

1. Agenda

Documents: [AGENDA 10.22.12.PDF](#)

2. Packet

Documents: [FPACURRENT102212.PDF](#)

CITY OF PORTLAND, MAINE
Agenda

Portland Fish Pier Authority

DATE: 10/22/2012

TIME: 3:00 PM

LOCATION: Room 209

AGENDA

1. Welcome and Introductions
2. Approval of minutes from August 13, 2012 meeting.
3. Financial Update - Rhonda Provencher
4. Fish Exchange Report - Bert Jongerden
5. Discuss request from Carroll Associates on behalf of Browne Trading for loading dock improvements.
6. Other Business.
7. **Executive Session to discuss lease extension**

AGENDA

PORTLAND FISH PIER AUTHORITY BOARD OF DIRECTORS

Monday, October 22, 2012

3:00 p.m.

Room 209

Portland City Hall

- 1) Welcome and Introductions
- 2) Approval of the Minutes from the August 13, 2012 meeting
- 3) Financial Update – Rhonda Provencher
- 4) Fish Exchange Report – Bert Jongerden
- 5) Discuss request from Carroll Associates on behalf of Browne Trading for loading dock improvements.
- 6) Other Business.
- 7) Executive Session to discuss lease extension.

**Portland Fish Pier Authority
Board of Directors
Meeting Minutes
Monday, August 13, 2012**

Attendees: Board: Rob Elder, Nick Mavodones, Terry Stockwell, Ray Swenton, Bert Jongerden (PFE). City Staff: Larry Walden, Bob Leeman and Rhonda Girard. Public: Alan Tracy, Vessel Services, Heidi Todd, Dropping Springs, Brian Mayhew, Dropping Springs, Greg Davidson, Fish Pier Associates, Sam Davidson, Fish Pier Associates, Stewart Wooden, North Atlantic.

1) Welcome & Introductions

Chair Elder welcomed everyone and opened the meeting.

2) Approval of the Minutes from the June 18, 2012 meeting

Chair Elder asked for a motion to approve the minutes. Motion made by Terry Stockwell, seconded by Nick Mavodones. Motion passed 5-0.

3) Financial Update – Rhonda Girard

Rhonda Girard provided Board with financial updates.

4) Fish Exchange Report – Bert Jongerden

The fiscal year started April 1. Revenues look good and we are ahead of last year. The fishing landings are up, 2,300,000 pounds so far this year, however July is down and it has been a slow summer for landings. White Hake situation is bad. Lots of herring landings, well over budget. Next year does not look good for ground fish, because of expected quota reductions. We have the pre-bid meeting for refrigeration system, and bid opening is scheduled for August 23, so that is moving along. The existing systems are operating for now.

The parties who have been landing tuna have filed insurance, fees, etc., so that issue appears to be resolved.

5) Fish Pier Authority approval of Portland Fish Pier Associates d/b/a Marine Trade Center borrowing.

Consent to mortgage as described in a letter dated August 6, 2012 to Portland Fish Pier Authority (Rob Elder), moved by Nick Mavodones, seconded by Terry Stockwell, passed 5-0.

6) Lease Extensions:

a) Discussion and possible approval of Bristol Seafood's lease. tabled, moved by Nick Mavodones, seconded by Terry Stockwell, passed 4-0 (with Ray Swenton abstaining). Ray passed out sketch plan for proposed expansion of their building, which will be going to the Planning Board.

b) Atlantic Resources lease extension. Tabled, moved by Nick Mavodones, seconded by Terry Stockwell, passed 5-0.

7) Other Business

Dropping Springs update want reimbursement \$16,936.12 for its moving expenses. Finance department and legal department to review, before next meeting both the MOU and the materials provided at the meeting by Dropping Springs, and to present their analysis to the Authority Board then.

Vessel Services lease extension update. Larry Walden is working on this with Alan and his attorney, Peter van Hamel. Alan acknowledged that the Authority views this extension and update as independent of VSI's request/discussion with the Fish Exchange. Ice and fuel exclusive to the added into the draft 3rd amendment, if it is not in it already.

The next meeting is scheduled for October, date to be worked out, and possibly moved from the 22th to the 18th, as more Board members are available on the 18th. Peggy to follow-up on this.

Meeting Adjourned.

Fish Pier Authority
FY13 Budget Status
As of Sept 30, 2012

	FY12 Budget	YTD	Balance	%	FY11 YTD	FY12 vs. FY11	%
Revenue:							
<i>Miscellaneous</i>	39,475	3,034	36,441	7.7%	627	2,407	383.9%
<i>Berthing</i>	32,484	8,371	24,113	25.8%	8,121	250	3.1%
<i>Parking</i>	254,291	70,401	183,890	27.7%	57,099	13,302	23.3%
<i>Ground Rent (Leases)</i>	151,761	36,723	115,038	24.2%	35,631	1,092	3.1%
Total Revenue	478,011	118,530	359,481	24.8%	101,478	17,052	16.8%
Expenditures:							
<i>Admin. and Maint. Services</i>	36,375	5,777	30,598	15.9%	4,384	1,393	31.8%
<i>Travel/Training/Meetings</i>	1,000	0	1,000	0.0%	0	0	0.0%
<i>Contractual Services</i>	20,500	2,855	17,645	13.9%	760	2,095	275.7%
<i>Engineering Services</i>	3,000	0	3,000	0.0%	995	(995)	-100.0%
<i>Printing/Copying</i>	400	0	400	0.0%	0	0	0.0%
<i>Equipment Repair</i>	20,000	275	19,725	1.4%	0	275	0.0%
<i>Land/Pier/Bldg Repair</i>	4,850	2,955	1,895	60.9%	0	2,955	0.0%
<i>Vehicle and Equip. Rental</i>	0	0	0	0.0%	0	0	0.0%
<i>Insurance</i>	11,425	1,770	9,655	15.5%	1,357	413	30.4%
<i>Supplies</i>	15,500	723	14,777	4.7%	186	537	288.8%
<i>Electricity</i>	13,000	783	12,217	6.0%	2,230	(1,447)	-64.9%
<i>Capital</i>	70,000	73,057	(3,057)	0.0%	0	73,057	0.0%
<i>Debt Service</i>	90,224	26,671	63,553	29.6%	17,378	9,293	53.5%
Total Expenditures	286,274	114,867	171,407	40.1%	27,290	87,577	320.9%
Net Revenues Over(Under) Expenditures	191,737	3,663	188,074	1.9%	74,188	(70,525)	-95.1%
CIP Projects							
C07801 Anode Replacement	250,000	211,587	38,413	84.6%			

Fresh Caviars



Finest Seafood

September 26, 2012

Mr. George Mitchell,

Pursuant to your conversation with Rod Mitchell earlier today, Browne Trading Company would like the renewal of our lease with the Portland Fish Pier Authority, and the City of Portland, as of September 1, 2012.

Please let me know if you have any questions, I am available at your convenience.

Regards,

A handwritten signature in black ink, appearing to be "Ted Callinan", written in a cursive style.

Ted Callinan
Controller
Browne Trading Company

LEASE AGREEMENT BETWEEN
PORTLAND FISH PIER AUTHORITY
AND
BROWNE TRADING CO., INC.

THIS AGREEMENT made this 14th day of September 2009, by and between the PORTLAND FISH PIER AUTHORITY, a Maine non-profit local development authority, having a place of business in the City of Portland, County of Cumberland, and State of Maine, and acting pursuant to the terms of a Lease between the City of Portland and the Portland Fish Pier Authority (hereinafter "AUTHORITY"), dated April 30, 1990, and BROWNE TRADING CO., a corporation organized under the laws of Maine and having a place of business in said Portland (hereinafter "BROWNE").

