

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL FOURNIER (A/L)
ROBERTO RODRÍGUEZ (A/L)



ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

CITY COUNCIL MEETING - NOVEMBER 18, 2024 AT 5:00PM

The Portland City Council will hold a City Council Meeting in Council Chambers. The Honorable Mark Dion, Mayor, will preside.

To submit written public comment on an agenda item, email publiccomment@portlandmaine.gov. Submissions must be received by 12:00 pm the day before the Council meeting to guarantee their inclusion in the agenda packet. All submissions must include the commenter's name and legal address. To help ensure your comment is submitted for the correct item, please include the order number (see below).

The City Council will conduct this meeting from Council Chambers, located on the second floor of City Hall.

<https://portlandme.portal.civicclerk.com/event/7365/media>

PLEDGE OF ALLEGIANCE:

ROLL CALL:

5:00 P.M. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS:

ANNOUNCEMENTS:

RECOGNITIONS:

Recognition of John Peverada for his Leadership and Service to the City of Portland since 1994 and his Retirement as Parking Director

Recognition of Outgoing City Councilors (Pelletier, Trevorrow, and Rodriguez) and Their Service to the City of Portland

APPROVAL OF MINUTES OF PREVIOUS MEETING:

City Council Meeting Minutes-November 4, 2024

CONSENT ITEMS:

Order 83-24/25 Granting Municipal Officers' Approval of Cuties LLC, dba Cuties. Application for Class XI Restaurant/Lounge with Outdoor Dining on Public Property at 46 Market Street - Sponsored by Danielle P. West, City Manager

Application was filed on 10/29/24. Location was previously Petite Jacqueline. New City and State applications.

Five affirmative votes are required for passage after public comment.

Order 87-24/25 Granting an Easement to Central Maine Power at Deering Avenue for Additional Power at the James J. Fitzpatrick Stadium - Sponsored by Danielle P. West, City Manager

This easement to Central Maine Power is required in order to install a new pole, wiring, and equipment to supply additional power at the James. J. Fitzpatrick stadium for the Hearts of Pine Locker Rooms.

COMMUNICATIONS:

Communication 4-24/25 Greater Portland Transit District 2025 Budget and Local Assessments - Danielle P. West, City Manager

On October 24, 2024, the Greater Portland Transit District's ("GP Metro") Board of Directors unanimously approved the 2025 budget and municipal assessments. The Board of Directors includes five (5) City of Portland members including two current City Council members. The Board approved budget will result in a decrease in the local assessment for Portland for FY26 of approximately \$92,000 (-3%). Please note that the municipal assessments needed for Metro's FY 2025 correspond with the City of Portland's 2025-26 fiscal year.

As outlined in GP Metro's supporting documentation, eight (8) municipalities now compose the agency's municipal membership with the recent additions of the City of South Portland and the Town of Gorham. Board representation and voting weights are determined with reference to the population and level of service in each municipality. With the addition of these municipalities, Portland's overall weighted representation on the Board has dropped from 50% to 42%. While this represents a reduction in Portland's proportionate representation, the positive trade-off is a stronger and more integrated regional public transit system.

In accordance with 30-A-MRS §3516, the city's "municipal officers" (i.e., the City/Town Councils) are required to notify Metro of action to reject the assessment within thirty (30) calendar days of this submission. Acceptance of the budget and local assessment is achieved either through formal council action or no action at all.

As a communication this item requires no public comment or formal Council action.

UNFINISHED BUSINESS:

Order 78-24/25 Order Accepting and Appropriating a \$300,000 Grant from the Federal Emergency Management Agency and Appropriating \$100,000 from the Portland Police Department Federal Equitable Sharing Account for an Emergency Response Vessel - Sponsored by Danielle P. West, City Manager

This item accepts and appropriates a \$300,000 grant awarded to the Portland Police Department by the Federal Emergency Management Agency and appropriates \$100,000 from the Portland Police Department Federal Equitable Sharing Account. These funds will be used to purchase an emergency response vessel.

This item must be read on two separate days. It received its first reading on November 4. Five affirmative votes are required for passage after public comment.

Order 79-24/25 Appropriating \$75,000 from Jetport Unrestricted Fund to the Jetport Noise Advisory Committee for the Development of a New Approach Procedure at the Portland International Jetport - Sponsored by the Portland International Jetport Noise Advisory Committee, Regina Phillips, Chair

The Portland International Jetport Noise Advisory Committee (NAC), a standing committee of the Portland City Council, is requesting a \$75,000 appropriation from Jetport unrestricted funds to develop a new over the water approach to the Jetport from the east. The new procedure will be an approximate overlay of the existing Harbor Visual Approach (HVA), but unlike the HVA it will be available at night and during low visibility conditions. The NAC voted to request an appropriation for the development of this procedure at its October 10, 2024 meeting.

The procedure will reduce nighttime overflights and aircraft noise over residential areas in South Portland and Peaks Island.

This item must be read on two separate days. It received its first reading on November 4. Five affirmative votes are required for passage after public comment.

Order 80-24/25 Order Appropriating \$4,750,000 from Jetport Unrestricted Funds for Improvements to the Terminal Building, Outbound Baggage Handling System, and Parking Garage at the Portland International Jetport - Sponsored by Danielle P. West, City Manager

This item will appropriate \$4.75 million from Jetport unrestricted funds to complete several needed infrastructure improvements at the Portland International Jetport. These improvements will include the following projects:

- Passenger terminal building roof replacement (1995 & 1980 sections): **\$600,000**
- Passenger terminal building security camera system replacement: **\$800,000**
- Passenger terminal gate concourse carpet replacement: **\$300,000**
- Outbound baggage handling system controls replacement and upgrades: **\$1,600,000**
- Parking garage elevator upgrade: **\$600,000**
- Parking garage lower level structural steel painting and fireproofing: **\$850,000**

TOTAL: \$4,750,000

This item must be read on two separate days. It received its first reading on November 4. Five affirmative votes are required for passage after public comment.

Order 81-24/25 Amendment to Portland City Code Chapter 2 RE: Climate Action Fund - Sponsored by the Sustainability and Transportation Committee, Regina Phillips, Chair and the Finance Committee, Anna Trevorrow, Chair

At the beginning of the current Council year, the City Council identified implementing actions from the One Climate Future climate action plan as a Council goal. It identified establishing a Climate Action Fund and a tactic to achieve this goal. During the course of the year, staff worked with the Sustainability and Transportation Committee and the Finance Committee to develop an ordinance to establish this fund. The Order under consideration tonight was recommended unanimously by the Sustainability and Transportation Committee on 5/8/24 as well as by the Finance Committee on 6/20/24. The fund would dedicate certain general fund revenues to the trust. These include penalties paid for violations of sustainability related ordinances, private donations, proceeds from grants, and voluntary appropriations made by the Council. The most significant revenue source is from the sale of renewable energy credits (RECs) the City is entitled to because of our participation in several off-site solar and hydroelectric projects

where we own the environmental attributes. The annual value of these RECs is projected to be between \$300,000 - \$400,000 annually, once all the contracted projects begin producing energy. This includes RECs associated with City electricity accounts, Jetport electricity accounts, and School electricity accounts. Per our agreements with the project developers, these RECs will be available to the City for 20 years beginning when the facility reaches commercial operation.

It is important to note that when an entity sells RECs, it cannot claim to be using renewable energy. The right to make that claim passes to the entity that purchases the RECs. These buyers include utilities, corporations, institutions, or other organizations seeking to achieve carbon reduction goals. Consequently, when the City sells RECs we cannot claim progress on meeting the Council's established goal to operate City government on 100% clean energy by 2040 or toward the commitment to reduce community-wide emissions 80% by 2050. However, the sale of RECs provides funding that would not otherwise be available for projects or initiatives that advance the City's climate goals and that may have additional benefits for residents and businesses, such as resilience, cleaner air, and improved infrastructure.

As drafted, the fund identifies the following as eligible expenditures for the fund (all expenditures from the fund will still require annual appropriation via a vote of the City Council):

- Operations of the Sustainability Office including staff salaries
- Grant writing support Consulting costs including GHG inventories, engineering studies, and energy audits Investment in assets that advance climate goals
- Investments in community resilience including micro-grants to support neighborhood scale actions

The City Manager will serve as the manager of the fund. The responsibilities of the manager, which include dispersing fund monies, are subject to the orders of the City Council. As drafted, the ordinance would take effect on July 1, 2025. That is because revenue from the sale of RECs is built into the proposed FY24/25 budget.

This item must be read on two separate days. It received its first reading on November 4. Five affirmative votes are required for passage after public comment.

Order 82-24/25 Amendment to Portland City Code Chapter 2 RE: Ethics Commission - Sponsored by Michael Goldman, Corporation Counsel

In the general election in November 2022, voters approved Ballot Question 8, which modified the Charter to require that the Council enact an ordinance that establishes an ethics commission. Once the commission has been established, Question 8 also requires the Council, with input from the commission, to also enact a code of ethics ordinance. The language in Question 8 was added to the Charter on July 1, 2023, and the Council is now charged with enacting the ethics commission ordinance. The Council held workshops to review the ethics commission ordinance on October 23, 2023, January 8, 2024, and March 11, 2024. Once established, the Ethics Commission will provide impartial oversight and render decisions and advisory opinions to ensure that standards of ethical conduct are observed by City and School Department elected and appointed officials and employees.

This item must be read on two separate days. It received its first reading on November 4. Five affirmative votes are required for passage after public comment.

ORDERS:

Order 84-24/25 Accepting and Appropriating an Anonymous \$6,000 Donation for Those in Need - Sponsored by Danielle P. West, City Manager

This item accepts and appropriates an anonymous donation of \$6,000 from a family in Falmouth, Maine, to be used as a Secret Santa giveaway by the Police Department to those in need.

This donation has been given to and accepted by the City for this purpose since 2020.

This item must be read on two separate days. Staff is requesting that the second reading be waived, which requires seven affirmative votes, so that the funds can be distributed during the holiday season. Staff also requests that this item be passed as an emergency. Seven votes are required for passage as an emergency following public comment.

Order 85-24/25 Accepting Pamela Road as a Town Way - Sponsored by Danielle P. West, City Manager

City Council is being asked to accept a portion of Pamela Road as a City Street. Public Works has approved the description of the Street, inspected all infrastructure in accordance with City Standards and recommends the street be accepted.

Five affirmative votes are required for passage after public comment.

Order 86-24/25 Accepting Black Sparrow Drive and Trailhead Way as Town Ways - Sponsored by Danielle P. West, City Manager

The roads in the first phase of the Stroudwater Preserve were construction of two paved roads, Black Sparrow Drive and a portion of Trailhead Way, from the southeasterly side of Westbrook Street and throughout Phase 1 of the Stroudwater Preserve subdivision. The roads in Phase 1, Black Sparrow Drive and a portion of Trailhead Way, have been built to City standards and are ready for the City Council to consider accepting as public ways. Once Phase 2 of Stroudwater Preserve is completed Trailhead Way will connect to additional roads being constructed in Phase 2 of the Stroudwater Preserve subdivision.

