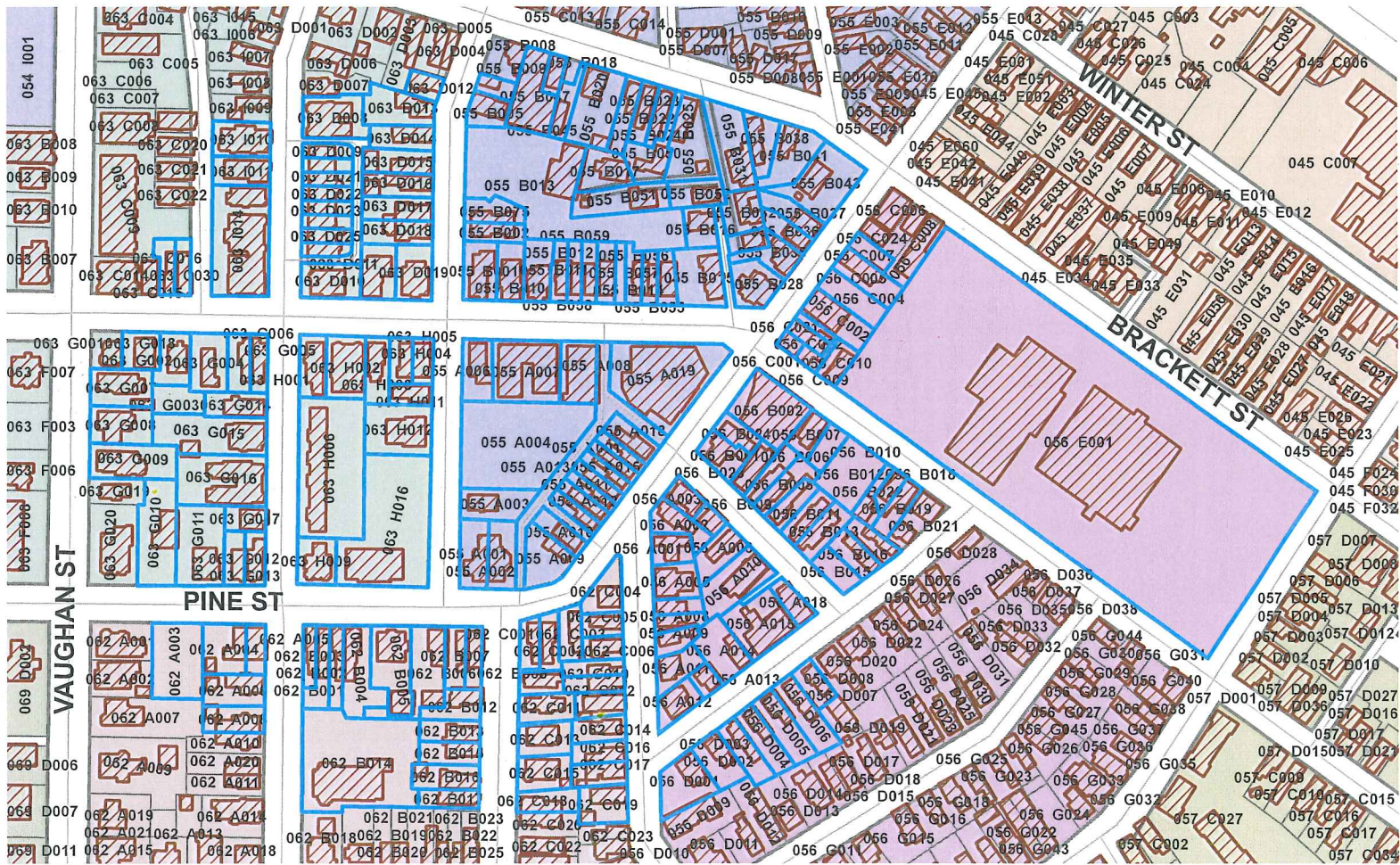
EDUCATION

University of Maine, Orono, Maine
Bachelor of Science, Civil Engineering, 1976

REGISTRATION AND LICENSES

Professional Engineer licensed in Maine, Massachusetts, Connecticut, and New Hampshire





PINKHAM & GREER
CIVIL ENGINEERS

28 VANNAH AVE. PORTLAND, ME. 04103
Tel: 207.781.5242 Fax: 207.781.4245

File: 15108

April 14, 2015

Ms. Glissen Havu
Portland Water District
PO Box 3553
Portland, ME 04104-3553

RE: 17 CARLETON STREET, PORTLAND

Dear Glissen,

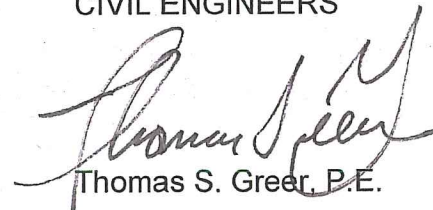
We are in the process of designing a 33-37 unit building at 17 Carleton Street. Attached is a sketch plan showing one possible design. May we get copies of anything you may have about existing service in Carleton Street?

We are requesting an Ability to Serve letter to comply with the City's Planning requirements. We expect flows to be in the 3,000 gallons per day range. The building will also have a full sprinkler system for fire protection.

If you could provide a letter, we would be appreciative.

Sincerely,

PINKHAM & GREER,
CIVIL ENGINEERS

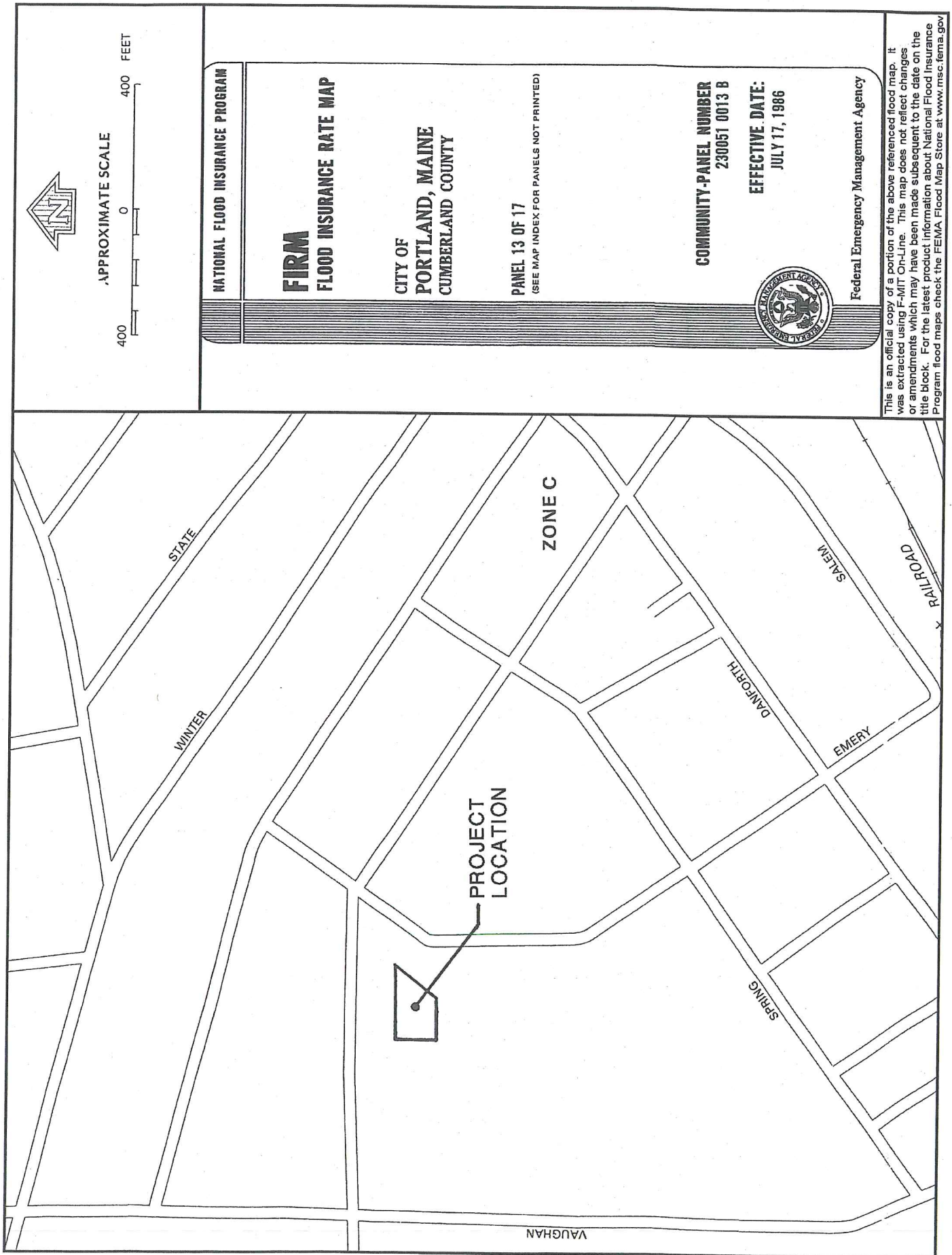


Thomas S. Greer, P.E.

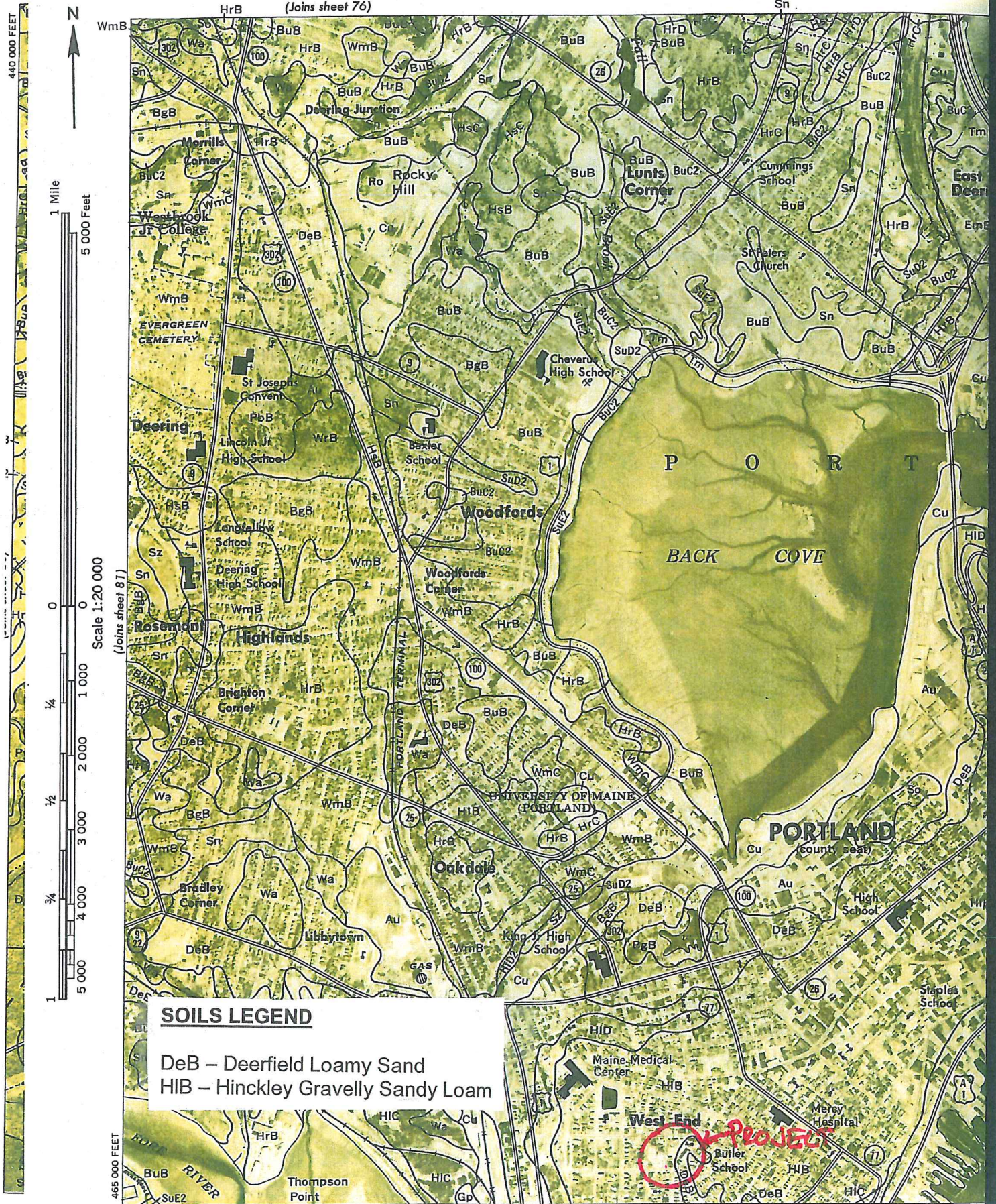
cc: (1) File

enclosures

TSG/rjs



82



CITY OF PORTLAND WASTEWATER CAPACITY APPLICATION

Department of Public Services,
55 Portland Street,
Portland, Maine 04101-2991



Date: Airil 14, 2015

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: 17 Carleton Street

Chart Block Lot Number: 55 / A / 4

Proposed Use: Apartment Building & Parking Lot

Previous Use: Parking Lot

Existing Sanitary Flows: 0 GPD

Existing Process Flows: 0 GPD

Description and location of City sewer that is to receive the proposed building sewer lateral.

Site Category

Commercial (see part 4 below)	☐
Industrial (complete part 5 below)	☐
Governmental	☐
Residential	☒
Other (specify)	☐

(Clearly, indicate the proposed connections, on the submitted plans)

2. Please, Submit Contact Information.

City Planner's Name: Helen Donaldson Phone: 207.874.8723

Owner/Developer Name: Avesta Butler Payson PI (Drew Wing)

Owner/Developer Address: 307 Cumberland Avenue, Portland, ME 04101

Phone: 207.245.3340

Fax: _____ E-mail: dwing@avestahousing.org

Engineering Consultant Name: _____

Pinkham & Greer Civil Engineers (Thomas S. Greer, P.E.)

Engineering Consultant Address: _____

28 Vannah Avenue, Portland, ME 04103

Phone: 207.781.5242

Fax: 207.781.4245

E-mail: tgreer@pinkhamandgreer.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: 3,000 GPD

Peaking Factor/ Peak Times: Typical Residential am & pm peaks

Specify the source of design guidelines: (i.e. "Handbook of Subsurface Wastewater Disposal in Maine,"
"Plumbers and Pipe Fitters Calculation Manual," Portland Water District Records, Other (specify)

Based on EPA Standards water use per person 60 gpd / criteria.

(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:

Not Required

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:

0 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

This is a standard residential building with a mix of 1 and 2 bedroom apartments. The total number of units will be between 33 and 37.



April 16, 2015

Thomas Greer
Pinkham & Greer Civil Engineers
28 Vannah Avenue
Portland, ME 04103

Re: 17 Carleton Street, Portland, ME

Dear Mr. Greer:

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 additional gas service. The evaluation to complete the design, costs and determining what the customer contribution may be, if any, 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) 541-2536 or at Harmon@unitil.com.

Sincerely,

Bridget L. Harmon
Business Development Representative
Unitil Corporation
(o) 207-541-2536 (f) 207-541-2586

ME GAS CUSTOMER ENERGY SOLUTIONS

1075 Forest Avenue
Portland, ME 04103-3586

T 207-541-2508 www.unitil.com

17 Carleton Street

File: 15108

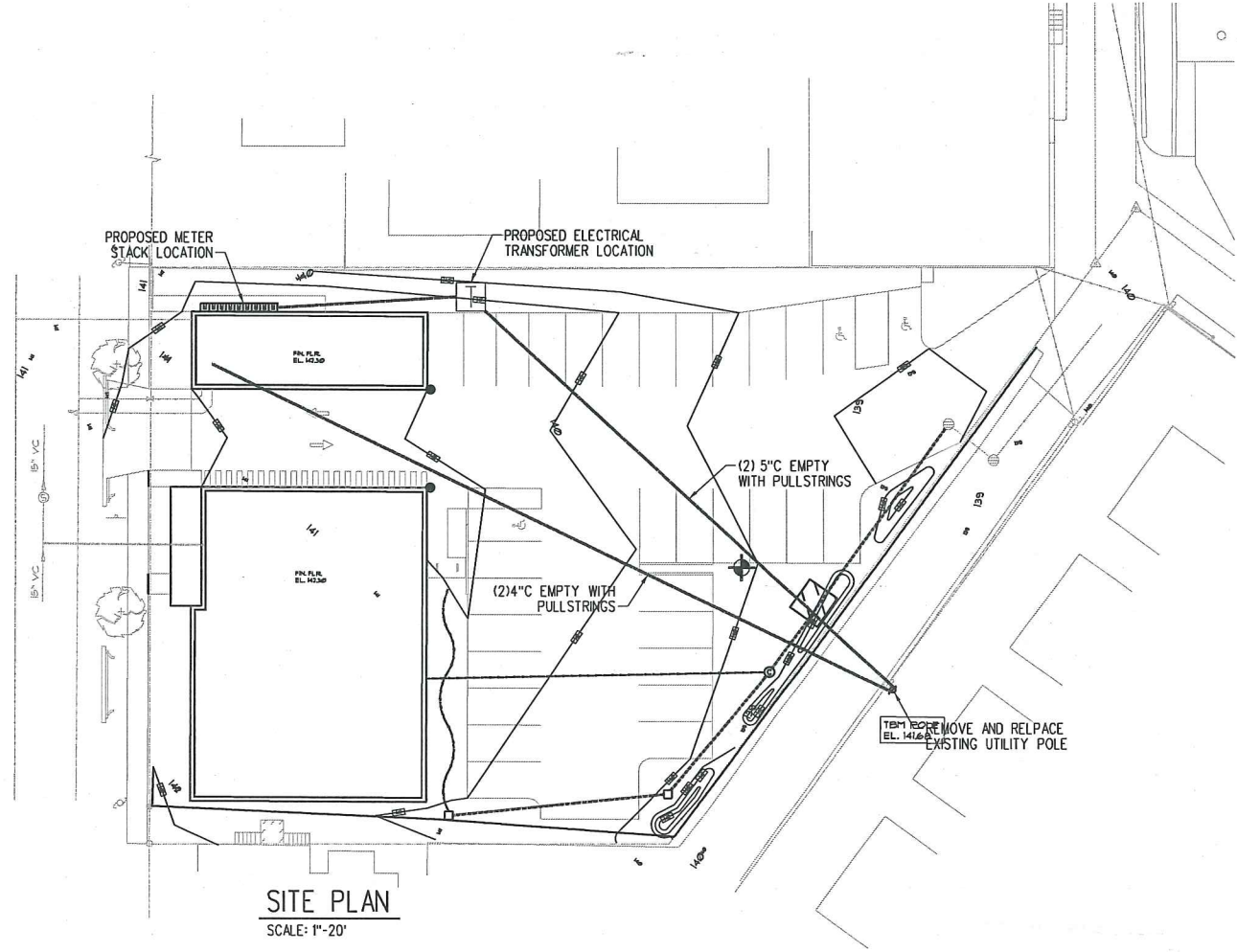
Construction Management Plan

This site is unique in that it has a significant area behind the building to stage the construction. We expect the contractor trailers, dumpsters, and construction parking to utilize this space. Some temporary short term parking will occur on Carleton Street. The current residents using the site will have to find parking elsewhere. Once constructed some of the new spaces may become available for lease.

The one way traffic on Carleton Street should be available throughout the project. Signs at each end of the street will be placed noting the sidewalk will be out of service while it is being reconstructed.

Most construction material deliveries will be made from Carleton Street. The use of the common passage way will be used as the need arises.

The existing chainlink fence around the site will be used to control access to the site. Additional temporary fencing will be used along Carleton Street. Limited access to the construction will be enforced.



Date:	Scale:	As Noted	Revisions:	Project:	CARLETON STREET SENIOR HOUSING		17 CARLETON ST. PORTLAND, MAINE
				Architect:	ARCHETYPE architects 48 Union Wharf Portland, Maine 04101 (207) 772-6022 Fax (207) 772-4056		
				Consulting Engineer:	BENNETT ENGINEERING MECHANICAL ELECTRICAL 00750476		
				Prepared For:	AVESTA BUTLER PAYSON PL. 307 CUMBERLAND AVE PORTLAND, ME. 04101		
PROGRESS PRINT NOT FOR CONSTRUCTION							



Carleton St Senior Housing
17 Carleton St.
Portland, ME

Designer

SAJ

Date

5/5/2015

Scale

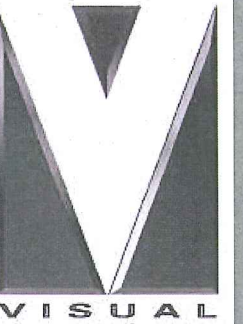
Not to Scale

Drawing No.

E0

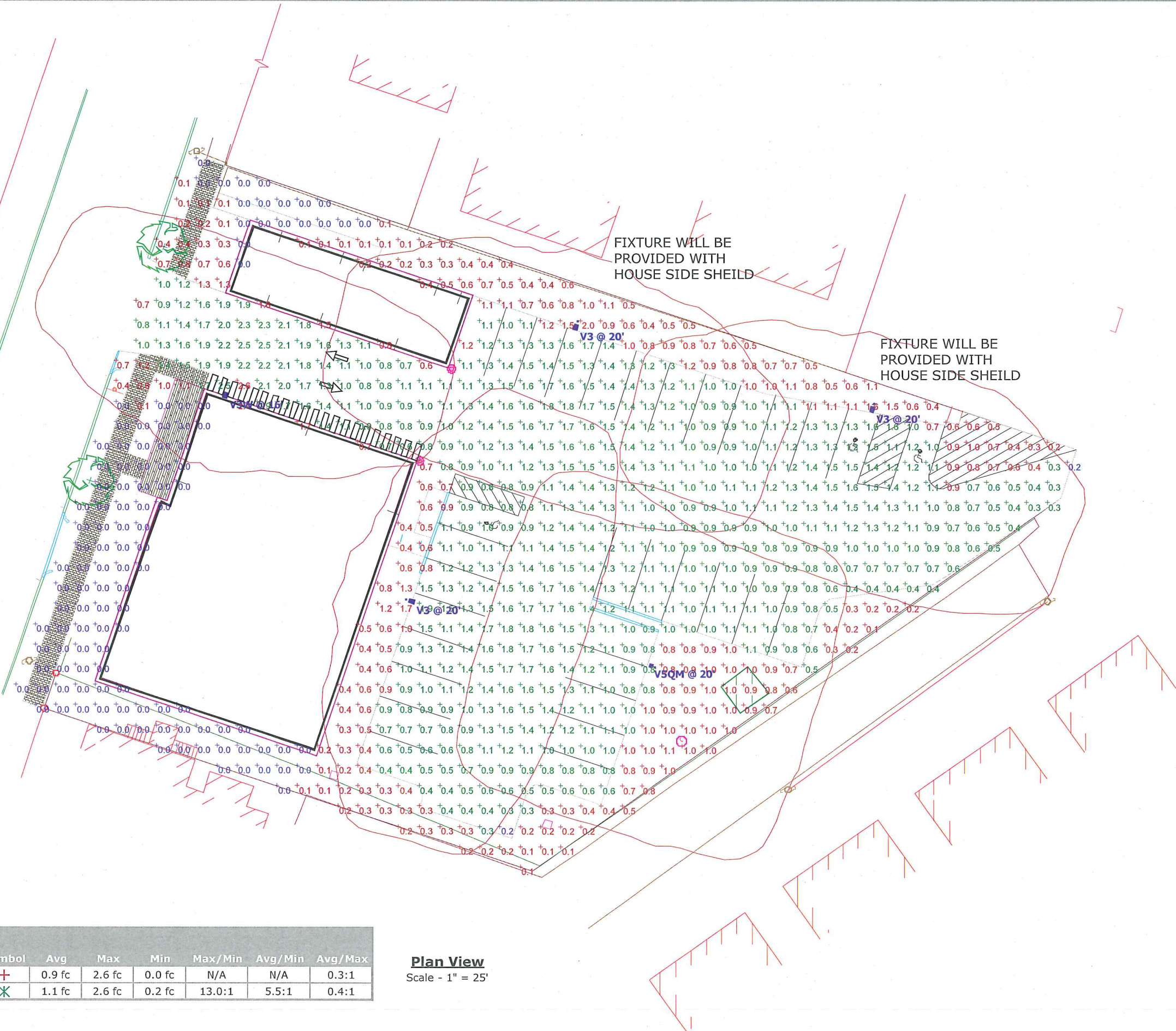
Summary

Luminaire Schedule											
Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens Per Lamp	Light Loss Factor	Wattage
	V3	3	BEACON PRODUCTS	22NB-50-T3-5K		22 NICHIA LEDS	1	VP-S-22NB-50-T3.ies	4710	1	50
	V5QM	1	BEACON PRODUCTS	22NB-500-T5SM		22 NICHIA LEDS	1	VP-S-22NB-50-T5QM.ies	4923	1	50
	V3W	1	BEACON PRODUCTS	22NB-50-T3-5K		22 NICHIA LEDS	1	VP-S-22NB-50-T3.ies	4710	1	50



Carleton St Senior Housing
17 Carleton St.
Portland, ME

Designer
SAJ
Date
5/5/2015
Scale
Not to Scale
Drawing No.
E0
Summary



Statistics							
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min	Avg/Max
Overall Site	+	0.9 fc	2.6 fc	0.0 fc	N/A	N/A	0.3:1
Parking/Driveway	X	1.1 fc	2.6 fc	0.2 fc	13.0:1	5.5:1	0.4:1

Plan View
Scale - 1" = 25'

Relationships.
Responsiveness.
Results.



**Traffic Impact and
Parking Study
Carleton Street
Housing Project
Portland, Maine**

PREPARED FOR:
Avesta Housing

June 2015

SUBMITTED BY:
Gorrill Palmer
P.O. Box 1237
15 Shaker Road
Gray, ME 04039
207.657.6910

Traffic Impact and Parking Study Carleton Street Housing Project Portland, Maine

I. Introduction

The purpose of this Study is to assess the traffic impact of the proposed senior housing development on the one-way Carleton Street in Portland, Maine and to estimate the parking demand forecast to be required for the project. This project will consist of 37 affordable housing units. The site is currently accessed by two driveways on the one-way Carleton Street. When it is completed it will be accessed by one driveway on Carleton Street.

The attached Figure 1 shows the approximate location of the site.

II. Existing Traffic Volumes

Gorrill Palmer (GP) completed morning and afternoon turning movement counts at the intersections of West Street with Carleton Street and Pine Street with Carleton Street. The turning movement counts were collected on Monday April 27, 2015 from 3:30-6:00 PM and Tuesday April 28, 2015 from 7:00-9:00 AM. The results of the counts are shown on the attached Figure 2.

III. Proposed uses in the Vicinity of the Proposed Development

Approved projects that are not yet opened as well as projects for which applications have been filed are required to be included in the predevelopment volumes. Based on conversations with Mr. Tom Errico, City of Portland Traffic Peer Reviewer, there are no significant projects in the immediate area that need to be included in the background traffic.

IV. Pre-Development Traffic Volumes

The traffic volumes shown in Figure 2 were counted in April 2015, and have been seasonally adjusted to approximate the 30th highest hour of the year using the weekly group mean factors published by the MaineDOT. This seasonal adjustment increases the volumes to those that may be experienced during the peak summer months. The seasonal adjustment resulted in an increase of eight percent for the morning and twelve percent for the afternoon.

In addition to seasonally adjusting the traffic volumes, they are also increased by a yearly growth to approximate the build out year of the project. The proposed project is anticipated to be occupied in 2016. MaineDOT traffic counts in the area show an average growth rate of approximately 2.3%.

Traffic volumes shown in Figure 3 reflect both the seasonal and annual adjustments to yield the 2016 Predevelopment Design Hour Volumes (DHV).

V. Trip Generation

A total of 37 affordable housing units are proposed.

The Institute of Transportation Engineers' publication *Trip Generation Manual*, 9th Edition, Land Use Code (LUC) 252 – Adult Senior Housing-Attached was utilized to forecast trip generation. The following summarizes the forecast trip generation for the proposed development:

- AM Peak Hour of Adjacent Street Traffic = 8 Trip Ends (3 In / 5 Out)
- PM Peak Hour of Adjacent Street Traffic = 10 Trip Ends (5 In / 5 Out)

A trip end is defined as a trip into or out of the site; thus a round trip is equal to two trip ends. The detailed trip generation calculations are attached.

This level of trip generation does not meet the threshold for filing a Traffic Movement Permit with the MaineDOT since it will generate less than 99 trip ends during the peak hours.

VI. Trip Composition and Assignment

We have assumed that all the trips to and from the site are primary trips made for the sole purpose of going to and from the site. The trip assignment has been based on the traffic counts completed at the study area intersections. The trip assignment is shown on the attached Figure 4.

VII. Post-Development Traffic Volumes

The pre-development traffic volumes shown in Figure 3 have been combined with the traffic forecast for the expansion shown on Figure 4 to yield the Post-development DHV shown on the attached Figure 5.

VIII. Capacity Analysis

GP completed capacity analyses for both the Carleton Street / West Street and the Carleton Street / Pine Street unsignalized intersections. The analysis was completed with Synchro/SimTraffic analysis software. Levels of service rankings are similar to the academic ranking system where an 'A' is very good with little control delay and an 'F' represents very poor conditions. At an unsignalized intersection, if the level of service falls below a 'D', an evaluation should be made to determine if mitigation is warranted.

The following table summarized the relationship between control delay and level of service:

Level of Service Criteria for Unsignalized Intersections

Level of Service	Control Delay per Vehicle (sec)
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 capacity analysis are summarized as follows. The detailed analysis is attached.

Level of Service Summary

Approach	Level of Service			
	AM Pre	AM Post	PM Pre	PM Post
Carleton / West				
West - WB	A	A	A	A
West - EB	A	A	A	A
Carleton - NB	A	A	A	A
Carleton / Pine				
Pine - WB	A	A	A	A
Pine - EB	A	A	A	A

IX. Sight Line Evaluation

Both the City and Maine Department of Transportation have guidelines for sight distances. The City's sight distance criteria is the same as the MaineDOT. The basic sight line standards are as follows:

Standards for Sight Distance

Posted Speed (mph)	MaineDOT Sight Distance	City of Portland Sight Distance
25	200	200
30	250	250
35	305	305
40	360	360
45	425	425

The MaineDOT and the City measure sight distance using the same methodology. GP has evaluated the available sight lines at the intersection in accordance with MaineDOT / City standards.

The evaluation method is as follows:

Driveway observation point:	10 feet off edge of shoulder
Height of eye at driveway:	3 ½ feet above ground
Height of approaching vehicle:	4 ¼ feet above ground

All speed limits in the immediate area are posted 25 mph or not posted and assumed to be 25 mph. The following table summarizes the measured sight distances.

Sight Distance Summary

Approach	Sight Distance			
	Looking Left (ft)	Looking Right (ft)	MaineDOT Required (ft)	Portland Required (ft)
Exiting driveway onto Carleton*	75	N/A	200	200
Exiting driveway onto West	100	250	200	200
Exiting driveway onto Pine	250	+250	200	200

*Carleton Street is one-way

As summarized in the table, most of the sight distances meet or exceed the requirements. The sight distances exiting the site onto Carleton Street looking left and exiting onto West Street looking left are less than the required due to on-street parked cars. This is common on a downtown street. It is our opinion, that the required sight distance could be achieved by restricting parked vehicles adjacent to the driveways as a driver looks left exiting both Carleton Street and onto West Street. We understand that parking is a sensitive issue and the decision to restrict on-street parking to obtain the required sight distance is the jurisdiction of the City. GP also recommends that all plantings that have the potential to block sight distances not exceed 2 feet in height and be maintained at or below that height. In addition, signage

should be located such that it does not interfere with sight lines. We also recommend that during construction, if heavy equipment is entering and exiting into the site, that appropriate measures, such as signage and flag persons, be utilized in accordance with the Manual on Uniform Traffic Control Devices.

X. Crash Summary Data

GP obtained the crash data from MaineDOT for the period of 2012-2014, the most recent period available at the time this study was prepared (attached).

In order to evaluate whether a location has a crash problem, MaineDOT uses two criteria to define a High Crash Location (HCL). Both criteria must be met in order to be classified as an HCL.

1. A critical rate factor of 1.00 or more for a three-year period. (A Critical Rate Factor {CRF} compares the actual crash rate to the rate for similar intersections in the state. A CRF of less than 1.00 indicates a rate of less than average) **and:**
2. A minimum of eight crashes over the same three-year period.

Based on the crash data provided by MaineDOT, there are no high crash locations within the immediate vicinity.

XI. Parking Demand

Our office reviewed parking data from other projects we have on file in our office in estimating an appropriate parking ratio for this project. That data is summarized as follows:

- As part of studies for similar projects in the past, our office examined the parking occupancy of apartment buildings in downtown Portland with dedicated parking lots, either behind or within the building as part of another application. Our office completed parking occupancy counts from 10-11 PM (within the peak period, based on ITE and ULI data) at 53 Danforth Street, 645 Congress Street, and Walker Terrace (at the corner of Congress and Walker Street) on Tuesday, October 26, 2010.

In addition, we referenced the parking supply for Franklin Towers and Oak Street Lofts. Franklin Towers has 200 units, and based upon aerial data, a parking supply of 58 spaces. Oak Street Lofts has 37 units, and 16 parking spaces, although it should be noted that half of these spaces (eight) are for motorcycles. For the purposes of this letter, it is assumed that peak demand at both of these facilities are at 100 percent occupancy.

Based on the occupancy counts, the following parking demand was determined:

53 Danforth:	43 units, 29 spaces occupied	=	0.67 spaces/unit
645 Congress:	56 units, 28 spaces occupied	=	0.50 spaces/unit
Walker Terrace:	40 units, 20 spaces occupied	=	0.50 spaces/unit
Oak Street Lofts:	37 units, 16 spaces occupied *	=	0.43 spaces/unit
Franklin Towers:	200 units, 58 spaces occupied **	=	0.29 spaces/unit
AVERAGE:			0.48 spaces/unit

***Assumes 100% occupancy at Oak Street.**

**** Assumes 58 spaces based upon aerial imagery, and 100% occupancy at Franklin Towers.**

This information indicates that within the Portland Peninsula, parking demand at similar facilities is an average of 0.48 spaces per apartment with a high of 0.67. Applying these rates to the proposed 37 units, yields an average forecast parking demand of 18 parking spaces and a high of 25 spaces, both of which are well below the proposed 31 spaces (includes 7 handicap spaces). In addition, the facility is planning to be set up with ride share, which will further reduce parking demand by approximately 7 parking spaces, lowering the demand to 11 to 18 parking spaces.

XII. Conclusions / Recommendations

The following is a summary of the Conclusions / Recommendations:

1. The proposed expansion project is forecast to generate 8 trip ends and 10 trip ends during the AM and PM peak hours respectively. This level of trip generation does not require a MaineDOT traffic movement permit.
2. The capacity analysis shows the existing unsignalized intersections are forecast to operate at acceptable levels of service with the proposed project having minimal negative impact.
3. Most sight distances at the immediate access to the site meet or exceed the sight distance requirements. However; two of the sight distances are less than required due to on-street parking.
4. The MaineDOT crash data indicates there are no high crash locations in the immediate area.
5. Parking demand for the site is forecast at approximately 11 to 18 parking spaces, well below the proposed 31 parking spaces.

6. In our opinion, the proposed project will have minimal negative impact on the surrounding roadway network and the surrounding roadway network has the capacity to accommodate the proposed project.

Attachments

Site Location Map

Turning Movement Diagram

Trip Generation Calculation

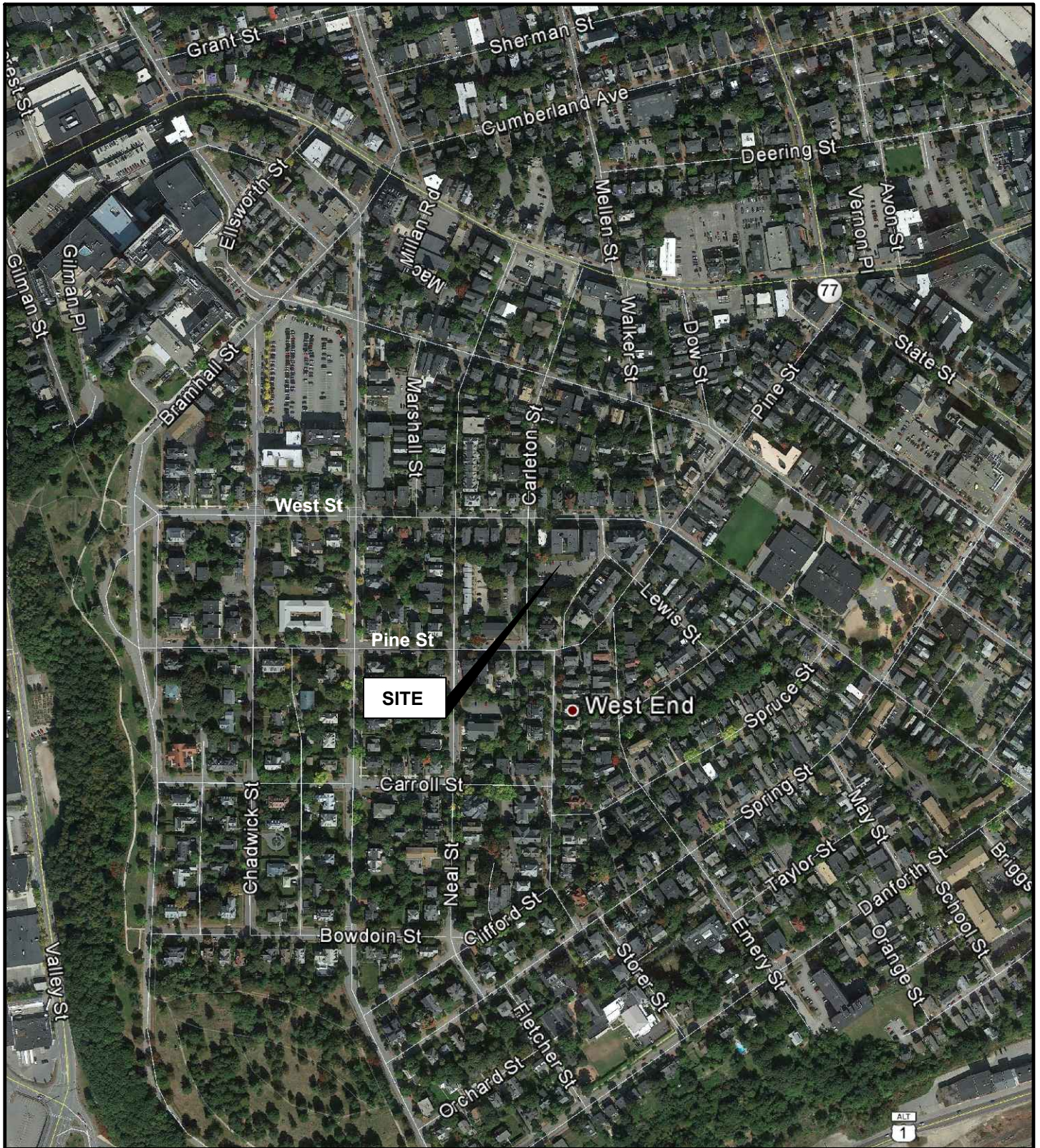
Capacity Analysis

Crash History

Location Map

Figure No.

1



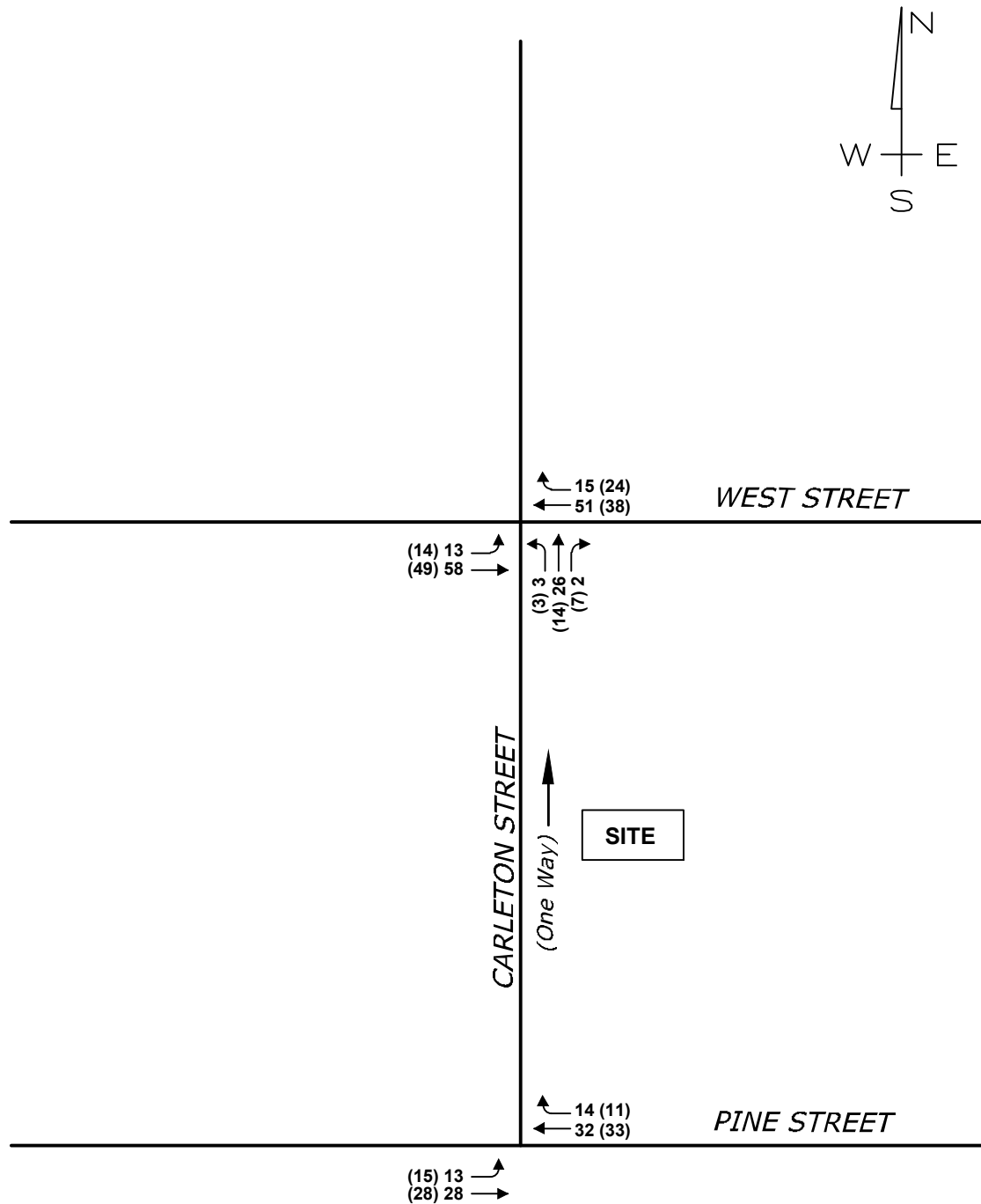
CARLETON STREET HOUSING PROJECT PORTLAND, MAINE

Design: ET Scale: NONE
Draft: LAN Date: MAY 2015
Checked: RED File Name: 3008-TRAFF.dwg



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207.657.6910

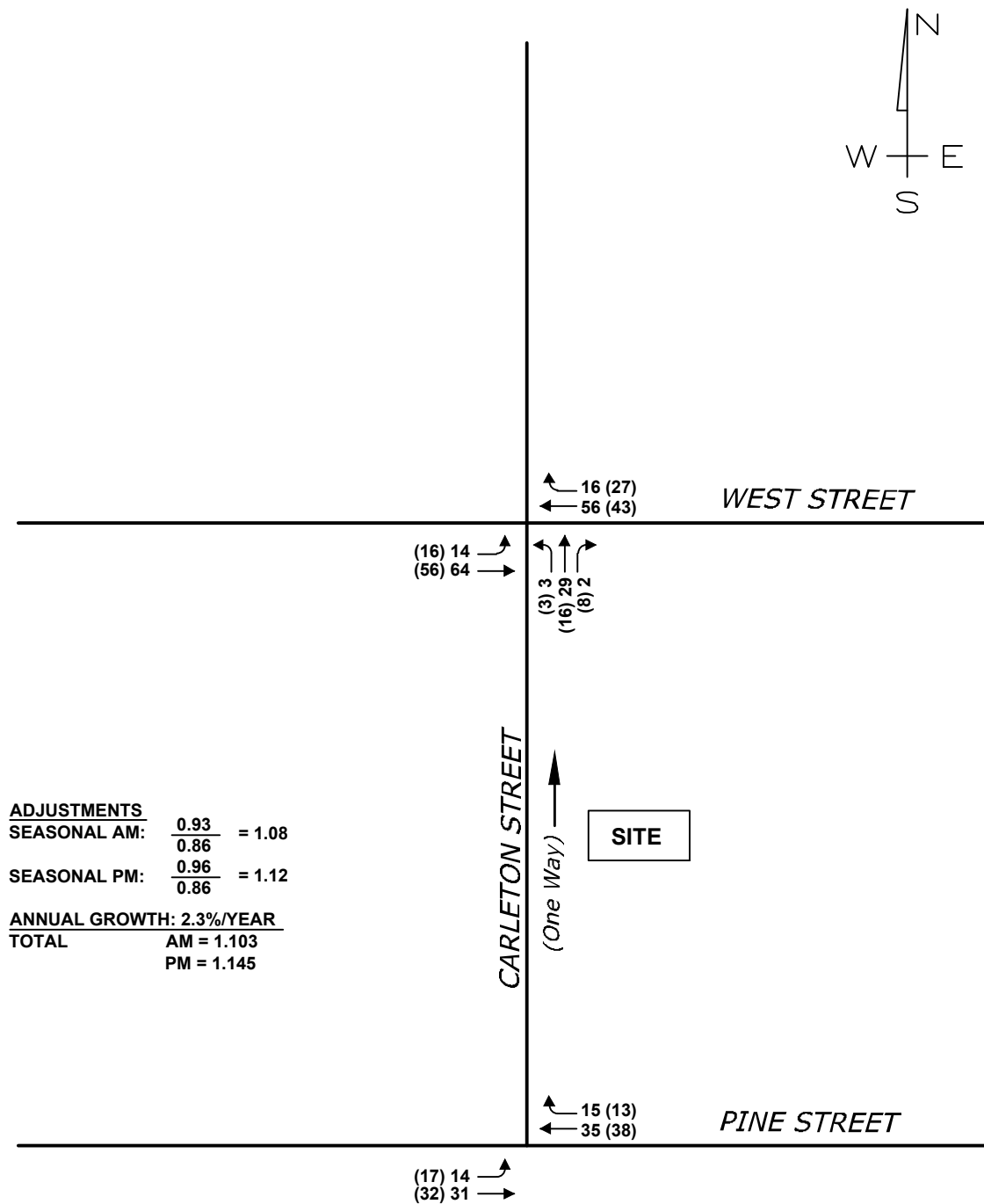


XX = AM PEAK HOUR
(XX) = PM PEAK HOUR

NOTE: AM COUNTS COLLECTED 4/28/2015
AND PM COUNTS COLLECTED 4/27/2015

PEAK HOUR
7:15-8:15 AM
4:30-5:30 PM

CARLETON STREET HOUSING PROJECT PORTLAND, MAINE

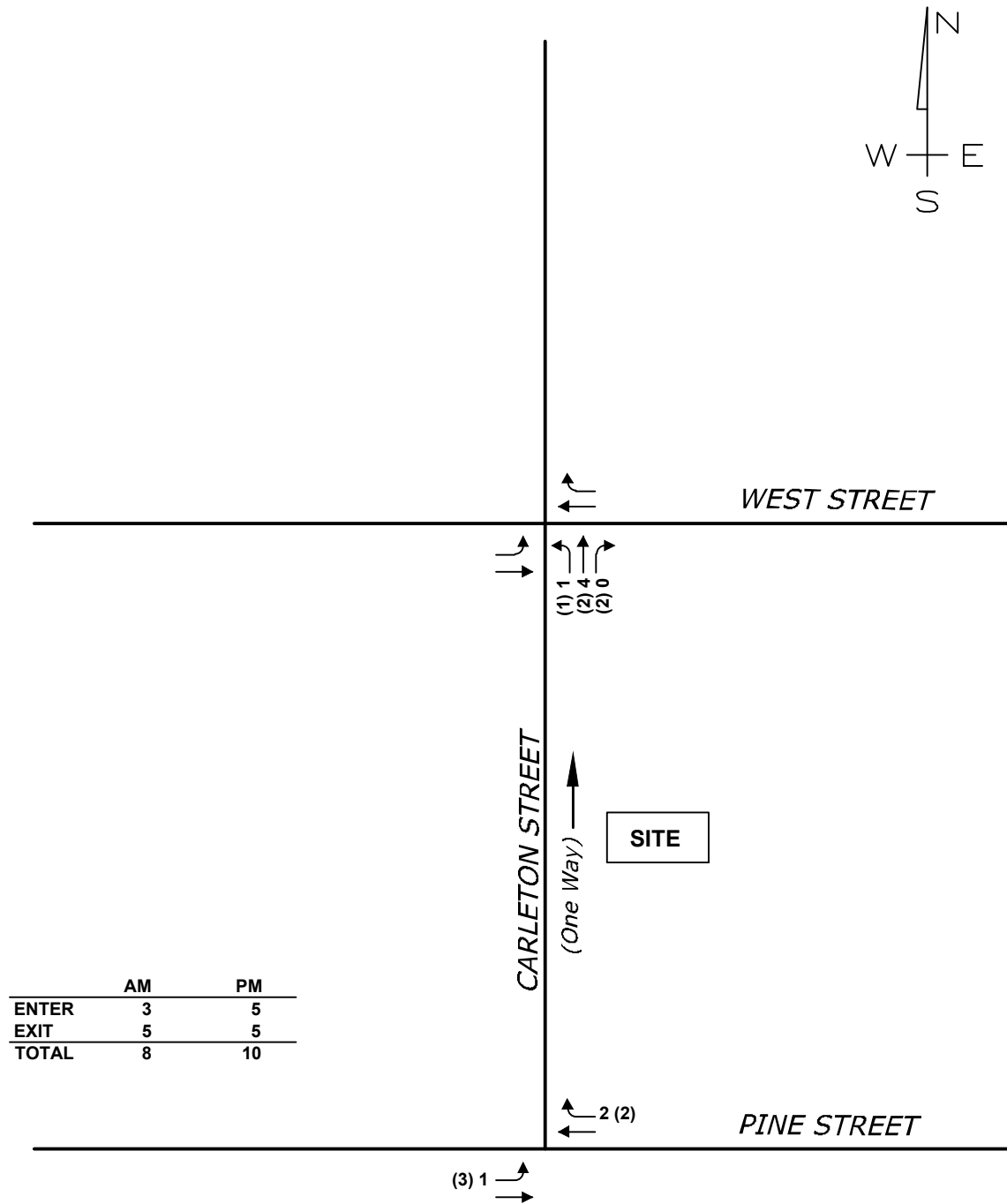


CARLETON STREET HOUSING PROJECT PORTLAND, MAINE

Trip Distribution and Assignment

Figure No.

4



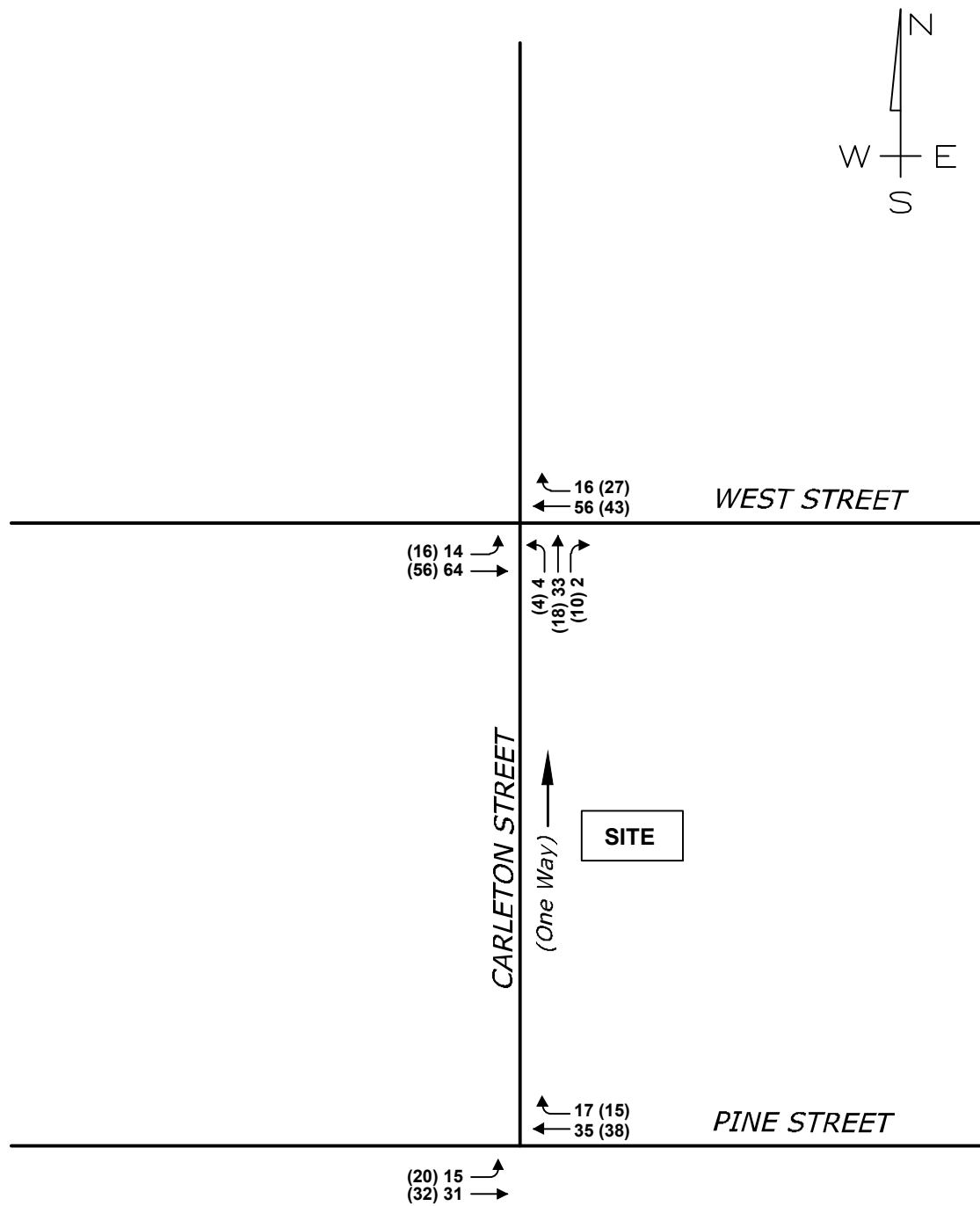
CARLETON STREET HOUSING PROJECT PORTLAND, MAINE

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CARLETON STREET HOUSING PROJECT PORTLAND, MAINE

**GORRILL-PALMER
CONSULTING ENGINEERS, INC.**

P.O. Box 1237
GRAY, MAINE 04039
(207) 657-6910
FAX (207) 657-6912

JOB 3008

SHEET NO. _____

OF _____

CALCULATED BY ET

DATE 5/19/15

CHECKED BY _____

DATE _____

SCALE _____

Trip Generation

Source: ITE Trip Generation manual, 9th Edition

LUC 252 - Senior Adult Housing - Attached

Assumptions:

- ~~34~~ affordable units
37

AM Peak Hour Adjacent Street Traffic

$$\text{Avg rate} = (0.20) \times (\overset{37}{\cancel{34}}) = \overset{7.4}{\cancel{6.8}} \text{ trip ends}$$

$$\frac{\overset{7.4}{\cancel{6.8}} + \overset{7.33}{\cancel{6.67}}}{2} = \underline{\underline{\overset{7.33}{\cancel{6.73}} \text{ trip ends}}}$$

$$\text{Equation} = 0.20(\overset{37}{\cancel{34}}) + 0.13(\overset{7.37}{\cancel{6.67}}) \text{ trip ends}$$

34% entering: ~~3~~ 3 in
66% exiting: ~~5~~ 5 out

PM Peak Hour Adjacent Street Traffic

$$\text{Avg rate} = (0.25) \times (\overset{37}{\cancel{34}}) = \overset{9.25}{\cancel{8.5}} \text{ trip ends}$$

$$\frac{\overset{9.25}{\cancel{8.5}} + \overset{10.52}{\cancel{9.8}}}{2} = \underline{\underline{\overset{9.89}{\cancel{9.15}} \text{ trip ends}}}$$

$$\text{Equation} = 0.24(\overset{37}{\cancel{34}}) + 1.64(\overset{10.52}{\cancel{9.8}}) \text{ trip ends}$$

54% entering: 5 in
46% exiting: 5 ~~4~~ out

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	6:57	6:57	6:57	6:57	6:57	6:57
End Time	8:00	8:00	8:00	8:00	8:00	8:00
Total Time (min)	63	63	63	63	63	63
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	222	290	244	241	227	243
Vehs Exited	221	292	244	240	227	245
Starting Vehs	0	2	0	1	0	0
Ending Vehs	1	0	0	2	0	0
Travel Distance (mi)	19	25	21	20	19	21
Travel Time (hr)	0.9	1.2	1.0	1.0	0.9	1.0
Total Delay (hr)	0.1	0.1	0.1	0.1	0.1	0.1
Total Stops	40	41	43	34	29	37
Fuel Used (gal)	0.7	0.9	0.7	0.7	0.7	0.8

Interval #0 Information Seeding

Start Time 6:57
End Time 7:00
Total Time (min) 3

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	222	290	244	241	227	243
Vehs Exited	221	292	244	240	227	245
Starting Vehs	0	2	0	1	0	0
Ending Vehs	1	0	0	2	0	0
Travel Distance (mi)	19	25	21	20	19	21
Travel Time (hr)	0.9	1.2	1.0	1.0	0.9	1.0
Total Delay (hr)	0.1	0.1	0.1	0.1	0.1	0.1
Total Stops	40	41	43	34	29	37
Fuel Used (gal)	0.7	0.9	0.7	0.7	0.7	0.8

5: Carleton Street & West Street Performance by approach

Approach	EB	WB	NB	All
Denied Del/Veh (s)	0.1	0.1	0.0	0.1
Total Del/Veh (s)	0.4	0.1	5.0	1.2

6: Pine Street & Carleton Street Performance by approach

Approach	EB	WB	All
Denied Del/Veh (s)	0.1	0.1	0.1
Total Del/Veh (s)	0.5	0.1	0.2

Total Network Performance

Denied Del/Veh (s)	0.1
Total Del/Veh (s)	1.2

Intersection: 5: Carleton Street & West Street

Movement	EB	NB
Directions Served	LT	LTR
Maximum Queue (ft)	23	36
Average Queue (ft)	1	22
95th Queue (ft)	9	45
Link Distance (ft)	143	394
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 6: Pine Street & Carleton Street

Movement	EB
Directions Served	LT
Maximum Queue (ft)	12
Average Queue (ft)	0
95th Queue (ft)	6
Link Distance (ft)	161
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	6:57	6:57	6:57	6:57	6:57	6:57
End Time	8:00	8:00	8:00	8:00	8:00	8:00
Total Time (min)	63	63	63	63	63	63
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	227	266	252	233	226	241
Vehs Exited	227	267	253	234	227	242
Starting Vehs	1	1	1	1	2	0
Ending Vehs	1	0	0	0	1	0
Travel Distance (mi)	18	22	21	19	19	20
Travel Time (hr)	0.9	1.1	1.0	0.9	0.9	1.0
Total Delay (hr)	0.1	0.1	0.1	0.1	0.1	0.1
Total Stops	20	33	33	25	24	27
Fuel Used (gal)	0.7	0.8	0.8	0.7	0.6	0.7

Interval #0 Information Seeding

Start Time 6:57
End Time 7:00
Total Time (min) 3
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	227	266	252	233	226	241
Vehs Exited	227	267	253	234	227	242
Starting Vehs	1	1	1	1	2	0
Ending Vehs	1	0	0	0	1	0
Travel Distance (mi)	18	22	21	19	19	20
Travel Time (hr)	0.9	1.1	1.0	0.9	0.9	1.0
Total Delay (hr)	0.1	0.1	0.1	0.1	0.1	0.1
Total Stops	20	33	33	25	24	27
Fuel Used (gal)	0.7	0.8	0.8	0.7	0.6	0.7

5: Carleton Street & West Street Performance by approach

Approach	EB	WB	NB	All
Denied Del/Veh (s)	0.1	0.1	0.0	0.1
Total Del/Veh (s)	0.5	0.1	3.8	0.9

6: Pine Street & Carleton Street Performance by approach

Approach	EB	WB	All
Denied Del/Veh (s)	0.1	0.1	0.1
Total Del/Veh (s)	0.5	0.1	0.3

Total Network Performance

Denied Del/Veh (s)	0.1
Total Del/Veh (s)	0.9

Intersection: 5: Carleton Street & West Street

Movement	EB	NB
Directions Served	LT	LTR
Maximum Queue (ft)	22	39
Average Queue (ft)	2	19
95th Queue (ft)	13	44
Link Distance (ft)	143	394
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 6: Pine Street & Carleton Street

Movement	EB
Directions Served	LT
Maximum Queue (ft)	24
Average Queue (ft)	1
95th Queue (ft)	10
Link Distance (ft)	161
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	6:57	6:57	6:57	6:57	6:57	6:57
End Time	8:00	8:00	8:00	8:00	8:00	8:00
Total Time (min)	63	63	63	63	63	63
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	231	293	244	265	227	251
Vehs Exited	230	295	244	264	227	253
Starting Vehs	0	2	0	1	0	0
Ending Vehs	1	0	0	2	0	0
Travel Distance (mi)	20	26	21	22	19	22
Travel Time (hr)	1.0	1.2	1.0	1.1	0.9	1.0
Total Delay (hr)	0.1	0.1	0.1	0.1	0.1	0.1
Total Stops	41	54	43	43	39	44
Fuel Used (gal)	0.7	0.9	0.7	0.8	0.7	0.8

Interval #0 Information Seeding

Start Time 6:57

End Time 7:00

Total Time (min) 3

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	231	293	244	265	227	251
Vehs Exited	230	295	244	264	227	253
Starting Vehs	0	2	0	1	0	0
Ending Vehs	1	0	0	2	0	0
Travel Distance (mi)	20	26	21	22	19	22
Travel Time (hr)	1.0	1.2	1.0	1.1	0.9	1.0
Total Delay (hr)	0.1	0.1	0.1	0.1	0.1	0.1
Total Stops	41	54	43	43	39	44
Fuel Used (gal)	0.7	0.9	0.7	0.8	0.7	0.8

Baseline

5: Carleton Street & West Street Performance by approach

Approach	EB	WB	NB	All
Denied Del/Veh (s)	0.1	0.1	0.0	0.1
Total Del/Veh (s)	0.4	0.1	5.1	1.3

6: Pine Street & Carleton Street Performance by approach

Approach	EB	WB	All
Denied Del/Veh (s)	0.1	0.1	0.1
Total Del/Veh (s)	0.6	0.1	0.3

Total Network Performance

Denied Del/Veh (s)		0.1
Total Del/Veh (s)		1.4

Baseline

Intersection: 5: Carleton Street & West Street

Movement	EB	NB
Directions Served	LT	LTR
Maximum Queue (ft)	23	40
Average Queue (ft)	1	24
95th Queue (ft)	9	46
Link Distance (ft)	143	394
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 6: Pine Street & Carleton Street

Movement	EB
Directions Served	LT
Maximum Queue (ft)	18
Average Queue (ft)	1
95th Queue (ft)	9
Link Distance (ft)	161
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Network Summary

Network wide Queuing Penalty: 0

Baseline

Summary of All Intervals

Run Number	1	2	3	4	5	Avg
Start Time	6:57	6:57	6:57	6:57	6:57	6:57
End Time	8:00	8:00	8:00	8:00	8:00	8:00
Total Time (min)	63	63	63	63	63	63
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	229	271	260	241	238	247
Vehs Exited	229	272	261	242	239	248
Starting Vehs	1	1	1	1	2	0
Ending Vehs	1	0	0	0	1	0
Travel Distance (mi)	19	22	22	20	20	21
Travel Time (hr)	0.9	1.1	1.1	0.9	1.0	1.0
Total Delay (hr)	0.1	0.1	0.1	0.1	0.1	0.1
Total Stops	28	31	38	26	33	31
Fuel Used (gal)	0.7	0.8	0.8	0.7	0.7	0.8

Interval #0 Information Seeding

Start Time 6:57

End Time 7:00

Total Time (min) 3

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	229	271	260	241	238	247
Vehs Exited	229	272	261	242	239	248
Starting Vehs	1	1	1	1	2	0
Ending Vehs	1	0	0	0	1	0
Travel Distance (mi)	19	22	22	20	20	21
Travel Time (hr)	0.9	1.1	1.1	0.9	1.0	1.0
Total Delay (hr)	0.1	0.1	0.1	0.1	0.1	0.1
Total Stops	28	31	38	26	33	31
Fuel Used (gal)	0.7	0.8	0.8	0.7	0.7	0.8

Baseline

5: Carleton Street & West Street Performance by approach

Approach	EB	WB	NB	All
Denied Del/Veh (s)	0.2	0.1	0.0	0.1
Total Del/Veh (s)	0.5	0.0	3.7	0.9

6: Pine Street & Carleton Street Performance by approach

Approach	EB	WB	All
Denied Del/Veh (s)	0.1	0.1	0.1
Total Del/Veh (s)	0.6	0.1	0.3

Total Network Performance

Denied Del/Veh (s)	0.1
Total Del/Veh (s)	0.9

Baseline

Intersection: 5: Carleton Street & West Street

Movement	EB	NB
Directions Served	LT	LTR
Maximum Queue (ft)	22	39
Average Queue (ft)	2	22
95th Queue (ft)	14	45
Link Distance (ft)	143	394
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)		
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 6: Pine Street & Carleton Street

Movement	EB
Directions Served	LT
Maximum Queue (ft)	19
Average Queue (ft)	1
95th Queue (ft)	11
Link Distance (ft)	161
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Network Summary

Network wide Queuing Penalty: 0

Crash Summary Report

Report Selections and Input Parameters

REPORT SELECTIONS☒ Crash Summary I ☐ Section Detail ☒ Crash Summary II ☐ 1320 Public ☐ 1320 Private ☐ 1320 SummaryREPORT DESCRIPTION

Carleton St area

REPORT PARAMETERS

Year 2012, Start Month 1 through Year 2014 End Month: 12

Route: 0560782

Start Node: 12610
End Node: 12612Start Offset: 0
End Offset: 0☐ Exclude First Node
☐ Exclude Last Node

Route: 0560735

Start Node: 12585
End Node: 12586Start Offset: 0
End Offset: 0☐ Exclude First Node
☒ Exclude Last Node

Route: 0560579

Start Node: 12585
End Node: 12609Start Offset: 0
End Offset: 0☒ Exclude First Node
☐ Exclude Last Node

Route: 0560112

Start Node: 12609
End Node: 12610Start Offset: 0
End Offset: 0☒ Exclude First Node
☒ Exclude Last Node

Crash Summary I

Nodes																
Node	Route - MP	Node Description	U/R	Total Crashes	K	A	B	C	PD	Injury	Percent Annual M Ent-Veh	Crash Rate	Critical Rate	CRF		
12610	0560782 - 0.24	0503022 POR,CARLETON,WEST ST.	2	0	0	0	0	0	0	0.0	0.945	0.00	0.54 Statewide Crash Rate: 0.14	0.00		
12586	0560782 - 0.29	0502998 POR,WEST ST,UNN#16	2	0	0	0	0	0	0	0.0	0.730	0.00	0.56 Statewide Crash Rate: 0.14	0.00		
12612	0560782 - 0.30	0503024 POR,WEST ST,W.STREET GARAGE DR	2	0	0	0	0	0	0	0.0	0.324	0.00	0.60 Statewide Crash Rate: 0.14	0.00		
12585	0560735 - 0	0502997 POR, PINE ST, UNN#16	2	0	0	0	0	0	0	0.0	0.377	0.00	0.60 Statewide Crash Rate: 0.14	0.00		
12589	0560579 - 0.31	0503001 POR,PINE,THOMAS ST.	2	0	0	0	0	0	0	0.0	0.400	0.00	0.60 Statewide Crash Rate: 0.14	0.00		
12609	0560579 - 0.33	0503021 POR,CARLETON,PINE ST.	2	0	0	0	0	0	0	0.0	0.445	0.00	0.60 Statewide Crash Rate: 0.14	0.00		
Study Years: 3.00			NODE TOTALS:													
			0	0	0	0	0	0	0	0.0	3.221	0.00	0.40	0.00		

Crash Summary I

Sections																
Start Node	End Node	Element	Offset Begin - End	Route - MP	Section U/R Length	Total Crashes	K	Injury Crashes			Percent Injury	Annual HMVM	Crash Rate	Critical Rate	CRF	
								A	B	C						PD
12586 0502998	12610 POR, WEST ST, UNN#16	186953	0 - 0.05	0560782 - 0.24 RD INV 05 60782	0.05	2	1	0	0	0	0.0	0.00036	925.27 Statewide Crash Rate: 359.83	1383.57	0.00	
12586 0502998	12612 POR, WEST ST, UNN#16	186954	0 - 0.01	0560782 - 0.29 RD INV 05 60782	0.01	2	0	0	0	0	0.0	0.00006	0.00 Statewide Crash Rate: 359.83	1293.24	0.00	
12585 0502997	12586 PINE ST, UNN#16	186950	0 - 0.08	0560735 - 0 RD INV 05 60735	0.08	2	0	0	0	0	0.0	0.00007	0.00 Statewide Crash Rate: 359.83	1378.69	0.00	
12585 0502997	12589 POR, PINE ST, UNN#16	186951	0 - 0.01	0560579 - 0.30 RD INV 05 60579	0.01	2	0	0	0	0	0.0	0.00002	0.00 Statewide Crash Rate: 359.83	-998.05	0.00	
12589 0503001	12609 PINE, THOMAS ST.	186960	0 - 0.02	0560579 - 0.31 RD INV 05 60579	0.02	2	0	0	0	0	0.0	0.00008	0.00 Statewide Crash Rate: 359.83	1399.02	0.00	
12609 0503021	12610 POR, CARLETON, PINE ST.	187005	0 - 0.08	0560112 - 0 RD INV 05 60112	0.08	2	0	0	0	0	0.0	0.00012	0.00 Statewide Crash Rate: 359.83	1549.32	0.00	
Study Years: 3.00			Section Totals:													
			0.25 1 0 0 0 0 0 0.0 0.00072 462.49 1179.45 0.39													
Grand Totals:			0.25 1 0 0 0 0 0 0.0 0.00072 462.49 1410.38 0.33													

Crash Summary

Section Details														
Start Node	End Node	Element	Offset Begin - End	Route - MP	Total Crashes	K	A	B	C	PD	Crash Report	Crash Date	Crash Mile Point	Injury Degree
12586	12610	186953	0 - 0.05	0560782 - 0.24	1	0	0	0	0	0	2014-16793	06/22/2014	0.27	
12586	12612	186954	0 - 0.01	0560782 - 0.29	0	0	0	0	0	0				
12586	12586	186950	0 - 0.08	0560735 - 0	0	0	0	0	0	0				
12586	12589	186951	0 - 0.01	0560579 - 0.30	0	0	0	0	0	0				
12589	12609	186960	0 - 0.02	0560579 - 0.31	0	0	0	0	0	0				
12609	12610	187005	0 - 0.08	0560112 - 0	0	0	0	0	0	0				
Totals:					1	0	0	0	0	0				

Crash Summary II - Characteristics

Crashes by Day and Hour

Day Of Week	Hour of Day												PM					Un Tot						
	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4		5	6	7	8	9	10
SUNDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
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
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
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
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
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
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
Totals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1

Vehicle Counts by Type

Unit Type	Total	Unit Type	Total
1-Passenger Car	1	23-Bicyclist	0
2-(Sport) Utility Vehicle	0	24-Witness	0
3-Passenger Van	0	25-Other	1
4-Cargo Van (10K lbs. or Less)	0	Total	2
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		

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	1	0	0	0	0	1
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	1	0	0	0	0	1
Total	2	0	0	0	0	2

Crash Summary II - Characteristics

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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	1	1
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	1	1

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	1	0	0	0	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	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
Bicycles	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
Trown 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	1	0	0	0	0	0	0	0	0	0	0	0	0	1

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	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

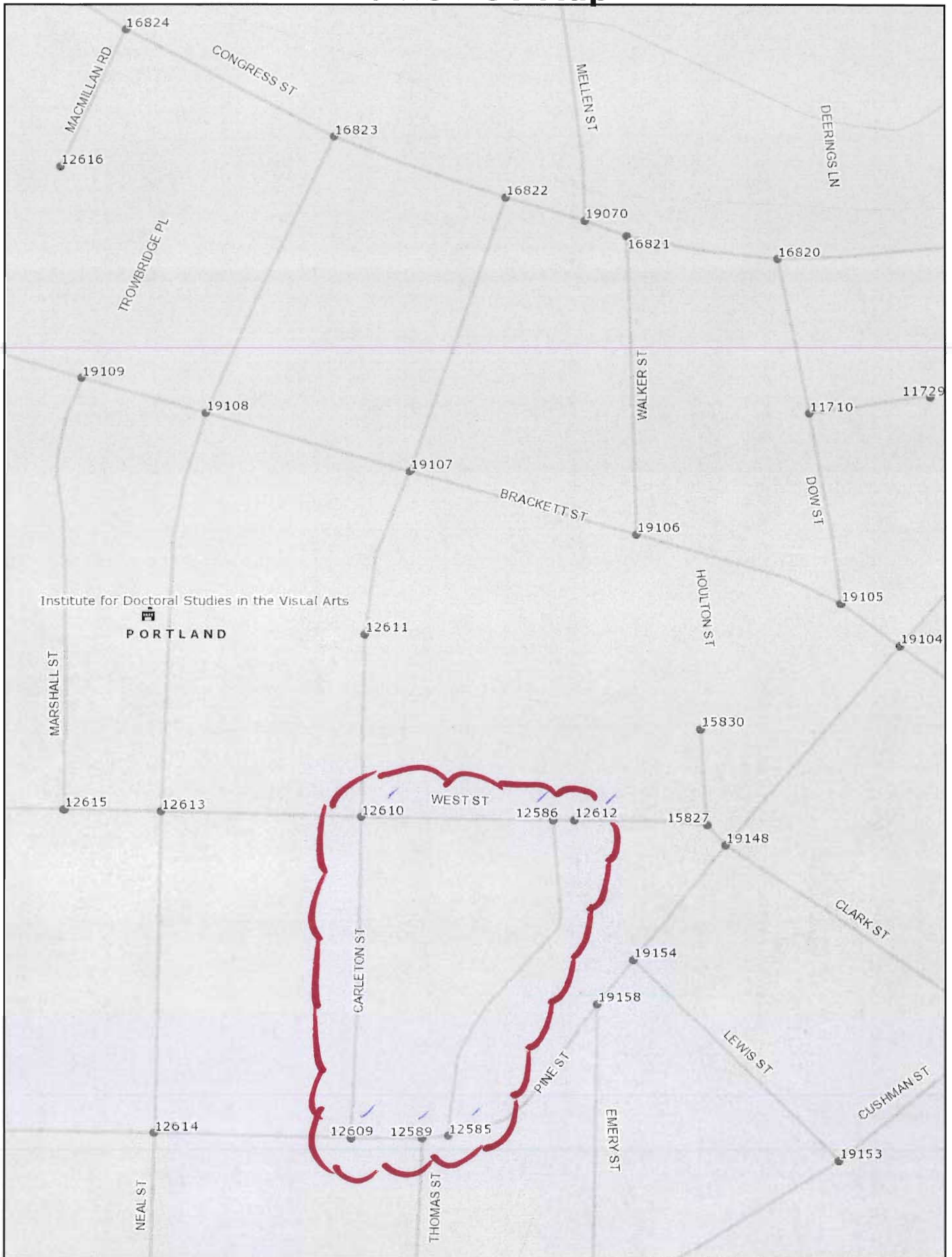
Weather Light	Dry	Ice/Frost	Mud, Dirt, Gravel	Oil	Other	Sand	Slush	Snow	Unknown	Water (Standing, Moving)	Wet	Total
Fog, Smog, Smoke												
Dark - Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Not Lighted	0	0	0	0	0	0	0	0	0	0	0	0
Dark - Unknown Lighting	0	0	0	0	0	0	0	0	0	0	0	0
Dawn	0	0	0	0	0	0	0	0	0	0	0	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	1	0	0	0	0	0	0	0	0	0	0	1

Maine DOT Map



Map Generated on Wednesday, April 15, 2015 01:31:47 PM

Map Scale 1:2127

The Maine Department of Transportation provides this publication for information only. Reliance upon this information is at user risk. It is subject to revision and may be incomplete depending upon changing conditions. The Department assumes no liability if injuries or damages result from this information. This map is not intended to support emergency dispatch. Road names used on this map may not match official road names.

From: Drew Wing <DWing@avestahousing.org>
To: Shukria Wiar <SHUKRIAW@portlandmaine.gov>
CC: Seth Parker <SParker@avestahousing.org>
Date: 6/17/2015 8:57 AM
Subject: FW: Carleton Response
Attachments: Letter from Marge Schmuckal.pdf; TRAFFIC and PARKING STUDY_06-15-2015.pdf

Hi Shukria,

Please find responses to your questions below:

We are requesting more information on the proposed project. Please submit a Parking Demand Analysis for both the Butler School and the new proposed project at 17 Carleton Street. We would also like to see more information for the Butler School property, for example how many units are in the building, how many are handicapped, how many parking spaces are leased to the tenants. etc. Also, please provide documentation of any restrictions, easements, commitment, or burdens for the parking lot.

Response:

* The Butler School has 39 units, it is currently under renovation and upon completion will have 5 ADA units. There are 10 cars from the Butler School that are currently using the parking lot at 17 Carleton Street. Per the attached letter from Marge Schmuckal, dated October 15, 2009, you will see that there are no off street parking requirements for the Butler School. In refinancing the Butler School for the current renovations we agreed to provide 2 ADA parking spaces as required by Maine State Housing Authority. There are no other parking requirements for the Butler School.

* 17 Carleton Street has a total of 58 parking spaces. With the exception of the 10 spaces which we have allowed Butler residents to use at no cost, we rent the remaining spaces on a month to month basis. We have no documentation or knowledge of any long term parking agreements with users of 17 Carleton Street.

* There are no other restrictions, easements, commitments or burdens that encumber the lot. The development as we have proposed meets the zoning requirements of the R-6 zone. Per our calculations the density allows 42 units we are proposing 37. The proposed parking is supported by both the zoning ordinance and the traffic/parking analysis attached. We have proposed that 18 of the 31 spaces proposed would be required to serve 17 Carleton Street, the remaining 13 spaces would satisfy the required 2 ADA spaces for Butler School the balance of 11 spaces would serve Butler residents.

Thank you,

Drew Wing
Development Officer
Avesta Housing
307 Cumberland Ave
Portland, ME
207-245-3340
www.avestahousing.org<<http://www.avestahousing.org>>

From: Drew Wing <DWing@avestahousing.org>
To: Tom Errico <thomas.errico@tylin.com>
CC: Shukria Wiar <SHUKRIAW@portlandmaine.gov>, Randy Dunton <RDunton@gorrillpalmer.com>
Date: 6/30/2015 9:44 AM
Subject: RE: 17 Carleton Street.
Attachments: Avesta Parking Lease.docx

Hi Tom-

Randy Dunton will be forwarding you the updated parking analysis this afternoon. You also inquired about data that we have regarding who is currently parking at the 17 Carleton Street Lot. As a matter of client confidentiality we cannot release specific names or addresses but I'm hoping the following will suffice for your purposes.

Parking Information:

10 – spaces occupied by residents of Butler School
43 – Spaces occupied by addresses on Pine Street within close proximity to site
2 – Spaces with addresses on Silver Street
3 – Spaces with addresses on Carleton Street within close proximity.

· 3 of the spaces appear to be used by small businesses, possibly for employee parking.

· There are several users who lease multiple parking spaces.

As previously represented there are no agreements in place which bind Avesta to meeting the parking requirements of other properties with the exception of 2 ADA spaces which we provide to Butler School. I have attached a sample lease which we use for leasing the parking spaces.

I hope this information is helpful and please let me know if you have any questions.

Thank You,
Drew Wing
Development Officer
Avesta Housing
307 Cumberland Ave
Portland, ME
207-245-3340
www.avestahousing.org<<http://www.avestahousing.org>>

From: Tom Errico [mailto:thomas.errico@tylin.com]
Sent: Wednesday, June 24, 2015 3:50 PM
To: Shukria Wiar; Drew Wing
Subject: RE: 17 Carleton Street.

Hi Drew – I will be on vacation the week of July 6th, so I would like to get my preliminary finding to Shukria on July 2nd. I know this is tight, but I will do what I can to accelerate my review next week.
Thanks

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: Shukria Wiar [mailto:SHUKRIAW@portlandmaine.gov]

Sent: Wednesday, June 24, 2015 3:31 PM
To: Drew Wing
Cc: Tom Errico
Subject: Re: 17 Carleton Street.

Hello Drew:

The deadline for the revised plans and information is June 30th at noon so I can distribute them on Wednesday July 1st for staff review (we meet every Wednesday for Development Review). This will give them a week to review and give me comments. My report to the Planning Board needs to be done by Thursday July 9th.

Please do not hesitate to contact me if you have any questions.

Thank you.

Shukria

Shukria Wiar, Planner
Planning Division, City of Portland
389 Congress Street
Portland, ME 04101
Ph: 207-756-8083
Fax: 207-756-8258

>>> Drew Wing <DWing@avestahousing.org<mailto:DWing@avestahousing.org>> 6/24/2015 11:52 AM >>>
Hi Shukria,

I'm just checking in to see if there is anything you need and what the deadline would be for submitting information to your office for our July 14th meeting.

We will be coordinate with Tom on the updated parking analysis he requested. Tom, Randy will be reviewing the proposed scope with you prior to conducting the study. Can you please let me know your deadline for submitting the updated info to you.

Thank you,

Drew Wing
Development Officer
Avesta Housing
307 Cumberland Ave
Portland, ME
207-245-3340
www.avestahousing.org<<http://www.avestahousing.org/>>

--

June 30, 2015

Att. R

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

RE: 17 CARLETON STREET, AVESTA HOUSING

Dear Shukria,

Below are our responses to Staff comments:

Comments Submitted by: Shukria Wiar / Planning on 6/5/2015

1. *Plan C1.1- Label the areas around the parking; are these areas snow storage?*

Snow Storage areas are labeled.

2. *Show snow storage areas on the site plan.*

Snow Storage is added to the plan.

3. *The dimensions need to be shown on the parking lot.*

Additional dimensions are provided.

4. *It is a little hard to understand; will the existing curb cut at the rear of the lot be used as part of this proposal? If yes, will this be exit only? It may not meet the standards for a two-way.*

The rear access towards Butler School will be used. Its width is consistent with the current access.

5. *So the applicant have right to use this alleyway?*

Yes. AVESTA Housing has rights to the common access. It will be used by the Butler School residents to access the two ADA parking spaces. It will continue to be open for emergency vehicles as well.

6. *At the rear curb cut, there is a triangle shaped pavement; this is place to introduce a landscaped island.*

This pavement will provide access for pedestrians to the door and ADA spaces.

7. *The existing chain linked fence is being removed; will this be replaced with another fence? There have been a couple of abutters that would like it being replaced.*

The existing fence on the north side will remain. The fencing on the east side will be replaced with landscaping.

8. *A photometric plan has been submitted. The illumination levels/trespass is not meeting standards at the northern property line. This area is sensitive since it abuts residential buildings.*

Attached is a revised Photometric Plan.

9. *Submit catalogue cuts for all proposed lighting fixtures being proposed.*

Attached are fixture cuts for the lights.

10. *There seems to be proposed easements that benefit others. Please show all these easements on plan.*

The survey plan shows all easements that we are aware of.

11. *Submit the information of building footprint and floor area. What is the proposed bedroom mix?*

Please see the revised project data sheet previously submitted.

12. *What is the data on impervious area (existing and proposed)?*

This data is on the project data sheet and on the plans.

13. *What is the cost of the project?*

The total budget is 6.5 million dollars.

14. *How many units are in the Butler School building.*

Butler School has 39 units.

Comments Submitted by: Keith Gautreau / Fire on 5/27/2015

Must have access to a minimum two sides of the proposed structure. Access to the rear of the building must be maintained via West Street and Pine Street year round.

The access in the rear will be maintained year round.

Construction Management Plan

Streets must maintain a 20' width for Fire Department access at all times.

Fire Hydrants shall not be blocked or enclosed by fencing. A 3' foot clearance must be kept at all times around the fire hydrant.

If gates are locked, a Portland Fire Department Knox padlock must be purchased by the applicant to allow access for the Fire Department.

The Construction Company' emergency contact information shall be posted on the property in case of an after hours emergency.

All construction shall comply with 2009 NFPA I Chapter 16 Safeguards During Building Construction, Alteration, and Demolition Operations.

Any cutting and welding done will require a Hot Work Permit from Fire Department.

These notes have been added to plan sheet C1.3.

Premises Identification

The main entrance of the building must be the address for the property. This should be consistent with 911, tax assessor, Inspections Division and future mailing address.

Street addresses shall be marked on the structure and shall be as approved by the City E-91 I Addressing Officer. If the building entry faces a different street, both the street name and number should be large enough to read from the street.

Address numbers must be a minimum of 4 inches high.

The building address and numbering will be consistent with the 911 standards.

Comments Submitted by: Keith Gautreau / Fire on 5/27/2015

1. Hydrants

1.) 2009 NFPA 18.3 Water Supplies and Fire Hydrants

2.) Fire Department Connections shall not be located where large diameter hose may block egress.

2. Fire Vehicle Access

1.) Largest Fire Department Vehicle must be able to navigate through the parking lot to access building.

2.) Fire Department Access shall have an unobstructed vertical clearance of not less than 13 ft 6 in.

Distances to hydrants are show on the plans.

Comments Submitted by: David Margolis-Pineo / Engineering DPS on 6/5/2015

1. Survey comments will be forwarded under a separate cover.

Survey has been submitted. No additional comments have been received.

2. Please add note that all work within the Public Right of Way shall meet City of Portland Technical Manual standards.

The note is on C1.1.

Comments Submitted by: Tom Errico / Traffic on 6/4/2015

1. The applicant should provide dimensions of driveway width, parking aisles, etc. for review and comment.

Additional dimensions have been added.

2. It is my understanding that a traffic study is being prepared and I will review traffic specific issues upon receipt of the study.

3. The following outlines my comments as it relates to the review of parking conditions for the project:

o The applicant should specifically note details of vehicles parking in the existing lot. It should be noted whether any of the vehicles are using the lot as part of a site plan approval requirement.

o Given parking concerns in the neighborhood and limited parking opportunities, the applicant should conduct an updated parking generation survey at existing similar sites on the Portland Peninsula. The survey is intended to confirm parking demand requirements. The scope and details of the survey shall be coordinated with City staff.

4. A brief paragraph has been provided in respect to a construction management plan. It isn't noted, but the plan will likely require the closure of the abutting sidewalk and a temporary sidewalk detour will be required. Other specific details can be reviewed at the Pre-Construction meeting.

Planning and traffic will be submitted under a separate cover.

Comments Submitted by: Jeff Tarling / City Arborist on 6/5/2015

I have reviewed the proposed Landscape plan and feel additional screening is needed along the north edge. Tree selection types also need to be larger tree variety vs Hawthorn and Paperbark Maple which are very small trees. European Hornbeam or some of the upright Oak varieties like 'Regal Prince which can grow in tight space but offer more height for screening. See: <http://www.jfschmidt.com/pdfs/regalPrinceOak.Pdf>

The north edge space for example, could use 4 of the upright trees vs the two Hawthorns as shown. With some of suggested improvements or conditions the project could be acceptable.

The trees have been adjusted as a result of negotiations between Jeff and Tony Muench RLA.

Comments Submitted by: David Senus/Civil Engineering on 6/2/2015

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 Standards: Plans, notes, and details have been provided to address erosion and sediment control requirements, inspection and maintenance requirements during-construction, and good housekeeping practices in general accordance with Appendix A, B, & C of MaineDEP Chapter 500.*
- b) *General Standards: The project will result in a net decrease in impervious area. As such, the project is not required to include stormwater management features for stormwater quality control. We encourage the Applicant to review the City's Stormwater Service Charge Credit Manual (available online) to evaluate whether they may want to incorporate stormwater quality treatment measures that qualify for a future Stormwater Service Charge credit.*
- c) *Flooding Standard: The project will result in a net decrease in impervious area. As such, the project is not required to include stormwater management features to control the rate of stormwater runoff from the site.*

No response required.

- 2) *The Applicant has requested confirmation of capacity to serve the proposed development from the Portland Water District and the City of Portland; copies of the approval letters should be forwarded to the City upon receipt.*

The capacity letter is attached.

- 3) *The Existing Conditions and Demolition Plan (Sheet C1.2) should identify disconnecting and capping / plugging the existing sewer service at the downstream catch basin to eliminate continued inflow into the sewer system. A masonry plug repair should be noted on the existing catch basin.*

Notes have been added to the plan.

- 4) *The Grading & Utilities Plan (Sheet C1.3) should specify the highpoint with spot grades in the area of the driveway entrance between the 142 contours to ensure proper drainage away from the building in this area.*

Spot grades have been added.

- 5) *The Grading & Utilities Plan (Sheet C1.3) should identify pipe invert elevations for the proposed storm drain system at new and existing catch basins / manhole connections.*

Inverts and rims have been added.

- 6) *The Applicant should consider utilizing beehive grates for proposed field inlets in landscaped areas.*

Grates are under consideration.

- 7) *The Grading & Utilities Plan (Sheet C1.3) should include a backflow preventer on the new sewer service prior to the connection with the combined sewer system.*

A backflow preventer has been noted on the plans.

- 8) *The limits and type of pavement repair noted in Carleton Street on Sheet C1.3 are inconsistent with what is shown and noted on the Demolition Plan (Sheet C1.2).*

We believe the two plans are consistent.

- 9) *The Grading & Utilities Plan (Sheet C1.3) includes a line and several spot grades in the parking lot area; we are unclear what this line and the associated spot grades represent.*

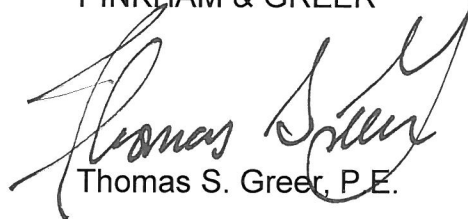
This area is to be ADA compliant. Maximum grades are provided with a note.

- 10) *The Applicant should consider alternatives to the direct piped connection of the roof drain into the storm drain system, which ultimately connects to the City's combined sewer system. Discharge to the ground or preferably to landscaping or a rain garden area is recommended.*

We have added a rain garden for the roof water. It will be discharged to the ground by a gutter and down spout system.

Sincerely,

PINKHAM & GREER



Thomas S. Greer, P.E.

Enclosures

cc: Drew Wing, David Lloyd, File

TSG/rjs

PROJECT DATA

The following information is required where applicable, in order to complete the application.

Total Area of Site	sq. ft. 25,247	
Proposed Total Disturbed Area of the Site	sq. ft. 25,247	
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)	19,245	sq. ft.
Impervious Area (Total Proposed)	19,210	sq. ft.
Building Ground Floor Area and Total Floor Area		
Building Footprint (Total Existing)	0	sq. ft.
Building Footprint (Total Proposed)	5,495	sq. ft.
Building Floor Area (Total Existing)	0	sq. ft.
Building Floor Area (Total Proposed)	26,375	sq. ft.
Zoning		
Existing	R-6	
Proposed, if applicable		
Land Use		
Existing	Parking Lot	
Proposed	37 Residential Units w/ parking	
Residential, If applicable		
# of Residential Units (Total Existing)	0	
# of Residential Units (Total Proposed)	0	
# of Lots (Total Proposed)	0	
# of Affordable Housing Units (Total Proposed)	37	
Proposed Bedroom Mix		
# of Efficiency Units (Total Proposed)	9	
# of One-Bedroom Units (Total Proposed)	26	
# of Two-Bedroom Units (Total Proposed)	2	
# of Three-Bedroom Units (Total Proposed)		
Parking Spaces		
# of Parking Spaces (Total Existing)	58	
# of Parking Spaces (Total Proposed)	31	
# of Handicapped Spaces (Total Proposed)	7	
Bicycle Parking Spaces		
# of Bicycle Spaces (Total Existing)	0	
# of Bicycle Spaces (Total Proposed)	Exterior (4), Bike Room (16)	
Estimated Cost of Project		

Supplemental Parking Information Parking Occupancy Evaluation Portland, Maine

Project: Carleton Street Apartments, Portland, Maine
Memo Date: June 29, 2015
Prepared By: Randy Dunton, Gorrill Palmer
Distribution: City of Portland, Thomas Errico, Avesta Housing

The purpose of this evaluation is to determine the parking demand rate of existing facilities in the Portland area that are similar to the proposed Carleton Street apartments. The data was collected on Thursday June 25, 2015 starting at 10:00 PM at facilities owned or managed by Avesta Housing. All the facilities are non-age restricted, similar to the proposed Carleton Street apartments. The date and time of the data collection was preapproved by the City. The following is a summary of the results of the data collection:

Parking Demand Rates – Avesta Housing Facilities

Location	# spaces / occupied	# units	# spaces / units	Management Data*
409 Cumberland Ave	12	57	0.21	29
Munjoy Commons	23	39	0.59	25
Pearl Place I & II	40	124	0.32	66
Oak Street Lofts	7	37	0.19	25
Average Rate	---	---	0.33	---
Avg Rate (w/o Oak Street Lofts)	---	---	0.37	---

*This data represents the number of residents that own vehicles.

Based on the data collected, the average parking rate is 0.33 spaces per unit with a peak rate of 0.59 spaces per unit. Based on these rates the average parking supply for Carleton Street Apartments, which is 37 units, should be 13 spaces minimum with a maximum demand of 22 spaces. The Oak Street Lofts parking area is a total of 8 spaces, one of which is handicapped. Since this parking lot was essentially full, there could have been vehicles parked on the street, which would be difficult to distinguish from other on street vehicles. For that reason, we also calculated the parking rate without using Oak Street Lofts which increased the average rate from 0.33 to 0.37. All the other parking lots were underutilized so it is expected there was no on-street parking occurring.

The following locations were also counted but are not owned or operated by Avesta Housing and contain a mixture of affordable and market rate units. The proposed units at 17 Carleton Street are all affordable and therefore will likely demonstrate a lower vehicle to unit ratio in contrast to projects with market rate and affordable units.



Parking Demand Rates – Non Avesta Housing Facilities

Location	# spaces / occupied	# units	# spaces / units	Low Income / Market Rate
53 Danforth	22	43	0.51	30 / 13
Walker Terrace	29	40	0.73	22 / 18
Average Rate	---	---	0.62	---

As can be seen from the summary table, the average and peak parking rates are 0.62 and 0.73 respectively. These rates are higher than the Avesta properties counted.

Conclusion:

In 2010, Gorrell Palmer performed a similar evaluation to the one contained herein, with a resultant average rate of 0.48 spaces per unit, which is greater than the current rate of 0.37 spaces per unit. This may be a reflection of the efforts that the City and developers such as Avesta have made to make it easier to negotiate using alternate forms of transit. Carleton Street Apartments is proposing to include 37 affordable housing units. Based on the average rate of 0.37 spaces per unit determined above, the number of spaces needed on-site would be 14 spaces. To provide some buffer, Avesta is requesting 18 parking spaces be approved. The number of parking spaces provided on-site is proposed at 31 spaces. Approving 18 parking spaces for the proposed Carleton Street apartments will allow 11 standard spaces to serve Butler School, if needed, and also provide 2 ADA spaces for Butler School.

Type:
 Project Name:
 Notes:

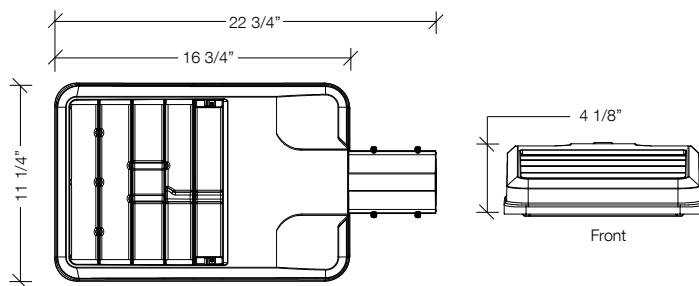
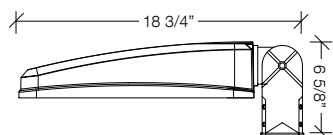
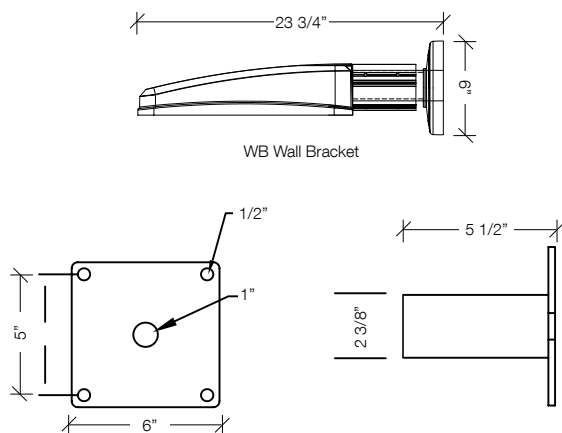
rev. 02.04.2015

VIPER - SMALL (LED)

Small Viper Luminaire

Max Weight: 15.0 lbs**Max EPA:** 0.67 sq ft

Sample	VP-S	30NB-90	5K	T5R	UNV	PCR-TL	SF2	GENIXX	BLC	RA	BBT
Ordering											
	A	B	C	D	E	F	G	H	I	J	K

DETAILS**MOUNTING OPTIONS**

PK2 2-3/8" Adjustable Knuckle



SF2 2-3/8" OD Slip Fitter



RA Rectangular Arm

A. MODEL**VP-S** Viper - Small**B. ENGINE-WATTS****22NB-50** 50 Watts - LED Array**22NB-70** 70 Watts - LED Array**30NB-70** 70 Watts - LED Array**30NB-90** 90 Watts - LED Array**C. CCT - COLOR TEMP****5K** 5000K (std.)**4K** 4000K**3K** 3000K**D. OPTICS⁶****T1** type I**T2** type II**T3** type III**T4** type IV**T5R** type V, rectangular**T5QM** type V, square medium**T5W** type V, round wide**FR** front row auto optic**E. VOLTAGE****UNV** 120-277V**347V** 347V**480V** 480V**F. ELECTRICAL OPTIONS****PCR-TL** photocell, twist-lock**PCR-SC** photocell, shorting cap**2PF** dual power feed ^{1,2}**G. SENSOR OPTIONS****OCS** occupancy sensor (on/off)**MDD** motion dimming detector**H. CONTROL OPTIONS****GENI-XX** Energeni⁵**I. HOUSE SIDE SHIELD OPTIONS****HSS-90** house side shield 90°**HSS-180** house side shield 180°**BLC** backlight control⁴**J. MOUNTING OPTIONS****RA** rectangular arm**SF2** 2 3/8" OD slip-fitter**PK2** 2 3/8" adjustable knuckle**WB** wall bracket**K. COLOR****BBT** basic black textured**BMT** black matte textured**WHT** white textured**MBT** metallic bronze textured**BZT** bronze textured**DBT** dark bronze textured**GYS** gray smooth**DPS** dark platinum smooth**GNT** green textured**MST** metallic silver textured**MTT** metallic titanium textured**OWI** old world iron**RAL** _____**CERTIFICATIONS/LISTINGS**
Certification Data: UL/cUL Wet Location Listed, LM79/ LM80 Compliant, IDA Approved, 3G Vibration Rated, DesignLights Consortium® Qualified³
¹ not available with 64NB-135² not available @ 347V or 480V input³ DesignLights Consortium Qualified. Refer to www.designlights.org Qualified Products List under Family Models for details.⁴ T4 optic only⁵ When ordering Energeni, specify the routine setting code (example GENI-04). See Energeni brochure and instructions for setting table and options. Not available with sensor options.⁶ To rotate optics Left or right 90 degrees, specify L or R after the optical distribution example T4L.

VIPER - SMALL (LED)

Small Viper Luminaire

Max Weight: 15.0 lbs

Max EPA: 0.67 sq ft

General: The Beacon Viper luminaire is available in two sizes with a wide choice of different LED Wattage configurations and optical distributions designed to replace HID lighting up to 1000W MH or HPS and with 5 different mounting options for application in a wide variety of new and existing installations. Luminaires are suitable for wet locations.

Bezel Optic System: Each Viper luminaire is supplied with an one piece optical cartridge system consisting of an LED engine, LED lamps, optics, gasket and stainless steel bezel. The cartridge is held together with internal brass standoffs soldered to the board so that it can be field replaced as a one piece optical system. Two-piece silicone and micro-cellular polyurethane foam gasket ensures a weather-proof seal around each individual LED.

The optical cartridge is secured to the die cast housing with fasteners. The optics are held in place without the use of adhesives. The cartridge assembly is available in various lighting distributions using TIR designed acrylic optical lenses over each LED.

Lifesield™ Circuit: Thermal circuit shall protect the luminaire from excessive temperature by interfacing with the 0-10V dimmable drivers to reduce drive current as necessary. The factory-preset temperature limits shall be designed to ensure maximum hours of operation to assure L70 rated lumen maintenance. The device shall activate at a specific, factory-preset temperature, and progressively reduce power over a finite temperature range.

A luminaire equipped with the device may be reliably operated in any ambient temperature up to 55°C (131°F). The thermal circuit will allow higher maximum Wattages than would be permissible on an unregulated luminaire (if some variation in light output is permissible), without risk of premature LED failure or lumen depreciation. Operation shall be smooth and undetectable to the eye. Thermal circuit shall directly measure the temperature at the LED solder point. Thermal circuit shall consist of surface mounted components mounted on the LED engine (printed circuit board). For maximum simplicity and reliability, the device shall have no dedicated enclosure, circuit board, wiring harness, gaskets, or hardware. Device shall have no moving parts, and shall operate entirely at low voltage. The device shall be located in an area of the luminaire that is protected from the elements. Thermal circuit shall be designed to "fail on", allowing the luminaire to revert to full power in the event of an interruption of its power supply, or faulty wiring connection to the drivers.

Device shall be able to co-exist with other 0-10V control devices (occupancy sensors, external dimmers, etc.). The device will effectively control the solder point temperature as needed; otherwise it will allow the other control device(s) to function unimpeded.

Printed Circuit Board (PCB): Aluminum thermal clad board with 0.062" thick aluminum base layer, thermally conductive dielectric layer, 0.0014" thick copper circuit layer circuit layer designed with copper pours to minimize thermal impedance across dielectric. Board will be mounted to the heat sink using minimum 12 #4-40 screws to ensure contact with thermal pad and heat sink. Use of thermal grease will not be allowed.

Housing and LED Thermal Management: The Viper® monolithic housing design creates over 4.5 square feet (small Viper) or 7.7 square feet (large Viper) of heat-sinking surface area. Vertical fins, combined with flow-thru openings prevent sediment and moisture buildup on critical heat sinking surfaces without the need for grates, screens or other debris control tactics. The Viper housing, electrical compartment and fitter are made from die cast aluminum that is pre-treated and powder-coated to meet the most rugged industry standards. The finish is corrosion resistant to meet ASTM-B-117, resists cracking or loss of adhesion per ASTM D522, resists surface impacts of up to 160 inch-pound. All external hardware is corrosion resistant. The housing serves as a heat-sink for the LED bezel with a separate compartment for the drivers.

Electrical Assembly: The fixture electrical compartment shall contain all LED driver components and shall be provided with a push-button terminal block for AC power connections. The housing is designed for an optional twist lock photo control receptacle.

Accessibility: Although the Viper luminaire is designed to operate for many years without maintenance, accessibility is a key component in its design. The Drivers are mounted on a removable door that is secured with keyslotted screws and hinges down for convenient access. The drivers are field replaceable using quick disconnects.

Drivers: Luminaires are equipped with an LED driver that accepts 100V through 277V, 50 Hz to 60 Hz (UNIV), or a driver that accepts 347V or 480V input. Power factor is .92 at full load. All electrical components are rated at 50,000 hours at full load and 25°C ambient conditions per MIL- 217F Notice 2. Dimming drivers are standard, with connections for external dimming equipment available upon request. Component-to-component wiring within the luminaire may carry no more than 80% of rated load and is listed by UL for use at 600VAC at 50°C or higher. Plug disconnects are listed by UL for use at 600 VAC, 13A or higher. 13A rating applies to primary (AC) side only.

Surge Protector: The on-board surge protector shall be a UL recognized component for the United States and Canada and have a surge current rating of 20,000 Amps using the industry standard 8/20 pSec wave. The LSP shall have a clamping voltage of 825V and surge rating of 540J. The case shall be a high-temperature, flame resistant plastic enclosure.

Fasteners: All fasteners shall be stainless steel. When tamper resistant fasteners are required, spanner HD (snake eye) style shall be provided (special tool required, consult factory).

Color Rendering Index (CRI): Luminaire shall have a minimum CRI of 67 at 5000K.

Operating Environment: Shall be able to operate normally in ambient temperatures from -40°C to 40°C

Finish: Finish shall be a Beacote V polyester powder-coat electro-statically applied and thermocured. Beacote V finish shall consist of a five stage iron phosphate chemical pre-treatment regimen with a polymer primer sealer, oven dry off, and top coated with a thermoset super TGIC polyester powder coat finish. The finish shall meet the AAMA 605.2 performance specification which includes passing a 3000 hour salt spray test for corrosion resistance and resists cracking or loss of adhesion per ASTM D522 and resists surface impacts of up to 160 inch-pound.

Agency Certification: The luminaire shall bear a CSA label and be marked suitable for wet locations. The Beacon Viper is approved by the International Dark-Sky association as a dark sky friendly fixture.

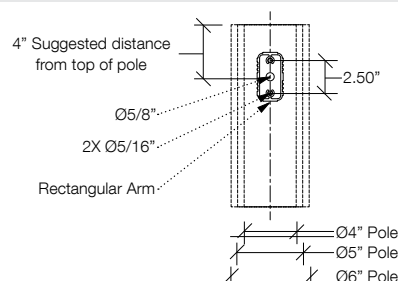
Warranty: Beacon luminaires feature a 5 year limited warranty. Beacon LED luminaires with LED arrays feature a 5 year limited warranty covering the LED arrays. LED drivers are covered by a 5 year limited warranty. PIR sensors carry a 5 year limited warranty from the sensor manufacturer. See Warranty Information on www.beaconproducts.com complete details and exclusions.

Power/Lumens & Distributions

Engine	Wattage	Delivered Lumens (varies by optic)	Delivered LPW	TM21 Calculated % Lumen Maint. at 100,000 hrs
22NB	50	4700-5020	93-103	96.19%
22NB	70	5780-6200	82-103	85.79%
30NB	70	6408-6850	91-103	95.02%
30NB	90	7700-8260	85-97	85.79%

TM21 is the framework for taking LM-80 data and making useful LED lifetime projections. Reported and Calculated Lifetimes shown are based on hours at the time of this printing. For current Reported and Calculated hours please contact factory or Beacon's web-site.

CCT (COLOR TEMP) Lumen Output Multipliers	CRI (Color Rendering)
5000K = 1.0	min 67 CRI
4000K = .92	min 70 CRI
3000K = .75	min 80 CRI

DRILL PATTERN


Due to our continued efforts to improve our products, product specifications are subject to change without notice.



Att. V

Portland Water District

FROM SEBAGO LAKE TO CASCO BAY

May 20, 2015

Pinkham & Greer
28 Vannah Avenue
Portland, ME 04103

Attn: Thomas S. Greer
Re: 17 Carleton Street - Portland
Ability to Serve with PWD Water

Dear Mr. Greer:

The Portland Water District has received your request for an Ability to Serve determination for the noted site submitted on April 14, 2015. 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.

Conditions of Service

The following conditions of service apply:

- New service(s) may be installed from the water main in Carleton Street. Due to the age of the water main (> 50-years), a second gate valve will be required at the property line on any services 4-inch diameter and larger.
- Water District approval of water infrastructure plans will be required for the project prior to construction. As your project progresses, we advise that you submit any preliminary design plans to MEANS for review of the water main and water service line configuration. We will work with you to ensure that the design meets our current standards.

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 a 6-inch diameter cast iron water main on the easterly side of Carleton Street and a public fire hydrant located 150 feet from the site.

The current data from the nearest hydrant with flow test information is as follows:

Hydrant Location: Carleton Street 20 feet southerly of West Street
Hydrant Number: POD-HYD00028
Last Tested: 1/6/2015
Static Pressure: 50 psi

Residual Pressure: Not Measured
Flow: Not Measured

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. 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

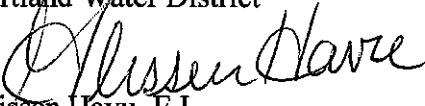
The data noted above indicates there should be adequate pressure and volume of water to serve the domestic water needs of your proposed project.

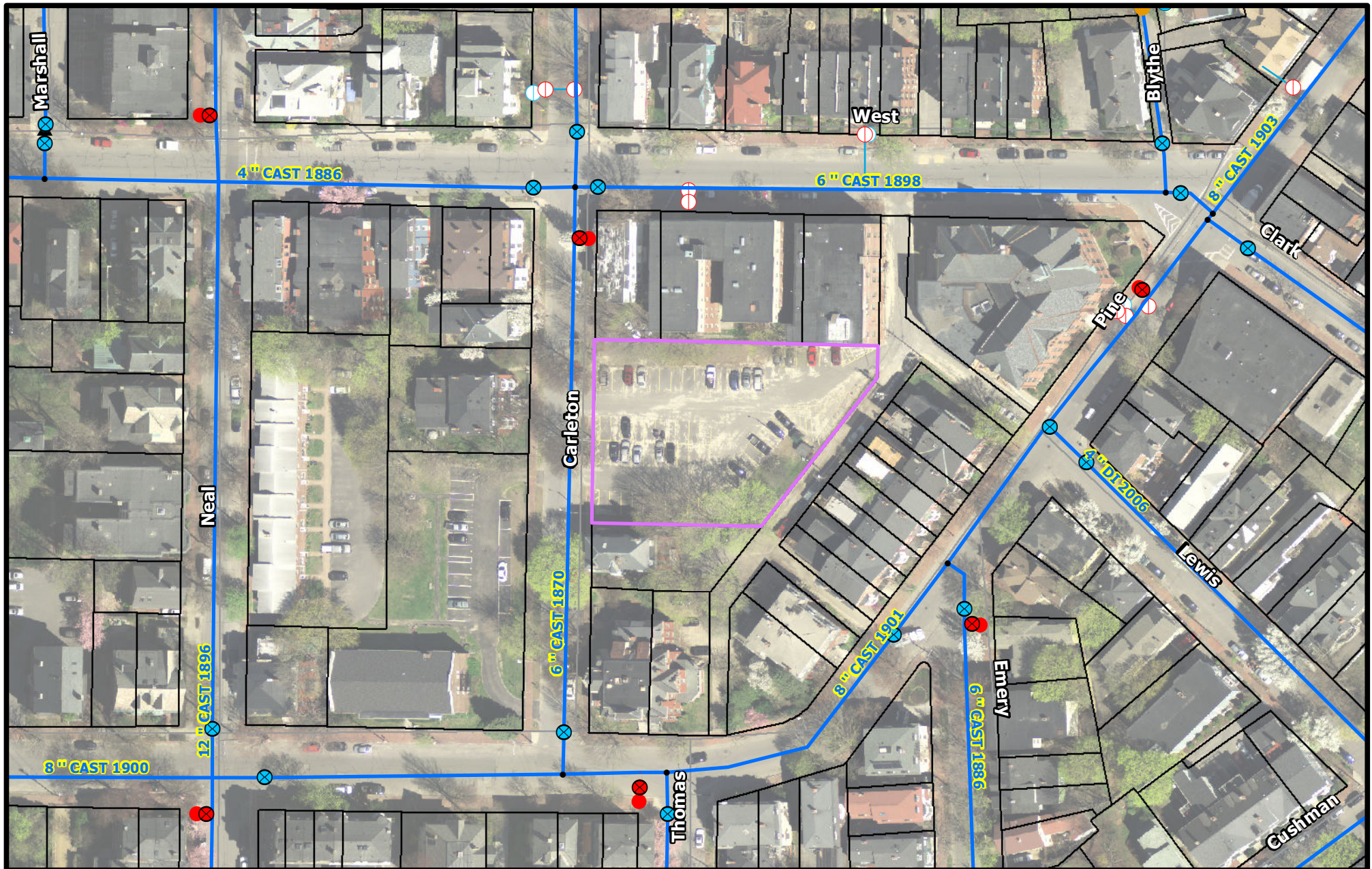
Private Fire Protection Water Needs

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.

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



17 Carleton Street

Portland



PORTLAND WATER DISTRICT
225 Douglass Street
Portland, ME 04104

Scale 0 25 50 100 150 200 Feet 1 inch = 100 feet

Legend

- | | | | |
|----------------|--------------------|--------------------|-----------|
| ● Air Valve | ● Connection | ① Combined Service | ● Manhole |
| ● Blow Off | ● Attribute Change | ① Domestic Service | ● CSO |
| ● By Pass | ▲ Reducer | ① Fire Service | → Gravity |
| ● Distribution | ● Hydrant | ● Private Hydrants | → Force |
| ● Transmission | ● Hydrant Control | ① Meter Pits | |



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: BSJ

Scale: As Noted

Date: April 14, 2015

Neighborhood Meeting

Att. W

May 27, 2015

Dear Neighbor:

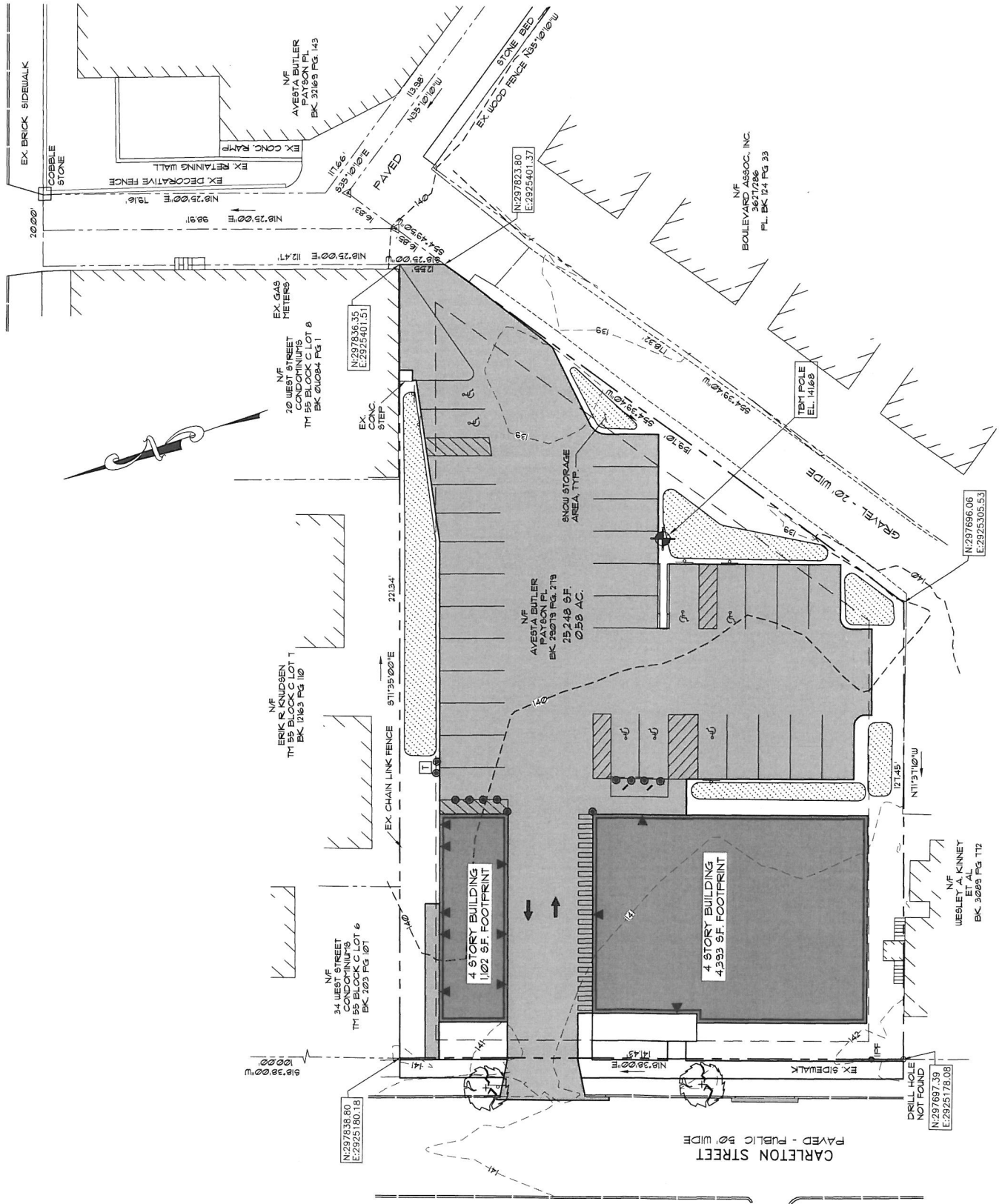
Please join us for a neighborhood meeting to discuss our plans for a 37 unit affordable housing residential building with 31 parking spaces located at 17 Carleton Street.

Meeting Location: Reiche Cafeteria
Meeting Date: June 11, 2015
Meeting Time: 6:00pm

The purpose of this meeting is to introduce the project to our neighbors as part of the City approval process.

If you have any questions, please call Thomas S. Greer, P.E., Pinkham & Greer, Civil Engineers at 207-781-5242 or email him at tgreer@pinkhamandgreer.com.

WEST STREET
PAVED - PUBLIC 60' WIDE



NEIGHBORHOOD MEETING ATTENDEE LIST

17 Carleton Street

June 11, 2015

Name & Address	Name & Address
Thomas S. Greer Pinkham & Greer Civil Engineers 28 Vannah Avenue Portland, ME 04103	Michael Courts & Ellen Manetti 56 West St. Portland, Me. 04102
PAUL STEVENS 21 THOMAS ST. PORTLAND 04102	Daniel Norris Dana McEnry 97 Pine St Portland
LIZ KELLOGG 30 WEST ST #24 P.O. PILGRIM ART.	Jay Kennedy 50 WEST ST #32 PORTLAND, ME 04102
JOSHUA MURPHY 27 THOMAS ST PORTLAND ME 04102	Larry Reenhardt 87 Pine St
Nan Hadden 25 West St Portland 04102	Claudine Grange 95 Pine St Portland, ME 04102
Tim Aquino 196 Pine St	Rosanne Graef 30 Salem St. Portland 04102
DAVID and Claudia Bantz 100 NEAL STREET Portland, ME 04102	Gretchen LAWVER 87 PINE ST PORTLAND 04102
Thomas Watt 290 Baxter Blvd Portland	Sally Jorgelait 51 Thomas St. 04102
DEREK JASKULSKI 50 CARLETON ST PORTLAND	Donna Wood 30 West St. 04102
John Hatcher & Don Kennedy 126 Pine St Portland 04102	Mary Anne Kinney for Wesley Kinney 11 Carleton St / 39 Maple Ln Portland, ME / KNOX, ME 04980

NEIGHBORHOOD MEETING ATTENDEE LIST

17 Carleton Street

June 11, 2015

Name & Address	Name & Address
Thomas S. Greer Pinkham & Greer Civil Engineers 28 Vannah Avenue Portland, ME 04103	Janet MISHOC 30 WEST Apt 41
Will Saunders 50 West St., Portland	Drew Wing - Avesta
Elliot RAPPAPORT 20 WEST ST. #6. 04102 20 WEST ASSOC. PRESIDENT	Darrell & Anne Jones 117 Pine St. #3
MICHAEL VALENTINE 217 VAUGHAN ST; UNIT 6 PORTLAND	TOM & NAN MILLER 102 NEAL ST. APT 15
Mary C. Dougherty 28 Carleton St	TINA DINSMORE 17 LINWOOD STREET CAPE ELIZABETH 04107
IAN JACOB 59 STATE ST	TREVOR WARREN 33 WEST ST
George Silverman 15 West St	ANNE PRINGLE 44 NEAL ST. WESTERN PROM NA
PAUL MCVICAR 20 WEST	Kurt Knudsen
PETER L HALL 64 CARLETON ST	STEPHEN SHAW #1 59 West. St. PORTLAND ME 04102
Michel P. Michaud 129 Pine St.	Phillip Incarnato / VAN AFES 58 WEST ST. 04102

June 11, 2015

[illegible]

Carlton Street Neighborhood Meeting

June 11, 2015

Drew Wing explained who Avesta Housing was, and provided an overview of project.

Tom Greer reviewed site layout, drainage utilities

David Lloyd gave overview of design

Following are comments made after presentation:

1. Are tenants certified, is there a screening process, Answer, yes we requests references from past landlords, do credit checks, and background checks for criminal history, including sex offenders.
2. Tom Geer had a discussion about the sewer capacity and flooding during heavy rains. His response was that the city reviews our application and they have a city wide sewer/storm water separation projects.
3. Can the existing sewers meet the capacity for this building being added to the system, answer yes but some neighbors complained about system being overloaded and having sewers back up.
4. How many people will be in each unit? Answer possibly one or two in one bed units, possibly 2 or 3 in two bed units.
5. How do you know how much parking you need? 1. Answer- A parking analysis will be conducted across a number of properties on the peninsula including our existing properties. It is common for Avesta to request a reduction in the 1:1 parking ratio of .7 parking spaces per unit. We anticipate our actual usage will be less than this.
6. Several people expressed that there is a parking problem in the west end and that this project will exasperate it as the existing 58 cars parking there will no longer be able to park in the lot. Asked if there are parking lease agreements in place. Answer, Avesta leases parking spaces but is unaware of any long term leases or agreements which are tied to parking requirements.
7. Question asked if any of the nearby developments used parking in their lot to receive their approvals. Answer, not to our knowledge.
8. Why can't this be senior housing?
9. One comment that this is not a good fit for the neighborhood this is not a low income neighborhood.

10. Question on how rents are established and income levels required for people living there.
Answer, income levels and the associated rents are established by Maine Housing.
11. Comment that this project is a cash cow for Avesta. Answer, Avesta is a nonprofit with a mission statement to provide affordable housing.
12. Comment that there are 58 air B&B in the west end, where are they going to park?
13. Does this project have restrictive covenants? Answer, yes 45 years for low income.
14. Comments from one gentleman asking about files on neighboring properties like the Butler School and 20 West Street, they can't be found at City Hall.
15. Where do people from 20 West Street Park? Answer, Avesta will share any and all files that it finds in relationship to this project.
16. Where are the people from Butler School going to park? Answer, we believe we have sufficient parking to meet the parking needs of the new development and potentially continue to allow a limited number of Butler cars to use the lot and we have done previously. There is no city parking requirements for the Butler School. We have committed to providing 2 ADA spaces in the lot for the Butler School.
17. Discussion about emergency vehicle access to the site: Tom Greer explained how access to building can be accomplished.
18. Comment of support for economic diversity and that parking in the west end is a city problem not Avesta's to solve.
19. Comments on building, someone does not like 4th floor with copper siding, does not like clapboard on east face of building.
20. Comment why does Avesta want to build here? Answer Avesta is interested in smart growth areas like this site.
21. Comment there is no need for this type of housing.
22. Do you screen potential tenants answer, yes and explained.
23. Comment that allowing units to have access to garden area in front of their unit will lead to a trashy site condition.
24. Where will construction workers park when it is under construction? Answer, not determined at this time.

25. Asked what rents will be. Answer, given in ranges, determined by income advised to look at MSHA web site to see how rents are determined.
26. Question where can I get a handicap parking sticker?
27. Question about water runoff. Answer, Tom Greer went over how water will be collected on site.
28. Questions and concerns about snow storage and removal and noise of trucks removing snow.
29. Have you been to see the site? Answer, yes.
30. What will Avesta pay in Taxes? Could not be answered at this time.
31. Comment that they believe design has improved greatly since last meeting at Historic Preservation but still has a long way to go. Answer, neighbor encouraged to be at next HP meeting to give their input.

Conclusion for architect of neighbors' comments. The building design is moving in the right direction. Neighbors need assurance that existing sewer and storm lines are sufficient for this project. Parking was the biggest concern expressed by the neighbors and their major concern seems to be the loss of the existing 58 parking spaces on site.

8/4/15 - Planning Board Requests for Materials and Responses from Applicant

1. Provide additional explanation on how the proposed storm water storage and infiltration system will reduce flows over the current site conditions in larger storm events. **See Memo and revised storm water reports from Tom Greer dated 8.5.15**
2. Provide explanation and details on how the building will meet the 45' height requirement- **The Architect will present the building height calculations and ordinance at the Public Hearing.**
3. Provide statement from architect on what green features or standards will be incorporated into the project. **See Letter from David Lloyd Dated 8.5.15**
4. Provide an updated parking supply analysis within a 5 minute walk of the site, please note parking restrictions that would impact the count. **Gorrill Palmer is coordinating the study with Tom Errico, results will be provided when they are complete. It should be noted that the applicant feels strongly that the results of the study are not comprehensive to the parking conditions on the West End nor is it the applicant's responsibility to provide a study that is comprehensive. The study was pursued per the suggestion of the planning staff and does demonstrate that parking is available. Exactly how much parking and on what evenings that parking is available is beyond the scope of the study and the responsibility of the applicant.**
5. Provide final site plan with all required details for storm water treatment. – **These plans have been submitted**
6. Provide information regarding the estimated number of workers at Butler School, including those who provide services to the residents. What are the typical hours that they are on site and where do they park? **The Resident Service Coordinator at Butler School verified that there is on average 5 residents who receive services on a regular or daily basis. The majority of these services are conducted over a 1-2 hour time period during the day. We have 1 resident who receives extensive services including full daytime and some nighttime care. The workers utilize on street parking nearby and one of the workers parks at Maine Medical Center. Avesta employees visit the site as needed on a daily basis and park in the Avesta Employee parking space located against the Butler School.**
7. Explain the \$11,204 in avoided impact losses as a result of the TIF. **. Tax Sheltering Benefits**
Municipalities realize "savings" from the tax sheltering effect of TIF Districts. The following direct financial impacts occur when municipal valuation increases:

- State Education Aid is reduced,
- State Municipal Revenue Sharing is reduced, and
- A municipality pays a higher percentage of the County budget.

This amount of "savings" is significant and one of the most important benefits of establishing TIF districts.

For Portland, tax shelter savings is conservatively estimated at 30%, meaning that for every new tax dollar, Portland saves 30 cents which would otherwise be lost for property tax value not included in a TIF district. The \$11,204 in “avoided impact losses” represents this estimated 30%. Portland's total tax shelter savings for all active TIF districts is \$1.6 Million for FYE2014.

8. Explain your tenant application review process. See –“Avesta Screening Criteria Summary”
Avesta’s application process includes qualifying income eligible tenants, landlord references and/or professional references, criminal background checks including Sexual Offender registration and Credit Reports.
9. How many people are Family vs. Individual on the wait list? And the turnover for each group. We do not have a breakdown on family vs. individual for the wait list but the average household size on the waitlist is 1.8. Similarly we do not have turnover rates for Family vs. Individual but our average turnover rate is 18%.

**PINKHAM & GREER
CIVIL ENGINEERS**

28 VANNAH AVE. PORTLAND, ME. 04103
Tel: 207.781.5242 Fax: 207.781.4245

MEMORANDUM

TO: Shukria Wiar
FROM: Tom Greer 
DATE: August 5, 2015
RE: CARLETON STREET, Summary of Stormwater System
FILE: 15108

Shukria,

The stormwater leaving the site is reduced by the infiltration system. In small storms all of the roof runoff is infiltrated. It is stored in the 40'x3.4' deep stone bed and infiltrated into the surrounding soils.

In larger storms, the system will continue to infiltrate roof runoff. It will reduce flows by 11,078 gallons in the 2 yr storm and 15,965 gallons in the 25 year storm.

This system more than offsets the contribution of the wastewater to the sewer system.

cc: Drew Wing, David Margolis-Pineo, David Senus, File

TSG/rjs

STORMWATER MANAGEMENT REPORT
17 CARLETON STREET
PORTLAND, MAINE**Att. Z****July 21, 2015****(Revised July 22, 2015)****(Revised July 28, 2015)****(Revised July 30, 2015)****(Revised August 5, 2015)*****Project Description:***

The existing Carleton Street site consists of 19,245 sq. ft. of parking for 58 cars. The remainder of the 0.58 acre site is landscaped. The proposed 37 unit apartment building will be constructed at the front of the site. The developed site will have 6,970 sq. ft. of roof, 6,054 sq. ft. of landscaping and 12,240 sq. ft. of parking.

Analysis:

The concern of neighbors is peak flow flooding of the sewer during large storm events. The new stormwater management system will have an infiltration system for the runoff from the roof of the building and the flow from the parking will continue to go to the existing catch basin.

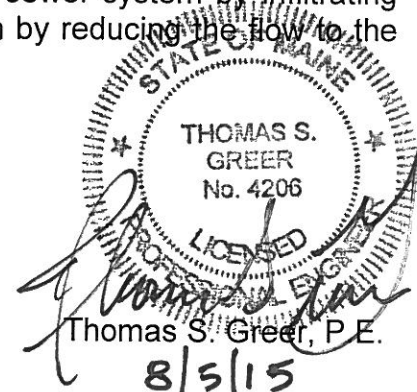
Below is a table showing peak flows for the 1", 2 year, 10 year, and 25 year storm events. The peak flows are reduced and the total volume of flow is reduced in all storms. The infiltration system infiltrates more than 3,000 gallons in any of the storms, well in excess of the 3,000 gallons per day the wastewater generated by the occupants of the building.

TABLE 1

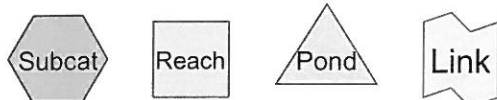
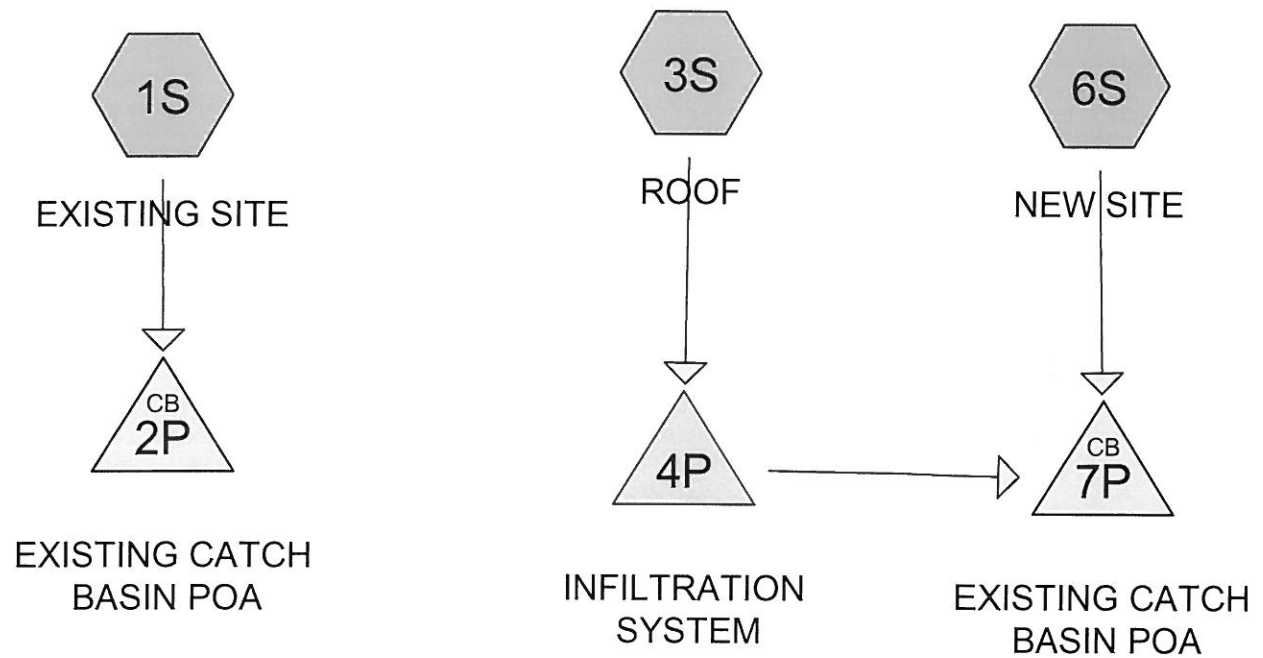
	Peak Flows Cubic Feet Per Second		Total Gallons of Runoff Infiltrated
	Existing	Developed	
Design	0.27	0.15	3,258
2	1.45	0.97	11,078
10	2.48	1.74	14,662
25	2.89	2.26	15,965

Conclusions:

This project minimizes the downstream impacts to the sewer system by infiltrating stormwater. This project will improve the sewer system by reducing the flow to the sewer by 15,965 gallons in the 25 year storm event.



THOMAS S.
GREER
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8/5/15



Summary for Subcatchment 1S: EXISTING SITE

Runoff = 1.45 cfs @ 12.07 hrs, Volume= 0.098 af, Depth> 2.04"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2 YEAR Rainfall=3.00"

	Area (sf)	CN	Description
*	19,245	98	PAVING
*	6,019	74	LANDSCAPING
	25,264	92	Weighted Average
	6,019		23.82% Pervious Area
	19,245		76.18% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry, DIRECT

Summary for Subcatchment 3S: ROOF

Runoff = 0.47 cfs @ 12.07 hrs, Volume= 0.035 af, 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 YEAR Rainfall=3.00"

	Area (sf)	CN	Description
*	6,970	98	ROOF
	6,970		100.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry, DIRECT

Summary for Subcatchment 6S: NEW SITE

Runoff = 0.97 cfs @ 12.07 hrs, Volume= 0.065 af, Depth> 1.86"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 2 YEAR Rainfall=3.00"

	Area (sf)	CN	Description
*	12,240	98	PARKING
*	6,054	74	LANDSCAPED
	18,294	90	Weighted Average
	6,054		33.09% Pervious Area
	12,240		66.91% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry, DIRECT

Summary for Pond 2P: EXISTING CATCH BASIN POA

Inflow Area = 0.580 ac, 76.18% Impervious, Inflow Depth > 2.04" for 2 YEAR event
 Inflow = 1.45 cfs @ 12.07 hrs, Volume= 0.098 af
 Outflow = 1.45 cfs @ 12.07 hrs, Volume= 0.098 af, Atten= 0%, Lag= 0.0 min
 Primary = 1.45 cfs @ 12.07 hrs, Volume= 0.098 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 137.47' @ 12.07 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	136.40'	8.0" Round Culvert L= 20.0' Ke= 0.500 Inlet / Outlet Invert= 136.40' / 136.20' S= 0.0100 '/' Cc= 0.900 n= 0.010

Primary OutFlow Max=1.39 cfs @ 12.07 hrs HW=137.42' (Free Discharge)
 1=Culvert (Inlet Controls 1.39 cfs @ 4.00 fps)

Summary for Pond 4P: INFILTRATION SYSTEM

Inflow Area = 0.160 ac, 100.00% Impervious, Inflow Depth > 2.59" for 2 YEAR event
 Inflow = 0.47 cfs @ 12.07 hrs, Volume= 0.035 af
 Outflow = 0.06 cfs @ 12.63 hrs, Volume= 0.034 af, Atten= 88%, Lag= 33.3 min
 Discarded = 0.06 cfs @ 12.63 hrs, Volume= 0.034 af
 Primary = 0.00 cfs @ 5.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 139.14' @ 12.63 hrs Surf.Area= 150 sf Storage= 506 cf

Plug-Flow detention time= 62.3 min calculated for 0.034 af (100% of inflow)
 Center-of-Mass det. time= 61.5 min (799.9 - 738.5)

Volume	Invert	Avail.Storage	Storage Description
#1	136.10'	950 cf	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
136.10	400	0	0
136.50	150	110	110
139.50	150	450	560
140.00	203	88	648
141.00	400	302	950

Device	Routing	Invert	Outlet Devices
#1	Discarded	136.10'	6.000 in/hr Exfiltration over Surface area Conductivity to Groundwater Elevation = 0.00'
#2	Primary	139.16'	4.0" Round Culvert L= 15.0' Ke= 0.500

Inlet / Outlet Invert= 139.16' / 137.25' S= 0.1273 '/' Cc= 0.900
 n= 0.010
 #3 Primary 140.50' **5.0' long x 2.0' breadth Broad-Crested Rectangular Weir**
 Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00
 2.50 3.00 3.50
 Coef. (English) 2.54 2.61 2.61 2.60 2.66 2.70 2.77 2.89 2.88
 2.85 3.07 3.20 3.32

Discarded OutFlow Max=0.06 cfs @ 12.63 hrs HW=139.14' (Free Discharge)
 ↖ **1=Exfiltration** (Controls 0.06 cfs)

Primary OutFlow Max=0.00 cfs @ 5.00 hrs HW=136.10' (Free Discharge)
 ↖ **2=Culvert** (Controls 0.00 cfs)
 ↖ **3=Broad-Crested Rectangular Weir** (Controls 0.00 cfs)

Summary for Pond 7P: EXISTING CATCH BASIN POA

Inflow Area = 0.580 ac, 76.04% Impervious, Inflow Depth > 1.35" for 2 YEAR event
 Inflow = 0.97 cfs @ 12.07 hrs, Volume= 0.065 af
 Outflow = 0.97 cfs @ 12.07 hrs, Volume= 0.065 af, Atten= 0%, Lag= 0.0 min
 Primary = 0.97 cfs @ 12.07 hrs, Volume= 0.065 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 137.07' @ 12.07 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	136.40'	8.0" Round Culvert L= 20.0' Ke= 0.500 Inlet / Outlet Invert= 136.40' / 136.20' S= 0.0100 '/' Cc= 0.900 n= 0.010

Primary OutFlow Max=0.94 cfs @ 12.07 hrs HW=137.05' (Free Discharge)
 ↖ **1=Culvert** (Barrel Controls 0.94 cfs @ 3.42 fps)

Summary for Subcatchment 1S: EXISTING SITE

Runoff = 2.48 cfs @ 12.07 hrs, Volume= 0.173 af, Depth> 3.59"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10 YEAR Rainfall=4.70"

	Area (sf)	CN	Description
*	19,245	98	PAVING
*	6,019	74	LANDSCAPING
	25,264	92	Weighted Average
	6,019		23.82% Pervious Area
	19,245		76.18% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry, DIRECT

Summary for Subcatchment 3S: ROOF

Runoff = 0.74 cfs @ 12.07 hrs, Volume= 0.055 af, 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 YEAR Rainfall=4.70"

	Area (sf)	CN	Description
*	6,970	98	ROOF
	6,970		100.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry, DIRECT

Summary for Subcatchment 6S: NEW SITE

Runoff = 1.72 cfs @ 12.07 hrs, Volume= 0.119 af, Depth> 3.39"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 10 YEAR Rainfall=4.70"

	Area (sf)	CN	Description
*	12,240	98	PARKING
*	6,054	74	LANDSCAPED
	18,294	90	Weighted Average
	6,054		33.09% Pervious Area
	12,240		66.91% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry, DIRECT

Summary for Pond 2P: EXISTING CATCH BASIN POA

Inflow Area = 0.580 ac, 76.18% Impervious, Inflow Depth > 3.59" for 10 YEAR event
 Inflow = 2.48 cfs @ 12.07 hrs, Volume= 0.173 af
 Outflow = 2.48 cfs @ 12.07 hrs, Volume= 0.173 af, Atten= 0%, Lag= 0.0 min
 Primary = 2.48 cfs @ 12.07 hrs, Volume= 0.173 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 138.88' @ 12.07 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	136.40'	8.0" Round Culvert L= 20.0' Ke= 0.500 Inlet / Outlet Invert= 136.40' / 136.20' S= 0.0100 ' Cc= 0.900 n= 0.010

Primary OutFlow Max=2.38 cfs @ 12.07 hrs HW=138.74' (Free Discharge)
 ↑ **1=Culvert** (Inlet Controls 2.38 cfs @ 6.83 fps)

Summary for Pond 4P: INFILTRATION SYSTEM

Inflow Area = 0.160 ac, 100.00% Impervious, Inflow Depth > 4.15" for 10 YEAR event
 Inflow = 0.74 cfs @ 12.07 hrs, Volume= 0.055 af
 Outflow = 0.37 cfs @ 12.22 hrs, Volume= 0.055 af, Atten= 50%, Lag= 8.7 min
 Discarded = 0.06 cfs @ 12.22 hrs, Volume= 0.045 af
 Primary = 0.31 cfs @ 12.22 hrs, Volume= 0.010 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 139.86' @ 12.22 hrs Surf.Area= 188 sf Storage= 621 cf

Plug-Flow detention time= 56.4 min calculated for 0.055 af (100% of inflow)
 Center-of-Mass det. time= 55.5 min (790.3 - 734.8)

Volume	Invert	Avail.Storage	Storage Description
#1	136.10'	950 cf	Custom Stage Data (Prismatic) Listed below (Recalc)
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
136.10	400	0	0
136.50	150	110	110
139.50	150	450	560
140.00	203	88	648
141.00	400	302	950

Device	Routing	Invert	Outlet Devices
#1	Discarded	136.10'	6.000 in/hr Exfiltration over Surface area Conductivity to Groundwater Elevation = 0.00'
#2	Primary	139.16'	4.0" Round Culvert L= 15.0' Ke= 0.500

Inlet / Outlet Invert= 139.16' / 137.25' S= 0.1273 '/' Cc= 0.900
 n= 0.010
 #3 Primary 140.50' **5.0' long x 2.0' breadth Broad-Crested Rectangular Weir**
 Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00
 2.50 3.00 3.50
 Coef. (English) 2.54 2.61 2.61 2.60 2.66 2.70 2.77 2.89 2.88
 2.85 3.07 3.20 3.32

Discarded OutFlow Max=0.06 cfs @ 12.22 hrs HW=139.85' (Free Discharge)

↑ **1=Exfiltration** (Controls 0.06 cfs)

Primary OutFlow Max=0.30 cfs @ 12.22 hrs HW=139.85' (Free Discharge)

↑ **2=Culvert** (Inlet Controls 0.30 cfs @ 3.49 fps)

↑ **3=Broad-Crested Rectangular Weir** (Controls 0.00 cfs)

Summary for Pond 7P: EXISTING CATCH BASIN POA

Inflow Area = 0.580 ac, 76.04% Impervious, Inflow Depth > 2.67" for 10 YEAR event
 Inflow = 1.74 cfs @ 12.09 hrs, Volume= 0.129 af
 Outflow = 1.74 cfs @ 12.09 hrs, Volume= 0.129 af, Atten= 0%, Lag= 0.0 min
 Primary = 1.74 cfs @ 12.09 hrs, Volume= 0.129 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Peak Elev= 137.81' @ 12.09 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	136.40'	8.0" Round Culvert L= 20.0' Ke= 0.500 Inlet / Outlet Invert= 136.40' / 136.20' S= 0.0100 '/' Cc= 0.900 n= 0.010

Primary OutFlow Max=1.71 cfs @ 12.09 hrs HW=137.77' (Free Discharge)

↑ **1=Culvert** (Inlet Controls 1.71 cfs @ 4.91 fps)

Summary for Subcatchment 1S: EXISTING SITE

Runoff = 2.89 cfs @ 12.07 hrs, Volume= 0.205 af, Depth> 4.23"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25 YEAR Rainfall=5.40"

	Area (sf)	CN	Description
*	19,245	98	PAVING
*	6,019	74	LANDSCAPING
	25,264	92	Weighted Average
	6,019		23.82% Pervious Area
	19,245		76.18% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry, DIRECT

Summary for Subcatchment 3S: ROOF

Runoff = 0.85 cfs @ 12.07 hrs, Volume= 0.064 af, Depth> 4.78"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25 YEAR Rainfall=5.40"

	Area (sf)	CN	Description
*	6,970	98	ROOF
	6,970		100.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry, DIRECT

Summary for Subcatchment 6S: NEW SITE

Runoff = 2.03 cfs @ 12.07 hrs, Volume= 0.141 af, Depth> 4.03"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr 25 YEAR Rainfall=5.40"

	Area (sf)	CN	Description
*	12,240	98	PARKING
*	6,054	74	LANDSCAPED
	18,294	90	Weighted Average
	6,054		33.09% Pervious Area
	12,240		66.91% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry, DIRECT

Summary for Pond 2P: EXISTING CATCH BASIN POA

Inflow Area = 0.580 ac, 76.18% Impervious, Inflow Depth > 4.23" for 25 YEAR event
 Inflow = 2.89 cfs @ 12.07 hrs, Volume= 0.205 af
 Outflow = 2.89 cfs @ 12.07 hrs, Volume= 0.205 af, Atten= 0%, Lag= 0.0 min
 Primary = 2.89 cfs @ 12.07 hrs, Volume= 0.205 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 139.67' @ 12.07 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	136.40'	8.0" Round Culvert L= 20.0' Ke= 0.500 Inlet / Outlet Invert= 136.40' / 136.20' S= 0.0100 '/' Cc= 0.900 n= 0.010

Primary OutFlow Max=2.79 cfs @ 12.07 hrs HW=139.48' (Free Discharge)
 1=Culvert (Inlet Controls 2.79 cfs @ 7.99 fps)

Summary for Pond 4P: INFILTRATION SYSTEM

Inflow Area = 0.160 ac, 100.00% Impervious, Inflow Depth > 4.78" for 25 YEAR event
 Inflow = 0.85 cfs @ 12.07 hrs, Volume= 0.064 af
 Outflow = 0.46 cfs @ 12.20 hrs, Volume= 0.064 af, Atten= 46%, Lag= 7.7 min
 Discarded = 0.07 cfs @ 12.20 hrs, Volume= 0.049 af
 Primary = 0.39 cfs @ 12.20 hrs, Volume= 0.015 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 140.19' @ 12.20 hrs Surf.Area= 240 sf Storage= 690 cf

Plug-Flow detention time= 55.0 min calculated for 0.063 af (100% of inflow)
 Center-of-Mass det. time= 53.9 min (787.9 - 734.0)

Volume	Invert	Avail.Storage	Storage Description
#1	136.10'	950 cf	Custom Stage Data (Prismatic) Listed below (Recalc)
Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
136.10	400	0	0
136.50	150	110	110
139.50	150	450	560
140.00	203	88	648
141.00	400	302	950

Device	Routing	Invert	Outlet Devices
#1	Discarded	136.10'	6.000 in/hr Exfiltration over Surface area Conductivity to Groundwater Elevation = 0.00'
#2	Primary	139.16'	4.0" Round Culvert L= 15.0' Ke= 0.500

Inlet / Outlet Invert= 139.16' / 137.25' S= 0.1273 '/' Cc= 0.900
 n= 0.010
 #3 Primary 140.50' **5.0' long x 2.0' breadth Broad-Crested Rectangular Weir**
 Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00
 2.50 3.00 3.50
 Coef. (English) 2.54 2.61 2.61 2.60 2.66 2.70 2.77 2.89 2.88
 2.85 3.07 3.20 3.32

Discarded OutFlow Max=0.07 cfs @ 12.20 hrs HW=140.19' (Free Discharge)

↑ **1=Exfiltration** (Controls 0.07 cfs)

Primary OutFlow Max=0.39 cfs @ 12.20 hrs HW=140.19' (Free Discharge)

↑ **2=Culvert** (Inlet Controls 0.39 cfs @ 4.46 fps)

↑ **3=Broad-Crested Rectangular Weir** (Controls 0.00 cfs)

Summary for Pond 7P: EXISTING CATCH BASIN POA

Inflow Area = 0.580 ac, 76.04% Impervious, Inflow Depth > 3.23" for 25 YEAR event
 Inflow = 2.26 cfs @ 12.09 hrs, Volume= 0.156 af
 Outflow = 2.26 cfs @ 12.09 hrs, Volume= 0.156 af, Atten= 0%, Lag= 0.0 min
 Primary = 2.26 cfs @ 12.09 hrs, Volume= 0.156 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Peak Elev= 138.54' @ 12.09 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	136.40'	8.0" Round Culvert L= 20.0' Ke= 0.500 Inlet / Outlet Invert= 136.40' / 136.20' S= 0.0100 '/' Cc= 0.900 n= 0.010

Primary OutFlow Max=2.22 cfs @ 12.09 hrs HW=138.48' (Free Discharge)

↑ **1=Culvert** (Inlet Controls 2.22 cfs @ 6.35 fps)

Summary for Subcatchment 1S: EXISTING SITE

Runoff = 0.27 cfs @ 12.08 hrs, Volume= 0.018 af, Depth> 0.37"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr DESIGN Rainfall=1.00"

	Area (sf)	CN	Description
*	19,245	98	PAVING
*	6,019	74	LANDSCAPING
	25,264	92	Weighted Average
	6,019		23.82% Pervious Area
	19,245		76.18% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry, DIRECT

Summary for Subcatchment 3S: ROOF

Runoff = 0.14 cfs @ 12.07 hrs, Volume= 0.010 af, Depth> 0.75"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr DESIGN Rainfall=1.00"

	Area (sf)	CN	Description
*	6,970	98	ROOF
	6,970		100.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry, DIRECT

Summary for Subcatchment 6S: NEW SITE

Runoff = 0.15 cfs @ 12.09 hrs, Volume= 0.010 af, Depth> 0.29"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type III 24-hr DESIGN Rainfall=1.00"

	Area (sf)	CN	Description
*	12,240	98	PARKING
*	6,054	74	LANDSCAPED
	18,294	90	Weighted Average
	6,054		33.09% Pervious Area
	12,240		66.91% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
5.0					Direct Entry, DIRECT

Summary for Pond 2P: EXISTING CATCH BASIN POA

Inflow Area = 0.580 ac, 76.18% Impervious, Inflow Depth > 0.37" for DESIGN event
 Inflow = 0.27 cfs @ 12.08 hrs, Volume= 0.018 af
 Outflow = 0.27 cfs @ 12.08 hrs, Volume= 0.018 af, Atten= 0%, Lag= 0.0 min
 Primary = 0.27 cfs @ 12.08 hrs, Volume= 0.018 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 136.69' @ 12.08 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	136.40'	8.0" Round Culvert L= 20.0' Ke= 0.500 Inlet / Outlet Invert= 136.40' / 136.20' S= 0.0100 '/' Cc= 0.900 n= 0.010

Primary OutFlow Max=0.26 cfs @ 12.08 hrs HW=136.69' (Free Discharge)
 1=Culvert (Barrel Controls 0.26 cfs @ 2.66 fps)

Summary for Pond 4P: INFILTRATION SYSTEM

Inflow Area = 0.160 ac, 100.00% Impervious, Inflow Depth > 0.75" for DESIGN event
 Inflow = 0.14 cfs @ 12.07 hrs, Volume= 0.010 af
 Outflow = 0.06 cfs @ 12.30 hrs, Volume= 0.010 af, Atten= 61%, Lag= 13.5 min
 Discarded = 0.06 cfs @ 12.30 hrs, Volume= 0.010 af
 Primary = 0.00 cfs @ 5.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
 Peak Elev= 136.30' @ 12.30 hrs Surf.Area= 272 sf Storage= 69 cf

Plug-Flow detention time= 9.3 min calculated for 0.010 af (100% of inflow)
 Center-of-Mass det. time= 8.5 min (766.3 - 757.8)

Volume	Invert	Avail.Storage	Storage Description
#1	136.10'	950 cf	Custom Stage Data (Prismatic) Listed below (Recalc)

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
136.10	400	0	0
136.50	150	110	110
139.50	150	450	560
140.00	203	88	648
141.00	400	302	950

Device	Routing	Invert	Outlet Devices
#1	Discarded	136.10'	6.000 in/hr Exfiltration over Surface area Conductivity to Groundwater Elevation = 0.00'
#2	Primary	139.16'	4.0" Round Culvert L= 15.0' Ke= 0.500

Inlet / Outlet Invert= 139.16' / 137.25' S= 0.1273 '/' Cc= 0.900
 n= 0.010
 #3 Primary 140.50' **5.0' long x 2.0' breadth Broad-Crested Rectangular Weir**
 Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00
 2.50 3.00 3.50
 Coef. (English) 2.54 2.61 2.61 2.60 2.66 2.70 2.77 2.89 2.88
 2.85 3.07 3.20 3.32

Discarded OutFlow Max=0.06 cfs @ 12.30 hrs HW=136.30' (Free Discharge)

↑ **1=Exfiltration** (Controls 0.06 cfs)

Primary OutFlow Max=0.00 cfs @ 5.00 hrs HW=136.10' (Free Discharge)

↑ **2=Culvert** (Controls 0.00 cfs)

↑ **3=Broad-Crested Rectangular Weir** (Controls 0.00 cfs)

Summary for Pond 7P: EXISTING CATCH BASIN POA

Inflow Area = 0.580 ac, 76.04% Impervious, Inflow Depth > 0.21" for DESIGN event
 Inflow = 0.15 cfs @ 12.09 hrs, Volume= 0.010 af
 Outflow = 0.15 cfs @ 12.09 hrs, Volume= 0.010 af, Atten= 0%, Lag= 0.0 min
 Primary = 0.15 cfs @ 12.09 hrs, Volume= 0.010 af

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs

Peak Elev= 136.61' @ 12.09 hrs

Device	Routing	Invert	Outlet Devices
#1	Primary	136.40'	8.0" Round Culvert L= 20.0' Ke= 0.500 Inlet / Outlet Invert= 136.40' / 136.20' S= 0.0100 '/' Cc= 0.900 n= 0.010

Primary OutFlow Max=0.15 cfs @ 12.09 hrs HW=136.61' (Free Discharge)

↑ **1=Culvert** (Inlet Controls 0.15 cfs @ 1.56 fps)

STORMWATER DRAINAGE SYSTEM MAINTENANCE AGREEMENT

For SUBDIVISIONS

IN CONSIDERATION OF the site plan and subdivision approval granted by the Planning Board of the City of Portland to the proposed _____ Avesta Housing Development Corp. shown on the Subdivision Recording Plat (Exhibit A) recorded in Cumberland Registry of Deeds in Plan Book ____, Page ____ submitted by Pinkham & Greer, Civil Engineers, and associated Grading & Utilities Plan (Exhibit B) prepared by Pinkham & Greer, Civil Engineers of 28 Vannah Avenue, Portland ME. 04103, dated and pursuant to a condition thereof, Avesta Housing Development Corp. with a principal place of business in Portland, Maine, and having a mailing address of 307 Cumberland Avenue, Portland, ME 04101, the owner of the subject premises, does hereby agree, for itself, its successors and assigns (the “Owner”), as follows:

Maintenance Agreement

That it, its successors and assigns, will, at its own cost and expense and at all times in perpetuity, maintain in good repair and in proper working order the infiltration system and storm drainage piping, (hereinafter collectively referred to as the “stormwater system”), as shown on the Grading & Utilities Plan (C1.3) in Exhibit B and in strict compliance with the approved Inspection and Maintenance of Stormwater Management Facilities prepared for the Owner by Pinkham & Greer, Civil Engineers (Exhibit C) and Chapter 32 of the Portland City Code.

Owner of the subject premises further agrees, at its own cost, to keep a Stormwater Maintenance Log. Such log shall be made available for inspection by the City of Portland upon reasonable notice and request.

Said agreement is for the benefit of the said City of Portland and all persons in lawful possession of said premises and abutters thereto; further, that the said City of Portland and said persons in lawful possession may enforce this Agreement by an action at law or in equity in any court of competent jurisdiction; further, that after giving the Owner written notice and a stated time to perform, the said City of Portland, by its authorized agents or representatives, may, but is not obligated to, enter upon said premises to maintain, repair, or replace said stormwater system in the event of any failure or neglect thereof, the cost and expense thereof to be reimbursed in full to the said City of Portland by the Owner upon written demand. Any funds owed to the City under this paragraph shall be secured by a lien on the property.

This Agreement shall also not be construed to allow any change or deviation from the requirements of the subdivision and/or site plan most recently and formally approved by the Planning Board of the City of Portland.

This agreement shall bind the undersigned only so long as it retains any interest in said premises, and shall run with the land and be binding upon the Owner's successors and assigns as their interests may from time to time appear.

The Owner agrees to record a copy of this Agreement in the Cumberland County Registry of Deeds within thirty (30) days of final execution of this Agreement. The Owner further agrees to provide a copy of this Agreement to any successor or assign and to forward to the City an Addendum signed by any successor or assign in which the successor or assign states that the successor or assign has read the Agreement, agrees to all its terms and conditions and the successor or assign will obtain and forward to the City's Department of Public Services and Department of Planning and Urban Development a similar Addendum from any other successor or assign.

For the purpose of this agreement and release "Owner" is any person or entity who is a successor or assign and has a legal interest in part, or all, of the real estate and any building. The real estate shown by chart, block and lot number in the records on file in the City Assessor's office shall constitute "the property" that may be entered by the City and lienied if the City is not paid all of its costs and charges following the mailing of a written demand for payment to the owner pursuant to the process and with the same force and effect as that established by 36 M.R.S.A. §§ 942 and 943 for real estate tax liens.

Any written notices or demands required by the agreement shall be complete on the date the notice is attached to one or more doors providing entry to any buildings and mailed by certified mail, return receipt requested or ordinary mail or both to the owner of record as shown on the tax roles on file in the City Assessor's Office.

If the property has more than one owner on the tax rolls, service shall be complete by mailing it to only the first listed owner. The failure to receive any written notice required by this agreement shall not prevent the City from entering the property and performing maintenance or repairs on the stormwater system, or any component thereof, or liening it or create a cause of action against the City.

Dated at Portland, Maine this _____ day of _____, 2015.

(name of company)

(representative of owner, name and title)

STATE OF MAINE
CUMBERLAND, ss.

Date: _____

Personally appeared the above-named _____(name and title), and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

Before me,

Notary Public/Attorney at Law

Print name: _____

Exhibit A: Subdivision Plat as recorded

Exhibit B: Approved Grading and Drainage Plan (name of the plan showing the Stormwater System in detail)

Exhibit C: Approved Stormwater Maintenance and Inspection Agreement

REV	DATE	DESCRIPTION
1	5/7/15	ISSUED FOR SUBMISSION & SITE PLAN APPROVAL
2	6/9/15	RECD PERM STAFF REVIEW AND COMMENTS
3	7/9/15	RECD INFILTRATION SYSTEM
4	7/28/15	RECD PERM STAFF REVIEW

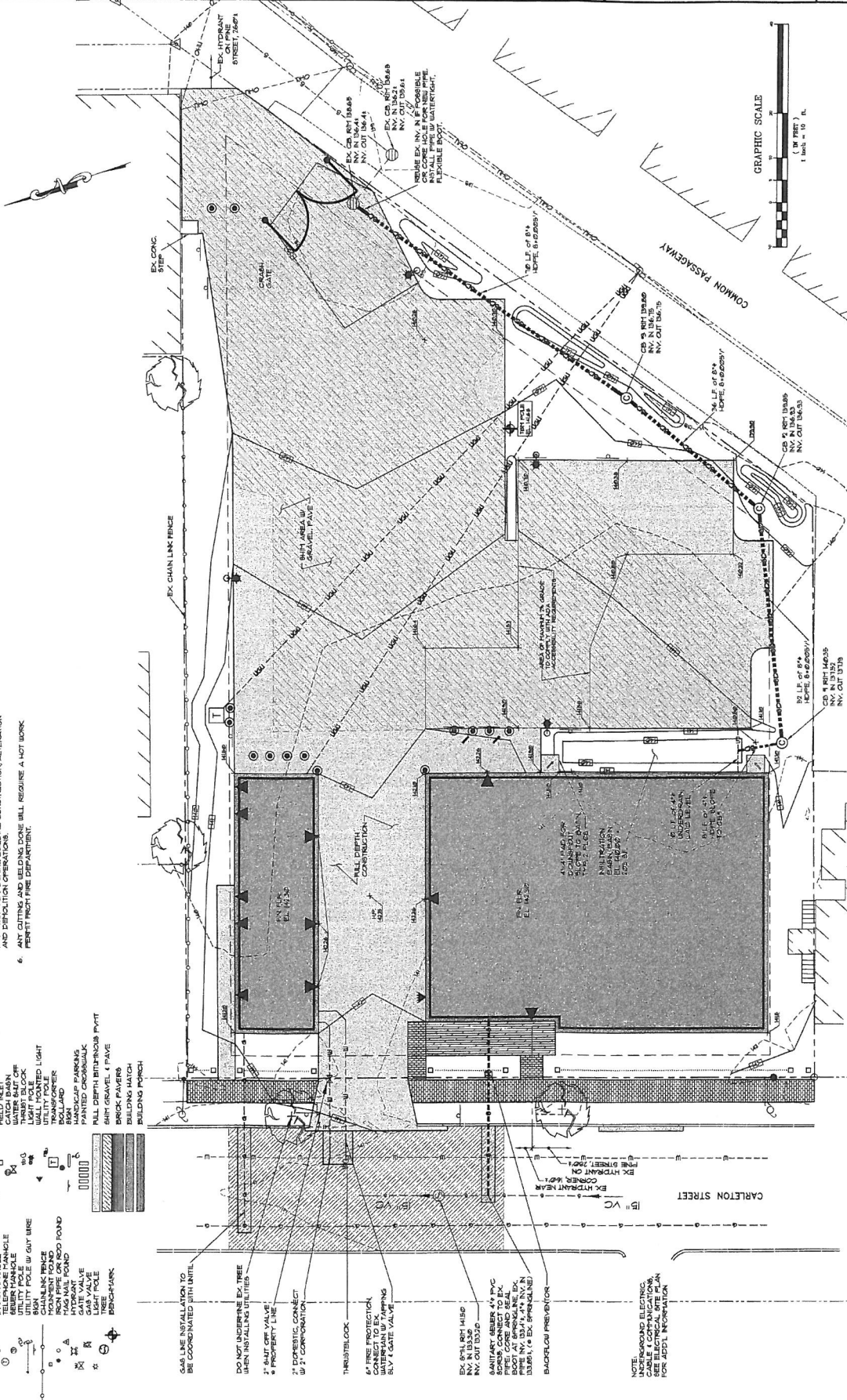


PINHAM & GREEK
CIVIL ENGINEERS

1. FREE ACCESS TO THE BACK OF THE BUILDING, WITH ONE (1) CARLETON STREET, THE OPENING UNDER THE BUILDING THAT BE 20 FEET BY 10 FEET TO PROVIDE TO THIS ACCESS.
2. FREE INTRUDERS SHALL NOT BE ENCLOSED BY ANY OTHER WALLS OR PARTS THAT BE KEPT AT ALL TIMES AROUND THE FREE INTRUDER.
3. IF GATES ARE PLACED, A PORTAL AND FREE DEPARTMENT KNOX PUMP OUT THAT BE PURCHASED BY THE APPLICANT TO ALLOW ACCESS FOR THE FREE DEPARTMENT.
4. IF THE APPLICANT HAS AN EMERGENCY CONTACT INFORMATION, ALL INFORMATION ON THE PROPERTY IN CASE OF AN AFTER-HOURS EMERGENCY.
5. ALL CONSTRUCTION SHALL COMPLY WITH 2008 NPA CHAPTER 16.00 AND 16.01, AND THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND CHARGES FOR THE APPLICANT. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FOR THE FREE DEPARTMENT.

EXISTING

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17 Carleton Street
PORTLAND, MAINE
July 31, 2015

**INSPECTION AND MAINTENANCE
OF STORMWATER MANAGEMENT FACILITIES**

The owner is Avesta Housing Development Corp., 307 Cumberland Avenue, Portland, Maine 04101. The owner will be responsible for the inspection and maintenance of all stormwater management facilities, the establishment of any contract services required to implement the program, and the keeping of records and maintenance log book as described herein. At a minimum, the appropriate and relevant activities for each of the stormwater management facilities should be performed on the prescribed schedule. Periodic inspection and maintenance of these site features and devices is necessary to prevent erosion and remove pollutants from stormwater runoff.

POST CONSTRUCTION MONITORING:

32-38. Post-construction stormwater management plan compliance.

Any person owning, operating, or otherwise having control over a BMP required by a post Construction stormwater management plan shall maintain the BMPs in accordance with the approved plan and shall demonstrate compliance with that plan as follows:

- (a) Inspections. The owner or operator of a BMP shall hire a qualified post-construction stormwater inspector to at least annually, inspect the BMPs, including but not limited to any parking areas, catch basins, drainage swales, detention basins and ponds, pipes and related structures, in accordance with all municipal and state inspection, cleaning and maintenance requirements of the approved post-construction stormwater management plan.
- (b) Maintenance and repair. If the BMP requires maintenance, repair or replacement to function as intended by the approved post-construction stormwater management plan, the owner or operator of the BMP shall take corrective action(s) to address the deficiency or deficiencies as soon as possible after the deficiency is discovered and shall provide a record of the deficiency and corrective action(s) to the department of public services ("DPS") in the annual report.
- (c) Annual report. The owner or operator of a BMP or a qualified post-construction stormwater inspector hired by that person, shall, on or by June 30 of each year, provide a completed and signed certification to DPS in a form provided by DPS, certifying that the person has inspected the BMP(s) and that they are adequately maintained and functioning as intended by the approved post-construction stormwater management plan, or that they require maintenance or repair, including the record of the deficiency and corrective action(s) taken.
- (d) Filing fee. Any persons required to file and annual certification under this

section shall include with the annual certification a filing fee established by DPS to pay the administrative and technical costs of review of the annual certification.

- (e) Right of entry. In order to determine compliance with this article and with the post-construction stormwater management plan, DPS may enter upon property at reasonable hours with the consent of the owner, occupant or agent to inspect the BMPs.

(Ord. No. 35-09/10, 8-17-09)

CATCH BASINS, FIELD INLETS AND DRAIN MANHOLES:

Catch Basins and field inlets are precast concrete structures with sumps and cast iron grates used to collect stormwater and trap heavy sediments. Drain Manholes are similar structures constructed with a channel instead of a sump and a solid cast iron cover instead of a grate. Drain Manholes exist at changes in direction and/or size of storm drain pipe. Catch Basins, field inlets and drain manholes provide access to the closed storm drain system for inspection and maintenance.

Throughout the winter / spring sanding period, inspect catch basins and field inlets monthly and after every significant rainfall event or period of heavy snowmelt. Clean catch basin and field inlet sumps when sediment level is within 3 inches of the outlet pipe invert. Record dates of inspections, observations and maintenance measures implemented (if any) on the forms provided and initial the entry.

Confined space entry safety procedures should be practiced when entering these structures.

DRAIN PIPES:

Drain pipes connect catch basins and field inlets. Inspect drain pipes when inspecting other stormwater maintenance facilities. At least annually make a visual inspection of the pipe. During the daylight you should be able to see light through most pipes as they have been laid to a straight line and grade. In some cases (e.g. pipe runs to a catch basin, or is blocked) you will need a light to inspect pipes.

Clean pipes as necessary. Record inspections on the forms provided noting condition of pipe and any maintenance procedures implemented.

SWALES, DITCHES AND PAVED SURFACES:

Swales, ditches and paved surfaces are easily inspected during a site walk or even a ride-by. Since visual inspection is easy, their condition should be assessed during and/or after significant rainfall events such as thundershowers and periods of heavy or extended rainfall and during periods of significant snowmelt. Any damage or unusual condition such as sedimentation of a ditch, erosion, damaged pavement or dying vegetation should be

recorded, dated and initialed by the inspector when observed. Even if there is no damage, the inspector should make record of these inspections at least twice annually.

Paved surfaces should be visually inspected monthly during the winter. The inspector should pay particular attention to the build up of ice and sand along the edge of the road and remove accumulations that block the free flow of surface runoff to the catch basins. Paved areas should be swept at least once annually. The date and initials of the inspector should be recorded on the forms provided as well as a notation of any cleanup effort that was made.

INFILTRATION BASINS:

Infiltration basins are impoundments designed to temporarily store runoff and release it at a controlled rate. The infiltration basin for 17 Carleton Street is designed to infiltrate stormwater and attenuate peak flow from the project. This basin infiltrates stormwater runoff. The basin is designed to capture and treat rain that falls on the roof of the building the from storms with frequencies of 1" and 2, 10 and 25 year events.

The basin should be inspected semi annually for erosion, destabilization of side slopes, embankment settling and other signs of structural failure, and loss of storage volume due to sediment accumulation. Corrective action should be taken immediately upon identification of problems.

The basin should be maintained to preserve their integrity as impoundment structures; including, but not necessarily limited to, vegetative maintenance (mowing, control of woody vegetation), rodent control, erosion control and repair.

Inspection and maintenance of the basin is critical to the long-term performance of the infiltration basins. In addition to the inspections and maintenance measures described above the depth of water in the infiltration basin should be monitored closely to verify the performance characteristics of the system. This is done by measuring how quickly the basin de-waters following storms and how quickly sediments build up. Sediment buildup is monitored visually. Observations and volume of sediment removed should be recorded in the inspection/maintenance log. The rate at which the basin de-waters is determined by periodically measuring and recording the water level following significant rainfall events and the time of the measurements.

The depth of water in the infiltration basin should be recorded at least twice per day following rainfalls of 2 inches or more in 24 hours throughout the construction period of the project and for one year following completion of the project. Once the performance characteristics of the infiltration basins have been verified, the monitoring schedule can be reduced. Under the reduced schedule water levels should be observed and recorded in the same manner twice per year following significant rainfall events in the spring and fall.

When the permeability of the basin is below 3 inch per hour sediment deposits should be removed from the basin. If permeability is still less than 3 inch/hour the stone is probably plugged with fines or has become compacted. In this case the basin should be excavated

and the stone and topsoil replaced.

Inspections should be documented on forms similar to those provided. The date and initials of the inspector should be recorded as well as a description of conditions and any repair effort. Following significant rainfall events the water depth and times of the measurements should also be recorded.

17 CARLETON STREET
PORTLAND, MAINE

INSPECTION / MAINTENANCE LOG

CATCH BASINS, FIELD INLETS, DRAIN MANHOLES

I: INSPECTED - C: CLEANED - R: REPAIRED

DATE	INITIALS	ACTION	COMMENT
7/31/15	ABC	I, C	EXAMPLE: Remove sand deposits and debris as necessary.

17 CARLETON STREET
PORTLAND, MAINE

INSPECTION / MAINTENANCE LOG

DRAIN PIPES	
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I: INSPECTED - C: CLEANED - R: REPAIRED

[illegible]

17 CARLETON STREET
PORTLAND, MAINE

INSPECTION / MAINTENANCE LOG

SWALES, DITCHES, PAVED SURFACES

I: INSPECTED - C: CLEANED - R: REPAIRED

DATE	INITIALS	ACTION	COMMENT
7/31/15	GHI	I, C	EXAMPLE: Removed sand along the edge of the road. Heavy rain over the weekend.

17 CARLETON STREET
PORTLAND, MAINE

INSPECTION / MAINTENANCE LOG

INFILTRATION BASIN

I: INSPECTED - C: CLEANED - R: REPAIRED

DATE	INITIALS	ACTION	COMMENT
7/31/15	GHI	I, C	EXAMPLE: Units cleaned by ACME, 2 truckloads to Pike.

**STORMWATER MANAGEMENT SYSTEM
MAINTENANCE PROGRAM
SUMMARY CHECKLIST**

Item	Commentary	Frequency			
		Month	Semi-Annual	Annual	Long-Term
Open Swale, Ditches & Inlet Structures	Inspect for debris accumulation, erosion and excessive vegetation. Mow monthly, remove debris, repair and revegetate any area of erosion	X Mow		X	
Pavement	Review for damage and buildup of debris and sand.	X	X Sweep		
Catchbasin and Drain Manholes	Inspect grates to assure optimum water flows into the structures. Inspect sump and catch traps for blockage and sediment accumulation. Clean out sumps.	X Inspect		X Sediment removal	
Pipelines	Inspect for sediment build-up in pipe. Flush and remove as required.			X	
Infiltration System	Mow twice per year. Inspect for erosion.		X		

HOUSEKEEPNG REPORT

**17 CARLETON STREET
PORTLAND, MAINE
July 31, 2015**

Housekeeping:

This project is located in an residential zone. Protection of the groundwater and surface water quality is ensured by having good housekeeping practices and maintenance of the stormwater systems. Spill prevention must be incorporated into the plan. The facility should follow the following steps:

1. Identify any products that if spilled will create contamination of the groundwater.
2. Maintain a list of the materials and keep the MSDS sheets available to all employees.
3. If petroleum products are stored on site, keep absorbent pads available for use in clean up.
4. Post the names and contract information for the employee responsible for environmental matters and the names and contact information of companies to be called in the event of a spill.
5. As part of employee training, inform employees of the procedures for response to environmental matters.
6. No refueling of equipment and vehicles should occur on site.

The maintenance of the landscaping and parking lots should include the sweeping of the parking lots and removal of the materials that may cause dust.

During construction follow the erosion control measures outlined on the plans.

During construction, develop a waste handling program that identified potential contaminates that could be introduced to the environment. Follow hazardous waste rules if any items used are considered a hazardous waste. It is critical to the site that uncontrolled releases be prevented.

This site will not require dewatering of trenches. During construction, monitor stormwater runoff from the equipment and ground areas to minimize contamination of groundwater.

A R C H E T Y P E

Shukria Wiar, Planner

Members of the Portland Planning Board

RE: 17 Carlton Street, Avesta Housing Development

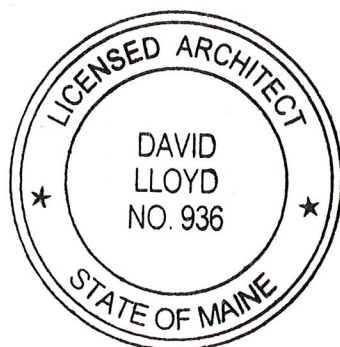
Project # 2015-078

This is to certify that Archetype Architects will be designing the proposed housing project listed above in consideration of energy efficient design or green design meeting the criteria of the following standards

- 1: IBC- 2009 MUBEC
- 2: Maine Housing Quality Standards & Procedures manual 2014 edition
- 3: Design will meet equivalent standards as required to receive Green building standards LEED silver for new construction

Respectfully Submitted August 5, 2015


David Lloyd Architect



Available Parking Evaluation Memo Portland, Maine JN 3008

Project: Carleton Street Apartments - Portland, Maine
Memo Date: August 3, 2015
Prepared By: Randy Dunton, Gorrill Palmer
Distribution: City of Portland, Thomas Errico, Avesta Housing

The purpose of this evaluation is to identify available on-street parking in the neighborhood of the Avesta Housing proposed off Carleton Street in downtown Portland.

Study Area – The study area for this evaluation was considered to be streets within a 5 minute walk of the proposed housing location assuming a walking speed of 3.5 feet per second (provided in the Manual on Uniform Traffic Control Devices). How far a person will walk between a parking space and their destination is not an exact science and can depend on numerous factors. However, based on our past experience a 5 minute walk has been considered acceptable to walk from a parking space to a house. A 5 minute walk at 3.5 feet per second yields a distance of 1,050 feet. This is less than the generally accepted rule of thumb which is typically ¼ mile (1,320 feet). Based on published information such as the attached “How Far Should Parkers Have to Walk?”, National Parking Association, Parking May 2008, 1,050 feet in an outdoor/uncovered environment would be considered between a level of service “B” and “C”, which is acceptable. The study area is highlighted on the attached aerial.

Count Times – The study area was evaluated starting approximately 8:30 PM over three nights (July 28-30th, 2015). This time period was chosen since most people during the week would be expected to be home and parked by that time. During the observations, the number of available parking spaces was noted for each side of the roadway and shown graphically on the attached aerial.

Results – The number of available on-street parking spaces observed and the associated location are shown on the attached aerial. As the aerial shows, there was over 120 available on-street parking spaces within a 5 minute walk of the Avesta Housing site. It should be noted, that this significant number of available on-street parking spaces were available despite many of the streets within the study area having either entire sections or significant portions of the streets posted “no parking”. These locations are identified as follows:

Blyth Ct	Houlton St
Carleton St	Lewis St
Clark St	Pine St
Cushman St	Spruce St
Dow St	Marshall St
Emery St	Walker St

Conclusion – Based on this evaluation, there is a significant number (over 120) of available on-street parking spaces within a 5 minute walk of the proposed Avesta Housing.

Available Parking Spaces
Within a 5 Minute Walk

SITE



Google earth

© 2015 Google

1000 ft



How Far Should Parkers Have to Walk?

By Mary S. Smith, P.E. and Thomas A. Butcher, P.E.

One of the most frequently asked questions in any parking planning process is: How far can we expect people to walk from a parking facility to their ultimate destinations? Yet while most parking consultants will tell you there are generally accepted rules of thumb, no two consultants answer that question in quite the same way.

The primary cause for lack of consensus is that there are different factors that affect different situations. For instance, parking designers usually call for maximum walking distances between 300 and 600 feet for retail customers, but between 1,200 and 1,500 feet for employee parking. Distances increase even more when you look at special event standards: maximum walking distances accepted for theme parks, stadiums and arenas reach as high as 2,000 feet.

One reason we talk in terms of “rules of thumb” is that there are no definitive standards or guidelines for the industry. The most widely quoted reference on pedestrian design in the architectural and transportation press is an older book, *Pedestrian Planning and Design*, by John J. Fruin, PhD, upon which we have relied heavily for this article.

In his book, Fruin asserts that “there are indications that the tolerable limit of human walking distance is more situation-related than energy-related.” The tolerable walking distance for “a given design situation is related to such factors as the trip purpose of the individual, the available time and the walking environment,” Fruin writes.

We would expand Fruin’s list of variables affecting acceptable walking distance to include the types of users, frequency of occurrence or use, the familiarity of the user with the facility, the perception of security, the expectations and concerns of the user, the degree of weather protection provided along the path of travel, the perception or absence of barriers or conflicts along the path of travel, and the cost of alternatives to walking, if any.

Another reason we can rely only on rules of thumb is because until recently, parking facilities were considered to be little more than a necessary evil to any land-use development. As a result, many elements of functional design have been addressed with these rules of thumb, which are applied across the board to every type of parking project.

In recent years, however, property owners and developers have come to recognize that parking is the first and last impression afforded to both visitors and employees. As such, they are becoming increasingly determined to make the parking facility reflect and be compatible with the image of the complex as a whole.

Because each owner has a different vision or mission for the property, the appropriate walking distance and other design parameters will not be the same even for complexes with the same land uses. For example, the neighborhood shopping center will have different parking convenience needs than either a high fashion center or regional mall.

With this change in philosophy, rules of thumb no longer provide adequate guides for parking design.

The LOS Approach

To evaluate the qualitative variables in parking design in a systematic and logical way, Walker Parking Consultants/Engineers has developed the level of service (LOS) approach to parking design. Borrowed from the traffic engineering profession, it allows us to consider a variety of variables affecting acceptability of such design decisions as parking stall and aisle widths, turning radii, entry and exit queuing standards, and sloping of parking floors and express ramps.

The level of service classification system is similar to the grading system used in schools: LOS A is the best or ideal performance; LOS B is good; C is average; and D is below average but minimally acceptable. LOS E is the approximate point of failure, and LOS F describes gridlock conditions.

The LOS system is used to reflect the acceptability by the users of a community of certain parameters. Most roadways that are new or are being improved are designed to attain a LOS of C or better. LOS D is tolerated by commuters in our major urban centers like New York, Los Angeles and Chicago; and efforts to mitigate the conditions would not be initiated until the LOS drops to E or even F. In a small town, a street condition of LOS B may generate an outcry for traffic improvements.

Similarly, issues related specifically to the parking patron can be reflected by the level of service approach. In many cases the specific type of user plays a major role, even within the same land use type. Is the typical user a family going to a theme park (perhaps loaded down with strollers and diaper bags) or a group of adult friends going to a football game? Is it an elderly couple meeting the family at the airport or a business traveler? Are there transportation alternatives for the user? Is the user a shopper who has a number of location choices or a visitor who comes to the site for a specific reason that will not be heavily influenced by parking convenience, such as a visit to a specific doctor? How long is the person going to stay – a few minutes or all day? Are there a variety of parking options at various prices and walking distances such as in a central business district? How often does the user park in the same facility: every day or once a year? Is it a stressful situation, such as hurrying to the airport or going to the hospital, or a more routine commute or shopping trip?

The individual parker's expectations are also important. Is the location suburban or urban? Is the lot an overflow

location at the regional shopping center used only at Christmas season or a lot in front of a strip/convenience center? Is it a special event where congestion and long walking distances, are anticipated or a suburban office park where convenience is part of the marketing of the building to tenants? Is it a corporate headquarters where the image of the corporation is an issue or a speculative office building.

Security also is an element perceived by the user; will he/she be hurrying to traverse the area as quickly as possible, or will the person feel comfortable enough to walk a fairly long distance? Major factors that affect the perception of security include time of day, the neighborhood, the general activity levels and lighting.

With all these different variables, it is easy to see why it has been difficult to set precise standards. We do feel, however, that it is possible to develop such standards.

In each of the above questions and situations, a somewhat better level of service is needed to satisfy the former than the latter types of user. We also might design to different levels of service at different points within the system. For example, we consider that the parking used on average or typical days at shopping centers should be designed for LOS A; for busy Saturdays LOS B should be maintained; and the parking that only gets used for a few hours on the busiest days of the year might be designed for LOS C. We usually design airport parking for LOS A, although, occasionally, we drop to B for long-term, frequent flyer parking.

Other Issues

Other issues affecting walking distance are related to the path of travel itself. Based on our experience and available literature, we have determined there are at least four variables related to path of travel: degree of weather protection, climate, line of sight (can the parker see the destination from the parking space?) and "friction" (interruptions and constraints on the path of travel such as crossing streets with or without traffic signals, and natural and psychological barriers such as railroad tracks or a change in neighborhood).

To fully reflect all path-of-travel variables in a classification of walking distance by level of service would require an overly complex matrix. After some study, however, we found that the degree of weather protection is the most critical variable. We further decided that acceptable walking distances entirely within a parking facility are shorter than those for urban sidewalks, pedestrian bridges or inside buildings such as airports. Because the user of a facility walks down a parking aisle or follows a path between cars to reach the elevator, a high degree of "friction" exists for this system. Also, since parking structures are generally perceived as being less safe than open surface lots, the distinctions between walking within parking lots and structures should be recognized.

Therefore, we have determined the level of service of walking distances for five different types of circumstances. The first three reflect degrees of protection along a dedicated path of travel (i.e., not within a parking facility):

1. **totally unprotected**
2. **covered to reduce the effects of rain or snow**
3. **climate controlled such as in a pedestrian bridge**

The final two categories are:

4. **walking within a surface parking lot**
5. **walking within a parking structure or garage**

The table below presents our recommended gradation of maximum acceptable walking distance for levels of service A through D, which is the lowest level that would be used under design circumstances. We have not tried to determine a distinction between E (the point of failure) and F (gridlock).

Level of Service Conditions	A	B	C	D
Climate Controlled	1,000 ft.	2,400 ft.	3,800 ft.	5,200 ft.
Outdoor/Covered	500	1,000	1,500	2,000
Outdoor/Uncovered	400	800	1,200	1,600
Through Surface Lot	350	700	1,050	1,400
Inside Parking Facility	300	600	900	1,200

Experience has shown that climate in the locality is not a primary factor. There are few, if any, places in the United States that have a truly ideal walking climate year round. Heat can be just as discouraging to walking as cold – rain just as discouraging as snow. Certainly a perfect day increases the acceptable walking distances and would probably increase to the maximum walking distances in climate controlled settings. In the few localities where perfect weather is the year-round norm, we recommend that the climate controlled figures on the table be used.

The maximum walking distance for an unprotected path of travel in a non-parking environment was determined first, using several different types of information.

Fruin's Data

The most important determinant was Fruin's data on the relationship between the walking distance and the proportion of people who choose to walk versus those who choose other modes of travel. This data came from an origin/destination survey at the Port Authority Bush Terminal in midtown-Manhattan. This mid-town terminal situation is probably as close to ideal for studying the point at which an unprotected walking distance goes from being minimally acceptable to unacceptable. With a walking distance of less than 1,000 feet, virtually everyone chose to walk, rather than catch a bus, take a taxi or other available alternatives.

A common criteria for design in the transportation and parking industry is the 85th percentile, i.e., one selects a parameter that is acceptable to 85 percent of the population. Designing for the 100th percentile is excessively expensive; designing for the mean results in problems for 50 percent of the population. In the mid-town bus terminal study, at a distance of about 2,500 feet, 85 percent chose to walk. If the walk was a mile, about half the people chose to walk. Fruin was careful to note that the data was collected on a "fair spring day, resulting in longer walking distances than would otherwise have occurred in New York City."