W I T N E S S E T H:

WHEREAS, AUTHORITY operates the Portland Fish Pier Complex, pursuant to the terms of a Management Agreement between it and the City of Portland, dated September 24, 1990; and

WHEREAS, BROWNE has been leasing certain property situated on the said complex pursuant to a Lease dated December 30, 2005; and

WHEREAS, Said lease by its terms expired on December 31, 2007; and

WHEREAS, the parties wish enter into a new Lease Agreement;

NOW, THEREFORE, in consideration of their mutual promises, covenants and agreements, and other good and valuable consideration, receipt of which is hereby acknowledged, the said parties agree, as follows:

1. DESCRIPTION OF PREMISES. The premises which are the subject of this lease contain 23,922 square feet, more or less, and are more fully described on the plan designated "Amended Recording Plat 'Portland Fish Pier Complex'," dated January 9, 2001, and recorded in the Cumberland County Registry of Deeds in Plan Book 201, Page 18, on January 18, 2001, as Parcel 12. A copy of the Plat is attached hereto as Exhibit A.

2. TERM. The term of the lease shall be three (3) years from and after September 1, 2009 through August 31, 2012, with an option to renew the lease for an additional two years in accordance with section 15 of this lease.

3. RENT. The rental for the premises will be One Thousand Four Hundred Seventy-Three Dollars and Thirty-One Cents (\$1,473.31) per month, for a yearly total of Seventeen Thousand Six Hundred Seventy-Nine Dollars and Seventy-Two Cents (\$17,679.72). BROWNE will pay AUTHORITY, without demand and in advance of the first (1st) day of each month. The parties acknowledge that all rents due and payable have been paid through May 31, 2009, and that the first payment due under this Revised and Restated Lease shall be on September 1, 2009 and shall include the rental fees for the months of June, July, August and September.

Lease Year (includes options to renew periods)	Monthly Payment with 2.5% Increase After First Year
September 1, 2010 - August 31, 2011	\$1,510.14
September 1, 2011 - August 31, 2012	\$1,547.90
September 1, 2012 - August 31, 2013	\$1,586.59
September 1, 2013 - August 31, 2014	\$1,626.26

4. PERMITTED USES. BROWNE may use and occupy the premises which are the subject of this lease only for the uses which are described below:

- (a) operation of a trash compactor, or other receptacle for trash, supported on a cement pad;
- (b) use and improvement of the existing gravel road which crosses the property for vehicular traffic;
- (c) employee only parking for no more than ten vehicles;
- (d) parking for customers of BROWNE's retail operations via the existing Commercial Street curb cut, subject to approval by the Portland planning authority and the AUTHORITY. Such parking, if approved, shall only be permitted during the normal business hours of the retail operation and shall be regulated by BROWNE or their agent(s) accordingly;
- (e) right of access across the paved areas of Lot 12a as shown on Exhibit A, for vehicles and pedestrians who are either business invitees, other than retail customers, or employees of BROWNE;
- (f) outdoor seating for BROWNE's customers and associated landscaping and fencing, subject Fish Pier Authority President and to City approval.

5. APPROVAL OF AUTHORITY. Notwithstanding any other provisions of this lease to the contrary, BROWNE may not

make any improvements to the premises, including, but not limited to, those described in Paragraph 4 above, without the prior written approval of the AUTHORITY. BROWNE will be responsible for procuring all approvals and permits necessary to make any improvements to the premises.

6. INSURANCE. As a condition of this lease, BROWNE agrees to maintain, at its own expense, from the time it begins exercising the rights granted by this lease until its termination, a policy of commercial general liability insurance, written on an occurrence basis, and including broad form contractual liability coverage, insuring against all claims for injury to or death of persons or destruction of or damage to property, on or about the licensed area, or arising out of the use of the license by BROWNE, its officers, agents, employees or invitees, as well as fire legal liability insurance. Such policies will name the Fish Pier Authority and the City of Portland as additional insureds. The minimum limits of liability of for the commercial general liability insurance will be a combined single limit of One Million Dollars (\$1,000,000.00), and the minimum limits of liability for the fire legal liability insurance will be a combined single limit of One Hundred Thousand Dollars (\$100,000.00).

Such insurance coverage will be effected upon terms reasonably available from insurers authorized to do business in Maine and having a Bests' rating of A or better, and under valid and enforceable policies which shall be non-amendable and non-cancelable without thirty (30) days prior notice to the AUTHORITY.

Certificates or other evidence of insurance coverages required of BROWNE in this Section, in amounts no less than

those stipulated herein or as may be in effect from time-to-time, shall be delivered to the AUTHORITY prior to use of the Premises.

7. LESSEE'S INDEMNITY. BROWNE will indemnify and save harmless both the AUTHORITY and also the City of Portland, their officers, agents, and employees, from and against all claims, expenses, losses, or liability of whatever nature, arising, directly or indirectly, from any accident or injury, however caused, to any person on or about the area which is the subject of this Lease, where such accident or injury results from any act, omission, or negligence on the part of BROWNE or BROWNE's contractors, licensees, agents, servants, employees, customers, or anyone claiming by or through BROWNE; provided, however, that in no event shall BROWNE be obligated under this Section to indemnify AUTHORITY, its officers, agents and employees, to the extent that such claim, expense, loss, or liability results from any omission, fault, negligence, or other misconduct of AUTHORITY or its officers, agents or employees, on or about the area which is the subject of this revocable license.

This indemnity and hold harmless provision includes indemnity against all reasonable expenses and liabilities incurred by or in connection with any claim or proceeding brought thereon, as well as the defense thereof with counsel reasonably acceptable to AUTHORITY and to the City of Portland.

8. NO ASSIGNMENT. The rights granted to BROWNE herein may not be assigned, transferred, encumbered or sublet in whole or in part by it.

9. REMOVAL OF IMPROVEMENTS MADE BY BROWNE. BROWNE agrees, at its own expense, to remove any improvements or structures which it may place in the leased premises within ninety (90) days after termination of the lease and to restore the area to the same condition it was in prior to the granting of the lease.

10. SURVIVAL OF CERTAIN PROVISIONS. The provisions of Article 7 (indemnification) and Article 9 (removal and restoration) shall survive termination of this lease and remain enforceable against BROWNE in regard to events which occurred prior to the date of termination and BROWNE's surrender of the premises to AUTHORITY.

11. MAINTENANCE. BROWNE is responsible for all maintenance of the leased premises, including, but not limited to, snowplowing and sanding, as circumstances may require, and, further, agrees to keep them in a neat and orderly condition to the satisfaction of the City of Portland Director of Public Buildings.

12. LAWS AND REQUIREMENTS. During the term, BROWNE shall, at its own cost and expense, promptly observe and comply with all existing and future laws, of the federal, state, and county and city governments, including the Fish Pier rules, and of all other governmental authorities affecting the Fish Pier Complex or appurtenances thereto, to the extent that such laws or regulations are directly related to the Premises, while such laws or regulations are in force, regardless of when enacted.

13. DEFAULT. The AUTHORITY may cancel and terminate this Lease in the event any monthly rental payment is in arrears, and remains unpaid for a period of fifteen (15) days after the payment is due, upon the giving of fifteen (15) days written notice to BROWNE of its intention to so terminate, at the end of which time all the rights of BROWNE shall terminate unless the rental payment owed shall have been tendered to the AUTHORITY within such fifteen (15) day period.

Upon thirty (30) days' prior written notice, either party may cancel and terminate this Lease in the event of any default of the other unless the default, which shall be specified in such written notice, is cured within the said thirty (30) days or, if said default cannot reasonably be cured within said 30 days, the defaulting party has diligently begun to cure said default and continues to do so, in which case such termination shall not take effect.

14. ERECTION OF STRUCTURE: OPTION. If, during the term, BROWNE should elect to erect a building or a structure on the premises, then AUTHORITY agrees to enter into good-faith negotiations with it for a new lease, with up to a 40 year term, which would supersede this lease and be subject to such other terms and conditions as to which the parties might reach agreement.

15. OPTION TO RENEW. Provided that it is not in default of any term or condition of this Lease, BROWNE will have the option to renew this lease for one (1) additional two (2) year term through August 31, 2014, on the same terms and conditions. BROWNE may exercise the option to renew by

giving the AUTHORITY written notice of its intentions to do so at least ninety (90) days before expiration of the Term.