Five affirmative votes are required for passage after public comment.

EXECUTIVE SESSION:

ADJOURNMENT:

ZOOM INFORMATION:

The City Council will conduct this meeting from Council Chambers, located on the second floor of City Hall.

To watch this meeting remotely, please visit: <https://portlandme.portal.civicclerk.com/event/7364/media>

PLEDGE OF ALLEGIANCE:

Led by the Yarmouth Girl Scout Juniors Troop 1522

Mayor Dion and the Yarmouth Girl Scout Juniors Troop 1522 led all those present in the Pledge of Allegiance.

ROLL CALL:

Mayor Dion called the meeting to order at 5:00pm.

City Councilors Present: Councilor Rodriguez, Councilor Sykes, Councilor Ali, Councilor Bullett, Councilor Trevorrow, Councilor Pelletier, Councilor Phillips, Mayor Dion

Councilors Absent: Councilor Fournier

5:00 P.M. PUBLIC COMMENT PERIOD ON NON-AGENDA ITEMS:

Mayor Dion opened the floor for public comment. The following individuals spoke:

Bill Higgins (Homeless Advocacy for All), George Rheault (West Bayside)

ANNOUNCEMENTS:

The following made an announcement: Danielle West (City Manager), Councilor Sykes, Councilor Bullett

APPROVAL OF MINUTES OF PREVIOUS MEETING:

City Council Meeting-October 21, 2024

Motion was made by Councilor Ali and seconded by Councilor Rodriguez for passage.

Passage 8-0 (Councilor Fournier absent)

Mayor Dion opened the floor for public comment. No one spoke.

PROCLAMATIONS:

Proclamation 19-24/25 Recognizing November 2024 as Native American Heritage Month - Sponsored by Mark Dion, Mayor

Councilor Pelletier read Proclamation 19-24/25 Recognizing November 2024 as Native American Heritage Month into the record.

Proclamation 20-24/25 Recognizing November 2024 as Lung Cancer Awareness Month - Sponsored by Mark Dion, Mayor

Councilor Bullett read Proclamation 20-24/25 Recognizing November 2024 as Lung Cancer Awareness Month into the record.

APPOINTMENTS:

Order 73-24/25 Appointing Directors of the Portland Widows' Wood Society for the 2024-2025 Term - Sponsored by Danielle P. West, City Manager

Motion was made by Councilor Ali and seconded by Councilor Sykes for passage.

Passage 8-0 (Councilor Fournier absent)

Mayor Dion opened the floor for public comment. No one spoke.

CONSENT ITEMS:

Order 74-24/25 Granting Municipal Officers' Approval of Duckfat LLC, dba Duckfat. Application for Class I FSE at 43 Middle Street - Sponsored by Danielle P. West, City Manager

Orders 74-24/25 through Order 75-24/25 were all read and passed as consent items.

Public comment was taken on all orders together.

Motion was made by Councilor Ali and seconded by Councilor Trevorrow for passage.

Passage 8-0 (Councilor Fournier absent)

Mayor Dion opened the floor for public comment. No one spoke.

Order 75-24/25 Granting Municipal Officers' Approval of Island Operations LLC, dba Inn on Peaks Island. Application for Class XI Restaurant/Lounge at 33 Island Ave - Sponsored by Danielle P. West, City Manager

Orders 74-24/25 through Order 75-24/25 were all read and passed as consent items.

Public comment was taken on all orders together.

Motion was made by Councilor Ali and seconded by Councilor Trevorrow for passage.

Passage 8-0 (Councilor Fournier absent)

Mayor Dion opened the floor for public comment. No one spoke.

UNFINISHED BUSINESS:

Order 70-24/25 Amendment to Portland City Code Chapter 14 RE: ReCode Phase II - Sponsored by the Planning Board, Brandon Mazer, Chair

Order 70-24/25 through Order 72-24/25 were read into the record and public comment was taken on all three orders together as companion items.

Motion was made by Councilor Ali and seconded by Councilor Bullett for passage, as amended. Passage 8-0 (Councilor Fournier absent)

Mayor Dion opened the floor for public comment. The following individuals spoke: Todd Morse (Bayside), Zack Barowitz (Huntress St), Wendy Cherubini (Federal St), Carol De Tine (Vaughan St), Kate Lemos McHale (Greater Portland Landmarks), Eamonn Dundon (Portland Chamber), Tom Landry (Coyle Street), George Rheault (West Bayside), Mary Lou Wendell (Peaks Island), Gerard Kiladjian (Rivers Edge Dr), Peter McLaughlin (Peaks Island Council), Scott Mueler (Peaks Island Council), Zoe Miller (Abbott St), Jersey Silvester (Peaks Island)

The following amendments are included in backup materials:

Amendment 1

Motion was made by Councilor Rodriguez and seconded by Councilor Phillips for passage. Passage 8-0 (Councilor Fournier absent)

The following Councilors provided comment on this amendment: Councilor Rodriguez, Councilor Sykes

Amendment 2

Motion was made by Councilor Bullett and seconded by Councilor Rodriguez for passage. Passage 8-0 (Councilor Fournier absent)

The following Councilors provided comment on this amendment: Councilor Bullett.

Amendment 3

Motion was made by Councilor Bullett and seconded by Councilor Rodriguez for passage. Passage 8-0 (Councilor Fournier absent)

The following Councilors provided comment on this amendment: Councilor Bullett.

Amendment 4

Motion was made by Councilor Trevorrow and seconded by Councilor Bullett for passage. Passage 8-0 (Councilor Fournier absent)

The following Councilors provided comment on this amendment: Councilor Trevorrow.

Amendment 5

Motion was made by Councilor Sykes and seconded by Councilor Rodriguez for passage. Passage 8-0 (Councilor Fournier absent)

The following Councilors provided comment on this amendment: Councilor Sykes

Amendment 6

Motion was made by Councilor Rodriguez and seconded by Councilor Sykes for passage. Passage 8-0 (Councilor Fournier absent)

The following Councilors provided comment on this amendment: Councilor Rodriguez.

Amendment 7

Motion was made by Councilor Sykes and seconded by Councilor Ali for passage. Passage 8-0 (Councilor Fournier absent)

The following Councilors provided comment on this amendment: Councilor Sykes

Amendment 8

Motion was made by Councilor Rodriguez and seconded by Councilor Ali for passage. Passage 8-0 (Councilor Fournier absent)

The following Councilors provided comment on this amendment: Councilor Rodriguez

Order 71-24/25 Amendment to the City of Portland Zoning Map - Sponsored by the Planning Board, Brandon Mazer, Chair

Order 70-24/25 through Order 72-24/25 were read into the record and public comment was taken on all three orders together as companion items.

Motion was made by Councilor Trevorrow and seconded by Councilor Ali for passage, as amended. Passage 8-0 (Councilor Fournier absent)

Mayor Dion opened the floor for public comment. The following individuals spoke: Todd Morse (Bayside), Zack Barowitz (Huntress St), Wendy Cherubini (Federal St), Carol De Tine (Vaughan St), Kate Lemos McHale (Greater Portland Landmarks), Eamonn Dundon (Portland Chamber), Tom Landry (Coyle Street), George Rheault (West Bayside), Mary Lou Wendell (Peaks Island), Gerard Kiladjian (Rivers Edge Dr), Peter McLaughlin (Peaks Island Council), Scott Mueler (Peaks Island Council), Zoe Miller (Abbott St), Jersey Silvester (Peaks Island)

The following amendments are included in backup materials:

Amendment 1

Motion was made by Councilor Phillips and seconded by Councilor Sykes for passage. Passage 8-0 (Councilor Fournier absent)

The following Councilors provided comment on this amendment: Councilor Sykes

Amendment 2

Motion was made by Councilor Bullett and seconded by Councilor Rodriguez for passage. Passage 8-0 (Councilor Fournier absent)

The following Councilors provided comment on this amendment: Councilor Bullett

Amendment 3

Motion was made by Councilor Trevorow and seconded by Councilor Ali for passage. Passage 8-0 (Councilor Fournier absent)

The following Councilors provided comment on this amendment: Councilor Trevorow

Order 72-24/25 Amendment to the Conditional Zone Agreement RE: Diamond Cove, Great Diamond Island - Sponsored by the Planning Board, Brandon Mazer, Chair

Order 70-24/25 through Order 72-24/25 were read into the record and public comment was taken on all three orders together as companion items.

Motion was made by Councilor Ali and seconded by Councilor Trevorow for passage. Passage 8-0 (Councilor Fournier absent)

Mayor Dion opened the floor for public comment. The following individuals spoke: Todd Morse (Bayside), Zack Barowitz (Huntress St), Wendy Cherubini (Federal St), Carol De Tine (Vaughan St), Kate Lemos McHale (Greater Portland Landmarks), Eamonn Dundon (Portland Chamber), Tom Landry (Coyle Street), George Rheault (West Bayside), Mary Lou Wendell (Peaks Island), Gerard Kiladjian (Rivers Edge Dr), Peter McLaughlin (Peaks Island Council), Scott Mueler (Peaks Island Council), Zoe Miller (Abbott St), Jersey Silvester (Peaks Island)

ORDERS:

Order 76-24/25 Order Approving the Second Amendment to Arena License Agreement Between the City and Celtics Development, LLC - Sponsored by Danielle P. West, City Manager

Order 76-24/25 was taken out of order. Read into the record and voted on after Order 75-24/25.

Motion was made by Councilor Ali and seconded by Councilor Sykes for passage. Passage 8-0 (Councilor Fournier absent)

Mayor Dion opened the floor for public comment. No one spoke.

Order 77-24/25 Order Establishing a 180-Day Moratorium on New Hotel Projects in the City Of Portland - Sponsored by Kate Sykes and Pious Ali, City Councilors

Motion was made by Councilor and seconded by Councilor Trevorow for passage as emergency. Passage 6-2 (Mayor Dion & Councilor Rodriguez No) (Councilor Fournier absent)

Mayor Dion opened the floor for public comment. The following individuals spoke: Stephen Scharff (Brackett Street), George Rheault (West Bayside), Eamonn Dundon (Portland Chamber), Nate Cloutier (Hospitality Maine), Jacob Soley (East Brown Cow), Councilor Rodriguez, Councilor Sykes, Councilor Trevorrow, Councilor Bullett, Councilor Ali, Councilor Phillips, Mayor Dion, Michael Goldman (Coroporation Counsel)

Item did not pass as an emergency. Order will go into effect in 10 days.