Fruin compared the above distances to the "severely criticized" maximum walking distances from curbside to gates at such airports as O'Hare (1735 feet), Atlanta (1730 feet), Dallas/Fort Worth (DFW) (1,650 feet) and San Francisco (1,300 feet). Los Angeles, Kennedy, Miami and Detroit each had maximum distances of about 1,100 feet.

The airport walking paths would be primarily in protected, climate controlled spaces. However, people may be hurrying to catch a plane; tired after a long business day; or toting children, strollers and carry-on luggage. Also, the total walking distances from parking space to gate would be substantially longer.

Fruin noted that inter-terminal distances at those airports range from 2,000 to more than 8,000 feet. Some of the inter-terminal pedestrian connections are indoors, while others are unprotected. Most people use the inter-terminal bus service at the longer distances. (It is interesting to note that since publication of Fruin's book, moving sidewalks have been added to O'Hare, both in the terminal and between elevator cores in the garages; and a people-mover has been added to the pedestrian terminal at the American concourse at DFW.)

For special events, several references have cited 1,500 to 2,000 feet as a reasonable walking distance.

For university campuses (usually a LOS C or D condition), our extensive experience with parking studies has found that a significant number of students will walk as far as a mile in good weather, rather than wait for the university shuttle bus. However, the usage of the shuttle system increases sharply in poor weather. The students will not park in distant lots (more than 1,500 to 2,000 feet) at all if shuttle service is not available to provide protection on poor weather days.

City Walking

In cities such as Chicago, anecdotal analysis of commuter walking distances indicates that 1,600 feet is a realistic maximum for LOS D for typical weather conditions.

The LOS A unprotected walking distances in our chart also were derived from sources that cited similar figures.

Several cited an ideal walking distance inside the ring road at major shopping centers as 400 feet; this distance also has been found to be a reasonable walking distance for shoppers in central business districts. One source cited 350 feet as the ideal walking distance for hospital parking.

Therefore, the acceptable maximum unprotected walking distances have been scaled from LOS A of 400 feet to LOS D of 1,600 feet. The protected walking distances were scaled from 500 feet for LOS A to 2,000 feet for LOS D, an increase of 25 percent over the unprotected distances. The fair weather bus terminal study, our experiences with university student parking and the airport data cited by Fruin led us to scale the climate controlled walking distances from 1,000 feet for LOS A to 5,200 feet (just under a mile) for LOS D. We understand that it is considered "ideal" (i.e., LOS A) in the airport industry to provide a moving sidewalk or other people-mover if the walking distance inside the terminal, and thus under climate controlled circumstances, exceeds 1,000 feet.

Where there is friction along the pedestrian path of travel, such as streets to cross and traffic signals, the acceptable walking distance may be reduced by 25 percent or more.

For surface lot walking distances, we have relied on a number of experiences and anecdotes in the design of parking for shopping centers and other uses such as theme parks. We then further discounted the walking

distances within parking structures. It should be noted that the acceptable walking distances we have given are substantially longer than those published by one of the authors because of additional experience gains with mega-structures (more than 3,000 parking spaces) since the book *Parking Structures* was published in 1989.

A path of travel often includes components from several of the above categories and conditions. In these cases acceptable total path is less than the total path in climate controlled circumstances for a LOS one notch below the LOS used for the individual components. For example, an airport to be designed for LOS A would want to have a maximum path of travel of 300 feet from the parking space to the elevator within a parking facility, and a weather-protected path of no more than 500 feet from the elevator lobby to the terminal. There may then be a climate controlled path of no more than 1,000 feet from the entrance to the terminal to the gate. The overall path of travel should not exceed 2,400 feet (LOS B).

This story was originally published in *Parking* magazine in 1994. **Mary S. Smith** is senior vice president at Walker Parking Consultants. She can be reached at mary.smith@walkerparking.com. **Thomas A. Butcher** is executive vice president of Walker Parking Consultants. He can be reached at tom.butcher@walkerparking.com.

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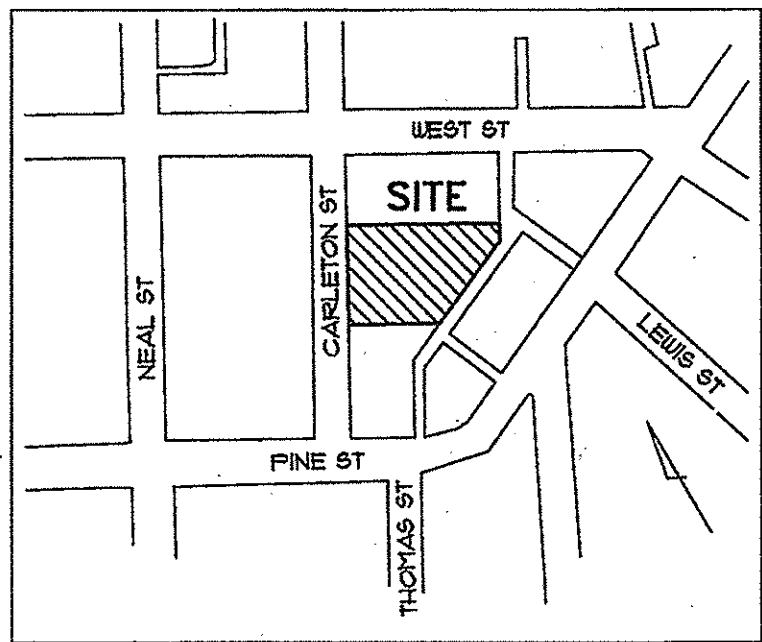
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www.walkerrestoration.com
866.972.2640

See our webpage for career opportunities



LOCATION PLAN

SCALE: 1"=250'

SURVEY PLAN REFERENCES

- PLAN OF LAND IN PORTLAND, MAINE FOR BUTLER-PAYSON CO. DATED NOVEMBER 29, 1916 REVISED THROUGH 3-13-13 BY OWEN HASKELL, INC.
- PLAN MADE FOR JB BROWN ESTATE DATED FEB 1891 RECORDED IN PLAN BOOK 8 PAGE 78.
- ALTA/ACSM LAND TITLE SURVEY AT #11 PINE ST, WEST ST, & CARLETON ST, PORTLAND, CUMBERLAND COUNTY, MAINE MADE FOR HALLKEEN MANAGEMENT DATED NOV. 2, 2004 BY OWEN HASKELL, INC.
- ALTA/ACSM LAND TITLE SURVEY AT #11 PINE ST, WEST ST, & CARLETON ST, PORTLAND, CUMBERLAND COUNTY, MAINE UPDATED FOR BUTLER PAYSON COMPANY DATED MAY 26, 2010, REV. 1 01-09-11, BY OWEN HASKELL, INC.
- ALTA/ACSM LAND TITLE SURVEY AT #11 PINE ST, WEST ST, & CARLETON ST, PORTLAND, CUMBERLAND COUNTY, MAINE UPDATED FOR AVESTA HOUSING DATED OCTOBER 11, 2011 REVISED OCTOBER 20, 2011 BY OWEN HASKELL, INC.

CITY OF PORTLAND SITE PLAN AND SUBDIVISION NOTES

- LANDSCAPING SHALL MEET THE "ARBORICULTURAL SPECIFICATIONS AND STANDARDS OF PRACTICE AND LANDSCAPE GUIDELINES" OF THE CITY OF PORTLAND TECHNICAL AND DESIGN STANDARDS AND GUIDELINES.
- THE ENTIRE SITE SHALL BE DEVELOPED AND/OR MAINTAINED AS DEPICTED ON THE SITE PLAN. APPROVAL OF THE PLANNING AUTHORITY OR PLANNING BOARD SHALL BE REQUIRED FOR ANY ALTERATION TO OR DEVIATION FROM THE APPROVED SITE PLAN, INCLUDING, WITHOUT LIMITATION: TOPOGRAPHY, DRAINAGE, LANDSCAPING, RETENTION OF WOODED OR LAWN AREAS, ACCESS, SIZE, LOCATION, AND SURFACING OF PARKING AREAS AND LOCATION AND SIZE OF BUILDINGS.
- ALL POWERLINE UTILITIES SHALL BE UNDERGROUND.
- SIDEWALKS AND CURBS SHALL BE DESIGNED AND BUILT WITH TYPICAL RAMP AT ALL STREET CORNERS, CROSSWALKS AND DRIVEWAYS IN CONFORMANCE WITH THE CITY OF PORTLAND TECHNICAL AND DESIGN STANDARDS AND GUIDELINES.
- ALL EROSION CONTROL MEASURES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE MAINE EROSION AND SEDIMENT CONTROL BMPs PUBLISHED BY THE BUREAU OF LAND AND QUALITY, MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION, MARCH 2003.
- ALL EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY SITE EXCAVATION OR REGRADING.
- ALL DISTURBED AREAS ON THE SITE NOT COVERED BY BUILDINGS OR PAVED AREAS SHALL BE STABILIZED WITH LOAM AND SEED OR OTHER METHODS AS REQUIRED BY BEST MANAGEMENT PRACTICES (SEE ABOVE).
- PRIOR TO CONSTRUCTION, A PRECONSTRUCTION MEETING SHALL BE HELD AT THE PROJECT SITE WITH THE CONTRACTOR, DEVELOPMENT REVIEW COORDINATOR, PUBLIC WORKS REPRESENTATIVE AND OWNER TO REVIEW THE CONSTRUCTION SCHEDULE AND CRITICAL ASPECTS OF THE SITE WORK. AT THAT TIME, THE SITE/BUILDING CONTRACTOR SHALL PROVIDE THREE (3) COPIES OF A DETAILED CONSTRUCTION SCHEDULE TO THE ATTENDING CITY REPRESENTATIVE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE A MUTUALLY AGREEABLE TIME FOR THE PRECONSTRUCTION MEETING.
- EXISTING VEGETATION SHALL BE CONSERVED IN AREAS SHOWN ON THIS SITE. FENCING OR OTHER PROTECTIVE BARRIERS SHALL BE ERECTED OUTSIDE THE DRIP-LINE OF INDIVIDUAL GROUPINGS OF TREES DESIGNATED FOR PRESERVATION PRIOR TO THE ONSET OF CONSTRUCTION. REGRADING SHALL NOT TAKE PLACE WITHIN THE DRIP-LINE OF TREES DESIGNATED FOR PRESERVATION. NO STORAGE OR CONSTRUCTION MATERIALS SHALL BE PERMITTED WITHIN THE DRIP-LINE OF TREES TO BE PRESERVED.
- SUBDIVISION AT THE TIME OF APPROVAL IS DEFINED AS "SUBDIVISION SHALL MEAN THE DIVISION OF A LOT, TRACT OR PARCEL OF LAND INTO THREE (3) OR MORE LOTS, INCLUDING LOTS OF FORTY (40) ACRES OR MORE, WITHIN ANY FIVE-YEAR PERIOD WHETHER ACCOMPLISHED BY SALE, LEASE, DEVELOPMENT, BUILDINGS OR OTHERWISE AND AS FURTHER DEFINED IN 30-A M.R.S.A. SECTION 4401. THE TERM SUBDIVISION SHALL ALSO INCLUDE THE DIVISION OF A NEW STRUCTURE OR STRUCTURES ON A TRACT OR PARCEL OF LAND INTO THREE (3) OR MORE DWELLING UNITS WITHIN A FIVE-YEAR PERIOD AND THE DIVISION OF AN EXISTING STRUCTURE OR STRUCTURES PREVIOUSLY USED FOR COMMERCIAL OR INDUSTRIAL USE INTO THREE (3) OR MORE DWELLING UNITS WITHIN A FIVE-YEAR PERIOD. THE AREA INCLUDED IN THE EXPANSION OF AN EXISTING STRUCTURE IS DEEMED TO BE A NEW STRUCTURE FOR THE PURPOSE OF THIS PARAGRAPH. A DWELLING UNIT SHALL INCLUDE ANY PART OF A STRUCTURE WHICH, THROUGH SALE OR LEASE, IS INTENDED FOR HUMAN HABITATION, INCLUDING SINGLE-FAMILY AND MULTIFAMILY HOUSING CONDOMINIUMS, TIME-SHARE UNITS AND APARTMENTS."

SNOW CLEARANCE NOTES

- SNOW IS TO BE STORED WITHIN THE SNOW STORAGE AREAS.
- SNOW MAY BE PHYSICALLY REMOVED AND TRANSPORTED OFFSITE IF NECESSARY.
- SNOW TRANSPORTED OFFSITE SHALL BE BROUGHT TO A MAINE DEP APPROVED "SNOW DUMP" OR MEET THE EXEMPTION REQUIREMENTS SPECIFIED WITHIN CHAPTER 513 WHEN THE ABOVE REQUIREMENTS CANNOT BE MET DUE TO AN ABUNDANCE OF SNOW.
- THE SNOW CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO VEGETATION, LANDSCAPING, CURBING, LIGHTING, FENCING ETC. RESULTING FROM THEIR ACTIVITIES.
- THE SNOW CONTRACTOR SHALL USE SALT OR CHLORIDE SUBSTITUTE TO DEICE THE PARKING LOT.
- THE OWNER IS RESPONSIBLE FOR SNOW REMOVAL BEING UNDERTAKEN IN A TIMELY FASHION.

PARKING REQUIREMENTS 31 UNITS

REQUIRED:	
FIRST 3 UNITS:	0
REMAINING 34 UNITS:	34
SHARED CAR BONUS:	-8.0
TOTAL:	26
EXPECTED AFFORDABLE HOUSING NEEDS:	
10% OF OCCUPANTS:	26
NEED SPACES:	26
SHARED CAR BONUS:	-8.0
TOTAL:	18
PROVIDED:	
9'x18' STANDARD SPACES:	21
8'x18' COMPACT SPACES:	3
8'x18' HANDICAP ACCESSIBLE SPACES:	7
TOTAL:	31

① AVESTA IS COMMITTED TO PROVIDING ONE SHARE CAR FOR USE BY THE RESIDENTS OF THIS PROJECT.

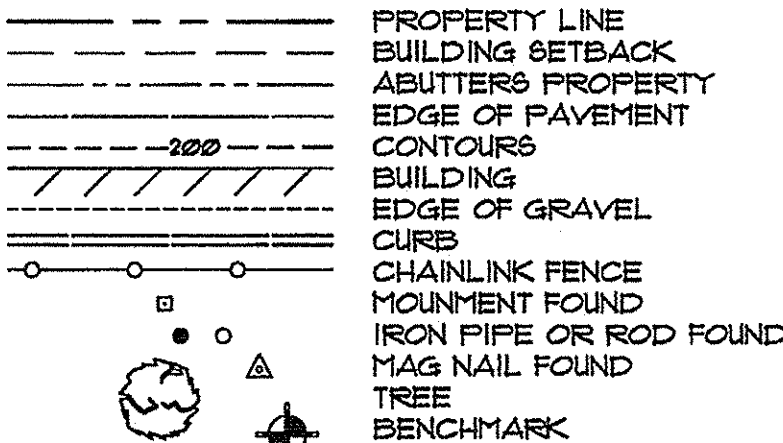
ZONE INFORMATION

ZONE: R-6, RESIDENTIAL PERMITTED USE: MULTI-FAMILY DWELLING		
SPACE STANDARDS	REQUIRED	PROVIDED
MINIMUM LOT SIZE	2,000 SQ. FT.	25,248 SQ. FT.
MINIMUM AREA PER DWELLING UNIT	125 SQ. FT.	685 SQ. FT.①
MINIMUM STREET FRONTAGE	20 FEET	141.43 FEET.
MINIMUM FRONT YARD	5 FEET	5 FEET
MINIMUM REAR YARD	10 FEET	65 FEET
MINIMUM SIDE YARD	10 FEET	10.5 FEET
MAXIMUM LOT COVERAGE	60%	28%
MINIMUM LOT WIDTH	20 FEET	141 FEET
MAXIMUM BUILDING HEIGHT	45 FEET	41 FEET
OPEN SPACE RATIO	20%	25%
OFF STREET PARKING	SEE PARKING REQUIREMENTS	
EXISTING IMPERVIOUS	--	19,248 SQ. FT.
PROPOSED IMPERVIOUS	--	19,210 SQ. FT.

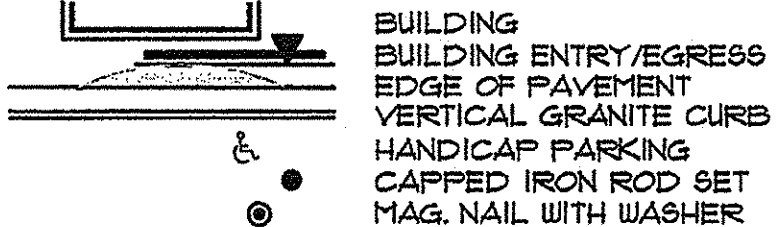
① DENSITY BONUS OF 25% FOR AFFORDABLE UNITS, SECTION 14-488. TOTAL UNITS ALLOWED: 42, UNITS PROVIDED: 31

LEGEND

EXISTING

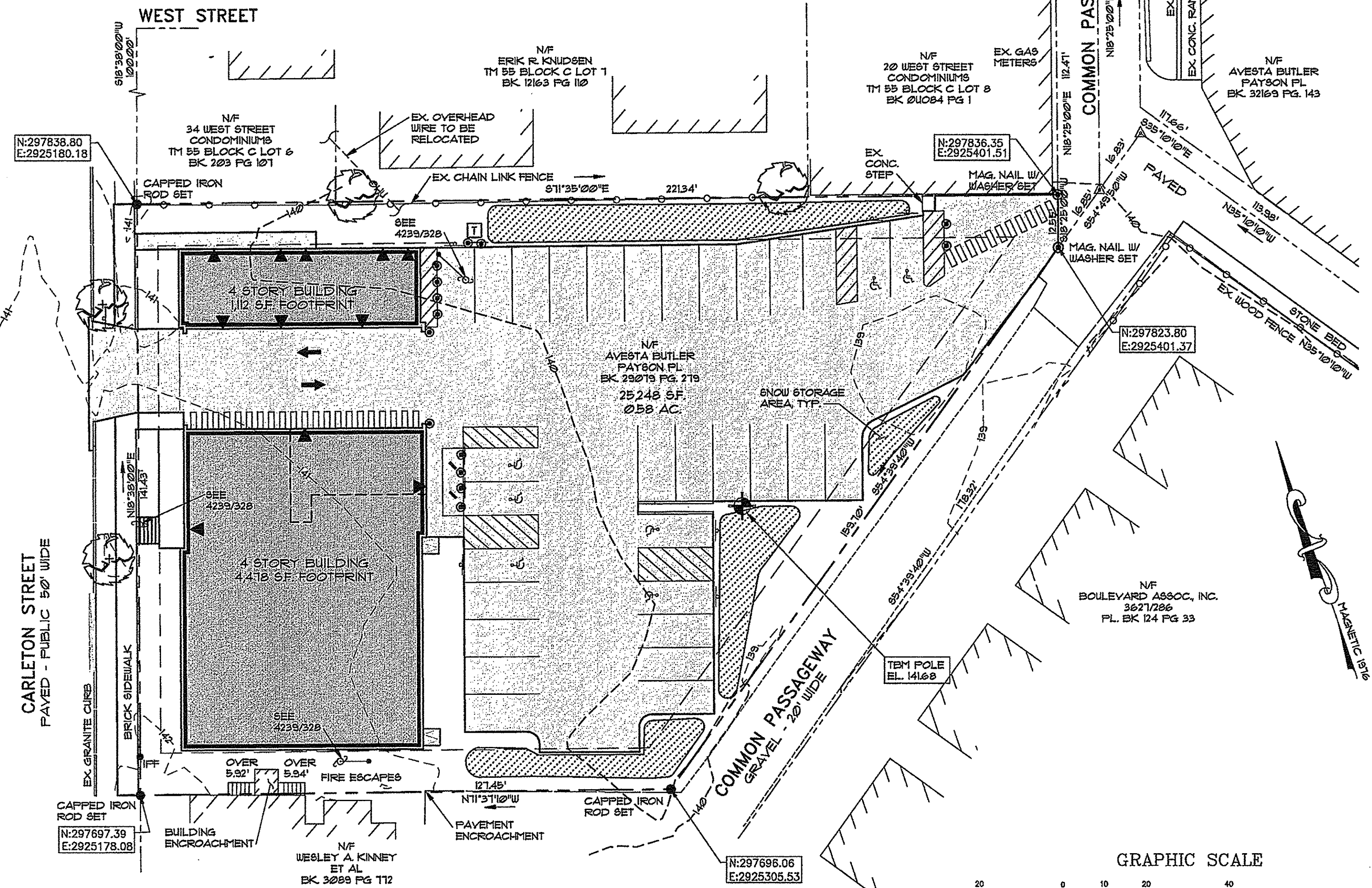


PROPOSED

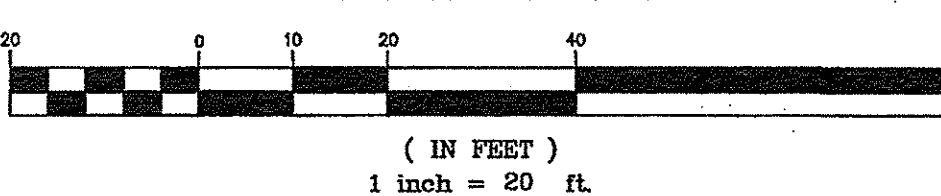


SURVEY GENERAL NOTES

- PARCEL IS SHOWN AS LOTS 4 AND 19, BLOCK A, ON THE CITY OF PORTLANDS ASSESSORS MAP 55.
- BEARINGS ARE BASED ON MARKERS FOUND AS SHOWN ON PLAN REFERENCE 1 AND ARE MAGNETIC 1916.
- THE PARCEL IS LOCATED BY SCALING METHODS, WITHIN ZONE C (AREAS OF MINIMAL FLOODING) AS SHOWN ON THE FLOOD INSURANCE RATE MAP FOR THE CITY OF PORTLAND, MAINE COMMUNITY PANEL NO. 230051-0015B EFFECTIVE DATE JULY 11, 1986.
- COORDINATES AND ELEVATIONS ARE BASED ON CITY DATUM, UTILIZING THE FOLLOWING CITY CONTROL POINTS:
T-104-49-13 N 291931.63 E 2925684.28
3' OFFSET MONUMENT AT THE NORTHEASTERLY CORNER OF CLARK AND PINE STREETS



GRAPHIC SCALE



GENERAL NOTES

- OWNER: AVESTA HOUSING DEVELOPMENT CORP., 307 CUMBERLAND AVENUE, PORTLAND MAINE 04101. DEEDS RECORDED IN CUMBERLAND COUNTY REGISTRY OF DEEDS BK. 32163, PG. 143, DATE MARCH 31, 2015.
- ENGINEER: PINKHAM & GREER CIVIL ENGINEERS, 28 VANNAH AVENUE, PORTLAND, MAINE, 04103.
- ARCHITECT: ARCHETYPE ARCHITECTS, 48 UNION WHARF, PORTLAND, MAINE 04101.
- TOPOGRAPHIC AND BOUNDARY INFORMATION PROVIDED BY OWEN HASKELL, INC. 390 US ROUTE ONE, FALMOUTH, MAINE. REFERENCE IS MADE TO "TOPOGRAPHIC SURVEY AT CARLETON STREET MADE FOR AVESTA HOUSING, 307 CUMBERLAND AVENUE, PORTLAND, MAINE" DATED 4/1/15.
- UNDERLYING SOILS MAPPING TAKEN FROM SOIL CONSERVATION STUDY OF CUMBERLAND COUNTY AND CLASSIFIED AS HICKLEY (HLB), GENERALLY SANDY LOAM, 3-8% SLOPES, HYDROLOGICAL GROUP "A". THE SURFACE OF THE SITE IS CURRENT URBAN LAND.
- ZONE: R-6, RESIDENTIAL, PROPOSED USE: MULTIFAMILY DWELLING
- TAX MAP REFERENCE: MAP 55 / BLOCK A / LOT 4.
- TOTAL PARCEL = 0.58 acres
- UNITS TO BE SERVICED BY PUBLIC WATER, SEWER, AND GAS FROM CARLETON STREET. THESE SERVICES, INCLUDING HYDRANTS, ARE AS SHOWN ON SHEET C13, GRADING AND UTILITIES PLAN.
- POWER, TELEPHONE AND CABLE SERVICES ARE TO BE UNDERGROUND FROM THE COMMON PASSAGEWAY WAY. THESE SERVICES ARE SHOWN ON SHEET C13, GRADING AND UTILITIES PLAN.
- CALL DIG-SAFE PRIOR TO COMMENCING WORK, 1-800-DIG-SAFE.
- ALL WORK WITHIN THE PUBLIC RIGHT OF WAY SHALL MEET CITY OF PORTLAND TECHNICAL MANUAL STANDARDS.
- PROPOSED PARKING SPACES: 32 SPACES.
- THE SUBJECT PARCEL SHOWN AS 11 CARLETON STREET IS SUBJECT TO A CITY OF PORTLAND LEVEL III SITE PLAN AND SUBDIVISION PERMIT.
- DETAILS OF STREET TREES ARE INCLUDED ON THE LANDSCAPE PLAN AS PART OF THE APPROVAL FOR 11 CARLETON STREET SITE PLAN.
- FLOODPLAIN: THIS PROPERTY IS IN ZONE C OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 230051-0015 B, EFFECTIVE DATE JULY 11, 1986. IT IS NOT IN A SPECIAL FLOOD HAZARD ZONE.
- SNOW CLEARANCE REQUIREMENTS ARE AS NOTED ON THIS SHEET UNDER SNOW CLEARANCE NOTES.
- NEW PROPERTY PINS TO BE SET AT THE EXPENSE OF THE DEVELOPER AT THE END OF CONSTRUCTION.
- ALL CONSTRUCTION AND SITE ALTERATIONS SHALL BE DONE IN ACCORDANCE WITH THE "MAINE EROSION AND SEDIMENT CONTROL BMPs" PUBLISHED BY THE BUREAU OF LAND AND WATER QUALITY, MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION, LATEST EDITION, MARCH 2003.
- THIS APPROVAL IS DEPENDENT UPON, AND LIMITED TO, THE PROPOSALS AND PLANS CONTAINED IN THE APPLICATION AND SUPPORTING DOCUMENTS SUBMITTED AND AFFIRMED BY THE APPLICANT AND ANY VARIATION FROM THE PLANS, PROPOSALS AND SUPPORTING DOCUMENTS IS SUBJECT TO REVIEW AND APPROVAL BY THE PLANNING BOARD, EXCEPT FOR DE MINIMIS CHANGES WHICH THE DIRECTOR OF PLANNING AND ZONING MAY APPROVE.

SUBDIVISION CONDITIONS OF APPROVAL

- THAT 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 CONSTRUCTION STORMWATER MANAGEMENT PLAN AND SEDIMENT & EROSION CONTROL PLAN BASED ON CITY STANDARDS AND STATE GUIDELINES. A MAINTENANCE AGREEMENT FOR THE STORMWATER DRAINAGE SYSTEM AS DESCRIBED IN ATTACHMENT ____ OF THIS REPORT, SHALL BE APPROVED BY CORPORATION COUNSEL AND DEPARTMENT OF PUBLIC SERVICES, AND SUBMITTED AND SIGNED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY WITH A COPY TO THE DEPARTMENT OF PUBLIC SERVICES.

WAIVERS

SUBDIVISION PLAT, APPROVED BY THE CITY OF PORTLAND PLANNING BOARD

DATE	
------	--

8/7/15

8/7/15

ADDED SURVEYOR NOTES	REV.	DATE	DESCRIPTION
REV'D INFILTRATION BASIN, BLDG FOOTPRINT & GRADING	5	8/7/15	
REV'D PER STAFF REVIEW	4	8/6/15	
REV'D PER STAFF REVIEW AND COMMENTS	3	7/28/15	
ISSUED FOR SUBDIVISION & SITE PLAN APPROVAL	2	8/20/15	
	1	8/7/15	

AVESTA HOUSING DEVELOPMENT CORP.
307 CUMBERLAND AVENUE
PORTLAND, ME. 04101

17 CARLETON STREET
CARLETON STREET, PORTLAND, MAINE

SUBDIVISION RECORDING PLAT

C1.0

MAPLOT 55/A4

CITY OF PORTLAND
SITE PLAN AND SUBDIVISION NOTES

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- SIDEWALKS AND CURBING SHALL BE DESIGNED AND BUILT WITH TIPDOWN RAMPS AT ALL STREET CORNERS, CROSSWALKS AND DRIVEWAYS IN CONFORMANCE WITH THE CITY OF PORTLAND TECHNICAL AND DESIGN STANDARDS AND GUIDELINES.
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- PRIOR TO CONSTRUCTION, A PRECONSTRUCTION MEETING SHALL BE HELD AT THE PROJECT SITE WITH THE CONTRACTOR, DEVELOPMENT REVIEW COORDINATOR, PUBLIC WORKS REPRESENTATIVE AND OWNER TO REVIEW THE CONSTRUCTION SCHEDULE AND CRITICAL ASPECTS OF THE SITE WORK. AT THAT TIME, THE SITE/BUILDING CONTRACTOR SHALL PROVIDE THREE (3) COPIES OF A DETAILED CONSTRUCTION SCHEDULE TO THE ATTENDING CITY REPRESENTATIVE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE A MUTUALLY AGREEABLE TIME FOR THE PRECONSTRUCTION MEETING.
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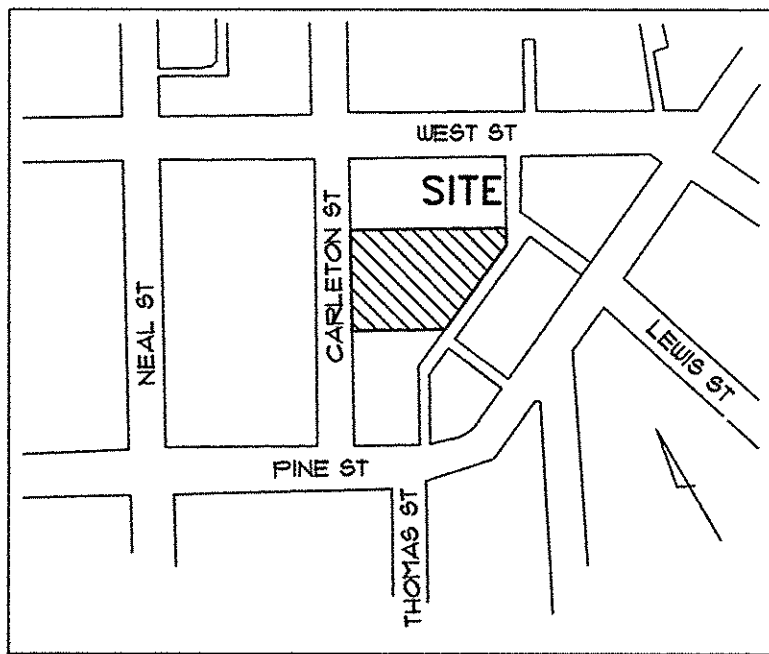
LEGEND

EXISTING

- PROPERTY LINE
- BUILDING SETBACK
- ABUTTERS PROPERTY
- EDGE OF PAVEMENT
- CONTOURS
- BUILDING
- EDGE OF GRAVEL
- CURB
- GAS LINE
- SANITARY SEWER
- STORM DRAIN
- OVERHEAD UTILITY
- UNDERGROUND
- COMMUNICATION CABLE
- WATER LINE
- CATCH BASIN
- DRAIN MANHOLE
- TELEPHONE MANHOLE
- SEWER MANHOLE
- UTILITY POLE
- UTILITY POLE W/ GUY WIRE
- SIGN
- CHAINLINK FENCE
- MONUMENT FOUND
- IRON PIPE OR ROD FOUND
- MAG NAIL FOUND
- HYDRANT
- GATE VALVE
- GAS VALVE
- LIGHT POLE
- TREE
- BENCHMARK

PROPOSED

- EDGE OF PAVEMENT
- VERTICAL GRANITE CURB
- BUILDING
- BUILDING ENTRY/EGRESS
- CATCH BASIN
- DRAIN MANHOLE
- SANITARY MANHOLE
- WATER SHUT OFF
- LIGHT POLE
- WALL MOUNTED LIGHT
- TRANSFORMER
- BOLLARD
- SIGN
- HANDICAP PARKING
- PAINTED CROSSWALK
- BITUMINOUS PAVEMENT
- SHIM GRAVEL & PAVE
- BRICK PAVERS
- BUILDING HATCH
- BUILDING PORCH
- SNOW STORAGE AREAS



LOCATION PLAN

SCALE: 1"=250'

PROJECT DRAWINGS

- C1.0 SUBDIVISION RECORDING FLAT
- C1.1 SITE PLAN
- C1.2 EXISTING CONDITIONS AND DEMOLITION PLAN
- C1.3 GRADING AND UTILITIES PLAN
- C1.4 EROSION CONTROL AND LANDSCAPE PLAN
- C2.1 DETAILS
- C2.2 DETAILS
- C2.3 DETAILS
- C2.4 DETAILS
- A0.1 BUILDING RENDERINGS
- A1.2 BUILDING FLOOR PLANS
- A2.1 BUILDING ELEVATIONS
- 1 ALTA/ACSM LAND TITLE SURVEY

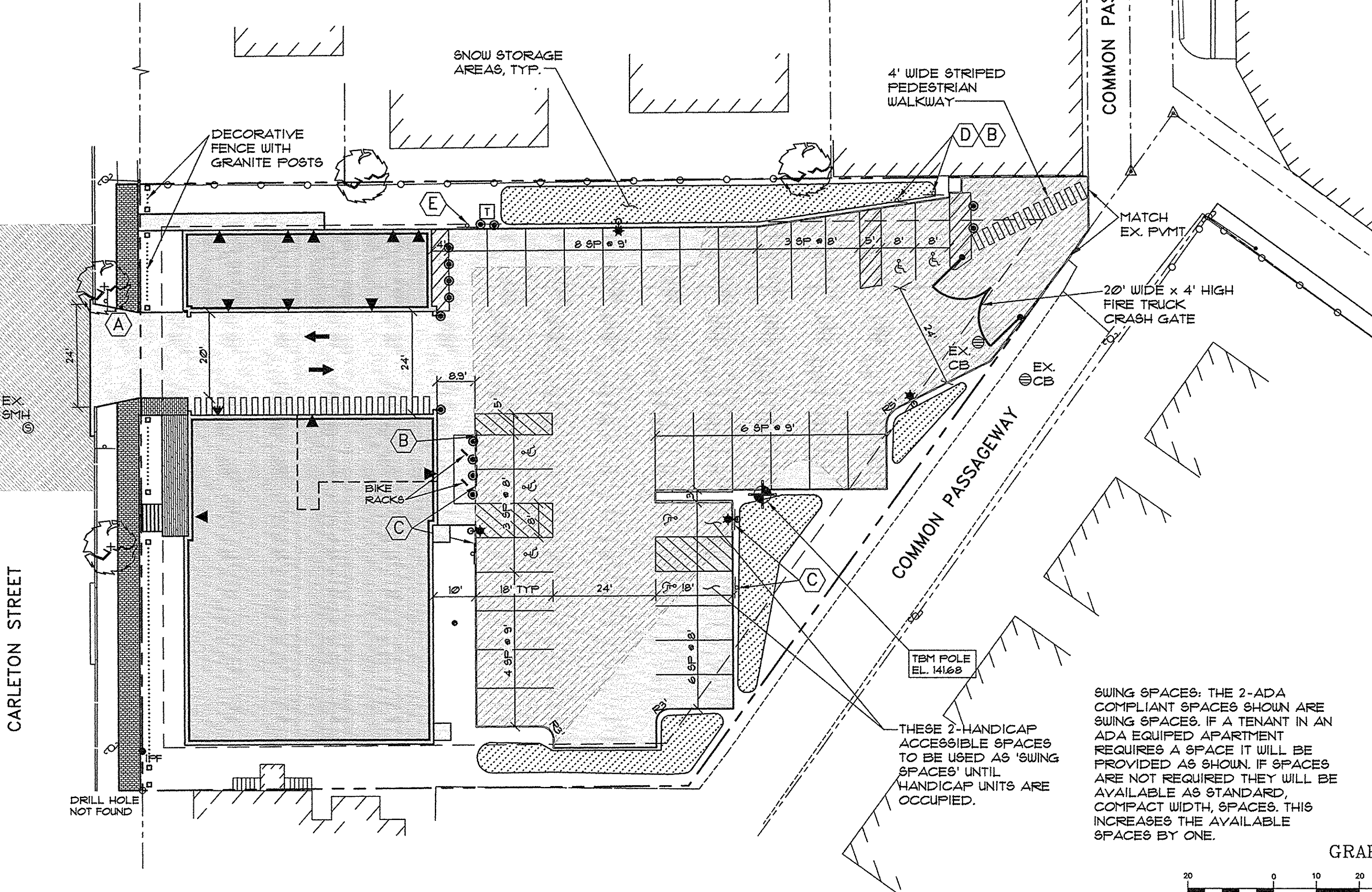
ZONE INFORMATION

- ZONE: R-6, RESIDENTIAL
PERMITTED USE: MULTI-FAMILY DWELLING
- | SPACE STANDARDS | REQUIRED | PROVIDED |
|--------------------------------|--------------------------|----------------|
| MINIMUM LOT SIZE | 2,000 SQ. FT. | 25,248 SQ. FT. |
| MINIMUM AREA PER DWELLING UNIT | 125 SQ. FT. | 685 SQ. FT. ① |
| MINIMUM STREET FRONTAGE | 20 FEET | 141.43 FEET |
| MINIMUM FRONT YARD | 5 FEET | 5 FEET |
| MINIMUM REAR YARD | 10 FEET | 65 FEET |
| MINIMUM SIDE YARD | 10 FEET | 10.5 FEET |
| MAXIMUM LOT COVERAGE | 60% | 28% |
| MINIMUM LOT WIDTH | 20 FEET | 141 FEET |
| MAXIMUM BUILDING HEIGHT | 45 FEET | 41 FEET |
| OPEN SPACE RATIO | 20% | 25% |
| OFF STREET PARKING | SEE PARKING REQUIREMENTS | |
| EXISTING IMPERVIOUS | -- | 19,245 SQ. FT. |
| PROPOSED IMPERVIOUS | -- | 19,210 SQ. FT. |
- ① DENSITY BONUS OF 25% FOR AFFORDABLE UNITS, SECTION 14-488.
TOTAL UNITS ALLOWED: 42, UNITS PROVIDED: 31

GENERAL NOTES

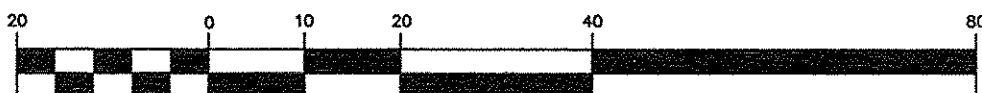
- OWNER: AVESTA HOUSING DEVELOPMENT CORP., 307 CUMBERLAND AVENUE, PORTLAND MAINE 04101. DEEDS RECORDED IN CUMBERLAND COUNTY REGISTRY OF DEEDS BK. 32169, PG. 143, DATE MARCH 31, 2015.
- ENGINEER: PINKHAM & GREER CIVIL ENGINEERS, 28 VANNAH AVENUE, PORTLAND, MAINE, 04103.
- ARCHITECT: ARCHETYPE ARCHITECTS, 48 UNION WHARF, PORTLAND, MAINE 04101.
- TOPOGRAPHIC AND BOUNDARY INFORMATION PROVIDED BY OWEN HASKELL, INC. 390 US ROUTE ONE, FALMOUTH, MAINE. REFERENCE IS MADE TO "TOPOGRAPHIC SURVEY AT CARLETON STREET MADE FOR AVESTA HOUSING, 307 CUMBERLAND AVENUE, PORTLAND, MAINE" DATED 4/7/15.
- UNDERLYING SOILS MAPPING TAKEN FROM SOIL CONSERVATION STUDY OF CUMBERLAND COUNTY AND CLASSIFIED AS HINCKLEY (HLB), GENERALLY SANDY LOAM, 3-8% SLOPES, HYDROLOGICAL GROUP "A". THE SURFACE OF THE SITE IS CURRENT URBAN LAND.
- ZONE: R-6, RESIDENTIAL, PROPOSED USE: MULTIFAMILY DWELLING
- TAX MAP REFERENCE: MAP 55 / BLOCK A / LOT 4.
- TOTAL PARCEL = 0.58 acres
- UNITS TO BE SERVICED BY PUBLIC WATER, SEWER, AND GAS FROM CARLETON STREET. THESE SERVICES, INCLUDING HYDRANTS, ARE AS SHOWN ON SHEET C1.3, GRADING AND UTILITIES PLAN.
- POWER, TELEPHONE AND CABLE SERVICES ARE TO BE UNDERGROUND FROM THE COMMON PASSAGE WAY. THESE SERVICES ARE SHOWN ON SHEET C1.3, GRADING AND UTILITIES PLAN.
- CALL DIG-SAFE PRIOR TO COMMENCING WORK, 1-800-DIG-SAFE.
- ALL WORK WITHIN THE PUBLIC RIGHT OF WAY SHALL MEET CITY OF PORTLAND TECHNICAL MANUAL STANDARDS.
- PROPOSED PARKING SPACES: 32 SPACES.
- THE SUBJECT PARCEL SHOWN AS IT CARLETON STREET IS SUBJECT TO A CITY OF PORTLAND LEVEL III SITE PLAN AND SUBDIVISION PERMIT.
- DETAILS OF STREET TREES ARE INCLUDED ON THE LANDSCAPE PLAN AS PART OF THE APPROVAL FOR IT CARLETON STREET SITE PLAN.
- FLOODPLAIN: THIS PROPERTY IS IN ZONE C OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 230051 0013 B, EFFECTIVE DATE JULY 11, 1986. IT IS NOT IN A SPECIAL FLOOD HAZARD ZONE.
- SNOW CLEARANCE REQUIREMENTS ARE AS NOTED ON THIS SHEET UNDER SNOW CLEARANCE NOTES.
- NEW PROPERTY PINS TO BE SET AT THE EXPENSE OF THE DEVELOPER AT THE END OF CONSTRUCTION.
- ALL CONSTRUCTION AND SITE ALTERATIONS SHALL BE DONE IN ACCORDANCE WITH THE "MAINE EROSION AND SEDIMENT CONTROL BMPs" PUBLISHED BY THE BUREAU OF LAND AND WATER QUALITY, MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION, LATEST EDITION, MARCH 2003.
- THIS APPROVAL IS DEPENDENT UPON, AND LIMITED TO, THE PROPOSALS AND PLANS CONTAINED IN THE APPLICATION AND SUPPORTING DOCUMENTS SUBMITTED AND AFFIRMED BY THE APPLICANT AND ANY VARIATION FROM THE PLANS, PROPOSALS AND SUPPORTING DOCUMENTS IS SUBJECT TO REVIEW AND APPROVAL BY THE PLANNING BOARD, EXCEPT FOR DE MINIMIS CHANGES WHICH THE DIRECTOR OF PLANNING AND ZONING MAY APPROVE.

Plan 2



SWING SPACES: THE 2-ADA COMPLIANT SPACES SHOWN ARE SWING SPACES. IF A TENANT IN AN ADA EQUIPED APARTMENT REQUIRES A SPACE IT WILL BE PROVIDED AS SHOWN. IF SPACES ARE NOT REQUIRED THEY WILL BE AVAILABLE AS STANDARD, COMPACT WIDTH, SPACES. THIS INCREASES THE AVAILABLE SPACES BY ONE.

GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

SITE PLAN, APPROVED BY THE
CITY OF PORTLAND PLANNING BOARD

DATE

AVESTA HOUSING DEVELOPMENT CORP.
307 CUMBERLAND AVENUE
PORTLAND, ME. 04101

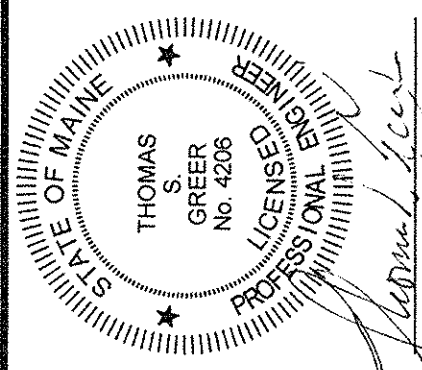
17 CARLETON STREET
CARLETON STREET, PORTLAND, MAINE

C1.1

MAP/LOT 55/A/4

PINKHAM & GREER
CIVIL ENGINEERS

28 VANNAH AVE. PORTLAND, ME. 04103
TEL: 207.781.5242 FAX: 207.781.4245



8/15/15

REV.	DATE	DESCRIPTION
4	8/5/15	REVD INFILTRATION BASIN, BLDG FOOTPRINT & GRADING
3	7/29/15	REVD PER STAFF REVIEW
2	6/30/15	REVD PER STAFF REVIEW AND COMMENTS
1	5/7/15	ISSUED FOR SUBDIVISION & SITE PLAN APPROVAL

SITE PLAN

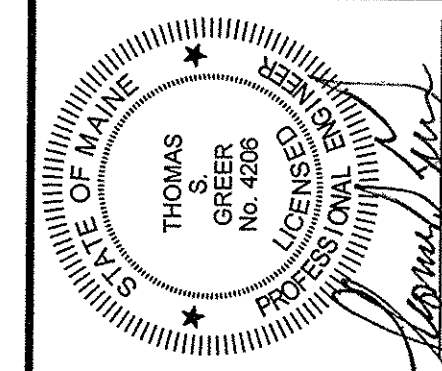
LEGEND

EXISTING

---	PROPERTY LINE
---	BUILDING SETBACK
---	ABUTTERS PROPERTY
---	EDGE OF PAVEMENT
---200---	CONTOURS
---	BUILDING
---	EDGE OF GRAVEL
---	CURB
---	GAS LINE
---	SANITARY SEWER
---	STORMDRAIN
---	OVERHEAD UTILITY
---	UNDERGROUND
---	COMMUNICATION CABLE
---	WATER LINE
---	CATCH BASIN
---	DRAIN MANHOLE
---	TELEPHONE MANHOLE
---	SEWER MANHOLE
---	UTILITY POLE
---	UTILITY POLE W/ GUY WIRE
---	SIGN
---	CHAINLINK FENCE
---	MONUMENT FOUND
---	IRON PIPE OR ROD FOUND
---	MAG NAIL FOUND
---	HYDRANT
---	GATE VALVE
---	GAS VALVE
---	LIGHT POLE
---	TREE
---	BENCHMARK
---	PAVEMENT TO BE REMOVED

Plan 3

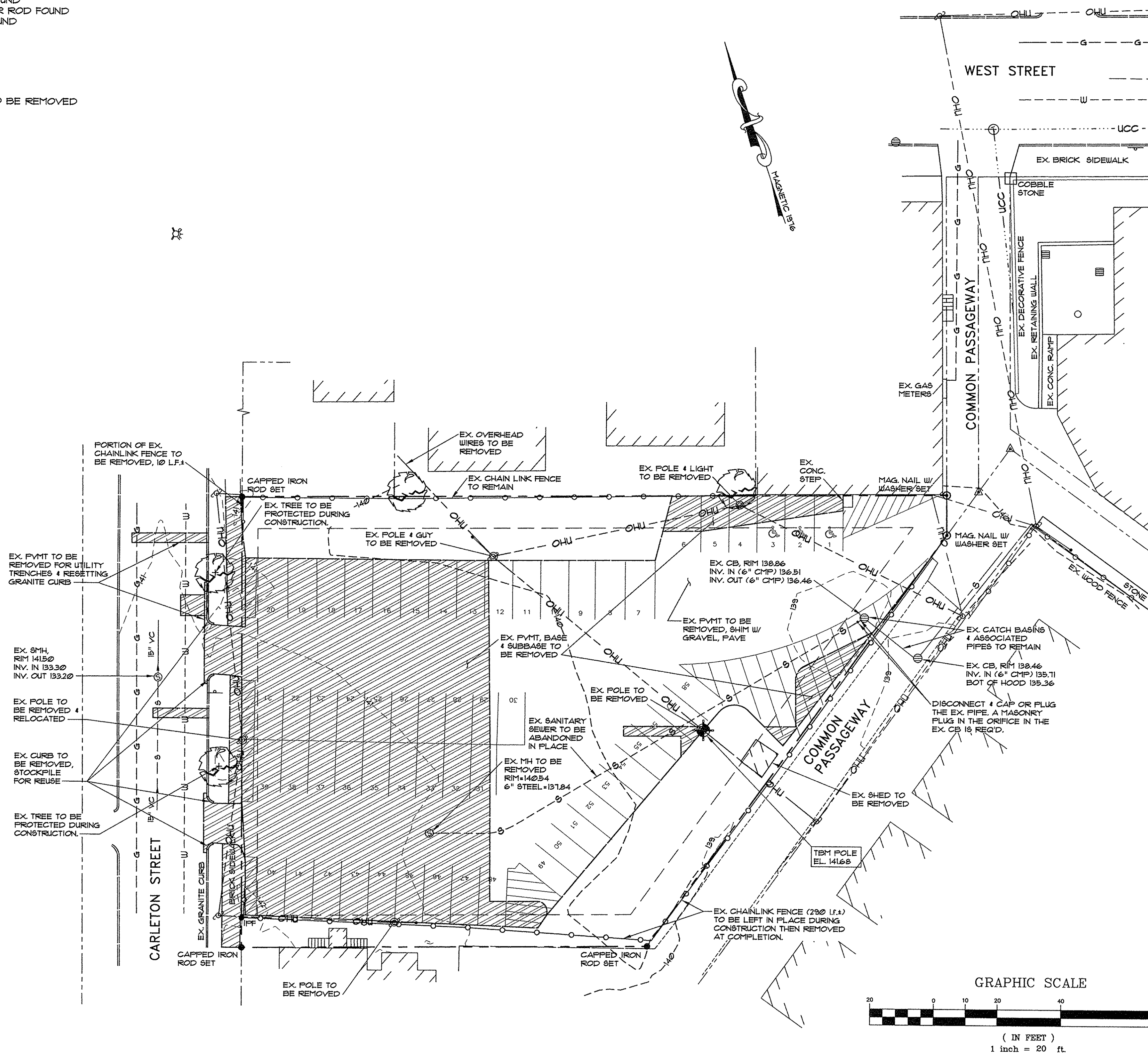
PINKHAM & GREER
CIVIL ENGINEERS
28 WANNAM AVE. PORTLAND, ME 04103
TEL: 207.781.5242 FAX: 207.781.4245



8/7/15

DEMOLITION NOTES

1. ANY UNUSED SERVICE LINES ARE TO BE PROPERLY REMOVED TO THE MAIN CAP EACH IN ACCORDANCE WITH THE APPROPRIATE UTILITY REQUIREMENTS.
2. NOTIFY THE CITY OF PORTLAND ARBORIST TO APPROVE TREE PROTECTION MEASURES OF THE EXISTING TREES.
3. COORDINATE WITH THE ELECTRICAL CONSULTANT PLANS TO MAINTAIN SERVICES TO ADJACENT BUILDINGS.



AVESTA HOUSING DEVELOPMENT CORP.
307 CUMBERLAND AVENUE
PORTLAND, ME. 04101

SCALE: AS SHOWN
DATE: APRIL 10, 2015
PROJECT: 15108
DRN BY: RUS/JDC
DES BY: TSG
CHK BY: TSG

17 CARLETON STREET
CARLETON STREET, PORTLAND, MAINE

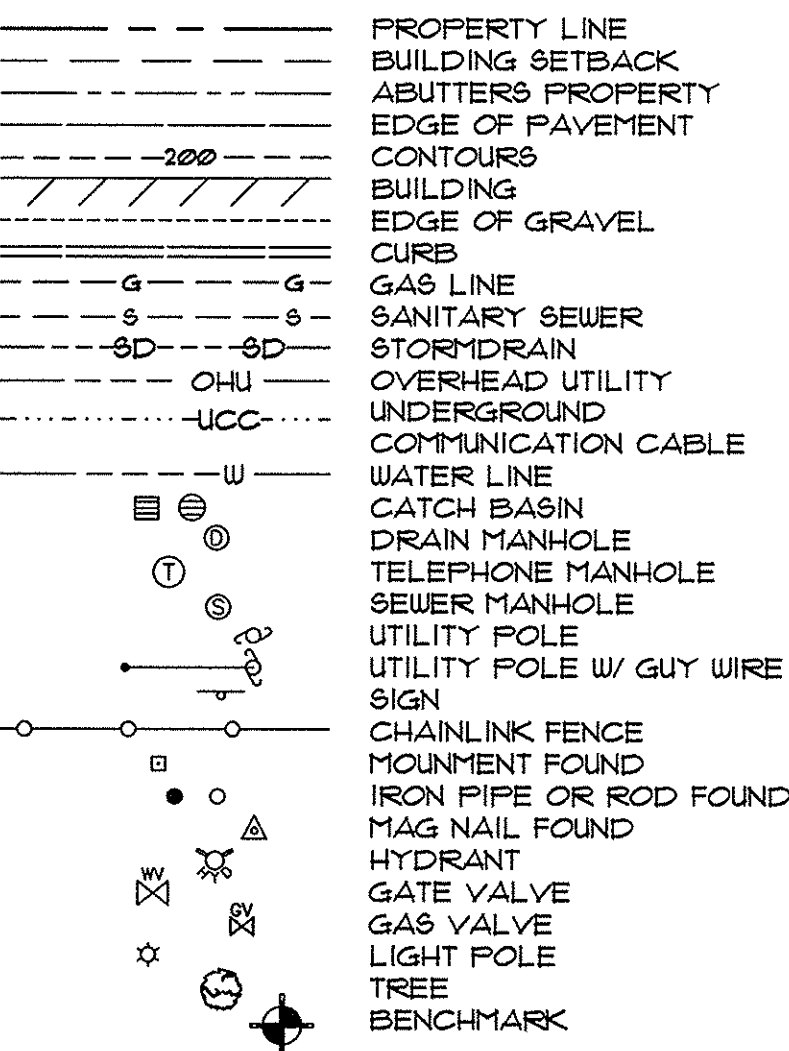
EXISTING CONDITIONS
AND DEMOLITION PLAN

C1.2

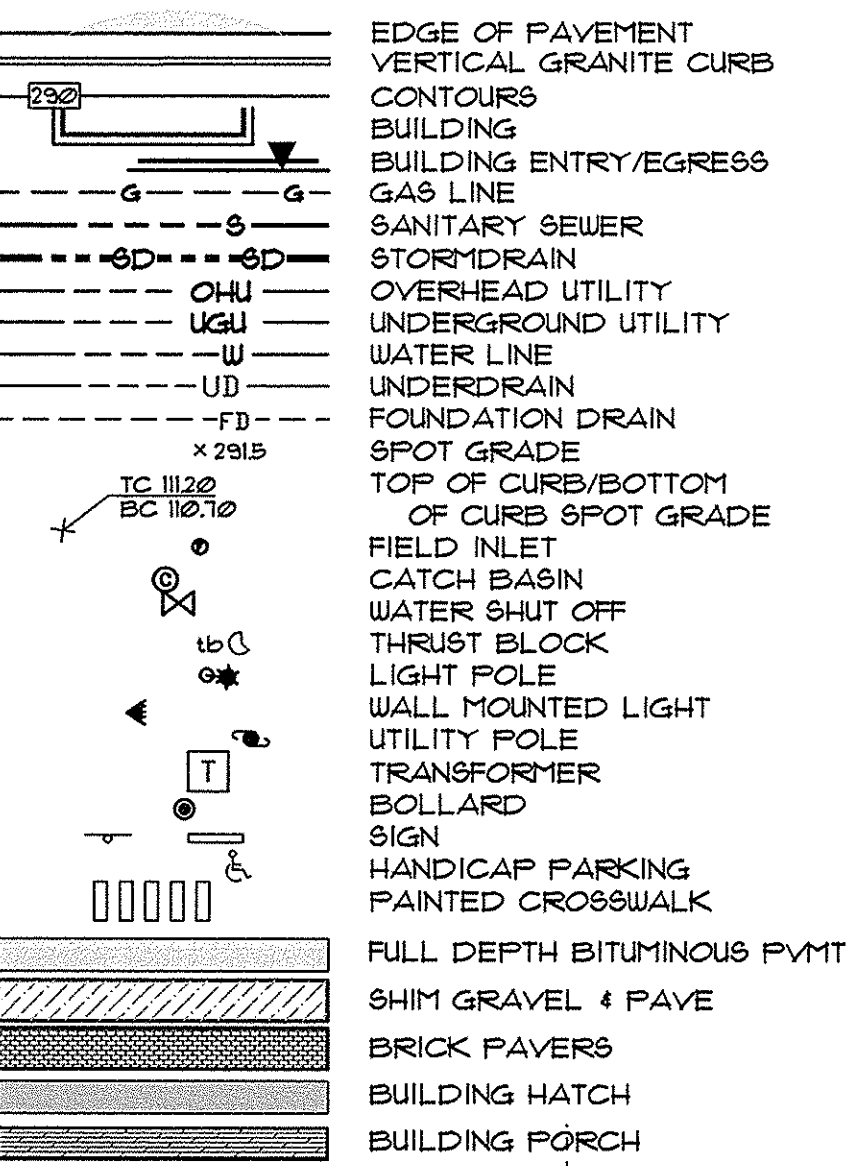
MAP/LOT 55/A4

LEGEND

EXISTING



PROPOSED



FIRE DEPARTMENT SITE REQUIREMENTS

1. FIRE ACCESS TO THE BACK OF THE BUILDING WILL BE OFF OF CARLETON STREET. THE OPENING UNDER THE BUILDING MUST BE 20' WIDE BY 13'9" HIGH TO PROVIDE THIS ACCESS.
2. FIRE HYDRANTS SHALL NOT BE BLOCKED OR ENCLOSED BY FENCING. A 3' FOOT CLEARANCE MUST BE KEPT AT ALL TIMES AROUND THE FIRE HYDRANT.
3. IF GATES ARE LOCKED, A PORTLAND FIRE DEPARTMENT KNOX PADLOCK MUST BE PURCHASED BY THE APPLICANT TO ALLOW ACCESS FOR THE FIRE DEPARTMENT.
4. THE CONSTRUCTION COMPANY'S EMERGENCY CONTACT INFORMATION SHALL BE POSTED ON THE PROPERTY IN CASE OF AN AFTER HOURS EMERGENCY.
5. ALL CONSTRUCTION SHALL COMPLY WITH 2009 NFPA 1 CHAPTER 16 SAFEGUARDS DURING BUILDING CONSTRUCTION, ALTERATION AND DEMOLITION OPERATIONS.
6. ANY CUTTING AND WELDING DONE WILL REQUIRE A HOT WORK PERMIT FROM FIRE DEPARTMENT.

Plan 4

PINKHAM & GREER
CIVIL ENGINEERS
28 WAWAN AVE. PORTLAND, ME. 04103
TEL: 207.781.5542 FAX: 207.781.4245

THOMAS GREER
No. 4205
LICENSED PROFESSIONAL ENGINEER
MAINE

REV.	DATE	DESCRIPTION
6	8/7/15	REVD PER SURVEYOR'S REVIEW
5	8/5/15	REVD INFILTRATION BASIN, BLDG FOOTPRINT & GRADING
4	7/29/15	REVD PER STAFF REVIEW
3	7/29/15	REVD INFILTRATION SYSTEM
2	6/29/15	REVD PER STAFF REVIEW AND COMMENTS
1	5/7/15	ISSUED FOR SUBDIVISION & SITE PLAN APPROVAL

AVESTA HOUSING DEVELOPMENT CORP.
307 CUMBERLAND AVENUE
PORTLAND, ME. 04101

SCALE: AS SHOWN
DATE: APRIL 10, 2015
PROJECT: 15108

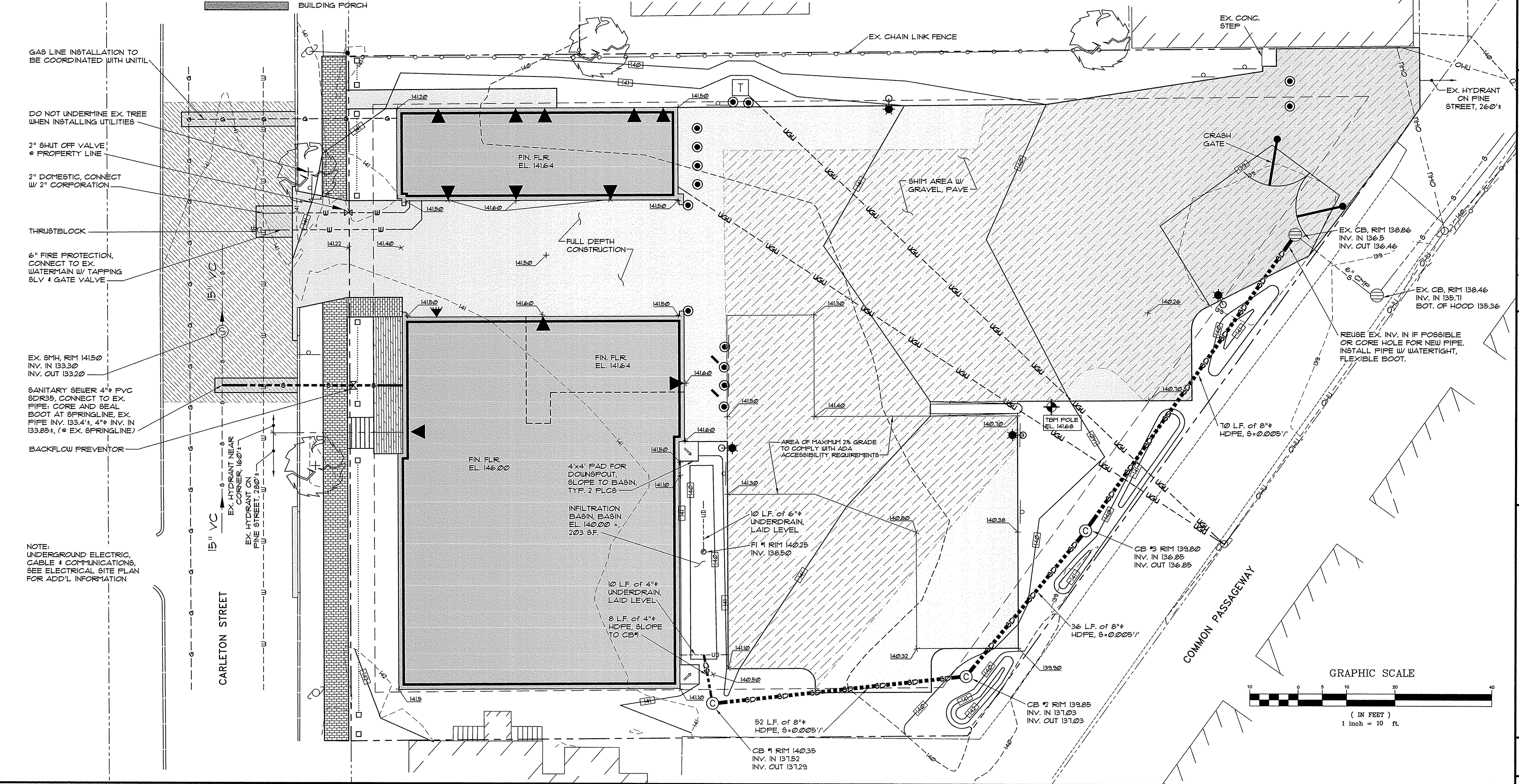
DRN BY: RJS/JDC
DESIGN BY: TSG
CHK BY: 15108

17 CARLETON STREET
CARLETON STREET, PORTLAND, MAINE

GRADING & UTILITIES PLAN

C1.3

MAP/LOT 55A/4



LANDSCAPE NOTES

GENERAL:

1. SAVE EXISTING TREES AS SHOWN. DO NOT CUT OR CLEAR ANY VEGETATION BEYOND THE IMPACT LIMIT LINE.
2. ALL PLANT MATERIALS INSTALLED ARE TO MEET THE SPECIFICATIONS OF THE "AMERICAN STANDARDS FOR NURSERY STOCK" BY THE AMERICAN ASSOCIATION OF NURSERMEN.
3. ALL PROPOSED PLANT LOCATIONS SHALL BE AS SHOWN ON PLANS. CONTRACTOR SHALL VERIFY LOCATION OF ALL UTILITIES PRIOR TO PLANTING AND WILL NOTIFY OWNER'S REPRESENTATIVE IN THE EVENT OF CONFLICTS.
4. PLANT LOCATIONS ARE TO BE SCALED FROM THE LANDSCAPE PLAN UNLESS NOTED OTHERWISE.
5. NO PLANT MATERIAL SHALL BE INSTALLED UNTIL FINAL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
6. FINAL QUANTITY FOR EACH PLANT TYPE IS NOTED IN THE PLANT LIST. THIS NUMBER SHALL TAKE PRECEDENCE IN THE CASE OF ANY DISCREPANCY BETWEEN QUANTITIES SHOWN IN THE LIST AND ON THE PLAN.
7. ANY PROPOSED SUBSTITUTIONS MUST BE APPROVED BY THE OWNER OR THE OWNER'S REPRESENTATIVE.
8. ALL DISTURBED AREAS TO BE LOAMED AND SEEDED.

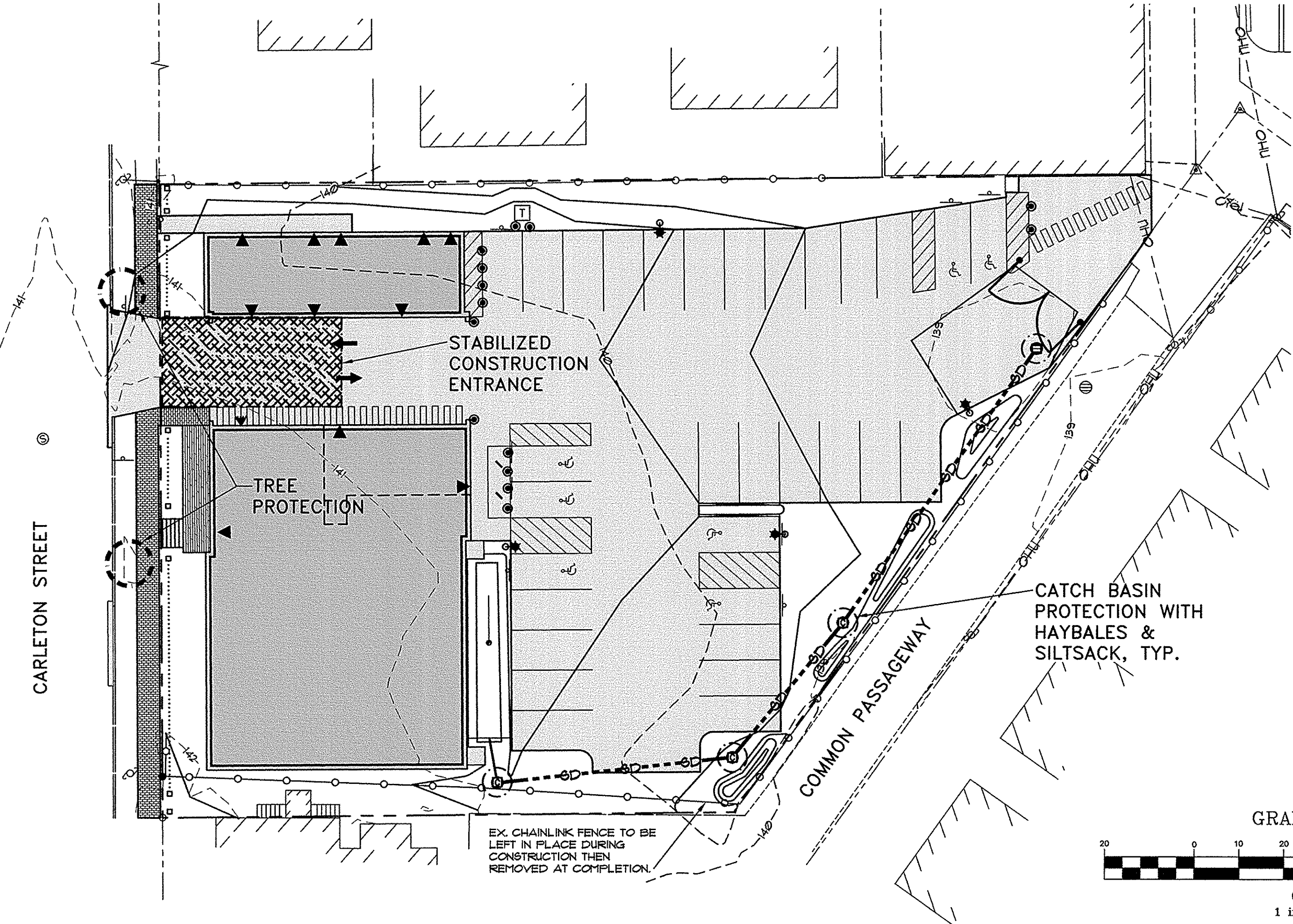
MAINTENANCE:

1. LAWNS: SHALL BE WATERED, FERTILIZED AND MOWN ON A REGULAR BASIS ACCORDING TO SEASON AND RAINFALL, TO PRODUCE A STRONG TURF OF 80% MIN. COVERAGE WITHIN THE FIRST YEAR, FREE FROM SIZABLE THIN OR BARE SPOTS. REGRADING AND RESEEDING WILL BE PERFORMED ON BARE SPOTS UNTIL COVERAGE IS COMPLETE.
2. TREES & SHRUBS: THE ESTABLISHMENT PERIOD SHALL BE TWO CALENDAR YEARS FROM THE DATE OF FINAL ACCEPTANCE. DURING THE ESTABLISHMENT PERIOD THE OWNER OR OWNER'S CONTRACTOR SHALL WATER, CULTIVATE AND PRUNE AS REQUIRED TO MAINTAIN A HEALTHY GROWING CONDITION.
3. AT THE END OF THE ESTABLISHMENT PERIOD AND UPON SUBSEQUENT ANNUAL INSPECTIONS, PLANTS WHICH HAVE DIED OR FAILED TO THRIVE SHALL BE REPLACED WITH EQUIVALENT SIZE AND SPECIES. AFTER THE CONTRACTOR'S GUARANTEE PERIOD HAS ENDED, IT IS THE OWNER'S RESPONSIBILITY TO MAINTAIN AND REPLACE PLANTINGS.
4. TREES, SHRUBS AND LAWNS WHICH ARE NOT IRRIGATED WITH AN AUTOMATIC SPRINKLER OR DRIP SYSTEM SHALL BE THOROUGHLY WATERED ON A REGULAR BASIS DURING PERIODS OF BELOW AVERAGE RAINFALL. SOIL SHOULD BE SAMPLED AT A DEPTH OF 12" AND IF DRY, WATER TO DEPTH OF 24".
5. MULCH IS TO BE MAINTAINED AT A DEPTH TO COMPLETELY COVER THE SOIL AND TO PRESERVE MOISTURE AND MINIMIZE WEEDS.
6. TREES, SHRUBS AND LAWNS SHALL BE FERTILIZED ANNUALLY AND TREATED WITH INSECTICIDES AND/OR FUNGICIDES AS REQUIRED FOR CONTINUED HEALTHY GROWTH.
7. SUCKERS, WEEDS, AND DEAD WOOD SHALL BE REMOVED ON A SEASONAL BASIS, AND SHRUBS SHALL BE PRUNED TWICE A YEAR ACCORDING TO THE REQUIREMENTS OF EACH SPECIES (I.E. SOME SPECIES SHOULD NOT BE PRUNED AT ALL). SHRUBS SHALL NOT BE PRUNED INTO INDIVIDUALS BUT ALLOWED TO GROW INTO A MASS.
8. WHERE TREES ARE LOCATED NEAR SIDEWALKS OR PARKING LOTS, THE CANOPY SHALL BE LIMBED UP TO PROMOTE SAFE CLEARANCE TO 8' ABOVE GRADE.
9. LAWN AREAS SHALL BE MOWN AS OFTEN AS NECESSARY TO KEEP LAWNS TO A 2 1/2 - 3" HEIGHT, AND AERATED ON A SEASONAL BASIS.
10. BEDS AND LAWN EDGES SHALL BE REGULARLY TRIMMED AND EDGED.
11. PERENNIAL AND ANNUAL BEDS SHALL BE DESIGNED, PLANTED AND MAINTAINED FOR SEASONAL COLOR AND INTEREST. ANNUALS MAY BE INCORPORATED TO A MAXIMUM LIMIT OF 25% OF THE BED AREA OF MAINTAINED BEDS FROM MAY 15 THROUGH NOVEMBER 15. PERENNIAL BEDS SHALL BE WATERED AS REQUIRED FOR HEALTHY PLANT GROWTH, AND WEEDED AND DEADHEADED ON A MONTHLY BASIS.

SUGGESTED SEQUENCE OF CONSTRUCTION TO CONTROL EROSION:

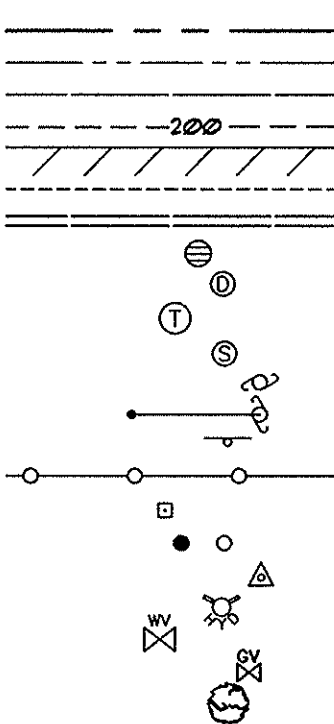
THIS SEQUENCE OF CONSTRUCTION IS A GENERAL GUIDE TO THE CONTRACTOR. ACTUAL CONSTRUCTION PRACTICES WILL DICTATE VARIATIONS IN THE ORDER OF MAJOR EVENTS.

1. INSTALL SILTATION PROTECTION ON BASINS. (PRIOR TO ANY STRIPPING OF TOPSOIL OR OTHER EARTHWORK)
2. CLEAR AND GRUB WORK AREAS. TEMPORARILY SEED AREAS NOT TO BE WORKED ON WITHIN 14 DAYS.
3. BEGIN EARTHWORK FOR PARKING AND BUILDING FOUNDATION. INSTALL AND PROTECT STORM DRAINAGE SYSTEM.
4. BEGIN BUILDING CONSTRUCTION.
5. ROUGH GRADE PARKING AREAS.
6. FINE GRADE ALL PARKING AND DRIVEWAY SIDE SLOPES AND ROUGH GRADE REMAINDER OF SITE.
7. RESEED OR TEMPORARILY SEED ANY AREA WHICH WILL BE LEFT UNDISTURBED FOR MORE THAN 14 DAYS.
8. COMPLETE FINE GRADING AND PAVING OF WALKS AND PARKING AREAS.
9. FINE GRADE, LOAM SEED AND FERTILIZE REMAINDER OF SITE.
10. REMOVE TEMPORARY SOIL EROSION MEASURES.

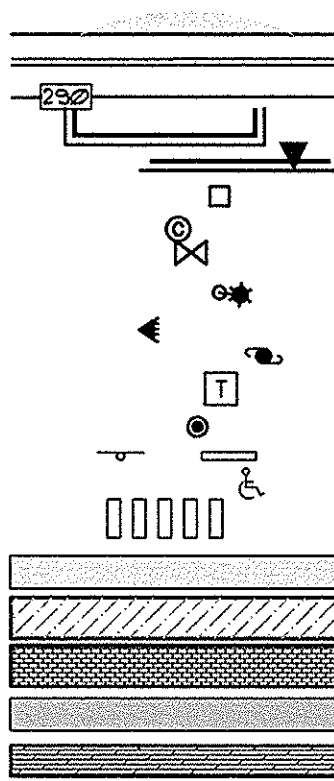


LEGEND

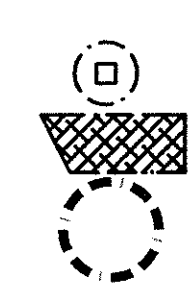
EXISTING



PROPOSED

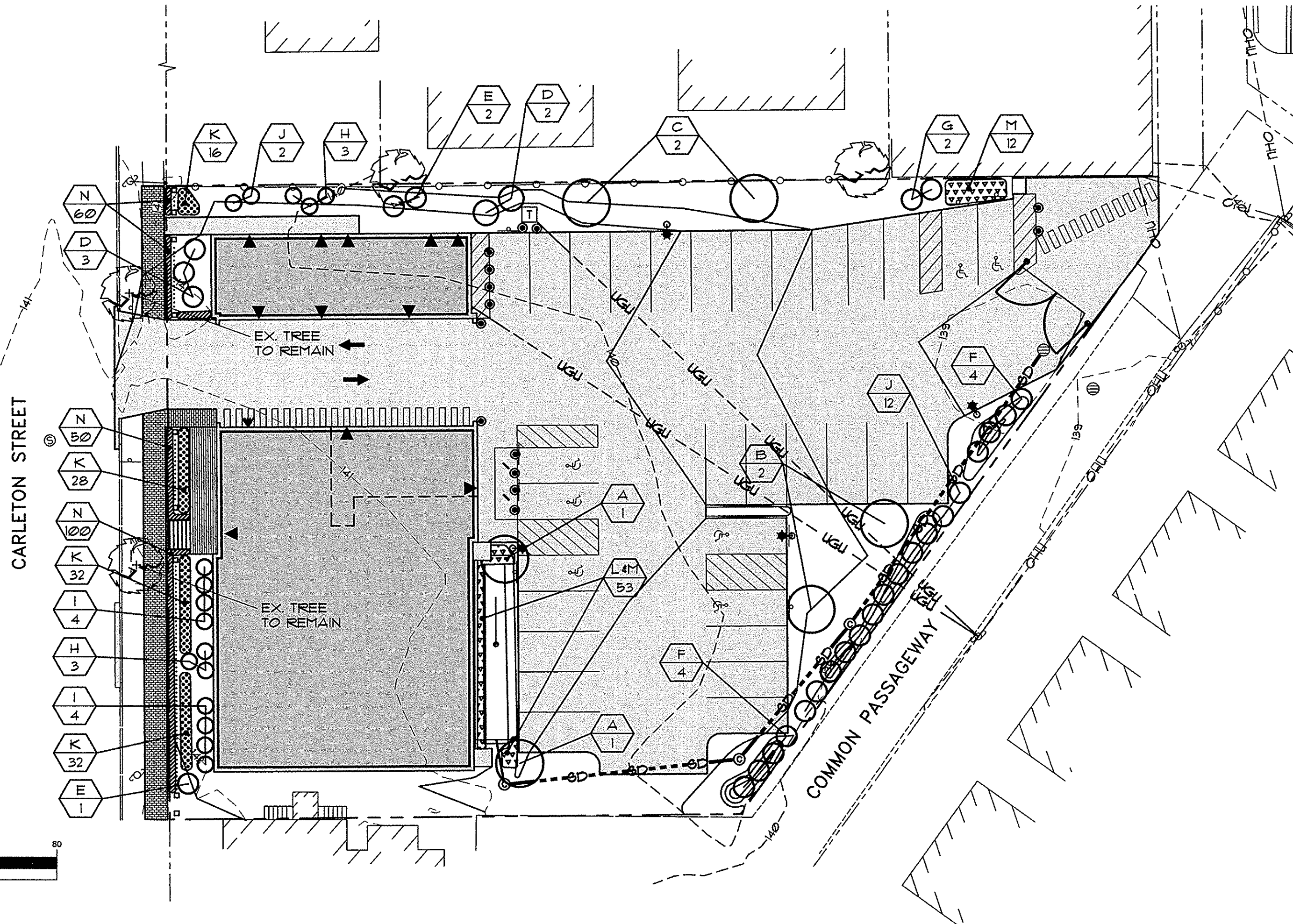


EROSION CONTROL



PLANT LIST

SYMBOL	COMMON NAME/BOTANICAL NAME	SIZE	QUANTITY	ROOT	NOTES
A	Pagoda Dogwood / <i>C. Alternifolia</i>	5'-6' tall	2	B4B	
B	Paperbark Maple / <i>A. Griseum</i>	7'-8' tall	2	B4B	Single Trunk
C	Hophornbeam / <i>Ostrya Virginiana</i>	2 1/2" Cal.	2	B4B	
D	Blackhaw Viburnum / <i>V. Prunifolium</i>	4'-5' tall	5	B4B	
E	Corneliancherry Dogwood / <i>C. Mas</i>	5'-6' tall	3	B4B	3 Trunks
F	Amur Privet / <i>L. Amurensis</i>	4' tall	8	B4B	3 Canes min.
G	Common Lilac / <i>S. Vulgaris</i>	4'-5' tall	2	B4B	Purple Blossoms
H	Blue billow Hydrangea / <i>H. serrata</i> 'Blue billow'	#3	6	Cont.	
I	Viburnum / <i>V. Plicatum Tomentosum</i> 'summer snowflakes'	#5	8	Cont.	
J	Viburnum / <i>V. Plicatum Tomentosum</i> 'Shasta'	4'-5' tall	14	B4B	
K	Daylily Varieties / <i>Hemerocallis</i>	--	108	Cont.	select for bloom Early Summer to Fall
L	Lady Fern / <i>Filix-Femina</i> 'Lady fern'	--	28	Cont.	
M	Christmas Fern / <i>Polystichum Acrostichoides</i>	--	37	Cont.	
N	Japanese Spurge / <i>Pachysandra Terminalis</i>	--	210	Flats	



Plan 5

PINKHAM & GREER
CIVIL ENGINEERS

28 WAMPAU AVE. PORTLAND, ME. 04103
TEL: 207/671-3242 FAX: 207/781-4265

THOMAS GREER
No. 4208
LICENSED PROFESSIONAL ENGINEER
STATE OF MAINE

8/15/15

REV.	DATE	DESCRIPTION
4	8/5/15	REV'D INFILTRATION BASIN, BLDG FOOTPRINT & GRADING
3	7/29/15	REV'D PER STAFF REVIEW
2	6/30/15	REV'D PER STAFF REVIEW AND COMMENTS
1	5/7/15	ISSUED FOR SUBDIVISION & SITE PLAN APPROVAL

AVESTA HOUSING DEVELOPMENT CORP.
307 CUMBERLAND AVENUE
PORTLAND, ME. 04101

SCALE: AS SHOWN
DATE: APRIL 10, 2015
PROJECT: 15108

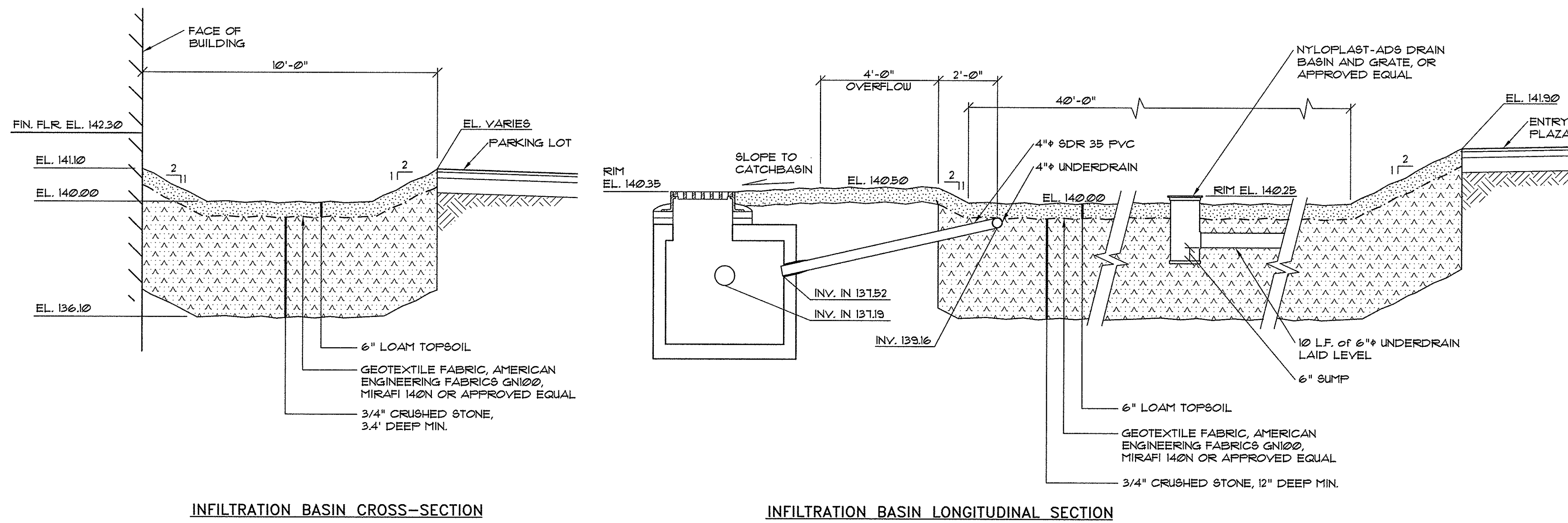
DRN BY: RJS/JDC
DESS BY: TSG
CHK BY: [Signature]

17 CARLETON STREET
CARLETON STREET, PORTLAND, MAINE

EROSION CONTROL &
LANDSCAPE PLAN

C1.4

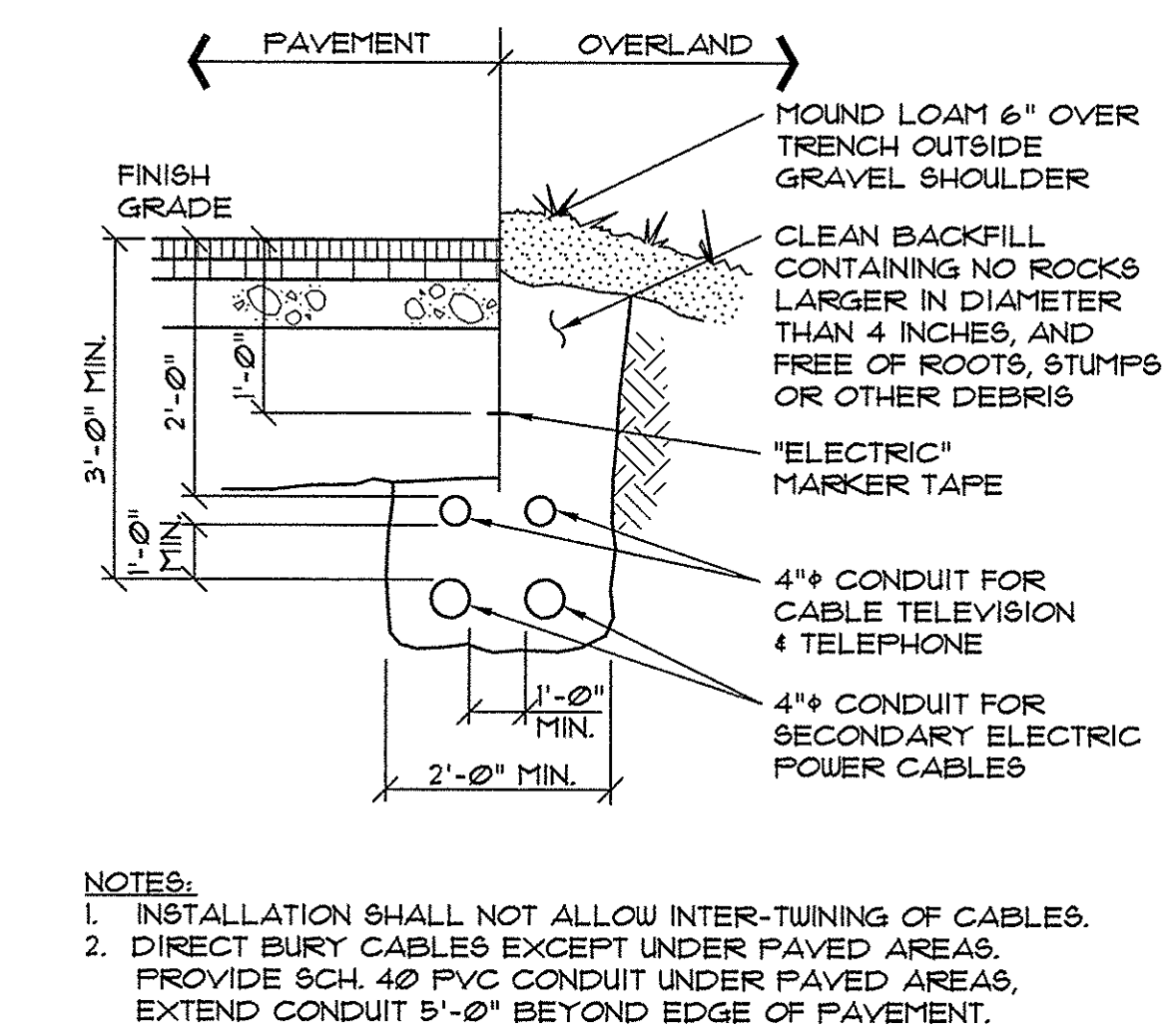
MAP/LOT 55/A/4



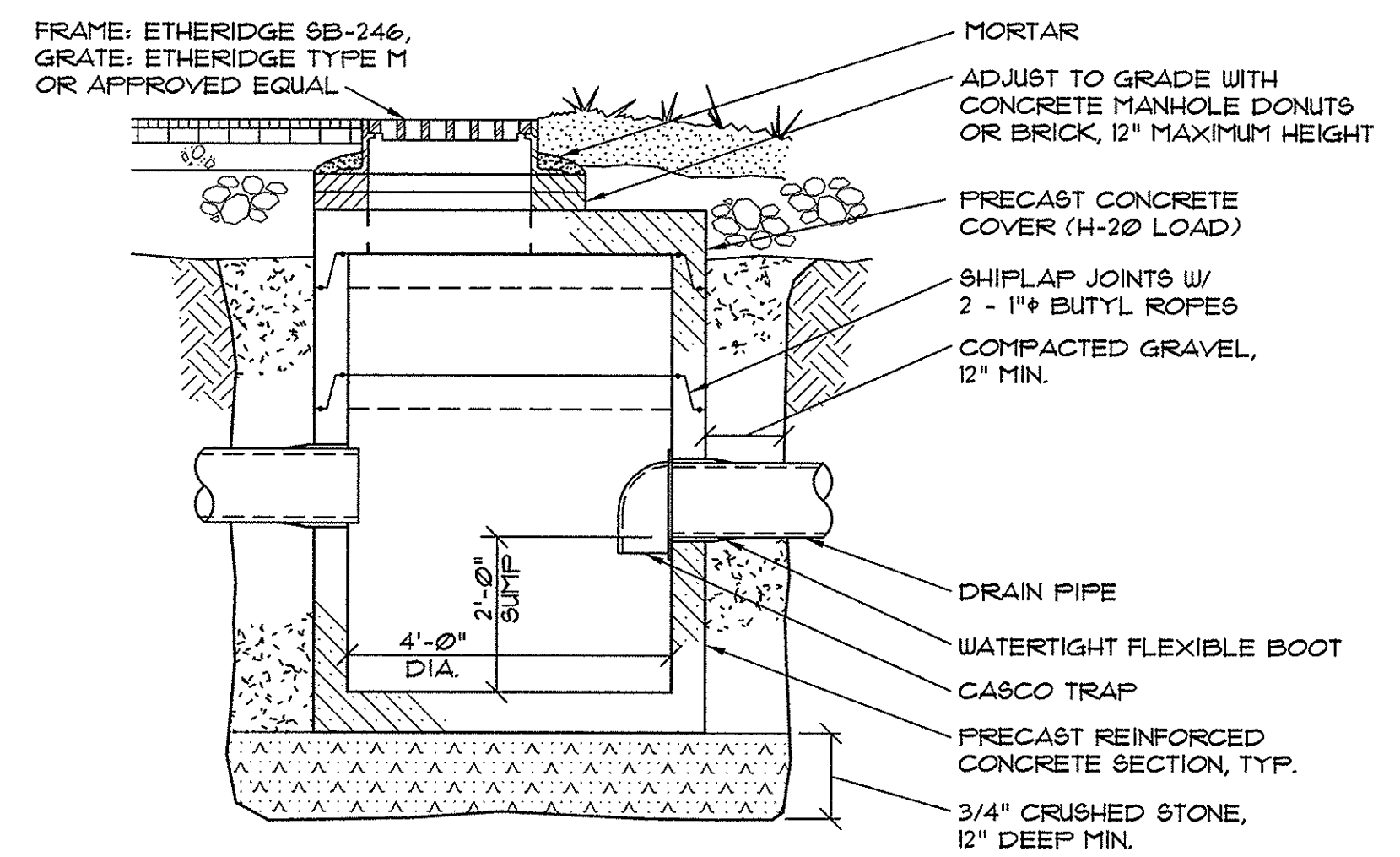
INFILTRATION BASIN CROSS-SECTION

INFILTRATION BASIN LONGITUDINAL SECTION

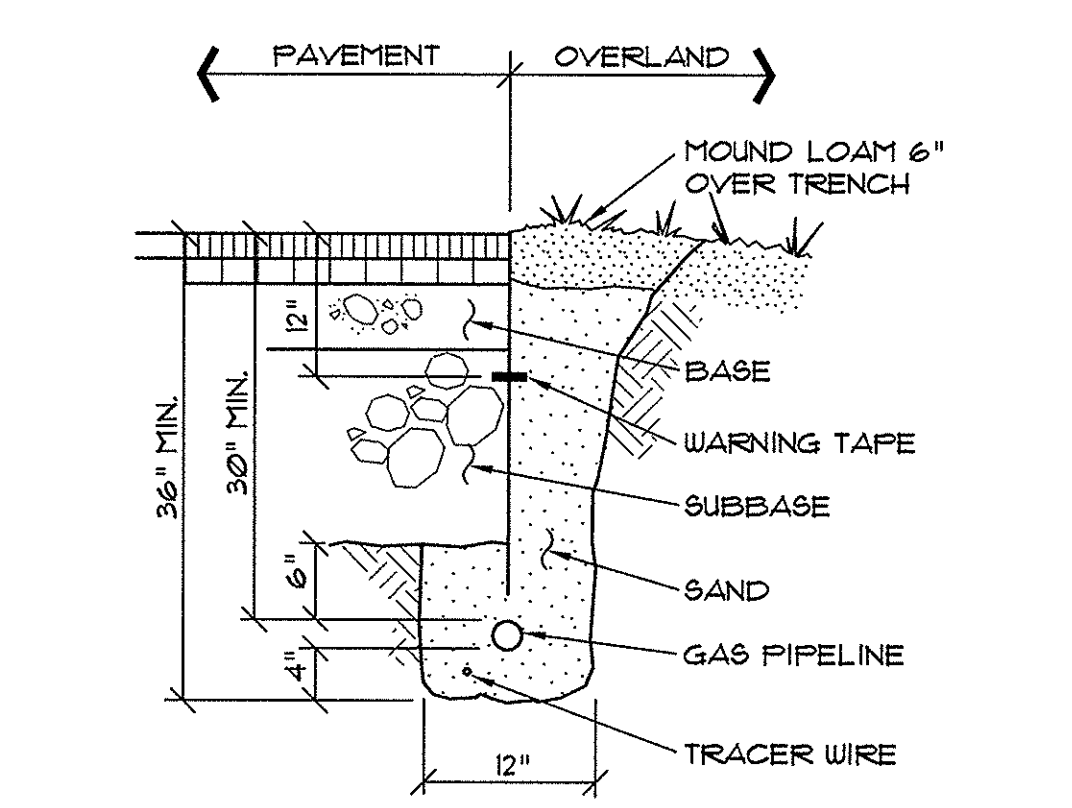
4 INFILTRATION BASIN SECTIONS



7 CABLE TRENCH SECTION



6 TYPICAL CATCH BASIN SECTION



5 GAS PIPING TRENCH SECTION

UNDERGROUND UTILITIES WARNING TAPE

IDENTIFICATION TAPE TO BE INSTALLED ABOVE ALL NEW UNDERGROUND UTILITIES AND ABOVE ANY EXISTING UTILITIES THAT MAY BE EXPOSED BY THIS CONSTRUCTION.

DETECTABLE UNDERGROUND MARKING TAPE TO BE PERMANENT, BRIGHT-COLORED, CONTINUOUS-PRINTED PLASTICIZED ALUMINUM TAPE, INTENDED FOR DIRECT-BURIAL SERVICE NOT LESS THAN 3" WIDE x 8 MILS THICK. PROVIDE TAPE WITH BLACK PRINTING IDENTIFYING THE UTILITY. DETECTABLE WARNING TAPE REQUIRED OVER ALL WATER, SEWER, DRAINAGE, OR GAS UTILITIES. TAPE TO BE TERRA TAPE BY REEF INDUSTRIES, INC., www.reefindustries.com, OR EQUAL.

AFWA UNIFORM COLOR CODE:

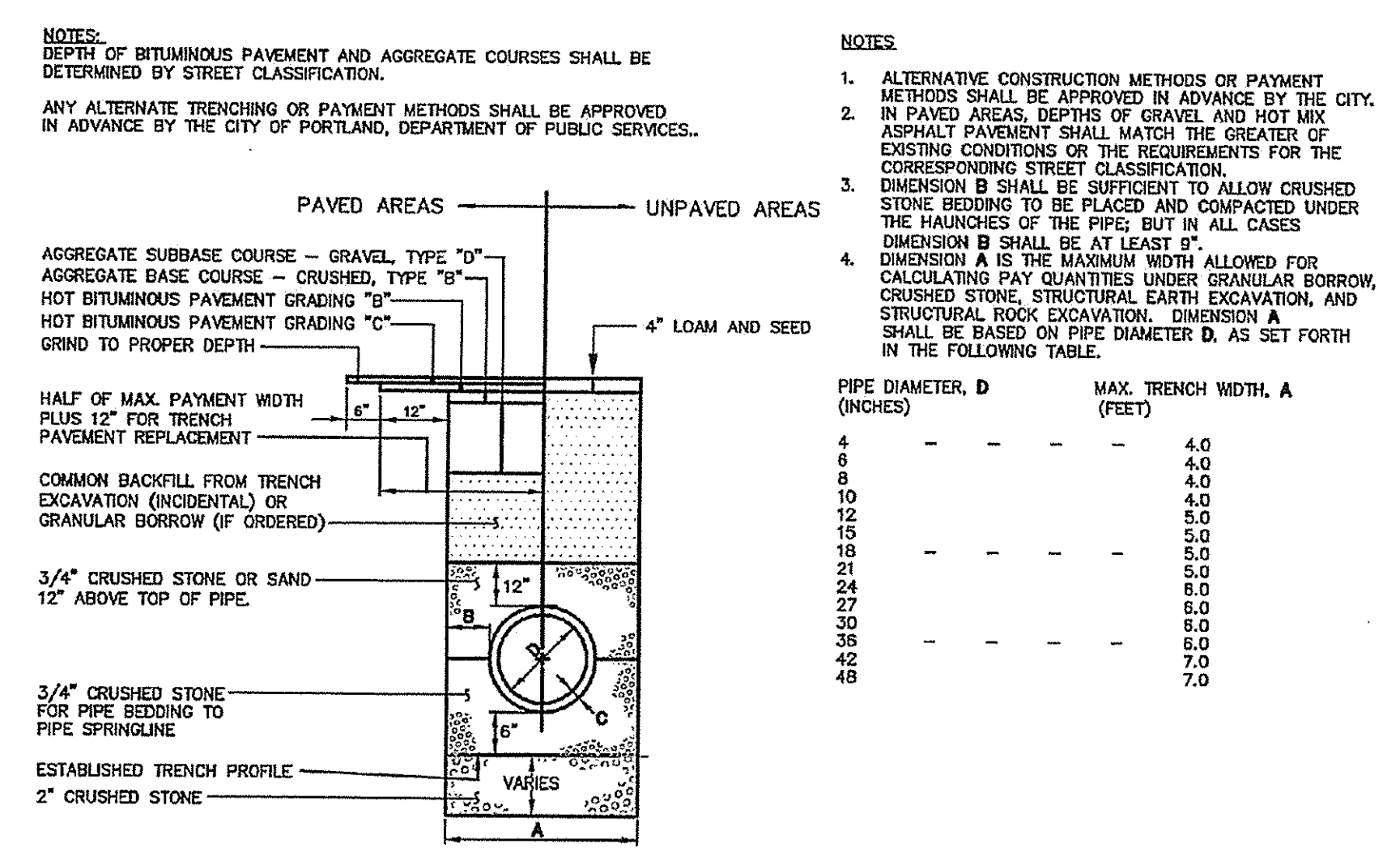
WHITE	PROPOSED EXCAVATION
PINK	TEMPORARY SURVEY MARKINGS
RED	ELECTRIC POWER LINES, CABLES, CONDUIT AND LIGHTING CABLES
YELLOW	GAS, OIL, STEAM, PETROLEUM OR GASEOUS MATERIALS
ORANGE	COMMUNICATION, ALARM OR SIGNAL LINES, CABLES OR CONDUIT
BLUE	POTABLE WATER
PURPLE	RECLAIMED WATER, IRRIGATION AND SLURRY LINES
GREEN	SEWERS AND DRAIN LINES

1 UNDERGROUND UTILITIES WARNING TAPE

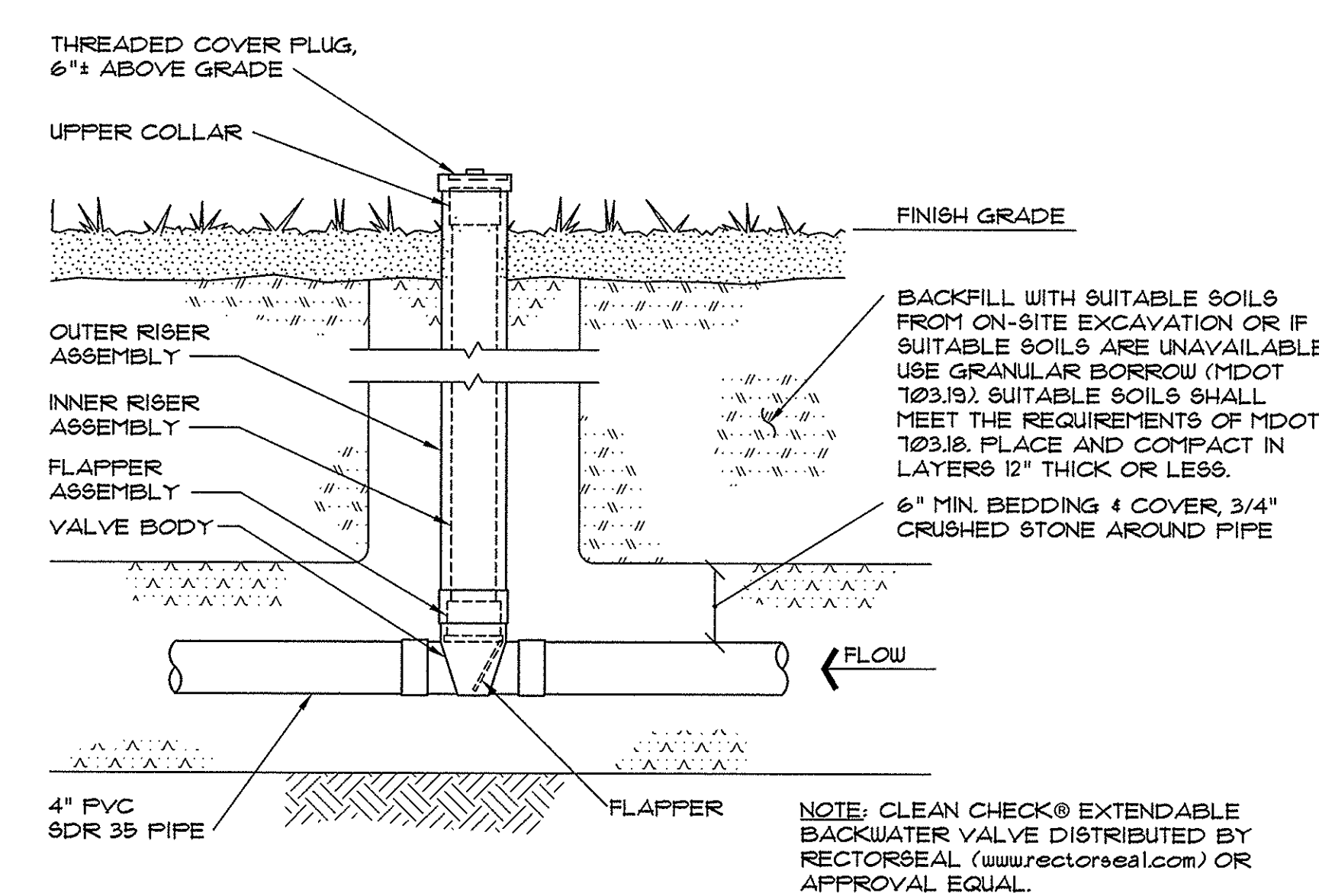
GENERAL NOTES FOR MANHOLES AND CATCH BASINS

- ALL CONCRETE SHALL HAVE A MINIMUM ULTIMATE COMPRESSIVE STRENGTH OF 4000 LBS. PER SQ. INCH AT THE END OF 28 DAYS, UNLESS OTHERWISE NOTED.
- MANHOLES MAY BE CONSTRUCTED OF PRECAST REINFORCED CONCRETE, OR CAST IN PLACE.
- PRECAST REINFORCED CONE BARREL MANUFACTURED PER ASTM SPEC. C-478.
- ALL STORM AND SEWER MANHOLE COVERS SHALL BE SOLID AND SHALL HAVE ONE 7/8" DIAMETER DRILLED PICK HOLE LOCATED 8" FROM THE CENTER OF THE COVER.
- ALL SANITARY MANHOLE COVERS SHALL HAVE "SEWER" CAST INTO THE COVER. ALL STORMWATER/RAIN MANHOLE COVERS SHALL HAVE "DRAIN" CAST INTO THE COVER.
- ALL MANHOLE RISERS SHALL BE EITHERIDGE 24" OR APPROVED EQUAL.
- SEWER BRICK SHALL CONFORM TO ASTM SPEC. DESIGNATE ON C-32-63, GRADE MA AND SA.
- ALL SANITARY MANHOLES SHALL HAVE A WATERPROOFING COATING APPLIED TO THE EXTERIOR SURFACE.
- CATCH BASIN FRAMES FOR TYPE A4 CATCH BASIN CURB INLETS SHALL BE EITHERIDGE DDSA OR APPROVED EQUAL.
- CATCH BASIN SHALL CONFORM TO ASTM DESIGNATION A48-CLASS 35.
- EXISTING MANHOLES, CATCH BASINS, FRAMES, AND COVERS SHALL BE SALVAGED BY THE CONTRACTOR, AND SHALL REMAIN THE PROPERTY OF THE CITY OF PORTLAND.
- ALL CATCH BASIN OUTLETS SHALL BE INSTALLED WITH A CASCO TRAP. SEE FIGURE 11-09.

2 GENERAL NOTES FOR MANHOLES AND CATCH BASINS (11-4)



3 TYPICAL PIPE TRENCH INSTALLATION (11-12)



8 TYPICAL BACKFLOW PREVENTOR DETAIL

PINKHAM & GREER
CIVIL ENGINEERS

28 WANNAMUESE STREET, PORTLAND, ME 04103
TEL: 207.781.5242 FAX: 207.781.4245

THOMAS S. GREER
REGISTERED PROFESSIONAL ENGINEER
STATE OF MAINE
NO. 4285

8/5/15

REV.	DATE	DESCRIPTION
1	5/7/15	ISSUED FOR SUBDIVISION & SITE PLAN APPROVAL
2	6/30/15	REV'D PER STAFF REVIEW AND COMMENTS
3	7/28/15	REV'D INFILTRATION SYSTEM, ADDED DETAIL 8
4	8/5/15	REV'D INFILTRATION BASIN

AVESTA HOUSING DEVELOPMENT CORP.
307 CUMBERLAND AVENUE
PORTLAND, ME. 04101

SCALE: AS SHOWN
DATE: APRIL 23, 2015
PROJECT: 15108

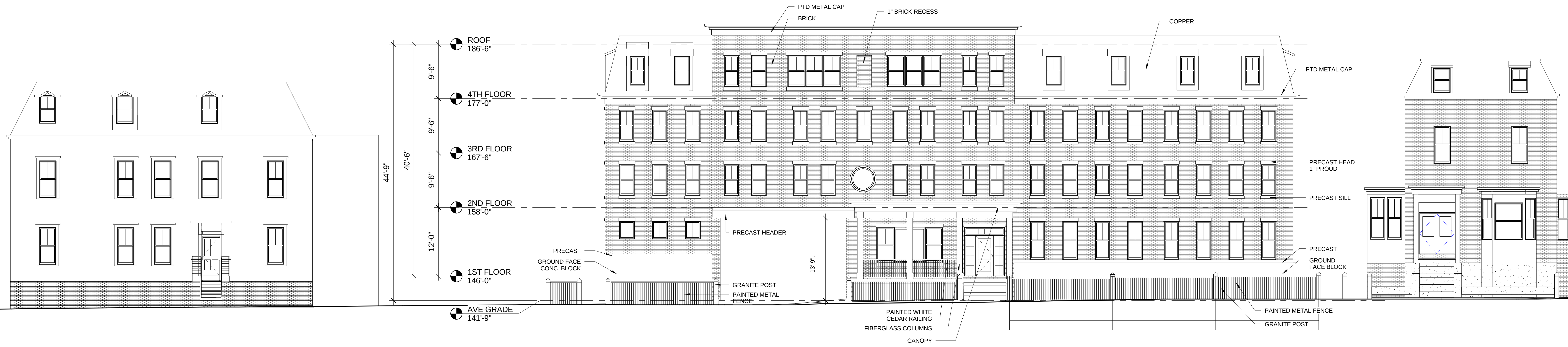
DRN BY: RJS/JDC
DESIGN BY: TSG
CHK BY: TSG

17 CARLETON STREET
CARLETON STREET, PORTLAND, MAINE

DETAILS

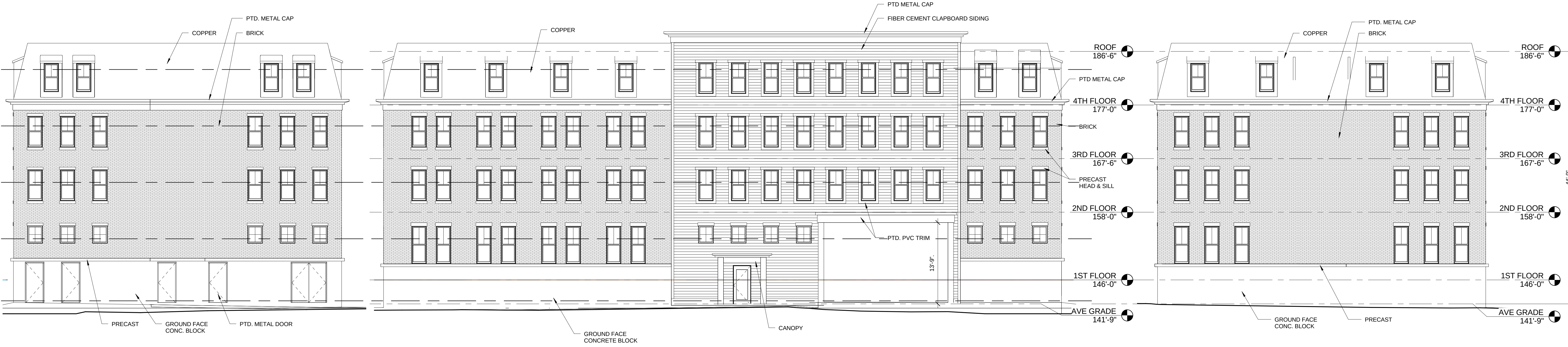
C2.2

MAP/LOT 55/A/4



1 | WEST 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 - NW 141.2' + NE 142.0' + SE 141.1' + SW 141.5' = 565.8' / 4 = 141'-5" (AVERAGE GRADE)
2. BUILDING HEIGHT: THE VERTICAL MEASUREMENT FROM AVERAGE GRADE TO HIGHEST POINT OF THE ROOF BEAMS = 44' - 9"



3 | NORTH ELEVATION
1/8" = 1'-0"
0 2'-0" 4'-0" 8'-0" 16'-0"

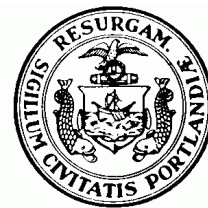
2 | EAST ELEVATION
1/8" = 1'-0"
0 2'-0" 4'-0" 8'-0" 16'-0"

4 | SOUTH ELEVATION
1/8" = 1'-0"
0 2'-0" 4'-0" 8'-0" 16'-0"

CARLETON STREET
Carleton Street, Portland, Maine







PLANNING BOARD REPORT PORTLAND, MAINE

Motherhouse conversion for senior housing
605 Stevens Avenue
Level III Site Plan and Subdivision Review
Project # 2015-110 CBL: 136 E006001

Motherhouse Associates, LP & Sea Coast at Baxter Woods Associates, LLC, Applicant

Submitted to: Portland Planning Board
Public Hearing Date: August 11, 2015

Prepared by: Jean Fraser, Planner
Date: August 7, 2015

I. INTRODUCTION

Motherhouse Associates, LP & Sea Coast at Baxter Woods Associates, LLC have requested a final Level III site plan and subdivision review for the proposed rehabilitation of the former St. Joseph's Convent (known as the Motherhouse) at 605 Stevens Avenue into 88 units of senior housing, comprising 66 affordable units and 22 market rate units along with 73 parking spaces with 9 handicap spaces.

The project includes 66 units of affordable housing and an expedited review by the Planning Board is therefore required by the city's ordinance.

The Motherhouse is located on the 4.39 acre Lot 3 of a proposed 4-lot subdivision of the overall 18.98 acre property that is being purchased from the Sisters of Mercy.

The site is subject to the recently approved R5A Map and Text amendments that the Planning Board considered earlier this year. The Council approved the Text amendments exactly as recommended by the Planning Board, but amended the map so that the R5A zone applied to a smaller area and resulted in a lower density for the development parcel comprising Lots 3 and 4.



The amended R5A zone includes the Motherhouse building itself (see aerial above) but 1.73 acres of the site along Stevens Avenue and Baxter Woods is in the R5 zone.

The applicant has confirmed (Cover letter [Attachment A](#)) that a Master Development Plan application for Lot #4 (the open land mostly to the rear of the Motherhouse) will follow on from this application.

A notice of this Hearing was sent to 127 property owners within 500 feet and interested citizens, and appeared in the August 3rd / 4th, 2015 editions of the *Portland Press-Herald*. A Neighborhood Meeting is required for this project and was held on July 29, 2015 (see notes and attendee list in [Attachment E](#)). As of the time of completing this Report, the public comment ([PC SP 1](#), as already included in the Workshop Memo) is the only comment received and any additional comments will be circulated at the Hearing.

II. REQUIRED REVIEWS and REQUESTED WAIVERS

Review	Applicable Standards
Site Plan	Section 14-526 for the proposed multifamily development of 88 apartments.
Subdivision of overall site	Section 14-497 for the overall lot split into 4 lots, including Lot #3 for the Motherhouse.
Subdivision of Motherhouse lot	Section 14-497 for the division of the Motherhouse into 88 units.

Waiver Requests	Applicable Standards
Street trees: To make a contribution to the Tree Fund equivalent to 28 street trees, being the number required after taking credit for existing street trees.	Site Plan Standard, <i>Section 14-526(b)2.b(iii)</i> and Technical Manual, <i>Section 4.6.1</i> : 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. The city Arborist supports this waiver.
Parking Aisle Width: Width of parking lane at north Stevens Avenue exit gate to be 22 ft wide instead of the required 24 ft to minimize impacts on the historic character of the area.	City's Technical Manual <i>Section 1.14 Parking Lot and Parking Space Design</i> : Parking lot layout shall confirm to figures I-28 thru I-32 (I-27 and I-29 apply and show a 24 ft. wide drive aisle is required for perpendicular parking). The Traffic Engineering Reviewer supports this waiver.
Number of driveways: To allow 3 driveways: 2 of the driveways are one-way and the third driveway functions as a shared driveway.	City's Technical Manual <i>Section 1.7.1.8 Number of driveways</i> : No more than 2 driveways shall be permitted ... for any site. The Traffic Engineering Reviewer supports this waiver.

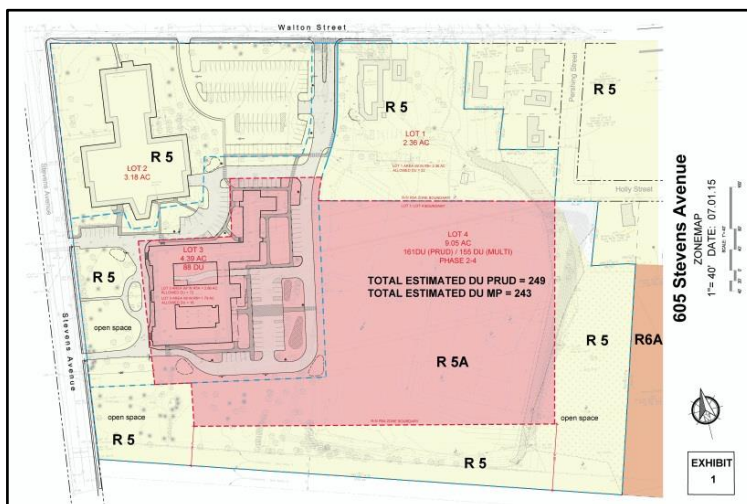
III. PROJECT DATA

Parcel Size	191,056 sq ft (4.39 acres) (Lot #3 Motherhouse)		
Total disturbed Area of the site	135,036 sq ft (3.1 acres)		
Existing Zoning	R5: 1.73 acres R5A (recently approved): 2.66 acres		
Existing Use	Vacant (part of Motherhouse building for conversion)		
Proposed Use	Multi-family senior residential		
Proposed Development Program	66 affordable and 22 market rate senior apartment, of which 20 are 1 bedroom and 68 are efficiency units		
	Existing	Proposed	Net Change
Impervious Surface Area	167,748 SF	168,047 SF	299 SF
Building Footprint	24,065 SF	24,065 SF	0 SF
Building Floor Area	102,241 SF	102,241 SF	0 SF
Parking Spaces (on site)	34+	73	39
Bicycle Parking Spaces	0	12 + 24 inside	36
Proposed handicapped Spaces		9	
Estimated Cost of Project	TBD		

IV. BACKGROUND AND EXISTING CONDITIONS

a. Background

The Board considered the zoning amendment request in the spring and the Council has approved the Map Amendment to R5A as shown in the plan below.



Motherhouse as viewed from Stevens Avenue

b. Existing Conditions

The existing Motherhouse building is a 5-story building dating 1909 and 1921 and set back about 125 feet from Stevens Avenue. It is a vacant building with historical importance and eligible for designation as a local landmark, although currently it has no historic designation. The "Smith Wing" part of the building is not included in the proposal as it is currently occupied and will be separated as a second condominium unit.

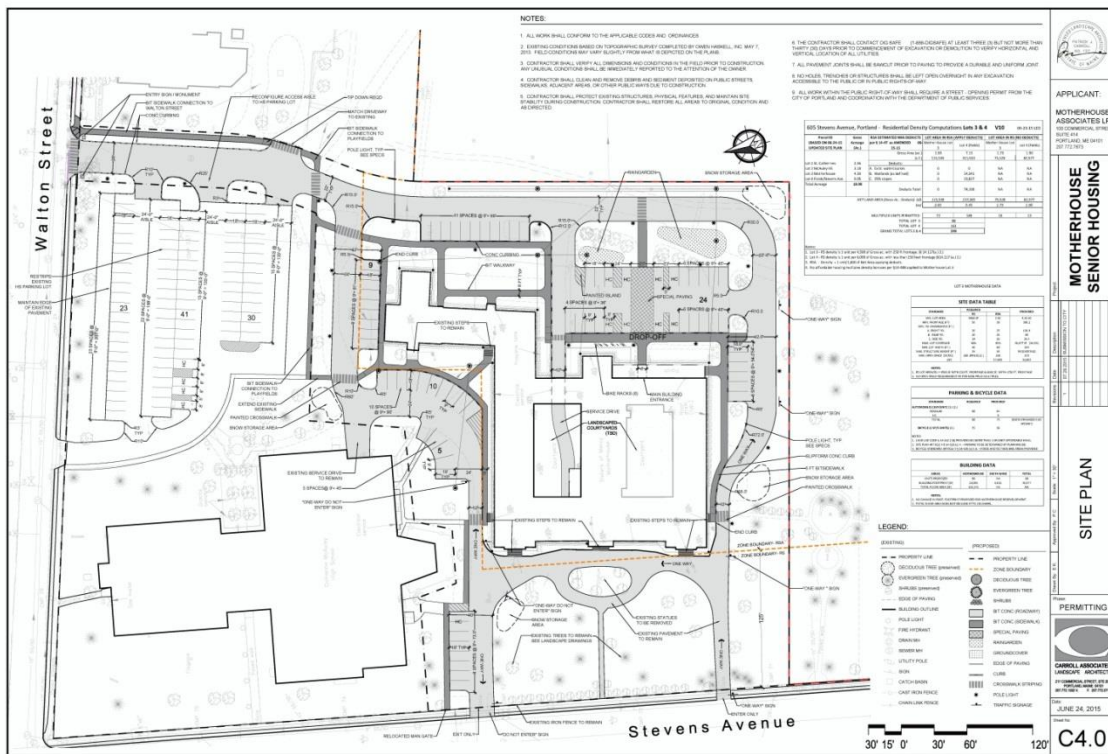
V. PROPOSED DEVELOPMENT

The applicant has described the proposal in detail at the beginning of the main application document ([Attachment A](#)) and in the final submissions/updates in [Attachments C and D](#), plus the submitted final plan set P1 to P27:

Subdivision: Creation of 88 units within the Motherhouse (see Sectional Recording Plat in [Plan P4](#)) and 4 lots within the overall subdivision plat ([Plan P3](#)) with associated easements to allow shared use and utilities:

- Lot 1: St Catherines Hall (2.36 acres)
- Lot 2: Catherine McAuley High School (3.18 acres)
- Lot 3: Motherhouse (4.39 acres)
- Lot 4: Open area and fields (9.05 acres)

Site Plan: the final proposals are similar to those considered at the Planning Board Workshop with some minor revisions to clarify the proposal and address comments:



Final Site plan - also see Plan P5

Key elements include:

- Rehabilitation of the main Motherhouse building for 66 affordable housing units and 22 market rate units - with a mix of 68 studio and 20 single bedroom apartments;
- Redesign of the driveway entrance from Walton Street, incorporating revisions in response to Workshop comments ([Attachment D1](#));
- Modification of the existing high school parking lot to better organize access and parking - this has been modified slightly since the PB Workshop to add another access drive ([Plan P5](#));
- Creation of a rear main ADA entrance and associated drop-off and parking areas;

- New walkways to create an interconnected walkway system;
- Stormwater measures;
- Landscaping to include extensive tree preservation as shown on the Tree Preservation Plan and Landscape Plan (Plans P8-10);
- Lighting (revised since the Workshop) and photometric plan (Plan P17);
- Off site improvements to facilitate access to and from the site e.g. ADA ramps at the Stevens Avenue crosswalk (via a contribution as requested by DPS) and facilitating a nearby bus shelter (not on plan but confirmed in documents).

VI. WORKSHOP SUMMARY AND PUBLIC COMMENT

The Planning Board workshop identified a number of issues that needed further clarification (including the division of the Motherhouse into 2 units, parking and its interaction with the School parking needs, and the mix of studio and 1 bedroom apartments) and the likely review process for this and the Master Development Plan.

The Planning Office has not received any public comments in addition to PC SP 1 from Mr. MilNeil that was circulated in the Workshop memorandum. Mr MilNeil is pressing for the project to incorporate a new street link between Forest and Stevens Avenues, as the subdivision ordinance refers to the aim for street connectivity. Staff suggest that this idea be addressed in more detail at the Master Development Plan stage, as its not realistic in relation to the Motherhouse development.

VII. RIGHT, TITLE AND INTEREST; FINANCIAL & TECHNICAL CAPACITY & SUBMISSION REQUIREMENTS

The final application is complete except that it did not include drafts of the easements which underpin the shared use of the main drive and school parking area, and for the utility easements across the lots within the subdivision (these are listed on the overall Subdivision Plat (Plan P3). The Associate Corporation Counsel considered that these easements were part of the right, title and interest requirement (Attachment 8) and these drafts were requested; they are anticipated to be submitted prior to the Hearing.

The applicant has submitted the Condominium documents for the two condo units within the Motherhouse; the “Smith Wing” and the main building that is to be rehabilitated for the 88 senior housing units (Attachment F). These help clarify the intention in creating the two units.

VIII. ZONING ANALYSIS

The applicant has provided a table (Exhibit 5 of Attachment A) showing that the proposals meet the relevant zoning requirements. Based on the areas within the R5 and R5A zones, a total of 88 units can be created on Lot #3.

V. SUBDIVISION REVIEW (Section 14-497(a))

The proposed development has been reviewed by staff for conformance with the relevant review standards of the City of Portland’s subdivision ordinance.

1. Water, Air Pollution

The Peer Engineer (Attachment 3) has indicated that the proposed stormwater drainage and water quality treatment is acceptable subject to two conditions (more detail below).

2 & 3. Adequacy of Water Supply

The applicant has provided evidence of capacity from the Portland Water District (Exhibit 14 of Attachment A).

4. Soil Erosion

The applicant has met the MDEP requirements, as confirmed by the Peer Engineer Reviewer (Attachment 3).

5. Impacts on Existing or Proposed Highways and Public Roads

The proposed traffic generation from the proposal is not expected to have a significant impact on the traffic conditions in the area, as confirmed by the Traffic Engineering Reviewer (Attachment 5).

Internal Vehicle Circulation

The internal circulation retains the existing main drive into the site from Walton Street, but has reconfigured the area near the school parking lot to direct traffic more clearly, and has added a loop road to the main rear entrance of the Motherhouse to facilitate drop offs and emergency access. In addition, the existing curved loop at the front of the Motherhouse that is accessed from Stevens Avenue, will be one way *in* at the south gate and one way *out* (right turn only) at the north gate. The applicant is willing to install ADA tipdowns (or make the contribution as requested by DPS in Attachment 1) and to consider relocation of the crosswalk in Stevens Avenue (Attachment C). The sidewalk along the frontage is in good condition.

Tom Errico, the City's consulting traffic engineer reviewer, has reviewed the proposals and submitted information and data in Attachments C, D3, and G and has the following comments (Attachment 5):

- *The High School Parking lot layout is being modified. Dimensional details for the proposed layout should be provided.*

Status: I will review details upon receipt of a revised plan.

Final Status: The applicant has provided the noted information and I find the layout to be acceptable.

- *The modified driveway at Walton Street seems very wide with 15-foot entry and exit lanes. The applicant should provide information in support of the driveway design.*

Status: The applicant has noted that they will provide vehicle turning templates in support of their design for review and approval.

Final Status: The applicant has revised the design of the driveway and I find it to be acceptable.

- *The aisle width (22 feet) adjacent to the 8 parking spaces on the one-way egress road near Stevens Avenue does not meet City standards. Information in support of a formal technical standard waiver request shall be provided.*

Status: The applicant has noted that there are NPS constraints that prevent providing a 24-foot width – the City standard. Given this constraint and the limited traffic volume and number of parking spaces impacted, I support a waiver from City standards.

Final Status: I have no further comment.

- *The applicant should provide dimensional details for the area on the north side of the building where the 5 and 10 space parking areas are located.*

Status: I will review details upon receipt of a revised plan.

Final Status: Details have been provided and I find conditions to be acceptable.

- *The project is proposing three driveways and exceeds City standards. I support a waiver from this standard given that two of the driveways are one-way and the third driveway functions as a shared driveway with the High School.*

Status: I have no further comment..

Pedestrian Safety

The proposals include an interconnected walkway system within the site and to link with the school and parking areas, and to the sidewalk, street crossing and bus stops on Stevens Avenue. These proposals are acceptable subject to some minor revisions, as confirmed by the Traffic Engineering Reviewer (Attachment 5) :

- *A crosswalk is located at the egress driveway on Stevens Avenue and will need to be upgraded to meet accessibility standards. I would also like to review the location of the crosswalk to determine optimal placement.*

Status: The applicant has agreed to upgrade the crosswalk to be ADA compliant. The applicant shall coordinate with METRO as it relates to this crosswalk location and whether METRO has any future improvement plans or requirements for the existing bus stop. The City, in conjunction with the METRO input, will make a determination on the crosswalk location.

Final Status: Please refer to DPS comments regarding this issue.[re a contribution]

- The applicant should review landscaping and other features as it relates to providing safe sight distance when existing the site onto Stevens Avenue. I am particularly concerned about safety for pedestrians on the sidewalk.

Final Status: The applicant shall incorporate landscaping adjustments that provide acceptable sight lines to pedestrians walking on the Stevens Avenue sidewalk. No action is required by the applicant as it relates to on-street parking regulations, as that will be a component of the crosswalk and bus stop evaluation.

- A detail should be provided for the sidewalk ramp at the driveway on Walton Street to ensure that it is fully accessible.

Status: I will review the detail upon receipt of a revised plan.

Final Status: The sidewalk ramp detailed on the plan is not acceptable. The alignment of the ramp shall direct pedestrians along the Walton Street sidewalk. The applicant shall submit a revised plan for review and approval.

The Department of Public Services has requested that the applicant contribute \$15,800 towards the cost of upgrading and improving the existing crosswalk across Stevens Avenue on the Motherhouse frontage ([Attachment 1](#)). The applicant had agreed to paying for and installing ADA ramps on both ends of the existing crosswalk, and the DPS are requesting the contribution instead to allow for further consideration of the crosswalk location in conjunction with METRO and the applicant. A suggested condition of approval has been included to reflect the DPS request.

A suggested condition of approval is also included to require the applicant to address the sightlines at the Stevens Avenue exit and the ramp design at Walton Street, as noted by Mr Errico as being of concern.

Parking

Within Lot #3 the proposals will add 39 parking spaces to provide a total of 73 spaces for the senior housing (the final "update" confirms that all these spaces will be for the tenants of the Motherhouse, with users of the Smith Wing to be accommodated in the High School parking lot ([Attachment D3](#)). This is a ratio of .83 spaces per unit.

The ordinance (under Affordable Housing) requires one space per unit for affordable housing and the Planning Board may "establish a parking requirement for affordable housing units for rent or sale within an eligible project that is less than one (1) parking space per affordable housing unit, regardless of the size of the structure" (Section 14-332.2 (b)). The applicant has submitted additional information from similar senior housing developments that support the reduced ratio ([Attachments D3 and G](#)).

At the Workshop there were questions regarding the parking provision and whether it addressed the school parking demands, including for events and future growth. John Peverada, the City's Parking Manager, has also noted, based on his experience elsewhere in the City, that the parking provision should take account of the potential parking needs of caregivers such as visiting nurses and visitors for residents ([Attachment 4](#)).

The Traffic Engineering reviewer Tom Errico has noted the additional background information provided by the applicant and that it generally supports the provision of less than one to one parking per unit when considering the tenant-only demand. But there is limited information regarding other parking needs, the school parking demands, likely timing of all demands, and the potential conflict in demand for the on-site spaces, and Mr Errico has suggested a condition as explained below ([Attachment 5](#)) :

[Note: the suggested condition of approval for the Board's consideration is a shortened version of this]

- The applicant should provide documentation that supports the parking supply being provided. The applicant shall conduct parking surveys (or obtain previously conducted surveys) at similar sites that are located off-peninsula. The applicant shall coordinate the methods of the survey with City staff.

Status: The applicant has provided parking summaries for projects located in South Portland, Falmouth, and Topsham. The applicant shall provide specific details on these developments (units, parking supply provided, tenant characteristics, etc.) and specific information on the parking/vehicle

data and collection methods. I would also suggest the applicant provide parking information at the nearby ParkDanforth and Deering Pavilion developments.

Final Status: The applicant has provided supporting documentation that indicates similar projects in South Portland, Saco, Topsham, and Falmouth generate between 0.48 and 0.87 parking spaces per residential unit with an average parking rate of 0.65 spaces per unit. As proposed, the project will be providing 73 parking spaces for 88 residential units for a parking rate of 0.83 parking spaces per unit. Given that the project is located in proximity to METRO service and walkable/bikeable commercial land uses (versus the more suburban sites surveyed), the parking supply would be expected to meet the demands of the project. However, I do have concerns as it relates to interaction of parking users at the High School, the Smith Wing, the Play Fields, and the Motherhouse. I do suggest that a parking management plan be developed that addresses how peak events are managed such that vehicles are not encroaching into abutting parking areas. An example of this would be use of Motherhouse parking spaces (conveniently located near the fields) by visitors of sporting events. Additionally, are there any future growth assumptions at the High School that should be accounted for. The management plan should also look at opportunities for sharing parking so that on-street public parking pressures are minimized. During busy Motherhouse times periods, there may be opportunities to utilize the large High School parking lot. I would suggest that in conjunction with this parking management plan a monitoring survey be conducted following the full occupancy of the Motherhouse. The survey would be conducted at one time period (in consultation with the City) and include a survey of tenants regarding automobile ownership.

6. Sanitary Sewer/Stormwater Disposal

The proposals incorporate stormwater management and treatment measures including storage, drip filter strips, infiltration trenches and underdrained soil filter systems that will reduce the volume and rate of stormwater runoff and also provide water quality treatment far in excess of the proposed increase in impervious area (Attachment B includes the Stormwater Report). The Peer Review Engineer David Senus has confirmed that the proposals are acceptable, subject to a minor technical condition regarding catch basins, and a condition that requires further investigation of an existing drainage pipe (Attachment 3).

7. Solid Waste

The applicant has proposed an internal trash and recycling room for residential use and has stated that a private hauler will be contracted for the removal of solid waste.

8. Scenic Beauty

The applicant has preserved most of the existing trees with many of the removals due to disease, as shown on the Tree Preservation Plan in Plan P8. The City Arborist has met with the applicants Landscape Architect (Pat Carroll) on site and considers the proposals acceptable subject to the applicant addressing his recommendations for the protection of the preserved trees (Attachment 7).

9. Comprehensive Plan

The proposal includes affordable senior housing and addresses the Comprehensive Policies for housing.

10. Financial and Technical Capacity

A letter from the Androscoggin Bank dated 6.19.2015 is included in the application (Attachment A).

11. Wetland/Water Body Impacts

The Motherhouse proposal does not impact wetlands.

12. Groundwater Impacts

There are no anticipated detrimental impacts to groundwater supplies.

13. Flood-Prone Area

Per the city's existing flood maps, the development is not proposed in a flood zone.

VI. SITE PLAN REVIEW (Section 14-526)

The proposed development has been reviewed by staff for conformance with the relevant review standards of the City of Portland's site plan ordinance, and staff comments are included.

1. Transportation Standards

[See above under subdivision review for impact on surrounding streets, access and circulation and parking]

a. Public Transit Access

The proposed development is located along a public transit route with a bus stop very near by on the northbound side, and the southbound stop is within 500 feet on the opposite side of Stevens Avenue. The proposal includes pedestrian ways so that residents and visitors can access the sidewalks and then the public transit stops.

The Site Plan ordinance includes the following requirement:

3. Public Transit Access:

- a. *For any residential development consisting of twenty (20) or more dwelling units or commercial or institutional development of at least 20,000 square feet gross floor area, a transit facility shall be constructed 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 in 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, 1measured along rights-of-way.*
- b. *Transit facilities shall consist of a transit shelter and a transit pullout bay.*
- c. *Transit facilities shall be connected to the public sidewalk system.*
- d. *Waiver: All or some of this standard may be waived if the Reviewing Authority determines one or more of the following:*
 - (i) *That some or all of the required improvements cannot reasonably be made due to site constraints and/or insufficient right of way width; or*
 - (ii) *That the development is not anticipated to generate public transit usage due to particular characteristics or proposed use of the development.*

There are no bus shelters within 1320 feet of the Motherhouse building and the provision of a transit facilities would apply to this project. Staff considered that a bus pullout was not feasible at this location but advised the applicant that provision of a bus shelter or at least a pad for a bus shelter was an ordinance requirement and requested that they liaise with METRO on this issue. The applicant indicated support for this (Attachment D).

There has not been time to fully explore the scope for a bus shelter and there are constraints presented by the width of the sidewalks and the historic fence along the back of the ROW, and the location of the bus stops may be impacted by the relocation of the crosswalk. The historic gates and possibly part of the fence may be altered as part of the project to allow vehicle access, so there is a possibility that a bus shelter pad could be located within the site.

Therefore the suggested condition of approval links this requirement with the crosswalk improvements and its possible relocation, and acknowledges that after further investigation it may be evident that the applicant can meet the first waiver criteria. In this case it would be appropriate to further consider the transit facility provision as part of the review of the Master Development Plan.

b. Transportation Demand Management

A transportation demand management plan is not a requirement for the proposed site plan.

2. Environmental Quality Standards

- a. *Preservation of Significant Natural Features*
- b. *Landscape Preservation*

See above under subdivision review.

- c. *Site Landscaping*

The City Arborist has reviewed the proposals and requested some additional landscaping in one small area and questioned the replanting of an existing tree (Attachment 7). The final Tree Preservation and Landscape Plans (Plan P8-P10) propose additional planting as suggested and the “response” in Attachment C satisfactorily addresses the tree replanting question.

Street trees: The project is required to include 88 street trees (one per dwelling unit) and the City Arborist has confirmed that there are 60 existing trees that can be considered “street trees” and a contribution to the Tree Fund is recommended regarding the remaining required 28 street trees (Attachment 7.)

- d. *Water Quality/Storm Water Management/Erosion Control*

See above under subdivision review.

3. Public Infrastructure and Community Safety Standards

- a. *Consistency with Master Plans*

The Department of Public Services have recommended in Attachment 1 that the applicant make a contribution of \$15,800 for the upgrading of the existing crosswalk on Stevens Avenue (to include ADA ramps at both ends) and this has been incorporated into a suggested condition of approval.

- b. *Public Safety and Fire Prevention*

Keith Gautreau, of the City’s Fire Prevention Bureau, has confirmed that the project meets emergency access requirements and is adequately served by the existing hydrant (noting that the Development Master Plan would need to consider the need for additional hydrants) (Attachment 6).

- c. *Availability and Capacity of Public Utilities*

See above under subdivision review; the wastewater capacity letter is awaited.

4. Site Design Standards

- a. *Massing, Ventilation, and Wind Impact*
- b. *Shadows*
- c. *Snow and Ice Loading*
- d. *View Corridors*

The proposals do not raise any issues regarding these standards.

- e. *Historic Resources*

The final proposals include references to altering or removing the gates on Stevens Avenue and to removing some trees and statues along the frontage, subject to advice from a Historic Preservation consultant (Attachment C, page 2). At this time the Motherhouse is not formally designated an historic building but its rehabilitation proposals are within 100 feet of a designated historic landscape, Evergreen Cemetery. Any proposed changes facing the cemetery must be generally compatible with the historic resource.

The Historic Preservation Program Manager Deb Andrews had previously confirmed that this proposal does not require a review under this program because she understood that there were no proposed alterations along the front of the site and the anticipated review for historic tax credits would address any potential issues.

In view of the uncertainty regarding the exact proposals associated with this site plan application (eg regarding the gates to allow vehicle access) and the historic importance of the Motherhouse and its proximity to Evergreen Cemetery, staff recommend a condition of approval. The condition would require that the final proposals for any changes to the site and features between the Motherhouse and Stevens Avenue be submitted for review and approval by the City’s Historic Program Manager, well in advance of implementation, to ensure that these address the site plan historic resources compatibility requirements.

f. *Exterior Lighting*

The applicant has submitted cut sheets for the proposed lights which are revised as from those presented to the Workshop (Attachment D), and a photometric plan (Plan P17). Some of the proposed lighting is “historic” and all is LED and generally is acceptable except it is not clear that all are full cut off in design as required by the City’s technical standards.

The photometric plan shows acceptable light levels for the sides and rear of the Motherhouse, but there is no lighting in the front of the building where a one way loop drive is located with stairs to the front entrance. It may be that street lights or wall mounted lighting or bollard lighting exists or will be incorporated into the final plans, but a suggested condition of approval is suggested to ensure that all the lighting is full cut off and to ensure that appropriate lighting is provided in the front of the building for pedestrian safety.

g. *Noise and Vibration*

External HVAC vents and mechanical equipment are not included in the proposals.

h. *Signage and Wayfinding*

No signage or wayfinding is proposed at this time.

i. *Zoning-Related Design Standards*

The multi-family design standards (*Design Manual, Section (i)*) apply to this project, but most are not relevant as they are building design related. There are two standards that would apply regarding the provision of open space and design of parking and paved areas:

- *Open space on the site for all two-family, special needs independent living unit, bed and breakfast and multiple-family development shall be integrated into the development site. Such open space in a special needs independent living unit or a multiple-family development shall be designed to complement and enhance the building form and development proposed on the site. Open space functions may include but are not limited to buffers and screening from streets and neighboring properties, yard space for residents, play areas, and planting strips along the perimeter of proposed buildings;*
- *The scale and surface area of parking, driveways and paved areas are arranged and landscaped to properly screen vehicles from adjacent properties and streets;*

The Motherhouse building has two internal courtyards that the applicant has indicated will be improved for outdoor amenities for the residents, such as benches and picnic tables in a grassed environment. The details have not been noted on the Landscape Plan (Plan P9) as the actual level of landscape treatment will depend on the budget. Staff have not suggested these be subject to a condition of approval (for the detailed landscaping) as they are identified on the Site Plan (Plan P5) as “landscaped courtyards”.

These courtyard areas along with the extensive areas of existing and proposed trees around the sides and front will address the first part of this standard. The Landscape Plan (Plan P9) also shows that the parking is broken up into small areas with extensive screening in bump-outs and end islands.

VIII. STAFF RECOMMENDATION

Subject to the proposed motions and conditions of approval listed below, Planning Division staff recommends that the planning board approve the proposed conversion of the motherhouse building into 88 senior housing units.

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 August 11, 2015 for application 2015-110 relevant to Portland’s technical and design standards and other regulations; and the testimony presented at the planning board hearing:

1. **Street Trees:** The Planning Board **finds/does not find** that the applicant has demonstrated that site constraints prevent the planting of all required street trees. 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 make a financial contribution of \$5,600 for 28 trees to Portland's Tree Fund.
2. **Parking Aisle width:** The Planning Board **waives / does not waive** the requirement of Section 1.14 of the City's Technical Manual that show a 24 ft. wide drive aisle is required for perpendicular parking, to allow a reduction to 22 foot aisle width for the parking area in the north exit drive on Stevens Avenue in order to minimize impact on this historic character of the area.
3. **Number of driveways:** The Planning Board **waives / does not waive** the requirement of Section 1.7.1.8 *Number of driveways* that does not permit more than 2 driveways for any site, to allow 3 driveways because 2 of the driveways are one-way and the third driveway functions as a shared driveway.

B. SUBDIVISION

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 August 11, 2015 for application 2015-110 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 condition of approval, which must be met prior to the signing of the plat:

- i. The applicant shall finalize the two subdivision plats and associated condominium documents for review and approval by Corporation Counsel, the Department of Public Services, and the Planning Authority prior the plats being signed by the Planning Board; and
- ii. That all of the easements as identified on the Plat, including those regarding the shared driveways and parking areas, shall be finalized to the satisfaction of the Corporation Counsel, Department of Public Services and the Planning Authority prior to the release of the signed subdivision plat; and
- iii. That the recommendations of the City Arborist in comments dated 7.22.2015 regarding the protection of preserved trees and follow up tree care (particularly large heritage Red Oaks) shall be advised to all contractors and implemented during construction and after, to include no storage of materials within the drip line of trees and tree save measures as per ISA trees and construction recommendations as noted.

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 August 11, 2015 for application 2015-110 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:

- i. That the applicant shall prepare and submit a Parking Management Plan, for review and approval prior to the issuance of a Certificate of Occupancy, that addresses the issues outlined in the comments of the Traffic Engineering Reviewer dated 8.6.2015, and conduct a monitoring survey (including a survey of tenants automobile ownership) after the Motherhouse is fully occupied, the time period to be determined in consultation with the Planning Authority and the results advised to the Planning Authority; and

- ii. That the applicant shall work with the City and METRO to: (a) facilitate the placement of a METRO bus shelter in the vicinity of the site (located to benefit the residents of the Motherhouse), to include the provision of a bus shelter pad on the site if possible. If not possible the applicant shall document that the project meets the relevant ordinance waiver criteria; and (b) to determine a location for a new ADA compliant crosswalk on Stevens Avenue that would be constructed by the City and the applicant shall contribute \$15,800 to be placed in escrow to be used to construct the ADA compliant crosswalk; and
- iii. That the final proposals for any changes to the site and features between the Motherhouse and Stevens Avenue be submitted for review and approval by the City's Historic Program Manager, well in advance of implementation, to ensure that these address the site plan historic resources compatibility requirements; and
- iv. That the applicant shall address the comments of the Peer Engineering Reviewer dated 8.5.2015 regarding catchbasin information, and the further inspection of the existing 12" Corrugated Plastic Pipe installed below the ball fields to verify condition and suitability for reuse, both prior to the issuance of a building permit; and
- v. The developer/contractor/subcontractor must comply with conditions of the submitted and approved stormwater management plan and sediment and erosion control plan and associated inspection and maintenance manual, based on City standards and state guidelines. The owner/operator of the approved stormwater management system and all assigns shall comply with the conditions of Chapter 32 Stormwater including Article III, Post Construction Stormwater Management, which specifies the annual inspections and reporting requirements. A stormwater maintenance agreement for the stormwater drainage system shall be submitted, signed and recorded with a copy to the Planning Division and Department of Public Services prior to the issuance of a building permit; and
- vi. That the applicant shall address the comments of the Traffic Engineering Reviewer dated 8.6.2015 regarding the sight lines to pedestrians for the exit drive on Stevens Avenue, and the ramp design at the Walton Street driveway, both prior to the issuance of a building permit; and
- vii. That the outstanding capacity to serve regarding wastewater shall be submitted to the Planning Authority prior to the issuance of a building permit; and
- viii. That all external site lighting shall be full cut off in design, and prior to the issuance of a building permit the applicant shall submit further information in respect of area in front of the Motherhouse (driveway and stairs near entrance), to confirm that the light levels meet City standards.

ATTACHMENTS:

Staff Review comments and background information

- 1. DPS comments re crosswalk 8.5.15
- 2. DPS comments re Construction Management Plan 8.5.15
- 3. Peer Engineer Review comments 8.5.15
- 4. Parking Manager comments 8.6.15
- 5. Traffic Engineer Review comments 8.6.15
- 6. Fire Department final comments 8.4.15
- 7. City Arborist comments 7.22.15
- 8. Legal Department comments 8.3.15

Public comments

PC SP 1 C MilNeil

Applicant's Submittal

- A. (As to PB Workshop) Application and supporting documents
- B. (As to PB Workshop) Stormwater Report and Erosion Control
- C. Final submission Part 1: July 27, 2015 Responses; updated appl. form; Construction Management Plan
- D. Final submission Part 2: letter and updates July 29, 2015
 - 1 Updates
 - 2 Easements and Reciprocal Agreements
 - 3 Traffic, Parking and Circulation (all submissions incl from Workshop)
 - 4 Stormwater update
 - 5 Fire & Life Safety
 - 6 Lighting
- E. Neighborhood Meeting Certificates, Notes and Attendance 7.29.2015
- F. Motherhouse Condo Units condominium documents
- G. Parking background information 8.5.15

Plan Set

- P1 Cover
- P2 Existing Conditions
- P3 (Overall) Subdivision Plat
- P4 Sectional Subdivision Plat
- P5 Site Plan
- P6 Utility Plan
- P7 Grading, Drainage and Erosion control
- P8 Tree Preservation Plan
- P9 - P10 Landscape Plan and Details
- P11-P14- Details and Notes
- P15-P16 Watershed Plans
- P17 Photometric plan
- P18-P22 Floor Plans
- P23-P27 Elevations

From: David Margolis-Pineo
To: Jean Fraser
CC: Barbara Barhydt; Glenn Fenton; Tom Errico; Tom Ridge
Date: 8/5/2015 4:14 PM
Subject: Review comments for the Motherhouse

Also placed in Urban Insight

August 5, 2015

Memo To: Jean Fraser
|Barbara Barhydt
From: David Margolis-Pineo
Re: Review Comments for 605 Stevens Ave.
Motherhouse Senior Housing (2015-110)

The Department of Public Services has the following comment on the above proposed project.

1. The City will work with the applicant and Metro to located a mutually agreed upon location for a new sidewalk crossing on Stevens Ave. The City will be responsible to construct this ADA compliant crosswalk. Since this crosswalk is a key component to serve the applicant's proposed development the City is requesting \$15,800 to be placed in escrow to build the crosswalk.

From: David Margolis-Pineo
To: Errico Thomas; Jean Fraser
CC: Carol Merritt; Rhonda Zazzara
Date: 8/6/2015 9:20 AM
Subject: Fwd: RE: Motherhouse App Form and Construction Management Plan Rev
08-03-15

Jean,

I have reviewed and in agreement with the proposed Construction Management Plan presented for this project dated August 3, 2015. It is understood that once the contractor is selected, Street Opening Permits will be required for both Stevens Ave and Walton St and that the conditions of the Street Opening Permit and the City of Portland Technical Manual will apply to all work within the street right of way.

MEMORANDUM



TO: Jean Fraser, Planner
FROM: David Senus, P.E.
DATE: August 5, 2015
RE: Motherhouse Senior Housing, Final Level III Site Plan Application

Woodard & Curran has reviewed the response to comments submittal for the Final Level III Site Plan Application for the proposed senior housing development located at 605 Stevens Avenue in Portland, Maine. The project involves the rehabilitation of the existing "motherhouse" and associated site and circulation improvements.

Documents Reviewed by Woodard & Curran

- Response to Comments Letter and attachments, dated July 29, 2015, prepared by Licht Environmental Design, LLC, on behalf of Motherhouse Associates LP and Sea Coast at Baxter Woods Associates, LLC.
- Engineering Plans, Sheets G1, C4.0, C5.0, C6.0, C7.0, C7.1, C8.0, C8.1, revised July 28, 2015, prepared by FST on behalf of Motherhouse Associates LP and Sea Coast at Baxter Woods Associates, LLC.

Comments

- 1) A Plan, notes, and details have been provided 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, Sheet C6.0 should specify locations for catch basin inlet protection devices.
- 2) The proposed stormwater management system will rely on an existing 12" Corrugated Plastic Pipe installed below the ball fields to convey excess drainage away from the development area. The Applicant has noted that the outlet of the existing pipe has been inspected and appears to be in stable and good condition, and that the entire length of the pipe will be inspected with CCTV prior to construction to verify condition and suitability for reuse. Woodard & Curran recommends that this be made a condition of approval, to occur prior to receiving a building permit.
- 3) The Applicant has provided letters from utilities confirming capacity to serve the proposed development; however, as noted in the letters, approval of the final design plans by the utilities is still required. The Applicant is currently working with utilities for approval of final design and has requested that evidence of final approval be made a condition of approval. Woodard & Curran recommends that this be made a condition of approval, to be submitted prior to receiving a building permit.

All other review comments contained in the Woodard & Curran memorandum dated July 9, 2015 have been adequately addressed.



MEMORANDUM

TO: Jean Fraser, Planner
FROM: David Senus, P.E.
DATE: July 9, 2015
RE: Motherhouse Senior Housing, Final Level III Site Plan Application

Woodard & Curran has reviewed the Final Level III Site Plan Application for the proposed senior housing development located at 605 Stevens Avenue in Portland, Maine. The project involves the rehabilitation of the existing "motherhouse" and associated site and circulation improvements.

Documents Reviewed by Woodard & Curran

- Final Level III Site Plan Application and attachments, dated June 24, 2015, prepared by Licht Environmental Design, LLC, on behalf of Motherhouse Associates LP and Sea Coast at Baxter Woods Associates, LLC.
- Engineering Plans, Sheets C1-C9.1, dated June 24, 2015, prepared by FST, on behalf of Motherhouse Associates LP and Sea Coast at Baxter Woods Associates, LLC.

Comments

- 1) Site lighting is proposed, but a photometric plan has not been received at this time. The Applicant should provide a photometric plan in accordance with Section 12 of the City of Portland Technical Manual.
- 2) According to the project data sheet in the Project Application Form, the proposed development will disturb more than one acre; the Applicant is therefore required to file a Notice of Intent to Comply with the Maine Construction General Permit and a copy of the notice should be forwarded to the City. The project data sheet also indicates that the project will result in a net increase in impervious area of 299 square feet; however, the Stormwater Management Report indicates that the net increase in pavement area will be 2,000 square feet, and the water quality calculations indicate an increase in impervious area of 14,570 square feet. The Applicant should clarify what the net change in impervious area on the Site will be as a result of the proposed development.
- 3) 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 Standards: A Plan, notes, and details have been provided 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, Sheet C6.0 should specify locations for catch basin inlet protection devices.
 - b) General Standards: The Applicant proposes to provide water quality treatment for over an acre of impervious area through use of drip filter strips, infiltration trenches, and underdrained soil filter systems. Although the exact amount of proposed impervious area is unclear at this time (see comment 3), the Applicant's proposal will provide water quality treatment for an impervious area in far excess of the proposed increase in impervious area; as such, the project meets the City's requirements for conformance with the General Standards.
 - c) Flooding Standard: The Applicant's stormwater analysis compares pre-development (existing) stormwater runoff from the site with post-development (future) stormwater runoff. The results of their analysis indicate that the storage and infiltration measures associated with the proposed stormwater Best Management Practices will effectively reduce the volume and rate of stormwater runoff from the site. As such, the project is in conformance with the Flooding Standard. Based on review of the Applicant's proposal, the project should serve to benefit drainage conditions on the site, reduce inflow into the City's combined sewer system, and reduce the rate and volume of surface stormwater runoff into Baxter Woods.



- 4) The proposed stormwater management system will rely on an existing 12" Corrugated Plastic Pipe installed below the ball fields to convey excess drainage away from the development area. The Applicant should TV inspect the condition of this pipe and inspect the pipe outfall area prior to construction to ensure that the pipe and outfall are in good condition. Verification of pipe and outfall condition can be made a condition of approval, to occur prior to receiving a building permit.
- 5) Sheet C-6.0 – Some of the cleanouts in plan-view are not numbered, and therefore cannot be checked against the drain schedule.
- 6) The Applicant has provided letters from utilities confirming capacity to serve the proposed development; however, as noted in the letters, approval of the final design plans by the utilities is still required. The Applicant should provide the City with documentation demonstrating final approval by the utilities upon receipt.

From: John Peverada
To: Jean Fraser
CC: Barbara Barhydt; Thomas Errico <Thomas.errico@tylin.com>
Date: 8/5/2015 4:37 PM
Subject: 605 Stevens Ave Motherhouse Sr Housing

Jean,

As discussed earlier today, I fully agree that parking demand for the residential units of this project will be less than one vehicle per unit, however the overall parking demand will have to consider some other variables. Unlike a market rate no age restricted apartment complex, consideration will have to be given for employee parking, parking for care givers such as visiting nurses etc., and for visitors of the residents.

We constantly receive calls from agencies such as VNA, stating that their service providers cannot find available parking near projects such as 100 State St. My personal experience visiting my father at Park Danforth last year was that the number of off street parking spaces was a bit short of what was needed. (I never did a count of the number of units vs number of off street spaces); however several times I went to visit and the parking lot was full. I usually found a space on Stevens Ave, but one day due to UNE activities, all of the on street parking spaces on Stevens Ave. were full all of the way down to Elmwood St.

I bring this up to eliminate conflicts with this project, the existing neighbors and future care givers and visitors at this new location.

Please let me know if you have any questions.

Thanks
John

From: Tom Errico <thomas.errico@tylin.com>
To: 'Jean Fraser' <JF@portlandmaine.gov>
CC: David Margolis-Pineo <DMP@portlandmaine.gov>, Katherine Earley <KAS@portlandmaine.gov>, "Tarling, Jeff" <JST@portlandmaine.gov>, "JeremiahBartlett" <JBartlett@portlandmaine.gov>
Date: 8/6/2015 3:57 PM
Subject: 605 Stevens Avenue - Motherhouse Senior Housing

Jean - The Applicant has provided responses to my previous traffic comments and the following.

* The traffic impact study notes that the project will generate 18 AM peak hour and 22 PM peak hour trips. I need to review this in more detail but given the volumes estimated, the project would not be expected to have a significant impact on traffic conditions in the area.

Prior Status: As noted the project will not have a significant impact and therefore I have no comment as it relates to off-site traffic impacts.

Final Status: I have no further comment.

* As noted in the traffic impact study, there are no identified High Crash Locations in the project area.

Status: I have no further comment.

* The High School Parking lot layout is being modified. Dimensional details for the proposed layout should be provided.

Status: I will review details upon receipt of a revised plan.

Final Status: The applicant has provided the noted information and I find the layout to be acceptable.

* The modified driveway at Walton Street seems very wide with 15-foot entry and exit lanes. The applicant should provide information in support of the driveway design.

Status: The applicant has noted that they will provide vehicle turning templates in support of their design for review and approval.

Final Status: The applicant has revised the design of the driveway and I find it to be acceptable.

* The aisle width (22 feet) adjacent to the 8 parking spaces on the one-way egress road near Stevens Avenue does not meet City standards. Information in support of a formal technical standard waiver request shall be provided.

Status: The applicant has noted that there are NPS constraints that prevent providing a 24-foot width - the City standard. Given this constraint and the limited traffic volume and number of parking spaces impacted, I support a waiver from City standards.

Final Status: I have no further comment.

* The applicant should provide dimensional details for the area on the north side of the building where the 5 and 10 space parking areas are located.

Status: I will review details upon receipt of a revised plan.

Final Status: Details have been provided and I find conditions to be acceptable.

* The applicant should review landscaping and other features as it relates to providing safe sight distance when existing the site onto Stevens Avenue. I am particularly concerned about safety for pedestrians on the sidewalk.

Final Status: The applicant shall incorporate landscaping adjustments that provide acceptable sight lines to pedestrians walking on the Stevens Avenue sidewalk. No action is required by the applicant as it relates to on-street parking regulations, as that will be a component of the crosswalk and bus stop evaluation.

* A crosswalk is located at the egress driveway on Stevens Avenue and will need to be upgraded to meet accessibility standards. I would also like to review the location of the crosswalk to determine optimal placement.

Status: The applicant has agreed to upgrade the crosswalk to be ADA compliant. The applicant shall coordinate with METRO as it relates to this crosswalk location and whether METRO has any future improvement plans or requirements for the existing bus stop. The City, in conjunction with the METRO input, will make a determination on the crosswalk location.

Final Status: Please refer to DPS comments regarding this issue.

* A detail should be provided for the sidewalk ramp at the driveway on Walton Street to ensure that it is fully accessible.

Status: I will review the detail upon receipt of a revised plan.

Final Status: The sidewalk ramp detailed on the plan is not acceptable. The alignment of the ramp shall direct pedestrians along the Walton Street sidewalk. The applicant shall submit a revised plan for review and approval.

* The project is proposing three driveways and exceeds City standards. I support a waiver from this standard given that two of the driveways are one-way and the third driveway functions as a shared driveway with the High School.

Status: I have no further comment.

* The applicant should provide documentation that supports the parking supply being provided. The applicant shall conduct parking surveys (or obtain previously conducted surveys) at similar sites that are located off-peninsula. The applicant shall coordinate the methods of the survey with City staff.

Status: The applicant has provided parking summaries for projects located in South Portland, Falmouth, and Topsham. The applicant shall provide specific details on these developments (units, parking supply provided, tenant characteristics, etc.) and specific information on the parking/vehicle data and collection methods. I would also suggest the applicant provide parking information at the nearby ParkDanforth and Deering Pavilion developments.

Final Status: The applicant has provided supporting documentation that indicates similar projects in South Portland, Saco, Topsham, and Falmouth generate between 0.48 and 0.87 parking spaces per residential unit with an average parking rate of 0.65 spaces per unit. As proposed, the project will be providing 73 parking spaces for 88 residential units for a parking rate of 0.83 parking spaces per unit. Given that the project is located in proximity to METRO service and walkable/bikeable commercial land uses (versus the more suburban sites surveyed), the parking supply would be expected to meet the demands of the project. However, I do have concerns as it relates to interaction of parking users at the High School, the Smith Wing, the Play Fields, and the Motherhouse. I do suggest that a parking management plan be developed that addresses how peak events are managed such that vehicles are not encroaching into abutting parking areas. An example of this would be use of Motherhouse parking spaces (conveniently located near the fields) by visitors of sporting events. Additionally, are there any future growth assumptions at the High School that should be accounted for. The management plan should also look at opportunities for sharing parking so that on-street public parking pressures are minimized. During busy Motherhouse times periods, there may be opportunities to utilize the large High School parking lot. I would suggest that in conjunction with this parking management plan a monitoring survey be conducted following the full occupancy of the Motherhouse. The survey would be conducted at one time period (in consultation with the City) and include a survey of tenants regarding automobile ownership.

If you have any questions, please contact me.

Best regards,
Thomas A. Errico, PE
Senior Associate
Traffic Engineering Director

MEMORANDUM

To: FILE

From: Jean Fraser

Subject: Application ID: 2015-110

Date: 8/6/2015

Comments Submitted by: Keith Gautreau/Fire on 7/8/2015

Access to the site looks good from Stevens Ave. and Walton Street. The proposed plan shows great access to all four sides of the structure and ample turn around room for emergency vehicles.

Comments Submitted by: Keith Gautreau/Fire on 7/8/2015

2009 NFPA 1 Chapter 18 Fire Department Access and Water Supply

18.1 General

18.1.1 Plans

18.1.1.1 Fire Apparatus Access

18.1.1.2 Fire Hydrant Systems

18.2 Fire Department Access

18.2.2 Access to structures or Areas

18.2.2.1 Access Box(es)

18.2.2.2 Access to Gated Subdivisions or Developments

18.2.2.3 Access Maintenance

2009 NFPA 1 18.2.3 Fire Department Access Roads

18.2.3.1 Required Access

18.2.3.2 Access to Building

18.2.3.3 Multiple Access Roads

2009 NFPA 1 18.2.3.4 Specifications

2009 NFPA 1 18.2.3.4.1 Dimensions

18.2.3.4.1.1 Fire Department access roads shall have an unobstructed width of not less than 20 ft.

18.2.3.4.1.2 Fire department access roads shall have an unobstructed vertical clearance of not less than 13 ft 6 in.

18.2.3.4.2 Surface

18.2.3.4.3 Turning Radius

18.2.3.4.7 Traffic Calming Devices

18.2.3.5 Marking of Fire Apparatus Access Road.

18.2.4 Obstruction and Control of Fire Department Access Road.

18.2.4.2 Closure of Accessways.

2009 NFPA 1 18.2.3.4.1 Dimensions

18.2.3.4.1.1 Fire Department access roads shall have an unobstructed width of not less than 20 ft.

18.2.4 Obstruction and Control of Fire Department Access Road.

18.2.4.1.1 The required width of a fire department access road shall not be obstructed in any manner, including by the parking of vehicles.

18.2.4.2 Closure of Accessways.

18.2.4.2.2 Where required, gates and barricades shall be secured in an approved manner.

-Knox padlocks are required at gates(locks are to be ordered at Central Fire Station 380 Congress St.)

Comments Submitted by: Keith Gautreau/Fire on 8/4/2015

The proposed plan meets the Emergency Access Lane and Gate Standards. There is a hydrant right at the corner of the exit on Stevens Ave. With the Master Plan moving forward there will need to be additional hydrants added but the one on Stevens Ave. is sufficient for the Mother House building.

From: Jeff Tarling
To: Jean Fraser
CC: Barbara Barhydt; David Margolis-Pineo
Date: 7/22/2015 5:33 PM
Subject: Re: URGENT Motherhouse subdiv and site plan 2015-110

Jean -

The 'tree save' plan seems reasonable and attempts to save the heritage old growth Red Oaks lining the former roadway. New trees and landscape: overall meets approval with the exception of the small crescent shaped parking lot near the McAuley School building, see graphic below. This area does not appear to have any landscape treatment. The project also calls out for a 'relocated spruce', it is our experience that transplanted trees generally do very poorly in the long run, great if they want to try, the performance guarantee should cover an additional \$500. for replacement.

Recommendations - 'Tree Save' areas within construction zones shall be protected with fencing and tree protection measures on root zone. No storage of equipment or materials within the 'drip line' of trees, other than on paved surfaces. The large heritage Red Oaks are a primary landscape / historic feature and should be a priority area for followup tree care. This includes deadwood pruning and soil aeration along with strict enforcement of 'tree save' measures, including fencing, following ISA trees & construction recommendations see web links. Rain garden construction may impact root zones and careful coordination is needed between project team and the City Arborist.

See ISA web links on 'Tree Save & Construction':

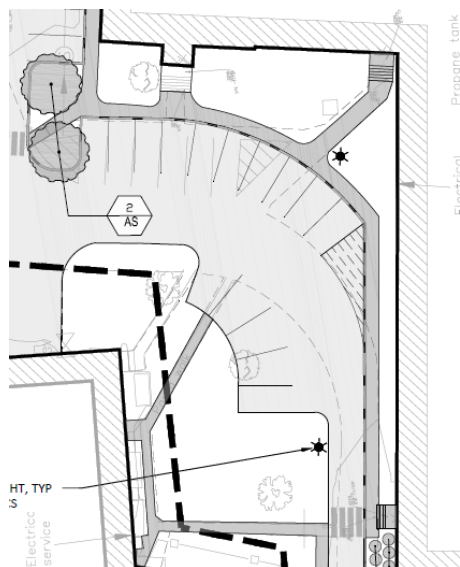
<http://www.treesaregood.com/treecare/resources/AvoidingTreeDamage.pdf>

<http://www.treesaregood.com/treecare/resources/ConstructionDamage.pdf>

Tree Fund - Plan view tree count is 60 trees that might count towards the one tree per unit standard. Field verification is needed. Twenty eight trees would be the 'Tree Fund' contribution to be used near the project area.

Jeff Tarling
 City Arborist

Sketch showing possible increased landscape treatment:



From: Jennifer Thompson
To: Jean Fraser
Date: 8/3/2015 3:16 PM
Subject: Re: mother house project

I don't think the submission of drafts as a condition of approval satisfies the RTI requirements. So, it seems to me that they should be able to submit a draft of all of the easements they are proposing before the hearing and then make submission of fully executed agreement a condition of approval.

From: Christian MilNeil <c.neal.milneil@gmail.com>
To: Jean Fraser <JF@portlandmaine.gov>, Jeff Levine <jlevine@portlandmaine.g...
CC: Ed Suslovic <esuslovic@portlandmaine.gov>, Jesse Thompson <jesse@kaplant...
Date: 7/8/2015 2:32 PM
Subject: Street connectivity for 605 Stevens Avenue

Hi all,

As the city takes up the Site Plan application for 605 Stevens Avenue (the Motherhouse and Catherine McAuley site) I'd like to weigh in with a request for a new public street connection through the development to connect Stevens and Forest Avenues, consistent with the requirements of section 14-498 of the city's zoning code, which requires new developments to continue the predominant pattern of blocks in surrounding neighborhoods.

A new street connection would provide transportation benefits, of course – relieving traffic pressure on existing neighborhood streets, and allowing for more convenient bike/ped and transit access between the proposed project and adjacent neighborhood businesses and schools.

But public street access to Stevens Avenue will also be crucial for any future redevelopment of the adjacent Deering Pavilion property, which the Council recently rezoned to R-6A in hopes that it would support additional transit-oriented housing development in the future.

For the developer, dedicating a new public street with on-street parking should count towards zoning-mandated parking and open space requirements. But instead of paying property taxes, stormwater fees and pavement maintenance costs for a traditional, privately-owned parking lot, a public street could serve the same access and parking functions, but without the costs to the property manager.

More than anything, though, having a public street – as opposed to the networks of dead-end driveways we've seen in other recent senior housing projects – will make a big difference in whether this emerging district feels like a neighborly extension of Deering Center, or a gated community on the outskirts and with little interaction with the outside world. Obviously, I'd prefer the former, and I think many of this development's future residents would as well (note how marketing materials for the recent "Munjoy Heights" project played up the development's Portland Trails connections to Cove Street and the Jack Path as resident amenities).

I'm hoping that the Planning Board, city staff and developers can work together to make this happen. Thanks for considering it.

-Christian MilNeil
 45 Smith Street

The Vigorous North:
 A field guide to the wilderness areas of American cities.
<http://www.vigorousnorth.com>

Motherhouse Senior Housing Subdivision and Final Level III Site Plan Application

605 Stevens Avenue & Walton Street
Portland, Maine



June 24, 2015

Prepared for:

Motherhouse Associates LP &
Sea Coast at Baxter Woods Associates, LLC
100 Commercial Street, Suite 414
Portland, Maine 04101





June 24, 2015

J14.067

Barbara Barhydt
 Development Review Manager
 Planning and Urban Development Department
 Planning Division
 389 Congress Street, 4th Floor
 Portland, Maine 04101

Motherhouse Senior Housing
605 Stevens Avenue and Walton Street
Motherhouse Lot 3 - Level III Site Plan Review and Subdivision Application Submission
(CBL 136 E006001, 143 F004000, 144 B001000)

Dear Barbara:

On behalf of Motherhouse Associates LP and Sea Coast at Baxter Woods Associates, LLC we are pleased to submit a Subdivision and a Level III Site Plan Application for the redevelopment of the Motherhouse for staff and Planning Board review. The applications are being submitted pursuant to the Portland Land Use Code Articles IV Subdivision and Article V Site Plan review, respectively.

Enclosed are one (1) hard copy of the following materials and Site Plans and PDF copies on an attached CD-Rom:

- Cover Letter
- City of Portland LIII Preliminary and Final Site Plans Development Review Application
- Site Plan/Subdivision Application Fee (Submitted separately)
- Exhibit 1 – Right, Title & Interest
- Exhibit 2 – Context Map
- Exhibit 3 - USGS Quad Locus
- Exhibit 4 - Assessors Maps
- Exhibit 5 - Compliance with Zoning
- Exhibit 6 - Easements & ROWs
- Exhibit 7 – Waiver Requests
- Exhibit 8 - Financial and Technical Ability
- Exhibit 9 – Traffic Analysis
- Exhibit 10 – Soils
- Exhibit 11 – Construction Management Plan
- Exhibit 12 – Agency Letters - Natural Areas
- Exhibit 13 – Consistency with Master Plans
- Exhibit 14 – Utility Serviceability Letters
- Exhibit 15 – Lighting
- Exhibit 16 – Stormwater Management and Erosion & Sedimentation Control
- Exhibit 17 – Metro Map

1. INTRODUCTION & BACKGROUND:

Motherhouse Associates, LP and John B. Wasileski representing Seacoast at Baxter Woods Associates, LLC are proposing to redevelop the historic St. Joseph's Convent and surrounding grounds into a senior living community. The property, located off Stevens Avenue and Walton Streets contains 18.98 acres including the Catherine McAuley High School and fields, St. Joseph's Convent and St. Catherine's residence hall. The highlight of the proposed plan is the re-purposing of the historic former St. Joseph's Convent "Motherhouse" into 88 affordable and market rate senior apartments and common areas.

The overall project was presented to and received a positive recommendation from the Planning Board to amend the zoning district from R5 to R5A and is currently before the Council for a formal final Map Amendment.

As the Board and Staff are aware, the Lot 3 Motherhouse development is being pursued by the applicant for a Maine State Housing - Low Income Housing Tax Credit (LIHTC) and Department of the Interior Historic Tax Credit (HTC) Financing. This project aligns directly with the City's affordable housing initiative and policies and will result in the re-purposing of one of the historic gems of the City which has for years laid fallow. The timelines for the financing applications have required that the Motherhouse site plans be submitted in advance of the full project master plan. However the applicants are committed to furthering the site master plan for the additional site development on Lot 4 subsequent to a successful permitting process for Lot 3.

Our design team includes:

- Licht Environmental Design, LLC – Project Manager
- Carroll Associates – Master Planning and Landscape Architecture
- Fay, Spofford & Thorndike – Civil Engineering
- Archetype, PA –Architecture
- Maine Traffic Resources – Traffic Assessment
- Titcomb Associates – Surveying

2. MOTHERHOUSE LIII SITE PLAN AND SUBDIVISION REVIEW:

The scope of this application is for the Motherhouse re-development and specifically includes:

- a. Level III Site Plan approval in accordance with Article V Section 14-523(f);
- b. Overall 4-Lot Master plan Subdivision Review pursuant to Article IV Section 14-495;
- c. Sectional Recording Plat – Motherhouse Lot 3 subdivided into 88 apartment units.

The applicant will follow through with a Master Development Plan Application for the development of the Lot 4 Senior Housing campus following the Motherhouse permitting process. The two lots as well as the McAuley High School Lot 1 and St. Catherine's Lot 2 will share to a degree, common facilities, utilities, access and parking. Easements have been provided and listed on the subdivision plans where required.

3. EXISTING CONDITIONS AND ZONING

- A. *Zoning:* The 18.98 acre property is currently located within the R5 - Medium Density Residential District. The anticipated re-zoning will result in portions of the campus remaining in R5 (Lots 1

and 2) and portions of Lots 3 and 4 within the R5A Zone. Both multifamily and congregate uses are now permitted in the R5A Zone.

- B. *Existing Uses:* As stated earlier the campus includes the Motherhouse and what is known as the “Smith Wing” - the northern addition to the Motherhouse, McAuley High School and St. Catherine’s Residence Hall. This application does not change the use of the high school or St. Catherine’s. The Motherhouse, once home to scores of nuns, has been vacant for years except for minimal use as administrative offices or use of the chapel by the McAuley students and staff. However the Smith Wing has and will continue to be used as administrative offices as part of McAuley High School including approximately 5-6 parking spaces outside of that wing.
- C. *General Conditions and Parking:* The overall campus contains the McAuley High School and associated athletic fields and parking, St. Catherine’s residence hall and the Motherhouse and includes several shrines amongst the maintained gardens and grounds. The eastern side of the site is occupied by the school athletic fields and a wooded wetland located at the eastern edge of the site below the fields. Wetlands were delineated by Hampton Associates in the spring of 2015. The main access to the campus is currently from Walton Street with secondary lesser access from Stevens Avenue through two driveway gates of which one is normally closed. A main parking lot for approximately 100 cars exists adjacent to the McAuley High School and parking is interspersed throughout the site totaling approximately 155 spaces+/- . Additional formal parallel parking is available, but not normally used, on Stevens Avenue. The pavement conditions vary on-site from good to poor depending on the site location. Refer to the Existing Conditions Plan – Sheet C1 for additional site information.
- D. *Existing Buffers, Landscaping and Visual Quality:* The Motherhouse and campus in general contain a large number of mature hardwood and softwood specimen trees as well as several shrines and garden grotto areas associated with its past history as a convent. The project will save and protect as many trees as possible (see Tree Preservation Plan). The views from Stevens Avenue are muted and screened to a large degree by a thick hedge along with the ornate fence along the entire length of the Stevens Avenue property line. However the majestic prominence of the Motherhouse and gold dome enhance the character of the neighborhood providing a sense of place and prominence as such an historic building and grounds should.

Views from Baxter Woods are also well buffered even from the very near the fence line which is actually on the campus property. Walton Avenue offers a framed view of the internal athletic fields, the Motherhouse and the Smith Wing. St. Catherine’s is a proud building representing period architecture and buffered by a ring of mature hardwood trees.

What may not be apparent to most visitors to the site is that the McAuley campus property extends 33 feet beyond the chain link fence demarking the apparent southern property line to the actual property line. This McAuley Campus property is for all practical purposes part of Baxter Woods and includes the side trail used by the public near the fence line. This strip is part of a 66-foot wide road reserved by Mayor James Baxter in the 1908 deed to the Roman Catholic Bishop Corporation (*Exhibit 1*). The applicant will provide covenants and restrictions on the use of this significant wooded buffer to maintain its natural state and not be developed subject to any rights the City of Portland has over future use of that right of way.

- E. *Unique Natural Areas:* We have contacted the Maine Department of Inland Fisheries and the Maine Natural Areas Program requesting a review of their respective databases for rare or unique habitat or plants on the property. Responses will be forwarded to the Planning Department when received. The City of Portland does not list any rare or unique areas on the property. The wooded 33-foot right of way at the edge of Baxter Woods will be preserved. (Refer to *Exhibit 12* for agency request letters.)
- F. *Utilities and CSO's:* Existing water (domestic and fire main), sanitary sewer, stormdrainage, electric/communications and natural gas utilities are available in both Stevens Avenue and Walton Streets. The Motherhouse water and natural gas services are from Stevens Avenue. Electric service is currently provided from an overhead pole line into the site from Walton Street to a pole mounted transformer behind the Smith Wing and into the rear (east side) of the building. There is minimal site lighting on the property.

A large above ground fuel oil tank is located at the rear (west) side of the building which will be removed.

Sanitary sewer discharges into a common 8-Inch sanitary main to the northeast of the Smith Wing of the Motherhouse which runs to the east then north to a connection in Walton Street. A recent video analysis of that main suggests that the majority of the line is of PVC piping and in good condition. However the last section of pipe to the east of St. Catherine's into Walton Street was found to be old transite and VCT pipe (assumed circa 1910+/-) which will have to be removed and replaced.

The design team has met with the City Engineer and reviewed both stormwater and combined sewer overflow (CSO) systems in the vicinity and down gradient of the site. Although Walton Street, the receiving trunk line, has been separated to beyond the site sanitary connection, that main discharges in the collector main in Forest Avenue which is not yet separated. Therefore the site is considered to discharge to a CSO system.

The Motherhouse contains a series of gutters and roof drain downspouts which are believed to originally connect below grade to the foundation footing drains and eventually to the building sewer as was the practice 100 years ago. Some of the roof downspouts have deteriorated or been disconnected at the building drip edge. The proposed building rehabilitation will connect all roof drains to drip edges and to a storm drain system reducing or "separating" the flows to the Walton and Forest Avenue CSO system. Refer to Proposed Development - Section E discussion below for proposed utilities.

4. PROPOSED DEVELOPMENT - MOTHERHOUSE LOT 3

For the purpose of the 4 -Lot campus Subdivision Application and the Level III Site Plan Application, the project description will refer primarily to the proposed Motherhouse Lot development. Refer to the attached Exhibits and accompanying Site Plans and Architectural Plans for detailed site information.

- A. *Motherhouse Rehabilitation:* The Motherhouse is a 4-story structure and will be re-developed into 88 senior apartment units. The breakout will include 66 affordable units and 22 market rate units. There will be a mix of 68 studio and 20 single bedroom apartments. The mix of units is

based both on current demands on similar projects throughout Maine and on the metrics of the internal design of the building. As a former convent the structure has wide hallways, common areas, grand stairways and the stunning three story chapel complete with stained glass windows, alter and a grand organ. The basement level contains a former kitchen & dining area, utility areas, elevator and two internal/external courtyards. The northern courtyard is accessible from the outside rear of the building and is completely paved. The southern courtyard is in disrepair and is accessed through the rear overhead door utility entry. (See Architectural Plans and Existing Condition Plan.

The Motherhouse and the Smith Wing are, for the purposes of the sale of the property proposed as condominium Unit 1 and Unit 2 respectively, of the McAuley Place Condominium. The formal Declaration of the condominium would be prepared and recorded following the closing on the property.

As an historic building¹, all design and construction work and materials will conform to the Department of the Interior standards for rehabilitation and preservation under the Historic Tax Credit review process. The applicant and architects, Archetype, PA have been working closely with the historic preservation officer to facilitate appropriate design standards for the building and site.

The project will retain the Chapel in its current condition and does not anticipate any renovations to the attic space. The Smith Wing, while connected to the Motherhouse is functionally separated and is not a part of the proposed Site Plan review application.

Externally the building has no formal ADA access, with most doorways being raised one-half story over the daylight basement and stone plinth base of the building. Grades drop nearly 5 feet from the ceremonial front facing Stevens Avenue to the rear entry – exposing daylight windows at half story height. The rear of the building contains a two story porch and a free standing car port which will be razed.

Functionally, the project will make a dramatic change in the entry to the building. The main entry and parking lot will be from the rear or west side of the building under the existing porch. The front central doorway and two side entrances will be used by residents as secondary entrances with keyed or similar security system employed. The two end doorways on the east elevation (towards Stevens Avenue) will become part of new units and possibly closed off.

It is anticipated that most mechanical units will be on the rear roof areas and will not be visible from Stevens Avenue. Final design of these systems will proceed commensurate with final architectural plans.

- B. Site Layout and Circulation:* Lot 3 contains 4.39 acres and includes approximately 330 of frontage on Stevens Avenue and a 50-foot access to Walton Street. The existing parking lot entrance off Walton Street will be re-designed as a two lane boulevard with curbing and a center landscaped island. The design will include a more organized circulation and parking striping pattern for the existing McAuley parking lot and a designated two-way entry onto the

¹ The Motherhouse is eligible but not however listed on the National Register of Historic Places.

new campus access drive. The main access corridor will serve as the future “spine” for access to the future Lot 4 development and will be 22 feet wide and paved. The access drive will loop to the south side of the building where it becomes one way in from Stevens Avenue. The existing paved ceremonial “loop” on the Stevens Avenue (front) side of the building will have a one-way in at the south gate and one way out at the north gate and be signed for right-turn only. Access to the north side of the building (Smith Wing and side door) will be two-way from the new main access drive from Walton Street and one way from Stevens Avenue. Additional parking will be added on the south and north sides of the building. (Refer to the Site Plan.)

Existing paved areas around the Motherhouse will be either ground and re-shimmed to meet new grades, box cut to provide new base material and pavement or turned into landscaped areas (See Layout & Materials Plan.) Curbing will be minimized to provide more of a campus feel as it exists today and used sparingly at intersections, as required for drainage and against walkways.

Lot 3 will provide 73 parking spaces (64 regular spaces and 9 handicap spaces) for a ratio of 0.83 spaces per unit. The plan will provide approximately 82 spaces at the McAuley HS lot. Refer to the Site Plan for site and parking tables.

The proposed Lot 3 site plan will not result in the loss of any existing playing fields. There will be some minor construction directly adjacent to the west side of the field complex for construction of the new access drive and utilities which will have only a short term impact.

- C. *Pedestrian and Bicycle Circulation:* The site design will provide new paved and concrete/paver walkways to create a strong pedestrian connection to Walton Street and to Stevens Avenue from the new west side entrance as well as from other doorways. Internal connections between McAuley HS, St. Catherine’s and the Smith Wing will continue to be used and enhanced as shown on the plans to provide a walk able campus. Several sections of former walkways near the athletic fields which conflict with the new site design will be removed and landscaped.

Twelve external bicycle racks will be provided and space for 24 bicycles provided internally in a secured room. (Refer to Site Plan.)

- D. *Mass Transit Connections:* The site sits uniquely in a location serviced by the metro bus service. There are metro stops on Stevens Avenue and nearby on Forest Avenue a short walk from the site. Typical senior facilities find that a portion of residents do not own cars and those who do in an urban or semi-urban setting rely heavily on mass transit and walking for their day to day activities. (See Metro Map, *Exhibit 17*.)
- E. *Utilities:* The existing utilities are dated and will be upgraded with new services. (Refer to *Exhibit 14* for Letters of Serviceability and flow projections.)
1. Natural Gas – to be provided from Stevens Avenue.
 2. Water – A new fire and domestic service will be connected from Stevens Ave. to the building. The applicant is working with Portland Water District to review best options for servicing Lot 4 from the new main as well.
 3. Sanitary Sewer – The existing sanitary sewer main located at the rear (west) side of the building will be maintained, a new manhole installed and the older sections replaced to

the connection with Walton Avenue. The applicant has submitted the Wastewater Capacity Application and supporting flows to the Department of Public Services for review with estimated flows of 6,776 gallons per day of water/wastewater projected for the Motherhouse development.

4. **Electric/Communications** – Two options for providing electric service are being considered with Central Maine Power Company (CMP). The first is to eliminate the entire existing overhead pole line from Walton Street and provide an underground service to a three - phase transformer located at the west side of the Motherhouse/Smith Wing. The second option is to leave the existing pole line up to pole #179.3 behind the Smith Wing and drop into an underground service and transformer and into both buildings. The selected option will be determined with further review with CMP. Refer to the Utility Plan.
- F. **Site Lighting:** The project will provide site lighting fixtures along the new entrance drive from Walton Street and within the proposed parking and pedestrian areas around the Motherhouse. Refer to Exhibit 15 for lighting cut sheets and the Site Plan and Landscape and Lighting Plan for light fixture locations. The design intent is to provide subtle safety lighting and to not over-illuminate the site. Building lighting will be limited to external doorways and will be reviewed for historic compatibility through the HTC review process. Refer to the Landscape and Lighting plan for light fixture locations.
- G. **Solid Waste Management:** The Motherhouse will not require a formal dumpster. Residents will be required to bring trash and recyclable materials to a dedicated waste management room located on the lower level of the Motherhouse for sorting into roll-away bins which will be rolled to the back drive at the north courtyard and picked up by a waste hauler. The facility will contract with a licensed waste hauler for pick up and disposal.
- H. **Stormwater Management and Erosion & Sedimentation Controls:** Refer to Exhibit 16 for a discussion of Stormwater Management and Erosion Controls. A Stormwater Management report prepared by FST is bound separately and accompanies this submittal.
- I. **Landscaping and Buffers:** The approach to the landscape plan for the project has been to preserve as many of the existing mature trees on site and provide supplemental infill where appropriate. Carroll Associates has performed an inventory of the existing trees on-site and prepared a Tree Preservation Plan, Sheet L1.0. The new and reconstructed parking and access drives have been laid out to respect the existing trees, landscaping and gardens to the greatest extent possible. There will be no impact to buffers to Baxter Woods from the Motherhouse development.