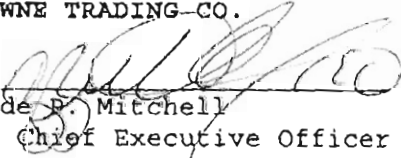
IN WITNESS WHEREOF, the PORTLAND FISH PIER AUTHORITY has caused this Agreement to be signed by Kevin Rousseau, its President; and BROWNE TRADING COMPANY, has caused this Agreement to be signed by Cynde P. Mitchell, its Chief Executive Officer thereunto duly authorized, on the day and date first above-written.

Signed, Sealed and
Delivered in presence of

PORTLAND FISH PIER AUTHORITY

By: 
Kevin Rousseau
Its President

BROWNE TRADING CO.

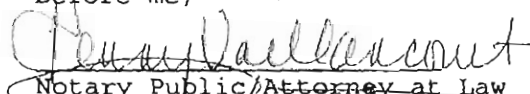
By: 
Cynde P. Mitchell
Its Chief Executive Officer

STATE OF MAINE
~~Cumberland~~, ss.
Kennebec

October 5, 2009

Personally appeared before me the above-named KEVIN ROUSSEAU, and acknowledged the foregoing instrument to be his free act and deed in his capacity as President of the Portland Fish Pier Authority, and the free act and deed of said corporation.

Before me,


Notary Public/Attorney at Law

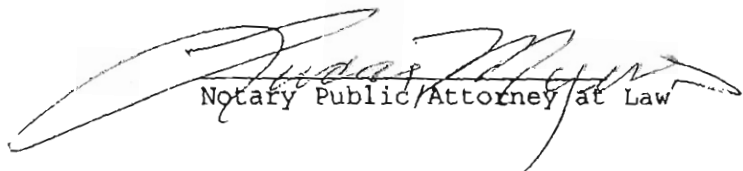
PENNY VAILLANCOURT
Notary Public, Maine
My Commission Expires August 31, 2016

STATE OF MAINE
Cumberland, ss.

9/23, 2009

Personally appeared before me the above-named CYNDE P. MITCHELL, and acknowledged the foregoing instrument to be her free act and deed in her capacity as Chief Executive Officer of Browne Trading Company, and the free act and deed of said corporation.

Before me,


Notary Public/Attorney at Law, 2012

O:\fish pier\Brown Trading\BrowneTrading Draft Lease 8-24-09.doc



Atlantic Resource Enterprises, LLC
12A Portland Fish Pier
Portland, ME 04101

September 28, 2012

Portland Fish Pier Authority
Portland, ME

Dear Sir or Madame,

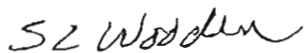
We understand that the lease on the dirt parking lot between Browne Trading Company and North Atlantic, Inc. has not been renewed. We also understand that there are plans for a loading dock to be built on the side of the Browne Trading building that faces this same parking lot.

Since such a loading dock would potentially impact the use of North Atlantic's tarred parking lot that abuts the Browne dirt parking lot and additionally North Atlantic is considering expansion of its building, we would like to express an interest in leasing the Browne parking lot if the lease is not renewed.

Would your office please contact me with the status of the lease and any plans Browne has submitted to you for a new loading dock.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Stewart L. Wooden".

Stewart L. Wooden, CFO

Cc Jerry Knecht, Owner



October 10, 2012

Portland Fish Pier Authority
City of Portland
389 Congress Street
Portland, Maine 04101

RE: Lot 12, FPA Lease Renewal and Proposed Improvements

Dear Greg and Members of the Fish Pier Authority,

On behalf of Browne Trading Company, we are requesting a renewal of their lease for Lot 12 of the Fish Pier Authority land, as well as authorization to complete specific site improvements to the Lot itself.

The proposed work is intended to consolidate the service and delivery operations for Browne Trading, and its major benefit will be the removal of semi-trailer deliveries to the front of the building, which currently block Commercial Street on a regular basis when they do make deliveries to the business.

The proposed project includes reworking of the existing service area at the rear of the building to accommodate this semi-trailer delivery. The existing wooden dock will be replaced with a raised concrete dock approximately 10 ft wide x 14 ft long x 4 ft high. Adjacent to the new dock the existing compactor will be reconfigured to provide direct access from inside the building, and the existing dumpster will be relocated to the far side of the compactor, minimizing its visibility from any public street. The attached site plan illustrates appropriate turning movements necessary to accommodate the semi-trailer on the Lot.

We are proposing to collect small amounts of runoff from the truck bay and compactor pad and piping into the existing CCSB stormwater system. We believe these small areas contribute negligible runoff amounts and the existing stormwater system has capacity to handle these small increases. A drainage easement has been secured to allow this drainage to be collected by the existing storm drain system for the CCSB, with ultimate discharge into the Fore River.

The Lot has historically been utilized for employee parking and service related uses such as truck deliveries, compactor and dumpster storage, and outdoor storage of pallets and other items critical to the operation of Browne Trading. The proposed improvements essentially consolidates and reorganizes the existing operation on the parcel, and will result in a better business operation for the City and Browne Trading. We believe these minor improvements provide significant improvements to the visual and functional aspect of the site and hope your review concurs.

Sincerely,

Pat Carroll

cc: Chris Pachios, Waterfront Maine
Greg Mitchell
Rod Mitchell



Administrative Authorization Application

Portland, Maine

Planning and Urban Development Department, Planning Division

PROJECT NAME: Browne Trading Company

PROJECT ADDRESS: 260 Commercial Street CHART/BLOCK/LOT: 41-A-15, 41-A-12

APPLICATION FEE: \$ 50.00 (\$50.00)

PROJECT DESCRIPTION: (Please Attach Sketch/Plan of the Proposal/Development)

Consolidation of Service area at rear of building to include replacement of existing truck dock, compactor and dumpster pads, allowing relocation of semi-truck delivery from Commercial Street to rear of building.

CONTACT INFORMATION:

OWNER/APPLICANT

Name: Waterfront Maine, LP
Address: 14 Maine Street
Brunswick, ME 04011
Work #: 207.729.7970
Cell #: 207.522.4133
Fax #: 207.725.9500
Home #: _____
E-mail: djaques@WaterfrontME.com

CONSULTANT/AGENT

Name: Carroll Associates
Address: 217 Commercial St, Suite 200
Portland, ME 04101
Work #: 207.772.1552
Cell #: 207.329-8976
Fax #: 207.772-0712
Home #: _____
E-mail: pcarroll@carroll-assoc.com

Criteria for an Administrative Authorization:

(see section 14-523(4) on pg .2 of this appl.)