Motion was made by Councilor Sykes and seconded by Councilor Ali to waive the second reading. Passage 7-1 (Dion-No) (Councilor Fournier absent)

Motion was made by Mayor Dion and seconded by Councilor Rodrigez to refer the item to HEDC Committee. Failed 3-5 (Councilor Sykes, Councilor Bullett, Councilor Trevorrow, Councilor Pelletier, Councilor Phillips No) (Councilor Fournier absent)
The following Councilors commented on this referral: Councilor Sykes, Councilor Rodriguez

Motion to refer to HEDC committee failed.

Motion was made by Councilor Sykes and seconded by Councilor Ali to amend order to change the effective date to 5/3/2024 if passed as an emergency and for the HEDC to review and identify policy concerns for the Planning Board to consider. Passage 8-0 (Councilor Fournier absent)

Order 78-24/25 Order Accepting and Appropriating a \$300,000 Grant from the Federal Emergency Management Agency and Appropriating \$100,000 from the Portland Police Department Federal Equitable Sharing Account for an Emergency Response Vessel - Sponsored by Danielle P. West, City Manager

This is first reading.

Order 79-24/25 Appropriating \$75,000 from Jetport Unrestricted Fund to the Jetport Noise Advisory Committee for the Development of a New Approach Procedure at the Portland International Jetport - Sponsored by the Portland International Jetport Noise Advisory Committee, Regina Phillips, Chair

This is first reading.

Order 80-24/25 Order Appropriating \$4,750,000 from Jetport Unrestricted Funds for Improvements to the Terminal Building, Outbound Baggage Handling System, and Parking Garage at the Portland International Jetport - Sponsored by Danielle P. West, City Manager

This is first reading.

AMENDMENTS:

Order 81-24/25 Amendment to Portland City Code Chapter 2 RE: Climate Action Fund - Sponsored by the Sustainability and Transportation Committee, Regina Phillips, Chair and the Finance Committee, Anna Trevorrow, Chair

This is first reading.

Order 82-24/25 Amendment to Portland City Code Chapter 2 RE: Ethics Commission - Sponsored by Michael Goldman, Corporation Counsel

This is first reading.

EXECUTIVE SESSION:

ADJOURNMENT:

Motion was made by Councilor Ali and seconded by Councilor Sykes to adjourn. Passage 8-0 (Councilor Fournier absent) at 7:27pm.

A TRUE RECORD

Ashley Rand, City Clerk

MEMORANDUM
City Council Agenda Item

FROM:

DATE: November 4, 2024

SUBJECT: Order 83-24/25 Granting Municipal Officers' Approval of Cuties LLC, dba Cuties. Application for Class XI Restaurant/Lounge with Outdoor Dining on Public Property at 46 Market Street - Sponsored by Danielle P. West, City Manager

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: N/A

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

Application was filed on 10/29/24. Location was previously Petite Jacqueline. New City and State applications.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. 2024.11.18_Cuties_Council Order
2. 2024.11.18_Cuties_Council Packet

Prepared by:

Date: 11/04/2024

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA Y. BULLETT (4)
KATHRYN SYKES (5)

ORDER

GRANTING MUNICIPAL OFFICERS’

APPROVAL OF:

Cuties LLC, dba Cuties. Application for Class XI Restaurant/Lounge with Outdoor Dining on Public Property at 46 Market Street

Dear Kate Snyder and esteemed members of Portland City Council,

We, Cuties LLC, managed by operators Arvid Brown, Nicolas Coffin, Bryce Summers, Garrett Lenderman, and Ryan Nielsen, are applying for a Class XI (Class A Restaurant/Lounge) liquor License for Cuties, located at 46 Market Street in the same footprint of Petite Jaqueline, the previous tenant to occupy the space. The vision for Cuties is to offer a brightly lit and welcoming 2100 square foot space for folks to gather over low-ABV drinks, coffee and laptops during the day. Evenings will morph into a wine and cocktail bar and will highlight an affordable bottle list and playful drinks like unique frozen cocktails, a rotating margarita menu, and an espresso martini on nitro. We will be offering a full seafood and fresh ingredient-driven menu that will complement the beverage offerings. There will be bar and comfy lounge seating, as well as a long drink rail that hugs the large windows facing Market St. The feel of the space will lean into the unique history of the building, showcasing and preserving a piece of Portland history.

We will be open 6 days a week, from 8am – 12am (perhaps 1am on the weekends) serving coffee and breakfast sandwiches during the day and transitioning to cocktails, wine, and a full food menu in the evening. We truly hope to open the “living room” of Portland, a space welcoming for gathering at any time during the day or evening in the Old Port.

I hope you consider our proposal and grant us our liquor license for our 40-seat café/bar. Thank you for your consideration.

Warmly,

Nicolas Coffin, Arvid Brown, Bryce Summers, Garrett Lenderman, and Ryan Nielsen

Cuties LLC



6420-2024

CITY OF PORTLAND
Permitting and Inspections Department

Application for Food Service Establishment with Alcoholic Beverages License

Business Information		
Legal Business Entity Applicant Name (corporation, LLC): <i>Cuties LLC</i>	Business Name (D/B/A): <i>Cuties</i>	
Individual or Sole Proprietor Applicant Name(s):	Physical Location: <i>46 Market St. Portland, ME 04101</i>	
If applicable, what was formerly at this location: <i>Petite Jacqueline</i>	Business Email Address: <i>cutiesportland@gmail.com</i>	
Mailing Address: <i>(same)</i>	Contact Person: Michael Coffin <i>Garrett Lendeman</i>	
Contact Person Phone: <i>281-937-1220</i>	Contact Person Email: <i>cutiesportland@gmail.com</i>	
Manager of Establishment: <i>Garrett Lendeman</i>	Date of Birth: <i>9/14/93</i>	Manager Phone: <i>281-937-1220</i>
Owner of Premises (Landlord): <i>Joseph Porta</i>	Address of Premises Owner (Landlord): <i>30 Milk St, 2nd Floor, Portland, ME 04101</i>	

Sole Proprietor/Partnership Information (If Corporation, leave blank)		
Name of Owner(s):	Date of Birth:	Residence Address:
Name of Owner(s):	Date of Birth:	Residence Address:

Corporate/LLC/Non-Profit Organization Applicants (If Sole Proprietor or Partnership, leave blank)			
Corporate Name: <i>Cuties LLC</i>		Corporate Mailing Address: <i>46 Market St. Portland, ME 04101</i>	
Contact Person: <i>Garrett Lendeman</i>		Contact Phone: <i>281-937-1220</i>	
Principal Officers	Title	Date of Birth	Residence Address
<i>Garrett Lendeman</i>	<i>owner</i>	<i>9/14/1993</i>	<i>147 Brackett St. Portland ME 04102</i>
<i>Bryce Summers</i>	<i>owner</i>	<i>4/12/1995</i>	<i>120 Pleasant St. #5, Portland, ME 04101</i>
<i>Arvid Brown</i>	<i>owner</i>	<i>3/2/1988</i>	<i>124 Bradley St. Portland, ME 04102</i>
<i>Nicolas Coffin</i>	<i>owner</i>	<i>9/20/1982</i>	<i>12 Winthrop St. Portland, ME 04101</i>
<i>Ryan Nielsen</i>	<i>owner</i>	<i>10/12/1993</i>	<i>329 Park St. #2, S. Portland, ME 04106</i>

389 Congress Street, Room 307 • Portland, Maine 04101 • 207-874-8557

BL@portlandmaine.gov • www.portlandmaine.gov



CITY OF PORTLAND
Permitting and Inspections Department

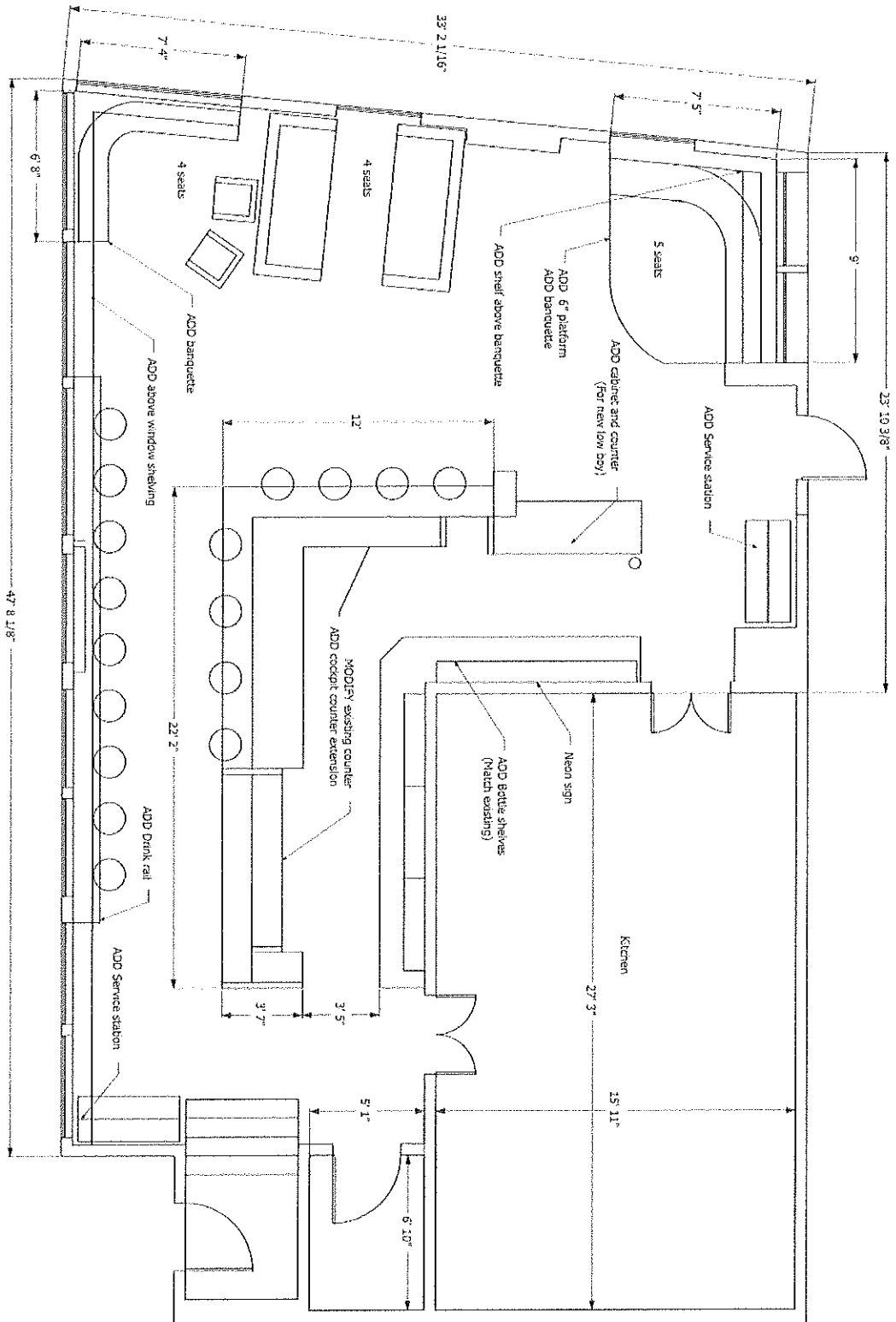
Class of Liquor License (see fee schedule): <u>Class X1 (Class A Restaurant/Lounge)</u>		
Type of food served:	<u>Breakfast sandwiches, pastries, seafood at night</u>	
Please select all that will be served:	☒ Beer ☒ Wine ☒ Liquor	
Projected percentage of sales:	Generated from Food: <u>35%</u>	Generated from Alcohol: <u>65%</u>
Hours & days of operation:	<u>6 days a week, 8am-12am, closed Tuesdays</u>	
QUESTIONS	YES	NO
Will full-course meals, only capable of consumption with the use of tableware, be served the entire time the establishment is open?	☒	☐
If No, please explain:		
Is the establishment less than 300 feet from a school, dormitory, church or parish house, or similar establishment?	☒	☒
If yes, give the distance:		
Will you have entertainment on the premises? (If yes, a Supplemental Application for Entertainment is required.)	☐	☒
Will you permit dancing after 1:00 a.m.?	☐	☒
Will you have outside dining? (If yes, an Outdoor Dining Application is required)	☒	☐
If yes, will the outside dining be on: ☐ PUBLIC property or ☐ PRIVATE property		
Will you have any amusement devices (pinball, video games, juke box)?	☐	☒
If yes, please list: # of amusements: and # of pool tables:		
What is your targeted opening date? : <u>2/1/2025</u>		
Does the Issuance of this license directly or indirectly benefit any City employee(s)?	☐	☒
If Yes, list name(s) of employee(s) and department(s):		
Have any of the applicants, including the corporation (if applicable), ever held a business license with the City of Portland?	☒	☐
If Yes, please list business name(s) and location(s): <u>Room for Improvement, Portland, ME 04101</u>		
Is any principal officer under the age of 21?	☐	☒
Have applicant, partners, associates, or corporate officers ever been arrested, indicted, or convicted for any violation of law?	☐	☒
If Yes, please explain:		