Proposed landscaping will be consistent with and compliment the style of the existing campus with simple planting beds to enhance the west side and east corners of the building and proposed trees spaced around the building and parking. The new entry off Walton Street will require the removal of several trees at the north edge of the property which will be replaced with center island plantings and trees. The main access drive will be defined by an alley of trees as one enters the site where currently there is stark pavement to create a formal entry statement to the site. Refer to the Landscape and Lighting Plan for additional details.

- J. *Easements:* Refer to the Overall Subdivision Plan, Sheet C2 for existing and proposed easements. The proposed Motherhouse development will require cross-easements with Lots 2 and 4 for sewer and drainage. Additionally any required shared parking and access easements between the lots will be provided and added to the plans prior to final approvals.
- K. *NFPA-1 and Fire Safety Code Review:* The project architects, Archetype, PA, will provide a fire safety code review under separate cover and forward to the Planning Department for review. the design team will also review site fire access and safety with the Fire Chief.

5. SUMMARY:

In summary we believe that the proposed Lot 3 Motherhouse Level III Site Plan and Overall Subdivision plans meet the requirements of the Portland Land Use Code - Subdivision Article IV and Site Plan Article V. The project will both preserve a significant landmark in the City and provide affordable housing for the residents of Portland in a unique setting.

We look forward to meeting the Planning Board on July 14th. In the meantime our project team remains available to meet with staff to review the application in further detail or to provide any additional information if required.

Sincerely,



Frederic (Rick) Licht, PE, LSE
Principal

Encl: As Noted

Cc: (via email - PDF copy)

John Wasileski; Sea Coast at Baxter Woods Associates, LLC
Sister Lindora Cabral; Sisters of Mercy of the Americas Northeast Community, Inc.
Daniel Justynski; Sisters of Mercy of the Americas Northeast Community, Inc.
Dennis Keeler; Pierce Atwood, LP
Matt Teare; C/O Sea Coast at Baxter Woods Associates, LLC
David Haynes; RLA; Seacoast Management Company
Kevin Bunker; Motherhouse, LLC
Ron Epstein; Jensen, Baird, Gardner & Henry
Natalie Burns; Jensen, Baird, Gardner & Henry
Pat Carroll; Carroll Associates, Landscape Architects
Andrew Johnston; Fay, Spofford & Thorndike



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.
- ☒ I intend to deliver a payment method through the U.S. Postal Service mail once my application paperwork has been electronically delivered. *check to be hand delivered.*

Applicant Signature: *Jeff Levine*

Date: 6/25/15

I have provided digital copies and sent them on: *Jeff Levine*

Date: 6/25/15

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.

PROJECT NAME: Motherhouse Senior Housing

PROPOSED DEVELOPMENT ADDRESS:

605 Stevens Avenue and Walton Street

PROJECT DESCRIPTION:

Level III Site Plan - Proposed rehabilitation of the former St. Joseph's Convent into 88 Units of affordable and market rate senior housing and proposed Subdivision of McAuley Campus into 4 Lot for Masterplan development as a Senior Living Campus.

136-E006001 & (143 F004 144B001)

CHART/BLOCK/LOT: _____

PRELIMINARY PLAN

_____(date)

FINAL PLAN

June 24, 2015(date)

CONTACT INFORMATION:

Applicant – must be owner, Lessee or Buyer Name: Motherhouse Associates, LP and Sea Coast at Baxter Woods Associates, LLC Business Name, if applicable: Address: 100 Commercial Street, Suite 414 City/State : Portland, ME Zip Code: 04101	Applicant Contact Information Work # C/O Kevin Bunker Matt Teare Home# 207.837.2418 Cell # 207.766.1632 Fax# e-mail: kbunker@gmail.com mteare@highlandgreen lifestyle.com
Owner – (if different from Applicant) Name: St. Joseph's Convent & Hospital C/O Sisters of Mercy of the Americas Northeast Community, Address: Inc. 15 Highland View Road City/State : Zip Code: Cumberland, RI 02864	Owner Contact Information Work # Attn: Sister Lindora Cabral Home# Cell # Fax# 207.333.6450 e-mail: lcabral@mercyne.org
Agent/ Representative Name: Frederic (Rick) Licht, PE, LSE Licht Environmental Design, LLC Address: 35 Fran Circle City/State : Gray, ME Zip Code: 04039	Agent/Representative Contact information Work # 207.749.4924 Cell # 207.749.4924 e-mail: rlicht@securespeed.net
Billing Information Name: Matthew Teare Sea Coast at Baxter Woods Associates, LLC Address: 100 Commercial Street, Suite 414 City/State : Portland ME Zip Code: 04101	Billing Information Work # 207.837.2418 Cell # 207.837.2418 Fax# e-mail: mteare@highlandgreenlifestyle.com

Engineer Name: Fay, Spofford & Thorndike C/O Andrew Johnston Address: 778 Maine Street, Suite 8 City/State : South Portland, ME Zip Code: 04106	Engineer Contact Information Work # 207.775.1121 Cell # Fax# 207.879.0896 e-mail: ajohnston@fstinc.com
Surveyor Name: Titcomb Associates David Titcomb, PLS Address: 133 Gray Road City/State : Falmouth, ME 04105 Zip Code:	Surveyor Contact Information Work # 207.797.9199 Cell # 207.797.9018 Fax# e-mail: dtitcpomb@titcombsurvey.com
Architect Name: Archetype, PA David Lloyd Address: 48 Union Wharf City/State : Portland, ME Zip Code: 04101	Architect Contact Information Work # 207.772.6022 Cell # Fax# 207.772.4056 e-mail: lloyd@archetypepa.com
Attorney Name: Jensen, Baird, Gardner & Henry Ron Epstein/Natalie Burns Address: 10 Free Street, PO Box 04112 City/State : Portland ME Zip Code: 04112	Attorney Contact Information Work # 207.775.7271 Cell # Fax# 207.775.7935 e-mail: repstein@jbgh.com/nburns@jbgh.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) ☒ 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) ☒ Subdivisions (\$500 + \$25/lot) # of Lots <u>92</u> x \$25/lot = <u>\$2800</u> ☐ Site Location (\$3,000, except for residential projects which shall be \$200/lot) # of Lots <u> </u> x \$200/lot = <u> </u> ☐ Other <u> </u> ☐ Change of Use ☐ Flood Plain ☐ Shoreland ☐ Design Review ☐ Housing Replacement ☐ Historic Preservation Subddivision - 4 lots + 88 units = 92 lots/units
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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:

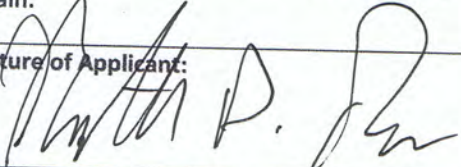
1. One (1) full size site plans that must be folded.
2. One (1) copy of all written materials or as follows, unless otherwise noted:
 - a. Application form that is completed and signed.
 - b. Cover letter stating the nature of the project.
 - c. All Written Submittals (Sec. 14-525 2. (c), including evidence 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 III 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: 6/25/15
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PROJECT DATA

The following information is required where applicable, in order to complete the application.

Total Area of Site	191,066 (LOT 3 Motherhouse) sq. ft.	
Proposed Total Disturbed Area of the Site	3.1 Acres (135,036 sf)	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)	167,748 (Entire Campus)	sq. ft.
Impervious Area (Total Proposed)	168,047 (Entire Campus)	sq. ft.
Building Ground Floor Area and Total Floor Area		
Building Footprint (Total Existing)	24,065	sq. ft.
Building Footprint (Total Proposed)	24,065	sq. ft.
Building Floor Area (Total Existing) (excluding chapel and attic)	102,241	sq. ft.
Building Floor Area (Total Proposed) excluding chapel and attic)	102,241	sq. ft.
Zoning		
Existing	R5	
Proposed, if applicable	R5 and R5A	
Land Use		
Existing	Former Convent and Campus	
Proposed	88 Units Senior Housing	
Residential, If applicable		
# of Residential Units (Total Existing)	0	
# of Residential Units (Total Proposed)	88	
# of Lots (Total Proposed)	4	
# of Affordable Housing Units (Total Proposed)	66	
Proposed Bedroom Mix		
# of Efficiency Units (Total Proposed)	68	
# of One-Bedroom Units (Total Proposed)	20	
# of Two-Bedroom Units (Total Proposed)	0	
# of Three-Bedroom Units (Total Proposed)	0	
Parking Spaces		
# of Parking Spaces (Total Existing)	Lot 3 = 34+/- Campus = 150-155+/-	
# of Parking Spaces (Total Proposed)	Lot 3 = 73	
# of Handicapped Spaces (Total Proposed)	9	
Bicycle Parking Spaces		
# of Bicycle Spaces (Total Existing)	0	
# of Bicycle Spaces (Total Proposed)	12 exterior + 24 interior = 36	
Estimated Cost of Project		
	TBD	

PRELIMINARY PLAN (Optional) - Level III Site Plan

Applicant Checklist	Planner Checklist	# of Copies	GENERAL WRITTEN SUBMISSIONS CHECKLIST
		1	Completed Application form
		1	Application fees
		1	Written description of project
		1	Evidence of right, title and interest
		1	Evidence of state and/or federal approvals, if applicable
		1	Written assessment of proposed project's compliance with applicable zoning requirements
		1	Summary of existing and/or proposed easement, covenants, public or private rights-of-way, or other burdens on the site
		1	Written requests for waivers from site plan or technical standards, if applicable.
		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
NA		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
		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
		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;
NA			Ground water protection measures;
X			Existing and proposed sewer mains and connections;

- Continued on next page -

HYDRANTS		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;
SEE REPORT		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;
NA		A shadow analysis as described in Section 11 of the Technical Manual, if applicable;
NA		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;
SEE REPORT		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;
LOCATION ONLY		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.



**PORTLAND FIRE DEPARTMENT
SITE REVIEW
FIRE DEPARTMENT CHECKLIST**



A separate drawing[s] shall be provided as part of the site plan application for the Portland Fire Department's review.

1. Name, address, telephone number of applicant
- 2.
3. Name address, telephone number of architect
4. Proposed uses of any structures [NFPA and IBC classification]
- 5.
6. Square footage of all structures [total and per story]
7. Elevation of all structures
8. Proposed fire protection of all structures
 - **As of September 16, 2010 all new construction of one and two family homes are required to be sprinkled in compliance with NFPA 13D. This is required by City Code. (NFPA 101 2009 ed.)**
9. Hydrant locations
10. Water main[s] size and location
11. Access to all structures [min. 2 sides]
12. A code summary shall be included referencing NFPA 1 and all fire department. Technical standards.

Some structures may require Fire flows using annex H of NFPA 1

CITY OF PORTLAND WASTEWATER CAPACITY APPLICATION

Department of Public Services,
55 Portland Street,
Portland, Maine 04101-2991



Mr. Frank J. Brancely,
Senior Engineering Technician,
Phone #: (207) 874-8832,
Fax #: (207) 874-8852,
E-mail: fjb@portlandmaine.gov

Date: 05.25.2015

1. Please, Submit Utility, Site, and Locus Plans.

Site Address: 605 Stevens Avenue

Chart Block Lot Number: 136 E006001;143 F004000
144 B001000

Proposed Use: Mixed-Use Residential

Previous Use: Mixed-Use Residential

Existing Sanitary Flows: Not Known GPD

Existing Process Flows: None GPD

Description and location of City sewer that is to
receive the proposed building sewer lateral.

Existing site service to Walton Street

Site Category
Commercial (see part 4 below)
Industrial (complete part 5 below)
Governmental
Residential
Other (specify)

X

(Clearly, indicate the proposed connections, on the submitted plans)

2. Please, Submit Contact Information.

City Planner's Name: _____ Phone: _____

Owner/Developer Name: Sea Coast at Baxter Woods, LLC and Motherhouse, LLC

Owner/Developer Address: 30 Governors Way - Topsham, ME 04086

Phone: 207-831-2418

Fax: _____ E-mail: MTeare@highlandgreenlifestyle.com

Engineering Consultant Name: Fay, Spofford & Thorndike, Attn: Andrew D. Johnston, P.E.

Engineering Consultant Address: 778 Main Street, Suite 8, South Portland, ME 04106

Phone: 207-775-1121

Fax: 207-879-0896

E-mail: ajohnston@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: Phase 1 - 6,776; Total project 25,692 GPD

Peaking Factor/ Peak Times: 6 (TR-16)

Specify the source of design guidelines: (i.e., "Handbook of Subsurface Wastewater Disposal in Maine,"
"Plumbers and Pipe Fitters Calculation Manual," Portland Water District Records, Other (specify)
Handbook of Subsurface Wastewater Disposal in Maine-metered flow records from similar facilities.

***(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 - Residential Only

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

Exhibit 1

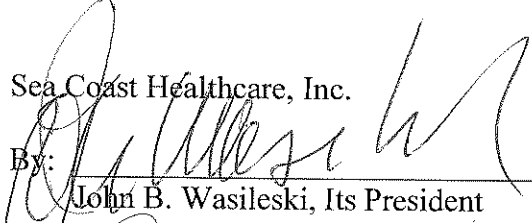
Right, Title & Interest

Assignment

For value received, Sea Coast Healthcare, Inc. hereby assigns the Purchase and Sale Agreement, dated June 16, 2014, between St. Joseph's Convent and Hospital, as Seller and Sea Coast Healthcare, Inc., as Purchaser, relating to property at 605 Steven's Avenue, Portland, Maine, to Sea Coast at Baxter Woods Associates, LLC, a Maine limited liability company. Baxter Woods Associates, LLC hereby assumes and agrees to perform all obligations as purchaser under said Agreement.

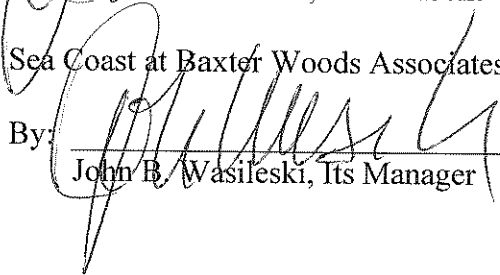
Dated: Sept 25, 2014.

Sea Coast Healthcare, Inc.

By: 

John B. Wasileski, Its President

Sea Coast at Baxter Woods Associates, LLC

By: 

John B. Wasileski, Its Manager

Memorandum of Purchase and Sale Agreement

Notice is hereby given of the existence of a Purchase and Sale Agreement, dated June 16, 2014 (the "Agreement") between St. Joseph's Convent and Hospital, a Maine non-profit corporation (hereinafter called "Seller") and Sea Coast Healthcare, Inc., a corporation existing under the laws of the State of Maine or its nominee (hereinafter called "SCH"), and of an Assignment, dated September 15, 2014 by SCH to Sea Coast at Baxter Woods Associates, LLC ("Purchaser") of all of its rights as Purchaser under said Agreement.

Under the Agreement, Purchaser has the right and obligation to purchase, on and subject to the terms and conditions of the Agreement, the following property at the First Closing, as hereafter defined: (i) a portion of that certain real property consisting of the real estate situated at 605 Stevens Avenue in Portland, Maine, which portion is to contain approximately 17.36 acres, and all buildings and improvements thereon, including the Motherhouse, the Catherine McAuley school, the land between the Motherhouse and Baxter Woods and the "ball fields" and being the premises described in Exhibit A hereto (but excluding the St. Catherine's Parcel, as hereafter described) and generally shown as Lots 1, 3, 4 and 5 on the Conditional Zone Concept Plan, McAuley Place at Baxter Woods, Stevens Avenue, Portland, Maine prepared by Belanger Engineering, March 21, 2014 attached hereto as Exhibit A (hereinafter the "Plan"), together with easements over the St. Catherine's Parcel for existing and proposed underground drainage and utilities, including sewer, water and other utilities, a parking easement for use of up to a 20 parking space expansion of the parking lot on the St. Catherine's Parcel, and an easement for secondary ingress and egress from Walton Street, all for the benefit of said Lots 1, 3, 4 and 5 (with Purchaser to have the right but not the obligation after the First Closing to construct the drainage and utility lines, parking lot expansion and secondary access permitted by such Easements) (collectively, the "Easements"), which Easements shall be located substantially as shown on the Plan attached hereto as Exhibit A-1 (hereinafter the "Property"), and (ii) an assignment by McAuley Place at Baxter Woods Retirement Community, Inc. of the Credit Enhancement Agreement, dated May 2009 between the City of Portland and McAuley Place at Baxter Woods Retirement Community, Inc. (which is an affiliate of Seller), to the extent assignable, relating to the existing tax increment financing district, with no representations or warranties other than the fact that Seller has not assigned or caused to be assigned such agreement to any third party. At the Second Closing, as hereinafter defined, Purchaser has the right and obligation to purchase, on and subject to the terms and conditions of the Agreement, the following property, for the price and upon the terms and conditions hereinafter set forth, the St. Catherine's Residence, being the land and 18 unit apartment building generally as depicted as Lot 2 on the Plan and referred to herein as the "St. Catherine's Parcel" and also as generally depicted on Exhibit A-1.

The First Closing shall occur on the earlier of the following dates: (a) the date of the construction loan closing with Maine State Housing Authority relating to an award of low income housing tax credits (such loan closing is anticipated to be in April 2015 if low income housing tax credits are awarded to Purchaser or its nominee in the fall of 2014, or in April 2016 if low income housing tax credits are awarded to Purchaser or its nominee in the fall of 2015); or (b) June 30, 2016. The First Closing shall also occur on any earlier date as specified by Purchaser by at least ten days prior written notice to Seller. The Second Closing shall occur on the earlier of: (i) the date that is ten years after the date of this Agreement, or (ii) the date that is 180 days after Seller certifies to Purchaser in writing that all Non-Market Rate Leases have expired or been terminated, and that the Second Closing Date has been scheduled for 180 days after the date of such certification.

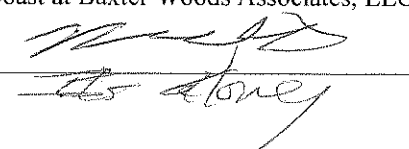
This Memorandum does not modify or alter the terms of the Purchase and Sale Agreement in any way.

Dated as of this ___ day of October 2014.

WITNESS:

Sea Coast at Baxter Woods Associates, LLC

By: _____



OPTION AGREEMENT

THIS OPTION AGREEMENT (the "Agreement") made and entered into as of the 19th day of September, 2014, by and between Sea Coast at Baxter Woods Associates, LLC, a Maine limited liability company with a place of business and mailing address of 30 Governors Way, Suite 100, Topsham, ME 04086 ("Grantor") and MOTHER HOUSE LLC, a Maine limited liability company with a place of business in Portland, Maine and mailing address of c/o Developers Collaborative, 100 Commercial Street, Suite 414, Portland, Maine 04101 ("Grantee")

WITNESSETH:

WHEREAS, Grantor is the assignee of the Purchaser under a Purchase and Sale Agreement dated June 16, 2014 with St. Joseph's Convent and Hospital as Seller (the "P & S Agreement") concerning the purchase by Grantor of certain real property that includes the property more particularly described below; and

WHEREAS, Grantor wishes to grant the within option to Grantee on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of One Dollar (\$1.00) (the "Option Consideration"), the receipt of which is hereby acknowledged by Grantor, Grantor and Grantee hereby agree as follows:

1. Grant of Option. Grantor hereby grants to Grantee, its successors and assigns, the exclusive and irrevocable option to purchase Unit 1 in the McAuley Place Condominium, a condominium to be created by Grantor, as hereafter described, together with all rights and easements appurtenant thereto, such Unit being the portion of the building known as St Joseph's Convent, or the "Motherhouse" located at 605 Stevens Avenue, Portland, Cumberland County, Maine, being a portion of the property shown on City of Portland Tax Map 136-E-6, 143-F-4 and 144-B-1, being , together with all rights and easements appurtenant thereto (collectively the "Property"), on the terms and conditions contained in this Agreement, but subject, however, to the P & S Agreement and the occurrence of the Closing thereunder. The exercise of this option is conditioned upon the occurrence of closings by Grantor with St. Joseph's Convent and Hospital and by Grantee with Maine State Housing for tax credits for and construction financing by a lender of an affordable housing project on the Property (with Grantor being a Member of Grantee under its Limited Liability Company Agreement, dated September 19, 2014).

The property located at 605 Stevens Avenue, Portland, Maine currently owned by St. Joseph's Convent and Hospital when purchased by Grantor shall be subdivided into 5 lots, substantially as shown on the Conditional Zone Concept Plan, McAuley Place at Baxter Woods, Stevens Avenue, Portland, Maine prepared by Belanger Engineering, March 21, 2014, attached hereto as Exhibit A, with such changes thereto as may be required by the City of Portland or its Planning Board, consisting of the following Lots:

Lot 1: Catherine McAuley High School;
Lot 2: St. Catherine's Residence;
Lot 3: Land between Motherhouse and Baxter Woods;
Lot 4: Catherine McAuley High School ballfields; and
Lot 5: Motherhouse and the Smith building or wing.

Lot 5 shall be submitted to a Declaration of Condominium substantially in the form attached hereto as Exhibit B, and the following condominium units shall be created:

Unit 1: The portions of the four-story Motherhouse or convent building that was designed in the Italian Renaissance style and constructed in 1908-1909 shown as Unit 1 on the floor plans attached hereto as Exhibit C, but excluding the portions thereof described as Common Elements or Limited Common Elements herein or in Exhibit B and excluding the portions of the Motherhouse shown as part of Unit 2 on the floor plans attached hereto as Exhibit C;

Unit 2: three-story Smith House building that was constructed in the 1800s, and which is currently used as part of the Catherine McAuley High School and a portion of the basement of the Motherhouse, but excluding the portions thereof described as Common Elements or Limited Common Elements herein or in Exhibit B.

The floor plans attached hereto as Exhibit C shows the proposed boundary lines between Unit 1 and Unit 2, and the limited common elements and the common elements in the Condominium. Unit 1 shall consist of the entire Motherhouse building except: (a) the Chapel and access thereto, which shall be Common Elements; and (b) the Smith building or wing and portions of the basement of the Motherhouse not needed by Grantee, which shall constitute Unit 2. The Chapel will be a Common Element, with use shared by all of the Units and by Grantor, its successors and assigns. In addition, Grantor, its successors and assigns and the owners of Lots 1, 2, 3 and 4, their successors and assigns, will be granted or will reserve easements: (a) to use the Chapel together with rights of access thereto, (b) for access, drainage, utilities, parking and other matters as shown on the Plan; and (c) to create a physical connection or connections between the Motherhouse and buildings to be constructed on either Lot 3 (the land between Motherhouse and Baxter Woods) and/or Lot 4 (the current Catherine McAuley High School ball fields). All grounds and parking areas will be maintained by the respective unit owners, except those specifically designated for common use. Such areas (such as the lawn in front of the Motherhouse) will be denominated "Common Elements," and their expenses (landscaping, lighting, snowplowing, etc.) would be shared as Common Element expenses. The Common Element expense will be shared based on the relative square footage area of each Unit. Each Unit will have one vote in the Condominium Association. Unit 1 shall be allocated parking spaces as Limited Common Elements as shown on Exhibit C and Unit 2 shall be allocated parking spaces as Limited Common Elements as shown on Exhibit C. Grantor will reserve the right to create up to 2 additional units in the Condominium as shown on the plans attached hereto as Exhibit C.

Capital costs of basic rehabilitation to Chapel (e.g., necessary electrical, heating, fire alarm or sprinkler work) will be paid by the owner of Unit 1. Any decoration or other work in

excess of basic rehabilitation work to bring Chapel to standards desired by the owner of Unit 2 will be paid by the Unit 2 owner.

The Declaration of Condominium shall provide that the Smith Wing comprising Unit 2 cannot be demolished within five years of the completion of the rehabilitation of Unit 1; and that any work on the Smith Wing within 5 years of Unit 1 placement in service of its Motherhouse rehabilitation project must be performed in accordance with NPS standards for historic preservation.

Grantor reserves the right to change the lots line, reserved easement terms and locations and the terms of the Declaration of Condominium as necessary in response to (a) site details as determined by further civil engineering and site planning, and (b) comments and requirements of the Portland Planning Board and its staff and the Maine Department of Environmental Protection and its staff in connection with Grantor's and Grantee's proposed development plans with respect to the property that Grantor is purchasing from St. Joseph's Convent and Hospital, and (c) comments and requirements of tax credit investors and Maine State Housing Authority in connection with assuring the financial feasibility of the housing project proposed for Unit 1.

2. Expiration. This option shall expire on May 15, 2016, at midnight, Maine time unless exercised by that date and time.

3. Notice of Exercise. This option may be exercised only by Grantee giving written notice of election to exercise to Grantor by first class mail, postage prepaid, registered or certified, return receipt requested, addressed to Grantor at the address set forth at the beginning of this Agreement, or to such other address as Grantor may designate to Grantee in writing. Said notice shall be deemed to have been duly given if postmarked prior to the expiration date and time specified herein.

4. Failure to Exercise. In the event that Grantee fails to exercise the option granted in this Agreement within the time specified in Section 2 above, the Option Consideration, shall be retained by Grantor, except as provided below, and thereafter neither Grantor nor Grantee shall have any further rights or claims against the other.

5. Exercise. In the event that Grantee exercises the option granted in this Agreement to purchase the Property as provided herein, the following provisions shall be applicable:

a. Purchase Price. the total purchase price for the paid by Grantor for the Property cashiers' check or by wire transfer Purchase Price at closing.

b. Title. Grantor shall convey the Property to Grantee at the closing in fee simple with good and marketable title free and clear of all liens, claims and encumbrances except as set forth in Exhibits B and D hereto. In the event that Grantor is unable to convey title as aforesaid, Grantor shall be given a reasonable period of time, not to exceed thirty (30) days, after receipt of

notice from Grantee in which to remedy any title defects. In the event that said defects cannot be corrected or remedied within said time period, or in the event that Grantor elects not to remedy same, then this Agreement shall terminate whereupon Grantor shall refund to Grantee the Option Consideration. Grantee may elect to close notwithstanding such defects as may exist. Grantor agrees to convey the Premises using any new survey description resulting from Grantee's boundary survey.

c. Closing. The closing under this Agreement shall take place sixty (60) days after the date this option is exercised but in no event after June 30, 2016 (the "Closing Date") at 10:00 AM, local time, at Grantee's counsel's office, or at such other time and place as Grantor and Grantee shall mutually agree upon in writing. At the closing, Grantor shall execute and deliver to Grantee a Quitclaim Deed with Covenant, and such other affidavits, instruments and documents as Grantee may reasonably request and which are customary in commercial real estate transactions in Maine.

d. Adjustments, Prorations and Closing Costs. The recording fee for the deed or deeds of conveyance and any expenses related to any mortgages which Grantee may grant to a lender in connection with the purchase of the Property shall be paid for by Grantee. Grantee shall pay its share of the Maine real estate transfer tax in accordance with 36 M.R.S.A. § 4641-A.

e. Possession. Grantor shall deliver possession of the Property to Grantee at the closing, free and clear of all leases, tenancies or occupancies by any person.

f. Risk of Loss. All risk of loss to the Property prior to the closing shall be on Grantor.

g. Default; Remedies. In the event that Grantee exercises its option but fails to close hereunder for a reason other than the default of Grantor, Grantor's sole remedy shall be to retain the Option Consideration, as full and complete liquidated damages in lieu of any other legal or equitable remedy, whereupon this Agreement will terminate and neither party will be under any further obligation hereunder. In the event Grantor fails to close hereunder for a reason other than the default of the Grantee, Grantee shall have available all remedies at law and in equity, including, without limitation, the right of specific performance or, in the alternative, the right to seek a complete refund of the Option Consideration.

h. Condition Precedent. Grantee's obligation to purchase the Property is conditioned upon there having occurred no material adverse change in or to the Property between the date of Grantee's inspections and the Closing Date. If this condition is not satisfied as of the Closing Date, Grantee may terminate this Agreement. The Property is being sold and conveyed "as is", "where is" and "with all faults and defects", without representation, warranty or covenant, express, implied or statutory, of any kind whatsoever.

6. Brokerage. The parties represent to one another that neither has dealt with or had contact with any broker in connection with the transaction described in this Agreement.

7. Recording of Option. Grantor and Grantee agree that this Option shall not be recorded.

8. Notices. Except as provided in Section 3 above, all notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, registered or certified, return receipt requested, addressed to the recipient at the addresses set forth at the beginning of this Agreement. Either party may change its address for purposes of this Section by giving the other party notice of the new address in the manner described herein.

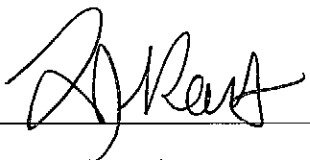
11. Assignment. Grantee may not assign this Agreement without the prior written consent of Grantor, which consent shall not be unreasonably withheld, delayed or conditioned. Grantor acknowledges that if the Property is developed using the low income housing tax credit, this Agreement will have to be assigned to a limited partnership. Upon such a permitted assignment, Grantor agrees to look solely to the assignee for performance of the obligations of the Grantee hereunder.

12. Miscellaneous. Time is of the essence hereof. This Option Agreement constitutes the entire agreement between Grantor and Grantee, there are no agreements or understandings between the parties except as set forth herein, and all prior agreements and understanding are superseded by this Agreement. This Option Agreement will inure to the benefit of and bind the respective successors and assigns of Grantor and Grantee. As used in this Option Agreement, the singular number shall include the plural, the plural the singular, and the use of one gender shall be deemed applicable to all genders. This Agreement shall be governed by and construed in accordance with the laws of Maine. The recitals contained in this Agreement are deemed by the parties to be accurate statements of fact. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

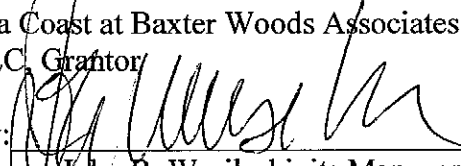
IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the date first above written.

WITNESS:





Sea Coast at Baxter Woods Associates,
LLC, Grantor

By: 
John B. Wasileski, its Manager

MOTHER HOUSE LLC, Grantee

By: 
Kevin Bunker, its Manager

EXHIBIT A

Plan of the Property

Conditional Zone Concept Plan,
McAuley Place at Baxter Woods, Stevens Avenue, Portland, Maine prepared by Belanger Engineering,
March 21, 2014

Exhibit B
Declaration of Condominium

DECLARATION OF CONDOMINIUM OF MCAULEY PLACE CONDOMINIUM

This Declaration of Condominium is executed as of this 1st day of _____ 2015 by Sea Coast at Baxter Woods Associates, LLC, a Maine limited liability company, pursuant to the Maine Condominium Act, Chapter 31 of Title 33 of the Maine Revised Statutes of 1964, as amended, 33 M.R.S.A. §1601-101 et seq. (hereinafter the "Act").

ARTICLE I: CREATION OF CONDOMINIUM: DEFINED TERMS

A. Declaration of Property. Sea Coast at Baxter Woods Associates, LLC, a Maine limited liability company, with an address of 30 Governor's Way, Suite 100, Topsham, Maine, owner in fee simple of the land described in Schedule A annexed hereto, located in the City of Portland, Cumberland County, Maine (hereinafter the "Land"), hereby submits the Land, together with all buildings, improvements, easements, rights, privileges and appurtenances now or hereafter thereon or pertaining thereto (hereinafter the "Property") and together with the rights and easements described in Schedule hereto and subject to all covenants, restrictions, and easements described or referred to in Schedule A, to the provisions of the Act, as amended from time to time, and hereby creates with respect to the Property a condominium, known as McAuley Place Condominium (hereinafter the "Condominium"). The Property is depicted on the plat prepared by _____ and floor plans prepared by _____, which plat and plans, as amended from time to time, being herein referred to respectively as "Plats" and "Plans", are recorded in the Cumberland County Registry of Deeds. The Property shall hereafter be held, sold and conveyed subject to the terms, conditions, covenants, easements and restrictions set forth in this Declaration of Condominium as amended from time to time (hereinafter the "Declaration") and in the Act, which shall run with the Property and bind and inure to the benefit of all owners of the Property or any portion thereof, their respective heirs, successors and assigns. Pursuant to the Act, McAuley Place Condominium Association, a Maine nonprofit corporation under Title 13-B of the Maine Revised Statutes of 1964, as amended (hereinafter the "Association") shall be the Unit Owners' Association under the Act.

B. Defined Terms. Capitalized terms used in this Declaration shall have the meaning specified hereinabove or hereinbelow or, if not otherwise defined in this Declaration, as it may be amended from time to time, or in the Plats and Plans, shall have the same meanings as specified in the Act:

- (1) "Allocated Interests" mean: (a) the Common Element Interest, (b) the Common Expense Liability and (c) the votes in the Association, allocated to each Unit pursuant to this Declaration.
- (2) "Assignable Limited Common Elements" has the meaning provided in Article IV(C) of this Declaration.
- (3) "Building(s)" means the building or buildings now existing or hereafter erected on the Land

containing one or more Units whether in vertical or horizontal arrangement, as well as other improvements comprising a part of the Buildings.

(4) "Bylaws" means the Bylaws of the Association as are adopted pursuant to the Act and this Declaration for the regulation and management of the Property, including such amendments thereof as may be adopted from time to time.

(5) "Common Elements" mean all portions of the Condominium other than the Units.

(6) "Common Element Interest" has the meaning provided in Article IV(E) of this Declaration.

(7) "Common Expenses" mean expenditures made by or financial liabilities of the Association together with any allocation to reserves and include, but are not limited to, (a) the cost of maintenance, management, operation, repair and replacement of the Common Elements and such Limited Common Elements and such parts of the Units as to which pursuant to this Declaration it is the responsibility of the Association to maintain, repair and replace, (b) the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Executive Board pursuant to the provisions of this Declaration and the fees and disbursements of the Insurance Trustee, if any, (c) such amounts as the Executive Board may deem necessary for general operating reserve funds, reserve funds for replacements and such other reserve funds as the Executive Board may periodically establish, (d) such amounts as the Executive Board may deem necessary to compensate for any deficits in receipts over expenses for previous periods of time, (e) the charges and fees for energy, electricity, heat, water, gas and sewer services furnished to the Condominium to the extent not separately metered to individual Units and charged to individual Unit Owners; and (f) such other costs and expenses that may be declared by the Act, this Declaration, the Bylaws, or resolution or agreement by the Executive Board or Unit Owners to be Common Expenses of the administration, operation, maintenance and repair of the Condominium and Property and the rendering to Unit Owners of all related services.

(8) "Common Expense Liability" has the meaning provided in Article VI(A) of this Declaration.

(9) "Condominium Documents" mean this Declaration, the Plats, Plans and the Bylaws, as amended from time to time.

(10) "Declarant" means Sea Coast at Baxter Woods Associates, LLC, a Maine limited liability company, its successors and assigns and all successors to any Special Declarant Rights hereunder.

(11) "Development Rights" has the meaning specified in Article V of this Declaration and Section 1601-103(11) of the Act.

(12) "Eligible Mortgage Holder" means the holder of record of a recorded first Mortgage on a Unit in the Condominium which has delivered written notice to the Association by prepaid United States mail, return receipt requested, or by delivery in hand securing a receipt therefor, stating the name and address of such holder, the name and address of the Owner of the Unit encumbered by such Mortgage, the identifying number of such unit, and containing a statement that such Mortgage is a recorded first mortgage.

(13) "Executive Board" means the Executive Board or Board of Directors of the Association authorized to act pursuant to this Declaration and the Act on behalf of the Association.

(14) "Insurance Trustee" has the meaning provided in Article XI(B)(7) of this Declaration.

(15) "Limited Common Elements" mean those portions of the Common Elements the exclusive use of

which is reserved as an appurtenance to one or more, but fewer than all, of the Units as allocated pursuant to this Declaration.

(16) "Limited Common Expenses" mean the Common Expense for services benefiting fewer than all the Units, which are assessed pursuant to this Declaration exclusively against the Units benefited in accordance with Section 1603-115(c)(2) of the Act pursuant to Article IV(k) hereof.

(17) "Mortgage" means a recorded mortgage or deed of trust encumbering a Unit in the Condominium held by a Mortgagee; "Mortgagee" means the holder of a recorded Mortgage or deed of trust encumbering a Unit in the Condominium.

(18) "Recorded" means that an instrument has been duly entered of record in the Registry of Deeds in and for Cumberland County, Maine.

(19) "Special Declarant Rights" has the meaning provided in Article V of this Declaration and Section 1601-103(25) of the Act.

(20) "Unit" means a part of the Property designated for separate ownership or occupancy.

ARTICLE II: IDENTIFICATION AND LOCATION OF CONDOMINIUM; ASSOCIATION

The name of the Condominium is McAuley Place Condominium. The name of the Association organized under the Act is McAuley Place Condominium Association. The Condominium is located in the City of Portland, County of Cumberland and State of Maine (which location is more particularly described in Schedule A hereto) and the address of the Condominium is 605 Stevens Avenue, Portland, Maine.

ARTICLE III: DESCRIPTION OF PROPERTY AND UNITS

A. Description of the Property. A legally sufficient description of the Property included in the Condominium is set forth in Schedule A attached hereto and made a part hereof.

B. Maximum Number of Units. Declarant has created 2 units pursuant to this Declaration. Declarant reserves the right to create up to 2 additional units, and accordingly the maximum number of units that the Declarant has the right to create in the Condominium is 4 Units.

C. Description and Boundaries of Units. The unit numbers, location of units created by this Declaration and their approximate dimensions are shown on the Plats and Plans.

A general description of the Units is as follows (provided, however, that nothing in this paragraph shall alter in any way the Unit boundaries as described below and the unit numbers, location of units created by this Declaration and their approximate dimensions are shown on the Plats and Plans): (1) Unit 1 is a substantial portion of the four-story Motherhouse or convent building that was designed in the Italian Renaissance style and constructed in 1908-1909 but excluding the portions thereof described as Common Elements or Limited Common Elements herein and also excluding the portions thereof shown as part of Unit 2 on the Plans; and Unit 2 is the three-story Smith House building that was constructed in the 1800s, and which is currently used as part of the Catherine McAuley High School and a portion of the basement of the Motherhouse, but excluding the portions thereof described as Common Elements or Limited Common Elements herein. Units 3 and 4, if created by Declaration pursuant to its Development Rights reserved hereunder, would be new construction in the areas as shown on the survey Plat.

A list of all unit numbers, locations (all as shown more fully on the Plats and Plans), and Common Element Interests and Common Expense Liability and votes in the Association appurtenant to each unit is attached hereto as Schedule B.

The boundaries of each unit created by this Declaration are as follows:

Each Unit includes the following items:

- (a) All interior partitions (excepting those portions thereof which are load-bearing), interior doors located entirely within a Unit including without limitation their frames, locking systems, hinges and sills, and interior halls and stairways located wholly within the Unit;
- (b) Finish flooring, floor coverings, carpeting and the like, and finish walls and ceilings and coverings including the paint, wallpaper, furring, gypsum board, moldings, the panels, framework, lighting, and acoustical tile ceilings if any, and any other materials constituting any part of the finished surfaces thereof which are nonstructural), but excluding exterior masonry or brick walls, exterior windows and excluding interior or exterior doors providing access to the Common Elements or public streets;
- (c) Plumbing, electrical, sewer, heating, air conditioning, air handling and ventilating fixtures, pipes, lines, equipment, chimneys, vents, flues, systems, Unit specific security and door access systems, controls and components thereof serving a single Unit, even if located outside of a Unit's general boundaries;
- (d) Electrical wiring, equipment, outlets and lighting devices from the point where the feed wire enters the Unit's meter box inwards, and telecommunication and data wiring and equipment serving only a single Unit; and
- (e) Fuel, gas, electric, water and utility lines, pipes and equipment serving only a single Unit from the meters inwards, even if located outside of a Unit's general boundaries.

A Unit generally does not include the exterior walls, the roofs, rafters, floor joists, subfloors, foundations, land, sidewalks, and parking areas, nor does a Unit include the pipes, wires, conduits, flues, ducts, pipes, heating, flues, chase ways, roof drains, fuel, telecommunications, data and utility lines running through a Unit which serve more than one Unit, which serve the Common Elements or which serve another Unit. Any internal room configuration shown on the Plans is illustrative only, and is not binding on Declarant except that the structural support of the Building must be preserved.

Each Unit and the Common Elements shall have an 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.

Subject to such security and card/keypad access restrictions as the Association may establish from time to time, each Unit has a perpetual right of ingress and egress: to such Unit; to emergency egress areas, and

stairs; and to the Limited Common Elements which are appurtenant to such Unit, all of which rights shall automatically transfer 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.

If any Unit components or any Common Elements, including without limitation as utility, heating, ventilation, fuel, life safety and sprinkler systems, electrical, telecommunications and data wiring, equipment, ducts, chases and the like which service other Units or the Common Elements extend into or are accessible only through another Unit, then such other Unit is subject to an easement for reasonable access upon prior notice except in an emergency but the other Unit may relocate such items or alter the access at its expense so long as the functionality of such items or access are maintained and any disruption of the use of such items or access is minimized.

Subject to the foregoing provisions, the general boundaries of each Unit created and each Unit that may be created under this Declaration are generally shown on the Plat and Plans, and 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 Boundaries*: The lowest level planes at the lowermost surfaces of: the upper side of any gypsum board or acoustical tiles of the ceiling and any other materials constituting any part of the finished ceiling surfaces; if there is no finished ceiling, then upper boundary is the lowermost surfaces of the floor joists and structural members supporting each Unit and/or Common Elements above; or if there is no floor above, the lowermost surfaces of surfaces of rafters and structural members supporting the roof above, extending to the intersection with the vertical boundaries.

2. *Lower Boundary*: The horizontal plane at the upper surface of the undecorated upper surface of the sub-floor or of any concrete or masonry floor slab extending to the intersection with the vertical boundaries.

The subsequent alteration of the Property, such as to add an acoustical tile ceiling, shall not alter the initial Unit boundaries hereunder.

(b) *Vertical Boundaries*: The vertical boundaries of each Unit shall be the vertical planes at the interior surfaces of exterior masonry walls or 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*. A Unit shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, acoustical tiles, grids and supports, finished flooring, carpeting and any other materials constituting any part of the finished surfaces thereon located within the boundaries of the Unit.

(d) *Interior Space/Other*. All other spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit except as otherwise provided herein.

(e) *Relocation and Subdivision*. 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 permitted as provided below in subparagraph D.

D. Subdivision or Relocation of Unit Boundaries. Subject to applicable provisions of this Declaration or law and environmental, subdivision and land-use ordinances and regulations the

subdivision of Units and/or relocation of boundaries between Units will be permitted at the expense of the Unit Owners of the Unit or Units to be so subdivided and the boundaries of which are to be so relocated, upon the prior written approval of the Association and subject to compliance with the provisions therefor set forth in Section 1602-113 and Section 1602-112 of the Act. The subdivision of an original Unit created hereby into multiple Units or into Common Areas shall not alter the Unit boundaries except through the exercise of the rights otherwise established herein.

E. Alteration of Partitions. Subject to applicable provisions of law, ordinances, and land-use regulations, a Unit Owner may, after acquiring a horizontally or vertically adjoining Unit or adjoining part of an adjoining Unit, remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if such acts do not impair the structural integrity or mechanical systems of the Buildings in which such Units are located or lessen the support of any portion of the Property. Removal of partitions or creation of apertures under this subparagraph is not an alteration of boundaries.

F. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units shall be maintained and repaired by each Unit Owner and the Common Elements shall be maintained and repaired by the Association except that if damages are inflicted to any Common Elements, the Unit Owner responsible for the damage is liable for the prompt repair thereof, all in accordance with the provisions of Section 1603-107(a) of the Act, except as may be expressly set forth to the contrary in this Declaration.

ARTICLE IV: COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

A. Common Elements. The Common Elements are all parts of the Property other than the Units. The term "Common Elements" includes:

- i. The land, parking areas and drives together with the benefit of and subject to all the accompanying rights and easements described in Schedule A;
- ii. The Chapel located in the Motherhouse building;
- iii. Elevators, hallways, vestibules, and stairways serving or providing access to more than one Unit or serving or providing access to the Common Element chapel;
- iv. All utility, heating, air conditioning and ventilating, drainage, and life safety system chases, lines, pipes, conduits, ducts, transmission wires, distribution boxes, utility and lines, pipes, conduits and equipment which serve more than one Unit (excepting lines and equipment owned by public and municipal utilities, or which service only a single Unit and are defined as a part of the Unit above), utility chase areas, roof drains, and all fire sprinklers and alarms and life safety and security access systems; and
- v. 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.

B. Allocation of Limited Common Elements. A description, including the location and dimensions of all Limited Common Elements other than portions of the Property described as Limited Common Elements pursuant to Section 1602-102(2) and (4) of the Act, and the identifications of the Unit or Units to which the Limited Common Elements are hereby allocated are set forth in or shown on the Plats or Plans and/or described herein. The allocation of Limited Common Elements to the Units cannot be altered except with the written consent of the Owners and Mortgagees of record of the Units affected by the reallocation of Limited Common Elements, and in compliance with the provisions of Section 1602-108(b) of the Act. Limited Common Elements other than those described in Sections 1602-102(2) and (4) of the Act consist of the following:

- i. All utility, heating, air conditioning and ventilating equipment, controls, chases, lines, pipes, wires, distribution boxes, ducts, conduits and related accessories if any located outside of a Unit's boundaries (excepting lines and equipment owned by public and municipal utilities) which are not a defined part of a Unit but designed to serve one or more but less than all Units are Limited Common Elements allocated exclusively to such Unit(s);
- ii. The areas shown and designated as Limited Common Elements on the Plans, including without limitation the Limited Common Element parking spaces and areas as set forth below:

To Unit 1, ___ assigned Limited Common Element parking spaces as shown on the Plat consisting of P-#___ through P-#___; and

To Unit 2, ___ assigned Limited Common Element parking spaces as shown on the Plat consisting of P-#___ through P-#___; and

Generally all other parking spaces designated on the Floor Plans and/or Plat which are not assigned pursuant to the foregoing are Common Elements;

- iii. All doors, steps, stoops, thresholds and windows, including without limitation their glass, frames, hinges, locks, bolts, handles and sills and any other similar fixture which are not a defined part of a Unit but designed to serve one or more but less than all Units are Limited Common Elements allocated exclusively to such Unit(s);
- iv. The elevators and related controls, equipment, structures, shafts, car and controls, and applicable security systems, if any, located in a Building including without limitation those designated as "LCE" on the Plat and/or Floor Plans are Limited Common Elements allocated exclusively to the Units located in the Building serviced;
- v. Any HVAC equipment, chimneys, vents and flues servicing a Unit or its Limited Common Elements, if any, which are not otherwise a defined part of the Unit;

- vi. The foundations, roofs, exterior walls, exterior windows, doors, fire escapes, chimneys, chase ways, sub-floors, utility lines and conduits, roof drains and all joists, rafters, structural and load bearing portions of the Motherhouse building and the tripled-based gilded cupola and gold Celtic cross thereof are limited common elements assigned to Unit 1 and the foundations, roofs, exterior walls, exterior windows, doors, fire escapes, chimneys, chase ways, sub-floors, utility lines and conduits, roof drains and all joists, rafters, structural and load bearing portions of the Smith House Building are limited common elements assigned to Unit 2; and for an additional Unit(s) created pursuant to the Development Rights reserved by Declarant under this Declaration, the foundations, roofs, exterior walls, exterior windows, doors, fire escapes, chimneys, chase ways, sub-floors, utility lines and conduits, roof drains and all joists, rafters, structural and load bearing portions of the building in which such additional Unit is located are limited common elements assigned to such Unit; 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.

C. Limited Common Elements to be Subsequently Allocated by Declarant. There is no real estate which may be subsequently allocated as Limited Common Elements, other than Limited Common Elements specified in Section 1602-102(2)-(4) of the Act or the Limited Common Elements already allocated, except that Declarant reserves the right to create additional Limited Common Elements as described herein. If Declarant creates Unit 3 and/or Unit 4 in the Condominium pursuant to the Development Rights reserved herein by Declarant, the portions of the new Building(s) that are not within the Unit boundaries, as defined herein, and that are not Common Elements, as defined herein, shall be Limited Common Elements allocated to the adjoining Unit. In addition, Declarant may allocate to Unit 3 or Unit 4, as Limited Common Elements, parking lot spaces shown on the Plats or Plans and not already allocated to specific units and such parking spaces are hereafter called "Assignable Limited Common Elements". Pursuant to Section 1602-105(a)(7) of the Act, the Declarant reserves the exclusive right to assign each Assignable Limited Common Element as a Limited Common Element for the exclusive use of the respective Unit Owner to whose Units such Assignable Limited Common Elements shall be assigned and become appurtenant. The Declarant may, without consent or action by the Unit Owners or any Mortgagee, allocate each Assignable Limited Common Element as a Limited Common Element pursuant to the provisions of the Section 1602-108 of the Act by causing appropriate amendments to this Declaration or to the Plats or Plans to be executed and recorded by Declarant, which amendments may be set forth in any Unit Deed to a Purchaser. The Declarant shall evidence the right to such an allocation either in the deed to the Unit to which such Assignable Limited Common Element shall appertain as a Limited Common Element or in writing recorded in the Cumberland County Registry of Deeds. After all Units have been sold by Declarant, the Association shall have the right to use or to assign any unallocated Assignable Limited Common Element pursuant to the provisions of Section 1602-108 of the Act.

D. Association Rights to Reserve Common Elements. "Reserved Common Elements" are those parts of the Common Elements (including the parking rights over the Secondary Parking Easement Area described in Schedule A and the "chapel") which the Executive Board may designate from time to time for use by less than all Unit Owners or by non-Unit Owners for specified periods of time. The Executive Board of the Association shall have the power in its discretion from time to time to grant revocable licenses in designated Reserved Common Elements and to establish a reasonable charge for the use and maintenance thereof. Such designation by the Board shall not be construed as a sale or disposition of the

Common Elements.

E. Common Element Interest. The fraction of undivided interest in the Common Elements appurtenant to each Unit (the "Common Element Interest") is listed and allocated to each Unit in Schedule B. The Common Element Interest appurtenant to each Unit is a fraction determined as follows: The formula or method used to establish those allocations of votes and common expense liability and interest is as follows: 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 the number of interior square feet of each Unit located within a Building measured at the boundaries with the Common Element as shown on the Plans, and the denominator is the total such square footage of all the Units subject to rounding in order to permit ease of administration, provided however that the percentage stated in Schedule B (as it may be amended) shall control in any event. Such square footage measurements may differ from leasing square footage calculations.

In the event a Unit is subsequently divided, a Unit is converted to Common Elements or is withdrawn, or Common Elements are converted to Units or if additional Units are added to the Condominium, then the percentages of all Units shall be allocated and re-determined based on such resulting interior floor areas of the Units.

F. 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 or mortgage or other encumbrance of any Unit shall extend to and include the Common Element Interest, whether or not expressly referred to in the instrument effecting such transfer. Except as otherwise provided by law or this Declaration, the Common Element Interests and the fee titles to the respective Units conveyed therewith shall not be separately conveyed, transferred, alienated or encumbered and each of said Common Element Interests shall be deemed to be conveyed, transferred, alienated or encumbered with its respective Unit notwithstanding that the description in the instrument of conveyance, transfer, alienation or encumbrance may refer only to the fee title to the Unit.

G. Partition or Division of Common Elements. The Common Elements shall remain undivided and no action for partition or division of any part thereof shall be permitted, unless otherwise provided by law and permitted by this Declaration.

H. Amendment of Interest in Common Elements. Except with respect to the subdivision or conversion of Units as provided in Article III(D), or as otherwise provided in the Act, the Common Element Interest appurtenant to each Unit shall have a permanent character, shall be inseparable from each Unit and shall not be altered or changed except by the recording of an amendment to this Declaration, duly executed by all of the Unit Owners and all of the holders of record of any first Mortgage liens upon the Units.

I. Use of Common Elements. Except as their use may otherwise be limited by this Declaration or the By-Laws or otherwise by the Executive Board pursuant to its powers, each Unit Owner, tenant and occupant of a Unit, and the family members and guests of such Unit Owner, tenant and occupant, may use the Common Elements in common with all other Unit Owners and tenants or occupants of other Units, and their respective family members and guests, 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:

(1) The parking spaces are provided for the parking of private motor vehicles and shall not be used for the parking of commercial vehicles, trailers, motor homes, or trucks with a gross weight of over 6,000 pounds except with the prior written approval of the Executive Board. Parking of permitted motor

vehicles by Unit Owners and guests shall be only in any Limited Common Elements or other areas designated as spaces for parking. No unattended vehicles shall at any time be left in such a manner as to impede the passage of traffic or to impair access to parking areas. Parking areas and Common Elements shall at all times be kept free of unreasonable accumulations of debris or rubbish of any kind and no junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any of the Common Elements. Vehicle repairs other than ordinary light maintenance are not permitted on the Property.

(2) Except for such signs as may be posted by the Declarant for promotional or marketing purposes, no signs of any character shall be erected, posted or displayed upon, in, from or about any Unit or Common Element without the prior written approval of the Executive Board. The foregoing provisions of this subparagraph shall not apply to a Mortgagee in possession of a Unit as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

(3) No Unit Owner shall obstruct any of the Common Elements nor shall any Unit Owner place or cause or permit anything to be placed on or in any of the Common Elements without the approval of the Board. Nothing shall be altered or constructed in or removed from the Common Elements except with the prior written consent of the Executive Board. The Common Elements shall be kept clean and free of debris.

(4) The Executive Board, the Association, any Unit Owner and the Declarant shall not be considered a bailee, however, 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 parking purposes, and shall not 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.

J. Alteration to Common Elements by Unit Owner. A Unit Owner may make improvements and alterations to the interior of his Unit but no Unit Owner may make any improvements or alterations or do any work whatsoever which would impair the structural integrity or mechanical systems of the Buildings, lessen the support of any portion of the Condominium, or jeopardize the soundness or safety of the Property. No Unit Owner shall impair any easement or hereditament therein without the unanimous consent of the Unit Owners affected thereby. No Unit Owner shall alter any of the Common Elements or paint or otherwise change the appearance of the Common Elements (including the Limited Common Elements) or paint or otherwise change the exterior appearance of his Unit or any other portion of the Condominium without the prior written approval of the Association acting by the Executive Board, which approval will not be unreasonably withheld. 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 in compliance with all applicable governmental requirements and in a good and workmanlike manner, but using reasonable efforts to mitigate disturbance to other Units, even if increased costs result. Any expenses of Americans with Disabilities Act, Maine Human Rights Act, life safety code, building code or other governmental compliance required as a result of such improvements shall be borne by the Unit Owner, even if the required improvements are to be made to the Common Elements but such work shall be subject to approval by the Board of Directors.

The Association shall have the right to require that: (i) copies of the plans and specifications and evidence of compliance with all governmental requirements be submitted to the Board of Directors prior to commencing any work within the interior of the Unit and (ii) to approve all work that takes place in or affects Common Elements upon such terms and conditions as the Board may reasonably require, including without limitation the submission of plans, specifications and permits, evidence of insurance for

all contractors, peer review of plans and specifications performed by professionals engaged the Board and the reasonable mitigation of the impact of such construction on other occupants of the Property. The Board may regulate and grant temporary licenses for construction parking, dumpsters and storage of construction materials and waste and other similar activities on the Property and adjacent public areas.

No Unit Owner may make any improvements or alterations or do any work whatsoever which would materially impair the structural integrity or mechanical systems or the walls separating Units, impair life safety or sprinkler systems of the building, lessen the support of any portion of the Condominium, or jeopardize the soundness, noise control components or safety of the Property, all without prior Board consent. All work shall reasonably mitigate any disturbance on other occupants of the Property even if additional costs would result.

All Unit Owner work shall be completed promptly and in a good and workmanlike manner and shall be performed in such a manner that no mechanics, materialmen or other similar liens shall attach to the Property. No Unit Owner shall permit, suffer or authorize any such liens or other claims to be asserted against the Association, other Units or the Common Elements, other than the allocated interest in the Common Elements appurtenant to a Unit. At the completion of all work each Unit Owner shall obtain waivers of mechanics and materialmen's liens from all persons performing work on or furnishing material and upon request provide the Association with copies.

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, except for rights to alter Limited Common Element signage as provided in this Declaration) or paint or otherwise change the exterior appearance of the Unit in violation of this Declaration (including, but not limited to, signage or 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 first obtaining: (i) the prior written approval of the Board of Directors of the Association, which shall not be unreasonably withheld, but the applicant shall comply with such standards of general application as may then be established in the Rules and Regulations; and no such approval is required for improvements made pursuant to the exercise of Special Declarant and Development Rights or to change signage located in signage Limited Common Areas, (ii) all required approvals from the City of Portland and the Maine Department of Public Safety including any approvals required under the City of Portland's Historic Preservation Ordinance, if applicable, and Building-Life Safety Codes.

K. Limited Common Elements and Expense. The Association shall maintain, repair and replace all Limited Common Elements except as may otherwise be provided in this Declaration and shall assess except as otherwise provided herein as a Common Expense the Common Expenses associated with the maintenance, repair or replacement of such Limited Common Elements. The Association shall also have the right to assess an individual Unit for Common Expenses associated with said purposes applicable to such Unit if the Common Expenses shall be incurred due to the negligence, neglect or misconduct of the Owner of such Unit. Maintenance and repair of any shared mechanical equipment will be assessed as a Limited Common Expense against the unit or units benefited.

L. Maintenance of Common Elements. The Association shall be responsible for the maintenance, repair and replacement (unless, in the opinion of the Executive Board such expense was necessitated by the negligence, misuse or neglect of a Unit Owner) of all of the Common Elements (including the Limited Common Elements) whether located inside or outside of the Units, the cost of which shall be charged to the Unit Owners as a Common Expense except as otherwise provided in Article IV(K). Except as otherwise provided in this paragraph, the Association shall be responsible for the maintenance (including but not limited to (i) minimum annual and as needed inspection and maintenance of all drainage facilities; (ii) snow and ice removal; (iii) repair and replacement (unless, such expense was

necessitated by the negligence, misuse or neglect of a Unit Owner)) of all of the Common Elements whether located inside or outside of the Units, the cost of which shall be charged to the Unit Owners as a Common Expense. The maintenance, repair and replacement of Common Elements located within a Unit, or for which the Unit Owner is otherwise responsible, to the extent required for the functioning of or for connecting utilities to the Property and Units shall be furnished by the Association as part of the Common Expenses except as provided in Article IV(J) and/or in Article VI(B). The maintenance, repair and replacement of Common Elements located within a Unit, or for which the Unit Owner is otherwise responsible, to the extent required for the functioning of or for connecting utilities to the Property and Units shall be furnished by the Association as part of the Common Expenses except as provided in Article IV(K).

M. Maintenance of Unit. Each Unit Owner shall keep and maintain his Unit and its equipment, appliances and appurtenances in good order, condition and repair and in clean and sanitary condition, whether such maintenance and repair shall be structural or nonstructural, ordinary or extraordinary, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit. No Unit Owner shall sweep or throw, or permit to be swept or thrown, from his Unit any dirt, debris or other substance. In addition, 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 Executive Board or the managing agent any defect or need for repairs for which the Association is responsible.

N. Liability of Owner. Each Unit Owner shall be liable, and the Association shall have a lien against his Unit for the expense of maintenance, repair or replacement of any damage to the Common Elements or to another Unit caused by such Unit Owner's act, neglect or carelessness or by that of any member of such Unit Owner's family, or such Unit Owner's guest or tenants, or their pets. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation against such Unit Owner.

O. Maintenance, Owner Self-Help. If the Association fails to comply with its obligation to maintain, replace or repair any part of the Condominium as specified in this Declaration, within a reasonable time after the owner of a Unit requests that such required maintenance, replacement or repair be performed by the Association, then such Unit owner shall have the right to perform the required maintenance, replacement or repair, provided that no work done by a Unit Owner shall impair or jeopardize the structural integrity of the Building or any part of the Condominium. Any Unit Owner may at any time commission an engineer's report regarding the necessity or advisability of such maintenance, replacement or repair, and may present that report to the Association. If the Unit Owner has performed such maintenance, replacement or repair pursuant to this paragraph, the Unit Owner may seek reimbursement from the Association as a Common Expense for any portion of any expense so incurred by the Unit Owner, the cost of which would not have been allocated to such Unit Owner. If, after a reasonable time, a Unit Owner is not satisfied with or disagrees with the Association's response, such Unit Owner may submit the dispute, including, without limitation, any request for reimbursement of expenses, if applicable, to arbitration in accordance with the terms of this Article VII(B). The expenses of such arbitration shall be a Common Expense. If the arbitrator finds in favor of the Unit Owner that commissioned the engineering report, the expense of such report shall be a Common Expense. Otherwise, such expense shall be borne by said Unit Owner.

ARTICLE V: SPECIAL DECLARANT RIGHTS

A. Development Rights. Declarant shall have and hereby reserves the Development Rights: (i) to create up to 2 additional or new units on the Property and associated Common Elements and Limited Common Elements, such Units to be located on the Property described in Schedule A to the Declaration and with Units 3 and 4 to be substantially as shown on the Plats and Plans, with any changes thereto as may be approved by the City of Portland Planning Board; and (ii) to create Common Elements and/or Limited Common Elements (including the parking spaces and drives as shown on the Plats and Plans, as the same may be modified from time to time with the approval of the Portland Planning Board, and shared mechanical equipment and rooms) in connection with the additional or new units described hereinabove, with the Units, Common Elements and Limited Common Elements for Units 3 and 4 to be substantially as shown on the Plats and Plan with any changes thereto as may be approved by the City of Portland Planning Board and the related additional parking spaces, driveways and shared mechanical equipment and rooms to be substantially as may be hereafter approved by the Portland Planning Board. The other Units may be declared and built as separate phases, not necessarily in numerical order, and such Development Rights may be exercised with respect to different parcels of the real estate at different times, and no assurances are made in regard to the fixing of the boundaries of those portions and regulating the order in which those portion may be subjected to the exercise of each Development Right, and if any Development Right is exercised in any portion of the real estate subject to that Development Right, that Development Right need not be exercised in all or in any other portion of the remainder of the real estate. Any improvements to future Units, Limited Common Elements and Common Elements created under this Section A including the Buildings, appurtenances, and improvement need not be consistent with the initial Buildings or the initial architectural style, layout and principal materials but shall be constructed substantially consistent with all approvals of the Portland Planning Board.

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 Condominium Plat and Plans as required by the Condominium Act to the extent not previously recorded and the establishment of said cross easements. Said amendment shall become effective upon recording, without need for the consent of any other person except as otherwise specifically provided herein. Upon the alteration, conversion or addition of such Units to the Condominium, the Allocated Interests of all Units shall be reallocated in accordance with this Declaration and Schedule B shall be amended accordingly. Upon the addition of a Unit, the Declarant may create and assign additional Limited Common Elements appurtenant to a Unit.

The exercise of Development Rights shall be subject to the following restrictions: (a) no changes shall be made by the Declarant or any other person, unless any applicable approvals are obtained pursuant to the City of Portland's and State of Maine's statutes, laws, ordinances and rules to the extent applicable; and (b) any construction shall be at the sole expense of the Declarant and such construction shall reasonably minimize any disruption to the other Units during business hours in a manner consistent with the exercise of such rights, even if extra costs would result.

B. Condominium Association and Executive Board Access. Declarant reserves in favor of itself, the Association and its Executive Board, officers, agents and employees, any managing agent and every other person authorized by the Executive Board the irrevocable right and easement to have access to each Unit as provided in Section 1603-107(a) of the Act as may be necessary for the inspection, maintenance, repair or replacement of any of the Common Elements and Limited Common Elements therein or accessible therefrom or the making of 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 the public safety or to prevent damage to any other Unit or Units, 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. The Association

and its Executive Board shall have the right to grant to third parties permits, licenses and easements over and through the Common Elements for utilities and other purposes reasonably necessary or useful for the proper maintenance and operation of the Condominium.

C. Declarant's Easement for Marketing. The Declarant reserves the right with respect to its marketing of Units to use the Common Elements and Limited Common Elements for the ingress and egress of itself, its officers, employees, agents, contractors and subcontractors and for prospective purchasers of Units, including the right of such prospective purchasers to park in parking spaces. The Declarant also reserves the right to use any Units owned or leased by the Declarant as models, management offices, sales offices for this and other projects or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs and lighting as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. The Declarant shall have the right to restrict the use of certain Common Element parking spaces to sales purposes and to use such spaces for sales purposes. Further, the Declarant shall have the right to erect temporary offices on the Common Elements for models, sales, management, customer service and similar purposes. This easement shall continue until the Declarant has conveyed all Units to Purchasers.

D. Declarant's Easements for Construction. The Declarant reserves the easement, right and privilege without let or hindrance with respect to the creation of the Units, Common Elements, Limited Common Elements, the Development Rights specified in Paragraph A hereinabove and other improvements of the Condominium, to go upon any and all of the Property except for Units conveyed to Purchaser for purposes of construction, reconstruction, maintenance, repair, renovation, replacement, improvement or correction of the Units and Common Elements and for completion of the improvements indicated on the Plats and Plans. Furthermore, the Declarant reserves an easement in the Units and Common Elements pursuant to Section 1602-116 of the Act for the purpose of discharging Declarant's obligations and exercising the Special Declarant rights reserved pursuant to this Declaration. These easements shall continue until all Units in the Condominium are conveyed by Declarant.

E. Declarant's Right to Connect With Utilities. The Declarant further reserves an easement to connect with an make use of utility lines, wires, pipes and conduits located on the Property for construction purposes on the Property, provided that Declarant shall be responsible for the cost of service so used, and to use the Common Elements for ingress and egress and construction activities and for the storage of construction materials and equipment used in the completion of the Units and Common Elements. This easement shall continue until the Declarant has conveyed all Units.

F. Declarant's Right to Grant Easements. The Declarant shall have the right, until the Declarant has conveyed all Units to Purchasers, to grant and reserve easements and rights of way through, under, over and across the Property for construction purposes, and for the installation, maintenance and inspection of the liens and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone and other utilities. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Paragraph shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, elevators, telephone wires and equipment, air conditioning, heating systems, ventilation systems, electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements.

G. Alteration of Common Elements by Declarant. The Declarant reserves the right (but shall have no obligation) to modify, alter, remove or improve defective, obsolete or nonfunctional portions of the Common Elements, including without limitation any equipment, fixtures and appurtenances when in the Declarant's judgment it is necessary or desirable to do so, until all Units have been conveyed to Purchasers.

H. Transfer of Special Declarant Rights; Termination and Surrender. Declarant reserves the right to transfer from time to time to any one or more transferees any or all reserved Special Declarant Rights in accordance with Section 1603-104 of the Act. Notwithstanding any other provisions in this Declaration, this Article may not be amended without the prior written consent of the Declarant. Notwithstanding the foregoing, Declarant may surrender or terminate any rights reserved under this Article at any time by recording an instrument so providing in the Cumberland County Registry of Deeds.

I. Time. The Development Rights and Special Declarant Rights may be exercised at any time within 50 years after the date of this Declaration.

ARTICLE VI: ASSESSMENTS FOR COMMON EXPENSES

A. Common Expense Liability. Except as provided in Article IV(K), Article IV(L), and Article VI(B), the Common Expense Liability (which is the allocation to each Unit or Unit Owner of the respective liability of each Unit Owner for Common Expenses) allocated to each Unit is a fraction of the Common Expenses assessed against all of the Units that is equal to the Common Element Interest appurtenant to the respective Unit as set forth in Schedule B.

B. Allocation of Assessments of Common Expenses. The total amount of Common Expenses shall be assessed against the Units in the following proportions: (1) the Common Expenses that are not Limited Common Expenses shall be assessed against all of the Units in proportion to the relative Common Expense Liabilities of all the Units; (2) the Limited Common Expenses shall be assessed solely against each Unit benefited except as otherwise provided in this Declaration; except as provided in Article IV(K) and Article IV(L), if a Limited Common Expense benefits more than a single Unit, that Limited Common Expense shall be assessed solely against each Unit benefited equally against the Units to which Limited Common Elements are assigned or appurtenant; (3) assessments to pay a judgment against the Association shall be made as a Limited Common Expense against the Units included in the Condominium at the time such judgment was entered; (4) any utilities which are or are made by Declarant to be separately metered shall be supplied by the public utility company serving the area directly to each Unit through a separate meter and each Unit Owner shall be required to pay the bills for utilities consumed or used in his Unit; any utilities which are not separately metered shall be paid by the Executive Board as a Common Expense.

The Declarant shall not be liable for any assessments for any Units until after the later to occur of the first conveyance of a Unit to a third person other than an affiliate of the Declarant or the first Common Expense assessment by the Association. Assessments for Common Expenses shall commence on the first day of the first month following the date of the first conveyance of a Unit to a person other than the Declarant.

C. Payment Obligations. Each Unit Owner shall pay to the Association or its authorized representative on the first day of each month, or on such other date that the Association may determine in writing, one-twelfth of the Common Expenses including Limited Common Expenses assessed on an annual basis against his Unit in the proportions required in Paragraph B of this Article in accordance with the By-Laws and subject to Section 1603-103(c) of the Act. If for any reason the Association shall revise

the annual budget of the Association in accordance with the By-Laws and subject to Section 1603-103(c) of the Act whereby the Common Expenses or any component thereof may be increased, thence commencing on the first day of the first month subsequent to the adoption of such revised budget each Unit Owner shall pay to the Association or its authorized representative one-twelfth of any such revised annual Common Expenses including Limited Common Expenses assessed against his Unit in the proportions required in Paragraph B of this Article.

D. Interest; Acceleration. In the event of a default by any Unit Owner in paying any sum assessed against his Unit which continues for a period in excess of thirty (30) days, interest at a rate of interest to be established annually by the Executive Board which shall not exceed the lower of the maximum interest rate allowed by law which may be charged by the Association at such time or eighteen percent per annum shall be imposed on the principal amount unpaid from the date when due until paid. If the Executive Board shall fail to set such rate, it shall be deemed to have been set at the rate of Eighteen Percent (18%) per annum. The Association shall have the right to establish and impose charges for late payment of assessments. In any case where an assessment against a Unit Owner is payable in installments, upon a default by such Unit Owner in the timely payment of any two consecutive installments, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated at the option of the Executive Board, and the entire balance of the annual assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting Unit Owner by the Executive Board or its representatives.

E. Lien for Assessments. The total annual assessment levied against each Unit for Common Expenses including Limited Common Expenses, revised Common Expenses including Limited Common Expenses, or any special assessment, and any other sums duly levied against the Unit pursuant to this Declaration, the By-Laws, or the Act and all interest thereon and charges for late payment thereof and legal fees and other costs of collection thereof shall constitute the personal liability of the Owner of the Unit so assessed and also shall, until fully paid, constitute a lien against the Unit in favor of the Association from the date upon which such assessment, special assessment or other sum such as interest becomes due as provided in Section 1603-116 of the Act. Such lien shall, with respect to annual assessments, be effective on the first day of each fiscal year of the Association as to the full amount of the annual assessment, and, as to special assessments and other sums duly levied, on the first day of the next month which begins more than ten (10) days after delivery to the Unit Owner of notice of such special assessment or levy. 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 Mortgage recorded before or after the date on which the assessment sought to be enforced becomes delinquent, and (c) 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. §4561 and 18-A M.R.S.A. §2-201, et seq., as they or their equivalents may be amended or modified from time to time.

F. Enforcement. The lien for assessments described in Paragraph E of this Article may be enforced and foreclosed by the Association in like manner as a mortgage on real estate as provided in Section 1603-116(a) of the 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, interests, 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. During the pendency of any such suit, the Unit Owner shall be required to pay a reasonable rental of the Unit for any period prior to the sale pursuant to any judgment or order of any Court having jurisdiction over such sale.

G. Exemption from Expenses by Waiver of Use of Common Elements or Unit Elements. No Unit Owner may exempt himself from Common Expense Liability with respect to the payment of

assessments for Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by abandonment of his Unit or otherwise. The obligation to pay assessments for Common Expenses is absolute and unconditional and shall not be subject to set-offs or counterclaims.

H. Reduction of Expenses. All receipts from payments, fees or charges for the use, rental, operation, or allocation as a Reserved Common Element, of any and all Common Elements shall be applied first to reduce the Common Expense relating to the use of that Common Element giving rise to such Common Expense and any excess thereof shall be applied to Common Expenses generally.

I. Surplus Funds. If at the end of any fiscal year any amounts accumulated from assessments for Common Expenses and income from the operation of the Common Elements to which such Common Expenses pertain shall exceed the amount required or actual Common Expenses and provision for Common Expenses and any payment of reserves for future Common Expenses, such excess shall be applied to the reserve fund unless credited by the Association to each Unit Owner in proportion to their respective Common Expense Liabilities to reduce until exhausted the next monthly installments due from Unit Owners. Similarly, any surplus funds of the Association not so applied to the reserve fund and remaining after payment of or provision for Limited Common Expenses after application to Common Expenses as provided in Paragraph H of this Article, shall be credited to the Owners of the Units giving rise to such Limited Common Expenses in the proportions provided in Paragraphs B and H of this Article to reduce until exhausted the next monthly installments of assessments for such respective Expenses due from such Unit Owners. Surplus funds shall not otherwise be paid or credited to Unit Owners.

J. Service Charges. The Association shall have the express power to separately charge a unit and the owner thereof for services rendered to that unit. Such charges shall be a lien on the unit with the same status as a lien for common expense assessment under this Declaration and By-Laws, 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: (1) if a Unit Owner, members of his family, guests or tenants request the Association to perform repair and maintenance work on his Unit or damages the Common Elements or fails to perform maintenance and repair work required, the expense thereof as determined by the Executive Board or its designee may be assessed as a Service Charge; (2) fees, if any, which may be established by the Executive Board for use and maintenance of water, sewer, heat and/or other utility services; and (3) insurance premiums on permanent improvements to Units installed by Unit Owners and insured by the request of the Unit Owner with the Association's hazard insurance carrier.

K. Liability. In a voluntary conveyance, the Purchaser of a Unit shall be jointly and severally liable with the Seller for all unpaid common charges, assessments, service charges, interest and costs of collection up to the time of the grant or conveyance, although the Purchaser shall not be prevented from exercising any right to recover from the Seller the amounts paid for those assessments and common charges. A Purchaser or prospective purchaser under a purchase and sale contract for a Unit may obtain, upon request and the payment of such fee as may be established from time to time by the Executive Board, a statement from the Association setting forth the amount of unpaid common charges, assessments and service charges, interest and costs of collection against the unit as of the date of grant or conveyance and such other items required by the Act. The Purchaser shall not be liable for, and the Unit conveyed shall not be subject to a lien for any unpaid amounts due from the Seller before the statement date in excess of the amount set forth in the statement except interest and costs of collection accrued thereafter.

ARTICLE VII: UNIT OWNERS ASSOCIATION

A. Owners Association and Bylaws. Each Unit Owner shall be a member of the Association, a non-profit corporation organized under the laws of the State of Maine known as McAuley Place

Condominium Association. Membership shall be appurtenant to the Units, and the transfer of title to a Unit shall automatically transfer the membership appurtenant to that Unit to the transferee or transferees. A mortgage, however, shall not transfer membership until foreclosure or sale in lieu of foreclosure. The Bylaws of the Association, which, except as otherwise provided for herein govern the operation and management of the Association, are attached hereto as Schedule C.

B. Disputes. The Association and any aggrieved Unit Owner shall have an appropriate right of action, together with any and all appropriate remedies under the Act, in law or equity, against any of the Unit owners or the Association for failure to comply with any provision of this Declaration or with any decision of the Association made pursuant thereto. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief in order to assist it in carrying out its responsibilities under this Article, except as hereinafter provided. Notwithstanding the rights of action described in the preceding two sentences, any dispute resulting in a deadlock among the Executive Board members or described in Article III or Article IV hereof shall be submitted to arbitration in accordance with the procedures set forth herein. In such cases, all of the members of the Executive Board shall, within thirty days after such deadlock occurs, attempt to agree upon a single arbitrator to settle the dispute. If the members are unable to agree on a single arbitrator within such thirty-day period, then the dispute shall be settled by a single arbitrator in accordance with the rules of the American Arbitration Association. The expenses of such arbitration shall be a Common Expense. All Unit Owners and the Association shall be bound by the arbitration decision, including, without limitation, any determination regarding the entitlement of a Unit owner to reimbursement of expenses incurred pursuant to Article IV(O). No other right of action shall arise with respect to a dispute arising out of an Executive Board deadlock or a dispute over maintenance, replacement or repair of all or any part of the Common Elements.

ARTICLE VIII: LIMITATION OF LIABILITY

A. Limited Liability of the Executive Board. No member of the Executive Board or officer of the Association, except to the extent of his or her willful misconduct or gross negligence: (1) shall be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to persons or property caused by the elements or by another Unit Owner or person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the Buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place; (2) shall be liable to the Unit Owners as result of the performance of the Executive Board members' duties for any mistake of judgment, negligence or otherwise; (3) shall have any personal liability in contract to a Unit Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' duties; (4) shall be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by guests in a Unit, or in or on the Common Elements or Limited Common Elements; (5) shall have any personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them; or (6) shall have any personal liability arising out of the use, misuse or condition of the Buildings, or which might in any other way be assessed against or imputed to the Executive Board members as a result of or by virtue of the performance of their duties.

B. Indemnification. Each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board

member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Paragraph shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

C. Defense of Claims. Complaints brought against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Unit Owners and the Eligible Mortgage Holders and the Mortgagees of Units identified to the Association, and such complaints shall be defended by the Association. The Unit Owners shall have no right to participate in such defense other than through the Association.

ARTICLE IX: EMINENT DOMAIN

A. Entire Unit. If any Unit shall be taken or condemned by any authority having the power of eminent domain, or if part of a Unit is taken or condemned by any authority having the power of eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award for such taking or condemnation shall be paid to the Unit Owner as compensation for his Unit and its Allocated Interest in the Common Elements, whether or not any Common Elements are taken or condemned. Upon such taking or condemnation, unless the decree provides otherwise, that Unit's entire Allocated Interests shall be automatically reallocated to the remaining Units in proportion to the respective Allocated Interests of those Units prior to the taking or condemnation, and the Association shall promptly prepare, execute and record as a Common Expense an amendment to this declaration reflecting such reallocation. Any remnant of a Unit remaining after part of a Unit is taken or condemned under this Article IX(A) shall thereafter be a Common Element.

B. Part of Unit. Except as otherwise provided in Paragraph A, if part of a Unit is taken or condemned by any authority having the power of eminent domain, any award therefor shall be paid to the Owner of such Unit as compensation for the reduction in value of the Unit and its Allocated Interest in the Common Elements, whether or not any Common Elements are taken or condemned. After such part of a Unit is taken or condemned: (1) That Unit's Allocated Interests shall be reduced in proportion to the reduction in relative value of the Unit as determined by the Executive Board; and (2) The portion of the Allocated Interests, Common Element Interest, Votes and Common Expense Liability which has been divested by virtue of the taking or condemnation from the partially-acquired Unit shall be automatically reallocated to such Unit and the remaining Units in proportion to the respective Allocated Interests appurtenant to each of the Units before the taking or condemnation, and the Association shall promptly prepare, execute and record as a Common Expense an amendment to this Declaration reflecting such reallocation, with the partially taken or condemned Unit participating in the reallocation on the basis of its reduced Allocated Interests.

C. Common Elements. If part of the Common Elements shall be taken or condemned by any authority having the power of eminent domain, the Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority,

and the portion of the award attributable to the Common Elements taken shall be paid to the Association for the use and benefit of the Unit Owners and their Mortgagees as their interests may appear. Each Unit Owner appoints the Association as attorney-in-fact for this purpose. Subject to the provisions of Article IX(D), the Association shall divide any portion of remaining Common Elements among the Unit Owners and their Mortgagees, in proportion to their respective interests in the Common Elements prior to such taking or condemnation, but the portion of the award attributable to the acquisition of any Limited Common Element shall be equally divided among the Owners of the Units to which such Limited Common Element was allocated at the time of such taking or condemnation. The Association shall promptly prepare, execute and record as a Common Expense an amendment to this Declaration reflecting such reallocation.

D. Decree, Prior Liens. The court decree shall be recorded. Notwithstanding anything to the contrary in this Article, lien holders on any Unit, Common Element or Limited Common Element, shall have a lien on any such awards in order of priority of their respective liens.

ARTICLE X: REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

A. Required Repair and Reconstruction. In the event of damage to or destruction of all or any part of the Property as a result of fire or other casualty, the Executive Board on behalf of the Association shall promptly arrange for and supervise the prompt repair, replacement and restoration thereof (including any damaged Units, service fixtures, service machinery and other apparatus initially installed therein by the Declarant, but not including any other furniture, furnishings, fixtures, equipment or other personal property supplied or installed by the Unit Owners in the Units), substantially in accordance with this Declaration, Plats and Plans, the original elevation thereof and the original plans and specifications therefor unless (a) the Condominium is terminated, or (b) repair, replacement or restoration would be illegal under any state or local health, safety, land-use or environmental statute, code or ordinance, or (c) eighty percent (80%) of the Unit Owners vote not to repair, restore or replace the damaged or destroyed Property, and such decision is approved by every Owner of a Unit or Limited Common Element, which will not be repaired, replaced or restored, and by all Eligible Mortgage Holders of all Mortgages thereon.

B. Procedure for Reconstruction and Repair. If repair, replacement or restoration shall be required pursuant to Paragraph A of this Article: (1) Cost Estimates: The Executive Board shall promptly obtain reliable and detailed estimates of the cost of repairing and restoring such portion (including any damaged Units, fixtures, service machinery and other apparatus initially installed by Declarant, but not including any other furniture, furnishings, fixtures or equipment installed by the Unit Owner in the Unit) substantially in accordance with this Declaration, the Plats and Plans, the original elevation thereof and original building plans and specifications therefor unless other action or repair or replacement is approved by at least 80% of the Unit Owners and 51% of the Eligible Mortgage Holders; such costs may also include professional fees and premiums for such bonds as the Insurance Trustee may determine to be necessary; (2) Assessments: If the net proceeds of insurance, if any, are not sufficient to defray such estimated costs of reconstruction, repair and replacement, or if upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the amount necessary to complete such reconstruction and repair may be obtained from the appropriate reserve for replacement funds, and any such costs in excess of insurance proceeds and reserves shall be deemed a Common Expense and a special assessment therefor shall be levied by the Association; and (3) Construction Fund and Disbursement: The proceeds on insurance collected on account of the casualty, and the sums received by the Association from collections of assessments against Unit Owners pursuant to Paragraph B(2) of this Article on account of such casualty, shall constitute a construction fund which shall be held in trust by the Insurance Trustee or Association as provided in this Declaration and disbursed in payment of the costs of reconstruction and repair in the following manner: (a) if the estimated cost of reconstruction and repair is less than Two Hundred Thousand (\$200,000.00) Dollars,

then the construction fund shall be disbursed in appropriate progress payments, or upon order of the Executive Board; provided, however, that upon request of fifty percent (50%) of the Eligible Mortgage Holders (based upon one vote for each mortgage held) such funds shall be disbursed pursuant to subparagraph B(3)(b); (b) if the estimated cost of reconstruction and repair is Two Hundred Thousand (\$200,000.00) Dollars or more, then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in the State of Maine employed by the Association (the "Architect") or Insurance Trustee to supervise such work and approved by such fifty percent (50%) of the Eligible Mortgage Holders, payment to be made from time to time as the work progresses; the Architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with the work stating that: (i) the sums requested by them in payment are justly due and owing and that such sums do not exceed the value of the services and materials furnished; (ii) there is no other outstanding indebtedness known to such Architect for the services and materials described; (iii) the cost as estimated by such Architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested; and (c) when the damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of repairing the Common Elements and thereafter to the cost of repairing the Units; and (d) the first monies disbursed in payment of the cost of reconstruction and repair shall be from any insurance proceeds and, if there is a balance in the construction fund after the payment of all of the costs of the reconstruction and repair for which the fund is established, such balance shall be distributed among all Unit Owners, Mortgage holders and lien holders, as their respective insurable interests may appear, in proportion to their respective Common Element Interests or the Common Element Interests to which their respective Mortgages are subject.

C. Damage or Destruction; No Repair or Replacement. If the entire Condominium is not repaired or replaced: (1) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged areas of the Common Elements to a condition compatible with the remainder of the Condominium as determined by the Executive Board or Architect; (2) the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Owners and Mortgagees of those Units as their insurable interests appear and the Owners and Mortgagees of the Units to which those Limited Common Elements were assignable or allocated, as their insurable interests may appear; and (3) the remainder of the proceeds shall be distributed to all the Unit Owners and Mortgagees, as their insurable interest may appear, in proportion to their respective Common Element Interests or the Common Element Interests to which their respective Mortgagees are subject.

If the Unit Owners and their Mortgagees vote not to rebuild any unit, that Unit's entire Allocated Interests shall be automatically reallocated upon said vote as if the Unit had been condemned as provided in Article IX of this Declaration and the Association shall prepare, execute and record an amendment to this Declaration reflecting the reallocations. Notwithstanding any provisions of this Article to the contrary, Section 1602-118 of the Act governs the distribution of insurance proceeds if the Condominium is terminated.

ARTICLE XI: INSURANCE

A. 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.

B. Property and Casualty Insurance for Units and Common Elements. The Association shall obtain and maintain in effect an "extended coverage" fire and casualty insurance policy covering the Units and Common Elements (including the Limited Common Elements) with 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, excluding the land, foundations and excavations and other similar items customarily excluded from property insurance policies, excluding risks customarily excluded from commercial property insurance policies as determined by the Board of Directors, and excluding furniture, furnishings, inventory, equipment and other personal property supplied or installed by Unit Owners. The policy shall cover the interests of and benefit as insureds the Association, the Board of Directors, and all Unit Owners and their Mortgagees as their insurable interests may appear.

The Association's blanket or master insurance policy shall be in an amount equal to one hundred percent (100%) of the then current fair market value of such insured Units and Common Elements (exclusive of the land, excavations, foundations and other similar items customarily excluded from such coverage), without deduction for depreciation, which coverage may be "replacement cost" coverage if the Board of Directors determines such coverage is reasonably available. Such insurance policy may, at the option of the Board of Directors, contain such deductible and exclusions as the Board of Directors shall reasonably deem appropriate but the deductible not to exceed the lesser of \$10,000 or one (1) percent of the policy's face amount, unless approved by a majority vote of the Owners.

Unless otherwise established under Rules and Regulations adopted by the Board of Directors from time to time, a Unit Owner shall pay the expense of repair of damage to its Unit, to the Common Elements or to another Unit if caused by the neglect of the Unit Owner in the amount of the Association's insurance deductible (or such greater amount as may be established by the Rules and Regulations adopted by the Board of Directors from time to time); the Association shall not be responsible to such Unit Owner for the costs of such repair or damage. In the event of a casualty affecting both the Common Elements and Unit(s) the Board of Directors may allocate responsibility for the insurance deductible among the Common Elements and Unit(s).

Notwithstanding the foregoing, each Unit Owner shall procure "builder's risk" insurance coverage on a Unit while the Unit is undergoing construction or significant repairs and renovations such that the Unit is not otherwise covered by the Association's policy, and the Association shall have no responsibility for any design error, faulty workmanship or defective construction carried on by or at the request of a Unit Owner

Since the Common Elements are believed to have been originally constructed a number of years ago, the Association is not required to carry casualty insurance for the replacement or repair of the Common Elements to their exact prior state and the Board of Directors may limit the scope of insurance coverage to the market value of the Common Elements and limit repair or replacement to more modern materials and techniques based on available casualty insurance proceeds.

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 C 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.

C. Casualty Losses, Adjustment and Payment; Insurance Trustee. Any loss covered by the insurance policy described in Section B 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 by the Board of Directors, 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 Common Elements. 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 Units and Common Elements 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.

D. 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 two million dollars (\$2,000,000.00) covering all claims for bodily injury or property damage arising out of one occurrence.

E. 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, its principles, managers, officers, employees or directors 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.

F. 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 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 (including, without limitation, "fidelity bond" or employee dishonesty coverage).

G. 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 (10 days notice for non-payment of premiums) 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.

H. Separate Insurance Required to be Maintained by Owners. Each Unit Owner should obtain at its own expense, a condominium insurance policy for damage to its Unit not insured through the Association, and all personal property located in a Unit for its own benefit and for its personal liability, as well as upon any improvements made by him to its Unit under coverage normally called "improvements and betterments coverage;" provided, however, that no Unit Owner shall be entitled to exercise its 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 must contain waivers of subrogation in favor of the Association.

The Association shall have no responsibility for ascertaining whether or not the Unit Owner maintains such insurance in effect.

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 and not insured by the Association, unless otherwise consented to by vote of the Board of Directors.

At the request of the Association, any Unit Owner who obtains an individual insurance policy covering any portion of the Condominium shall file a certificate or copy of such individual policy or policies with the Board of Directors within thirty (30) days after the purchase of such insurance but failure to request or provide such certificate or insurance copies shall not impair any terms of this Declaration.

ARTICLE XII: ADDITIONAL RESTRICTIONS ON USE, OCCUPANCY OR ALIENATION

A. Use and Occupancy Restrictions. Each Unit shall be occupied and used subject to the following restrictions: (1) Units 1 and 2 will be used solely for residential purposes; and (2) each Unit will be subject to reasonable rules and regulations as adopted by the Association from time to time. Nothing in this Declaration shall be construed to prohibit the Declarant from exercising any easements

and rights reserved by the Declarant pursuant to this Declaration for any purposes including promotional, marketing or display purposes, from using any appropriate portion of the Common Elements for exercising these reserved rights, settlement of sales of Units and for customer service purposes, or from leasing Units owned by Declarant as provided in this Declaration.

B. Leasing Restrictions. No Unit Owner shall lease a Unit other than on written form of lease requiring the lessee to comply with the Condominium Documents and rules and regulations of the Association. Each Unit Owner shall, promptly following the execution of any lease of a Unit, notify the Association in writing of the name of the tenant and the term of the lease and any options in the lease to renew, extend or purchase. The Declarant retains and reserves the right, without complying with the restrictions contained in the foregoing Paragraphs, to enter into leases with any persons for the occupancy of any of the Units owned by the Declarant during the period ending 30 years from the date of this Declaration, except that no lease will be entered for a term of less than 30 days. The Association shall promulgate no rule or regulation, or take any action, that shall or could unreasonably interfere with the use of any Unit as affordable rental housing, and if requested by lenders and investors of any Unit used or leased as affordable rental housing, the Association shall provide reasonable assurances as to its commitment set forth in this sentence.

C. Voluntary Resale of Units. The following provisions apply to the sales of Units by all Unit Owners other than the Declarant: No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to the date of recordation of a bona fide conveyance in fee of such Unit by the Owner. In a voluntary transfer of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments and special assessments for Common Expenses made by the Executive Board against the latter up to the time of the recordation of grantor's transfer, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any person who shall have entered into an agreement to purchase a Unit from a Unit Owner shall be entitled to a certificate from the Executive Board as provided by Section 1604-108(b) of the Act, and the grantee shall not be liable for, nor shall the Unit conveyed by subject to a lien for, any assessments or unpaid special assessments made by the Executive Board against the grantor for Common Expenses in excess of those disclosed on such certificate. All Unit Owners shall comply with Section 1604-108 of the Act. Except as provided in this Article, there are no other restrictions governing the voluntary transfer of a Unit.

D. Rules and Regulations. Each Unit, appurtenant Limited Common Elements and the Common Elements shall be subject to all restrictions contained in the Unit deed, this Declaration, the By-Laws of the Association, and any reasonable Rules and Regulations adopted by the Association from time to time, as amended from time to time, subject, however, to the provisions of Subsection B above. No rule or regulation may be adopted that (a) would impede or adversely affect the ability of the owner of Unit 1 from leasing to tenants in the ordinary course of business subject to the provisions of Section 42 of the Internal Revenue Code, or (b) conflict with any applicable provision of law, including, without limitation, all Fair Housing Act provisions..

ARTICLE XIII: APPLICABILITY; COMPLIANCE AND DEFAULT

A. Applicability. All present and future Owners and tenants, their guests, servants, agents and employees and any other person or persons that shall be permitted to use the Common Elements shall be subject to this Declaration, the By-Laws and to such rules and regulations as may be issued by the Executive Board of the Association from time to time to govern the conduct of its members and the use and occupancy of the Property. Ownership, rental or occupancy of any of the Units in the Condominium shall be conclusively deemed to mean that said Owner, tenant or occupant has accepted and ratified this Declaration, the By-Laws and the rules and regulations of the Association and will comply with them.

The acceptance of a deed or conveyance (other than as security) or the entering into of a lease or the entering into of occupancy of any Unit (other than possession by a Mortgagee prior to either the completion of foreclosure or the acceptance of a deed to the Unit subject to the Mortgage held by such Mortgagee) shall signify that the provisions of this Declaration and the By-Laws, the rules and regulations of the Condominium and the decisions of the Executive Board are accepted and ratified by such Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

B. Compliance and Default. (1) Each Unit Owner shall be governed by and shall comply strictly with the terms, covenants, conditions and restrictions of this Declaration, By-Laws and the rules and regulations adopted pursuant thereto, and the same as they may be amended from time to time. The Executive Board shall have the power to adopt, amend and enforce compliance, subject to the limitations set forth in Article VII(D) hereof, with such reasonable rules and regulations relative to the operation, use and occupancy of the Units and the Common Elements consistent with the provisions of this Declaration and the 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 Executive Board shall deem appropriate. Any such rules and regulations shall be adopted or amended, from time to time, by means of appropriate resolutions duly approved by the Executive Board in accordance with the By-Laws. A copy of such rules and regulations and copies of any amendments thereto shall be delivered or mailed to each Owner or occupant of a Unit promptly after the adoption thereof. Failure of the Unit Owner to comply therewith shall entitle the Association or Unit Owners to the remedies provided in this Declaration and the Act, and also to the following relief, none of which remedies shall be exclusive of any other remedies: (1) Suits: Failure to comply with the terms of this Declaration, the By-Laws and the rules and regulations adopted pursuant thereto, as the same may be amended from time to time, shall entitle the Association or any aggrieved Unit Owner to sue for the recovery of damages or for injunctive relief, or both. Such relief shall not be exclusive of other remedies provided by law; (2) Costs and Attorney's Fees: In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Condominium Documents and rules and regulations adopted pursuant thereto, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney's fees; provided, however, that no attorney's fees may be recovered against the Executive Board in any such action unless the court shall first expressly find that the Executive Board acted in bad faith. (3) No Waiver of Rights: The failure of the Declarant, or the Executive Board, or any Unit Owner to enforce any covenant, restriction or other provision of the Act, the Condominium Documents or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

C. Appeal and Hearing Procedure; Actions by Owners. No Unit Owner shall have the right to object, challenge, commence any suit at law or in equity or take any other action under any act, power or authority now in force or hereafter adopted except after following such procedures as are established by the Executive Board by rule or regulation consistent with the provisions of this Paragraph. The Executive Board, or a committee as may be appointed by the Executive Board, shall hear appeals from Unit Owners or lessees of alleged violations of the Condominium Documents and rules and regulations of the Association. Unit Owners shall not have the right to appeal assessments for or collections of assessments for Common Expenses. The Executive Board or such committee shall hold a hearing on any such appeal within thirty (30) days after the receipt by the Executive Board of a formal notice of appeal from a Unit Owner or resident. A decision shall be issued in writing by the Executive Board within ten (10) days after the conclusion of the hearing. The Executive Board shall have the right to establish various rules and procedures governing the operation and administration of the appeal and hearing process and the enforcement of the Condominium Documents and rules and regulations. Unless the internal remedies provided by this Paragraph and such rules and regulations as may be promulgated by the Executive Board

shall be expressly waived by the Association or the Association fails or refuses to act, no action at law or in equity shall be commenced by any Unit Owner or resident until such internal remedy is pursued to exhaustion. Any action by a Unit Owner against any other Unit Owner or resident arising out of any term, covenant or condition contained in the Condominium Documents or any rule or regulation made pursuant thereto shall be subject to the same procedures. In hearings before the Executive Board or the committee designated by the Executive Board, all parties shall be entitled to be represented by counsel.

ARTICLE XIV: MORTGAGES OF UNITS; RIGHTS OF MORTGAGEES

A. Right to Mortgage. Each Unit Owner shall have the right to mortgage or encumber his own respective Unit together with the Allocated Interests appurtenant to such Unit. Except as otherwise permitted by Section 1603-112 of the Act and subject to this Declaration, no Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Common Elements or any part thereof except his own Unit and the Limited Common Elements and Allocated Interests appurtenant to his Unit. A Unit Owner who mortgages his Unit shall notify the Executive Board in writing of the name and address of his Mortgagee(s) and shall file a conformed copy of the note and mortgage with the Executive Board; provided, however, that failure to do so shall not in any way affect the validity or enforceability of any mortgage.

B. Mortgage Foreclosure. Any Mortgagee of a Unit holding a recorded first mortgage on a Unit that obtains title to the Unit pursuant to the remedies provided in the Mortgage, or through a completed foreclosure of the Mortgage, or through deed (or assignment) in lieu of foreclosure, shall take the Unit with the Allocated Interests appurtenant thereto free of such claims and liens for unpaid assessments for Common Expenses, interest and costs levied against such Unit which accrue 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 of deed (or assignment) in lieu of foreclosure.

C. Notices to Eligible Mortgage Holder. The Association shall send written notice by prepaid United States mail to each Eligible Mortgage Holder at the address identified pursuant to Article XVII(C) of this Declaration of the following proposed actions either within a reasonable period prior to the taking of any such proposed actions or at the time that notice thereof is given to Unit Owners unless another time is specified herein: (1) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any unit in which there is a first Mortgage held by such Eligible Mortgage Holder; (2) notice of any default or delinquency in the payment of assessments for Common Expenses or any other charges owed by an Owner of a Unit subject to a Mortgage held of record by such an Eligible Mortgage Holder, or any other default in the performance or payment by such an Owner of a Unit of any obligation under this Declaration, the By-Laws or any rules and regulations of the Association, which delinquency or other default continues for a period of sixty (60) days, to the Eligible Mortgage Holder of the Mortgage to which such Owner's Unit is subject; (3) any lapse, cancellation or material modification of any insurance policy or fidelity bond required to be maintained under the Declaration or By-Laws by the Association; (4) the proposed use of any proceeds of Property Insurance required to be obtained and maintained by the Association pursuant to Section 1603-113, subsection (a) of the Act, for purposes other than repair or restoration of the damaged property; (5) the adoption by the Executive Board of any proposed budget under Section 1603, subsection (c) of the Act, the date of the meeting of Unit Owners scheduled to consider ratification of such proposed budget, and a summary of the proposed budget; (6) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders as specified in Paragraph E of this Article; (7) the termination of the Condominium pursuant to Section 1602-118 of the Act and this Declaration; (8) a change in the Allocated Interests appurtenant to any Unit, a change in the boundaries of a Unit, or the subdivision of a Unit; (9) the merger or consolidation of the Condominium with another condominium; or (10) the conveyance or subjection to a

security interest of any portion of the Common Elements. Upon written request of any Eligible Mortgage Holder, the Association will provide an audited financial statement of the Association for the preceding fiscal year.

D. Mortgagee Approval Rights. For purposes of this Paragraph and the following subparagraphs, where approval by a stated percentage of Eligible Mortgage Holders is required, such approval shall be based upon one (1) vote for each Unit on which a mortgage is held. Any repair, replacement or restoration of the Condominium, after a partial condemnation or damage due to an insurable hazard, shall be performed as provided in this Declaration, unless other action is approved by at least fifty-one (51%) percent of Eligible Mortgage Holders. Any election to terminate the legal status of the Condominium pursuant to Section 1602-118 of the Act, and this Declaration after substantial destruction or a substantial taking in condemnation of the Condominium Property shall require the approval of at least fifty-one (51%) percent of all Eligible Mortgage Holders. Any abandonment or termination of the legal status of the Condominium pursuant to Section 1602-118 of the Act by act or omission for reasons other than said substantial destruction or taking shall require the prior written approval of at least fifty-one (51%) percent of Eligible Mortgage Holders of first Mortgages on Units. Any abandonment, partition, subdivision, encumbrance, sale or transfer of any of the Common Elements (except for grant easements for utilities or other public purposes consistent with the intended use of the Common Elements) by act or omission shall require the prior written approval of at least fifty-one (51%) percent of the Eligible Mortgage Holders. With respect to amendments to the Condominium Documents other than amendments to the Condominium Documents or termination of the Condominium made as a result of destruction, damage, or condemnation as provided in this Article, the approval of at least fifty-one percent (51%) of the Eligible Mortgage Holders shall be necessary to terminate the Condominium as provided hereinabove.

The written consent or approval of at least fifty-one (51%) percent of the Eligible Mortgage Holders of Units affected by such amendments, shall be required to add or amend any material provisions of the Condominium Documents which establish, provide for, govern or regulate any of the following matters: (i) Voting; (ii) assessments, assessment liens or subordination of such liens; (iii) reserves for maintenance, repair and replacement of the Common Elements (or Units if applicable); (iv) insurance or fidelity bonds; (v) rights to use of the Common Elements; (vi) responsibility for maintenance and repair of the Common Elements of the Condominium; (vii) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium; (viii) the interests in the Common Elements or Limited Common Elements; (ix) convertibility of Units into Common Elements or of Common Elements into Units; (x) leasing of Units; (xi) imposition of any restriction on a Unit Owner's right to sell, transfer, or otherwise convey his Unit; (xii) any proposed action described in Paragraph C(4), C(7), C(8), C(9) or C(10) of this Article; (xiii) a decision by the Association to establish self-management when professional management had previously been required by an Eligible Mortgagee; or (xiv) any provisions which are for the express benefit of Eligible Mortgage Holders. An addition or amendment to the Condominium Documents shall not be considered material if it is for the purpose of correcting technical errors.

An Eligible Mortgage Holder who receives a written request to approve any additions or amendments which do not constitute either a material change to the Condominium Documents or any amendment described in the preceding paragraph hereof and who does not deliver to the requesting party a negative response within thirty (30) days after the giving of notice shall be deemed to have approved such request in writing.

E. Voting and Other Rights of Eligible Mortgage Holders. In the event of any default by a Unit Owner in payment of assessments or performance of obligations pursuant to the Condominium Documents as more fully described in Paragraph C(2) of this Article, the Eligible Mortgage Holder of the

Mortgage on such Owner's Unit shall have the right but not the obligation to cure such default. In addition to, but not by way of limitation of, all rights granted to Eligible Mortgage Holders pursuant to this Declaration to cast the votes allocated to a Unit in lieu of the Unit Owner, any Eligible Mortgage Holder, or its representative, shall have the right to attend meetings of the Association and Executive Board of the purposes of discussing the matters described in Paragraphs C(4), C(5), C(7), C(8), C(9) and C(10). 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 pursuant to its Mortgage in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units, Common Elements, or both. Each Eligible Mortgage Holder shall be entitled to examine the financial records and books of account of the Association upon reasonable prior written notice to the Association.

F. Rights of First Refusal. Notwithstanding anything to the contrary elsewhere contained in this Declaration, the By-Laws or said rules and regulations, in the event that the Unit Owners in the future adopt any right of first refusal (which right may be adopted only by amending this Declaration) in the case of the sale of any Unit, such right of first refusal shall not affect, impair or apply to the right of any Mortgagee to: (1) foreclose or take title to the Unit pursuant to the remedies provided in the Mortgage, (2) accept a deed (or assignment) in lieu of foreclosure in the event of a default by a mortgagor, or (3) sell or lease a Unit acquired by the procedures hereinabove set forth.

ARTICLE XV: AMENDMENT

Except in cases of amendments to this Declaration that may be unilaterally executed and recorded by the Association as described in Sections 1601-107, Eminent Domain, 1602-108(c), Allocation of Limited Common Elements, 1602-113(a) Reallocation of Boundaries Between Adjoining Units, 1602-113, Subdivision of Units and 1602-117(a), Amendment of Declaration, of the Act and except in cases of amendments to this Declaration by certain Unit Owners, as described in Sections 1602-108(b), Reallocation of Limited Common Elements, 1602-112(a), Relocation of Boundaries Between Adjoining Elements, 1602-113(a), Relocation of Boundaries Between Adjoining Units, 1602-113(b), Subdivision of Units, or 1606-118(b), Termination of Condominium, of the Act, and except in cases of amendments to the Declaration that may be executed by the Declarant under Section 1602-109(f) Plats and Plans or under Section 1602-110, Exercise of Development Rights of the Act, and subject to the other provisions of this Declaration and of the Act, this Declaration, the Plats and Plans may be amended as follows:

A. Before Any Conveyance. Prior to the conveyance of any Unit by the Declarant to a Unit Owner other than as security for an obligation, the Declarant shall have the right to amend and re-amend this Declaration in any manner that the Declarant may deem appropriate.

B. After First Conveyance. After the first conveyance of a Unit by a Declarant, the terms of the following subparagraphs shall apply to the amendment of this Declaration:

(1) Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Executive Board in which a proposed amendment is considered, and shall be served upon all Unit Owners in the manner provided in Article XVII(a) for service of notices and upon Eligible Mortgage Holders in the manner identified in Article XVII(C).

(2) Resolution. An amendment may be proposed by either the Executive Board or by Unit Owners holding in the aggregate no less than 1/5th of the votes in the Association. No resolution of the Executive Board adopting a proposed amendment shall be effective unless it has been adopted at a meeting of the Association duly called and held in accordance with the By-Laws of the affirmative vote of at least 2/3rds in voting interest of the Unit Owners and then executed and recorded as provided in Paragraph B(5) of

this Article.

(3) Agreement. In the alternative, an amendment may be made by an agreement signed by the record Owners of the Units to which at least 2/3rds of the votes in the Association are allocated in the manner required for the execution of a deed and acknowledged by at least one of them, and such amendment shall be effective when recorded.

(4) Certain Amendments. Notwithstanding the foregoing provisions of this Article, except as otherwise permitted by the Act and provided in this Declaration, no amendment may increase the number of Units or change the boundaries of any Unit, the Allocated Interests allocated to a Unit, or the uses to which any Unit is restricted without the unanimous consent of the Unit Owners and the consent of the Eligible Mortgage Holders representing or holding mortgages on Units having at least 2/3rds of the votes in the Association. 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, or its successors or assigns shall join in the execution of such amendment.

(5) Execution and Recording. A copy of each amendment shall be attached to or included with a certificate, certifying that the amendment was duly adopted, which certificate shall be executed and acknowledged by such officer or officers of the Association and/or member or members of the Executive Board designated for that purpose in the By-Laws. The amendment shall be effective when such certificate and copy of the amendment are recorded.

(6) Notice and Challenge. No action to challenge the validity of an amendment to this Declaration adopted by the Association pursuant to this Article may be brought more than one year after such amendment is recorded. After each amendment to this Declaration adopted pursuant to this Article has been recorded, notice thereof shall be sent to all Unit Owners and to all Eligible Mortgage Holders at the address last furnished to the Executive Board, but failure to send such notices shall not affect the validity of such amendment. The Association shall make copies of the Declaration and all amendments thereto available for inspection at reasonable times upon reasonable request for such inspection.

(7) No Amendment to Interfere with Use of Units as Affordable Rental Housing. Notwithstanding anything to the contrary contained in this Declaration, upon (i) the conveyance of any to a Maine limited partnership or other entity that intends to develop such unit as affordable rental housing, and (ii) the closing by such limited partnership or entity on construction and permanent financing, this Declaration shall not be amended in any manner that shall prevent or restrict the leasing of dwelling units within such unit to very low, and/or low and moderate income persons or families without the written consent of the owner of such Unit and its mortgagees, whether Eligible Mortgage Holders or not.

ARTICLE XVI: EASEMENTS AND LICENSES

A. Recorded Easements and Licenses. The recording data for recorded easements and licenses appurtenant to or included in the Condominium or by virtue of any reservation contained in this Declaration, are stated and set forth in Schedule A hereto.

B. Utilities, Pipes and Conduits. Each Unit 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 Elements serving his Unit and located in any of the other Units. Each Unit shall be subject to an easement in favor of all 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.

C. Structural Support. Each Unit shall have an easement to the extent necessary for structural

and subjacent support over every other Unit and over the Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural and lateral support in favor of every other Unit.

D. Ingress, Egress and Regress. Each Unit Owners shall have an easement, subject to any rules and regulations established by the Executive Board, in common with all other Unit Owners to use the entrances, exists, corridors and other Common Elements as a means of ingress, egress and regress to and from the Property and the adjoining public streets. The Executive Board shall not and cannot establish any rules and regulations depriving any Unit Owner of reasonable ingress, egress and regress to and from his Unit, the Property and Common Elements, and the adjoining public streets.

E. Encroachments. If any portion of the Common Elements or Limited Common Elements hereafter encroaches 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 or Buildings in which they are located or otherwise than as a result of the purposeful 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, a valid easement appurtenant to the encroaching Units, Common Elements or Limited Common Elements for the encroachment and for the maintenance of the same shall exist for so long as the encroachment shall exist. In the event that any Building shall be partially destroyed as a result of fire or other casualty or as a result of taking by the power of, or in the nature of, eminent domain or by an action or deed in lieu of condemnation, and then is rebuilt, encroachments of a portion or portions of the Common Elements or Limited Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements or Limited Common Elements, due to such rebuilding, shall be permitted, and valid easements appurtenant to the encroaching Units, Common Elements or Limited Common Elements for such encroachments and the maintenance thereof shall exist so long as the Building as so rebuilt shall stand.

F. Common Elements Easement in Favor of Unit Owners. The Common Elements (including, but not limited to, the Limited Common Elements) shall be and are hereby made subject to the following easements in favor of the Units benefited: (1) for the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, and other electrical installations which are Common Elements adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the use of any part of the Common Elements, adversely affect either the thermal or acoustical character of any Building or impair or structurally weaken any Building; (2) for driving and removing nails, screws, bolts and other attachment devices into the Unit side surface of the stone, block, brick or other masonry walls bounding the Unit and the Unit side surface of the studs which support the dry wall or plaster perimeter walls bounding the Unit the bottom surface of floor joists above the Unit to the extent such nails, screws, bolts and other attachment devices may encroach into a part of a Common Elements 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 or acoustical character of any Building or impair or structurally weaken any Building; and (3) for the maintenance of the encroachment of any lighting devices, outlets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Elements or Limited Common Elements on the date this Declaration is recorded.

G. Association's Rights. The Association shall have a reasonable right of entry upon any Unit to make emergency repairs and to do other work reasonably necessary for the proper maintenance or operation of the Condominium. The Association shall have the right to grant permits, licenses and easements over the Common Elements for utilities, ways and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium. The Association has a right of

access to each Unit for the purpose of making inspections or for the purpose of correcting any condition originating in this Unit or elsewhere and threatening another Unit or a Common Elements, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, other Common Elements or units, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner, and provided further that judicial proceedings shall be instituted by the Association before any items of construction can be altered or demolished. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

H. Special Declarant Rights. The Association, Executive Board and others and Declarant, its successors and assigns have the easements specified in this Article of this Declaration entitled Special Declarant Rights.

ARTICLE XVII: NOTICES TO UNIT OWNERS BY ASSOCIATION

A. To Unit Owners. All notices, demands, bills, statements or other communications affecting the Condominium shall be given to Unit Owners by the Association in writing and shall be deemed to have been duly given if delivered personally or sent by United States mail, postage prepaid, or if such notification is of a default or lien, 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. To the Association. All notices, demands, statements or other communications affecting the Condominium given by the Association shall be in writing and shall be deemed to have been duly given to the Association if delivered personally or sent by United States mail, postage prepaid, return receipt requested, addressed to the Association at the principal office of the managing agent, or if there shall be no managing agent, then to the Secretary of the Association at the address of the Unit of which the Secretary is the record Unit Owner thereof.

C. Eligible Mortgage Holder. All notices, demands or other communications affecting the Condominium given by the Association to any Eligible Mortgage Holder shall be in writing and shall be deemed to have been duly given if delivered personally or sent by United States mail, postage prepaid, addressed to the Eligible Mortgage Holder at the address identified pursuant to this Declaration.

ARTICLE XVIII: TAXATION

A. Separate Taxation. If there is any Unit Owner other than the Declarant, each Unit and its Allocated Interests shall be deemed to be a separate tax parcel and shall be separately taxed and assessed by the City of Portland. Except to any extent required by law, neither the Buildings, the Property nor any of the Common Elements shall be deemed to be or assessed as a separate tax parcel.

B. Units Not Yet Separately Assessed. In the event that for any year real estate taxes assessed by the City of Portland 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 Element Liability.

ARTICLE XIX: TERMINATION OF CONDOMINIUM

The Condominium shall not be terminated except as provided in and subject to Section 1602-118 of the Act and by agreement of Unit Owners of Units to which at least eighty (80%) percent of the votes

in the Association are allocated and at least 80% of the votes of Eligible Mortgage Holders.

ARTICLE XX: MISCELLANEOUS

A. Interpretation; Conflict. In the event of any conflict or discrepancy between this Declaration, the By-laws and the Plats and Plans, this Declaration shall govern. If any provision of this Declaration, the By-Laws or the rules and regulations, or any section, sentence, clause, phrase, or word therein, or the application thereof in any circumstances be judicially held in conflict 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 By-Laws and rules and regulations, and the application of any such provision, section, clause, phrase, or word in other circumstances shall not be affected thereby and 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. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provisions hereof. The use of the singular number in this Declaration shall be deemed to include the plural, and the use of any one gender shall be deemed applicable to all genders. 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. Any dispute or disagreement between Unit Owners with respect to interpretation or application of this Declaration or the By-Laws or rules and regulations shall be determined by the Board of Directors, which determination shall be final and binding on all parties.

B. Remedies Cumulative. All rights, remedies and privileges granted to the Executive Board of a Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such party hereunder or by any instruments or documents incorporated herein by reference or at law or in equity.

IN WITNESS WHEREOF, Sea Coast at Baxter Woods Associates, LLC, a Maine limited liability company, by its Manager, hereunto duly authorized, has executed and delivered this Declaration as of the date first above written.

Signed, Sealed and Delivered

In the Presence of:

Sea Coast at Baxter Woods Associates, LLC

By: _____
John B. Wasileski, Its Manager

STATE OF MAINE
CUMBERLAND, ss.

Personally appeared the above-named John B. Wasileski, this ___ day of _____, 2014 and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said limited liability company.

Notary Public/Attorney-at-Law

SCHEDULE A
MCAULEY PLACE CONDOMINIUM DECLARATION OF CONDOMINIUM

A certain lot or parcel of land situated on the easterly side of Stevens Avenue and the southerly side of Walton Street in the City of Portland, County of Cumberland, State of Maine, being Lot #5 as shown on

(hereinafter the "Subdivision Plan").

Together with and also hereby conveying for the benefit of the owners of each Unit in the Condominium, their respective heirs, successors and assigns, described below and for the benefit of the McAuley Place Condominium Association, its successors and assigns, and also excepting and reserving for the benefit of Declarant, its successors and assigns, as the owner of Lots 1, 3 and 4 as noted below, the following described perpetual rights and easements for the following described purposes across the portion of land of the Declarant, bounded and described as set forth below, which easements shall be appurtenant to and shall burden and run with the land described above in this Schedule A as described below:

1. Easement #1 (Shared Parking on Lot 1): The perpetual right and easement to use the parking spaces located on Lot #1, as shown on the Plan, for the parking of vehicles, in the area shown as Easement #1 on the Subdivision Plan, for the benefit of the Unit Owners, in common with the owners of Lot 1, Lot 3 and Lot 4, is hereby granted. This parking easement shall include the right to park vehicles and to pass therefrom by foot to and from the land described in this Schedule A, provided, however that the owner of Lot 1 shall have priority over the land described in this Schedule A at all times that the school located on Lot 1 is in session and for all school related athletic and other events scheduled in advance by at least 7 days notice to the McAuley Place Condominium Association. The owners of Lot 1, Lot 3 and Lot 4 and the Association shall establish procedures for the scheduling of events and communication to all Lot and unit owners when events are scheduled that will affect use of such parking areas in order to avoid having multiple events scheduled for the same time that would impact use of such Easement 1 parking area. The owner of Lot 1 shall pay all costs of maintenance and repair of such Easement #1 area.

2. Easement #2 & Easement 3 (Access and utilities to and from Walton Street): The perpetual rights and

easements to use the area shown as Easement 2 and Easement 3 on the Subdivision Plan, for the benefit of Lots 1, 2, 3 and 4, in common with the land described in this Schedule A, is hereby reserved by Declarant, its successors and assigns, for the following described purposes:

a. Access Right of Way: The perpetual right and easement, over Easement 2 and Easement 3, to pass and repass on foot and with vehicles at any and all times from Walton Street to Lots 1, 2, 3, 4 and 5 together with the right to enter from time to time within said areas to inspect, install, construct, maintain, repair, rebuild, replace and remove fill, pavement and other facilities and appurtenances intended to facilitate or improve access over such premises.

b. Utilities: Together with the perpetual right and easement, over Easement 2 and Easement 3, to install, construct, erect, lay, relay, repair, inspect, operate, maintain, rebuild, replace and remove utility conduits, pipes and mains, and poles and wires with all necessary fixtures and appurtenances upon, through, under or over such premises for any and all utilities including but not limited to electric power, transmission and distribution lines, other energy, transmission and distribution lines, gas mains, cable-television, telephone and other communications or intelligence lines, together with suitable and sufficient lines, pipes, cables, mains, poles and towers with sufficient foundations together with wires strung upon and extending between the same, above or below ground, together with all necessary facilities, fixtures, anchors, guys, crossarms, and other equipment and appurtenances and also for conveying and transmitting water, sewerage, wastewater and other liquids and substances together with the right at all times to make connection with all of said facilities to land adjoining the premises. Together with the right to maintain, relay, repair, inspect, operate, maintain, rebuild, replace and remove utility conduits, pipes and mains, and poles and wires with all necessary fixtures and appurtenances, in all existing locations, even if not part of the areas shown as Easement 2 and Easement 3, of existing utilities lines, conduits, pipes, mains, poles and wires.

c. Drainage: Together with the perpetual right and easement, over Easement 2 and Easement 3, to enter such areas and to install, construct, lay, relay, maintain, inspect, repair, rebuild, replace and remove drainage lines, pipes, swales, conduits, manholes, mains and other equipment and facilities for drainage purposes together with all necessary fixtures and appurtenances, and to make connection therewith to the property described in Schedule A, and to flow and direct water into such areas.

d. Landscaping: Together with the perpetual right and easement, over Easement 2 and Easement 3, to fill, grade, landscape, seed, plant grass, trees and shrubs, to mow, cut and trim the same and to remove and replace the same.

e. Related Rights: Together with the perpetual right and easement in connection with or in exercising any of the above described rights to enter such areas and to work, fill, excavate, tunnel, trench and/or landfill with such areas, and to trim, clear, cut down and remove trees, timber and bushes to such extent as is reasonably necessary or appropriate for any of the above described purposes.

McAuley Place Condominium Association, as a Common Element Expense of the Unit Owners, shall pay all costs of maintenance and repair of such Easement #2 and Easement 3 area.

3. Easement #4 (Access from Stevens Avenue): The perpetual rights and easements to use the area shown as Easement 4 on the Subdivision Plan, for the benefit of Lots 1, 3 and 4, in common with Lot 5, is hereby reserved by Declarant, its successors and assigns, for the following described purposes:

a. Access Right of Way: The perpetual right and easement, over Easement 4, to pass and repass on foot and with vehicles at any and all times together with the right to enter from time to time

within said areas to inspect, install, construct, maintain, repair, rebuild, replace and remove fill, pavement and other facilities and appurtenances intended to facilitate or improve access over such premises.

b. Utilities: Together with the perpetual right and easement, over Easement 4, to install, construct, erect, lay, relay, repair, inspect, operate, maintain, rebuild, replace and remove utility conduits, pipes and mains, and poles and wires with all necessary fixtures and appurtenances upon, through, under or over such premises for any and all utilities including but not limited to electric power, transmission and distribution lines, other energy, transmission and distribution lines, gas mains, cable-television, telephone and other communications or intelligence lines, together with suitable and sufficient lines, pipes, cables, mains, poles and towers with sufficient foundations together with wires strung upon and extending between the same, above or below ground, together with all necessary facilities, fixtures, anchors, guys, crossarms, and other equipment and appurtenances and also for conveying and transmitting water, sewerage, wastewater and other liquids and substances together with the right at all times to make connection with all of said facilities to land adjoining the premises.

c. Drainage: Together with the perpetual right and easement, over Easement 4, to enter such areas and to install, construct, lay, relay, maintain, inspect, repair, rebuild, replace and remove drainage lines, pipes, swales, conduits, manholes, mains and other equipment and facilities for drainage purposes together with all necessary fixtures and appurtenances, and to make connection therewith to the property described in Schedule A, and to flow and direct water into such areas.

d. Landscaping: Together with the perpetual right and easement, over Easement 4, to fill, grade, landscape, seed, plant grass, trees and shrubs, to mow, cut and trim the same and to remove and replace the same.

e. Related Rights: Together with the perpetual right and easement in connection with or in exercising any of the above described rights to enter such areas and to work, fill, excavate, tunnel, trench and/or landfill with such areas, and to trim, clear, cut down and remove trees, timber and bushes to such extent as is reasonably necessary or appropriate for any of the above described purposes.

f. Parking: Together with the perpetual right and easement to use the parking spaces for the parking of vehicles, in the parking spaces constructed by McAuley Place Condominium Association along the sides of the area shown as Easement 4 on the Subdivision Plan, for the benefit of Lot 1, in common with Lot 5, is hereby reserved. This parking easement shall include shall include the right to park vehicles and to pass therefrom by foot to and from Lot 1, provided, however that the McAuley Place Condominium Association shall have priority over Lot 1 except for school related athletic and other events scheduled in advance by at least 7 days notice to the McAuley Place Condominium Association. The owner of Lot 1 and the Association shall establish procedures for the scheduling of events and communication to all Lot and unit owners when events are scheduled that will affect use of such parking areas in order to avoid having multiple events scheduled for the same time that would impact use of such Easement 4 parking area.

McAuley Place Condominium Association, as a Common Element expense of the Unit Owners, shall pay all costs of maintenance and repair of such Easement #4 area.

4. Easement #5: The perpetual rights and easements to use the area shown as Easement 5 located on Lot 2 as shown on the Subdivision Plan, for the benefit of Lots 1, 3, 4 and 5, is hereby reserved by Declarant, its successors and assigns, for the following described purposes:

a. Access Right of Way: The perpetual right and easement, over Easement 5, to pass and repass on foot and with vehicles, but with vehicles solely for maintenance and for emergency access purposes, at

any and all times together with the right to enter from time to time within said areas to inspect, install, construct, maintain, repair, rebuild, replace and remove fill, pavement and other facilities and appurtenances intended to facilitate or improve access over such premises.

b. Common Open Space: Together with the perpetual right and easement, over Easement 5, to use the common open space in Easement 5 for special events scheduled with the McAuley Place Condominium Association at least 7 days in advance.

c. Drainage: Together with the perpetual right and easement, over Easement 5, to enter such areas and to install, construct, lay, relay, maintain, inspect, repair, rebuild, replace and remove drainage lines, pipes, swales, conduits, manholes, mains and other equipment and facilities for drainage purposes together with all necessary fixtures and appurtenances, and to make connection therewith to the property described in Schedule A, and to flow and direct water into such areas.

d. Landscaping: Together with the perpetual right and easement, over Easement 5, to fill, grade, landscape, seed, plant grass, trees and shrubs, to mow, cut and trim the same and to remove and replace the same.

e. Related Rights: Together with the perpetual right and easement in connection with or in exercising any of the above described rights to enter such areas and to work, fill, excavate, tunnel, trench and/or landfill with such areas, and to trim, clear, cut down and remove trees, timber and bushes to such extent as is reasonably necessary or appropriate for any of the above described purposes.

Parking: Notwithstanding the foregoing, the Owner of Units 1 and 2, shall have the right to park vehicles in the portion of Easement 5 on which parking spaces are designated.

McAuley Place Condominium Association, as a Common Element expense of the Unit Owners, shall pay all costs of maintenance and repair of such Easement #5 area.

5. Easement #6: The perpetual right and easement to use the area shown as Easement 6A located on Lot 4 as shown on the Subdivision Plan, for the benefit of Lots 1, 2, 3 and 5, in common with Lot 4, is hereby submitted to this Declaration for the benefit of the Unit Owners and is hereby reserved by Declarant, its successors and assigns, for the following described purposes:

a. Utilities: Together with the perpetual right and easement, over Easement 6A, to install, construct, erect, lay, relay, repair, inspect, operate, maintain, rebuild, replace and remove utility conduits, pipes and mains, and poles and wires with all necessary fixtures and appurtenances upon, through, under or over such premises for any and all utilities including but not limited to electric power, transmission and distribution lines, other energy, transmission and distribution lines, gas mains, cable-television, telephone and other communications or intelligence lines, together with suitable and sufficient lines, pipes, cables, mains, poles and towers with sufficient foundations together with wires strung upon and extending between the same, above or below ground, together with all necessary facilities, fixtures, anchors, guys, crossarms, and other equipment and appurtenances and also for conveying and transmitting water, sewerage, wastewater and other liquids and substances together with the right at all times to make connection with all of said facilities to land adjoining the premises.

b. Drainage: Together with the perpetual right and easement, over Easement 6A, to enter such areas and to install, construct, lay, relay, maintain, inspect, repair, rebuild, replace and remove drainage lines, pipes, swales, conduits, manholes, mains and other equipment and facilities for drainage purposes together with all necessary fixtures and appurtenances, and to make connection therewith to Lots 1, 3 and 4, and to flow and direct water into such areas.

c. Landscaping: Together with the perpetual right and easement, over Easement 6A, to fill, grade, landscape, seed, plant grass, trees and shrubs, to mow, cut and trim the same and to remove and replace the same.

d. Related Rights: Together with the perpetual right and easement in connection with or in exercising any of the above described rights to enter such areas and to work, fill, excavate, tunnel, trench and/or landfill with such areas, and to trim, clear, cut down and remove trees, timber and bushes to such extent as is reasonably necessary or appropriate for any of the above described purposes.

The McAuley Place Condominium Association, as a Common Element expense of the Unit Owners, the owner of Lot 1, and the owner of Lot 4 shall each pay 1/3rd of all costs of maintenance and repair of such Easement #6A area.

6. Easement #7: The perpetual right and easement to use the area shown as Easement 7 located on Lot 4 as shown on the Subdivision Plan, for the benefit of the Land submitted to this Declaration, in common with Lots 1, 3, and 4, is hereby granted and reserved, for the following described purposes:

a. Drainage: Together with the perpetual right and easement, over Easement 7, to enter such areas and to install, construct, lay, relay, maintain, inspect, repair, rebuild, replace and remove drainage lines, pipes, swales, conduits, manholes, mains and other equipment and facilities for drainage purposes together with all necessary fixtures and appurtenances, and to make connection therewith to Lots 1, 3 and 5, and to flow and direct water into such areas, together with the perpetual right and easement in connection with or in exercising any of the above described rights to enter such areas and to work, fill, excavate, tunnel, trench and/or landfill with such areas, and to trim, clear, cut down and remove trees, timber and bushes to such extent as is reasonably necessary or appropriate for any of the above described purposes.

The McAuley Place Condominium Association, as a Common Expense of the Unit Owners, shall pay all costs of maintenance and repair of such Easement #7 area.

Notwithstanding the foregoing, the owner of Lot 4, its successors and assigns, shall have the right to relocate at its expense, all drainage facilities located in the Easement 7 area to another location, either on Lot 4 or elsewhere, provided that the same are replaced with comparable drainage facilities for the benefit of Lots 1, 3 and 5.

Easement #8: Declarant, its successors and assigns, except and reserve, for the benefit of Lots 1, 3 and 4, the perpetual right and easement to create physical connections between the Motherhouse located on the land submitted to this Declaration and buildings to be constructed on Lot 1, 3 and/or 4. Declarant, its successors and assigns, shall pay all costs of construction and maintenance of any such physical connections.

The premises described above as Lot 5 are subject to:

1. Rights and easements reserved and set forth in the deed from James P. Baxter to the Roman Catholic Bishop of Portland, dated March 10, 1908 and recorded in the Cumberland County Registry of Deeds, Book 821, Page 59.

2. Declarant, its successors and assigns, except and reserve, for the benefit of Declarant in gross and for the benefit of Lots #1, 3 and 4 shown on the Subdivision Plan, a non-exclusive easement, in common with the Unit owners and others, to access and use the chapel located in the Motherhouse

building located on Lot #5; the Association shall establish procedures for the scheduling of events in the chapel and for communication to all unit owners and to Declarant, its successors and assigns, when events are scheduled that will affect use of such chapel in order to avoid having multiple events scheduled for the same time that would impact use of such chapel. The Association may also establish reasonable times when the chapel is available for events and reasonable rules for use of and access to the chapel.

3. Rights and easements excepted and reserved by St. Joseph's Hospital and Convent in its deed to _____, dated _____ and recorded in the Cumberland County Registry of Deeds, Book __, Page ____.

SCHEDULE B
MCAULEY PLACE CONDOMINIUM DECLARATION OF CONDOMINIUM

The unit numbers, fraction of ownership of Common Elements, fraction assessment of Common Element expense, and number of votes in the McAuley Place Condominium Association are as follows:

<u>Unit Number</u>	<u>Votes</u>	<u>Fraction or percentage of ownership of common elements and fraction assessment of Common Element expense</u>
1	1	%
2	1	%

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 the number of interior square feet of each Unit located within a Building measured at the boundaries with the Common Element as shown on the Plans, and the denominator is the total such square footage of all the Units subject to rounding in order to permit ease of administration, provided however that the percentage stated in Schedule B (as it may be amended) shall control in any event. Such square footage measurements may differ from leasing square footage calculations. If any additional Unit or Units are added to the Condominium, each Unit will have one vote and the fraction or percentage of ownership of common elements and fraction assessment of Common Element expense of each Unit will be revised in accordance with the formula set forth in this paragraph.

SCHEDULE C
MCAULEY PLACE CONDOMINIUM DECLARATION OF CONDOMINIUM

BYLAWS OF MCAULEY PLACE CONDOMINIUM ASSOCIATION

ARTICLE I: Name, Location, and Fiscal Year

Section 1. Name. The name of the corporation is McAuley Place Condominium Association (the "Corporation").

Section 2. Location. The principal office of the Corporation shall be located at 605 Stevens Avenue, Portland, Maine.

Section 3. Fiscal Year. The fiscal year of the Corporation shall, unless otherwise decided by the Board of Directors, ends December 31.

ARTICLE II: Purposes

Section 1. Purposes. The purposes of said Corporation are to act on behalf of its members collectively as their governing body with respect to the administration, maintenance, repair and replacement of certain property which will be submitted to the provisions of Maine Condominium Act, Title 33, Chapter 31, Section 1601-101 *et seq.* and to be known as McAuley Place Condominium Association and as such to own and acquire any real estate or interest or rights therein or appurtenances thereto and any and all personal property in connection therewith as may be incidental or necessary to such purpose.

ARTICLE III: Members

Section 1. Membership. The owner or owners of record from time to time of each unit of the Condominium, shall constitute one member of the Corporation, and each such member shall have the fraction of common interest, common expenses liabilities and voting rights in the Corporation that are set forth in the Declaration of McAuley Place Condominium, recorded in the Cumberland County Registry of Deeds, as it may be amended from time to time.

Section 2. Termination of Membership. The membership of each unit owner shall terminate when he ceases to be a unit owner, and upon the sale, transfer or other disposition of his ownership interest in the property his membership in the Corporation shall automatically be transferred to the new unit owner succeeding to such ownership interest.

Section 3. Meetings and Notice. Meetings of members shall be held at the Condominium in Portland, Maine. An annual meeting of the members shall be held on the first Tuesday in October in each year, commencing with October 1, 20__ at 7 p.m. Special meetings of the members may be called by the President, the Board of Directors or upon a petition signed by fifty (50) percent of the members. Written notice of any meeting shall be given to each member by the Secretary not less than ten (10) days nor more than thirty (30) days before the meeting by mailing it postage prepaid to the member's mailing address or to any other mailing address designated in writing by the member. The notice shall specify the time and place of the meeting and the items on the agenda.

Section 4. Quorum. A quorum for any meeting shall be constituted by persons entitled to cast 50 percent of the votes for election of the executive board, attending in person or represented by proxy.

ARTICLE IV: The Board of Directors

Section 1. Composition. The Board of Directors shall consist of four members. Two Directors shall be elected by the owner of Unit 1; and two Directors shall be elected by the owner of Unit 2.

Section 2. Election and Term. The directors, except as provided in Article III, Section 5 and Sections 7 and 8 of this Article, shall be elected at the annual meeting from among the members or spouses of members. The directors shall hold office until their successors have been elected.

Section 3. Powers. The business of the Corporation shall be managed by the Board of Directors which shall have and may exercise all the powers of the Corporation, except those powers reserved to the members by the Act or by these Bylaws. The Board shall have the power to engage a managing agent for the property and to fix the term, compensation and authority of the manager or managing agent which, initially, shall be the Declarant.

Section 4. Meetings of Directors. Meetings of the Board of Directors may be held at any time and place upon call by the President or by a majority of the Directors, reasonable notice thereof being given to each Director. Notice that a meeting has been called may be given by the President, Secretary or Assistant Secretary, if one is appointed, or by one of the Directors. Notice of any meeting of the Board of Directors may be waived in writing signed by the person or persons entitled to such notice, whether before or after the time of such meeting, and shall be equivalent to the giving of such notice. Attendance of a Director at such meeting shall constitute a waiver of notice thereof, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because such meeting is not lawfully convened. Neither the business to be transacted at, nor the purpose of, any meeting of the

Board of Directors need be specified in the notice, or waiver of notice, of such meeting.

Section 5. Quorum and Voting. A majority of the directors then in office shall constitute a quorum. A majority of less than a quorum may, from time to time postpone to a new time or place any meeting and the adjourned meeting may be held without further notice. If a quorum exists, a majority of the directors present may take any action, except the removal of a director for cause which shall require a majority vote of all directors then in office.

Section 6. Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if a written consent thereto is signed by all the directors. The Secretary shall file such written consent with the records of the meetings of the Board of Directors. Such consent shall be treated as a vote of the Board of Directors for all purposes.

Section 7. Vacancies. A vacancy in the Board of Directors shall be filled by the owner of the Unit that appointed the Director to hold office for the unexpired term of the director whose place is vacant and until his successor is elected.

Section 8. Removal. A director may be removed from office by a vote of all of the owner of the Unit or Units that elected such Director. A director may be removed for cause by a majority vote of all directors then in office.

Section 9. Compensation. Directors shall not receive compensation for their services except as provided by resolution of a majority of the members of the Corporation. Directors shall be reimbursed for any out-of-pocket expenses incurred which are reasonable and necessary in performing their duties on behalf of the Corporation.

Section 10. Delegation to Managing Agent. The Board of Directors may delegate to a managing agent all of the powers of the Board, except the responsibility of preparing the annual budget and any supplemental budgets and any powers requiring approval of any specified percentage of members.

ARTICLE V: Officers

Section 1. Designation and Qualification. The officers of the Corporation shall consist of a President, a Treasurer, a Secretary and such other officers as the Board of Directors may elect. The President and Treasurer shall be members, or spouses of members, or in the case of a unit owner which is a Corporation, partnership, trust or estate, a designated agent thereof. The Secretary need not be a member, but shall be a resident of Maine.

Section 2. Election and Term. All officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members and shall hold office until the first meeting of the Board of Directors following the next annual meeting of members and until their successors are elected.

Section 3. President. The President shall be a Director and shall be the chief executive officer of the Corporation. The President shall have general supervision and control of the business of the Corporation subject to the direction of the Board of Directors and shall also have such other powers and duties as the Board of Directors may decide. The President shall preside at all meetings of the members and at all meetings of the Board of Directors. If the President is absent from any meeting of the members or Board of Directors, the Treasurer shall preside at such meeting. The President shall prepare, execute, certify and record amendments to the Declaration on behalf of the Corporation.

Section 4. Treasurer. The Treasurer shall have, subject to the direction of the members or Board

of Directors, general charge of the financial affairs of the Corporation and shall keep full and accurate records thereof, which shall always be open to the inspection of any member or holder of a first mortgage on a unit. He shall render to the President and directors, at the regular meetings of the Board of Directors, or whenever they may require it, a statement of the accounts of his transactions as Treasurer and of the financial condition of the Corporation.

Section 5. Secretary. The Secretary shall record the proceedings of all meetings of the members and of the Board of Directors in books kept for that purpose. Record books of members' meetings shall be open at all reasonable times to the inspection of any member or holder of a first mortgage on a unit. The Secretary shall also keep the membership transfer books of the Corporation. He shall notify the members and the directors of all meetings in accordance with the Bylaws. If the Secretary is absent from any meeting of the members or the Board of Directors, a Temporary Secretary shall be chosen to exercise the duties of the Secretary at such meeting.

Section 6. Vacancies. A vacancy in any office may be filled by the Board of Directors by the election of a successor to hold office for the unexpired term of the officer whose place is vacant and until his successor is chosen and qualified.

Section 7. Removal. All officers may be removed from their respective offices by the Board of Directors.

Section 8. Resignation. Any officer may at any time resign his office by a resignation in writing delivered to the Corporation at its principal office or to the President or Secretary. Such resignation shall be effective upon receipt and acceptance thereof shall not be necessary to make it effective unless it so states.

Section 9. Compensation. The officers shall receive no compensation for their services unless expressly provided for in a resolution adopted by the majority of the members of the Corporation. The officers shall be reimbursed for out-of-pocket expenses incurred which are reasonable and necessary in performing their duties on behalf of the Corporation.

ARTICLE VI: Assessments

Section 1. Budget. The Board of Directors shall cause to be prepared an estimated annual budget for each fiscal year of the Corporation. Such budget shall take into account the estimated common expenses and cash requirements for the year, including salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, snow removal, trash pickup and other common expenses (as distinguished from individual mortgage payments, real estate taxes and individual telephone, electricity and other individual utility expenses billed or charged to the separate members on an individual or separate basis rather than a common basis). The Board shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common areas and limited common areas. The reserve fund shall be included in the budget and maintained out of regular assessments for common expenses. To the extent that the assessments and other cash income collected during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account in setting the budget and determining assessments for the current year so as to credit to such assessment any surplus from the preceding year or repay to said reserve fund any deficit from the preceding year.

Section 2. Payment. The estimated annual budget for each fiscal year shall be approved by the Board of Directors, and copies thereof shall be furnished to each member and eligible mortgage holder

within thirty (30) days of adoption, and in any event not later than 90 days after the beginning of such year. The Board shall set a date for a meeting of the members to consider ratification of the budget not less than fourteen (14) or more than thirty (30) days after mailing of the budget. Notice of said meeting shall accompany the budget. Unless at that meeting all members reject the budget, the budget is deemed ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the members shall be continued until such time as the members ratify a subsequent budget proposed by the Board of Directors. On or before the first day of the next quarter and of each succeeding month or quarter of the year covered by the annual budget, each member shall pay, as his respective monthly or quarterly assessment for the common expenses, one-twelfth (1/12) or one-fourth (1/4), as the case may be, of his proportionate share of the common expenses for such year as shown by the annual budget, all as determined by the Board of Directors. Such proportionate share for each member shall be in accordance with his respective ownership interest in the common areas and facilities. No member shall be relieved of his obligation to pay his assessments for common expenses by abandoning or not using his unit or the common areas and facilities.

Section 3. Statements. Within ninety (90) days after the end of each year covered by an annual budget, or as soon thereafter as shall be practicable, the Treasurer shall cause to be furnished to each member a statement for such year so ended, showing the receipts and expenditures and such other information as he may deem desirable.

Section 4. Separate Accounts. The Treasurer shall cause to be kept a separate account for each member showing the respective assessments charged to and paid by such member, and the status of his account from time to time.

Section 5. Additional Assessments. In the event that during the course of any year, it shall appear to the Treasurer that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board of Directors shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, and shall cause the same to be presented to the members for ratification in the same manner as the budget. Upon ratification of the supplemental budget, a supplemental assessment shall be made to each member for his proportionate share of such supplemental budget.

Section 6. Common Expenses. It shall be the duty of every member to pay his proportionate share of the common expenses, in the same ratio as his fraction of ownership in the common areas and facilities. If any member shall fail or refuse to make any such payment of the common expenses when due, the amount thereof together with interest at the rate established by the Corporation, costs and reasonable attorney's fees shall constitute a lien on such unit. The Corporation shall have the authority and responsibility to exercise and enforce any and all rights and remedies as provided for in Maine Revised Statutes, Title 33, Chapter 31, the Declaration and these Bylaws, or otherwise available at law or in equity for the collection of all unpaid assessments.

Section 7. Budget Expenses. The President and/or Treasurer, subject to Board direction, shall have the authority to enter into contracts on behalf of the Corporation for work and expenses provided in the budget and to make payment therefor from the funds of the Corporation.

Section 8. Expenses Assessed Subsequent to Conveyance of Unit. A member may not exempt himself from liability for his shares of common expenses subsequently to be assessed by a conveyance of his unit to the Corporation, except by approval of all of the other members and their first mortgagees.

Section 9. Availability of Documents. The Corporation is required to make available to unit

owners, lenders and the holders, insurers and guarantors of the first mortgage on any unit current copies of the Declaration, Bylaws and any other rules and regulations governing the condominium and other books, records and financial statements of the Corporation. In addition thereto, the Corporation shall also make available to prospective purchasers current copies of the Declaration, Bylaws, other rules governing the condominium, and the most recent annual audited financial statement, if such is prepared. The Corporation may impose a reasonable charge for copies.

ARTICLE VII: Amendments

Section 1. Amendment of By-Laws. These Bylaws may be amended or modified from time to time by action or approval of all of the members, except that no amendment may violate the provisions of Maine Revised Statutes, Title 33, Chapter 31.

Section 2. Amendment of Declaration. The Declaration may be amended in accordance with the terms thereof. Except for amendments exercising Development Rights by Declarant, the President and/or Treasurer of the Corporation shall execute a certificate setting forth the text of the amendment, which certificate shall be attested by the Secretary and recorded in the Cumberland County Registry of Deeds.

Exhibit C
Condominium Floor Plans showing division between Unit 1 and Unit 2, Common Elements and Limited
Common Elements
And
Condominium Survey Plat

Exhibit D
Title Exceptions

1. Title to and rights of the public and others entitled thereto in and to those portions of the insured premises lying within the bounds of Stevens Avenue and Walton Street.
2. Any condition, covenant, easement, fact, reservation, restriction or right set forth in the attached Exhibit A and not otherwise expressly excepted herein.
3. Rights and easements reserved and set forth in the deed from James P. Baxter to the Roman Catholic Bishop of Portland, dated March 10, 1908 and recorded in the Cumberland County Registry of Deeds, Book 821, Page 59.
4. Rights and easements reserved in the deed from Daniel W. Fessenden et al. as Executors of the Estate of Francis O.J. Smith, dated October 25, 1882 and recorded in said Registry, Book 494, Page 178.
5. Rights and easements set forth in the deed recorded in said Registry, Book 486, Page 322.
6. Such state of facts as shown on the Plan of Property & Existing Conditions Catherine McAuley High School & St. Joseph's Convent prepared by Titcomb Associates, dated September 26, 2006.

Source Deeds
St. Joseph's Convent and Hospital

1. Administrator's Deed of Charles W. Goddard, et al. to Saint Joseph's Convent and Hospital by dated July 18, 1884 and recorded in the Cumberland County Registry of Deeds in Book 479, Page 327.
2. Deed of James Augustine Healy to St. Joseph's Convent and Hospital, dated April 29, 1882 and recorded in said Registry of Deeds in Book 486, Page 322.
3. Deed to St. Joseph's Convent and Hospital from Charles W. Goddard, et al., dated October 25, 1882 and recorded in said Registry of Deeds in Book 494, Page 178.
4. Deed to Saint Joseph's Convent and Hospital from Timothy P. Linnehan, dated April 12, 1883 and recorded in said Registry of Deeds in Book 496, Page 71.
5. Deed to St. Josephs Convent and Hospital from Manns Boyce, dated October 3, 1889 and recorded in said Registry of Deeds in Book 563, Page 275.
6. Deed to St. Joseph's Convent and Hospital from the Roman Catholic Bishop of Portland, dated January 6, 1898 and recorded in said Registry of Deeds in Book 698, Page 426.
7. Deed to St. Joseph's Convent and Hospital from the Roman Catholic Bishop of Portland, dated January 11, 1898 and recorded in said Registry of Deeds in Book 698, Page 427.
8. Deed to St. Joseph's Convent and Hospital from James P. Baxter, dated March 10, 1908 and recorded in said Registry of Deeds in Book 821, Page 57.
9. Deed to St. Joseph's Convent and Hospital from St. Elizabeth's Roman Catholic Asylum, dated August 20, 1941 and recorded in said Registry of Deeds in Book 1649, Page 160.
10. Deed to St. Joseph's Convent & Hospital from Roman Catholic Bishop of Portland, dated August 20, 1941 and recorded in said Registry of Deeds in Book 1652, Page 357.
11. Deed to St. Joseph's Convent and Hospital from Saint Joseph's Academy and College for Women, dated July 20, 1971 and recorded in said Registry of Deeds in Book 3181, Page 454 and re-recorded in Book 3205, Page 118.
12. Deed to Saint Joseph's Convent and Hospital from Joseph W. Finney, dated July 13, 1977 and recorded in said Registry of Deeds in Book 4067, Page 310.

State of Maine



Department of the Secretary of State

I, the Secretary of State of Maine, certify that according to the provisions of the Constitution and Laws of the State of Maine, the Department of the Secretary of State is the legal custodian of the Great Seal of the State of Maine which is hereunto affixed and of the reports of formation, amendment and cancellation of certificates of limited partnership and annual reports filed by the same.

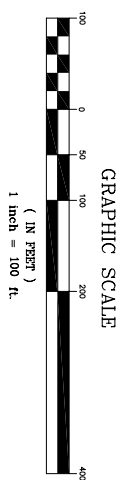
I further certify that MOTHERHOUSE ASSOCIATES LP is a duly formed limited partnership under the laws of the State of Maine and that the date of formation is September 17, 2014.

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

In testimony whereof, I have caused the Great Seal of the State of Maine to be hereunto affixed. Given under my hand at Augusta, Maine, this ninth day of June 2015.

A handwritten signature in black ink, appearing to read "Matthew Dunlap", written over a horizontal line.

Matthew Dunlap
Secretary of State



AERIAL PHOTO

McAULEY PLACE AT BAXTER WOODS
RETIREMENT COMMUNITY

SISTERS OF MERCY-ST. JOSEPHS CONVENT & HOSPITAL
STEVENS AVENUE, PORTLAND, MAINE



BELANGER ENGINEERING
CIVIL ENGINEERING
SITE PLANNING & DESIGN
STORMWATER ANALYSIS
EROSION CONTROL

63 Second Avenue, Augusta, Maine 04330
Ph 207-622-1462, Cell 207-242-5713 Email: belanger@roadrunner.com

CHRISTOPHER
S.
BELANGER
9098
STATE OF MAINE
PROFESSIONAL
ENGINEER
LICENSED

Christopher S. Belanger

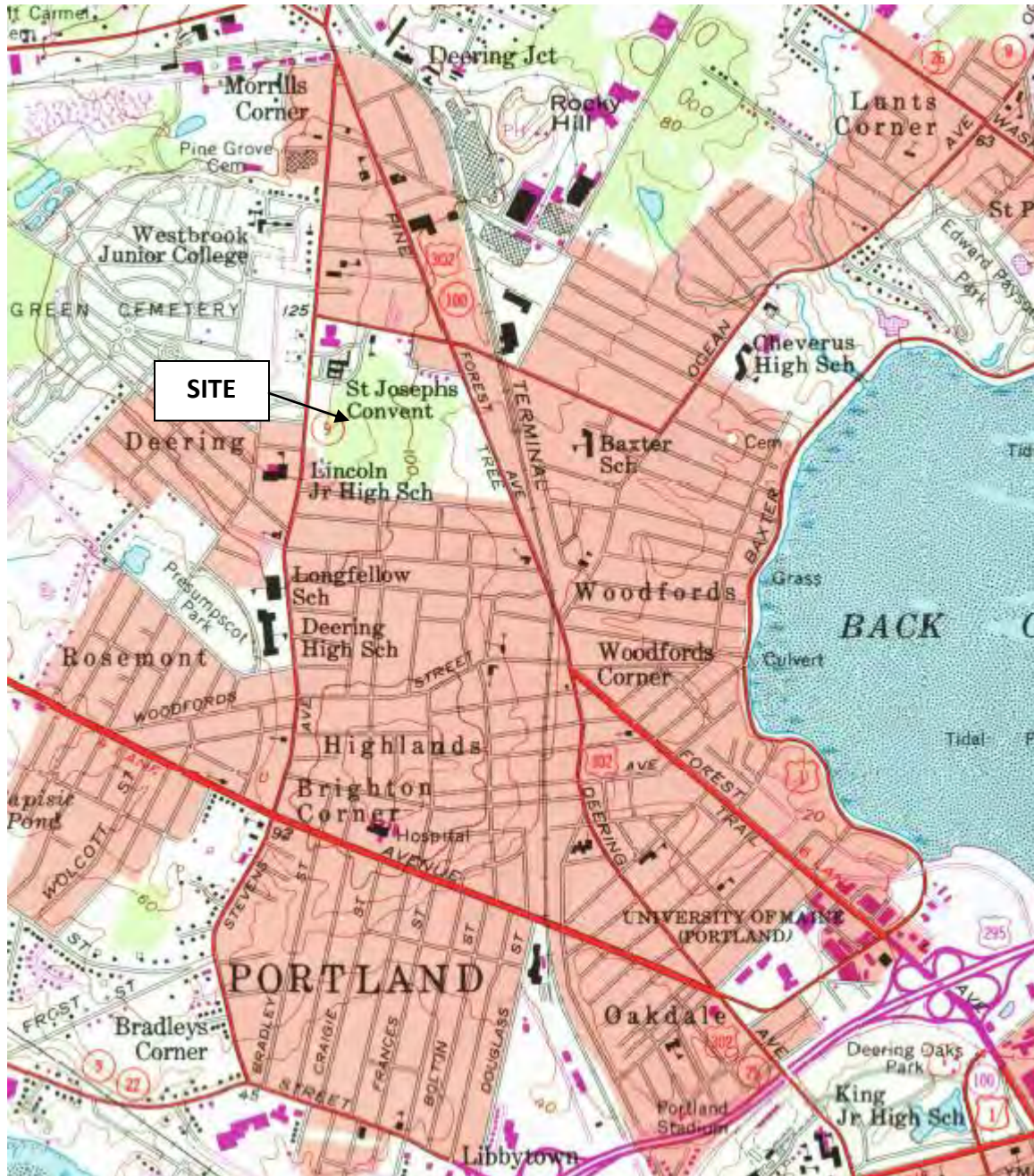
Chapter 5 Balance

FIELD WK:	SCALE: 1"=50'	SHEET:
DRN BY: CSB	JOB #: 061	3
CHD BY:	SS:	
DATE: 7-8-2010	FILE:	

Exhibit 3

USGS Quad Locus

REFERENCE : USGS Portland West Quad., 7.5 Minute Series, 1978



PREPARED FOR:

605 STEVENS AVE. PROJECT

MOTHERHOUSE ASSOC. LP

100 COMMERCIAL STREET

SUITE 414

PORTLAND, ME 04104

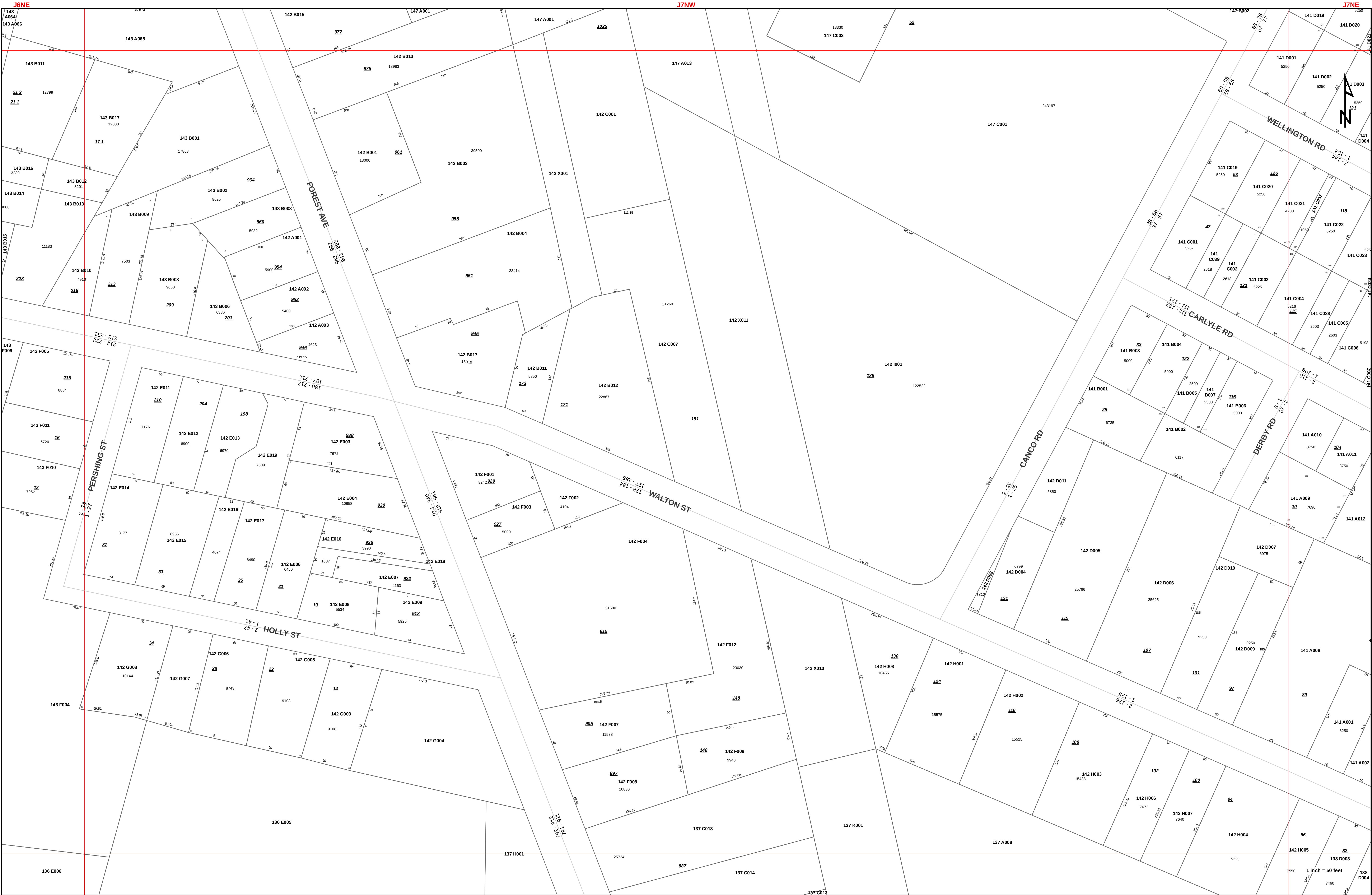
DATE: 06/2015 SCALE: 1"=1000' JOB NO: 14.067

TITLE:

**EXHIBIT 3
USGS LOCUS MAP**

Exhibit 4

Assessors Maps



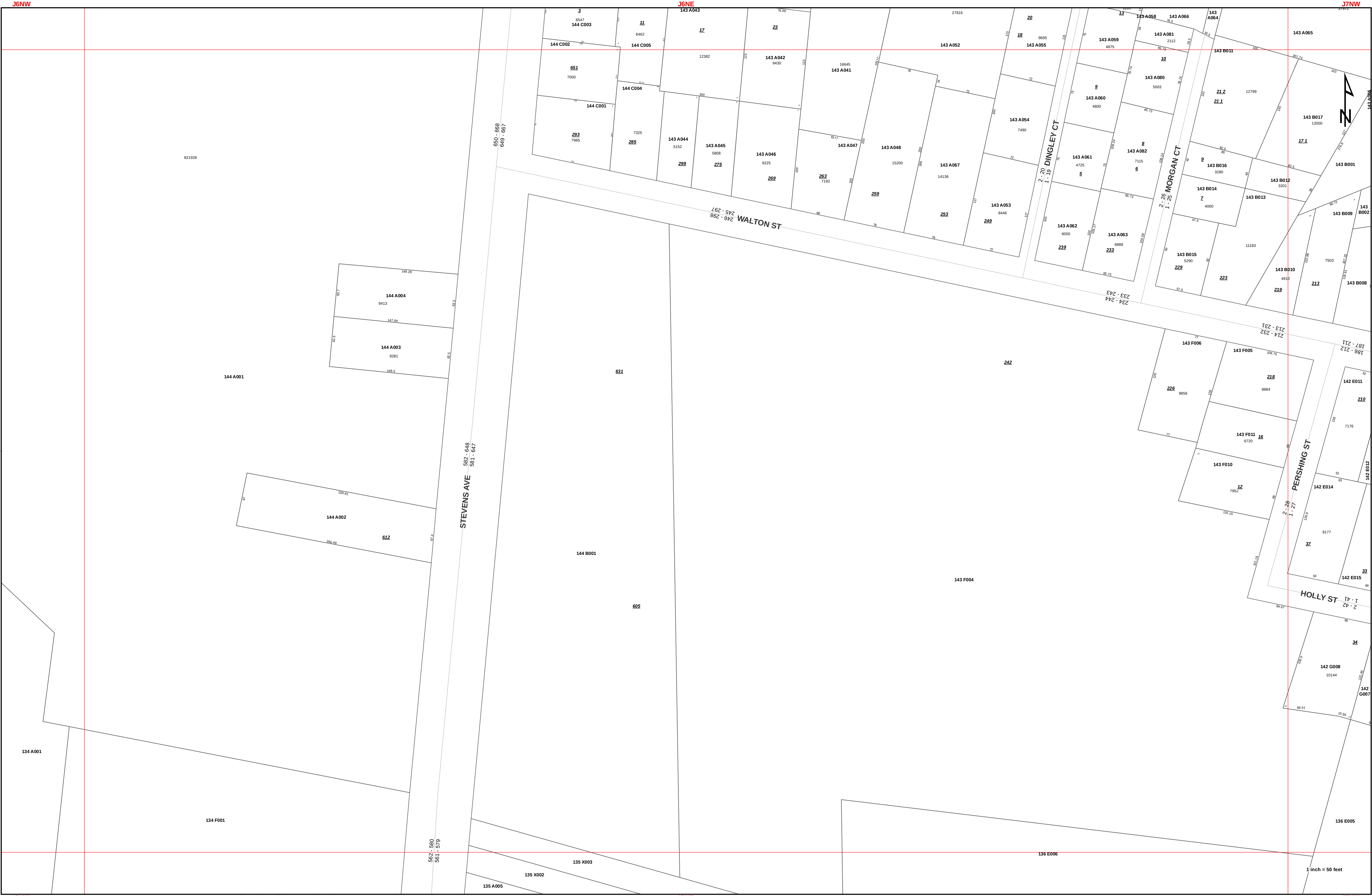






Exhibit 5

Compliance With Zoning

Following are the site data standards demonstrating compliance with applicable standards for the Motherhouse Lot 3. Refer to the Site Plan and Overall Subdivision Plan for zoning and zone line locations as proposed.

SITE DATA TABLE			
STANDARD	REQUIRED		PROVIDED
	R5	R5A	
MIN. LOT AREA	9000 SF	2 AC	4.35 AC
MIN. FRONTAGE (FT)	50	50	380.2
MIN. YD. DIMENSIONS (FT.)			
A. FRONT YD.	20	25	130.4
B. REAR YD.	20	25	80
C. SIDE YD.	14	16	36.4
MAX. LOT COVERAGE	40%	30%	30,677 SF (16.0%)
MIN. LOT WIDTH (FT.)	90	60	304
MAX. STRUCTURE HEIGHT (FT.)	35	55	58 (EXISTING)
MIN. OPEN SPACE (SF/DU)	300 (PRUD) (2.)	200	373
(SF)		17,600	32,863

NOTES:

1. R5 LOT AREA/DU = 4500 SF WITH 250 FT. FRONTAGE & 6000 SF. WITH <250 FT. FRONTAGE
2. NO OPEN SPACE REQUIREMENT R5 FOR NON-PRUD MULTIPLEX.

Exhibit 6

Easements and ROW's



Motherhouse Senior Housing
Subdivision and LIII Site Plan Application
June, 2015

EXHIBIT 6

EASEMENTS AND RIGHTS OF WAYS

Existing Easements:

The existing site contains a 33-foot right of way easement along the southern property line deeded in 1908 by James Baxter as part of a 66 foot wide paper street. The applicants will preserve that right of way as a natural buffer subject to any rights or interests the City may have in the right of way. Alternatively the applicant may approach corporation counsel to discuss the opportunity to extinguish that entire right of way.

The site is subject to an overhead utility line easement to service the Motherhouse.

Proposed Easements:

As a 4-lot subdivision and master planned site, cross-easements are typically required for shared utilities, access, stormwater management, etc. Shared easements for sewer, water and stormdrainage are shown on the Preliminary Subdivision Plat, Sheet C2.

Additional easements may be require for parking and access as well and may be added to the plans.

The stormwater easement across Lot 4 will be conditioned to allow that stormdrain line to be moved upon development of Lot 4 Senior Housing.

Exhibit 7

Waiver Requests

Motherhouse Senior Housing
Subdivision and LIII Site Plan Application
June, 2015

EXHIBIT 7

WAIVERS

No waivers of Site Plan or Subdivision Standards are being requested at this time.

Exhibit 8

Financial and Technical Ability



Att. K

6/19/2015

130 Middle Street
Portland, Maine 04101
207.518.6300
1.800.966.9172
androscogginbank.com

City of Portland
389 Congress Street
Portland, ME 04101

RE: Motherhouse Associates LP

To Whom It May Concern:

On behalf of Androscoggin Bank, I am pleased to provide this letter of support for Kevin Bunker and John Wasileski for the Motherhouse project. Based on past projects with Kevin and John, we believe that the applicants have the ability to finance projected costs and develop a project of similar type and scale from a fiscal perspective.

Androscoggin Bank has worked with both Kevin and John in the past in various projects, and we believe that they possess the skills and expertise to complete the proposed project on time and within budget.

While this letter is not a commitment to lend, Androscoggin Bank would welcome the opportunity. Please feel free to call me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Paul Collins', with a stylized flourish at the end.

Paul Collins
Vice President
Androscoggin Bank

TRAFFIC IMPACT STUDY
Motherhouse Senior Housing
Portland, Maine

June 23, 2015

Prepared for:

Motherhouse Associates LP
100 Commercial Street
Suite 414
Portland, ME 04101



Diane W. Morabito

Prepared by:

**Maine
Traffic
Resources**

25 Vine Street Gardiner, ME 04345
(207) 582-5252 FAX (207) 582-1677
mainetrafficresources.com

Introduction

The purpose of this report is to summarize the traffic impacts of proposed senior residential apartments to be located in the Motherhouse on the McAuley site on Stevens Avenue in Portland, Maine. The existing Motherhouse building will be renovated to provide eighty-eight (88) senior dwelling-units. Access to Motherhouse Senior Housing will be provided by a full-movement drive to Walton Street and by a secondary entrance on Stevens Avenue and a secondary exit on Stevens Avenue, where exiting movements will be limited to right-turns only. The site location and surrounding area are shown on the map in Figure 1. The renovation project is expected to begin in early 2016. Occupation is expected to be completed sometime in fall of 2017.

Trip Generation

The number of trips which will be generated by the proposed senior apartments was estimated using the most recent Institute of Transportation Engineers (ITE) "Trip Generation, 9th Edition" report, published in 2012. Land Use Code 252 "Senior Adult Housing" Attached was used on the basis of 88 dwelling units. The results are summarized below:

<u>Time Period</u>	ITE Trip Generation <u>One-way Trip-Ends</u>
Weekday	302
AM Peak Hour " adjacent street	18
Entering Site	6
Exiting Site	12
AM Peak Hour " generator	34
Entering Site	16
Exiting Site	18
PM Peak Hour " adjacent street	22
Entering Site	12
Exiting Site	10
PM Peak Hour " generator	31
Entering Site	17
Exiting Site	14

As can be seen above, the senior apartments are expected to generate just 18 one-way trips during the weekday AM peak hour and 22 trips during the weekday PM peak hour of the adjacent street system. Given that trip generation will be well under 100 trips, a Traffic Movement Permit (TMP) will not be required from the Maine Department of Transportation (MaineDOT) for this first phase of the senior housing development.

The trip assignments were based upon the travel patterns observed during turning movement counts. These trip assignments are shown in Figure 2. Based upon the trip assignments, the study area for capacity purposes only extends through the site drive intersections. Generally, a project will not have any measurable/noticeable impact off-site on traffic operations unless it generates in excess of 25 trips in a lane per hour. Based upon the trip assignments, the Motherhouse apartments are expected to generate a maximum of six (6) lane hour trips. This minimal level of traffic should have no noticeable or measurable impact on traffic operations off-site. The study area was extended for safety analysis purposes as follows:

Stevens Avenue - from Hartley Street northerly to Waverly Street
Walton Street - from Stevens Avenue easterly to Pershing Street.

Capacity Analysis

Traffic operations are evaluated in terms of level of service (LOS). Level of service is a qualitative measure that describes operations by letter designation. The levels range from A - very little delay to F - extreme delays. Level of service "D" is generally considered acceptable in urban locations while LOS "E" is generally considered the capacity of a facility and the minimum tolerable level. The level of service for signalized intersections is based upon average control delay per vehicle, as defined in the following table excerpted from the 2000 "Highway Capacity Manual":

Signalized Intersection Level of Service	
<u>LOS</u>	<u>Control Delay per Vehicle</u>
A	<= 10.0 seconds
B	> 10.0 and <= 20.0
C	> 20.0 and <= 35.0
D	> 35.0 and <= 55.0
E	> 55.0 and <= 80.0
F	> 80.0

The level of service for unsignalized intersections is based upon average control delay per vehicle for each minor, opposed movement, as defined below:

Unsignalized Intersection Level of Service	
<u>LOS</u>	<u>Delay Range</u>
A	<= 10.0 seconds
B	> 10.0 and <= 15.0
C	> 15.0 and <= 25.0
D	> 25.0 and <= 35.0
E	> 35.0 and <= 50.0
F	> 50.0

Existing Traffic Volumes

Existing average annual daily traffic (AADT) data for the vicinity of the Motherhouse site was obtained from "Traffic Volume Counts, 2013, 2009 and 2006 Annual Reports", published by MaineDOT. This data is summarized below:

<u>Location</u>	Average Annual Daily Traffic				
	<u>2002</u>	<u>2005</u>	<u>2007</u>	<u>2010</u>	<u>2013</u>
Stevens Avenue, north of Walton Street	---	11,470	10,370	11,170	10,980
Stevens Avenue, south of Walton Avenue	12,650	12,950	11,030	12,510	11,680
Stevens Avenue, south of Forest Avenue	10,160	10,810	9,570	10,360	10,050
Walton Street, west of Forest Avenue	---	3,740	---	2,800	3,120

As can be seen above, traffic volumes have been declining on Stevens Avenue over the most recent short-term 2010 to 2013 period. They also declined over the longer term 2002 to 2013 period. The traffic count data for Walton Street shows a longer term decrease but a short-term increase from 2010 to 2013.

Existing Conditions Analysis

While this Motherhouse project, with its limited traffic volumes, is not expected to have any impact off-site on level of service or capacity it is important to note that there are no existing capacity concerns within the previously determined study area. Maine Traffic Resources recently conducted turning movement/vehicle classification counts at three signalized area intersections, requested by the City of Portland, during the AM (7:00 ï 9:00) and PM (3:00 ï 6:00) peak hour periods. Those counts were conducted during the last week of April 2015, which was UNE's last full week of regular classes and when both McAuley High School and Portland City Schools were back from April break. These are expected to be peak volumes for the study area given all of the schools in the immediate area.

Synchro 7 was used to analyze the intersections under existing 2015 conditions to determine existing operations. The results were previously submitted to the City of Portland in a Summary Memorandum prepared by Maine Traffic Resources and dated May 4th, 2015, along with the traffic count records and the Synchro analysis runs. The results for the intersection of Stevens Avenue and Walton Street, given its proximity to the Motherhouse, are repeated in the following table with the LOS followed by the associated delay in seconds:

Intersection of Stevens Avenue and Walton Street		
Existing Peak Hour Levels of Service		
<u>Approach/Movement</u>	<u>2015 AM</u>	<u>2015 PM</u>
Westbound Walton Street	B (17.0)	B (17.6)
Northbound Stevens Avenue Rights	A (7.1)	A (7.2)
Northbound Stevens Avenue Throughs	B (15.9)	B (12.1)
Northbound Stevens Avenue Overall	B (10.8)	B (11.2)

<u>Approach/Movement</u>	<u>2015 AM</u>	<u>2015 PM</u>
Southbound Stevens Avenue Lefts	A (4.6)	A (4.8)
Southbound Stevens Avenue Throughs	A (5.2)	A (5.2)
Southbound Stevens Avenue Overall	A (5.1)	A (5.1)
Overall Intersection	B (10.1)	A (9.3)

As can be seen above, the Walton Street and Stevens Avenue intersection operates at LOS "B" overall in the AM peak hour and at LOS "A" overall in the PM peak hour with all movements at LOS "B" or better. Based upon this level of service, there is plenty of capacity at this intersection to accommodate the senior apartments in the Motherhouse. No capacity concerns or constraints were identified by either the analysis or observed in the field during the turning movement counts.

Accident Review

In addition to trip generation analysis, Maine Traffic Resources has also looked at accident data for the vicinity of Motherhouse Senior Housing. The Maine Department of Transportation uses two criteria to determine high crash locations (HCLs). The first is the critical rate factor (CRF), which is a measure of the accident rate. A CRF greater than one indicates a location which has a higher than expected accident rate. The expected rate is calculated as a statewide average of similar facilities.

The second criterion, which must also be met, is based upon the number of accidents that occur at a particular location. Eight or more accidents must occur over the three-year study period for the location to be considered a high crash location. The accident data is included in the appendix of this report. The CRF and number of accidents are summarized by location for the most recent three-year period, 2012 to 2014, below:

<u>Stevens Avenue Location Description</u>	<u># of Acc.</u>	<u>CRF</u>
Between Hartley Street and Percival Street	2	0.57
Intersection of Crosby Street	2	0.41
Between Crosby Street and New Street	2	0.56
Intersection of New Street	1	0.22
Between New Street and Walton Street	4	0.38
Intersection of Walton Street	4	0.24
Intersection of St Joseph Street	3	0.65
Between St Joseph Street and Elmwood	7	1.44
Intersection of Elmwood	1	0.22
Between Elmwood and Waverly Street	1	0.26
Intersection of Waverly Street	6	1.32
<u>Walton Street Location Description</u>	<u># of Acc.</u>	<u>CRF</u>
Between Stevens Avenue and Pershing Street	0	0

As can be seen in the preceding accident table, there are no high crash locations within the vicinity of the proposed Motherhouse Senior Housing. As a result, no further accident review or evaluation should be necessary.

Sight Distance

Typically, sight distances are one of the most important safety aspects to consider in a traffic impact study, particularly for low volume generators, such as these senior apartments. Maine Traffic Resources recommends a minimum of 250' of intersection sight distance for the posted 25 mph speed limit on Walton Street. The speed limit is posted at 30 mph on Stevens Avenue in the vicinity of the site so a greater 300' distance is recommended. The sight distances from the proposed exit drives were estimated in the field and are summarized as follows:

<u>Intersection</u>	<u>Required</u>	Available Sight Distance		<u>Adequate</u>
		<u>To Left</u>	<u>To Right</u>	
Walton Street Site Drive	250'	>350'	>350'	Yes
Stevens Avenue Exit Drive	300'	>400'	400'*	Yes*

* see discussion below

As can be seen above, the available sight distances exceed the recommended minimums. However, it is noted that sight distance to the right from the Stevens Avenue exit, although adequate at the time of the field visit, has the potential to be blocked if a car parks just to the right of the exit. This parking area, from the exit drive to about twenty-five feet north, should be eliminated to allow for proper sight distances at all times.

It is also important that these intersection sight distances be maintained into the future. No plantings or signage should be located in the sight triangles that could obscure sight distances from the access drives in the future.

SUMMARY

The proposed senior apartments to be located within the renovated Motherhouse are expected to generate just 18 one-way trips during the weekday AM peak hour and 22 trips during the weekday PM peak hour. This limited level of traffic generally does not have any significant impact on off-site traffic operations. Given that trip generation will be well under 100, a Traffic Movement Permit will not be required for this first phase of the senior housing development.

While the project will not have any impact off-site on capacity, it is important to note that previous existing conditions analysis by Maine Traffic Resources did not identify any capacity concerns at the nearby intersection of Stevens Avenue and Walton Street.

In terms of safety, there are no high crash locations within the vicinity of the proposed Motherhouse Senior Housing. Sight distances from the access drive intersections on Stevens Avenue and Walton Street will be more than adequate, exceeding the recommended minimums, with the recommended removal of a parking space on Stevens Avenue to the north of the exit drive.



Figure 1

Site Location Map
Motherhouse Apartments
Portland, Maine

25 Vine Street
 Gardiner, ME
 04345
 tel: (207) 582-5252
 fax: (207) 582-1677

**Maine
 Traffic
 Resources**



(XX) = AM Trips
6 Entering
12 Exiting
XX = PM Trips
12 Entering
10 Exiting

Figure 2

Peak Hour Trip Generations
Motherhouse Apartments
Portland, Maine

**Maine
Traffic
Resources**

25 Vine Street
Gardiner, ME
04345
tel: (207) 582-5252
fax: (207) 582-1677

APPENDIX

Accident Data

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

Stevens Ave area

REPORT PARAMETERS

Year 2012, Start Month 1 through Year 2014 End Month: 12

Route: 3200987

Start Node: 13185

Start Offset: 0

☐ Exclude First Node

End Node: 13189

End Offset: 0

☐ Exclude Last Node

Route: 0560678

Start Node: 13190

Start Offset: 0

☒ Exclude First Node

End Node: 13196

End Offset: 0

☐ Exclude Last Node

Crash Summary I

Nodes														
Node	Route - MP	Node Description	U/R	Total Crashes	K	Injury A	Crashes B	Crashes C	PD	Percent Injury	Annual M Ent-Veh	Crash Rate	Critical Rate	CRF
13185	3200987 - 0.41	Int of HARTLEY ST STEVENS AV	2	0	0	0	0	0	0	0.0	4.229	0.00	0.37	0.00
												Statewide Crash Rate:	0.14	
13183	3200987 - 0.46	Int of PERCIVAL ST STEVENS AV	2	0	0	0	0	0	0	0.0	4.218	0.00	0.37	0.00
												Statewide Crash Rate:	0.14	
13182	3200987 - 0.49	Int of CROSBY ST STEVENS AV	2	2	0	0	2	0	0	100.0	4.335	0.15	0.37	0.00
												Statewide Crash Rate:	0.14	
13181	3200987 - 0.54	Int of NEW ST, STEVENS AV	2	1	0	0	0	0	1	0.0	4.433	0.08	0.37	0.00
												Statewide Crash Rate:	0.14	
13190	3200987 - 0.75	Int of STEVENS AV, WALTON ST	9	4	0	0	0	0	4	0.0	4.754	0.28	1.18	0.00
												Statewide Crash Rate:	0.66	
10883	3200987 - 0.87	Int of DINGLEY CT, WALTON ST	2	0	0	0	0	0	0	0.0	1.115	0.00	0.52	0.00
												Statewide Crash Rate:	0.14	
12106	3200987 - 0.90	Int of MORGAN CT, WALTON ST	2	0	0	0	0	0	0	0.0	1.182	0.00	0.51	0.00
												Statewide Crash Rate:	0.14	
13189	3200987 - 0.95	Int of PERSHING ST, WALTON ST	2	0	0	0	0	0	0	0.0	1.217	0.00	0.51	0.00
												Statewide Crash Rate:	0.14	
13192	0560678 - 0.05	Int of ST JOSEPH ST, STEVENS AV	2	3	0	0	0	0	3	0.0	4.094	0.24	0.37	0.00
												Statewide Crash Rate:	0.14	
13194	0560678 - 0.13	Int of ELMWOOD STEVENS AV	2	1	0	0	0	1	0	100.0	4.103	0.08	0.37	0.00
												Statewide Crash Rate:	0.14	
P13196	0560678 - 0.19	Int of STEVENS AV WAVERLY ST	2	6	0	0	0	1	5	16.7	4.111	0.49	0.37	1.30
												Statewide Crash Rate:	0.14	
Study Years:	3.00	NODE TOTALS:		17	0	0	2	2	13	23.5	37.791	0.15	0.31	0.48

Crash Summary I

Sections																		
Start Node	End Node	Element	Offset Begin - End	Route - MP	Section Length	U/R	Total Crashes	K	Injury A	Crashes B	Crashes C	PD	Percent Injury	Annual HMVM	Crash Rate	Critical Rate	CRF	
13183	13185	3119201	0 - 0.05	3200987 - 0.41	0.05	2	2	0	0	1	0	1	50.0	0.00209	318.65	559.27	0.00	
Int of PERCIVAL ST STEVENS AV				RD INV 3200987											Statewide Crash Rate: 190.34			
13182	13183	3130460	0 - 0.03	3200987 - 0.46	0.03	2	0	0	0	0	0	0	0.0	0.00127	0.00	634.99	0.00	
Int of CROSBY ST STEVENS AV				RD INV 3200987											Statewide Crash Rate: 190.34			
13181	13182	3123618	0 - 0.05	3200987 - 0.49	0.05	2	2	0	0	0	0	2	0.0	0.00214	311.05	555.79	0.00	
Int of NEW ST, STEVENS AV				RD INV 3200987											Statewide Crash Rate: 190.34			
13181	13190	187848	0 - 0.21	3200987 - 0.54	0.21	2	4	0	0	0	3	1	75.0	0.00914	145.87	386.72	0.00	
Int of NEW ST, STEVENS AV				RD INV 3200987											Statewide Crash Rate: 190.34			
10883	13190	184603	0 - 0.12	3200987 - 0.75	0.12	2	0	0	0	0	0	0	0.0	0.00128	0.00	1019.38	0.00	
Int of DINGLEY CT, WALTON ST				RD INV 3200987											Statewide Crash Rate: 359.96			
10883	12106	184602	0 - 0.03	3200987 - 0.87	0.03	2	0	0	0	0	0	0	0.0	0.00034	0.00	1401.47	0.00	
Int of DINGLEY CT, WALTON ST				RD INV 3200987											Statewide Crash Rate: 359.96			
12106	13189	186354	0 - 0.05	3200987 - 0.90	0.05	2	0	0	0	0	0	0	0.0	0.00060	0.00	1235.20	0.00	
Int of MORGAN CT, WALTON ST				RD INV 3200987											Statewide Crash Rate: 359.96			
13190	13192	187859	0 - 0.05	0560678 - 0	0.05	2	0	0	0	0	0	0	0.0	0.00205	0.00	562.51	0.00	
Int of STEVENS AV, WALTON ST				RD INV 05 60678											Statewide Crash Rate: 190.34			
13192	13194	3118519	0 - 0.08	0560678 - 0.05	0.08	2	7	0	0	0	3	4	42.9	0.00326	716.67	498.75	1.44	
Int of ST JOSEPH ST, STEVENS AV				RD INV 05 60678											Statewide Crash Rate: 190.34			
13194	13196	3118901	0 - 0.06	0560678 - 0.13	0.06	2	1	0	0	0	1	0	100.0	0.00242	137.76	538.59	0.00	
Int of ELMWOOD STEVENS AV				RD INV 05 60678											Statewide Crash Rate: 190.34			
Study Years: 3.00				Section Totals:			0.73	16	0	0	1	7	8	50.0	0.02458	216.99	334.85	0.65
				Grand Totals:			0.73	33	0	0	3	9	21	36.4	0.02458	447.55	465.73	0.96

Crash Summary

Section Details

Start Node	End Node	Element	Offset Begin - End	Route - MP	Total Crashes	K	Injury Crashes				Crash Report	Crash Date	Crash Mile Point	Injury Degree				
							A	B	C	PD								
13183	13185	3119201	0 - 0.05	3200987 - 0.41	2	0	0	1	0	1	2012-38969 2013-17683	09/19/2012 07/18/2013	0.43 0.43	B PD				
13182	13183	3130460	0 - 0.03	3200987 - 0.46	0	0	0	0	0	0	2014-14374 2013-11757	05/23/2014 05/15/2013	0.52 0.53	PD PD				
13181	13182	3123618	0 - 0.05	3200987 - 0.49	2	0	0	0	0	2								
13181	13190	187848	0 - 0.21	3200987 - 0.54	4	0	0	0	3	1	2014-20946 2013-27296 2014-26774 2013-6332	07/27/2014 11/02/2013 10/05/2014 03/07/2013	0.59 0.64 0.66 0.68	C C PD C				
10883	13190	184603	0 - 0.12	3200987 - 0.75	0	0	0	0	0	0	2013-15717 2012-37085 2013-12295 2012-39041 2012-38808 2013-9204 2012-26944	06/29/2013 08/30/2012 05/21/2013 09/20/2012 09/17/2012 04/11/2013 04/24/2012	0.06 0.07 0.07 0.08 0.09 0.09 0.11	C PD PD PD C C PD				
10883	12106	184602	0 - 0.03	3200987 - 0.87	0	0	0	0	0	0								
12106	13189	186354	0 - 0.05	3200987 - 0.90	0	0	0	0	0	0								
13190	13192	187859	0 - 0.05	0560678 - 0	0	0	0	0	0	0								
13192	13194	3118519	0 - 0.08	0560678 - 0.05	7	0	0	0	3	4								

Crash Summary II - Characteristics

Crashes by Day and Hour

Day Of Week	AM											Hour of Day											PM											Un	Tot
	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11											
SUNDAY	0	0	0	1	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	3								
MONDAY	0	0	0	0	0	0	0	1	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	3								
TUESDAY	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	2	0	0	0	0	0	0	0	0	0	3								
WEDNESDAY	0	0	0	0	0	0	0	3	0	0	0	1	1	0	0	1	1	0	0	0	0	0	0	0	0	0	7								
THURSDAY	0	0	0	0	0	0	0	0	1	1	0	1	1	0	1	0	0	1	0	0	0	0	0	0	1	0	7								
FRIDAY	0	0	0	0	0	0	0	1	2	1	0	0	1	0	1	1	0	1	0	0	0	0	0	0	0	0	8								
SATURDAY	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	2								
Totals	0	0	0	1	0	0	0	5	3	3	0	2	5	1	2	4	4	2	0	0	0	0	0	1	0	33									

Vehicle Counts by Type

Unit Type	Total	Unit Type	Total
1-Passenger Car	41	23-Bicyclist	0
2-(Sport) Utility Vehicle	16	24-Witness	5
3-Passenger Van	3	25-Other	0
4-Cargo Van (10K lbs or Less)	0	Total	72
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	1		
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	1		

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	18	13	1	0	0	0	32
Ran Off Roadway	3	0	0	0	0	0	3
Failed to Yield Right-of-Way	2	4	0	0	0	0	6
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	3	0	0	0	0	0	3
Wrong Way	0	0	0	0	0	0	0
Followed Too Closely	6	7	2	1	0	0	16
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	1	0	0	0	0	1
Over-Correcting/Over-Steering	0	0	0	0	0	0	0
Other Contributing Action	0	2	0	0	0	0	2
Unknown	0	0	0	0	0	0	0
Total	32	28	3	1	0	0	64

Crashes by Apparent Physical Condition And Driver

Apparent Physical Condition	Dr 1	Dr 2	Dr 3	Dr 4	Dr 5	Other	Total
Apparently Normal	29	28	3	1	0	1	62
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)	1	0	0	0	0	0	1
Asleep or Fatigued	1	0	0	0	0	0	1
Under the Influence of Medications/Drugs/Alcohol	0	0	0	0	0	0	0
Other	1	0	0	0	0	0	1
Total	32	28	3	1	0	1	65

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	14	0	0	0	0	14
20-24	11	0	0	0	0	11
25-29	6	0	0	0	0	6
30-39	7	0	0	0	0	7
40-49	9	0	0	0	0	9
50-59	10	0	0	0	0	10
60-69	5	0	0	0	0	5
70-79	3	0	0	0	0	3
80-Over	0	0	0	0	0	0
Unknown	1	0	0	1	0	2
Total	66	0	0	1	0	67

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	66
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	62		
14-Parked Motor Vehicle	1		
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	1		
36-Mailbox	0		
37-Other Post Pole or Support	0		

Traffic Control Devices		
Traffic Control Device	Total	
1-Traffic Signals (Stop & Go)	4	
2-Traffic Signals (Flashing)	1	
3-Advisory/Warning Sign	0	
4-Stop Signs - All Approaches	0	
5-Stop Signs - Other	5	
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	1	
11-R.R. Crossing Device	0	
12-No Passing Zone	1	
13-None	20	
14-Other	1	
Total	33	

Injury Data		
Severity Code	Injury Crashes	Number Of Injuries
K	0	0
A	0	0
B	3	3
C	9	12
PD	21	0
Total	33	15

Road Character	
Road Grade	Total
1-Level	29
2-On Grade	4
3-Top of Hill	0
4-Bottom of Hill	0
5-Other	0
Total	33

Light	
Light Condition	Total
1-Daylight	30
2-Dawn	0
3-Dusk	0
4-Dark - Lighted	3
5-Dark - Not Lighted	0
6-Dark - Unknown Lighting	0
7-Unknown	0
Total	33

Crash Summary II - Characteristics

Crashes by Year and Month

Month	2012	2013	2014	Total
JANUARY	0	0	1	1
FEBRUARY	0	0	0	0
MARCH	2	2	0	4
APRIL	1	1	1	3
MAY	0	3	2	5
JUNE	1	1	0	2
JULY	2	1	1	4
AUGUST	3	0	0	3
SEPTEMBER	3	0	0	3
OCTOBER	0	1	2	3
NOVEMBER	1	2	1	4
DECEMBER	0	1	0	1
Total	13	12	8	33

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	10	0	14	0	0	2	0	0	0	0	0	0	0	26
Head-on / Sideswipe	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Intersection Movement	0	0	2	0	0	1	0	0	0	0	0	0	0	3
Pedestrians	1	0	0	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	1	0	1	0	0	1	0	0	0	0	0	0	0	3
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	12	0	17	0	0	4	0	0	0	0	0	0	0	33

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	2	0	0	0	0	0	0	0	0	0	0	2
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	20	0	0	0	0	0	0	0	0	0	1	21
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	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	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
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	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	25	0	0	0	0	0	0	1	0	0	0	33

Exhibit 10

Soils

EXHIBIT 10**SOILS**

The applicant has retained Summit Geoengineering to perform a site geotechnical and soils evaluation. Onsite drilling was conducted in December, 2014 and 9 test borings logged. In general the subsurface site conditions consist of topsoil or pavement overlying fill and re-worked native soil overlying marine fan deposit overlying bedrock. Bedrock is relatively deep and varies over the site from a depth of 12.9 to 25.1 feet. Groundwater is also relatively deep being recorded in the marine fan layer from depths of 5.4 to 11.4 feet.