Applicant's Assessment

Y(yes), N(no), N/A

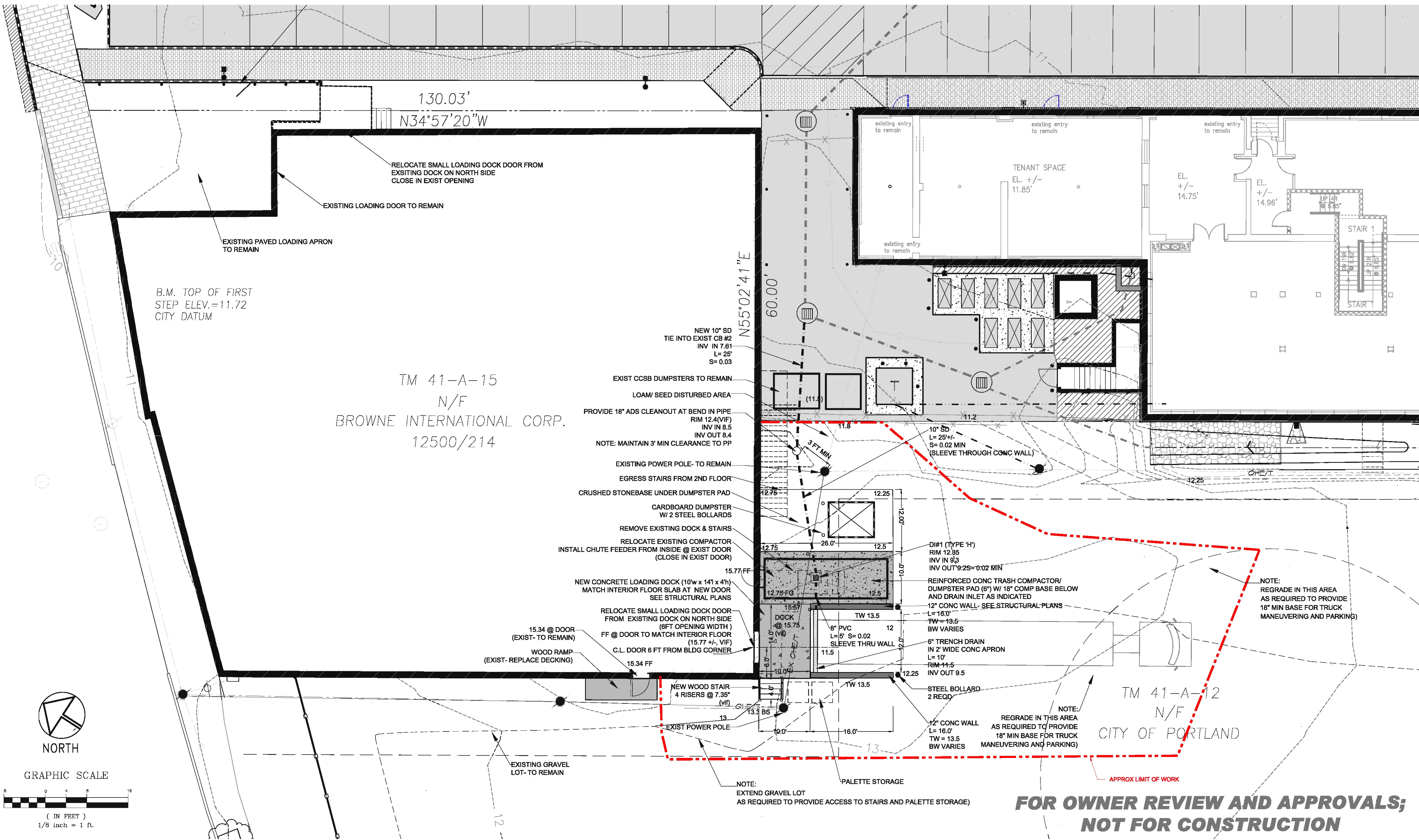
- a) Is the proposal within existing structures? N
- b) Are there any new buildings, additions, or demolitions? Y
- c) Is the footprint increase less than 500 sq. ft.? Y
- d) Are there any new curb cuts, driveways or parking areas? N
- e) Are the curbs and sidewalks in sound condition? Y
- f) Do the curbs and sidewalks comply with ADA? NA
- g) Is there any additional parking? N
- h) Is there an increase in traffic? N
- i) Are there any known stormwater problems? Y
- j) Does sufficient property screening exist? Y
- k) Are there adequate utilities? N
- l) Are there any zoning violations? NA
- m) Is an emergency generator located to minimize noise? N
- n) Are there any noise, vibration, glare, fumes or other impacts? _____

Signature of Applicant: _____

Date: _____

09.05.12

IMPORTANT NOTICE TO APPLICANT: The granting of an Administrative Authorization to exempt a development from site plan review does not exempt this proposal from other required approvals or permits, nor is it an authorization for construction. You should first check with the Building Inspections Office, Room 315, City Hall (207)874-8703, to determine what other City permits, such as a building permit, will be required.



**FOR OWNER REVIEW AND APPROVALS;
NOT FOR CONSTRUCTION**



OWNER:
Waterfront
Maine, LP

14 Maine Street
Brunswick, ME 04011
T. 207.729.7970 F. 207.725.9500
djacques@WaterfrontME.com

**LANDSCAPE
ARCHITECTS:**
Carroll
Associates

217 Commercial Street, Suite 200
Portland, ME 04101
T. 207.772.1552 F. 207.0712
pcarroll@carroll-assoc.com

**STRUCTURAL
ENGINEER:**
Structural
Integrity, Inc.

75 Oak Street
Portland, ME 04101
T. 207.774.4614 M. 207.272.4910
www.beckerstructural.com

**CIVIL
ENGINEER:**
Blais Civil
Engineers, PA

780 Broadway
South Portland, ME 04106
T. 207.767.7300
sblaise@blaiscec.com

REV #	DATE	DESCRIPTION
1	030112	ISSUE FOR PRELIM PRICING
2	041912	ISSUE FOR OWNER REVIEW
3	042612	ISSUE FOR OWNER REVIEW
4	051512	REVISE DOCK LOCATION
5	072312	REVISE DOCK SIZE/ STAIR LOCATION
6	080312	REVISE DOCK DOOR/ DRAINAGE PIPING
7	082712	REVISE COMPACTOR PAD
8	090512	SUBMIT TO CITY

Site Improvements To:

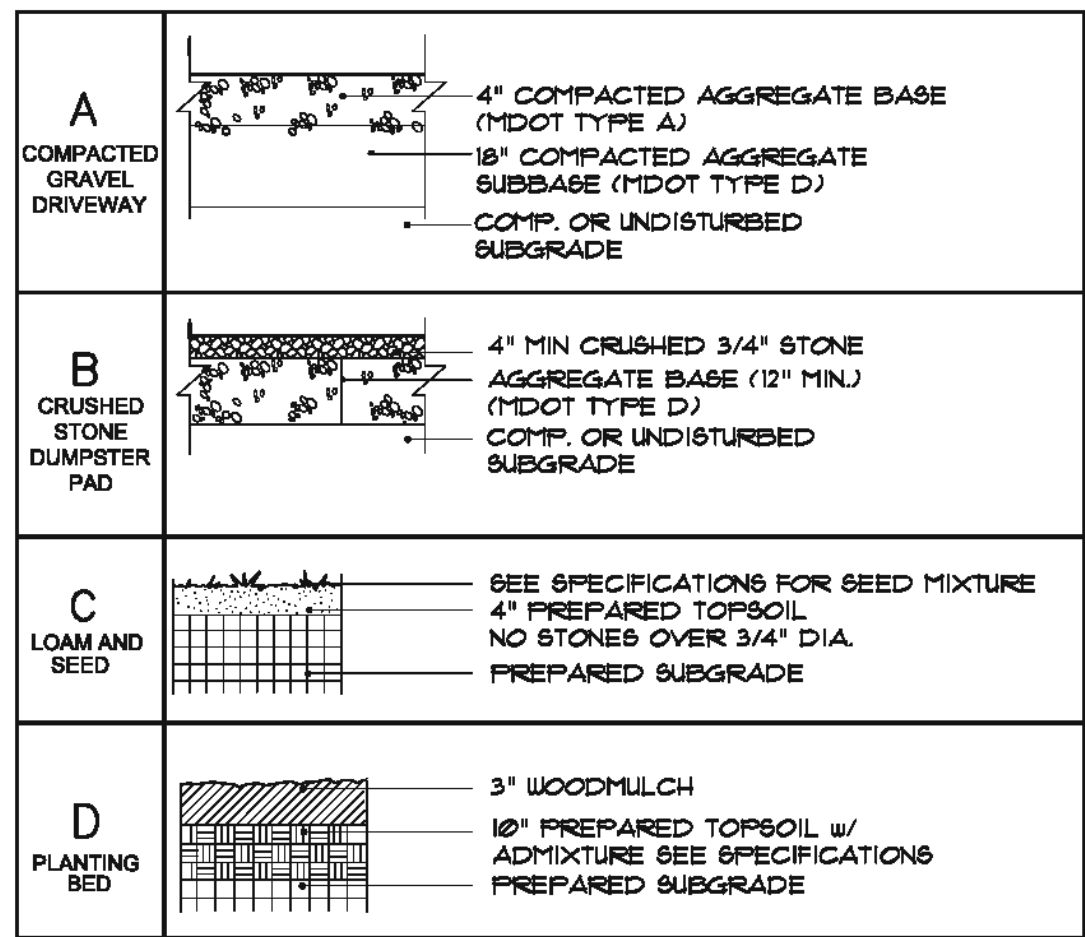
BROWNE TRADING CO.