I Garrett Lenderman do hereby swear and affirm that every employee in my establishment that serves alcohol to the public has attended server training, or will attend server training within 90 days of their hire. I also understand that at any time the City license administrator can, upon request, require me to produce Server Training certificates for each employee that serves alcohol to the public in my establishment. Failure to meet the training requirement imposed by section 15-41 may result in the denial of a liquor license pursuant to 28-A M.R.S.A. § 653 (2) (G).

Applicant, by signature below, agrees to abide by all laws, orders, ordinances, rules and regulations governing the above licensee and further agrees that any misstatement of material fact may result in refusal of license or revocation if one has been granted. Applicant agrees that all taxes and accounts pertaining to the premises will be paid prior to issuance of the license.

It is understood that this and any application(s) shall become public record and the applicant(s) hereby waive(s) any rights to privacy with respect thereto. I/We, hereby authorize the release of any criminal history record information to the City Clerk's Office or licensing authority. I/We, hereby waive any rights to privacy with respect thereto.

Signature  Title owner Date 10/28/2024



Cutie (Bar)
46 Market Street, Portland, Maine 04101
Drawings by Aaron Black

General Floor Plan - Seating, Additions and Modifications



REVISIONS	
NO.	DESCRIPTION
1	MM/DD/YY Seating layout, banquette, etc.
2	10/07/24
3	
4	
5	

A 01

Updated Menu

1 message

Ryan Nielsen <ryan.richard.nielsen@gmail.com>
To: cutiesportland@gmail.com

Tue, Oct 22, 2024 at 8:55 AM

SNACKS FOR DINNER

SPICY OLIVES \$5

CITRUS CHILI CRISP MARINATED CASTELVETRANO OLIVES

CUTIES CHEESE PUFFS \$5

OUR OWN CHEESE PUFFS..GOODLUCK SHARING

FRENCH ONION DIP \$12

WAFFLE FRIES FOR DIPPING

TROUT AGUACHILE \$16

BUTTERMILK·DILL·MARINATED ROE·SWEET POTATO

TUNA AGUACHILE \$16

PLUM·MORITA CHILE·RED ONION·PISTACHIO

MARKET SALAD \$12

SUPER FRESH SUPER FLY

POPCORN SHRIMP \$14

CRISPY LITTLE SHRIMPS GET THEM NASHVILLE STYLE OR PLAIN

CARNE ASADA \$28

FLANK STEAK·ZHOUG·GRILLED & PICKLED RADISH

TUNA SMASH BURGER \$18

DOUBLE BLUEFIN TUNA PATTIES WITH ALL THE FIXINGS

FUNFETTI CAKE \$5

TREAT YO'SELF

 CHECK OUR DAILY CARD FOR
SOME VERY SPECIAL SPECIALS 



Cuties Beverage Menu

MARGS -

CUTIES MARG - 12 **

tequila blanco, fino, strawberry, tomato, lime

CADILLAC MARG - 14

tequila reposado, curacao, green mango, lime

PALOMA - 13

mezcal, lime leaf, fluffy grapefruit, lime, bubbles

COCKTAILS -

CUTECLAW *draft* - 12

white port, granny smith, yuzu, dill, bubbles

CABALLITO *draft* - 12

rum, blanc vermouth, mint, lime acid, bubbles

CARAJILLO *nitro* - 12 **

aged rum, px, ancho, vanilla, cold brew

KICKFLIP SPRITZ - 12

strawberry amaro, aperitivos, verjus, sparkling wine

DARK & STORMY - 12 **

aged rum, blackstrap, foamy ginger, lime, bubbles

PISCO SOUR - 14

pisco, pear eau de vie, lime, guava foam

EAST SIDE - 13 **

navy strength gin, fino, snap pea, mint, lime

SPAINKILLER - 12

rums, oloroso, toasted coconut, pineapple, lime, crushies

NEGRONI CUBA LIBRE - 12

jamaican rum, campari, amaro, coconut, bubbles

FREEZERS -

SAN FERNANDO - 14

vodka, curacao, vermouths,

passionfruit, vanilla

JABBERWOCK - 14

gin, blanc vermouth, manzanilla, quinquina, cucumber, basil

FROZENS -

T.B.D. TRIPLE BANANA DAIQUIRI - 13

rums, cinnamon, lime, an immense amount of banana (add a carajillo test tube, add two bucks!)

MOXIE-MOTXO - 13

dry red wine, brandy de jerez, pomegranate, lime, moxie

** - available non-alcoholic! - \$10

N/A COCKTAILS -

MIAMI NICE - 9

Coconut, fresh strawberry, pineapple, lime

TONIC THE HEDGE HOG - 13 **

House tonic, pineapple cordial, cardamom, lime

GIRABALDI - 12

Fluffy OJ, spirit-free bitter aperitivo

NO-GRONI - 12

House recipe N/A Negroni

CUCUMBER COOLER

Cucumber, kiwi, lime, bubbles

Cuties Beverage Menu

BOTTLE LIST

SPARKLING -

Jean Aubron 'Les Bulles' Blanc NV- Loire,
FR \$45

Cellers de Can Suriol 'Azimut' Cava Brut
Nature Blanco 2021- Penedes, SP \$50

NV Cleto Chiarli 'Vecchia Modena'
Lambrusco- Modena, IT \$50

Château Gaudrelle 'Tintamarre' Pétillant
Blanc 2022- Vouvray, FR \$65

Champagne Noël Bazin 'L'unanime' Blanc
de Blancs Brut NV- Champagne, FR \$280
(MAGNUM)

WHITE -

Domaine de la Fruitière Chardonnay- Loire,
FR 2022 \$45

Ameztoi Getariako Txakolina- Getaria, SP
2023 \$50

La Biancara Angiolino Maule Masieri Bianco
2022- Veneto, IT \$60

ORANGE -

Cellers de Can Suriol 'Azimut' Brisa
Orange 2023- Getaria, SP \$45

Sete Tropicale 2022, Ottonese, Trebbiano,
Moscato - Lazio, IT \$50

Day Wines "Zibibbo" 2021 - Applegate
Valley, OR \$55

Margins Skin Fermented Chenin Blanc
2022- Clarksburg, CA \$65

ROSÉ -

Koehler-Ruprecht Rosé Kabinett Trocken
2023 - Pfalz, GE \$45

Cellario 'É Rosato' Rosato 2023- Piedmont,
IT (LITER) \$55

RED -

Viña Maitia 'Aupa' Pipeño 2023- Maule, CH
\$45

Kivelstadt Cellars 'KC Labs' Zinfandel 2022-
Mendocino, CA \$50

Béatrice and Pascal Lambert 'Les
Terrasses' Chinon Rouge 2022- Chinon- FR
\$50

Valérie Forgues Gamay 2020- Beaujolais,
FR- \$55

Cacique Maravilla Pipeño 2022- Yumbel,
CH (LITER-) \$65

Domaine Benoît Roseau 'Syrah de Rosette'
Rouge 2021- Rhone, FR \$70

Les Hautes Terres 'Autres Terres Rouge'
Rouge 2021- Languedoc, FR (MAGNUM!)
\$130

Dear Kate Snyder and esteemed members of Portland City Council,

We, Cuties LLC, managed by operators Arvid Brown, Nicolas Coffin, Bryce Summers, Garrett Lenderman, and Ryan Nielsen, intend to have a patio in front of Cuties at 46 Market Street in the same footprint that existed in front of Petite Jaqueline, the previous tenant to occupy the space. This patio will consist of a custom built, strikingly handsome, wooden platform with a wooden barrier extending 8 feet from the sidewalk of our building on Milk Street and 16 feet across. This patio will provide space for thirsty tourists and Portlanders alike to have a tasty cocktail, glass of wine, or coffee in the brief window of warmish weather that we Mainers call "Summer"

I hope you consider our proposal and grant us this small 10-seat patio. Thank you for your consideration.