The soil conditions do not present any unusual design constraints for site development. Attached are copies of test boring logs and a site key map.



EXPLORATION COVER SHEET

The exploration logs are prepared by the geotechnical engineer from both field and laboratory data. Soil descriptions are based upon the Unified Soil Classification System (USCS) per ASTM D2487 and/or ASTM D2488 as applicable. Supplemental descriptive terms for estimated particle percentage, color, density, moisture condition, and bedrock may also be included to further describe conditions.

Drilling and Sampling Symbols:

SS = Split Spoon Sample
 UT = Thin Wall Shelby Tube
 SSA = Solid Stem Auger
 HSA = Hollow Stem Auger
 RW = Rotary Wash
 SV = Shear Vane
 PP = Pocket Penetrometer
 RC = Rock Core Sample

Hyd = Hydraulic Advancement of Drilling Rods
 Push = Direct Push of Drilling Rods
 WOH = Weight of Hammer
 WOR = Weight of Rod
 PI = Plasticity Index
 LL = Liquid Limit
 W = Natural Water Content
 USCS = Unified Soil Classification System

Water Level Measurements:

Water levels indicated on the boring logs are the levels measured in the boring at the times indicated. In pervious soils, the indicated elevations are considered reliable groundwater levels. In impervious soils, the accurate determination of groundwater elevations may not be possible, even after several days of observations. Groundwater monitoring wells may be required to record accurate depths and fluctuation.

Gradation Description and Terminology:

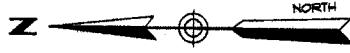
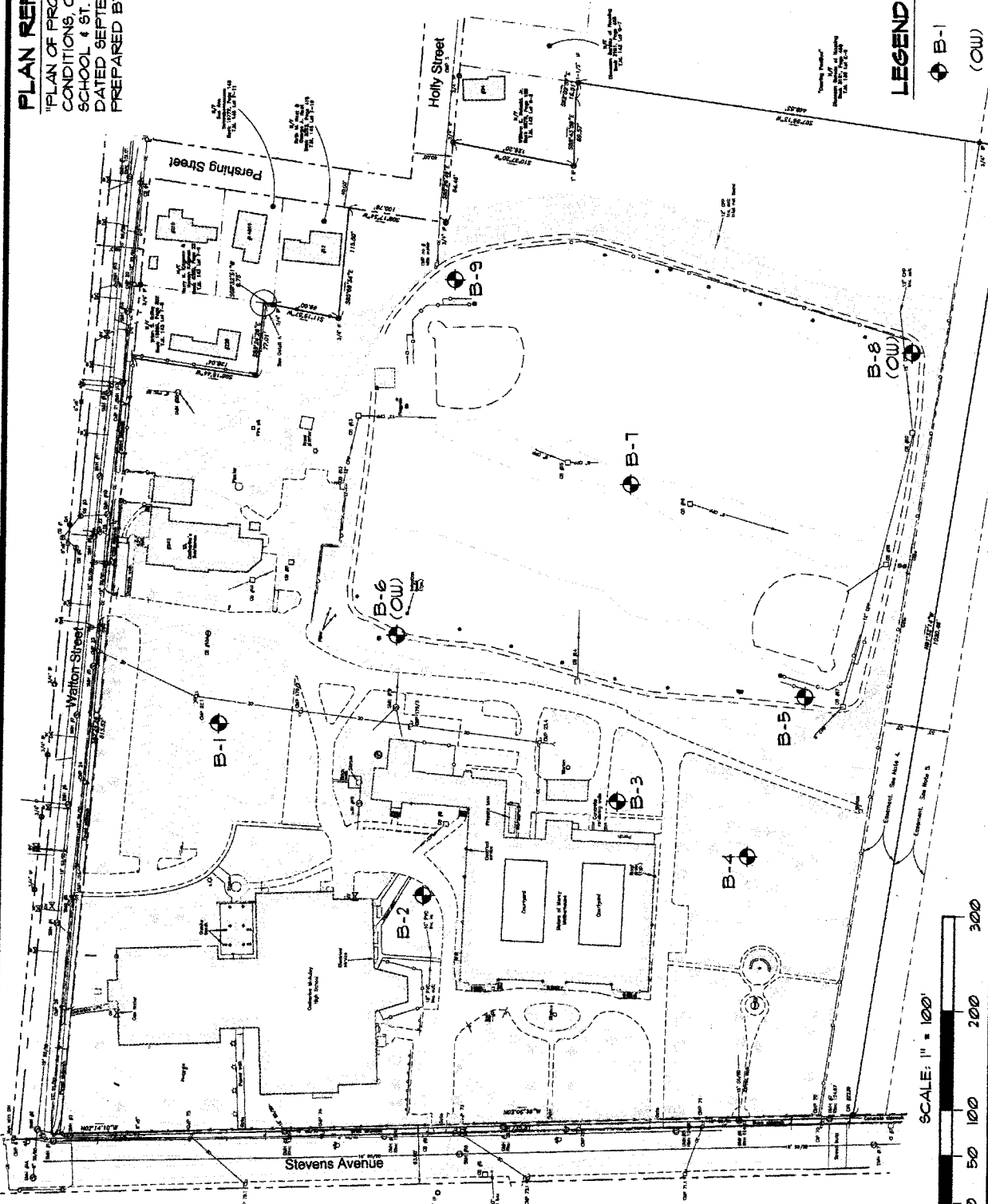
Boulders:	Over 12 inches	Trace:	Less than 5%
Cobbles:	12 inches to 3 inches	Little:	5% to 15%
Gravel:	3 inches to No.4 sieve	Some:	15% to 30%
Sand:	No.4 to No. 200 sieve	Silty, Sandy, etc.:	Greater than 30%
Silt:	No. 200 sieve to 0.005 mm		
Clay:	less than 0.005 mm		

Density of Granular Soils and Consistency of Cohesive Soils:

CONSISTENCY OF COHESIVE SOILS		DENSITY OF GRANULAR SOILS	
SPT N-value blows/ft	Consistency	SPT N-value blows/ft	Relative Density
0 to 2	Very Soft	0 to 4	Very Loose
2 to 4	Soft	5 to 10	Loose
5 to 8	Firm	11 to 30	Compact
9 to 15	Stiff	31 to 50	Dense
16 to 30	Very Stiff	>50	Very Dense
>30	Hard		

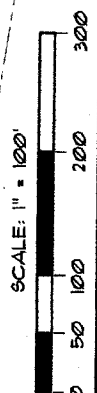
PLAN REFERENCE

"PLAN OF PROPERTY & EXISTING CONDITIONS, CATHERINE MCALEY HIGH SCHOOL & ST. JOSEPH'S CONVENT", DATED SEPTEMBER 26, 2006, PREPARED BY TITCOMB ASSOCIATES.



LEGEND

- B-1 (OW) 1" OBSERVATION WELL



PROJECT: MCALEY PLACE STEVENS AVENUE - PORTLAND, MAINE		CLIENT: SEACOAST MANAGEMENT CO.	
TITLE: TEST BORING LOCATION PLAN		DATE: JANUARY 9, 2015 APPROVED BY: WAP	
SCALE: 1" = 100' DRAWN BY: KRF		FIGURE: PROJ. 14238	

SUMMIT
 GEOENGINEERING SERVICES
 173 PLEASANT STREET
 ROCKLAND, ME 04841
 TEL: (207) 516-3315
 TEL: (207) 516-7161

APPENDIX B

BORING LOGS



SOIL BORING LOG

Boring #: **B-1**
 Project #: 14238
 Sheet: 1 of 1
 Chkd by: WMP

Drilling Co: Summit Geoengineering Services
 Driller: Craig Coolidge, P.E.
 Summit Staff: Bill Peterlein, P.E., Erika Hawksley, E.I.

Boring Elevation: 119 feet
 Reference: Estimated from Existing Conditions Plan provided by Titcomb Associates
 Date started: 12/29/2014 Date Completed: 12/29/2014

DRILLING METHOD
 Vehicle: Power Probe
 Model: AMS 9500
 Method: 2-1/4" HSA
 Hammer Style: Auto

SAMPLER
 Length: 24" SS
 Diameter: 2"OD/1.5"ID
 Hammer: 140 lb
 Method: ASTM D1586

ESTIMATED GROUND WATER DEPTH

Date	Depth	Elevation	Reference
12/29/2014	5.9 ft	113.1 ft	Measured in augers

Depth (ft.)						SAMPLE DESCRIPTION	Geological/ Test Data	Geological Stratum
	No.	Pen/Rec (in)	Depth (ft)	blows/6"	N ₆₀			
1	S-1	24/18	0 - 2	8		Bituminous Pavement = 4 inches		PAVEMENT
2				6		Dark brown SAND, little Silt and Gravel, mixed with black reclaim asphalt, compact, humid, SM		0.3' FILL
3				5		Light brown medium grained SAND, trace Silt, compact, humid, SP		1'
4								
5								
6	S-2	24/20	5 - 7	8		Tan and slightly mottled Silty fine SAND, trace to little Clay with depth, compact/stiff, moist to wet, SM	Water at 5.9'	4'+/- MARINE FAN DEPOSIT
7				8				
8				7				
9				7				
10						Denser drilling at 8'		8'+/-
11	S-3	24/3	10 - 12	15		Light brown to olive brown Gravelly SAND, some Silt, little Clay, dense, wet, SM		
12				12		(Rocks in spoon tip; little sample recovery.)		
13				20				
14				28				
15						End of Exploration at 12.9', Auger Refusal		12.9' BEDROCK
16								
17								
18								
19								
20								
21								
22								

Granular Soils		Cohesive Soils		% Composition ASTM D2487	NOTES: PP = Pocket Penetrometer, MC = Moisture Content LL = Liquid Limit, PI = Plastic Index	Soil Moisture Condition
Blows/ft.	Density	Blows/ft.	Consistency			
0-4	V. Loose	<2	V. soft		Bedrock Joints	Dry: S = 0%
5-10	Loose	2-4	Soft	< 5% Trace	Shallow = 0 to 35 degrees	Humid: S = 1 to 25%
11-30	Compact	5-8	Firm	5-15% Little	Dipping = 35 to 55 degrees	Damp: S = 26 to 50%
31-50	Dense	9-15	Stiff	15-30% Some	Steep = 55 to 90 degrees	Moist: S = 51 to 75%
>50	V. Dense	16-30	V. Stiff	> 30% With	Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches	Wet: S = 76 to 99%
		>30	Hard		Gravel = < 3 inch and > No 4, Sand = < No 4 and > No 200, Silt/Clay = < No 200	Saturated: S = 100%



SOIL BORING LOG

Boring #: **B-2**
 Project #: 14238
 Sheet: 1 of 1
 Chkd by: WMP

Drilling Co: Summit Geoengineering Services
 Driller: Craig Coolidge, P.E.
 Summit Staff: Bill Peterlein, P.E., Erika Hawksley, E.I.

Boring Elevation: 122 feet
 Reference: Estimated from Existing Conditions Plan provided by Titcomb Associates
 Date started: 12/29/2014 Date Completed: 12/29/2014

DRILLING METHOD
 Vehicle: Power Probe
 Model: AMS 9500
 Method: 2-1/4" HSA
 Hammer Style: Auto

SAMPLER
 Length: 24" SS
 Diameter: 2"OD/1.5"ID
 Hammer: 140 lb
 Method: ASTM D1586

ESTIMATED GROUND WATER DEPTH

Date	Depth	Elevation	Reference
12/29/2014	10.4 ft	111.6 ft	Measured in augers
12/29/2014	Caved at 5.4 ft	N/A	Measured in open hole

Depth (ft.)						SAMPLE DESCRIPTION	Geological/ Test Data	Geological Stratum
	No.	Pen/Rec (in)	Depth (ft)	blows/6"	N ₆₀			
1	S-1	24/18	0 - 2	2		Dark brown SILT, some to little Sand, trace Gravel, rootlets, firm, damp, ML		TOPSOIL
2				3		Dark brown SAND, some Silt, loose, damp, SM		0.5'
3				3		Light brown medium to fine grained SAND, little Silt, loose, damp, SP-SM		1.7' FILL/ REWORKED NATIVE
4								
5								
6	S-2	24/18	5 - 7	9		Tan medium to coarse grained SAND, trace Silt, compact, damp, SP		4'+/- MARINE FAN DEPOSIT
7				11				
8				13				
9				15				
10								
11	S-3	24/24	10 - 12	7		Tan medium to coarse SAND, little to trace Silt, compact, moist, SP-SM	Water at 10.4'	
12				7				
13				7				
14				19		Olive brown SILT-CLAY, fine Silty SAND seams, little Gravel, very stiff, moist to wet, ML to CL		11.5'
15								
16	S-4	1/1	15 - 15.1	50/1"		Gray Silty CLAY, fine Silty SAND seams, stiff, wet, CL (Dark purple to black rock fragments in spoon tip)		
17						End of Exploration at 15.1', Spoon & Auger Refusal		15.1' BEDROCK
18								
19								
20								
21								
22								

Granular Soils		Cohesive Soils		% Composition ASTM D2487	NOTES: PP = Pocket Penetrometer, MC = Moisture Content LL = Liquid Limit, PI = Plastic Index	Soil Moisture Condition
Blows/ft.	Density	Blows/ft.	Consistency			
0-4	V. Loose	<2	V. soft		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	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%
5-10	Loose	2-4	Soft	< 5% Trace		
11-30	Compact	5-8	Firm	5-15% Little		
31-50	Dense	9-15	Surr	15-30% Some		
>50	V. Dense	16-30	V. Stiff	> 30% With		
		>30	Hard			



SOIL BORING LOG

Boring #: **B-3**
 Project #: 14238
 Sheet: 1 of 1
 Chkd by: WMP

Drilling Co: Summit Geoengineering Services
 Driller: Craig Coolidge, P.E.
 Summit Staff: Bill Peterlein, P.E., Erika Hawksley, E.I.

Boring Elevation: 119 feet
 Reference: Estimated from Existing Conditions Plan provided by Titcomb Associates
 Date started: 12/29/2014 Date Completed: 12/29/2014

DRILLING METHOD
 Vehicle: Power Probe
 Model: AMS 9500
 Method: 2-1/4" HSA
 Hammer Style: Auto

SAMPLER
 Length: 24" SS
 Diameter: 2"OD/1.5"ID
 Hammer: 140 lb
 Method: ASTM D1586

ESTIMATED GROUND WATER DEPTH

Date	Depth	Elevation	Reference
12/29/2014	7.5 ft	111.5 ft	Measured in augers

Depth (ft.)						SAMPLE DESCRIPTION	Geological/ Test Data	Geological Stratum
	No.	Pen/Rec (in)	Depth (ft)	blows/6"	N ₆₀			
1	S-1	24/18	0 - 2	1		Dark brown SILT, little Sand and rootlets, soft, damp, ML		TOPSOIL
2				2		Mottled brown SAND, trace Silt, loose damp, SP		1' MARINE FAN DEPOSIT
3				3				
4								
5								
6	S-2	24/24	5 - 7	7		Tan medium grained SAND, trace Silt, compact, damp, SP		
7				10				
8				10				
9				10				
10							Water at 7.5'	
11						Running Sands at 10', Unable to sample		
12								16.7'
13								
14								
15								
16	S-3	24/24	15 - 17	7		Tan medium to coarse grained SAND, trace Silt, compact, wet, SP		
17				5				
18				3				
19				2		Gray Silty fine SAND to Sandy SILT, trace Clay, loose/firm, wet, SM to ML		
20								
21						End of Exploration at 20', Auger Refusal		20' BEDROCK
22								

Granular Soils		Cohesive Soils		% Composition ASTM D2487	NOTES: PP = Pocket Penetrometer, MC = Moisture Content LL = Liquid Limit, PI = Plastic Index	Soil Moisture Condition
Blows/ft.	Density	Blows/ft.	Consistency			
0-4	V. Loose	<2	V. soft		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	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%
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			



SOIL BORING LOG

Boring #: **B-4**

Project: McAuley Place
Location: Stevens Avenue
City, State: Portland, Maine

Project #: 14238
Sheet: 1 of 2
Chkd by: WMP

Drilling Co: Summit Geoengineering Services

Boring Elevation: 121 feet

Driller: Craig Coolidge, P.E.

Reference: Estimated from Existing Conditions Plan provided by Titcomb Associates

Summit Staff: Bill Peterlein, P.E., Erika Hawksley, E.I.

Date started: 12/29/2014 Date Completed: 12/29/2014

DRILLING METHOD		SAMPLER	
Vehicle:	Power Probe	Length:	24" SS
Model:	AMS 9500	Diameter:	2"OD/1.5"ID
Method:	2-1/4" HSA	Hammer:	140 lb
Hammer Style:	Auto	Method:	ASTM D1586

ESTIMATED GROUND WATER DEPTH			
Date	Depth	Elevation	Reference
12/29/2014	11.4 ft	109.6 ft	Measured in augers
12/29/2014	Caved at 6 ft	N/A	Measured open hole

Depth (ft.)						Geological/ Test Data	Geological Stratum
	No.	Pen/Rec (in)	Depth (ft)	blows/6"	N ₆₀		
1	S-1	24/12	0 - 2	WOH		Dark brown SILT, little Sand and rootlets, soft, damp, ML	TOPSOIL
2				2		Brown SAND, little to trace Silt, loose, humid to damp, SP to SP-SM	0.7' MARINE FAN DEPOSIT
3				3			
4							
5							
6	S-2	24/18	5 - 7	5		Tan medium grained SAND, trace Silt, compact, damp, SP	
7				8			
8				11			
9				14			
10							
11	S-3	24/18	10 - 12	6		Tan medium grained SAND, little to trace Silt, compact to dense, wet SP to SP-SM	
12				10			
13				15			
14				20			
15						Running sands at 15', sample contained 'fluffed' sand from inside auger. Due to disturbance, blow counts are not representative of the soil.	
16	S-4	24/24	15 - 17	1		Olive gray fine to medium grained Silty SAND, loose, wet, SM	
17				WOH		Gray Silty CLAY, soft, wet, CL	16.7'
18				1			
19				1			
20							
21	S-5	24/24	20 - 22	WOH		Gray Silty CLAY, trace Gravel, very soft, wet, CL	
22				WOH		Gray fine SAND-SILT, dense/stiff, wet, SM to ML	21'+/-
				5			
				16			

Granular Soils		Cohesive Soils		% Composition ASTM D2487	NOTES: PP = Pocket Penetrometer, MC = Moisture Content LL = Liquid Limit, PI = Plastic Index	Soil Moisture Condition
Blows/ft.	Density	Blows/ft.	Consistency			
0-4	V. Loose	<2	V. soft		Bedrock Joints	Dry: S = 0%
5-10	Loose	2-4	Soft	< 5% Trace	Shallow = 0 to 35 degrees	Humid: S = 1 to 25%
11-30	Compact	5-8	Firm	5-15% Little	Dipping = 35 to 55 degrees	Damp: S = 26 to 50%
31-50	Dense	9-15	Stiff	15-30% Some	Steep = 55 to 90 degrees	Moist: S = 51 to 75%
>50	V. Dense	16-30	V. Stiff	> 30% With	Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches	Wet: S = 76 to 99%
		>30	Hard		Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200	Saturated: S = 100%



SOIL BORING LOG

Boring #: **B-5**
 Project #: 14238
 Sheet: 1 of 1
 Chkd by: WMP

Drilling Co: Summit Geoengineering Services
 Driller: Craig Coolidge, P.E.
 Summit Staff: Bill Peterlein, P.E., Erika Hawksley, E.I.

Boring Elevation: 115 feet
 Reference: Estimated from Existing Conditions Plan provided by Titcomb Associates
 Date started: 12/29/2014 Date Completed: 12/29/2014

DRILLING METHOD
 Vehicle: Power Probe
 Model: AMS 9500
 Method: 2-1/4" HSA
 Hammer Style: Auto

SAMPLER
 Length: 24" SS
 Diameter: 2"OD/1.5"ID
 Hammer: 140 lb
 Method: ASTM D1586

ESTIMATED GROUND WATER DEPTH

Date	Depth	Elevation	Reference
12/29/2014	5.5 ft	109.5 ft	Measured in augers

Depth (ft.)						SAMPLE DESCRIPTION	Geological/ Test Data	Geological Stratum
	No.	Pen/Rec (in)	Depth (ft)	blows/6"	N ₆₀			
1	S-1	24/24	0 - 2	3		Dark brown SILT, little Sand and rootlets, firm, damp, ML		TOPSOIL
2				7				
3				11		Brown SAND, some Gravel, little Silt, compact, damp, SM		0.9'
4				14				MARINE FAN DEPOSIT
5								
6	S-2	24/20	5 - 7	6		Tan SAND coarse to fine grained w/depth, trace to little Silt, compact, wet, SP to SP-SM	Water at 5.5'	
7				9				
8				10				
9				10				
10								
11	S-3	24/24	10 - 12	6		Light brown medium to fine grained SAND, little Silt, loose to compact, wet, SP-SM		
12				4		Gray Silty CLAY, firm, wet, CL		11'
13				3				
14				3				
15								
16	S-4	24/24	15 - 17	WOH		Gray Silty CLAY, firm, wet, CL		
17				4		Gray Silty fine SAND to Sandy SILT, dense/hard, wet, SM to ML		15.5'
18				19				
19				21				
20								
21	S-5	24/24	20 - 22	8		Gray Silty fine SAND to Sandy SILT, very dense/hard, wet, SM to ML		
22				29				
				70				
				72				
						End of Exploration at 22', Spoon Refusal		22'
								PROBABLE BEDROCK

Granular Soils		Cohesive Soils		% Composition ASTM D2487
Blows/ft.	Density	Blows/ft.	Consistency	
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%



SOIL BORING LOG

Boring #: **B-6**
 Project #: 14238
 Sheet: 1 of 1
 Chkd by: WMP

Drilling Co: Summit Geoengineering Services
 Driller: Craig Coolidge, P.E.
 Summit Staff: Bill Peterlein, P.E., Erika Hawksley, E.I.

Boring Elevation: 115 feet
 Reference: Estimated from Existing Conditions Plan provided by Titcomb Associates
 Date started: 12/30/2014 Date Completed: 12/30/2014

DRILLING METHOD
 Vehicle: Power Probe
 Model: AMS 9500
 Method: 2-1/4" HSA
 Hammer Style: Auto

SAMPLER
 Length: 24" SS
 Diameter: 2"OD/1.5"ID
 Hammer: 140 lb
 Method: ASTM D1586

ESTIMATED GROUND WATER DEPTH

Date	Depth	Elevation	Reference
12/30/2014	6.4 ft	108.6 ft	Measured in augers
3/23/2015	8.0 ft	107.0 ft	Measured in OW on 3/23/2015

Depth (ft.)						SAMPLE DESCRIPTION	Geological/ Test Data	Geological Stratum
	No.	Pen/Rec (in)	Depth (ft)	blows/6"	N ₆₀			
1	S-1	24/24	0 - 2	4		Dark brown SILT, little Sand and rootlets, firm to stiff, damp to frozen, ML		TOPSOIL
2				5		Dark brown Silty SAND, little Gravel, compact, damp, SP		0.7' FILL
3				8		Brown Sand, trace Silt and Gravel, compact, damp, SP		1.8' MARINE FAN DEPOSIT
4								
5								
6	S-2	24/18	5 - 7	8		Light brown to tan medium grained SAND, trace Silt, compact, damp, SP		
7				12				
8				12				
9				10				
10								
11	S-3	24/24	10 - 12	2		Olive brown and mottled fine Sandy SILT to Silty CLAY, some fine Sand, firm, wet, ML to CL		
12				2				
13				5				
14						End of Exploration at 13.1', Auger Refusal		13.1' BEDROCK
15								
16								
17								
18								
19								
20								
21								
22								

Water at 6.4'

Granular Soils		Cohesive Soils		% Composition ASTM D2487
Blows/ft.	Density	Blows/ft.	Consistency	
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%



SOIL BORING LOG

Boring #: **B-7**
 Project #: 14238
 Sheet: 1 of 1
 Chkd by: WMP

Drilling Co: Summit Geoengineering Services
 Driller: Craig Coolidge, P.E.
 Summit Staff: Bill Peterlein, P.E., Erika Hawksley, E.I.

Boring Elevation: 114 feet
 Reference: Estimated from Existing Conditions Plan provided by Titcomb Associates
 Date started: 12/30/2014 Date Completed: 12/30/2014

DRILLING METHOD
 Vehicle: Power Probe
 Model: AMS 9500
 Method: 2-1/4" HSA
 Hammer Style: Auto
SAMPLER
 Length: 24" SS
 Diameter: 2"OD/1.5"ID
 Hammer: 140 lb
 Method: ASTM D1586

ESTIMATED GROUND WATER DEPTH

Date	Depth	Elevation	Reference
12/30/2014	5.4 ft	108.6 ft	Measured in augers

Depth (ft.)	No.	Pen/Rec (in)	Depth (ft)	blows/6"	N ₆₀	SAMPLE DESCRIPTION	Geological/ Test Data	Geological Stratum
1	S-1	24/15	0 - 2	5		Dark brown SILT, little Sand and rootlets, firm, damp to frozen, ML		TOPSOIL
2				6				
3				9		Brown SAND, little Silt and Gravel, compact, damp, SM		0.7' FILL / REWORKED NATIVE
4				7				
5								
6	S-2	24/18	5 - 7	3		Dark brown medium to fine grained SAND, some to little Silt, moist to wet, loose, SM		
7				7		(Probable former topsoil and reworked native sand)	Water at 5.4'	
8				13		Brown medium to fine grained SAND, little to trace Silt, compact, wet, SP to SP-SM		6'+/- MARINE FAN DEPOSIT
9				15				
10								
11								
12								
13								
14								
15								
16	S-3	18/18	8.5 - 10	*		*Running Sands at 10'. Sampled 'fluffed' sand inside augers. Disturbed sample, no blow counts recorded.		
17				*		Same as above, compact, wet, SP to SP-SM		
18				*				
19								
20								
21								
22	S-4	24/24	15 - 17	2		Light brown Silty fine SAND, trace Clay, occasional Silty CLAY seam, compact/stiff, wet, SM		
23				7				
24				9				
25				14				
26								
27						Denser drilling at 18'		
28								
29								
30								
31	S-5	24/24	20 - 22	7		Same as above, compact, wet, SM		
32				9				
33				6				
34				7				
35						End of Exploration at 22', No Refusal		22'

Granular Soils	Cohesive Soils	% Composition	NOTES:	Soil Moisture Condition
Blows/ft. Density	Blows/ft. Consistency	ASTM D2487	PP = Pocket Penetrometer, MC = Moisture Content LL = Liquid Limit, PI = Plastic Index	
0-4 V. Loose	<2 V. soft		Bedrock Joints	Dry: S = 0%
5-10 Loose	2-4 Soft	< 5% Trace	Shallow = 0 to 35 degrees	Humid: S = 1 to 25%
11-30 Compact	5-8 Firm	5-15% Little	Dipping = 35 to 55 degrees	Damp: S = 26 to 50%
31-50 Dense	9-15 Stiff	15-30% Some	Steep = 55 to 90 degrees	Moist: S = 51 to 75%
>50 V. Dense	16-30 V. Stiff	> 30% With		Wet: S = 76 to 99%
	>30 Hard			Saturated: S = 100%
			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 BORING LOG

Boring #: **B-9**
 Project #: 14238
 Sheet: 1 of 1
 Chkd by: WMP

Drilling Co: Summit Geoengineering Services
 Driller: Craig Coolidge, P.E.
 Summit Staff: Bill Peterlein, P.E., Erika Hawksley, E.I.

Boring Elevation: 114 feet
 Reference: Estimated from Existing Conditions Plan provided by Titcomb Associates
 Date started: 12/30/2014 Date Completed: 12/30/2014

DRILLING METHOD
 Vehicle: Power Probe
 Model: AMS 9500
 Method: 2-1/4" HSA
 Hammer Style: Auto

SAMPLER
 Length: 24" SS
 Diameter: 2"OD/1.5"ID
 Hammer: 140 lb
 Method: ASTM D1586

ESTIMATED GROUND WATER DEPTH

Date	Depth	Elevation	Reference
12/30/2014	9.4 ft	104.6 ft	Measured in augers

Depth (ft.)						SAMPLE DESCRIPTION	Geological/ Test Data	Geological Stratum
	No.	Pen/Rec (in)	Depth (ft)	blows/6"	N ₆₀			
1	S-1	24/18	0 - 2	3		Dark brown SILT, little Sand, Clay, and rootlets, firm to stiff, damp to frozen, ML		TOPSOIL
2				5		Brown SAND, some Gravel, little Silt, compact, damp, SW-SM		1' FILL / REWORKED NATIVE
3				9		Cobbles at 1.5'		
4				8				
5								
6	S-2	24/24	5 - 7	2		Olive brown Clayey SILT to Silty CLAY, little Sand and Gravel, firm, damp to moist, ML to CL		
7				2				Water at 9.4'
8				3				
9				4				
10								
11	S-3	24/20	10 - 12	3		Dark brown medium to fine grained SAND, some Silt, rootlets and organics, wet, loose, SM (Probable former topsoil and reworked native sand)		
12				6				11' MARINE FAN DEPOSIT
13				13		Light brown and mottled SAND, little Silt, trace Gravel, compact, wet, SP-SM to SM		
14				14				
15								
16	S-4	24/24	15 - 17	5		Light brown and mottled coarse SAND, trace Silt, compact, wet, SP		
17				7		Olive brown to gray Silty CLAY, stiff, wet, CL		16' BEDROCK
18				6				
19				5				
20								
21	S-5	7/7	19.5 - 20.1	4		Olive brown to gray Silty CLAY, some Sand and Gravel, firm, to stiff, wet, CL		
22				50/1"		End of Exploration at 20.1', Spoon & Auger Refusal		

Granular Soils		Cohesive Soils		% Composition ASTM D2487	NOTES: PP = Pocket Penetrometer, MC = Moisture Content LL = Liquid Limit, PI = Plastic Index	Soil Moisture Condition
Blows/ft.	Density	Blows/ft.	Consistency			
0-4	V. Loose	<2	V. soft		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	Dry: S = 0%
5-10	Loose	2-4	Soft	< 5% Trace		Humid: S = 1 to 25%
11-30	Compact	5-8	Firm	5-15% Little		Damp: S = 26 to 50%
31-50	Dense	9-15	Suff	15-30% Some		Moist: S = 51 to 75%
>50	V. Dense	16-30	V. Stiff	> 30% With		Wet: S = 76 to 99%
		>30	Hard			Saturated: S = 100%



SOIL BORING LOG

Boring #: **B-8**
 Project #: 14238
 Sheet: 1 of 1
 Chkd by: WMP

Drilling Co: Summit Geoengineering Services
 Driller: Craig Coolidge, P.E.
 Summit Staff: Bill Peterlein, P.E., Erika Hawksley, E.I.

Boring Elevation: 114 feet
 Reference: Estimated from Existing Conditions Plan provided by Titcomb Associates
 Date started: 12/30/2014 Date Completed: 12/30/2014

DRILLING METHOD
 Vehicle: Power Probe
 Model: AMS 9500
 Method: 2-1/4" HSA
 Hammer Style: Auto

SAMPLER
 Length: 24" SS
 Diameter: 2"OD/1.5"ID
 Hammer: 140 lb
 Method: ASTM D1586

ESTIMATED GROUND WATER DEPTH

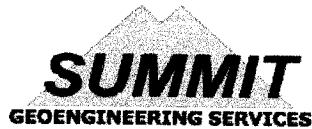
Date	Depth	Elevation	Reference
12/30/2014	6 ft +/-	108 ft +/-	Observed moisture content
2/16/2015	6.1 ft	107.9 ft	Measured in OW on 2/16/2015
3/23/2015	6.1 ft	107.9 ft	Measured in OW on 3/23/2015

Depth (ft.)	No.	Pen/Rec (in)	Depth (ft)	blows/6"	N ₆₀	SAMPLE DESCRIPTION	Geological/ Test Data	Geological Stratum
1	S-1	24/12	0 - 2	8		Dark brown SILT, some to little Sand and Gravel, rootlets, firm, damp to frozen, ML		TOPSOIL
2				5				
3				4		Brown Gravelly SAND, little Silt, compact, damp, SM		0.5' FILL / REWORKED NATIVE
4				5		Cobbles at 1.5'		
5								
6	S-2	24/18	5 - 7	2		Dark brown medium to fine grained SAND, some to little Silt, moist to wet, loose, SM		
7				3		(Probable former topsoil and reworked native sand)		
8				7		Light brown medium to coarse SAND, trace Silt, compact to dense, wet, SP		6.5' MARINE FAN DEPOSIT
9				14				1" PVC Well Screen 4' to 9'
10								
11	S-3	24/24	10 - 12	2		Light brown medium to coarse SAND, trace Silt and Gravel, loose, wet, SP		
12				4				
13				6		Olive brown Silty CLAY, some fine Sand, stiff, wet, CL		11.7'
14				8				
15						End of Exploration at 13.1', Auger Refusal		13.1' BEDROCK
16								
17								
18								
19								
20								
21								
22								

Granular Soils	Cohesive Soils	% Composition	NOTES:	Soil Moisture Condition
Blows/ft. Density	Blows/ft. Consistency	ASTM D2487	PP = Pocket Penetrometer, MC = Moisture Content LL = Liquid Limit, PI = Plastic Index	
0-4 V. Loose	<2 V. soft		Bedrock Joints	Dry: S = 0%
5-10 Loose	2-4 Soft	< 5% Trace	Shallow = 0 to 35 degrees	Humid: S = 1 to 25%
11-30 Compact	5-8 Firm	5-15% Little	Dipping = 35 to 55 degrees	Damp: S = 26 to 50%
31-50 Dense	9-15 Stiff	15-30% Some	Steep = 55 to 90 degrees	Moist: S = 51 to 75%
>50 V. Dense	16-30 V. Stiff	> 30% With		Wet: S = 76 to 99%
	>30 Hard		Boulders = diameter > 12 inches, Cobbles = diameter < 12 inches and > 3 inches	Saturated: S = 100%
			Gravel = < 3 inch and > No 4, Sand = < No 4 and >No 200, Silt/Clay = < No 200	

APPENDIX C

LABORATORY TESTING RESULTS



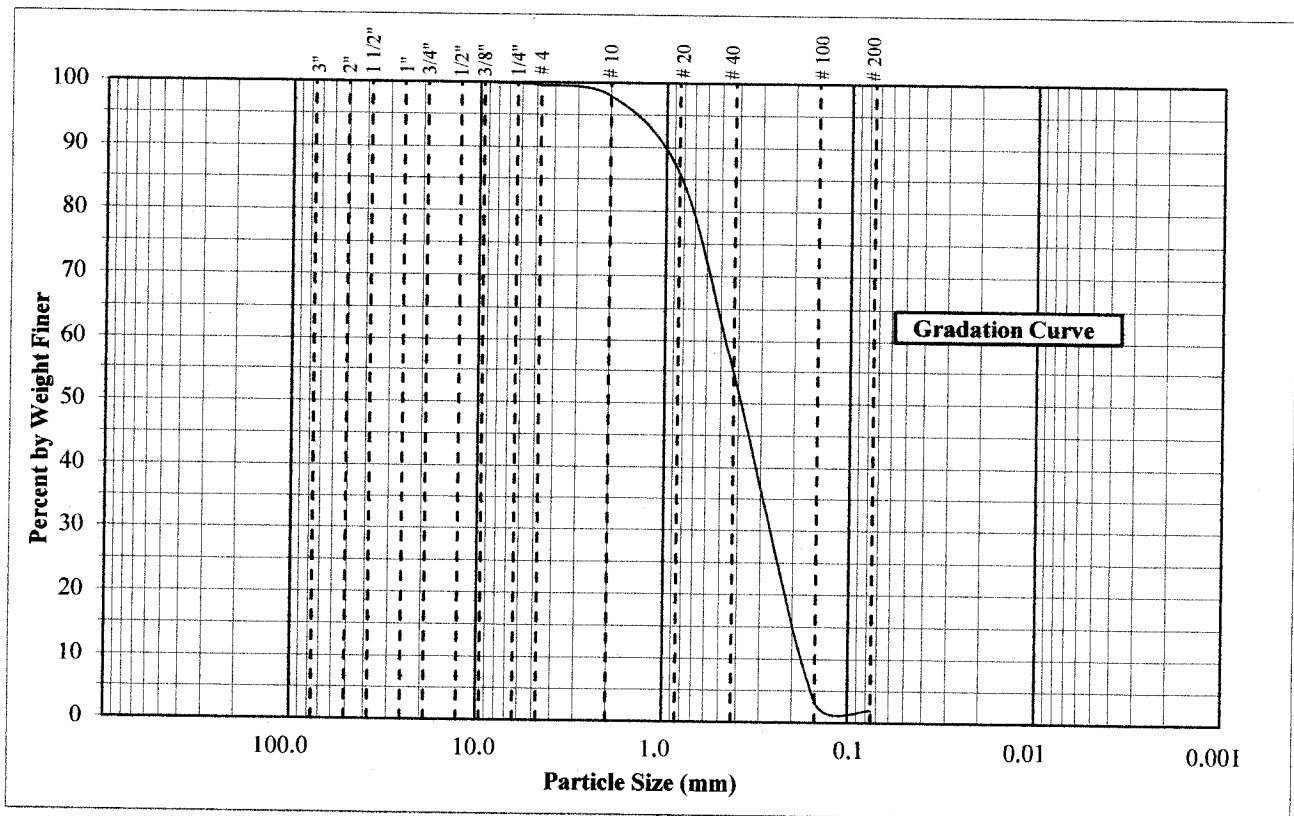
GRAIN SIZE ANALYSIS - ASTM D422

PROJECT NAME: McAuley Place
CLIENT: Sea Coast Management Company
SOURCE: B-8, 10'-12'
DATE: 1/8/2015

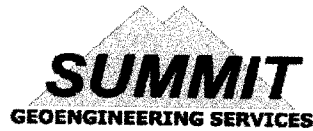
PROJECT NUMBER: 14238
SAMPLE NUMBER: B-8, S-3
DESCRIPTION: Medium-fine SAND, trace Silt, SP
TECHNICIAN: Erika Hawksley, E.I.

DATA

PARTICLE SIZE mm	% BY WT FINER
76.20 (3 in)	100.0
50.80 (2 in)	100.0
38.10 (1-1/2 in)	100.0
25.40 (1 in)	100.0
19.05 (3/4 in)	100.0
12.70 (1/2 in)	100.0
9.53 (3/8 in)	100.0
6.35 (1/4 in)	99.9
4.75 (No. 4)	99.6
2.00 (No. 10)	98.0
0.85 (No. 20)	85.9
0.43 (No. 40)	54.8
0.15 (No. 100)	3.3
0.075 (No. 200)	2.0



REMARKS: Moisture Content = 18%



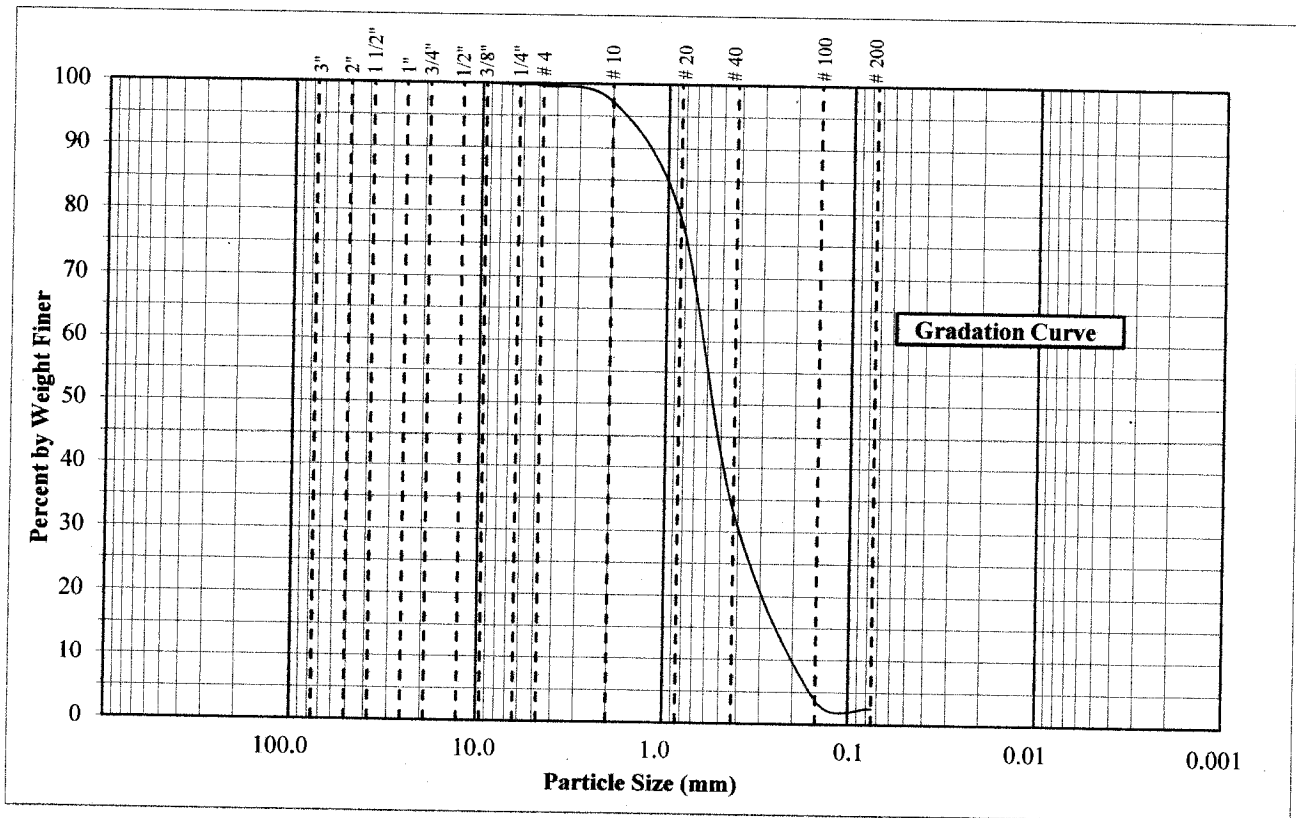
GRAIN SIZE ANALYSIS - ASTM D422

PROJECT NAME: McAuley Place
CLIENT: Sea Coast Management Company
SOURCE: B-6, 5'-7"
DATE: 1/8/2015

PROJECT NUMBER: 14238
SAMPLE NUMBER: B-6, S-2
DESCRIPTION: Medium-fine SAND, trace Silt, SP
TECHNICIAN: Erika Hawksley, E.I.

DATA

PARTICLE SIZE mm	% BY WT FINER
76.20 (3 in)	100.0
50.80 (2 in)	100.0
38.10 (1-1/2 in)	100.0
25.40 (1 in)	100.0
19.05 (3/4 in)	100.0
12.70 (1/2 in)	100.0
9.53 (3/8 in)	100.0
6.35 (1/4 in)	99.8
4.75 (No. 4)	99.7
2.00 (No. 10)	97.3
0.85 (No. 20)	79.2
0.43 (No. 40)	33.1
0.15 (No. 100)	3.8
0.075 (No. 200)	2.5



REMARKS: Moisture Content = 14.7%

Exhibit 11

Construction Management Plan

EXHIBIT 11

CONSTRUCTION MANAGEMENT PLAN

Construction of the Motherhouse and site plan is expected to commence in the Winter of 2016 and complete in late Fall 2016.

The applicants have significant experience in site development and historic structure rehabilitation and regularly manage complex projects with seniors living on –campus. This project will include strict control of access and delivery routes, coordinated phasing with McAuley High School activities and site security measures. Communication between the parties occupying the campus and the neighbors is critical to a successful project. It is expected that much of the demolition materials will be recycled and taken to the Riverside Facility in Portland or Commercial Paving in Scarborough.

Utility connections will be required in Stevens Avenue and Walton Streets. All off-site construction will be coordinated with the Department of Public Services to ensure the least impact to traffic flow.

Exhibit 12

Agency Letters –Natural Areas



June 18, 2015

J 14.067

Robin Reed
Maine Historic Preservation Commission
55 Capitol Street
65 State House Station
Augusta, ME 04333-0065

605 Stevens Avenue, McAuley Campus, Portland
Request for Agency Database Review

Dear Ms. Reed:

On behalf of our client, Motherhouse Associates LP, represented by Kevin Bunker, we are contacting you with a request for information on a semi-urban site under consideration for re-development in Portland located at 605 Stevens Avenue. The 18.9 acre site is the site of the former St. Josephs Convent and current Catherine McAuley High School and athletic fields. The site is bordered by Baxter Woods to the south, Walton Street to the north and Stevens Avenue to the west.

The project envisions a master planned senior community anchored with the re-purposing of the circa 1909 St. Joseph's Convent building (the Motherhouse) into 88 units of affordable and market rate senior apartments. As you may be aware, the majestic Motherhouse and grounds are not currently listed on the National Register of Historic Places, however the site has been in use since the 1880's as a convent, school and college. The overall property contains the former St. Catherine's Home for Aged Women (St Catherine's-circa 1880) and the more recent Catherine McAuley High School building. The former two buildings are not currently included in the development plans however.

The applicant is seeking Historic Tax Credit Incentives through the Department of the Interior for rehabilitation of the Motherhouse and with the project architect, Archetype, PA, will be applying the Secretary's Standards for Rehabilitation to the re-use of the building.

As part of the planning and permitting process, we would like to identify any special historic areas of significance that might affect re-development of this particular site. We request that you kindly search your available resources and database and send us a written advisory as to the possible presence and location of any historic or archaeological features that may be a cause of concern. We have attached photographs of the Motherhouse and a USGS Quad locus map for your use. Please do not hesitate to contact me should you require anything further.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Licht".

Frederic (Rick) Licht
Principal
Encl. As Noted



June 16, 2015

J 14.067

Don Cameron, Ecologist
Maine Natural Areas Program
93 State House Station
Augusta, Maine 04333-0093

605 Stevens Avenue, McAuley High School Campus, Portland
Request for Agency Database Review

Dear Mr. Cameron:

On behalf of our client, Motherhouse Associates LP, we are contacting you with a request for information on a semi-urban site under consideration for possible re-development in Portland located at 605 Stevens Avenue. The 18.9 acre site is the site of the former St. Josephs Convent and current Catherine McAuley High School and Athletic fields. The site is bordered by Baxter Woods to the south, Walton Street to the north and Stevens Avenue to the west.

As part of the planning process, we would like to identify any rare or unique botanical features in the site vicinity. We request that you kindly search your available resources send us a written advisory as to the possible presence of rare, threatened or endangered plant species and unique or exemplary natural communities on the site in question that might be a cause of concern.

Thank you for your assistance in conducting this site search. A USGS Quad Locus Map has been included for your use. Please send any invoice to the address below.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Licht".

Frederic (Rick) Licht
Principal

Enclosure: As Noted



June 16, 2015

J 14.067

John Perry
Environmental Coordinator
Maine Department of Inland Fisheries & Wildlife
284 State St
Augusta, ME 04333

**605 Stevens Avenue, McAuley High School Campus, Portland
Request for Agency Database Review**

Dear John:

On behalf of our client, Motherhouse Associates LP, we are contacting you with a request for information on a semi-urban site under consideration for possible re-development in Portland located at 605 Stevens Avenue. The 18.9 acre site is the site of the former St. Josephs Convent and current Catherine McAuley High School and Athletic fields. The site is bordered by Baxter Woods to the south, Walton Street to the north and Stevens Avenue to the west.

As part of the planning process, we would like to identify any areas in the site vicinity that contains habitat for significant, rare or endangered species. We request that you kindly search your available resources and send us a written advisory as to the possible presence and location of any habitat areas or zoological species of which we would want to be aware.

Thank you for your assistance in conducting this site search. A USGS Quad Locus Map has been included for your use.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Licht".

Frederic (Rick) Licht
Principal

Enclosure: As Noted

Exhibit 13

Consistency with Masterplans

EXHIBIT 13

CONSISTENCY WITH MASTERPLAN CONSISTENCY WITH COMPREHENSIVE PLAN

Consistency with Master Plan: There is currently no approved master plan or master development plan for the McAuley campus. However the applicant has presented a vision for development of the property as the foundation for the re-zoning process. This vision includes the re-purposing of the Motherhouse into senior affordable housing together with development of a quality senior living community on Lot 4. This vision will be further refined and vetted through the Master Development Plan process following the approvals of the Motherhouse.

Consistency with the Comprehensive Plan: As stated in the City of Portland Zoning Amendment Application, the proposed re-use plan for the property could be a model project for the City of Portland's comprehensive plan. Some of the key areas cited in the Comprehensive Plan and included the project are:

- Preservation of historic and natural resources
- Development of currently unused residential potential
- Seek incentives and partnerships to increase affordable housing options
- Encourage higher density housing and walk able neighborhoods
- Identify vacant land and redevelopment opportunities throughout the City
- Target vacant buildings for maintenance, rehabilitation and reuse
- Neighborhood stability and integrity
- Development that is close to city services, transportation and infrastructure
- Development that serves the diverse market including seniors

In summary, the proposed project is clearly consistent with the goals of the Comprehensive Plan.

The proposed use of the property is also consistent with the historic use of the property and therefore consistent with the surrounding neighborhood. The property has been used for a school, college, church, residential apartment building, convent and senior care facility at various times throughout its history. The proposed use as affordable senior housing and a senior retirement community is entirely consistent with this historic use. Moreover, the long history of this campus in this location with these uses – for approximately 130 years - clearly demonstrates that the proposed use is compatible with both the property and the surrounding neighborhood. As the center-piece of this neighborhood for over a century, the preservation and reuse of this property is essential for maintaining the stability and integrity of the neighborhood.

Exhibit 14

Utility Serviceability Letters



Att. Q

3/9/2015

Andrew Johnson

Fay, Spofford & Thorndike

778 Main Street

South Portland, ME 04106

Sent via email to: AJohnston@fstinc.com

RE: Ability to Serve Letter for Redevelopment of McAuley High School Campus in Portland

Dear Mr. Johnson:

CMP has the ability to serve the proposed project located at 605 Stevens Avenue 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)

(<http://www.cmpco.com/MediaLibrary/3/6/Content%20Management/YourAccount/PDFs%20and%20Docs/handbook.pdf>)

If you have any questions, please contact me.

Regards,

A handwritten signature in black ink that reads "Jamie Cough".

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

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



Portland Water District

FROM SEBAGO LAKE TO CASCO BAY

April 15, 2015

Fay Spofford & Thorndike
778 Main Street, Suite 8
South Portland, ME 04106

Attn: Andrew Johnston, P.E.
Re: McAuley High School Campus - 605 Stevens Avenue Portland
Ability to Serve with PWD Water

Dear Mr. Johnston:

The Portland Water District has received your request for an Ability to Serve determination for the noted site submitted on March 6, 2015. 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.

Conditions of Service

The following conditions of water service apply:

- 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 (for service sizes 2-inch and smaller) or removing the gate valve and capping the tapping sleeve (for service sizes 4-inch and larger).
- Approval of plans will be required for the project prior to construction. As your project progresses, we advise that you submit any preliminary design plans to MEANS for review of the water main and water service line configuration. We will work with you to ensure that the design meets our current standards.

Existing Site Service

According to District records, the project site does currently have a number of existing water services. The following water service lines are located as shown on the attached water service cards:

- Saint Josephs Convent (605 Stevens Avenue) is served by a 6-inch diameter cast iron domestic water service line and an 8-inch cast iron fire service line.
- Catherine McAuley High School (631 Stevens Avenue) is served by a 4-inch diameter cast iron domestic service line
- Saint Catherines Hall (242 Walton Street) is served by a 1.5-inch diameter copper domestic water service line and a 6-inch cast iron fire service line.



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 8-inch diameter cast iron main water main on the east side and a 12-inch cast iron water main on the west side of Stevens Avenue, a 6-inch cast iron water main on the south side of Walton Street and public fire hydrants located on Stevens Avenue and on Walton Street in front of the site.

The current data from the nearest hydrant with flow test information is as follows:

Hydrant Location:	Stevens Ave 200' S of Walton St	Walton St 100' W of Dingley Ct
Hydrant Number:	POD-HYD01287	POD-HYD01922
Last Tested:	3/9/2013	2/14/2013
Static Pressure:	64 psi	64 psi
Residual Pressure:	Not Measured	Not Measured
Flow:	Not Measured	Not Measured

Public Fire Protection

You have not indicated whether this project will 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

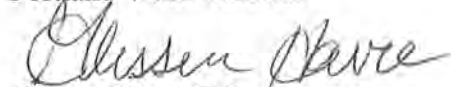
The data noted above indicates there should be adequate pressure and volume of water to serve the domestic water needs of your proposed project.

Private Fire Protection Water Needs

You have indicated that this project will require water service to provide private fire protection to the site. 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.

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



May 26, 2015

Mr. Frank Brancely
City of Portland
Department of Public Services
55 Portland Street
Portland, Maine 04101-2991

**Subject: Proposed Redevelopment of McAuley High School Campus
605 Stevens Avenue and Walton Street, Portland, Maine
Wastewater Capacity Application**

Dear Mr. Brancely:

Our office is working as a consultant to Sea Coast Management Company with the site engineering and permitting associated with a proposed redevelopment of the Motherhouse Building on the McAuley High School Campus to provide 88 affordable senior housing units. The project site is located on all or a portion of Map 34, Block C, Lots 009 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.

This redevelopment project will be the first phase of a larger development of the property to construct a senior living community. The first phase of the project will consist of redevelopment of the Motherhouse to provide 88 affordable senior living apartments. As part of the redevelopment, we will be undertaking mapping and condition assessment of the existing sewer system to ascertain whether the infrastructure is suitable for reuse. Where the system is found to be in poor condition, rehabilitation and replacement options will be investigated. In addition, existing sources of inflow to the sewer system will be investigated and removed to a separate stormwater system. This will reduce infiltration and inflow to the onsite system and increase the available capacity of the system for wastewater flow.

Subsequent phasing will include independent senior living residences and assisted living units. A summary of the anticipated unit counts and estimated wastewater flows associated with each phase of development is as follows:

Phase	Full Master Plan Development	Design Flow
1	Affordable Senior Living Apartments – Motherhouse 88 Units @ 77 gpd	6,776

Mr. Frank Brancely
May 26, 2015
Page 2

Subsequent phasing of the project is as follows:

Phase	Full Master Plan Development	Design Flow (gpd)
2	Independent Residences 69 Units Single Occupancy @ 60 gpd 23 Units Double Occupancy @ 120 gpd	6,900
3	Independent/Assisted Living Residences 70 Units Single Occupancy @ 60 gpd 70 Units Double Occupancy @ 120 gpd	12,600
4	Assisted Living Apartments in Motherhouse 36 Units @ 77 gpd	2,772
5	Long Term Redevelopment at St. Catherine's 19 Units Single Occupancy @ 60 gpd 19 Units Double Occupancy @ 120 gpd	3,420
	Total Average Daily Flow	32,468

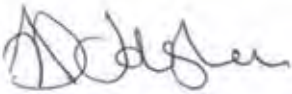
It should be noted that this information is provided for outline planning purposes only as the exact unit mix and numbers are subject to change. However, it may inform infrastructure and service decisions throughout the project development.

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.

If you have any questions concerning this request, please contact me.

Sincerely,

FAY, SPOFFORD & THORNDIKE



Andrew D. Johnston, P.E.
Principal Engineer

ADJ/cmd

Enclosures

CITY OF PORTLAND WASTEWATER CAPACITY APPLICATION

Department of Public Services,
55 Portland Street,
Portland, Maine 04101-2991



Mr. Frank J. Brancely,
Senior Engineering Technician,
Phone #: (207) 874-8832,
Fax #: (207) 874-8852,
E-mail: fjb@portlandmaine.gov

Date: 05.25.2015

1. Please, Submit Utility, Site, and Locus Plans.

Site Address: 605 Stevens Avenue

Chart Block Lot Number: 136 E006001;143 F004000
144 B001000

Proposed Use: Mixed-Use Residential

Previous Use: Mixed-Use Residential

Existing Sanitary Flows: Not Known GPD

Existing Process Flows: None GPD

Description and location of City sewer that is to
receive the proposed building sewer lateral.

Existing site service to Walton Street

Site Category | Commercial (see part 4 below)
Industrial (complete part 5 below)
Governmental
Residential
Other (specify)

X

(Clearly, indicate the proposed connections, on the submitted plans)

2. Please, Submit Contact Information.

City Planner's Name: _____ Phone: _____

Owner/Developer Name: Sea Coast at Baxter Woods, LLC and Motherhouse, LLC

Owner/Developer Address: 30 Governors Way - Topsham, ME 04086

Phone: 207-831-2418 Fax: _____ E-mail: MTeare@highlandgreenlifestyle.com

Engineering Consultant Name: Fay, Spofford & Thorndike, Attn: Andrew D. Johnston, P.E.

Engineering Consultant Address: 778 Main Street, Suite 8, South Portland, ME 04106

Phone: 207-775-1121 Fax: 207-879-0896 E-mail: ajohnston@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: Phase 1 - 6,776; Total project 25,692 GPD

Peaking Factor/ Peak Times: 6 (TR-16)

Specify the source of design guidelines: (i.e. "Handbook of Subsurface Wastewater Disposal in Maine,"
"Plumbers and Pipe Fitters Calculation Manual," Portland Water District Records, Other (specify)
Handbook of Subsurface Wastewater Disposal in Maine-metered flow records from similar facilities.

***(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 - Residential Only

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)

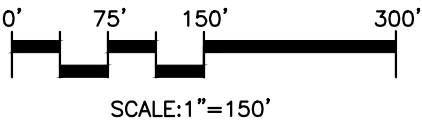
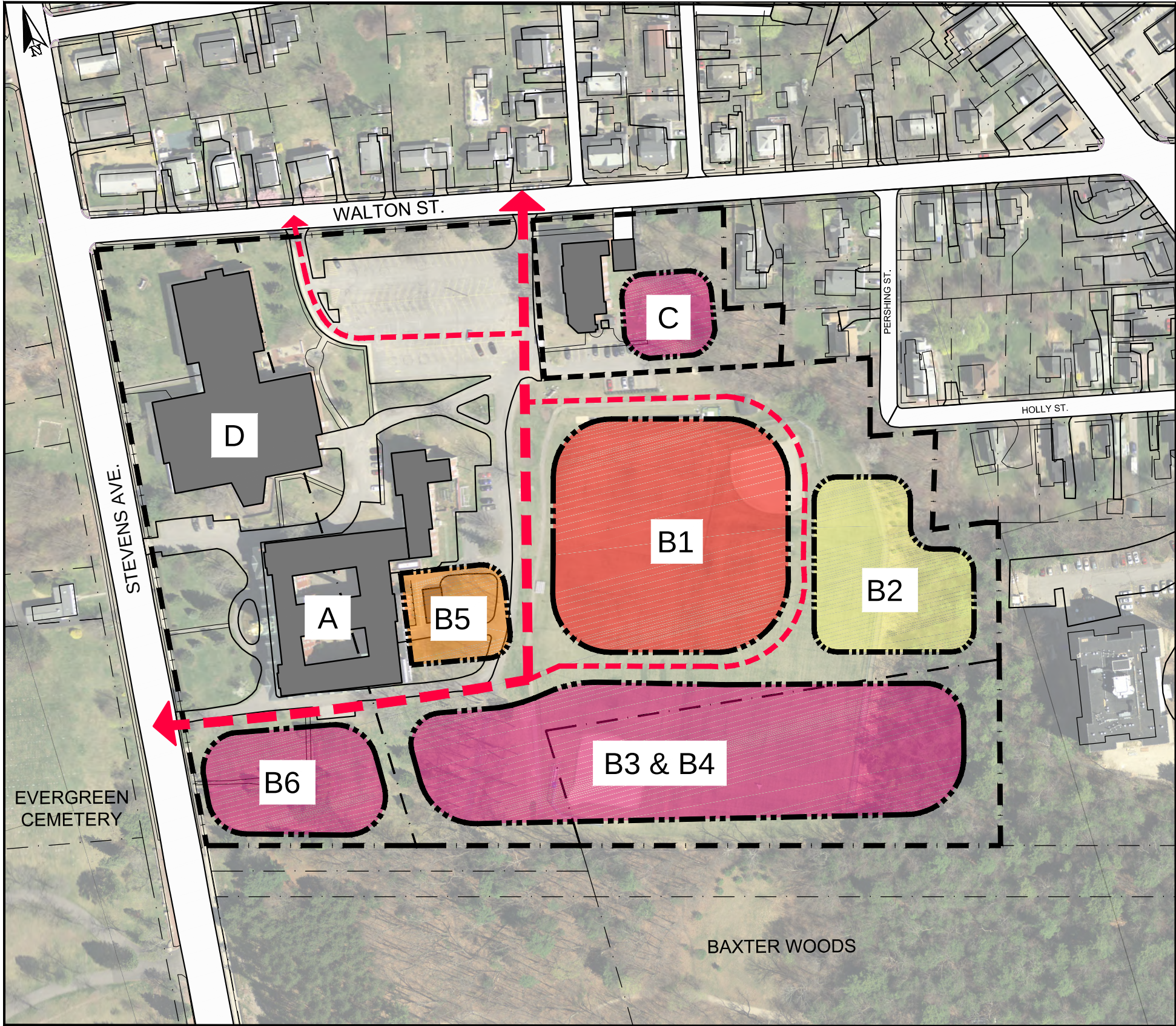
(Note: Please submit detailed calculations showing the derivation of your design flows, either in the space provided below, or attached, as a separate sheet)

Notes, Comments or Calculation

McAuley Place Water Demand Estimate

Phase	Use	Demand/Unit	Units	Demand (gpd)
1	Affordable Senior Living Apartments	77	88	6,776
2	Independent Resident Apartments			
	Single Occupancy	60	69	4,140
	Double Occupancy	120	23	2,760
3	Independent Townhouse/Apartment			
	Single Occupancy	60	70	4,200
	Double Occupancy	120	70	8,400
4	Assisted Living Units in Motherhouse	77	36	2,772
5	Independent Apartments - St Catherine's			
	Single Occupancy	60	19	1,140
	Double Occupancy	120	19	2,280
	TOTAL MASTER PLAN WATER DEMAND			32,468

CONCEPTUAL SITE PLAN



McAuley Place
CONCEPTUAL MASTER PLAN

COMPONENT DESCRIPTIONS

	# OF UNITS
A <u>AFFORDABLE SENIOR LIHTC</u> Renovation of Mother house into affordable senior housing using LIHTC and Historic Tax Credits.	88 +/-
B <u>MARKET RATE SENIOR LIVING</u> 1. New construction of Main Lodge. Includes independent living apartments, dining, fitness, community activity space 2. New construction, Senior Independent Living Apartments connected to Main Lodge 3. New construction, Senior Independent Living Apartments 4. New construction, Senior Independent Living Apartments , high end 5. Assisted living community for 24-36 seniors 6. New construction, Senior Independent Living Apartments	160-270
C <u>SAINT CATHERINE'S REDEVELOPMENT</u> Renovation and expansion of existing apartment building, 18-20 new apartments	38
D <u>POTENTIAL FUTURE COMMERCIAL MIXED USE</u> High School / future commercial mixed use	N/A
TOTAL # OF UNITS	286 - 369

LEGEND

	EX. PROPERTY LINE
	PROP. PROPERTY LINE
	PRIMARY CIRCULATION
	SECONDARY CIRCULATION
	MAIN LODGE - COMMUNITY CENTER
	INDEPENDENT LIVING
	SEMI-INDEPENDENT LIVING
	ASSISTED LIVING



D-Series Pole Mount LED Area Luminaire



d-series

Specifications Luminaire

EPA: 0.8 ft²
(0.7 m²)

Series	LEDs	Drive current	Color temperature	Distribution	Voltage	Mounting ³	Control Options
DSXWPM LED	10C 10 LEDs (one engine)	350 350 mA 530 530 mA	30K 3000K 40K 4000K	T2S Type II short	MVOLT ¹	SPUMBA Square pole universal mounting adapter	Shipped installed PE Photoelectric cell, button type ⁴ DMG 0-10V dimming driver (no controls)
	20C 20 LEDs (two engines)	700 700 mA 1000 1000 mA (1 A)	50K 5000K AMBPC Amber phosphor converted	T3S Type III short	120 ¹		
				T3M Type III medium	208 ¹	RPUMBA Round pole universal mounting adapter	PIR Motion/ambient light sensor, <15' mtg ht ^{5,6}
				T4M Type IV medium	240 ¹		
				TFTM Forward throw medium	277 ¹	PUMBA Square and round universal mounting adapters	PIRH Motion/ambient light sensor, 15-30' mtg ht ^{5,6}
				T5M Type V medium	347 ²		
				T5S Type V short	480 ²		
				T5A Type V area			
				T5W Type V wide			
				ASYDF Asymmetric diffuse			
				SYMDF Symmetric diffuse			

Other Options

Finish (required)

Shipped installed

SF Single fuse (120, 277, 347V)⁷
DF Double fuse (208, 240, 480V)⁷
HS House-side shield⁸

Shipped separately⁸

BSW Bird-deterrent spike
WG Wire guard
VG Vandal guard
DDL Diffused drop lens

DDBXD Dark bronze
DBLXD Black
DNAXD Natural aluminum
DWHXD White

DSSXD Sandstone
DDBTXD Textured dark bronze
DBLBXD Textured black
DNATXD Textured natural aluminum

DWHGXD Textured white
DSSTXD Textured sandstone

INTENDED USE

The energy savings, long life and easy-to-install design of the D-Series Pole Mount make it the smart choice for area and site illumination for nearly any facility.

CONSTRUCTION

Two-piece die-cast aluminum housing has integral heat sink fins to optimize thermal management through conductive and convective cooling. Modular design allows for ease of maintenance. The LED driver is mounted to the door to thermally isolate it from the light engines for low operating temperature and long life. Housing is completely sealed against moisture and environmental contaminants (IP65).

FINISH

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

OPTICS

Precision-molded proprietary acrylic lenses provide multiple photometric distributions tailored specifically to area lighting applications. Light engines are available in 3000K, 4000K or 5000K with 70 min. CRI configurations.

ELECTRICAL

Light engine(s) consist of 10 high-efficacy LEDs mounted to a metal-core circuit board to maximize heat dissipation and promote long life (L88/100,000 hrs at 25°C). Class 1 electronic drivers have a power factor >90%, THD <20%, and a minimum 6KV surge rating. The luminaire meets a minimum Category C Low (per ANSI/IEEE C62.41.2).

INSTALLATION

Includes universal mounting plate, which utilizes existing drill patterns and allows for quick and easy installation. Stainless steel bolts fasten the mounting block



SSA					
Series	Nominal fixture mounting height	Nominal shaft base size/wall thickness	Mounting ¹	Options	Finish ¹⁰
SSA	8 – 35 feet (See back page.)	(See back page.)	<u>Tenon mounting</u> PT Open top T20 2-3/8" O.D. (2" NPS) T25 2-7/8" O.D. (2-1/2" NPS) T30 3-1/2" O.D. (3" NPS) ² T35 4" O.D. (3-1/2" NPS) ² <u>Drill mounting³</u> DM19 1 at 90° DM28 2 at 180° DM28PL 2 at 180° with one side plugged DM29 2 at 90° DM39 3 at 90° DM49 4 at 90° <u>CSX/DSX/AERIS™/OMERO™ Drill mounting³</u> DM19AS 1 at 90° DM28AS 2 at 180° DM29AS 2 at 90° DM39AS 3 at 90° DM49AS 4 at 90° <u>AERIS™ Suspend drill mounting^{3,4}</u> DMxxAST_ <u>OMERO™ Suspend drill mounting^{3,4}</u> DMxxMRT_	<u>Shipped installed</u> L/AB Less anchor bolts FBC Full base cover VD Vibration damper TP Tamper proof H1-18Axx Horizontal arm bracket (1 fixture) ^{5,6} FDLxx Festoon outlet less electrical ⁵ CPL12xx 1/2" coupling ⁵ CPL34xx 3/4" coupling ⁵ CPL1xx 1" coupling ⁵ NPL12xx 1/2" threaded nipple ⁵ NPL34xx 3/4" threaded nipple ⁵ NPL1xx 1" threaded nipple ⁵ EHHxx Extra handhole ^{5,7} MAEX Match existing ⁸ USPOM United States point of manufacture ⁹	<u>Standard colors</u> DDB Dark bronze DWH White DBL Black DMB Medium bronze DNA Natural aluminum BA Brushed aluminum <u>Classic colors</u> DSS Sandstone DGC Charcoal gray DTG Tennis green DBR Bright red DSB Steel blue <u>Class 1 architectural anodized</u> ABL Black ADB Dark bronze ANA Natural <u>Architectural colors (powder finish)¹⁰</u>

INTENDED USE — Square straight aluminum general purpose pole for up to 35 foot mounting heights.

CONSTRUCTION — Shaft: Made from extruded 6063-T6 or 6061-T6 aluminum alloy, square tube is uniform in cross-section down length of shaft with no taper.

Hand hole: Reinforced rectangular hand hole is located 18" above base, 4" poles have 2" x 4" hand hole; 5" and 6" poles have 2.5" x 4" hand hole). Hand-hole cover plate made from aluminum alloy.

Hardware: Stainless steel

Top cap: Removable top cap provided with drill-mount poles.

Bolt covers: Nut cover discs provided. Optional cast aluminum base cover available.

FINISH — Must specify finish.

GROUNDING — Provision located inside hand hole rim. Grounding hardware is not included (provided by others).

ANCHOR BOLTS — Fabricated from carbon steel bar with minimum-yield strength of 55,000 psi. Upper portion of anchor bolt is galvanized per ASTM A-153. Each anchor bolt is furnished with two hex nuts and two flat washers.



TECHNICAL INFORMATION										
Catalog Number	Nominal mount ht. (ft)	Pole Shaft Size (in x ft)	Wall Thick (in)	EPA (ft2) with 1.3 gust			Max.	Bolt Circle (in)	Bolt Size (in. x in. x in.)	Approximate ship (lbs.)
				80 mph	90 mph	100 mph				
SSA 10 4C	10	4.0 x 10.0	0.125	11.5	8.6	6.5	230	8.5-9.625	3/4 x 18 x 3	37



D-Series Size 1 LED Wall Luminaire

TYPES S2 and S2A



d-series

Specifications Luminaire

Width: 13-3/4"
(34.9 cm)

Weight: 12 lbs
(5.4 kg)

Depth: 10"
(25.4 cm)

Height: 6-3/8"
(16.2 cm)

Back Box (BBW, ELCW)

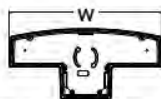
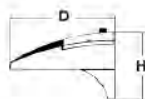
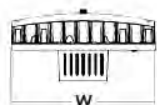
Width: 13-3/4"
(34.9 cm)

Depth: 4"
(10.2 cm)

Height: 6-3/8"
(16.2 cm)

BBW Weight: 5 lbs
(2.3 kg)

ELCW Weight: 10 lbs
(4.5 kg)



For 3/4" NPT side-entry conduit (BBW only)

Series	LEDs	Drive Current	Color temperature	Distribution	Voltage	Mounting	Control Options	Other Options	Finish <i>(required)</i>				
DSXW1 LED	10C 10 LEDs (one engine)	350 350 mA	30K 3000 K	T2S Type I Short	MVOLT ¹	Shipped included (blank) Surface mounting bracket BBW Surface-mounted back box (for combination entry) ³	Shipped installed PE Photoelectric cell, button type ⁴ DMG 0-10V dimming driver (no controls) PIR 180° motion/ambient light sensor, <1 mtg ht ⁵ PIRH 180° motion/ambient light sensor, 15-30' mtg ht ⁵ ELCW Emergency battery backup (includes external component enclosure) ⁶	Shipped installed SF Single fuse (120, 277 or 347V) ⁷ DF Double fuse (208, 240 or 480V) ⁷ HS House-side shield ⁸ SPD Separate surge protection ⁹	DDBXD Dark bronze DBLXD Black DNAXD Natural aluminum DWHXD White DSSXD Sandstone DDBTXD Textured dark bronze DBLBXD Textured black DNATXD Textured natural aluminum DWHGXD Textured white DSSTXD Textured sandstone				
	20C 20 LEDs (two engines)	530 530 mA	40K 4000 K	T2M Type II Medium	120 ¹								
		700 700 mA	50K 5000 K	T3S Type III Short	208 ¹								
		1000 1000mA (1 A)	AMBPC Amber phosphor converted	T3M Type III Medium	240 ¹								
				T4M Type IV Medium	277 ¹								
				TFTM Forward Throw Medium	347 ²								
				ASYDF Asym-metric diffuse	480 ²								
	Shipped separately												
	BSW Bird-deterrent spikes												
	WG Wire guard												
VG Vandal guard													
DDL Diffused drop lens													

INTENDED USE

The energy savings, long life and easy-to-install design of the D-Series Wall Size 1 make it the smart choice for building-mounted doorway and pathway illumination for nearly any facility.

CONSTRUCTION

Two-piece die-cast aluminum housing has integral heat sink fins to optimize thermal management through conductive and convective cooling. Modular design allows for ease of maintenance. The LED driver is mounted to the door to thermally isolate it from the light engines for low operating temperature and long life. Housing is completely sealed against moisture and environmental contaminants (IP65).

FINISH

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

OPTICS

Precision-molded proprietary acrylic lenses provide multiple photometric distributions tailored specifically to building mounted applications. Light engines are available in 3000 K (80 min. CRI), 4000 K (70 min. CRI) or 5000 K (70 CRI) configurations.



Exhibit 16

Stormwater Management and Erosion & Sedimentation Control

EXHIBIT 16
STORMWATER MANAGEMENT
&
EROSION AND SEDIMENTATION CONTROLS

The project has been designed to meet the DEP Chapter 500 and City of Portland Chapter 32 Stormwater Standards for stormwater management. The site does not currently contain any stormwater mitigation facilities. Currently surface flows are either collected in on-site catch basins and piped to one of two discharge pipes located under the athletic fields on Lot 4 or flow overland to the west to the wooded wetlands located at the base of the slope to the athletic fields.

The proposed site development will result in a minimal increase in impervious and developed areas due to the existing levels of pavement which will be removed or redeveloped as new parking, access drives and walks. Mitigation and treatment of the new paved and developed areas will be accomplished with the installation of two bio-cells (rain gardens) installed in grassed island on the west side of the main parking lot. The rain gardens will outlet to the existing stormdrain under the athletic field and to the wetlands to the west.

A drainage easement will be provided on Lot 4 over the existing drain line which will be amended in the future to integrate with the Lot 4 development stormwater system as future phases of development occur.

Refer to the separately bound Stormwater Management Report and Erosion and Sedimentation Control Plan report prepared by FST accompanying this submittal.

Exhibit 17

Metro Map

Metro Bus Service





STATE OF MAINE
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY
93 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0093

PAUL R. LePAGE
GOVERNOR

WALTER E. WHITCOMB
COMMISSIONER

June 26, 2015

VIA ELECTRONIC MAIL

Frederic Licht
Licht Environmental Design, LLC
35 Fran Circle
Gray, ME 04039

Re: Rare and exemplary botanical features in proximity to: Job 14.067, McAuley High School, Portland, Maine

Dear Mr. Licht:

I have searched the Natural Areas Program's Biological and Conservation Data System files in response to your request received June 26, 2015 for information on the presence of rare or unique botanical features documented from the vicinity of the project site in Portland, Maine. Rare and unique botanical features include the habitat of rare, threatened, or endangered plant species and unique or exemplary natural communities. Our review involves examining maps, manual and computerized records, other sources of information such as scientific articles or published references, and the personal knowledge of staff or cooperating experts.

Our official response covers only botanical features. For authoritative information and official response for zoological features you must make a similar request to the Maine Department of Inland Fisheries and Wildlife, 284 State Street, Augusta, Maine 04333.

According to the information currently in our Biological and Conservation Data System files, there are no rare botanical features documented specifically within the project area. Based on the information in our files and the landscape context of this project, there is a low probability that rare or significant botanical features occur at this project location.

This finding is available and appropriate for preparation and review of environmental assessments, but it is not a substitute for on-site surveys. Comprehensive field surveys do not exist for all natural areas in Maine, and in the absence of a specific field investigation, the Maine Natural Areas Program cannot provide a definitive statement on the presence or absence of unusual natural features at this site.

The Natural Areas Program is continuously working to achieve a more comprehensive database of exemplary natural features in Maine. We would appreciate the contribution of any information obtained should you decide to do field work. The Natural Areas Program welcomes coordination with individuals or organizations proposing environmental alteration, or conducting environmental assessments. If, however, data provided by the Natural Areas Program are to be published in any form, the Program should be informed at the outset and credited as the source.

Letter to Rick Licht
Comments RE: McAuley High School
June 26, 2015
Page 2 of 2

The Natural Areas Program has instituted a fee structure of \$75.00 an hour to recover the actual cost of processing your request for information. You will receive an invoice for \$150.00 for our services.

Thank you for using the Natural Areas Program in the environmental review process. Please do not hesitate to contact me if you have further questions about the Natural Areas Program or about rare or unique botanical features on this site.

Sincerely,



Don Cameron
Ecologist
Maine Natural Areas Program
207-287-8041
don.s.cameron@maine.gov

STORMWATER MANAGEMENT REPORT

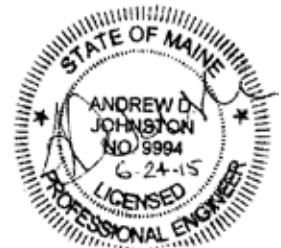
**MOTHERHOUSE SENIOR HOUSING
605 STEVENS AVENUE
PORTLAND, MAINE**

Prepared for:

**MOTHERHOUSE ASSOCIATES LP
100 COMMERCIAL STREET
SUITE 414
PORTLAND ME 04101**

Prepared by:

**FAY, SPOFFORD & THORNDIKE
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, MAINE 04106
(207) 775-1121**



JUNE 2015

STORMWATER MANAGEMENT REPORT

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Attachments

Attachment A	Pre-development & Post-development Watershed Maps
Attachment B	Water Quality Calculations
Attachment C	TR-20 Computations (HydroCAD)
	§ Pre-development Model
	§ Post-development Model
Attachment D	Stormwater Operations and Maintenance Manual

STORMWATER MANAGEMENT REPORT

I. INTRODUCTION

Fay, Spofford & Thorndike (FST) has prepared the following stormwater management analysis for redevelopment of the Sisters of Mercy Motherhouse site at 605 Stevens Avenue in the City of Portland, Maine. The existing building will be renovated to provide senior living apartment units and updated to meet current residential standards. The site work associated with this project includes reconfiguration of the access and parking around the building, utility upgrades and the provision of new stormwater infrastructure.

This stormwater management analysis has been prepared in accordance with the City of Portland City of Portland Technical Manual, Section 5 and the Maine Department of Environmental Protection (MaineDEP) Chapter 500 Regulations, as applicable in order to ensure that the planned development will not result in a degradation of water quality or any other significant impacts to locations downstream of the development site as a result of stormwater runoff.

Runoff from the existing impervious areas on the site drains to two locations. The roof drainage from the existing building drains via downspouts and underground piping directly into the combined sewer system that serves the site. The remaining site area drains to a system of catch basins and storm drains that run across the property in an easterly direction. The system discharges to a wetland complex at the foot of the embankment located along the eastern property line. There is no provision for stormwater treatment or detention on the property. The project comprises redevelopment of the existing site, including repaving of existing parking lots and access roads, reconfiguration of vehicular circulation patterns, and updating of utility and stormwater infrastructure. The total area of the site that will be impacted by the project is approximately 3.10 acres. Of this area, 0.84 acres is the footprint of the building, which will remain undisturbed, and 1.34 acres is repaving of existing parking lots and roadways, which is considered routine maintenance. This leaves a total disturbed area of just under one acre, which is below the threshold that requires a project to meet the General Standards under Chapter 500 Stormwater Law. The redevelopment of the site includes the removal of pavement to create landscaped islands and the addition of new pavement in existing landscaped areas to an almost equal degree. The net increase in pavement area as a result of the project will be approximately 2,000 square feet. This is negligible when considered in relation to the overall drainage area. Therefore, the stormwater management design for the project aims to meet the following key objectives:

- Ø Removal of the existing roof drain inflow to the combined sewer system that serves the property;
- Ø Water quality treatment of runoff from developed areas to the maximum extent practical;
- Ø Detention, as necessary to ensure no increase in peak runoff from the site under design storm conditions; and
- Ø The incorporation of Low Impact Design (LID) Best Management Practices (BMPs) to maximize groundwater recharge and ensure that there is no increase in surface runoff volume leaving the property.

II. EXISTING SITE CONDITIONS

The project site is approximately 4.5 acres in size and represents a lot to be subdivided from a larger overall parcel that totals approximately 19 acres and includes McAuley High School and

the associated facilities. The property is located on the east side of Stevens Avenue, just south of Walton Street.

The watershed area analyzed in this report includes the areas of the school and Motherhouse lot that drain towards the wetland at the eastern boundary of the property. The total area of the watershed is approximately 13.3 acres. The current impervious areas within the drainage area include the existing Motherhouse building, the High School building, and the associated paved access and circulation roads and paths, parking areas and courtyards. Other improvements include the current school playing fields, and landscaped and wooded areas around the perimeter of the property. It should be noted that the roof drains from the existing buildings at the site currently drain, via downspouts and underground piping, to the combined sewer system that serves the property. Site observations of the Motherhouse building indicate that approximately half of the downspouts are broken at, or above the ground surface, allowing roof runoff to drain directly to the ground adjacent to the building. For this reason, the existing conditions stormwater model includes half of the roof area from the Motherhouse building only in the subcatchment analysis. Roof runoff from the school building is excluded from the analysis as this drains to the sewer system in Walton Street.

The topography slopes in a generally easterly direction across the site, away from Stevens Avenue and towards the receiving wetland area. Slopes across most areas of the site are between 1% and 5%.

The existing project site is depicted on the drawings that are included in the Site Plan Review submission.

III. RECEIVING WATERS

The site drains in an easterly direction towards the wetland area located at the foot of the embankment, adjacent to the eastern property line. This entire area eventually drains into the municipal storm drain system in Forest Avenue.

IV. HISTORIC FLOODING

There are no reports of historic flooding on the project site. The site is within Flood Zone C, Areas of Minimal Flooding according to the FEMA Flood Insurance Rate Map for the area.

V. ALTERATIONS TO NATURAL DRAINAGE WAYS

There are no natural drainage ways on the site and therefore no alterations to natural drainage ways are proposed.

VI. METHODOLOGY AND MODELING ASSUMPTIONS

Runoff and routing calculations have been performed for the watershed areas affected by the proposed development under pre-development and post-development conditions scenarios. Time of concentration and runoff curve number calculations have been performed using the method described in Natural Resource Conservation Service (NRCS) Technical Release 55 (TR-55) – Urban Hydrology for Small Watersheds. The TR-20 based HydroCAD modeling software has been utilized to perform the more complex runoff and routing calculations, some of which are beyond the scope of the TR-55 method. Time of concentration calculations have been amended where the value given by the TR-55 method is less than six minutes (0.1 hour). In these cases a standard minimum value of six minutes has been used to keep this parameter within the acceptable working range of the model and prevent computational errors.

Design rainfall events have been modeled using the SCS Type III Hydrograph for 24-hour duration storms. The rainfall depth for each return period is taken from *Stormwater Management for Maine: Best Management Practices, Appendix A (Cumberland County)*. The rainfall depth values for standard design storm frequencies are shown in the table below:

TABLE 1				
24-Hour Rainfall Depths for Cumberland County at Design Storm Frequencies				
<i>Stormwater Management for Maine: Best Management Practices, Appendix A</i>				
Frequency	2-Year	10-Year	25-Year	100-Year
Rainfall Depth	3.0 in	4.7 in	5.5 in	6.7 in

Soil types in the area of the site have been identified using the Natural Resource Conservation Service (NRCS) Web Soil Survey. The soils mapped across most of the site are identified as Windsor series loamy sand soils. These are classified as Hydrologic Group "A". There is a small area of Paxton fine sandy loam soils towards the south end of the site. These soils are classified as Hydrologic Group "C". The Web Soil Survey information is supplemented by a more detailed geotechnical investigation of the site, undertaken by Summit GeoEngineering Services in March 2015. The investigations included a number of borings throughout the site, analysis and description of existing soil textures, and estimated infiltration rates for use in the design of stormwater Best Management Practices (BMPs). The report describes the subsurface conditions at the site as generally topsoil, or pavement overlying fill/reworked native soil, overlying marine fan deposits. The marine fan deposits consist of sandy, well drained soils that can be divided into two distinct layers. Groundwater was observed at elevations between 5.4 feet and 11.4 feet below the surface. Infiltration rates were estimated from grain size analysis results at boring locations B-6 (depth 5-7 feet) and B-8 (depth 10-12 feet). The hydraulic conductivity of the native soil material is stated as 60in/hr. For the purposes of design of stormwater BMPs that include an infiltration component, a conservative infiltration rate of 7.5in/hr has been used.

The existing topography of the site was determined by field survey and the existing vegetative cover was identified by site inspection. The following table includes a list of the surficial soil types that were identified on the project site, along with their associated Hydrologic Soil Group (HSG).

TABLE 2	
Soils	Hydrologic Soil Group
Windsor	A
Paxton	C

A stormwater management model has been developed for the project using the base information described above. In the pre-development conditions scenario the site is represented by a single subcatchment area that includes all areas that drain to the wetland located at the foot of the embankment, at the east end of the property. In the post-development conditions scenario the site has been divided further into several small subcatchment areas to allow the effects of localized storage and treatment Best Management Practices (BMPs) to be analyzed. Outflow from the post-development subcatchments is combined at a single design point that represent the same discharge location to the downstream wetland as that analyzed under the pre-development scenario. This allows direct comparison of pre-development and post-development runoff rates and volumes at this location.

The stormwater management system for the project has been designed to effectively capture, detain and treat runoff from developed areas of the site before allowing it to discharge in a non-erosive manner to downstream areas. NRCS Code 378, the Stormwater Management for Maine: Best Management Practices (MEDEP, 2006) and the Maine Erosion and Sedimentation Control Handbook for Construction: Best Management Practices (March 1991) have been used as guidelines in the design of the stormwater system.

VII. PROPOSED BMPS

The stormwater management system for the project has been designed to meet several key objectives. These are:

- Ø Removal of the existing roof drain inflow to the combined sewer system that serves the property;
- Ø Water quality treatment of runoff from developed areas to the maximum extent practical;
- Ø Detention, as necessary to ensure no increase in peak runoff from the site under design storm conditions; and
- Ø The incorporation of Low Impact Design (LID) Best Management Practices (BMPs) to maximize groundwater recharge and ensure that there is no increase in surface runoff volume leaving the property.

The proposed stormwater management BMPs include filtering roof drip strips, two small bioretention cells, and an infiltration trench that will capture, detain and treat runoff in accordance with the design standards described in Stormwater Management for Maine Technical BMPs Manual. The design aims to utilize the high infiltration rates associated with the granular onsite soils to maximize water quality treatment efficiency, promote groundwater recharge and reduce both the peak runoff rate and the volume of surface runoff leaving the property.

The filtering drip strips extend all around the perimeter of the building and will allow the downspouts that are still intact to be disconnected from the combined sewer system. The architectural program calls for excavation of the foundation walls and application of waterproofing and insulation. The addition of new foundation drainage will allow the installation of the drip strip material with a free drainage outlet to the new storm drain system. Runoff from small storm events will infiltrate directly to the underlying soils. The drip strips provide sufficient storage in the void space of the stone material to detain the Water Quality volume for the contributing roof area.

The two new bioretention cells are located on the east side of the new parking area adjacent to the rear entrance to the building. These will make use of existing green space surrounding several large trees that will be retained and incorporated into the project. Runoff from the parking area will drain by sheet flow to the bioretention cells, which are depressed below the surrounding pavement. A pea stone filter is provided at the edge of pavement to provide pre-treatment and removal of large suspended solids. The bioretention cell offers treatment by filtering runoff through a native soil media before allowing it to infiltrate to the underlying soils. Underdrain piping is provided as an overflow for excess groundwater during large storm events. A secondary emergency overflow grate is also provided above the storage elevation with an outlet to the downstream storm drain system.

The bioretention cell provides storage and treatment for the Water Quality Volume (WQV) from the contributing area. This is defined as 1.0 inches of runoff from all contributing impervious areas and 0.4 inches of runoff from all landscaped areas.

The infiltration trench is located on the east side of the main access road, just west of the athletic field. A five foot wide grass filter strip is provided between the edge of pavement and the infiltration trench. This will allow pre-treatment and removal of gross solids from runoff entering the BMP from the adjacent paved area. The infiltration trench is designed to capture, treat and discharge runoff from the contributing area to the underlying soils. As in the example of the bioretention cells, an underdrain is provided above the base of the BMP as an overflow in case of large storm events.

The water quantity analysis performed for the development demonstrates that there will be no increase in peak flows at the design point, for design storms of 2-Year, 10-year and 25-year frequencies. Water quality treatment calculations demonstrate that the BMPs are adequately sized in accordance with current stormwater standards.

A maintenance schedule for the new storm water BMPs will ensure that the stormwater management system is kept in good order and continues to function as designed. A copy of the Stormwater System Maintenance Schedule is included in Attachment D of this report.

VIII. STORMWATER QUANTITY ANALYSIS

A. Predevelopment Conditions

Under the predevelopment conditions scenario the site is divided into a single subcatchment area, representing the watershed draining to the wetland located along the eastern property line. A summary of the subcatchment area included in the pre-development model is given in the table as follows:

TABLE 3 PREDEVELOPMENT SITE CONDITIONS			
Subarea	Area (square feet)	CN	Time of Concentration (min.)
101	579,629	55	15.5

Full details pre-development subcatchment areas, cover conditions and time of concentration flow paths are described in detail in the supporting HydroCAD documentation included in Attachment C of this report. A Predevelopment Conditions Watershed Plan is included in Attachment A of this report.

B. Post-Development Conditions

Under the post-development conditions scenario, the site is divided into small subcatchment areas to allow the effect of the new stormwater BMPs to be accurately modeled. The total area of analysis remains the same as in the pre-development conditions, and runoff from all areas is combined at a Design Point at the same location as the pre-development discharge point to the receiving wetland.

A summary of the subcatchment areas included in the post-development model is given in the table as follows:

TABLE 4 POST-DEVELOPMENT SITE CONDITIONS			
Subarea	Area (square feet)	CN	Time of Concentration (minutes)
201	537,572	53	15.5
210	15,676	81	6.0
211	7,303	74	6.0
212	9,701	73	6.0
221	9,601	94	6.0
222	4,490	95	6.0
223	4,520	94	6.0
224	6,069	94	6.0

Full details of the post-development subcatchment areas, cover conditions and time of concentration flow paths are described in detail in the supporting HydroCAD documentation included in Attachment C of this report. A Post-Development Conditions Watershed Plan is included in Attachment A of this report.

IX. WATER QUANTITY ANALYSIS SUMMARY

The table below summarizes the peak runoff values and runoff volumes for pre-development and post-development conditions during each of the analyzed design storm events.

TABLE 5 SUMMARY OF PEAK RUNOFF VALUES (CFS) AND RUNOFF VOLUMES (AC-FT)				
Storm Event	Peak Runoff Rate (cfs)		Runoff Volume (ac-ft)	
	Pre-Development	Post-Development	Pre-Development	Post-Development
2-Year	0.81	0.43	0.216	0.154
10-Year	7.27	6.21	0.926	0.771
25-Year	12.10	10.98	1.374	1.187

X. STORM WATER QUALITY ANALYSIS

A. Water Quality Treatment Measures

The project has been designed in accordance to provide water quality treatment for runoff from the property to the extent practical. There is currently no provision for water quality treatment or detention of runoff from the property. The project will result in a minimal net increase in the paved area at the site (approximately 2,000sf). Runoff from the impervious area associated with the roof of the existing building will also be removed from the combined sewer system and will drain to the stormwater system after treatment in filtering drip strips. The proposed BMPs will provide treatment for over an acre of impervious area at the site, in accordance with current State Stormwater Standards. This will result in a significant benefit to runoff water quality from the site. Water quality computations are provided in Attachment B.

XI. EROSION AND SEDIMENTATION CONTROL

A comprehensive Erosion and Sediment Control Report has been prepared that includes Best Management Practices (BMPs) associated with the proposed construction activities.

The Erosion and Sediment Control Report outlines the required construction measures and techniques that will reduce potential degradation of the water quality at downstream locations. Temporary erosion control measures will be incorporated during construction, and long-term surface stabilization practices have been designed as part of the site development, thus minimizing the potential for erosion and sediment transport. These measures include the constructed BMPs for filtration of runoff from smaller storm events, riprap, permanent seeding and other vegetative stabilization measures. Detailed information on the specific erosion and sedimentation control practices that are to be used on the site are provided on the following plan sheet, which will be included as part of the construction documents for the project.

XII. MAINTENANCE OF FACILITIES

The effectiveness of water quality management provisions and other components of the stormwater management system are dependent on their design, upkeep, and maintenance to assure they meet their intended function over an extended period of time. It is critical that the stormwater management facilities are regularly inspected and that maintenance is performed on an as-needed basis.

A Stormwater Management Inspection and Maintenance Manual has been prepared specifically for the project and is included in Attachment D of this section.

XIII. CONCLUSIONS

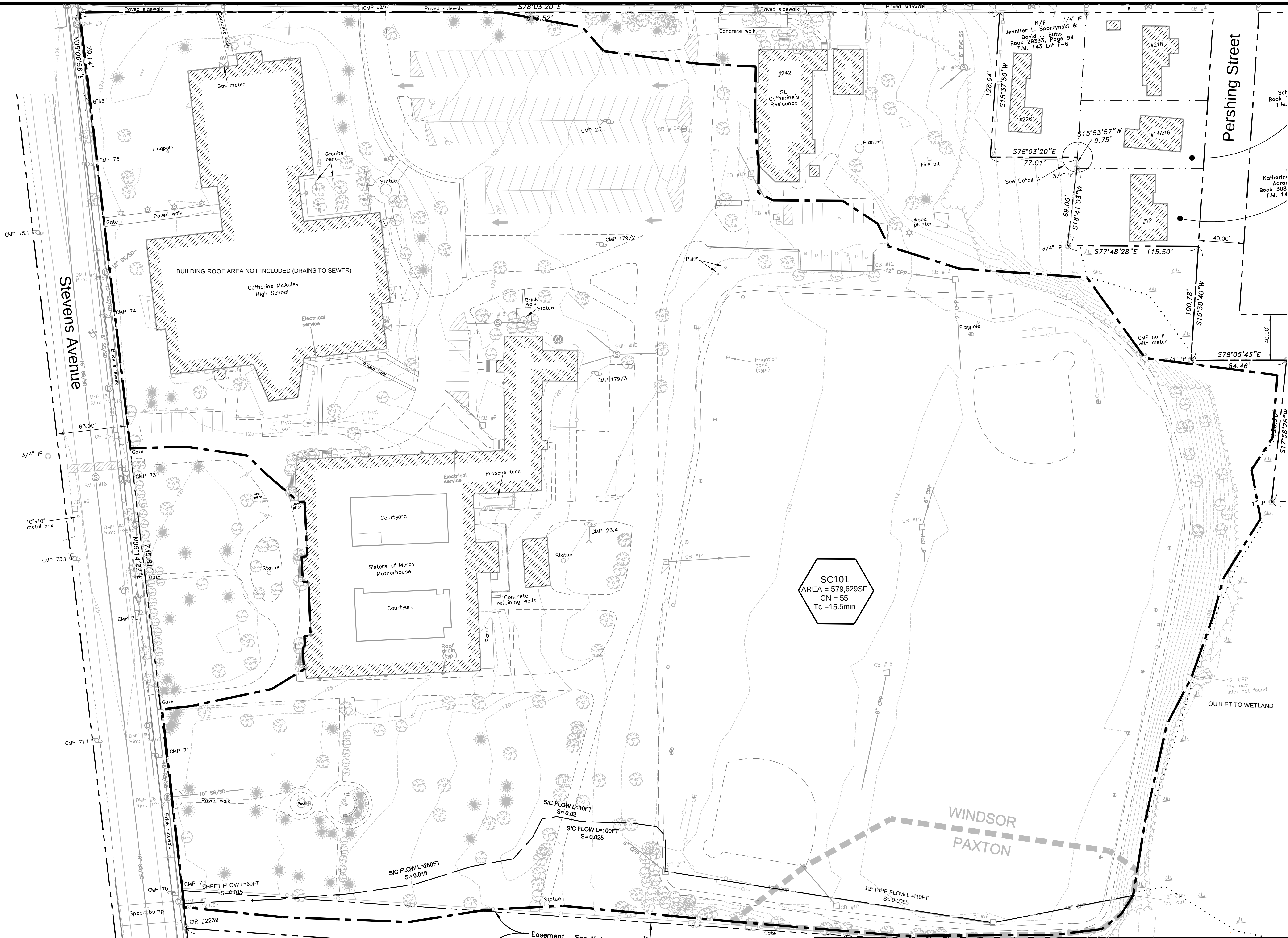
The stormwater management system designed for this project will mitigate impacts of development on stormwater runoff peak discharge rates and provide treatment of non-point source pollutants in the runoff in accordance with current State and local standards. Based on the analysis described herein, it is expected that runoff from the proposed development will not cause adverse impacts to downstream properties.

XIV. ATTACHMENTS

- Attachment A – Predevelopment & Post-development Watershed Maps
- Attachment B – Water Quality and Wet Pond Calculations
- Attachment C – TR-20 Computations (HydroCAD)
- Attachment D – Stormwater Operations and Maintenance Manual

ATTACHMENT A

Predevelopment & Post-development Watershed Maps



PRELIMINARY - NOT FOR CONSTRUCTION

REV	DATE	DESCRIPTION
1	06.24.15	ISSUED FOR SITE PLAN REVIEW
REVISIONS		

STATE OF MAINE

ANDREW D. JOHNSTON

NO. 9994

6-24-15

REGISTERED PROFESSIONAL ENGINEER

P.E. ANDREW D. JOHNSTON

LIC. #9994

PROJECT	MOTHERHOUSE SENIOR HOUSING
SHEET TITLE	PRE-DEVELOPMENT WATERSHED PLAN
CLIENT	MOTHERHOUSE ASSOCIATES LP

FST

FAY, SPOFFORD & THORNDIKE

ENGINEERS • PLANNERS • SCIENTISTS

778 MAIN ST., SUITE 8, SOUTH PORTLAND, ME 04106

DRAWN: ADJ

DESIGNED: ADJ

CHECKED: ADJ

FILE NAME: WSHED-PRE

SHEET

DATE: JUNE 2015

SCALE: 1" = 40'

JOB NO. SP-M162

C 9.0



Stevens Avenue

Pershing Street

Holly Street

SC223
AREA = 4520SF
CN = 94
Tc = 6.0min

SC224
AREA = 6069SF
CN = 94
Tc = 6.0min

SC210
AREA = 15,676SF
CN = 81
Tc = 6.0min

SC201
AREA = 537,572SF
CN = 53
Tc = 15.5min

SC211
AREA = 7303SF
CN = 74
Tc = 6.0min

SC212
AREA = 9701SF
CN = 73
Tc = 6.0min

SC222
AREA = 4490SF
CN = 95
Tc = 6.0min

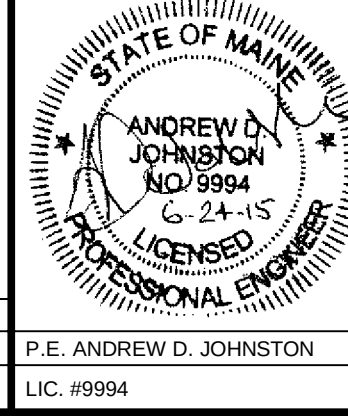
SC221
AREA = 9601SF
CN = 94
Tc = 6.0min

DESIGN POINT
1



PRELIMINARY - NOT FOR CONSTRUCTION

REV	DATE	DESCRIPTION
1	06.24.15	ISSUED FOR SITE PLAN REVIEW
REVISIONS		



PROJECT	MOTHERHOUSE SENIOR HOUSING
SHEET TITLE	POST-DEVELOPMENT WATERSHED PLAN
CLIENT	MOTHERHOUSE ASSOCIATES LP

FST FAY, SPOFFORD & THORNDIKE ENGINEERS · PLANNERS · SCIENTISTS 778 MAIN ST, SUITE 8, SOUTH PORTLAND, ME 04106	
DRAWN: ADJ	DATE: JUNE 2015
DESIGNED: ADJ	SCALE: 1" = 40'
CHECKED: ADJ	JOB NO. SP-M162
FILE NAME: WSHED-POST	
SHEET	C 9.1

ATTACHMENT B

Water Quality Calculations

605 Stevens Avenue Stormwater Areas

Pre-Development Area Summary

Subcatchment 101

Cover Condition	Grass (good) HSG A	Gravel HSG A	Woods /Grass HSG A	Grass (good) HSG C	Gravel HSG C	Pavement Concrete	Roof	TOTAL	IMPERVIOUS
CN	39	76	32	74	89	98	98	55	
Area	376618	22142	25724	23810	1860	112860	16615.5	579629.5	153477.5

TOTAL PRE-DEVELOPMENT AREA 579629.5 SF
TOTAL PRE-DEVELOPMENT IMPERVIOUS AREA 153477.5 SF

Post-Development Area Summary

Subcatchment 201

Cover Condition	Grass (good) HSG A	Gravel HSG A	Woods /Grass HSG A	Grass (good) HSG C	Gravel HSG C	Pavement Concrete	Roof	TOTAL	IMPERVIOUS
CN	39	76	32	74	89	98	98	53	
Area	365759	17506	25724	23810	1860	92620	10293	537572	122279

Subcatchment 210

Cover Condition	Grass (good) HSG A	Gravel HSG A	Woods /Grass HSG A	Grass (good) HSG C	Gravel HSG C	Pavement Concrete	Roof	TOTAL	IMPERVIOUS
CN	39	76	32	80	91	98	98	81	
Area	4452	0	0	0	0	11224	0	15676	11224

WQV= 1084

Subcatchment 211

Cover Condition	Grass (good) HSG A	Gravel HSG A	Woods /Grass HSG A	Grass (good) HSG C	Gravel HSG C	Pavement Concrete	Roof	TOTAL	IMPERVIOUS
CN	39	76	32	80	91	98	98	74	
Area	3004	0	0	0	0	4299	0	7303	4299

WQV= 458

Subcatchment 212

Cover Condition	Grass (good) HSG A	Gravel HSG A	Woods /Grass HSG A	Grass (good) HSG C	Gravel HSG C	Pavement Concrete	Roof	TOTAL	IMPERVIOUS
CN	39	76	32	80	91	98	98	73	
Area	4135	0	0	0	0	5566	0	9701	5566

WQV= 602

Subcatchment 221

Cover Condition	Grass (good) HSG A	Gravel HSG A	Woods /Grass HSG A	Grass (good) HSG C	Gravel HSG C	Pavement Concrete	Roof	TOTAL	IMPERVIOUS
CN	39	76	32	80	91	98	98	94	
Area	0	1600	0	0	0	0	8000	9600	9600

WQV= 800

Subcatchment 222

Cover Condition	Grass (good) HSG A	Gravel HSG A	Woods /Grass HSG A	Grass (good) HSG C	Gravel HSG C	Pavement Concrete	Roof	TOTAL	IMPERVIOUS
CN	39	76	32	80	91	98	98	95	
Area	0	600	0	0	0	0	3890	4490	4490

WQV= 374

Subcatchment 223

Cover Condition	Grass (good) HSG A	Gravel HSG A	Woods /Grass HSG A	Grass (good) HSG C	Gravel HSG C	Pavement Concrete	Roof	TOTAL	IMPERVIOUS
CN	39	76	32	80	91	98	98	94	
Area	0	720	0	0	0	0	3800	4520	4520

WQV= 377

Subcatchment 224

Cover Condition	Grass (good) HSG A	Gravel HSG A	Woods /Grass HSG A	Grass (good) HSG C	Gravel HSG C	Pavement Concrete	Roof	TOTAL	IMPERVIOUS
CN	39	76	32	80	91	98	98	94	
Area	0	1120	0	0	0	0	4949	6069	6069

WQV= 506

<u>TOTAL POST-DEVELOPMENT AREA</u>	<u>594931 SF</u>
<u>TOTAL POST-DEVELOPMENT IMPERVIOUS AREA</u>	<u>168047 SF</u>
<u>TOTAL TREATED POST-DEVELOPMENT IMPERVIOUS AREA</u>	<u>45768 SF</u>

605 Stevens Ave - Post-Development

Type III 24-hr 2-Year Storm Rainfall=3.00"

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Stage-Area-Storage for Pond DS-2: Drip Strip

Elevation (feet)	Surface (sq-ft)	Storage (cubic-feet)	Elevation (feet)	Surface (sq-ft)	Storage (cubic-feet)
115.00	1,600	0	117.70	1,600	1,568
115.05	1,600	32	117.75	1,600	1,600
115.10	1,600	64	117.80	1,600	1,632
115.15	1,600	96	117.85	1,600	1,664
115.20	1,600	128	117.90	1,600	1,696
115.25	1,600	160	117.95	1,600	1,728
115.30	1,600	192	118.00	1,600	1,760
115.35	1,600	224	118.05	1,600	1,792
115.40	1,600	256	118.10	1,600	1,824
115.45	1,600	288	118.15	1,600	1,856
115.50	1,600	320	118.20	1,600	1,888
115.55	1,600	352	118.25	1,600	1,920
115.60	1,600	384	118.30	1,600	1,952
115.65	1,600	416	118.35	1,600	1,984
115.70	1,600	448	118.40	1,600	2,016
115.75	1,600	480	118.45	1,600	2,048
115.80	1,600	512	118.50	1,600	2,080
115.85	1,600	544	118.55	1,600	2,112
115.90	1,600	576	118.60	1,600	2,144
115.95	1,600	608	118.65	1,600	2,176
116.00	1,600	640	118.70	1,600	2,208
116.05	1,600	664	118.75	1,600	2,240
116.10	1,600	688	118.80	1,600	2,272
116.15	1,600	712	118.85	1,600	2,304
116.20	1,600	736	118.90	1,600	2,336
116.25	1,600	760	118.95	1,600	2,368
116.30	1,600	784	119.00	1,600	2,400
116.35	1,600	808	119.05	1,600	2,432
116.40	1,600	832	119.10	1,600	2,464
116.45	1,600	856	119.15	1,600	2,496
116.50	1,600	880	119.20	1,600	2,528
116.55	1,600	904	119.25	1,600	2,560
116.60	1,600	928	119.30	1,600	2,592
116.65	1,600	952	119.35	1,600	2,624
116.70	1,600	976	119.40	1,600	2,656
116.75	1,600	1,000	119.45	1,600	2,688
116.80	1,600	1,024	119.50	1,600	2,720
116.85	1,600	1,048	119.55	1,600	2,752
116.90	1,600	1,072	119.60	1,600	2,784
116.95	1,600	1,096	119.65	1,600	2,816
117.00	1,600	1,120	119.70	1,600	2,848
117.05	1,600	1,152	119.75	1,600	2,880
117.10	1,600	1,184	119.80	1,600	2,912
117.15	1,600	1,216	119.85	1,600	2,944
117.20	1,600	1,248	119.90	1,600	2,976
117.25	1,600	1,280	119.95	1,600	3,008
117.30	1,600	1,312	120.00	1,600	3,040
117.35	1,600	1,344			
117.40	1,600	1,376			
117.45	1,600	1,408			
117.50	1,600	1,440			
117.55	1,600	1,472			
117.60	1,600	1,504			
117.65	1,600	1,536			

605 Stevens Ave - Post-Development

Type III 24-hr 2-Year Storm Rainfall=3.00"

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Stage-Area-Storage for Pond DS-3: Drip Strip

Elevation (feet)	Surface (sq-ft)	Storage (cubic-feet)	Elevation (feet)	Surface (sq-ft)	Storage (cubic-feet)
115.00	1,600	0	117.70	1,600	1,568
115.05	1,600	32	117.75	1,600	1,600
115.10	1,600	64	117.80	1,600	1,632
115.15	1,600	96	117.85	1,600	1,664
115.20	1,600	128	117.90	1,600	1,696
115.25	1,600	160	117.95	1,600	1,728
115.30	1,600	192	118.00	1,600	1,760
115.35	1,600	224	118.05	1,600	1,792
115.40	1,600	256	118.10	1,600	1,824
115.45	1,600	288	118.15	1,600	1,856
115.50	1,600	320	118.20	1,600	1,888
115.55	1,600	352	118.25	1,600	1,920
115.60	1,600	384	118.30	1,600	1,952
115.65	1,600	416	118.35	1,600	1,984
115.70	1,600	448	118.40	1,600	2,016
115.75	1,600	480	118.45	1,600	2,048
115.80	1,600	512	118.50	1,600	2,080
115.85	1,600	544	118.55	1,600	2,112
115.90	1,600	576	118.60	1,600	2,144
115.95	1,600	608	118.65	1,600	2,176
116.00	1,600	640	118.70	1,600	2,208
116.05	1,600	664	118.75	1,600	2,240
116.10	1,600	688	118.80	1,600	2,272
116.15	1,600	712	118.85	1,600	2,304
116.20	1,600	736	118.90	1,600	2,336
116.25	1,600	760	118.95	1,600	2,368
116.30	1,600	784	119.00	1,600	2,400
116.35	1,600	808	119.05	1,600	2,432
116.40	1,600	832	119.10	1,600	2,464
116.45	1,600	856	119.15	1,600	2,496
116.50	1,600	880	119.20	1,600	2,528
116.55	1,600	904	119.25	1,600	2,560
116.60	1,600	928	119.30	1,600	2,592
116.65	1,600	952	119.35	1,600	2,624
116.70	1,600	976	119.40	1,600	2,656
116.75	1,600	1,000	119.45	1,600	2,688
116.80	1,600	1,024	119.50	1,600	2,720
116.85	1,600	1,048	119.55	1,600	2,752
116.90	1,600	1,072	119.60	1,600	2,784
116.95	1,600	1,096	119.65	1,600	2,816
117.00	1,600	1,120	119.70	1,600	2,848
117.05	1,600	1,152	119.75	1,600	2,880
117.10	1,600	1,184	119.80	1,600	2,912
117.15	1,600	1,216	119.85	1,600	2,944
117.20	1,600	1,248	119.90	1,600	2,976
117.25	1,600	1,280	119.95	1,600	3,008
117.30	1,600	1,312	120.00	1,600	3,040
117.35	1,600	1,344			
117.40	1,600	1,376			
117.45	1,600	1,408			
117.50	1,600	1,440			
117.55	1,600	1,472			
117.60	1,600	1,504			
117.65	1,600	1,536			

605 Stevens Ave - Post-Development

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Stage-Area-Storage for Pond DS-4: Drip Strip

Elevation (feet)	Surface (sq-ft)	Storage (cubic-feet)	Elevation (feet)	Surface (sq-ft)	Storage (cubic-feet)
115.00	1,600	0	117.70	1,600	1,568
115.05	1,600	32	117.75	1,600	1,600
115.10	1,600	64	117.80	1,600	1,632
115.15	1,600	96	117.85	1,600	1,664
115.20	1,600	128	117.90	1,600	1,696
115.25	1,600	160	117.95	1,600	1,728
115.30	1,600	192	118.00	1,600	1,760
115.35	1,600	224	118.05	1,600	1,792
115.40	1,600	256	118.10	1,600	1,824
115.45	1,600	288	118.15	1,600	1,856
115.50	1,600	320	118.20	1,600	1,888
115.55	1,600	352	118.25	1,600	1,920
115.60	1,600	384	118.30	1,600	1,952
115.65	1,600	416	118.35	1,600	1,984
115.70	1,600	448	118.40	1,600	2,016
115.75	1,600	480	118.45	1,600	2,048
115.80	1,600	512	118.50	1,600	2,080
115.85	1,600	544	118.55	1,600	2,112
115.90	1,600	576	118.60	1,600	2,144
115.95	1,600	608	118.65	1,600	2,176
116.00	1,600	640	118.70	1,600	2,208
116.05	1,600	664	118.75	1,600	2,240
116.10	1,600	688	118.80	1,600	2,272
116.15	1,600	712	118.85	1,600	2,304
116.20	1,600	736	118.90	1,600	2,336
116.25	1,600	760	118.95	1,600	2,368
116.30	1,600	784	119.00	1,600	2,400
116.35	1,600	808	119.05	1,600	2,432
116.40	1,600	832	119.10	1,600	2,464
116.45	1,600	856	119.15	1,600	2,496
116.50	1,600	880	119.20	1,600	2,528
116.55	1,600	904	119.25	1,600	2,560
116.60	1,600	928	119.30	1,600	2,592
116.65	1,600	952	119.35	1,600	2,624
116.70	1,600	976	119.40	1,600	2,656
116.75	1,600	1,000	119.45	1,600	2,688
116.80	1,600	1,024	119.50	1,600	2,720
116.85	1,600	1,048	119.55	1,600	2,752
116.90	1,600	1,072	119.60	1,600	2,784
116.95	1,600	1,096	119.65	1,600	2,816
117.00	1,600	1,120	119.70	1,600	2,848
117.05	1,600	1,152	119.75	1,600	2,880
117.10	1,600	1,184	119.80	1,600	2,912
117.15	1,600	1,216	119.85	1,600	2,944
117.20	1,600	1,248	119.90	1,600	2,976
117.25	1,600	1,280	119.95	1,600	3,008
117.30	1,600	1,312	120.00	1,600	3,040
117.35	1,600	1,344			
117.40	1,600	1,376			
117.45	1,600	1,408			
117.50	1,600	1,440			
117.55	1,600	1,472			
117.60	1,600	1,504			
117.65	1,600	1,536			

605 Stevens Ave - Post-Development

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Stage-Area-Storage for Pond DS1: Drip Strip

Elevation (feet)	Surface (sq-ft)	Storage (cubic-feet)	Elevation (feet)	Surface (sq-ft)	Storage (cubic-feet)
115.00	1,600	0	117.70	1,600	1,568
115.05	1,600	32	117.75	1,600	1,600
115.10	1,600	64	117.80	1,600	1,632
115.15	1,600	96	117.85	1,600	1,664
115.20	1,600	128	117.90	1,600	1,696
115.25	1,600	160	117.95	1,600	1,728
115.30	1,600	192	118.00	1,600	1,760
115.35	1,600	224	118.05	1,600	1,792
115.40	1,600	256	118.10	1,600	1,824
115.45	1,600	288	118.15	1,600	1,856
115.50	1,600	320	118.20	1,600	1,888
115.55	1,600	352	118.25	1,600	1,920
115.60	1,600	384	118.30	1,600	1,952
115.65	1,600	416	118.35	1,600	1,984
115.70	1,600	448	118.40	1,600	2,016
115.75	1,600	480	118.45	1,600	2,048
115.80	1,600	512	118.50	1,600	2,080
115.85	1,600	544	118.55	1,600	2,112
115.90	1,600	576	118.60	1,600	2,144
115.95	1,600	608	118.65	1,600	2,176
116.00	1,600	640	118.70	1,600	2,208
116.05	1,600	664	118.75	1,600	2,240
116.10	1,600	688	118.80	1,600	2,272
116.15	1,600	712	118.85	1,600	2,304
116.20	1,600	736	118.90	1,600	2,336
116.25	1,600	760	118.95	1,600	2,368
116.30	1,600	784	119.00	1,600	2,400
116.35	1,600	808	119.05	1,600	2,432
116.40	1,600	832	119.10	1,600	2,464
116.45	1,600	856	119.15	1,600	2,496
116.50	1,600	880	119.20	1,600	2,528
116.55	1,600	904	119.25	1,600	2,560
116.60	1,600	928	119.30	1,600	2,592
116.65	1,600	952	119.35	1,600	2,624
116.70	1,600	976	119.40	1,600	2,656
116.75	1,600	1,000	119.45	1,600	2,688
116.80	1,600	1,024	119.50	1,600	2,720
116.85	1,600	1,048	119.55	1,600	2,752
116.90	1,600	1,072	119.60	1,600	2,784
116.95	1,600	1,096	119.65	1,600	2,816
117.00	1,600	1,120	119.70	1,600	2,848
117.05	1,600	1,152	119.75	1,600	2,880
117.10	1,600	1,184	119.80	1,600	2,912
117.15	1,600	1,216	119.85	1,600	2,944
117.20	1,600	1,248	119.90	1,600	2,976
117.25	1,600	1,280	119.95	1,600	3,008
117.30	1,600	1,312	120.00	1,600	3,040
117.35	1,600	1,344			
117.40	1,600	1,376			
117.45	1,600	1,408			
117.50	1,600	1,440			
117.55	1,600	1,472			
117.60	1,600	1,504			
117.65	1,600	1,536			

605 Stevens Ave - Post-Development

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Stage-Area-Storage for Pond IT-1: Infiltration Trench

Elevation (feet)	Surface (sq-ft)	Storage (cubic-feet)	Elevation (feet)	Surface (sq-ft)	Storage (cubic-feet)
112.00	1,250	0	114.70	1,250	1,100
112.05	1,250	19	114.75	1,250	1,125
112.10	1,250	37	114.80	1,250	1,150
112.15	1,250	56	114.85	1,250	1,175
112.20	1,250	75	114.90	1,250	1,200
112.25	1,250	94	114.95	1,250	1,225
112.30	1,250	112	115.00	1,250	1,250
112.35	1,250	131	115.05	1,250	1,275
112.40	1,250	150	115.10	1,250	1,300
112.45	1,250	169	115.15	1,250	1,325
112.50	1,250	188	115.20	1,250	1,350
112.55	1,250	206	115.25	1,250	1,375
112.60	1,250	225	115.30	1,250	1,400
112.65	1,250	244	115.35	1,250	1,425
112.70	1,250	263	115.40	1,250	1,450
112.75	1,250	281	115.45	1,250	1,475
112.80	1,250	300	115.50	1,250	1,500
112.85	1,250	319	115.55	1,250	1,525
112.90	1,250	338	115.60	1,250	1,550
112.95	1,250	356	115.65	1,250	1,575
113.00	1,250	375	115.70	1,250	1,600
113.05	1,250	394	115.75	1,250	1,625
113.10	1,250	412	115.80	1,250	1,650
113.15	1,250	431	115.85	1,250	1,675
113.20	1,250	450	115.90	1,250	1,700
113.25	1,250	469	115.95	1,250	1,725
113.30	1,250	487	116.00	1,250	1,750
113.35	1,250	506	116.05	1,250	1,775
113.40	1,250	525	116.10	1,250	1,800
113.45	1,250	544	116.15	1,250	1,825
113.50	1,250	563	116.20	1,250	1,850
113.55	1,250	581	116.25	1,250	1,875
113.60	1,250	600	116.30	1,250	1,900
113.65	1,250	619	116.35	1,250	1,925
113.70	1,250	638	116.40	1,250	1,950
113.75	1,250	656	116.45	1,250	1,975
113.80	1,250	675	116.50	1,250	2,000
113.85	1,250	694	116.55	1,250	2,025
113.90	1,250	713	116.60	1,250	2,050
113.95	1,250	731	116.65	1,250	2,075
114.00	1,250	750	116.70	1,250	2,100
114.05	1,250	775	116.75	1,250	2,125
114.10	1,250	800	116.80	1,250	2,150
114.15	1,250	825	116.85	1,250	2,175
114.20	1,250	850	116.90	1,250	2,200
114.25	1,250	875	116.95	1,250	2,225
114.30	1,250	900	117.00	1,250	2,250
114.35	1,250	925			
114.40	1,250	950			
114.45	1,250	975			
114.50	1,250	1,000			
114.55	1,250	1,025			
114.60	1,250	1,050			
114.65	1,250	1,075			

605 Stevens Ave - Post-Development

Type III 24-hr 2-Year Storm Rainfall=3.00"

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Stage-Area-Storage for Pond RG-1: Rain Garden

Elevation (feet)	Surface (sq-ft)	Storage (cubic-feet)	Elevation (feet)	Surface (sq-ft)	Storage (cubic-feet)
114.50	460	0	117.20	478	782
114.55	460	8	117.25	483	806
114.60	460	15	117.30	487	830
114.65	460	23	117.35	491	854
114.70	460	30	117.40	496	879
114.75	460	38	117.45	501	904
114.80	460	46	117.50	505	929
114.85	460	53	117.55	506	954
114.90	460	61	117.60	508	980
114.95	460	68	117.65	510	1,005
115.00	460	76	117.70	511	1,031
115.05	460	83	117.75	513	1,056
115.10	460	91	117.80	514	1,082
115.15	460	99	117.85	515	1,108
115.20	460	106	117.90	517	1,133
115.25	460	114	117.95	519	1,159
115.30	460	121	118.00	520	1,185
115.35	460	129			
115.40	460	137			
115.45	460	144			
115.50	460	152			
115.55	460	159			
115.60	460	167			
115.65	460	175			
115.70	460	182			
115.75	460	190			
115.80	460	197			
115.85	460	205			
115.90	460	213			
115.95	460	220			
116.00	460	228			
116.05	460	251			
116.10	460	274			
116.15	460	297			
116.20	460	320			
116.25	460	343			
116.30	460	366			
116.35	460	389			
116.40	460	412			
116.45	460	435			
116.50	460	458			
116.55	460	481			
116.60	460	504			
116.65	460	527			
116.70	460	550			
116.75	460	573			
116.80	460	596			
116.85	460	619			
116.90	460	642			
116.95	460	665			
117.00	460	688			
117.05	464	711			
117.10	469	734			
117.15	474	758			

605 Stevens Ave - Post-Development

Type III 24-hr 2-Year Storm Rainfall=3.00"

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Stage-Area-Storage for Pond RG-2: Rain Garden

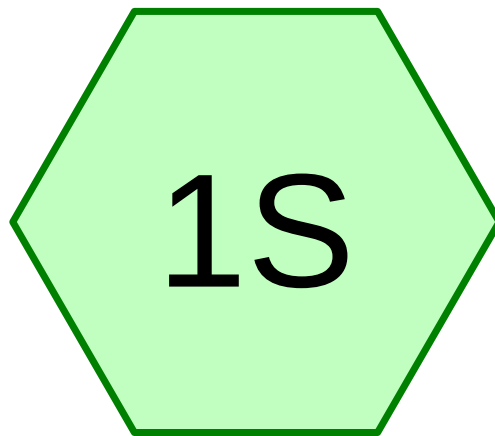
Elevation (feet)	Surface (sq-ft)	Storage (cubic-feet)	Elevation (feet)	Surface (sq-ft)	Storage (cubic-feet)
114.50	960	0	117.20	992	1,309
114.55	960	16	117.25	1,000	1,359
114.60	960	32	117.30	1,008	1,409
114.65	960	48	117.35	1,016	1,459
114.70	960	63	117.40	1,024	1,510
114.75	960	79	117.45	1,032	1,562
114.80	960	95	117.50	1,040	1,614
114.85	960	111	117.55	1,056	1,666
114.90	960	127	117.60	1,072	1,719
114.95	960	143	117.65	1,088	1,773
115.00	960	158	117.70	1,104	1,828
115.05	960	174	117.75	1,120	1,884
115.10	960	190	117.80	1,136	1,940
115.15	960	206	117.85	1,152	1,997
115.20	960	222	117.90	1,168	2,055
115.25	960	238	117.95	1,184	2,114
115.30	960	253	118.00	1,200	2,174
115.35	960	269			
115.40	960	285			
115.45	960	301			
115.50	960	317			
115.55	960	333			
115.60	960	348			
115.65	960	364			
115.70	960	380			
115.75	960	396			
115.80	960	412			
115.85	960	428			
115.90	960	444			
115.95	960	459			
116.00	960	475			
116.05	960	491			
116.10	960	507			
116.15	960	523			
116.20	960	539			
116.25	960	554			
116.30	960	570			
116.35	960	586			
116.40	960	602			
116.45	960	618			
116.50	960	634			
116.55	960	682			
116.60	960	730			
116.65	960	778			
116.70	960	826			
116.75	960	874			
116.80	960	922			
116.85	960	970			
116.90	960	1,018			
116.95	960	1,066			
117.00	960	1,114			
117.05	968	1,162			
117.10	976	1,210			
117.15	984	1,259			

ATTACHMENT C

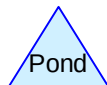
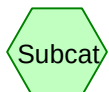
TR-20 Computations (HydroCAD)

- § Predevelopment Model**
- § Postdevelopment Model**

Pre-development Calculations



Existing Area to Wetland



Drainage Diagram for 605 Stevens Ave - Pre-Development
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605 Stevens Ave - Pre-Development

Type III 24-hr 2-Year Storm Rainfall=3.00"

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Time span=0.00-40.00 hrs, dt=0.05 hrs, 801 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 Area to Wetland Runoff Area=579,629 sf 22.03% Impervious Runoff Depth=0.19"
Flow Length=860' Tc=15.5 min CN=55 Runoff=0.81 cfs 0.216 af

Total Runoff Area = 13.306 ac Runoff Volume = 0.216 af Average Runoff Depth = 0.19"
77.97% Pervious = 10.375 ac 22.03% Impervious = 2.932 ac

605 Stevens Ave - Pre-Development

Type III 24-hr 2-Year Storm Rainfall=3.00"

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Summary for Subcatchment 1S: Existing Area to Wetland

Runoff = 0.81 cfs @ 12.52 hrs, Volume= 0.216 af, Depth= 0.19"

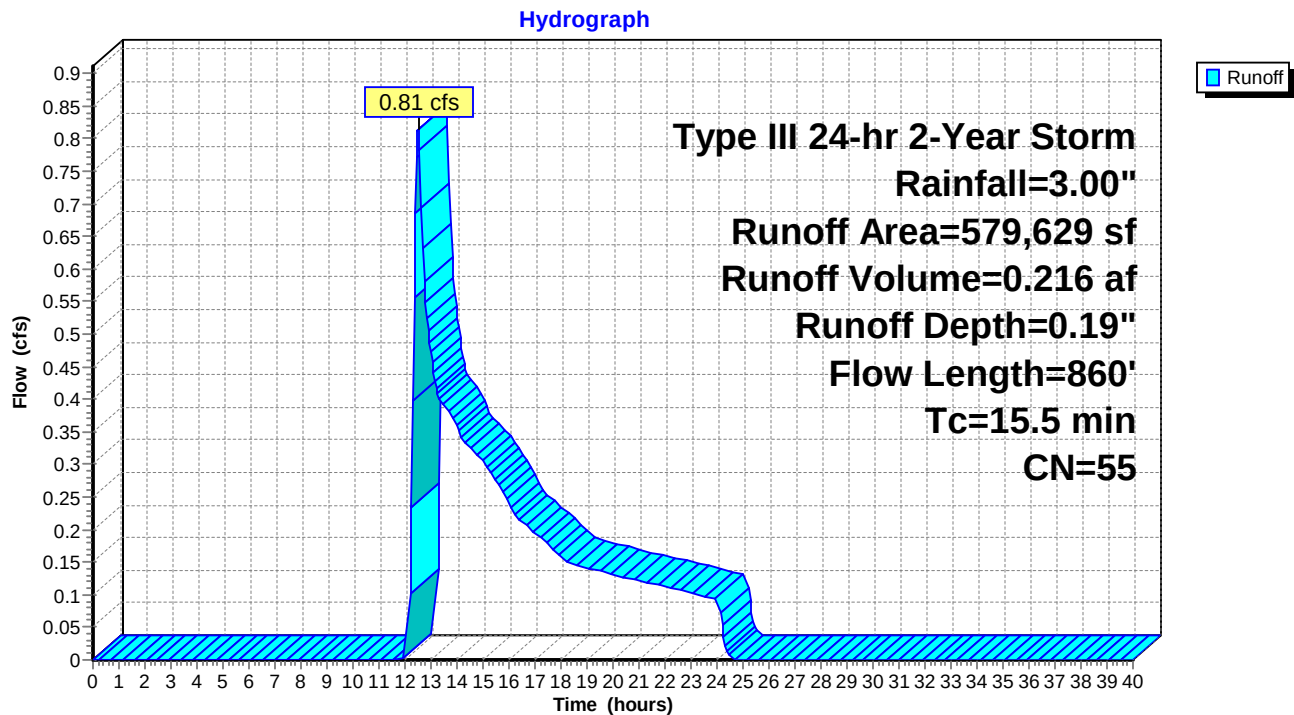
Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs

Type III 24-hr 2-Year Storm Rainfall=3.00"

Area (sf)	CN	Description
378,378	39	>75% Grass cover, Good, HSG A
22,142	76	Gravel roads, HSG A
25,724	32	Woods/grass comb., Good, HSG A
23,810	74	>75% Grass cover, Good, HSG C
1,860	89	Gravel roads, HSG C
111,100	98	Paved parking
* 16,615	98	Roof
579,629	55	Weighted Average
451,914		Pervious Area
127,715		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
11.0	60	0.0150	0.09		Sheet Flow, Grass
					Grass: Dense n= 0.240 P2= 3.00"
2.2	280	0.0180	2.16		Shallow Concentrated Flow, Grass
					Unpaved Kv= 16.1 fps
0.1	10	0.0200	2.87		Shallow Concentrated Flow, Paved
					Paved Kv= 20.3 fps
0.7	100	0.0250	2.55		Shallow Concentrated Flow, Grass
					Unpaved Kv= 16.1 fps
1.5	410	0.0085	4.53	3.56	Circular Channel (pipe), Pipe
					Diam= 12.0" Area= 0.8 sf Perim= 3.1' r= 0.25' n= 0.012
15.5	860	Total			

Subcatchment 1S: Existing Area to Wetland



605 Stevens Ave - Pre-Development

Type III 24-hr 10-Year Storm Rainfall=4.70"

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Time span=0.00-40.00 hrs, dt=0.05 hrs, 801 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 Area to Wetland Runoff Area=579,629 sf 22.03% Impervious Runoff Depth=0.83"
Flow Length=860' Tc=15.5 min CN=55 Runoff=7.27 cfs 0.926 af

Total Runoff Area = 13.306 ac Runoff Volume = 0.926 af Average Runoff Depth = 0.83"
77.97% Pervious = 10.375 ac 22.03% Impervious = 2.932 ac

605 Stevens Ave - Pre-Development

Type III 24-hr 10-Year Storm Rainfall=4.70"

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Summary for Subcatchment 1S: Existing Area to Wetland

Runoff = 7.27 cfs @ 12.27 hrs, Volume= 0.926 af, Depth= 0.83"

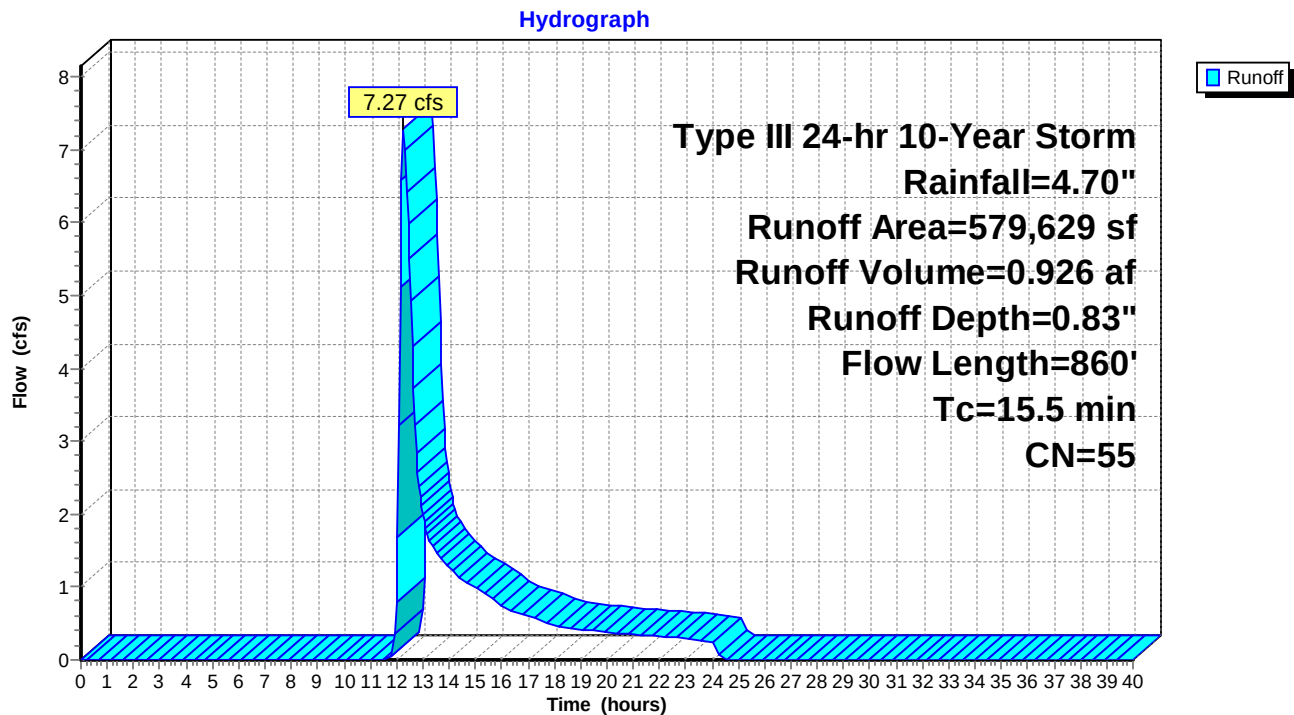
Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs

Type III 24-hr 10-Year Storm Rainfall=4.70"

Area (sf)	CN	Description
378,378	39	>75% Grass cover, Good, HSG A
22,142	76	Gravel roads, HSG A
25,724	32	Woods/grass comb., Good, HSG A
23,810	74	>75% Grass cover, Good, HSG C
1,860	89	Gravel roads, HSG C
111,100	98	Paved parking
* 16,615	98	Roof
579,629	55	Weighted Average
451,914		Pervious Area
127,715		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
11.0	60	0.0150	0.09		Sheet Flow, Grass
					Grass: Dense n= 0.240 P2= 3.00"
2.2	280	0.0180	2.16		Shallow Concentrated Flow, Grass
					Unpaved Kv= 16.1 fps
0.1	10	0.0200	2.87		Shallow Concentrated Flow, Paved
					Paved Kv= 20.3 fps
0.7	100	0.0250	2.55		Shallow Concentrated Flow, Grass
					Unpaved Kv= 16.1 fps
1.5	410	0.0085	4.53	3.56	Circular Channel (pipe), Pipe
					Diam= 12.0" Area= 0.8 sf Perim= 3.1' r= 0.25' n= 0.012
15.5	860	Total			

Subcatchment 1S: Existing Area to Wetland



605 Stevens Ave - Pre-Development

Type III 24-hr 25-Year Storm Rainfall=5.50"

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Time span=0.00-40.00 hrs, dt=0.05 hrs, 801 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 Area to Wetland Runoff Area=579,629 sf 22.03% Impervious Runoff Depth=1.24"
Flow Length=860' Tc=15.5 min CN=55 Runoff=12.10 cfs 1.374 af

Total Runoff Area = 13.306 ac Runoff Volume = 1.374 af Average Runoff Depth = 1.24"
77.97% Pervious = 10.375 ac 22.03% Impervious = 2.932 ac

605 Stevens Ave - Pre-Development

Type III 24-hr 25-Year Storm Rainfall=5.50"

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Summary for Subcatchment 1S: Existing Area to Wetland

Runoff = 12.10 cfs @ 12.25 hrs, Volume= 1.374 af, Depth= 1.24"

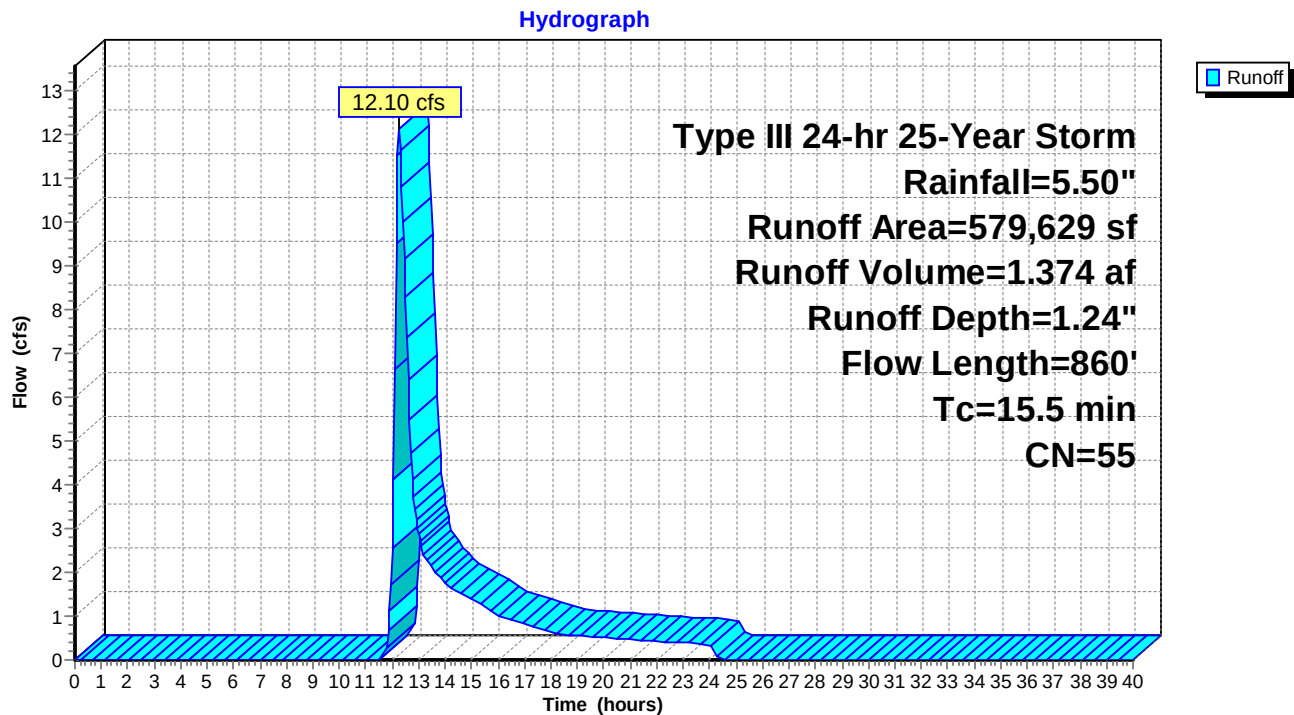
Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs

Type III 24-hr 25-Year Storm Rainfall=5.50"

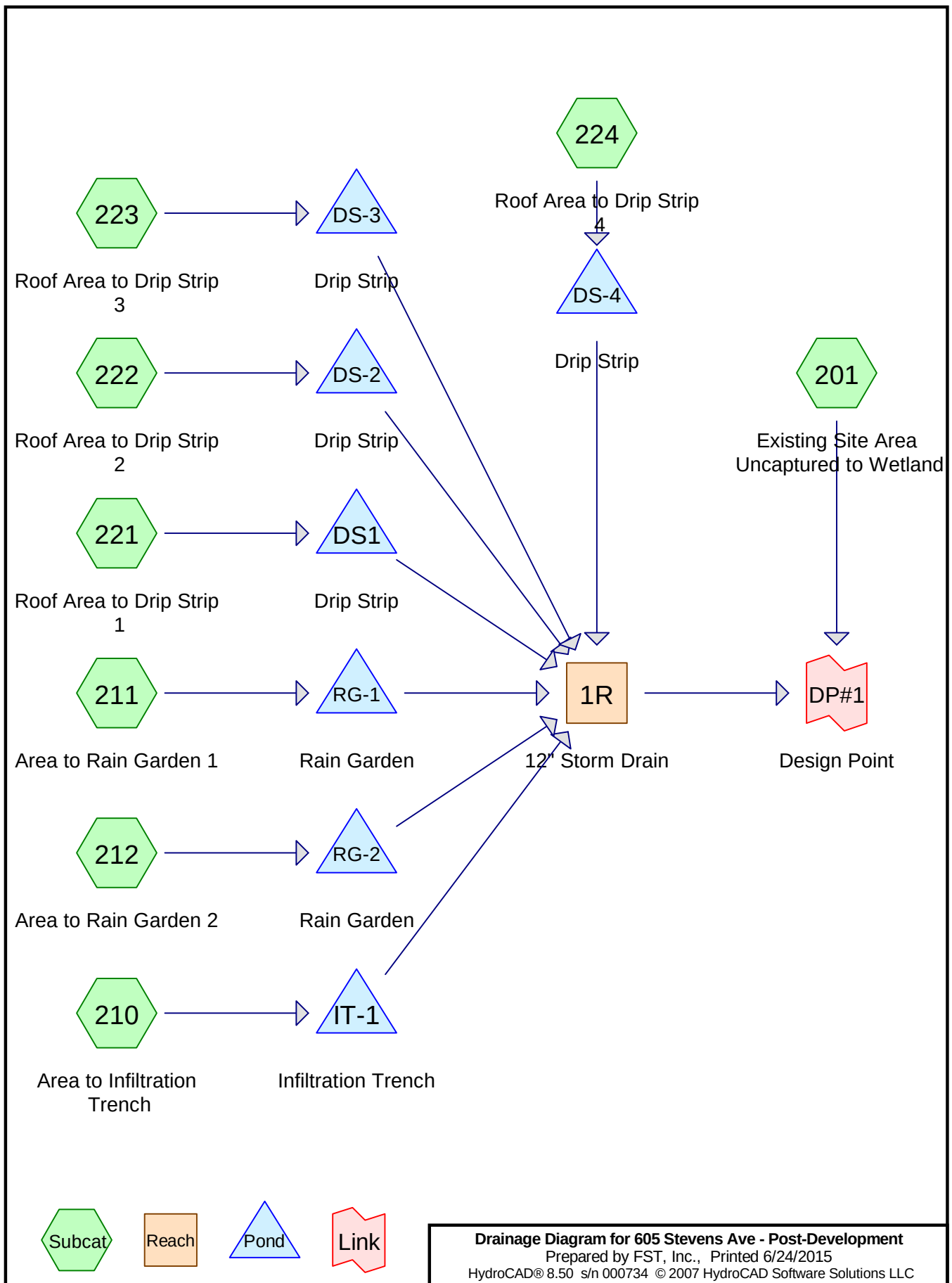
Area (sf)	CN	Description
378,378	39	>75% Grass cover, Good, HSG A
22,142	76	Gravel roads, HSG A
25,724	32	Woods/grass comb., Good, HSG A
23,810	74	>75% Grass cover, Good, HSG C
1,860	89	Gravel roads, HSG C
111,100	98	Paved parking
* 16,615	98	Roof
579,629	55	Weighted Average
451,914		Pervious Area
127,715		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
11.0	60	0.0150	0.09		Sheet Flow, Grass
					Grass: Dense n= 0.240 P2= 3.00"
2.2	280	0.0180	2.16		Shallow Concentrated Flow, Grass
					Unpaved Kv= 16.1 fps
0.1	10	0.0200	2.87		Shallow Concentrated Flow, Paved
					Paved Kv= 20.3 fps
0.7	100	0.0250	2.55		Shallow Concentrated Flow, Grass
					Unpaved Kv= 16.1 fps
1.5	410	0.0085	4.53	3.56	Circular Channel (pipe), Pipe
					Diam= 12.0" Area= 0.8 sf Perim= 3.1' r= 0.25' n= 0.012
15.5	860	Total			

Subcatchment 1S: Existing Area to Wetland



Post-development Calculations



605 Stevens Ave - Post-Development

Type III 24-hr 2-Year Storm Rainfall=3.00"

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Time span=0.00-40.00 hrs, dt=0.05 hrs, 801 points

Runoff by SCS TR-20 method, UH=SCS

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 201: Existing Site Area	Runoff Area=537,572 sf 19.14% Impervious Runoff Depth=0.15" Tc=15.5 min CN=53 Runoff=0.42 cfs 0.153 af
Subcatchment 210: Area to Infiltration Trench	Runoff Area=15,676 sf 71.60% Impervious Runoff Depth=1.31" Tc=6.0 min CN=81 Runoff=0.54 cfs 0.039 af
Subcatchment 211: Area to Rain Garden 1	Runoff Area=7,303 sf 58.87% Impervious Runoff Depth=0.91" Tc=6.0 min CN=74 Runoff=0.16 cfs 0.013 af
Subcatchment 212: Area to Rain Garden 2	Runoff Area=9,701 sf 57.38% Impervious Runoff Depth=0.86" Tc=6.0 min CN=73 Runoff=0.20 cfs 0.016 af
Subcatchment 221: Roof Area to Drip Strip 1	Runoff Area=9,600 sf 79.17% Impervious Runoff Depth=2.25" Tc=6.0 min CN=93 Runoff=0.55 cfs 0.041 af
Subcatchment 222: Roof Area to Drip Strip 2	Runoff Area=9,600 sf 79.17% Impervious Runoff Depth=2.25" Tc=6.0 min CN=93 Runoff=0.55 cfs 0.041 af
Subcatchment 223: Roof Area to Drip Strip 3	Runoff Area=9,600 sf 79.17% Impervious Runoff Depth=2.25" Tc=6.0 min CN=93 Runoff=0.55 cfs 0.041 af
Subcatchment 224: Roof Area to Drip Strip 4	Runoff Area=9,600 sf 79.17% Impervious Runoff Depth=2.25" Tc=6.0 min CN=93 Runoff=0.55 cfs 0.041 af
Reach 1R: 12" Storm Drain	Avg. Depth=0.04' Max Vel=1.20 fps Inflow=0.02 cfs 0.000 af D=12.0" n=0.012 L=440.0' S=0.0107 ' Capacity=3.99 cfs Outflow=0.01 cfs 0.000 af
Pond DS-2: Drip Strip	Peak Elev=115.26' Storage=167 cf Inflow=0.55 cfs 0.041 af Discarded=0.28 cfs 0.041 af Primary=0.00 cfs 0.000 af Outflow=0.28 cfs 0.041 af
Pond DS-3: Drip Strip	Peak Elev=115.26' Storage=167 cf Inflow=0.55 cfs 0.041 af Discarded=0.28 cfs 0.041 af Primary=0.00 cfs 0.000 af Outflow=0.28 cfs 0.041 af
Pond DS-4: Drip Strip	Peak Elev=115.26' Storage=167 cf Inflow=0.55 cfs 0.041 af Discarded=0.28 cfs 0.041 af Primary=0.00 cfs 0.000 af Outflow=0.28 cfs 0.041 af
Pond DS1: Drip Strip	Peak Elev=115.26' Storage=167 cf Inflow=0.55 cfs 0.041 af Discarded=0.28 cfs 0.041 af Primary=0.00 cfs 0.000 af Outflow=0.28 cfs 0.041 af
Pond IT-1: Infiltration Trench	Peak Elev=112.57' Storage=214 cf Inflow=0.54 cfs 0.039 af Discarded=0.22 cfs 0.039 af Primary=0.02 cfs 0.000 af Outflow=0.24 cfs 0.039 af
Pond RG-1: Rain Garden	Peak Elev=114.84' Storage=51 cf Inflow=0.16 cfs 0.013 af Discarded=0.08 cfs 0.013 af Primary=0.00 cfs 0.000 af Outflow=0.08 cfs 0.013 af
Pond RG-2: Rain Garden	Peak Elev=114.56' Storage=19 cf Inflow=0.20 cfs 0.016 af Discarded=0.17 cfs 0.016 af Primary=0.00 cfs 0.000 af Outflow=0.17 cfs 0.016 af

605 Stevens Ave - Post-Development

Type III 24-hr 2-Year Storm Rainfall=3.00"

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Link DP#1: Design Point

Inflow=0.43 cfs 0.154 af

Primary=0.43 cfs 0.154 af

Total Runoff Area = 13.973 ac Runoff Volume = 0.387 af Average Runoff Depth = 0.33"
74.63% Pervious = 10.428 ac 25.37% Impervious = 3.545 ac

Summary for Subcatchment 201: Existing Site Area Uncaptured to Wetland

Runoff = 0.42 cfs @ 12.57 hrs, Volume= 0.153 af, Depth= 0.15"

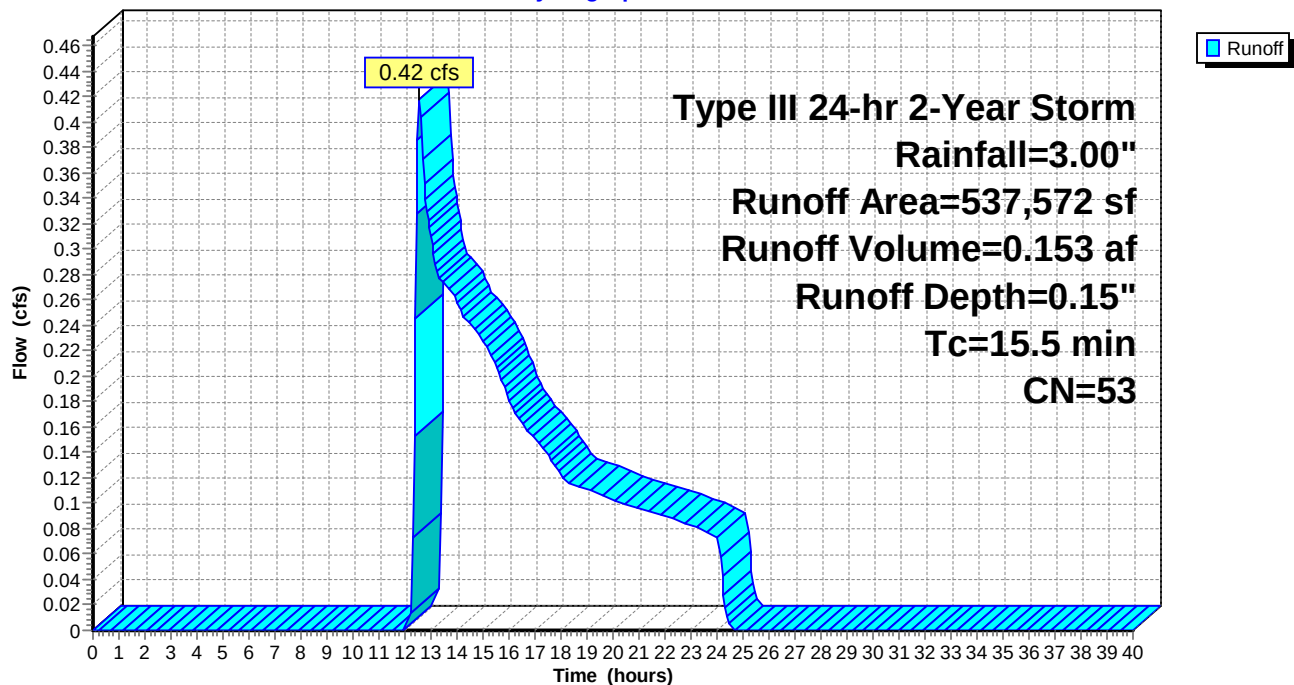
Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs
Type III 24-hr 2-Year Storm Rainfall=3.00"

Area (sf)	CN	Description
365,759	39	>75% Grass cover, Good, HSG A
17,506	76	Gravel roads, HSG A
25,724	32	Woods/grass comb., Good, HSG A
23,810	74	>75% Grass cover, Good, HSG C
1,860	89	Gravel roads, HSG C
* 92,620	98	Pavement
* 10,293	98	Roofs
537,572	53	Weighted Average
434,659		Pervious Area
102,913		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
15.5					Direct Entry,

Subcatchment 201: Existing Site Area Uncaptured to Wetland

Hydrograph



Summary for Subcatchment 210: Area to Infiltration Trench

Runoff = 0.54 cfs @ 12.10 hrs, Volume= 0.039 af, Depth= 1.31"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs

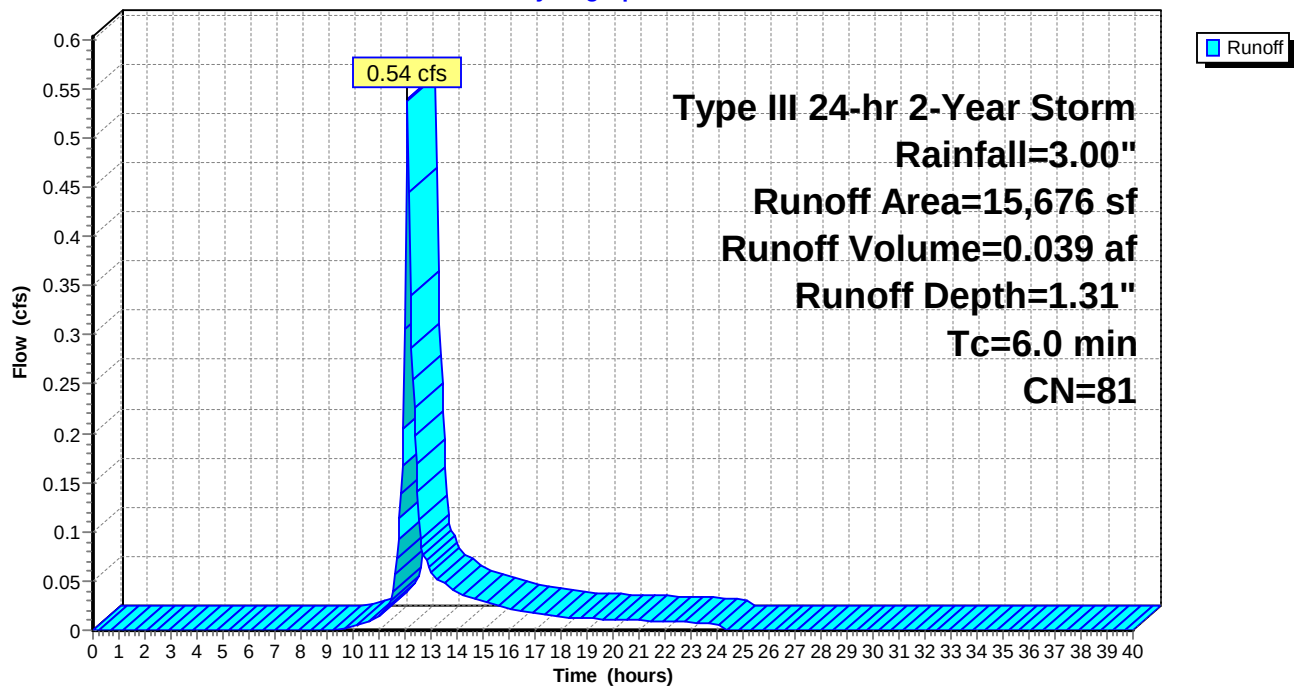
Type III 24-hr 2-Year Storm Rainfall=3.00"

Area (sf)	CN	Description
11,224	98	Paved parking & roofs
4,452	39	>75% Grass cover, Good, HSG A
15,676	81	Weighted Average
4,452		Pervious Area
11,224		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum Tc

Subcatchment 210: Area to Infiltration Trench

Hydrograph



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Type III 24-hr 2-Year Storm Rainfall=3.00"

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Summary for Subcatchment 211: Area to Rain Garden 1

Runoff = 0.16 cfs @ 12.10 hrs, Volume= 0.013 af, Depth= 0.91"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs

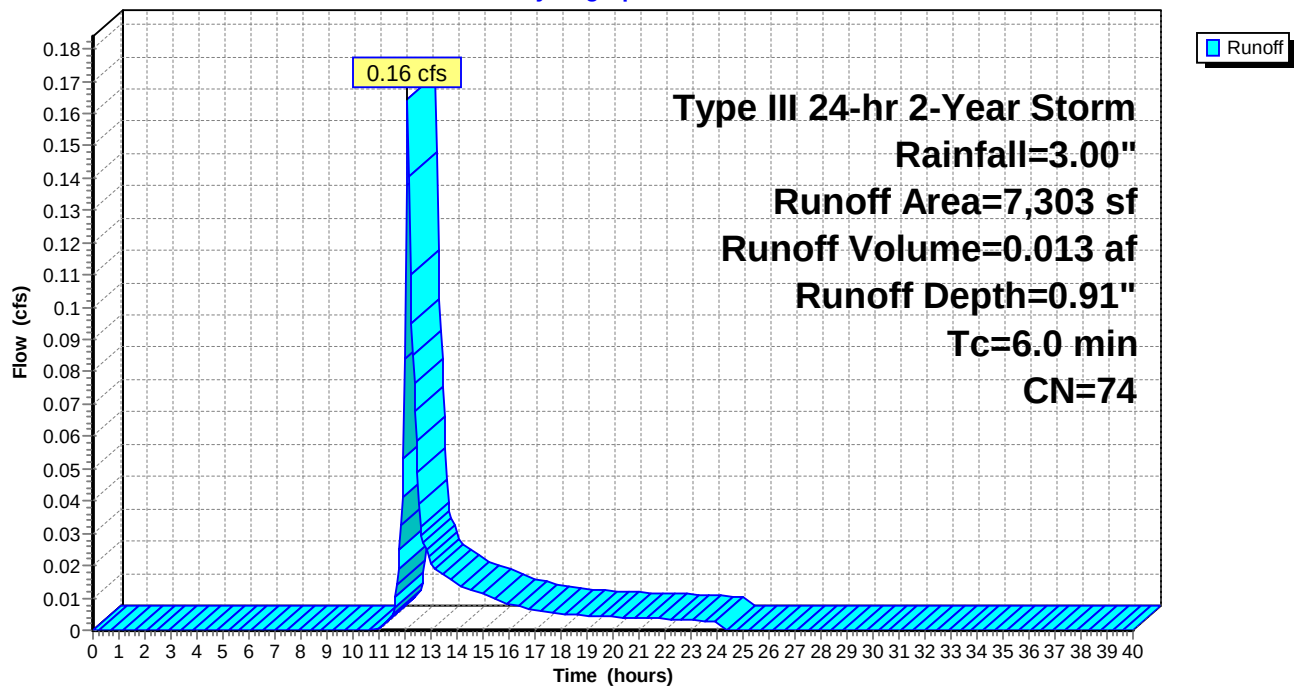
Type III 24-hr 2-Year Storm Rainfall=3.00"

Area (sf)	CN	Description
4,299	98	Paved parking & roofs
3,004	39	>75% Grass cover, Good, HSG A
7,303	74	Weighted Average
3,004		Pervious Area
4,299		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum Tc

Subcatchment 211: Area to Rain Garden 1

Hydrograph



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Type III 24-hr 2-Year Storm Rainfall=3.00"

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Summary for Subcatchment 212: Area to Rain Garden 2

Runoff = 0.20 cfs @ 12.10 hrs, Volume= 0.016 af, Depth= 0.86"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs

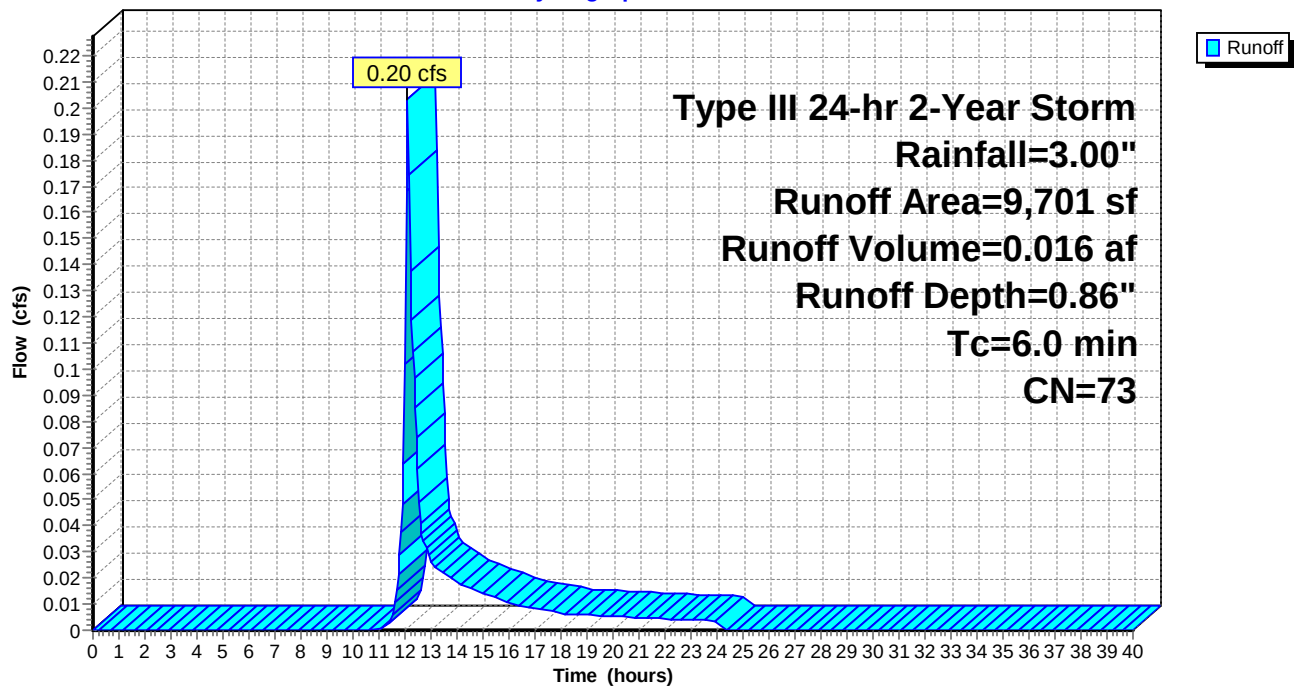
Type III 24-hr 2-Year Storm Rainfall=3.00"

Area (sf)	CN	Description
5,566	98	Paved parking & roofs
4,135	39	>75% Grass cover, Good, HSG A
9,701	73	Weighted Average
4,135		Pervious Area
5,566		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum Tc

Subcatchment 212: Area to Rain Garden 2

Hydrograph



Summary for Subcatchment 221: Roof Area to Drip Strip 1

Runoff = 0.55 cfs @ 12.09 hrs, Volume= 0.041 af, Depth= 2.25"

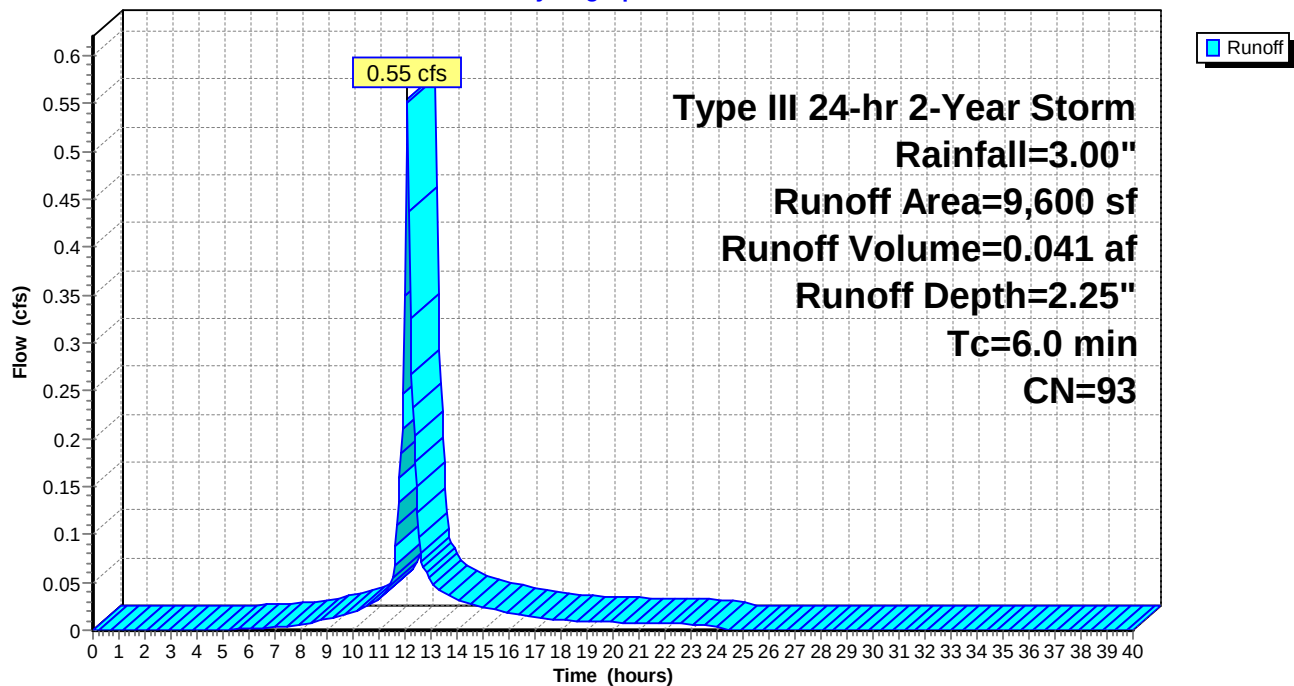
Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs
Type III 24-hr 2-Year Storm Rainfall=3.00"

	Area (sf)	CN	Description
*	7,600	98	Roofs
*	2,000	76	Drip stone, HSG A
	9,600	93	Weighted Average
	2,000		Pervious Area
	7,600		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum Tc

Subcatchment 221: Roof Area to Drip Strip 1

Hydrograph



605 Stevens Ave - Post-Development

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Type III 24-hr 2-Year Storm Rainfall=3.00"

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Summary for Subcatchment 222: Roof Area to Drip Strip 2

Runoff = 0.55 cfs @ 12.09 hrs, Volume= 0.041 af, Depth= 2.25"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs

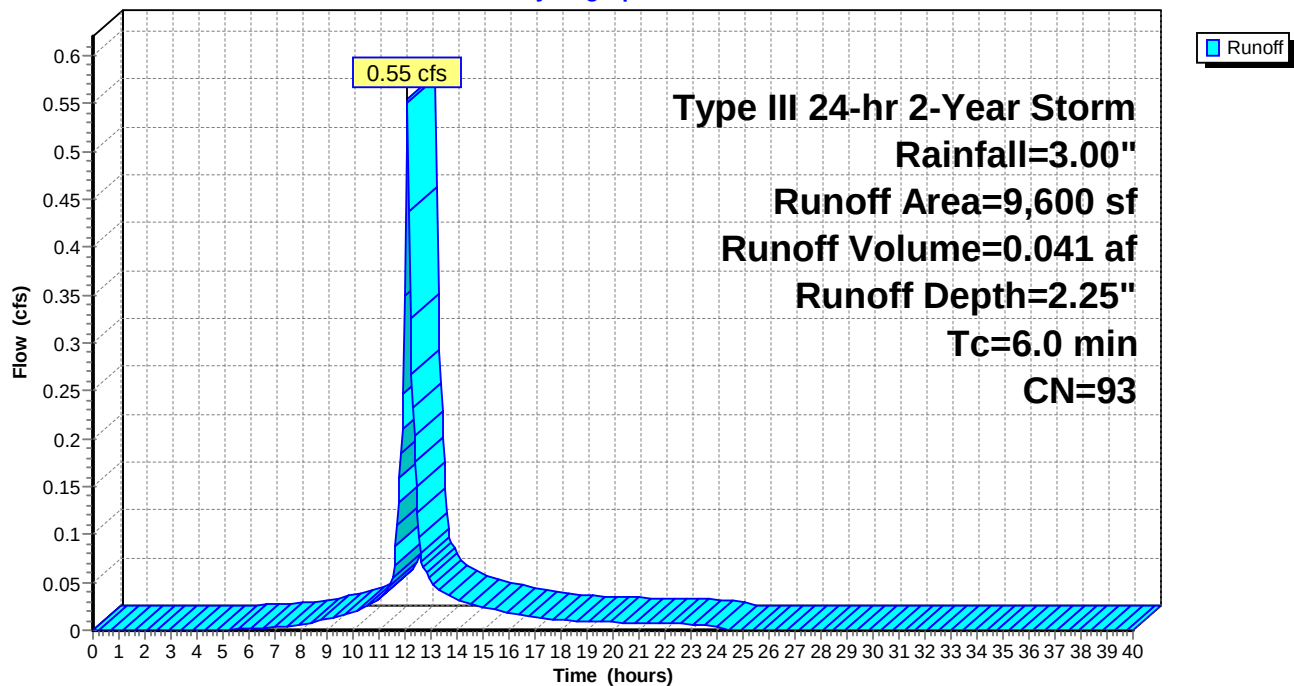
Type III 24-hr 2-Year Storm Rainfall=3.00"

	Area (sf)	CN	Description
*	7,600	98	Roofs
*	2,000	76	Drip stone, HSG A
	9,600	93	Weighted Average
	2,000		Pervious Area
	7,600		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum Tc

Subcatchment 222: Roof Area to Drip Strip 2

Hydrograph



Summary for Subcatchment 223: Roof Area to Drip Strip 3

Runoff = 0.55 cfs @ 12.09 hrs, Volume= 0.041 af, Depth= 2.25"

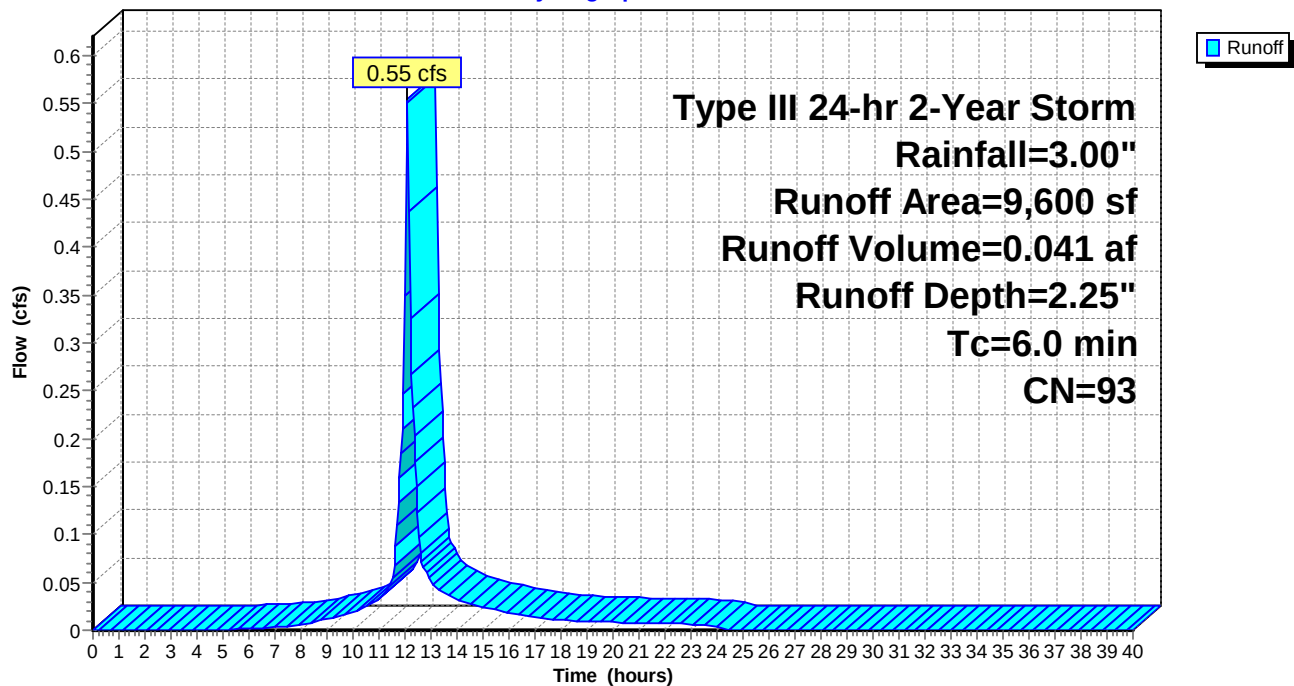
Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs
Type III 24-hr 2-Year Storm Rainfall=3.00"

	Area (sf)	CN	Description
*	7,600	98	Roofs
*	2,000	76	Drip stone, HSG A
	9,600	93	Weighted Average
	2,000		Pervious Area
	7,600		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum Tc

Subcatchment 223: Roof Area to Drip Strip 3

Hydrograph



605 Stevens Ave - Post-Development

Prepared by FST, Inc.