Merrill's Wharf, Portland, Maine

**SITE
PLAN**

L-1.0

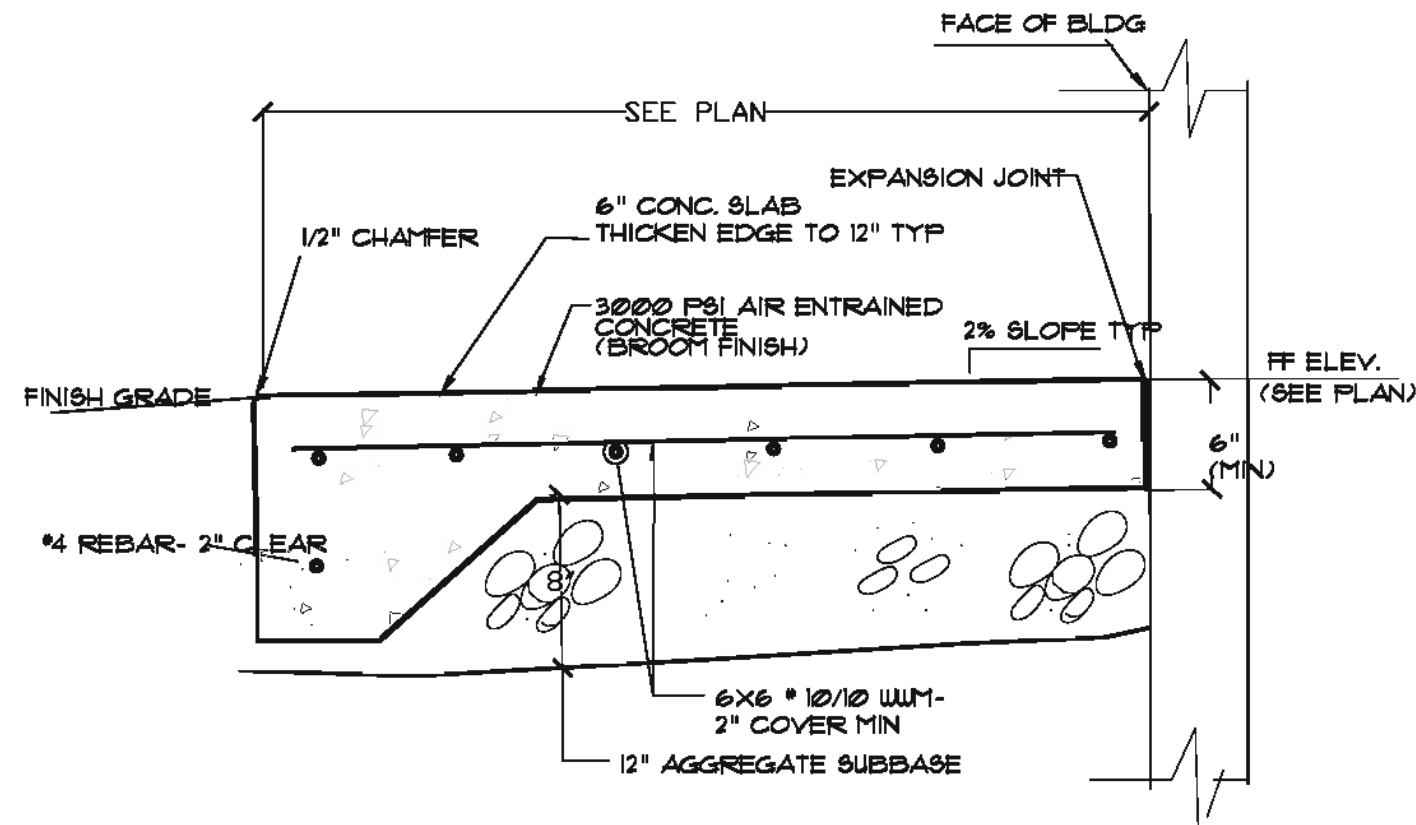
08.29.2012



NOTE: ALL COURSE MATERIALS REFLECT THICKNESS AFTER FINAL COMPACTION.