Warmly,

Nicolas Coffin, Arvid Brown, Bryce Summers, Garrett Lenderman, and Ryan Nielsen

Cuties LLC



CITY OF PORTLAND
Permitting and Inspections Department

**Outdoor Dining Permit on Public Property
Supplemental Application**

License accompanies a City of Portland Food Service Establishment or Food Service Establishment with Liquor
License Valid April 1-November 30

- ☐ Legal Advertisement Deposit \$100.00
- ☐ Outdoor Dining on Public Property \$84.00 plus \$2.00 per Square foot \$2.00 X 76 SF = 76
- ☐ Outdoor Dining on Public Property in a City Park \$84.00 plus \$6.30 per Square foot \$6.30 X 76 SF = 76

Business Information			
Establishment Name (d/b/a):	CUTIES, LLC	Phone:	303 483-5654
Location Address:	46 Market St, Portland ME	Zip:	04101
Mailing Address:	46 Market St, Portland ME	Zip:	04101
Contact Person:	Garrett Lenderman	Phone:	281 937-1220
Contact Person Email:	Cutiesportland@gmail.com		
Manager of Establishment:	Garrett Lenderman	Date of Birth:	09/14/1993
		Phone:	281 937-1220
Owner of Premises (Landlord):	Joe Porta		
Address of Premises Owner (Landlord):	82 Hanover St #5 Portland, ME		Zip: 04101

Owner Information

Corporate Name		Corporate Mailing Address	
Cuties, LLC		12 Winthrop St Portland, ME 04101	
Contact Person:	Garrett Lenderman	Phone:	281 937-1220
Principal Officers	Title	Date of Birth	Residence Address
Garrett Lenderman	Partner	9/14/1993	147 Brackett St. #2 Portland, ME 04102
Bryce Summers	Partner	4/12/1995	120 Pleasant St. #5 Portland, ME 04101
Arvid Brown	Partner	3/2/1988	124 Bradley St. Portland, ME 04102
Nicolas Cottin	Partner	9/20/1982	12 Winthrop St. Portland, ME 04101
Ryan Nielsen	Partner	10/12/1993	329 Presb. St. South Portland, ME 04105

389 Congress Street, Room 307 • Portland, Maine 04101 • 207-874-8557

bl@portlandmaine.gov • www.portlandmaine.gov



CITY OF PORTLAND
Permitting and Inspections Department

- Outdoor dining components must be within the permitted area and allow safe passage of pedestrian traffic. Failure to comply may result in a revocation of the permit.
- The permit holder is responsible for keeping the outdoor seating area clean.
- No food shall be prepared in the designated outdoor dining area.
- All outdoor dining components shall be removed before snowfall and while any snow or ice exists within four feet of the outdoor dining area. The City will not be responsible for damage to any property that is not removed prior to sidewalk maintenance.
- Outdoor dining areas must meet ADA regulations and accessible seating is required.
- Request for the use of adjacent on street parking space for outdoor dining installations requires Parking Office and Building Authority review and approval.

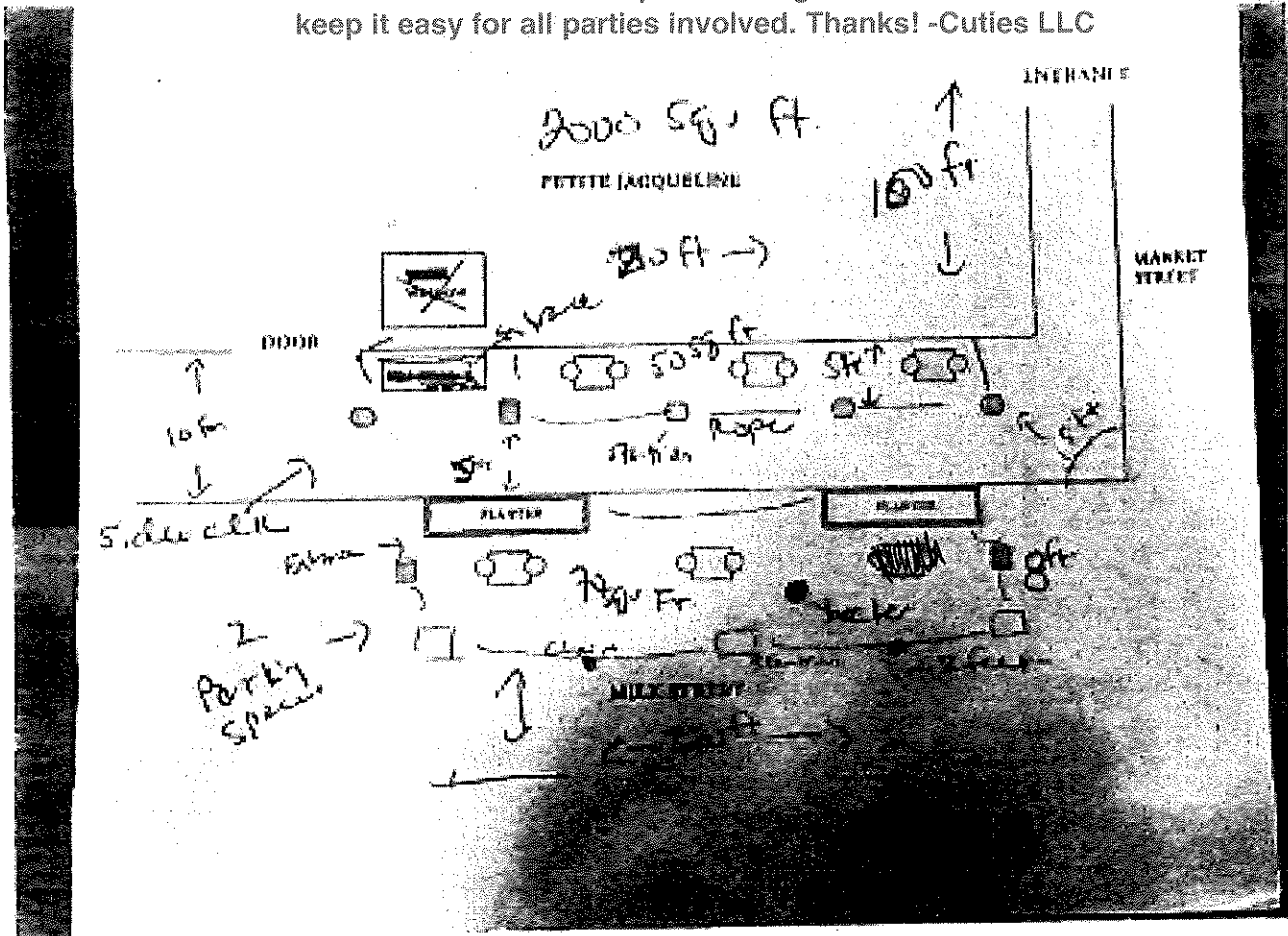
I/We fully understand that the City of Portland, its agents, officers and employees accept no responsibility and will not be liable for any injury, harm or damage to my/our person or property arising out of the establishment's occupancy of the sidewalk or park space. To the fullest extent permitted by law, I/We do hereby agree to assume all risk of injury, harm or damage to my/our person or property (including but not limited to all risk of injury, harm or damage to my/our property cause by the negligence of the City of Portland, its agents, officers or employees) arising out of the establishment's occupancy of the sidewalk or park space. I/We hereby agree, to the fullest extent permitted by law, to defend, indemnify and hold harmless the City of Portland, its agents, officers and employees, from and against all claims, damages, losses and expenses, just or unjust, including, but not limited to costs of defense and attorney's fees, arising out of the establishment's occupancy of the sidewalk or park space, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use there from, and (2) is caused in whole or in part by any negligent act or omission of the establishment, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

Signature *[Signature]* Title Partner Date 10/29/24

For Administrative Use Only

Amount: _____	Request Date / Approval	Notes: _____
Date Paid: _____	FD: _____	_____
CC _____ CA _____ CK _____	Health: _____	_____
	PD: _____	_____
Amount: _____	Treasury: _____	_____
Date Paid: _____	Zoning: _____	_____
CC _____ CA _____ CK _____		

This was the approved patio permit for Petite Jaqueline taken from the City of Portland website. We just intend to make the exact same patio arrangement and size to keep it easy for all parties involved. Thanks! -Cuties LLC



- Barriers will be rope. Stations are store bought heavy plastic stations + planters. They are 2 feet high.
- tables + chairs can be stored outside + in basement if there is snow.
- We plan to have Managers monitoring snow removal daily.
- No tents -
- 10 Seats total!

Cuties_Class XI Rest-Lounge_46 Market

Zachary Finley <zackf@portlandmaine.gov>

Tue, Nov 5, 2024 at 1:32 PM

To: Zoning <zoning@portlandmaine.gov>

Cc: Zachary Lenhert <zlenhert@portlandmaine.gov>, Ron Kelton <rkelton@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, "Lynch, Kim" <kim.lynch@maine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Business Licensing <bl@portlandmaine.gov>, cstacey <cstacey@portlandmaine.gov>, Jessica Hanscombe <jhanscombe@portlandmaine.gov>

PD approves.

Lieutenant Zack Finley
Uniformed Patrol Operations
Portland Police Department

[Quoted text hidden]

Cuties_Class XI Rest-Lounge_46 Market

Zoning <zoning@portlandmaine.gov>

Tue, Nov 5, 2024 at 1:05 PM

To: Zoning <zoning@portlandmaine.gov>

Cc: Zachary Lenhert <zlenhert@portlandmaine.gov>, Zachary Finley <zackf@portlandmaine.gov>, Ron Kelton <rkelton@portlandmaine.gov>, Fire Prevention <fireprevention@portlandmaine.gov>, Laurie Carlson <lac@portlandmaine.gov>, Katlyn Sawyer <ksawyer@portlandmaine.gov>, Eric Cobb <ecobb@portlandmaine.gov>, "Lynch, Kim" <kim.lynch@maine.gov>, Benjamin Pearson <bnp@portlandmaine.gov>, Tom Williams <tw@portlandmaine.gov>, Jason Grant <jgrant@portlandmaine.gov>, Treasury Division <treasury@portlandmaine.gov>, Business Licensing <bl@portlandmaine.gov>, cstacey <cstacey@portlandmaine.gov>, Jessica Hanscombe <jhanscombe@portlandmaine.gov>

Good Afternoon,

The legal use for the ground floor of 46 Market ST is restaurant. Zoning approves.

Thank you,

Mac

--

Mac Coldwell

City of Portland
Zoning Specialist
Permitting & Inspections Department
389 Congress ST, Room #315
Email: mcoldwell@portlandmaine.gov
he/him

[Quoted text hidden]

Legal Advertisement

Notice of Public Hearing City of Portland

A Public Hearing will be held on November 11, 2024 at 5:00 P.M., in City Council Chambers, 389 Congress St. for approval of Cuties LLC, dba Cuties. Application for Class XI Restaurant/Lounge with Outdoor Dining on Public Property at 46 Market Street - Sponsored by Danielle P. West, City Manager

City of Portland | Permitting and Inspections
Zachary Lenhart, Licensing and Housing Safety Manager



November 8, 2024

Cuties LLC
46 Market Street
Portland, Maine 04101

Re: Cuties LLC, dba Cuties. Application for Class XI Restaurant/Lounge with Outdoor Dining on Public Property at 46 Market Street

Dear Cuties LLC:

This letter shall serve as a reminder of the public hearing before the Portland City Council on Monday November 18, 2024 at 5:00 p.m., for the review of application for Class XI Restaurant/Lounge with Outdoor Dining on Public Property at 46 Market Street. The meeting will take place in person at Portland City Hall, in City Council Chambers on the 2nd Floor of 389 Congress Street.

You or a representative of the business must be present at this meeting in the event that the city council has questions regarding the license application. If there is no representation and questions arise, the item may be postponed.