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Type III 24-hr 2-Year Storm Rainfall=3.00"

Printed 6/24/2015

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Summary for Subcatchment 224: Roof Area to Drip Strip 4

Runoff = 0.55 cfs @ 12.09 hrs, Volume= 0.041 af, Depth= 2.25"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs

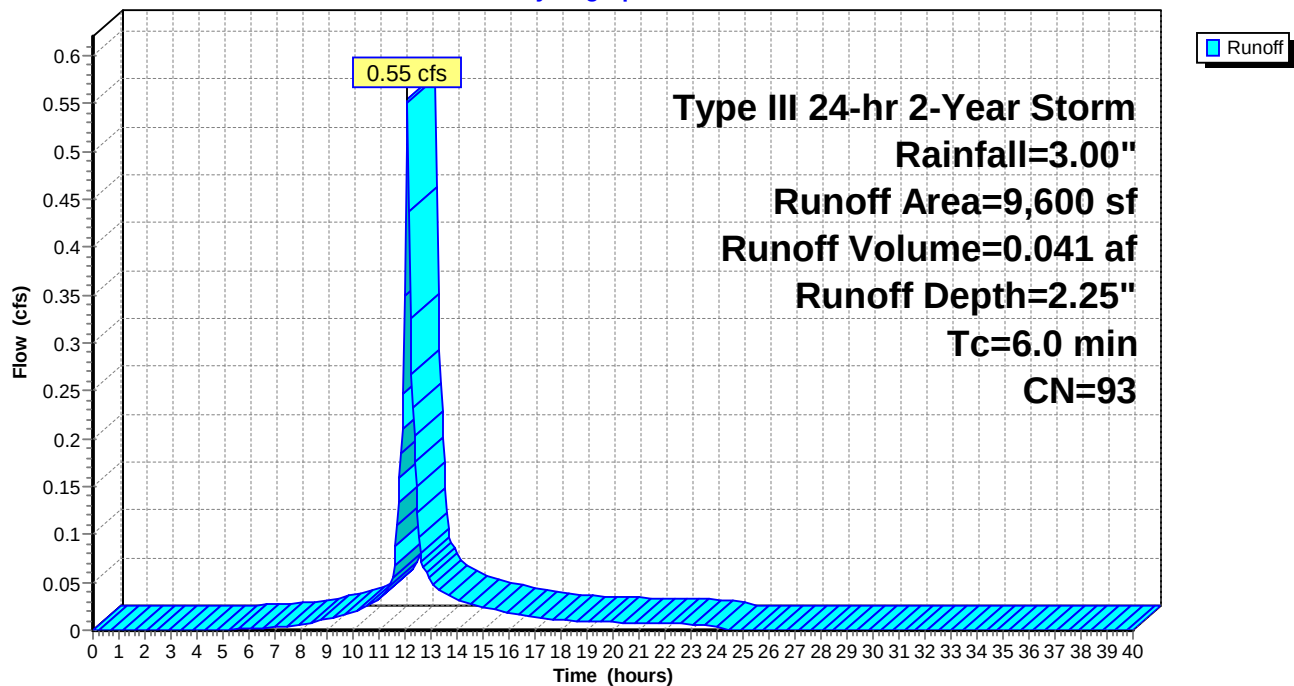
Type III 24-hr 2-Year Storm Rainfall=3.00"

	Area (sf)	CN	Description
*	7,600	98	Roofs
*	2,000	76	Drip stone, HSG A
	9,600	93	Weighted Average
	2,000		Pervious Area
	7,600		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum Tc

Subcatchment 224: Roof Area to Drip Strip 4

Hydrograph



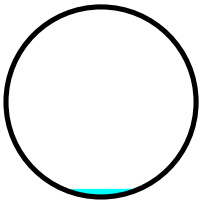
Summary for Reach 1R: 12" Storm Drain

Inflow Area = 1.632 ac, 72.44% Impervious, Inflow Depth = 0.00" for 2-Year Storm event
 Inflow = 0.02 cfs @ 12.33 hrs, Volume= 0.000 af
 Outflow = 0.01 cfs @ 12.50 hrs, Volume= 0.000 af, Atten= 28%, Lag= 10.3 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs
 Max. Velocity= 1.20 fps, Min. Travel Time= 6.1 min
 Avg. Velocity = 0.62 fps, Avg. Travel Time= 11.8 min

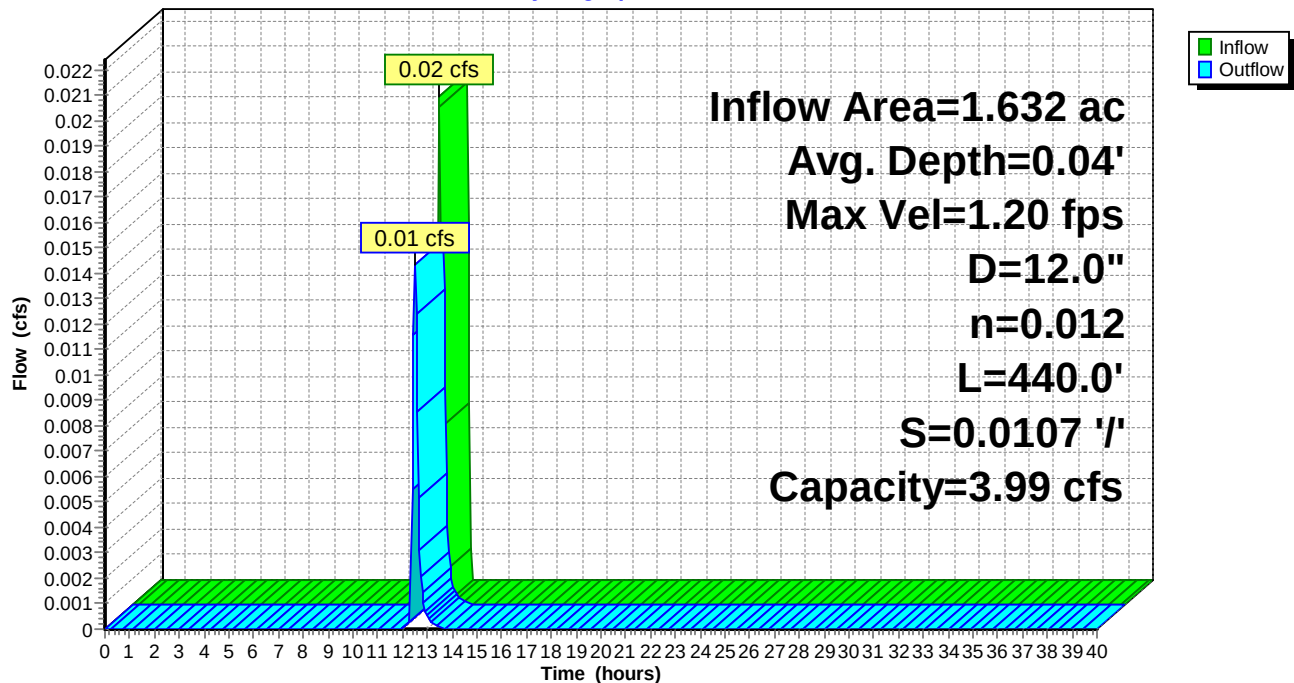
Peak Storage= 5 cf @ 12.40 hrs, Average Depth at Peak Storage= 0.04'
 Bank-Full Depth= 1.00', Capacity at Bank-Full= 3.99 cfs

12.0" Diameter Pipe, n= 0.012
 Length= 440.0' Slope= 0.0107 '/
 Inlet Invert= 111.20', Outlet Invert= 106.50'



Reach 1R: 12" Storm Drain

Hydrograph



Summary for Pond DS-2: Drip Strip

Inflow Area = 0.220 ac, 79.17% Impervious, Inflow Depth = 2.25" for 2-Year Storm event
 Inflow = 0.55 cfs @ 12.09 hrs, Volume= 0.041 af
 Outflow = 0.28 cfs @ 12.00 hrs, Volume= 0.041 af, Atten= 50%, Lag= 0.0 min
 Discarded = 0.28 cfs @ 12.00 hrs, Volume= 0.041 af
 Primary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs
 Peak Elev= 115.26' @ 12.24 hrs Surf.Area= 1,600 sf Storage= 167 cf

Plug-Flow detention time= 3.6 min calculated for 0.041 af (100% of inflow)
 Center-of-Mass det. time= 3.6 min (798.5 - 794.9)

Volume	Invert	Avail.Storage	Storage Description	
#1	115.00'	3,040 cf	Custom Stage Data (Prismatic) Listed below (Recalc)	
Elevation (feet)	Surf.Area (sq-ft)	Voids (%)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
115.00	1,600	0.0	0	0
116.00	1,600	40.0	640	640
117.00	1,600	30.0	480	1,120
118.00	1,600	40.0	640	1,760
119.00	1,600	40.0	640	2,400
120.00	1,600	40.0	640	3,040

Device	Routing	Invert	Outlet Devices	
#1	Discarded	115.00'	7.500 in/hr Exfiltration over Surface area	
#2	Primary	116.00'	6.0" Horiz. Orifice/Grate	Limited to weir flow C= 0.600

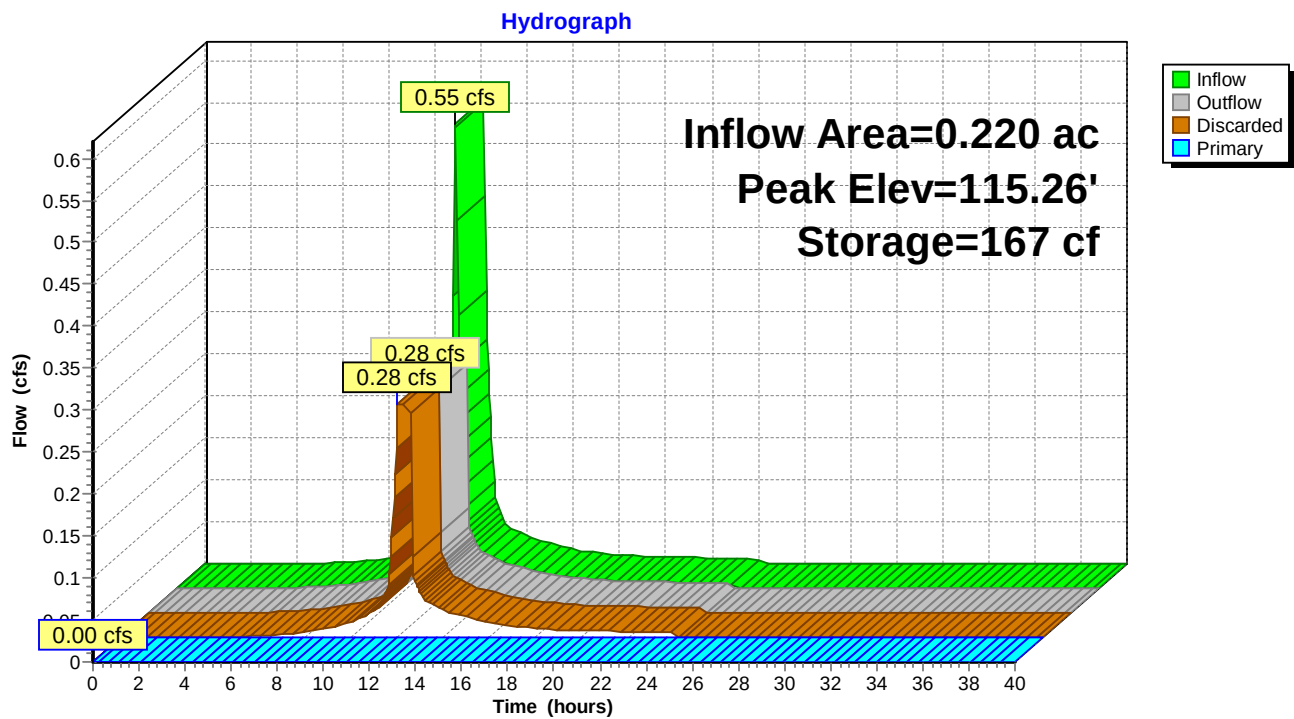
Discarded OutFlow Max=0.28 cfs @ 12.00 hrs HW=115.05' (Free Discharge)

↑ **1=Exfiltration** (Exfiltration Controls 0.28 cfs)

Primary OutFlow Max=0.00 cfs @ 0.00 hrs HW=115.00' (Free Discharge)

↑ **2=Orifice/Grate** (Controls 0.00 cfs)

Pond DS-2: Drip Strip



Summary for Pond DS-3: Drip Strip

Inflow Area = 0.220 ac, 79.17% Impervious, Inflow Depth = 2.25" for 2-Year Storm event
 Inflow = 0.55 cfs @ 12.09 hrs, Volume= 0.041 af
 Outflow = 0.28 cfs @ 12.00 hrs, Volume= 0.041 af, Atten= 50%, Lag= 0.0 min
 Discarded = 0.28 cfs @ 12.00 hrs, Volume= 0.041 af
 Primary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs
 Peak Elev= 115.26' @ 12.24 hrs Surf.Area= 1,600 sf Storage= 167 cf

Plug-Flow detention time= 3.6 min calculated for 0.041 af (100% of inflow)
 Center-of-Mass det. time= 3.6 min (798.5 - 794.9)

Volume	Invert	Avail.Storage	Storage Description	
#1	115.00'	3,040 cf	Custom Stage Data (Prismatic) Listed below (Recalc)	
Elevation (feet)	Surf.Area (sq-ft)	Voids (%)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
115.00	1,600	0.0	0	0
116.00	1,600	40.0	640	640
117.00	1,600	30.0	480	1,120
118.00	1,600	40.0	640	1,760
119.00	1,600	40.0	640	2,400
120.00	1,600	40.0	640	3,040

Device	Routing	Invert	Outlet Devices	
#1	Discarded	115.00'	7.500 in/hr Exfiltration over Surface area	
#2	Primary	116.00'	6.0" Horiz. Orifice/Grate	Limited to weir flow C= 0.600

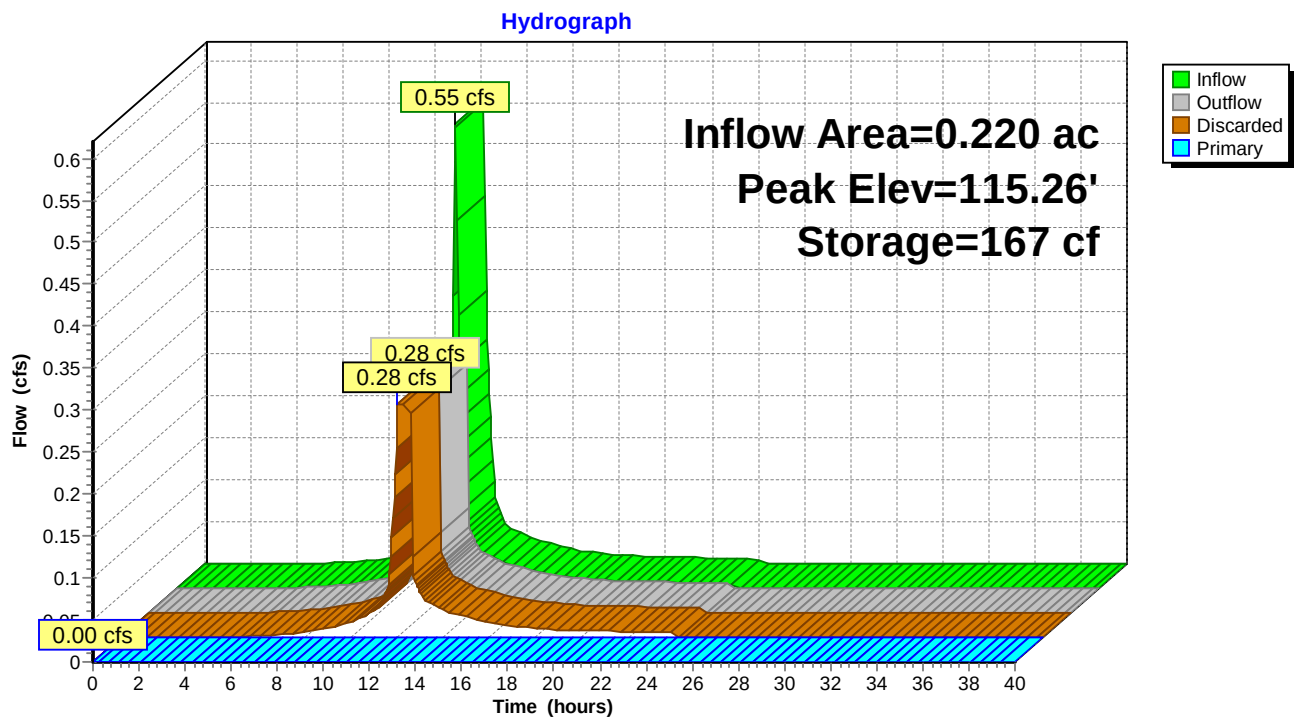
Discarded OutFlow Max=0.28 cfs @ 12.00 hrs HW=115.05' (Free Discharge)

↑ **1=Exfiltration** (Exfiltration Controls 0.28 cfs)

Primary OutFlow Max=0.00 cfs @ 0.00 hrs HW=115.00' (Free Discharge)

↑ **2=Orifice/Grate** (Controls 0.00 cfs)

Pond DS-3: Drip Strip



Summary for Pond DS-4: Drip Strip

Inflow Area = 0.220 ac, 79.17% Impervious, Inflow Depth = 2.25" for 2-Year Storm event
 Inflow = 0.55 cfs @ 12.09 hrs, Volume= 0.041 af
 Outflow = 0.28 cfs @ 12.00 hrs, Volume= 0.041 af, Atten= 50%, Lag= 0.0 min
 Discarded = 0.28 cfs @ 12.00 hrs, Volume= 0.041 af
 Primary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs
 Peak Elev= 115.26' @ 12.24 hrs Surf.Area= 1,600 sf Storage= 167 cf

Plug-Flow detention time= 3.6 min calculated for 0.041 af (100% of inflow)
 Center-of-Mass det. time= 3.6 min (798.5 - 794.9)

Volume	Invert	Avail.Storage	Storage Description	
#1	115.00'	3,040 cf	Custom Stage Data (Prismatic) Listed below (Recalc)	
Elevation (feet)	Surf.Area (sq-ft)	Voids (%)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
115.00	1,600	0.0	0	0
116.00	1,600	40.0	640	640
117.00	1,600	30.0	480	1,120
118.00	1,600	40.0	640	1,760
119.00	1,600	40.0	640	2,400
120.00	1,600	40.0	640	3,040

Device	Routing	Invert	Outlet Devices	
#1	Discarded	115.00'	7.500 in/hr Exfiltration over Surface area	
#2	Primary	116.00'	6.0" Horiz. Orifice/Grate	Limited to weir flow C= 0.600

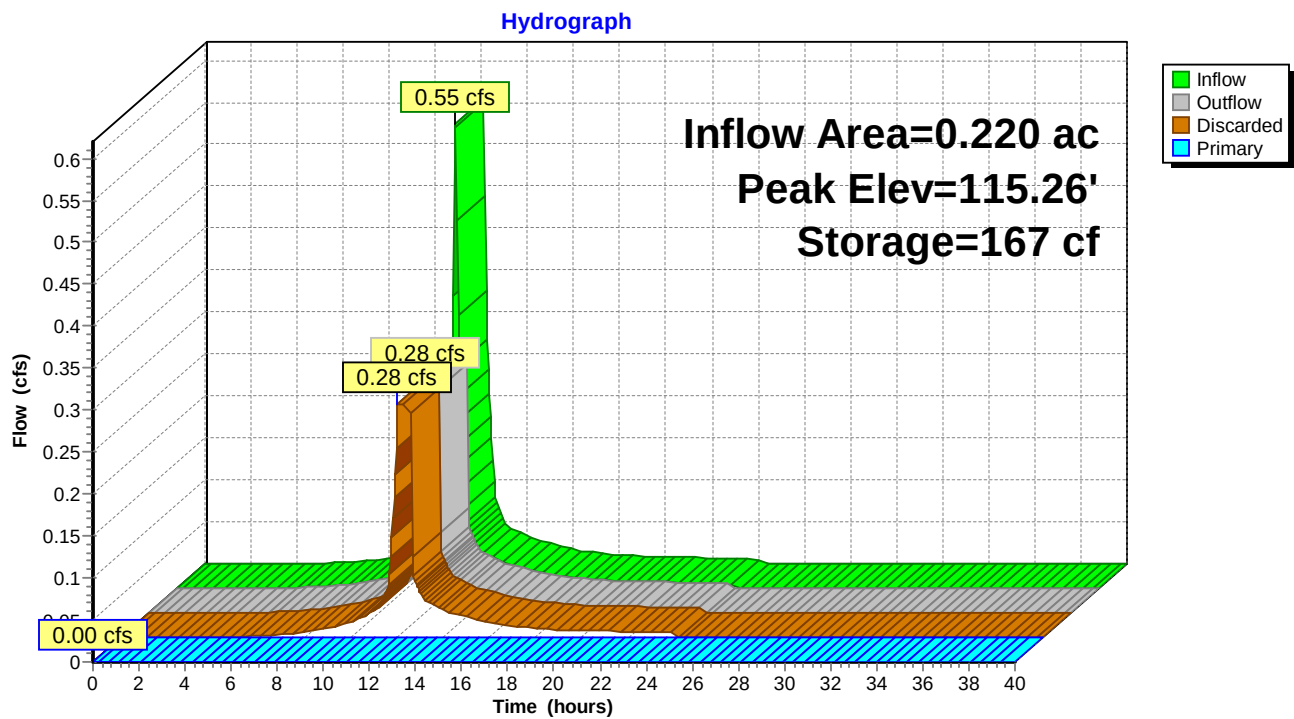
Discarded OutFlow Max=0.28 cfs @ 12.00 hrs HW=115.05' (Free Discharge)

↑ **1=Exfiltration** (Exfiltration Controls 0.28 cfs)

Primary OutFlow Max=0.00 cfs @ 0.00 hrs HW=115.00' (Free Discharge)

↑ **2=Orifice/Grate** (Controls 0.00 cfs)

Pond DS-4: Drip Strip



Summary for Pond DS1: Drip Strip

Inflow Area = 0.220 ac, 79.17% Impervious, Inflow Depth = 2.25" for 2-Year Storm event
 Inflow = 0.55 cfs @ 12.09 hrs, Volume= 0.041 af
 Outflow = 0.28 cfs @ 12.00 hrs, Volume= 0.041 af, Atten= 50%, Lag= 0.0 min
 Discarded = 0.28 cfs @ 12.00 hrs, Volume= 0.041 af
 Primary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs
 Peak Elev= 115.26' @ 12.24 hrs Surf.Area= 1,600 sf Storage= 167 cf

Plug-Flow detention time= 3.6 min calculated for 0.041 af (100% of inflow)
 Center-of-Mass det. time= 3.6 min (798.5 - 794.9)

Volume	Invert	Avail.Storage	Storage Description	
#1	115.00'	3,040 cf	Custom Stage Data (Prismatic) Listed below (Recalc)	
Elevation (feet)	Surf.Area (sq-ft)	Voids (%)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
115.00	1,600	0.0	0	0
116.00	1,600	40.0	640	640
117.00	1,600	30.0	480	1,120
118.00	1,600	40.0	640	1,760
119.00	1,600	40.0	640	2,400
120.00	1,600	40.0	640	3,040

Device	Routing	Invert	Outlet Devices	
#1	Discarded	115.00'	7.500 in/hr Exfiltration over Surface area	
#2	Primary	116.00'	6.0" Horiz. Orifice/Grate	Limited to weir flow C= 0.600

Discarded OutFlow Max=0.28 cfs @ 12.00 hrs HW=115.05' (Free Discharge)

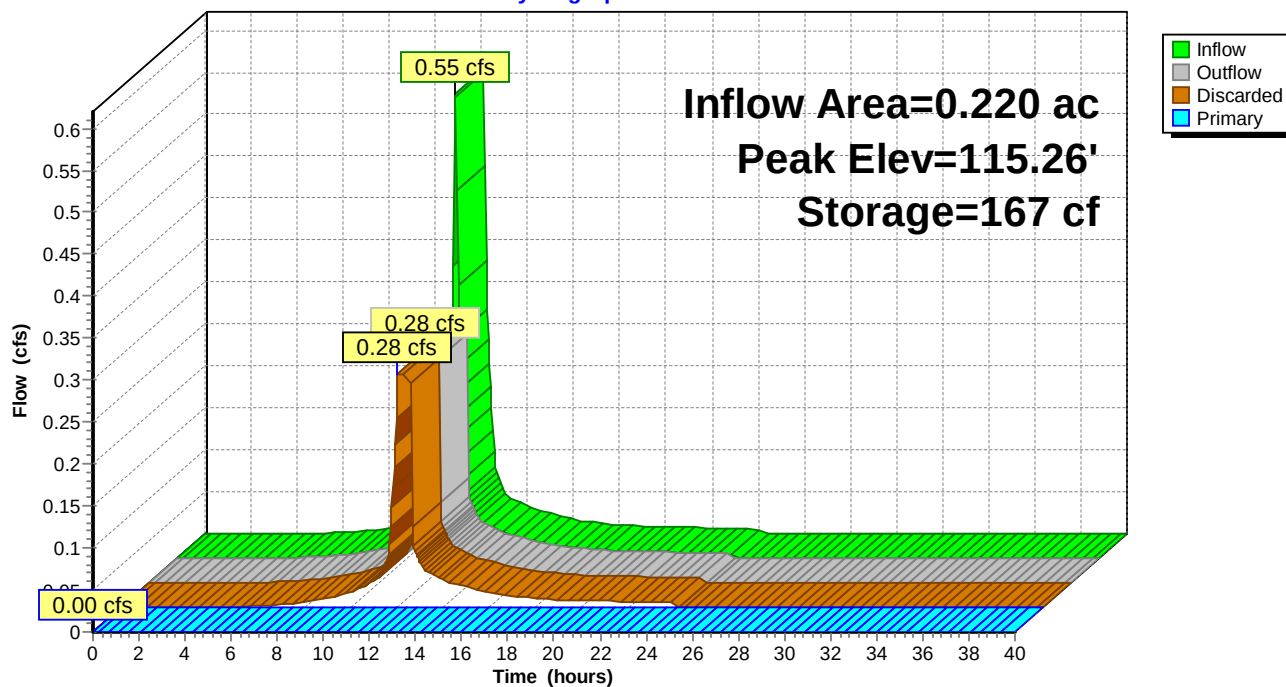
↑ **1=Exfiltration** (Exfiltration Controls 0.28 cfs)

Primary OutFlow Max=0.00 cfs @ 0.00 hrs HW=115.00' (Free Discharge)

↑ **2=Orifice/Grate** (Controls 0.00 cfs)

Pond DS1: Drip Strip

Hydrograph



Summary for Pond IT-1: Infiltration Trench

Inflow Area = 0.360 ac, 71.60% Impervious, Inflow Depth = 1.31" for 2-Year Storm event
 Inflow = 0.54 cfs @ 12.10 hrs, Volume= 0.039 af
 Outflow = 0.24 cfs @ 12.33 hrs, Volume= 0.039 af, Atten= 56%, Lag= 14.2 min
 Discarded = 0.22 cfs @ 12.00 hrs, Volume= 0.039 af
 Primary = 0.02 cfs @ 12.33 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs
 Peak Elev= 112.57' @ 12.33 hrs Surf.Area= 1,250 sf Storage= 214 cf

Plug-Flow detention time= 5.2 min calculated for 0.039 af (100% of inflow)
 Center-of-Mass det. time= 5.2 min (848.0 - 842.8)

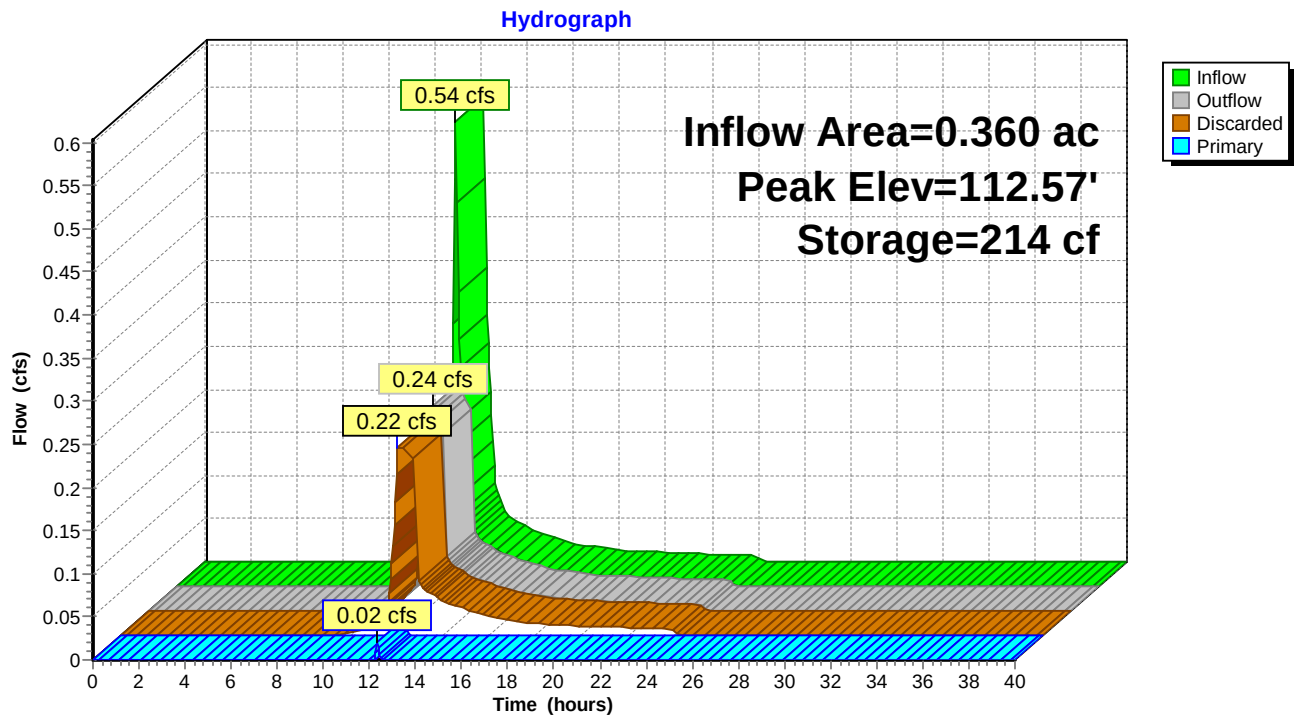
Volume	Invert	Avail.Storage	Storage Description	
#1	112.00'	2,250 cf	Custom Stage Data (Prismatic) Listed below (Recalc)	
Elevation (feet)	Surf.Area (sq-ft)	Voids (%)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
112.00	1,250	0.0	0	0
113.00	1,250	30.0	375	375
114.00	1,250	30.0	375	750
115.00	1,250	40.0	500	1,250
116.00	1,250	40.0	500	1,750
117.00	1,250	40.0	500	2,250

Device	Routing	Invert	Outlet Devices
#1	Discarded	112.00'	7.500 in/hr Exfiltration over Surface area
#2	Primary	112.50'	8.0" Vert. Orifice/Grate C= 0.600

Discarded OutFlow Max=0.22 cfs @ 12.00 hrs HW=112.07' (Free Discharge)
 ↑ **1=Exfiltration** (Exfiltration Controls 0.22 cfs)

Primary OutFlow Max=0.02 cfs @ 12.33 hrs HW=112.57' (Free Discharge)
 ↑ **2=Orifice/Grate** (Orifice Controls 0.02 cfs @ 0.90 fps)

Pond IT-1: Infiltration Trench



Summary for Pond RG-1: Rain Garden

Inflow Area = 0.168 ac, 58.87% Impervious, Inflow Depth = 0.91" for 2-Year Storm event
 Inflow = 0.16 cfs @ 12.10 hrs, Volume= 0.013 af
 Outflow = 0.08 cfs @ 12.05 hrs, Volume= 0.013 af, Atten= 51%, Lag= 0.0 min
 Discarded = 0.08 cfs @ 12.05 hrs, Volume= 0.013 af
 Primary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs
 Peak Elev= 114.84' @ 12.33 hrs Surf.Area= 460 sf Storage= 51 cf

Plug-Flow detention time= 3.4 min calculated for 0.013 af (100% of inflow)
 Center-of-Mass det. time= 3.4 min (869.7 - 866.3)

Volume	Invert	Avail.Storage	Storage Description	
#1	114.50'	1,185 cf	Custom Stage Data (Prismatic) Listed below (Recalc)	
Elevation (feet)	Surf.Area (sq-ft)	Voids (%)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
114.50	460	33.0	0	0
115.00	460	33.0	76	76
115.50	460	33.0	76	152
116.00	460	33.0	76	228
116.50	460	100.0	230	458
117.00	460	100.0	230	688
117.50	505	100.0	241	929
118.00	520	100.0	256	1,185

Device	Routing	Invert	Outlet Devices
#1	Discarded	114.50'	7.500 in/hr Exfiltration over Surface area
#2	Device 3	115.00'	4.0" Vert. Orifice/Grate C= 0.600
#3	Primary	114.50'	8.0" x 150.0' long Culvert Ke= 0.500 Outlet Invert= 111.00' S= 0.0233 '/ Cc= 0.900 n= 0.012
#4	Device 3	117.50'	10.0" Horiz. Orifice/Grate Limited to weir flow C= 0.600

Discarded OutFlow Max=0.08 cfs @ 12.05 hrs HW=114.57' (Free Discharge)

↑ **1=Exfiltration** (Exfiltration Controls 0.08 cfs)

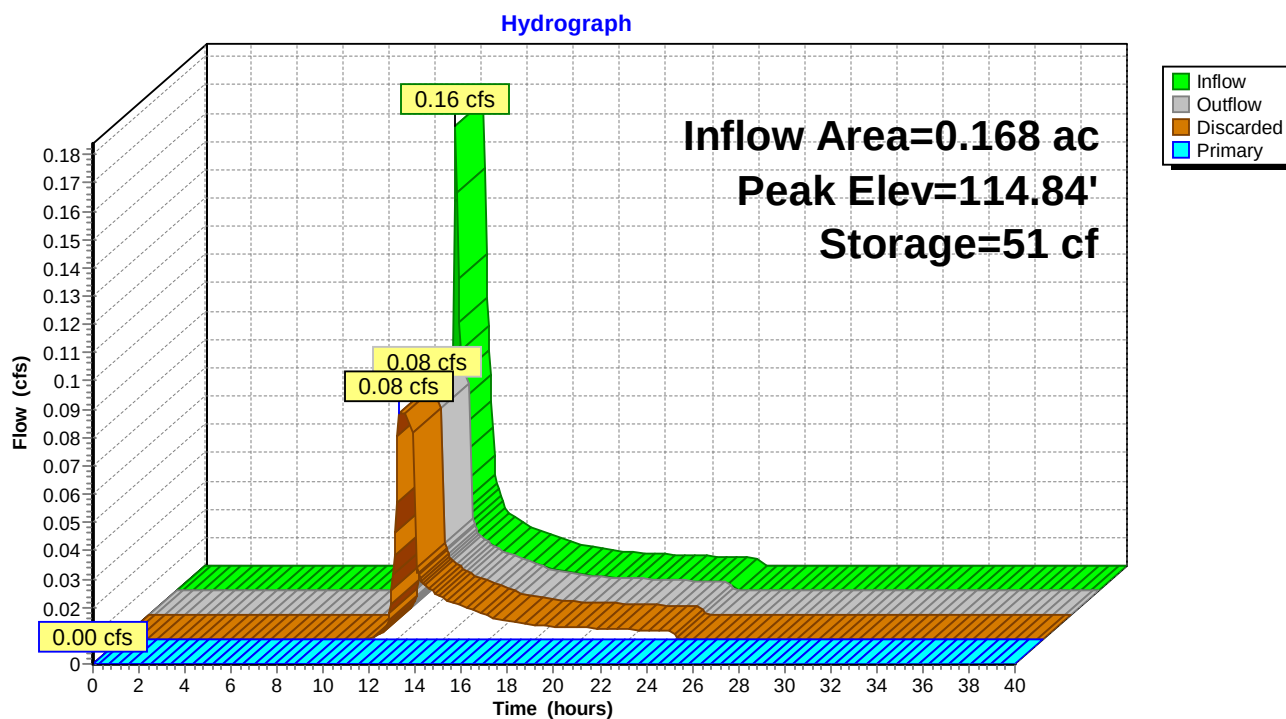
Primary OutFlow Max=0.00 cfs @ 0.00 hrs HW=114.50' (Free Discharge)

↑ **3=Culvert** (Controls 0.00 cfs)

↑ **2=Orifice/Grate** (Controls 0.00 cfs)

↑ **4=Orifice/Grate** (Controls 0.00 cfs)

Pond RG-1: Rain Garden



Summary for Pond RG-2: Rain Garden

Inflow Area = 0.223 ac, 57.38% Impervious, Inflow Depth = 0.86" for 2-Year Storm event
 Inflow = 0.20 cfs @ 12.10 hrs, Volume= 0.016 af
 Outflow = 0.17 cfs @ 12.10 hrs, Volume= 0.016 af, Atten= 18%, Lag= 0.0 min
 Discarded = 0.17 cfs @ 12.10 hrs, Volume= 0.016 af
 Primary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs
 Peak Elev= 114.56' @ 12.16 hrs Surf.Area= 960 sf Storage= 19 cf

Plug-Flow detention time= 1.2 min calculated for 0.016 af (100% of inflow)
 Center-of-Mass det. time= 1.2 min (870.9 - 869.8)

Volume	Invert	Avail.Storage	Storage Description	
#1	114.50'	2,174 cf	Custom Stage Data (Prismatic) Listed below (Recalc)	
Elevation (feet)	Surf.Area (sq-ft)	Voids (%)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
114.50	960	33.0	0	0
115.00	960	33.0	158	158
115.50	960	33.0	158	317
116.00	960	33.0	158	475
116.50	960	33.0	158	634
117.00	960	100.0	480	1,114
117.50	1,040	100.0	500	1,614
118.00	1,200	100.0	560	2,174

Device	Routing	Invert	Outlet Devices
#1	Discarded	114.50'	7.500 in/hr Exfiltration over Surface area
#2	Device 3	115.00'	4.0" Vert. Orifice/Grate C= 0.600
#3	Primary	114.50'	8.0" x 150.0' long Culvert Ke= 0.500 Outlet Invert= 111.00' S= 0.0233 '/' Cc= 0.900 n= 0.012
#4	Device 3	117.50'	10.0" Horiz. Orifice/Grate Limited to weir flow C= 0.600

Discarded OutFlow Max=0.17 cfs @ 12.10 hrs HW=114.55' (Free Discharge)

↑ **1=Exfiltration** (Exfiltration Controls 0.17 cfs)

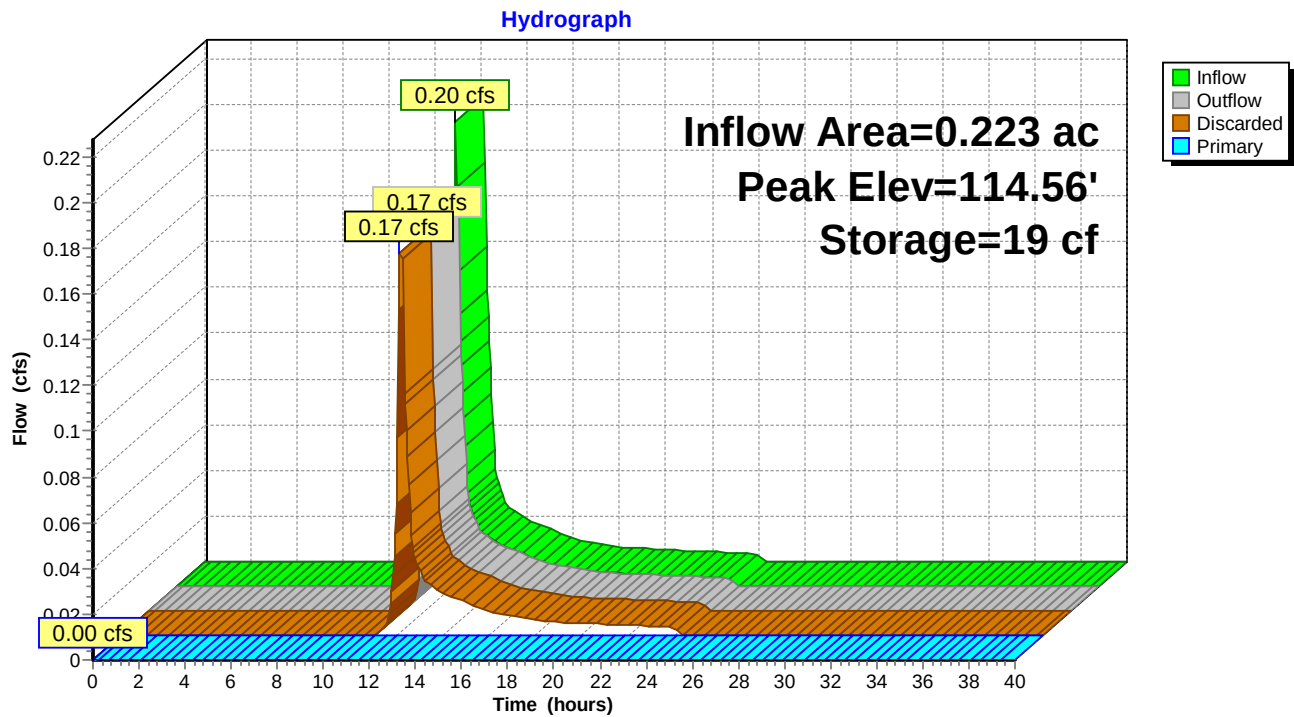
Primary OutFlow Max=0.00 cfs @ 0.00 hrs HW=114.50' (Free Discharge)

↑ **3=Culvert** (Controls 0.00 cfs)

↑ **2=Orifice/Grate** (Controls 0.00 cfs)

↑ **4=Orifice/Grate** (Controls 0.00 cfs)

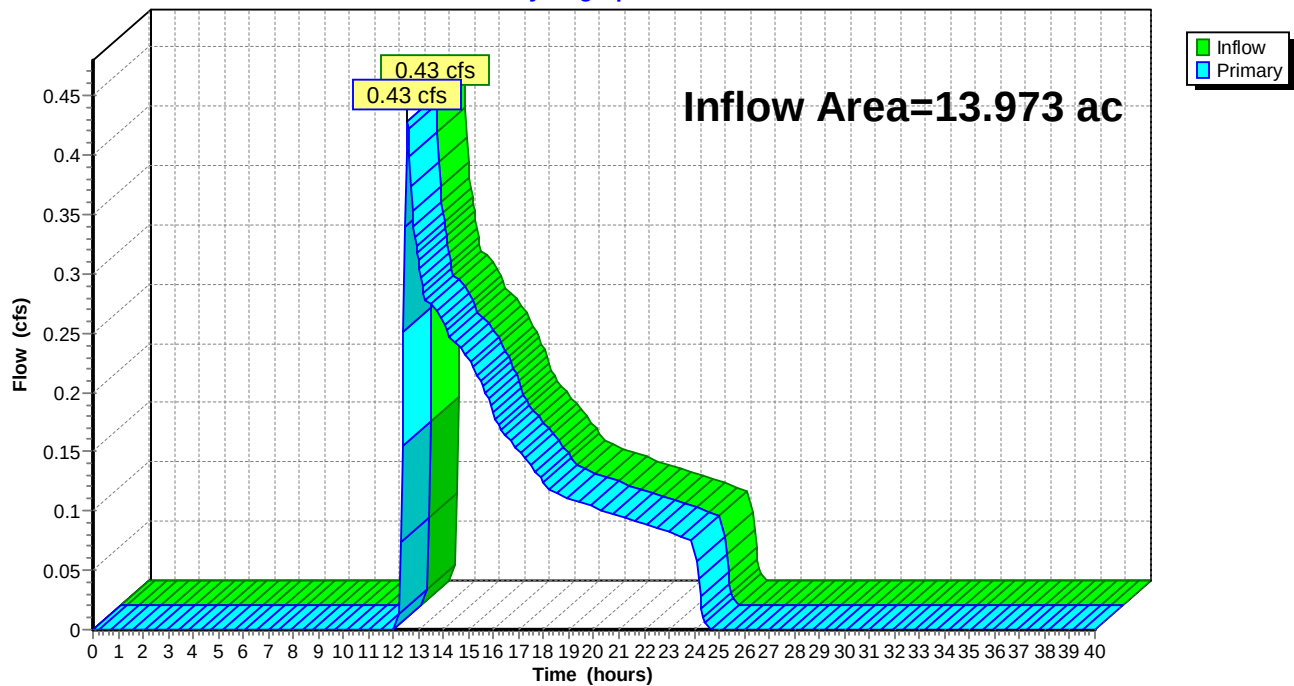
Pond RG-2: Rain Garden



Summary for Link DP#1: Design Point

Inflow Area = 13.973 ac, 25.37% Impervious, Inflow Depth = 0.13" for 2-Year Storm event
Inflow = 0.43 cfs @ 12.57 hrs, Volume= 0.154 af
Primary = 0.43 cfs @ 12.57 hrs, Volume= 0.154 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs

Link DP#1: Design Point**Hydrograph**

605 Stevens Ave - Post-Development

Type III 24-hr 10-Year Storm Rainfall=4.70"

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Time span=0.00-40.00 hrs, dt=0.05 hrs, 801 points

Runoff by SCS TR-20 method, UH=SCS

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 201: Existing Site Area	Runoff Area=537,572 sf 19.14% Impervious Runoff Depth=0.73" Tc=15.5 min CN=53 Runoff=5.35 cfs 0.747 af
Subcatchment 210: Area to Infiltration Trench	Runoff Area=15,676 sf 71.60% Impervious Runoff Depth=2.72" Tc=6.0 min CN=81 Runoff=1.12 cfs 0.082 af
Subcatchment 211: Area to Rain Garden 1	Runoff Area=7,303 sf 58.87% Impervious Runoff Depth=2.13" Tc=6.0 min CN=74 Runoff=0.41 cfs 0.030 af
Subcatchment 212: Area to Rain Garden 2	Runoff Area=9,701 sf 57.38% Impervious Runoff Depth=2.05" Tc=6.0 min CN=73 Runoff=0.52 cfs 0.038 af
Subcatchment 221: Roof Area to Drip Strip 1	Runoff Area=9,600 sf 79.17% Impervious Runoff Depth=3.90" Tc=6.0 min CN=93 Runoff=0.93 cfs 0.072 af
Subcatchment 222: Roof Area to Drip Strip 2	Runoff Area=9,600 sf 79.17% Impervious Runoff Depth=3.90" Tc=6.0 min CN=93 Runoff=0.93 cfs 0.072 af
Subcatchment 223: Roof Area to Drip Strip 3	Runoff Area=9,600 sf 79.17% Impervious Runoff Depth=3.90" Tc=6.0 min CN=93 Runoff=0.93 cfs 0.072 af
Subcatchment 224: Roof Area to Drip Strip 4	Runoff Area=9,600 sf 79.17% Impervious Runoff Depth=3.90" Tc=6.0 min CN=93 Runoff=0.93 cfs 0.072 af
Reach 1R: 12" Storm Drain	Avg. Depth=0.33' Max Vel=4.14 fps Inflow=0.96 cfs 0.024 af D=12.0" n=0.012 L=440.0' S=0.0107 '/' Capacity=3.99 cfs Outflow=0.90 cfs 0.024 af
Pond DS-2: Drip Strip	Peak Elev=115.86' Storage=548 cf Inflow=0.93 cfs 0.072 af Discarded=0.28 cfs 0.072 af Primary=0.00 cfs 0.000 af Outflow=0.28 cfs 0.072 af
Pond DS-3: Drip Strip	Peak Elev=115.86' Storage=548 cf Inflow=0.93 cfs 0.072 af Discarded=0.28 cfs 0.072 af Primary=0.00 cfs 0.000 af Outflow=0.28 cfs 0.072 af
Pond DS-4: Drip Strip	Peak Elev=115.86' Storage=548 cf Inflow=0.93 cfs 0.072 af Discarded=0.28 cfs 0.072 af Primary=0.00 cfs 0.000 af Outflow=0.28 cfs 0.072 af
Pond DS1: Drip Strip	Peak Elev=115.86' Storage=548 cf Inflow=0.93 cfs 0.072 af Discarded=0.28 cfs 0.072 af Primary=0.00 cfs 0.000 af Outflow=0.28 cfs 0.072 af
Pond IT-1: Infiltration Trench	Peak Elev=113.02' Storage=384 cf Inflow=1.12 cfs 0.082 af Discarded=0.22 cfs 0.065 af Primary=0.72 cfs 0.016 af Outflow=0.94 cfs 0.082 af
Pond RG-1: Rain Garden	Peak Elev=115.45' Storage=144 cf Inflow=0.41 cfs 0.030 af Discarded=0.08 cfs 0.024 af Primary=0.23 cfs 0.006 af Outflow=0.30 cfs 0.030 af
Pond RG-2: Rain Garden	Peak Elev=115.21' Storage=223 cf Inflow=0.52 cfs 0.038 af Discarded=0.17 cfs 0.036 af Primary=0.09 cfs 0.002 af Outflow=0.25 cfs 0.038 af

605 Stevens Ave - Post-Development

Type III 24-hr 10-Year Storm Rainfall=4.70"

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Link DP#1: Design Point

Inflow=6.21 cfs 0.771 af

Primary=6.21 cfs 0.771 af

Total Runoff Area = 13.973 ac Runoff Volume = 1.183 af Average Runoff Depth = 1.02"
74.63% Pervious = 10.428 ac 25.37% Impervious = 3.545 ac

Summary for Subcatchment 201: Existing Site Area Uncaptured to Wetland

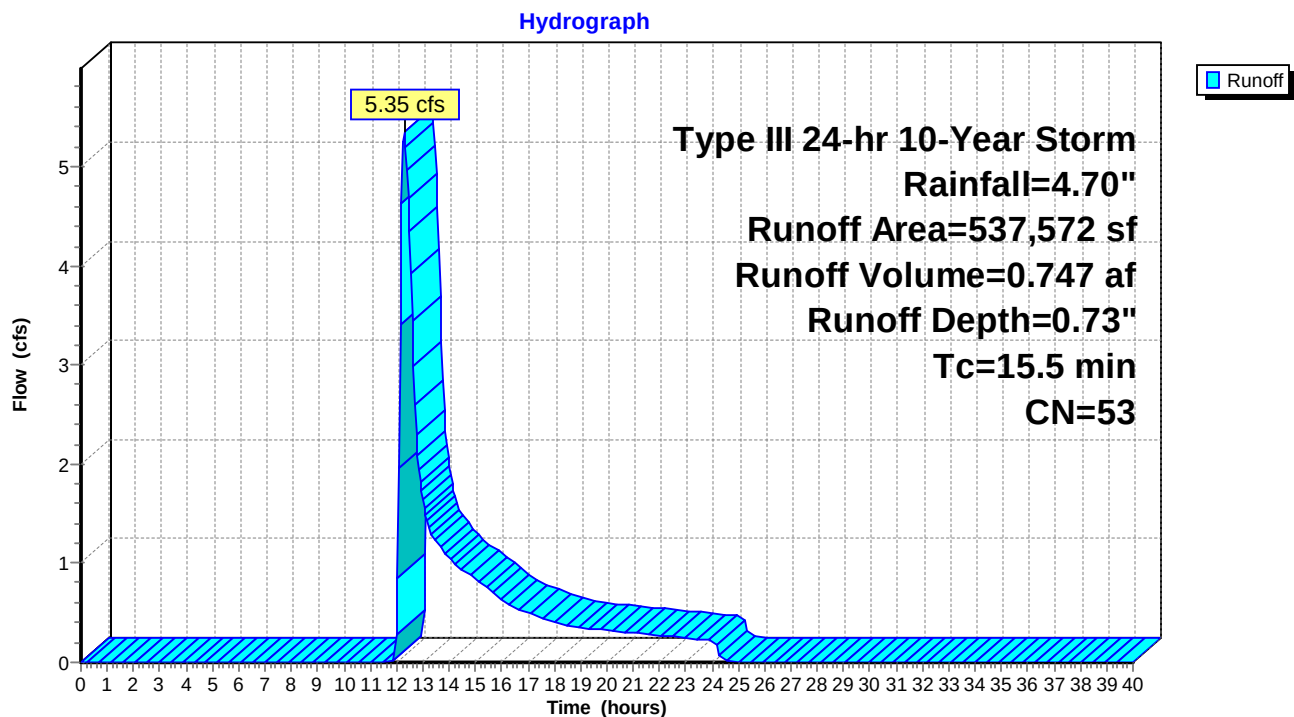
Runoff = 5.35 cfs @ 12.29 hrs, Volume= 0.747 af, Depth= 0.73"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs

Type III 24-hr 10-Year Storm Rainfall=4.70"

Area (sf)	CN	Description
365,759	39	>75% Grass cover, Good, HSG A
17,506	76	Gravel roads, HSG A
25,724	32	Woods/grass comb., Good, HSG A
23,810	74	>75% Grass cover, Good, HSG C
1,860	89	Gravel roads, HSG C
* 92,620	98	Pavement
* 10,293	98	Roofs
537,572	53	Weighted Average
434,659		Pervious Area
102,913		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
15.5					Direct Entry,

Subcatchment 201: Existing Site Area Uncaptured to Wetland

Summary for Subcatchment 210: Area to Infiltration Trench

Runoff = 1.12 cfs @ 12.09 hrs, Volume= 0.082 af, Depth= 2.72"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs

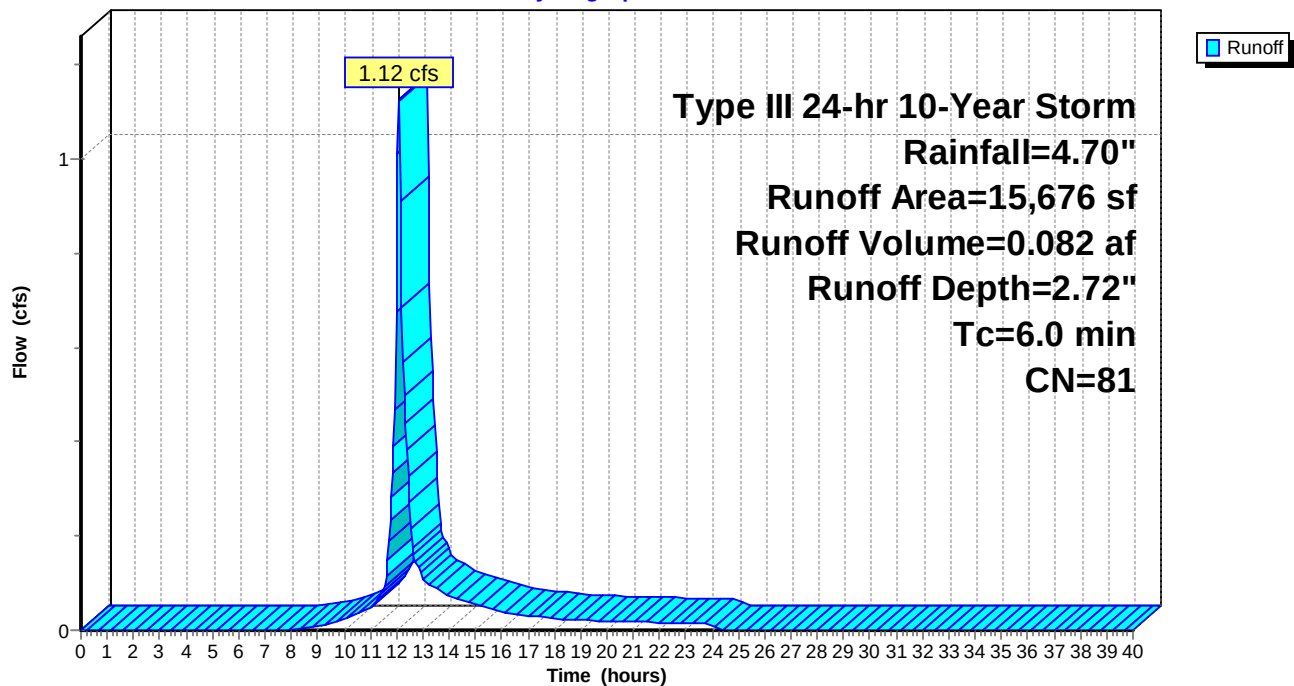
Type III 24-hr 10-Year Storm Rainfall=4.70"

Area (sf)	CN	Description
11,224	98	Paved parking & roofs
4,452	39	>75% Grass cover, Good, HSG A
15,676	81	Weighted Average
4,452		Pervious Area
11,224		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum Tc

Subcatchment 210: Area to Infiltration Trench

Hydrograph



Summary for Subcatchment 211: Area to Rain Garden 1

Runoff = 0.41 cfs @ 12.10 hrs, Volume= 0.030 af, Depth= 2.13"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs

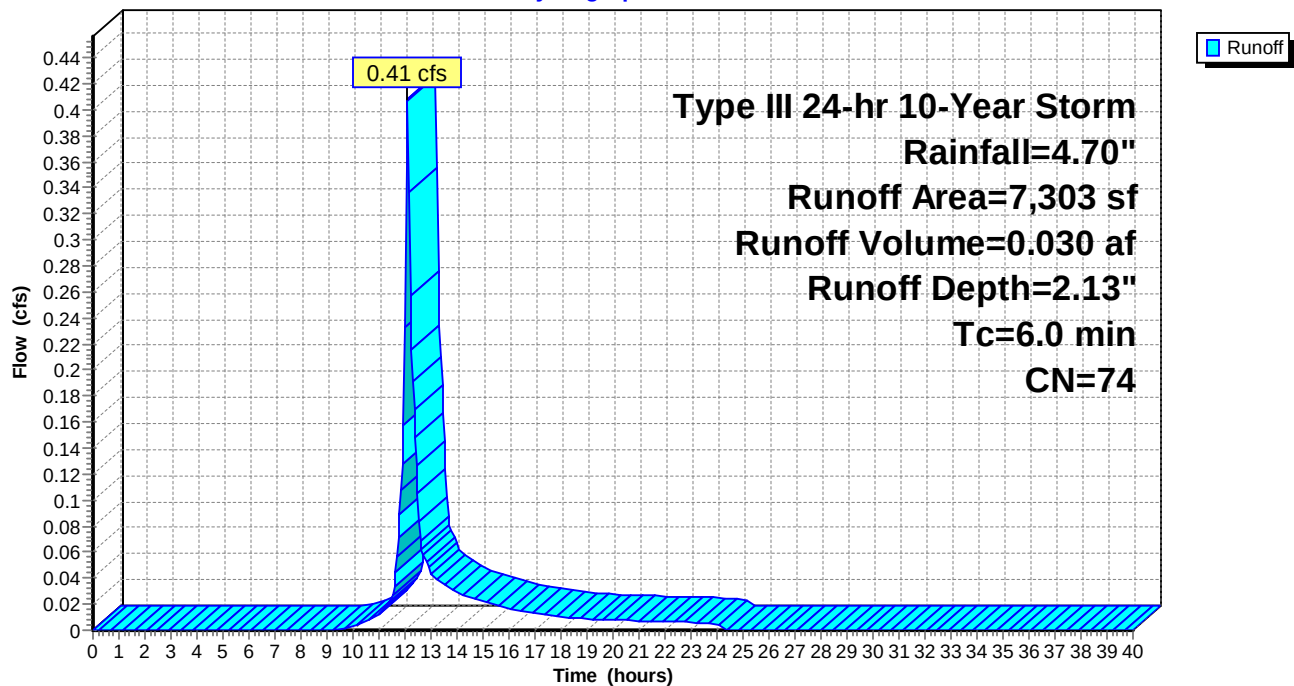
Type III 24-hr 10-Year Storm Rainfall=4.70"

Area (sf)	CN	Description
4,299	98	Paved parking & roofs
3,004	39	>75% Grass cover, Good, HSG A
7,303	74	Weighted Average
3,004		Pervious Area
4,299		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum Tc

Subcatchment 211: Area to Rain Garden 1

Hydrograph



Summary for Subcatchment 212: Area to Rain Garden 2

Runoff = 0.52 cfs @ 12.10 hrs, Volume= 0.038 af, Depth= 2.05"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs

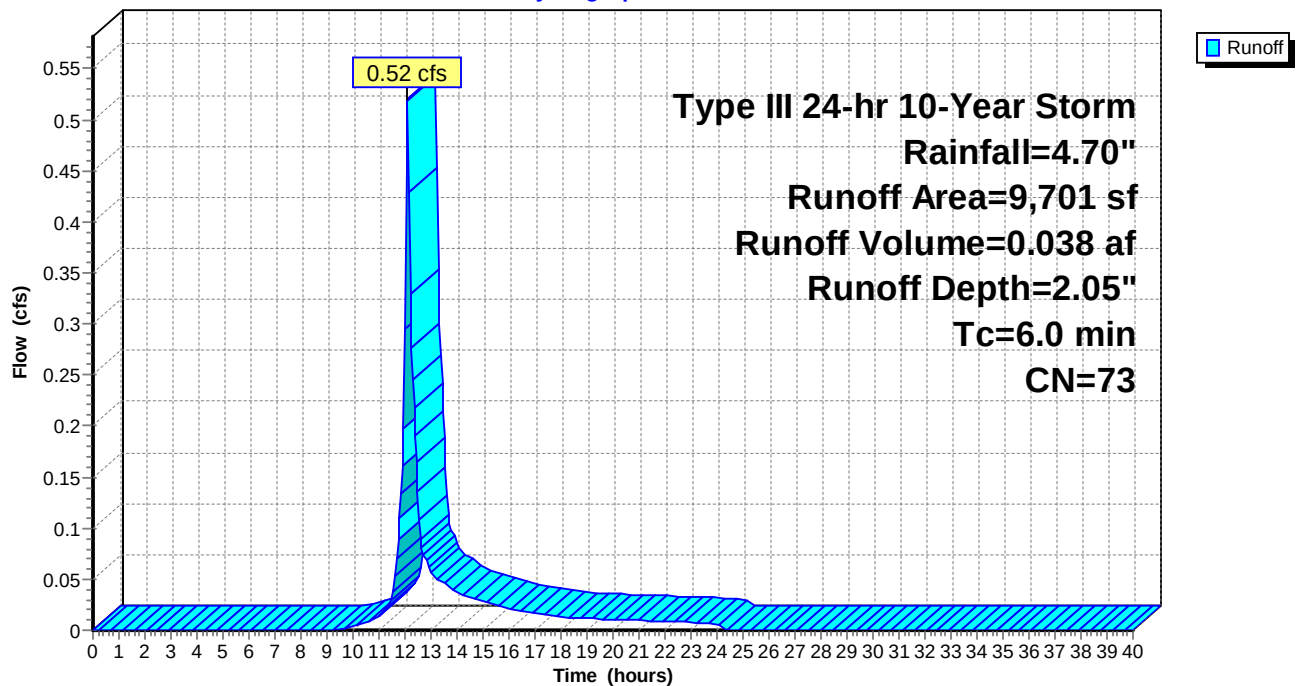
Type III 24-hr 10-Year Storm Rainfall=4.70"

Area (sf)	CN	Description
5,566	98	Paved parking & roofs
4,135	39	>75% Grass cover, Good, HSG A
9,701	73	Weighted Average
4,135		Pervious Area
5,566		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum Tc

Subcatchment 212: Area to Rain Garden 2

Hydrograph



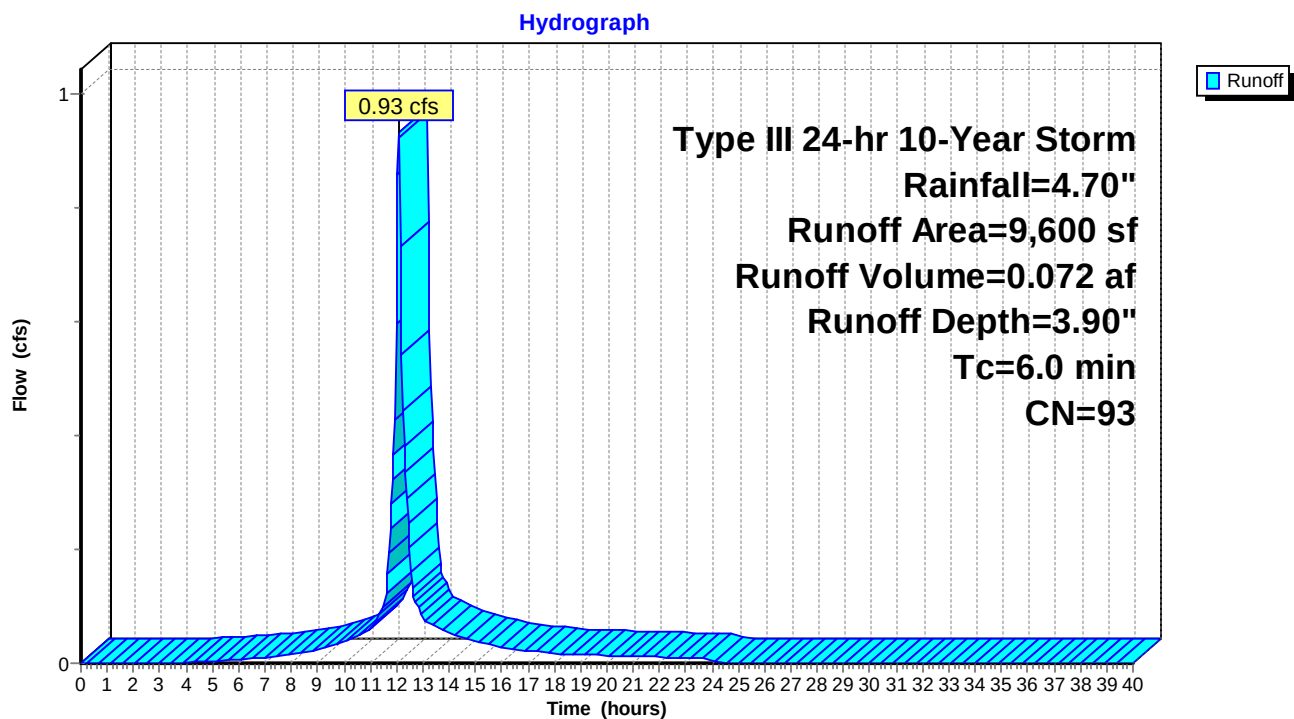
Summary for Subcatchment 221: Roof Area to Drip Strip 1

Runoff = 0.93 cfs @ 12.09 hrs, Volume= 0.072 af, Depth= 3.90"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs
Type III 24-hr 10-Year Storm Rainfall=4.70"

	Area (sf)	CN	Description
*	7,600	98	Roofs
*	2,000	76	Drip stone, HSG A
	9,600	93	Weighted Average
	2,000		Pervious Area
	7,600		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum Tc

Subcatchment 221: Roof Area to Drip Strip 1

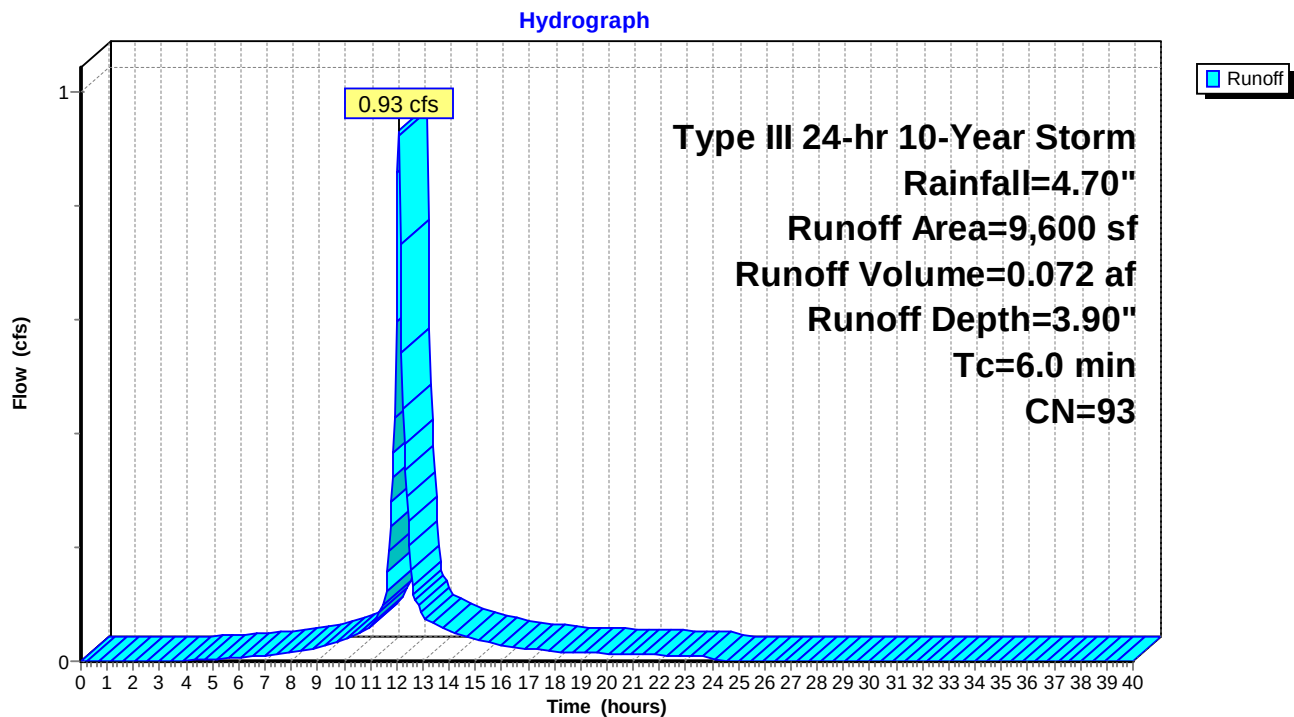
Summary for Subcatchment 222: Roof Area to Drip Strip 2

Runoff = 0.93 cfs @ 12.09 hrs, Volume= 0.072 af, Depth= 3.90"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs
Type III 24-hr 10-Year Storm Rainfall=4.70"

	Area (sf)	CN	Description
*	7,600	98	Roofs
*	2,000	76	Drip stone, HSG A
	9,600	93	Weighted Average
	2,000		Pervious Area
	7,600		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum Tc

Subcatchment 222: Roof Area to Drip Strip 2

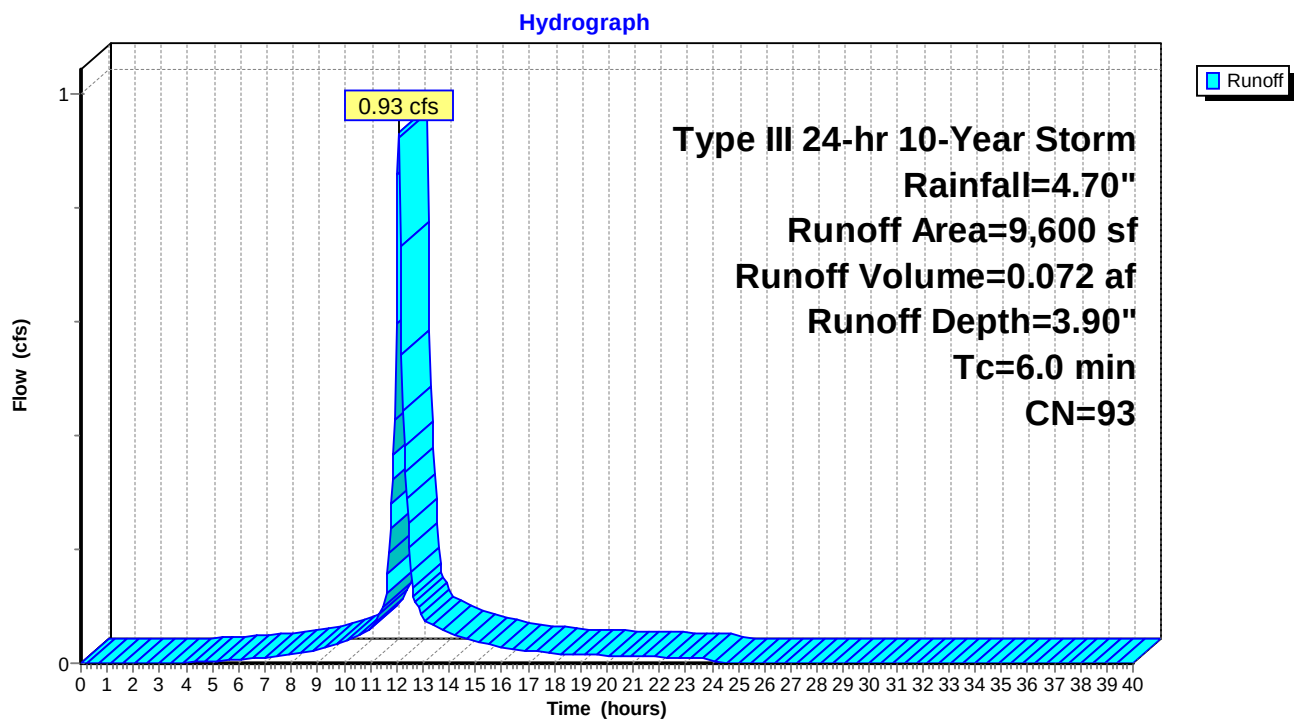
Summary for Subcatchment 223: Roof Area to Drip Strip 3

Runoff = 0.93 cfs @ 12.09 hrs, Volume= 0.072 af, Depth= 3.90"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs
Type III 24-hr 10-Year Storm Rainfall=4.70"

	Area (sf)	CN	Description
*	7,600	98	Roofs
*	2,000	76	Drip stone, HSG A
	9,600	93	Weighted Average
	2,000		Pervious Area
	7,600		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum Tc

Subcatchment 223: Roof Area to Drip Strip 3

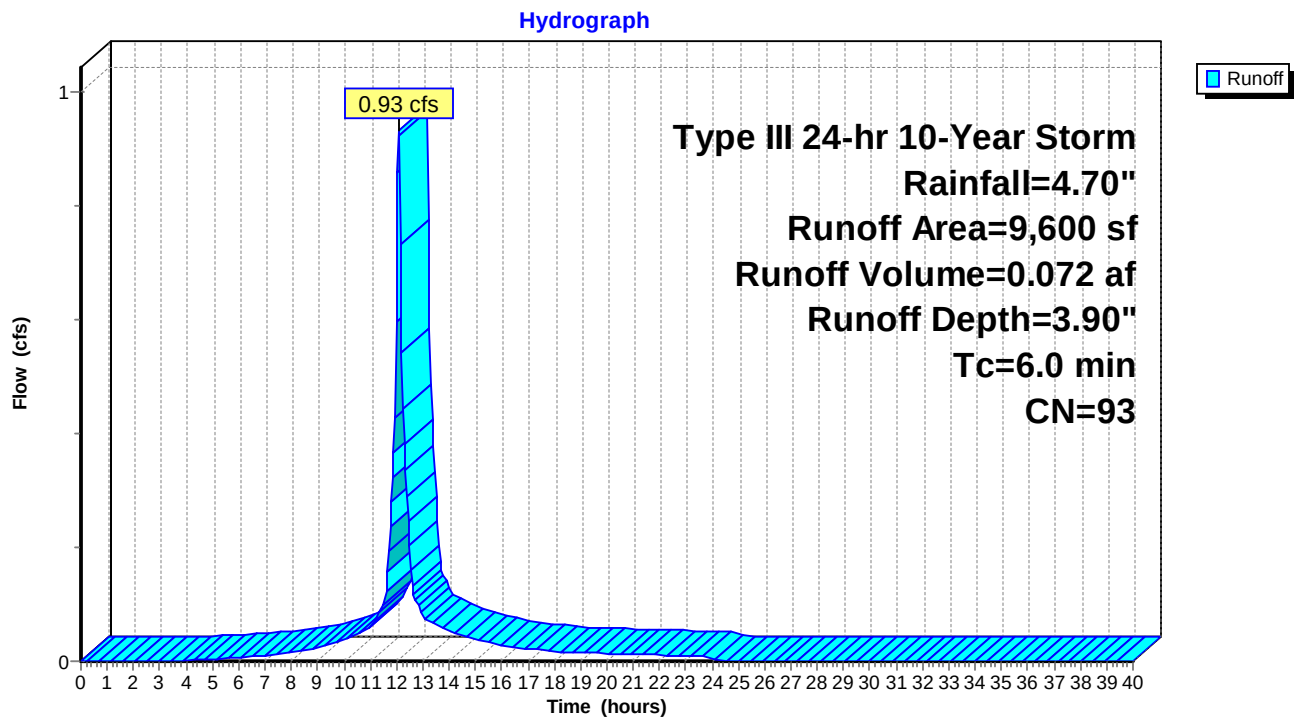
Summary for Subcatchment 224: Roof Area to Drip Strip 4

Runoff = 0.93 cfs @ 12.09 hrs, Volume= 0.072 af, Depth= 3.90"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs
Type III 24-hr 10-Year Storm Rainfall=4.70"

	Area (sf)	CN	Description
*	7,600	98	Roofs
*	2,000	76	Drip stone, HSG A
	9,600	93	Weighted Average
	2,000		Pervious Area
	7,600		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum Tc

Subcatchment 224: Roof Area to Drip Strip 4

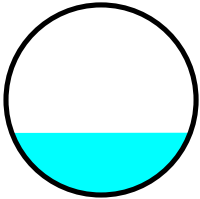
Summary for Reach 1R: 12" Storm Drain

Inflow Area = 1.632 ac, 72.44% Impervious, Inflow Depth = 0.18" for 10-Year Storm event
 Inflow = 0.96 cfs @ 12.17 hrs, Volume= 0.024 af
 Outflow = 0.90 cfs @ 12.23 hrs, Volume= 0.024 af, Atten= 6%, Lag= 3.6 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs
 Max. Velocity= 4.14 fps, Min. Travel Time= 1.8 min
 Avg. Velocity = 1.52 fps, Avg. Travel Time= 4.8 min

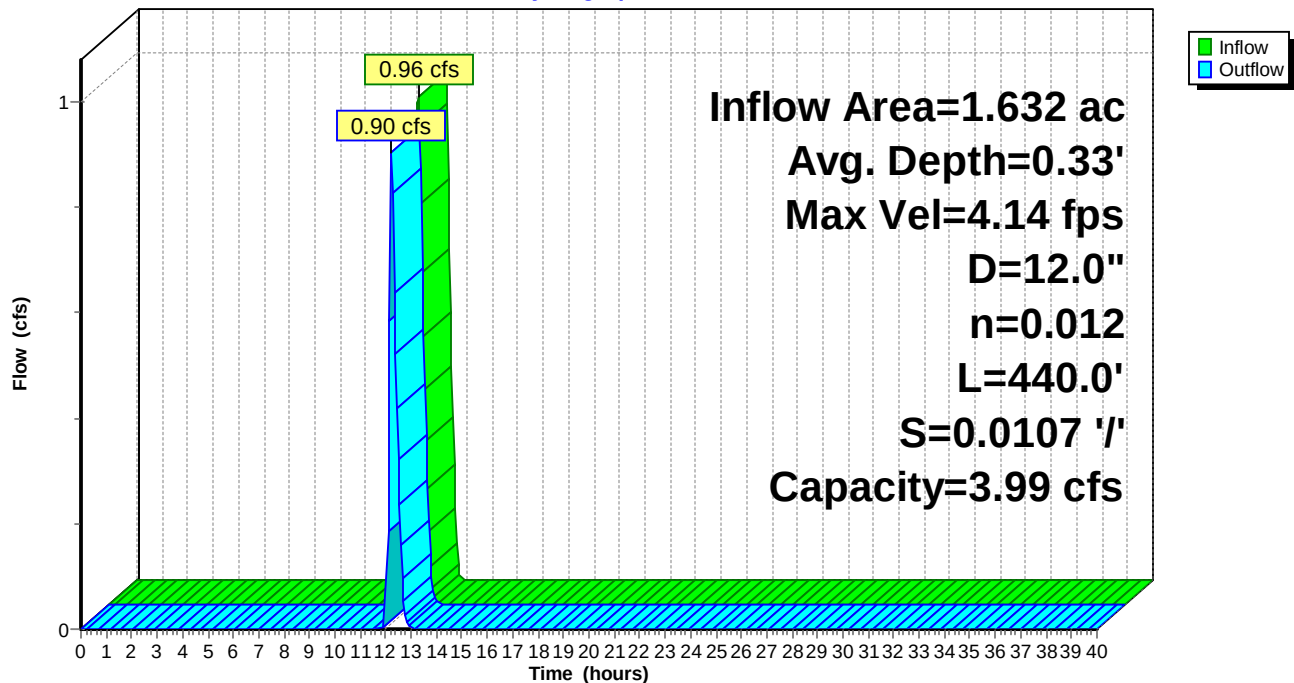
Peak Storage= 99 cf @ 12.20 hrs, Average Depth at Peak Storage= 0.33'
 Bank-Full Depth= 1.00', Capacity at Bank-Full= 3.99 cfs

12.0" Diameter Pipe, n= 0.012
 Length= 440.0' Slope= 0.0107 '
 Inlet Invert= 111.20', Outlet Invert= 106.50'



Reach 1R: 12" Storm Drain

Hydrograph



Summary for Pond DS-2: Drip Strip

Inflow Area = 0.220 ac, 79.17% Impervious, Inflow Depth = 3.90" for 10-Year Storm event
 Inflow = 0.93 cfs @ 12.09 hrs, Volume= 0.072 af
 Outflow = 0.28 cfs @ 11.85 hrs, Volume= 0.072 af, Atten= 70%, Lag= 0.0 min
 Discarded = 0.28 cfs @ 11.85 hrs, Volume= 0.072 af
 Primary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs
 Peak Elev= 115.86' @ 12.41 hrs Surf.Area= 1,600 sf Storage= 548 cf

Plug-Flow detention time= 10.0 min calculated for 0.072 af (100% of inflow)
 Center-of-Mass det. time= 10.0 min (790.2 - 780.2)

Volume	Invert	Avail.Storage	Storage Description	
#1	115.00'	3,040 cf	Custom Stage Data (Prismatic) Listed below (Recalc)	
Elevation (feet)	Surf.Area (sq-ft)	Voids (%)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
115.00	1,600	0.0	0	0
116.00	1,600	40.0	640	640
117.00	1,600	30.0	480	1,120
118.00	1,600	40.0	640	1,760
119.00	1,600	40.0	640	2,400
120.00	1,600	40.0	640	3,040

Device	Routing	Invert	Outlet Devices	
#1	Discarded	115.00'	7.500 in/hr Exfiltration over Surface area	
#2	Primary	116.00'	6.0" Horiz. Orifice/Grate	Limited to weir flow C= 0.600

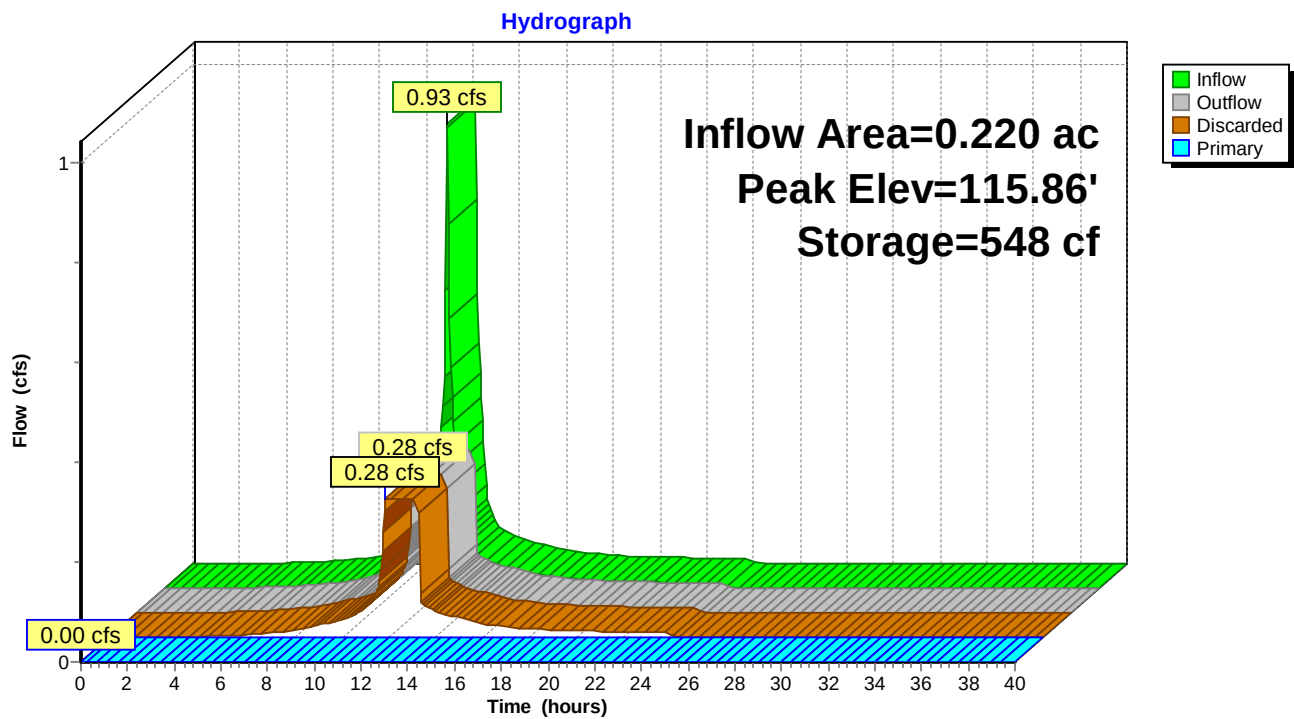
Discarded OutFlow Max=0.28 cfs @ 11.85 hrs HW=115.06' (Free Discharge)

↑ **1=Exfiltration** (Exfiltration Controls 0.28 cfs)

Primary OutFlow Max=0.00 cfs @ 0.00 hrs HW=115.00' (Free Discharge)

↑ **2=Orifice/Grate** (Controls 0.00 cfs)

Pond DS-2: Drip Strip



Summary for Pond DS-3: Drip Strip

Inflow Area = 0.220 ac, 79.17% Impervious, Inflow Depth = 3.90" for 10-Year Storm event
 Inflow = 0.93 cfs @ 12.09 hrs, Volume= 0.072 af
 Outflow = 0.28 cfs @ 11.85 hrs, Volume= 0.072 af, Atten= 70%, Lag= 0.0 min
 Discarded = 0.28 cfs @ 11.85 hrs, Volume= 0.072 af
 Primary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs
 Peak Elev= 115.86' @ 12.41 hrs Surf.Area= 1,600 sf Storage= 548 cf

Plug-Flow detention time= 10.0 min calculated for 0.072 af (100% of inflow)
 Center-of-Mass det. time= 10.0 min (790.2 - 780.2)

Volume	Invert	Avail.Storage	Storage Description	
#1	115.00'	3,040 cf	Custom Stage Data (Prismatic) Listed below (Recalc)	
Elevation (feet)	Surf.Area (sq-ft)	Voids (%)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
115.00	1,600	0.0	0	0
116.00	1,600	40.0	640	640
117.00	1,600	30.0	480	1,120
118.00	1,600	40.0	640	1,760
119.00	1,600	40.0	640	2,400
120.00	1,600	40.0	640	3,040

Device	Routing	Invert	Outlet Devices	
#1	Discarded	115.00'	7.500 in/hr Exfiltration over Surface area	
#2	Primary	116.00'	6.0" Horiz. Orifice/Grate	Limited to weir flow C= 0.600

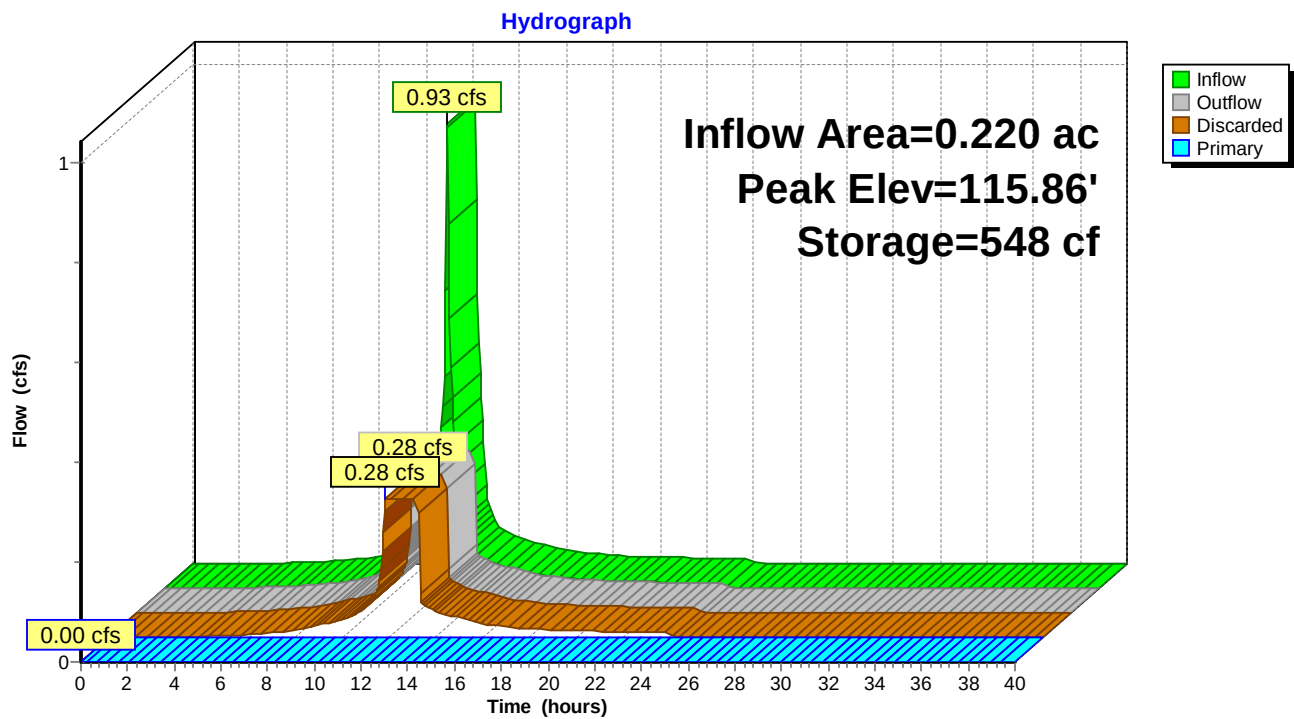
Discarded OutFlow Max=0.28 cfs @ 11.85 hrs HW=115.06' (Free Discharge)

↑ **1=Exfiltration** (Exfiltration Controls 0.28 cfs)

Primary OutFlow Max=0.00 cfs @ 0.00 hrs HW=115.00' (Free Discharge)

↑ **2=Orifice/Grate** (Controls 0.00 cfs)

Pond DS-3: Drip Strip



Summary for Pond DS-4: Drip Strip

Inflow Area = 0.220 ac, 79.17% Impervious, Inflow Depth = 3.90" for 10-Year Storm event
 Inflow = 0.93 cfs @ 12.09 hrs, Volume= 0.072 af
 Outflow = 0.28 cfs @ 11.85 hrs, Volume= 0.072 af, Atten= 70%, Lag= 0.0 min
 Discarded = 0.28 cfs @ 11.85 hrs, Volume= 0.072 af
 Primary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs
 Peak Elev= 115.86' @ 12.41 hrs Surf.Area= 1,600 sf Storage= 548 cf

Plug-Flow detention time= 10.0 min calculated for 0.072 af (100% of inflow)
 Center-of-Mass det. time= 10.0 min (790.2 - 780.2)

Volume	Invert	Avail.Storage	Storage Description	
#1	115.00'	3,040 cf	Custom Stage Data (Prismatic) Listed below (Recalc)	
Elevation (feet)	Surf.Area (sq-ft)	Voids (%)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
115.00	1,600	0.0	0	0
116.00	1,600	40.0	640	640
117.00	1,600	30.0	480	1,120
118.00	1,600	40.0	640	1,760
119.00	1,600	40.0	640	2,400
120.00	1,600	40.0	640	3,040

Device	Routing	Invert	Outlet Devices	
#1	Discarded	115.00'	7.500 in/hr Exfiltration over Surface area	
#2	Primary	116.00'	6.0" Horiz. Orifice/Grate	Limited to weir flow C= 0.600

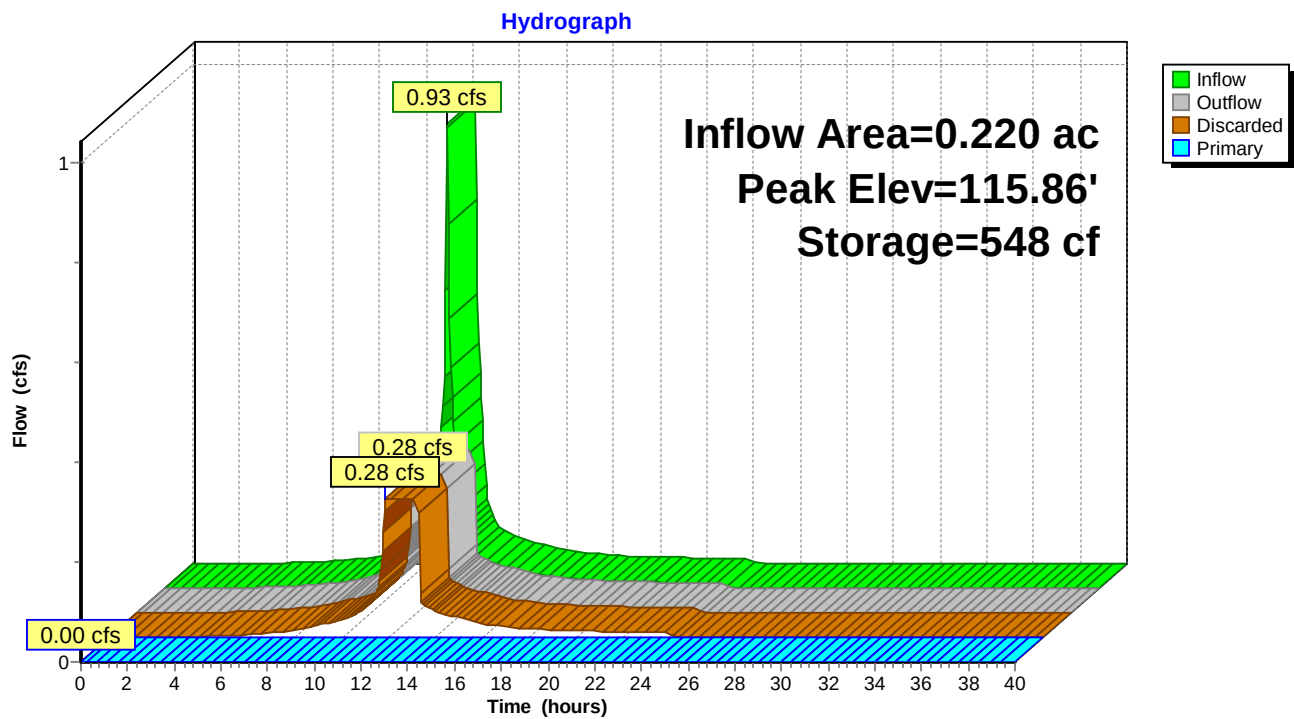
Discarded OutFlow Max=0.28 cfs @ 11.85 hrs HW=115.06' (Free Discharge)

↑ **1=Exfiltration** (Exfiltration Controls 0.28 cfs)

Primary OutFlow Max=0.00 cfs @ 0.00 hrs HW=115.00' (Free Discharge)

↑ **2=Orifice/Grate** (Controls 0.00 cfs)

Pond DS-4: Drip Strip



Summary for Pond DS1: Drip Strip

Inflow Area = 0.220 ac, 79.17% Impervious, Inflow Depth = 3.90" for 10-Year Storm event
 Inflow = 0.93 cfs @ 12.09 hrs, Volume= 0.072 af
 Outflow = 0.28 cfs @ 11.85 hrs, Volume= 0.072 af, Atten= 70%, Lag= 0.0 min
 Discarded = 0.28 cfs @ 11.85 hrs, Volume= 0.072 af
 Primary = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af

Routing by Stor-Ind method, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs
 Peak Elev= 115.86' @ 12.41 hrs Surf.Area= 1,600 sf Storage= 548 cf

Plug-Flow detention time= 10.0 min calculated for 0.072 af (100% of inflow)
 Center-of-Mass det. time= 10.0 min (790.2 - 780.2)

Volume	Invert	Avail.Storage	Storage Description	
#1	115.00'	3,040 cf	Custom Stage Data (Prismatic) Listed below (Recalc)	
Elevation (feet)	Surf.Area (sq-ft)	Voids (%)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
115.00	1,600	0.0	0	0
116.00	1,600	40.0	640	640
117.00	1,600	30.0	480	1,120
118.00	1,600	40.0	640	1,760
119.00	1,600	40.0	640	2,400
120.00	1,600	40.0	640	3,040

Device	Routing	Invert	Outlet Devices	
#1	Discarded	115.00'	7.500 in/hr Exfiltration over Surface area	
#2	Primary	116.00'	6.0" Horiz. Orifice/Grate	Limited to weir flow C= 0.600

Discarded OutFlow Max=0.28 cfs @ 11.85 hrs HW=115.06' (Free Discharge)

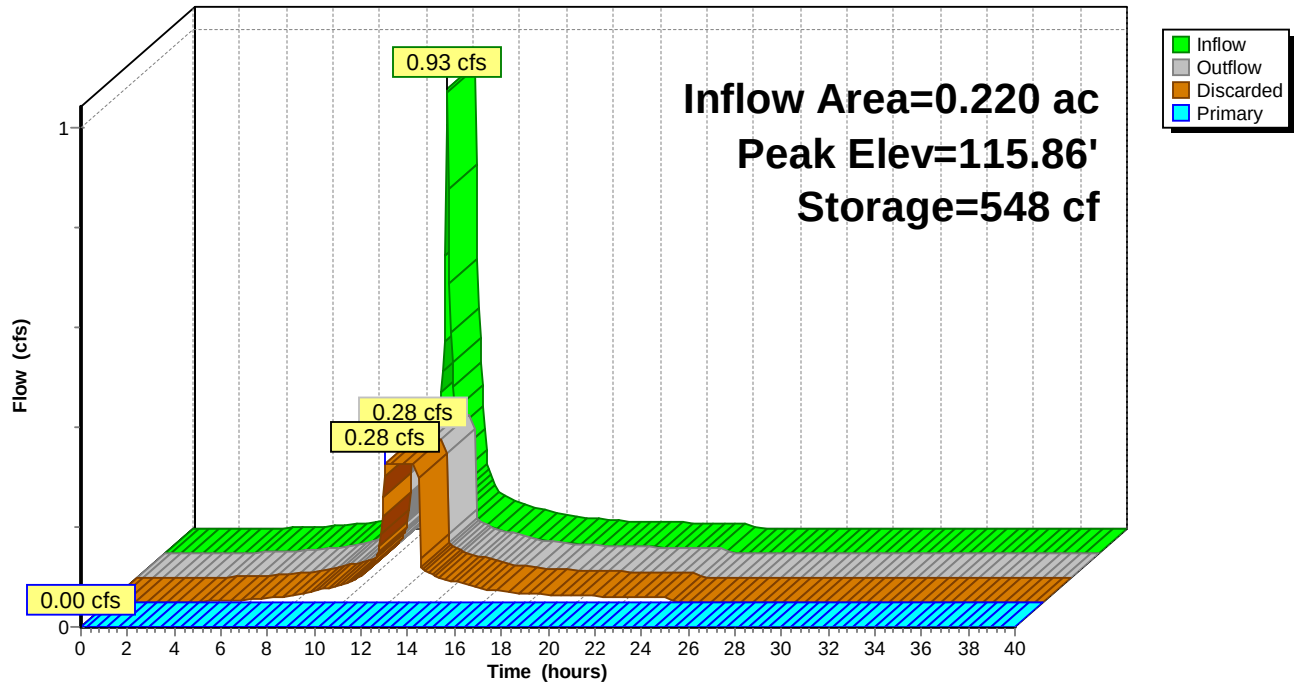
↑ **1=Exfiltration** (Exfiltration Controls 0.28 cfs)

Primary OutFlow Max=0.00 cfs @ 0.00 hrs HW=115.00' (Free Discharge)

↑ **2=Orifice/Grate** (Controls 0.00 cfs)

Pond DS1: Drip Strip

Hydrograph



Summary for Pond IT-1: Infiltration Trench

Inflow Area = 0.360 ac, 71.60% Impervious, Inflow Depth = 2.72" for 10-Year Storm event
 Inflow = 1.12 cfs @ 12.09 hrs, Volume= 0.082 af
 Outflow = 0.94 cfs @ 12.16 hrs, Volume= 0.082 af, Atten= 16%, Lag= 3.8 min
 Discarded = 0.22 cfs @ 11.80 hrs, Volume= 0.065 af
 Primary = 0.72 cfs @ 12.16 hrs, Volume= 0.016 af

Routing by Stor-Ind method, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs
 Peak Elev= 113.02' @ 12.16 hrs Surf.Area= 1,250 sf Storage= 384 cf

Plug-Flow detention time= 5.4 min calculated for 0.082 af (100% of inflow)
 Center-of-Mass det. time= 5.4 min (827.1 - 821.7)

Volume	Invert	Avail.Storage	Storage Description	
#1	112.00'	2,250 cf	Custom Stage Data (Prismatic) Listed below (Recalc)	
Elevation (feet)	Surf.Area (sq-ft)	Voids (%)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
112.00	1,250	0.0	0	0
113.00	1,250	30.0	375	375
114.00	1,250	30.0	375	750
115.00	1,250	40.0	500	1,250
116.00	1,250	40.0	500	1,750
117.00	1,250	40.0	500	2,250

Device	Routing	Invert	Outlet Devices
#1	Discarded	112.00'	7.500 in/hr Exfiltration over Surface area
#2	Primary	112.50'	8.0" Vert. Orifice/Grate C= 0.600

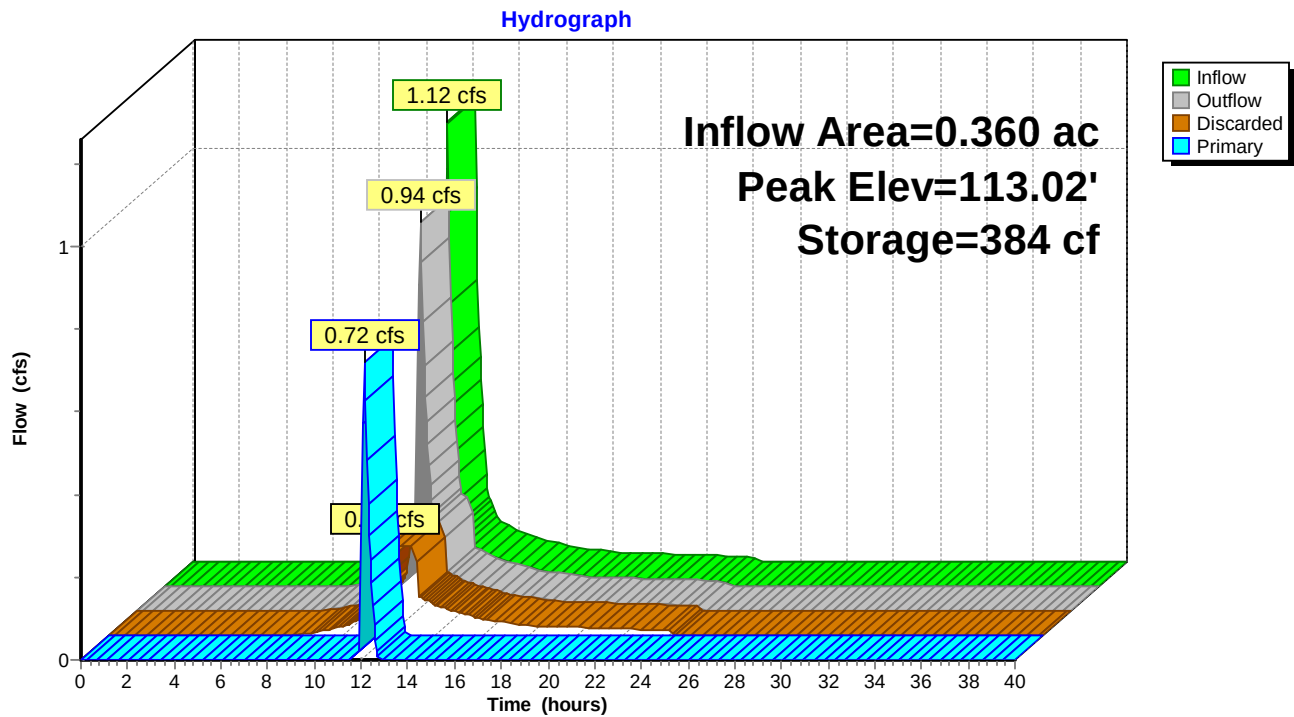
Discarded OutFlow Max=0.22 cfs @ 11.80 hrs HW=112.07' (Free Discharge)

↑ **1=Exfiltration** (Exfiltration Controls 0.22 cfs)

Primary OutFlow Max=0.71 cfs @ 12.16 hrs HW=113.02' (Free Discharge)

↑ **2=Orifice/Grate** (Orifice Controls 0.71 cfs @ 2.45 fps)

Pond IT-1: Infiltration Trench



Summary for Pond RG-1: Rain Garden

Inflow Area = 0.168 ac, 58.87% Impervious, Inflow Depth = 2.13" for 10-Year Storm event
 Inflow = 0.41 cfs @ 12.10 hrs, Volume= 0.030 af
 Outflow = 0.30 cfs @ 12.17 hrs, Volume= 0.030 af, Atten= 25%, Lag= 4.7 min
 Discarded = 0.08 cfs @ 11.80 hrs, Volume= 0.024 af
 Primary = 0.23 cfs @ 12.17 hrs, Volume= 0.006 af

Routing by Stor-Ind method, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs
 Peak Elev= 115.45' @ 12.17 hrs Surf.Area= 460 sf Storage= 144 cf

Plug-Flow detention time= 5.5 min calculated for 0.030 af (100% of inflow)
 Center-of-Mass det. time= 5.5 min (846.0 - 840.5)

Volume	Invert	Avail.Storage	Storage Description	
#1	114.50'	1,185 cf	Custom Stage Data (Prismatic) Listed below (Recalc)	
Elevation (feet)	Surf.Area (sq-ft)	Voids (%)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
114.50	460	33.0	0	0
115.00	460	33.0	76	76
115.50	460	33.0	76	152
116.00	460	33.0	76	228
116.50	460	100.0	230	458
117.00	460	100.0	230	688
117.50	505	100.0	241	929
118.00	520	100.0	256	1,185

Device	Routing	Invert	Outlet Devices
#1	Discarded	114.50'	7.500 in/hr Exfiltration over Surface area
#2	Device 3	115.00'	4.0" Vert. Orifice/Grate C= 0.600
#3	Primary	114.50'	8.0" x 150.0' long Culvert Ke= 0.500 Outlet Invert= 111.00' S= 0.0233 '/' Cc= 0.900 n= 0.012
#4	Device 3	117.50'	10.0" Horiz. Orifice/Grate Limited to weir flow C= 0.600

Discarded OutFlow Max=0.08 cfs @ 11.80 hrs HW=114.54' (Free Discharge)

↑ **1=Exfiltration** (Exfiltration Controls 0.08 cfs)

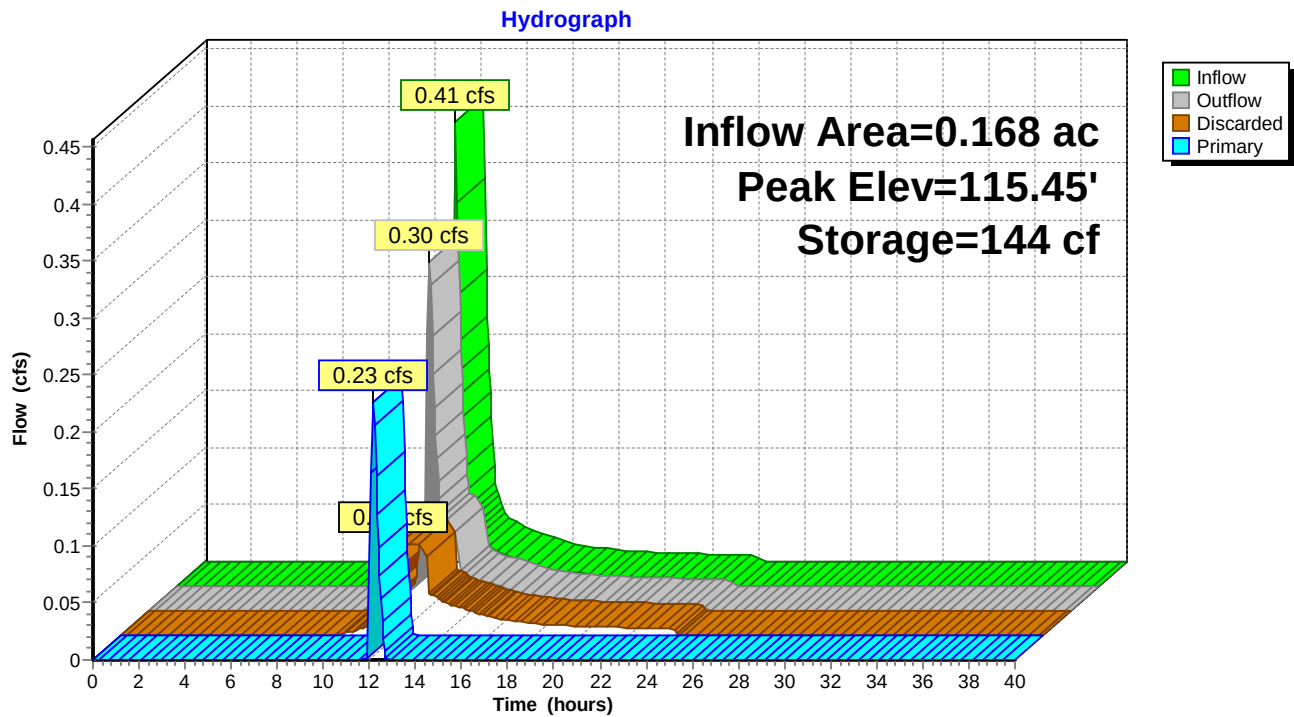
Primary OutFlow Max=0.22 cfs @ 12.17 hrs HW=115.44' (Free Discharge)

↑ **3=Culvert** (Passes 0.22 cfs of 1.31 cfs potential flow)

↑ **2=Orifice/Grate** (Orifice Controls 0.22 cfs @ 2.50 fps)

↑ **4=Orifice/Grate** (Controls 0.00 cfs)

Pond RG-1: Rain Garden



Summary for Pond RG-2: Rain Garden

Inflow Area = 0.223 ac, 57.38% Impervious, Inflow Depth = 2.05" for 10-Year Storm event
 Inflow = 0.52 cfs @ 12.10 hrs, Volume= 0.038 af
 Outflow = 0.25 cfs @ 12.29 hrs, Volume= 0.038 af, Atten= 51%, Lag= 11.8 min
 Discarded = 0.17 cfs @ 11.95 hrs, Volume= 0.036 af
 Primary = 0.09 cfs @ 12.29 hrs, Volume= 0.002 af

Routing by Stor-Ind method, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs
 Peak Elev= 115.21' @ 12.29 hrs Surf.Area= 960 sf Storage= 223 cf

Plug-Flow detention time= 6.0 min calculated for 0.038 af (100% of inflow)
 Center-of-Mass det. time= 6.0 min (849.2 - 843.1)

Volume	Invert	Avail.Storage	Storage Description	
#1	114.50'	2,174 cf	Custom Stage Data (Prismatic) Listed below (Recalc)	
Elevation (feet)	Surf.Area (sq-ft)	Voids (%)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
114.50	960	33.0	0	0
115.00	960	33.0	158	158
115.50	960	33.0	158	317
116.00	960	33.0	158	475
116.50	960	33.0	158	634
117.00	960	100.0	480	1,114
117.50	1,040	100.0	500	1,614
118.00	1,200	100.0	560	2,174

Device	Routing	Invert	Outlet Devices
#1	Discarded	114.50'	7.500 in/hr Exfiltration over Surface area
#2	Device 3	115.00'	4.0" Vert. Orifice/Grate C= 0.600
#3	Primary	114.50'	8.0" x 150.0' long Culvert Ke= 0.500 Outlet Invert= 111.00' S= 0.0233 '/' Cc= 0.900 n= 0.012
#4	Device 3	117.50'	10.0" Horiz. Orifice/Grate Limited to weir flow C= 0.600

Discarded OutFlow Max=0.17 cfs @ 11.95 hrs HW=114.54' (Free Discharge)

↑ **1=Exfiltration** (Exfiltration Controls 0.17 cfs)

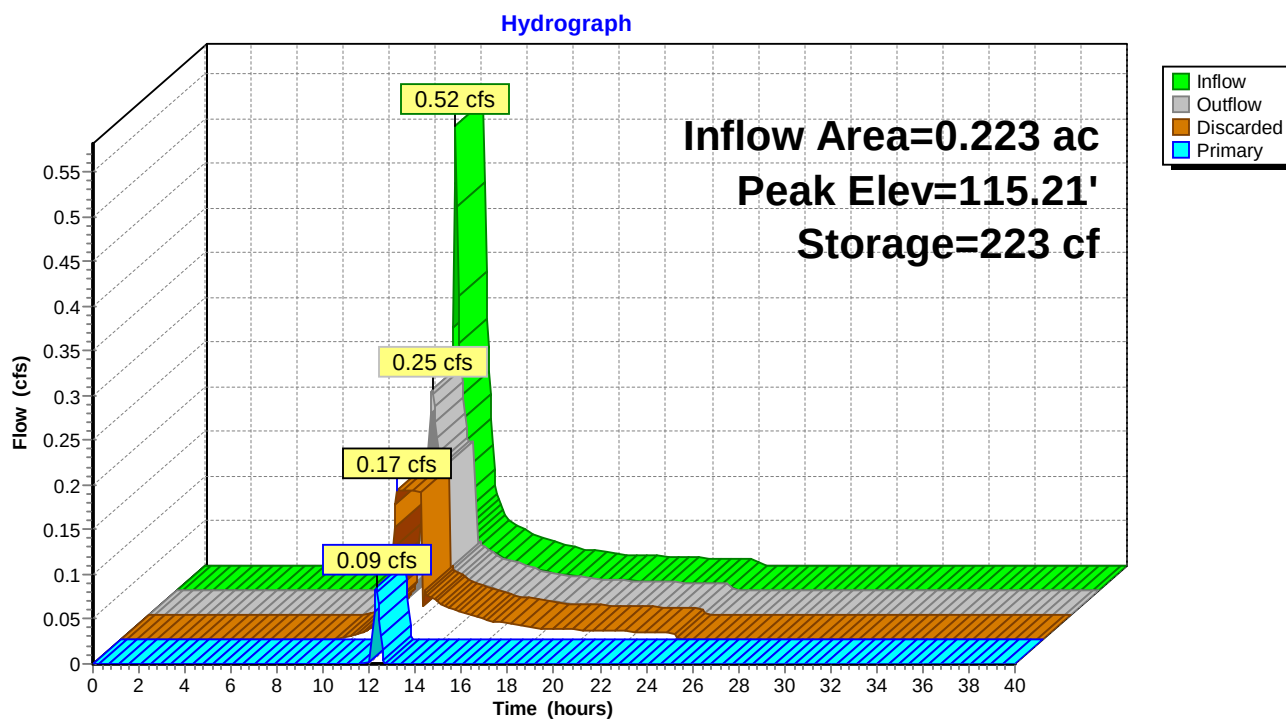
Primary OutFlow Max=0.09 cfs @ 12.29 hrs HW=115.20' (Free Discharge)

↑ **3=Culvert** (Passes 0.09 cfs of 1.02 cfs potential flow)

↑ **2=Orifice/Grate** (Orifice Controls 0.09 cfs @ 1.54 fps)

↑ **4=Orifice/Grate** (Controls 0.00 cfs)

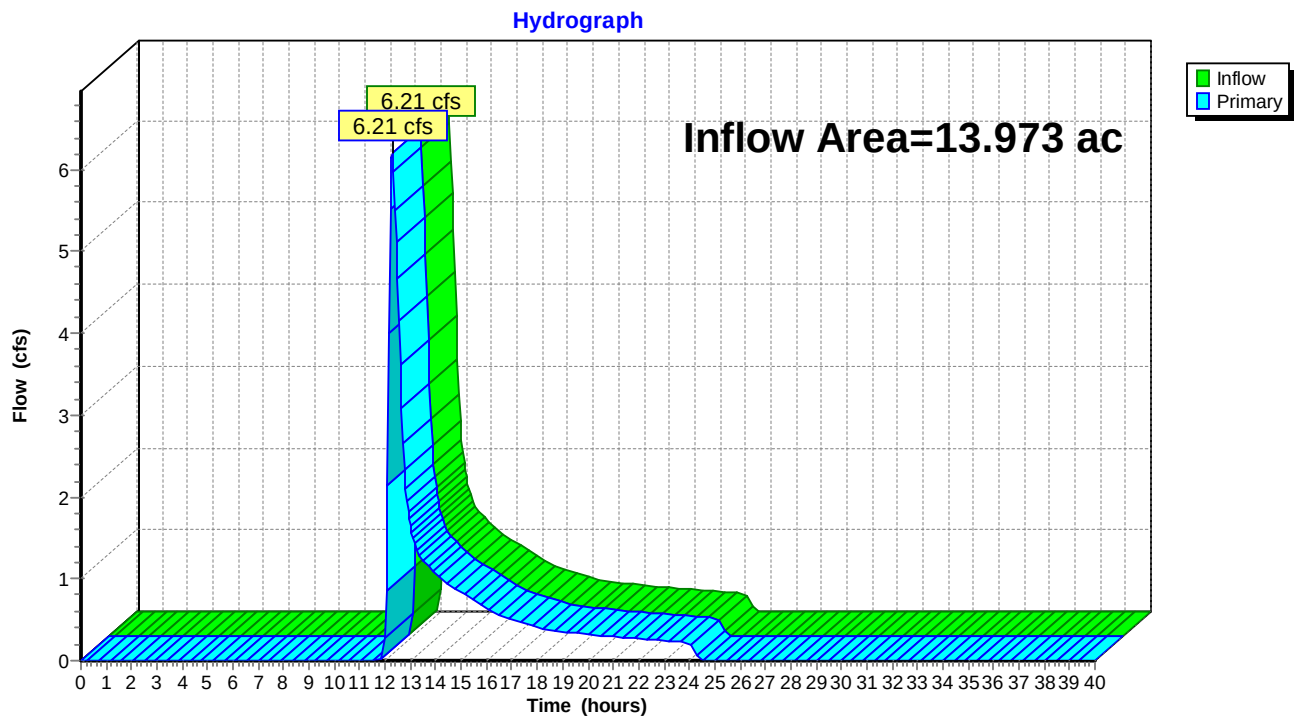
Pond RG-2: Rain Garden



Summary for Link DP#1: Design Point

Inflow Area = 13.973 ac, 25.37% Impervious, Inflow Depth = 0.66" for 10-Year Storm event
Inflow = 6.21 cfs @ 12.27 hrs, Volume= 0.771 af
Primary = 6.21 cfs @ 12.27 hrs, Volume= 0.771 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs

Link DP#1: Design Point

605 Stevens Ave - Post-Development

Type III 24-hr 25-Year Storm Rainfall=5.50"

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Time span=0.00-40.00 hrs, dt=0.05 hrs, 801 points

Runoff by SCS TR-20 method, UH=SCS

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 201: Existing Site Area	Runoff Area=537,572 sf 19.14% Impervious Runoff Depth=1.10" Tc=15.5 min CN=53 Runoff=9.49 cfs 1.134 af
Subcatchment 210: Area to Infiltration Trench	Runoff Area=15,676 sf 71.60% Impervious Runoff Depth=3.43" Tc=6.0 min CN=81 Runoff=1.41 cfs 0.103 af
Subcatchment 211: Area to Rain Garden 1	Runoff Area=7,303 sf 58.87% Impervious Runoff Depth=2.77" Tc=6.0 min CN=74 Runoff=0.53 cfs 0.039 af
Subcatchment 212: Area to Rain Garden 2	Runoff Area=9,701 sf 57.38% Impervious Runoff Depth=2.68" Tc=6.0 min CN=73 Runoff=0.68 cfs 0.050 af
Subcatchment 221: Roof Area to Drip Strip 1	Runoff Area=9,600 sf 79.17% Impervious Runoff Depth=4.69" Tc=6.0 min CN=93 Runoff=1.11 cfs 0.086 af
Subcatchment 222: Roof Area to Drip Strip 2	Runoff Area=9,600 sf 79.17% Impervious Runoff Depth=4.69" Tc=6.0 min CN=93 Runoff=1.11 cfs 0.086 af
Subcatchment 223: Roof Area to Drip Strip 3	Runoff Area=9,600 sf 79.17% Impervious Runoff Depth=4.69" Tc=6.0 min CN=93 Runoff=1.11 cfs 0.086 af
Subcatchment 224: Roof Area to Drip Strip 4	Runoff Area=9,600 sf 79.17% Impervious Runoff Depth=4.69" Tc=6.0 min CN=93 Runoff=1.11 cfs 0.086 af
Reach 1R: 12" Storm Drain	Avg. Depth=0.44' Max Vel=4.82 fps Inflow=1.65 cfs 0.053 af D=12.0" n=0.012 L=440.0' S=0.0107 ' Capacity=3.99 cfs Outflow=1.59 cfs 0.053 af
Pond DS-2: Drip Strip	Peak Elev=116.10' Storage=689 cf Inflow=1.11 cfs 0.086 af Discarded=0.28 cfs 0.083 af Primary=0.17 cfs 0.003 af Outflow=0.45 cfs 0.086 af
Pond DS-3: Drip Strip	Peak Elev=116.10' Storage=689 cf Inflow=1.11 cfs 0.086 af Discarded=0.28 cfs 0.083 af Primary=0.17 cfs 0.003 af Outflow=0.45 cfs 0.086 af
Pond DS-4: Drip Strip	Peak Elev=116.10' Storage=689 cf Inflow=1.11 cfs 0.086 af Discarded=0.28 cfs 0.083 af Primary=0.17 cfs 0.003 af Outflow=0.45 cfs 0.086 af
Pond DS1: Drip Strip	Peak Elev=116.10' Storage=689 cf Inflow=1.11 cfs 0.086 af Discarded=0.28 cfs 0.083 af Primary=0.17 cfs 0.003 af Outflow=0.45 cfs 0.086 af
Pond IT-1: Infiltration Trench	Peak Elev=113.18' Storage=442 cf Inflow=1.41 cfs 0.103 af Discarded=0.22 cfs 0.077 af Primary=0.99 cfs 0.026 af Outflow=1.21 cfs 0.103 af
Pond RG-1: Rain Garden	Peak Elev=115.73' Storage=187 cf Inflow=0.53 cfs 0.039 af Discarded=0.08 cfs 0.029 af Primary=0.32 cfs 0.010 af Outflow=0.40 cfs 0.039 af
Pond RG-2: Rain Garden	Peak Elev=115.43' Storage=294 cf Inflow=0.68 cfs 0.050 af Discarded=0.17 cfs 0.043 af Primary=0.21 cfs 0.006 af Outflow=0.38 cfs 0.050 af

605 Stevens Ave - Post-Development

Type III 24-hr 25-Year Storm Rainfall=5.50"

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Link DP#1: Design Point

Inflow=10.98 cfs 1.187 af

Primary=10.98 cfs 1.187 af

Total Runoff Area = 13.973 ac Runoff Volume = 1.670 af Average Runoff Depth = 1.43"
74.63% Pervious = 10.428 ac 25.37% Impervious = 3.545 ac

Summary for Subcatchment 201: Existing Site Area Uncaptured to Wetland

Runoff = 9.49 cfs @ 12.26 hrs, Volume= 1.134 af, Depth= 1.10"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs

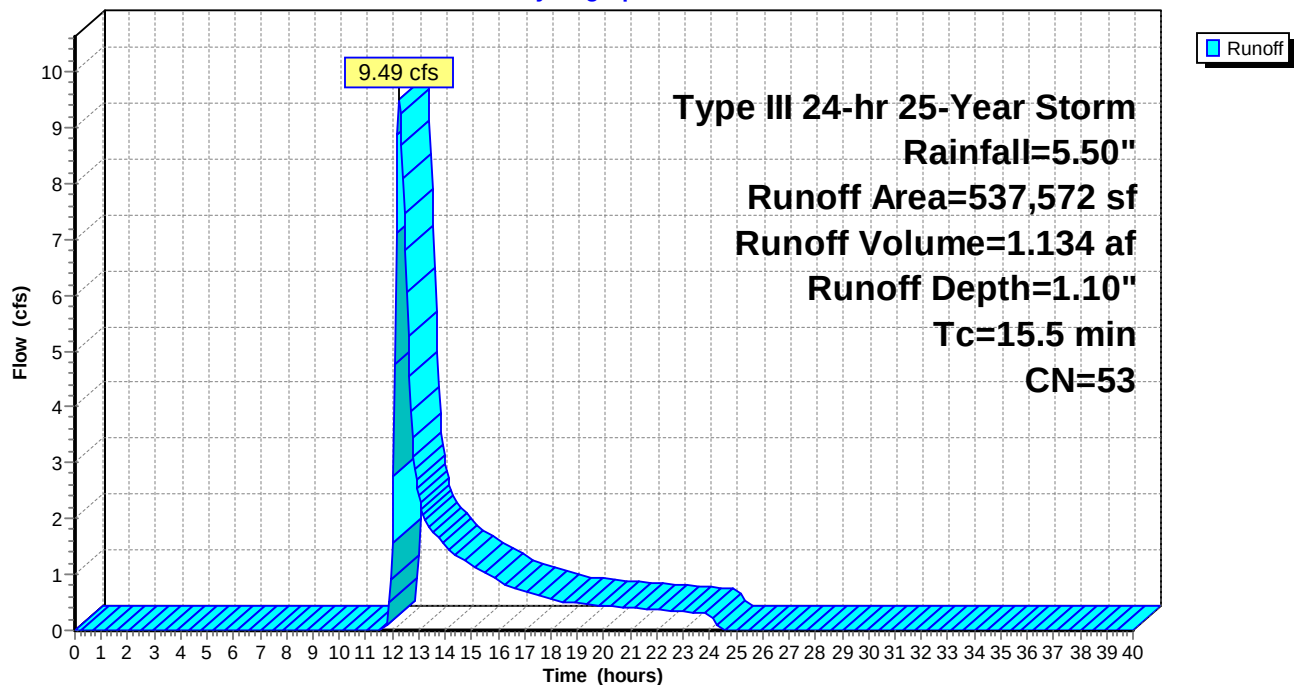
Type III 24-hr 25-Year Storm Rainfall=5.50"

Area (sf)	CN	Description
365,759	39	>75% Grass cover, Good, HSG A
17,506	76	Gravel roads, HSG A
25,724	32	Woods/grass comb., Good, HSG A
23,810	74	>75% Grass cover, Good, HSG C
1,860	89	Gravel roads, HSG C
* 92,620	98	Pavement
* 10,293	98	Roofs
537,572	53	Weighted Average
434,659		Pervious Area
102,913		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
15.5					Direct Entry,

Subcatchment 201: Existing Site Area Uncaptured to Wetland

Hydrograph



Summary for Subcatchment 210: Area to Infiltration Trench

Runoff = 1.41 cfs @ 12.09 hrs, Volume= 0.103 af, Depth= 3.43"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs

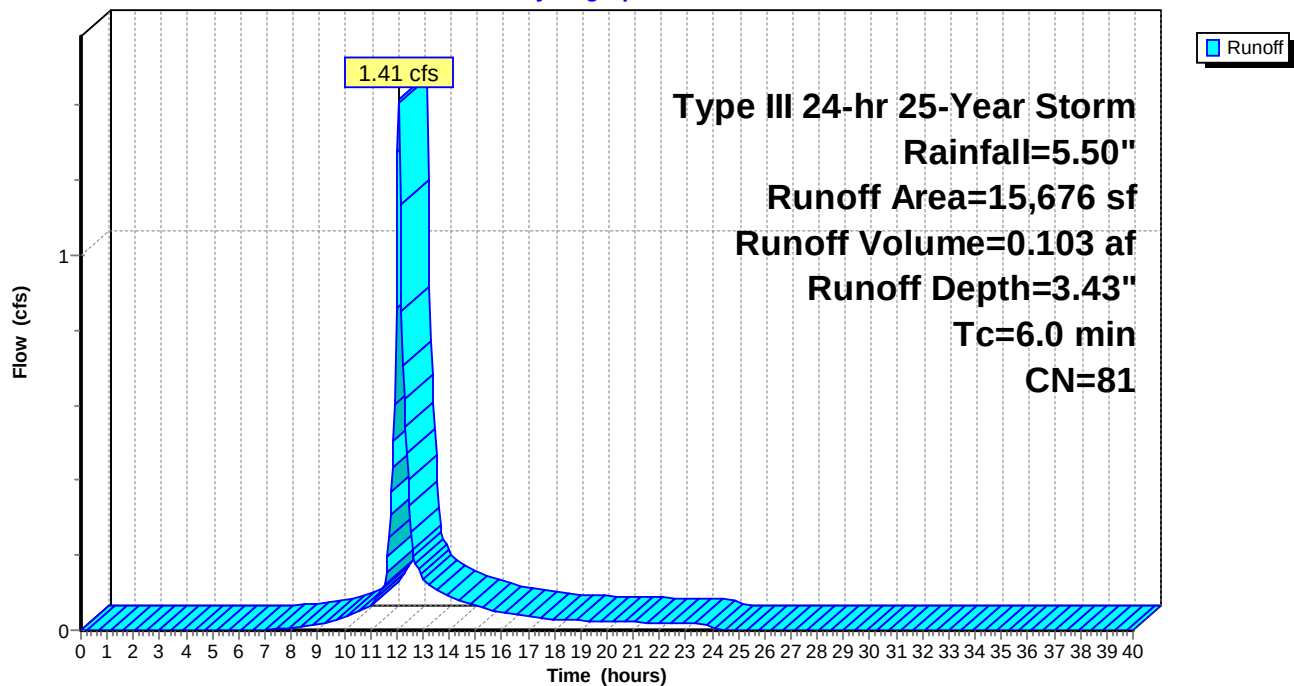
Type III 24-hr 25-Year Storm Rainfall=5.50"

Area (sf)	CN	Description
11,224	98	Paved parking & roofs
4,452	39	>75% Grass cover, Good, HSG A
15,676	81	Weighted Average
4,452		Pervious Area
11,224		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum Tc

Subcatchment 210: Area to Infiltration Trench

Hydrograph



605 Stevens Ave - Post-Development

Type III 24-hr 25-Year Storm Rainfall=5.50"

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Summary for Subcatchment 211: Area to Rain Garden 1

Runoff = 0.53 cfs @ 12.09 hrs, Volume= 0.039 af, Depth= 2.77"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs

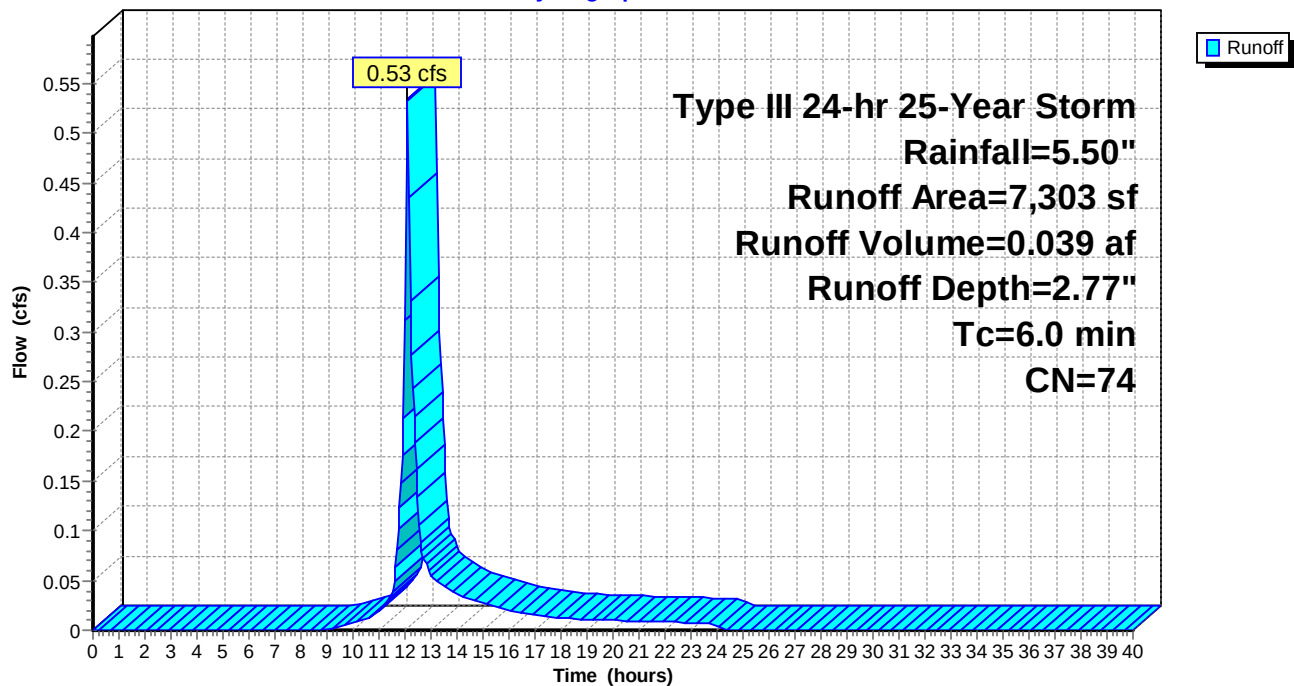
Type III 24-hr 25-Year Storm Rainfall=5.50"

Area (sf)	CN	Description
4,299	98	Paved parking & roofs
3,004	39	>75% Grass cover, Good, HSG A
7,303	74	Weighted Average
3,004		Pervious Area
4,299		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum Tc

Subcatchment 211: Area to Rain Garden 1

Hydrograph



Summary for Subcatchment 212: Area to Rain Garden 2

Runoff = 0.68 cfs @ 12.09 hrs, Volume= 0.050 af, Depth= 2.68"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs

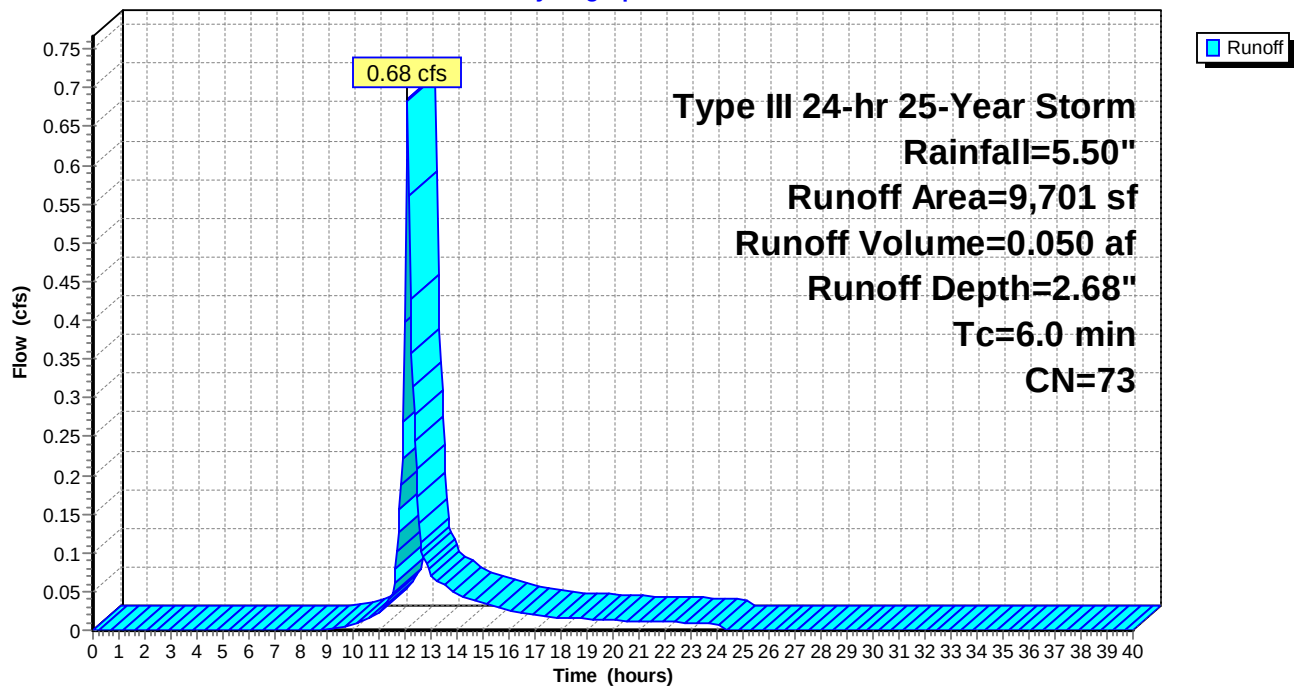
Type III 24-hr 25-Year Storm Rainfall=5.50"

Area (sf)	CN	Description
5,566	98	Paved parking & roofs
4,135	39	>75% Grass cover, Good, HSG A
9,701	73	Weighted Average
4,135		Pervious Area
5,566		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum Tc

Subcatchment 212: Area to Rain Garden 2

Hydrograph



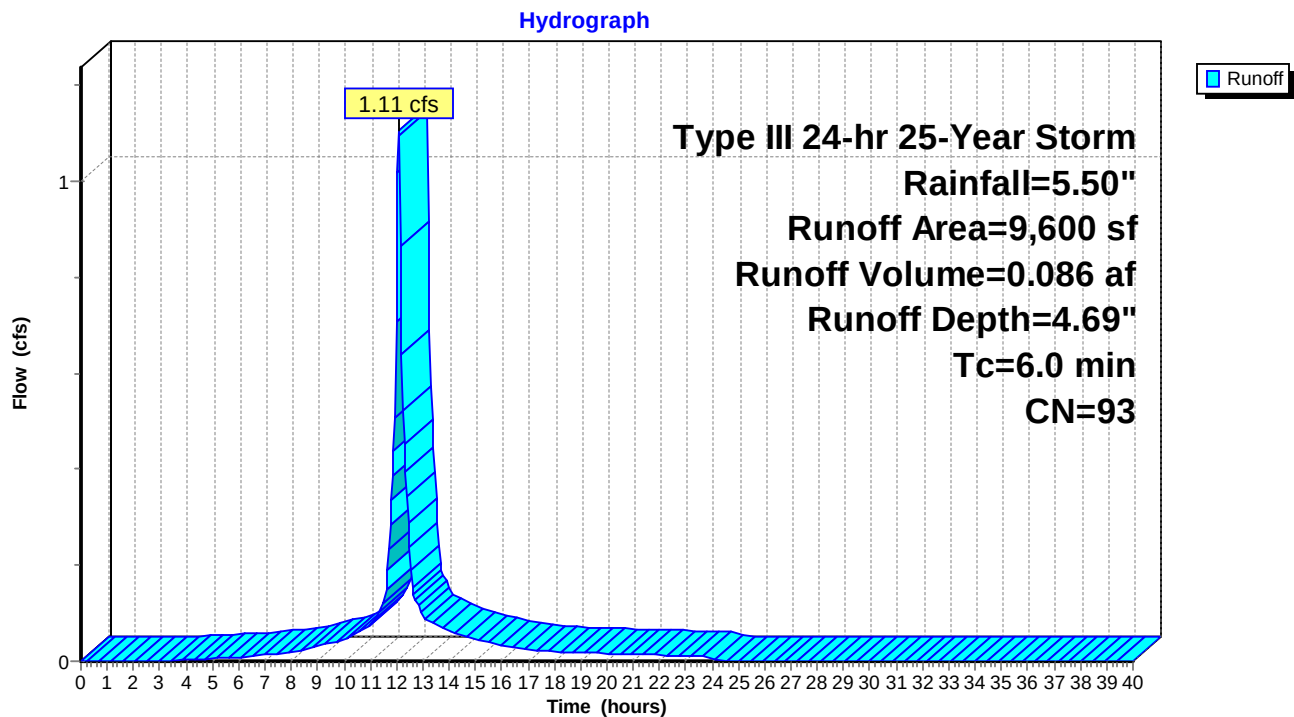
Summary for Subcatchment 221: Roof Area to Drip Strip 1

Runoff = 1.11 cfs @ 12.09 hrs, Volume= 0.086 af, Depth= 4.69"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-Year Storm Rainfall=5.50"

	Area (sf)	CN	Description
*	7,600	98	Roofs
*	2,000	76	Drip stone, HSG A
	9,600	93	Weighted Average
	2,000		Pervious Area
	7,600		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum Tc

Subcatchment 221: Roof Area to Drip Strip 1

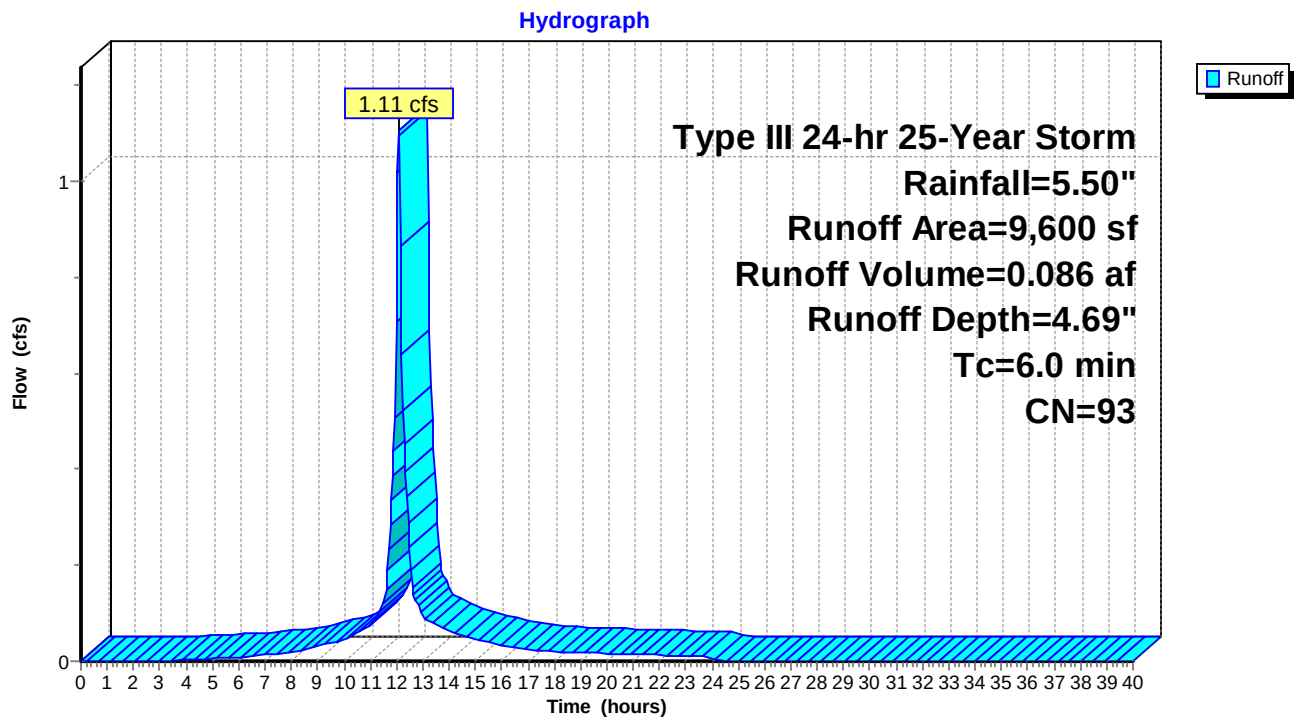
Summary for Subcatchment 222: Roof Area to Drip Strip 2

Runoff = 1.11 cfs @ 12.09 hrs, Volume= 0.086 af, Depth= 4.69"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-Year Storm Rainfall=5.50"

	Area (sf)	CN	Description
*	7,600	98	Roofs
*	2,000	76	Drip stone, HSG A
	9,600	93	Weighted Average
	2,000		Pervious Area
	7,600		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum Tc

Subcatchment 222: Roof Area to Drip Strip 2

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Type III 24-hr 25-Year Storm Rainfall=5.50"

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Summary for Subcatchment 223: Roof Area to Drip Strip 3

Runoff = 1.11 cfs @ 12.09 hrs, Volume= 0.086 af, Depth= 4.69"

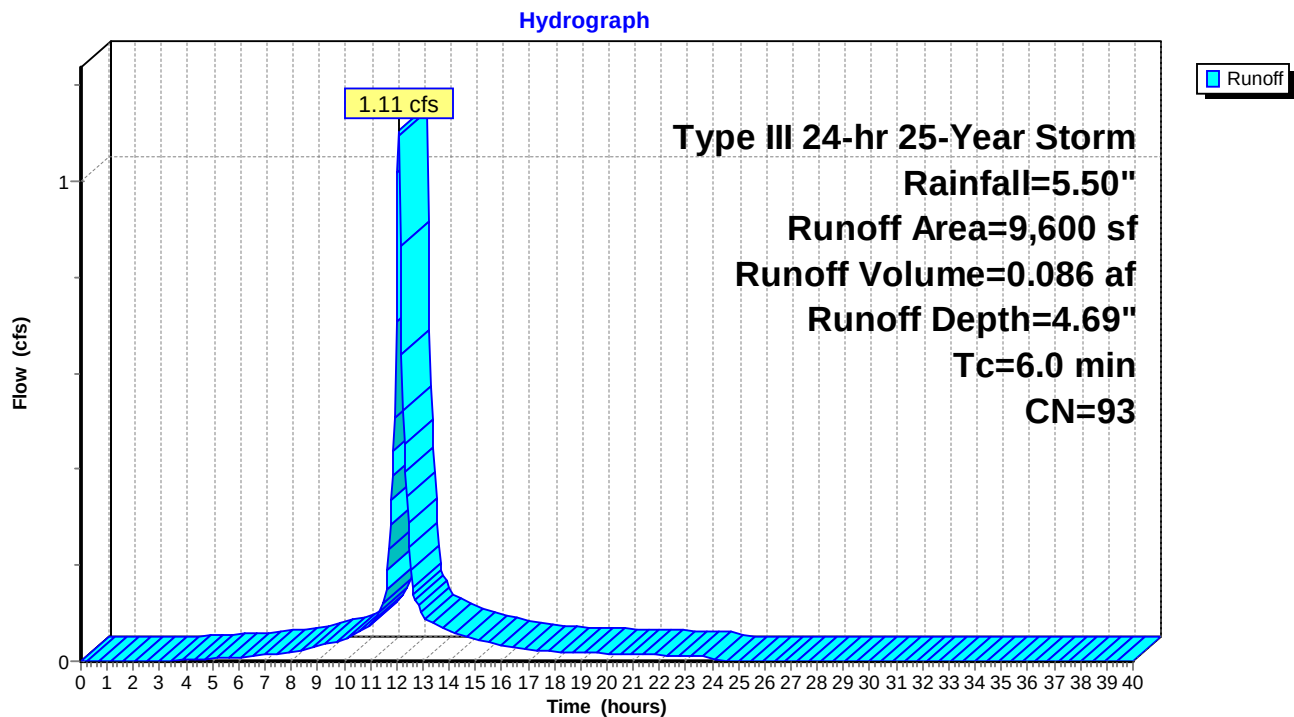
Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs

Type III 24-hr 25-Year Storm Rainfall=5.50"

	Area (sf)	CN	Description
*	7,600	98	Roofs
*	2,000	76	Drip stone, HSG A
	9,600	93	Weighted Average
	2,000		Pervious Area
	7,600		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum Tc

Subcatchment 223: Roof Area to Drip Strip 3



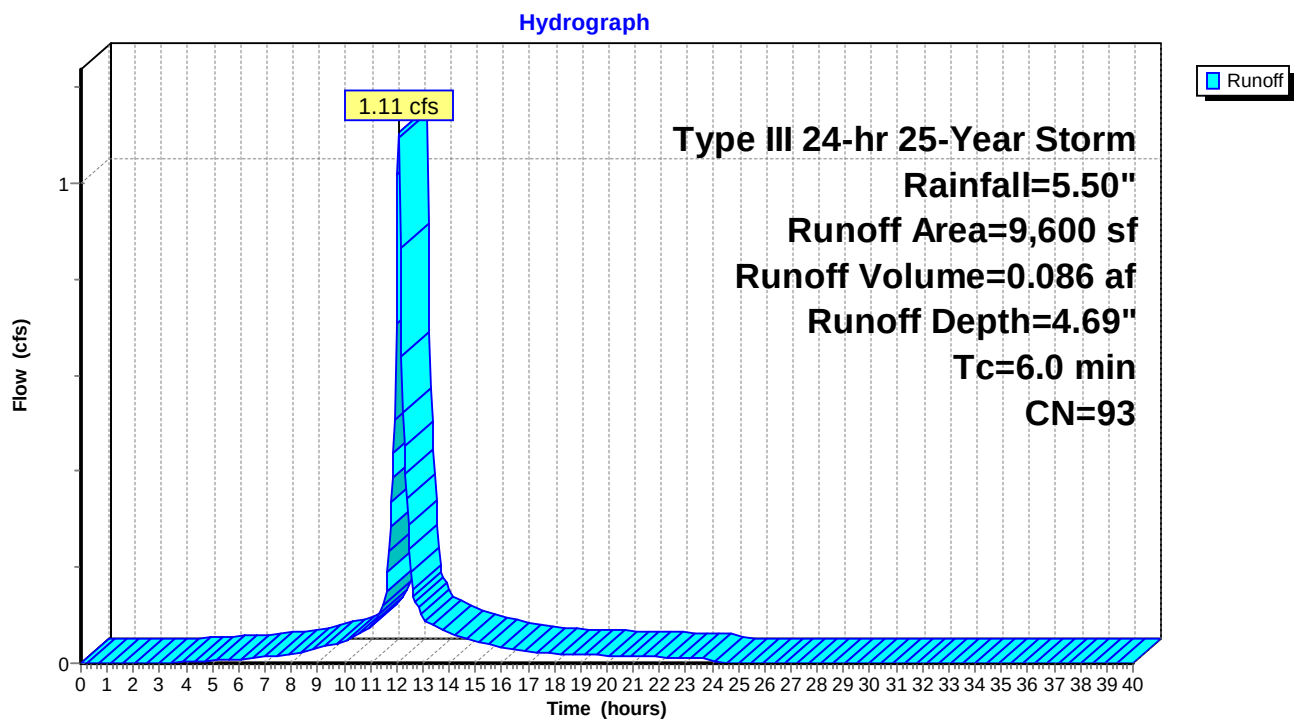
Summary for Subcatchment 224: Roof Area to Drip Strip 4

Runoff = 1.11 cfs @ 12.09 hrs, Volume= 0.086 af, Depth= 4.69"

Runoff by SCS TR-20 method, UH=SCS, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs
Type III 24-hr 25-Year Storm Rainfall=5.50"

	Area (sf)	CN	Description
*	7,600	98	Roofs
*	2,000	76	Drip stone, HSG A
	9,600	93	Weighted Average
	2,000		Pervious Area
	7,600		Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry, Minimum Tc

Subcatchment 224: Roof Area to Drip Strip 4

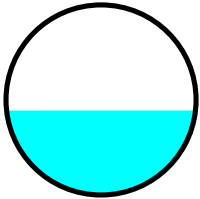
Summary for Reach 1R: 12" Storm Drain

Inflow Area = 1.632 ac, 72.44% Impervious, Inflow Depth = 0.39" for 25-Year Storm event
 Inflow = 1.65 cfs @ 12.28 hrs, Volume= 0.053 af
 Outflow = 1.59 cfs @ 12.33 hrs, Volume= 0.053 af, Atten= 3%, Lag= 2.7 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs
 Max. Velocity= 4.82 fps, Min. Travel Time= 1.5 min
 Avg. Velocity = 1.79 fps, Avg. Travel Time= 4.1 min

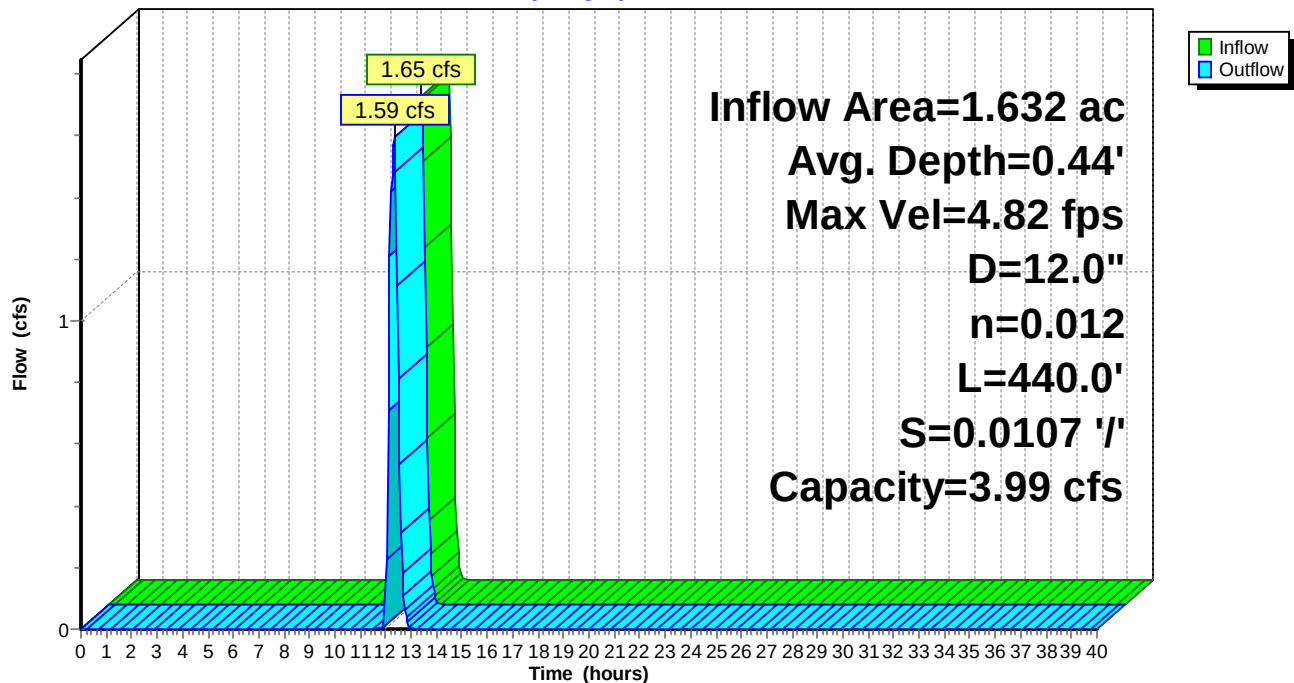
Peak Storage= 149 cf @ 12.30 hrs, Average Depth at Peak Storage= 0.44'
 Bank-Full Depth= 1.00', Capacity at Bank-Full= 3.99 cfs

12.0" Diameter Pipe, n= 0.012
 Length= 440.0' Slope= 0.0107 '/'
 Inlet Invert= 111.20', Outlet Invert= 106.50'



Reach 1R: 12" Storm Drain

Hydrograph



Summary for Pond DS-2: Drip Strip

Inflow Area = 0.220 ac, 79.17% Impervious, Inflow Depth = 4.69" for 25-Year Storm event
 Inflow = 1.11 cfs @ 12.09 hrs, Volume= 0.086 af
 Outflow = 0.45 cfs @ 12.32 hrs, Volume= 0.086 af, Atten= 60%, Lag= 13.8 min
 Discarded = 0.28 cfs @ 11.80 hrs, Volume= 0.083 af
 Primary = 0.17 cfs @ 12.32 hrs, Volume= 0.003 af

Routing by Stor-Ind method, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs
 Peak Elev= 116.10' @ 12.32 hrs Surf.Area= 1,600 sf Storage= 689 cf

Plug-Flow detention time= 11.9 min calculated for 0.086 af (100% of inflow)
 Center-of-Mass det. time= 11.9 min (787.4 - 775.5)

Volume	Invert	Avail.Storage	Storage Description	
#1	115.00'	3,040 cf	Custom Stage Data (Prismatic) Listed below (Recalc)	
Elevation (feet)	Surf.Area (sq-ft)	Voids (%)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
115.00	1,600	0.0	0	0
116.00	1,600	40.0	640	640
117.00	1,600	30.0	480	1,120
118.00	1,600	40.0	640	1,760
119.00	1,600	40.0	640	2,400
120.00	1,600	40.0	640	3,040

Device	Routing	Invert	Outlet Devices	
#1	Discarded	115.00'	7.500 in/hr Exfiltration over Surface area	
#2	Primary	116.00'	6.0" Horiz. Orifice/Grate	Limited to weir flow C= 0.600

Discarded OutFlow Max=0.28 cfs @ 11.80 hrs HW=115.06' (Free Discharge)

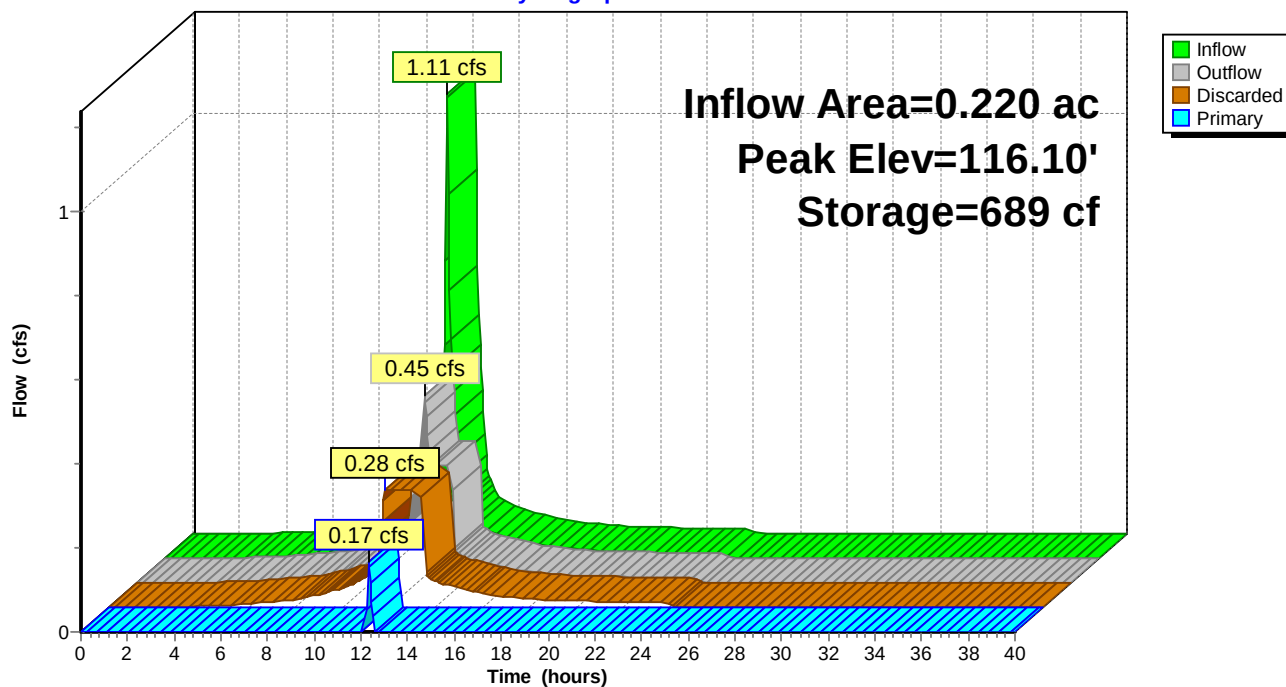
↑ **1=Exfiltration** (Exfiltration Controls 0.28 cfs)

Primary OutFlow Max=0.16 cfs @ 12.32 hrs HW=116.10' (Free Discharge)

↑ **2=Orifice/Grate** (Weir Controls 0.16 cfs @ 1.03 fps)

Pond DS-2: Drip Strip

Hydrograph



Summary for Pond DS-3: Drip Strip

Inflow Area = 0.220 ac, 79.17% Impervious, Inflow Depth = 4.69" for 25-Year Storm event
 Inflow = 1.11 cfs @ 12.09 hrs, Volume= 0.086 af
 Outflow = 0.45 cfs @ 12.32 hrs, Volume= 0.086 af, Atten= 60%, Lag= 13.8 min
 Discarded = 0.28 cfs @ 11.80 hrs, Volume= 0.083 af
 Primary = 0.17 cfs @ 12.32 hrs, Volume= 0.003 af

Routing by Stor-Ind method, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs
 Peak Elev= 116.10' @ 12.32 hrs Surf.Area= 1,600 sf Storage= 689 cf

Plug-Flow detention time= 11.9 min calculated for 0.086 af (100% of inflow)
 Center-of-Mass det. time= 11.9 min (787.4 - 775.5)

Volume	Invert	Avail.Storage	Storage Description	
#1	115.00'	3,040 cf	Custom Stage Data (Prismatic) Listed below (Recalc)	
Elevation (feet)	Surf.Area (sq-ft)	Voids (%)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
115.00	1,600	0.0	0	0
116.00	1,600	40.0	640	640
117.00	1,600	30.0	480	1,120
118.00	1,600	40.0	640	1,760
119.00	1,600	40.0	640	2,400
120.00	1,600	40.0	640	3,040

Device	Routing	Invert	Outlet Devices	
#1	Discarded	115.00'	7.500 in/hr Exfiltration over Surface area	
#2	Primary	116.00'	6.0" Horiz. Orifice/Grate	Limited to weir flow C= 0.600

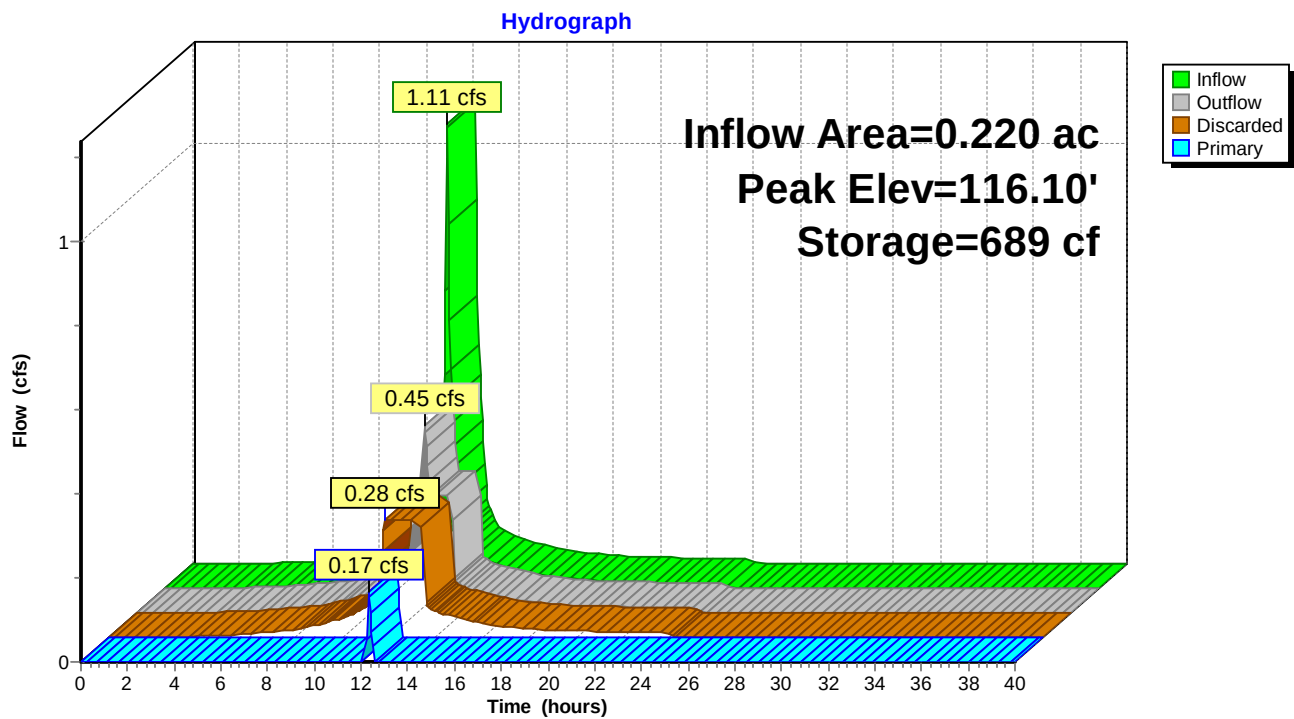
Discarded OutFlow Max=0.28 cfs @ 11.80 hrs HW=115.06' (Free Discharge)

↑ **1=Exfiltration** (Exfiltration Controls 0.28 cfs)

Primary OutFlow Max=0.16 cfs @ 12.32 hrs HW=116.10' (Free Discharge)

↑ **2=Orifice/Grate** (Weir Controls 0.16 cfs @ 1.03 fps)

Pond DS-3: Drip Strip



Summary for Pond DS-4: Drip Strip

Inflow Area = 0.220 ac, 79.17% Impervious, Inflow Depth = 4.69" for 25-Year Storm event
 Inflow = 1.11 cfs @ 12.09 hrs, Volume= 0.086 af
 Outflow = 0.45 cfs @ 12.32 hrs, Volume= 0.086 af, Atten= 60%, Lag= 13.8 min
 Discarded = 0.28 cfs @ 11.80 hrs, Volume= 0.083 af
 Primary = 0.17 cfs @ 12.32 hrs, Volume= 0.003 af

Routing by Stor-Ind method, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs
 Peak Elev= 116.10' @ 12.32 hrs Surf.Area= 1,600 sf Storage= 689 cf

Plug-Flow detention time= 11.9 min calculated for 0.086 af (100% of inflow)
 Center-of-Mass det. time= 11.9 min (787.4 - 775.5)

Volume	Invert	Avail.Storage	Storage Description	
#1	115.00'	3,040 cf	Custom Stage Data (Prismatic) Listed below (Recalc)	
Elevation (feet)	Surf.Area (sq-ft)	Voids (%)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
115.00	1,600	0.0	0	0
116.00	1,600	40.0	640	640
117.00	1,600	30.0	480	1,120
118.00	1,600	40.0	640	1,760
119.00	1,600	40.0	640	2,400
120.00	1,600	40.0	640	3,040

Device	Routing	Invert	Outlet Devices	
#1	Discarded	115.00'	7.500 in/hr Exfiltration over Surface area	
#2	Primary	116.00'	6.0" Horiz. Orifice/Grate	Limited to weir flow C= 0.600

Discarded OutFlow Max=0.28 cfs @ 11.80 hrs HW=115.06' (Free Discharge)

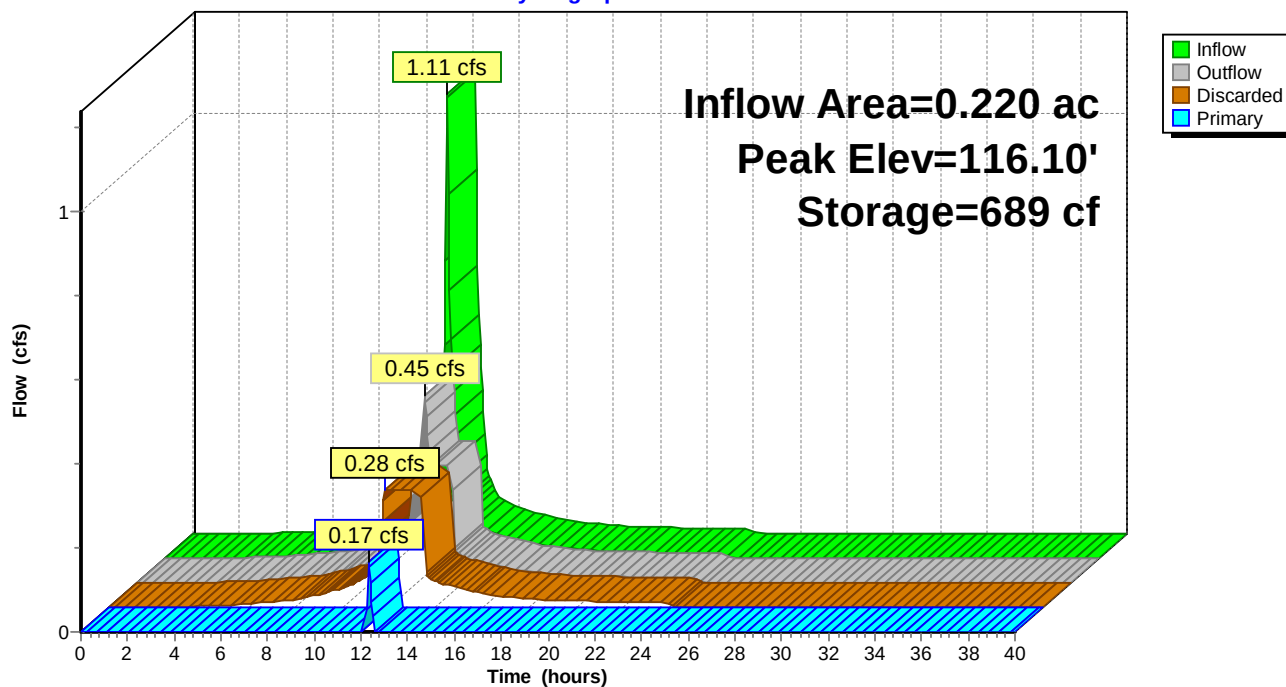
↑ **1=Exfiltration** (Exfiltration Controls 0.28 cfs)

Primary OutFlow Max=0.16 cfs @ 12.32 hrs HW=116.10' (Free Discharge)

↑ **2=Orifice/Grate** (Weir Controls 0.16 cfs @ 1.03 fps)

Pond DS-4: Drip Strip

Hydrograph



Summary for Pond DS1: Drip Strip

Inflow Area = 0.220 ac, 79.17% Impervious, Inflow Depth = 4.69" for 25-Year Storm event
 Inflow = 1.11 cfs @ 12.09 hrs, Volume= 0.086 af
 Outflow = 0.45 cfs @ 12.32 hrs, Volume= 0.086 af, Atten= 60%, Lag= 13.8 min
 Discarded = 0.28 cfs @ 11.80 hrs, Volume= 0.083 af
 Primary = 0.17 cfs @ 12.32 hrs, Volume= 0.003 af

Routing by Stor-Ind method, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs
 Peak Elev= 116.10' @ 12.32 hrs Surf.Area= 1,600 sf Storage= 689 cf

Plug-Flow detention time= 11.9 min calculated for 0.086 af (100% of inflow)
 Center-of-Mass det. time= 11.9 min (787.4 - 775.5)

Volume	Invert	Avail.Storage	Storage Description	
#1	115.00'	3,040 cf	Custom Stage Data (Prismatic) Listed below (Recalc)	
Elevation (feet)	Surf.Area (sq-ft)	Voids (%)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
115.00	1,600	0.0	0	0
116.00	1,600	40.0	640	640
117.00	1,600	30.0	480	1,120
118.00	1,600	40.0	640	1,760
119.00	1,600	40.0	640	2,400
120.00	1,600	40.0	640	3,040

Device	Routing	Invert	Outlet Devices	
#1	Discarded	115.00'	7.500 in/hr Exfiltration over Surface area	
#2	Primary	116.00'	6.0" Horiz. Orifice/Grate	Limited to weir flow C= 0.600

Discarded OutFlow Max=0.28 cfs @ 11.80 hrs HW=115.06' (Free Discharge)

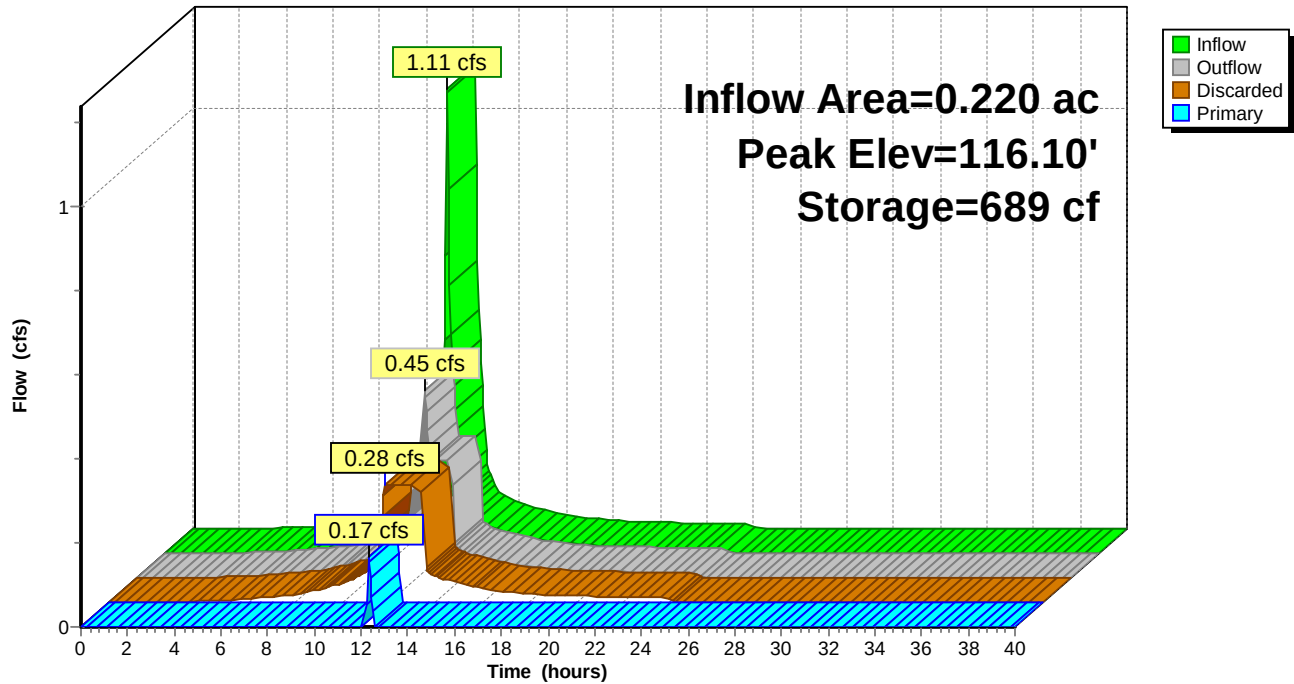
↑ **1=Exfiltration** (Exfiltration Controls 0.28 cfs)

Primary OutFlow Max=0.16 cfs @ 12.32 hrs HW=116.10' (Free Discharge)

↑ **2=Orifice/Grate** (Weir Controls 0.16 cfs @ 1.03 fps)

Pond DS1: Drip Strip

Hydrograph



Summary for Pond IT-1: Infiltration Trench

Inflow Area = 0.360 ac, 71.60% Impervious, Inflow Depth = 3.43" for 25-Year Storm event
 Inflow = 1.41 cfs @ 12.09 hrs, Volume= 0.103 af
 Outflow = 1.21 cfs @ 12.14 hrs, Volume= 0.103 af, Atten= 15%, Lag= 3.1 min
 Discarded = 0.22 cfs @ 11.70 hrs, Volume= 0.077 af
 Primary = 0.99 cfs @ 12.14 hrs, Volume= 0.026 af

Routing by Stor-Ind method, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs
 Peak Elev= 113.18' @ 12.14 hrs Surf.Area= 1,250 sf Storage= 442 cf

Plug-Flow detention time= 5.4 min calculated for 0.103 af (100% of inflow)
 Center-of-Mass det. time= 5.3 min (820.4 - 815.1)

Volume	Invert	Avail.Storage	Storage Description	
#1	112.00'	2,250 cf	Custom Stage Data (Prismatic) Listed below (Recalc)	
Elevation (feet)	Surf.Area (sq-ft)	Voids (%)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
112.00	1,250	0.0	0	0
113.00	1,250	30.0	375	375
114.00	1,250	30.0	375	750
115.00	1,250	40.0	500	1,250
116.00	1,250	40.0	500	1,750
117.00	1,250	40.0	500	2,250

Device	Routing	Invert	Outlet Devices
#1	Discarded	112.00'	7.500 in/hr Exfiltration over Surface area
#2	Primary	112.50'	8.0" Vert. Orifice/Grate C= 0.600

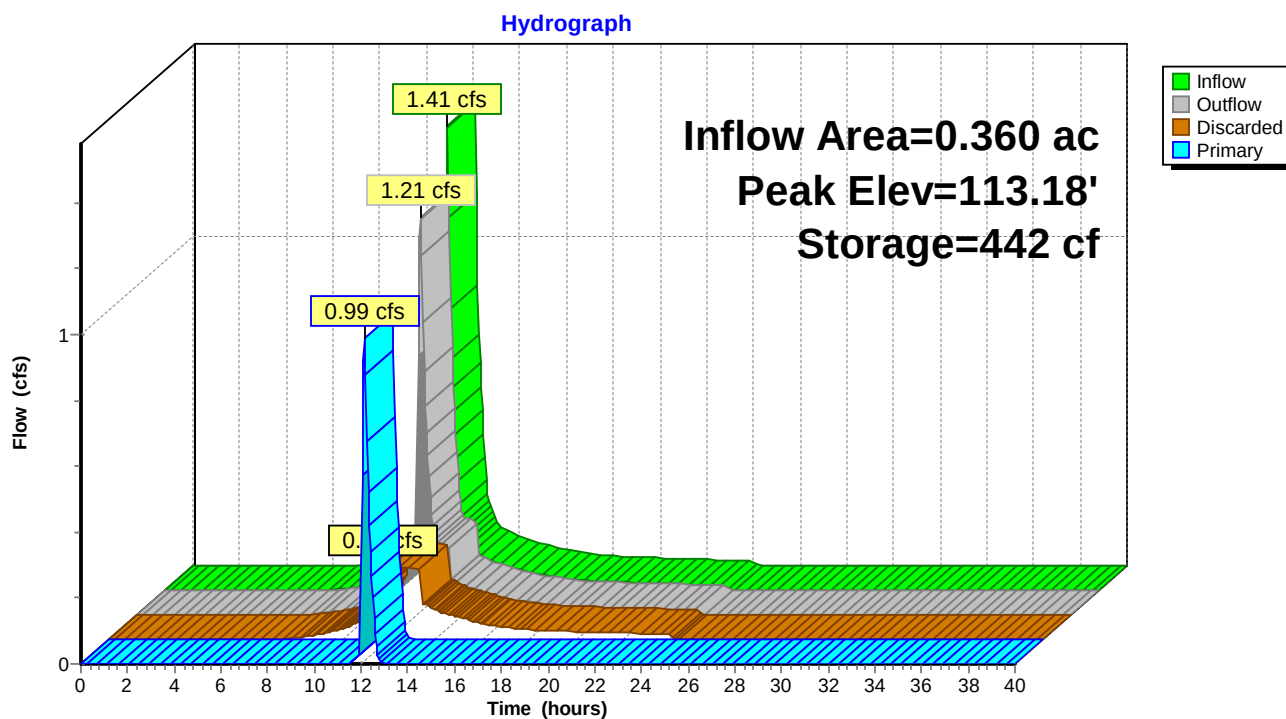
Discarded OutFlow Max=0.22 cfs @ 11.70 hrs HW=112.05' (Free Discharge)

↑ **1=Exfiltration** (Exfiltration Controls 0.22 cfs)

Primary OutFlow Max=0.98 cfs @ 12.14 hrs HW=113.17' (Free Discharge)

↑ **2=Orifice/Grate** (Orifice Controls 0.98 cfs @ 2.80 fps)

Pond IT-1: Infiltration Trench



Summary for Pond RG-1: Rain Garden

Inflow Area = 0.168 ac, 58.87% Impervious, Inflow Depth = 2.77" for 25-Year Storm event
 Inflow = 0.53 cfs @ 12.09 hrs, Volume= 0.039 af
 Outflow = 0.40 cfs @ 12.17 hrs, Volume= 0.039 af, Atten= 26%, Lag= 4.7 min
 Discarded = 0.08 cfs @ 11.75 hrs, Volume= 0.029 af
 Primary = 0.32 cfs @ 12.17 hrs, Volume= 0.010 af

Routing by Stor-Ind method, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs
 Peak Elev= 115.73' @ 12.17 hrs Surf.Area= 460 sf Storage= 187 cf

Plug-Flow detention time= 5.7 min calculated for 0.039 af (100% of inflow)
 Center-of-Mass det. time= 5.7 min (838.5 - 832.8)

Volume	Invert	Avail.Storage	Storage Description	
#1	114.50'	1,185 cf	Custom Stage Data (Prismatic) Listed below (Recalc)	
Elevation (feet)	Surf.Area (sq-ft)	Voids (%)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
114.50	460	33.0	0	0
115.00	460	33.0	76	76
115.50	460	33.0	76	152
116.00	460	33.0	76	228
116.50	460	100.0	230	458
117.00	460	100.0	230	688
117.50	505	100.0	241	929
118.00	520	100.0	256	1,185

Device	Routing	Invert	Outlet Devices
#1	Discarded	114.50'	7.500 in/hr Exfiltration over Surface area
#2	Device 3	115.00'	4.0" Vert. Orifice/Grate C= 0.600
#3	Primary	114.50'	8.0" x 150.0' long Culvert Ke= 0.500 Outlet Invert= 111.00' S= 0.0233 '/' Cc= 0.900 n= 0.012
#4	Device 3	117.50'	10.0" Horiz. Orifice/Grate Limited to weir flow C= 0.600

Discarded OutFlow Max=0.08 cfs @ 11.75 hrs HW=114.55' (Free Discharge)

↑ **1=Exfiltration** (Exfiltration Controls 0.08 cfs)

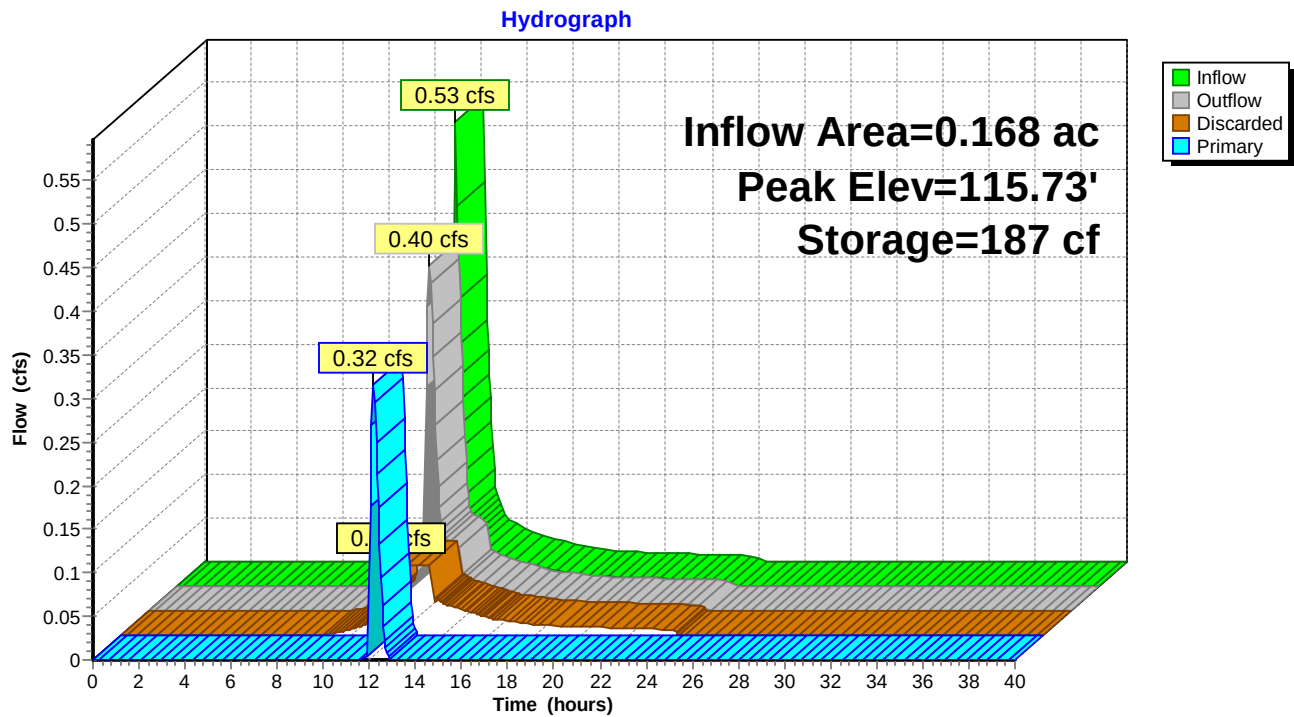
Primary OutFlow Max=0.31 cfs @ 12.17 hrs HW=115.71' (Free Discharge)

↑ **3=Culvert** (Passes 0.31 cfs of 1.57 cfs potential flow)

↑ **2=Orifice/Grate** (Orifice Controls 0.31 cfs @ 3.55 fps)

↑ **4=Orifice/Grate** (Controls 0.00 cfs)

Pond RG-1: Rain Garden



Summary for Pond RG-2: Rain Garden

Inflow Area = 0.223 ac, 57.38% Impervious, Inflow Depth = 2.68" for 25-Year Storm event
 Inflow = 0.68 cfs @ 12.09 hrs, Volume= 0.050 af
 Outflow = 0.38 cfs @ 12.24 hrs, Volume= 0.050 af, Atten= 44%, Lag= 8.6 min
 Discarded = 0.17 cfs @ 11.85 hrs, Volume= 0.043 af
 Primary = 0.21 cfs @ 12.24 hrs, Volume= 0.006 af

Routing by Stor-Ind method, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs
 Peak Elev= 115.43' @ 12.24 hrs Surf.Area= 960 sf Storage= 294 cf

Plug-Flow detention time= 6.4 min calculated for 0.050 af (100% of inflow)
 Center-of-Mass det. time= 6.4 min (841.7 - 835.3)

Volume	Invert	Avail.Storage	Storage Description	
#1	114.50'	2,174 cf	Custom Stage Data (Prismatic) Listed below (Recalc)	
Elevation (feet)	Surf.Area (sq-ft)	Voids (%)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
114.50	960	33.0	0	0
115.00	960	33.0	158	158
115.50	960	33.0	158	317
116.00	960	33.0	158	475
116.50	960	33.0	158	634
117.00	960	100.0	480	1,114
117.50	1,040	100.0	500	1,614
118.00	1,200	100.0	560	2,174

Device	Routing	Invert	Outlet Devices
#1	Discarded	114.50'	7.500 in/hr Exfiltration over Surface area
#2	Device 3	115.00'	4.0" Vert. Orifice/Grate C= 0.600
#3	Primary	114.50'	8.0" x 150.0' long Culvert Ke= 0.500 Outlet Invert= 111.00' S= 0.0233 '/' Cc= 0.900 n= 0.012
#4	Device 3	117.50'	10.0" Horiz. Orifice/Grate Limited to weir flow C= 0.600

Discarded OutFlow Max=0.17 cfs @ 11.85 hrs HW=114.54' (Free Discharge)

↑ **1=Exfiltration** (Exfiltration Controls 0.17 cfs)

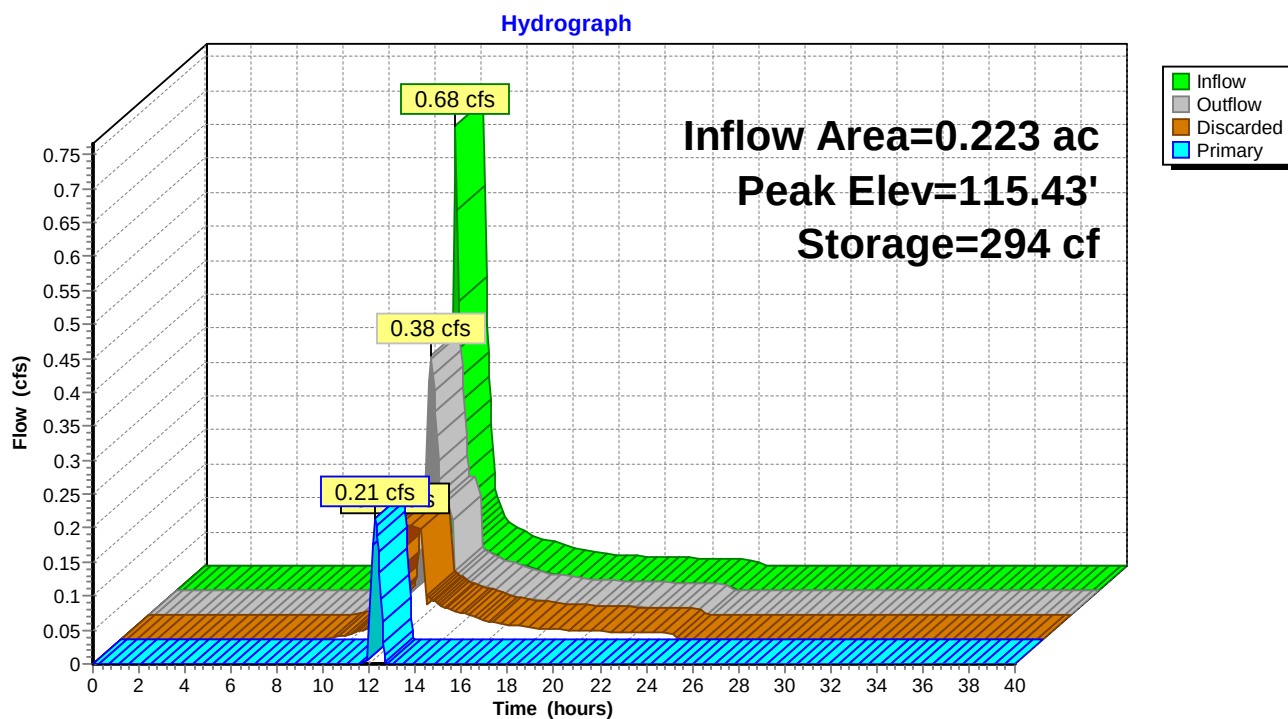
Primary OutFlow Max=0.21 cfs @ 12.24 hrs HW=115.42' (Free Discharge)

↑ **3=Culvert** (Passes 0.21 cfs of 1.29 cfs potential flow)

↑ **2=Orifice/Grate** (Orifice Controls 0.21 cfs @ 2.44 fps)

↑ **4=Orifice/Grate** (Controls 0.00 cfs)

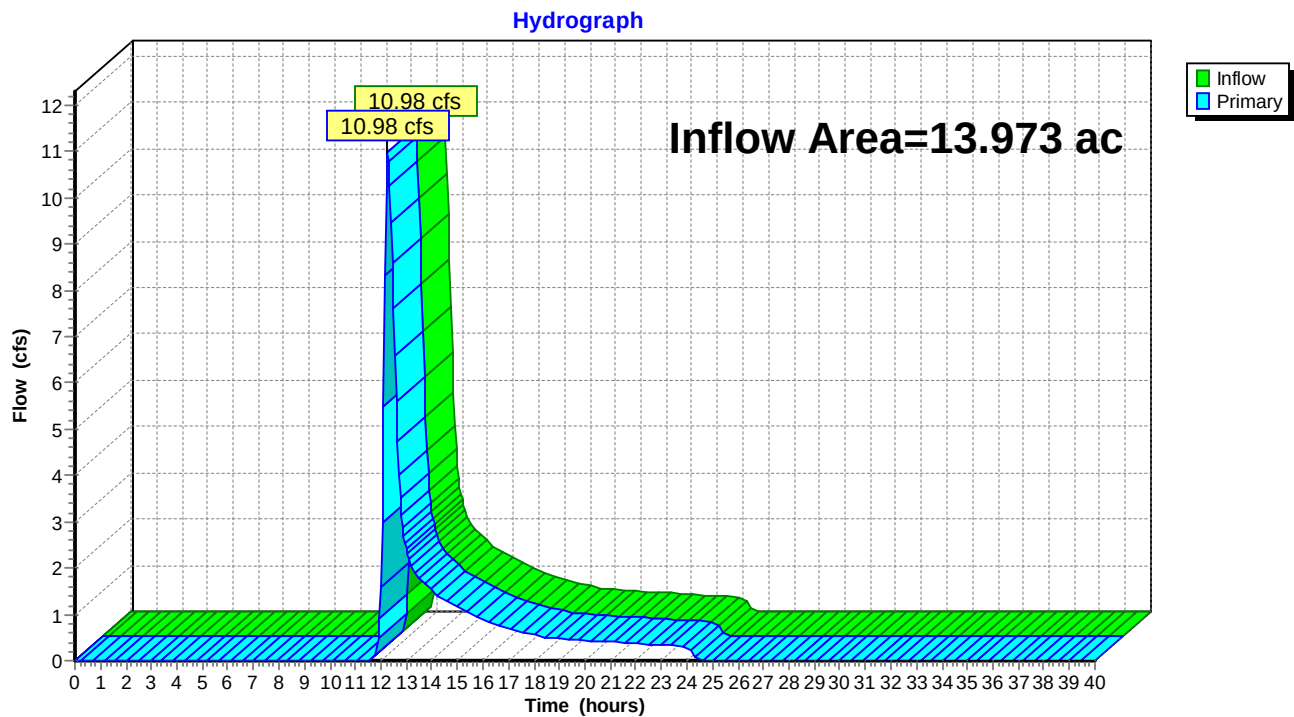
Pond RG-2: Rain Garden



Summary for Link DP#1: Design Point

Inflow Area = 13.973 ac, 25.37% Impervious, Inflow Depth = 1.02" for 25-Year Storm event
Inflow = 10.98 cfs @ 12.27 hrs, Volume= 1.187 af
Primary = 10.98 cfs @ 12.27 hrs, Volume= 1.187 af, Atten= 0%, Lag= 0.0 min

Primary outflow = Inflow, Time Span= 0.00-40.00 hrs, dt= 0.05 hrs

Link DP#1: Design Point

ATTACHMENT D

Stormwater Operations and Maintenance Manual

**OPERATIONS AND MAINTENANCE MANUAL
FOR STORMWATER MANAGEMENT AND
RELATED STORMWATER FACILITIES**

**MOTHERHOUSE SENIOR HOUSING
605 STEVENS AVENUE
PORTLAND, MAINE**

PREPARED FOR:

**MOTHERHOUSE ASSOCIATES LP
100 COMMERCIAL STREET
SUITE 414
PORTLAND ME 04101**

PREPARED BY

**FAY, SPOFFORD & THORNDIKE, INC.
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, MAINE 04106
(207) 775-1121**



JUNE 2015

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I. INTRODUCTION

Relatively complex stormwater management facilities are commonly installed in development projects including, commercial facilities, and many other developments. The complexity and goals of these systems vary with the nature of the receiving water, as well as the type of development. Runoff from developed areas of the project, including rooftops, paved, or lawn areas typically contain materials that can impact the receiving waters. Source control and the installation of wet ponds, infiltration galleries, and proprietary water quality units such as Filterra® and StormTreat™ units are often combined with pretreatment measures or vegetated buffer strips and other best management practices are also among the options that can significantly reduce the non-point pollution discharge from the developed area. These measures are particularly important to projects in the watersheds of sensitive water bodies, or projects with potential impacts to groundwater. With the increased cost of land and development, there is an increased tendency to construct portions of the stormwater management systems underground.

The effectiveness of water quality management provisions and other components of the stormwater management system are dependent on their design, upkeep, and maintenance to assure they meet their intended function over an extended period of years. It is critical that the stormwater management facilities are regularly inspected, and that maintenance is performed on an as-needed basis. It must also be recognized that the effectiveness of these facilities, and their maintenance requirements, are related to the stormwater drainage facilities that collect and transport the flow to the ponds, infiltration galleries, and other treatment measures. Thus, maintenance should be directed to the total system, not just the pond or primary stormwater management facility.



The purpose of this document is to define, in detail, the inspection and maintenance requirements deemed necessary to assure that the stormwater management facilities function as intended when they were designed. Subsequent sections identify individual maintenance items; give a brief commentary of the function and need for the item, a description of the work required, and a suggested frequency of accomplishment. While the suggested programs and schedules must be adapted to specific projects, the material presented should provide guidance for a successful long-term program for operation and maintenance. Certain facilities, specifically the potential water quality volume storage or treatment measures such as infiltration, Filterra®, and StormTreat® are not intended to be placed in service until the tributary catchment area has the permanent cover in place and any contributing turf areas have achieved a 90% catch of vegetation (i.e. established).