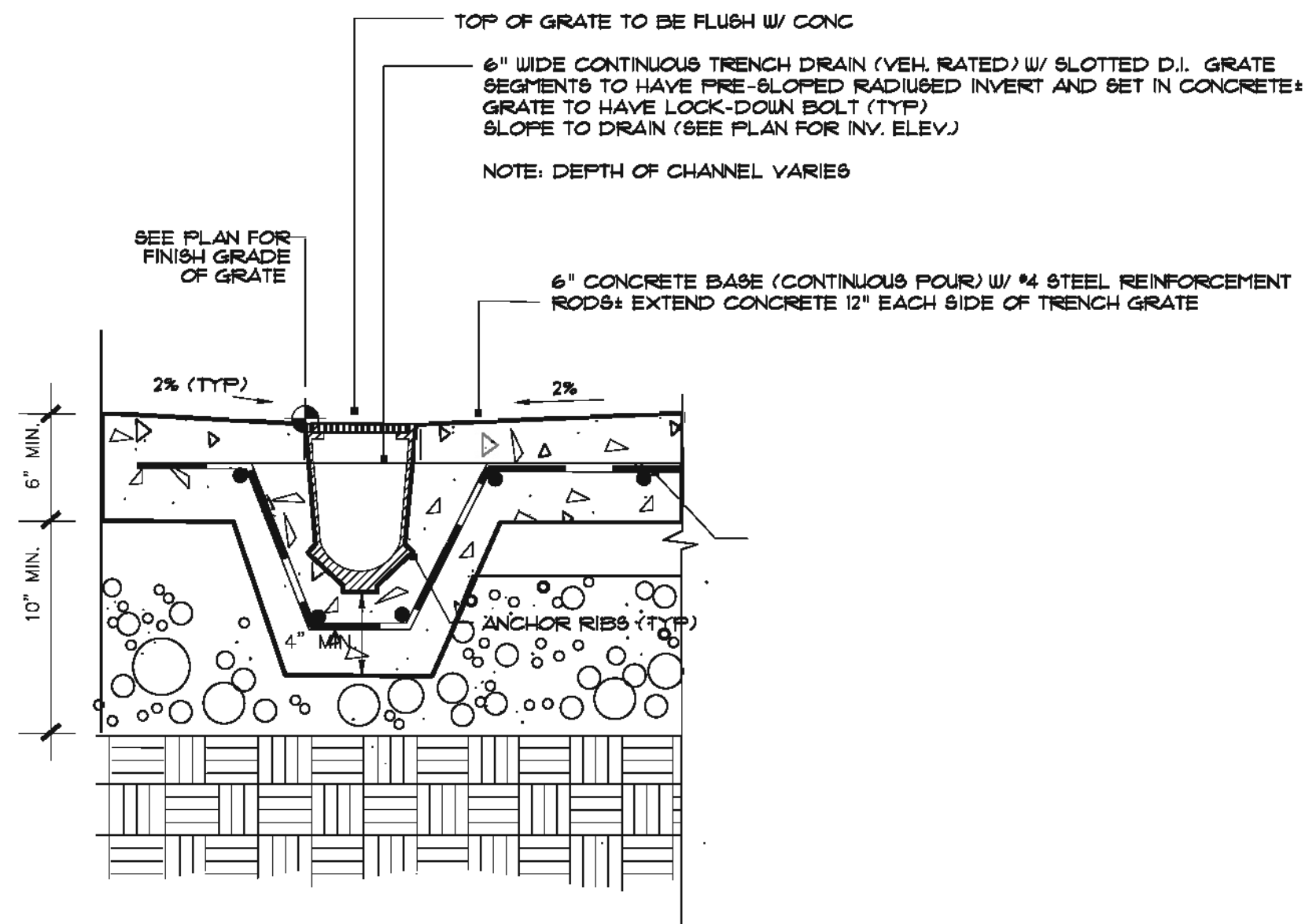
1 SCHEDULE OF SURFACES / DETAIL

NOT TO SCALE



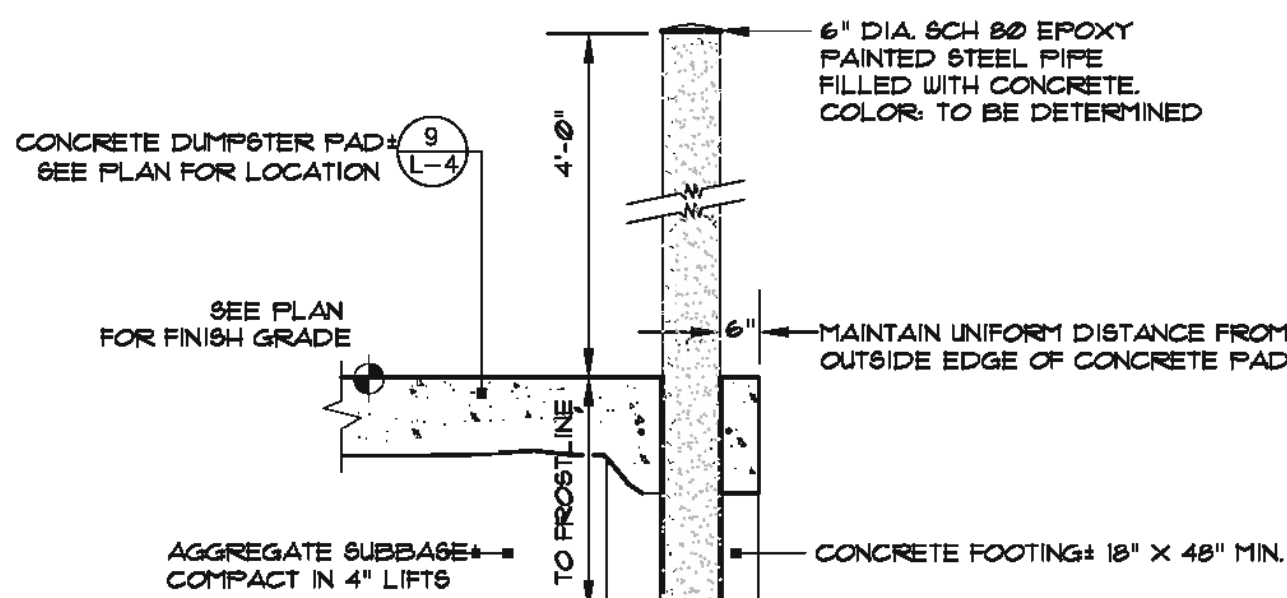
2 CONCRETE DUMPSTER PAD DETAIL

NOT TO SCALE



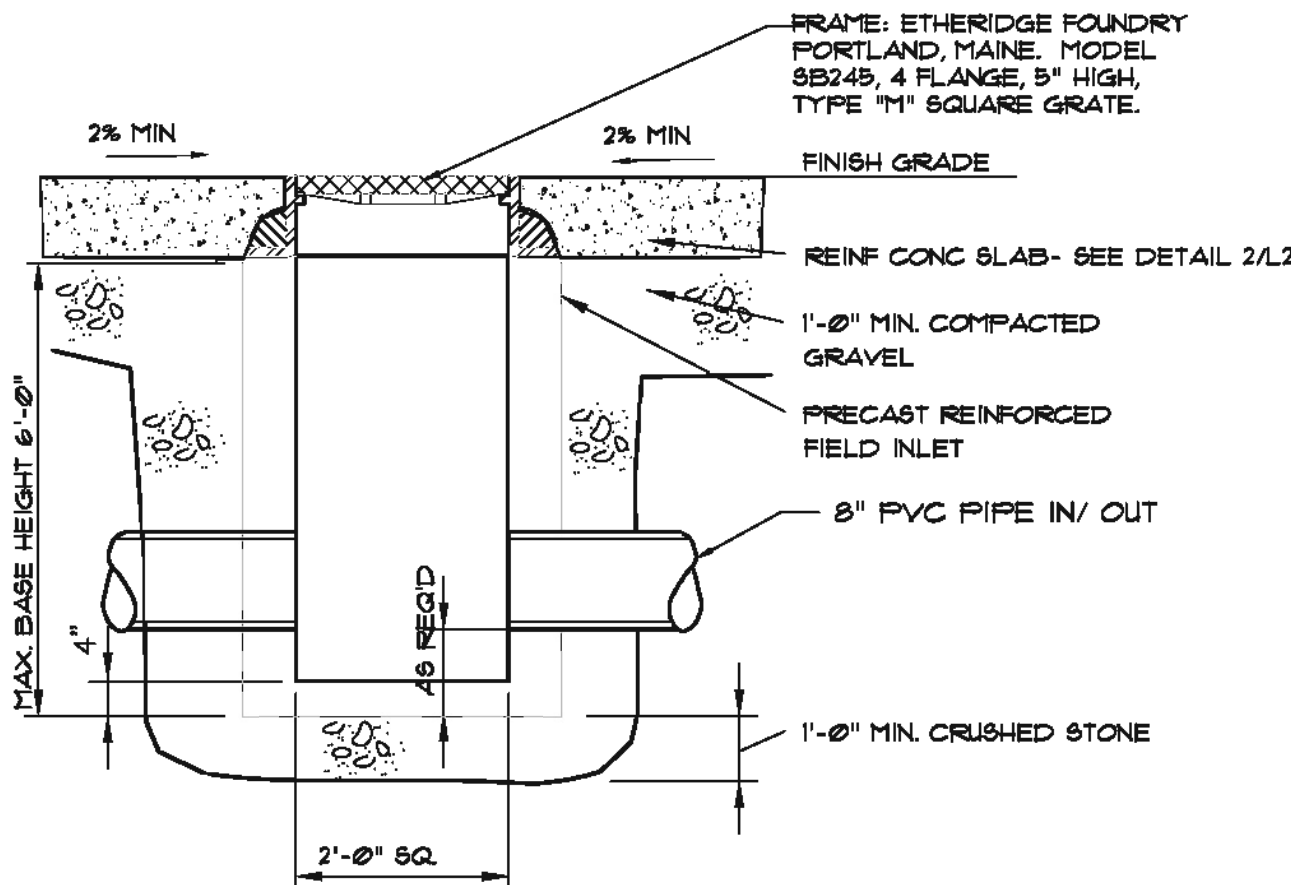
3 TRENCH DRAIN DETAIL

NOT TO SCALE



4 STEEL BOLLARD DETAIL

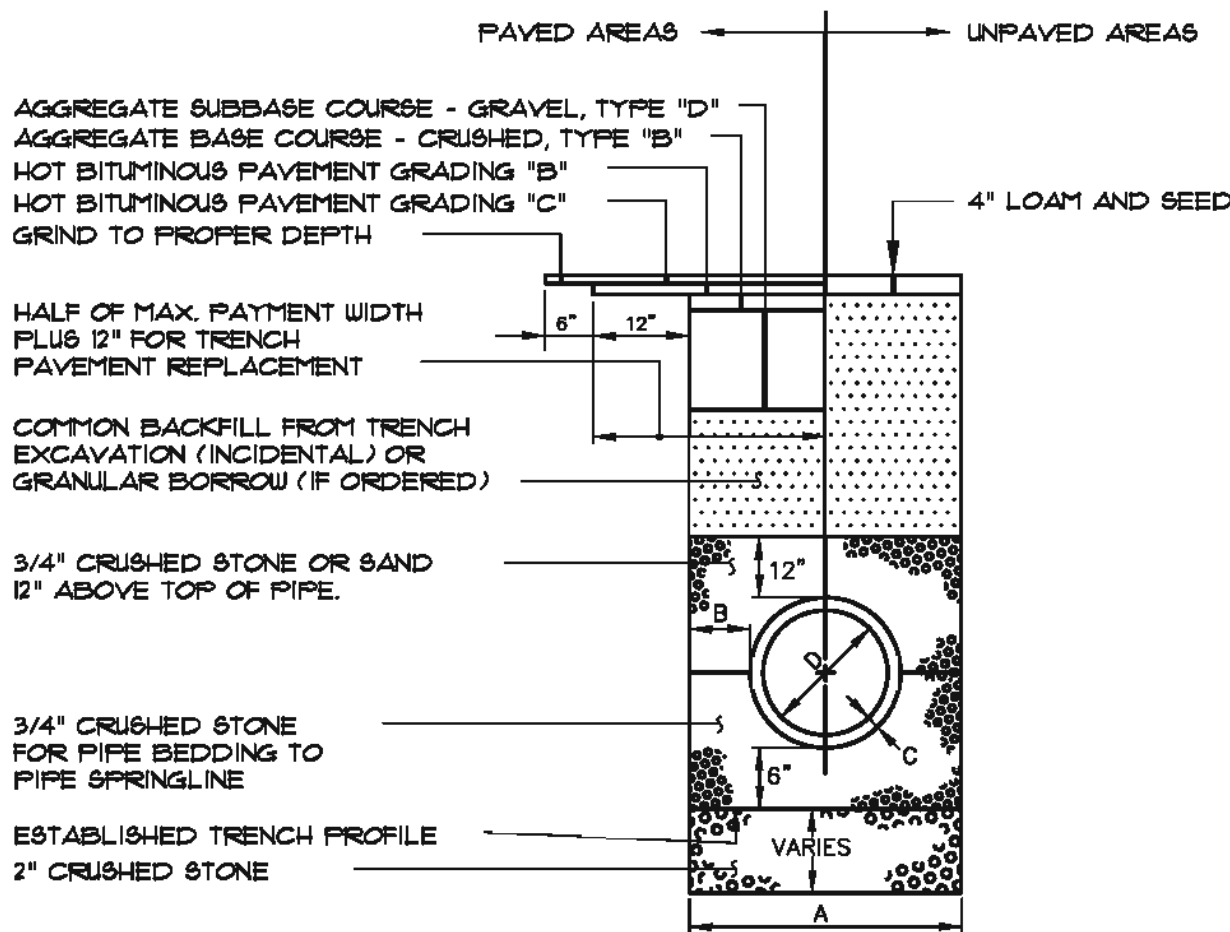
NOT TO SCALE



5 FIELD INLET DETAIL

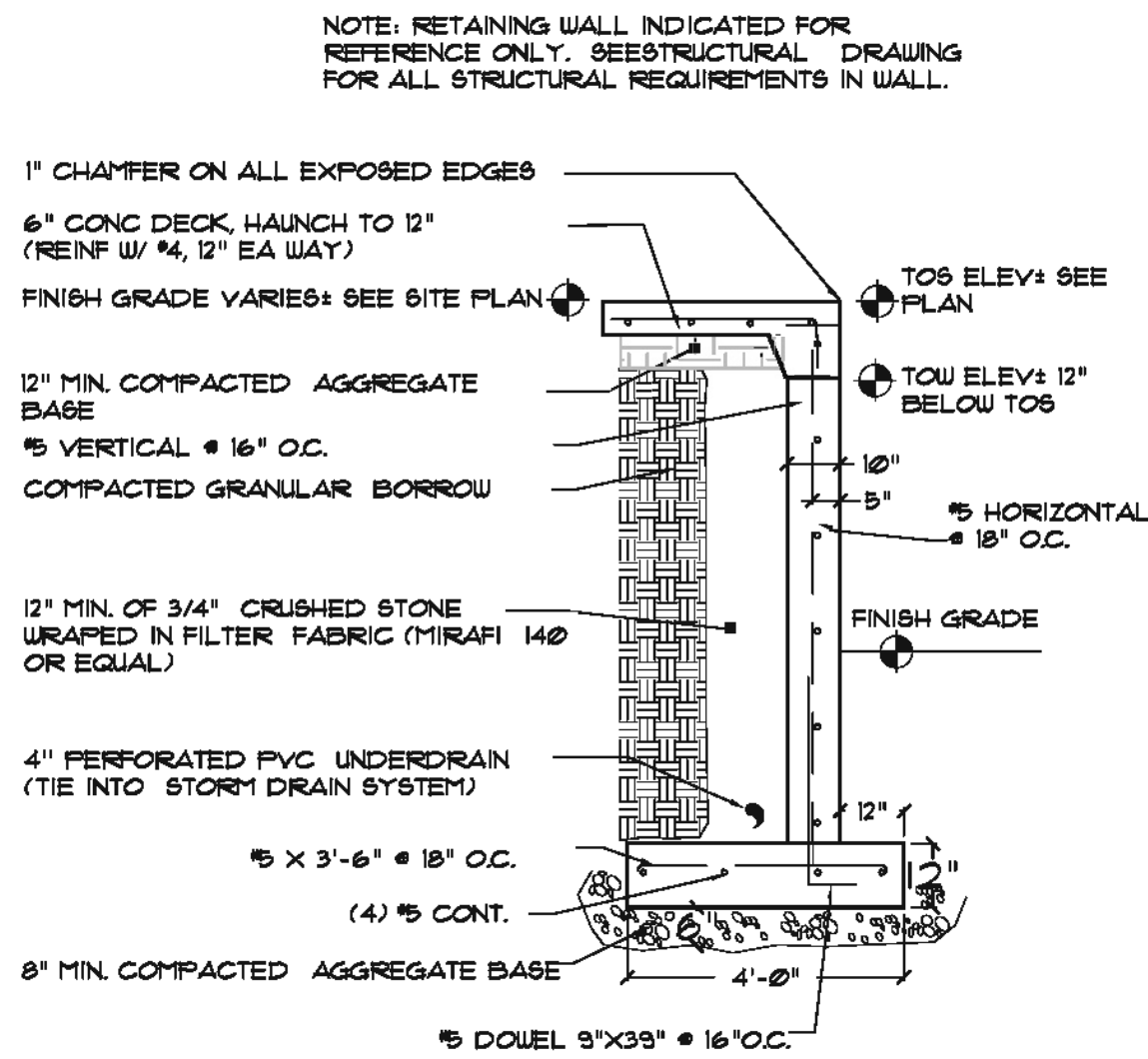
NOT TO SCALE

NOTES:
DEPTH OF BITUMINOUS PAVEMENT AND AGGREGATE COURSES SHALL BE DETERMINED BY STREET CLASSIFICATION.
ANY ALTERNATE TRENCHING OR PAYMENT METHODS SHALL BE APPROVED IN ADVANCE BY THE CITY OF PORTLAND, DEPARTMENT OF PUBLIC SERVICES.



6 TYPICAL PIPE TRENCH INSTALLATION

NOT TO SCALE



7 CONC. LOADING DOCK (CAST-IN-PLACE)

NOT TO SCALE

BACKFILL MATERIAL REQUIREMENTS:

COMPACTED AGGREGATE BASE SHALL BE SCREENED OR CRUSHED GRAVEL MEETING MDOT 103.06 (S) TYPE 'A' AND SHALL MEET THE FOLLOWING GRADATION REQUIREMENTS:

3" 100 %
1 1/2" 45-100 %
1/4" 30-55 %
NO. 40 0-10 %
NO. 200 0-5 %

3/4" CRUSHED STONE SHALL BE CRUSHED STONE OR GRAVEL FREE OF ORGANIC MATTER OR OTHER UNSUITABLE MATERIAL MEETING MDOT 103.02, AND SHALL CONFORM TO THE GRADATION REQUIREMENTS OF ASTM C33, CLASS 61 STONE THAT IS A NOMINAL 3/4" SIZE MATERIAL.

COMPACTED GRANULAR BORROW SHALL BE SCREENED GRAVEL MEETING MDOT 103.19, FREE OF VEGETABLE MATTER, LUMPS OR BALLS OF CLAY, AND SHALL MEET THE FOLLOWING GRADATION REQUIREMENTS:

3" 100 %
NO. 40 0-10 %
NO. 200 0-10 %

GRANULAR BORROW SHALL CONTAIN NO PARTICLES OR FRAGMENTS WITH A MAXIMUM DIMENSION IN EXCESS OF THE COMPACTED THICKNESS OF THE LAYER BEING PLACED.