Please contact our office directly with questions at (207) 874-8557 or at bl@portlandmaine.gov.

Sincerely,

Zachary J. Lenhart
Licensing and Housing Safety Manager



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

Application for an On-Premises License

All Questions Must Be Answered Completely. Please print legibly.

Division Use Only	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Payment Type:	
OK with SOS: Yes ☐ No ☐	

**Section I: Licensee/Applicant(s) Information;
Type of License and Status**

Legal Business Entity Applicant Name (corporation, LLC): CUTIES, LLC	Business Name (D/B/A):
Individual or Sole Proprietor Applicant Name(s):	Physical Location: 04101 46 MARKET ST. PORTLAND, ME
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different:
Mailing address, if different from DBA address:	Email Address: CUTIES PORTLAND @GMAIL.COM
Telephone # Fax #:	Business Telephone # Fax #:
Federal Tax Identification Number: 99-3137254	Maine Seller Certificate # or Sales Tax #: 7024651
Retail Beverage Alcohol Dealers Permit:	Website address:

1. New license or renewal of existing license? ☒ New Expected Start date: **1/7/2025**
☐ Renewal Expiration Date: _____

2. The dollar amount of gross income for the licensure period that will end on the expiration date above:

Food: ~~\$1000~~ **\$514,000** Beer, Wine or Spirits: **\$940,000** Guest Rooms: _____

3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)

☒ Malt Liquor (beer) ☒ Wine ☒ Spirits

4. Indicate the type of license applying for: (choose only one)

- | | | |
|--|---|---|
| ☐ Restaurant
(Class I, II, III, IV) | ☒ Class A Restaurant/Lounge
(Class XI) | ☐ Class A Lounge
(Class X) |
| ☐ Hotel
(Class I, II, III, IV) | ☐ Hotel – Food Optional
(Class I-A) | ☐ Bed & Breakfast
(Class V) |
| ☐ Golf Course (included optional licenses, please check if apply)
(Class I, II, III, IV) | ☐ Auxiliary | ☐ Mobile Cart |
| ☐ Tavern
(Class IV) | ☐ Other: _____ | |
| ☐ Qualified Caterer | ☐ Self-Sponsored Events (Qualified Caterers Only) | |

Refer to Section V for the License Fee Schedule on page 9

5. Business records are located at the following address:

6. Is the licensee/applicant(s) citizens of the United States? ☒ Yes ☐ No

7. Is the licensee/applicant(s) a resident of the State of Maine? ☒ Yes ☐ No

NOTE: Applicants that are not citizens of the United States are required to file for the license as a business entity.

8. Is licensee/applicant(s) a business entity like a corporation or limited liability company?

☒ Yes ☐ No If Yes, complete Section VII at the end of this application

9. For a licensee/applicant who is a business entity as noted in Section I, does any officer, director, member, manager, shareholder or partner have in any way an interest, directly or indirectly, in their capacity in any other business entity which is a holder of a wholesaler license granted by the State of Maine?

☐ Yes ☒ No

☐ Not applicable – licensee/applicant(s) is a sole proprietor

10. Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

☐ Yes ☒ No

If yes, please provide details: _____

11. Do you own or have any interest in any another Maine Liquor License? ☒ Yes ☐ No

If yes, please list license number, business name, and complete physical location address: (attach additional pages as needed using the same format)

Name of Business	License Number	Complete Physical Address
ROOM FOR IMPROVEMENT	CAL-2023-14954	41 Wharf St, Portland, ME 04101

12. List name, date of birth, place of birth for all applicants including any manager(s) employed by the licensee/applicant. Provide maiden name, if married. (attach additional pages as needed using the same format)

	Full Name	DOB	Place of Birth
Ryan Nielsen	Garrett Lenderman	09/14/1993	Carrollton, TX
	BRUCE SUMMERS	4/12/1995	Newton, MA
	ARVID BROWN	3/2/1988	Blue Hill, ME
	Nicholas Coffin	9/20/1982	SALEM, MA
Residence address on all the above for previous 5 years			
10/2/1993 Worcester, MA	Name GARRETT LENDERMAN	Address: 147 Bracett St, Portland, ME 04102	
	Name BRUCE SUMMERS	Address: 701 Dumble St, Houston, TX 77023	
	Name Arvid Brown	Address: 120 Pleasant St #3, Portland, ME 04101 / 59 Summer St, Somerville, MA 02143	
	Name Nicholas Coffin	Address: 40 Pine St #3, Portland, ME 04102	
	RYAN NIELSEN	Address: 124 Bradley, Portland, ME 04102	
		Address: 12 Winthrop St, Portland, ME 04101	
		329 Preble St, South Portland, ME 04105	
		341 Cumberland Ave, Portland, ME 04101	
		80 Pool St, Biddeford, ME 04005	

13. Will any law enforcement officer directly benefit financially from this license, if issued?

☐ Yes ☒ No

If Yes, provide name of law enforcement officer and department where employed:

14. Has the licensee/applicant(s) ever been convicted of any violation of the liquor laws in Maine or any State of the United States? ☐ Yes ☒ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

15. Has the licensee/applicant(s) ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States? ☐ Yes ☒ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

16. Has the licensee/applicant(s) formerly held a Maine liquor license? ☒ Yes ☐ No

17. Does the licensee/applicant(s) own the premises? ☐ Yes ☒ No

If No, please provide the name and address of the owner:

18. If you are applying for a liquor license for a Hotel or Bed & Breakfast, please provide the number of guest rooms available: _____

19. Please describe in detail the area(s) within the premises to be licensed. This description is in addition to the diagram in Section VI. (Use additional pages as needed)

We are a restaurant/lounge that will serve 30 people inside and 10 people outside. There will be 8 seats at the main bar top. There will be 9 seats at a drink rail along the windows looking out over Market Street. There will also be 13 seats that will serve as lounge seating. Outside, in the parklet along Mill St, there will be 10 more seats.

20. What is the distance from the premises to the **nearest** school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel?

Name: First Parish in Portland

Distance: 0.3 miles

Section II: Signature of Applicant(s)

By signing this application, the licensee/applicant understands that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

Please sign and date in blue ink.

Dated: 10/28/2024

[Signature]

Signature of Duly Authorized Person

[Signature]

Signature of Duly Authorized Person

Garrett Lenderman

Printed Name Duly Authorized Person

ARVID BROWN

Printed Name of Duly Authorized Person

Section III: For use by Municipal Officers and County Commissioners only

The undersigned hereby certifies that we have complied with the process outlined in 28-A M.R.S. §653 and approve this on-premises liquor license application.

Dated: _____

Who is approving this application? ☐ Municipal Officers of _____

☐ County Commissioners of _____ County

- ☐ **Please Note:** The Municipal Officers or County Commissioners must confirm that the records of Local Option Votes have been verified that allows this type of establishment to be licensed by the Bureau for the type of alcohol to be sold for the appropriate days of the week. Please check this box to indicate this verification was completed.

Signature of Officials	Printed Name and Title

**This Application will Expire 60 Days from the date of
Municipal or County Approval unless submitted to the Bureau**

Included below is the section of Maine's liquor laws regarding the approval process by the municipalities or the county commissioners. This is provided as a courtesy only and may not reflect the law in effect at the time of application. Please see <http://www.mainelegislature.org/legis/statutes/28-A/title28-Asec653.html>

§653. Hearings; bureau review; appeal

1. Hearings. The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms.

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located.

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application.

D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant.

2. Findings. In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

A. Conviction of the applicant of any Class A, Class B or Class C crime;

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control;

C. Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner;

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises;

D-1. Failure to obtain, or comply with the provisions of, a permit for music, dancing or entertainment required by a municipality or, in the case of an unincorporated place, the county commissioners;

E. A violation of any provision of this Title;

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601; and

G. After September 1, 2010, server training, in a program certified by the bureau and required by local ordinance, has not been completed by individuals who serve alcoholic beverages.

3. Appeal to bureau. Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

A. Repealed

B. If the decision appealed from is an application denial, the bureau may issue the license only if it finds by clear and convincing evidence that the decision was without justifiable cause.

4. Repealed

5. Appeal to District Court. Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

Section IV: Terms and Conditions of Licensure as an Establishment that sells liquor for on-premises consumption in Maine

- The licensee/applicant(s) agrees to be bound by and comply with the laws, rules and instructions promulgated by the Bureau.
- The licensee/applicant(s) agrees to maintain accurate records related to an on-premise license as required by the law, rules and instructions promulgated or issued by the Bureau if a license is issued as a result of this application.
 - The licensee/applicant(s) authorizes the Bureau to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also any books, records and returns during the year in which any liquor license is in effect.
- Any change in the licensee's/applicant's licensed premises as defined in this application must be approved by the Bureau in advance.
- All new applicants must apply to the Alcohol and Tobacco Tax and Trade Bureau (TTB) for its Retail Beverage Alcohol Dealers permit. See the TTB's website at <https://www.ttb.gov/nrc/retail-beverage-alcohol-dealers> for more information.

Section V: Fee Schedule

Filing fee required. In addition to the license fees listed below, a filing fee of \$10.00 must be included with all applications.

Please note: For Licensees/Applicants in unorganized territories in Maine, the \$10.00 filing fee must be paid directly to County Treasurer. All applications received by the Bureau from licensees/applicants in unorganized territories must submit proof of payment was made to the County Treasurer together with the application.

Class of License	Type of liquor/Establishments included	Fee
Class I	For the sale of liquor (malt liquor, wine and spirits) This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers	\$ 900.00
Class I-A	For the sale of liquor (malt liquor, wine and spirits) This class includes only hotels that do not serve three meals a day.	\$1,100.00
Class II	For the Sale of Spirits Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; and Vessels.	\$ 550.00
Class III	For the Sale of Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class IV	For the Sale of Malt Liquor Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class III and IV	For the Sale of Malt Liquor and Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 440.00
Class V	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Club without catering privileges.	\$ 495.00
Class X	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Class A Lounge	\$2,200.00
Class XI	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Restaurant Lounge	\$1,500.00

Section VI Premises Floor Plan

In an effort to clearly define your license premise and the areas that consumption and storage of liquor authorized by your license type is allowed, the Bureau requires all applications to include a diagram of the premise to be licensed.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the following areas: entrances, office area, coolers, storage areas, display cases, shelves, restroom, point of sale area, area for on-premise consumption, dining rooms, event/function rooms, lounges, outside area/decks or any other areas on the premise that you are requesting approval. Attached an additional page as needed to fully describe the premise.



Section VII: Required Additional Information for a Licensee/Applicant for an On-Premises Liquor License Who are Legal Business Entities

Questions 1 to 4 of this part of the application must match information in Section I of the application above and match the information on file with the Maine Secretary of State's office. If you have questions regarding your legal entity name or DBA, please call the Secretary of State's office at (207) 624-7752.

All Questions Must Be Answered Completely. Please print legibly.