A. GUIDELINES OVERVIEW

A summary of the individual components of stormwater management facilities for this project has been prepared. The format used in the summary is as follows:

Preface: A general description of what function/benefit the element is intended to provide. This is a short summary and not intended to provide the design basis, which can be found in other sources.

Inspection: This section provides the inspection requirements for the individual component.

Maintenance: The section provides general information on the routine maintenance requirements of this element.

Frequency: This section outlines the best judgment of the designer on the system to the frequency of maintenance.

Comments: This section provides any particular comment on the site-specific features of this element. This is a summary only. The owner/operator should review the design drawings and documents carefully to understand the particular elements of the project. The end of this section should allow the owner/operator to make notes on the specific program. This may include the selected maintenance procedure, cross-references to applicable design drawings, etc.

A list of the individual inspection/maintenance elements is provided in the table of contents. The guidelines are proposed for initial use with adjustments made as appropriate based upon specific project experience.

This report includes the Operation and Maintenance requirements for any potential BMP identified in the Stormwater Management Report for this project. Many of these will not be required for the final stormwater management option selected for this project.

B. RESPONSIBLE PARTY

The responsible party for operation and maintenance of the stormwater and other site infrastructure is Motherhouse Associates, LP.

II. PROJECT OVERVIEW

Key permits issued (or applied for) on the project include:

- City of Portland Level III Site Plan Review

A copy of the permits and Stormwater Management Report should be appended to this manual as Appendix B. The Owner/Operator of the stormwater management system should review these permits for a general description and background of the project, as well as any specific permit conditions or requirements of the project.

The applicant has retained FST for civil engineering for the Motherhouse project. FST has prepared the design for the stormwater management facilities and may be contacted at:

FST
778 Main Street, Suite 8
South Portland, Maine 04106
(207) 775-1121

It is recommended the preparer of the plan be contacted with any particular questions on the design intent or similar issues.

The applicable plans and design documents, which apply to the project, are:

1. Civil Site Plans Prepared by FST
2. The Erosion Control/Sedimentation Control Plan for the project
3. The Stormwater Management Plan for the project

A copy of these documents should be retained with this manual.

The proposed design includes inlets, stormwater conveyance lines, bioswales, underdrained treatment swales, a wet detention pond, manholes, diversion structures, outlet control structures, and backwater isolation valves.

III. STANDARD INSPECTION/MAINTENANCE DESCRIPTIONS

The following narratives describe the inspection/maintenance provisions for the Stormwater Management system. These O&M procedures will complement scheduled sweeping of the parking deck which are anticipated to occur at least twice per year. Proper O&M is necessary to make sure the system will provide its intended purpose of conveying runoff, removing a substantial amount of the suspended solids, and other contaminants in the stormwater runoff.

A. STORMWATER INLETS

Preface: The success of any stormwater facility relies on the ability to intercept stormwater runoff at the design locations. Stormwater inlets may include catch basins, open culverts, culverts with bar screens, roof scuppers, plaza scuppers, trench drains, and field inlets. Inlets exist throughout the system.

Inspection: The inspection of inlet points will need to be coordinated with other maintenance items, these include:

- Ø Landscape services
- Ø Building maintenance areas
- Ø Grounds maintenance

The key elements of the inspection are to assure the inlet entry point is clear of debris and will allow the intended water entry.

Maintenance: The key maintenance is the removal of any blockage which restricts the entry of stormwater to the inlet. The removed material should be taken out of the area of the inlet and placed where it will not reenter the runoff collection system. Snow should be removed from inlets on parking decks or plaza areas. Grass clippings and leaves should be bagged and removed particularly near the yard inlets near the building.

Frequency: All inlets should be inspected on a quarterly basis, and after/during significant storm events.

Maintenance/Inspection Responsibility:

Maintenance Personnel: The maintenance personnel will perform the normal maintenance/inspections of the inlets and tributary drainage system.



Comments: Maintenance of inlets is critical on this project.

**POORLY STABILIZED INLET
ALLOWS ENTRANCE OF DEBRIS
AND REDUCED CAPACITY**



**STABILIZED INLETS REDUCE DEBRIS ACCUMULATION
AND MAINTAIN DESIGN CAPACITY**

B. TRIBUTARY DRAINAGE SYSTEM

Preface: The stormwater conveyance system will be principally overland flow discharging to piped drain systems. Most of the sediment is carried by the drainage system is intended to be trapped near the inlets or in pretreatment devices. Maintenance of this system can play a major role in the long-term maintenance costs and the effectiveness of the pond system.

Inspection: The tributary drainage system should be periodically inspected to assure that it is operating as intended, and that its carrying capacity has not been diminished by accumulations of debris and sediment or other hydraulic impediments. On piped systems, the inlets must be inspected to ensure the rims are set at the proper elevation to optimize flow entry and are not clogged with debris. The inlet catch basins are normally equipped with sumps and hooded outlets which will remove gross floatables and large sediment particles from the flow stream.

The level of sediment in the sumps should be checked to assure their effectiveness. Pipelines connecting the inlets should be checked to determine if siltation is occurring. This will be most critical on drain lines laid at minimal slopes. This can usually be accomplished by a light and mirror procedure.

In some projects most of the stormwater is carried in open swales, channels, or ditches. These conveyance channels may be rip rapped or vegetated, depending on the gradient and expected flow velocities. These facilities must be inspected to insure debris or sedimentation does not reduce their carrying capacity. Excess vegetative growth must also be noted. The surface protection for the channels, either stone or vegetation, must be inspected to insure its integrity. Any areas subject to erosion should be noted.

Maintenance: Maintenance of the storm drainage system must assure that it continues to serve its design function on a long-term basis, and that its operation does not transport excessive sedimentation to any downstream detention pond, or the receiving waters. Elevations on the rim of catch basins should be adjusted as needed to assure optimal water entry. Depending on the frost susceptibility of the soil, the rims may become elevated over time causing flow to circumvent the inlet. If a filter bag has been designated for the inlet silt or other deleterious materials, can significantly reduce

capacity and the bags should be removed with the sediment and replaced. Catch basin cleaning would normally be accomplished with vacuum trucks contracted as a maintenance service for the retail center. The removed material must be disposed of at an approved site for such materials.

If sediment in the pipeline is observed, it should be removed. This may be accomplished by hydraulic flushing, or by mechanical means. If hydraulic flushing is used the downstream conditions should be analyzed. The tidal influence can aggregate sedimentation since there are periods of no flow. Backwater valves and connection points are intended to reduce this occurrence.

Frequency: The piped drainage system should be inspected on an annual basis. Adjustment of inlet rim elevations should be on an as needed basis. Cleaning catch basin sumps and pipelines will depend on the rate of accumulation.

Maintenance/Inspection Responsibility:

Special Services: The owner will contract with an independent agent for cleaning of replacement of catch basins, sumps, and pipelines. Remedial source control measures may be performed by the owner or an outside service depending upon the nature of the particular situation.

Comments: Maintenance of inlets of utmost importance to the project to avoid unintended roof loading, ice accumulation, and cleanliness of the floors of the building.



A WELL-STABILIZED VEGETATED SWALE SHOWS LITTLE SIGNS OF EROSIVE VELOCITIES OR FLOWS. THIS SWALE ALSO FUNCTIONS AS A POND SPILLWAY

C. BIORETENTION CELLS

Preface: Bioretention cells offer efficient and effective treatment of runoff from small contributing pavement and impervious areas. They can be integrated into existing landscaping and are generally low-maintenance BMPs. It is, however, still important to monitor these areas for sediment build up and erosion to assure that capacity remains to accomplish the intended water quality function.

Inspection: Inspections of bioretention cells should be undertaken on an annual basis by a qualified stormwater professional. Sediment build up or erosion of the cell should be identified, as should any evidence of standing water, or prolonged saturation.

Maintenance: Routine maintenance will include inspection of soils and plantings, removal of dead vegetation and any accumulated sediments. Should the cell show signs of reduced drainage capacity it may be necessary to rototill or remove the top soil layer.

Frequency: Inspections should be undertaken at a minimum on a bi-annual basis.

Maintenance/Inspection Responsibility:

Special Services: The owner will contract with an independent stormwater system maintenance Contractor to undertake maintenance inspections of these BMPs.

D. DRIP EDGE FILTERS

Preface: Roof drip edge filters perform two critical functions. They control erosion by accepting roof runoff on a stable, highly pervious surface, and then store and infiltrate the runoff to underlying soils, or an underdrain system.

Inspection/Monitoring: The surface of the drip edge should be inspected periodically for debris accumulation and function.

Maintenance: Periodic maintenance of the drip edge will include removal of debris and fine sediment that may accumulate in the surface stone. Occasional raking or smoothing of the surface may be required.

Frequency: Inspections of the drip edge stone should be undertaken at a minimum on a bi-annual basis.

Maintenance/Inspection Responsibility:

Special Services: The owner will contract with an independent stormwater system maintenance Contractor to undertake maintenance inspections of these BMPs.

E. INFILTRATION TRENCH

Preface: The infiltration trench performs in a similar manner to the roof drip edge filters. However, due to the proximity of grass areas and the source of runoff to this area (from pavement as opposed to roof), it will be more susceptible to failure. Therefore, inspections of the infiltration trench should be more frequent and rigorous.

Inspection: The surface stone of the infiltration trench is the most critical inspection area. Debris or fine material accumulating in the surface should be removed immediately to prevent it from migrating lower into the stone section and clogging the trench.

Frequency: The surface of the infiltration trench will need to be inspected on a quarterly basis so that prompt action can be taken to remove any accumulated debris or sediment.

Maintenance/Inspection Responsibility:

Special Services: The owner will contract with an independent stormwater system maintenance Contractor to undertake maintenance inspections of these BMPs.

F. LITTER

Litter should be removed as a matter of course by workers and a part of the grounds maintenance contract.

G. SUMMARY CHECKLIST

The above described inspection and maintenance items have been summarized on a checklist attached hereto as Appendix C.

IV. PROGRAM ADMINISTRATION

A. GENERAL

A reliable administrative structure must be established to assure implementation of the maintenance programs described in the foregoing section. Key factors that must be considered in establishing a responsive administrative structure include:

1. Administrative body must be responsible for long-term operation and maintenance of the facilities.
2. Administrative body must have the financial resources to accomplish the inspection and maintenance program over the life of the facility.
3. The administrative body must have a responsible administrator to manage the inspection and maintenance programs.
4. The administrative body must have the staff to accomplish the inspection and maintenance programs, or must have authority to contract for the required services.
5. The administrative body must have a management information system sufficient to file, retain, and retrieve all inspection and maintenance records associated with the inspection and maintenance programs.
6. A qualified post construction inspector shall be retained by the Owner. His duties shall include preparing schedules for the Owner's maintenance, summarizing the results of this maintenance and preparing an annual report on the operation, maintenance, and repair of the stormwater system which must be copied to the Town. (The Owner shall be responsible for retaining a separate entity to perform maintenance which cannot be performed by the management of building and property grounds.) This person shall also participate in troubleshooting of the stormwater management system if a problem develops.

If any of the above criteria cannot be met by the entity assigned inspection and maintenance responsibilities, it is likely that the system will fail to meet its water quality objectives at some point during its life. While each of the above criteria may be met by a variety of formats, it is critical to clearly establish the assigned administrative body in a responsible and sustainable manner.

B. RECORD KEEPING

Records of all inspections and maintenance work accomplished must be kept and maintained to document facility operations. 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 appropriate regulatory bodies. Where possible, copies of such records should also be filed with the designated primary regulatory agency for their review for compliance with permit conditions. Typical inspection and maintenance record forms are attached hereto as Appendix B.

C. CONTRACT SERVICES

In some instances or at specific times, the Maintenance Personnel may not have the staff to conduct the required inspection and/or maintenance programs as outlined in this document. In such cases, 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.

APPENDIX A

Sample Inspection Logs

**MOTHERHOUSE ASSOCIATES, LP
PORTLAND MAINE**

**STORMWATER MANAGEMENT
WATER QUALITY STORAGE OR WET POND
ANNUAL INSPECTION & MAINTENANCE LOG**

FACILITY:		YEAR:	
LOCATION:		CONTRACTOR:	
FUNCTION:		INSPECTOR:	
DATE OF INSPECTION:			
ITEM IDENTIFICATION	DESCRIPTION OF CONDITIONS	MAINTENANCE ACCOMPLISHED	DATE OF MAINTENANCE
GENERAL COMMENTS:			

SAMPLE

**MOTHERHOUSE ASSOCIATES, LP
PORTLAND MAINE**

**STORMWATER MANAGEMENT BMP
MONTHLY INSPECTION & MAINTENANCE LOG**

FACILITY:			YEAR:			
LOCATION:			CONTRACTOR:			
FUNCTION:						
MONTH	DAY	INSPECTOR	WATER DEPTH	OVERFLOW WEIR		WEIR CONDITION
				CLEAR	DEBRIS	
JANUARY						
FEBRUARY						
MARCH						
APRIL						
MAY						
JUNE						
JULY						
AUGUST						
SEPTEMBER						
OCTOBER						
NOVEMBER						
DECEMBER						
LIST SPECIAL MAINTENANCE UNDERTAKEN:						

MOTHERHOUSE ASSOCIATES, LP
PORTLAND MAINE

STORMWATER MANAGEMENT BMP
SEMI-ANNUAL INSPECTION & MAINTENANCE LOG

SEMI-ANNUAL INSPECT 1.2	FACILITY:
DATE:	LOCATION:
INSPECTOR:	FUNCTION:
BMP CONDITION:	
OUTLET CONDITION	

DEBRIS PRESENT	EST. DEPTH SED.	REMOVED? Y/N	EST. VOL. CY	WHERE DISPOSED OF	STRUCTURAL CONDITION

CONTROL STRUCTURE:
DESCRIBE CONDITIONS FOUND & MAINTENANCE ACCOMPLISHED:

APPENDIX B

Permits for Project

(To be Added at a Subsequent Time)

APPENDIX C

Summary Checklist Inspection and Maintenance

**Stormwater Management System
Maintenance Program
Summary Checklist**

Item	Commentary	Frequency				
		Monthly	Quarterly	Semi-Annual	Annual	Long Term
Stormwater Inlets	Stormwater inlets allow flow entry from a surface swale to a piped system. Entry may or may not be equipped with a bar rack. Inspect entry for debris accumulation. Remove debris to allow unimpeded entry. Lawn clippings and leaves should be removed from yard areas.		X		X Clearing	
Tributary Drainage System	Inspect to assure that the carrying capacity has not been diminished by debris, sediment or other hydraulic impediments.				X	
Bioretention Cells	Inspect outlet control structure, remove dead vegetation, check for erosion, or evidence of standing water.			X		
Drip Edge Filters	Observe surface stone, rake, and remove debris as necessary.			X		
Infiltration Trench	Observe surface stone for accumulation of debris or sediment – remove immediately. Check groundwater level using inspection ports or cleanouts.		X		X	
Litter	Litter should be removed daily.					
Pavement Sweeping	Pavements should be swept at least twice annually, once in Spring			X		

EROSION AND SEDIMENTATION CONTROL REPORT

**MOTHERHOUSE SENIOR HOUSING
605 STEVENS AVENUE
PORTLAND, MAINE**

Prepared for:

**MOTHERHOUSE ASSOCIATES LP
100 COMMERCIAL STREET
SUITE 414
PORTLAND ME 04101**

Prepared by:

**FAY, SPOFFORD & THORNDIKE
778 MAIN STREET, SUITE 8
SOUTH PORTLAND, MAINE 04106
(207) 775-1121**



JUNE 2015

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A – Sample Certification and Inspection Forms

EROSION AND SEDIMENTATION CONTROL REPORT

I. INTRODUCTION

Fay, Spofford & Thorndike (FST) has been retained as a consultant to Motherhouse Associates, LP for the preparation of site designs and assistance in site permitting for the redevelopment of the existing Sisters of Mercy Motherhouse site, located at 605 Stevens Avenue in the City of Portland, Maine. The project will include re-use of the existing building at the site, and the renovation and reconfiguration of existing access, parking, stormwater, and utility infrastructure.

II. EXISTING SITE CONDITIONS

The project site is part of an existing land parcel located at 605 Stevens Avenue in the City of Portland, and has frontage on Stevens Avenue and Walton Street. The overall parcel area is approximately 19 acres, and includes Catherine McAuley High School in addition to the Motherhouse building and the associated site improvements. The Motherhouse lot will be subdivided from the overall parcel as part of this project.

In addition to the Motherhouse building, the project site includes the entrance driveway onto Walton Street, a ceremonial entrance and exit onto Stevens Avenue, paved parking areas, landscaping and utility infrastructure that serves the building.

Surface water runoff from the site drains in a generally easterly direction towards a wetland area at the foot of the embankment, adjacent to the eastern property line. There is limited stormwater infrastructure and no existing provision is made for detention or water quality treatment. In addition, the existing building roof drains are currently connected to the combined sewer system serving the site. Approximately half of the downspouts from the existing roofs are broken at, or above ground level and discharge directly to the adjacent ground. The site is located in Flood Zone X (areas outside the 500-year flood zone), according to FEMA Flood Insurance Rate Map, Community Panel Number 230051 0007C.

The Natural Resource Conservation Service (NRCS) Web Soil Survey identifies predominant subsurface soils at the site as Windsor loamy sands. Summit GeoEngineering Services conducted geotechnical investigations at the project site, including nine test borings. The investigations confirmed the general Web Soil Survey mapping, indicating well drained, granular soils. Groundwater was observed at depths greater than five feet and up to eleven feet across the site.

There are no existing areas of erosion on the site. The existing conditions are shown on the site survey and existing conditions plans.

III. Overview of Soil Erosion and Sedimentation Concerns

The primary concern relating to soil erosion and sediment control at the site is the containment of soil materials from the limited areas that will be exposed during the site work activities, and protection of the stormwater management BMPs during construction. The susceptibility of soils to erosion is indicated on a relative "K" scale of values over a range of 0.02 to 0.69. The "K" value is frequently used with the universal soil loss equation. The higher values are indicative of the more erodible soils. The majority of the project area consists of made land with pavements and building slabs covering most of the work site. There are limited areas of existing landscaping that will be disturbed as part of this project and these are all underlain by Windsor loamy sand soils. The relative K values of the underlying material would be as follows:

Soil Name	Soil Description	K Value
Windsor	Somewhat excessively drained (0 to 8%)	0.15

Based on a review of the K values, the onsite soils in the area are moderately susceptible to erosion after the cover material is stripped.

The primary emphasis of the erosion and sedimentation control plan to be implemented for this project is as follows:

- Temporary Measures: Planning the project to have erosion resistant measures in place with measures to prevent erosion from occurring.
- The plan includes measures to intercept and convey runoff to temporary sediment control devices as the construction of the project occurs.
- Stabilization of areas denuded to underlying parent material to minimize the period of soil exposure.
- Stabilization of drainage paths to avoid rill and gully erosion.
- The use of on-site measures to capture sediment (hay bales/silt fence, etc.) before it is conveyed to sediment sumps.

IV. DESCRIPTION AND LOCATION OF LIMITS OF ALL PROPOSED EARTH MOVEMENTS

The construction of the project will disturb limited areas of the existing site. The main building footprint will be untouched, and large areas of existing pavement will be milled and overlaid as opposed to completely removed. Where the surface pavement is in poor condition it will be removed, the base gravels regraded and the area repaved. This activity will result in limited exposure of erodible materials. In limited areas of the site, the existing surface cover will be changed from landscaping to pavement, or from pavement to landscaping to achieve the new design layout. This activity will result in exposure of topsoil, or native soil materials that will require erosion controls to be installed. The plans that accompany this application show the work and grading limits for the project. A summary of post development conditions is provided earlier in this narrative. The grading plan depicts the limits of earthwork attendant with reshaping the project site.

The earth moving will include trenching for new underground utility services, removal of existing deteriorated pavement materials, and minor excavation for the roadway curbing and sidewalk improvements associated with the project.

V. EXISTING AND PROPOSED DRAINAGE FEATURES

The existing drainage at the site drains by sheet flow from areas around the building towards the playing fields and the associated underdrain and surface drainage system. The proposed redevelopment of the site does not propose any significant changes to the existing drainage patterns. However, several small, Low Impact Development (LID) BMPs are proposed to capture, detain and treat runoff from existing and proposed impervious areas before draining to the same receiving stormwater system. This will lead to an improvement in water quality treatment for impervious areas of the site, and a reduction in both peak runoff and the volume of runoff to the receiving system. The existing inlet structures will be retained and the associated piping will be replaced at the same locations to ensure infiltration into the system is minimized.

VI. CRITICAL AREAS

The critical areas of the site include protection of the downstream storm drain infrastructure, new stormwater BMPs, the receiving wetland, and adjacent streets and properties.

VII. EROSION/SEDIMENTATION CONTROL DEVICES

As part of the site development, the Contractor will be obligated to implement the following erosion and sediment control devices. These devices shall be installed as indicated on the plans or as described within this report. For further reference on these devices, see the *Maine Erosion and Sediment Control Handbook for Construction: Best Management Practices* dated March 2003. The Contractor will also be obligated to follow the SMP that has been prepared for the site. This gives details of requirements for soil handling measures, storage, isolation and testing of any contaminated soils, and dust control measures.

1. Siltation fence shall be installed down slope of any disturbed areas to trap runoff borne sediments. The silt fence shall be installed per the detail provided in the plan set and inspected immediately after each rainfall and at least daily during prolonged rainfall. The Contractor shall make repairs immediately if there are any signs of erosion or sedimentation below the fence line. If such erosion is observed, the Contractor shall take proactive action to identify the cause of the erosion and take action to avoid its reoccurrence. Typically, this requires that stabilization measures be undertaken. Proper placement of stakes and keying the bottom of the fabric into the ground is critical to the fence's effectiveness. If there are signs of undercutting at the center or the edges, or impounding of large volumes of water behind the fence, the barrier shall be replaced with a stone check dam and measures taken to avoid the concentration of flows not intended to be directed to the silt fence.
2. Silt fence shall be installed along the downgradient side of construction work areas, with locations being adjusted along with the construction phasing areas.
3. Temporary sediment sumps will provide sedimentation control for stormwater runoff from disturbed areas during construction until stabilization has been achieved.
4. A construction entrance will be constructed at all access points onto the site to prevent tracking of soil onto adjacent local roads and streets and the existing parking lot.
5. Stone sediment traps or a premanufactured SiltSack™ and a sediment bag will be installed at catch basin inlets to prevent silt from entering the storm drain system. Installation details are provided in the plan set on the erosion control detail sheets.
6. Dirtbags™ will be required to be on site and available for construction dewatering. The Contractor will be required to provide four Dirtbags™ with one prepared for operation prior to commencing any trenching operations.
7. Silt logs are an option for stone check dams and may be substituted provided the devices are well anchored.
8. Sorbent booms are intended to capture oils and the asphalt sheen from paved surfaces and shall be installed in all catch basins before pavement is installed.

VIII. TEMPORARY EROSION/SEDIMENTATION CONTROL MEASURES

The following are planned as temporary erosion/sedimentation control measures during construction:

1. The primary and most effective soil erosion and sediment control measure is proactive work scheduling to minimize exposure of erodible soils. The Contractor will make every effort to promptly stabilize and disturbed areas on the site. This will limit exposure of native soils and fill materials and provide a stable surface with minimal erosion potential.
2. Crushed stone-stabilized construction entrances shall be placed at any construction access points to disturbed work areas from adjacent pavement. Construction entrances shown on the drawings should be considered illustrative and will need to be adjusted as appropriate

and located at any area where there is the potential for tracking of mud and debris onto existing roads or driveways. Stone stabilized construction entrances will require the stone to be removed and replaced, as it becomes covered or filled with mud and material tracked by vehicles exiting the site.

3. Siltation fence shall be installed along the downgradient side of the proposed improvement areas. The silt fence will remain in place and properly maintained until the site is acceptably stabilized. Silt fence needs to be checked to insure the bottom is properly keyed in and inspected after significant rains. Wood chips from clearing are often used on the construction site of the silt fence to provide an extra margin of safety and security for the silt fence. This practice is encouraged, provided the chips are removed when the fence is removed.
4. Dirtbags™ shall be installed in accordance with the details in the plan set. The Dirtbags'™ function on the project is to receive any water pumped from excavations during construction. A Dirtbag™ shall be installed and prepared for operation prior to any trenching on site. When Dirtbags™ are observed to be at 50% capacity, they shall be cleaned or replaced. Stone under the Dirtbag™ shall be removed and replaced concurrently with the replacement of the Dirtbag™.
5. Temporary stockpiles of common excavation will be protected with silt fence barriers and temporary mulch, as appropriate:
6. Stone check dams, silt logs, or hay bale barriers will be installed at any evident concentrated flow discharge points during construction and earthwork operations
7. Silt fencing with a maximum stake spacing of 6 feet should be used, unless the fence is supported by wire fence reinforcement of minimum 14 gauge and with a maximum mesh spacing of 6 inches, in which case stakes may be spaced a maximum of 10 feet apart. The bottom of the fence should be properly anchored a minimum of 6" per the plan detail and backfilled. Any silt fence identified by the owner or reviewing agencies as not being properly installed during construction shall be immediately repaired in accordance with the installation details.
8. Storm drain catch basin inlet protection shall be provided through the use of stone sediment barriers or a premanufactured SiltSack™ as distributed by A. H. Harris Company, Portland, Maine. Stone sediment barrier installation details are provided in the plan set. The barriers or SiltSacks™ shall be inspected after each rainfall and repairs made as necessary, including the removal of sediment. Sediment shall be removed and the barrier or SiltSack™ restored to its original dimensions when the sediment has accumulated to one-half the design depth of the barrier. Sediment shall be removed from SiltSacks™ as necessary. Inlet protection shall be removed when the tributary drainage area has been stabilized.
9. All slopes steeper than 4:1 shall receive erosion control blanket. All blanket shall be 100% biodegradable, consisting of a coir fiber matrix in a double (top and bottom) jute fabric net (north American Green©, Bionet®, C125BN, or approved equal.
10. Areas of visible erosion and the temporary sediment sumps shall be stabilized with crushed stone. The size of the stone shall be determined by the contractor's designated representative in consultation with the Owner.
11. All catch basins which receive runoff from current or paved areas being constructed as part of this project shall have a sorbent boom installed prior to placing the basin in operation installing binder pavement, or overlays.

IX. SPECIAL MEASURES FOR SUMMER CONSTRUCTION

The summer period is generally optimum for construction in Maine, but it is also the period when intense short duration storms are most common, making denuded areas very susceptible to erosion, when dust control needs to be the most stringent, and when the potential to establish vegetation is often restricted by moisture deficit. During these periods, the Contractor must:

Implement a program to apply dust control measures on a daily basis except those days where the precipitation exceeds 0.25 inch. This program shall extend to and include adjacent streets.

1. Spray any mulches with water after anchoring to dampen the soil and encourage early growth. Spraying may be required several times. Temporary seed may be required until the late summer seeding season.
2. Cover stockpiles of fine-grained materials, or excavated soils which are susceptible to erosion. To protect from the intense, short-duration storms which are more prevalent in the summer months.
3. Take additional steps needed, including watering, or covering excavated materials to control fugitive dust emissions to minimize reductions in visibility and the airborne disbursement of fine-grained soils. This is particularly important given the potential presence of soil contaminants, and the proximity of along the adjacent streets and properties.

These measures may also be required in the spring and fall during the drier periods of these seasons.

X. PERMANENT EROSION CONTROL MEASURES

The following permanent erosion control measures have been designed as part of the Erosion/Sedimentation Control Plan:

1. The drainage conveyance systems have been designed to intercept and convey the 25-year storm.
2. All areas disturbed during construction, but not subject to other restoration (paving, riprap, etc.), will be loamed, limed, fertilized, mulched, and seeded. Fabric netting, anchored with staples, shall be placed over the mulch in areas where the finish grade slope is greater than 10 percent. Native topsoil shall be stockpiled and temporarily stabilized with seed and mulch and reused for final restoration when it is of sufficient quality.
3. Catch basins shall be provided with sediment sumps for all outlet pipes that are 12" in diameter or greater or where winter sand use is contemplated. A sediment collection shall be installed in all basins.

XI. TIMING AND SEQUENCE OF EROSION/SEDIMENTATION CONTROL MEASURES

The following construction sequence shall be required to insure the effectiveness of the erosion and sedimentation control measures is optimized.

The following construction sequence is required:

1. Install construction entrances.
2. Install safety and construction fence to secure the site for demolition.
3. Install inlet protection at catch basins within the site.

4. Install all siltation fence and perimeter controls.
5. Conduct demolition activities including salvage of materials that can be used for site work aggregate.
6. Construct activities on the site to optimize the handling of materials and restrict the denuded areas to the time stipulated.
7. Install underground utilities and storm drain piping.
8. Construct parking lots and drives in segments which will comply with the limitations for denuded areas of the plan.
9. Install solvent catch basin logs or booms.
10. Install binder pavement.
11. Install curbs.
12. Landscape (loam and seed).
13. Install surface pavements.
14. Install striping, signage, and miscellaneous site improvements.
15. Review and punch the site.
16. Remove any temporary erosion control measures.

It is anticipated that site work will be complete and the site will be fully stabilized before the onset of winter. However, should site activities continue after November 1st, the General Contractor shall schedule a meeting with the Owner, a representative of City of Portland DPS and Owner's representatives to review the site for conformance with the plan and to review the need for additional erosion control measures. This meeting shall be scheduled at least 10 days prior to October 1st. The Owner may elect to provide the Contractor with a punch list for measures to be completed to satisfy this erosion control plan before the interim shutdown. The Owner's punch list shall not obviate the Contractor's responsibility for compliance with the erosion control requirements of the project or permits.

XII. CONTRACTING PROCEDURE

The project will be constructed by a General Contractor under contract to the Owner/Applicant. The Contractor shall submit a schedule for the completion of the work, which will satisfy the following criteria:

1. The above construction sequence should generally be completed in the specified order; however, several separate items may be constructed simultaneously. Work must also be scheduled or phased to prevent the extent of the exposed areas as specified below. The intent of this sequence is to provide for erosion control and to have structural measures such as silt fence and construction entrances in place before large areas of land are denuded.
2. The work shall be conducted in sections which will:
 - a) Limit the amount of exposed area to those areas in which work is expected to be undertaken during the proceeding 30 days.
 - b) Stabilize disturbed areas as rapidly as possible. All areas shall be permanently stabilized within 7 days of final grading and temporarily stabilized within 7 days of initial disturbance or before a predicted storm event of over ½" of rain.
 - c) Incorporate planned inlets and drainage system as early as possible into the construction phase.

4. The area of denuded, non-stabilized construction shall be limited to the minimum area practicable. An area shall be considered to be denuded until the subbase gravel is installed in parking areas, or the areas of future loam and seed have been loamed, seeded, and mulched, or stabilized with erosion control blanket.
5. The schedule shall be subject to the approval of the Owner.
7. The Contractor must maintain an accurate set of record drawings indicating the date when an area is first denuded, the date of temporary stabilization, and the date of final stabilization. On October 1 of any calendar year, the Contractor shall submit a detailed plan for stabilizing the site for the winter and a description of what activities are planned during the winter.
8. The Contractor must install any added measures which may be necessary to control erosion/sedimentation and fugitive dust emissions from the site, with adjustments made dependent upon forecasted and actual site and weather conditions.

XIII. PROVISIONS FOR MAINTENANCE OF THE EROSION/SEDIMENTATION CONTROL FEATURES

The project will be contracted by the Owner. The Contractor shall prepare a list and designate by name, address and telephone number all individuals who will be responsible for implementation, inspection, and maintenance of all erosion control measures identified within this section and as contained in the Erosion and Sedimentation Control Plan of the contract drawings. Specific responsibilities of the inspector(s) will include:

1. Execution of the Contractor/Subcontractor Certification contained in Attachment B by any and all parties responsible for erosion control measures on the site.
2. Assuring and certifying the Owner's construction sequence is in conformance with the specified schedule of this section. A weekly certification stating compliance, any deviations, and corrective measures necessary to comply with the erosion control requirements of this section shall be prepared and signed by the inspector(s).
3. In addition to the weekly certifications, the inspector(s) shall maintain written reports recording construction activities on site which include:
 - Dates when major grading activities occur in a particular areas.
 - Dates when major construction activities cease in a particular area, either temporarily or permanently.
 - Dates when an area is stabilized.
4. Inspection of this 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 permanent erosion control measures have been properly installed and the site has been stabilized. Inspection of the project work site shall include:
 - Identification of proper erosion control measure installation in accordance with the erosion control detail sheet or as specified in this section.
 - Determine whether each erosion control measure is properly operating. If not, identify damage to the control device and determine remedial measures.
 - Identify areas which appear vulnerable to erosion and determine additional erosion control measures which should be used to improve conditions.
 - Inspect areas of recent seeding to determine percent catch of grass. A minimum catch of 90 percent is required prior to removal of erosion control measures.

- All erosion controls shall be removed within 30 days of permanent stabilization except for mulch and netting not detrimental to the project. Removals shall include but not be limited to all silt fence, hay bales, inlet protection, and stone check dams.
 - Accumulated silt/sediment should be removed when the depth of sediment reaches 50 percent of the barrier height. Accumulated silt/sediment should be removed from behind silt fencing when the depth of the sediment reaches 6 inches.
 - Silt sacks should be removed and replaced at least every three months and at any time where the weekly inspection reveals that siltation has significantly retarded the rate of flow through the silt sack.
5. If inspection of the site indicates a change should be made to the erosion control plan, to either improve effectiveness or correct a site-specific deficiency, the inspector shall immediately implement the corrective measure and notify the Owner of the change.

All certifications, inspection forms, and written reports prepared by the inspector(s) shall be filed with the Owner, and the Permit File contained on the project site. All written certifications, inspection forms, and written reports must be filed within one (1) week of the inspection date.

The Contractor has sole responsibility for complying with the erosion/sediment control report, including control of fugitive dust, and shall be responsible for any monetary penalties resulting from failure to comply with these standards.

The contract specifications for erosion and sedimentation control have additional requirements and are appended to this narrative.

Once construction has been completed, long-term maintenance of the stormwater management system will be the responsibility of the applicant. Operation and maintenance items with a list of maintenance requirements and frequency are listed in the Stormwater Management Report for this project.

XIV. PRECONSTRUCTION CONFERENCE

Prior to any construction at the site, representatives of the Contractor, the Architect, the Owner, and the site design engineer shall meet to discuss the scheduling of the site construction and the designation of the responsible parties for implementing the plan. The Contractor shall be responsible for scheduling the meeting. Prior to the meeting, the Contractor will prepare a detailed schedule and a marked-up site plan indicating areas and components of the work and key dates showing date of disturbance and completion of the work. The Contractor shall conduct a meeting with employees and sub-contractors to review the erosion control plan, the construction techniques which will be employed to implement the plan, and provide a list of attendees and items discussed at the meeting to the Owner. Three copies of the schedule, the Contractor's meeting minutes, and marked-up site plan shall be provided to the Owner.

XV. ATTACHMENTS

Attachment A –Sample Erosion Control Compliance Certification and Inspection Forms

XVI. PLAN REFERENCES

Grading, Drainage and Erosion Control Plan

ATTACHMENT A

Sample Erosion Control Compliance Certification and Inspection Forms

CONTRACTOR/SUBCONTRACTOR CERTIFICATION

PROJECT INFORMATION

Project Name: Motherhouse Senior Housing
Address: 605 Stevens Avenue, Portland, Maine

CONTRACTOR/SUBCONTRACTOR INFORMATION

Firm Name:
Address:
Telephone:
Type of Firm:

CERTIFICATION STATEMENT

"I certify under penalty of law that I understand the terms and conditions of the Maine Construction General Permit (MCGP) permit that authorizes the stormwater discharges associated with construction activity from the project site identified as part of this certification."

Signature

Typed Name

Title

Date

**SOIL EROSION AND SEDIMENT CONTROL
INSPECTION REPORT**

PROJECT INFORMATION

Project Name: Motherhouse Senior Housing
Address: 605 Stevens Avenue, Portland, Maine

INSPECTOR INFORMATION

Inspector Name: _____
Firm: _____
Title: _____
Qualifications: _____

INSPECTION SUMMARY

Date of Inspection: _____
Major Observations: _____

THE FACILITY IS IN COMPLIANCE WITH THE STORMWATER POLLUTION
PREVENTION PLAN WITH THE FOLLOWING EXCEPTIONS:

ACTIONS NECESSARY TO BRING FACILITY INTO COMPLIANCE:

REQUIRED MODIFICATIONS TO STORMWATER POLLUTION PREVENTION PLAN
(MUST BE IMPLEMENTED WITHIN 7 DAYS OF INSPECTION):

CERTIFICATION STATEMENT:

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the systems, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

Signature

Typed Name

Title

Date



July 27, 2015

J14.067

Jean Fraser, Planner
Planning and Urban Development Department
Planning Division
389 Congress Street, 4th Floor
Portland, Maine 04101

Motherhouse Senior Housing
605 Stevens Avenue and Walton Street
Motherhouse Lot 3 - Level III Site Plan Review and Subdivision Application
ADDENDA-1 Follow up Submission
(CBL 136 E006001, 143 F004000, 144 B001000)

Dear Jean:

On behalf of Motherhouse Associates LP and Sea Coast at Baxter Woods Associates, LLC we are pleased to submit the following Addenda-1 to supplement the June 24th Subdivision and Level III Site Plan Application for the redevelopment of the Motherhouse. This Addenda -1 addresses staff comments received over the past several weeks and comments provide by the Planning Board at the July 14th workshop.

As we have discussed, a Neighborhood Meeting will be held this Wednesday, July 29th and we feel it is prudent to wait until after that meeting to submit any plan revisions should there be additional changes resulting from that meeting. Updated plans will be submitted to your office on July 30th to accompany the data being submitted herein.

The following comment letters or emails have been received and are addressed below:

1. Emails dated 07-01-15 and 07-23-15 from Tom Errico – re: traffic and parking/access.
2. Email dated 07-22-15 from Jean Fraser/Jeff Tarling – re: tree saving.
3. Email dated 07-23-15 from Jean Fraser – re: misc site comments.
4. Review Memo Woodard & Curran (D. Senus) dated 07-09-15 – re: stormwater.

1. Tom Errico 07-01 and 07-23-15 Comments: (Note prior responses have been provided. For brevity, only outstanding comments are provided and labeled alphabetically for reference.)

Comment A. High School Parking Lot Dimensions:

Response: Final dimensions are being provided on the updated plans to be submitted this week.

Comment B. Driveway Widths are proposed at 15 feet. Provide information supporting the driveway design.

Response: The entry island has been reviewed both with respect to infrequent bus movements and the future Lot 4 construction access. As a result the entry island has been removed and the entry modified

to 28 feet in width with emphasis on entry landscaping, materials and features outside of the travel way area to provide a gateway to the campus. Refer to plans to be provided.

Comment C: Review 22-foot width of exit and parking lane at the north Stevens Avenue exit gate.

Response: The reviewer has agreed with the proposed width in recognition of the National Park Service review constraints on modifications to the front of the property and supports a waiver from the 24 - foot City standard. A formal waiver will be requested.

Comment D: Provide dimensional details at the 5 and 10 space parking areas on the north side of the building.

Response: The plans have been revised to add parking and access dimensions.

Comment E: The applicant should review landscaping and other features as it relates to providing safe sight distance when exiting the site onto Stevens Ave. I am particularly concerned about safety for pedestrians.

Response: The applicant is reviewing the entrance and exits off Stevens Avenue together with the existing fencing with Christine Beard, historical consultant, and we are investigating options for the existing decorative gates – either remove if acceptable or keep in an open position. This has implications for the north exit pedestrian gate as it would be blocked off if the drive gate were maintained in an open position. We are looking into the option of moving the pedestrian gate 20 feet north of its current location to better align with the proposed sidewalk inside the gate. We will provide final recommendations to staff after review with Ms. Beard.

Our Traffic consultant has recommended maintaining a 25-foot clear zone free of parking from the north edge of the north exit. We will review with Mr. Errico for agreement on this condition.

Comment F: Existing crosswalk at Stevens at north exit gate and coordination with METRO.

Response: The applicant's team is agreeable to coordinate the crosswalk and ADA Ramp location with the City and METRO should a shift in the current location be recommended.

Comment G: Provide accessible ramp detail on Walton Street access.

Response: A detail has been added to the plans.

Comment H: Parking supply basis and details.

Response: The applicant believes based on both the completion and operation of recent LIHTC and similar projects, the demographics expected for the occupation, the proposed use of the Motherhouse and the location of this site within a transit serviced and walk able area, that the parking provided (73 spaces for 88 units, or a ratio of 0.83) is acceptable.)

However, the applicant's team is collecting additional parking data and will provide this in support of the parking ratio under separate cover.

Refer also to previous response to Tom Errico's comments from Carroll Associates dated July 8th and accompanying letter from Diane Morabito, dated July 8th on file with the Planning Office for additional supporting information on parking supply.

2. Jeff Tarling – 07-22-15 Tree Saving Plan:

Pat Carroll, Carroll Associates, has met on-site with Jeff Tarling to review the proposed tree removals and tree saving plan and discuss recommendations for credits towards the City 'tree fund' requirement of 1 tree per unit. Mr. Tarling has agreed to credit the project 60 trees towards the 88 tree requirement with 28 trees eligible towards the tree fund. The applicant is agreeable to this proposal.

Refer to the attached memo from Pat Carroll addressing Mr. Tarling's comments.

3. Jean Fraser 07-23-15 Email Comments:

Comment A: Provide documentation on shared access from Walton Street to Motherhouse and other Lots.

Response: The Subdivision Plat has been updated to include cross easements for parking, access, drainage and utilities between the lots. Additionally the Purchase and Sale Agreement (*Exhibit 1* of the June 24th submission) includes rights granted to the grantee for access and utilities. The applicant proposes to draft a reciprocal rights agreement similar to the attached copy used for Osprey Circle in South Portland for the project commensurate with the closing on the property. We would recommend that submittal of a draft of that document be made a condition of final approval.

Comment B: Who will be responsible for maintenance?

Response: Maintenance of common facilities (access drive, shared lighting, etc.) will be shared between lots through the proposed reciprocal rights agreement.

Comment C: Construction Management Plan – provide additional detail.

Response: The construction management plan and proposed access points, safety and campus security control and traffic management plan has been summarized into a table and added to the Site Plans.

Comment D: Building over PWD easement in front of Motherhouse.

Response: We have reviewed the Standard Boundary Survey, Plan Sheet C1 and find no existing Portland Water District (PWD) easement on Lot 3. An easement has been proposed along the south side of the Motherhouse extending from Stevens Avenue to Lot 4 to provide for utility services to Lot 4 however. This has been added to the Subdivision Plan.

Comment E: Removal of statues and Historic Preservation Review.

Response: The project historic consultant, Christine Beard, will coordinating any required historic reviews with MHPC and the National Park Service. Ms. Beard will coordinate any proposed removal of statues it they relate to the historic significance of the site with Deb Andrews.

Comment F: Lighting Plan – review of fixtures for historic character.

Response: An updated Lighting and Photometric Plan is being submitted and will include revised fixtures as recommended by our historic consultant, Christine Beard and lighting consultant, Lawrence Bartlett, PE.

Comment G: Plat – show boundaries between units 1 and 2 and coordination of notes.

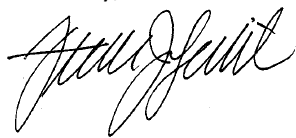
Response: We have added notation of the division on Lot 3 between the condominium unit 1 and 2 on the Sectional Recording Plat. All plan notes and easements will be coordinated and updated through the review process.

4. David Senus 07-09-15 Memo:

Refer to the attached response memo from Fay, Spofford & Thorndike for a response to all stormwater management comments provided by Mr. Senus.

We look forward to being placed on the August 11th agenda for a Public Hearing. In the meantime our project team remains available to meet with staff to review the application in further detail or to provide any additional information if required. Revised Site and Subdivision plans will be submitted to your office this Thursday, July 30th following the Neighborhood Meeting.

Sincerely,



Frederic (Rick) Licht, PE, LSE
Principal

Encl: As Noted

Cc: John Wasileski; Sea Coast at Baxter Woods Associates, LLC
Sister Lindora Cabral; Sisters of Mercy of the Americas Northeast Community, Inc.
Daniel Justynski; Sisters of Mercy of the Americas Northeast Community, Inc.
Dennis Keeler; Pierce Atwood, LP
Matt Teare; C/O Sea Coast at Baxter Woods Associates, LLC
Kevin Bunker, Motherhouse, LLC
Ron Epstein; Natalie Burns; Jensen, Baird, Gardner & Henry
Pat Carroll; Carroll Associates, Landscape Architects
Andrew Johnston; Fay, Spofford & Thorndike
Diane Morabito, Maine Traffic Resources



PROJECT MEMO: Motherhouse Apartments

TO: Jean Fraser

FROM: Patrick Carroll

DATE: July 27, 2015

RE: Response to Jeff Tarling Comments

Comment

The 'tree save' plan seems reasonable and attempts to save the heritage old growth Red Oaks lining the former roadway. New trees and landscape overall meets approval with the exception of the small crescent shaped parking lot near the McAuley School building, see graphic below. This area does not appear to have any landscape treatment.

Response:

We reviewed this area in the field and note two existing trees will be preserved adjacent to the parking lot. We agree that additional landscaping may be required to meet the parking lot standards, and have added trees to the Landscape Plan in this location.

Comment:

The project also calls out for a 'relocated spruce', it is our experience that transplanted trees generally due very poorly in the long run, great if they want to try, the performance guarantee should cover an additional \$500. for replacement.

Response:

The Applicant is proposing to relocate an existing 15 ft spruce that will be impacted by the driveway construction. This tree is healthy and will be a good replacement for an existing spruce tree in the front of the Motherhouse that is in poor health and needs to be removed. The Applicant is aware of the challenges presented by moving trees and has developed specifications for having the tree moved by a professional arborist with a large tree spade at the appropriate time of year. Once relocated, other tree care practices such as guying, watering, fertilizing, etc will be required by the contractor to insure the tree has the best chance of success. We are in agreement on including this tree in the Performance Guarantee, but question the need to include an "additional" amount to cover its replacement. All plant material will be warranted for a minimum of one year, and the Applicant is committed to proper maintenance of the landscaping on a regular, ongoing basis, including replacement of any plant material that dies.

Comment:

'Tree Save' areas within construction zones shall be protected with fencing and tree protection measures on root zone. No storage of equipment or materials within the 'drip line' of trees, other than on paved surfaces. The large heritage Red Oaks are a primary landscape / historic feature and should be a priority area for followup tree care. This includes deadwood pruning and soil aeration along with strict enforcement of 'tree save' measures, including fencing, following ISA trees & construction recommendations see web links. <http://www.treesaregood.com/treecare/resources/AvoidingTreeDamage.pdf> <http://www.treesaregood.com/treecare/resources/ConstructionDamage.pdf>

Title:
Date:
Page:

Response:

We agree that the trees being preserved require proper tree care, and will be developing appropriate specifications for pre, during and post construction tree care. This tree program will include deadwooding, protective fencing, aeration, fertilizing, and watering. We have also added notes to the Site Plan and Tree protection details that will provide protection and restrict equipment, storage, or other potential impacts to the tree or its root zone in accordance with the ISA recommendations. Finally, we anticipate working closely with the City Arborist in all phases of tree care to insure that he is aware of the practices and a partner in their enforcement.

Comment:

Rain garden construction may impact root zones and careful coordination is needed between project team and the City Arborist.

Response:

We have located the rain gardens in areas that we believe can be developed without impacting existing root zones. We are glad to coordinate with the City Arborist on the details of these areas as they are further developed and during construction as needed.

Comment:

Tree Fund- Plan view tree count is 60 trees that might count towards the one tree per unit standard. Field verification is needed. Twenty eight trees would be the 'Tree Fund' contribution to be used near the project area.

Response:

The Applicant is in agreement that a contribution to the Tree Fund for 28 trees will be made, with the understanding that those trees will be planted near the project area.

Title:
Date:
Page:

July 24, 2015

Ms. Jean Fraser
City of Portland Planning Authority
389 Congress Street
Portland, Maine 04101

**Subject: Motherhouse Senior Housing
Final Level III Site Plan Application
Site Comments from Dave Senus, P.E. Dated July 9, 2015**

Dear Ms. Fraser:

We have received and reviewed Dave Senus, P.E. review comments and offer our responses to these comments. For ease of reference we have repeated each comment in italics with our response following.

Comment:

1) Site lighting is proposed, but a photometric plan has not been received at this time. The Applicant should provide a photometric plan in accordance with Section 12 of the City of Portland Technical Manual.

Response:

A final lighting and photometric plan is being prepared by Lawrence Bartlett, PE for inclusion in the revised plan sets to be submitted on July 30th.

Comment:

2) According to the project data sheet in the Project Application Form, the proposed development will disturb more than one acre; the Applicant is therefore required to file a Notice of Intent to Comply with the Maine Construction General Permit and a copy of the notice should be forwarded to the City. The project data sheet also indicates that the project will result in a net increase in impervious area of 299 square feet; however, the Stormwater Management Report indicates that the net increase in pavement area will be 2,000 square feet, and the water quality calculations indicate an increase in impervious area of 14,570 square feet. The Applicant should clarify what the net change in impervious area on the Site will be as a result of the proposed development.

Response

The net increase in impervious area at the site as a result of this project will be 299 square feet. The text of the Stormwater Report should read less than 2,000 square feet (this number was based on an early estimate of the new paved area that was conducted prior to the final calculations).

The additional impervious area referenced in the water quality calculations accounts for the existing roof area of the Motherhouse building that currently drains directly to the combined sewer system. This will be removed from the sewer and directed to the stormwater system (specifically the filtering drip strips).

The area is therefore *existing* impervious that is unaccounted for in the pre-development stormwater calculations, but will contribute to the new stormwater management system for the site.

Comment:

3) 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 Standards: A Plan, notes, and details have been provided 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, Sheet C6.0 should specify locations for catch basin inlet protection devices.*
- b) General Standards: The Applicant proposes to provide water quality treatment for over an acre of impervious area through use of drip filter strips, infiltration trenches, and underdrained soil filter systems. Although the exact amount of proposed impervious area is unclear at this time (see comment 3), the Applicant's proposal will provide water quality treatment for an impervious area in far excess of the proposed increase in impervious area; as such, the project meets the City's requirements for conformance with the General Standards.*
- c) Flooding Standard: The Applicant's stormwater analysis compares pre-development (existing) stormwater runoff from the site with post-development (future) stormwater runoff. The results of their analysis indicate that the storage and infiltration measures associated with the proposed stormwater Best Management Practices will effectively reduce the volume and rate of stormwater runoff from the site. As such, the project is in conformance with the Flooding Standard. Based on review of the Applicant's proposal, the project should serve to benefit drainage conditions on the site, reduce inflow into the City's combined sewer system, and reduce the rate and volume of surface stormwater runoff into Baxter Woods.*

Response

No response necessary.

Comment:

4) The proposed stormwater management system will rely on an existing 12" Corrugated Plastic Pipe installed below the ball fields to convey excess drainage away from the development area. The Applicant should TV inspect the condition of this pipe and inspect the pipe outfall area prior to construction to ensure that the pipe and outfall are in good condition. Verification of pipe and outfall condition can be made a condition of approval, to occur prior to receiving a building permit.

Response

The outlet for the referenced existing 12" Corrugated Plastic Pipe has been inspected and appears to be stable and in good condition. The entire length of the pipe from the upstream catch basin to the outlet will be inspected with CCTV prior to construction to verify the pipe condition and suitability for reuse.

Ms. Jean Fraser
July 24, 2015
Page 3

Comment:

5) Sheet C-6.0 – Some of the cleanouts in plan-view are not numbered, and therefore cannot be checked against the drain schedule.

Response

Labels have been added to the plan view and a revised sheet C-6.0 is enclosed for review.

Comment:

6) The Applicant has provided letters from utilities confirming capacity to serve the proposed development; however, as noted in the letters, approval of the final design plans by the utilities is still required. The Applicant should provide the City with documentation demonstrating final approval by the utilities upon receipt.

Response

The design team is working with the various utility companies for approval of final on-site design. Typically the final design of all utilities is provided commensurate with final construction documents after approvals are granted. We would request that this be made a condition of Site Plan Level III approval for the Motherhouse.

If you have any questions with regards to the above information provided, please contact our office.



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.
- ☒ I intend to deliver a payment method through the U.S. Postal Service mail once my application paperwork has been electronically delivered. *check to be hand delivered.*

Applicant Signature:

Date:

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.



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.

PROJECT NAME: Motherhouse Senior Housing

PROPOSED DEVELOPMENT ADDRESS:

605 Stevens Avenue and Walton Street

PROJECT DESCRIPTION:

Level III Site Plan - Proposed rehabilitation of the former St. Joseph's Convent into 88 Units of affordable and market rate senior housing and proposed Subdivision of McAuley Campus into 4 Lot for Masterplan development as a Senior Living Campus.

136-E006001 & (143 F004 144B001)

CHART/BLOCK/LOT: _____

PRELIMINARY PLAN

_____(date)

FINAL PLAN

June 24, 2015(date)

CONTACT INFORMATION:

Applicant – must be owner, Lessee or Buyer Name: Motherhouse Associates, LP and Sea Coast at Baxter Woods Associates, LLC Business Name, if applicable: Address: 100 Commercial Street, Suite 414 City/State : Portland, ME Zip Code: 04101	Applicant Contact Information Work # C/O Kevin Bunker Matt Teare Home# 207.837.2418 Cell # 207.766.1632 Fax# e-mail: kbunker@gmail.com mteare@highlandgreen lifestyle.com
Owner – (if different from Applicant) Name: St. Joseph's Convent & Hospital C/O Sisters of Mercy of the Americas Northeast Community, Address: Inc. 15 Highland View Road City/State : Zip Code: Cumberland, RI 02864	Owner Contact Information Work # Attn: Sister Lindora Cabral Home# Cell # Fax# 207.333.6450 e-mail: lcabral@mercyne.org
Agent/ Representative Name: Frederic (Rick) Licht, PE, LSE Licht Environmental Design, LLC Address: 35 Fran Circle City/State : Gray, ME Zip Code: 04039	Agent/Representative Contact information Work # 207.749.4924 Cell # 207.749.4924 e-mail: rlicht@securespeed.net
Billing Information Name: Matthew Teare Sea Coast at Baxter Woods Associates, LLC Address: 100 Commercial Street, Suite 414 City/State : Portland ME Zip Code: 04101	Billing Information Work # 207.837.2418 Cell # 207.837.2418 Fax# e-mail: mteare@highlandgreenlifestyle.com

Engineer Fay, Spofford & Thorndike Name: C/O Andrew Johnston Address: 778 Maine Street, Suite 8 City/State : South Portland, ME Zip Code: 04106	Engineer Contact Information Work # 207.775.1121 Cell # Fax# 207.879.0896 e-mail: ajohnston@fstinc.com
Surveyor Titcomb Associates Name: David Titcomb, PLS Address: 133 Gray Road City/State : Falmouth, ME 04105 Zip Code:	Surveyor Contact Information Work # 207.797.9199 Cell # 207.797.9018 Fax# e-mail: dtitcpomb@titcombsurvey.com
Architect Archetype, PA Name: David Lloyd Address: 48 Union Wharf City/State : Portland, ME Zip Code: 04101	Architect Contact Information Work # 207.772.6022 Cell # Fax# 207.772.4056 e-mail: lloyd@archetypepa.com
Attorney Jensen, Baird, Gardner & Henry Name: Ron Epstein/Natalie Burns Address: 10 Free Street, PO Box 04112 City/State : Portland ME Zip Code: 04112	Attorney Contact Information Work # 207.775.7271 Cell # Fax# 207.775.7935 e-mail: repstein@jbgh.com/nburns@jbgh.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) ☒ 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) ☒ Subdivisions (\$500 + \$25/lot) # of Lots 92 x \$25/lot = \$2800 ☐ 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 Subddivision - 4 lots + 88 units = 92 lots/units
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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-Documents-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:

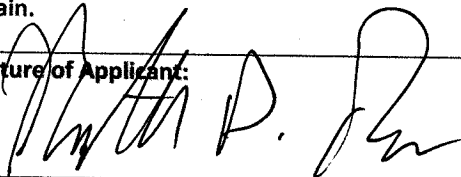
1. One (1) full size site plans that must be folded.
2. One (1) copy of all written materials or as follows, unless otherwise noted:
 - a. Application form that is completed and signed.
 - b. Cover letter stating the nature of the project.
 - c. All Written Submittals (Sec. 14-525 2. (c), including evidence 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 III 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: 6/25/15
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PROJECT DATA

The following information is required where applicable, in order to complete the application.

Total Area of Site	191,066 (LOT 3 Motherhouse) sq. ft.	
Proposed Total Disturbed Area of the Site	3.1 Acres (135,036 sf) 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)	167,748 (Entire Campus)	sq. ft.
Impervious Area (Total Proposed)	168,047 (Entire Campus)	sq. ft.
Building Ground Floor Area and Total Floor Area		
Building Footprint (Total Existing)	24,065	sq. ft.
Building Footprint (Total Proposed)	24,065	sq. ft.
Building Floor Area (Total Existing) (excluding chapel and attic)	102,241	sq. ft.
Building Floor Area (Total Proposed) excluding chapel and attic)	102,241	sq. ft.
Zoning		
Existing	R5	
Proposed, if applicable	R5 and R5A	
Land Use		
Existing	Former Convent and Campus	
Proposed	88 Units Senior Housing	
Residential, if applicable		
# of Residential Units (Total Existing)	0	
# of Residential Units (Total Proposed)	88	
# of Lots (Total Proposed)	4	
# of Affordable Housing Units (Total Proposed)	66	
Proposed Bedroom Mix		
# of Efficiency Units (Total Proposed)	68	
# of One-Bedroom Units (Total Proposed)	20	
# of Two-Bedroom Units (Total Proposed)	0	
# of Three-Bedroom Units (Total Proposed)	0	
Parking Spaces		
# of Parking Spaces (Total Existing)	Lot 3 = 34+/- Campus = 150-155+/-	
# of Parking Spaces (Total Proposed)	Lot 3 = 73	
# of Handicapped Spaces (Total Proposed)	9	
Bicycle Parking Spaces		
# of Bicycle Spaces (Total Existing)	0	
# of Bicycle Spaces (Total Proposed)	12 exterior + 24 interior = 36	
Estimated Cost of Project	TBD	

PRELIMINARY PLAN (Optional) - Level III Site Plan

Applicant Checklist	Planner Checklist	# of Copies	GENERAL WRITTEN SUBMISSIONS CHECKLIST
		1	Completed Application form
		1	Application fees
		1	Written description of project
		1	Evidence of right, title and interest
		1	Evidence of state and/or federal approvals, if applicable
		1	Written assessment of proposed project's compliance with applicable zoning requirements
		1	Summary of existing and/or proposed easement, covenants, public or private rights-of-way, or other burdens on the site
		1	Written requests for waivers from site plan or technical standards, if applicable.
		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
NA		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
		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
		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;
NA			Ground water protection measures;
X			Existing and proposed sewer mains and connections;

- Continued on next page -

HYDRANTS		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;
SEE REPORT		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;
NA		A shadow analysis as described in Section 11 of the Technical Manual, if applicable;
NA		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;
SEE REPORT		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;
LOCATION ONLY		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.



**PORTLAND FIRE DEPARTMENT
SITE REVIEW
FIRE DEPARTMENT CHECKLIST**



A separate drawing[s] shall be provided as part of the site plan application for the Portland Fire Department's review.

1. Name, address, telephone number of applicant
- 2.
3. Name address, telephone number of architect
4. Proposed uses of any structures [NFPA and IBC classification]
- 5.
6. Square footage of all structures [total and per story]
7. Elevation of all structures
8. Proposed fire protection of all structures
 - **As of September 16, 2010 all new construction of one and two family homes are required to be sprinkled in compliance with NFPA 13D. This is required by City Code. (NFPA 101 2009 ed.)**
9. Hydrant locations
10. Water main[s] size and location
11. Access to all structures [min. 2 sides]
12. A code summary shall be included referencing NFPA 1 and all fire department. Technical standards.

Some structures may require Fire flows using annex H of NFPA 1

EXHIBIT 6

FIRE AND LIFE SAFETY CODE REVIEW

The following is provided as additional information relative to the Site Plan Application Site Review Fire Department Checklist:

PORTLAND FIRE DEPARTMENT SITE REVIEW FIRE DEPARTMENT CHECKLIST

NFPA 101 – 2009	REFERENCE
OCCUPANCY – RESIDENTIAL	NFPA 6.1.8
CONSTRUCTION TYPE V(111)	NFPA TABLE A8.2.1.2
SPRINKLED WITH NFPA 13R	
STANDPIPES REQUIRED	
COMMON PATH OF TRAVEL < 50 FT.	30.2.5.3.2
DEAD END CORRIDOR < 50 FT.	30.2.5.4.2
TRAVEL DISTANCE FROM UNIT TO EXIT < 200 FT.	30.2.6.3.2
TRAVEL DISTANCE WITHIN UNIT < 125 FT.	30.2.6.2
SPRINKLED BLDG. EXIT ENCLOSURE 2 HOUR	30.2.2.1.2
AREA OF REFUGE NOT REQUIRED	30.2.2.12.1
CORRIDOR WALLS: 1/2 HOUR (SPRINKLED)	30.3.6.1.2
CORRIDOR DOORS: 20 MIN. RATED (.33 HOURS)	30.3.6.2.1
CORRIDOR DOORS: SELF CLOSING AND SELF LATCHING	30.3.6.2.3
DWELLING UNIT DEMISING WALLS: 1/2 HOUR (1 HOUR REQ. FOR IBC)	30.3.7.2

PROPOSED USE OF STRUCTURE

IBC: RESIDENTIAL, R-2

NFPA 101: NEW APARTMENT BUILDING

APPLICANT: MOTHERHOUSE LP, 100 COMMERCIAL STREET, SUITE 414, PORTLAND, ME, 04101

ARCHITECT: DAVID LLOYD, ARCHETYPE, 48 UNION WHARF, PORTLAND ME, 207-772-6022

SQUARE FOOTAGE OF STRUCTURE:

GROUND FLOOR = 24,065

FIRST FLOOR = 24,212

SECOND FLOOR = 24,153

THIRD FLOOR = 16,538

FOURTH FLOOR = 13,273

TOTAL SQUARE FOOTAGE = 102, 241

HEIGHT: 58' FROM GRADE TO TOP OF ROOF

ELEVATION OF STRUCTURE: (BASE OUTSIDE GRADE 121-125 FT+/- ABOVE SEA LEVEL

HYDRANT LOCATIONS: 150 FEET AWAY IN STEVENS AVENUE AND 430 FEET AWAY IN WALTON STREET

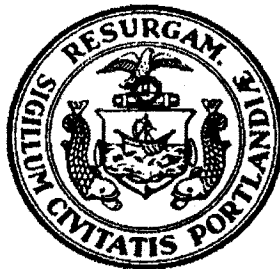
WATER MAIN: 12 AND 8 INCH LOCATED IN STEVENS AVENUE

ACCESS TO STRUCTURE: ON ALL 4 SIDES. (VERIFY PAVED ROADS MEET FIRE TRUCK WIDTH

REQUIREMENTS: HAS BEEN REVIEWED BY FIRE CHIEF)

CITY OF PORTLAND WASTEWATER CAPACITY APPLICATION

Department of Public Services,
55 Portland Street,
Portland, Maine 04101-2991



Mr. Frank J. Brancely,
Senior Engineering Technician,
Phone #: (207) 874-8832,
Fax #: (207) 874-8852,
E-mail: fjb@portlandmaine.gov

Date: 05.25.2015

1. Please, Submit Utility, Site, and Locus Plans.

Site Address: 605 Stevens Avenue

Chart Block Lot Number: 136 E006001; 143 F004000
144 B001000

Proposed Use: Mixed-Use Residential

Previous Use: Mixed-Use Residential

Existing Sanitary Flows: Not Known GPD

Existing Process Flows: None GPD

Description and location of City sewer that is to
receive the proposed building sewer lateral.

Existing site service to Walton Street

Site Category
Commercial (see part 4 below)
Industrial (complete part 5 below)
Governmental
Residential
Other (specify)

X

(Clearly, indicate the proposed connections, on the submitted plans)

2. Please, Submit Contact Information.

City Planner's Name: _____ Phone: _____

Owner/Developer Name: Sea Coast at Baxter Woods, LLC and Motherhouse, LLC

Owner/Developer Address: 30 Governors Way - Topsham, ME 04086

Phone: 207-831-2418 Fax: _____ E-mail: MTeare@highlandgreenlifestyle.com

Engineering Consultant Name: Fay, Spofford & Thorndike, Attn: Andrew D. Johnston, P.E.

Engineering Consultant Address: 778 Main Street, Suite 8, South Portland, ME 04106

Phone: 207-775-1121 Fax: 207-879-0896 E-mail: ajohnston@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: Phase 1 - 6,776; Total project 25,692 GPD

Peaking Factor/ Peak Times: 6 (TR-16)

Specify the source of design guidelines: (i.e. "Handbook of Subsurface Wastewater Disposal in Maine,"
"Plumbers and Pipe Fitters Calculation Manual," Portland Water District Records, Other (specify)

Handbook of Subsurface Wastewater Disposal in Maine-metered flow records from similar facilities.

***(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 - Residential Only

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

EXHIBIT 11

CONSTRUCTION MANAGEMENT PLAN

REVISED 08-03-15

Construction of the Motherhouse and site plan is expected to commence in the winter of 2016 and complete in late Fall 2016.

The applicants have significant experience in site development and historic structure rehabilitation and regularly manage complex projects with seniors living on –campus. This project will include strict control of access and delivery routes, coordinated phasing with McAuley High School activities and site security measures. Communication between the parties occupying the campus and the neighbors is critical to a successful project. It is expected that much of the demolition materials will be recycled and taken to the Riverside Facility in Portland or Commercial Paving in Scarborough.

Utility connections will be required in Stevens Avenue and Walton Streets. All off-site construction will be coordinated with the Department of Public Services to ensure the least impact to traffic flow.

SPECIFIC CONSTRUCTION MANAGEMENT ACTIVITIES FOR MOTHERHOUSE LOT 3 INCLUDE:

1. **SITE SECURITY AND FENCING:**
 - a. Construction barriers will be utilized around Lot 3 with access gates or similar controls places beyond the main Walton Street access past the St Catherine’s lot 2.
 - b. Designated gates and markings will provide strict control over access routes between McAuley HS and the Athletic Fields.
 - c. All fencing for Lot 3 will be secured at the end of site activities on a daily basis.
 - d. The first 200+/- feet of the Walton Street access will be controlled with to –be-determined methods (cones, barriers, signage, monitors) to allow access to St. Catherine’s and McAuley HS parking. (See Item 2.a and 2.b for alternative access during utility work and re-construction of the first 200 feet of the access drive.)
 - e. In general work impacting McAuley HS will attempt to be scheduled during low use periods (vacations, etc.).
 - f. Regular site safety and scheduling meetings will be held between the contractor, owners, McAuley HS and St. Catherine’s resident representatives.
2. **CONSTRUCTION VEHICLE AND MCAULEY HS ACCESS:**
 - a. All construction traffic will be directed from the Walton Street access drive for entry and egress during construction. The McAuley HS Parking lot will be fenced off except as noted below in item b when the 200 feet of entrance is under construction. Truck routes will be reviewed with the City at the pre-construction meeting.
 - b. Walton Street access will be closed for traffic during the period of new entrance construction – the McAuley HS west (exit) drive will be used and signed as temporarily for access during this brief period. All construction traffic will be routed through the High School Parking lot for this period with appropriate barriers to segregate work from McAuley HS use.

- c. The only construction access from Stevens Avenue will be that associated with the new watermain and gas main service installations. Appropriate traffic flaggers and signage on Stevens Avenue will be provided.
 - d. Stone aprons will be provided as required at the construction access during renovations to the access as specified on the site plans and Erosion Control Report.
- 3. UTILITY INSTALLATION:
 - a. New Utility Services from Stevens Avenue include Water and Natural Gas mains into Lot 3. All street openings will secure appropriate opening permits from the City and will provide for traffic and pedestrian control.
 - b. Electric and cable services from Walton Street at the McAuley HS Parking lot will be coordinated with McAuley HS as required. Temporary closings of the east portion of the McAuley HS parking lot may be required for a brief period and will be coordinated with McAuley HS.
 - c. Sewer service upgrades across Lot 2 will be coordinated with St. Catherine's resident representatives and fenced off as required.
 - d. Any storm drainage work which affects the athletic fields (minimal is required) will be coordinated during non-field use periods and the fields signed appropriately.
- 4. BUILDING RENOVATIONS:
 - a. Construction debris and recycled materials will be stored in 30 yard or similar construction bins and removed as required from the Walton Street access route.
 - b. All work will be coordinated through the general contractor with all deliveries to be made from Walton Street unless unusual circumstances require access from Stevens Avenue.
 - c. All trees to be saved will be protected with fencing or approved barriers in areas of construction.
 - d. Material lay down and storage areas will be designated and secured.



July 29th, 2015

J14.067

Jean Fraser, Planner
Planning and Urban Development Department
Planning Division
389 Congress Street, 4th Floor
Portland, Maine 04101

Motherhouse Senior Housing
605 Stevens Avenue and Walton Street
Motherhouse Lot 3 - Level III Site Plan Review and Subdivision Application
Final Submittal Summary PDF Packet
(CBL 136 E006001, 143 F004000, 144 B001000)

Dear Jean:

This cover letter and attachments provide a brief summary of the Motherhouse Senior Housing LIII Site Plan and Submissions made to date. To help collate various information submitted we have summarized the materials and correspondence submitted and provided by major review topic, separate Exhibits for ease of review and preparation of your staff memo.

I. LIII Site Plan and Subdivision Summary Submittals:

- A. June 24th Application Report with 17 Exhibit Attachments;
 - Stormwater Management Report dated June 2015
 - Erosion and Sedimentation Control Report by FST dated June 2015
 - Motherhouse Senior Housing -Site and Subdivision Plans dated June 24, 2015
- B. July 8th Submittal response to Tom Errico email comments:
 - Carroll Associates response letter dated July 8th, 2015
 - Maine Traffic Resources Memo dated July 8th, 2015
- C. Addenda -1 Submittal and Updates dated July 27, 2015 and July 28, 2015
 - Responses to Tom Errico review comments re: Traffic and Circulation
 - Responses to Jeff Tarling email review comments re: Tree Planting and Saving
 - Responses to Dave Senus review comment re: Stormwater
 - Responses to staff email comments re; General Site and Subdivision Plans
 - Revised Site Plan Sheets: C2.0, C4.0, C6.0, L1.0, L2.0, L3.0 (Revisions include island removal from Walton Access, subdivision plat easements added and additional information on tree saving and removals)
 - Turning Movement Exhibit



D. July 28th - 29th emails submittal misc items:

- Parking Ratio Table
- Email re: Agreement on METRO Shelter
- Submittal of Sample Reciprocal Rights Agreement for Osprey Circle

II. Review Topic Exhibits:

The following Exhibits are provided to summarize information by relevant review topic for ease of review and access to information including documentation provided in the original June 24th submission:

- Exhibit 1 – Site and Subdivision Plans Updates
- Exhibit 2 – Proposed Easements and Reciprocal Agreements
- Exhibit 3 - Traffic, Parking and Circulation
- Exhibit 4 – Stormwater Management
- Exhibit 5 - Lighting
- Exhibit 6 - Fire and Life Safety Code Review
- Exhibit 7 – July 29th Neighborhood Meeting

We look forward to the Planning Board hearing scheduled for August 11th. In the meantime our project team remains available to meet with staff to review the application in further detail or to provide any additional information if required.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rick Licht', written over a horizontal line.

Frederic (Rick) Licht, PE, LSE
Principal

Encl: As Noted

Cc: John Wasileski; Sea Coast at Baxter Woods Associates, LLC
Sister Lindora Cabral; Sisters of Mercy of the Americas Northeast Community, Inc.
Daniel Justynski; Sisters of Mercy of the Americas Northeast Community, Inc.
Dennis Keeler; Pierce Atwood, LP
Matt Teare; C/O Sea Coast at Baxter Woods Associates, LLC
Kevin Bunker, Motherhouse, LLC
Ron Epstein; Natalie Burns; Jensen, Baird, Gardner & Henry
Pat Carroll; Carroll Associates, Landscape Architects
Andrew Johnston; Fay, Spofford & Thorndike
Diane Morabito, Maine Traffic Resources

EXHIBIT 1

SITE AND SUBDIVISION PLAN UPDATES

Plan Updates are incorporated on the July 28th, 2015 revised Motherhouse Site and Subdivision Plan sets and include the following revisions made since the June 24th original submittal. Refer to attached plan set for specifics:

- Revised entrance off Walton Street – removed center island, revised geometry, revised entrance curb cuts from access drive into McAuley parking lot. (Sheet C4.0)
- Added dimensional data to parking lots (Sheet C4.0)
- Added additional information on tree saving and tree fund proposal (Sheet L1.0)
- Added stormwater cleanout information (Sheet C6.0)
- Added Easements to overall subdivision plat, labeled condominium Units 1 and 2 (Sheet C2.0)
- Added Lighting & Photometric Plan (Sheet E 0.0)

EXHIBIT 2

PROPOSED EASEMENTS AND RECIPROCAL AGREEMENTS

- Proposed easements and an easement table were added to Sheet C2.0 Overall Subdivision Plat. (Refer to Plans)
- In response to comments of cross easements and rights and responsibilities between lots the applicant provided:
 1. Access drive and shared utilities - statement that maintenance would be shared between users.
 2. A sample reciprocal agreement for a similar project, Osprey Circle, located in South Portland was provided (copy attached) as a sample document which provides for shared rights and responsibilities between entities sharing common infrastructure, etc. The applicant will employ a similar agreement for the Motherhouse.

RECIPROCAL EASEMENT AGREEMENT

This Agreement made as of the 22nd day of September, 2010, by and between HERON COVE CONDOMINIUM ASSOCIATION, a Maine non-profit corporation with a place of business in South Portland, Maine (the "Association"), and HERON COVE ASSOCIATES LLC, a Maine limited liability company with a place of business in Portland, Maine ("Heron Cove")

WITNESSETH:

WHEREAS, Heron Cove created Heron Cove Condominium (the "Condominium") pursuant to the Declaration of Condominium dated as of March 30, 2006 and recorded in the Cumberland County Registry of Deeds in Book 23826, Page 64, as amended by First Amendment dated as of October 25, 2006 and recorded in the Cumberland County Registry of Deeds in Book 24502, Page 168, Second Amendment dated as of March 1, 2007 and recorded in the Cumberland County Registry of Deeds in Book 24908, Page 322, and Agreement and Third Amendment to Declaration of Condominium of Heron Cove Condominium (the "Third Amendment") of even or near date to be recorded herewith (collectively the "Declaration") and as shown on the "Condominium Plan for Heron Cove Condominium" dated September 14, 2005 last revised March 30, 2006, prepared by Owen Haskell, Inc., as amended by "Amended Condominium Plan" recorded in said Registry of Deeds in Plan Book 206, Page 679 as further amended by "Amended Condominium Plan of Heron Cove Condominium" dated September 14, 2005, last revised December 21, 2010 to be recorded herewith (together, the "Plan") and on the "Condominium Plans for Heron Cove Condominium" dated March 31, 2006, prepared by Archetype, P.A., recorded in the Cumberland County Registry of Deeds in Plan Book 206, Pages 225-228; and

WHEREAS, Heron Cove has amended the Declaration by changing the boundaries of the land subject to the Declaration, effectively withdrawing certain land from the Condominium, as set forth in the Third Amendment;

WHEREAS, Exhibit A attached hereto and made a part hereof describes the land subject to the Declaration as a result of the recording of the Third Amendment (the "Condominium Land");

WHEREAS, by Quitclaim Deed of even or near date to be recorded herewith, the Association transferred to Heron Cove the land described in Exhibit B attached hereto and made a part hereof ("Heron Cove's Land");

WHEREAS, the parties intend that, notwithstanding the removal of Heron Cove's Land from the Condominium, the Association and the unit owners shall continue to have certain rights in Heron Cove's Land as more specifically set forth in this Agreement; and

WHEREAS, the parties wish to grant reciprocal easements to one another upon and subject to the terms of this Agreement for the benefit of the Condominium Land and Heron Cove's Land;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual promises, covenants and undertakings set forth herein, the parties hereby agree as follows:

1. Access Easement. The Association hereby grants to Heron Cove permanent and perpetual easements for the purposes described below over the Condominium Land:

A. A permanent and perpetual easement for ingress and egress by foot and vehicles over those portions of Heron Cove Drive and Cormorant Place (collectively, the "Roads") which are located on the Condominium Land to and from Heron Cove's Land, together with a permanent and perpetual utility easement to connect to the existing utilities, together with the right of access to all such utilities by foot, vehicles and equipment and the right to operate, inspect, maintain, repair, replace, and improve such utilities. The access easement granted herein shall provide for frontage of seventy-five (75) feet on Cormorant Place where the Portland Pipeline lease as shown on the Plan intersects Cormorant Place. The westerly end of such seventy-five feet of frontage shall coincide with the point where the westerly boundary of the Portland Pipeline lease intersects Cormorant Place, and the easterly end of such seventy-five feet of frontage shall be at that point lying fifteen (15) feet to the east of the point where the easterly boundary of the Portland Pipeline lease intersects Cormorant Place. Heron Cove agrees to return the surface of the earth to substantially its same condition after any repair, replacement, upgrading or maintenance of any utilities.

B. A permanent and perpetual easement for ingress and egress by foot and bicycles over the pedestrian walkways (the "Walkways") which are located on the Condominium Land to and from Heron Cove's Land.

The Association agrees to maintain, at its expense, the Roads and Walkways in sufficiently passable condition to allow Heron Cove access to its property. Commencing upon the beginning of construction on Heron Cove's Land, Heron Cove shall reimburse the Association for its pro rata share of the maintenance costs of that portion of the Roads and Walkways actually used, based on the total number of dwelling units constructed on Heron Cove's Land compared to the total number of Units on the Condominium Land. Such reimbursement shall be made within thirty (30) days of receipt of an invoice from the Association which includes an itemization of the total maintenance costs paid with respect to the Roads and Walkways. Should the Association fail to maintain the Roads and Walkways within the easement area as described in this paragraph, then Heron Cove, after written notice to the Association and the Association's failure to perform the required work within ten (10) days, may perform such work, in which case the Association shall reimburse Heron Cove for the reasonable costs of such maintenance within thirty (30) days of receipt of Heron Cove's invoice for such work.

C. A permanent and perpetual easement allowing Heron Cove to connect to the existing water main located on the Condominium Land and to install a sub-meter thereon, together with the right of access by foot, vehicles and equipment and the right to install, including the installation of a new water pipe and meter which will exclusively serve Heron Cove's Land, repair, maintain, replace and upgrade one or more pipes for the transportation of

water. Heron Cove agrees to return the surface of the earth to substantially its same condition after any installation, repair, replacement, upgrading or maintenance of the water lines.

Subject to reimbursement as set forth in this paragraph, the Association shall pay the water and sewer bills in their entirety, such payment to be made in a timely manner to avoid the filing of any liens. Heron Cove shall reimburse the Association for the total amount of its water and sewer usage within thirty (30) days after receiving a copy of each bill. Heron Cove shall provide to the Association quarterly submeter readings to substantiate amounts paid to the Association under this paragraph. The Association agrees to give Heron Cove copies of all correspondence from the South Portland Water District within ten (10) days of receipt of same. Should Heron Cove reasonably believe that it is in danger of having its water turned off due to the Association's non-payment of a bill, or in the event of the filing of a lien for nonpayment of water or sewer bills, Heron Cove shall have the right to pay the bill in its entirety, in which case the Association shall reimburse Heron Cove immediately upon demand for all amounts which are not attributable to Heron Cove's usage of water.

2. Stormwater Easement. Heron Cove hereby grants to the Association a permanent and perpetual easement to allow stormwater from the Condominium Land to flow over Heron Cove's Land using the existing stormwater handling structures which are located on Heron Cove's Land. The Association shall maintain, at its sole expense, the stormwater handling structures to ensure that they are kept in good working order and that the flow of stormwater is not interrupted or diverted in such manner to cause unreasonable harm to Heron Cove's Land.

3. Recreation Easement. Heron Cove hereby grants to the Association a permanent and perpetual five foot wide recreation easement for use by pedestrians on foot and bicycle who wish to cross Heron Cove's Land to reach the open space on the adjacent Lot 9, as shown on Second Amended Final Major Subdivision Plan dated December 14, 2004, last revised August 2, 2006 and recorded in said Registry of Deeds in Plan Book 206, Page 498. Heron Cove shall have the right to establish the location of the recreational easement granted in this Section 3, and Heron Cove shall have the right to relocate such easement from time to time so that the easement does not interfere with any development on Heron Cove's Land.

4. Sewer Easements. The parties hereby grant each other the easements for sewer purposes as more particularly set forth in subsections A. through C. below:

A. The Association grants to Heron Cove a permanent and perpetual sewer easement allowing Heron Cove to use the existing sewer lines on the Condominium Land to transport sewage from the sewer pump station located on Heron Cove's Land (the "Pump Station") across the Condominium Land to the public sewer in Brickhill Avenue, together with the right to install, repair, maintain, replace and upgrade one or more pipes for the transportation of sewage. Heron Cove agrees to return the surface of the earth to substantially its same condition after any installation, repair, replacement, upgrading or maintenance of the sewer lines. The approximate location of the Pump Station is depicted on the Amended Condominium Plan to be recorded herewith.

B. Heron Cove grants to the Association a permanent and perpetual sewer easement allowing the Association to use, maintain, repair and replace the existing sewer lines on Heron Cove's Land to transport sewage from the Condominium Land to the Pump Station. The Association agrees to return the surface of the earth to substantially its same condition after any installation, repair, replacement, upgrading or maintenance of such sewer lines.

C. Heron Cove also grants to the Association a permanent and perpetual easement to operate, repair, replace, maintain and upgrade the Pump Station and the sewer line or lines exiting the Pump Station (collectively, the "Pump Station Maintenance"). The Association shall be responsible for the Pump Station Maintenance at its expense, subject to reimbursement from Heron Cove as set forth in this paragraph. Heron Cove shall contribute its pro rata share of the total costs of the Pump Station Maintenance based on a comparison of the sewer bills for the Condominium and those for Heron Cove's Land. Heron Cove shall pay its share within thirty (30) days of receipt of the Association's invoice. Any necessary increase in capacity of the Pump Station arising from the development of Heron Cove's Land shall be paid for solely by Heron Cove. At such time that the number of dwelling units constructed on Heron Cove's Land exceeds the number of dwelling units in the Condominium, the Association's responsibilities with respect to the Pump Station Maintenance shall cease, and Heron Cove shall assume and be responsible for the Pump Station Maintenance at its expense, subject to reimbursement from the Association in the manner set forth in the following sentence, and subject to the easement granted in this subsection C. Upon such change with respect to the Pump Station Maintenance, the Association shall contribute its pro rata share of the total costs of the Pump Station Maintenance, based on a comparison of the sewer bills for the Condominium and those for Heron Cove's Land. The Association shall pay its share within thirty (30) days of receipt of Heron Cove's invoice.

5. This Agreement shall be binding upon and shall inure to the benefit of Heron Cove and the Association and their respective successors and assigns. This Agreement is meant to run with the land described in Exhibits A and B attached hereto and made a part hereof. This Agreement may not be amended except by written instrument executed by the parties and recorded at the Cumberland County Registry of Deeds.

TO HAVE AND TO HOLD the aforegranted and bargained easements, with all privileges and appurtenances thereof, to Heron Cove and the Association and their respective successors and assigns, to their use and behoof, forever.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed and sealed this 22 day of Sept, 2010.

WITNESS:

HERON COVE ASSOCIATES LLC

M. Schiniger

By: Richard Berman
Richard Berman, its sole Member

HERON COVE CONDOMINIUM
ASSOCIATION

MAselinger

By: Richard Berman
Richard Berman, its President

STATE OF MAINE
CUMBERLAND, ss.

9/22, 2010

Personally appeared the above-named Richard Berman, sole Member of Heron Cove Associates LLC, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said limited liability company.

Before me,

MAselinger
~~Attorney-at-Law/Notary Public~~
Printed Name: MASELINGER m
Commission expires: _____

STATE OF MAINE
CUMBERLAND, ss.

9/22, 2010

Personally appeared the above-named Richard Berman, President of Heron Cove Condominium Association, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said non-profit corporation.

Before me,

MAselinger
~~Attorney-at-Law/Notary Public~~
Printed Name: MASELINGER m
Commission expires: _____

JOINDER OF MORTGAGEE

WEST FALMOUTH ASSOCIATES, a Maine corporation with a place of business in Portland, Maine, and mailing address of c/o Developers Collaborative, 17 Chestnut Street, Portland, Maine 04101 (herein called the "Mortgagee"), holder of and mortgagee under that certain Open-End Construction Mortgage Deed and Security Agreement dated March 30, 2006 and recorded in the Cumberland County Registry of Deeds in Book 23826, Page 1 (the "Mortgage") granted to FIRST HORIZON HOME LOAN CORPORATION, a Kansas corporation, by Heron Cove Associates LLC, as assigned to Mortgagee by Assignment of Mortgage and Other Collateral Documents dated April 9, 2008 and recorded in said Registry of Deeds in Book 25967, Page 135, hereby joins in the granting of the foregoing easements and consents to the granting of the same. Nothing contained herein shall be deemed to be a release or discharge of any property subject to the Mortgage, and by its joinder in this Agreement Mortgagee shall not have any liability to any party with respect to the granting of the easements in the foregoing Agreement.

WITNESS

WEST FALMOUTH ASSOCIATES

MA Selinger

By: Richard Berman
Richard Berman, its President

STATE OF MAINE
COUNTY OF CUMBERLAND, SS.

9/22, 2010

Personally appeared the above-named Richard Berman, President of West Falmouth Associates, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

MA Selinger
~~Notary Public~~/Attorney-at-Law

Print Name: MA SELINGER
My commission expires: _____

EXHIBIT A

Condominium Land—Lot 7A

A certain parcel of land situated on the southwesterly side of Brickhill Avenue in the City of South Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning on the southwesterly sideline of Brickhill Avenue at the easternmost corner of Lot 10 as shown on "Second Amended Final Major Subdivision Plan Brickhill Redevelopment South Portland, Maine Long Creek Redevelopment, LLC Pinkham & Greer Engineers, Inc." recorded in Plan Book 206 Page 498;

Thence, southeasterly and easterly by Brickhill Avenue by a curve to the left having a radius of 696.00 feet an arc distance of 387.93 feet to Lot 6 on said plan;

Thence, S 09° 51' 38" W by Lot 6 a distance of 121.07 feet;

Thence, S 48° 15' 56" E by Lot 6 a distance of 105.58 feet to Lot 7B on the hereinafter-mentioned plan;

Thence, S 41° 44' 04" W by lot 7B a distance of 140.03 feet;

Thence, N 48° 15' 56" W by Lot 7B a distance of 52.97 feet;

Thence, S 76° 57' 38" W by Lot 7B a distance of 492.59 feet to the land now or formerly of William J. McCarthy, Jr. and Donald J. McCarthy;

Thence, N 26° 51' 01" W by the land of said McCarthys 320.80 feet;

Thence, N 53° 50' 51" E by the land of said McCarthys 355.90 feet to Lot 10;

Thence, N 53° 44' 44" E by Lot 10 a distance of 92.52 feet to the point of beginning.

Said parcel contains 5.68 acres and is shown as Lot 7A on "Amended Condominium Plan of Heron Cove Condominium Brickhill Ave. Brickhill Development off Westbrook St., South Portland, Maine made for Heron Cove Associates, LLC - Declarant Sept. 14, 2005 Owen Haskell, Inc. Job No. 2005-138 SP" revised December 21, 2010.

EXHIBIT B

Heron Cove's Land—Lot 7B

A certain parcel of land situated off the southwesterly side of Brickhill Avenue in the City of South Portland, County of Cumberland and State of Maine, bounded and described as follows:

Commencing on the southwesterly sideline of Brickhill Avenue at the northwest corner of Lot 6 as shown on "Second Amended Final Major Subdivision Plan Brickhill Redevelopment South Portland, Maine Long Creek Redevelopment, LLC Pinkham & Greer Engineers, Inc." recorded in Plan Book 206 Page 498;

Thence, S 09° 51' 38" W by Lot 6 a distance of 121.07 feet;

Thence, S 48° 15' 56" E by Lot 6 a distance of 105.58 feet to the point of beginning of the herein described parcel;

Thence, S 48° 15' 56" E by lot 6 a distance of 368.82 feet to Lot 9 on said plan;

Thence, S 24° 35' 44" W by Lot 9 a distance of 72.64 feet;

Thence, S 69° 00' 04" W by Lot 9 a distance of 346.63 feet;

Thence, S 82° 37' 39" W by Lot 9 a distance of 382.22 feet to the land now or formerly of William J. McCarthy, Jr. and Donald J. McCarthy;

Thence, N 26° 51' 01" W by the land of said McCarthys 339.74 feet to Lot 7A on the hereinafter-mentioned plan;

Thence, N 76° 57' 38" E by Lot 7A a distance of 492.59 feet;

Thence, S 48° 15' 56" E by Lot 7A a distance of 52.97 feet;

Thence, N 41° 44' 04" E by Lot 7A a distance of 140.03 feet to the point of beginning.

Said parcel contains 5.79 acres and is shown as Lot 7B on "Amended Condominium Plan of Heron Cove Condominium Brickhill Ave. Brickhill Development off Westbrook St., South Portland, Maine made for Heron Cove Associates, LLC - Declarant Sept. 14, 2005 Owen Haskell, Inc. Job No. 2005-138 SP" revised December 21, 2010 to be recorded herewith.

EXHIBIT 3

TRAFFIC, PARKING AND CIRCULATION

1. Original Submittal information is copied below for ease of reference shown in italics:

Existing Conditions:

- C. *General Conditions and Parking: The overall campus contains the McAuley High School and associated athletic fields and parking, St. Catherine's residence hall and the Motherhouse and includes several shrines amongst the maintained gardens and grounds. The eastern side of the site is occupied by the school athletic fields and a wooded wetland located at the eastern edge of the site below the fields. Wetlands were delineated by Hampton Associates in the spring of 2015. The main access to the campus is currently from Walton Street with secondary lesser access from Stevens Avenue through two driveway gates of which one is normally closed. A main parking lot for approximately 100 cars exists adjacent to the McAuley High School and parking is interspersed throughout the site totaling approximately 155 spaces+/- . Additional formal parallel parking is available, but not normally used, on Stevens Avenue. The pavement conditions vary on-site from good to poor depending on the site location. Refer to the Existing Conditions Plan – Sheet C1 for additional site information.*

Proposed Development

- B. *Site Layout and Circulation: Lot 3 contains 4.39 acres and includes approximately 330 of frontage on Stevens Avenue and a 50-foot access to Walton Street. The existing parking lot entrance off Walton Street will be re-designed as a two lane boulevard with curbing and a center landscaped island. The design will include a more organized circulation and parking striping pattern for the existing McAuley parking lot and a designated two-way entry onto the new campus access drive. The main access corridor will serve as the future "spine" for access to the future Lot 4 development and will be 22 feet wide and paved. The access drive will loop to the south side of the building where it becomes one way in from Stevens Avenue. The existing paved ceremonial "loop" on the Stevens Avenue (front) side of the building will have a one-way in at the south gate and one way out at the north gate and be signed for right-turn only. Access to the north side of the building (Smith Wing and side door) will be two-way from the new main access drive from Walton Street and one way from Stevens Avenue. Additional parking will be added on the south and north sides of the building. (Refer to the Site Plan.)*

Existing paved areas around the Motherhouse will be either ground and re-shimmed to meet new grades, box cut to provide new base material and pavement or turned into landscaped areas (See Layout & Materials Plan.) Curbing will be minimized to provide more of a campus feel as it exists today and used sparingly at intersections, as required for drainage and against walkways.

Lot 3 will provide 73 parking spaces (64 regular spaces and 9 handicap spaces) for a ratio of 0.83 spaces per unit. The plan will provide approximately 82 spaces at the McAuley HS lot. Refer to the Site Plan for site and parking tables.

The proposed Lot 3 site plan will not result in the loss of any existing playing fields. There will be some minor construction directly adjacent to the west side of the field complex for construction of the new access drive and utilities which will have only a short term impact.

- C. *Pedestrian and Bicycle Circulation: The site design will provide new paved and concrete/paver walkways to create a strong pedestrian connection to Walton Street and to Stevens Avenue from the new west side entrance as well as from other doorways. Internal connections between McAuley HS, St. Catherine's and the Smith Wing will continue to be used and enhanced as shown on the plans to provide a walk able campus. Several sections of former walkways near the athletic fields which conflict with the new site design will be removed and landscaped.*

Twelve external bicycle racks will be provided and space for 24 bicycles provided internally in a secured room. (Refer to Site Plan.)

2. Revisions and updates to traffic, circulation and parking include:

- A. Removal of center island at the Walton Street access and new internal curb cuts at the high school lot. New striping at HS lot provides 94 spaces for McAuley High School.
- B. Submittal of Turning Movement Exhibit, attached.
- C. Submittal of MTR -Traffic Memo dated July 8th, attached re parking ratios, copy attached.
- D. Submittal of Parking Ratio table, attached.
- E. Responses to staff comments – Carroll Assoc. Memo dated July 8th, copy attached.
- F. Agreement to Move crosswalk at Stevens Avenue if City requires and construct new ADA Ramps.
- G. Agreement (See attached email) to work with METRO and the City to install bus shelter if desired within general proximity to site.
- H. Leave north parking exit lane to Stevens as 22 feet.
- I. Agree to work with Historic Preservation consultant, National Park Service and City to deal with two existing gates at Stevens Avenue. Recommend if allowed, shifting pedestrian gate at north gate to align with new walk inside gate.
- J. **This submittal** – clarify that the 83 proposed parking spaces will be utilized for the Motherhouse. McAuley High School will use their lot including Sisters working in the Smith Wing.

SUMMARY MEMORANDUM

TO: Mr. Matthew D. Teare
Director of Development
Sea Coast Management Company
30 Governors Way
Topsham, Maine 04086

DATE: July 8, 2015

RE: Parking Analysis for Motherhouse Senior Housing off Stevens Avenue in Portland

This summary memorandum for the Motherhouse Senior Housing is written in response to Tom Errico's July 1st email request for:

the applicant should provide documentation that supports the parking supply being provided. The applicant shall conduct parking surveys (or obtain previously conducted surveys) at similar sites that are located off-peninsula. The applicant shall coordinate the methods with the City staff.

Motherhouse Senior Housing will provide 88 dwelling units, 66 of which will be affordable with 22 at market rate. The plan provides 73 parking spaces, which consist of 62 spaces dedicated to the dwelling units and 11 additional for guest and McAuley use.

The Institute of Transportation (ITE) Trip Generation, 4th Edition report, published in 2010, lists the average peak parking demand as 0.59 vehicles per dwelling unit for land use code 252 - senior housing attached. The range of ITE results is 0.45 to 0.67 vehicles per dwelling unit. Hence, the proposed parking at $62/88 = 0.70$ exceeds the ITE peak demand recorded with 11 additional spaces being provided on top of the 0.70.

In addition to the above ITE data, we also have information from several other projects. At the Osprey Circle LIHTC project in South Portland, which is a fairly car dependent location, there are 48 dwelling units. Only 32 residents have vehicles which equates to a similar 0.67 rate.

The applicant has found at both Ocean View in Falmouth and Highlands in Topsham that only 60 to 70 % of residents have cars. This again is covered by the 0.70 rate we are using for Motherhouse Senior Housing, which we expect to be conservative given the urban location and the public transit and walking options that are provided by the Motherhouse.

Lastly, we would like to point out that there are reductions allowed in off-street parking requirement for both affordable housing and historic structures, which both apply to Motherhouse Senior Housing, as noted as follows:

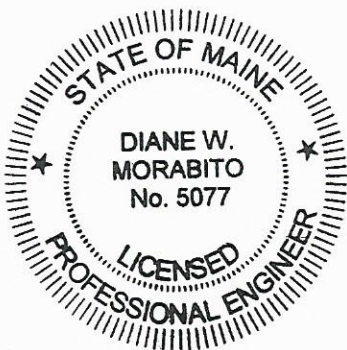
(b) Incentives for affordable housing- parking reductions:

For each affordable housing unit for rent or sale within an eligible project under the Affordable Housing Ordinance established in 14-488(b) of this article, no more than one (1) parking space shall be required. The planning board may establish a parking requirement for affordable housing units for rent or sale within an eligible project that is less than one (1) parking space per affordable housing unit, regardless of the size of the structure.

(d) Exception for historic structures:

No parking in excess of that existing on or servicing the lot as of March 15, 1999 shall be required for any structure under Article IX of this chapter, as a contributing structure in a local or National Register historical district, or as a locally designated or National Register landmark building; however, parking may not be decreased from that existing on or servicing the lot on March 15, 1999 except to the extent necessary to meet the requirements of the Americans with Disabilities Act.

Given the historic nature of the site and the urban location, we are providing what we believe to be more than adequate parking without being excessive. As always, please do not hesitate to contact me if you or the City of Portland have any questions regarding this parking analysis.



Sincerely,

A handwritten signature in black ink that reads "Diane W. Morabito".

Diane W. Morabito, P.E. PTOE
President

cc: Rick Licht, Licht Environmental Design, LLC
Tom Errico, TY Lin International
Jean Fraser, City of Portland
Pat Carroll, Carroll Associates
Kevin Bunker, Developers Collaborative



July 8, 2015

Ms. Jean Fraser, Planner
City of Portland
389 Congress St
Portland, ME 04101

RE: Motherhouse Staff Review-Errico Comments

Dear Jean,

On behalf of Motherhouse Apartments LP we are providing the following responses to the Staff Memo from Tom Errico on July 1, 2015. Please consider the following:
Comment:

1. *The traffic impact study notes that the project will generate 18 AM peak hour and 22 PM peak hour trips. I need to review this in more detail but given the volumes estimated, the project would not be expected to have a significant impact on traffic conditions in the area.*

Response: No comment needed.

2. *As noted in the traffic impact study, there are no identified High Crash Locations in the project area.*

Response: No comment needed.

3. *The High School Parking lot layout is being modified. Dimensional details for the proposed layout should be provided.*

Response: We will add the dimensional details for the restriping of the McAuley parking lot on the Site Plan. The intent is that all parking lot striping will meet City Standards.

4. *The modified driveway at Walton Street seems very wide with 15-foot entry and exit lanes. The applicant should provide information in support of the driveway design.*

Response: The entrance and exist lanes are widened to accommodate anticipated school bus, service and emergency vehicles entering and exiting the site. The median island restricts truck maneuvering into and out of the site. We will provide turning templates for the intersection and adjust the width accordingly, if it is possible to reduce the width we will do so.

5. *The aisle width (22 feet) adjacent to the 8 parking spaces on the one-way egress road near Stevens Avenue does not meet City standards. Information in support of a formal technical standard waiver request shall be provided.*

Response: As indicated in Tom's comment above, the access aisle is one way and will provide minimal traffic from the property existing onto Stevens Avenue. The existing drive at Stevens Ave is approximately 14 feet wide at the intersection and restricted by an existing historic fence and gate, then widens at the existing parking area and continuing into the site. The parking is existing and the intent is to utilize the existing spaces. Due to the low volume of traffic and small number of parking spaces (8), we believe the 22- foot width is justified. We are also bound by NPS Guidelines relating to the Historic Tax Credits for the Motherhouse, and National

Park Service standards indicate that, when using historic tax credits, the portions of sites viewed from a public way should be kept in as close condition as possible to the historic layout while allowing for a new use.

6. *The applicant should provide dimensional details for the area on the north side of the building where the 5 and 10 space parking areas are located.*

Response: We will provide requested details on a revised Site Plan. The intent is for the parking spaces and drive aisles to meet City Standards.

7. *The applicant should review landscaping and other features as it relates to providing safe sight distance when existing the site onto Stevens Avenue. I am particularly concerned about safety for pedestrians on the sidewalk.*

Response: Existing site features at this intersection include a wrought iron fence, privet hedge, and other assorted landscaping. We will review the existing fencing, gates, and landscaping with site distances and provide documentation to the visibility and safety of pedestrian circulation in this area.

8. *A crosswalk is located at the egress driveway on Stevens Avenue and will need to be upgraded to meet accessibility standards. I would also like to review the location of the crosswalk to determine optimal placement.*

Response: Tom E. refers to an existing mid-block crosswalk that will be maintained, but does not currently meet accessibility standards on either side of Stevens Avenue. We will add a note to the plans indicating final location will be coordinated with City staff and will ensure it is designed to meet all ADA requirements.

9. *A detail should be provided for the sidewalk ramp at the driveway on Walton Street to ensure that it is fully accessible.*

Response: A detail will be added to the site detail sheet that ensures the sidewalk ramp is fully accessible.

10. *The project is proposing three driveways and exceeds City standards. I support a waiver from this standard given that two of the driveways are one-way and the third driveway functions as a shared driveway with the High School.*

Response: No comment needed. A formal waiver from this standard will be requested.

11. *The applicant should provide documentation that supports the parking supply being provided. The applicant shall conduct parking surveys (or obtain previously conducted surveys) at similar sites that are located off-peninsula. The applicant shall coordinate the methods of the survey with City staff.*

Response: The parking supply indicated on the plan describes a total of 73 spaces, with uses allocated between the Motherhouse tenants and the existing office use in the Smith Wing. We anticipate that a total of 62 spaces will be utilized by the tenants, and 11 spaces will be used by visitors or the McAuley Staff utilizing the adjacent Smith Wing. We believe the ratio of 0.70 spaces/ DU is consistent with the needs of the senior population in the Motherhouse and in line with other on and off peninsula senior housing projects in the Portland area. See attached Parking Demand memo from Maine Traffic Solutions.

I hope this helps to move the traffic comments forward, as always we appreciate working closely with Staff and anticipate full discussion of these items with you and the Board. Please do not hesitate to contact me if you have other comments or need additional information.

Regards,

CARROLL ASSOCIATES

A handwritten signature in black ink, appearing to be 'Patrick Carroll', with a stylized, cursive 'P' and 'C'.

Patrick Carroll, Principal

CC: Kevin Bunker
Matt Teare
Rick Licht
Diane Morabito

Att.

PARKING COMPARISION TABLE - 1- MOTHERHOUSE SENIOR HOUSING (1)

Project	No. Units	Parking Spaces	Occupied Spaces	Parking Ratio (%)
Osprey Circle - S. Portland	48	48	32	0.67
Bussey Commons - Scarborough	54	60	35	0.58
Riverlanding- Topsham (2)	25	36	12	0.48
Cascade Brook - Saco	30	35	24	0.69
Motherhouse Proposal - Portland Proposed	88	73	NA	0.83

NOTES:

- (1) All projects are similar LIHTC Senior Housing Projects to the Motherhouse Project.
- (2) River Landing has 36 units. Project only recently opened -25 units occupied -use as basis.
- (3) Counts of used spaces conducted in evening peak parking conditions and/or through review of parking permits issued to residents.

From: [rick licht](#)
To: ["Jean Fraser"](#)
Cc: ["Kevin Bunker"](#); ["mteare@highlandgreenlifestyle.com"](mailto:mteare@highlandgreenlifestyle.com); ["Andrew Johnston"](#); ["Diane Morabito"](#); ["Pat Carroll"](#); ["Cito Selinger"](#); ["Rex Croteau"](#)
Subject: RE: Motherhouse updated Drawings Subdivision Plat C 2.0
Date: Tuesday, July 28, 2015 5:09:00 PM
Attachments: [202096_Subdivision 2015 28July15 .pdf](#)

Jean:

1. Please add updated Subdiv. Plan Sheet C2 to the revised plans. It has had additional easements added along with an easement table.
2. Regarding the question of the METRO Stop and Shelter. Kevin Bunker has agreed to support the placement of a METRO Shelter in the vicinity of the site if it can be coordinated with METRO and the City and is close to the site to provide benefit to the residents of the Motherhouse. As we discussed, logistically, the front of the site on Stevens Ave. has a parking lane, 1-2 foot esplanade and 5 foot concrete walk the historic fence so the real estate is limited. We are agreeable to working to find a location suitable to METRO.

Best,

Rick Licht

Frederic (Rick) Licht, PE, LSE
Licht Environmental Design, LLC
35 Fran Circle
Gray, Maine 04039
rlicht@securespeed.net
(v) 207.749.4924
(f) 207.428.4167

From: Pat Carroll [<mailto:pcarroll@carroll-assoc.com>]
Sent: Tuesday, July 28, 2015 4:02 PM
To: Jean Fraser
Cc: rick licht; Kevin Bunker; mteare@highlandgreenlifestyle.com; Andrew Johnston; Diane Morabito
Subject: FW: Motherhouse updated Drawings

Hi Jean,

Attached are the updated Site Plans and support drawings for the Motherhouse Project. We will be providing a full submittal package of the site and architectural drawings after our Neighborhood meeting tomorrow night.

Please be sure to contact us if you have any questions or need additional information.

Regards,
Pat

Patrick J. Carroll, Principal
Maine Licensed Landscape Architect

Carroll Associates

217 Commercial Street, Suite 200
Portland, ME 04101
207.772.1552 (v)
207.329.8976 (c)

From: Erin Kay [<mailto:erin@carroll-assoc.com>]
Sent: Tuesday, July 28, 2015 3:56 PM
To: 'Patrick Carroll'
Subject: Motherhouse updated Drawings

Pat see attached for all Landscape drawings. Also, I've included the turning movement exhibit.

Best,

Erin Kay
Maine licensed
landscape architect



CARROLL ASSOCIATES
LANDSCAPE ARCHITECTS

217 Commercial Street
Suite 200 Portland, Maine
T. 207.772.1552 X3

EXHIBIT 4

STORMWATER MANAGEMENT

- Provided response memo from FST dated July 28, 2015 to address Dave Senus comments. (Copy attached.)
- Added minor information on clean outs to Stormwater Plan C 6.0 (refer to plans.)

July 24, 2015

Ms. Jean Fraser
City of Portland Planning Authority
389 Congress Street
Portland, Maine 04101

**Subject: Motherhouse Senior Housing
Final Level III Site Plan Application
Site Comments from Dave Senus, P.E. Dated July 9, 2015**

Dear Ms. Fraser:

We have received and reviewed Dave Senus, P.E. review comments and offer our responses to these comments. For ease of reference we have repeated each comment in italics with our response following.

Comment:

1) Site lighting is proposed, but a photometric plan has not been received at this time. The Applicant should provide a photometric plan in accordance with Section 12 of the City of Portland Technical Manual.

Response:

A final lighting and photometric plan is being prepared by Lawrence Bartlett, PE for inclusion in the revised plan sets to be submitted on July 30th.

Comment:

2) According to the project data sheet in the Project Application Form, the proposed development will disturb more than one acre; the Applicant is therefore required to file a Notice of Intent to Comply with the Maine Construction General Permit and a copy of the notice should be forwarded to the City. The project data sheet also indicates that the project will result in a net increase in impervious area of 299 square feet; however, the Stormwater Management Report indicates that the net increase in pavement area will be 2,000 square feet, and the water quality calculations indicate an increase in impervious area of 14,570 square feet. The Applicant should clarify what the net change in impervious area on the Site will be as a result of the proposed development.

Response

The net increase in impervious area at the site as a result of this project will be 299 square feet. The text of the Stormwater Report should read less than 2,000 square feet (this number was based on an early estimate of the new paved area that was conducted prior to the final calculations).

The additional impervious area referenced in the water quality calculations accounts for the existing roof area of the Motherhouse building that currently drains directly to the combined sewer system. This will be removed from the sewer and directed to the stormwater system (specifically the filtering drip strips).

The area is therefore *existing* impervious that is unaccounted for in the pre-development stormwater calculations, but will contribute to the new stormwater management system for the site.

Comment:

3) 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 Standards: A Plan, notes, and details have been provided 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, Sheet C6.0 should specify locations for catch basin inlet protection devices.*
- b) General Standards: The Applicant proposes to provide water quality treatment for over an acre of impervious area through use of drip filter strips, infiltration trenches, and underdrained soil filter systems. Although the exact amount of proposed impervious area is unclear at this time (see comment 3), the Applicant's proposal will provide water quality treatment for an impervious area in far excess of the proposed increase in impervious area; as such, the project meets the City's requirements for conformance with the General Standards.*
- c) Flooding Standard: The Applicant's stormwater analysis compares pre-development (existing) stormwater runoff from the site with post-development (future) stormwater runoff. The results of their analysis indicate that the storage and infiltration measures associated with the proposed stormwater Best Management Practices will effectively reduce the volume and rate of stormwater runoff from the site. As such, the project is in conformance with the Flooding Standard. Based on review of the Applicant's proposal, the project should serve to benefit drainage conditions on the site, reduce inflow into the City's combined sewer system, and reduce the rate and volume of surface stormwater runoff into Baxter Woods.*

Response

No response necessary.

Comment:

4) The proposed stormwater management system will rely on an existing 12" Corrugated Plastic Pipe installed below the ball fields to convey excess drainage away from the development area. The Applicant should TV inspect the condition of this pipe and inspect the pipe outfall area prior to construction to ensure that the pipe and outfall are in good condition. Verification of pipe and outfall condition can be made a condition of approval, to occur prior to receiving a building permit.

Response

The outlet for the referenced existing 12" Corrugated Plastic Pipe has been inspected and appears to be stable and in good condition. The entire length of the pipe from the upstream catch basin to the outlet will be inspected with CCTV prior to construction to verify the pipe condition and suitability for reuse.

Ms. Jean Fraser
July 24, 2015
Page 3

Comment:

5) Sheet C-6.0 – Some of the cleanouts in plan-view are not numbered, and therefore cannot be checked against the drain schedule.

Response

Labels have been added to the plan view and a revised sheet C-6.0 is enclosed for review.

Comment:

6) The Applicant has provided letters from utilities confirming capacity to serve the proposed development; however, as noted in the letters, approval of the final design plans by the utilities is still required. The Applicant should provide the City with documentation demonstrating final approval by the utilities upon receipt.

Response

The design team is working with the various utility companies for approval of final on-site design. Typically the final design of all utilities is provided commensurate with final construction documents after approvals are granted. We would request that this be made a condition of Site Plan Level III approval for the Motherhouse.

If you have any questions with regards to the above information provided, please contact our office.

E

Lighting

EXHIBIT 5

LIGHTING

The original June 24th submittal included the following description (in italics) and Lighting Cuts as Exhibit 15 or that application.

Proposed Development:

F. Site Lighting: The project will provide site lighting fixtures along the new entrance drive from Walton Street and within the proposed parking and pedestrian areas around the Motherhouse. Refer to Exhibit 26 for lighting cut sheets and the Site Plan and Landscape and Lighting Plan for light fixture locations. The design intent is to provide subtle safety lighting and to not over-illuminate the site. Building lighting will be limited to external doorways and will be reviewed for historic compatibility through the HTC review process. Refer to the Landscape and Lighting plan for light fixture locations.

Updates to the project include the following changes:

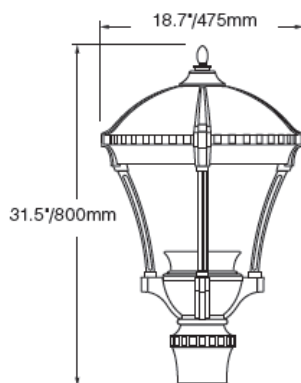
- A. With input from the project architect and historical consultant, provided new updated site lighting fixtures from Bartlett Design, Electrical Engineers. New lighting cuts are attached.
- B. Added new lighting and photometric plan, Sheet E.0.0 (refer to plan set.)

Providence® MicroCore™ – Medium Housing PROV

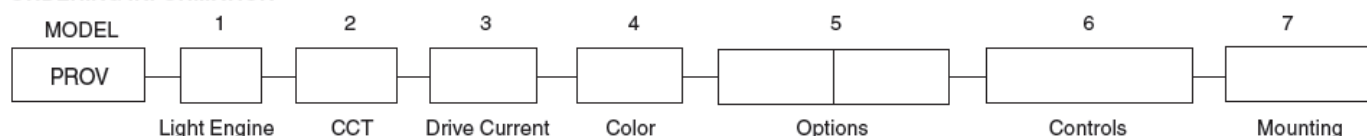
TYPE

FEATURES

- DLC Qualified
- Reliable, uniform, glare free illumination
- Types II, III, IV, V and custom distributions
- 3000K, 4000K, 5000K CCT
- 0-10V dimming ready
- Integral surge suppression
- LifeShield™ thermal protection
- 13 standard powder coat finishes

**SPECIFICATIONS**

- Diameter: 18.7" / 475 mm
- Height: 31.5" / 800 mm
- Weight: 29 lbs
- EPA: 0.96
- IP Rating: 65

**ORDERING INFORMATION****1. LIGHT ENGINE***MicroCore Precision aimed optics*

- ☐ T2-32LED
- ☐ T3-32LED
- ☐ T4-32LED
- ☐ T5-32LED
- ☐ TL-32LED
- ☐ TR-32LED

2. COLOR TEMPERATURE

- ☐ 3K
- ☐ 4K
- ☐ 5K

3. DRIVE CURRENT

- ☐ 700
- ☐ 450

4. COLOR

- ☐ AWT
- ☐ BLK
- ☐ MTB
- ☐ DGN
- ☐ DBZ
- ☐ WRZ
- ☐ BRM
- ☐ VBL
- ☐ CRT
- ☐ MAL
- ☐ MDG
- ☐ ATG
- ☐ LGY
- ☐ RAL/PREMIUM COLOR
- ☐ CUSTOM COLOR

5. OPTIONS

- ☐ SPK (*Decorative spike*)
- ☐ BPS (*Struts painted brass*)
- ☐ LDL (*Lightly diffused lens*)
- ☐ CLR (*Clear flat lens*)
- ☐ HSS (*House side shield*)
- ☐ PFN (*Finial painted brass*)
- ☐ EPA-C (*Egress-Contemporary*)
- ☐ EPA-T (*Egress-Traditional*)
- ☐ PT23 (*Slips Over A 2 3/8" OD Tenon*)
- ☐ PT3 (*Slips Over A 3" OD Tenon*)

6. CONTROL

- ☐ PCA-C (*Rotatable photocell-Contemporary*)
- ☐ PCA-T (*Rotatable photocell-Traditional*)

SCP (Sensor Control Programmable) pole accessory is available to provide occupancy detection for outdoor applications meeting California Title 24. For complete spec sheet and ordering information, visit www.aal.net/products/sensor_control_programmable/

7. MOUNTING

Standard configuration slips over a 4" DIA open top pole or may choose one.

Wall Mount Arm

- ☐ WMA7
- ☐ WMA55
- ☐ WMA56
- ☐ WMA57
- ☐ WMA9U
- ☐ WMA22U

Pole Mount Arm

- ☐ TRA5U-4
- ☐ TRA6U-4
- ☐ TRA55
- ☐ TRA55-5
- ☐ TRA56
- ☐ TRA57-4
- ☐ TRA57-5
- ☐ SLA1
- ☐ SLA1-2
- ☐ SLA8U-4
- ☐ SLA8U-5
- ☐ SLA22U-4
- ☐ SLA22U-5

Pier Mount

- ☐ PM1
- ☐ PM2
- ☐ PM3

Option

- ☐ AD5

TYPE S1 # PROV-T2-32LED-4K-450-BLK-PCA-T**TYPE S2 # PROV-T3-32LED-4K-450-BLK-PCA-T****TYPE S3 # PROV-T4-HSS-32LED-4K-450-BLK-PCA-T****TYPE S4 # PROV-T4-32LED-4K-450-BLK-PCA-T**

ARCHITECTURAL AREA LIGHTING

16555 East Gale Ave. | City of Industry | CA 91745

P 626.968.5666 | F 626.369.2695 | www.aal.net

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Motherhouse Senior Housing 605 Stevens Avenue Portland, Maine
TYPE S1, S2, S3, AND TYPE S4 LIGHTING POLES

LUMINAIRE PERFORMANCE

Optical System	Secondary Lens or Shield	Distribution	Light Engine	Ordering Code															Drive Current	System Watts
				3K					4K					5K						
				Delivered Lumens	Efficacy (Lm/W)	BUG Rating			Delivered Lumens	Efficacy (Lm/W)	BUG Rating			Delivered Lumens	Efficacy (Lm/W)	BUG Rating				
						B	U	G			B	U	G			B	U	G		
MicroCore	No Lens (Standard)	TYPE 2	T2-32LED	3796	51	1	0	2	5013	67	2	0	2	5449	73	2	0	3	700	75
		TYPE 3	T3-32LED	3925	52	1	0	2	5183	69	1	0	3	5633	75	1	0	3		
		TYPE 4	T4-32LED	3740	50	0	0	1	4953	66	1	0	2	5375	72	1	0	2		
		TYPE 5	T5-32LED	3814	51	3	0	2	5058	67	3	0	2	5497	73	3	0	2		
		45° Left	TL-32LED	3887	52	1	0	1	4649	62	1	0	2	5115	68	1	0	2		
		45° Right	TR-32LED	3887	52	1	0	1	4649	62	1	0	2	5115	68	1	0	2		
	HSS	TYPE 4	T4-32LED	2726	36	0	0	2	3663	49	0	0	2	3911	52	0	0	2	450	48
	No Lens (Standard)	TYPE 2	T2-32LED	2429	51	1	0	2	3208	67	1	0	2	3497	73	1	0	2		
		TYPE 3	T3-32LED	2512	52	1	0	2	3317	69	1	0	2	3605	75	1	0	2		
		TYPE 4	T4-32LED	2394	50	0	0	1	3170	66	0	0	1	3440	72	0	0	1		
		TYPE 5	T5-32LED	2441	51	2	0	1	3237	67	2	0	2	3518	73	2	0	2		
		45° Left	TL-32LED	2488	52	0	0	1	2976	62	1	0	1	3273	68	1	0	1		
		45° Right	TR-32LED	2488	52	0	0	1	2976	62	1	0	1	3273	68	1	0	1		
	HSS	TYPE 4	T4-32LED	1745	36	0	0	1	2344	49	0	0	1	2503	52	0	0	2		

HOUSING

- Luminaire shall have discrete optical and gear compartments that do not share any physical housings.
- All housing components shall be die-cast aluminum, sealed with continuous silicone rubber gaskets.
- Standard configurations do not require a flat lens, optional lenses shall be tempered glass.
- All internal and external hardware shall be stainless steel.
- Optical bezel finish shall match the luminaire housing.

CONTROLS

- SCP shall have an integral surge protection device with a current rating of 10,000 Amps using the industry standard 8/20uSec wave and surge rating of 372J
- Sensor not intended for use with additional photo-control, wireless control or dimming systems.

FINISH

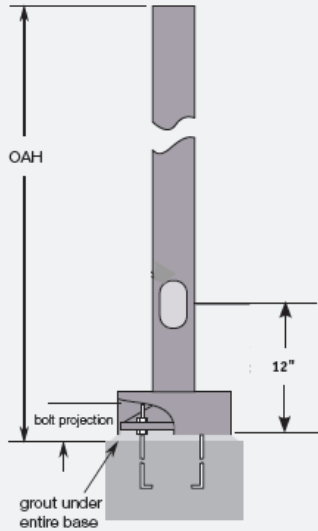
- Luminaire finish shall consist of a five stage pretreatment regimen with a polymer primer sealer, oven dry off, and top coated with a thermoset super TGIC polyester powder coat finish.
- Luminaire finish shall meet the AAMA 605.2 performance specification which includes passing a 3000 hour salt spray test for corrosion resistance.

OPTICAL

- Patent pending MicroCore™ LED modules shall independently aim each light emitting diode (LED) in both horizontal rotation and vertical tilt angle.
- LEDs shall be mounted to a metal printed circuit board assembly (PCBA) with a uniform conformal coating over the panel surface and electrical features.
- LED optics shall be clear injection molded PMMA acrylic.
- MicroCore™ PCBA and optic shall be sealed to a die-cast anodized aluminum heat sink with an injection molded silicone rubber gasket. IP66.
- Type 4 distribution with optional House Side Shield not available with clear or diffused glass lenses. Factory installed House Side Shield is optimized for Type 4 distribution and not recommended for use with Type 2 or 3 distribution and not available with type 5 distribution.

ELECTRICAL

- Luminaires shall have integral surge protection that shall be U.L. recognized and have a surge current rating of 10,000 Amps using the industry standard 8/20uSec wave and surge rating of 372J.
- Drivers shall be U.L. recognized with an inrush current maximum of <20.0 Amps maximum at 230VAC.
- Drivers shall not be compatible with current sourcing dimmers, consult factory for current list of known compatible dimming systems, approved dimmers include Lutron Diva AVTV, Lutron Nova NFTV and NTFTV.
- LifeShield™ shall be provided with all configurations for added protection in the event of abnormally excessive high ambient temperature conditions.

TYPE S1, S2, S3 AND TYPE S4 LIGHTING POLES**FEATURES**

AAL poles are designed for maximum strength to resist wind loads and perform with a wide variety of fixtures, arms and accessories. Whether the pole is ten feet or twenty five feet tall, the same robust design and structural integrity is built into every pole. At AAL, we design and manufacture aluminum poles for the best balance of strength, corrosion resistance, and longevity.

ROUND ALUMINUM POLES

CATALOG NUMBER	PR3	PR4	PR5
POLE HEIGHT(S)	8' to 10'	8' to 20'	10' to 25'
BASE DIAMETER	9"	9"	12.5"
POLE DIAMETER	3"	4"	5"

Fixture must be grounded in accordance with local codes or the National Electric Code. Failure to do so may result in serious personal injury. Poles should never be erected without the luminaire installed.

SQUARE ALUMINUM POLES

CATALOG NUMBER	PS3	PS4	PS5
POLE HEIGHT(S)	8' to 10'	8' to 20'	10' to 20'
BASE DIAMETER	7" square	9" square	14" square
POLE DIAMETER	3"	4"	5"

Warranty is voided if the pole is erected without the luminaire. Adequate drainage must be provided in concrete foundation or in the grout.

Please visit www.aal.net for complete pole specifications

DECORATIVE BASE COVERS**BC1**

12.75" x 8.25" - One-piece
For a 4" or 5" pole

**BC5**

14" x 24" - Two-piece
For a 4" or 5" pole

**BC6**

17" x 13" - Two-piece
For a 4" or 5" pole

**BC7**

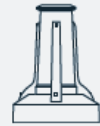
18" x 30" - Two-piece
For a 4" or 5" pole

**BC8**

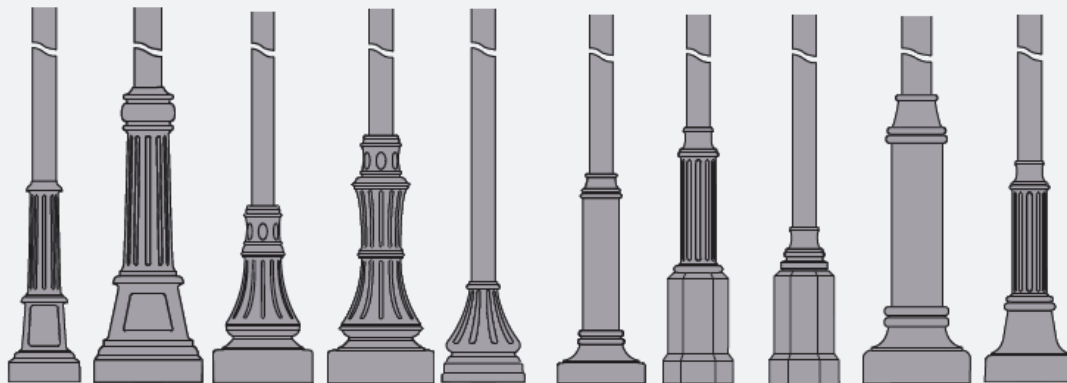
12" x 36" - Two-piece
For a 4" pole

**ACBCR**

14" x 18" - One-piece
For a 4" round pole

**ACBCS**

14" x 18" - One-piece
For a 4" square pole

DECORATIVE POLES**DB1****DB2****DB3****DB4****DB5****DB6****DB8****DB9****DB10****DB12**

1	34"	51"	30"	42"	17"	36"	44"	27"	48"	39"
2	12"	20"	18"	18"	14"	15"	12"	12"	18"	16"
3	8' to 16'	10' to 25'	8' to 25'	8' to 25'	8' to 16'	8' to 16'	8' to 16'	8' to 16'	10' to 25'	8' to 16'
4	4"	5"	4" or 5"	4" or 5"	4"	4"	4"	4"	5"	4"

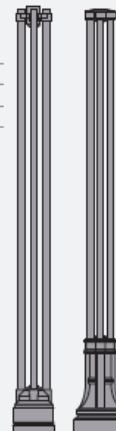
MULTI POST POLES

	2P	3P
1	—	—
2	12"	12"
3	8' to 20'	8' to 20'
4	(2) 3"	(3) 2"

12 FT TALL POLE WITH 6 IN RAISED CONC. FOUNDATION**REFERENCE**

1	BASE HEIGHT
2	BASE DIAMETER
3	POLE HEIGHT(S)
4	POLE DIAMETER

Visit www.aal.net for complete details on weight and load limits as well as windloading information. Decorative poles are available with smooth round or fluted shafts.



	C4P	T4P
1	—	—
2	12.5"	16"
3	8' to 20'	8' to 20'
4	(4) 2"	(4) 2"

TYPE S5 LIGHTING POLES**PROS – Providence Small Housing Scale**

TYPE |

- Warm white and bright white LEDs or HID
- Die cast aluminum construction for reliability, robust construction and corrosion resistance
- Tool-less access and removal of lamp and ballast
- Direct full cutoff optical system
- Indirect asymmetric and symmetric cut-off optical systems
- Slips over a 3"/75mm pole for mounting
- IP55 rating
- Powder coat finish in 13 standard colors with a polymer primer sealer



PROS

1. LUMINAIRE	2. LAMP/LED	3. COLOR	4. OPTIONS	5. MOUNTING

1. LUMINAIREHORIZONTAL LED☐ PROS-XDIRECT REFLECTIVE OPTICAL SYSTEM☐ PROS-DIRS (Symmetric)**2. LAMP/BALLAST**LED (Warm white (3000K), Neutral White (4200K), Bright white (5100K). 120 thru 277 volt)

16.4 watts, Type 1

- ☐ 18LED-WW (Warm white)
☐ 18LED-NW (Neutral white)
☐ 18LED-BW (Bright white)

33.6 watts, Type 3

- ☐ 27LED-WW (Warm white)
☐ 27LED-NW (Neutral white)
☐ 27LED-BW (Bright white)

32.7 watts, Type 5

- ☐ 36LED-WW (Warm white)
☐ 36LED-NW (Neutral white)
☐ 36LED-BW (Bright white)

ELECTRONIC METAL HALIDE

PGJ5 base, Mini Mastercolor lamp. 120 thru 277 volt ballast

- ☐ 20MMC ☐ 39MMC

G12 base, T-6 ceramic lamp

- ☐ 39MHT6EB ☐ 70MHT6EB

COMPACT FLUORESCENT (120 thru 277 volt ballast. Specify wattage. -18°C minimum starting temp)

- GX24q base, 26, 32 or 42 watt lamp
☐ CF

All ballasts are factory wired for 277 volts unless specified. Lamps not included, except LED option.

3. COLOR

- ☐ AWT (Arctic White) ☐ CRT (Corten)
☐ BLK (Black) ☐ MAL (Matte Aluminum)
☐ MTB (Matte Black) ☐ MDG (Medium Grey)
☐ DGN (Dark Green) ☐ ATG (Antique Green)
☐ DBZ (Dark Bronze) ☐ LGY (Light Grey)
☐ WRZ (Weathered Bronze) ☐ RAL/PREMIUM
☐ BRM (Metallic Bronze) COLOR (Provide RAL)
☐ VBL (Verde Blue) ☐ CUSTOM COLOR
 (Provide color chip for matching)

4. OPTIONS

- ☐ SPK (Decorative spike) ☐ PFN (Finial painted brass)
☐ BPS (Struts painted brass) ☐ HSS (House side shield, not available for Type 5. Factory installed. Not for LED)
☐ LDL (Lightly diffused lens. Frosted, flat tempered glass lens has a lightly diffused finish to minimize the lamp and reflector brightness.)
☐ AD4 (Adapter used only with standard AAL arms and post top mount fixtures to slip over a 4"/100mm O.D. pole)

SCP (Sensor Control Programmable) pole accessory is available to provide occupancy detection for outdoor applications meeting California Title 24. For complete spec sheet and ordering information, visit www.aal.net/products/sensor_control_programmable/

5. MOUNTING – Optional

One-piece cast aluminum arms accept the standard 3" slip fitter on the Providence fixture. The arms are prewired with quick disconnects. Wall mounted arms do not include wall mounting hardware. Pole mounted arms use 3/8-16 hardware bolts for attaching to the pole.

WALL MOUNT

- ☐ WMA59D (Mount down) ☐ WMA59U (Mount up)

POLE MOUNT (Side mounts to a 4" O.D. pole.)

- ☐ TRA59D (Mount down) ☐ TRA59U (Mount up)

Visit www.aal.net for Arms, Poles & Accessories Specification Guide

SPECIFICATIONS**REFLECTOR MODELS - REFLECTOR/LAMP**

The upper lamp housing shall be die cast aluminum. The internal reflector module is sealed from the outer housing with a one piece, memory retentive, molded silicone gasket. The tempered glass lens shall be sealed to the housing with a silicone gasket. One stainless steel latch shall release the door to allow access to the lamp.

The reflector module shall be composed of a spun, specular aluminum panel rigidly attached in a die cast aluminum housing. The horizontal lamp reflectors (DIRS) shall meet ANSI-IES standards for full cutoff reflector systems.

REFLECTOR MODELS - BALLAST

The lower ballast housing shall be cast aluminum. The tool-less ballast access for servicing is accomplished by a quarter turn motion of the top cover. The ballast shall be mounted on a prewired tray with a quick disconnect plug attached to the underside of the cover. HID ballasts are high power factor, rated for -30°C starting. Electronic ballasts for metal halide lamps are sound rated A. Sockets are medium base, G12 for use with T6 lamps. All sockets are pulse rated porcelain. Ballasts are wired at the factory for 277 volts, unless specified. Compact fluorescent transformers shall accept 120 thru 277 volt input and rated for -18°C starting. The LED driver accepts 120 thru 277 volt input.

TYPE S5 # PROS-X-T2-27LED-NW-BLK-TRA59D

TYPE S5 LIGHTING POLES**PROS – Providence Small Housing Scale**

TYPE

INSTALLATION & MOUNTING

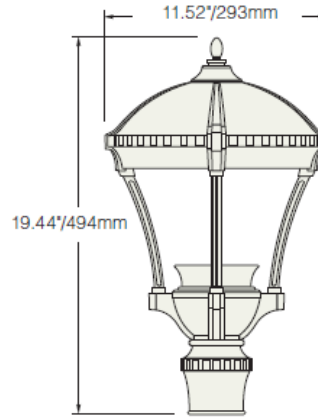
The PROS shall be factory supplied as a complete, prewired assembly. The fixture shall slip over a 3"/75mm open top pole or 4"/100mm pole mounted arm and secured and leveled with 3 stainless steel set screws.

CONTROLS

- SCP shall have an integral surge protection device with a current rating of 10,000 Amps using the industry standard 8/20uSec wave and sure rating of 372J
- Sensor not intended for use with additional photo-control, wireless control or dimming systems.

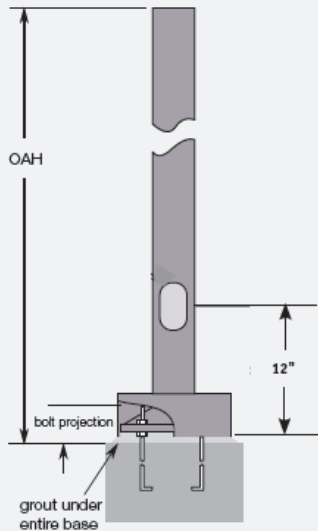
FINISH

Fixture finish consists of a five stage pretreatment regimen with a polymer primer sealer, oven dry off and top coated with a thermoset super TGIC polyester powder coat finish. The finish shall meet the AAMA 605.2 performance specification which includes passing a 3000 hour salt spray test for corrosion resistance.

DIMENSIONS

Weight: 9 LBS

EPA: 0.46

TYPE S5 LIGHTING POLES**FEATURES**

AAL poles are designed for maximum strength to resist wind loads and perform with a wide variety of fixtures, arms and accessories. Whether the pole is ten feet or twenty five feet tall, the same robust design and structural integrity is built into every pole. At AAL, we design and manufacture aluminum poles for the best balance of strength, corrosion resistance, and longevity.

ROUND ALUMINUM POLES

CATALOG NUMBER	PR3	PR4	PR5
POLE HEIGHT(S)	8' to 10'	8' to 20'	10' to 25'
BASE DIAMETER	9"	9"	12.5"
POLE DIAMETER	3"	4"	5"

Fixture must be grounded in accordance with local codes or the National Electric Code. Failure to do so may result in serious personal injury. Poles should never be erected without the luminaire installed.

SQUARE ALUMINUM POLES

CATALOG NUMBER	PS3	PS4	PS5
POLE HEIGHT(S)	8' to 10'	8' to 20'	10' to 20'
BASE DIAMETER	7" square	9" square	14" square
POLE DIAMETER	3"	4"	5"

Warranty is voided if the pole is erected without the luminaire. Adequate drainage must be provided in concrete foundation or in the grout.

Please visit www.aal.net for complete pole specifications

DECORATIVE BASE COVERS**BC1**

12.75" x 8.25" - One-piece
For a 4" or 5" pole

**BC5**

14" x 24" - Two-piece
For a 4" or 5" pole

**BC6**

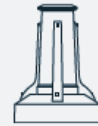
17" x 13" - Two-piece
For a 4" or 5" pole

**BC7**

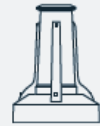
18" x 30" - Two-piece
For a 4" or 5" pole

**BC8**

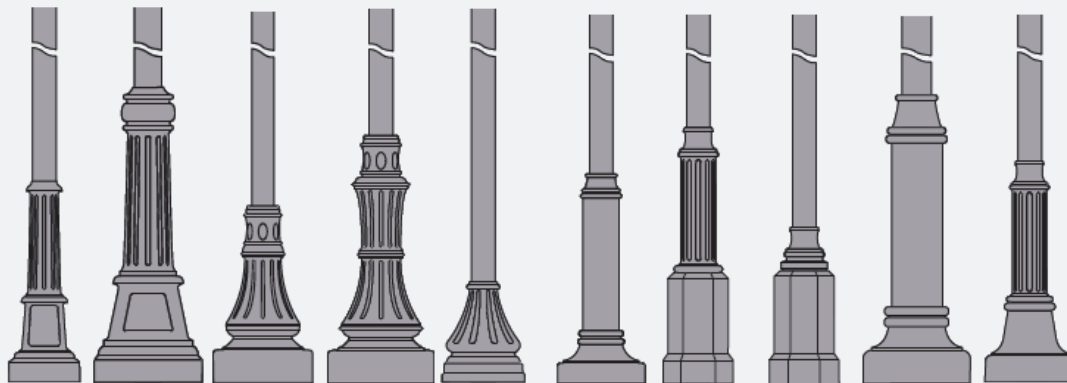
12" x 36" - Two-piece
For a 4" pole

**ACBCR**

14" x 18" - One-piece
For a 4" round pole

**ACBCS**

14" x 18" - One-piece
For a 4" square pole

DECORATIVE POLES**DB1****DB2****DB3****DB4****DB5****DB6****DB8****DB9****DB10****DB12**

1	34"	51"	30"	42"	17"	36"	44"	27"	48"	39"
2	12"	20"	18"	18"	14"	15"	12"	12"	18"	16"
3	8' to 16'	10' to 25'	8' to 25'	8' to 25'	8' to 16'	8' to 16'	8' to 16'	8' to 16'	10' to 25'	8' to 16'
4	4"	5"	4" or 5"	4" or 5"	4"	4"	4"	4"	5"	4"

MULTI POST POLES

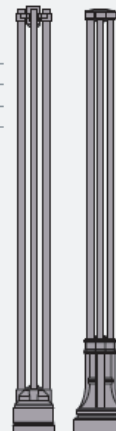
	2P	3P
1	—	—
2	12"	12"
3	8' to 20'	8' to 20'
4	(2) 3"	(3) 2"

REFERENCE

1	BASE HEIGHT
2	BASE DIAMETER
3	POLE HEIGHT(S)
4	POLE DIAMETER

8.5 FT TALL POLE WITH 6 IN RAISED CONC. FOUNDATION

Visit www.aal.net for complete details on weight and load limits as well as windloading information. Decorative poles are available with smooth round or fluted shafts.



	C4P	T4P
1	—	—
2	12.5"	16"
3	8' to 20'	8' to 20'
4	(4) 2"	(4) 2"

TYPE S6 LIGHTING FIXTURE

Architectural Egress

AEL

Full Cut-off
Vandal Resistant LED

Project Information

Fixture Type

Date

Job Name

Approved By

Catalog No.

AEL - - - -

WALL MOUNT
LAMPS: LED

SPECIFICATIONS

Description	The Architectural Egress Luminaire combines a unique, patented design shaped with high performance, full cut-off optics to achieve completely unobtrusive illumination of a space or path of egress. When mounted over a doorway, the fixture is perceived as an element of the building structure and, additionally, provides water protection in the form of a drip cap over the doorway. Multiple lengths are available to match a given door opening and our unique quick mount system facilitates installation and maintenance.
Housing	Marine grade heat treated extruded aluminum. Chemically primed and finished with robotically applied polyester powder coat.
Wall Mount	Marine grade heat treated extruded aluminum. Chemically primed and finished with robotically applied polyester powder coat. Designed to provide quick mounting to housing and secured with (2) captive stainless steel TORX® head screws.
Lens Frame	Marine grade heat treated extruded aluminum, clear anodized. Secured to fixture via integral concealed hinge and (3) captive stainless steel TORX® head screws.
Lens	UV stabilized diffused extruded polycarbonate.
End Caps	Die-cast marine grade aluminum continuously welded to housing. All welds ground smooth.
Reflector	Electrostatically brightened anodized aluminum PVD coated and absolutely color-free of iridescence. Shaped to provide full cutoff, LED point dispersion and maximum efficiency.
Drivers	Constant current drivers at 350mA. High output version utilizes 700mA.
LED	Samsung LM561B Series @ 3000K, 3500K, 4000K and 82 CRI wired in parallel-series. L ₇₀ projected life of 130,000 hours at 50°C. Tested in accordance with LM-80. Ten year warranty on LED boards against operational defects.
Gaskets	Closed cell self-adhesive neoprene to provide watertight seal between fixture and wall and between fixture and lens frame.
UL Listing	U.L., C.UL., Wet standard.
Lifetime Warranty	Luminaire LED Incorporated will repair or replace any fixture damaged due to vandalism for the lifetime of the installation

DIMENSIONAL DATA

	A	B	C
➡ AEL12	20.79	5.40	3.60
AEL24	32.04	5.40	3.60
AEL36	43.29	5.40	3.60
AEL48	54.75	5.40	3.60
AEL72	78.75	5.40	3.60



TYPE S6 LIGHTING FIXTURE

Architectural Egress

AEL

Full Cut-off
Vandal Resistant LED

Fixture Type

ORDERING INFORMATION

SERIES	LENGTH	LED	VOLTS	CCT	LENS	COLORS	OPTIONS	TX/SD (REQUIRED)
AEL								

LENGTH	LED	VOLTS	CCT	LENS	COLORS	OPTIONS
12"	12"	120-277	3000K	DP	BKH -	A/B
24"	10W	347	3500K	Diffused	Black	PC
36"	24"		4000K	Polycarbonate	Hammertone	2B
48"	10W				BZH -	SD2
72"	20W HO				Bronze	SD3
	36"				Hammertone	GLR
	15W				SVH -	EMB310
	30W HO				Silver	EMB20R
	48"				Hammertone	EMB125R
	20W				WOP -	EMB250R
	35W HO				White Orange	OCC
	72"				Peel	ST/SC
	30W				CUST -	
	55W HO				Custom color, Consult factory	

OPTIONS

A/B	Aluminum surface back box. Finished with polyester powder coat to match the fixture.
PC	Photoelectric switch.
2B	(2) LED drivers for independent LED board operation. N/A with AEL12". N/A with the OCC option.
SD2	Tri-level Step-dimming: 25-50-100 light output. Not available in 12". Not available with EMB310.
SD3	Tri-level Step-dimming: 33-66-100 light output. Not available in 12". Not available with EMB310.
GLR	Fuse and fuse holder.
EMB310	1000 lumen self-contained, 90 minute emergency battery pack. Available for 36", 48" and 72" lengths only. 0°C (32°F) to 55°C (131°F). Not available in 347V.
EMB20R	Remote mounted micro inverter that will operate a 25W maximum load for 90 minutes. 0°C (32°F) to 45°C (113°F).
EMB125R	Stand-alone inverter that will operate a 125W maximum load for 90 minutes. 20°C (68°F) to 30°C (86°F). Not available in 347V.
EMB250R	Stand-alone inverter that will operate a 250W maximum load for 90 minutes. 20°C (68°F) to 30°C (86°F). Not available in 347V.
OCC	Occupancy sensor. Maximum coverage of 10' radius from 8' height.
ST/SC	Slotted screws instead of TORX® head.
TX/SD	TORX® head bit.

TYPE S6 # AEL-12"-10W-120V-4000K-DP-BKH-EMB125R

TYPE S7 LIGHTING FIXTURE**Apex 13**

APX13 Series

Vandal Resistant LED

Project Information

**CEILING/WALL MOUNT
LAMPS: LED**

Fixture Type

Date

Job Name

Approved By

Catalog No.

APX13 - - - - -

SPECIFICATIONS

ADA Compliant

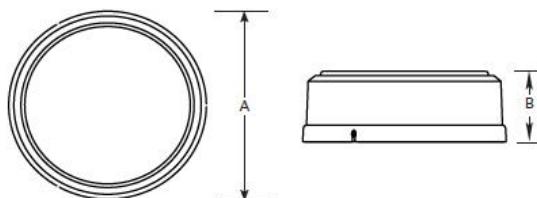
**lighting
facts**
LED Product Partner



Description	The Apex 13 LED fixtures build on the highly successful Anyx line. The cut-off, LED version features an upgraded, die cast, marine grade aluminum external trim, as well as an innovative twist-lock system. The Apex 13 series has been installed successfully in large scale projects such as dorm rooms, unsecured hallways, transportation stations and public schools. Natatorium finish is standard for all versions of this fixture.
Trim	One piece die cast aluminum mechanically interlocked to base plate and sealed against moisture and contaminants with two high temperature silicone O-rings. Chemically primed and finished with electrostatically applied polyester powder coat. Locked in place with one concealed tamper resistant set screw.
Lens	One piece injection molded opal prismatic polycarbonate with minimum 0.130" wall thickness. Secured to base plate by trim and sealed with two high temperature silicone O-rings.
Reflector	One piece injection molded UV stabilized polycarbonate.
Base Plate	Pressure die cast marine grade aluminum. Chemically primed and finished with electrostatically applied polyester powder coat.
Mounting Plate	Pressure die cast marine grade aluminum. Chemically primed and finished with electrostatically applied polyester powder coat.
Driver	Constant current driver at 350mA, 100-277V only.
LED	Samsung 561B series @ 3000K, 3500K or 4000K and 82 CRI. L ₇₀ projected life of over 130,000 hours at 50°C. Tested in accordance with LM-80. Ten year warranty on LED boards against operational defects.
Gaskets	Closed cell die cut neoprene gasket provided between fixture mounting plate and mounting surface. High temperature silicone O-ring between the trim and lens; between the lens and base plate; and between the mounting plate and base plate.
UL Listing	U.L., C.U.L., Wet standard, 1598a Marine Listed.
Lifetime Warranty	Luminaire LED Incorporated will repair or replace any fixture damaged due to vandalism for the lifetime of the installation.

DIMENSIONAL DATA

	A	B
APX 13	13.13	3.14



TYPE S7 LIGHTING FIXTURE**Apex 13**

APX13 Series

Vandal Resistant LED

Fixture Type

ORDERING INFORMATION

SERIES	LED	CCT	VOLTS	LENS	COLORS	OPTIONS	TX/SD (REQUIRED)
APX13							

LED	CCT	VOLTS	LENS	COLORS	OPTIONS
25W	3000K 3500K 4000K	120-277	FL Flat Opal Standard	BLK - Black WHT - White BRZ - Bronze GRY - Gray CUST - Custom Color Consult Factory PREM - Premium Color (See Below)	DIM EMB23 EMB310 EMB125R EMB250R EMB375R SHCAB PC GLR

OPTIONS

DIM	0-10V dimming driver.
EMB 23	450 lumen self contained 90 minute emergency battery pack. SHCAB option required and included. 0°C (32°F) to 50°C (122°F).
EMB310	550 lumen self contained, 90 minute emergency battery pack. 0°C (32°F) to 55°C (131°F). Not available in 347V. SHCAB option required and included.
EMB 125R	Stand-alone inverter that will operate a 125W maximum load for 90 minutes. 20°C (68°F) to 30°C (86°F).
EMB 250R	Stand-alone inverter that will operate a 250W maximum load for 90 minutes. 20°C (68°F) to 30°C (86°F).
EMB 375R	Stand-alone inverter that will operate a 375W maximum load for 90 minutes. 20°C (68°F) to 30°C (86°F).
SHCAB	Low profile pressure die cast marine grade aluminum back box. Provided with (3) 1/2 " i.p.t. holes for conduit entry with threaded plugs. Chemically primed and finished with electrostatically applied polyester powder coat.
PC	Photoelectric switch. (requires SHCAB option).
GLR	Fuse and fuse holder.

TYPE S7 # APX13-25W-120V-4000K-FL-BLK-EMB125R

EXHIBIT 6

FIRE AND LIFE SAFETY CODE REVIEW

The following is provided as additional information relative to the Site Plan Application Site Review Fire Department Checklist:

PORTLAND FIRE DEPARTMENT SITE REVIEW FIRE DEPARTMENT CHECKLIST

<u>NFPA 101 – 2009</u>	<u>REFERENCE</u>
OCCUPANCY – RESIDENTIAL	NFPA 6.1.8
CONSTRUCTION TYPE V(111)	NFPA TABLE A8.2.1.2
SPRINKLED WITH NFPA 13R	
STANDPIPES REQUIRED	
COMMON PATH OF TRAVEL < 50 FT.	30.2.5.3.2
DEAD END CORRIDOR < 50 FT.	30.2.5.4.2
TRAVEL DISTANCE FROM UNIT TO EXIT < 200 FT.	30.2.6.3.2
TRAVEL DISTANCE WITHIN UNIT < 125 FT.	30.2.6.2
SPRINKLED BLDG. EXIT ENCLOSURE 2 HOUR	30.2.2.1.2
AREA OF REFUGE NOT REQUIRED	30.2.2.12.1
CORRIDOR WALLS: 1/2 HOUR (SPRINKLED)	30.3.6.1.2
CORRIDOR DOORS: 20 MIN. RATED (.33 HOURS)	30.3.6.2.1
CORRIDOR DOORS: SELF CLOSING AND SELF LATCHING	30.3.6.2.3
DWELLING UNIT DEMISING WALLS: 1/2 HOUR (1 HOUR REQ. FOR IBC)	30.3.7.2

PROPOSED USE OF STRUCTURE

IBC: RESIDENTIAL, R-2

NFPA 101: NEW APARTMENT BUILDING

APPLICANT: MOTHERHOUSE LP, 100 COMMERCIAL STREET, SUITE 414, PORTLAND, ME, 04101

ARCHITECT: DAVID LLOYD, ARCHETYPE, 48 UNION WHARF, PORTLAND ME, 207-772-6022

SQUARE FOOTAGE OF STRUCTURE:

GROUND FLOOR = 24,065

FIRST FLOOR = 24,212

SECOND FLOOR = 24,153

THIRD FLOOR = 16,538

FOURTH FLOOR = 13,273

TOTAL SQUARE FOOTAGE = 102, 241

HEIGHT: 58' FROM GRADE TO TOP OF ROOF

ELEVATION OF STRUCTURE: (BASE OUTSIDE GRADE 121-125 FT+/- ABOVE SEA LEVEL

HYDRANT LOCATIONS: 150 FEET AWAY IN STEVENS AVENUE AND 430 FEET AWAY IN WALTON STREET

WATER MAIN: 12 AND 8 INCH LOCATED IN STEVENS AVENUE.

ACCESS TO STRUCTURE: ON ALL 4 SIDES. (VERIFY PAVED ROADS MEET FIRE TRUCK WIDTH REQUIREMENTS- HAS BEEN REVIEWED BY FIRE CHIEF)

EXHIBIT 7

NEIGHBORHOOD MEETING

A neighborhood meeting was advertised and held on July 29th, 2015 at the Deering Center Community Church. Attached is a copy of the attendance list and the notice. (Meeting notes are being prepared and will be submitted to staff.)



Dear Neighbor,

Please join us for a neighborhood meeting to discuss our site plan and subdivision application for the redevelopment of the Motherhouse on the Sisters of Mercy / McAuley Campus located at 605 Stevens Avenue. We will also be discussing the four lot subdivision that will be delineated in order to create the requisite land parcels needed.

The details of the meeting are as follows:

Meeting Location: Deering Center Community Church
Meeting Date: Wednesday, July 29th, 2015
Meeting Time: 6:00 pm

This will be the first in a series of meetings over the coming months focusing on the project. This meeting will be specific to the planning board application on the redevelopment of the Motherhouse into a mix of affordable and market rate senior rental apartments. Future meetings will include not only the Motherhouse but the master planning process for the entire campus.

This is meant to be an informal, collaborative conversation regarding the plans and application that is before the City of Portland. After a brief presentation on our concept plans, we would like to hear your thoughts, concerns, comments and ideas.

In addition, if you would like to meet with our team individually or have other questions / comments; feel free to contact me via phone or email at 837-2418 or mteare@highlandgreenmaine.com.

Thank you for your time and consideration.

Matt Teare
Director of Development
Sea Coast Management Company

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.

NEIGHBORHOOD MEETING
MORRHASE SR. HUSING
C DEERING COMMUNITY CENTER

7.29.15
6pm

ATTENDEE
NAME

ADDRESS

DICK LUCHT
Jennifer Dimond
Kathryn Barr
Tom Barr
FRANK CARR
Susan Miriam Allen
Katherine Bilouken
Tom Gutnick
Elizabeth Tarasovich
Katherine Dion
Jeff Leve
Katie Mahoney
Mary Ellen Randall
Bobbi Cope
John Thibodeau
Patrick Carroll
Kevin Bunker
Matt Teame

LIGHT. ENVIRONMENTAL DESIGN, LLC
428 Saint John St
Catherine McAuley High School
McAuley Parent Frank@hardypond.com
McAuley supporter
707 Seven Ave resident
168 Clinton St, Portland, ME
14 Hillis St Portland, ME
12 Pershing St, Portland ME 04103
City Hall
494 Deering Ave Portland 04103
202 Concord St Portland
172 Concord St Portland
114 Clinton St. Portland
CARRON ASSOCIATES
Morrhase LP
Seacrest at Boxborough Assoc. LLC

EXHIBIT 8

REMOVAL OF SITE MASTERPLAN CONCEPT

The June 24th application, Exhibit 14 – Utility Serviceability Letters, included a copy of the Concept Masterplan for the campus as an attachment used for reference for utility agencies general understanding of the potential future campus. We wish to clarify that that document is not a part of the record of the Site Plan or Subdivision Formal Application, but was inserted as a reference document related to utility company correspondence.

MEETING • PHONE • FIELD VISIT NOTES

Project:	605 Stevens Avenue, Portland Motherhouse Senior Housing LIII Site Plan and Subdivision	Project No.:	14.067A
Attendees:	See Attached Attendance List	Date:	July 29, 6:00 pm
Subject:	LIII Site Plan and Subdivision Application Neighborhood Meeting	Location:	Deering Center Community Church

Meeting Purpose:

Official Neighborhood Meeting to review LIII Site Plan and Subdivision Application for the Motherhouse Senior Housing project and 4 lot Campus Subdivision.

Presentation:

Kevin Bunker, Motherhouse LLC
 Matt Teare, Seacoast at Baxter Woods Associates, LLC
 Pat Carroll, Carroll Associates
 Rick Licht, Licht Environmental Design, LLC

Project :

Includes 4 lot subdivision, 88 unit Motherhouse and LIII Motherhouse Lot 3 Site Plan.

- 88 Affordable Senior Units is both site plan and subdivision
- Campus – 4 lot subdivision review
- Master Development Plan process for Lot 4 development is expected to commence this fall and is not a part of the current application.

Public Comments:

1. Does site plan review include interior of building? No, will be reviewed with building permit application.
2. Access and Circulation – where is main access? How will accesses from Stevens Ave. work? St. Bridgit School had tried to control ingress and egress with parents/drop off and pick up and does not work effectively? Main access will be two way off Walton, secondary access is one way in and one way out right turn only on Stevens Ave. at existing gate locations in front of the Motherhouse. Management staff of the new community can also help ensure the access drives are used properly by residents and guests.
3. How will gated entrance/egress be used? South gate 12 ft wide+/- will be access in, north gate 10-11 ft with pedestrian gate will be egress, right turn only. Working with historical consultant on options for modifying the gates and the fencing to ensure safety and visibility for driving and pedestrians. Options include keeping the gates in open position or removing the gates and moving the pedestrian gate slightly north to align with new internal sidewalk and new crosswalk across Stevens avenue.
4. METRO stop – Applicant is interested in working with METRO to place a new bus stop and/or shelter in the best location available. Current bus stops are on both sides Stevens Ave. across from McAuley HS. Neighbors would like to see an attractive bus stop / shelter.
5. Will there be any changes to building exterior? Building's exterior will receive necessary maintenance and rehabilitation but will otherwise remain virtually unchanged. Details will emerge during the NPS process.

6. Explain the 2 unit condominium: Smith Wing and Motherhouse have been established as a two-unit condominium –Unit 1 is the Motherhouse, Unit 2 is Smith Wing. It is necessary to create the two condominiums because these are distinct portions of the Motherhouse that will have separate purposes, separate financing and possibly separate ownership. The school is currently utilizing the Smith wing and there are no immediate plans for its renovation and reuse.
7. Explain financing and who will own lots under Purchase and Sale Agreement? John Wasileski (Seacoast at Baxter Woods Associates, LLC) has a Purchase and Sale Agreement with the Sisters of Mercy on the campus with the exception of St. Catherine's. As a project emerges on each of the new subdivision lots and condominiums, Sea Coast at Baxter Woods will transfer that property to the specific entities that will oversee the development and own the properties in the long term. The main portion of the Motherhouse is being transferred to Motherhouse LLC – which will pursue a LIHTC senior project in the Motherhouse. Kevin Bunker and John Wasileski are partners in that entity.
8. Is the National Park Service (NPS) reviewing the Smith Wing? NPS will review the entire site design for general compatibility with historic fabric of Motherhouse. Any future renovation of the Smith House would likely be reviewed for historic integrity as well.
9. What are you doing with the Smith Wing? John Wasileski has committed to allowing McAuley HS to remain and continue to use the Smith Wing for the time being. McAuley is using it for Administrative offices and Art classes.. There are no current plans for re-purposing of the Smith Wing. Depends on many factors, fundraising, etc.
10. Can you demolish Smith Wing? After 5 years the NPS and Historic Tax Credits are vested and the NPS restrictions expire at that time. It might be technically possible to demolish the Smith wing but that is no-one's intention or desire.
11. What if Smith Wing deteriorates from non-use? Would it affect the Motherhouse Condominium? No, the Motherhouse will be designed as a stand-alone building such that common walls, fire-separation, etc. between the Smith Wing and the Motherhouse would meet specific fire and building codes. As long as the building is being used / occupied – that is the most important factor in preserving the building. Leaving Smith Wing unused and unheated is biggest risk for building deterioration.
12. Have any engineering evaluations been performed on the Smith Wing/Motherhouse? No detailed building analyses have been performed by our team but will occur in the future.
13. Where are you in the LIHTC Application process? The applicant has received a verbal notice to proceed from Maine State Housing Authority (MSHA). Expect to receive formal approvals shortly. Closing expected around February 2016 with construction to follow. Closing on the entire property may occur before LIHTC closing or roughly at the same time. It all depends.
14. Under P&S are you allowed to change easement and lot lines? Yes – P&S must provide flexibility to meet final design requirements which may include changes in lines to accommodate the evolution of the design.
15. Can you explain Subdivision Easements? Subdivision Plan for 4 lots includes 7-8 easements for cross use of vehicle and pedestrian access, utilities, drainage, etc. Rick Licht reviewed the type, purpose and general location of the various easements. Applicant has agreed to work with abutter (Katherine and Aaron Dion) at #12 Pershing Street to improve drainage issues.
16. What type of lighting is proposed? LED light fixtures and low level lighting are proposed along Walton Street access and into Motherhouse Lot parking and pedestrian areas. No new lighting is proposed for McAuley HS parking lot other than at the Walton Street access drive. Lighting will be downward focused and appropriate.

17. Electric Service? Plans are considering two options for new electric service with Central Maine Power Company. Option 1 is to remove entire overhead pole line to rear of Smith Wing and Motherhouse and create underground service from drop pole at Walton Street. Option 2 is to keep overhead line (with pole relocation in McAuley HS lot due to re-striping of that lot) to pole behind Smith House and provide drop service to transformer behind Motherhouse.

18. What is the fuel source? Natural Gas.

19. Will project provide practice or regulation field at McAuley HS? Fields are not part of current application. Nothing has changed from previous information provided regarding fields. Final field location and size will be part of Master Development Plan (MDP) process but do not know at this time final size or orientation of field as Lot 4 masterplan design has not commenced yet. A practice field will be provided and we hope to provide a regulation field.

20. Review of distances from Baxter Woods Fence to parking and access pavement on south side of Motherhouse? Plan was provided for review by attendees.

21. What is status of the 33-foot Baxter Woods easement? Easement was provided for construction of a road. Project has no plans to develop road and this is not a part of the Motherhouse Application as it is not on Lot 3.

22. Is the masterplan for the campus as represented in the May 20th Forecaster Article still valid? No, as article presented plan prior to zoning change, the new plan will be different

23. What is schedule for MDP Process? Expect to start design concepts and master planning this fall. Process will require minimum of 2 official Neighborhood Meetings and will include many Planning Board workshops on specific design topics over fall and winter 2015-2016. Encourage residents to keep involved in the process.

24. Will the MDP process require changes to the Motherhouse Site Plans once approved? Not really other than possibly minor coordination of utilities, walks, crosswalk connections etc. at the boundaries of the projects.

25. Will the MDP change traffic or access patterns to Walton? No, the applicant is comfortable internal access and Walton Street connection will support the future MDP build out.

26. Isn't approving the Motherhouse prior to a completed MDP the "cart before the horse" – not a cohesive process? No. Motherhouse is an existing building and can pretty much stand on its own as a site plan. The future MDP process will deal with future increased traffic generation and can integrate nicely with the Motherhouse lot. The burden is on the applicant to meet future Site Master Plan standards.

27. Will future MDP Masterplan allow public access across site from Walton Street to Baxter Woods? As a school there are specific security requirements which restrict open public use. We cannot comment on any specifics as the masterplan has not yet been developed but John Wasileski has traditionally not excluded public use of their retirement communities - yet without formally dedicating public easements. This senior community would be as integrated as possible between the school and public access but no specifics can be provided at this time.

These notes have been prepared by Frederic Licht, PE, and are the author's interpretation and summary of the presentation and comments provided by the public and may not reflect each individual speaker's comments. Please contact the author for corrections if errors are noted or incorrect information has been provided.



Frederic (Rick) Licht, PE LSE
Principal

NEIGHBORHOOD MEETING
MOTHERHOUSE SR. HUSING
C DEERING COMMUNITY CENTER HURON

7.29.15
6pm

ATTENDANCE
NAME

ADDRESS

DEKLIGHT
Jennifer Dimund
Kathryn Barr
Tom Barr
FRANK CARR
Sister Miriam Allner
Katherine Kilgallon
Tommy Gutierrez
Elizabeth Tarasovich
Katherine Dion
Jeff Leve
Katie Mahoney
Mary Ellen Randall
Bobbi Cape
John Thibodeau
Patrick Carroll
Kevin Bonker
Matt Teeme

LIGHT. ENVIRONMENTAL DESIGN, LLC
428 Saint John St
Catherine McAuley High School
McAuley Parent Frank@hardypond.com
McAuley supporter
707 Sever Ave resident
168 Clinton St, Portland, ME
14 Hillis St Portland, ME
12 Pershing St. Portland ME 04103
City Hall
494 Deering Ave Portland 04103
202 Concord St Portland
172 Concord St Portland
114 Clinton St. Portland
CARRON ASSOCIATES
Motherhouse LP
Seacoast at Boxboroughs Assoc. LLC

Neighborhood Meeting Certification
Motherhouse Senior Housing
605 Stevens Avenue
LIII Site Plan and Subdivision Application

I Frederic Licht, PE, hereby certify that a neighborhood meeting was held on July 29, 2015 at Deering Center Community Church a 6:00 pm. I also certify that at least 10 days prior to the meeting, 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.

Signed,

*Jim Flint agent for
Kevin Barker.*

July 30, 2015 (date)

Treasurer, Motherhouse GP Inc., General Partner for Motherhouse Associates LLC

Attached to this certification are:

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



Dear Neighbor,

Please join us for a neighborhood meeting to discuss our site plan and subdivision application for the redevelopment of the Motherhouse on the Sisters of Mercy / McAuley Campus located at 605 Stevens Avenue. We will also be discussing the four lot subdivision that will be delineated in order to create the requisite land parcels needed.

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In addition, if you would like to meet with our team individually or have other questions / comments; feel free to contact me via phone or email at 837-2418 or mteare@highlandgreenmaine.com.

Thank you for your time and consideration.

Matt Teare
Director of Development
Sea Coast Management Company

Note:

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DECLARATION OF CONDOMINIUM OF 605 STEVENS AVENUE CONDOMINIUM

This Declaration of Condominium is executed as of this 1st day of _____ 2015 by Sea Coast at Baxter Woods Associates, LLC, a Maine limited liability company, pursuant to the Maine Condominium Act, Chapter 31 of Title 33 of the Maine Revised Statutes of 1964, as amended, 33 M.R.S.A. §1601-101 et seq. (hereinafter the "Act").

ARTICLE I: CREATION OF CONDOMINIUM: DEFINED TERMS

A. Declaration of Property. Sea Coast at Baxter Woods Associates, LLC, a Maine limited liability company, with an address of 20 Blueberry Lane, Falmouth, Maine, owner in fee simple of the land described in Schedule A annexed hereto, located in the City of Portland, Cumberland County, Maine (hereinafter the "Land"), hereby submits the Land, together with all buildings, improvements, easements, rights, privileges and appurtenances now or hereafter thereon or pertaining thereto (hereinafter the "Property") and together with the rights and easements described in Schedule hereto and subject to all covenants, restrictions, and easements described or referred to in Schedule A, to the provisions of the Act, as amended from time to time, and hereby creates with respect to the Property a condominium, known as 605 Stevens Avenue Condominium (hereinafter the "Condominium"). The Property is depicted on the plat prepared by Titcomb Associates and floor plans prepared by _____, which plat and plans, as amended from time to time, being herein referred to respectively as "Plats" and "Plans", are recorded in the Cumberland County Registry of Deeds. The Property shall hereafter be held, sold and conveyed subject to the terms, conditions, covenants, easements and restrictions set forth in this Declaration of Condominium as amended from time to time (hereinafter the "Declaration") and in the Act, which shall run with the Property and bind and inure to the benefit of all owners of the Property or any portion thereof, their respective heirs, successors and assigns. Pursuant to the Act, 605 Stevens Avenue Condominium Association, a Maine nonprofit corporation under Title 13-B of the Maine Revised Statutes of 1964, as amended (hereinafter the "Association") shall be the Unit Owners' Association under the Act.

B. Defined Terms. Capitalized terms used in this Declaration shall have the meaning specified hereinabove or hereinbelow or, if not otherwise defined in this Declaration, as it may be amended from time to time, or in the Plats and Plans, shall have the same meanings as specified in the Act:

(1) "Allocated Interests" mean: (a) the Common Element Interest, (b) the Common Expense Liability and (c) the votes in the Association, allocated to each Unit pursuant to this Declaration.

(2) "Assignable Limited Common Elements" has the meaning provided in Article IV(C) of this Declaration.

(3) "Building(s)" means the building or buildings now existing or hereafter erected on the Land containing one or more Units whether in vertical or horizontal arrangement, as well as other improvements comprising a part of the Buildings.

(4) "Bylaws" means the Bylaws of the Association as are adopted pursuant to the Act and this Declaration for the regulation and management of the Property, including such amendments thereof as may be adopted from time to time.

(5) "Common Elements" mean all portions of the Condominium other than the Units.

(6) "Common Element Interest" has the meaning provided in Article IV(E) of this Declaration.

(7) "Common Expenses" mean expenditures made by or financial liabilities of the Association together with any allocation to reserves and include, but are not limited to, (a) the cost of maintenance, management, operation, repair and replacement of the Common Elements and such Limited Common Elements and such parts of the Units as to which pursuant to this Declaration it is the responsibility of the Association to maintain, repair and replace, (b) the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Executive Board pursuant to the provisions of this Declaration and the fees and disbursements of the Insurance Trustee, if any, (c) such amounts as the Executive Board may deem necessary for general operating reserve funds, reserve funds for replacements and such other reserve funds as the Executive Board may periodically establish, (d) such amounts as the Executive Board may deem necessary to compensate for any deficits in receipts over expenses for previous periods of time, (e) the charges and fees for energy, electricity, heat, water, gas and sewer services furnished to the Condominium to the extent not separately metered to individual Units and charged to individual Unit Owners; and (f) such other costs and expenses that may be declared by the Act, this Declaration, the Bylaws, or resolution or agreement by the Executive Board or Unit Owners to be Common Expenses of the administration, operation, maintenance and repair of the Condominium and Property and the rendering to Unit Owners of all related services.

(8) "Common Expense Liability" has the meaning provided in Article VI(A) of this Declaration.

(9) "Condominium Documents" mean this Declaration, the Plats, Plans and the Bylaws, as amended from time to time.

(10) "Declarant" means Sea Coast at Baxter Woods Associates, LLC, a Maine limited liability company, its successors and assigns and all successors to any Special Declarant Rights hereunder.

(11) "Development Rights" has the meaning specified in Article V of this Declaration and Section 1601-103(11) of the Act.

(12) "Eligible Mortgage Holder" means the holder of record of a recorded first Mortgage on a Unit in the Condominium which has delivered written notice to the Association by prepaid United States mail, return receipt requested, or by delivery in hand securing a receipt therefor, stating the name and address of such holder, the name and address of the Owner of the Unit encumbered by such Mortgage, the identifying number of such unit, and containing a statement that such Mortgage is a recorded first mortgage.

(13) "Executive Board" means the Executive Board or Board of Directors of the Association authorized to act pursuant to this Declaration and the Act on behalf of the Association.

(14) "Insurance Trustee" has the meaning provided in Article XI(B)(7) of this Declaration.

(15) "Limited Common Elements" mean those portions of the Common Elements the exclusive use of which is reserved as an appurtenance to one or more, but fewer than all, of the Units as allocated pursuant to this Declaration.

(16) "Limited Common Expenses" mean the Common Expense for services benefiting fewer than all the Units, which are assessed pursuant to this Declaration exclusively against the Units benefited in accordance with Section 1603-115(c)(2) of the Act pursuant to Article IV(k) hereof.

(17) "Mortgage" means a recorded mortgage or deed of trust encumbering a Unit in the Condominium held by a Mortgagee; "Mortgagee" means the holder of a recorded Mortgage or deed of trust encumbering a Unit in the Condominium.

(18) "Recorded" means that an instrument has been duly entered of record in the Registry of Deeds in and for Cumberland County, Maine.

(19) "Special Declarant Rights" has the meaning provided in Article V of this Declaration and Section 1601-103(25) of the Act.

(20) "Unit" means a part of the Property designated for separate ownership or occupancy.

ARTICLE II: IDENTIFICATION AND LOCATION OF CONDOMINIUM; ASSOCIATION

The name of the Condominium is 605 Stevens Avenue Condominium. The name of the Association organized under the Act is 605 Stevens Avenue Condominium Association. The Condominium is located in the City of Portland, County of Cumberland and State of Maine (which location is more particularly described in Schedule A hereto) and the address of the Condominium is 605 Stevens Avenue, Portland, Maine.

ARTICLE III: DESCRIPTION OF PROPERTY AND UNITS

A. Description of the Property. A legally sufficient description of the Property included in the Condominium is set forth in Schedule A attached hereto and made a part hereof.

B. Maximum Number of Units. Declarant has created 2 units pursuant to this Declaration. Declarant reserves the right to create up to 2 additional units, and accordingly the maximum number of units that the Declarant has the right to create in the Condominium is 4 Units.

C. Description and Boundaries of Units. The unit numbers, location of units created by this Declaration and their approximate dimensions are shown on the Plats and Plans.

A general description of the Units is as follows (provided, however, that nothing in this paragraph shall alter in any way the Unit boundaries as described below and the unit numbers, location of units created by this Declaration and their approximate dimensions are shown on the Plats and Plans): (1) Unit 1 is a substantial portion of the four-story Motherhouse or convent building that was designed in the Italian Renaissance style and constructed in 1908-1909 but excluding the portions thereof described as Common Elements or Limited Common Elements herein and also excluding the portions thereof shown as part of Unit 2 on the Plans; and Unit 2 is the three-story Smith House building that was constructed in the 1800s, and which is currently used as part of the Catherine McAuley High School and a portion of the basement of the Motherhouse, but excluding the portions thereof described as Common Elements or Limited Common Elements herein. Units 3 and 4, if created by Declaration pursuant to its Development Rights reserved hereunder, would be new construction in the areas as shown on the survey Plat.

A list of all unit numbers, locations (all as shown more fully on the Plats and Plans), and Common Element Interests and Common Expense Liability and votes in the Association appurtenant to each unit is attached hereto as Schedule B.

The boundaries of each unit created by this Declaration are as follows:

Each Unit includes the following items:

- (a) All interior partitions (excepting those portions thereof which are load-bearing), interior doors located entirely within a Unit including without limitation their frames, locking systems, hinges and sills, and interior halls and stairways located wholly within the Unit;
- (b) Finish flooring, floor coverings, carpeting and the like, and finish walls and ceilings and coverings including the paint, wallpaper, furring, gypsum board, moldings, the panels, framework, lighting, and acoustical tile ceilings if any, and any other materials constituting any part of the finished surfaces thereof which are nonstructural), but excluding exterior masonry or brick walls, exterior windows and excluding interior or exterior doors providing access to the Common Elements or public streets;
- (c) Plumbing, electrical, sewer, heating, air conditioning, air handling and ventilating fixtures, pipes, lines, equipment, chimneys, vents, flues, systems, Unit specific security and door access systems, controls and components thereof serving a single Unit, even if located outside of a Unit's general boundaries;
- (d) Electrical wiring, equipment, outlets and lighting devices from the point where the feed wire enters the Unit's meter box inwards, and telecommunication and data wiring and equipment serving only a single Unit; and
- (e) Fuel, gas, electric, water and utility lines, pipes and equipment serving only a single Unit from the meters inwards, even if located outside of a Unit's general boundaries.

A Unit generally does not include the exterior walls, the roofs, rafters, floor joists, subfloors, foundations, land, sidewalks, and parking areas, nor does a Unit include the pipes, wires, conduits, flues, ducts, pipes, heating, flues, chase ways, roof drains, fuel, telecommunications, data and utility lines running through a Unit which serve more than one Unit, which serve the Common Elements or which serve another Unit. Any internal room configuration shown on the Plans is illustrative only, and is not binding on an Declarant except that the structural support of the Building must be preserved.

Each Unit and the Common Elements shall have an 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.

Subject to such security and card/keypad access restrictions as the Association may establish from time to time, each Unit has an perpetual right of ingress and egress: to such Unit; to emergency egress areas, and stairs; and to the Limited Common Elements which are appurtenant to such Unit, all of which rights shall automatically transfer 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.

If any Unit components or any Common Elements, including without limitation as utility, heating, ventilation, fuel, life safety and sprinkler systems, electrical, telecommunications and data wiring, equipment, ducts, chases and the like which service other Units or the Common Elements extend into or are accessible only through another Unit, then such other Unit is subject to an easement for reasonable access upon prior notice except in an emergency but the other Unit may relocate such items or alter the access at its expense so long as the functionality of such items or access are maintained and any disruption of the use of such items or access is minimized.

Subject to the foregoing provisions, the general boundaries of each Unit created and each Unit that may be created under this Declaration are generally shown on the Plat and Plans, and 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 Boundaries: The lowest level planes at the lowermost surfaces of: the upper side of any gypsum board or acoustical tiles of the ceiling and any other materials constituting any part of the finished ceiling surfaces; if there is no finished ceiling, then upper boundary is the lowermost surfaces of the floor joists and structural members supporting each Unit and/or Common Elements above; or if there is no floor above, the lowermost surfaces of surfaces of rafters and structural members supporting the roof above, extending to the intersection with the vertical boundaries.

2. Lower Boundary: The horizontal plane at the upper surface of the undecorated upper surface of the sub-floor or of any concrete or masonry floor slab extending to the intersection with the vertical boundaries.

The subsequent alteration of the Property, such as to add an acoustical tile ceiling, shall not alter the initial Unit boundaries hereunder.

(b) *Vertical Boundaries*: The vertical boundaries of each Unit shall be the vertical planes at the interior surfaces of exterior masonry walls or 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*. A Unit shall include all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, acoustical tiles, grids and supports, finished flooring, carpeting and any other materials constituting any part of the finished surfaces thereon located within the boundaries of the Unit.

(d) *Interior Space/Other*. All other spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit except as otherwise provided herein.

(e) *Relocation and Subdivision*. 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 permitted.

D. Subdivision or Relocation of Unit Boundaries. Subject to applicable provisions of this Declaration or law and environmental, subdivision and land-use ordinances and regulations the subdivision of Units and/or relocation of boundaries between Units will be permitted at the expense of the Unit Owners of the Unit or Units to be so subdivided and the boundaries of which are to be so relocated, upon the prior written approval of the Association and subject to compliance with the provisions therefor set forth in Section 1602-113 and Section 1602-112 of the Act. The subdivision of an original Unit created hereby into multiple Units or into Common Areas shall not alter the Unit boundaries except through the exercise of the rights otherwise established herein.

E. Alteration of Partitions. Subject to applicable provisions of law, ordinances, and land-use regulations, a Unit Owner may, after acquiring a horizontally or vertically adjoining Unit or adjoining part of an adjoining Unit, remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if such acts do not impair the structural integrity or mechanical systems of the Buildings in which such Units are located or lessen the support of any portion of the Property. Removal of partitions or creation of apertures under this subparagraph is not an alteration of

boundaries.

F. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units shall be maintained and repaired by each Unit Owner and the Common Elements shall be maintained and repaired by the Association except that if damages are inflicted to any Common Elements, the Unit Owner responsible for the damage is liable for the prompt repair thereof, all in accordance with the provisions of Section 1603-107(a) of the Act, except as may be expressly set forth to the contrary in this Declaration.

ARTICLE IV: COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

A. Common Elements. The Common Elements are all parts of the Property other than the Units. The term "Common Elements" includes:

- i. The land, parking areas and drives together with the benefit of and subject to all the accompanying rights and easements described in Exhibit A;
- ii. The Chapel located in the Motherhouse building;
- iii. Elevators, hallways, vestibules, and stairways serving or providing access to more than one Unit or serving or providing access to the Common Element chapel;
- iv. All utility, heating, air conditioning and ventilating, drainage, and life safety system chases, lines, pipes, conduits, ducts, transmission wires, distribution boxes, utility and lines, pipes, conduits and equipment which serve more than one Unit (excepting lines and equipment owned by public and municipal utilities, or which service only a single Unit and are defined as a part of the Unit above), utility chase areas, roof drains, and all fire sprinklers and alarms and life safety and security access systems; and
- v. 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.

B. Allocation of Limited Common Elements. A description, including the location and dimensions of all Limited Common Elements other than portions of the Property described as Limited Common Elements pursuant to Section 1602-102(2) and (4) of the Act, and the identifications of the Unit or Units to which the Limited Common Elements are hereby allocated are set forth in or shown on the Plats or Plans and/or described herein. The allocation of Limited Common Elements to the Units cannot be altered except with the written consent of the Owners and Mortgagees of record of the Units affected by the reallocation of Limited Common Elements, and in compliance with the provisions of Section 1602-108(b) of the Act. Limited Common Elements other than those described in Sections 1602-102(2) and (4) of the Act consist of the following:

- i. All utility, heating, air conditioning and ventilating equipment, controls, chases, lines, pipes, wires, distribution boxes, ducts, conduits and related accessories if any located outside of a Unit's boundaries (excepting lines and equipment owned by public and municipal utilities) which are not a defined part of a Unit but designed to serve one or more but less than all Units are Limited Common Elements allocated exclusively to such Unit(s);
- ii. The areas shown and designated as Limited Common Elements on the Plans, including

without limitation the Limited Common Element parking spaces and areas as set forth below:

To Unit 1, 73 assigned Limited Common Element parking spaces to be designated by the Association; and

To Unit 2, any parking spaces in excess of the first 73 spaces, .

Generally all other parking spaces designated on the Floor Plans and/or Plat which are not assigned pursuant to the foregoing are Common Elements;

- iii. All doors, steps, stoops, thresholds and windows, including without limitation their glass, frames, hinges, locks, bolts, handles and sills and any other similar fixture which are not a defined part of a Unit but designed to serve one or more but less than all Units are Limited Common Elements allocated exclusively to such Unit(s);
- iv. The elevators and related controls, equipment, structures, shafts, car and controls, and applicable security systems, if any, located in a Building including without limitation those designated as "LCE" on the Plat and/or Floor Plans are Limited Common Elements allocated exclusively to the Units located in the Building serviced;
- v. Any HVAC equipment, chimneys, vents and flues servicing a Unit or its Limited Common Elements, if any, which are not otherwise a defined part of the Unit;
- vi. The foundations, roofs, exterior walls, exterior windows, doors, fire escapes, chimneys, chase ways, sub-floors, utility lines and conduits, roof drains and all joists, rafters, structural and load bearing portions of the Motherhouse building and the triple-based gilded cupola and gold Celtic cross thereof are limited common elements assigned to Unit 1 and the foundations, roofs, exterior walls, exterior windows, doors, fire escapes, chimneys, chase ways, sub-floors, utility lines and conduits, roof drains and all joists, rafters, structural and load bearing portions of the Smith House Building are limited common elements assigned to Unit 2; and for an additional Unit(s) created pursuant to the Development Rights reserved by Declarant under this Declaration, the foundations, roofs, exterior walls, exterior windows, doors, fire escapes, chimneys, chase ways, sub-floors, utility lines and conduits, roof drains and all joists, rafters, structural and load bearing portions of the building in which such additional Unit is located are limited common elements assigned to such Unit; 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.

C. Limited Common Elements to be Subsequently Allocated by Declarant. There is no real estate which may be subsequently allocated as Limited Common Elements, other than Limited Common Elements specified in Section 1602-102(2)-(4) of the Act or the Limited Common Elements already allocated, except that Declarant reserves the right to create additional Limited Common Elements as described herein. If Declarant creates Unit 3 and/or Unit 4 in the Condominium pursuant to the Development Rights reserved herein by Declarant, the portions of the new Building(s) that are not within the Unit boundaries, as defined herein, and that are not Common Elements, as defined herein, shall be Limited Common Elements allocated to the adjoining Unit. In addition, Declarant may allocate to Unit 3 or Unit 4, as Limited Common Elements, parking lot spaces shown on the Plats or Plans and not already allocated to specific units and such parking spaces are hereafter called "Assignable Limited Common Elements". Pursuant to Section 1602-105(a)(7) of the Act, the Declarant reserves the exclusive right to assign each Assignable Limited Common

Element as a Limited Common Element for the exclusive use of the respective Unit Owner to whose Units such Assignable Limited Common Elements shall be assigned and become appurtenant. The Declarant may, without consent or action by the Unit Owners or any Mortgagee, allocate each Assignable Limited Common Element as a Limited Common Element pursuant to the provisions of the Section 1602-108 of the Act by causing appropriate amendments to this Declaration or to the Plats or Plans to be executed and recorded by Declarant, which amendments may be set forth in any Unit Deed to a Purchaser. The Declarant shall evidence the right to such an allocation either in the deed to the Unit to which such Assignable Limited Common Element shall appertain as a Limited Common Element or in writing recorded in the Cumberland County Registry of Deeds. After all Units have been sold by Declarant, the Association shall have the right to use or to assign any unallocated Assignable Limited Common Element pursuant to the provisions of Section 1602-108 of the Act.

D. Association Rights to Reserve Common Elements. "Reserved Common Elements" are those parts of the Common Elements (including the parking rights over the Secondary Parking Easement Area described in Schedule A and the "chapel") which the Executive Board may designate from time to time for use by less than all Unit Owners or by non-Unit Owners for specified periods of time. The Executive Board of the Association shall have the power in its discretion from time to time to grant revocable licenses in designated Reserved Common Elements and to establish a reasonable charge for the use and maintenance thereof. Such designation by the Board shall not be construed as a sale or disposition of the Common Elements.

E. Common Element Interest. The fraction of undivided interest in the Common Elements appurtenant to each Unit (the "Common Element Interest") is listed and allocated to each Unit in Schedule B. The Common Element Interest appurtenant to each Unit is a fraction determined as follows: The formula or method used to establish those allocations of votes and common expense liability and interest is as follows: 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 the number of interior square feet of each Unit located within a Building measured at the boundaries with the Common Element as shown on the Plans, and the denominator is the total such square footage of all the Units subject to rounding in order to permit ease of administration, provided however that the percentage stated in Exhibit B (as it may be amended) shall control in any event. Such square footage measurements may differ from leasing square footage calculations.

In the event a Unit is subsequently divided, a Unit is converted to Common Elements or is withdrawn, or Common Elements are converted to Units or if additional Units are added to the Condominium, then the percentages of all Units shall be allocated and re-determined based on such resulting interior floor areas of the Units.

F. 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 or mortgage or other encumbrance of any Unit shall extend to and include the Common Element Interest, whether or not expressly referred to in the instrument effecting such transfer. Except as otherwise provided by law or this Declaration, the Common Element Interests and the fee titles to the respective Units conveyed therewith shall not be separately conveyed, transferred, alienated or encumbered and each of said Common Element Interests shall be deemed to be conveyed, transferred, alienated or encumbered with its respective Unit notwithstanding that the description in the instrument of conveyance, transfer, alienation or encumbrance may refer only to the fee title to the Unit.

G. Partition or Division of Common Elements. The Common Elements shall remain undivided and no action for partition or division of any part thereof shall be permitted, unless otherwise provided by law and permitted by this Declaration.

H. Amendment of Interest in Common Elements. Except with respect to the subdivision or conversion of Units as provided in Article III(D), or as otherwise provided in the Act, the Common Element Interest appurtenant to each Unit shall have a permanent character, shall be inseparable from each Unit and shall not be altered or changed except by the recording of an amendment to this Declaration, duly executed by all of the Unit Owners and all of the holders of record of any first Mortgage liens upon the Units.

I. Use of Common Elements. Except as their use may otherwise be limited by this Declaration or the By-Laws or otherwise by the Executive Board pursuant to its powers, each Unit Owner, tenant and occupant of a Unit, and the family members and guests of such Unit Owner, tenant and occupant, may use the Common Elements in common with all other Unit Owners and tenants or occupants of other Units, and their respective family members and guests, 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:

(1) The parking spaces are provided for the parking of private motor vehicles and shall not be used for the parking of commercial vehicles, trailers, motor homes, or trucks with a gross weight of over 6,000 pounds except with the prior written approval of the Executive Board. Parking of permitted motor vehicles by Unit Owners and guests shall be only in any Limited Common Elements or other areas designated as spaces for parking. No unattended vehicles shall at any time be left in such a manner as to impede the passage of traffic or to impair access to parking areas. Parking areas and Common Elements shall at all times be kept free of unreasonable accumulations of debris or rubbish of any kind and no junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any of the Common Elements. Vehicle repairs other than ordinary light maintenance are not permitted on the Property.

(2) Except for such signs as may be posted by the Declarant for promotional or marketing purposes, no signs of any character shall be erected, posted or displayed upon, in, from or about any Unit or Common Element without the prior written approval of the Executive Board. The foregoing provisions of this subparagraph shall not apply to a Mortgagee in possession of a Unit as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

(3) No Unit Owner shall obstruct any of the Common Elements nor shall any Unit Owner place or cause or permit anything to be placed on or in any of the Common Elements without the approval of the Board. Nothing shall be altered or constructed in or removed from the Common Elements except with the prior written consent of the Executive Board. The Common Elements shall be kept clean and free of debris.