ALL BACKFILL MATERIALS SHALL BE PLACED IN LIFTS NO GREATER THAN 9" AND SHALL BE COMPACTION TO MINIMUM OF 95% OF MAXIMUM DRY DENSITY (ASTM D-1557)

SITE PLAN NOTES, CITY OF PORTLAND

- EXISTING BOUNDARY AND SITE CONDITIONS INFORMATION BASED ON SURVEY BY EC JORDAN, JUNE 26, 1986 AND 1973; PLAN OF MERRILL WHARF BY ROBERT TITCOMB, INC DECEMBER, 1978; AND PLAN OF PORTLAND FISH PIER BY PARSONS BRINKERHOFF QUADE AND DOUGLAS, AUGUST, 1981. ACTUAL FIELD CONDITIONS MAY VARY FROM THAT INDICATED.
- TOPOGRAPHY AND UTILITIES FROM A PLAN BY EC JORDAN 1973. AERIAL TOPOGRAPHY SURVEY BY SEWELL CO. (DATUM MSL= 0.00)
- 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 POWER LINES WITHIN THE PROPERTY SHALL BE UNDERGROUND (SEE E-0.1).
- SIDEWALKS AND CURBING SHALL BE DESIGNED AND BUILT WITH TIP DOWN RAMPS AT ALL STREET CORNERS, CROSSWALKS, AND DRIVEWAYS IN CONFORMANCE WITH THE CITY OF PORTLAND TECHNICAL AND DESIGN STANDARDS AND GUIDELINES.
- ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE DESIGNED IN ACCORDANCE WITH MAINE EROSION AND SEDIMENT CONTROL HANDBOOK FOR CONSTRUCTION: BEST MANAGEMENT PRACTICES, PUBLISHED BY THE CUMBERLAND COUNTY SOIL AND WATER CONSERVATION DISTRICT AND MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION, MARCH 1991 OR LATEST EDITION. (NOTE: THE SITE PLAN SHOULD SPECIFY THE EROSION CONTROL DEVICE TO BE EMPLOYED (SILT FENCE, HAY BALE, ETC.) AS WELL AS THEIR LOCATION.)
- 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.

**FOR OWNER REVIEW AND APPROVALS;
NOT FOR CONSTRUCTION**



OWNER:
Waterfront
Maine, LP

14 Maine Street
Brunswick, ME 04011
T. 207.729.7970 F. 207.725.9500
djaques@WaterfrontME.com

**LANDSCAPE
ARCHITECTS:**
Carroll
Associates

217 Commercial Street, Suite 200
Portland, ME 04101
T. 207.772.1552 F. 207.0712
pcarroll@carroll-assoc.com

**STRUCTURAL
ENGINEER:**
Structural
Integrity, Inc.

75 Oak Street
Portland, ME 04101
T. 207.774.4614 M. 207.272.4910
www.beckerstructural.com

**CIVIL
ENGINEER:**
Blais Civil
Engineers, PA

780 Broadway
South Portland, ME 04106
T. 207.767.7300
sblaise@blaisece.com

REV #	DATE	DESCRIPTION
1	030112	ISSUE FOR PRELIM PRICING
2	041912	ISSUE FOR OWNER REVIEW
3	042612	ISSUE FOR OWNER REVIEW
4	051512	REVISE DOCK LOCATION
5	072312	REVISE DOCK SIZE/ STAIR LOCATION
6	080312	REVISE DOCK DOOR/ DRAINAGE PIPING
7	082712	REVISE COMPACTOR PAD
8	090512	SUBMIT TO CITY

Site Improvements To:

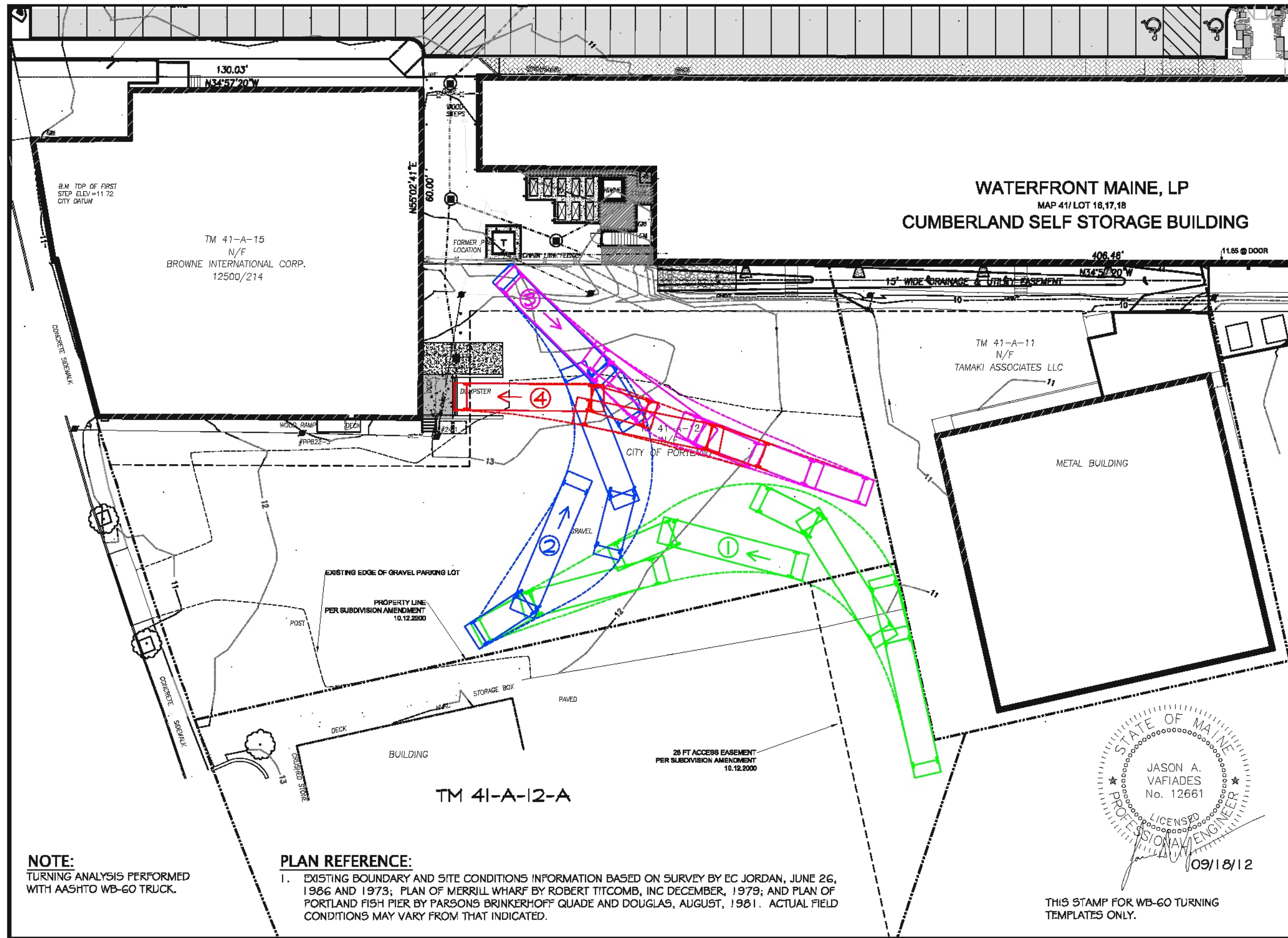
BROWNE TRADING CO.

Merrill's Wharf, Portland, Maine

**SITE
DETAILS**

L-2.0

08.28.2012



Blais
civil engineers

TURNING DIAGRAM
SITE IMPROVEMENTS BROWNE TRADING CO.
MERRILL'S WHARF, PORTLAND, MAINE

OWNER:
WATERFRONT MAINE, LP
14 MAINE STREET
BRUNSWICK, MAINE 04011

DESIGNED/DRAWN BY: JY/MV CHECKED BY: JV DATE: 9/18/12

DRAWING
1

BCE: 11150