1. Exact legal name: CUTIES LLC
2. Doing Business As, if any: _____
3. Date of filing with Secretary of State: 05/24/24 State in which you are formed: ME
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
Garrett Lenderman	147 Brackett St. Portland, ME 04102 701 Dumbless Houston TX 77028	09/14/93	Partner	22.5%
Bryce Summers	120 Pleasant St #5 Portland, ME 04101 90 Pine St #3 Portland, ME 04102	4/22/95	Partner	22.5%
Arvid Brown	124 Bradley St. Portland, ME 04102	3/2/88	Partner	22.5%
Nicolas Cottin	12 Winthrop St. Portland, ME 04101	9/20/82	Partner	22.5%
RYAN Nielsen	324 Preble St. South Portland, ME 04106 341 Cumberland Ave Portland, ME 04101	10/12/93	Partner	10%
	80 Paul St. Biddeford, ME 04005			

(Ownership in non-publicly traded companies must add up to 100%.)

59 Summer St Somerville, MA 02143

MEMORANDUM
City Council Agenda Item

FROM:

DATE: November 15, 2024

SUBJECT: Order 87-24/25 Granting an Easement to Central Maine Power at Deering Avenue for Additional Power at the James J. Fitzpatrick Stadium - Sponsored by Danielle P. West, City Manager

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: No

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

This easement to Central Maine Power is required in order to install a new pole, wiring, and equipment to supply additional power at the James. J. Fitzpatrick stadium for the Hearts of Pine Locker Rooms.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

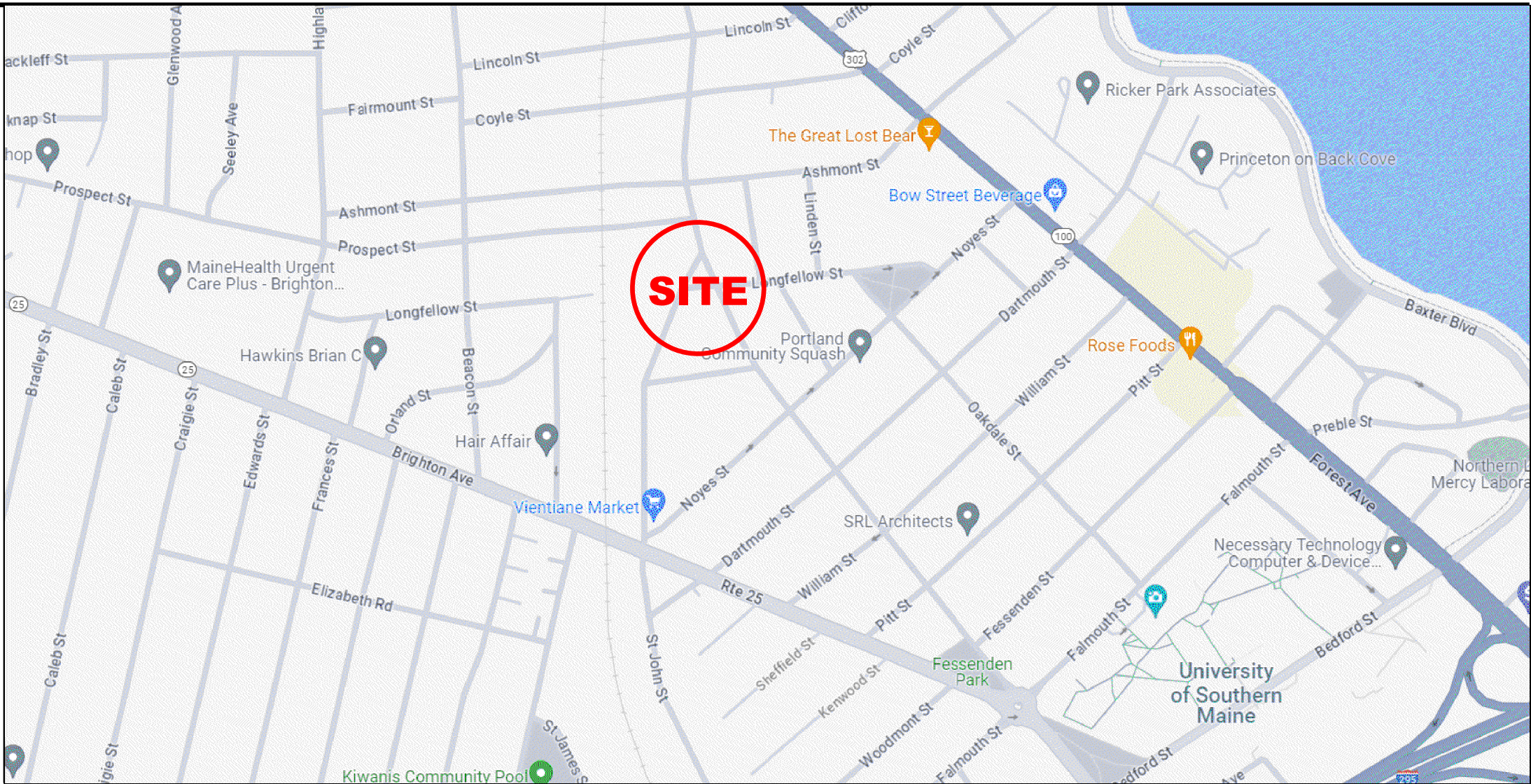
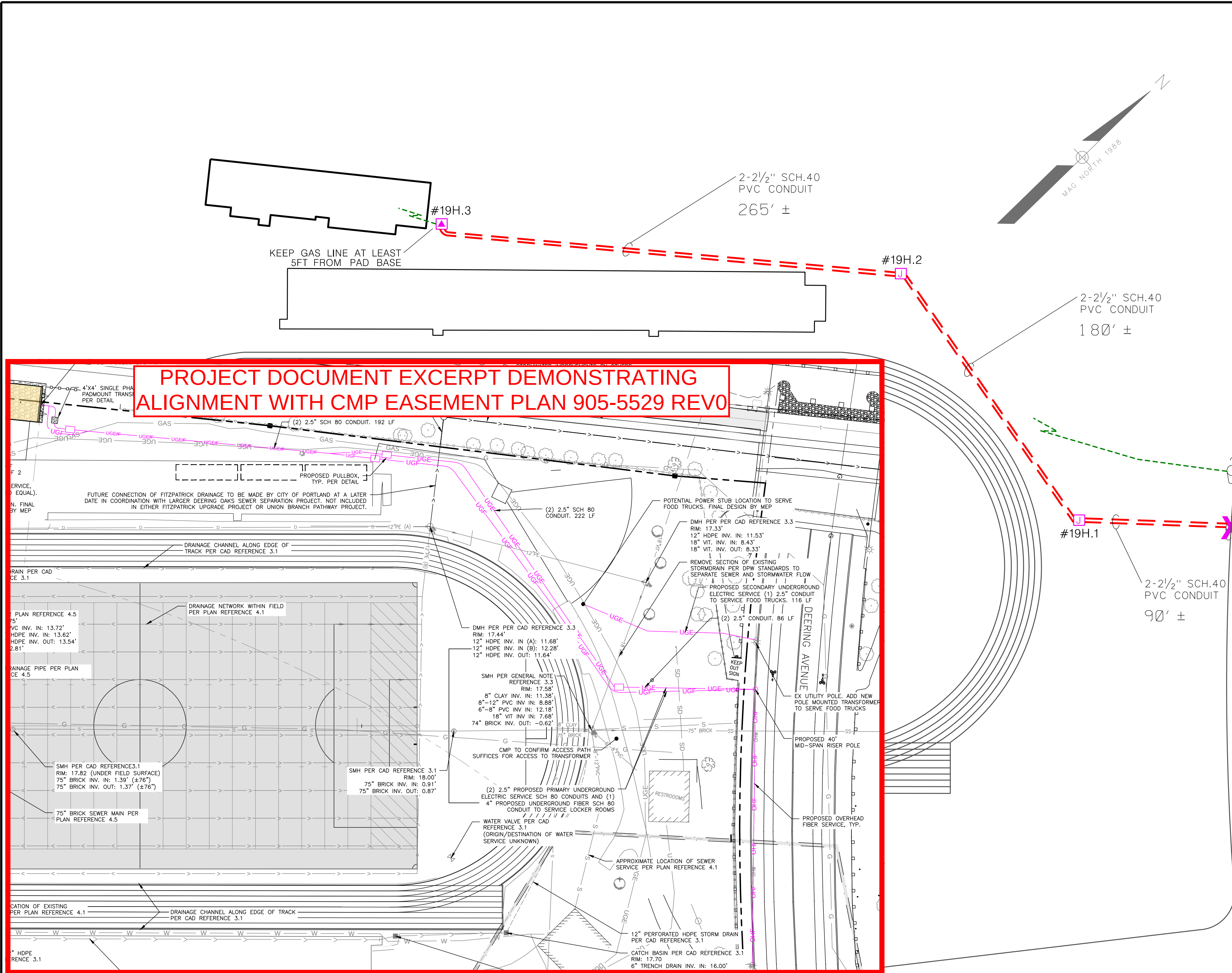
1. 905-5529 w Project Document Excerpt Inset
2. Order - CMP Easement
3. Deering Ave Fitzpatrick Stadium CMP Easement W)#10301096544 clean for council 111524

Prepared by:

Date: 11/15/2024

This document and any attachments are considered:
BUSINESS CONFIDENTIAL
PROTECTED CRITICAL INFRASTRUCTURE INFORMATION

THIS DRAWING SHALL
BE REVISED ON THE
CAD SYSTEM ONLY



STANDARD NOTES:

- Electrical installations to conform to Central Maine Power Company's Handbook of Requirements for Electric Service and Meter Installations.
- Conduit is required under all roads, driveways, and paved areas for both primary and secondary cables.
- At each transformer location a level 10-foot by 10-foot area will be provided as shown on Illustration #21 in the Handbook of Requirements. The elevation of this area shall be sufficiently high to always be above the highest expected water level and at or above the top of any nearby ditch slope. The transformer foundation shall be installed so the top of the foundation is 6 inches above this elevation. The transformer foundation shall be installed no more than 20 feet from a road surface.
- Primary voltage cable to be Single Phase 2C #2 Aluminum 15KV URD cable.
- Conduit shall be a minimum of 2.5-inch schedule 40 PVC or equivalent.
- Feed Thru bushings, elbows and pad covers will be required for any location where a pad mount transformer is not initially installed. Transformer installations should be coordinated with the service center.
- Any house located more than 220 feet from a transformer will require that the service conductors be sized in accordance with Illustration #31 of The Handbook of Requirements.
- Optional underground Notes:
 - Primary Riser- see Illustration #29 in The Handbook of Requirements.
 - The Contractor is required to notify CMP by calling the Line Supervisor at telephone # 1-800-338-8505 at least 72 hours before trench excavation begins.
 - Transformer Foundation-see Illustration #25 in The Handbook of Requirements.
 - Conduits shall be properly pitched to drain into transformer foundations, manholes, or splice boxes. Three inches per 100 feet minimum slope.
 - Install pulling line in each conduit.
 - Plug conduit ends to prevent entrance of soil and water.
 - The route of all buried cables shall be kept free of trees and shrubs.