(4) The Executive Board, the Association, any Unit Owner and the Declarant shall not be considered a bailee, however, 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 parking purposes, and shall not 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.

J. Alteration to Common Elements by Unit Owner. A Unit Owner may make improvements and alterations to the interior of his Unit but no Unit Owner may make any improvements or alterations or do any work whatsoever which would impair the structural integrity or mechanical systems of the Buildings, lessen the support of any portion of the Condominium, or jeopardize the soundness or safety of the Property. No Unit Owner shall impair any easement or hereditament therein without the unanimous consent of the Unit Owners affected thereby. No Unit Owner shall alter any of the Common Elements or paint or otherwise change the appearance of the Common Elements (including the Limited Common Elements) or

paint or otherwise change the exterior appearance of his Unit or any other portion of the Condominium without the prior written approval of the Association acting by the Executive Board, which approval will not be unreasonably withheld. 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 in compliance with all applicable governmental requirements and in a good and workmanlike manner, but using reasonable efforts to mitigate disturbance to other Units, even if increased costs result. Any expenses of Americans with Disabilities Act, Maine Human Rights Act, life safety code, building code or other governmental compliance required as a result of such improvements shall be borne by the Unit Owner, even if the required improvements are to be made to the Common Elements but such work shall be subject to approval by the Board of Directors.

The Association shall have the right to require that: (i) copies of the plans and specifications and evidence of compliance with all governmental requirements be submitted to the Board of Directors prior to commencing any work within the interior of the Unit and (ii) to approve all work that takes place in or affects Common Elements upon such terms and conditions as the Board may reasonably require, including without limitation the submission of plans, specifications and permits, evidence of insurance for all contractors, peer review of plans and specifications performed by professionals engaged the Board and the reasonable mitigation of the impact of such construction on other occupants of the Property. The Board may regulate and grant temporary licenses for construction parking, dumpsters and storage of construction materials and waste and other similar activities on the Property and adjacent public areas.

No Unit Owner may make any improvements or alterations or do any work whatsoever which would materially impair the structural integrity or mechanical systems or the walls separating Units, impair life safety or sprinkler systems of the building, lessen the support of any portion of the Condominium, or jeopardize the soundness, noise control components or safety of the Property, all without prior Board consent. All work shall reasonably mitigate any disturbance on other occupants of the Property even if additional costs would result.

All Unit Owner work shall be completed promptly and in a good and workmanlike manner and shall be performed in such a manner that no mechanics, materialmen or other similar liens shall attach to the Property. No Unit Owner shall permit, suffer or authorize any such liens or other claims to be asserted against the Association, other Units or the Common Elements, other than the allocated interest in the Common Elements appurtenant to a Unit. At the completion of all work each Unit Owner shall obtain waivers of mechanics and materialmen's liens from all persons performing work on or furnishing material and upon request provide the Association with copies.

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, except for rights to alter Limited Common Element signage as provided in this Declaration) or paint or otherwise change the exterior appearance of the Unit in violation of this Declaration (including, but not limited to, signage or 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 first obtaining: (i) the prior written approval of the Board of Directors of the Association, which shall not be unreasonably withheld, but the applicant shall comply with such standards of general application as may then be established in the Rules and Regulations; and no such approval is required for improvements made pursuant to the exercise of Special Declarant and Development Rights or to change signage located in signage Limited Common Areas, (ii) all required approvals from the City of Portland and the Maine Department of Public Safety including any approvals required under the City of Portland's Historic Preservation Ordinance, if applicable, and Building-Life Safety Codes.

K. Limited Common Elements and Expense. The Association shall maintain, repair and replace all Limited Common Elements except as may otherwise be provided in this Declaration and shall assess except

as otherwise provided herein as a Common Expense the Common Expenses associated with the maintenance, repair or replacement of such Limited Common Elements. The Association shall also have the right to assess an individual Unit for Common Expenses associated with said purposes applicable to such Unit if the Common Expenses shall be incurred due to the negligence, neglect or misconduct of the Owner of such Unit. Maintenance and repair of any shared mechanical equipment will be assessed as a Limited Common Expense against the unit or units benefited.

L. Maintenance of Common Elements. The Association shall be responsible for the maintenance, repair and replacement (unless, in the opinion of the Executive Board such expense was necessitated by the negligence, misuse or neglect of a Unit Owner) of all of the Common Elements (including the Limited Common Elements) whether located inside or outside of the Units, the cost of which shall be charged to the Unit Owners as a Common Expense except as otherwise provided in Article IV(K). Except as otherwise provided in this paragraph, the Association shall be responsible for the maintenance (including but not limited to (i) minimum annual and as needed inspection and maintenance of all drainage facilities; (ii) snow and ice removal; (iii) repair and replacement (unless, such expense was necessitated by the negligence, misuse or neglect of a Unit Owner)) of all of the Common Elements whether located inside or outside of the Units, the cost of which shall be charged to the Unit Owners as a Common Expense. The maintenance, repair and replacement of Common Elements located within a Unit, or for which the Unit Owner is otherwise responsible, to the extent required for the functioning of or for connecting utilities to the Property and Units shall be furnished by the Association as part of the Common Expenses except as provided in Article IV(J) and/or in Article VI(B). The maintenance, repair and replacement of Common Elements located within a Unit, or for which the Unit Owner is otherwise responsible, to the extent required for the functioning of or for connecting utilities to the Property and Units shall be furnished by the Association as part of the Common Expenses except as provided in Article IV(K).

M. Maintenance of Unit. Each Unit Owner shall keep and maintain his Unit and its equipment, appliances and appurtenances in good order, condition and repair and in clean and sanitary condition, whether such maintenance and repair shall be structural or nonstructural, ordinary or extraordinary, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit. No Unit Owner shall sweep or throw, or permit to be swept or thrown, from his Unit any dirt, debris or other substance. In addition, 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 Executive Board or the managing agent any defect or need for repairs for which the Association is responsible.

N. Liability of Owner. Each Unit Owner shall be liable, and the Association shall have a lien against his Unit for the expense of maintenance, repair or replacement of any damage to the Common Elements or to another Unit caused by such Unit Owner's act, neglect or carelessness or by that of any member of such Unit Owner's family, or such Unit Owner's guest or tenants, or their pets. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation against such Unit Owner.

O. Maintenance, Owner Self-Help. If the Association fails to comply with its obligation to maintain, replace or repair any part of the Condominium as specified in this Declaration, within a reasonable time after the owner of a Unit requests that such required maintenance, replacement or repair be performed by the Association, then such Unit owner shall have the right to perform the required maintenance, replacement or repair, provided that no work done by a Unit Owner shall impair or jeopardize the structural integrity of the Building or any part of the Condominium. Any Unit Owner may at any time

commission an engineer's report regarding the necessity or advisability of such maintenance, replacement or repair, and may present that report to the Association. If the Unit Owner has performed such maintenance, replacement or repair pursuant to this paragraph, the Unit Owner may seek reimbursement from the Association as a Common Expense for any portion of any expense so incurred by the Unit Owner, the cost of which would not have been allocated to such Unit Owner. If, after a reasonable time, a Unit Owner is not satisfied with or disagrees with the Association's response, such Unit Owner may submit the dispute, including, without limitation, any request for reimbursement of expenses, if applicable, to arbitration in accordance with the terms of this Article VII(B). The expenses of such arbitration shall be a Common Expense. If the arbitrator finds in favor of the Unit Owner that commissioned the engineering report, the expense of such report shall be a Common Expense. Otherwise, such expense shall be borne by said Unit Owner.

ARTICLE V: SPECIAL DECLARANT RIGHTS

A. Development Rights. Declarant shall have and hereby reserves the Development Rights: (i) to create up to 2 additional or new units on the Property (and/or on property added to the Condominium) and associated Common Elements and Limited Common Elements, such Units to be located on the Property described in Schedule A to the Declaration and with Units 3 and 4 to be substantially as shown on the Plats and Plans, with any changes thereto as may be approved by the City of Portland Planning Board; (ii) to add all or any portion of Lot 1, Lot 2 and/or Lot 4 as shown on said Plan to the Condominium; and (iii) to create Common Elements and/or Limited Common Elements (including the parking spaces and drives as shown on the Plats and Plans, as the same may be modified from time to time with the approval of the Portland Planning Board, and shared mechanical equipment and rooms) in connection with the additional or new units described hereinabove, with the Units, Common Elements and Limited Common Elements for Units 3 and 4 to be substantially as shown on the Plats and Plan with any changes thereto as may be approved by the City of Portland Planning Board and the related additional parking spaces, driveways and shared mechanical equipment and rooms to be substantially as may be hereafter approved by the Portland Planning Board. The other Units may be declared and built as separate phases, not necessarily in numerical order. The Development Rights may be declaration and built as separate phases, not necessarily in numerical order, and such Development Rights may be exercised with respect to different parcels of the real estate at different times, and no assurances are made in regard to the fixing of the boundaries of those portions and regulating the order in which those portion may be subjected to the exercise of each Development Right, and if any Development Right is exercised in any portion of the real estate subject to that Development Right, that Development Right need not be exercised in all or in any other portion of the remainder of the real estate. Any improvements to future Units, Limited Common Elements and Common Elements created under this Section A including the Buildings, appurtenances, and improvement need not be consistent with the initial Buildings or the initial architectural style, layout and principal materials but shall be constructed substantially consistent with all approvals of the Portland Planning Board.

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 Condominium Plat and Plans as required by the Condominium Act to the extent not previously recorded and the establishment of said cross easements. Said amendment shall become effective upon recording, without need for the consent of any other person except as otherwise specifically provided herein.

Upon the alteration, conversion or addition of such Units to the Condominium, the Allocated Interests of all Units shall be reallocated in accordance with this Declaration and Exhibit B shall be amended accordingly. Upon the addition of a Unit, the Declarant may create and assign additional Limited Common Elements appurtenant to a Unit.

The exercise of Development Rights shall be subject to the following restrictions: (a) no changes shall be

made by the Declarant or any other person, unless any applicable approvals are obtained pursuant to the City of Portland's and State of Maine's statutes, laws, ordinances and rules to the extent applicable; and (b) any construction shall be at the sole expense of the Declarant and such construction shall reasonably minimize any disruption to the other Units during business hours in a manner consistent with the exercise of such rights, even if extra costs would result.

B. Condominium Association and Executive Board Access. Declarant reserves in favor of itself, the Association and its Executive Board, officers, agents and employees, any managing agent and every other person authorized by the Executive Board the irrevocable right and easement to have access to each Unit as provided in Section 1603-107(a) of the Act as may be necessary for the inspection, maintenance, repair or replacement of any of the Common Elements and Limited Common Elements therein or accessible therefrom or the making of 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 the public safety or to prevent damage to any other Unit or Units, 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. The Association and its Executive Board shall have the right to grant to third parties permits, licenses and easements over and through the Common Elements for utilities and other purposes reasonably necessary or useful for the proper maintenance and operation of the Condominium.

C. Declarant's Easement for Marketing. The Declarant reserves the right with respect to its marketing of Units to use the Common Elements and Limited Common Elements for the ingress and egress of itself, its officers, employees, agents, contractors and subcontractors and for prospective purchasers of Units, including the right of such prospective purchasers to park in parking spaces. The Declarant also reserves the right to use any Units owned or leased by the Declarant as models, management offices, sales offices for this and other projects or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs and lighting as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. The Declarant shall have the right to restrict the use of certain Common Element parking spaces to sales purposes and to use such spaces for sales purposes. Further, the Declarant shall have the right to erect temporary offices on the Common Elements for models, sales, management, customer service and similar purposes. This easement shall continue until the Declarant has conveyed all Units to Purchasers.

D. Declarant's Easements for Construction. The Declarant reserves the easement, right and privilege without let or hindrance with respect to the creation of the Units, Common Elements, Limited Common Elements, the Development Rights specified in Paragraph A hereinabove and other improvements of the Condominium, to go upon any and all of the Property except for Units conveyed to Purchaser for purposes of construction, reconstruction, maintenance, repair, renovation, replacement, improvement or correction of the Units and Common Elements and for completion of the improvements indicated on the Plats and Plans. Furthermore, the Declarant reserves an easement in the Units and Common Elements pursuant to Section 1602-116 of the Act for the purpose of discharging Declarant's obligations and exercising the Special Declarant rights reserved pursuant to this Declaration. These easements shall continue until all Units in the Condominium are conveyed by Declarant.

E. Declarant's Right to Connect With Utilities. The Declarant further reserves an easement to connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction purposes on the Property, provided that Declarant shall be responsible for the cost of service so used, and to use the Common Elements for ingress and egress and construction activities and for the storage of

construction materials and equipment used in the completion of the Units and Common Elements. This easement shall continue until the Declarant has conveyed all Units.

F. Declarant's Right to Grant Easements. The Declarant shall have the right, until the Declarant has conveyed all Units to Purchasers, to grant and reserve easements and rights of way through, under, over and across the Property for construction purposes, and for the installation, maintenance and inspection of the liens and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone and other utilities. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Paragraph shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, elevators, telephone wires and equipment, air conditioning, heating systems, ventilation systems, electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements.

G. Alteration of Common Elements by Declarant. The Declarant reserves the right (but shall have no obligation) to modify, alter, remove or improve defective, obsolete or nonfunctional portions of the Common Elements, including without limitation any equipment, fixtures and appurtenances when in the Declarant's judgment it is necessary or desirable to do so, until all Units have been conveyed to Purchasers.

H. Transfer of Special Declarant Rights; Termination and Surrender. Declarant reserves the right to transfer from time to time to any one or more transferees any or all reserved Special Declarant Rights in accordance with Section 1603-104 of the Act. Notwithstanding any other provisions in this Declaration, this Article may not be amended without the prior written consent of the Declarant. Notwithstanding the foregoing, Declarant may surrender or terminate any rights reserved under this Article at any time by recording an instrument so providing in the Cumberland County Registry of Deeds.

I. Time. The Development Rights and Special Declarant Rights may be exercised at any time within 50 years after the date of this Declaration.

ARTICLE VI: ASSESSMENTS FOR COMMON EXPENSES

A. Common Expense Liability. Except as provided in Article IV(K), Article IV(L), and Article VI(B), the Common Expense Liability (which is the allocation to each Unit or Unit Owner of the respective liability of each Unit Owner for Common Expenses) allocated to each Unit is a fraction of the Common Expenses assessed against all of the Units that is equal to the Common Element Interest appurtenant to the respective Unit as set forth in Schedule B.

B. Allocation of Assessments of Common Expenses. The total amount of Common Expenses shall be assessed against the Units in the following proportions: (1) the Common Expenses that are not Limited Common Expenses shall be assessed against all of the Units in proportion to the relative Common Expense Liabilities of all the Units; (2) the Limited Common Expenses shall be assessed solely against each Unit benefited except as otherwise provided in this Declaration; except as provided in Article IV(K) and Article IV(L), if a Limited Common Expense benefits more than a single Unit, that Limited Common Expense shall be assessed solely against each Unit benefited equally against the Units to which Limited Common Elements are assigned or appurtenant; (3) assessments to pay a judgment against the Association shall be made as a Limited Common Expense against the Units included in the Condominium at the time such judgment was entered; (4) any utilities which are or are made by Declarant to be separately metered shall be supplied by the public utility company serving the area directly to each Unit through a separate meter and

each Unit Owner shall be required to pay the bills for utilities consumed or used in his Unit; any utilities which are not separately metered shall be paid by the Executive Board as a Common Expense.

The Declarant shall not be liable for any assessments for any Units until after the later to occur of the first conveyance of a Unit to a third person other than an affiliate of the Declarant or the first Common Expense assessment by the Association. Assessments for Common Expenses shall commence on the first day of the first month following the date of the first conveyance of a Unit to a person other than the Declarant.

C. Payment Obligations. Each Unit Owner shall pay to the Association or its authorized representative on the first day of each month, or on such other date that the Association may determine in writing, one-twelfth of the Common Expenses including Limited Common Expenses assessed on an annual basis against his Unit in the proportions required in Paragraph B of this Article in accordance with the By-Laws and subject to Section 1603-103(c) of the Act. If for any reason the Association shall revise the annual budget of the Association in accordance with the By-Laws and subject to Section 1603-103(c) of the Act whereby the Common Expenses or any component thereof may be increased, thence commencing on the first day of the first month subsequent to the adoption of such revised budget each Unit Owner shall pay to the Association or its authorized representative one-twelfth of any such revised annual Common Expenses including Limited Common Expenses assessed against his Unit in the proportions required in Paragraph B of this Article.

D. Interest; Acceleration. In the event of a default by any Unit Owner in paying any sum assessed against his Unit which continues for a period in excess of thirty (30) days, interest at a rate of interest to be established annually by the Executive Board which shall not exceed the lower of the maximum interest rate allowed by law which may be charged by the Association at such time or eighteen percent per annum shall be imposed on the principal amount unpaid from the date when due until paid. If the Executive Board shall fail to set such rate, it shall be deemed to have been set at the rate of Eighteen Percent (18%) per annum. The Association shall have the right to establish and impose charges for late payment of assessments. In any case where an assessment against a Unit Owner is payable in installments, upon a default by such Unit Owner in the timely payment of any two consecutive installments, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated at the option of the Executive Board, and the entire balance of the annual assessment may be declared due and payable in full by the service of notice to such effect upon the defaulting Unit Owner by the Executive Board or its representatives.

E. Lien for Assessments. The total annual assessment levied against each Unit for Common Expenses including Limited Common Expenses, revised Common Expenses including Limited Common Expenses, or any special assessment, and any other sums duly levied against the Unit pursuant to this Declaration, the By-Laws, or the Act and all interest thereon and charges for late payment thereof and legal fees and other costs of collection thereof shall constitute the personal liability of the Owner of the Unit so assessed and also shall, until fully paid, constitute a lien against the Unit in favor of the Association from the date upon which such assessment, special assessment or other sum such as interest becomes due as provided in Section 1603-116 of the Act. Such lien shall, with respect to annual assessments, be effective on the first day of each fiscal year of the Association as to the full amount of the annual assessment, and, as to special assessments and other sums duly levied, on the first day of the next month which begins more than ten (10) days after delivery to the Unit Owner of notice of such special assessment or levy. 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 Mortgage recorded before or after the date on which the assessment sought to be enforced becomes delinquent, and (c) 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. §4561 and 18-A M.R.S.A. §2-201, et seq., as they or their equivalents may be amended or modified from time to time.

F. Enforcement. The lien for assessments described in Paragraph E of this Article may be enforced and foreclosed by the Association in like manner as a mortgage on real estate as provided in Section 1603-116(a) of the 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, interests, 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. During the pendency of any such suit, the Unit Owner shall be required to pay a reasonable rental of the Unit for any period prior to the sale pursuant to any judgment or order of any Court having jurisdiction over such sale.

G. Exemption from Expenses by Waiver of Use of Common Elements or Unit Elements. No Unit Owner may exempt himself from Common Expense Liability with respect to the payment of assessments for Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by abandonment of his Unit or otherwise. The obligation to pay assessments for Common Expenses is absolute and unconditional and shall not be subject to set-offs or counterclaims.

H. Reduction of Expenses. All receipts from payments, fees or charges for the use, rental, operation, or allocation as a Reserved Common Element, of any and all Common Elements shall be applied first to reduce the Common Expense relating to the use of that Common Element giving rise to such Common Expense and any excess thereof shall be applied to Common Expenses generally.

I. Surplus Funds. If at the end of any fiscal year any amounts accumulated from assessments for Common Expenses and income from the operation of the Common Elements to which such Common Expenses pertain shall exceed the amount required or actual Common Expenses and provision for Common Expenses and any payment of reserves for future Common Expenses, such excess shall be applied to the reserve fund unless credited by the Association to each Unit Owner in proportion to their respective Common Expense Liabilities to reduce until exhausted the next monthly installments due from Unit Owners. Similarly, any surplus funds of the Association not so applied to the reserve fund and remaining after payment of or provision for Limited Common Expenses after application to Common Expenses as provided in Paragraph H of this Article, shall be credited to the Owners of the Units giving rise to such Limited Common Expenses in the proportions provided in Paragraphs B and H of this Article to reduce until exhausted the next monthly installments of assessments for such respective Expenses due from such Unit Owners. Surplus funds shall not otherwise be paid or credited to Unit Owners.

J. Service Charges. The Association shall have the express power to separately charge a unit and the owner thereof for services rendered to that unit. Such charges shall be a lien on the unit with the same status as a lien for common expense assessment under this Declaration and By-Laws, 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: (1) if a Unit Owner, members of his family, guests or tenants request the Association to perform repair and maintenance work on his Unit or damages the Common Elements or fails to perform maintenance and repair work required, the expense thereof as determined by the Executive Board or its designee may be assessed as a Service Charge; (2) fees, if any, which may be established by the Executive Board for use and maintenance of water, sewer, heat and/or other utility services; and (3) insurance premiums on permanent improvements to Units installed by Unit Owners and insured by the request of the Unit Owner with the Association's hazard insurance carrier.

K. Liability. In a voluntary conveyance, the Purchaser of a Unit shall be jointly and severally liable with the Seller for all unpaid common charges, assessments, service charges, interest and costs of collection up to the time of the grant or conveyance, although the Purchaser shall not be prevented from exercising any

right to recover from the Seller the amounts paid for those assessments and common charges. A Purchaser or prospective purchaser under a purchase and sale contract for a Unit may obtain, upon request and the payment of such fee as may be established from time to time by the Executive Board, a statement from the Association setting forth the amount of unpaid common charges, assessments and service charges, interest and costs of collection against the unit as of the date of grant or conveyance and such other items required by the Act. The Purchaser shall not be liable for, and the Unit conveyed shall not be subject to a lien for any unpaid amounts due from the Seller before the statement date in excess of the amount set forth in the statement except interest and costs of collection accrued thereafter.

ARTICLE VII: UNIT OWNERS ASSOCIATION

A. Owners Association and Bylaws. Each Unit Owner shall be a member of the Association, a non-profit corporation organized under the laws of the State of Maine known as 605 Stevens Avenue Condominium Association. Membership shall be appurtenant to the Units, and the transfer of title to a Unit shall automatically transfer the membership appurtenant to that Unit to the transferee or transferees. A mortgage, however, shall not transfer membership until foreclosure or sale in lieu of foreclosure. The Bylaws of the Association, which, except as otherwise provided for herein govern the operation and management of the Association, are attached hereto as Schedule C.

B. Disputes. The Association and any aggrieved Unit Owner shall have an appropriate right of action, together with any and all appropriate remedies under the Act, in law or equity, against any of the Unit owners or the Association for failure to comply with any provision of this Declaration or with any decision of the Association made pursuant thereto. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief in order to assist it in carrying out its responsibilities under this Article, except as hereinafter provided. Notwithstanding the rights of action described in the preceding two sentences, any dispute resulting in a deadlock among the Executive Board members or described in Article III or Article IV hereof shall be submitted to arbitration in accordance with the procedures set forth herein. In such cases, all of the members of the Executive Board shall, within thirty days after such deadlock occurs, attempt to agree upon a single arbitrator to settle the dispute. If the members are unable to agree on a single arbitrator within such thirty-day period, then the dispute shall be settled by a single arbitrator in accordance with the rules of the American Arbitration Association. The expenses of such arbitration shall be a Common Expense. All Unit Owners and the Association shall be bound by the arbitration decision, including, without limitation, any determination regarding the entitlement of a Unit owner to reimbursement of expenses incurred pursuant to Article IV(O). No other right of action shall arise with respect to a dispute arising out of an Executive Board deadlock or a dispute over maintenance, replacement or repair of all or any part of the Common Elements.

ARTICLE VIII: LIMITATION OF LIABILITY

A. Limited Liability of the Executive Board. No member of the Executive Board or officer of the Association, except to the extent of his or her willful misconduct or gross negligence: (1) shall be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to persons or property caused by the elements or by another Unit Owner or person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the Buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place; (2) shall be liable to the Unit Owners as result of the performance of the Executive Board members' duties for any mistake of judgment, negligence or otherwise; (3) shall have any personal liability in contract to a Unit Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' duties; (4) shall be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers or guests, for loss or damage

caused by theft of or damage to personal property left by guests in a Unit, or in or on the Common Elements or Limited Common Elements; (5) shall have any personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them; or (6) shall have any personal liability arising out of the use, misuse or condition of the Buildings, or which might in any other way be assessed against or imputed to the Executive Board members as a result of or by virtue of the performance of their duties.

B. Indemnification. Each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Paragraph shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

C. Defense of Claims. Complaints brought against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Unit Owners and the Eligible Mortgage Holders and the Mortgagees of Units identified to the Association, and such complaints shall be defended by the Association. The Unit Owners shall have no right to participate in such defense other than through the Association.

ARTICLE IX: EMINENT DOMAIN

A. Entire Unit. If any Unit shall be taken or condemned by any authority having the power of eminent domain, or if part of a Unit is taken or condemned by any authority having the power of eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award for such taking or condemnation shall be paid to the Unit Owner as compensation for his Unit and its Allocated Interest in the Common Elements, whether or not any Common Elements are taken or condemned. Upon such taking or condemnation, unless the decree provides otherwise, that Unit's entire Allocated Interests shall be automatically reallocated to the remaining Units in proportion to the respective Allocated Interests of those Units prior to the taking or condemnation, and the Association shall promptly prepare, execute and record as a Common Expense an amendment to this declaration reflecting such reallocation. Any remnant of a Unit remaining after part of a Unit is taken or condemned under this Article IX(A) shall thereafter be a Common Element.

B. Part of Unit. Except as otherwise provided in Paragraph A, if part of a Unit is taken or condemned by any authority having the power of eminent domain, any award therefor shall be paid to the Owner of such Unit as compensation for the reduction in value of the Unit and its Allocated Interest in the Common Elements, whether or not any Common Elements are taken or condemned. After such part of a Unit is taken or condemned: (1) That Unit's Allocated Interests shall be reduced in proportion to the

reduction in relative value of the Unit as determined by the Executive Board; and (2) The portion of the Allocated Interests, Common Element Interest, Votes and Common Expense Liability which has been divested by virtue of the taking or condemnation from the partially-acquired Unit shall be automatically reallocated to such Unit and the remaining Units in proportion to the respective Allocated Interests appurtenant to each of the Units before the taking or condemnation, and the Association shall promptly prepare, execute and record as a Common Expense an amendment to this Declaration reflecting such reallocation, with the partially taken or condemned Unit participating in the reallocation on the basis of its reduced Allocated Interests.

C. Common Elements. If part of the Common Elements shall be taken or condemned by any authority having the power of eminent domain, the Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority, and the portion of the award attributable to the Common Elements taken shall be paid to the Association for the use and benefit of the Unit Owners and their Mortgagees as their interests may appear. Each Unit Owner appoints the Association as attorney-in-fact for this purpose. Subject to the provisions of Article IX(D), the Association shall divide any portion of remaining Common Elements among the Unit Owners and their Mortgagees, in proportion to their respective interests in the Common Elements prior to such taking or condemnation, but the portion of the award attributable to the acquisition of any Limited Common Element shall be equally divided among the Owners of the Units to which such Limited Common Element was allocated at the time of such taking or condemnation. The Association shall promptly prepare, execute and record as a Common Expense an amendment to this Declaration reflecting such reallocation.

D. Decree, Prior Liens. The court decree shall be recorded. Notwithstanding anything to the contrary in this Article, lien holders on any Unit, Common Element or Limited Common Element, shall have a lien on any such awards in order of priority of their respective liens.

ARTICLE X: REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

A. Required Repair and Reconstruction. In the event of damage to or destruction of all or any part of the Property as a result of fire or other casualty, the Executive Board on behalf of the Association shall promptly arrange for and supervise the prompt repair, replacement and restoration thereof (including any damaged Units, service fixtures, service machinery and other apparatus initially installed therein by the Declarant, but not including any other furniture, furnishings, fixtures, equipment or other personal property supplied or installed by the Unit Owners in the Units), substantially in accordance with this Declaration, Plats and Plans, the original elevation thereof and the original plans and specifications therefor unless (a) the Condominium is terminated, or (b) repair, replacement or restoration would be illegal under any state or local health, safety, land-use or environmental statute, code or ordinance, or (c) eighty percent (80%) of the Unit Owners vote not to repair, restore or replace the damaged or destroyed Property, and such decision is approved by every Owner of a Unit or Limited Common Element, which will not be repaired, replaced or restored, and by all Eligible Mortgage Holders of all Mortgages thereon.

B. Procedure for Reconstruction and Repair. If repair, replacement or restoration shall be required pursuant to Paragraph A of this Article: (1) Cost Estimates: The Executive Board shall promptly obtain reliable and detailed estimates of the cost of repairing and restoring such portion (including any damaged Units, fixtures, service machinery and other apparatus initially installed by Declarant, but not including any other furniture, furnishings, fixtures or equipment installed by the Unit Owner in the Unit) substantially in accordance with this Declaration, the Plats and Plans, the original elevation thereof and original building plans and specifications therefor unless other action or repair or replacement is approved by at least 80% of the Unit Owners and 51% of the Eligible Mortgage Holders; such costs may also include professional fees and premiums for such bonds as the Insurance Trustee may determine to be necessary; (2) Assessments: If the net proceeds of insurance, if any, are not sufficient to defray such estimated costs of reconstruction,

repair and replacement, or if upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the amount necessary to complete such reconstruction and repair may be obtained from the appropriate reserve for replacement funds, and any such costs in excess of insurance proceeds and reserves shall be deemed a Common Expense and a special assessment therefor shall be levied by the Association; and (3) Construction Fund and Disbursement: The proceeds on insurance collected on account of the casualty, and the sums received by the Association from collections of assessments against Unit Owners pursuant to Paragraph B(2) of this Article on account of such casualty, shall constitute a construction fund which shall be held in trust by the Insurance Trustee or Association as provided in this Declaration and disbursed in payment of the costs of reconstruction and repair in the following manner: (a) if the estimated cost of reconstruction and repair is less than Two Hundred Thousand (\$200,000.00) Dollars, then the construction fund shall be disbursed in appropriate progress payments, or upon order of the Executive Board; provided, however, that upon request of fifty percent (50%) of the Eligible Mortgage Holders (based upon one vote for each mortgage held) such funds shall be disbursed pursuant to subparagraph B(3)(b); (b) if the estimated cost of reconstruction and repair is Two Hundred Thousand (\$200,000.00) Dollars or more, then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in the State of Maine employed by the Association (the "Architect") or Insurance Trustee to supervise such work and approved by such fifty percent (50%) of the Eligible Mortgage Holders, payment to be made from time to time as the work progresses; the Architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with the work stating that: (i) the sums requested by them in payment are justly due and owing and that such sums do not exceed the value of the services and materials furnished; (ii) there is no other outstanding indebtedness known to such Architect for the services and materials described; (iii) the cost as estimated by such Architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested; and (c) when the damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of repairing the Common Elements and thereafter to the cost of repairing the Units; and (d) the first monies disbursed in payment of the cost of reconstruction and repair shall be from any insurance proceeds and, if there is a balance in the construction fund after the payment of all of the costs of the reconstruction and repair for which the fund is established, such balance shall be distributed among all Unit Owners, Mortgage holders and lien holders, as their respective insurable interests may appear, in proportion to their respective Common Element Interests or the Common Element Interests to which their respective Mortgages are subject.

C. Damage or Destruction; No Repair or Replacement. If the entire Condominium is not repaired or replaced: (1) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged areas of the Common Elements to a condition compatible with the remainder of the Condominium as determined by the Executive Board or Architect; (2) the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Owners and Mortgagees of those Units as their insurable interests appear and the Owners and Mortgagees of the Units to which those Limited Common Elements were assignable or allocated, as their insurable interests may appear; and (3) the remainder of the proceeds shall be distributed to all the Unit Owners and Mortgagees, as their insurable interest may appear, in proportion to their respective Common Element Interests or the Common Element Interests to which their respective Mortgagees are subject.

If the Unit Owners and their Mortgagees vote not to rebuild any unit, that Unit's entire Allocated Interests shall be automatically reallocated upon said vote as if the Unit had been condemned as provided in Article IX of this Declaration and the Association shall prepare, execute and record an amendment to this Declaration reflecting the reallocations. Notwithstanding any provisions of this Article to the contrary, Section 1602-118 of the Act governs the distribution of insurance proceeds if the Condominium is terminated.

ARTICLE XI: INSURANCE

A. 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.

B. Property and Casualty Insurance for Units and Common Elements. The Association shall obtain and maintain in effect an "extended coverage" fire and casualty insurance policy covering the Units and Common Elements (including the Limited Common Elements) with 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, excluding the land, foundations and excavations and other similar items customarily excluded from property insurance policies, excluding risks customarily excluded from commercial property insurance policies as determined by the Board of Directors, and excluding furniture, furnishings, inventory, equipment and other personal property supplied or installed by Unit Owners. The policy shall cover the interests of and benefit as insureds the Association, the Board of Directors, and all Unit Owners and their Mortgagees as their insurable interests may appear.

The Association's blanket or master insurance policy shall be in an amount equal to one hundred percent (100%) of the then current fair market value of such insured Units and Common Elements (exclusive of the land, excavations, foundations and other similar items customarily excluded from such coverage), without deduction for depreciation, which coverage may be "replacement cost" coverage if the Board of Directors determines such coverage is reasonably available. Such insurance policy may, at the option of the Board of Directors, contain such deductible and exclusions as the Board of Directors shall reasonably deem appropriate but the deductible not to exceed the lesser of \$10,000 or one (1) percent of the policy's face amount, unless approved by a majority vote of the Owners.

Unless otherwise established under Rules and Regulations adopted by the Board of Directors from time to time, a Unit Owner shall pay the expense of repair of damage to its Unit, to the Common Elements or to another Unit if caused by the neglect of the Unit Owner in the amount of the Association's insurance deductible (or such greater amount as may be established by the Rules and Regulations adopted by the Board of Directors from time to time); the Association shall not be responsible to such Unit Owner for the costs of such repair or damage. In the event of a casualty affecting both the Common Elements and Unit(s) the Board of Directors may allocate responsibility for the insurance deductible among the Common Elements and Unit(s).

Notwithstanding the foregoing, each Unit Owner shall procure "builder's risk" insurance coverage on a Unit while the Unit is undergoing construction or significant repairs and renovations such that the Unit is not otherwise covered by the Association's policy, and the Association shall have no responsibility for any design error, faulty workmanship or defective construction carried on by or at the request of a Unit Owner

Since the Common Elements are believed to have been originally constructed a number of years ago, the Association is not required to carry casualty insurance for the replacement or repair of the Common

Elements to their exact prior state and the Board of Directors may limit the scope of insurance coverage to the market value of the Common Elements and limit repair or replacement to more modern materials and techniques based on available casualty insurance proceeds.

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 C 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.

C. Casualty Losses, Adjustment and Payment; Insurance Trustee. Any loss covered by the insurance policy described in Section B 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 by the Board of Directors, 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 Common Elements. 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 Units and Common Elements 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.

D. 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 two million dollars (\$2,000,000.00) covering all claims for bodily injury or property damage arising out of one occurrence.

E. 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, its principles, managers, officers, employees or directors 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.

F. 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 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 (including, without limitation, "fidelity bond" or employee dishonesty coverage).

G. 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 (10 days notice for non-payment of premiums) 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.

H. Separate Insurance Required to be Maintained by Owners. Each Unit Owner should obtain at its own expense, a condominium insurance policy for damage to its Unit not insured through the Association, and all personal property located in a Unit for its own benefit and for its personal liability, as well as upon any improvements made by him to its Unit under coverage normally called "improvements and betterments coverage;" provided, however, that no Unit Owner shall be entitled to exercise its 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 must contain waivers of subrogation in favor of the Association.

The Association shall have no responsibility for ascertaining whether or not the Unit Owner maintains such insurance in effect.

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 and not insured by the Association, unless otherwise consented to by vote of the Board of Directors.

At the request of the Association, any Unit Owner who obtains an individual insurance policy covering any portion of the Condominium shall file a certificate or copy of such individual policy or policies with the Board of Directors within thirty (30) days after the purchase of such insurance but failure to request or provide such certificate or insurance copies shall not impair any terms of this Declaration.

ARTICLE XII: ADDITIONAL RESTRICTIONS ON USE, OCCUPANCY OR ALIENATION

A. Use and Occupancy Restrictions. Each Unit shall be occupied and used subject to the following restrictions: (1) Unit 1 will be used solely for residential purposes; and (2) each Unit will be subject to reasonable rules and regulations as adopted by the Association from time to time. Nothing in this Declaration shall be construed to prohibit the Declarant from exercising any easements and rights reserved by the Declarant pursuant to this Declaration for any purposes including promotional, marketing or display purposes, from using any appropriate portion of the Common Elements for exercising these reserved rights,

settlement of sales of Units and for customer service purposes, or from leasing Units owned by Declarant as provided in this Declaration.

B. Leasing Restrictions. No Unit Owner shall lease a Unit other than on written form of lease requiring the lessee to comply with the Condominium Documents and rules and regulations of the Association. Each Unit Owner shall, promptly following the execution of any lease of a Unit, notify the Association in writing of the name of the tenant and the term of the lease and any options in the lease to renew, extend or purchase. The Declarant retains and reserves the right, without complying with the restrictions contained in the foregoing Paragraphs, to enter into leases with any persons for the occupancy of any of the Units owned by the Declarant during the period ending 30 years from the date of this Declaration.

C. Voluntary Resale of Units. The following provisions apply to the sales of Units by all Unit Owners other than the Declarant: No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to the date of recordation of a bona fide conveyance in fee of such Unit by the Owner. In a voluntary transfer of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments and special assessments for Common Expenses made by the Executive Board against the latter up to the time of the recordation of grantor's transfer, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any person who shall have entered into an agreement to purchase a Unit from a Unit Owner shall be entitled to a certificate from the Executive Board as provided by Section 1604-108(b) of the Act, and the grantee shall not be liable for, nor shall the Unit conveyed by subject to a lien for, any assessments or unpaid special assessments made by the Executive Board against the grantor for Common Expenses in excess of those disclosed on such certificate. All Unit Owners shall comply with Section 1604-108 of the Act. Except as provided in this Article, there are no other restrictions governing the voluntary transfer of a Unit.

D. Restriction on Demolition and Rehabilitation of Unit 2: Unit 2 (the Smith Wing) shall not be demolished within five years of the completion of the initial rehabilitation of Unit 1; and any work on the Unit 2 within 5 years of Unit 1 placement in service of the Unit 1 (Motherhouse) rehabilitation project must be performed in accordance with NPS standards for historic preservation to the extent required so that such rehabilitation shall not adversely affect historic tax credits arising from the rehabilitation of Unit 1.

E. Rules and Regulations. Each Unit, appurtenant Limited Common Elements and the Common Elements shall be subject to all restrictions contained in the Unit deed, this Declaration, the By-Laws of the Association, and any reasonable Rules and Regulations adopted by the Association from time to time, as amended from time to time.

ARTICLE XIII: APPLICABILITY; COMPLIANCE AND DEFAULT

A. Applicability. All present and future Owners and tenants, their guests, servants, agents and employees and any other person or persons that shall be permitted to use the Common Elements shall be subject to this Declaration, the By-Laws and to such rules and regulations as may be issued by the Executive Board of the Association from time to time to govern the conduct of its members and the use and occupancy of the Property. Ownership, rental or occupancy of any of the Units in the Condominium shall be conclusively deemed to mean that said Owner, tenant or occupant has accepted and ratified this Declaration, the By-Laws and the rules and regulations of the Association and will comply with them. The acceptance of a deed or conveyance (other than as security) or the entering into of a lease or the entering into of occupancy of any Unit (other than possession by a Mortgagee prior to either the completion of foreclosure or the acceptance of a deed to the Unit subject to the Mortgage held by such Mortgagee) shall signify that the provisions of this Declaration and the By-Laws, the rules and regulations of the Condominium and the decisions of the Executive Board are accepted and ratified by such Owner, tenant or

occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

B. Compliance and Default. (1) Each Unit Owner shall be governed by and shall comply strictly with the terms, covenants, conditions and restrictions of this Declaration, By-Laws and the rules and regulations adopted pursuant thereto, and the same as they may be amended from time to time. The Executive Board shall have the power to adopt, amend and enforce compliance with such reasonable rules and regulations relative to the operation, use and occupancy of the Units and the Common Elements consistent with the provisions of this Declaration and the 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 Executive Board shall deem appropriate. Any such rules and regulations shall be adopted or amended, from time to time, by means of appropriate resolutions duly approved by the Executive Board in accordance with the By-Laws. A copy of such rules and regulations and copies of any amendments thereto shall be delivered or mailed to each Owner or occupant of a Unit promptly after the adoption thereof. Failure of the Unit Owner to comply therewith shall entitle the Association or Unit Owners to the remedies provided in this Declaration and the Act, and also to the following relief, none of which remedies shall be exclusive of any other remedies: (1) Suits: Failure to comply with the terms of this Declaration, the By-Laws and the rules and regulations adopted pursuant thereto, as the same may be amended from time to time, shall entitle the Association or any aggrieved Unit Owner to sue for the recovery of damages or for injunctive relief, or both. Such relief shall not be exclusive of other remedies provided by law; (2) Costs and Attorney's Fees: In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Condominium Documents and rules and regulations adopted pursuant thereto, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney's fees; provided, however, that no attorney's fees may be recovered against the Executive Board in any such action unless the court shall first expressly find that the Executive Board acted in bad faith. (3) No Waiver of Rights: The failure of the Declarant, or the Executive Board, or any Unit Owner to enforce any covenant, restriction or other provision of the Act, the Condominium Documents or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

C. Appeal and Hearing Procedure; Actions by Owners. No Unit Owner shall have the right to object, challenge, commence any suit at law or in equity or take any other action under any act, power or authority now in force or hereafter adopted except after following such procedures as are established by the Executive Board by rule or regulation consistent with the provisions of this Paragraph. The Executive Board, or a committee as may be appointed by the Executive Board, shall hear appeals from Unit Owners or lessees of alleged violations of the Condominium Documents and rules and regulations of the Association. Unit Owners shall not have the right to appeal assessments for or collections of assessments for Common Expenses. The Executive Board or such committee shall hold a hearing on any such appeal within thirty (30) days after the receipt by the Executive Board of a formal notice of appeal from a Unit Owner or resident. A decision shall be issued in writing by the Executive Board within ten (10) days after the conclusion of the hearing. The Executive Board shall have the right to establish various rules and procedures governing the operation and administration of the appeal and hearing process and the enforcement of the Condominium Documents and rules and regulations. Unless the internal remedies provided by this Paragraph and such rules and regulations as may be promulgated by the Executive Board shall be expressly waived by the Association or the Association fails or refuses to act, no action at law or in equity shall be commenced by any Unit Owner or resident until such internal remedy is pursued to exhaustion. Any action by a Unit Owner against any other Unit Owner or resident arising out of any term, covenant or condition contained in the Condominium Documents or any rule or regulation made pursuant thereto shall be subject to the same procedures. In hearings before the Executive Board or the committee designated by the Executive Board, all parties shall be entitled to be represented by counsel.

ARTICLE XIV: MORTGAGES OF UNITS; RIGHTS OF MORTGAGEES

A. Right to Mortgage. Each Unit Owner shall have the right to mortgage or encumber his own respective Unit together with the Allocated Interests appurtenant to such Unit. Except as otherwise permitted by Section 1603-112 of the Act and subject to this Declaration, no Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Common Elements or any part thereof except his own Unit and the Limited Common Elements and Allocated Interests appurtenant to his Unit. A Unit Owner who mortgages his Unit shall notify the Executive Board in writing of the name and address of his Mortgagee(s) and shall file a conformed copy of the note and mortgage with the Executive Board; provided, however, that failure to do so shall not in any way affect the validity or enforceability of any mortgage.

B. Mortgage Foreclosure. Any Mortgagee of a Unit holding a recorded first mortgage on a Unit that obtains title to the Unit pursuant to the remedies provided in the Mortgage, or through a completed foreclosure of the Mortgage, or through deed (or assignment) in lieu of foreclosure, shall take the Unit with the Allocated Interests appurtenant thereto free of such claims and liens for unpaid assessments for Common Expenses, interest and costs levied against such Unit which accrue 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 of deed (or assignment) in lieu of foreclosure.

C. Notices to Eligible Mortgage Holder. The Association shall send written notice by prepaid United States mail to each Eligible Mortgage Holder at the address identified pursuant to Article XVII(C) of this Declaration of the following proposed actions either within a reasonable period prior to the taking of any such proposed actions or at the time that notice thereof is given to Unit Owners unless another time is specified herein: (1) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any unit in which there is a first Mortgage held by such Eligible Mortgage Holder; (2) notice of any default or delinquency in the payment of assessments for Common Expenses or any other charges owed by an Owner of a Unit subject to a Mortgage held of record by such an Eligible Mortgage Holder, or any other default in the performance or payment by such an Owner of a Unit of any obligation under this Declaration, the By-Laws or any rules and regulations of the Association, which delinquency or other default continues for a period of sixty (60) days, to the Eligible Mortgage Holder of the Mortgage to which such Owner's Unit is subject; (3) any lapse, cancellation or material modification of any insurance policy or fidelity bond required to be maintained under the Declaration or By-Laws by the Association; (4) the proposed use of any proceeds of Property Insurance required to be obtained and maintained by the Association pursuant to Section 1603-113, subsection (a) of the Act, for purposes other than repair or restoration of the damaged property; (5) the adoption by the Executive Board of any proposed budget under Section 1603, subsection (c) of the Act, the date of the meeting of Unit Owners scheduled to consider ratification of such proposed budget, and a summary of the proposed budget; (6) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders as specified in Paragraph E of this Article; (7) the termination of the Condominium pursuant to Section 1602-118 of the Act and this Declaration; (8) a change in the Allocated Interests appurtenant to any Unit, a change in the boundaries of a Unit, or the subdivision of a Unit; (9) the merger or consolidation of the Condominium with another condominium; or (10) the conveyance or subjection to a security interest of any portion of the Common Elements. Upon written request of any Eligible Mortgage Holder, the Association will provide an audited financial statement of the Association for the preceding fiscal year.

D. Mortgagee Approval Rights. For purposes of this Paragraph and the following subparagraphs, where approval by a stated percentage of Eligible Mortgage Holders is required, such approval shall be based upon one (1) vote for each Unit on which a mortgage is held. Any repair, replacement or restoration

of the Condominium, after a partial condemnation or damage due to an insurable hazard, shall be performed as provided in this Declaration, unless other action is approved by at least fifty-one (51%) percent of Eligible Mortgage Holders. Any election to terminate the legal status of the Condominium pursuant to Section 1602-118 of the Act, and this Declaration after substantial destruction or a substantial taking in condemnation of the Condominium Property shall require the approval of at least fifty-one (51%) percent of all Eligible Mortgage Holders. Any abandonment or termination of the legal status of the Condominium pursuant to Section 1602-118 of the Act by act or omission for reasons other than said substantial destruction or taking shall require the prior written approval of at least fifty-one (51%) percent of Eligible Mortgage Holders of first Mortgages on Units. Any abandonment, partition, subdivision, encumbrance, sale or transfer of any of the Common Elements (except for grant easements for utilities or other public purposes consistent with the intended use of the Common Elements) by act or omission shall require the prior written approval of at least fifty-one (51%) percent of the Eligible Mortgage Holders. With respect to amendments to the Condominium Documents other than amendments to the Condominium Documents or termination of the Condominium made as a result of destruction, damage, or condemnation as provided in this Article, the approval of at least fifty-one percent (51%) of the Eligible Mortgage Holders shall be necessary to terminate the Condominium as provided hereinabove.

The written consent or approval of at least fifty-one (51%) percent of the Eligible Mortgage Holders of Units affected by such amendments, shall be required to add or amend any material provisions of the Condominium Documents which establish, provide for, govern or regulate any of the following matters: (i) Voting; (ii) assessments, assessment liens or subordination of such liens; (iii) reserves for maintenance, repair and replacement of the Common Elements (or Units if applicable); (iv) insurance or fidelity bonds; (v) rights to use of the Common Elements; (vi) responsibility for maintenance and repair of the Common Elements of the Condominium; (vii) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium; (viii) the interests in the Common Elements or Limited Common Elements; (ix) convertibility of Units into Common Elements or of Common Elements into Units; (x) leasing of Units; (xi) imposition of any restriction on a Unit Owner's right to sell, transfer, or otherwise convey his Unit; (xii) any proposed action described in Paragraph C(4), C(7), C(8), C(9) or C(10) of this Article; (xiii) a decision by the Association to establish self-management when professional management had previously been required by an Eligible Mortgagee; or (xiv) any provisions which are for the express benefit of Eligible Mortgage Holders. An addition or amendment to the Condominium Documents shall not be considered material if it is for the purpose of correcting technical errors.

An Eligible Mortgage Holder who receives a written request to approve any additions or amendments which do not constitute either a material change to the Condominium Documents or any amendment described in the preceding paragraph hereof and who does not deliver to the requesting party a negative response within thirty (30) days after the giving of notice shall be deemed to have approved such request in writing.

E. Voting and Other Rights of Eligible Mortgage Holders. In the event of any default by a Unit Owner in payment of assessments or performance of obligations pursuant to the Condominium Documents as more fully described in Paragraph C(2) of this Article, the Eligible Mortgage Holder of the Mortgage on such Owner's Unit shall have the right but not the obligation to cure such default. In addition to, but not by way of limitation of, all rights granted to Eligible Mortgage Holders pursuant to this Declaration to cast the votes allocated to a Unit in lieu of the Unit Owner, any Eligible Mortgage Holder, or its representative, shall have the right to attend meetings of the Association and Executive Board of the purposes of discussing the matters described in Paragraphs C(4), C(5), C(7), C(8), C(9) and C(10). 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 pursuant to its Mortgage in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units, Common Elements, or both.

Each Eligible Mortgage Holder shall be entitled to examine the financial records and books of account of the Association upon reasonable prior written notice to the Association.

F. Rights of First Refusal. Notwithstanding anything to the contrary elsewhere contained in this Declaration, the By-Laws or said rules and regulations, in the event that the Unit Owners in the future adopt any right of first refusal (which right may be adopted only by amending this Declaration) in the case of the sale of any Unit, such right of first refusal shall not affect, impair or apply to the right of any Mortgagee to: (1) foreclose or take title to the Unit pursuant to the remedies provided in the Mortgage, (2) accept a deed (or assignment) in lieu of foreclosure in the event of a default by a mortgagor, or (3) sell or lease a Unit acquired by the procedures hereinabove set forth.

ARTICLE XV: AMENDMENT

Except in cases of amendments to this Declaration that may be unilaterally executed and recorded by the Association as described in Sections 1601-107, Eminent Domain, 1602-108(c), Allocation of Limited Common Elements, 1602-113(a) Reallocation of Boundaries Between Adjoining Units, 1602-113, Subdivision of Units and 1602-1117(a), Amendment of Declaration, of the Act and except in cases of amendments to this Declaration by certain Unit Owners, as described in Sections 1602-108(b), Reallocation of Limited Common Elements, 1602-1112(a), Relocation of Boundaries Between Adjoining Elements, 1602-1113(a), Relocation of Boundaries Between Adjoining Units, 1602-113(b), Subdivision of Units, or 1606-118(b), Termination of Condominium, of the Act, and except in cases of amendments to the Declaration that may be executed by the Declarant under Section 1602-109(f) Plats and Plans or under Section 1602-110, Exercise of Development Rights of the Act, and subject to the other provisions of this Declaration and of the Act, this Declaration, the Plats and Plans may be amended as follows:

A. Before Any Conveyance. Prior to the conveyance of any Unit by the Declarant to a Unit Owner other than as security for an obligation, the Declarant shall have the right to amend and re-amend this Declaration in any manner that the Declarant may deem appropriate.

B. After First Conveyance. After the first conveyance of a Unit by a Declarant, the terms of the following subparagraphs shall apply to the amendment of this Declaration:

(1) Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Executive Board in which a proposed amendment is considered, and shall be served upon all Unit Owners in the manner provided in Article XVII(a) for service of notices and upon Eligible Mortgage Holders in the manner identified in Article XVII(C).

(2) Resolution. An amendment may be proposed by either the Executive Board or by Unit Owners holding in the aggregate no less than 1/5th of the votes in the Association. No resolution of the Executive Board adopting a proposed amendment shall be effective unless it has been adopted at a meeting of the Association duly called and held in accordance with the By-Laws of the affirmative vote of at least 2/3rds in voting interest of the Unit Owners and then executed and recorded as provided in Paragraph B(5) of this Article.

(3) Agreement. In the alternative, an amendment may be made by an agreement signed by the record Owners of the Units to which at least 2/3rds of the votes in the Association are allocated in the manner required for the execution of a deed and acknowledged by at least one of them, and such amendment shall be effective when recorded.

(4) Certain Amendments. Notwithstanding the foregoing provisions of this Article, except as otherwise permitted by the Act and provided in this Declaration, no amendment may increase the number of

Units or change the boundaries of any Unit, the Allocated Interests allocated to a Unit, or the uses to which any Unit is restricted without the unanimous consent of the Unit Owners and the consent of the Eligible Mortgage Holders representing or holding mortgages on Units having at least 2/3rds of the votes in the Association. 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, or its successors or assigns shall join in the execution of such amendment.

(5) Execution and Recording. A copy of each amendment shall be attached to or included with a certificate, certifying that the amendment was duly adopted, which certificate shall be executed and acknowledged by such officer or officers of the Association and/or member or members of the Executive Board designated for that purpose in the By-Laws. The amendment shall be effective when such certificate and copy of the amendment are recorded.

(6) Notice and Challenge. No action to challenge the validity of an amendment to this Declaration adopted by the Association pursuant to this Article may be brought more than one year after such amendment is recorded. After each amendment to this Declaration adopted pursuant to this Article has been recorded, notice thereof shall be sent to all Unit Owners and to all Eligible Mortgage Holders at the address last furnished to the Executive Board, but failure to send such notices shall not affect the validity of such amendment. The Association shall make copies of the Declaration and all amendments thereto available for inspection at reasonable times upon reasonable request for such inspection.

ARTICLE XVI: EASEMENTS AND LICENSES

A. Recorded Easements and Licenses. The recording data for recorded easements and licenses appurtenant to or included in the Condominium or by virtue of any reservation contained in this Declaration, are stated and set forth in Schedule A hereto.

B. Utilities, Pipes and Conduits. Each Unit 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 Elements serving his Unit and located in any of the other Units. Each Unit shall be subject to an easement in favor of all 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.

C. Structural Support. Each Unit shall have an easement to the extent necessary for structural and subjacent support over every other Unit and over the Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural and lateral support in favor of every other Unit.

D. Ingress, Egress and Regress. Each Unit Owners shall have an easement, subject to any rules and regulations established by the Executive Board, in common with all other Unit Owners to use the entrances, exists, corridors and other Common Elements as a means of ingress, egress and regress to and from the Property and the adjoining public streets. The Executive Board shall not and cannot establish any rules and regulations depriving any Unit Owner of reasonable ingress, egress and regress to and from his Unit, the Property and Common Elements, and the adjoining public streets.

E. Encroachments. If any portion of the Common Elements or Limited Common Elements hereafter encroaches 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 or Buildings in which they are located or otherwise than as a result of the purposeful 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, a valid easement appurtenant to the encroaching Units, Common Elements or Limited Common Elements for the encroachment and for the maintenance of

the same shall exist for so long as the encroachment shall exist. In the event that any Building shall be partially destroyed as a result of fire or other casualty or as a result of taking by the power of, or in the nature of, eminent domain or by an action or deed in lieu of condemnation, and then is rebuilt, encroachments of a portion or portions of the Common Elements or Limited Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements or Limited Common Elements, due to such rebuilding, shall be permitted, and valid easements appurtenant to the encroaching Units, Common Elements or Limited Common Elements for such encroachments and the maintenance thereof shall exist so long as the Building as so rebuilt shall stand.

F. Common Elements Easement in Favor of Unit Owners. The Common Elements (including, but not limited to, the Limited Common Elements) shall be and are hereby made subject to the following easements in favor of the Units benefited: (1) for the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, and other electrical installations which are Common Elements adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the use of any part of the Common Elements, adversely affect either the thermal or acoustical character of any Building or impair or structurally weaken any Building; (2) for driving and removing nails, screws, bolts and other attachment devices into the Unit side surface of the stone, block, brick or other masonry walls bounding the Unit and the Unit side surface of the studs which support the dry wall or plaster perimeter walls bounding the Unit the bottom surface of floor joists above the Unit to the extent such nails, screws, bolts and other attachment devices may encroach into a part of a Common Elements 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 or acoustical character of any Building or impair or structurally weaken any Building; and (3) for the maintenance of the encroachment of any lighting devices, outlets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Elements or Limited Common Elements on the date this Declaration is recorded.

G. Association's Rights. The Association shall have a reasonable right of entry upon any Unit to make emergency repairs and to do other work reasonably necessary for the proper maintenance or operation of the Condominium. The Association shall have the right to grant permits, licenses and easements over the Common Elements for utilities, ways and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium. The Association has a right of access to each Unit for the purpose of making inspections or for the purpose of correcting any condition originating in this Unit or elsewhere and threatening another Unit or a Common Elements, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, other Common Elements or units, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner, and provided further that judicial proceedings shall be instituted by the Association before any items of construction can be altered or demolished. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

H. Special Declarant Rights. The Association, Executive Board and others and Declarant, its successors and assigns have the easements specified in this Article of this Declaration entitled Special Declarant Rights.

ARTICLE XVII: NOTICES TO UNIT OWNERS BY ASSOCIATION

A. To Unit Owners. All notices, demands, bills, statements or other communications affecting the Condominium shall be given to Unit Owners by the Association in writing and shall be deemed to have been duly given if delivered personally or sent by United States mail, postage prepaid, or if such notification is of a default or lien, 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. To the Association. All notices, demands, statements or other communications affecting the Condominium given by the Association shall be in writing and shall be deemed to have been duly given to the Association if delivered personally or sent by United States mail, postage prepaid, return receipt requested, addressed to the Association at the principal office of the managing agent, or if there shall be no managing agent, then to the Secretary of the Association at the address of the Unit of which the Secretary is the record Unit Owner thereof.

C. Eligible Mortgage Holder. All notices, demands or other communications affecting the Condominium given by the Association to any Eligible Mortgage Holder shall be in writing and shall be deemed to have been duly given if delivered personally or sent by United States mail, postage prepaid, addressed to the Eligible Mortgage Holder at the address identified pursuant to this Declaration.

ARTICLE XVIII: TAXATION

A. Separate Taxation. If there is any Unit Owner other than the Declarant, each Unit and its Allocated Interests shall be deemed to be a separate tax parcel and shall be separately taxed and assessed by the City of Portland. Except to any extent required by law, neither the Buildings, the Property nor any of the Common Elements shall be deemed to be or assessed as a separate tax parcel.

B. Units Not Yet Separately Assessed. In the event that for any year real estate taxes assessed by the City of Portland 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 Element Liability.

ARTICLE XIX: TERMINATION OF CONDOMINIUM

The Condominium shall not be terminated except as provided in and subject to Section 1602-118 of the Act and by agreement of Unit Owners of Units to which at least eighty (80%) percent of the votes in the Association are allocated and at least 80% of the votes of Eligible Mortgage Holders.

ARTICLE XX: MISCELLANEOUS

A. Interpretation; Conflict. In the event of any conflict or discrepancy between this Declaration, the By-laws and the Plats and Plans, this Declaration shall govern. If any provision of this Declaration, the By-Laws or the rules and regulations, or any section, sentence, clause, phrase, or word therein, or the application thereof in any circumstances be judicially held in conflict 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 By-Laws and rules and regulations, and the application of any such provision, section, clause, phrase, or word in other circumstances shall not be affected thereby and 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. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provisions hereof. The use of the singular number in this Declaration shall be deemed to include the plural, and the use of any one gender shall be deemed applicable to all genders. 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. Any dispute or disagreement between Unit Owners with respect to interpretation or application of this Declaration or the By-Laws or rules and regulations shall be determined by the Board of Directors, which determination shall be final and

binding on all parties.

B. Remedies Cumulative. All rights, remedies and privileges granted to the Executive Board of a Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such party hereunder or by any instruments or documents incorporated herein by reference or at law or in equity.

IN WITNESS WHEREOF, Sea Coast at Baxter Woods Associates, LLC, a Maine limited liability company, by its Manager, hereunto duly authorized, has executed and delivered this Declaration as of the date first above written.

Signed, Sealed and Delivered

In the Presence of:

Sea Coast at Baxter Woods Associates, LLC

By: _____
John B. Wasileski, Its Manager

STATE OF MAINE
CUMBERLAND, ss.

Personally appeared the above-named John B. Wasileski, this ____ day of _____, 2016 and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said limited liability company.

Notary Public/Attorney-at-Law

SCHEDULE A
605 STEVENS AVENUE CONDOMINIUM DECLARATION OF CONDOMINIUM

A certain lot or parcel of land situated on the easterly side of Stevens Avenue and the southerly side of Walton Street in the City of Portland, County of Cumberland, State of Maine, being Lot #3 as shown on the Overall Subdivision Plan 605 Stevens Avenue, Stevens Avenue and Walton Street, Portland, Maine, made for Sea Coast at Baxter Woods Associates, LLC by Titcomb Associates, dated June 24, 2015, as revised from time to time (hereinafter the "Subdivision Plan").

Said Lot #3 is bound by the covenants and is subject to the easements and rights over such lot excepted and reserved for the benefit of Lots 1, 2 and 4 shown on said Subdivision Plan set forth in the Declaration of Covenants and Easements, by Sea Coast at Baxter Woods Associates, LLC, as Declarant, dated _____, 2016 and recorded in the Cumberland County Registry of Deeds, Book __, Page _____ (the "Declaration of Covenants and Easements"). Said Lot #3 is submitted to this Declaration of Condominium together with the benefit of the easements and rights over said Lots 1, 2 and 4 and together with the benefit of the covenants set forth in said Declaration of Covenants and Easements. Said covenants, rights and easements shall be appurtenant to and shall burden and run with the land.

The premises described above as Lot 3 are also subject to:

1. Rights and easements reserved and set forth in the deed from James P. Baxter to the Roman Catholic Bishop of Portland, dated March 10, 1908 and recorded in the Cumberland County Registry of Deeds, Book 821, Page 59.

2. Declarant, its successors and assigns, except and reserve, for the benefit of Declarant in gross and for the benefit of Lots #1, 2 and 4 shown on the Subdivision Plan, a non-exclusive easement, in common with the Unit owners and others, to access and use the chapel located in the Motherhouse building located on Lot #3; the Association shall establish procedures for the scheduling of events in the chapel and for communication to all unit owners and to Declarant, its successors and assigns, when events are scheduled that will affect use of such chapel in order to avoid having multiple events scheduled for the same time that would impact use of such chapel. The Association may also establish reasonable times when the chapel is available for events and reasonable rules for use of and access to the chapel.

3. Rights and easements excepted and reserved by St. Joseph's Hospital and Convent in its deed to Sea Coast at Baxter Woods Associates, LLC, dated _____, 2016 and recorded in the Cumberland County Registry of Deeds, Book __, Page ____.

SCHEDULE B
605 STEVENS AVENUE CONDOMINIUM
DECLARATION OF CONDOMINIUM

The unit numbers, fraction of ownership of Common Elements, fraction assessment of Common Element expense, and number of votes in the 605 Stevens Avenue Condominium Association are as follows:

<u>Unit Number</u>	<u>Votes</u>	<u>Fraction or percentage of ownership of common elements and fraction assessment of Common Element expense</u>
1	1	__%
2	1	__%

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 the number of interior square feet of each Unit located within a Building measured at the boundaries with the Common Element as shown on the Plans, and the denominator is the total such square footage of all the Units subject to rounding in order to permit ease of administration, provided however that the percentage stated in Exhibit B (as it may be amended) shall control in any event. Such square footage measurements may differ from leasing square footage calculations. If any additional Unit or Units are added to the Condominium, each Unit will have one vote and the fraction or percentage of ownership of common elements and fraction assessment of Common Element expense of each Unit will be revised in accordance with the formula set forth in this paragraph.

SCHEDULE C
605 STEVENS AVENUE CONDOMINIUM DECLARATION OF CONDOMINIUM

BYLAWS OF 605 STEVENS AVENUE CONDOMINIUM ASSOCIATION

ARTICLE I: Name, Location, and Fiscal Year

Section 1. Name. The name of the corporation is 605 Stevens Avenue Condominium Association (the "Corporation").

Section 2. Location. The principal office of the Corporation shall be located at 605 Stevens Avenue, Portland, Maine.

Section 3. Fiscal Year. The fiscal year of the Corporation shall, unless otherwise decided by the Board of Directors, ends December 31.

ARTICLE II: Purposes

Section 1. Purposes. The purposes of said Corporation are to act on behalf of its members collectively as their governing body with respect to the administration, maintenance, repair and replacement of certain property which will be submitted to the provisions of Maine Condominium Act, Title 33, Chapter 31, Section 1601-101 *et seq.* and to be known as 605 Stevens Avenue Condominium Association and as such to own and acquire any real estate or interest or rights therein or appurtenances thereto and any and all personal property in connection therewith as may be incidental or necessary to such purpose.

ARTICLE III: Members

Section 1. Membership. The owner or owners of record from time to time of each unit of the Condominium, shall constitute one member of the Corporation, and each such member shall have the fraction of common interest, common expenses liabilities and voting rights in the Corporation that are set forth in the Declaration of 605 Stevens Avenue Condominium, recorded in the Cumberland County Registry of Deeds, as it may be amended from time to time.

Section 2. Termination of Membership. The membership of each unit owner shall terminate when he ceases to be a unit owner, and upon the sale, transfer or other disposition of his ownership interest in the property his membership in the Corporation shall automatically be transferred to the new unit owner succeeding to such ownership interest.

Section 3. Meetings and Notice. Meetings of members shall be held at the Condominium in Portland, Maine. An annual meeting of the members shall be held on the first Tuesday in October in each year, commencing with October 1, 2016 at 7 p.m. Special meetings of the members may be called by the President, the Board of Directors or upon a petition signed by fifty (50) percent of the members. Written notice of any meeting shall be given to each member by the Secretary not less than ten (10) days nor more than thirty (30) days before the meeting by mailing it postage prepaid to the member's mailing address or to any other mailing address designated in writing by the member. The notice shall specify the time and place of the meeting and the items on the agenda.

Section 4. Quorum. A quorum for any meeting shall be constituted by persons entitled to cast 50 percent of the votes for election of the executive board, attending in person or represented by proxy.

ARTICLE IV: The Board of Directors

Section 1. Composition. The Board of Directors shall consist of four members. Two Directors shall be elected by the owner of Unit 1; and two Directors shall be elected by the owner of Unit 2.

Section 2. Election and Term. The directors, except as provided in Article III, Section 5 and Sections 7 and 8 of this Article, shall be elected at the annual meeting from among the members or spouses of members. The directors shall hold office until their successors have been elected.

Section 3. Powers. The business of the Corporation shall be managed by the Board of Directors which shall have and may exercise all the powers of the Corporation, except those powers reserved to the members by the Act or by these Bylaws. The Board shall have the power to engage a managing agent for the property and to fix the term, compensation and authority of the manager or managing agent which, initially, shall be the Declarant.

Section 4. Meetings of Directors. Meetings of the Board of Directors may be held at any time and place upon call by the President or by a majority of the Directors, reasonable notice thereof being given to each Director. Notice that a meeting has been called may be given by the President, Secretary or Assistant Secretary, if one is appointed, or by one of the Directors. Notice of any meeting of the Board of Directors may be waived in writing signed by the person or persons entitled to such notice, whether before or after the time of such meeting, and shall be equivalent to the giving of such notice. Attendance of a Director at such meeting shall constitute a waiver of notice thereof, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because such meeting is not lawfully convened. Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need be specified in the notice, or waiver of notice, of such meeting.

Section 5. Quorum and Voting. A majority of the directors then in office shall constitute a quorum. A majority of less than a quorum may, from time to time postpone to a new time or place any meeting and the adjourned meeting may be held without further notice. If a quorum exists, a majority of the directors present may take any action, except the removal of a director for cause which shall require a majority vote of all directors then in office.

Section 6. Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if a written consent thereto is signed by all the directors. The Secretary shall file such written consent with the records of the meetings of the Board of Directors. Such consent shall be treated as a vote of the Board of Directors for all purposes.

Section 7. Vacancies. A vacancy in the Board of Directors shall be filled by the owner of the Unit that appointed the Director to hold office for the unexpired term of the director whose place is vacant and until his successor is elected.

Section 8. Removal. A director may be removed from office by a vote of all of the owner of the Unit or Units that elected such Director. A director may be removed for cause by a majority vote of all directors then in office.

Section 9. Compensation. Directors shall not receive compensation for their services except as provided by resolution of a majority of the members of the Corporation. Directors shall be reimbursed for any out-of-pocket expenses incurred which are reasonable and necessary in performing their duties on behalf of the Corporation.

Section 10. Delegation to Managing Agent. The Board of Directors may delegate to a managing

agent all of the powers of the Board, except the responsibility of preparing the annual budget and any supplemental budgets and any powers requiring approval of any specified percentage of members.

ARTICLE V: Officers

Section 1. Designation and Qualification. The officers of the Corporation shall consist of a President, a Treasurer, a Secretary and such other officers as the Board of Directors may elect. The President and Treasurer shall be members, or spouses of members, or in the case of a unit owner which is a Corporation, partnership, trust or estate, a designated agent thereof. The Secretary need not be a member, but shall be a resident of Maine.

Section 2. Election and Term. All officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members and shall hold office until the first meeting of the Board of Directors following the next annual meeting of members and until their successors are elected.

Section 3. President. The President shall be a Director and shall be the chief executive officer of the Corporation. The President shall have general supervision and control of the business of the Corporation subject to the direction of the Board of Directors and shall also have such other powers and duties as the Board of Directors may decide. The President shall preside at all meetings of the members and at all meetings of the Board of Directors. If the President is absent from any meeting of the members or Board of Directors, the Treasurer shall preside at such meeting. The President shall prepare, execute, certify and record amendments to the Declaration on behalf of the Corporation.

Section 4. Treasurer. The Treasurer shall have, subject to the direction of the members or Board of Directors, general charge of the financial affairs of the Corporation and shall keep full and accurate records thereof, which shall always be open to the inspection of any member or holder of a first mortgage on a unit. He shall render to the President and directors, at the regular meetings of the Board of Directors, or whenever they may require it, a statement of the accounts of his transactions as Treasurer and of the financial condition of the Corporation.

Section 5. Secretary. The Secretary shall record the proceedings of all meetings of the members and of the Board of Directors in books kept for that purpose. Record books of members' meetings shall be open at all reasonable times to the inspection of any member or holder of a first mortgage on a unit. The Secretary shall also keep the membership transfer books of the Corporation. He shall notify the members and the directors of all meetings in accordance with the Bylaws. If the Secretary is absent from any meeting of the members or the Board of Directors, a Temporary Secretary shall be chosen to exercise the duties of the Secretary at such meeting.

Section 6. Vacancies. A vacancy in any office may be filled by the Board of Directors by the election of a successor to hold office for the unexpired term of the officer whose place is vacant and until his successor is chosen and qualified.

Section 7. Removal. All officers may be removed from their respective offices by the Board of Directors.

Section 8. Resignation. Any officer may at any time resign his office by a resignation in writing delivered to the Corporation at its principal office or to the President or Secretary. Such resignation shall be effective upon receipt and acceptance thereof shall not be necessary to make it effective unless it so states.

Section 9. Compensation. The officers shall receive no compensation for their services unless expressly provided for in a resolution adopted by the majority of the members of the Corporation. The

officers shall be reimbursed for out-of-pocket expenses incurred which are reasonable and necessary in performing their duties on behalf of the Corporation.

ARTICLE VI: Assessments

Section 1. Budget. The Board of Directors shall cause to be prepared an estimated annual budget for each fiscal year of the Corporation. Such budget shall take into account the estimated common expenses and cash requirements for the year, including salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, snow removal, trash pickup and other common expenses (as distinguished from individual mortgage payments, real estate taxes and individual telephone, electricity and other individual utility expenses billed or charged to the separate members on an individual or separate basis rather than a common basis). The Board shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common areas and limited common areas. The reserve fund shall be included in the budget and maintained out of regular assessments for common expenses. To the extent that the assessments and other cash income collected during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account in setting the budget and determining assessments for the current year so as to credit to such assessment any surplus from the preceding year or repay to said reserve fund any deficit from the preceding year.

Section 2. Payment. The estimated annual budget for each fiscal year shall be approved by the Board of Directors, and copies thereof shall be furnished to each member and eligible mortgage holder within thirty (30) days of adoption, and in any event not later than 90 days after the beginning of such year. The Board shall set a date for a meeting of the members to consider ratification of the budget not less than fourteen (14) or more than thirty (30) days after mailing of the budget. Notice of said meeting shall accompany the budget. Unless at that meeting all members reject the budget, the budget is deemed ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the members shall be continued until such time as the members ratify a subsequent budget proposed by the Board of Directors. On or before the first day of the next quarter and of each succeeding month or quarter of the year covered by the annual budget, each member shall pay, as his respective monthly or quarterly assessment for the common expenses, one-twelfth (1/12) or one-fourth (1/4), as the case may be, of his proportionate share of the common expenses for such year as shown by the annual budget, all as determined by the Board of Directors. Such proportionate share for each member shall be in accordance with his respective ownership interest in the common areas and facilities. No member shall be relieved of his obligation to pay his assessments for common expenses by abandoning or not using his unit or the common areas and facilities.

Section 3. Statements. Within ninety (90) days after the end of each year covered by an annual budget, or as soon thereafter as shall be practicable, the Treasurer shall cause to be furnished to each member a statement for such year so ended, showing the receipts and expenditures and such other information as he may deem desirable.

Section 4. Separate Accounts. The Treasurer shall cause to be kept a separate account for each member showing the respective assessments charged to and paid by such member, and the status of his account from time to time.

Section 5. Additional Assessments. In the event that during the course of any year, it shall appear to the Treasurer that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board of Directors shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, and shall cause the same to be presented to the

members for ratification in the same manner as the budget. Upon ratification of the supplemental budget, a supplemental assessment shall be made to each member for his proportionate share of such supplemental budget.

Section 6. Common Expenses. It shall be the duty of every member to pay his proportionate share of the common expenses, in the same ratio as his fraction of ownership in the common areas and facilities. If any member shall fail or refuse to make any such payment of the common expenses when due, the amount thereof together with interest at the rate established by the Corporation, costs and reasonable attorney's fees shall constitute a lien on such unit. The Corporation shall have the authority and responsibility to exercise and enforce any and all rights and remedies as provided for in Maine Revised Statutes, Title 33, Chapter 31, the Declaration and these Bylaws, or otherwise available at law or in equity for the collection of all unpaid assessments.

Section 7. Budget Expenses. The President and/or Treasurer, subject to Board direction, shall have the authority to enter into contracts on behalf of the Corporation for work and expenses provided in the budget and to make payment therefor from the funds of the Corporation.

Section 8. Expenses Assessed Subsequent to Conveyance of Unit. A member may not exempt himself from liability for his shares of common expenses subsequently to be assessed by a conveyance of his unit to the Corporation, except by approval of all of the other members and their first mortgagees.

Section 9. Availability of Documents. The Corporation is required to make available to unit owners, lenders and the holders, insurers and guarantors of the first mortgage on any unit current copies of the Declaration, Bylaws and any other rules and regulations governing the condominium and other books, records and financial statements of the Corporation. In addition thereto, the Corporation shall also make available to prospective purchasers current copies of the Declaration, Bylaws, other rules governing the condominium, and the most recent annual audited financial statement, if such is prepared. The Corporation may impose a reasonable charge for copies.

ARTICLE VII: Amendments

Section 1. Amendment of By-Laws. These Bylaws may be amended or modified from time to time by action or approval of all of the members, except that no amendment may violate the provisions of Maine Revised Statutes, Title 33, Chapter 31.

Section 2. Amendment of Declaration. The Declaration may be amended in accordance with the terms thereof. Except for amendments exercising Development Rights by Declarant, the President and/or Treasurer of the Corporation shall execute a certificate setting forth the text of the amendment, which certificate shall be attested by the Secretary and recorded in the Cumberland County Registry of Deeds.

DECLARATION OF COVENANTS AND EASEMENTS

This Declaration of Covenants and Easements is made this ____ day of _____, 2015, by Sea Coast at Baxter Woods Associates, LLC, a Maine limited liability company (hereinafter referred to as "Declarant").

WHEREAS, Declarant has acquired certain property located at Stevens Avenue and Walton Street in Portland, Maine; and

WHEREAS, Declarant desires to provide for the use and improvement of said Common Facilities, as hereafter defined, located or to be located on such property in accordance with a harmonious plan for its development, including utilities, rights-of-way, easements, and roads, all to assure that Owners of said Lots, their successors and assigns, shall benefit from the easements and covenants set forth herein; and

NOW, THEREFORE, Declarant hereby declares that all of the Lots, as hereafter defined (including Lot 1 only if hereafter acquired by Declarant) and all of the Common Facilities shall be held, occupied, improved, transferred, sold, leased and conveyed subject to the protective covenants and restrictions, the reservations and exceptions, the common rights and easements, and the provisions for a lot owners association as set forth herein, all of which are declared to be in furtherance of a common scheme for the development of the property and that said protective covenants, reservations, common easements, and provisions for a lot owners association are intended to enhance and protect the value and desirability of the property as a whole, to mutually benefit each of the Lots, to create mutual equitable servitudes upon each of the Lots in favor of each and all other Lots and to create reciprocal rights and those in privity of contract or estate between all persons acquiring or owning any interest in any portion of the property, including Declarant, and Declarant's grantees, successors and assigns, and shall be deemed to run with the land and be a burden and benefit to and enforceable by the Association and all such Lot Owners, including Declarant and Declarant's grantees, successors and assigns, all on the following terms and conditions:

ARTICLE 1. DECLARATION PURPOSES

Section 1.1. General Purposes: Declarant is the owner of certain real property located at Stevens Avenue and Walton Street in the City of Portland, County of Cumberland and State of Maine, and desires to create a planned development thereon. Declarant desires to subject the Lots to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said Lots and each owner thereof. Declarant also desires to establish a lot owners association as a method for the administration, maintenance, preservation, use and enjoyment of the Common Facilities.

Section 1.2. Declaration: To further the general purposes herein expressed, Declarant, for itself and its successors and assigns, hereby declares that the Lots, whether or not referred to in any deed of conveyance of such Lots, at all times shall be held, transferred, used, sold, conveyed and occupied subject to and with the benefit of the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE 2. DEFINITIONS

The following words and terms when used in this Declaration or any supplemental declaration, and whether or not capitalized (unless the context indicates otherwise), shall have the following meanings:

"Association" shall mean the 605 Stevens Avenue Lot Owners Association, a Maine non-profit corporation with a place of business in Portland, Maine.

"Board" or "Board of Directors" shall mean the duly appointed or elected Board of Directors of the Association.

"Bylaws" shall mean the duly adopted bylaws of the Association, including any amendments thereto as may be adopted from time to time.

"Common Expenses" shall mean the actual and estimated expenses of operating the Association, including any reasonable reserves, all as may be found to be necessary and appropriate by the Board of Directors pursuant to this Declaration and the Bylaws of the Association.

"Common Facilities" shall mean all easements, roads, utility lines and facilities and drainage facilities shown on the Plan or described in this Declaration that serve or benefit more than one Lot.

"Lot" shall mean and refer to the individual lots indicated on the Plan.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title, or that estate or interest which is most nearly equivalent to a fee simple title, to any Lot (or if any Lot is subjected to the condominium form of ownership, to any Unit in such condominium), but shall not mean or refer to any mortgage holder thereof unless and until such holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

"Plan" shall mean, collectively, that subdivision plan entitled "Overall Subdivision Plan 605 Stevens Avenue, Stevens Avenue & Walton Street, Portland, Maine", made for Sea Coast at Baxter Woods Associates, LLC by Titcomb Associates, dated June 24, 2015, and recorded in the Cumberland County Registry of Deeds in Plan Book ____, Page ____, as amended from time to time.

"Project Documents" shall mean, collectively: (1) the Plan as approved by the City of Portland Planning Board, as amended from time to time; and (2) the Maine Department of Environmental Protection Order recorded in the Cumberland County Registry of Deeds in Book ____, Page ____, as amended from time to time, including the submissions therewith, which include the storm water operations and maintenance provisions set forth or referenced therein.

"Properties" shall mean and refer to the Lots and the easement rights and Common Facilities described herein.

"Proportionate Share" shall mean for each Lot, a fraction, the numerator of which is the square footage area of the buildings located on such Lot, as estimated by the Association based on the records of the tax assessors of the City of Portland, and the denominator of which is the total square footage area of the buildings located on all of the Lots, as estimated by the Association based on the records of the tax assessors of the City of Portland. The initial Proportionate Share of each Lot as of the date of this Declaration is set forth in Exhibit A hereto, and such Exhibit A shall be revised by the Association annually, as needed, in accordance with any changes to the square footage area of the buildings located on the Lots, as estimated by the Association based on the records of the tax assessors of the City of Portland.

ARTICLE 3. PROPERTIES

Section 3.1. Properties: The Lots and Common Facilities which are and shall be held, transferred, sold, conveyed and occupied subject to this Declaration are located in the City of Portland, County of Cumberland and State of Maine and shown on the Plan.

ARTICLE 4. GENERAL RESTRICTIONS

Section 4.1. Utility Lines: All Common Facilities located on any Lot shall be constructed in compliance with all applicable federal, state and local laws, regulation, ordinances, permits and approvals. The Association shall have access to each of the Lots for purposes of maintaining the Common Facilities.

Section 4.2. Rules and Regulations: In order to ensure the peaceful and orderly use and enjoyment of the Common Facilities, the Association may from time to time adopt, modify and revoke in whole or in part, such reasonable rules and regulations, to be called Rules and Regulations, governing the use, maintenance and protection of the Common Facilities, as reasonably necessary, including, but not limited to, methods and procedures for enforcing compliance with the Declaration.

ARTICLE 5. **MEMBERSHIP AND VOTING RIGHTS** **IN THE ASSOCIATION; ASSOCIATION PURPOSE AND POWERS**

Section 5.1. Members: Each Lot Owner shall by virtue of, and during, such ownership, be a member of the Association. Association membership shall be appurtenant to each Lot and may not be separated from Lot ownership.

Section 5.2. Voting: Each Owner (or their designee) shall be entitled to vote the number of votes equal to the Proportionate Share allocated hereunder to the Lot times 100, provided, however, that each Lot Owner shall have at least 1 vote. A simple majority in interest of the members of the Association shall constitute a quorum for any meeting of the Association, and a simple majority of the members present at a meeting may take any action; provided, however, that amendments to this Declaration may be adopted only in accordance with the provisions of Article 9 hereof. Other provisions for the operations of the Association shall be set forth in any By-Laws adopted by the Association.

Section 5.3. Association's Obligations: The Association shall operate, maintain, repair, and replace the Common Facilities in accordance with this Declaration and all applicable laws, codes, ordinances, regulations, and governmental permits and approvals and the Project Documents. The Association shall make appropriate arrangements for the timely management, operation, maintenance, snow removal, salting and sanding, repair, resurfacing, repaving and replacement, as necessary, of the Common Facilities. The Association will preserve and maintain for the common benefit of the Lot Owners all of the Common Facilities, keep the same in good and order and repair and comply with and enforce the provisions of this Declaration. The Association may purchase liability insurance (or shall otherwise ensure that sufficient liability insurance is secured and maintained for the benefit of the Association and the Lot Owners) in amounts as approved by the Lot Owners each year to protect the Association and Lot Owners from claims for property damage and personal injury caused by, resulting from or arising out of the Association's administration, operation, maintenance, repair and replacement of the Common Facilities and any improvements thereto. The Association shall pay in a timely fashion all expenses necessary or incidental to the performance of its functions and responsibilities.

If the Association fails to comply with its obligation to maintain, replace or repair any part of the Common Facilities as specified in this Declaration, within a reasonable time after the owner of a Lot requests

that such required maintenance, replacement or repair be performed by the Association, then such Lot owner shall have the right to perform the required maintenance, replacement or repair, provided that no work done by a Lot Owner shall impair or cause damage to any improvements located on another Lot. Any Lot Owner may at any time commission an engineer's report regarding the necessity or advisability of such maintenance, replacement or repair, and may present that report to the Association. If the Lot Owner has performed such maintenance, replacement or repair pursuant to this paragraph, the Lot Owner may seek reimbursement from the Association as an Association expense for any portion of any expense so incurred by the Lot Owner, the cost of which would not have been allocated to such Lot Owner. If, after a reasonable time, a Lot Owner is not satisfied with or disagrees with the Association's response, such Lot Owner may submit the dispute, including, without limitation, any request for reimbursement of expenses, if applicable, to arbitration in accordance with the terms of this hereof. The expenses of such arbitration shall be an Association expense. If the arbitrator finds in favor of the Lot Owner that commissioned the engineering report, the expense of such report shall be an Association expense. Otherwise, such expense shall be borne by said Lot Owner.

Section 5.4. Directors; Officers: Each Lot Owner shall designate one person who shall represent it on the Board of Directors of the Association. The Association shall elect officers who shall be responsible for the performance of the duties of the Association.

Section 5.5. Powers: The Association shall be the governing body for all the Owners of the Lots with respect to the administration, maintenance, repair, and replacement of improvements to the Common Facilities as provided by this Declaration. The Association shall have all powers provided to the Association hereunder, including, but not limited to, the power to: (a) adopt and amend bylaws and rules and regulations; (b) adopt and amend budgets for revenues, expenditures and reserves and collect assessments from Owners; (c) hire and terminate managing agents and other employees, agents and independent contractors; (d) institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the Association; (e) make contracts and incur liabilities; (f) regulate and use, maintenance, repair, replacement and modification of the Common Facilities; (g) cause additional improvements to be made as part of the Common Facilities; (h) grant easements, leases, licenses and concessions through or over the Common Facilities; (i) impose charges for the late payment of assessments and after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws and Rules and Regulations of the Association; (j) impose reasonable charges for the preparation and recording of amendments to the Declaration; (k) provide for the indemnification of its officers and directors and maintenance of directors and officers liability insurance; (l) assign its right to future income; (m) exercise any other powers conferred by the Declaration or Bylaws; (n) exercise any other powers necessary and proper for the governance and operation of the Association; and (o) enforce compliance with the Plan and the Project Documents.

ARTICLE 6. EASEMENT RIGHTS IN THE PROPERTIES AND OBLIGATIONS OF THE ASSOCIATION WITH RESPECT THERETO

Section 6.1. Grant and Reservation of Easements: The following Lots shall be conveyed subject to and together with the benefit of the perpetual rights and easements (with the numbering and location of such easement areas to be as shown on the Plan) described as follows:

Easement #1 (Parking and Access Easement located on Lot 2): Lot 2 shall be subject to the perpetual right and easement to use the parking spaces located on Lot 2, as shown on the Plan, for the parking of vehicles, in the area shown as Easement #1 (Parking and Access Easement) on the Plan, for the benefit of Lots 1, and 4, in common with Lot 2. The Association shall establish procedures for the scheduling of events and communication to all Lot and unit owners when events are scheduled that will affect use of such parking areas in order to avoid having multiple events scheduled for the same time that would impact use of such Easement #1 parking area. Notwithstanding any other provision of this Declaration, the expenses and costs of

maintenance, repair and improvement of said Easement #1 shall be borne solely by the owners of Lots 1, 2 and 4.

Easement #2 & Easement #3 and Easement #8 (50' Access and Utility Easement located on Lot 3 leading to and from Walton Street and to and from Stevens Avenue): Lot 3 shall be subject to the perpetual right and easement to use the areas shown as Easement 2 (50' Access & Utility Easement) and Easement 3 (50' Access & Utility Easement) and Easement 8 (40' Access & Utility Easement) on the Plan, for the benefit of Lots 1, 2, and 4, in common with Lot 3, for the following described purposes:

a. Access Right of Way: The perpetual right and easement, over Easement 2 and Easement 3 and Easement 8, to pass and repass on foot and with vehicles at any and all times from Walton Street to Lots 1, 2, and 4, in common with Lot 3, together with the right to enter from time to time within said areas to inspect, install, construct, maintain, repair, rebuild, replace and remove fill, pavement and other facilities and appurtenances intended to facilitate or improve access over such premises.

b. Utilities; Signs: Together with the perpetual right and easement, over Easement 2 and Easement 3 and Easement 8, to install, construct, erect, lay, relay, repair, inspect, operate, maintain, rebuild, replace and remove signs and utility conduits, pipes and mains, and poles and wires with all necessary fixtures and appurtenances upon, through, under or over such premises for any and all utilities including but not limited to electric power, transmission and distribution lines, other energy, transmission and distribution lines, gas mains, cable-television, telephone and other communications or intelligence lines, together with suitable and sufficient lines, pipes, cables, mains, poles and towers with sufficient foundations together with wires strung upon and extending between the same, above or below ground, together with all necessary facilities, fixtures, anchors, guys, crossarms, and other equipment and appurtenances and also for conveying and transmitting water, sewerage, wastewater and other liquids and substances together with the right at all times to make connection with all of said facilities to land adjoining the premises. Together with the right to maintain, relay, repair, inspect, operate, maintain, rebuild, replace and remove utility conduits, pipes and mains, and poles and wires with all necessary fixtures and appurtenances, in all existing locations, even if not part of the areas shown as Easement 2 and Easement 3 and Easement 8, of existing utilities lines, conduits, pipes, mains, poles and wires.

c. Drainage: Together with the perpetual right and easement, over Easement 2 and Easement 3 and Easement 8, to enter such areas and to install, construct, lay, relay, maintain, inspect, repair, rebuild, replace and remove drainage lines, pipes, swales, conduits, manholes, mains and other equipment and facilities for drainage purposes together with all necessary fixtures and appurtenances, and to make connection therewith to the property described in Schedule A, and to flow and direct water into such areas.

d. Landscaping: Together with the perpetual right and easement, over Easement 2 and Easement 3 and Easement 8, to fill, grade, landscape, seed, plant grass, trees and shrubs, to mow, cut and trim the same and to remove and replace the same.

e. Related Rights: Together with the perpetual right and easement in connection with or in exercising any of the above described rights to enter such areas and to work, fill, excavate, tunnel, trench and/or landfill with such areas, and to trim, clear, cut down and remove trees, timber and bushes to such extent as is reasonably necessary or appropriate for any of the above described purposes.

Easement #4 (Access Easement located on Lot 3 between from Stevens Avenue and Easement #2): Lot 3 shall be subject to the perpetual rights and easements to use the area shown as Easement #4 on the Plan, for the benefit of Lots 1, 2 and 4, in common with Lot 3, for the following described purposes:

a. Access Right of Way: The perpetual right and easement, over Easement #4, to pass and repass on foot and with vehicles at any and all times together with the right to enter from time to time within said areas to inspect, install, construct, maintain, repair, rebuild, replace and remove fill, pavement and other facilities and appurtenances intended to facilitate or improve access over such premises.

b. Utilities; signs: Together with the perpetual right and easement, over Easement #4, to install, construct, erect, lay, relay, repair, inspect, operate, maintain, rebuild, replace and remove signs and utility conduits, pipes and mains, and poles and wires with all necessary fixtures and appurtenances upon, through, under or over such premises for any and all utilities including but not limited to electric power, transmission and distribution lines, other energy, transmission and distribution lines, gas mains, cable-television, telephone and other communications or intelligence lines, together with suitable and sufficient lines, pipes, cables, mains, poles and towers with sufficient foundations together with wires strung upon and extending between the same, above or below ground, together with all necessary facilities, fixtures, anchors, guys, crossarms, and other equipment and appurtenances and also for conveying and transmitting water, sewerage, wastewater and other liquids and substances together with the right at all times to make connection with all of said facilities to land adjoining the premises.

c. Drainage: Together with the perpetual right and easement, over Easement #4, to enter such areas and to install, construct, lay, relay, maintain, inspect, repair, rebuild, replace and remove drainage lines, pipes, swales, conduits, manholes, mains and other equipment and facilities for drainage purposes together with all necessary fixtures and appurtenances, and to make connection therewith to the property described in Schedule A, and to flow and direct water into such areas.

d. Landscaping: Together with the perpetual right and easement, over Easement #4, to fill, grade, landscape, seed, plant grass, trees and shrubs, to mow, cut and trim the same and to remove and replace the same.

e. Related Rights: Together with the perpetual right and easement in connection with or in exercising any of the above described rights to enter such areas and to work, fill, excavate, tunnel, trench and/or landfill with such areas, and to trim, clear, cut down and remove trees, timber and bushes to such extent as is reasonably necessary or appropriate for any of the above described purposes.

f. Parking: Together with the perpetual right and easement to use the parking spaces for the parking of vehicles, in the parking spaces as shown on the Plan or designated by the Association along the sides of the area shown as Easement #4 on the Plan. This parking easement shall include shall include the right to park vehicles and to pass therefrom by foot to and from Lot 1, Lot 2 and Lot 4, provided, however that the owner of Lot 3 shall have priority over Lot 1, Lot 2 and Lot 4. The Association shall establish procedures for the scheduling of events and communication to all Lot and unit owners when events are scheduled that will affect use of such parking areas in order to avoid having multiple events scheduled for the same time that would impact use of such Easement #4 parking area.

Easement #5 (Utility & Drainage Easement located on Lot 1): Lot 1 is subject to the perpetual rights and easements to use the area shown as Easement #5 located on Lot 1 as shown on the Plan, for the benefit of Lots 1, 2, 3, and 4 for the following described purposes:

a. Access Right of Way: The perpetual right and easement, over Easement #5, to pass and repass on foot and with vehicles, but with vehicles solely for maintenance and for emergency access purposes, at any and all times together with the right to enter from time to time within said areas to inspect, install, construct, maintain, repair, rebuild, replace and remove fill, pavement and other facilities and appurtenances intended to facilitate or improve access over such premises.

b. Drainage: Together with the perpetual right and easement, over Easement #5, to enter such areas and to install, construct, lay, relay, maintain, inspect, repair, rebuild, replace and remove drainage lines, pipes, swales, conduits, manholes, mains and other equipment and facilities for drainage purposes together with all necessary fixtures and appurtenances, and to make connection therewith to the property described in Schedule A, and to flow and direct water into such areas.

c. Landscaping: Together with the perpetual right and easement, over Easement #5, to fill, grade, landscape, seed, plant grass, trees and shrubs, to mow, cut and trim the same and to remove and replace the same.

d. Related Rights: Together with the perpetual right and easement in connection with or in exercising any of the above described rights to enter such areas and to work, fill, excavate, tunnel, trench and/or landfill with such areas, and to trim, clear, cut down and remove trees, timber and bushes to such extent as is reasonably necessary or appropriate for any of the above described purposes.

Easement #6 Utility and Drainage Easement located on Lot 4): Lot 4 shall be subject to the perpetual right and easement to use the area shown as Easement 6 located on Lot 4 as shown on the Plan, for the benefit of Lots 1, 2, and 3, in common with Lot 4, for the following described purposes:

a. Utilities; signs: Together with the perpetual right and easement, over Easement 6, to install, construct, erect, lay, relay, repair, inspect, operate, maintain, rebuild, replace and remove signs and utility conduits, pipes and mains, and poles and wires with all necessary fixtures and appurtenances upon, through, under or over such premises for any and all utilities including but not limited to electric power, transmission and distribution lines, other energy, transmission and distribution lines, gas mains, cable-television, telephone and other communications or intelligence lines, together with suitable and sufficient lines, pipes, cables, mains, poles and towers with sufficient foundations together with wires strung upon and extending between the same, above or below ground, together with all necessary facilities, fixtures, anchors, guys, crossarms, and other equipment and appurtenances and also for conveying and transmitting water, sewerage, wastewater and other liquids and substances together with the right at all times to make connection with all of said facilities to land adjoining the premises.

b. Drainage: Together with the perpetual right and easement, over Easement 6A, to enter such areas and to install, construct, lay, relay, maintain, inspect, repair, rebuild, replace and remove drainage lines, pipes, swales, conduits, manholes, mains and other equipment and facilities for drainage purposes together with all necessary fixtures and appurtenances, and to make connection therewith to Lots 1, 2 and 4, and to flow and direct water into such areas.

c. Landscaping: Together with the perpetual right and easement, over Easement 6A, to fill, grade, landscape, seed, plant grass, trees and shrubs, to mow, cut and trim the same and to remove and replace the same.

d. Related Rights: Together with the perpetual right and easement in connection with or in exercising any of the above described rights to enter such areas and to work, fill, excavate, tunnel, trench and/or landfill with such areas, and to trim, clear, cut down and remove trees, timber and bushes to such extent as is reasonably necessary or appropriate for any of the above described purposes.

Easement #7 (30' Drainage Easement located on Lot 4): Lot 4 shall be subject to the perpetual right and easement to use the area shown as Easement #7 located on Lot 4 as shown on the Plan, for the benefit of Lots 1, 2, and 3, in common with Lot 4, for the following described purposes:

a. Drainage: Together with the perpetual right and easement, over Easement #7, to enter such areas and to install, construct, lay, relay, maintain, inspect, repair, rebuild, replace and remove underground drainage lines, pipes, swales, conduits, manholes, mains and other equipment and facilities for drainage purposes together with all necessary fixtures and appurtenances, and to make connection therewith to Lots 1, 2 and 3, and to flow and direct water into such areas, together with the perpetual right and easement in connection with or in exercising any of the above described rights to enter such areas and to work, fill, excavate, tunnel, trench and/or landfill with such areas, and to trim, clear, cut down and remove trees, timber and bushes to such extent as is reasonably necessary or appropriate for any of the above described purposes.

Notwithstanding the foregoing provisions creating easements with respect to Easements 1, 2, 3, 4, 5, 6, 7 and 8, the Owner of a Lot encumbered by any such easements shall have the right to relocate at its expense, such easement areas and all utilities, drainage facilities and parking spaces and other Common Facilities located in such easement areas to another location, provided that the same are replaced with comparable facilities for the substantially similar benefit of the other Lots as provided herein.

Easement #9 (over Lot 3): Declarant, its successors and assigns, except and reserve, for the benefit of Lots 1, 2 and 4, the perpetual right and easement to create on Lot 3, and use for ingress and egress, physical connections between the common areas of the building located on said Lot 3 and buildings to be constructed by Declarant, its successors or assigns, on Lot 1, Lot 2, Lot 3 and/or Lot 4. Declarant, its successors and assigns, shall pay all costs of construction and maintenance of any such physical connections. Declarant, its successors and assigns shall not perform any such work on Lot 3 within 5 years of placement in service of the rehabilitation of the Motherhouse on Lot 3 if such work would adversely affect the historic tax credits arising from the rehabilitation of the Motherhouse.

Other Existing Utilities: Lot 2 shall be subject to an easement for the benefit of Lot 3 to maintain, repair and replace the existing overhead power line in its existing location, subject to the right of the owner of Lot 2 to relocate such line at any time at its expense.

Section 6.2. Members' Easement Enjoyment: Subject to the provisions of this Declaration, every Lot Owner shall have the right and easement of enjoyment in and to the Common Facilities in common with other Owners and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the Project Documents and the provisions of this Declaration.

Section 6.3. Obligation of the Association with Respect to Common Facilities: The Association will preserve and maintain for the common benefit of the Owners all of the Common Facilities, keep the same in good and sightly appearance, and comply with and enforce the provisions of this Declaration.

Section 6.4. No Implied Obligations: Nothing in this Declaration shall give rise to any affirmative or implied obligation or duty on the part of the Declarant except as expressly set forth herein.

Section 6.5. Lots Subject to Right of Entry: Each Lot is subject to the right of the Association or its agents to enter thereon at all reasonable times and, in the case of an emergency, without notice, for the purpose of performing maintenance or repairs to the Common Facilities or for carrying out any of the rights or duties of the Association.

Section 6.6. Maintenance of Stormwater Facilities: The Association shall be obligated to maintain and repair all stormwater drainage facilities located on the easement areas as part of the Common Facilities.

ARTICLE 7. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 7.1. Assessments: Each Owner of a Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, shall pay to the Association:

(a) Annual assessments or charges. An annual budget shall be prepared by the Association. The Proportionate Share of expenses of the Common Facilities in the budget shall be prorated for each Lot so that each Lot Owner shall pay annually to the Association, or its authorized representative, its Proportionate Share of the expenses of the Common Facilities, and for the maintenance, repair, and replacement thereof. The Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice shall be sent to every Owner subject thereto.

(b) Special assessments. The Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, or major replacement of the improvements to the Common Facilities; provided that any such supplemental assessment shall have the assent of two-thirds (2/3) in interest vote (determined in accordance with the Proportionate Shares) of the Owners of the Lots who are voting in person or by proxy at a meeting duly called for this purpose.

Notwithstanding the foregoing, a Lot Owner shall be liable for the expense of repair or replacement of any damage to the Facilities or to another Lot or the improvements thereon caused by such Lot Owner's act (including damage caused by construction activity in excess of ordinary wear and tear), neglect or carelessness, or such Lot Owner's contractors.

Section 7.2 Payment Dates: The due dates of all assessments shall be established by the Association. Assessments and other proper charges authorized and billed by the Association shall be a charge on the Lot and shall be continuing lien upon the Lot upon which such assessment is made. If the assessment to a Lot Owner shall not be paid within thirty (30) days after the date when due, then said assessment shall be delinquent and shall, together with interest at the rate of one percent (1%) per month, or any portion thereof, costs of collection and reasonable attorneys' fees, become a continuing lien on the Lot owned by the delinquent Lot Owner which lien shall bind the Lot, with the buildings and improvements thereon as well as the delinquent Lot Owner, heirs, devisees, successors, personal representatives and assigns.

Section 7.3. Liens: Assessment liens may be enforced in the same manner as assessments against condominium units provided in the Maine statutes, as the same may be amended. All such charges, in addition to being a lien, shall also constitute the personal liability of the Owner of the Lot so assessed at the time of the assessment. Liens which the Association determines to be uncollectible shall be assessed against all Lots in the next annual assessment thereafter. Without limitation of the foregoing, each Owner shall be bound by the following provisions:

(a) The Association has a lien on a Lot for any assessment levied against that Lot from the time the assessment becomes due. The Association's lien may be foreclosed in like manner as a mortgage on real estate. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

(b) A lien under this section is prior to all other liens and encumbrances on a unit except: (1) liens and encumbrances recorded before the recordation of this Declaration; (2) a first or second mortgage recorded before or after the date on which the assessment sought to be enforced becomes delinquent; and (3) liens for real estate taxes and other governmental assessments or charges against a Lot. The lien under this section is not subject to the provisions of Title 14, section 4651 and Title 18-A, Part 2, as they or their equivalents may be amended or modified from time to time.

(c) Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for assessment under this section is required.

(d) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within 3 years after the full amount of the assessments become due.

(e) This section does not prohibit actions to recover sums for which this Declaration creates a lien, or to prohibit the Association from taking a deed in lieu of foreclosure.

(f) A judgment or decree in any action or suit brought under this section shall include costs and reasonable attorney's fees for the prevailing party.

(g) Each Lot Owner shall be deemed to have waived any objection or right of contest with respect to any invoice from the Association to the Lot Owner for any assessment under this Declaration if not objected to in writing by the Lot Owner within 60 days after the date of the invoice or if a civil action to contest the assessment is not commenced within one year after the date of the invoice.

(h) The Association shall furnish to an Owner upon written request a recordable statement setting forth the amount of unpaid assessments currently levied against its Lot.

ARTICLE 8. MORTGAGES OF LOTS; RIGHTS OF MORTGAGES

Section 8.1. Right to Mortgage: Each Lot Owner shall have the right to mortgage or encumber his own respective Lot. A Lot Owner who mortgages his Lot shall notify the Board of Directors in writing of the name and address of his mortgagee(s) and shall file a conformed copy of the note and mortgage with the Board.

Section 8.2. Mortgage Foreclosure: Any mortgagee of a Lot holding a recorded first mortgage on a Lot that obtains title to the Lot pursuant to the remedies provided in the mortgage, or through a completed foreclosure of the mortgage, or through deed (or assignment) in lieu of foreclosure, shall take the Lot free of such claims and liens for unpaid assessments for common expenses, interest and costs levied against such Lot which accrue prior to the acquisition of title to such Lot 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 Lot through a completed foreclosure or deed (or assignment) in lieu of foreclosure.

Section 8.3. Notices to Eligible Mortgage Holder: The Association shall send written notice by prepaid United States mail to each Eligible Mortgage Holder of the following proposed actions either within a reasonable period prior to the taking of any of such proposed actions or at the time that notice thereof is given to Owners unless another time is specified herein: (1) any condemnation loss or any casualty loss which affects a material portion of the Common Facilities; (2) notice of any default or delinquency in the payment of assessments for common expenses or any other charges owed by an Owner of a Lot subject to a mortgage held of record by such an Eligible Mortgage Holder, or any other default in the performance or payment of such an Owner of any obligation under this Declaration, the Bylaws or any rules and regulations of the Association, which delinquency or other default continues for a period of sixty (60) days, to the Eligible Mortgage Holder of the mortgage to which such Owner's Lot is subject; and (3) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders as specified in this Article. Upon written request of any Eligible Mortgage Holder, the Association will provide an audited financial statement of the Association for the preceding fiscal year. "Eligible Mortgage Holder" means the holder of record of a recorded first mortgage on a Lot which has delivered written notice to the Association stating its

name and address, the name and address of the Owner of the Lot, the identifying number of the Lot, and that such mortgage is a recorded first mortgage.

Section 8.4. Mortgagee Approval Rights: For purposes of this Section, where approval by a stated percentage of Eligible Mortgage Holders is required, such approval shall be based upon one (1) vote for each Lot on which a mortgage is held. The written consent or approval of at least fifty-one percent (51%) of the Eligible Mortgage Holders of Lots affected by such amendments shall be required to add or amend any material provisions of this Declaration or the Bylaws which establish, provide for, govern or regulate any of the following matters: (i) voting; (ii) assessments, assessment liens or subordination of such liens; or (iii) changes in responsibility for maintenance and repair of the Common Facilities or the addition, annexation or contraction of the Common Facilities or the addition, annexation or withdrawal of Common Facilities to or from the properties except as provided herein. An addition or amendment to the Declaration or Bylaws shall not be considered material if it is for the purposes of correcting technical errors. An Eligible Mortgage Holder who received written request to approve any additions or amendments which do not constitute either a material change to the Declaration or Bylaws or any amendment described in the preceding paragraph hereof who does not deliver to the requesting party a negative response within thirty (30) days after the giving of notice shall be deemed to have approved such request in writing.

ARTICLE 9. AMENDMENT

This Declaration may be amended as follows: (a) Before Any Conveyance: Prior to the conveyance of any Lot by the Declarant to a Lot Owner other than as security for an obligation, the Declarant shall have the right to amend and re-amend this Declaration in any manner that the Declarant may deem appropriate; and (b) After First Conveyance: This Declaration may be amended from time to time by Supplemental Declarations duly executed by the Association pursuant to a 75% in interest vote of the Owners allocated in accordance with their Proportionate Shares and with there being a total of 100 votes, provided, however, that no amendment shall modify, terminate or adversely affect any of the easement and easement rights set forth herein without approval in writing recorded in the Cumberland County Registry of Deeds of 100% of the Lot Owners. Any amendment shall not become effective until the recording of such amendment in the Cumberland County Registry of Deeds.

ARTICLE 10. GENERAL PROVISIONS

Section 10.1. Covenants to Run with Land: The covenants and restrictions set forth in this Declaration shall run with and bind the land, for the benefit of all property owned by Declarant and shall inure to the benefit of and be enforceable by Declarant, the Association or the Owner of any land subject to this Declaration, their respective successors and assigns.

Section 10.2. Notices: Any notice sent or required to be sent to any person under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person as shown on the records of Declarant or the Association, whichever is applicable, in writing of any change of ownership of the properties, the Owner's current address, and any failure of the Owner to receive an information from Declarant or the Association at the correct address of the Owner. The initial address for the Declarant and Association shall be:

605 Stevens Avenue Lot Owners Association
c/o Ocean View Management Company
20 Blueberry Lane
Falmouth, ME

Section 10.3. Enforcement: Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction brought by Declarant, any Lot Owner or the Association. Such action may include, but is not limited to, an action to restrain violation or to recover damages, or against the land to enforce any lien created by these covenants. Such action may seek any remedy available at law or in equity including specific performance. Failure by Declarant, the Association or any Owner to enforce any covenant or restriction herein contained in no event shall be deemed a waiver of the right to do so hereinafter.

Section 10.4. Arbitration: All claims, disputes and other matters in question between either Declarant or any Lot owner on the one hand, and the Association or any other Lot Owners, on the other, arising out of, or relating to this Declaration of the breach thereof, except for claims which specific provision is made herein for enforcement by court proceedings, shall be decided by arbitration in accordance with the Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and the judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with the other parties and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

Section 10.5. Beneficiaries of Easements, Rights and Privileges: The easements, licenses, rights and privileges established, created and granted by this Declaration shall be for the benefit of, and restricted solely to, Declarant, the Association and the Owners; but the same are not intended to create nor shall it be construed as creating any rights in or for the benefit of the general public.

IN WITNESS WHEREOF, it, the said Sea Coast at Baxter Woods Associates, LLC, has caused this instrument to be signed and sealed in its limited liability company name by John B. Wasileski, its Manager, thereunto duly authorized, this ____th day of _____ 2016.

WITNESS:

Sea Coast at Baxter Woods Associates, LLC

By: _____

Name: John B. Wasileski, Its Manager

STATE OF MAINE

COUNTY OF CUMBERLAND, ss.

_____, 2016

Then personally appeared the above named John B. Wasileski, Manager of said Limited Liability Company, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in her said capacity and the free act and deed of said Limited Liability Company, before me,

Attorney at Law/Notary Public

Exhibit A

Initial Proportionate Share of each Lot

Lot 2: $68,522/184,520$ or 37.14%

Lot 3: $115,998/184,520$ or 62.86%

Lot 4: 0

Draft

From: Kevin Bunker <bunker.kevin@gmail.com>
To: Tom Errico <thomas.errico@tylin.com>, rick licht <rlicht@securespeed.net...>
Date: 8/5/2015 2:27 PM
Subject: Parking Motherhouse

Tom and all,

A couple points on the parking:

We chose the comps the way we did for specific reasons. They are senior LIHTC projects in the market area, in a moderately dense but not entirely walkable location.

We can get you the raw data but the basic premise was a drive by survey on a weekday at 7 pm. I personally conducted the ones in Scarborough and Saco and Matt personally conducted the ones in Topsham and South Portland.

Park Danforth is not a comp. It is close to the Motherhouse but that's about it. It is a mix of assisted and independent living and the parking needs are totally different. See their site:

<http://parkdanforth.com/>

Residents drive less due to medical conditions, and there is also a significant staff component. We have independent apartments and thus no staff. Absent clarifying info I don't understand how that is a comp.

Deering Pavilion is less of a stretch. It is apartments but for a different demographic. It is a HUD project which means residents pay 30% of their income. In practice this means it serves persons of very low income, mostly from 0-30% AMI. There's also more of a handicapped focus there.

LIHTC on the other hand serves 50% and 60% AMI, thus our residents are making perhaps double or more what DP residents are. If you like we could do a drive by of DP but based on my experience we have already provided the comps that make the most sense.

I won't recite here all the data about seniors not having the cars that families do (which undercuts to a certain extent the argument that the parking requirement has already been lowered from 2; there is no scenario one could construct that could ever straight-face 2 cars/unit with this type of housing), since I think we all know them.

I'm struggling a bit with what else to provide and see another couple potential options worth discussing: 1) you could disregard our evidence as well as my (very informed) knowledge of this particular market in which I'm highly specialized, and recommend to the board we don't have enough, and we could make our case directly to the board; or 2) we could put the building on the National Register and avoid the parking requirement entirely, thus preserving the intent of that ordinance provision, the letter of which we don't comply with yet because the building has not yet been placed on the NR.

Is the fear is that the Bobbi Copes of the world are going to be on you if the board reduces parking a factor? I'm not suggesting that, but I would

understand it a little better if that was the case; as I said above right now I'm having trouble following the argument that we might not have enough. I seem to remember the board encouraging me multiple times on multiple projects to reduce, reduce, reduce parking, including, if I'm not mistaken, this one. We're trying to respond to not only the market but where city policy is going.

Either way I will talk to the team here shortly and if you have some additional thoughts I'm happy to give you a call to discuss, or we can do it by email.

Thanks
Kevin

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Kevin Bunker
Developers Collaborative
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Portland, ME 04101
(207) 766-1632
bunker.kevin@gmail.com <reading.lauraj@gmail.com>

Developers Collaborative <<http://www.developerscollaborative.com/>>.
Community-oriented smart growth real estate development. Like us on Facebook
<<https://www.facebook.com/DevelopersCollaborative>>.

Our latest project: Nathan Clifford Residences
<<http://www.nathancliffordresidences.com/>>. 2-3 BR apartments in a Portland historic school. 100% full in 3 months!

PARKING DATA TABLE COMPS - MOTHERHOUSE SENIOR HOUSING

Project & Location	Date	Time	By:	Parking Spaces Available	Occupied Spaces	Ave. Parking Ratio (%)
Osprey Circle - S. Portland (1)	7/7/2015		MT	48		
TOTAL/AVERAGE:					32	0.67
Bessey Commons - Scarborough			KB	60		
	7/20/2015	8:00 PM			29	
	7/22/2015	6:30 PM			37	
	7/23/2015	5:45 PM			39	
AVERAGE:					35	0.58
Riverlanding- Topsham (2)			MT	36		
	7/15/2015	7:45 PM			12	
	7/16/2015	7:30 PM			12	
AVERAGE:					12	0.48
Cascade Brook - Saco			KB	35		
	7/22/2015	7:30 PM			22	
	7/23/2015	7:00 PM			26	
AVERAGE:					24	0.69
Motherhouse Proposal - Portland Proposed	88			73	NA	0.83
NOTES:						
(1) Osprey Circle data from Property Management Co. based on # parking permits issued to residents.						
(2) River Landing has 36 units. Project only recently opened -25 units occupied -use as basis.						

PARKING COMPARISION TABLE - 1- MOTHERHOUSE SENIOR HOUSING (1)					
Project	No. Units	Parking Spaces Available	Occupied Spaces	Parking Ratio (%) (occupied sp/# units)	Parking Ratio (%) (occupied spaces/total spaces)
Osprey Circle - S. Portland	48	48	32	0.67	0.67
Bessey Commons - Scarborough	54	60	35	0.65	0.58
Riverlanding- Topsham (2)	25	36	12	0.48	0.48
Cascade Brook - Saco	30	35	24	0.80	0.69
Motherhouse Proposal - Portland Proposed	88	73	NA	NA	0.83
NOTES:					
(1) All projects are similar LIHTC Senior Housing Projects to the Motherhouse Project.					
(2) River Landing has 36 units. Project only recently opened -25 units occupied -use as basis.					
(3) Counts of used spaces conducted in evening peak parking conditions and/or through review of parking permits issued to residents.					

MOTHERHOUSE SENIOR HOUSING

605 Stevens Ave. | Portland, Maine
MAP 136, LOT E-6

APPLICATION FOR:
Site Plan Review

Consultants:

PROJECT MANAGER:

LICHT ENVIRONMENTAL DESIGN, LLC
35 Fran Circle
Gray, ME 04039
(207) 749-4924

LANDSCAPE ARCHITECT:

CARROLL ASSOCIATES
217 Commercial St. Suite 200
Portland, ME 04101
(207) 772-1552

CIVIL ENGINEER:

FAY SPOFFORD & THORNDIKE
778 Main Street, Suite 8
South Portland, ME 04106
(207) 775-1121

ARCHITECT:

ARCHETYPE ARCHITECTS
48 Union Wharf
Portland, ME 04101
(207) 772-6022

SURVEYOR:

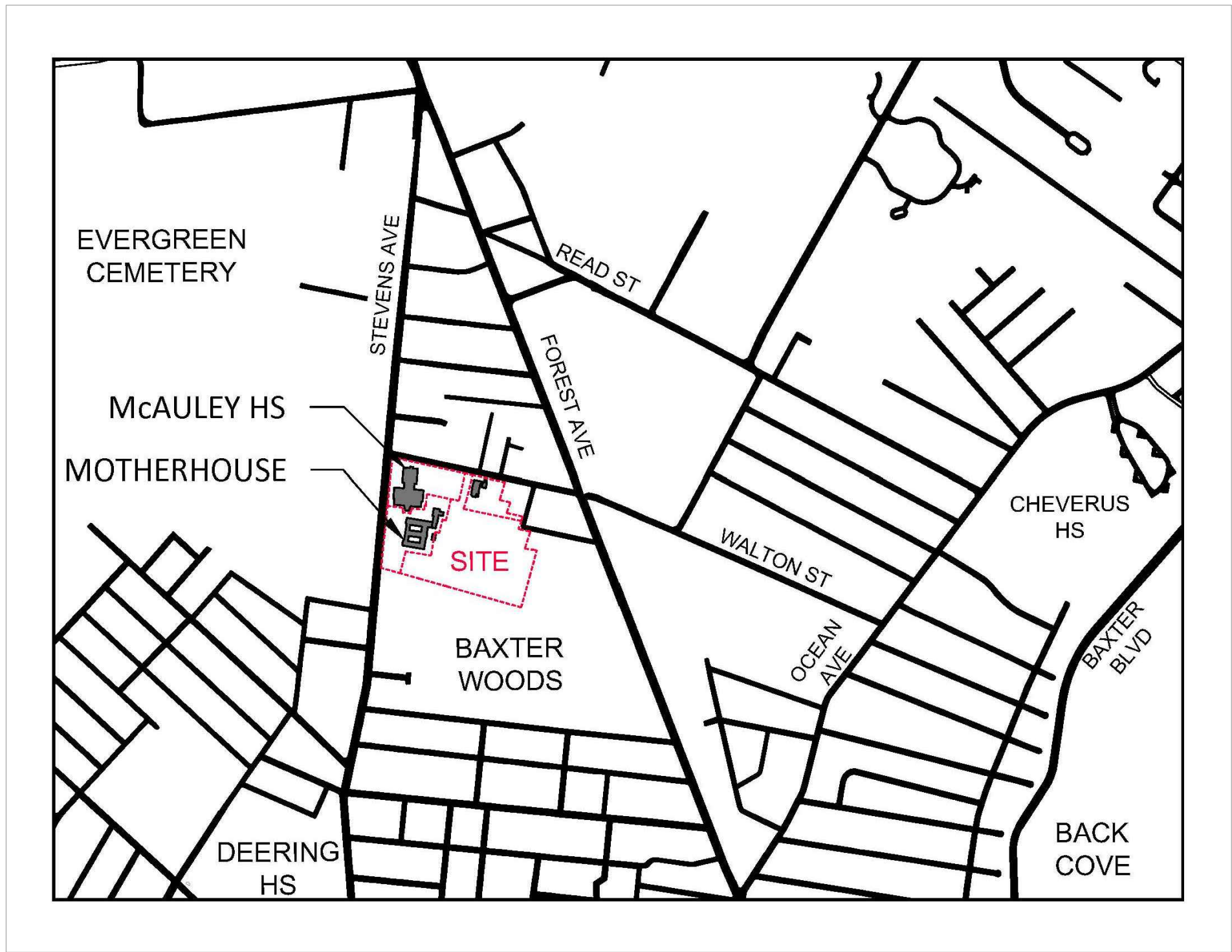
TITCOMB ASSOCIATES
133 Gray Road
Falmouth, ME 04105
(207) 797-9199

Owner / Applicant:

MOTHERHOUSE ASSOCIATES LP
100 COMMERCIAL STREET, SUITE 414
PORTLAND, ME 04101
207.772.7673
rlicht@securespeed.net

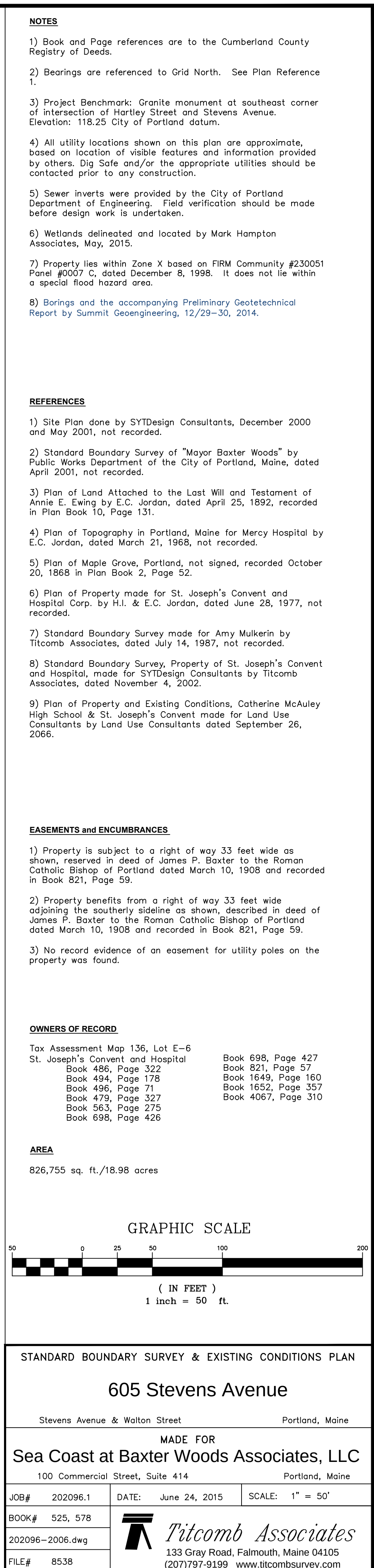
Index of Drawings:

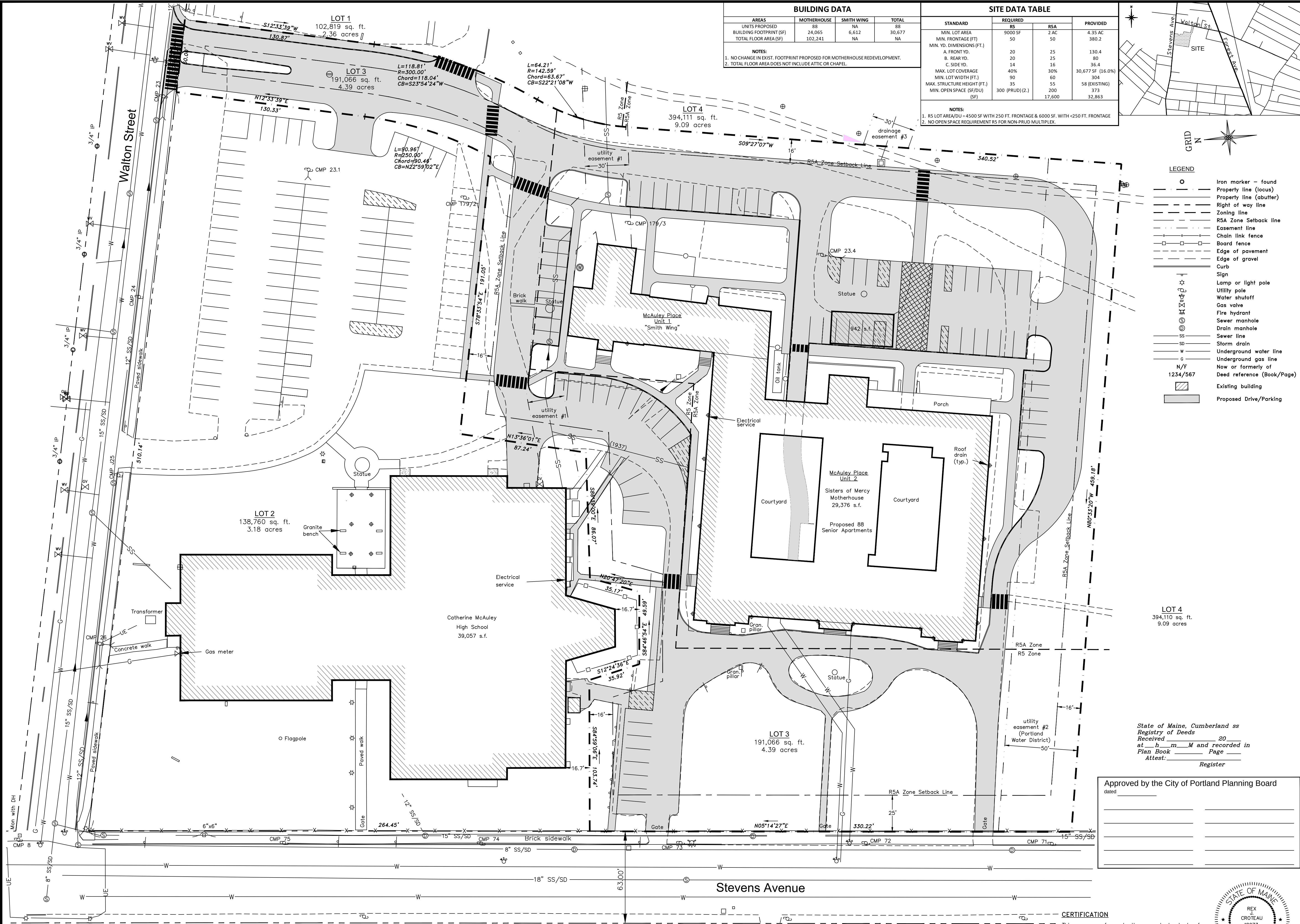
G1	TITLE / COVER SHEET
C1	EXISTING CONDITIONS
C2	OVERALL SUBDIVISION PLAN
C3	SECTIONAL SUBDIVISION PLAT
C4.0	SITE PLAN
C5.0	UTILITY PLAN
C6.0	GRADING, DRAINAGE & EROSION CONTROL PLAN
L1.0	TREE PRESERVATION PLAN
L2.0	LANDSCAPE PLAN
L3.0	LANDSCAPE DETAILS
C7.0	UTILITY DETAILS
C7.1	SITE DETAILS
C8.0	STORMWATER & EROSION CONTROL DETAILS
C8.1	EROSION CONTROL NOTES
C9.0	PRE-DEVELOPMENT WATERSHED PLAN
C9.1	POST-DEVELOPMENT WATERSHED PLAN
E0.0	LIGHTING PHOTOMETRIC PLAN
A1.01	GROUND FLOOR PLAN
A1.02	FIRST FLOOR PLAN
A1.03	SECOND FLOOR PLAN
A1.04	THIRD FLOOR PLAN
A1.05	FOURTH FLOOR PLAN
A2.01	SOUTH ELEVATION
A2.02	WEST ELEVATION
A2.03	EAST ELEVATION
A2.04	NORTH ELEVATION
A2.05	ELEVATIONS



LOCATION MAP

N.T.S





BUILDING DATA			
AREAS	MOTHERHOUSE	SMITH WING	TOTAL
UNITS PROPOSED	88	NA	88
BUILDING FOOTPRINT (SF)	24,065	6,612	30,677
TOTAL FLOOR AREA (SF)	102,241	NA	NA

SITE DATA TABLE			
STANDARD	REQUIRED		PROVIDED
	R5	R5A	
MIN. LOT AREA	9000 SF	2 AC	4.35 AC
MIN. FRONTAGE (FT.)	50	50	380.2
MIN. YD. DIMENSIONS (FT.)			
A. FRONT YD.	20	25	130.4
B. REAR YD.	20	25	80
C. SIDE YD.	14	16	36.4
MAX. LOT COVERAGE	40%	30%	30.6775% (16.0%)
MIN. LOT WIDTH (FT.)	90	60	304
MAX. STRUCTURE HEIGHT (FT.)	35	55	58 (EXISTING)
MIN. OPEN SPACE (SF/DU)	300 (PRUD) (2.)	200	373
		17,600	32,863

NOTES:
1. R5 LOT AREA/DU = 4500 SF WITH 250 FT. FRONTAGE & 6000 SF. WITH <250 FT. FRONTAGE
2. NO OPEN SPACE REQUIREMENT R5 FOR NON-PRUD MULTIFLEX



- LEGEND
- Iron marker - found
 - Property line (locus)
 - Property line (abutter)
 - Right of way line
 - Zoning line
 - R5A Zone Setback line
 - Easement line
 - Chain link fence
 - Board fence
 - Edge of pavement
 - Edge of gravel
 - Curb
 - Sign
 - Lamp or light pole
 - Utility pole
 - Water shutoff
 - Gas valve
 - Fire hydrant
 - Sewer manhole
 - Drain manhole
 - Sewer line
 - Storm drain
 - Underground water line
 - Underground gas line
 - Now or formerly of
 - Deed reference (Book/Page)
 - Existing building
 - Proposed Drive/Parking

- NOTES
- Book and Page references are to the Cumberland County Registry of Deeds.
 - Bearings are referenced to Grid North. See Plan Reference 1.
 - All utility locations shown on this plan are approximate, based on location of visible features and information provided by others. Dig Safe and/or the appropriate utilities should be contacted prior to any construction.
 - Property lies within Zone X based on FIRM Community #230051 Panel #0007 C, dated December 8, 1998. It does not lie within a special flood hazard area.
 - This Plan for Lot 3 - of the Motherhouse Senior Apartments has been prepared pursuant to the City of Portland Land Use Code Article IV, Subdivisions, § 14-495(h.) Sectional Recordings, for the re-development of the former St. Joseph's Convent (the Motherhouse) into 88 senior apartments.
 - The "Motherhouse" and connected "Smith Wing" are collectively to be established as a condominium under the Maine Condominium Act, Title 33 Chapter 31 Maine Revised Statutes entitled McAuley Place, the Motherhouse being Unit 1 and the Smith Wing being Unit 2 of said condominium. Approval of this plan creates an 88 unit subdivision of Unit 1 only and does not proposed to subdivide Unit 2.
 - Lot 3 is shown on the approved 4 lot subdivision plan entitled "605 Stevens Avenue", made for Sea Coast at Baxter Woods Associates, LLC prepared by Titcomb Associates, Plan Sheet C2 dated June 24, 2015 and recorded in the CCRD Plan Bk _____ Page _____ on Date _____. All relevant conditions of that plan and approval shall apply to Lot 3.
 - Approval of this Sectional Plan includes by reference the accompanying Site Plans entitled Motherhouse Senior Living, prepared by Carroll Associates, et al, dated _____ and approved by the Portland Planning Board on _____.
 - Lot 3 lies within the R5 Residential and R5A Residential zones.

- REFERENCES
- Site Plan done by SYTDesign Consultants, December 2000 and May 2001, not recorded.
 - Standard Boundary Survey of "Mayor Baxter Woods" by Public Works Department of the City of Portland, Maine, dated April 2001, not recorded.
 - Plan of Land Attached to the Last Will and Testament of Annie E. Ewing by E.C. Jordan, dated April 25, 1892, recorded in Plan Book 10, Page 131.
 - Plan of Topography in Portland, Maine for Mercy Hospital by E.C. Jordan, dated March 21, 1968, not recorded.
 - Plan of Maple Grove, Portland, not signed, recorded October 20, 1868 in Plan Book 2, Page 52.
 - Plan of Property made for St. Joseph's Convent and Hospital Corp. by H.I. & E.C. Jordan, dated June 28, 1977, not recorded.
 - Standard Boundary Survey made for Amy Mulkerin by Titcomb Associates, dated July 14, 1987, not recorded.
 - Standard Boundary Survey, Property of St. Joseph's Convent and Hospital, made for SYTDesign Consultants by Titcomb Associates, dated November 4, 2002.
 - Plan of Property and Existing Conditions, Catherine McAuley High School & St. Joseph's Convent made for Land Use Consultants by Land Use Consultants dated September 26, 2066.
 - Plan of Catherine McAuley High School & St. Joseph's Convent made for 605 Stevens Avenue Senior Apartments by Titcomb Associates dated June 24, 2015.

EASEMENTS AND ENCUMBRANCES

1) No record evidence of an easement for utility poles on the property was found.

AREA

191,066 sq. ft./4.39 acres

OWNERS OF RECORD

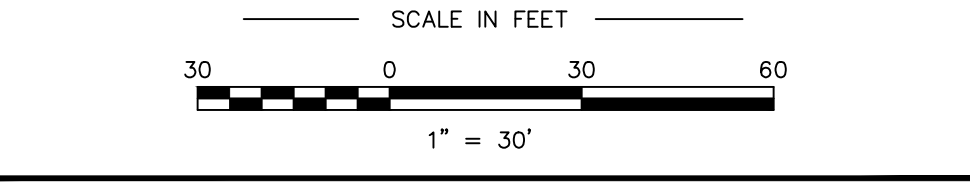
Tax Assessment Map 136, Lot E-6	
St. Joseph's Convent and Hospital	
Book 486, Page 322	Book 698, Page 427
Book 494, Page 178	Book 821, Page 57
Book 496, Page 71	Book 1649, Page 160
Book 479, Page 327	Book 1652, Page 357
Book 563, Page 275	Book 4067, Page 310
Book 698, Page 426	

State of Maine, Cumberland ss
Registry of Deeds
Received _____ 20____
at _____ m _____ and recorded in
Plan Book _____ Page _____
Attest: _____ Register

Approved by the City of Portland Planning Board

dated _____

_____	_____
_____	_____
_____	_____
_____	_____



PLAN OF LOT 3

Sectional Subdivisional Plat

Motherhouse - 88 Units

Stevens Avenue Portland, Maine

MADE FOR

Motherhouse Associates LP

100 Commercial Street-Suite 414 Portland, Maine

JOB#	202096.1	DATE:	June 24, 2015	SCALE:	1" = 30'
BOOK#	525, 578				
	202096-2015-MH.dwg				
FILE#	8538				

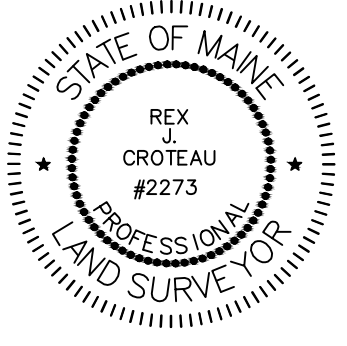
Titcomb Associates

133 Gray Road, Falmouth, Maine 04105
(207)797-9199 www.titcombsurvey.com

CERTIFICATION

This survey conforms to the current standards of practice set forth by the Maine State Board of Licensure for Land Surveyors.

Rex J. Croteau, P.L.S. #2273



Sheet C3

1. ALL WORK SHALL CONFORM TO THE APPLICABLE CODES AND ORDINANCES.
2. EXISTING CONDITIONS BASED ON TOPOGRAPHIC SURVEY COMPLETED BY OWEN HASKELL, INC. MAY 7, 2013. FIELD CONDITIONS MAY VARY SLIGHTLY FROM WHAT IS DEPICTED ON THE PLANS.
3. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD PRIOR TO CONSTRUCTION. ANY UNUSUAL CONDITIONS SHALL BE IMMEDIATELY REPORTED TO THE ATTENTION OF THE OWNER.
4. CONTRACTOR SHALL CLEAN AND REMOVE DEBRIS AND SEDIMENT DEPOSITED ON PUBLIC STREETS, SIDEWALKS, ADJACENT AREAS, OR OTHER PUBLIC WAYS DUE TO CONSTRUCTION.
5. CONTRACTOR SHALL PROTECT EXISTING STRUCTURES, PHYSICAL FEATURES, AND MAINTAIN SITE STABILITY DURING CONSTRUCTION. CONTRACTOR SHALL RESTORE ALL AREAS TO ORIGINAL CONDITION AND AS DIRECTED.

605 Stevens Avenue, Portland - Residential Density Computations Lots 3 & 4					V10		06-23-15 LED			
Parcel ID (BASED ON 06-24-15 UPDATED SITE PLAN)	Gross Acreage (Ac.)	RSA ESTIMATED N/A DEDUCTS per 14-47 as AMENDED		06	LOT AREA IN RSA (APPLY DEDUCTS)		LOT AREA IN RS5 (NO DEDUCTS)			
		15-15			Mother House Lot	Lot 4 (Fields)	Mother House Lot	Lot 4 (Fields)		
		Gross Area (ac.)			3	1	3	1		
		(6.4)			115,538	311,533	75,528	82,577		
Lot 1 St. Catherine's Lot 2 McAuley HS Lot 3 Motherhouse Lot 4 Fields/Stevens Ave. Total Acreage	2.36	Deducts:								
	3.18	A. Exist. watercourses			0	0	NA	NA		
	4.39	B. Wetlands (as defined)			0	54,341	NA	NA		
	9.05	C. 25% slopes			0	19,827	NA	NA		
	18.98	Deducts Total:			0	74,168	NA	NA		
NET LAND AREA (Gross Ac. - Deducts) (sq)					115,538	237,365	75,528	82,577		
					2.65	5.45	1.73	1.90		
MULTIPLEX UNITS PERMITTED					72	148	16	13		
TOTAL LOT 3					88					
TOTAL LOT 4					161					
GRAND TOTAL LOTS 3 & 4					249					

SITE DATA TABLE			
STANDARD	REQUIRED		PROVIDED
	RS	RSA	
MIN. LOT AREA	9000 SF	50	4,35 AC.
MIN. FRONTAGE (FT)		2.40	380.2
MIN. Y.D. DIMENSIONS (FT.)			
A. FRONT Y.D.	20	25	130.4
B. REAR Y.D.	20	25	80
C. SIDE Y.D.	14	16	36.4
MAX. LOT COVERAGE	40%	300	30,677 SF (16.0%)
MIN. LOT WIDTH (FT.)	90	60	304
MAX. STRUCTURE HEIGHT (FT.)	35	55	58 (EXISTING)
MIN. OPEN SPACE (SF/DU)	300 (PRUD) (2.)	200	373
		17,600	32,863

4500 SF WITH 250 FT. FRONTAGE & 6000 SF. WITH <250 FT. FRONTAGE
EQUIPMENT RE FOR NON-BUILD MULTIPLE

STANDARD	REQUIRED	PROVIDED
AUTOMOBILES (1SP/UNIT) [3.1, 2.]		
REGULAR	88	64
HC		9
TOTAL	88	73 (RATIO PROVIDED 0.83 SP/UNIT)
BICYCLE (1 SP/5 UNITS) [3.]	35	36

NOTES:

1. LAND USE CODE § 14-332.2 (b) PROVIDES NO MORE THAN 1 SP/UNIT AFFORDABLE HSNG.
2. SITE PLAN ARTICLE V § 14-526 (a) 4. - PARKING TO BE DETERMINED BY PLANNING BD.
3. BICYCLE STANDARD: ARTICLE V § 14-526 (a) 4.b. - INSIDE AND OUTSIDE BIKE AREAS PROVIDED

AREAS	MOTHERHOUSE	SMITH WING	TOTAL
UNITS PROPOSED	88	NA	88
BUILDING FOOTPRINT (SF)	24,065	6,612	30,677
TOTAL FLOOR AREA (SF)	102,241	NA	NA

NOTES:

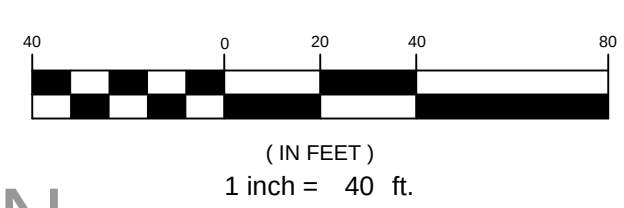
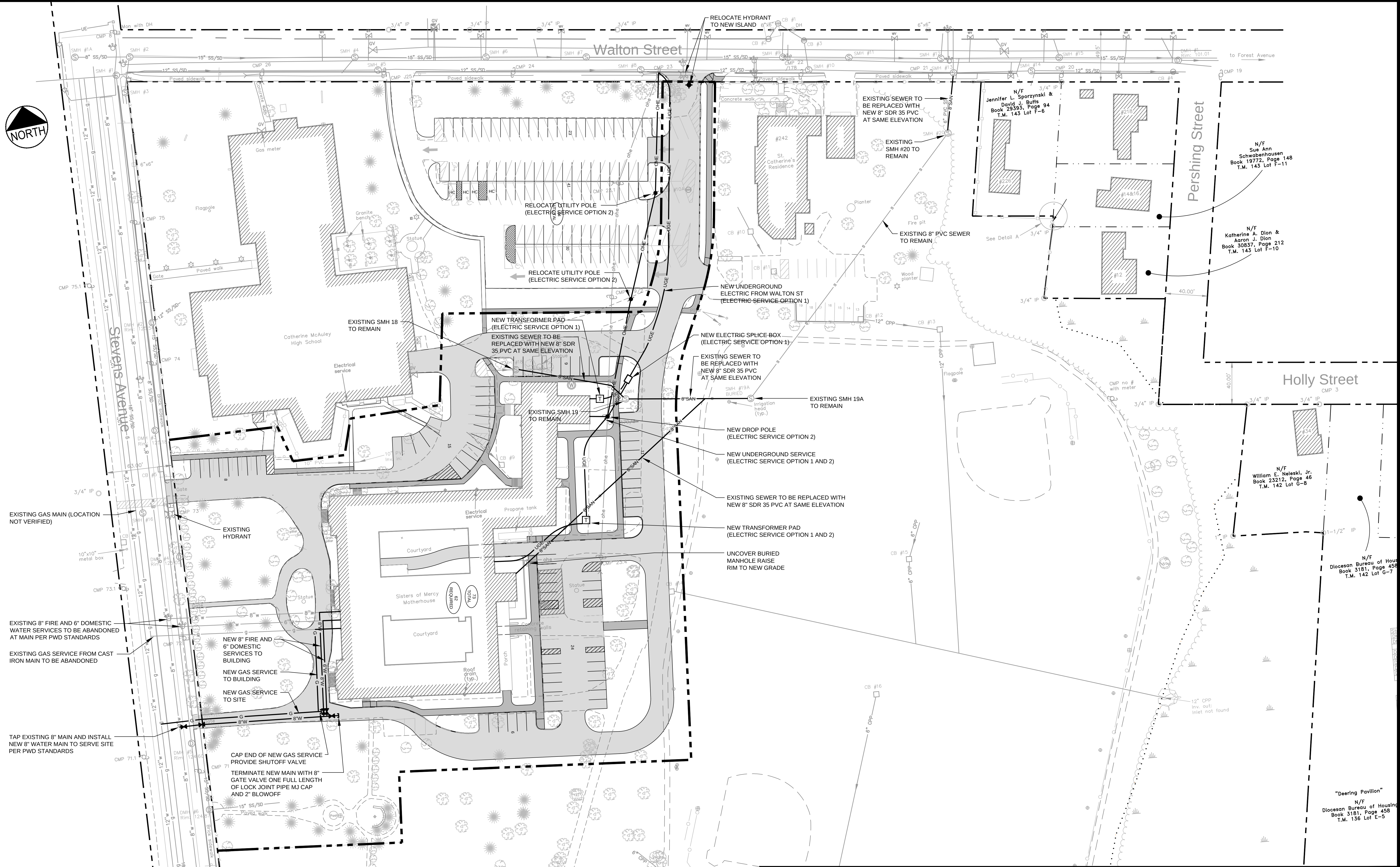
1. NO CHANGE IN EXIST. FOOTPRINT PROPOSED FOR MOTHERHOUSE REDEVELOPMENT.
2. TOTAL FLOOR AREA DOES NOT INCLUDE ATTIC OR CHAPEL.

(EXISTING)	(PROPOSED)
 PROPERTY LINE	 PROPERTY LINE
 DECIDUOUS TREE (preserved)	 ZONE BOUNDARY
 EVERGREEN TREE (preserved)	 DECIDUOUS TREE
 SHRUBS (preserved)	 EVERGREEN TREE
 EDGE OF PAVING	 SHRUBS
 BUILDING OUTLINE	 BIT CONC (ROADWAY)
 POLE LIGHT	 BIT CONC (SIDEWALK)
 FIRE HYDRANT	 SPECIAL PAVING
 DRAIN MH	 RAINGARDEN
 SEWER MH	 GROUND COVER
 UTILITY POLE	 EDGE OF PAVING
 SIGN	 CURB
 CATCH BASIN	 CROSSWALK STRIPING
 CAST IRON FENCE	 POLE LIGHT
 CHAIN LINK FENCE	 TRAFFIC SIGNAGE

C

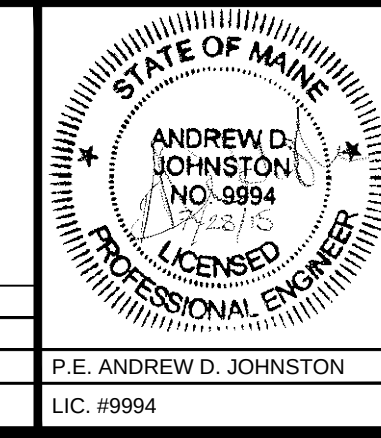
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C4.0



PRELIMINARY - NOT FOR CONSTRUCTION

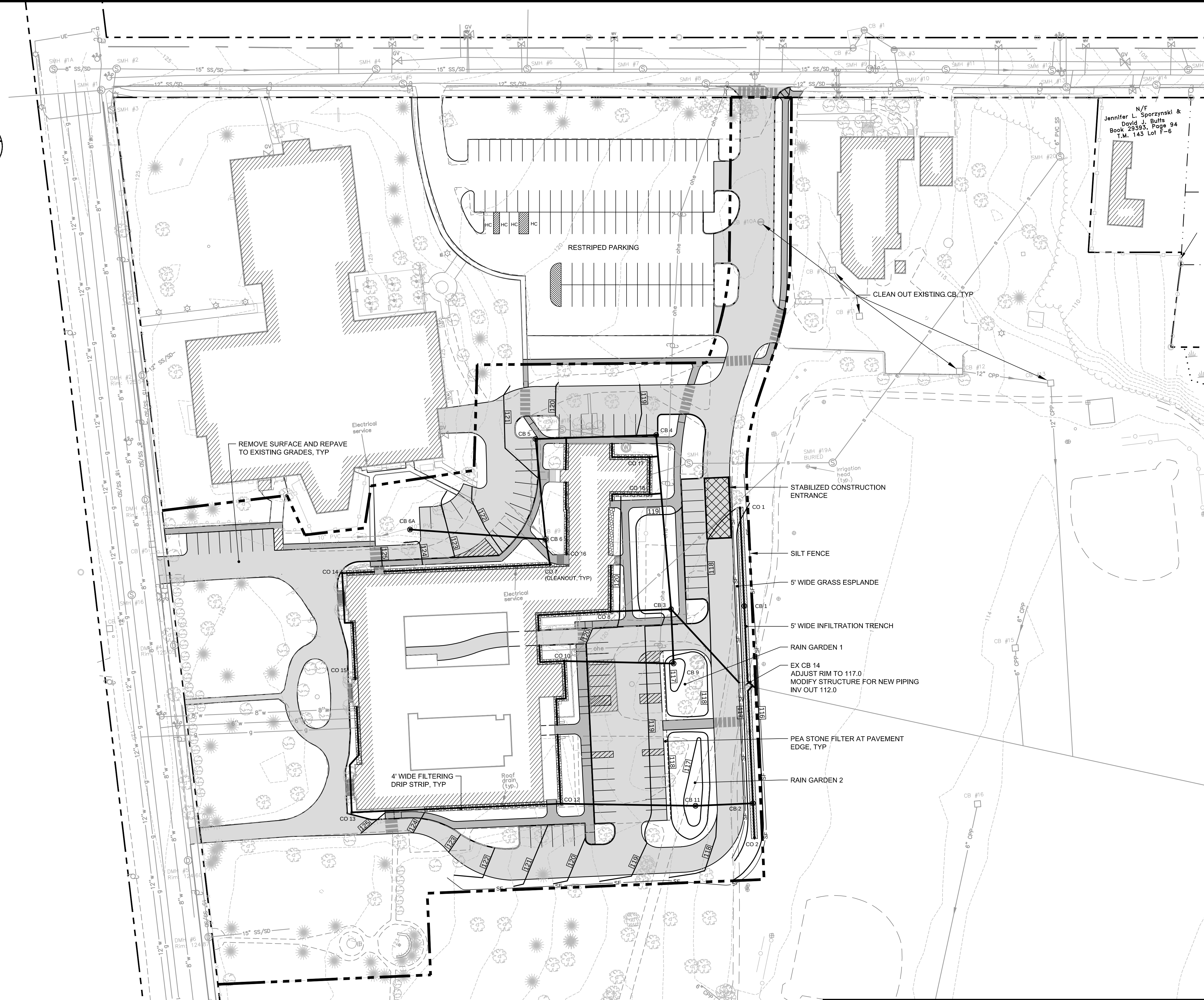
REV	DATE	DESCRIPTION
2	07.28.15	REISSUED FOR SITE PLAN REVIEW
1	06.24.15	ISSUED FOR SITE PLAN REVIEW



PROJECT	MOTHERHOUSE SENIOR HOUSING
SHEET TITLE	UTILITY PLAN
CLIENT	MOTHERHOUSE ASSOCIATES LP

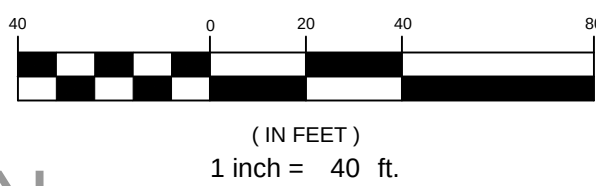
**FAY, SPOFFORD & THORNDIKE**
ENGINEERS • PLANNERS • SCIENTISTS
778 MAIN ST, SUITE 8, SOUTH PORTLAND, ME 04106

DRAWN: DED	DATE: JUNE 2015
DESIGNED: ADJ	SCALE: 1" = 40'
CHECKED: ADJ	JOB NO. SP-M162
FILE NAME: SP-M162 UTILITY	
SHEET	C5.0



MOTHERHOUSE DRAIN SCHEDULE						
STRUCTURE	RIM	INV IN	DIR	INV OUT	SUMP	SIZE
NEW CB 11	117.50	114.68	W	113.50	111.50	2'ID
NEW CB 2	116.50	113.20	W	112.98	110.50	2'ID
		113.02	S			
NEW CB 6A	122.50	N/A	N/A	117.00	116.50	2'ID
NEW CB 6	120.00	115.96	W	115.50	114.00	2'ID
		115.90	S			
NEW CB 5	120.40	114.86	S	114.66	111.66	4'ID
NEW CB 4	118.50	113.66	W	113.56	110.56	4'ID
NEW CB 9	117.50	114.68	W	114.50	112.50	2'ID
NEW CB 3	118.50	112.70	N	112.60	109.60	4'ID
		114.14	S			
		115.00	W			
NEW CB 1	116.50	112.86	SE	112.82	110.50	2'ID
EX CB 14	117.00	112.09	NW	112.00	109 (EX)	4'ID
		112.50	S			
		112.50	N			
PIPE FROM	PIPE TO	LENGTH	SLOPE	US INV	DS INV	SIZE
CO 12	NEW CB 11	110	0.012	116.00	114.68	6"PVC
NEW CB 11	NEW CB 2	20	0.015	113.50	113.20	8"PVC
CO 7	NEW CB 6	20	0.005	116.00	115.90	6"PVC
NEW CB 6A	NEW CB 6	104	0.01	117.00	115.96	8"PVC
NEW CB 6	NEW CB 5	80	0.008	115.50	114.86	8"PVC
NEW CB 5	NEW CB 4	100	0.01	114.66	113.66	8"PVC
NEW CB 4	NEW CB 3	143	0.006	113.56	112.70	10"HDPE
CO 10	NEW CB 9	88	0.015	116.00	114.68	6"PVC
NEW CB 9	NEW CB 3	45	0.008	114.50	114.14	8"PVC
CO 8	NEW CB 3	50	0.01	115.50	115.00	6"PVC
NEW CB 3	EX CB 14	85	0.006	112.60	112.09	12"HDPE
NEW CB 2	EX CB 14	96	0.005	112.98	112.50	8"PVC PERF

PRELIMINARY - NOT FOR CONSTRUCTION



3072815REISSUED FOR SITE PLAN REVIEW

2072415ADDED CLEANOUT LABELS

1062415ISSUED FOR SITE PLAN REVIEW

REVDATEDESCRIPTION

REVISIONS

STATE OF MAINE
ANDREW D. JOHNSTON
NOI 9994
LICENSED PROFESSIONAL ENGINEER

P.E. ANDREW D. JOHNSTON
LIC. #9994

PROJECTMOTHERHOUSE SENIOR HOUSING

SHEET TITLEGRADING, DRAINAGE AND EROSION CONTROL PLAN

CLIENTMOTHERHOUSE ASSOCIATES LP

FST
100 YEARS

FAY, SPOFFORD & THORNDIKE
ENGINEERS • PLANNERS • SCIENTISTS
778 MAIN ST, SUITE 8, SOUTH PORTLAND, ME 04106

DRAWN: DEDDATE: JUNE 2015

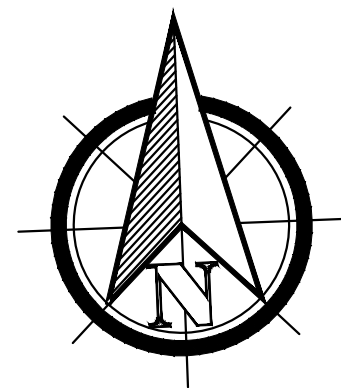
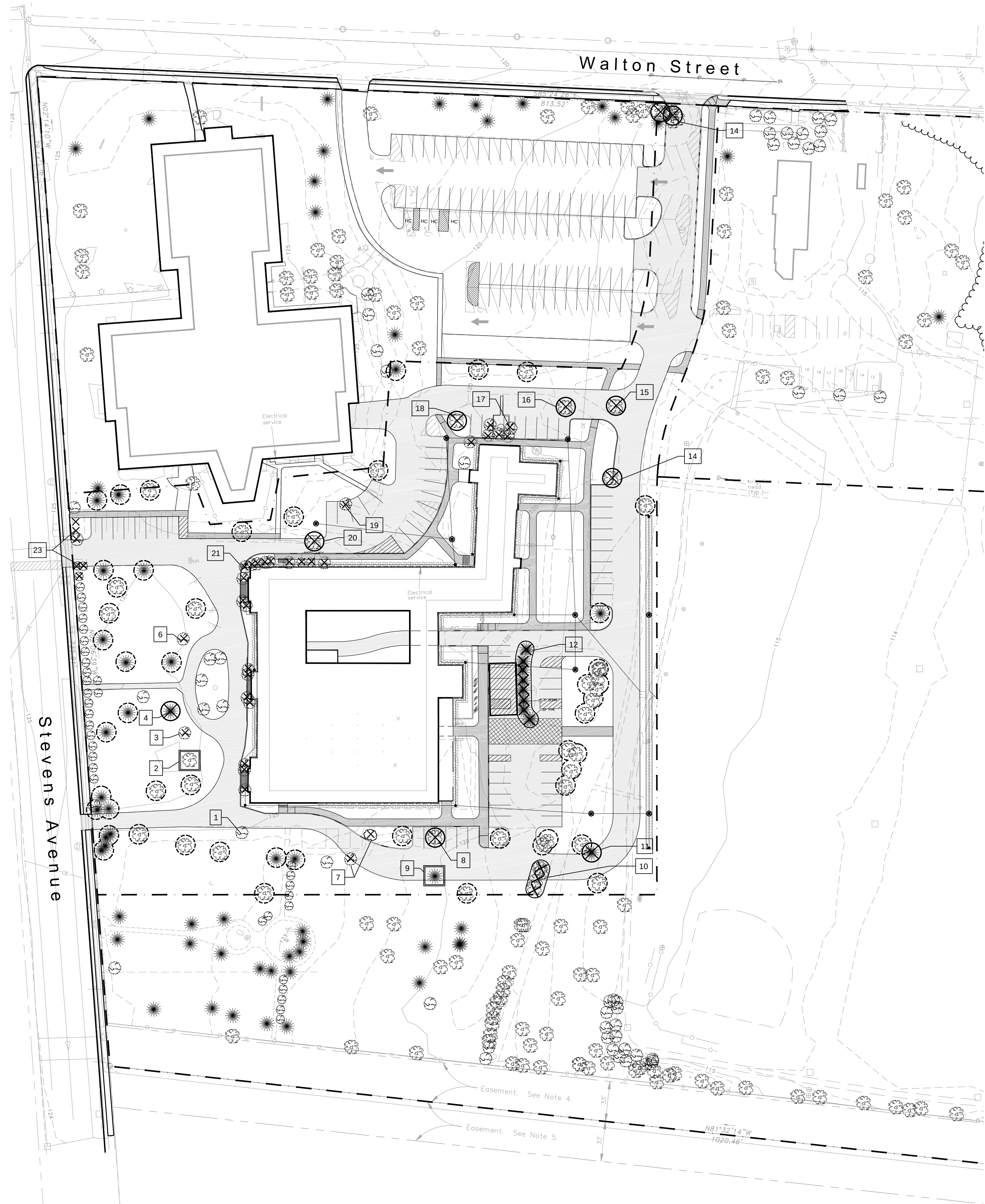
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CHECKED: ADJJOB NO. SP-M162

FILE NAME: SP-M162 GRADING

SHEETC6.0

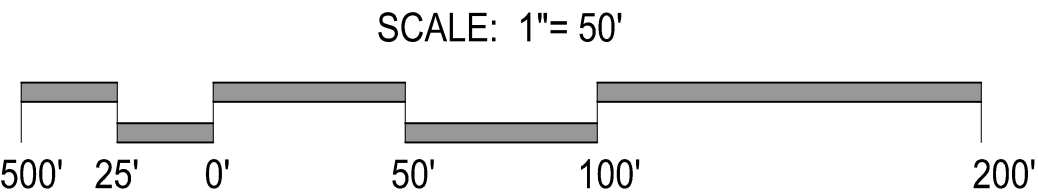
R:\SP-M162-McAuley Place - Motherhouse - Portland, ME\Cadd\Permit Set\dwg\SP-M162 GRADING.dwg fillee_p 7/30/2015 2:41 PM



TREE REMOVAL ANALYSIS			
SYM	NOTES	SIZE / TYPE	REMOVE Y / N
1	SCRAPPY HONEYSUCKLE - MAY WANT TO REMOVE	8" DEC	Y
2	PRUNE	4" V	N
3	DEAD SHRUB W/ INVASIVES GROWING IN IT	5" DEC	Y
4	SPRUCE IN BAD SHAPE	10" CON	Y
6	SHRUB IN POOR CONDITION W/ INVASIVES GROWING IN IT	5" DEC	Y
7	SHRUBS TO BE REMOVED	DEC	Y
8	OAK TREE TO BE REMOVED FOR DEVELOPMENT	28" DEC	Y
9	SPRUCE TO BE REMOVED AND RELOCATED	3" CON	Y
10	(3) OAK TO BE REMOVED FOR DEVELOPMENT	18",18",12" DEC	Y
11	HEMLOCK TO BE REMOVED FOR DEVELOPMENT	10"	Y
12	(8) EVERGREEN TREES TO BE REMOVED (1 PINE, 7 CEDAR)	(1) 20", (7) 7"	Y
14	MAPLES IN POOR SHAPE TO BE REMOVED FOR DEVELOPMENT	24" DEC	Y
15	NORWAY MAPLE W/ SOME TRUNK ROT TO BE REMOVED FOR DEVELOPMENT	15" DEC	Y
16	NORWAY MAPLE TO BE REMOVED	24" DEC	Y
17	6 SHRUBS TO BE REMOVED (5 YEWS, 1 LILAC)	5' HT +/-	Y
18	CRABAPPLE TO BE REMOVED	5" DEC	Y
19	LILAC SHRUB TO BE RMOVED	5' HT +/-	Y
20	PURPLE NORWAY MAPLE	26" DEC	Y
21	(19 SHRUBS) REMOVE ALL FOUNDATION PLANTING SHRUBS, MOSTLY YEWS	3-4' HT	Y
22	5 DECIDUOUS OAK TREES TO BE REMOVED	12", 12",12", 20",14"	Y
23	HEDGE TO BE REMOVED FOR SITE VISIBILITY	6' CON	Y

- NOTES:
- ALL TREES TO BE PRESERVED SHALL BE PROTECTED WITHIN APPROVED FENCING OR BARRIERS AT THE EXISTING DRIPLINE, SEE DETAIL 1, SHEET L3.0
 - NO EQUIPMENT OR MATERIALS SHALL BE PLACED OR STORED WITHIN THE PROTECTED DRIPLINE AREA OF PRESERVED TREES
 - ALL TREES TO BE PRESERVED SHALL BE MONITORED ON A REGULAR BASIS FOR SIGNS OF STRESS OR OTHER IMPACT DUE TO CONSTRUCTION AND APPROPRIATE TREE CARE SHALL BE INITIATED IMMEDIATELY.
 - OWNER SHALL RETAIN A LICENSES ARBORIST TO PREPARE A TREE CARE PROGRAM FOR ALL PRESERVED TREES TO INCLUDE PRE, DURING AND POST CONSTRUCTION MANAGEMENT
 - TREE MANAGEMENT SHALL CONSIST OF SELECT PRUNING, WATERING, FERTILIZATION, AND AERATION AS REQUIRED AND SPECIFIED TO EACH TREE SPECIES.

LEGEND:		
(EXISTING)	(PROPOSED)	(TREE REMOVAL)
PROPERTY LINE	PROPERTY LINE	TREE TO BE REMOVED
DECIDUOUS TREE (preserved)	ZONE BOUNDARY	GROUP OF TREES TO BE REMOVED
EVERGREEN TREE (preserved)	DECIDUOUS TREE	SHRUB TO BE REMOVED
SHRUBS (preserved)	EVERGREEN TREE	TREE TO BE PRUNED OR RELOCATED
EDGE OF PAVING	SHRUBS	TREES TO BE PRESERVED
BUILDING OUTLINE	BIT CONC (ROADWAY)	
POLE LIGHT	BIT CONC (SIDEWALK)	
FIRE HYDRANT	SPECIAL PAVING	
DRAIN MH	RAINGARDEN	
SEWER MH	GROUNDCOVER	
UTILITY POLE	EDGE OF PAVING	
SIGN	CURB	
CATCH BASIN	CROSSWALK STRIPING	
CAST IRON FENCE	POLE LIGHT	
CHAIN LINK FENCE	TRAFFIC SIGNAGE	



APPLICANT:

MOTHERHOUSE ASSOCIATES LP
100 COMMERCIAL STREET
SUITE 414
PORTLAND, ME 04101
207.772.7673

MOTHERHOUSE SENIOR HOUSING

Project:	Description	Date	Revisions
	SUBMISSION TO CITY	07/28/2015	1

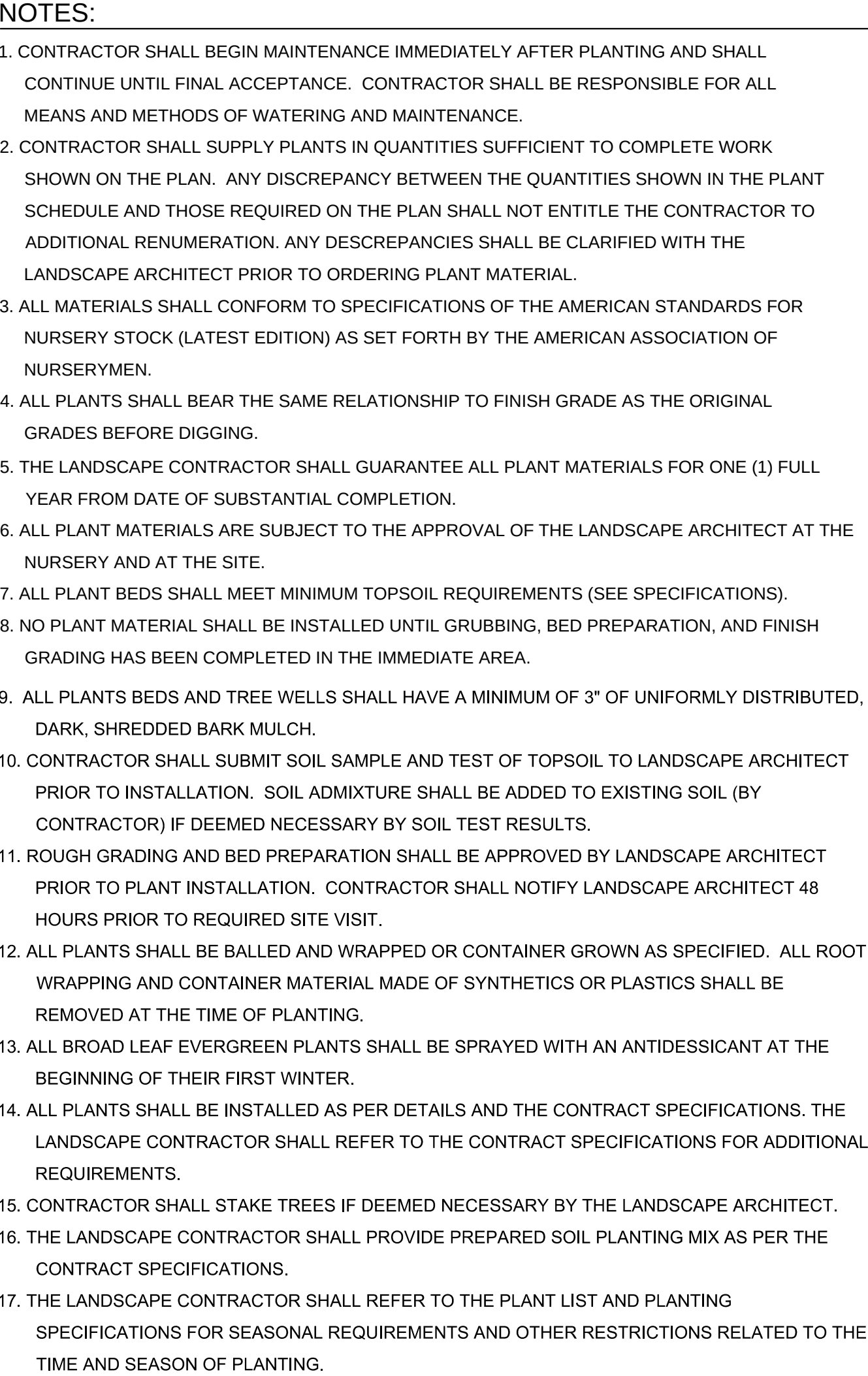
TREE PRESERVATION PLAN

Phase: PERMITTING



DATE: JUNE 24, 2015

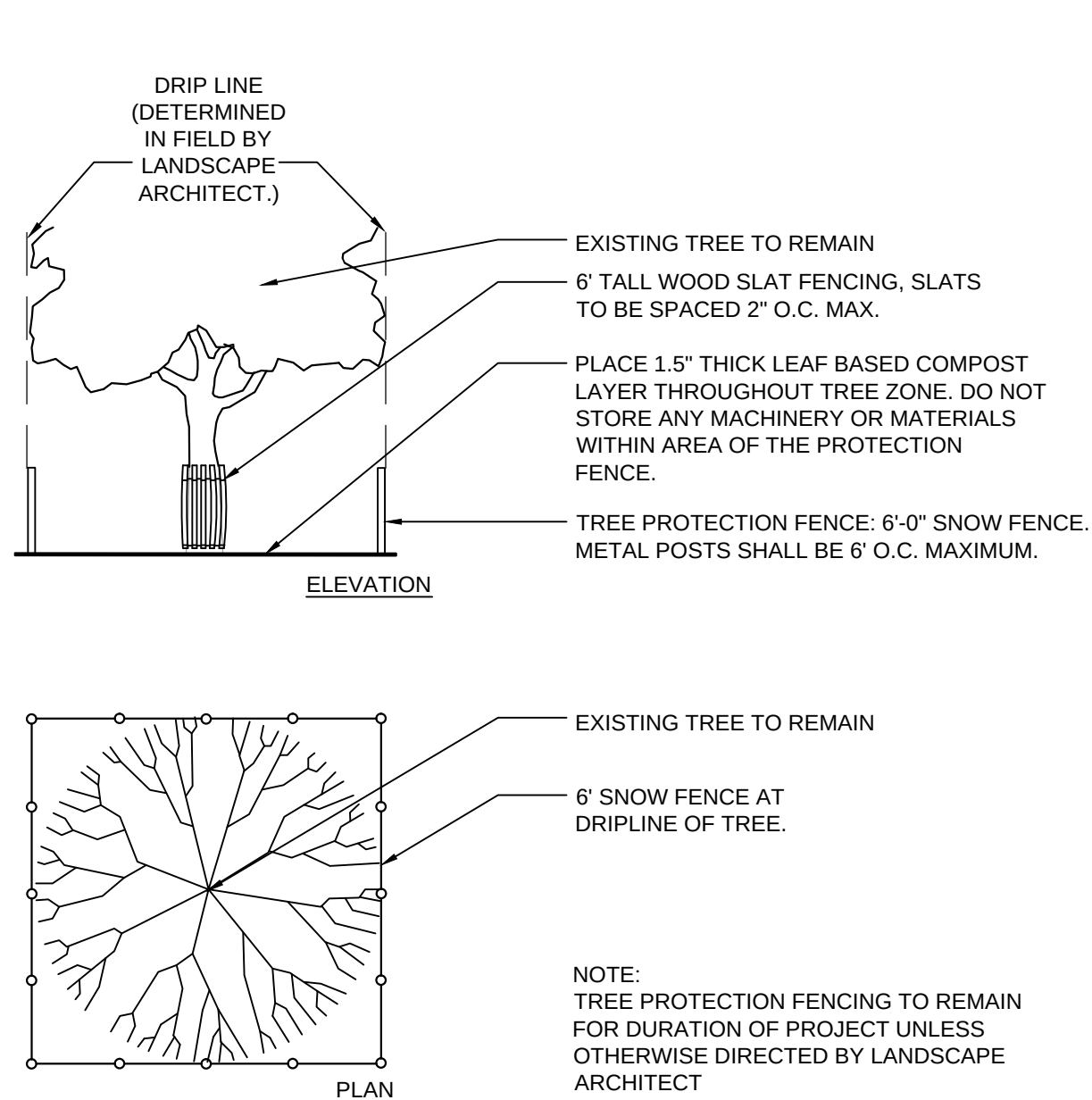
SHEET NO: L1.0



(EXISTING)	(PROPOSED)
PROPERTY LINE	PROPERTY LINE
DECIDUOUS TREE (preserved)	ZONE BOUNDARY
EVERGREEN TREE (preserved)	DECIDUOUS TREE
SHRUBS (preserved)	EVERGREEN TREE
EDGE OF PAVING	SHRUBS
BUILDING OUTLINE	BIT CONC (ROADWAY)
POLE LIGHT	BIT CONC (SIDEWALK)
FIRE HYDRANT	SPECIAL PAVING
DRAIN MH	RAINGARDEN
SEWER MH	GROUNDCOVER
UTILITY POLE	EDGE OF PAVING
SIGN	CURB
CATCH BASIN	CROSSWALK STRIPING
CAST IRON FENCE	POLE LIGHT
CHAIN LINK FENCE	TRAFFIC SIGNAGE

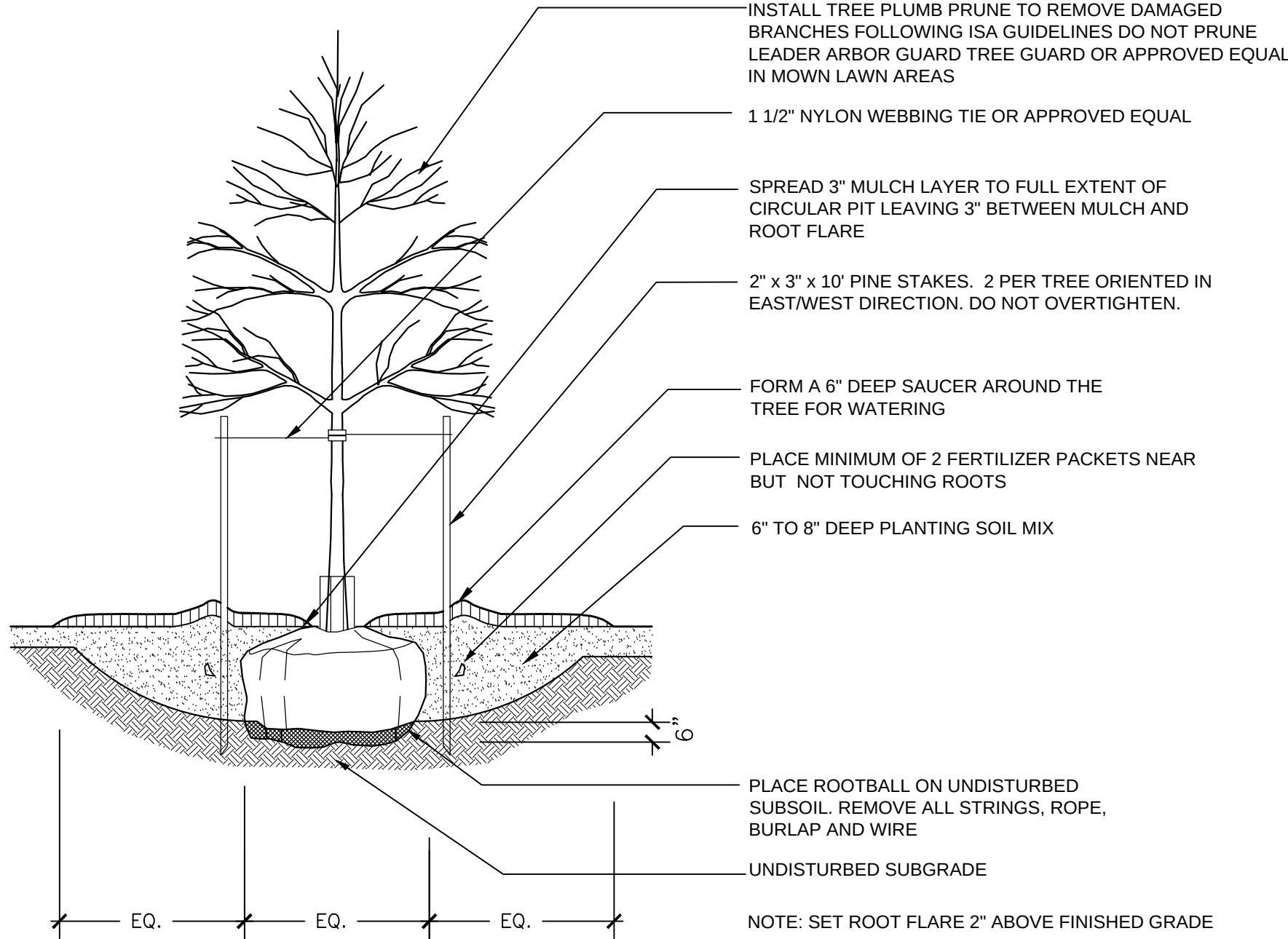
PLANT LIST SHRUBS, GROUNDCOVERS, GRASSES					
QTY	SYM	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS
34	CA	<i>Clethra alnifolia</i> 'September Beauty'	Sweet Pepperbush	# 7	CONT
14	FG	<i>Fothergilla gardenii</i>	Dwarf Fothergilla	# 7	CONT
5	HI	<i>Hamelis intermedia</i> 'Arnold Promise'	Witchhazel	4-5'	B&B
13	HQ	<i>hydrangea quercifolia</i> 'Ruby Slipper' ¹¹	Oakleaf Hydrangea	# 5	CONT
20	IG	<i>Ilex Galabra</i> 'Densa'	Densa Inkberry	# 7	CONT
615	LS	<i>Liriope spicata</i>	Creeping Liriope	1 qt	CONT 12" O.C.
0	MD	<i>microbiota decussata</i>	Siberian Carpet Cypress	#3	CONT 24" O.C.
0	RA	<i>rhus aromatica</i> 'Glo-Low'	Fragrant Sumac	#2	CONT 24" O.C.
13	VP	<i>Viburnum p.t. 'Shasta'</i>	Shasta Doublefile Viburnum	4-5'	B&B

PLANT LIST - RAIN GARDEN MIX								
QUANTITY	SYB.	BOTANICAL NAME	COMMON NAME	Wet	Moist	Mesic	Dry	Size
36		<i>andropogon scoparius</i>	Little Bluestem			X	X	# 3
26		<i>deschampsia cespitosa</i>	Tufted Hair Grass		X	X		# 3
18		<i>cornus sericea 'farrow'</i>	Arctic Fire Dogwood	X	X	X		# 5
18		<i>vaccinium corybosum</i>	Highbush Blueberry		X	X		# 5
60		<i>iris versicolor</i>	Blue Flag Iris	X	X			# 1
60		<i>aster novae-angliae</i>	New England Aster		X	X	X	# 1
30		<i>eupatorium fistulosum</i>	Joe Pye Weed		X	X		# 1
60		<i>rudbeckia fulgida</i>	black-eyed susan		X	X		# 1
60		<i>echinacea purpurea</i>	Purple Coneflower		X	X		# 1



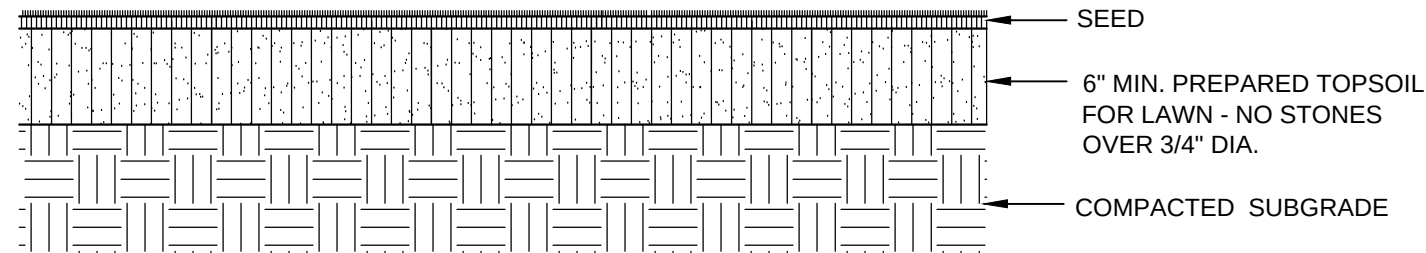
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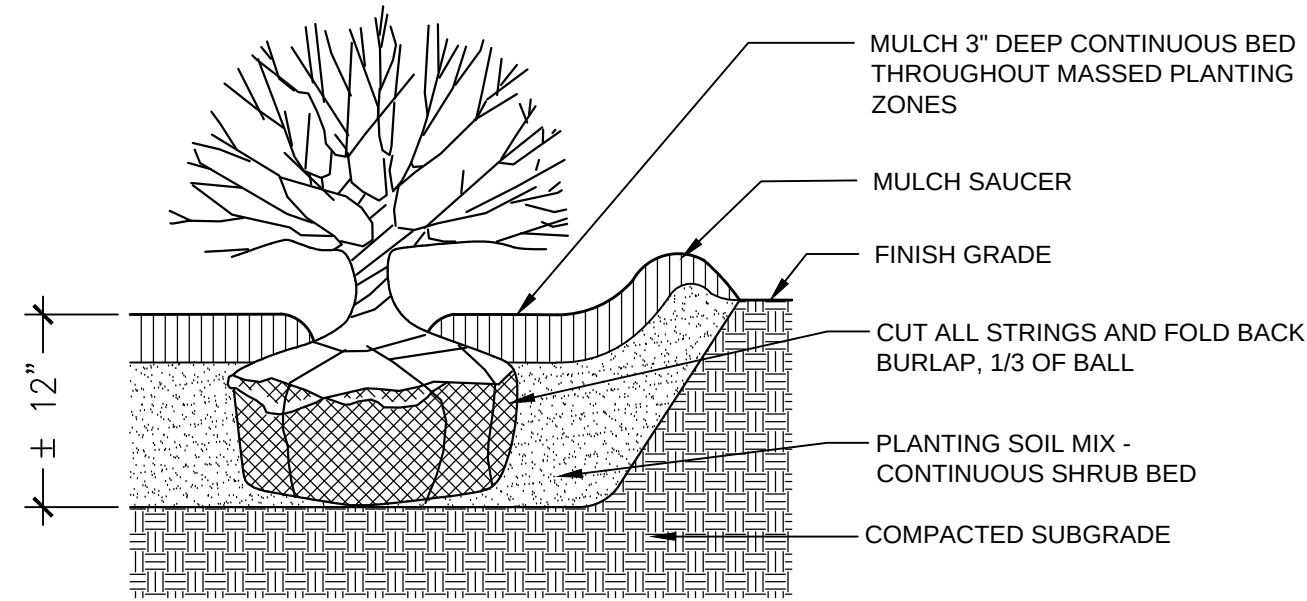
2 TREE PLANTING

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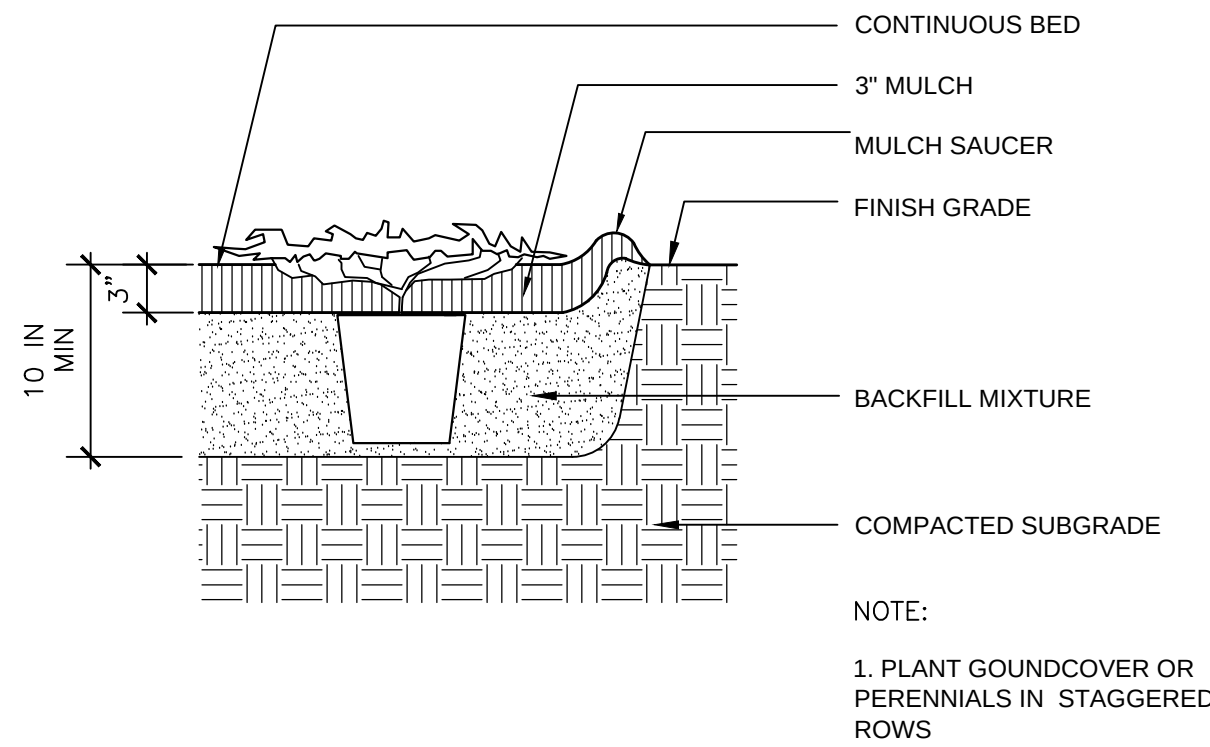
3 LAWN

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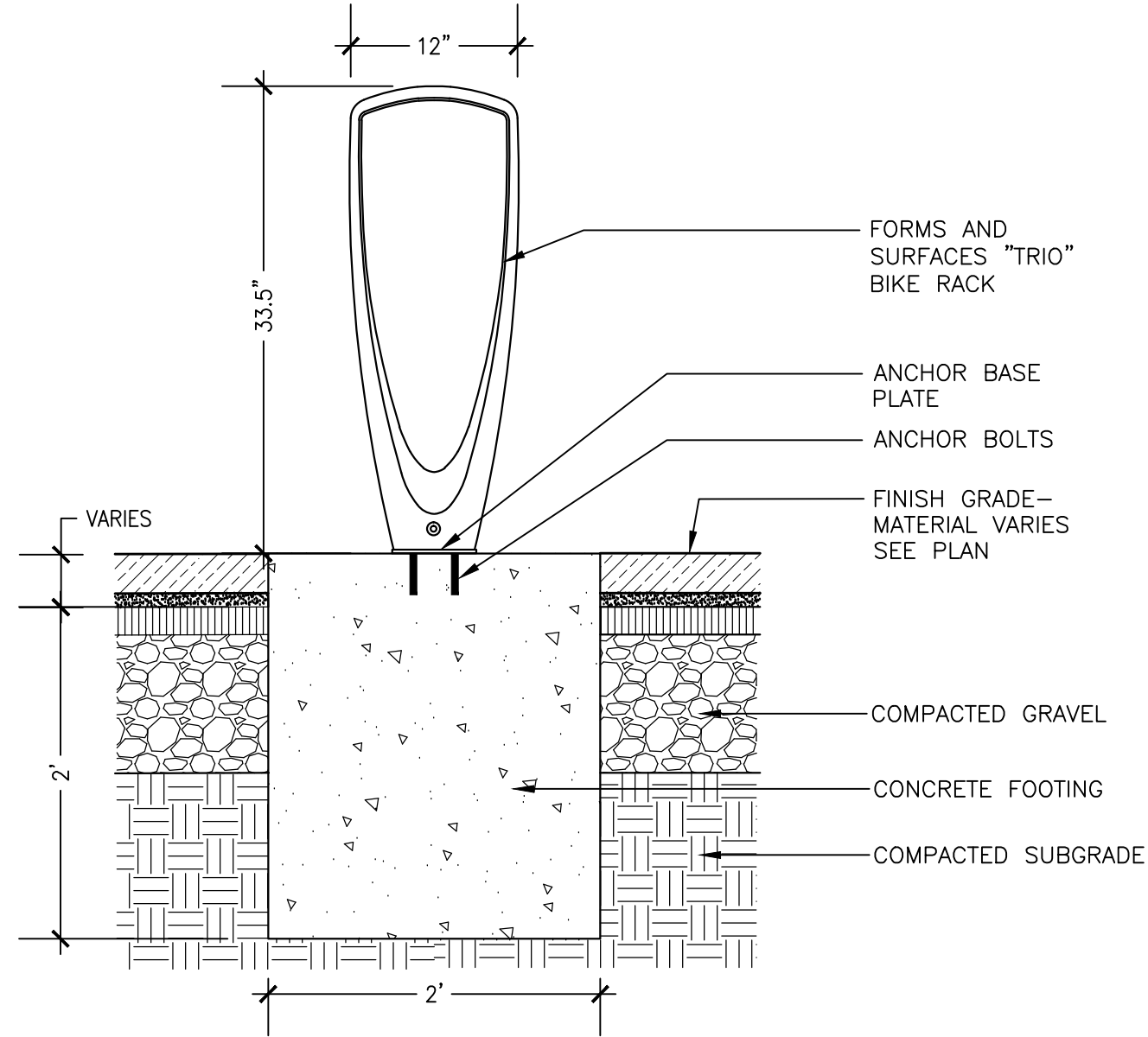
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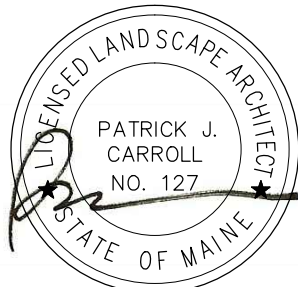
5 GROUNDCOVER PLANTING

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6 BIKE RACK

SCALE: 1"=1'-0"



APPLICANT:

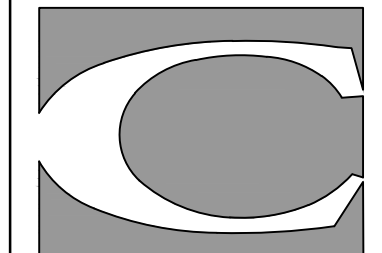
MOTHERHOUSE ASSOCIATES LP
100 COMMERCIAL STREET
SUITE 414
PORTLAND, ME 04101
207.772.7673

Project: **MOTHERHOUSE SENIOR HOUSING**

Revisions	Date	Description
1	07/28/2015	SUBMISSION TO CITY

Scale: AS NOTED
Approved By: P.C.
Drawn By: E.K.
Phase: **LANDSCAPE DETAILS**

PERMITTING

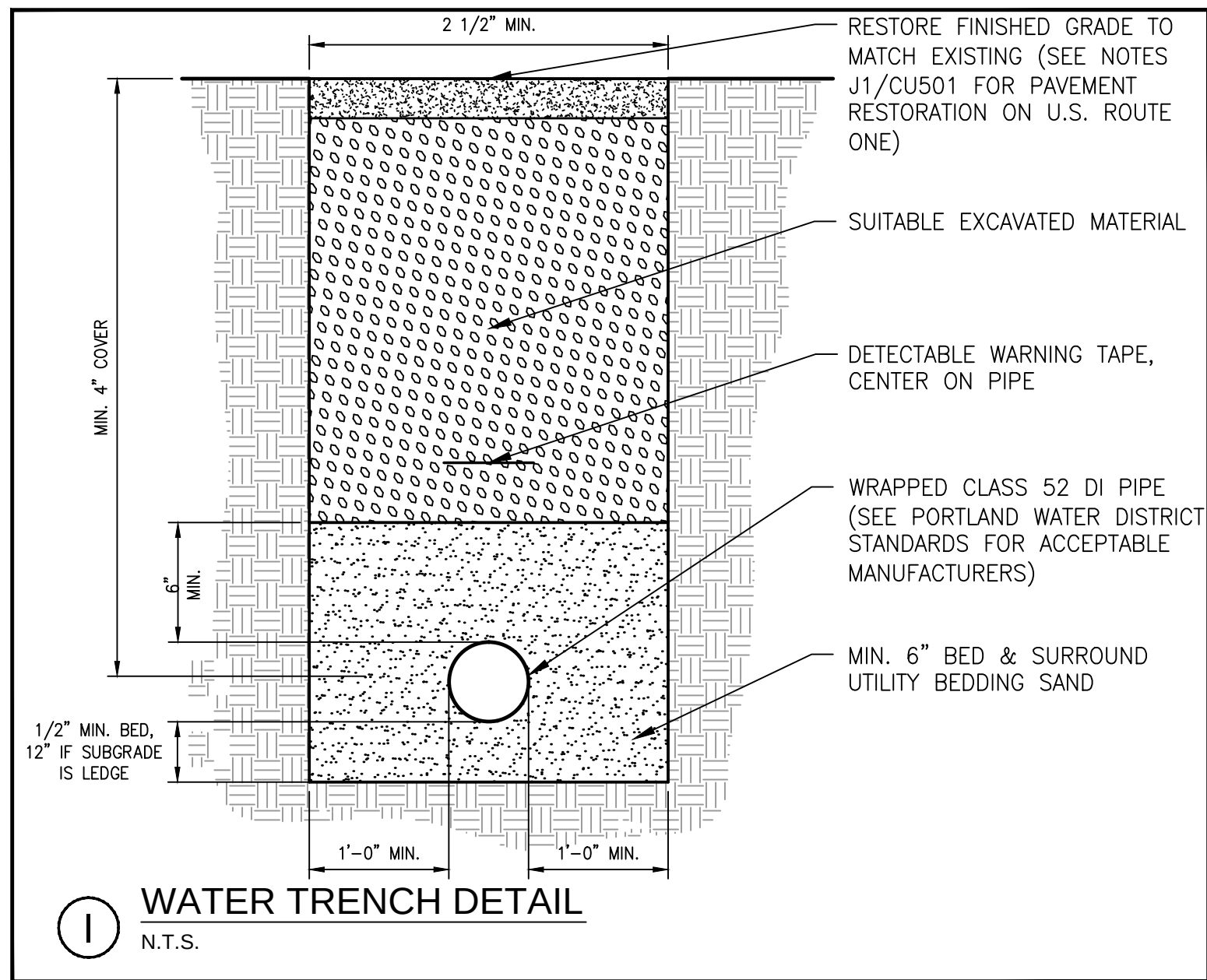
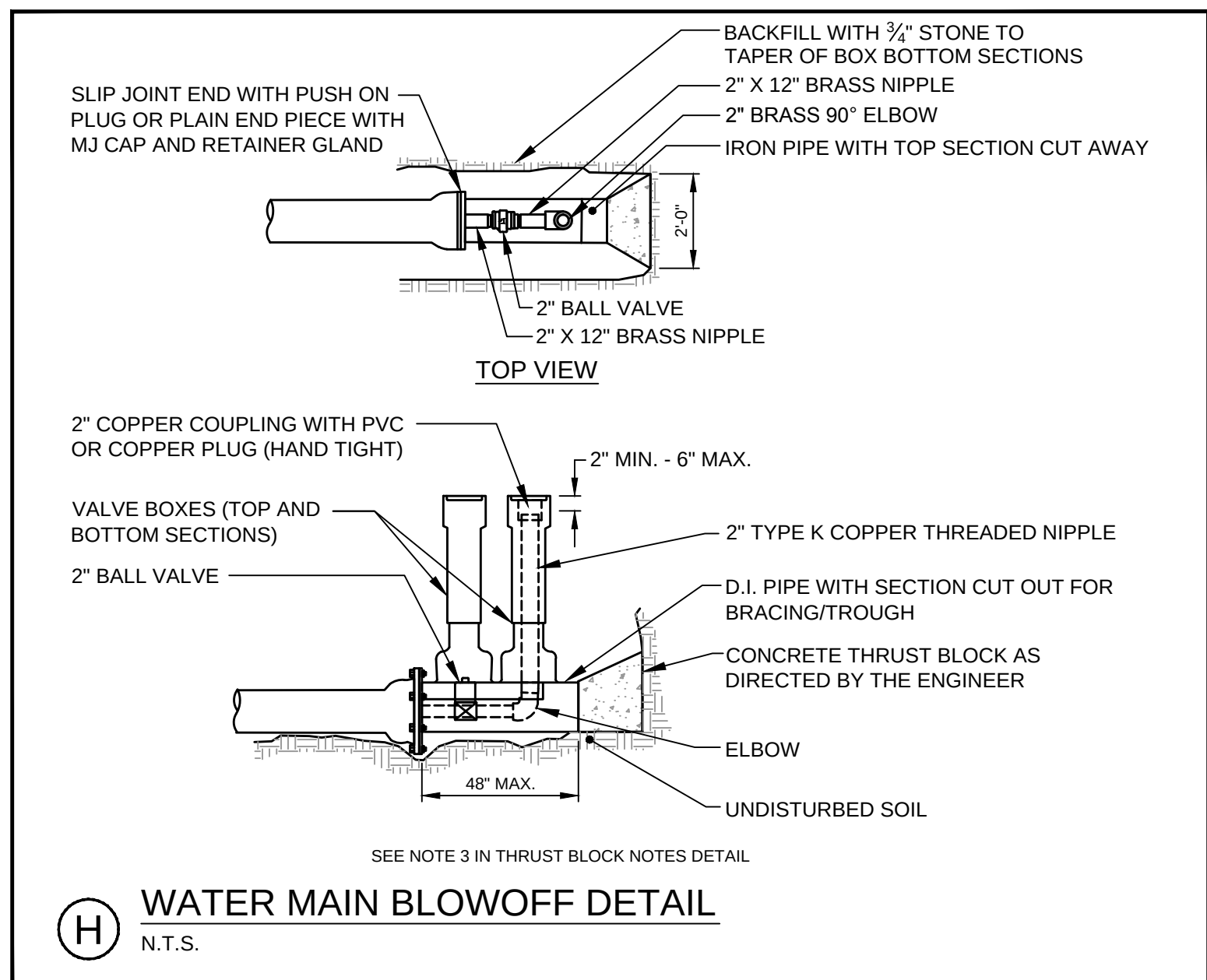
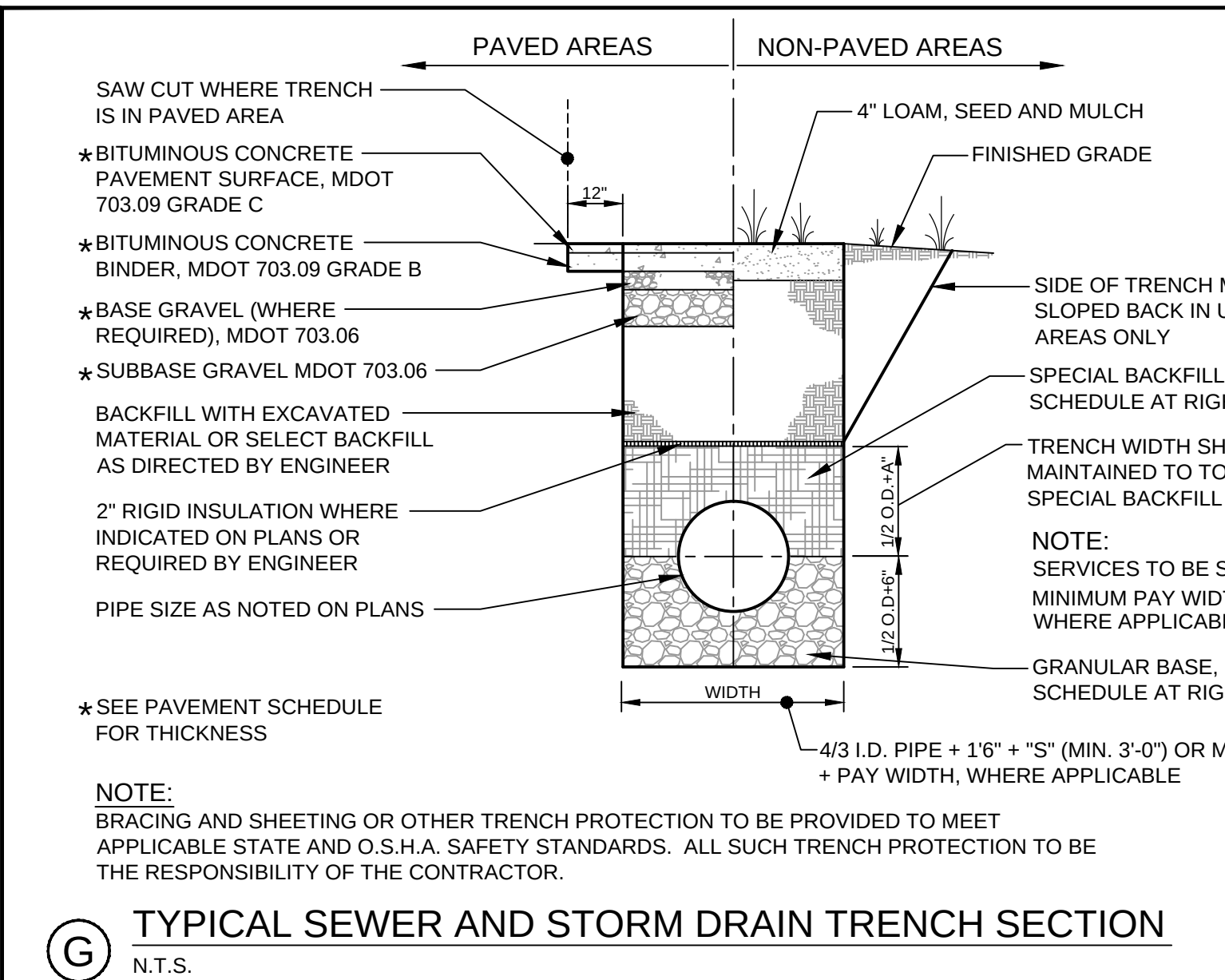
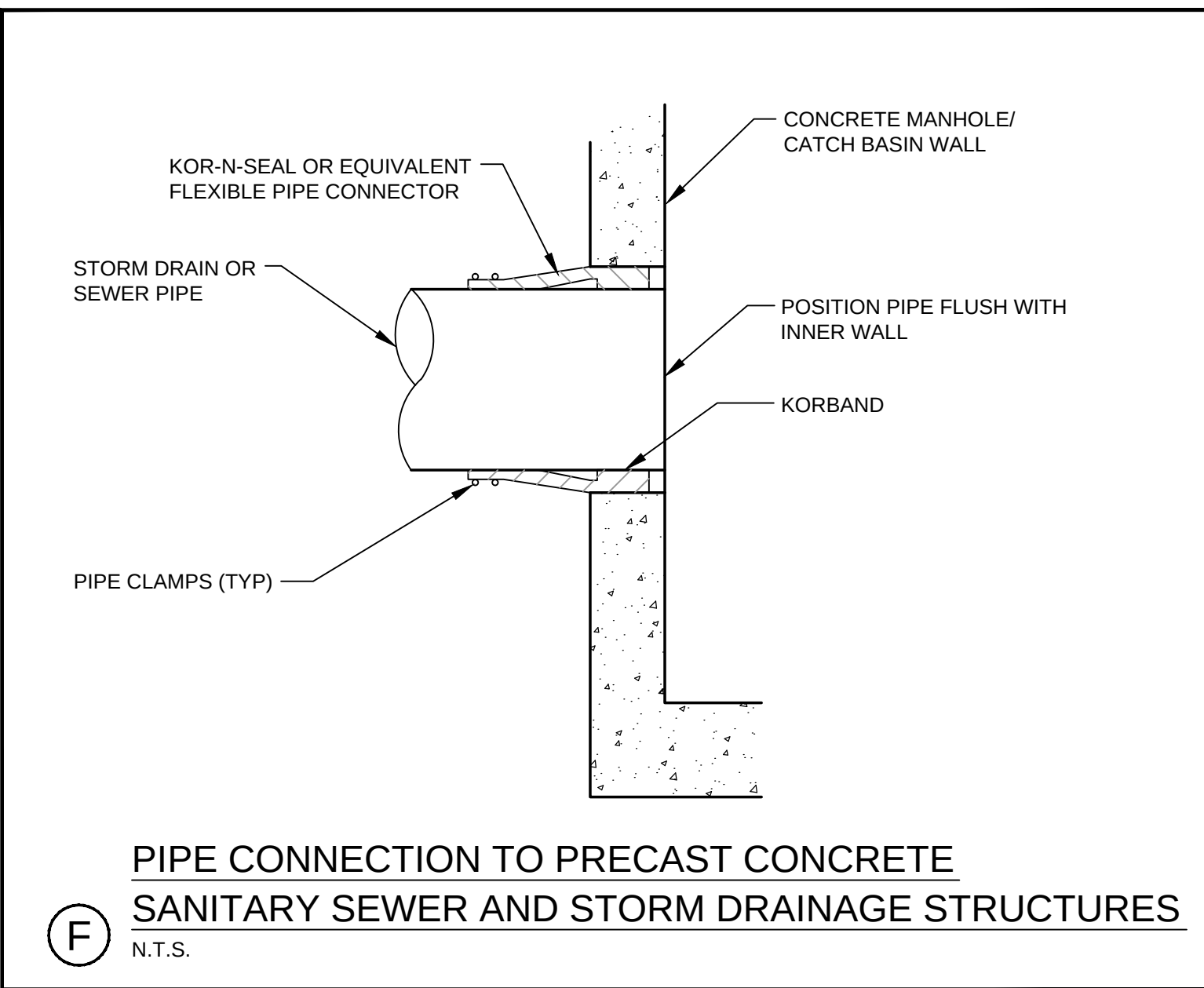
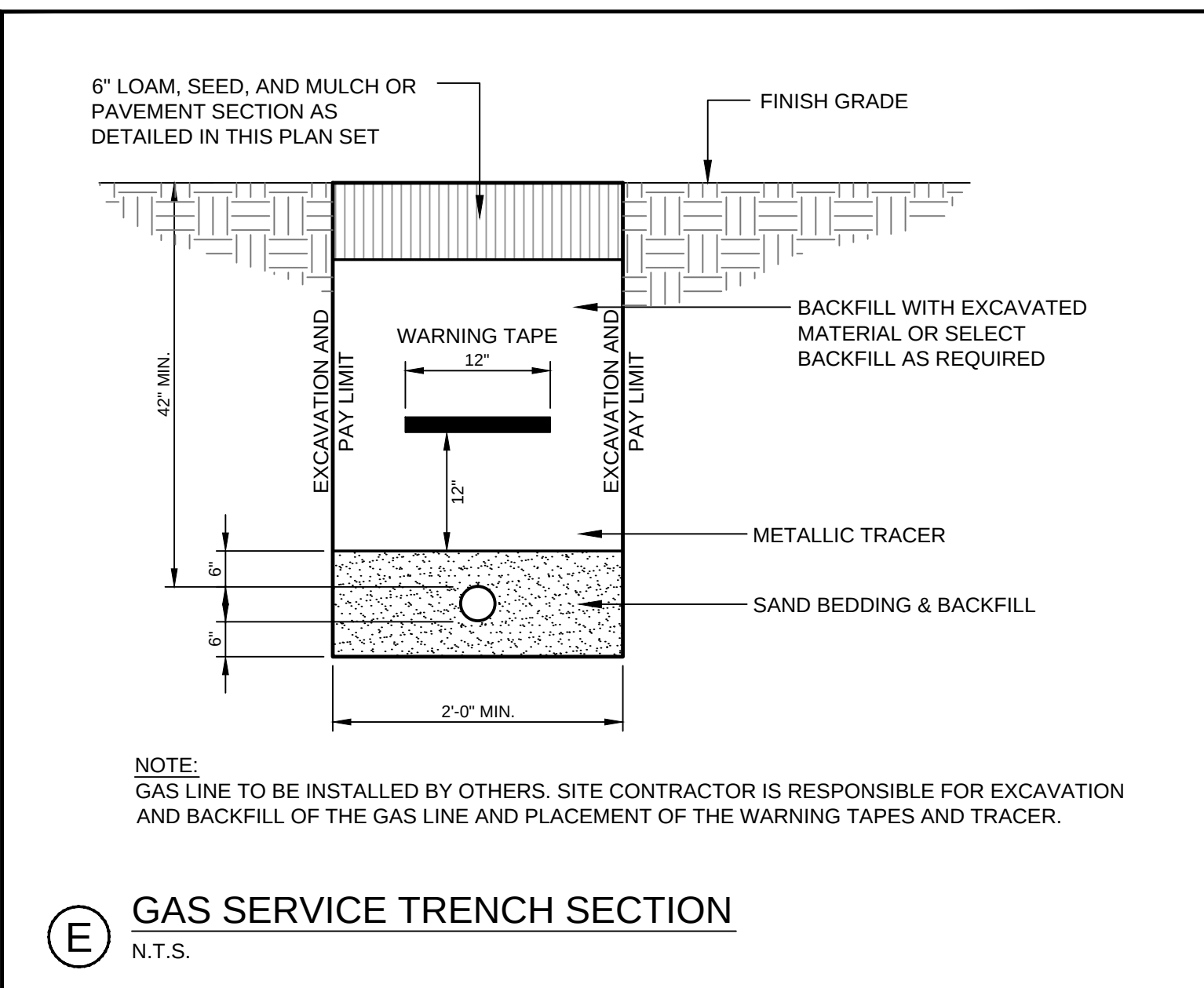
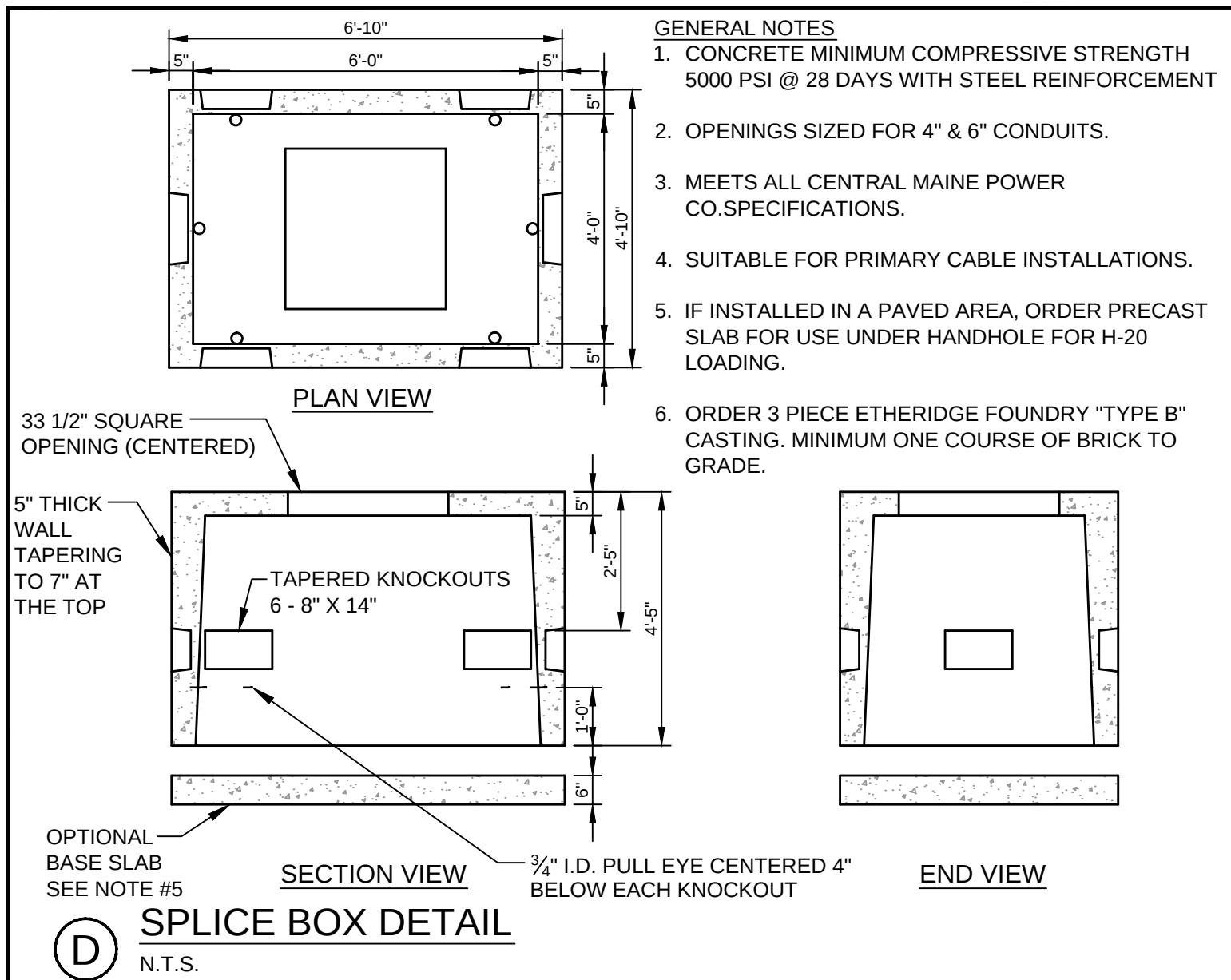
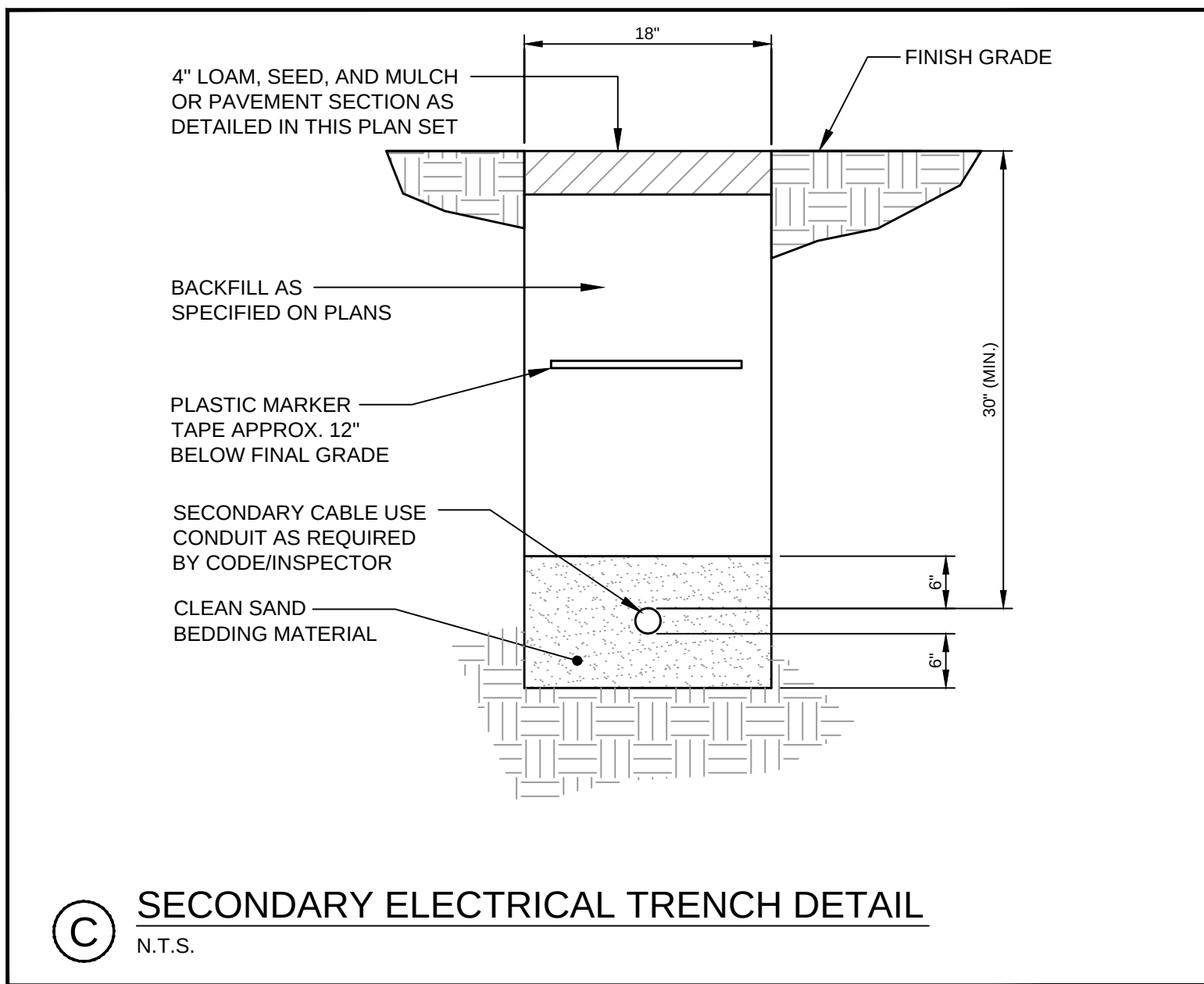
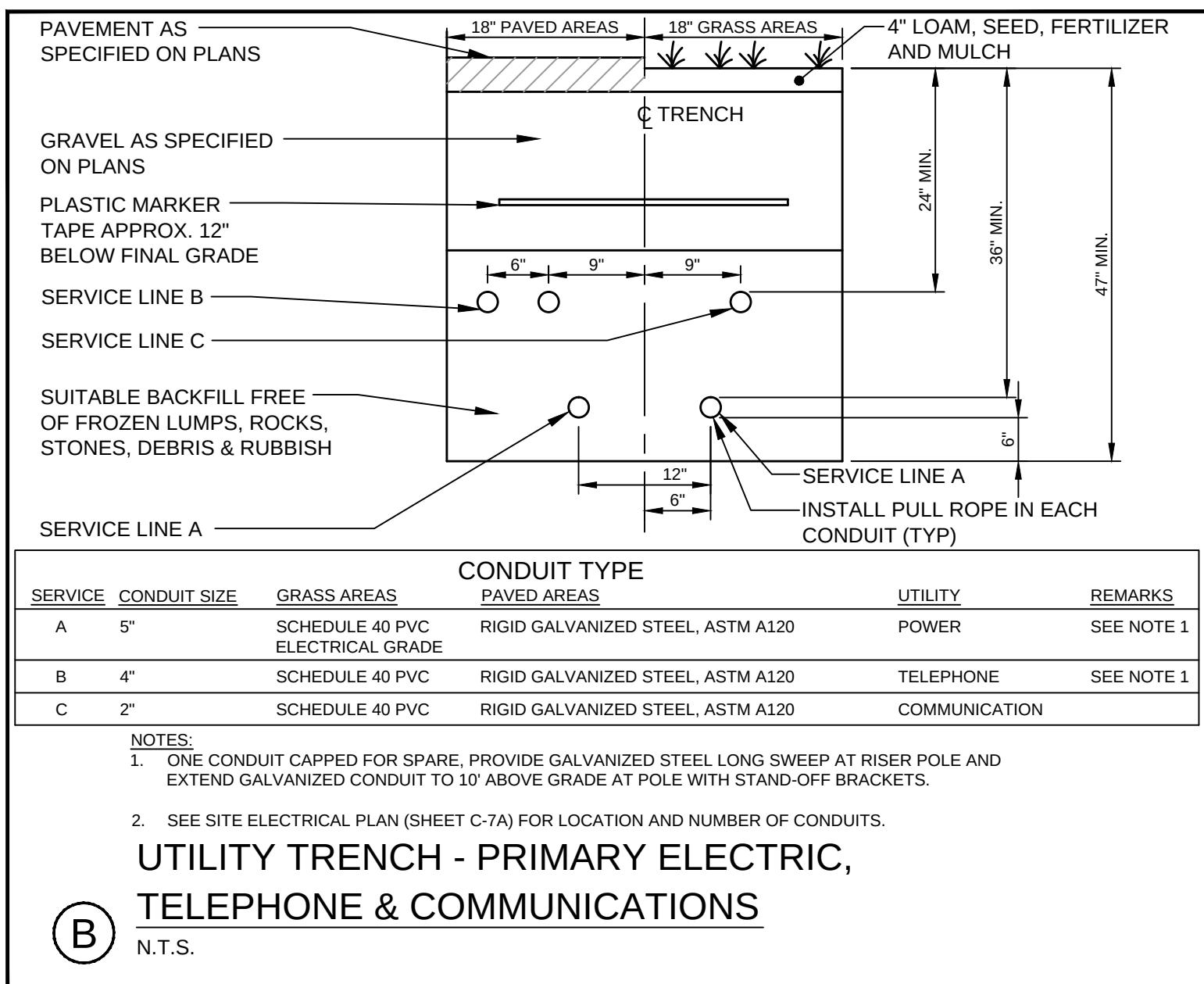
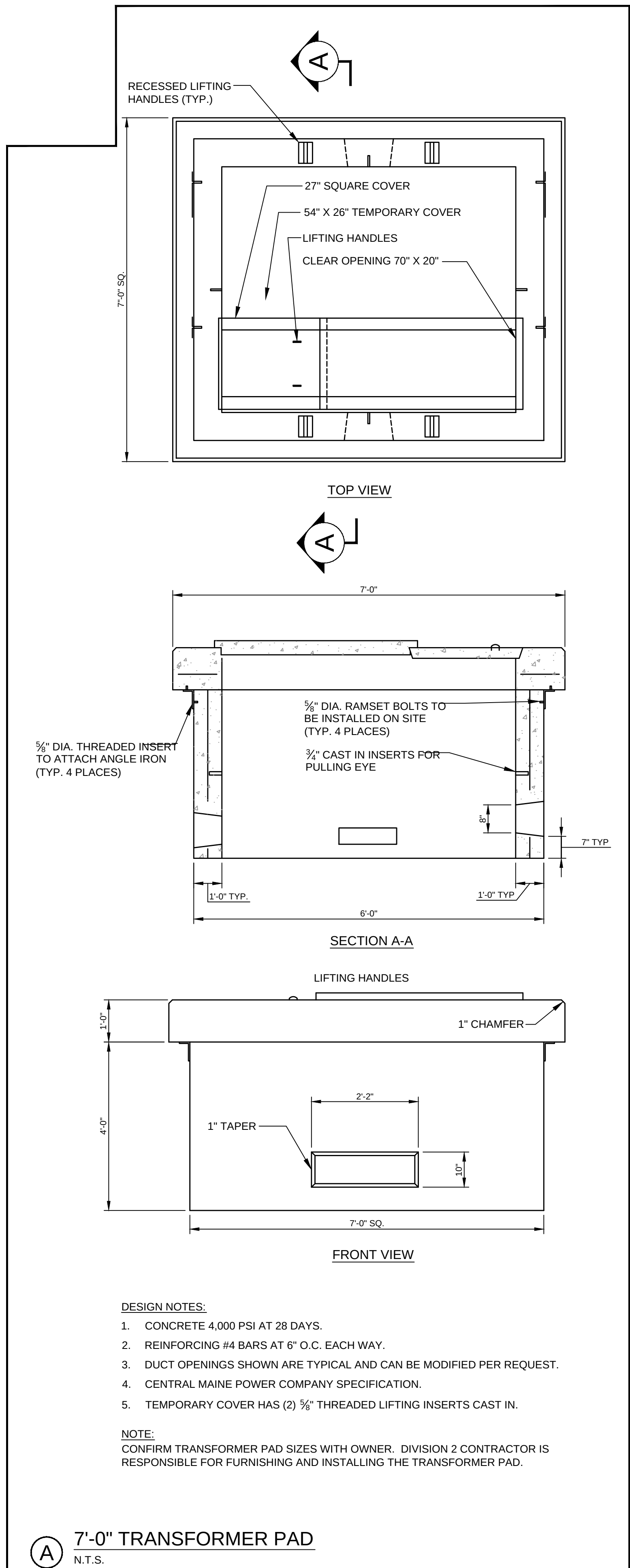


CARROLL ASSOCIATES
LANDSCAPE ARCHITECTS
217 COMMERCIAL STREET, STE 200
PORTLAND, MAINE 04101
207.772.1992 V. F. 207.772.0712

Date: JUNE 24, 2015

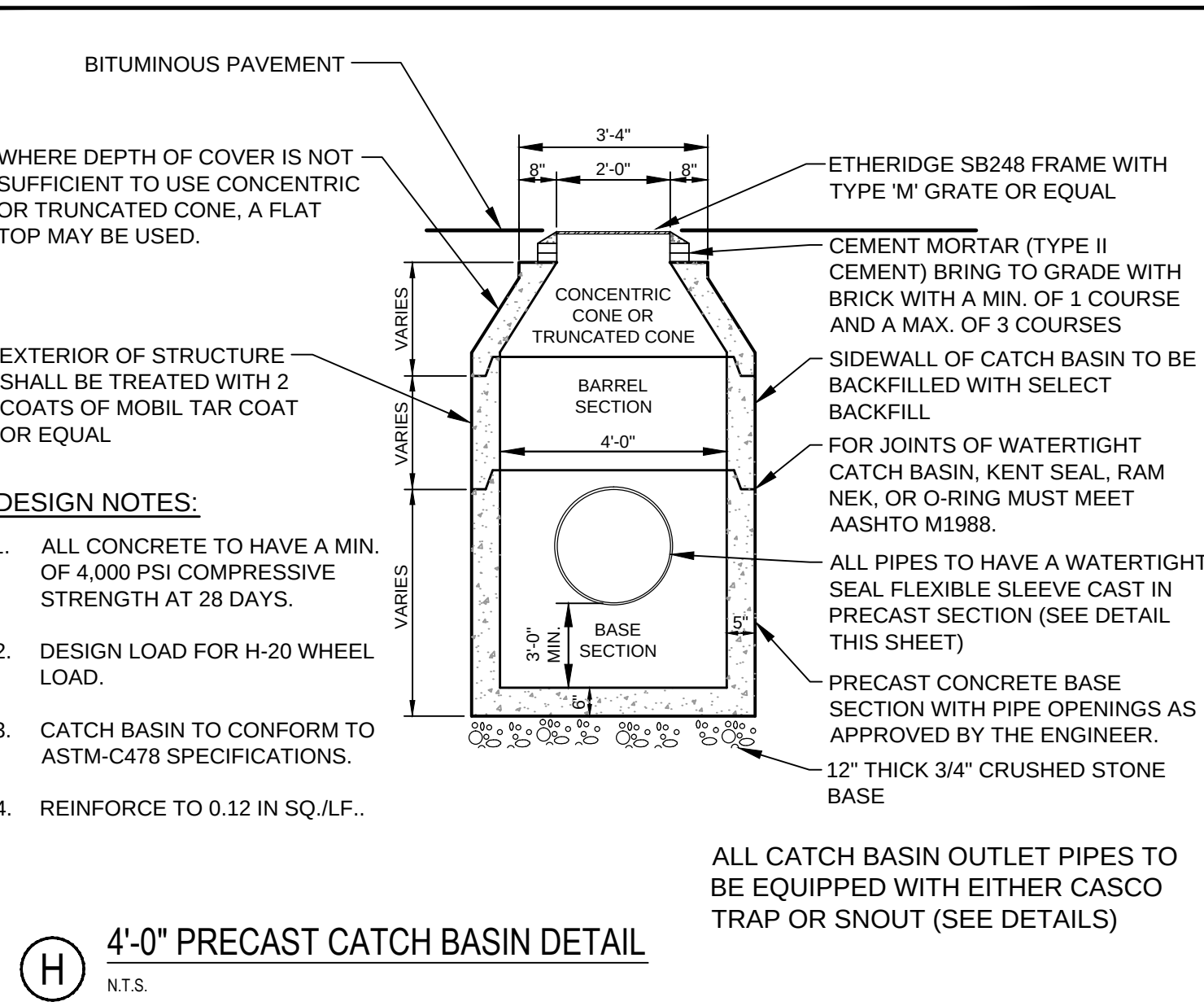
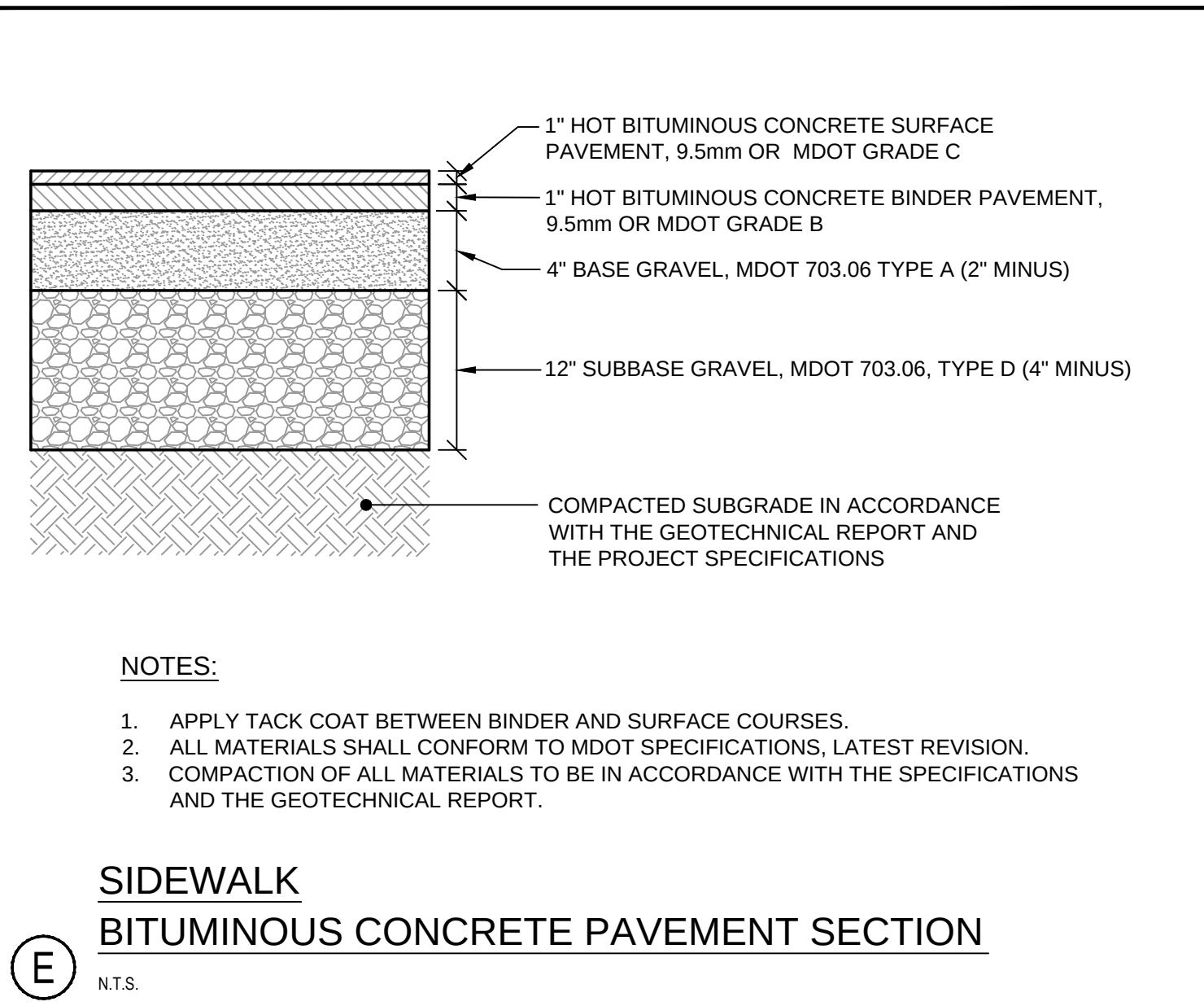
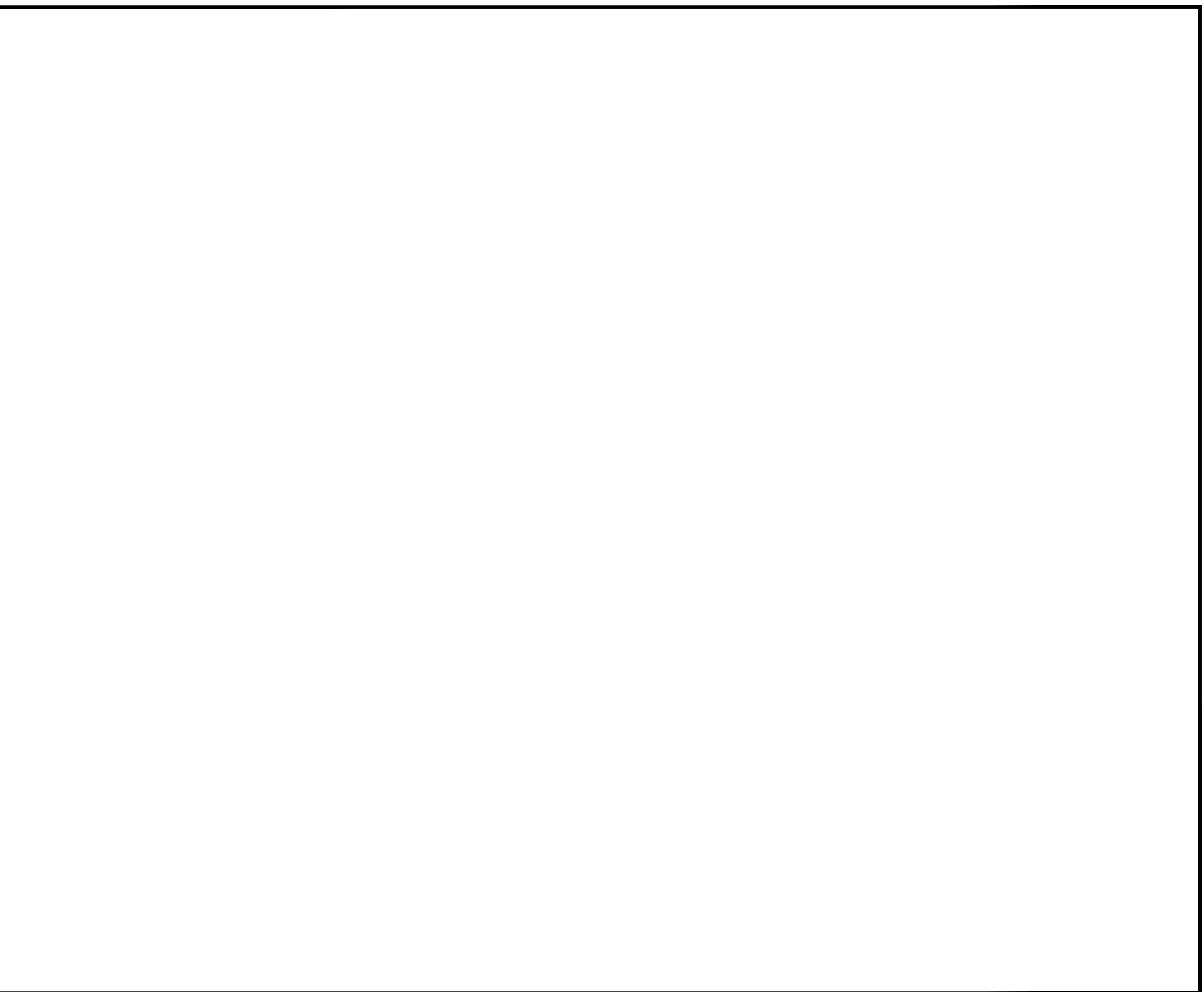
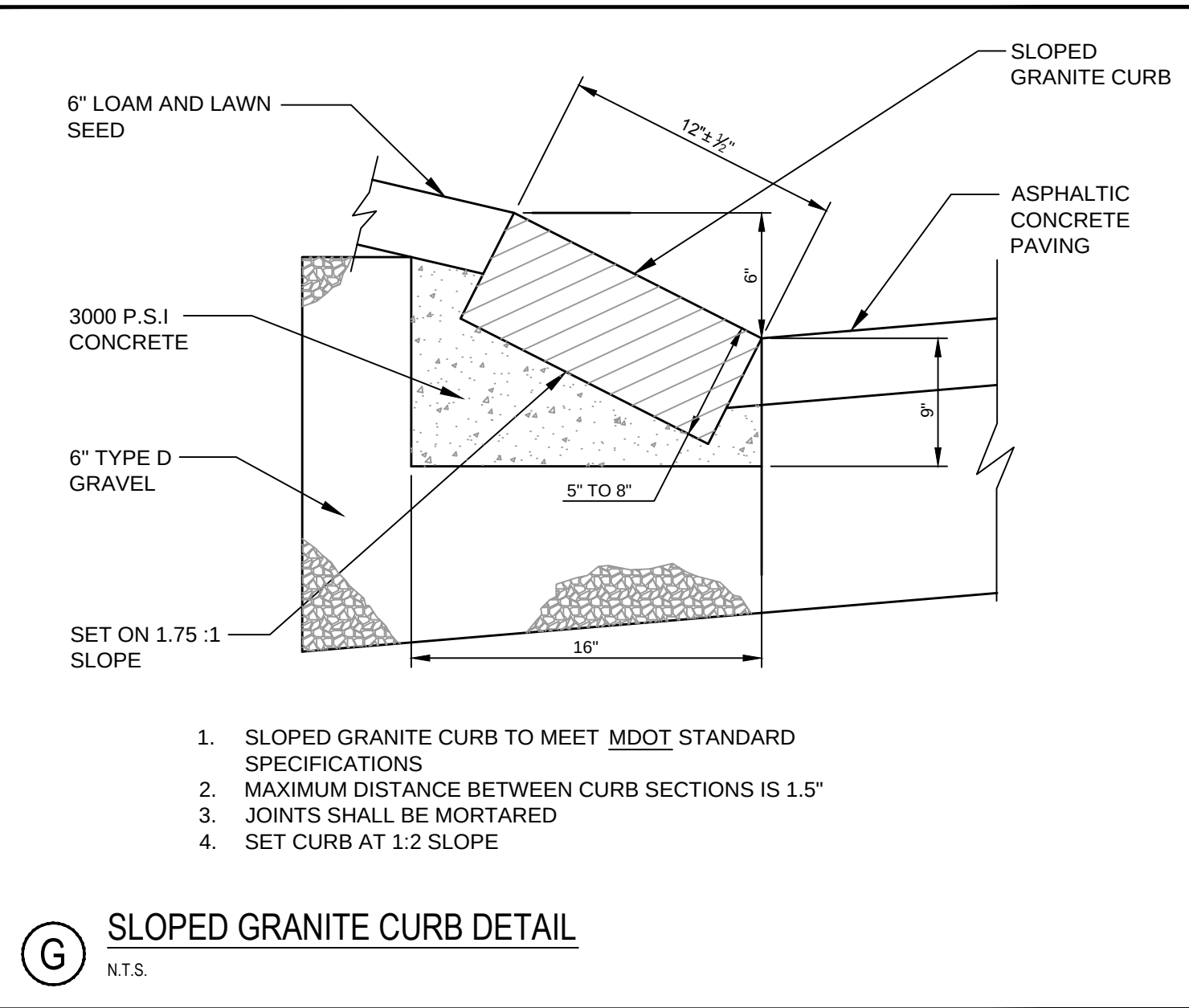
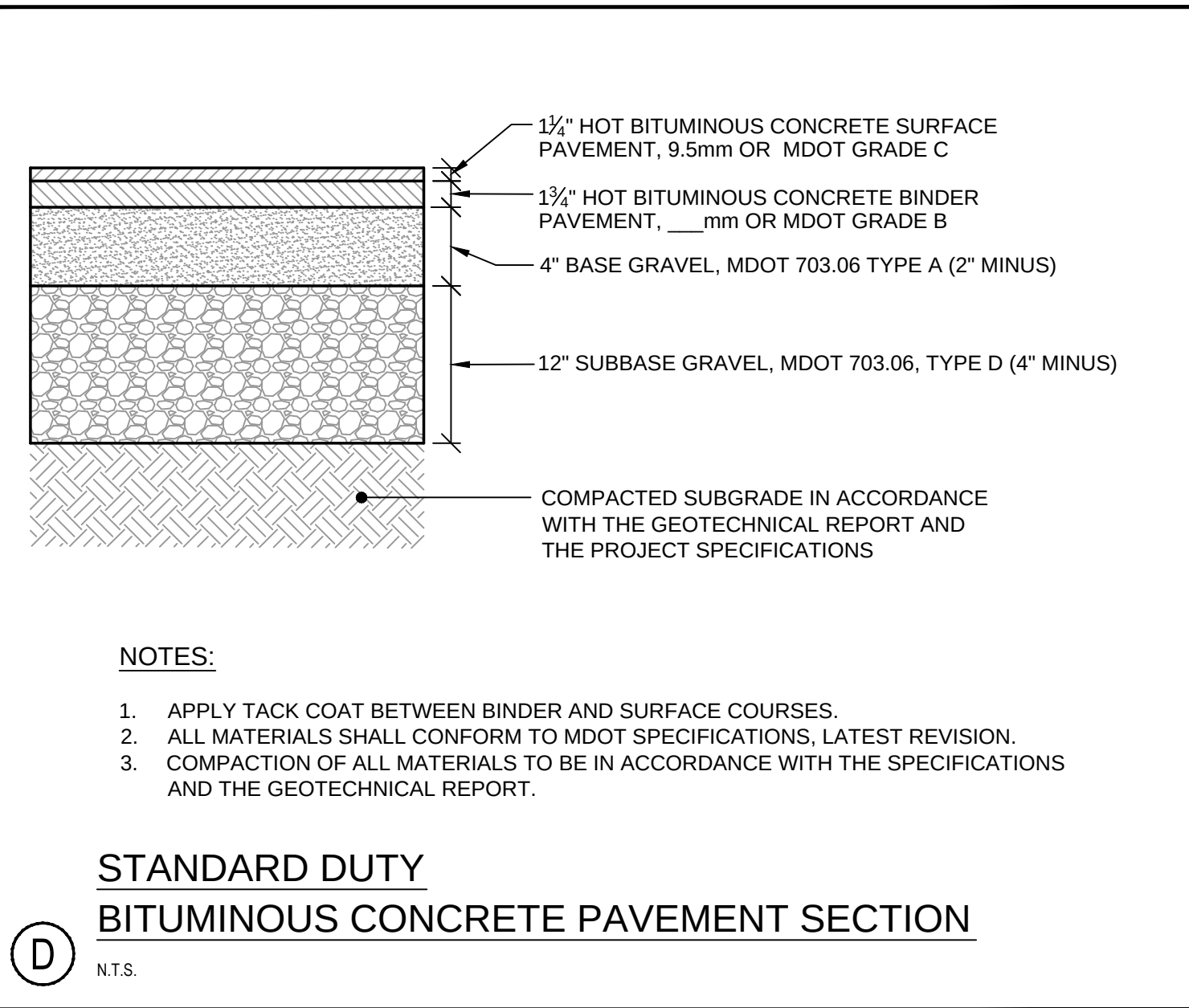
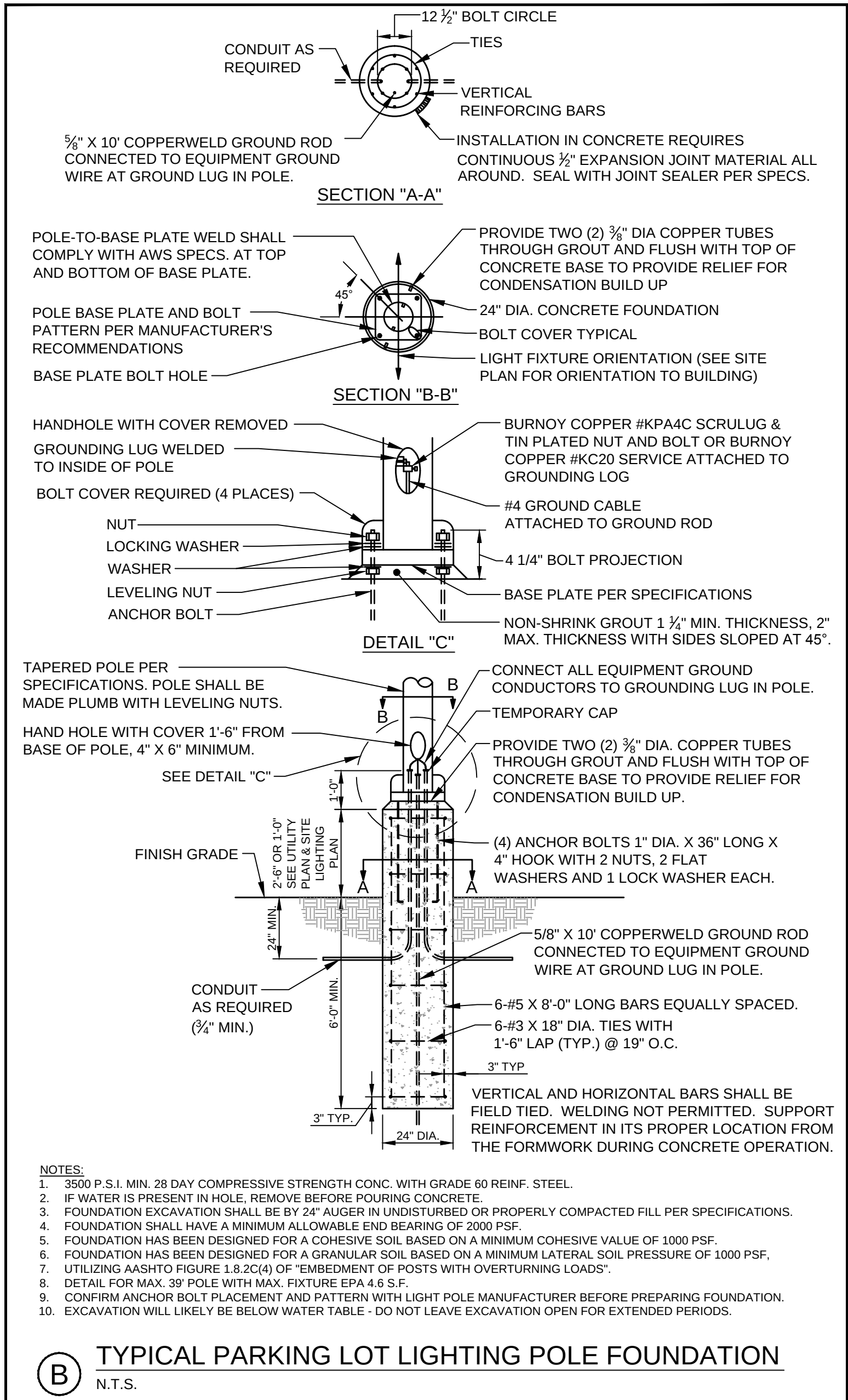
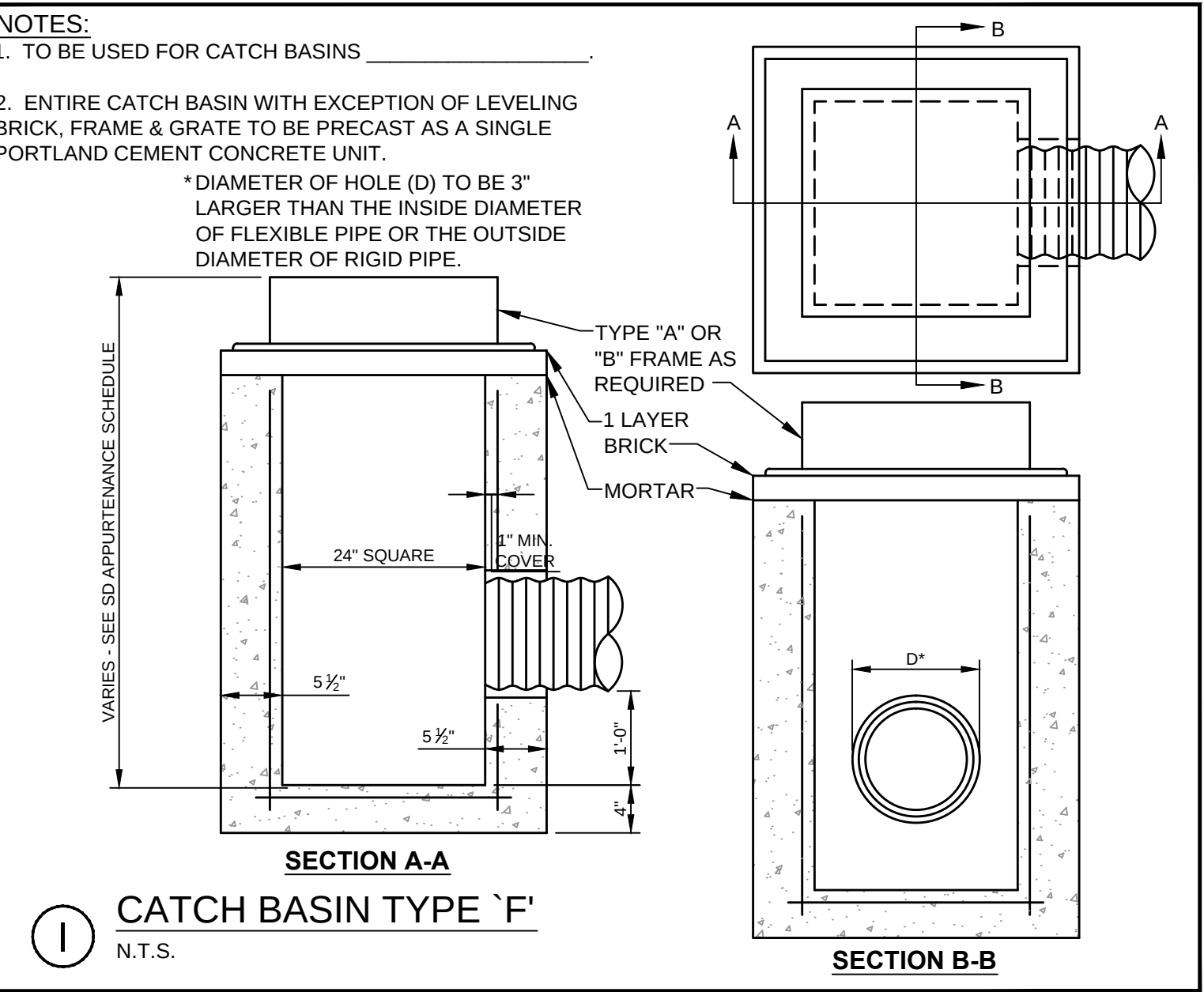
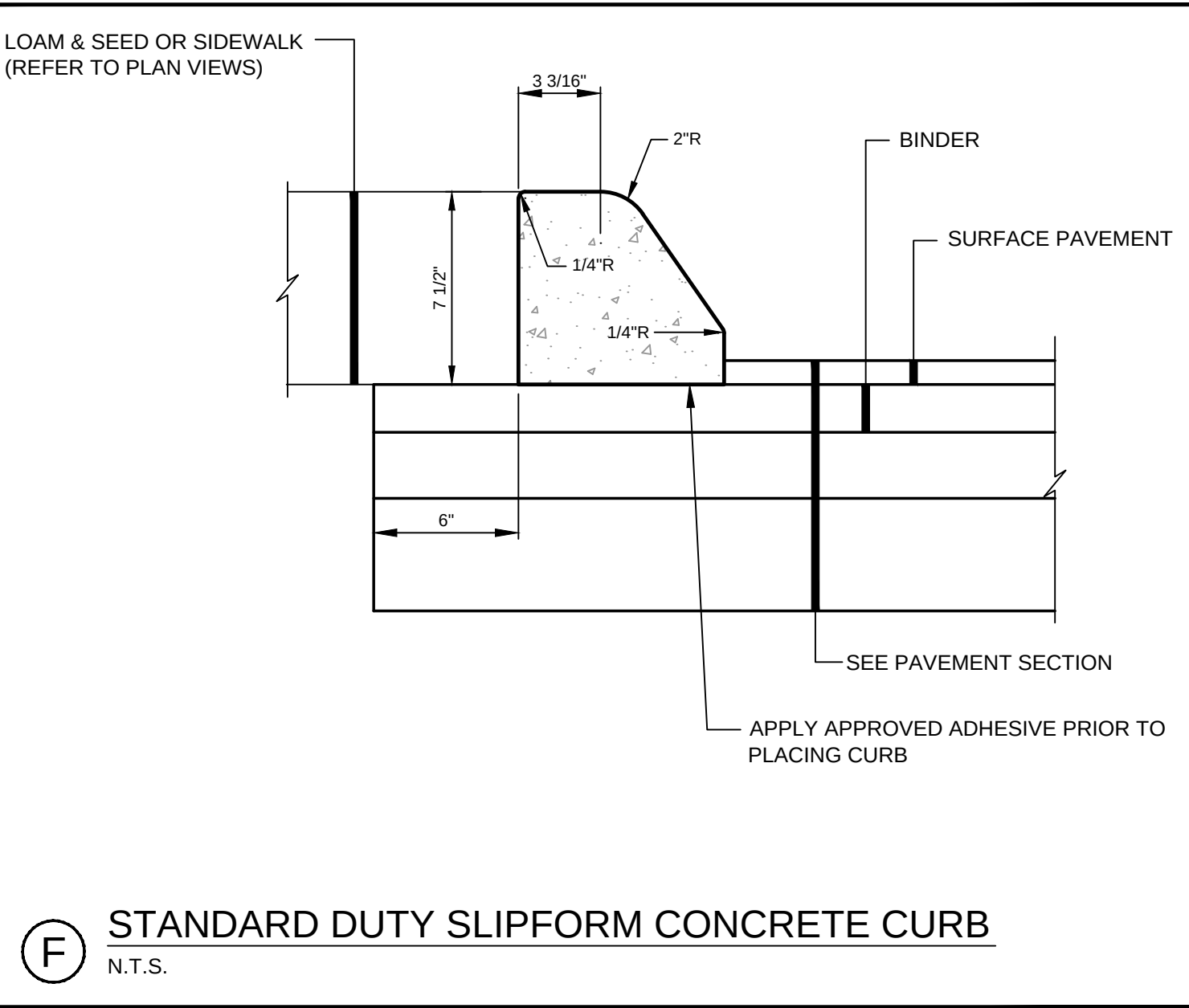
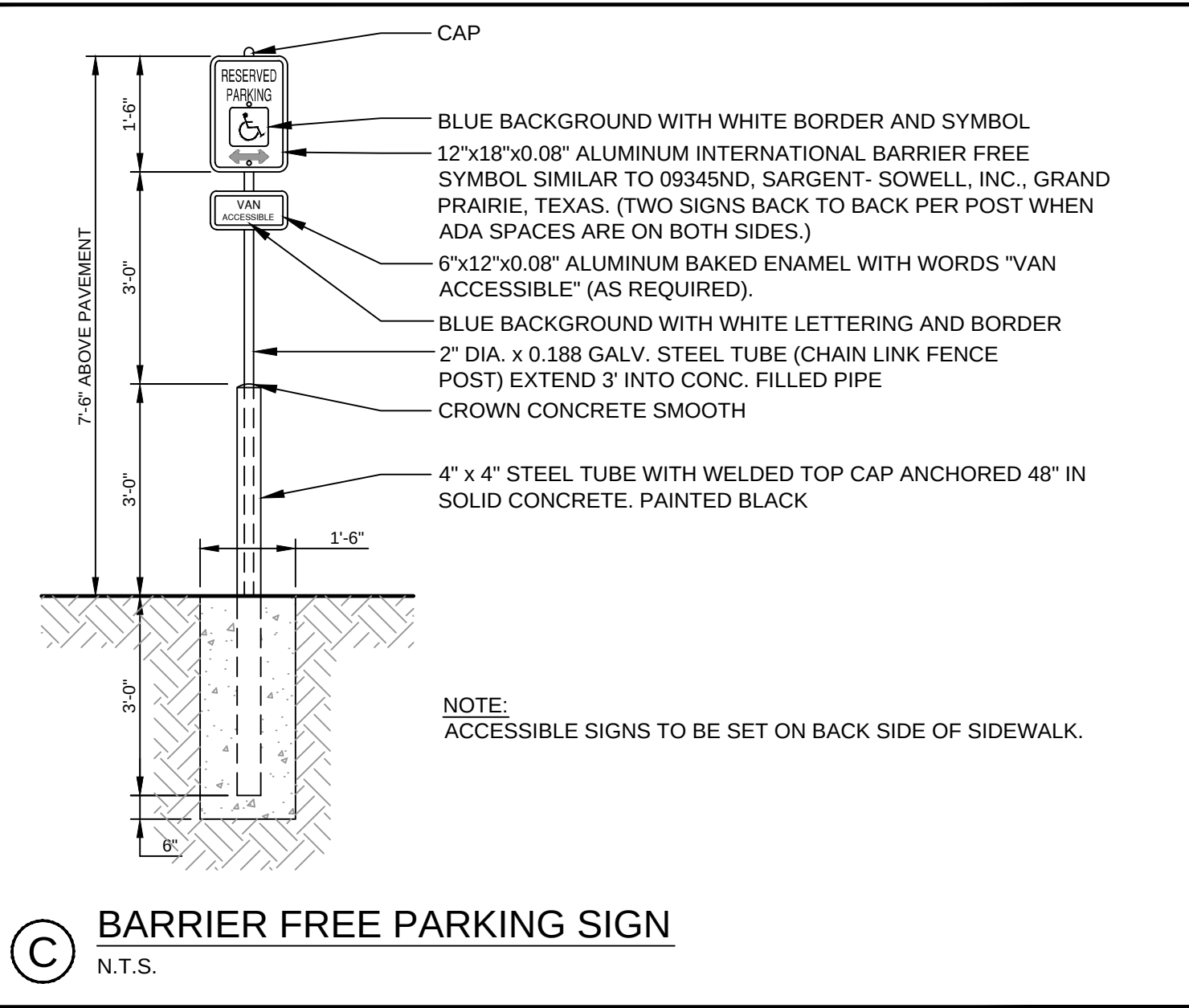
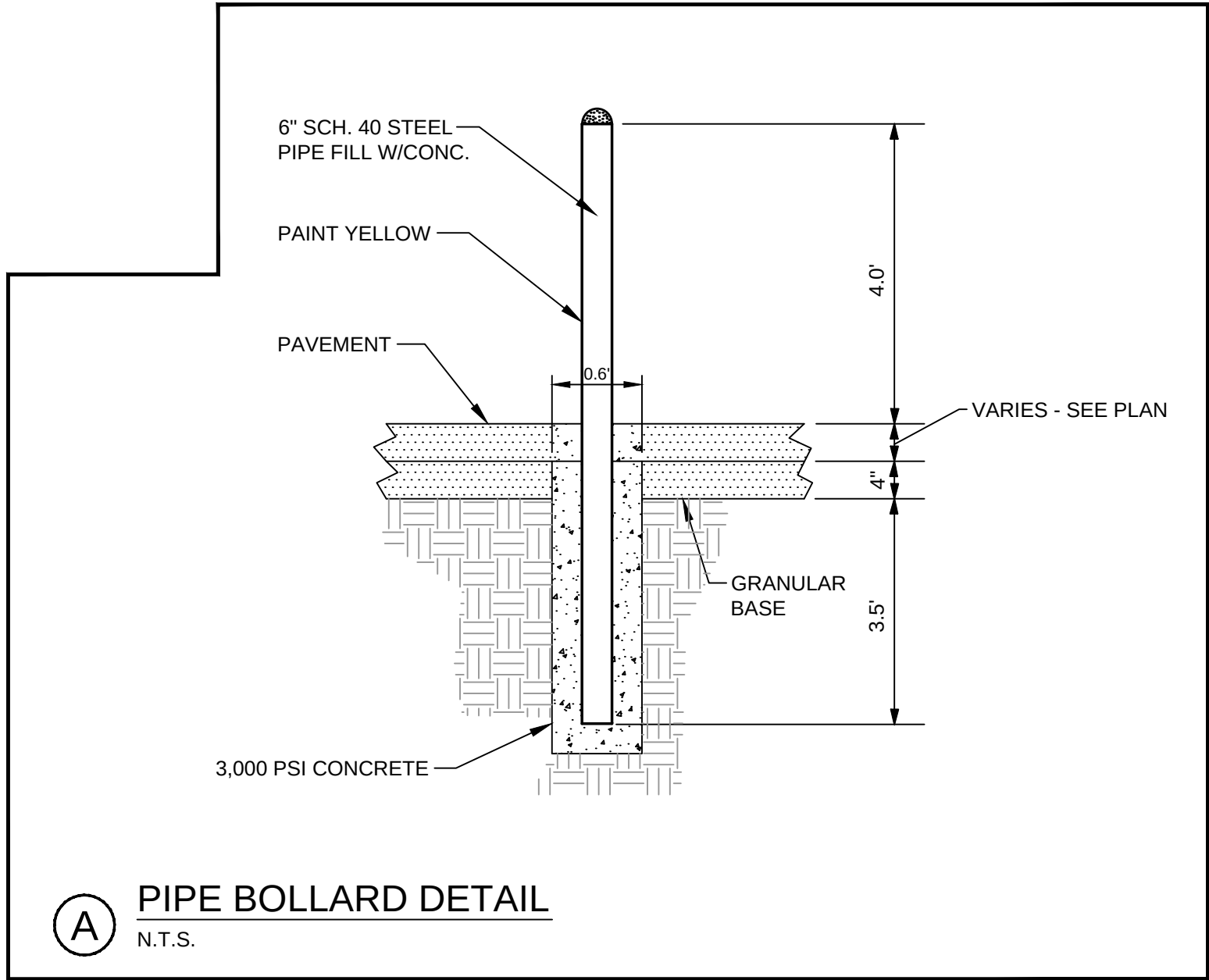
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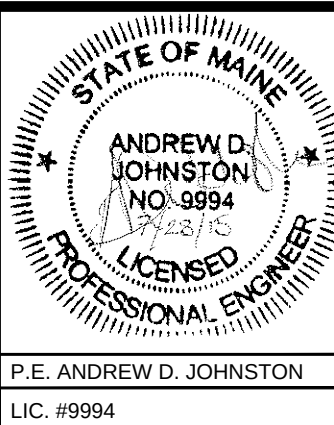
SCHEDULE OF BACKFILL				
TYPE OF PIPE	BEDDING MATERIAL	SPECIAL BACKFILL	SPECIAL BACKFILL COVER 'A' (IN)	SELECT BACKFILL
PVC	3/4" CRUSHED STONE	GRANULAR AASHTO M145 A-3 OR BETTER	6	GRANULAR AASHTO M145 A-3 OR BETTER
HDPE	3/4" CRUSHED STONE	GRANULAR AASHTO M145 A-3 OR BETTER	6	GRANULAR AASHTO M145 A-3 OR BETTER

PRELIMINARY - NOT FOR CONSTRUCTION



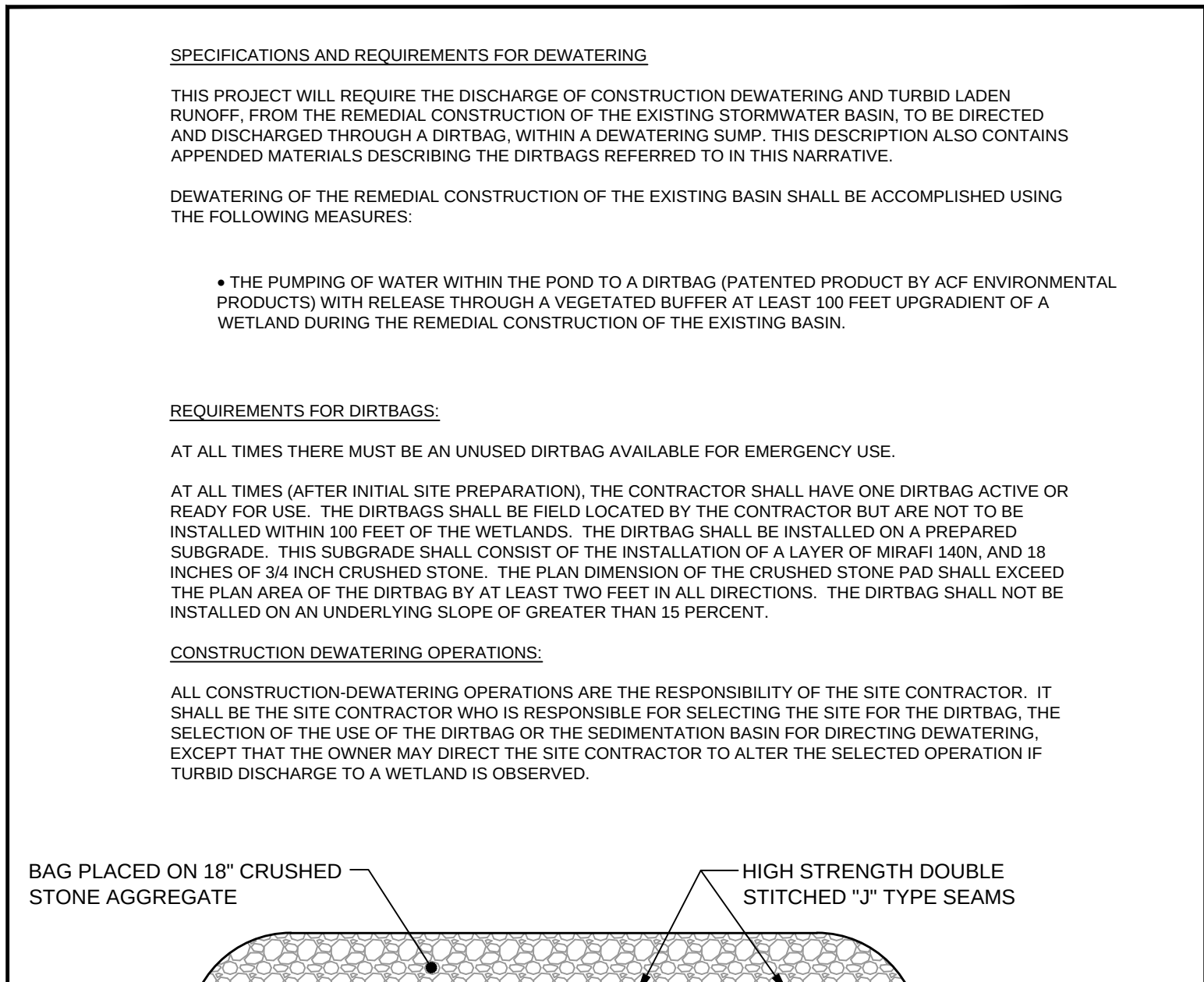
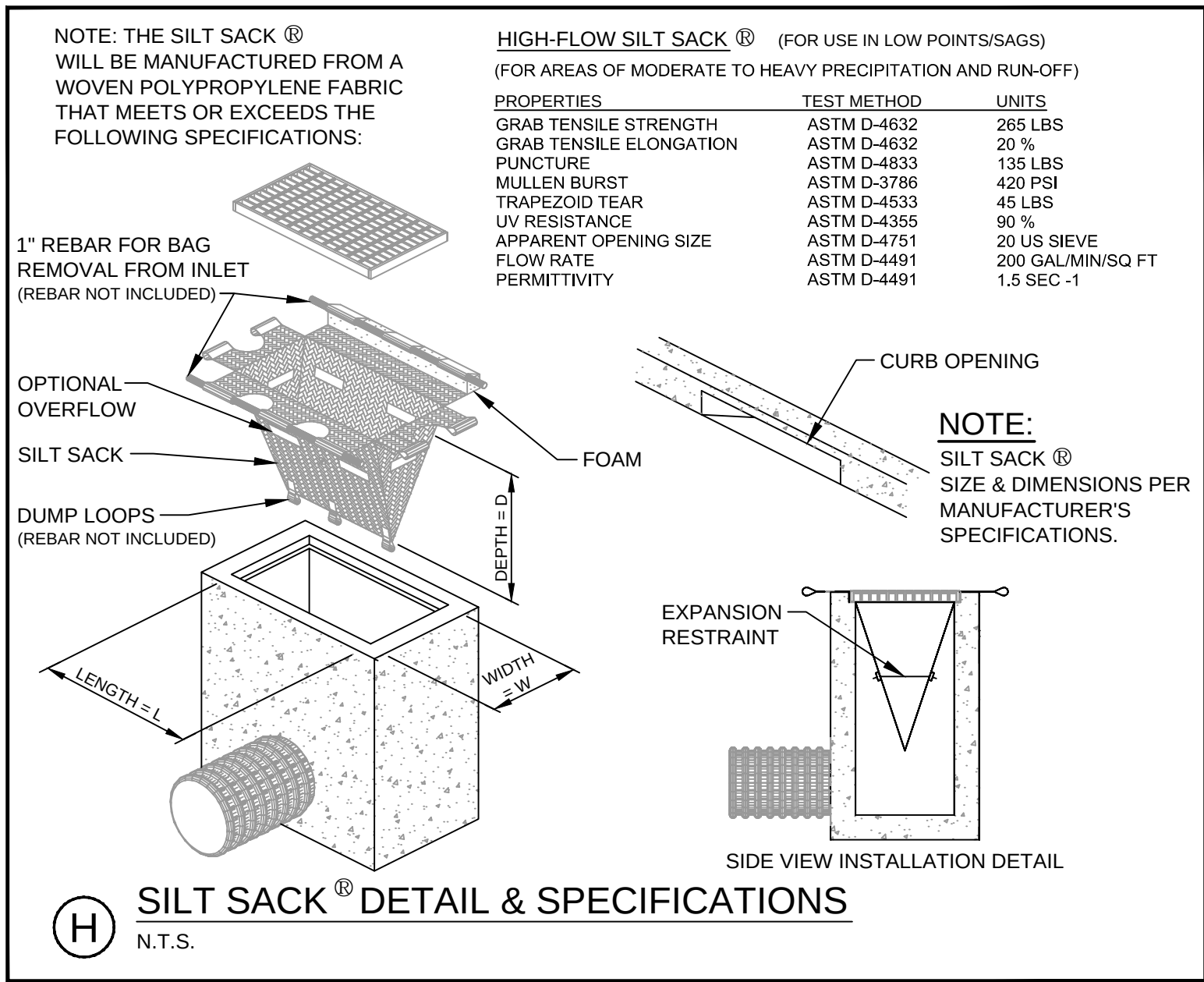
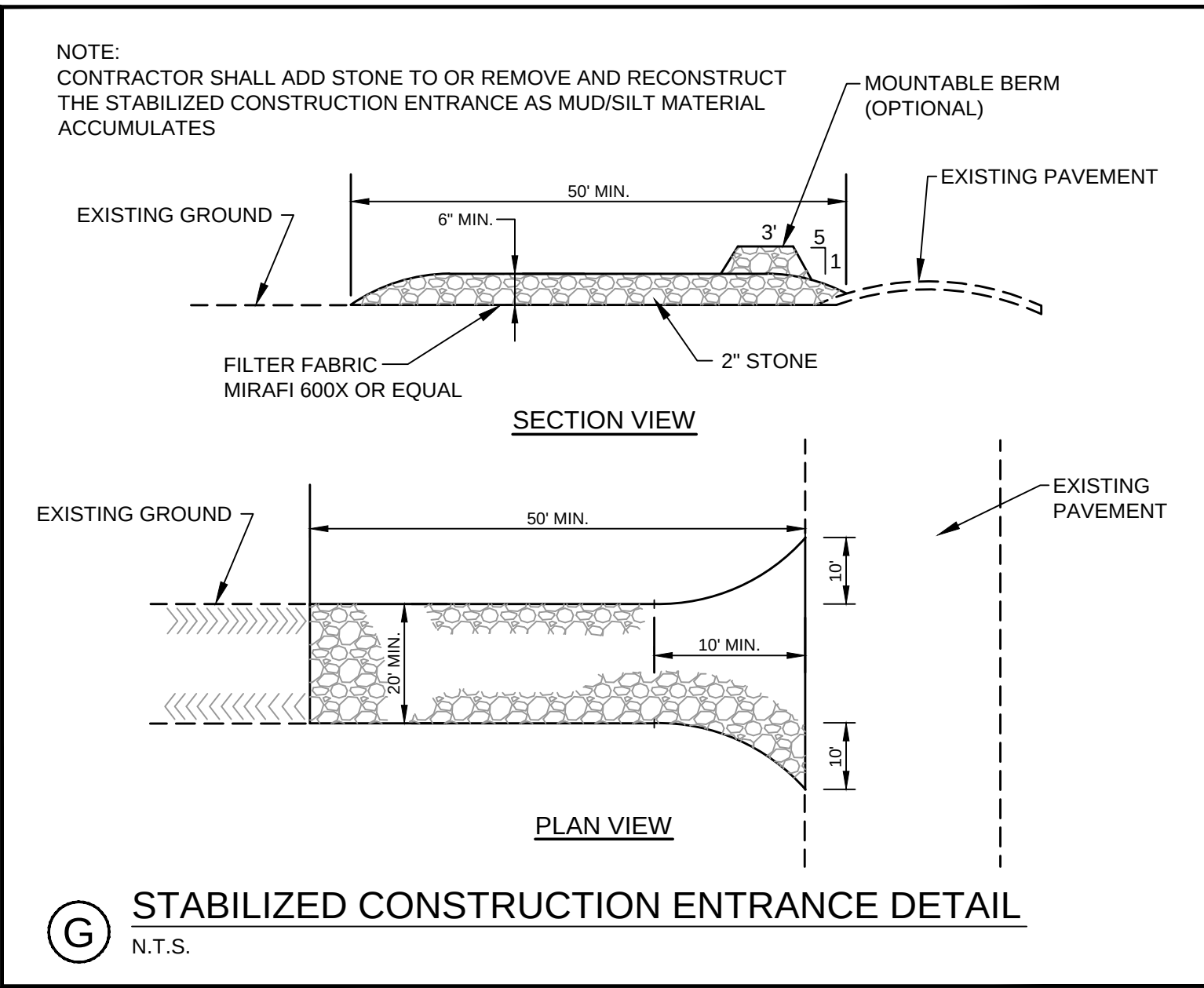
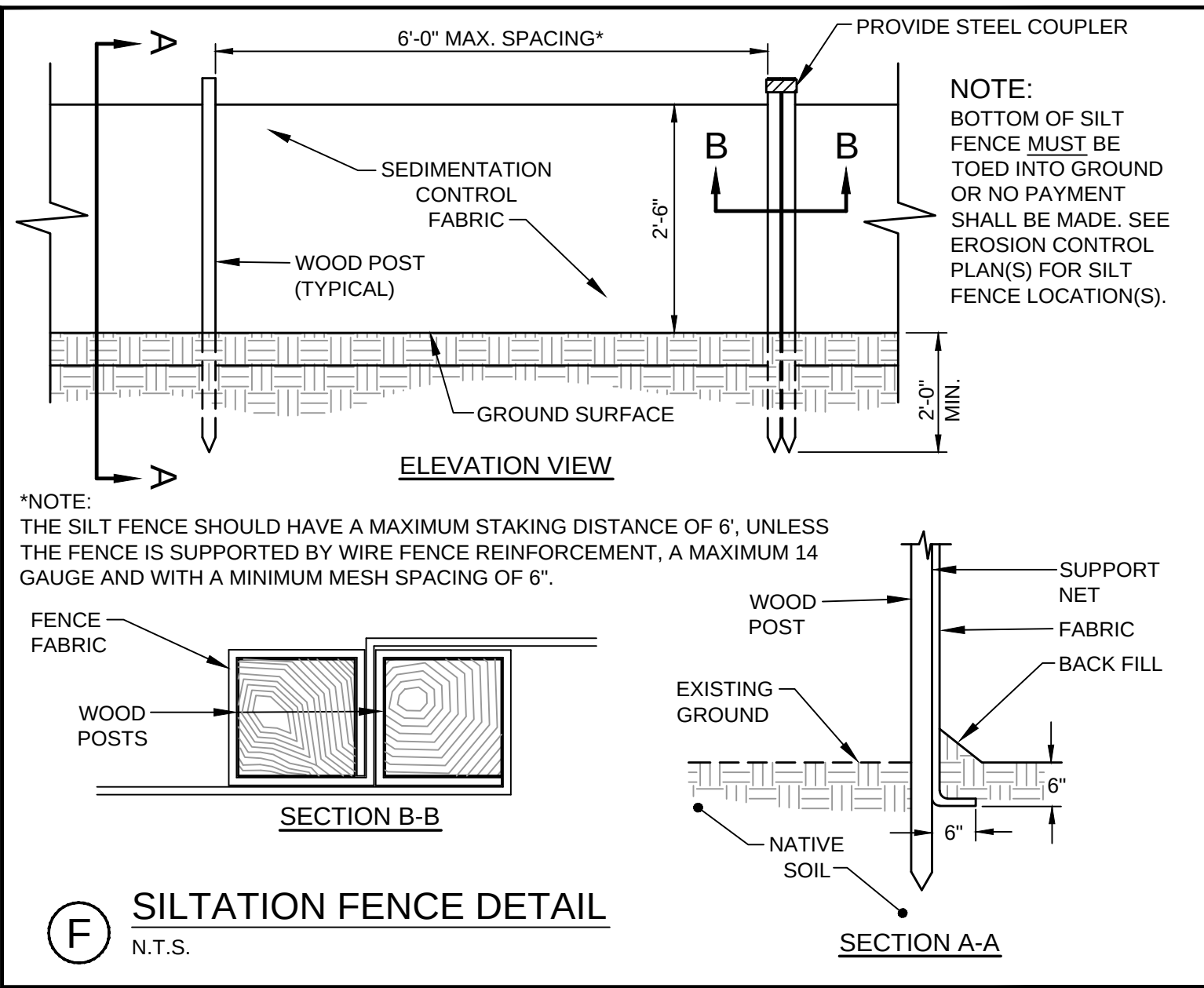
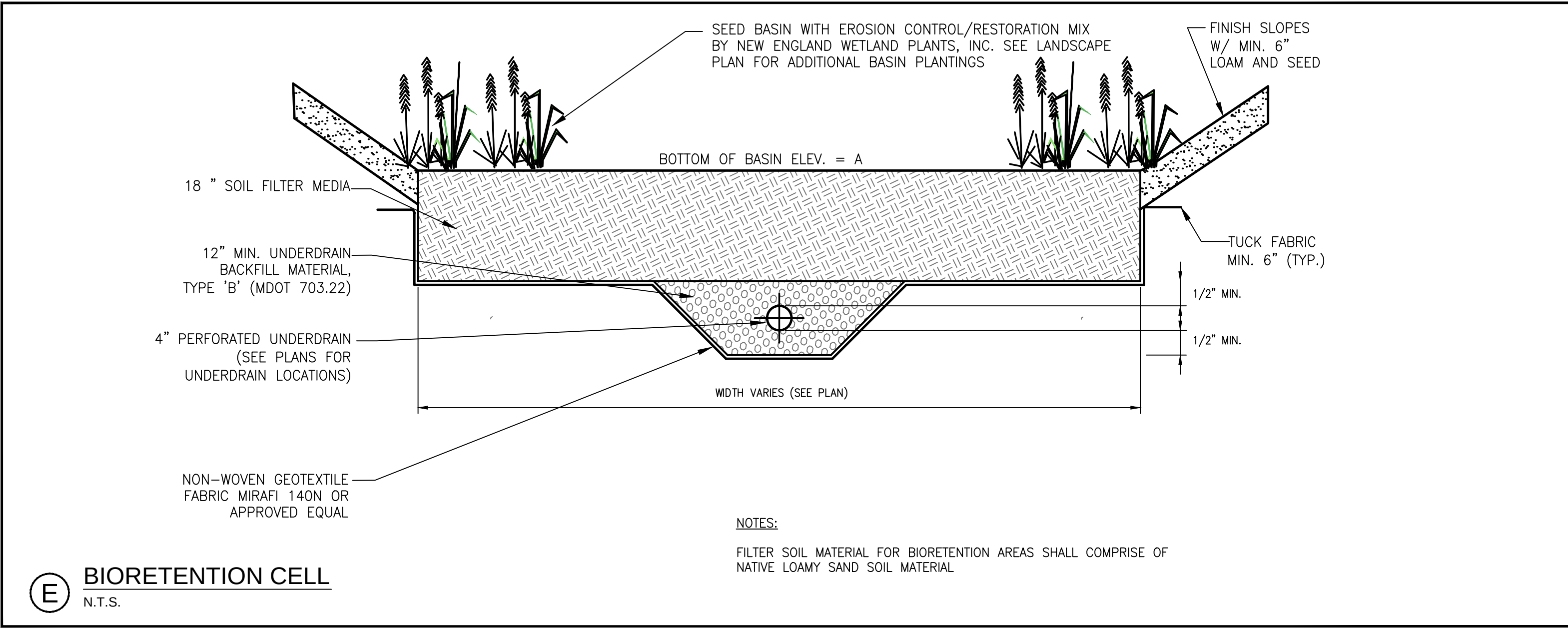
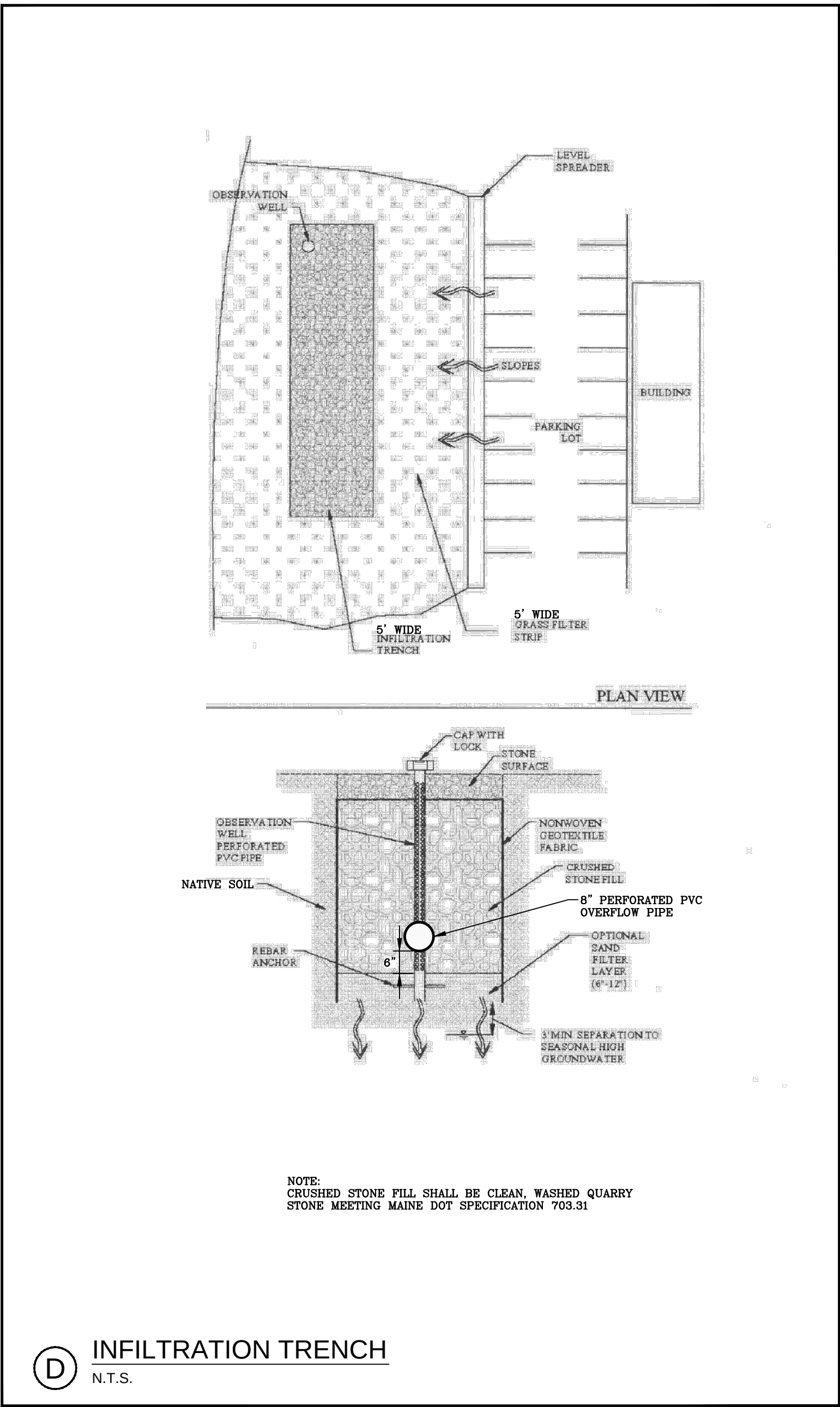
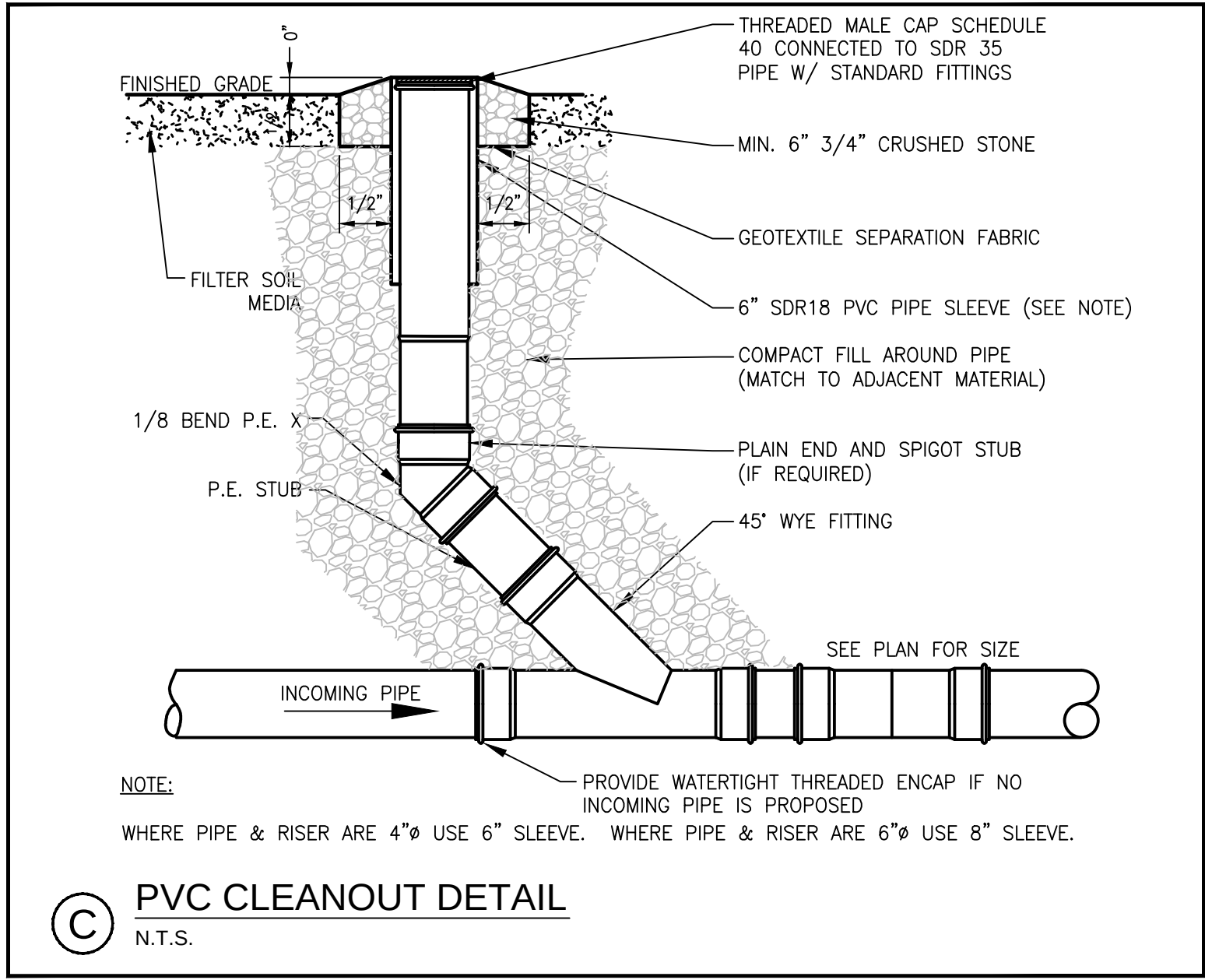
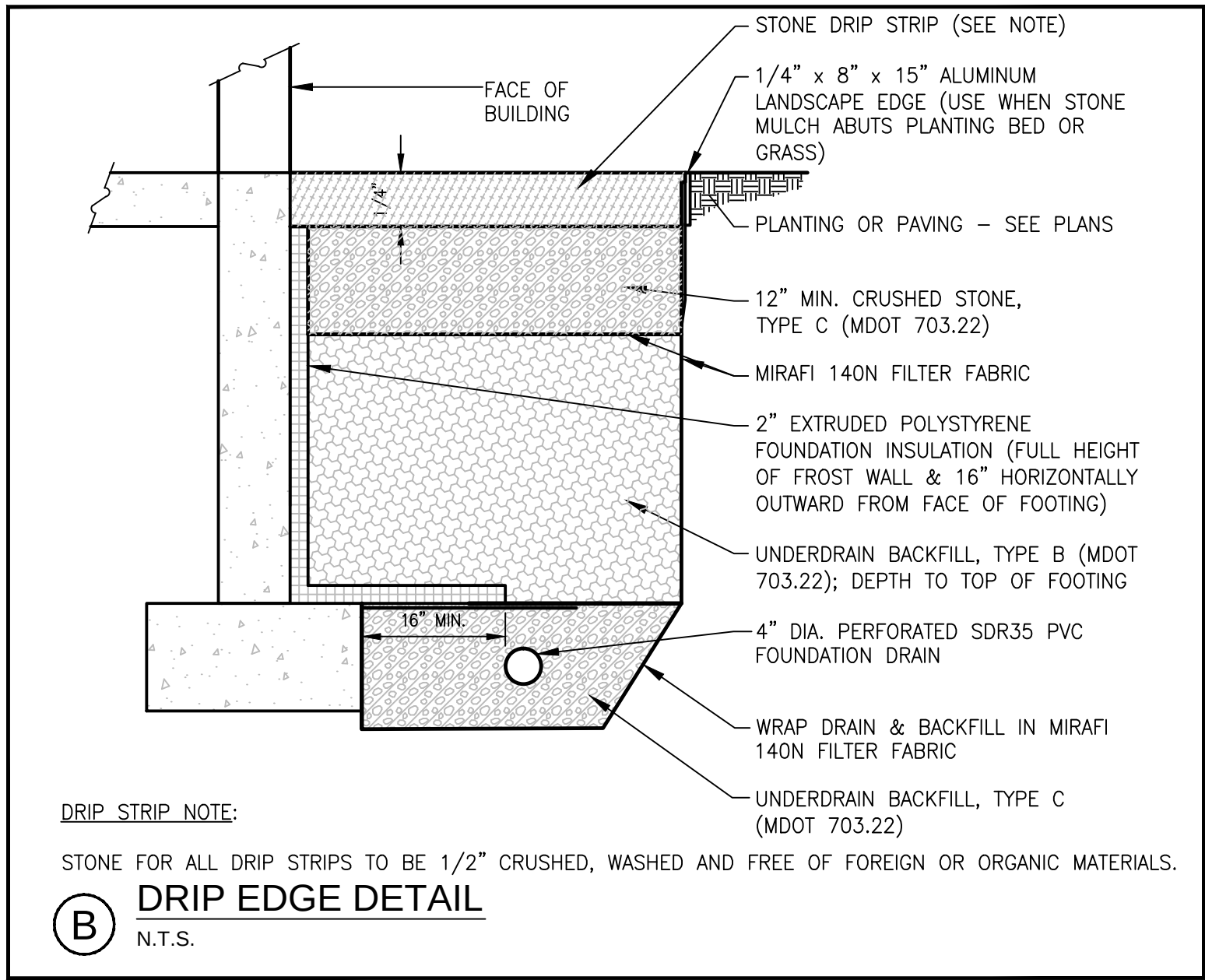
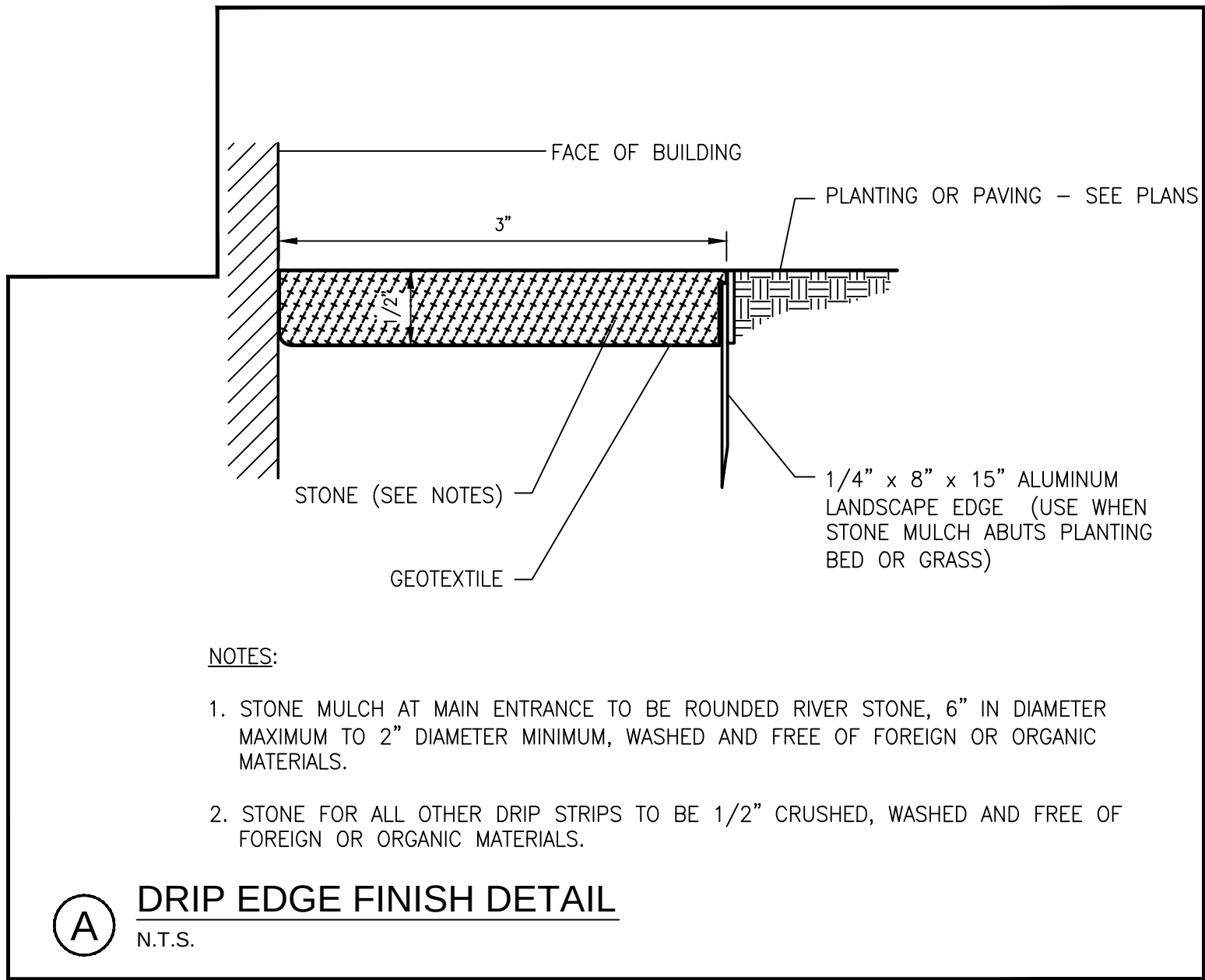
PRELIMINARY - NOT FOR CONSTRUCTION

REV	DATE	DESCRIPTION
2	07.28.15	REISSUED FOR SITE PLAN REVIEW
1	06.24.15	ISSUED FOR SITE PLAN REVIEW



PROJECT	MOTHERHOUSE SENIOR HOUSING
SHEET TITLE	SITE DETAILS
CLIENT	MOTHERHOUSE ASSOCIATES LP

FST 100 YEARS FAY, SPOFFORD & THORNDIKE ENGINEERS • PLANNERS • SCIENTISTS 778 MAIN ST, SUITE 8, SOUTH PORTLAND, ME 04106	
DRAWN: DED	DATE: JUNE 2015
DESIGNED: ADJ	SCALE: AS NOTED
CHECKED: ADJ	JOB NO. SP-M162
FILE NAME: SP-M162 DETAILS	
SHEET	C7.1



PRELIMINARY - NOT FOR CONSTRUCTION

TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES INCLUDE THE USE OF STABILIZED CONSTRUCTION ENTRANCES, SILTATION FENCE, CATCH BASIN INLET BARRIERS, CATCH BASIN SEDIMENT COLLECTION BAGS, EROSION CONTROL BLANKET, AND TEMPORARY SEEDING AND MULCHING AS REQUIRED. PERMANENT DEVICES INCLUDE PAVEMENT AND PERMANENT VEGETATION.

GENERAL

A. IT IS ANTICIPATED THAT CONSTRUCTION MAY BEGIN AS SOON AS POSSIBLE FOLLOWING RECEIPT OF NECESSARY PERMITS.

1. ALL SOIL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE MAINE EROSION AND SEDIMENT CONTROL HANDBOOK FOR CONSTRUCTION: BEST MANAGEMENT PRACTICES PUBLISHED BY THE CUMBERLAND COUNTY SOIL AND WATER CONSERVATION DISTRICT AND THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, 2003, OR AS CURRENTLY REVISED OR U.S. ENVIRONMENTAL PROTECTION AGENCY PUBLICATION 832/R-92-005 (SEPTEMBER, 1992) STORM WATER MANAGEMENT FOR CONSTRUCTION, CHAPTER 3, WHICHEVER IS MORE STRINGENT.

2. ANY ADDITIONAL EROSION AND SEDIMENTATION CONTROL DEEMED NECESSARY BY THE OWNER'S REPRESENTATIVE, DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) PERSONNEL AND/OR MUNICIPAL OFFICIALS SHALL BE INSTALLED BY THE CONTRACTOR.

3. THE CONTRACTOR IS RESPONSIBLE FOR ALL FINES RESULTING FROM EROSION OR SEDIMENTATION FROM THE SITE TO SURROUNDING PROPERTIES, WATER BODIES, OR WETLANDS AS A RESULT OF THIS PROJECT.

4. ANY SOIL OR DEBRIS TRACKED ONTO ABUTTING PAVED AREAS OR STREETS SHALL BE REMOVED IMMEDIATELY

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR/ REPLACEMENT/ MAINTENANCE OF ALL EROSION CONTROL MEASURES UNTIL ALL DISTURBED AREAS ARE STABILIZED TO THE SATISFACTION OF THE ABOVE PERSONNEL. DESCRIPTIONS OF ACCEPTABLE PERMANENT STABILIZATION FOR VARIOUS COVER TYPES FOLLOWS:

A. FOR SEEDED AREAS, PERMANENT STABILIZATION MEANS A 90% COVER OF THE DISTURBED AREA WITH MATURE, HEALTHY PLANTS WITH NO EVIDENCE OF WASHING OR RILLING OF THE TOPSOIL.

B. FOR SODDED AREAS, PERMANENT STABILIZATION MEANS THE COMPLETE BINDING OF THE SOD ROOTS INTO THE UNDERLYING SOIL WITH NO SLUMPING OF THE SOD OR DIE-OFF.

C. FOR MULCHED AREAS, PERMANENT MULCHING MEANS TOTAL COVERAGE OF THE EXPOSED AREA WITH AN APPROVED MULCH MATERIAL. EROSION CONTROL MIX MAY BE USED AS MULCH FOR PERMANENT STABILIZATION ACCORDING TO THE APPROVED APPLICATION RATES AND LIMITATIONS.

D. PAVED AREAS: FOR PAVED AREAS, PERMANENT STABILIZATION MEANS THE PLACEMENT OF THE COMPACTED GRAVEL SUBBASE IS COMPLETED.

B. EROSION AND SEDIMENTATION CONTROL MEASURES

1. PRIOR TO THE BEGINNING OF CONSTRUCTION, THE STABILIZED CONSTRUCTION ENTRANCE AND TEMPORARY SILT FENCE SHALL BE INSTALLED AS SHOWN ON THE PLANS OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE. IT IS THE INTENT THAT SILT FENCE BE INSTALLED DOWN GRADIENT OF ALL DISTURBED AREAS OF THE SITE. SILT FENCE SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS WILL BE MADE IMMEDIATELY. SEDIMENT DEPOSITS SHALL BE PERIODICALLY REMOVED FROM THE UPSTREAM SIDE OF THE SILT BARRIERS. THIS SEDIMENT WILL BE SPREAD AND STABILIZED IN AREAS OF THE SITE NOT SUBJECT TO EROSION. SILT FENCE SHALL BE REPLACED AS NECESSARY TO PROVIDE PROPER FILTERING ACTION. IF THERE ARE SIGNS OF UNDERCUTTING AT THE CENTER OR THE EDGES, OR IMPOUNDING OF LARGE VOLUMES OF WATER BEHIND THEM, THEY WILL BE REPLACED WITH A TEMPORARY CRUSHED STONE CHECK DAM.

2. ALL CATCH BASINS, NEW OR EXISTING, THAT MAY RECEIVE RUNOFF FROM DISTURBED AREAS MUST BE PROTECTED DURING CONSTRUCTION.

3. REMOVAL OF SOD, TREES, BUSHES AND OTHER VEGETATION AND SOIL DISTURBANCE WILL BE KEPT TO A MINIMUM WHILE ALLOWING PROPER SITE DEVELOPMENT.

4. GRUBBINGS AND ANY UNUSABLE TOPSOIL SHALL BE STRIPPED AND REMOVED FROM THE PROJECT SITE AND DISPOSED OF IN AN APPROVED MANNER.

5. ANY SUITABLE TOPSOIL WILL BE STRIPPED AND STOCKPILED FOR REUSE IN FINAL GRADING. TOPSOIL WILL BE STOCKPILED IN A MANNER SUCH THAT NATURAL DRAINAGE IS NOT OBSTRUCTED AND NO OFF-SITE SEDIMENT DAMAGE WILL RESULT.

7. TEMPORARY STABILIZATION SHALL BE CONDUCTED WITHIN 7 DAYS OF INITIAL DISTURBANCE OF SOILS, PRIOR TO ANY RAIN EVENT, AND PRIOR TO ANY WORK SHUT DOWN LASTING MORE THAN ONE DAY. TEMPORARY STABILIZATION INCLUDES SEED, MULCH, OR OTHER NON-ERODABLE COVER.

8. PERMANENT SEEDING SPECIFICATION SHALL BE AS SHOWN ON THE LANDSCAPE PLAN. LATE SEASON SEEDING SHALL BE DONE BETWEEN AUGUST 15 AND SEPTEMBER 15. AREAS NOT SEEDED OR WHICH DO NOT OBTAIN A SATISFACTORY GROWTH BY OCTOBER SHALL BE SEEDED WITH AROOSTOOK RYE OR MULCHED AT RATES PREVIOUSLY SPECIFIED. SEE WINTER CONDITIONS NOTES FOR SEEDING STABILIZATION AFTER NOVEMBER 1.

A. APPLY TOPSOIL TO A MINIMUM DEPTH OF 4 INCHES. MIX TOPSOIL WITH THE SUBSOIL TO A MINIMUM DEPTH OF 6 INCHES.

B. APPLY LIMESTONE AND FERTILIZER ACCORDING TO SOIL TESTS. IN LIEU OF SOIL TESTS, APPLY GROUND LIMESTONE AT A RATE OF 3 TONS PER ACRE (138 LB. PER 1,000 SQUARE FEET) AND GRANULAR, COMMERCIAL-GRADE, 10-10-10 (N-P2O5-K2O) FERTILIZER AT A RATE OF 800 LBS PER ACRE (18.4 LBS PER 1,000 SQUARE FEET).

C. UNIFORMLY APPLY SEED MIXTURE AT THE RECOMMENDED SEEDING RATES AND DATES, APPLY HAY OR STRAW MULCH AT A RATE OF 2 TONS PER ACRES, AND ANCHOR AS NECESSARY.

13. EROSION CONTROL BLANKET SHALL BE INSTALLED ON ALL PERMANENT SLOPES STEEPER THAN 15%. EROSION CONTROL BLANKET SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

14. TEMPORARY CONTROL MEASURES, SUCH AS SILT FENCE, SHALL BE REMOVED WITHIN 30 DAYS AFTER PERMANENT STABILIZATION IS ATTAINED.

C. WINTER CONDITIONS - NO WINTER SITE CONSTRUCTION IS PROPOSED ON THIS PROJECT.

D. HOUSEKEEPING

1. SPILL PREVENTION. CONTROLS MUST BE USED TO PREVENT POLLUTANTS FROM CONSTRUCTION AND WASTE MATERIALS STORED ON-SITE, INCLUDING STORAGE PRACTICES TO MINIMIZE EXPOSURE OF THE MATERIALS TO STORM WATER, AND APPROPRIATE SPILL PREVENTION, CONTAINMENT, AND RESPONSE PLANNING AND IMPLEMENTATION.

2. GROUNDWATER PROTECTION. DURING CONSTRUCTION, LIQUID PETROLEUM PRODUCTS AND OTHER HAZARDOUS MATERIALS WITH THE POTENTIAL TO CONTAMINATE GROUNDWATER MAY NOT BE STORED OR HANDLED IN AREAS OF THE SITE DRAINING TO AN INFILTRATION AREA. AN "INFILTRATION AREA" IS ANY AREA OF THE SITE THAT BY DESIGN OR AS A RESULT OF SOILS, TOPOGRAPHY AND OTHER RELEVANT FACTORS, ACCUMULATES RUNOFF THAT INFILTRATES INTO THE SOIL. DIKES, BERMS, SUMPS, AND OTHER FORMS OF SECONDARY CONTAINMENT THAT PREVENT DISCHARGE TO GROUNDWATER MAY BE USED TO ISOLATE PORTIONS OF THE SITE FOR THE PURPOSES OF STORAGE AND HANDLING OF THESE MATERIALS.

3. FUGITIVE SEDIMENT AND DUST. ACTIONS MUST BE TAKEN TO ENSURE THAT ACTIVITIES DO NOT RESULT IN NOTICEABLE EROSION OF SOILS OR FUGITIVE DUST EMISSIONS DURING OR AFTER CONSTRUCTION. OIL MAY NOT BE USED FOR DUST CONTROL.

4. DEBRIS AND OTHER MATERIAL. LITTER, CONSTRUCTION DEBRIS, AND CONSTRUCTION CHEMICALS EXPOSED TO STORM WATER, MUST BE PREVENTED FROM BECOMING A POLLUTANT SOURCE.

5. COMPLY WITH THE REQUIREMENTS OF SECTION 01570, CONSTRUCTION WASTE MANAGEMENT, FOR REMOVAL AND DISPOSAL OF CONSTRUCTION DEBRIS AND WASTE.

6. TRENCH OR FOUNDATION DE-WATERING. THE COLLECTED WATER REMOVED FROM THE PONDED AREA, EITHER THROUGH GRAVITY OR PUMPING, MUST BE SPREAD THROUGH NATURAL WOODED BUFFERS OR REMOVED AREAS THAT ARE SPECIFICALLY DESIGNATED TO COLLECT THE MAXIMUM AMOUNT OF SEDIMENT POSSIBLE, LIKE A COFFER DAM SEDIMENTATION BASIN. AVOID ALLOWING THE WATER TO FLOW OVER DISTURBED AREAS OF THE SITE.

E. INSPECTION AND MAINTENANCE

1. INSPECT DISTURBED AND IMPERVIOUS AREAS, EROSION AND STORM WATER CONTROL MEASURES, AREAS USED FOR STORAGE THAT ARE EXPOSED TO PRECIPITATION, AND LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE AT LEAST ONCE A WEEK AND BEFORE AND AFTER A STORM EVENT, PRIOR TO COMPLETION OF PERMANENT STABILIZATION. A PERSON WITH KNOWLEDGE OF EROSION AND STORM WATER CONTROLS, INCLUDING THE STANDARDS IN THE MAINE CONSTRUCTION GENERAL PERMIT AND ANY DEP OR MUNICIPAL COMPANION DOCUMENTS, MUST CONDUCT THE INSPECTION. THIS PERSON MUST BE IDENTIFIED IN THE INSPECTION LOG. IF BEST MANAGEMENT PRACTICES (BMPS) NEED TO BE MODIFIED IF ADDITIONAL BMPS ARE NECESSARY, IMPLEMENTATION MUST BE COMPLETED WITHIN 7 CALENDAR DAYS AND PRIOR TO ANY STORM EVENT (RAINFALL). ALL MEASURES MUST BE MAINTAINED IN EFFECTIVE OPERATING CONDITION UNTIL AREAS ARE PERMANENTLY STABILIZED.

2. AN INSPECTION AND MAINTENANCE LOG MUST BE KEPT SUMMARIZING THE SCOPE OF THE INSPECTION, NAME AND QUALIFICATIONS OF THE PERSON PERFORMING THE INSPECTION, DATE, AND MAJOR OBSERVATIONS RELATING TO OPERATION OF EROSION AND SEDIMENTATION CONTROLS AND POLLUTION PREVENTION MEASURES. MAJOR OBSERVATIONS MUST INCLUDE: BMPS THAT NEED TO BE MAINTAINED, LOCATION(S) OF BMPS THAT FAILED TO OPERATE AS DESIGNED OR PROVED INADEQUATE FOR A PARTICULAR LOCATION, AND LOCATION(S) WHERE ADDITIONAL BMPS ARE NEEDED THAT DID NOT EXIST AT THE TIME OF THE INSPECTION. FOLLOW-UP TO CORRECT DEFICIENCIES OR ENHANCE CONTROLS MUST ALSO BE INDICATED IN THE LOG AND DATED, INCLUDING WHAT ACTION WAS TAKEN AND WHEN.

F. CONSTRUCTION SCHEDULE & SEQUENCE

1. INSTALL TEMPORARY EROSION CONTROL MEASURES IN THE VICINITY OF THE CONSTRUCTION AREA, INCLUDING A STABILIZED CONSTRUCTION ENTRANCE AT LOCATIONS DEEMED NECESSARY BY THE OWNER'S REPRESENTATIVE, SEDIMENT BARRIERS, AND SILT FENCE.

2. REMOVE EXISTING PAVEMENT AND STRUCTURES AS SHOWN, STOCKPILE REUSABLE MATERIAL, AND DISPOSE OF UNUSABLE AND/OR SURPLUS MATERIAL. INSTALL UNDERGROUND UTILITIES AND INSTALL NEW BASE GRAVEL IN PARKING AREAS AND DRIVES.

3. EXCAVATE AROUND FOUNDATIONS FOR BUILDING IMPROVEMENTS AND DRIP EDGE INSTALLATION.

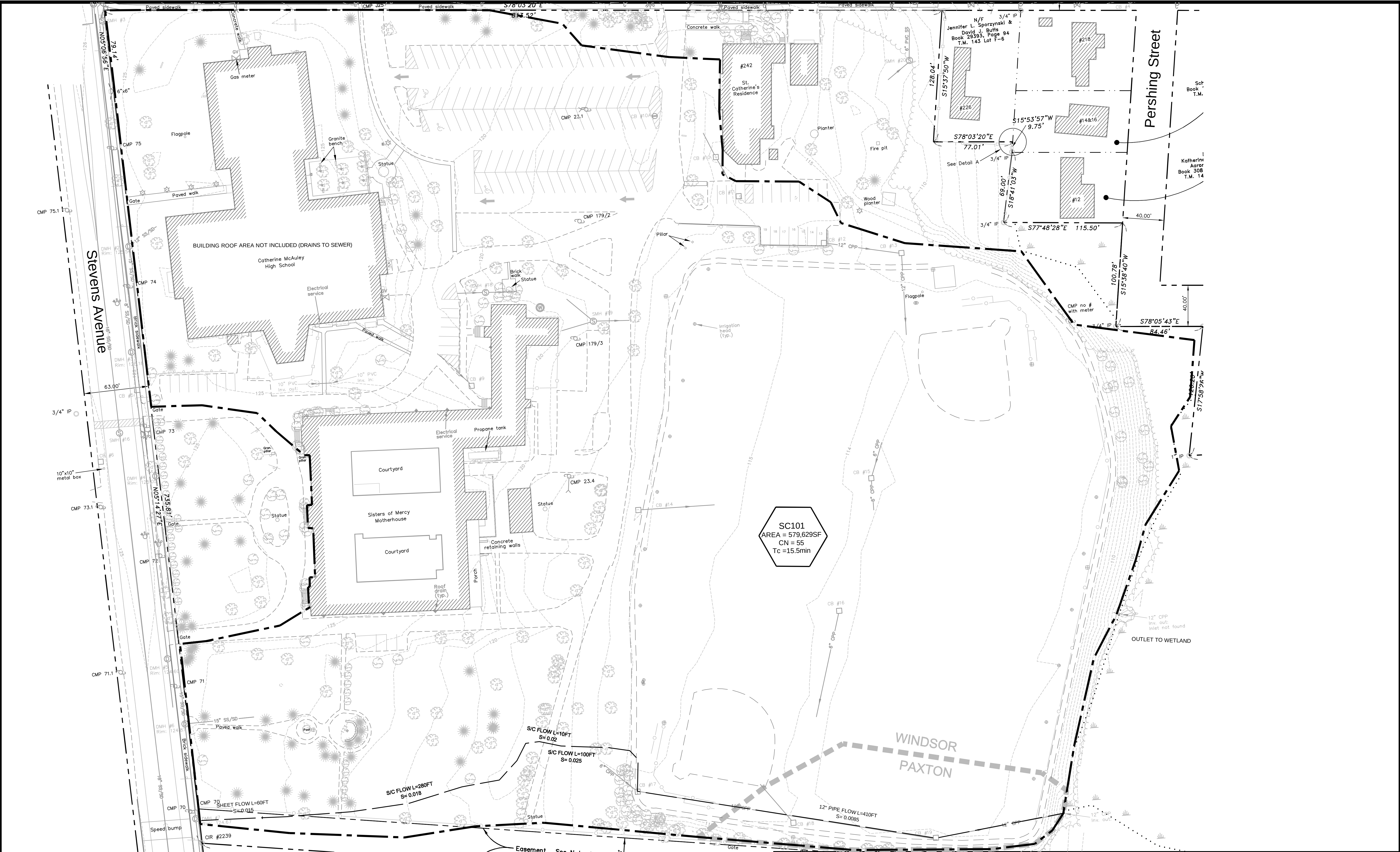
4. CONSTRUCT OTHER SITE IMPROVEMENTS, INCLUDING PAVEMENT, SIDEWALKS.

5. INSTALL LANDSCAPING AND HARDSCAPE AROUND BUILDINGS.

6. FOLLOWING PERMANENT STABILIZATION OF THE SITE, REMOVE TEMPORARY EROSION CONTROL MEASURES.

PRELIMINARY - NOT FOR CONSTRUCTION

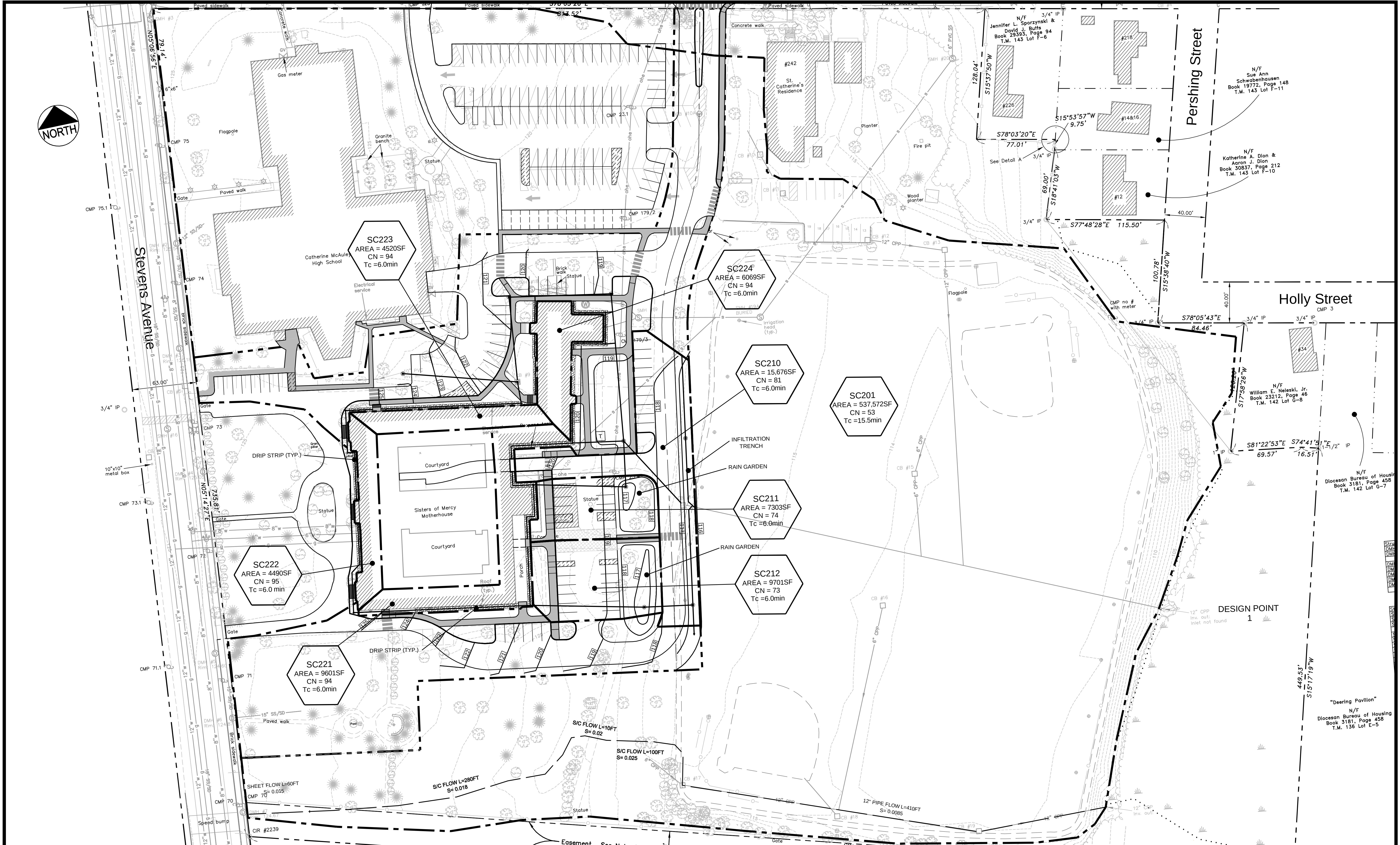
			PROJECT MOTHERHOUSE SENIOR HOUSING		 FAY, SPOFFORD & THORNDIKE ENGINEERS • PLANNERS • SCIENTISTS 778 MAIN ST, SUITE 8, SOUTH PORTLAND, ME 04106	
			SHEET TITLE EROSION CONTROL NOTES			
2	07.28.15		REISSUED FOR SITE PLAN REVIEW	CLIENT MOTHERHOUSE ASSOCIATES LP	DRAWN: DED	DATE: JUNE 2015
1	06.24.15		ISSUED FOR SITE PLAN REVIEW		DESIGNED: ADJ	SCALE: AS NOTED
REV	DATE	DESCRIPTION	P.E. ANDREW D. JOHNSTON	CHECKED: ADJ	JOB NO. SP-M162	
REVISIONS			LIC. #9994	FILE NAME: SP-M162 DETAILS		
				SHEET	C8.1	



SC101
AREA = 579,629SF
CN = 55
Tc = 15.5min

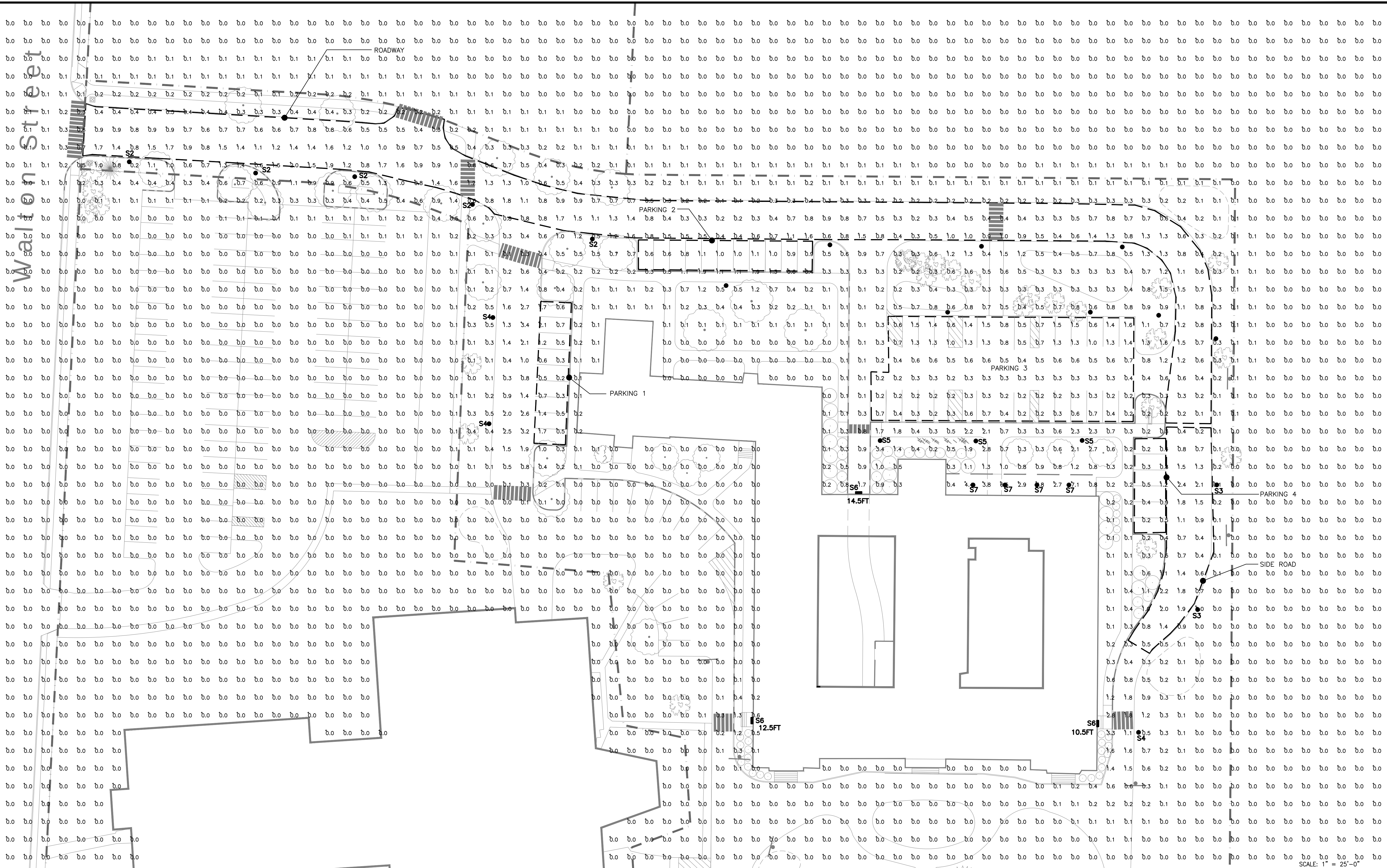
PRELIMINARY - NOT FOR CONSTRUCTION

STATE OF MAINE ANDREW D. JOHNSTON NO. 9994 6-24-15 LICENSED PROFESSIONAL ENGINEER P.E. ANDREW D. JOHNSTON LIC. #9994			PROJECT MOTHERHOUSE SENIOR HOUSING SHEET TITLE PRE-DEVELOPMENT WATERSHED PLAN CLIENT MOTHERHOUSE ASSOCIATES LP	FST 100 YEARS FAY, SPOFFORD & THORNDIKE ENGINEERS · PLANNERS · SCIENTISTS 778 MAIN ST., SUITE 8, SOUTH PORTLAND, ME 04106 <table><tr><td>DRAWN: ADJ</td><td>DATE: JUNE 2015</td></tr><tr><td>DESIGNED: ADJ</td><td>SCALE: 1" = 40'</td></tr><tr><td>CHECKED: ADJ</td><td>JOB NO. SP-M162</td></tr><tr><td>FILE NAME: WSHED-PRE</td><td></td></tr><tr><td>SHEET</td><td>C 9.0</td></tr></table>	DRAWN: ADJ	DATE: JUNE 2015	DESIGNED: ADJ	SCALE: 1" = 40'	CHECKED: ADJ	JOB NO. SP-M162	FILE NAME: WSHED-PRE		SHEET	C 9.0
DRAWN: ADJ	DATE: JUNE 2015													
DESIGNED: ADJ	SCALE: 1" = 40'													
CHECKED: ADJ	JOB NO. SP-M162													
FILE NAME: WSHED-PRE														
SHEET	C 9.0													
<table><tr><th>REV</th><th>DATE</th><th>DESCRIPTION</th></tr><tr><td>1</td><td>06.24.15</td><td>ISSUED FOR SITE PLAN REVIEW</td></tr><tr><td colspan="3">REVISIONS</td></tr></table>	REV	DATE	DESCRIPTION	1	06.24.15	ISSUED FOR SITE PLAN REVIEW	REVISIONS							
REV	DATE	DESCRIPTION												
1	06.24.15	ISSUED FOR SITE PLAN REVIEW												
REVISIONS														

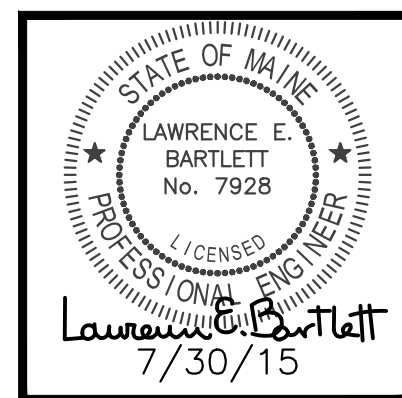


(IN FEET)
1 inch = 40 ft.

				PROJECT MOTHERHOUSE SENIOR HOUSING		 FAY, SPOFFORD & THORNDIKE ENGINEERS · PLANNERS · SCIENTISTS 778 MAIN ST, SUITE 8, SOUTH PORTLAND, ME 04106
				SHEET TITLE POST-DEVELOPMENT WATERSHED PLAN		
				CLIENT MOTHERHOUSE ASSOCIATES LP		
1	06.24.15	ISSUED FOR SITE PLAN REVIEW	P.E. ANDREW D. JOHNSTON LIC. #9994	DRAWN: ADJ DATE: JUNE 2015		
REV.	DATE	DESCRIPTION		DESIGNED: ADJ SCALE: 1" = 40'		
				CHECKED: ADJ JOB NO. SP-M162		
REVISIONS				FILE NAME: WSHD-POST		
				SHEET	C 9.1	



NOTES:
1. CALCULATIONS REPRESENT INITIAL FOOTCANDLE LEVELS AT GRADE.



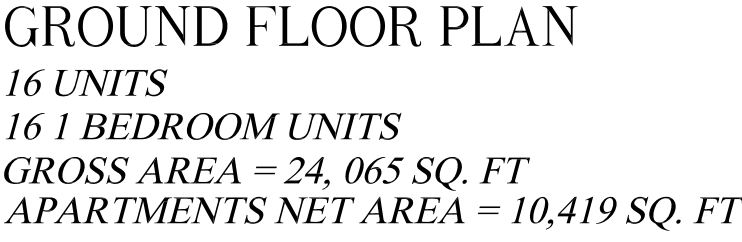
Bartlett Design
LIGHTING & ELECTRICAL ENGINEERING
942 WASHINGTON STREET, BATH, ME 04530
TEL (207) 443-5447 FAX (207) 443-5560

date drawn: 07/28/15
date issued: 07/28/15
drawn by: JLC
scale: AS NOTED

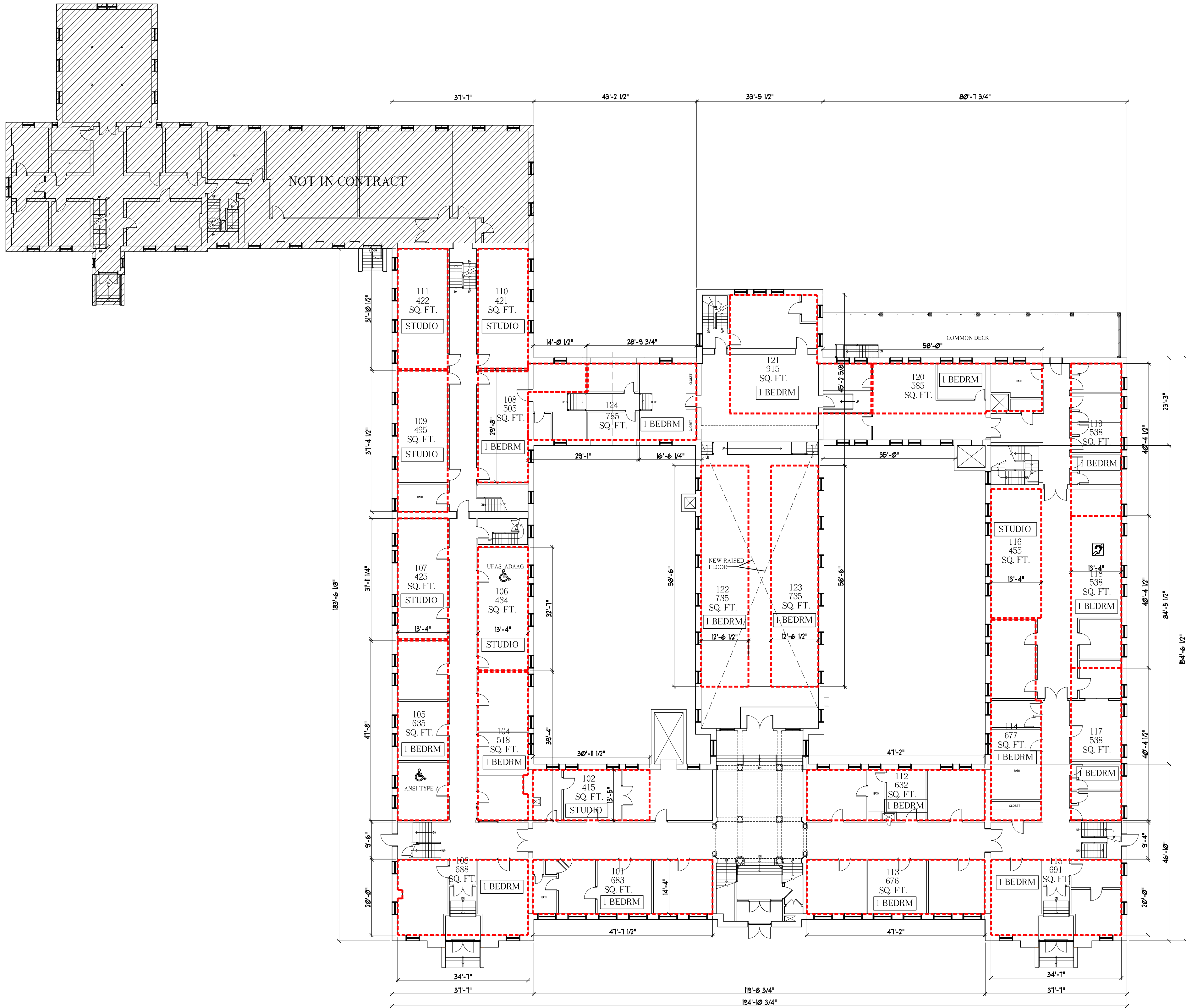
project: MOTHERHOUSE SENIOR HOUSING
PORTLAND, MAINE
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project no. 15-0032
revisions:

E0.0
sheet number

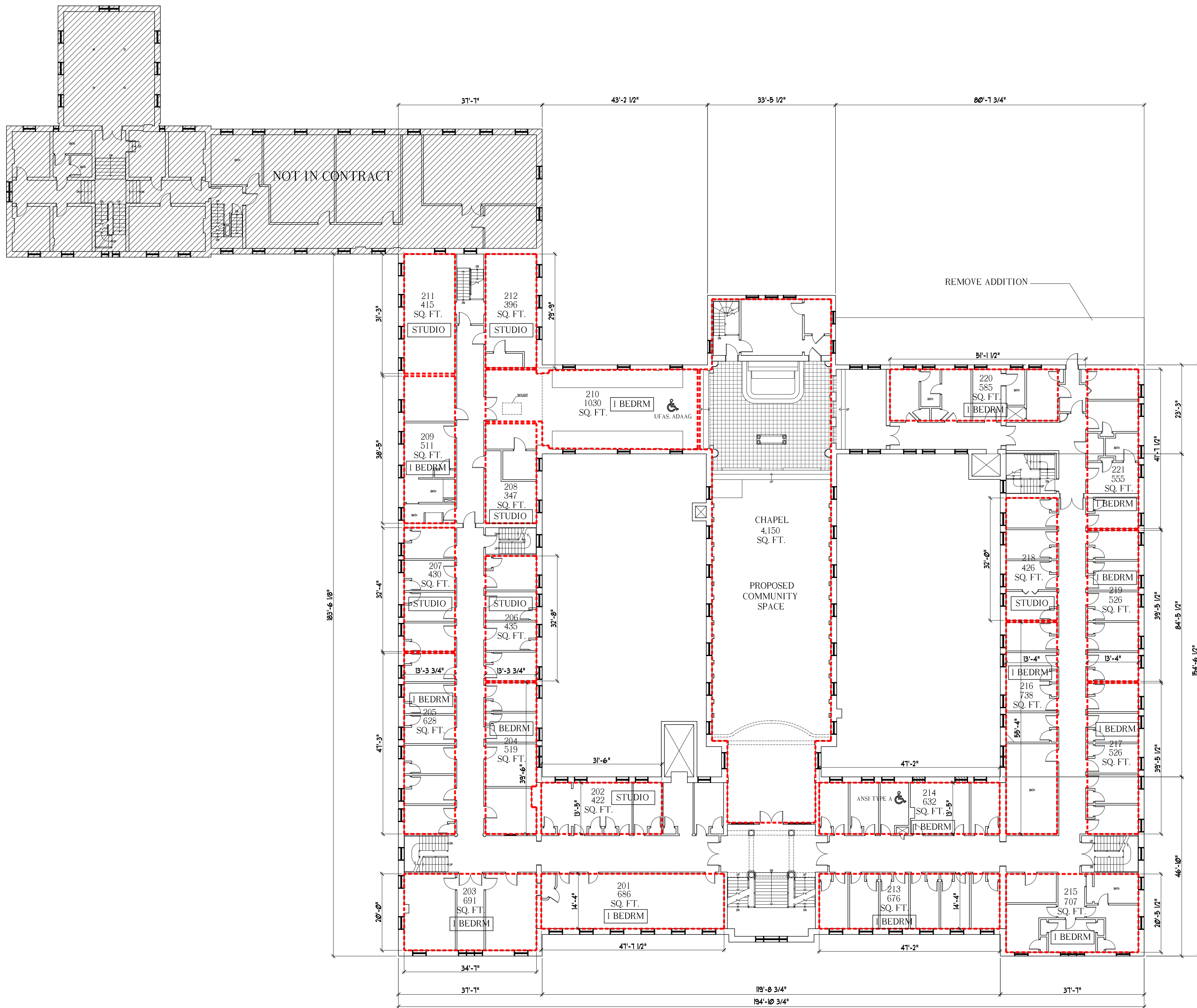


PROJECT TOTALS
88 UNITS
20 STUDIO UNITS, 68 1 BEDROOM UNITS



FIRST FLOOR PLAN
24 UNITS
7 STUDIO UNITS, 17 1 BEDROOM UNITS
GROSS AREA = 24, 212 SQ. FT
APARTMENTS NET AREA = 14,659 SQ. FT

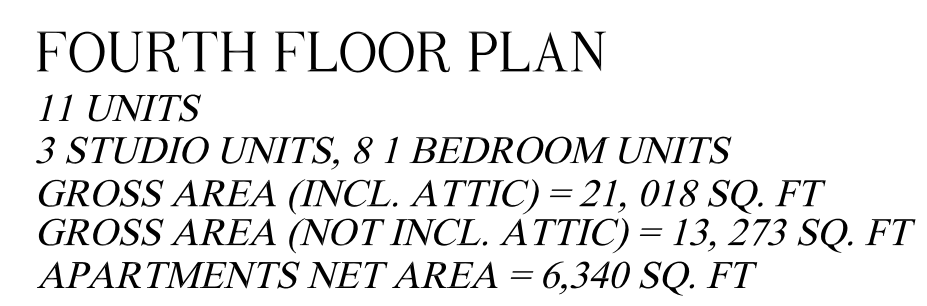
Date: 23 June 2015		Scale: 1/16" = 1'-0"	FIRST FLOOR PLAN
Revisions: Issued 07-28-15			
Project: MOTHERHOUSE SENIOR HOUSING PORTLAND, MAINE			Architect: ARCHETYPE architects 48 Union Wharf Portland, Maine 04101 (207) 772-6022 Fax (207) 772-4056
Consulting Engineer:			
Owner:		Developer:	

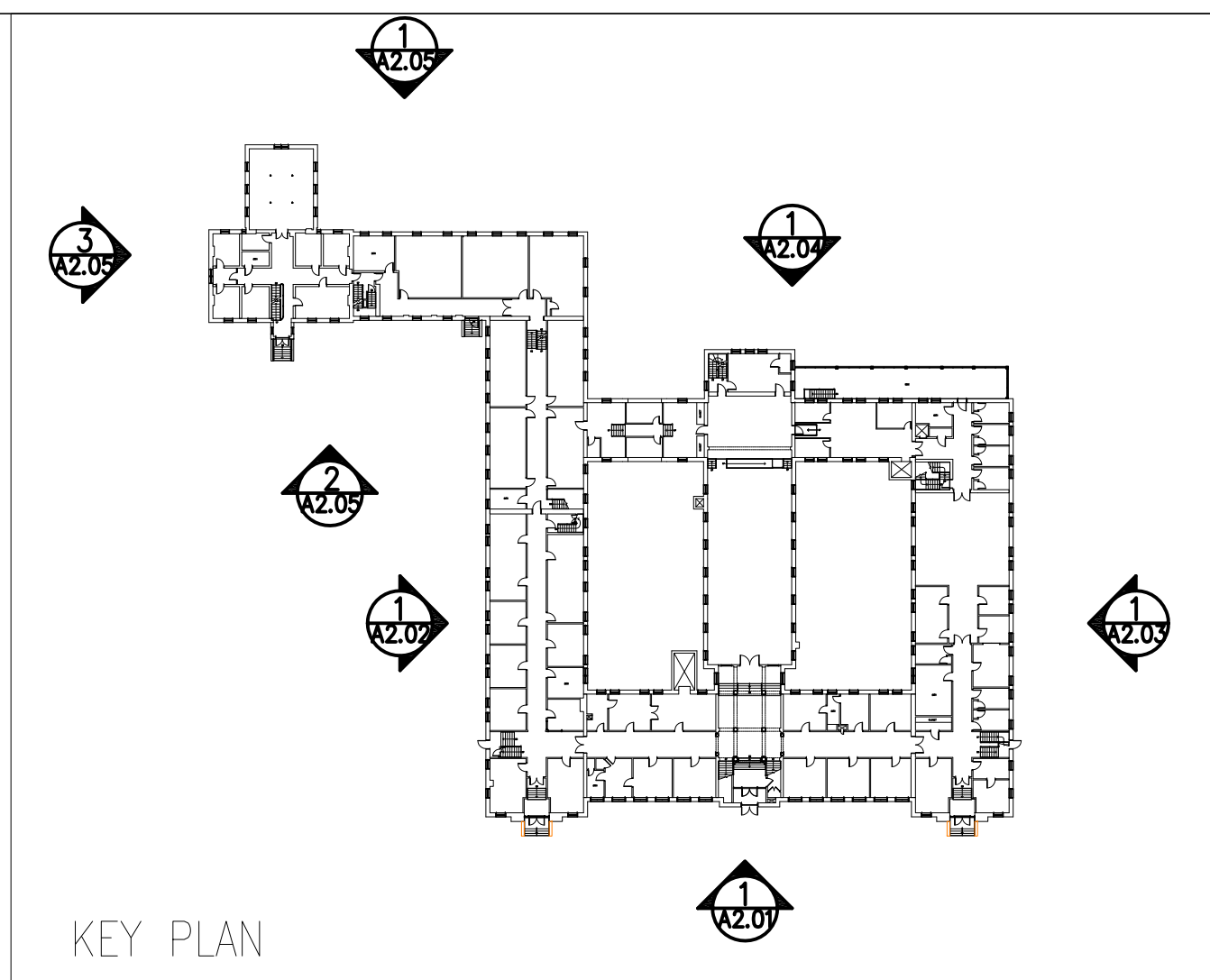
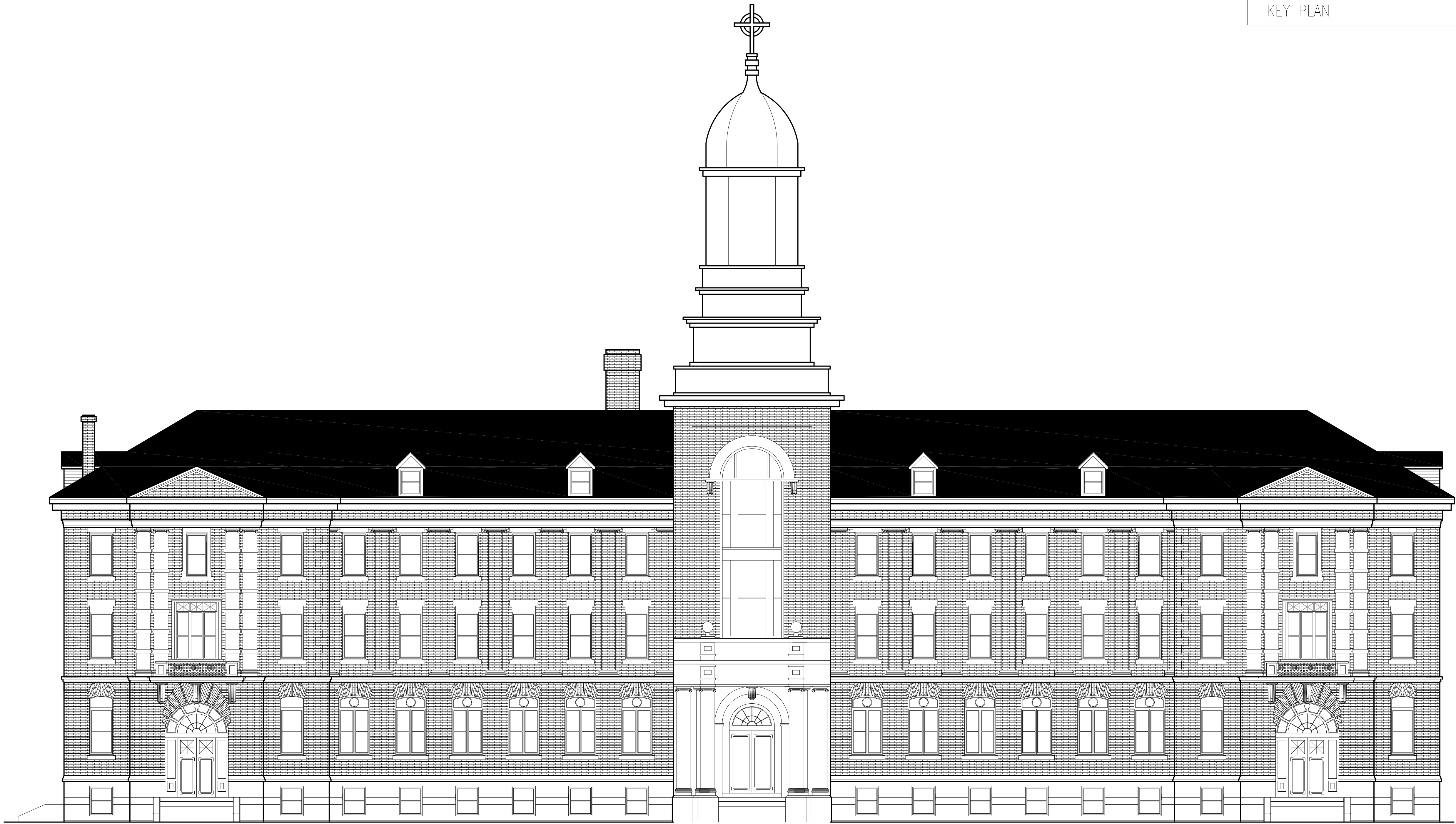


SECOND FLOOR PLAN

21 UNITS
7 STUDIO UNITS, 14 1 BEDROOM UNITS
GROSS AREA (INCL. CHAPEL) = 24, 153 SQ. FT
GROSS AREA (NOT INCL. CHAPEL) = 18, 333 SQ. FT
APARTMENTS NET AREA = 10,604 SQ. FT

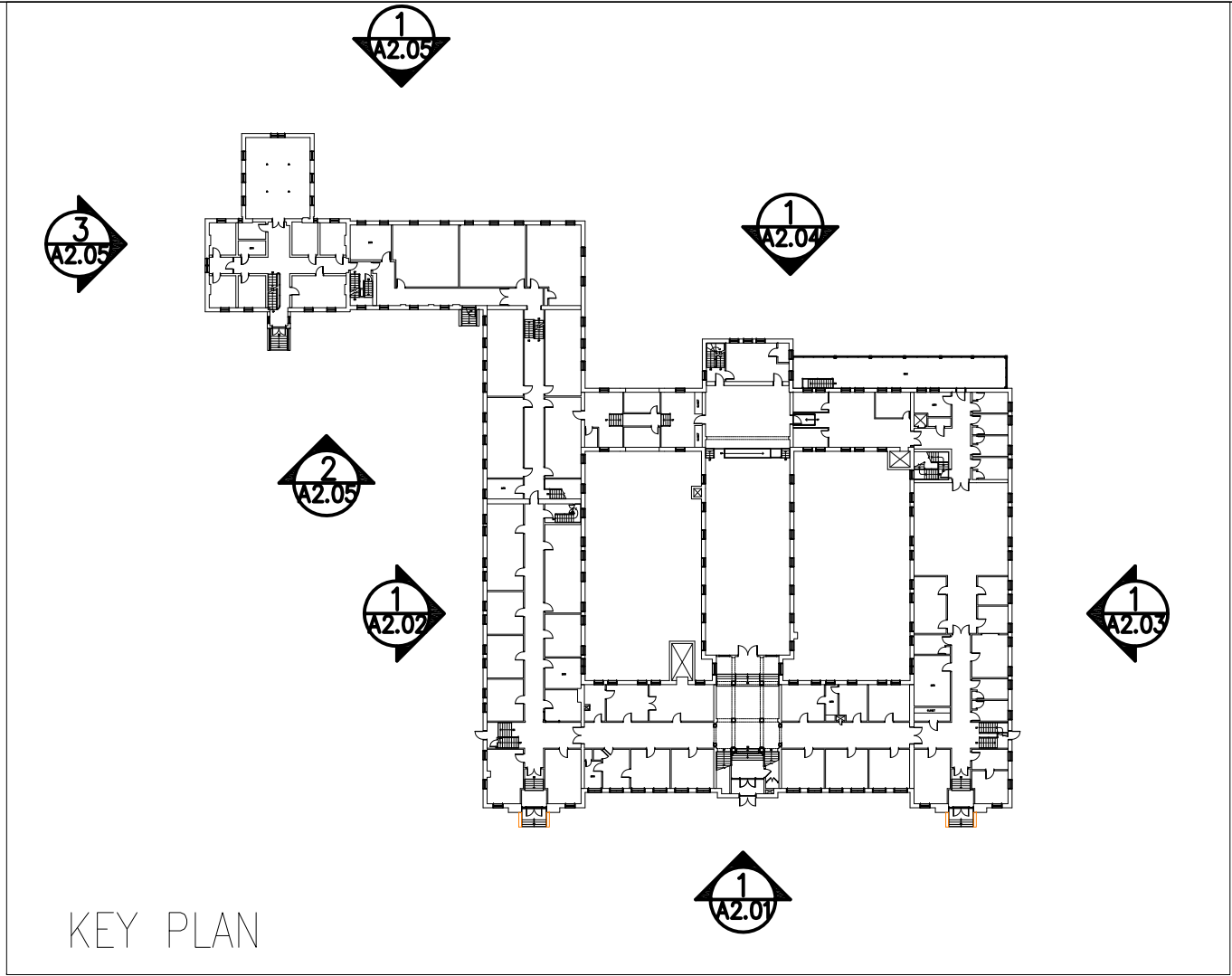
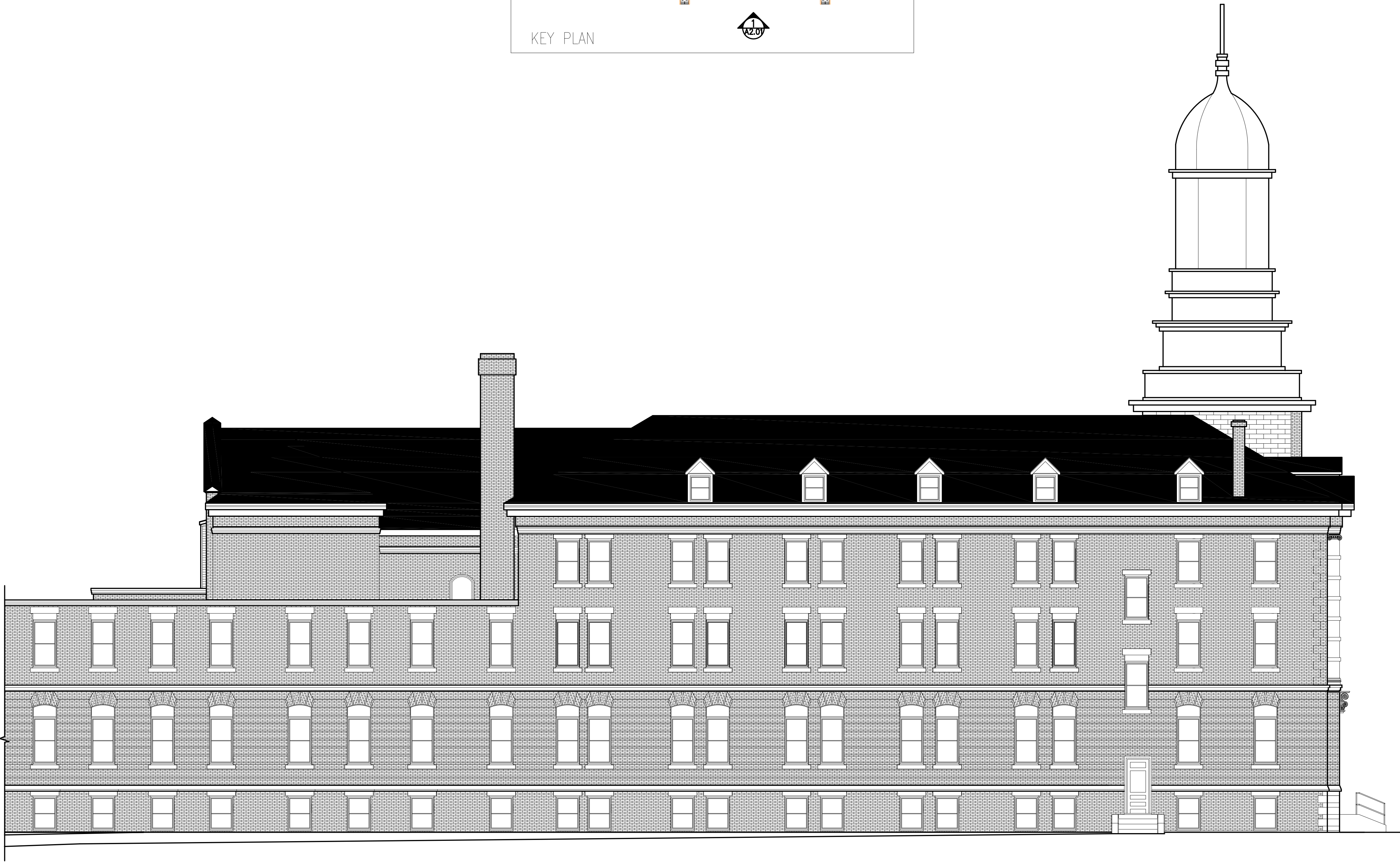
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Revisions: Issued 07-28-15					
Project: MOTHERHOUSE SENIOR HOUSING		Architect: ARCHETYPE architects		Consulting Engineer:	
PORTLAND, MAINE		48 Union Wharf Portland, Maine 04101		Owner: Developer:	
		(207) 772-6022 Fax (207) 772-4056			





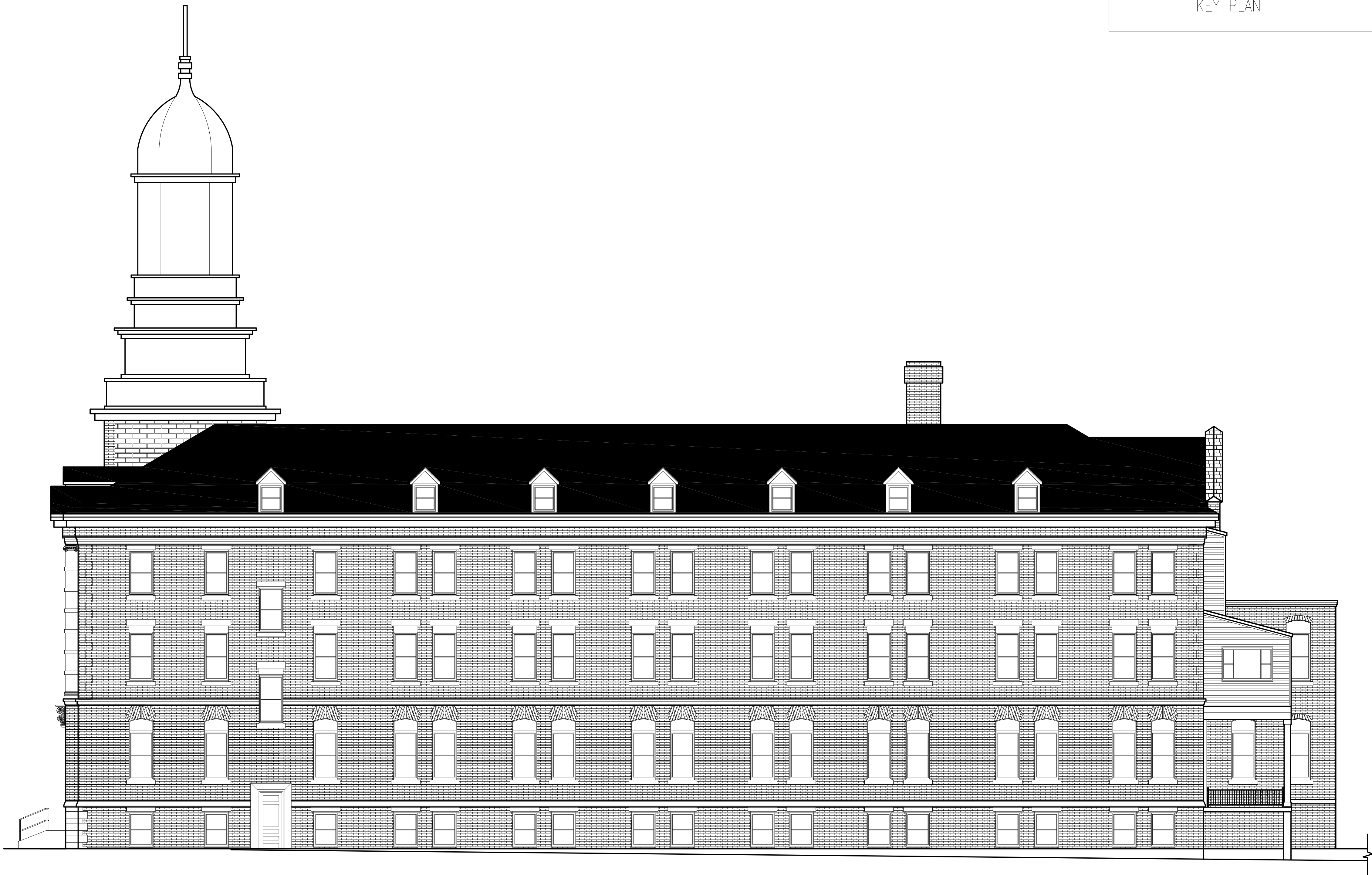
1 | SOUTH ELEVATION

Owner:		Developer:	
Consulting Engineer:			
Architect:		ARCHETYPE architects 48 Union Wharf Portland, Maine 04101 (207) 772-6022 Fax (207) 772-4056	
Project:		MOTHERHOUSE SENIOR HOUSING PORTLAND, MAINE	
Revisions:		Issued 07-28-15	
Date:	Scale:	SOUTH ELEVATION	
23 Jun 2015	1/8" = 1'-0"		
A2.01			

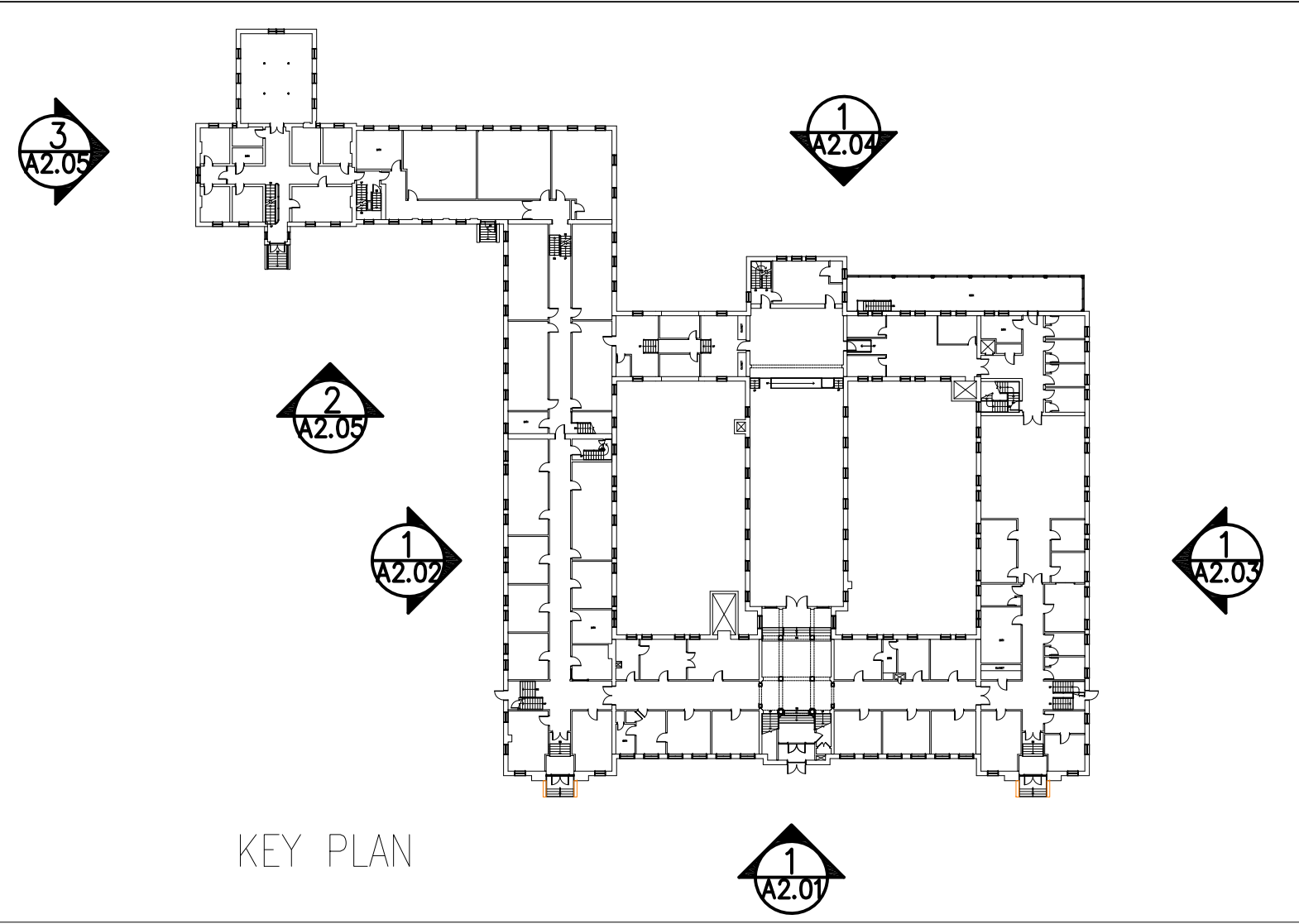


1 | WEST ELEVATION

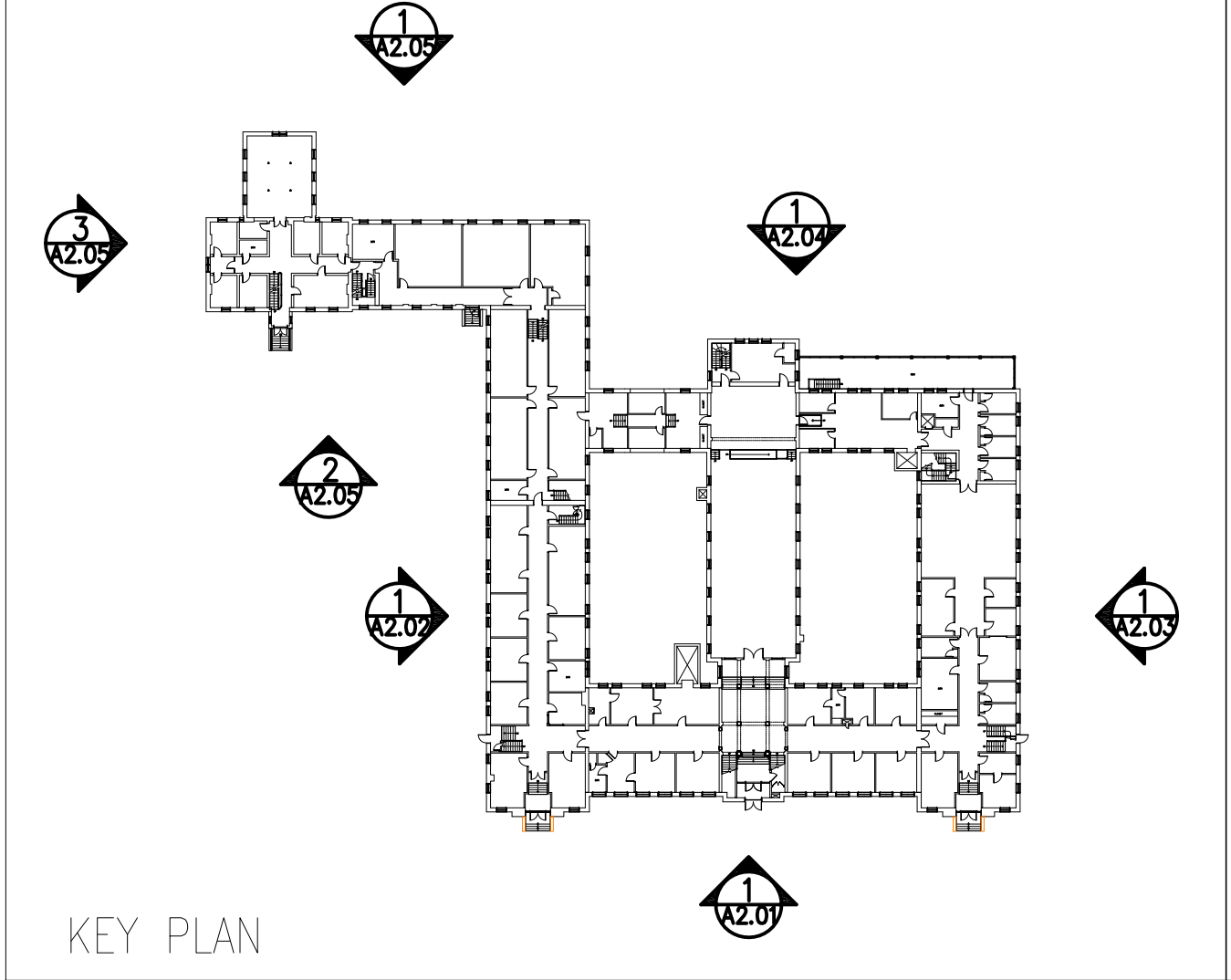
Date: 23 Jun 2015		Scale: 1/8" = 1'-0"	Revisions: Issued 07-28-15	Project: MOTHERHOUSE SENIOR HOUSING PORTLAND, MAINE	Architect: ARCHETYPE architects 48 Union Wharf Portland, Maine 04101 (207) 772-6022 Fax (207) 772-4056	Consulting Engineer:	Owner:	Developer:
WEST ELEVATION							A2.02	



1 EAST ELEVATION



Date: 23 Jun 2015		Scale: 1/8" = 1'-0"	Revisions: Issued 07-28-15	Project: MOTHERHOUSE SENIOR HOUSING PORTLAND, MAINE	Architect: ARCHETYPE architects 48 Union Wharf Portland, Maine 04101 (207) 772-6022 Fax (207) 772-4056	Consulting Engineer:	Owner:	Developer:
EAST ELEVATION							A2.03	



1 NORTH ELEVATION 1

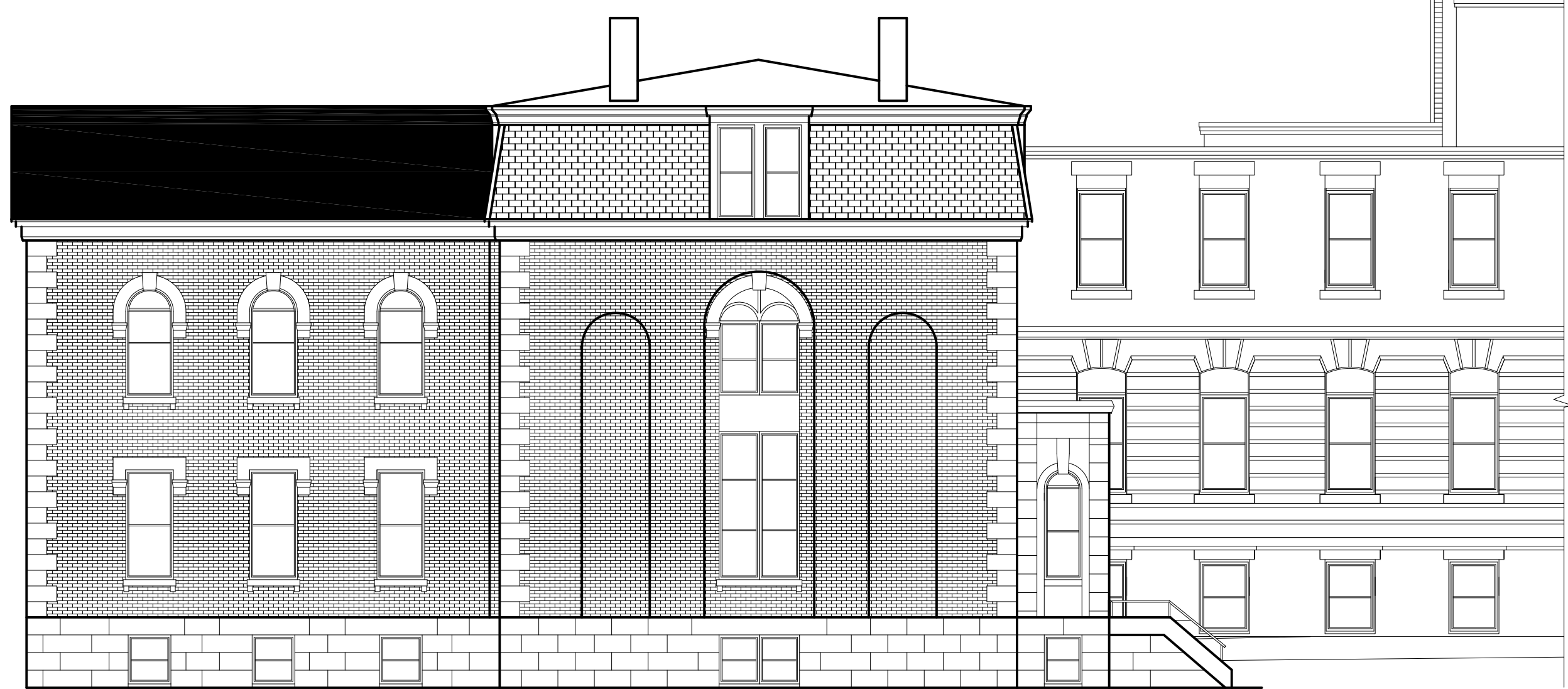
Date: 23 Jun 2015		Scale: 1/16" = 1'-0"	Revisions: Issued 07-28-15	Project: MOTHERHOUSE SENIOR HOUSING PORTLAND, MAINE	Architect: ARCHETYPE architects 48 Union Wharf Portland, Maine 04101 (207) 772-6022 Fax (207) 772-4056	Consulting Engineer:	Owner:	Developer:
NORTH ELEVATION							A2.04	



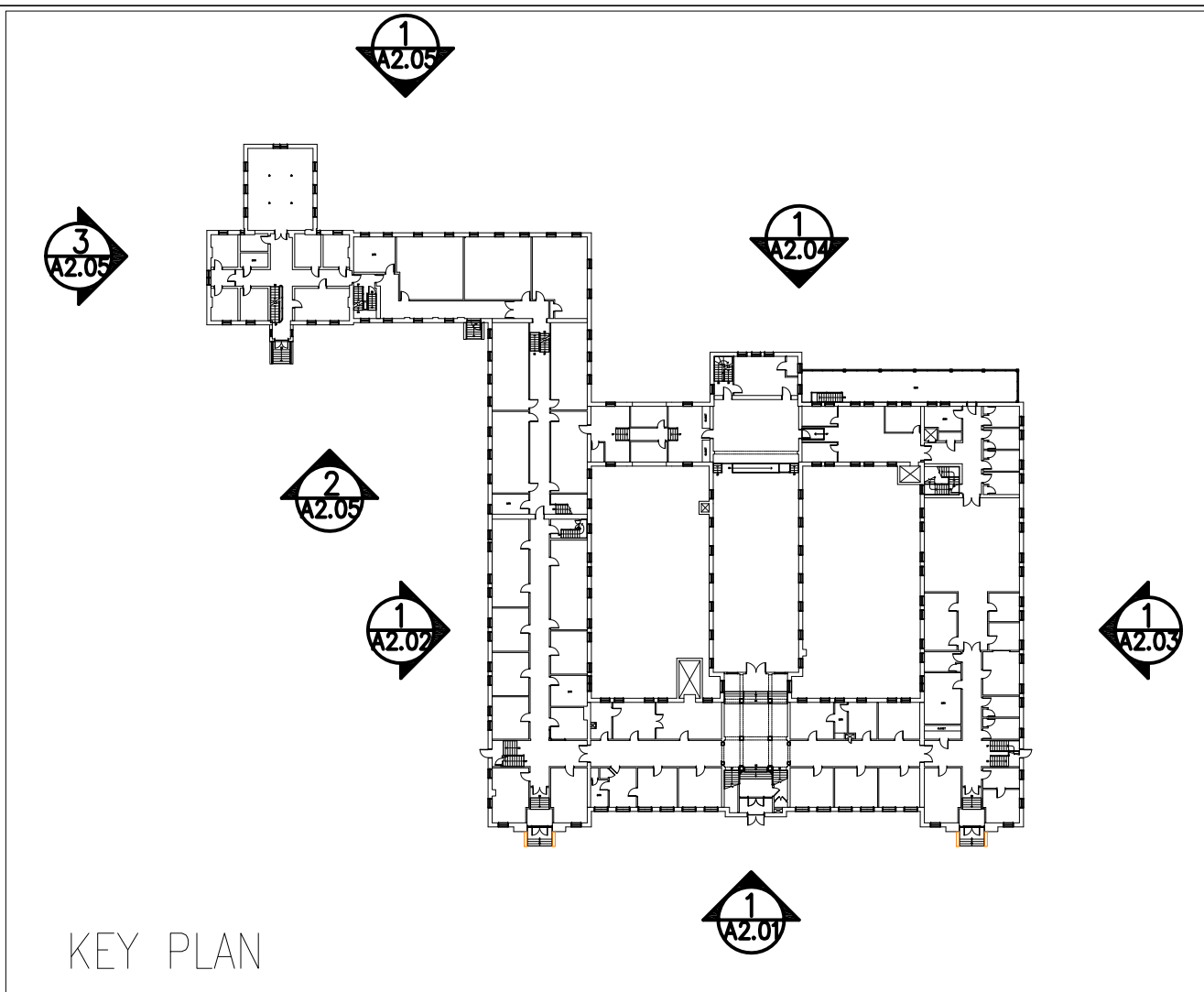
1 NORTH ELEVATION 2



2 WEST ELEVATION



3 SOUTH ELEVATION



A2.05		ELEVATIONS		Project:		MOTHERHOUSE SENIOR HOUSING		PORTLAND, MAINE		Architect:		Developer:		Owner:	
Date: 23 Jun 2015		Scale: 1/8" = 1'-0"		Revisions: Issued 07-28-15						48 Union Wharf Portland, Maine 04101 (207) 772-6022 Fax (207) 772-4056					