GPS COORDINATES DMS

//MAINE.MAPS.ARCGIS.COM

- | | | |
|----|----------|-----------|
| 1. | 43.65785 | -70.27771 |
| 2. | 43.65915 | -70.27576 |
| 3. | 43.65845 | -70.27494 |
| 4. | 43.65701 | -70.27702 |

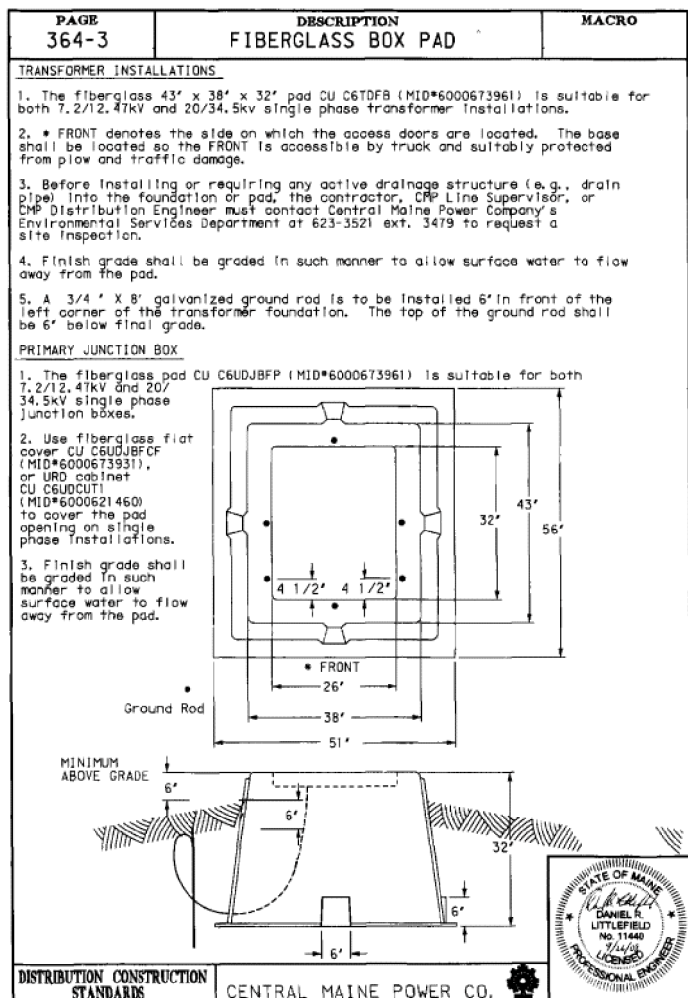
GRAPHIC SCALE



(IN FEET)

1 inch = 30 ft.

PROPRIETARY
Central Maine Power Company (CMP) provides this drawing "as-is" and solely for the initial recipient's use. The recipient may not disclose, reproduce, or use in any form to any third party without CMP's prior written consent.
CMP does not guarantee or warrant the accuracy of this drawing for use for any particular purpose. Comments concerning omissions, additions or errors should be sent to the CMP Distribution Automation and GIS Department. Any use of this drawing is at the user's sole risk. CMP shall not be responsible for and the recipient releases CMP from any and all claims or damages based on in any way on any use of this material or data.



- X Primary Riser
- ▲ Transformer Foundation
- J Junction Box
- - - Primary UG
- - - Secondary UG

Notification# 10301075493

NO.	REVISION	DATE	BY	CK	P.E. STAMPED BY	P.E. No.	Professional Engineer Seal	DESIGNED AAB/ DRAWN SA/ CHECKED AAB/ APPROVED AAB	FITZPATRICK STADIUM OFF POLE #19H DEERING AVE PORTLAND, MAINE	905-5529 REV. 0
0	INITIAL DRAWING RELEASE	06/03/24	JSA	AAB	AAB	17368		REVIEWED AAB	CENTRAL MAINE POWER COMPANY DISTRIBUTION DEPARTMENT SCALE 1"=30'	DATE 06/03/2024

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER GRANTING AN EASEMENT TO CNETRAL MAINE POWER AT DEERING
AVENUE FOR ADDITIONAL POWER AT THE JAMES J. FITZPATRICK STADIUM**

ORDERED, that an easement for Central Maine Power at Deering Avenue, in substantially the form attached hereto, is hereby approved; and

BE IT FURTHER ORDERED, that the City Council hereby authorizes the City Manager or designee to execute said easement and any other related documents necessary or convenient to carry out the intent of said documents and this Order.

WO# 10301096544
Form 1199, Rev. 02/20

Easement
Underground Line

City of Portland, a Maine municipality with a mailing address of 389 Congress St, Portland, ME, 04101(Grantor(s)), for consideration given, grants to CENTRAL MAINE POWER COMPANY, a Maine Corporation with an office at 83 Edison Drive, Augusta, Maine 04336, and no telephone company, and their respective successors and assigns (collectively Grantees), with quitclaim covenants, the right and easement to erect, bury, maintain, rebuild, respace, patrol, operate, and remove and do all other actions involving electric and communication distribution equipment and facilities, consisting of wires and cables, together with all necessary fixtures and appurtenances under a portion of the surface of the land of the Grantor(s) in the City/Town of Portland, Cumberland County, Maine. The said equipment and facilities are attached to a line commencing at Pole/Pad 19H, Deering Ave, Portland and extending to include Pole(s)/Pad(s) 19H.1, 19H.2 and 19H.3, Deering Ave, Portland. This easement affects land conveyed to the Grantor(s) in a deed from M P Sawyer dated October 3, 1821, recorded in the Cumberland County Registry of Deeds in book 90, page 81 and a deed from Portland Terminal Co., dated July 11, 1929, and recorded in the Cumberland County Registry of Deeds in Book 1316 Page 336. This easement is an easement in gross and is not for the sole purpose of serving the Grantor(s) or Grantor's land. The rights granted herein include the right to keep the surface of ground above its underground cables and other electrical equipment free from structures, improvements and growth which, in the judgment of the Grantees, may interfere with the proper operation or maintenance of said underground cables; and the right to enter upon the land of the Grantor(s) for any and all of the foregoing purposes.

Grantee shall promptly remove all waste, tools, and all material and equipment after each permitted entry upon the Grantor’s property pursuant to this easement.

The rights herein granted are subject to any leases, easement, rights, restrictions, and/or mortgages of record, insofar as the same are now in force and applicable.

WITNESS the hand(s) and seal(s) of Grantor(s) duly authorized representatives on _____, _____.
Signed, Sealed and Delivered in the presence of:

City of Portland

Danielle West, City Manager

State Of _____

County Of _____

The above-named _____, personally appeared before me this _____ day of _____, _____ and acknowledged the foregoing instrument to be their free act and deed in their said capacity and the free act and deed of said City of Portland.

Notary Public/Attorney
Printed Name:
My Commission Expires:

MEMORANDUM
City Council Agenda Item

FROM:

DATE: November 6, 2024

SUBJECT: Order 78-24/25 Order Accepting and Appropriating a \$300,000 Grant from the Federal Emergency Management Agency and Appropriating \$100,000 from the Portland Police Department Federal Equitable Sharing Account for an Emergency Response Vessel - Sponsored by Danielle P. West, City Manager

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: No

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

The Police Department has been awarded \$300,000 under the Department of Homeland Security/Federal Emergency Management Agency Fiscal Year 2024 Port Security Grant Program to purchase an emergency response vessel.

II. AGENDA DESCRIPTION

This item accepts and appropriates a \$300,000 grant awarded to the Portland Police Department by the Federal Emergency Management Agency and appropriates \$100,000 from the Portland Police Department Federal Equitable Sharing Account. These funds will be used to purchase an emergency response vessel.

This item must be read on two separate days. It received its first reading on November 4. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Per Portland City Ordinance Chapter 2, sec 17(c), “the Chief of Police shall be responsible for the public safety services, including fire, police, and emergency medical services, for the residents of Portland’s island communities and upon the waters of Casco Bay within the city.”

Despite being responsible for public safety on the waters and islands of Casco Bay, the Portland Police Department has no maritime presence. Instead, the PD relies upon the Portland Fire Department for transportation to the islands in the case of an emergency. As a result, the fireboat can be tied up transporting officers or police response can be delayed. In the event of a significant incident, a single vessel cannot serve the response needs of police, fire and EMS all of whom have different, yet equally critical roles. Additionally, while the PD fields a Dive Team, divers can only be deployed from land.

The addition of an emergency response vehicle will enhance response to the Casco Bay Islands. If the PFD is on another call, there is no other expedient means to deploy officers to an island. Conversely, if the fireboat is tied up transporting officers, it is not available to respond to medical calls or an actual fire. Additionally, there is currently no municipal law enforcement presence in the harbor despite it being the most active port in Northern New England. This vessel will be used to provide a law enforcement presence to keep the peace and maintain public safety during events such as the 4th of July fireworks.

The acquisition cost of an emergency response vessel and required equipment/supplies (trailer, cover, life jackets, etc) is expected to be approximately \$500,000.

The funding for the emergency response vessel will come from three sources:

1. FY24Port Security Grant;
2. Federal Equitable Sharing Account; and
3. a Congressional Directed Spending (CDS) request which has been included in the FY 2025 Senate Commerce, Justice, Science, and Related Agencies appropriations bill.

Given the need to wait for the CDS funding, the lengthy purchasing process, and the anticipated 10-12 month build-out period, we expect to put the vessel in service during the summer of 2026, at earliest. We plan to use grant funding to train officers in the safe operation of the vessel, however until staffing is adequate, we will not create a specialized maritime unit. Instead, we will utilize on-duty officers to operate the vessel as needed.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

This grant will improve the provision of public safety services within Casco Bay and on the Islands.

V. FINANCIAL IMPACT

There is no required fiscal impact note for this order as it does not have any tax rate impact in the current or next two fiscal years. However, if this expenditure were NOT funded via these non-property tax dollars, this expenditure would be a future year CIP request, resulting in potential additional debt service expense in future City budgets.

VI. STAFF ANALYSIS AND BACKGROUND

Staff recommends approval.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order - Accepting and Appropriating a 300k FEMA Grant
2. EMW-2024-PU-05277 - Award Package

Prepared by:

Date: 11/06/2024

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER ACCEPTING AND APPROPRIATING A \$300,000 GRANT
FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND
APPROPRIATING \$100,000 FROM THE PORTLAND POLICE DEPARTMENT
FEDERAL EQUITABLE SHARING ACCOUNT FOR AN
EMERGENCY RESPONSE VESSEL**

ORDERED, that a grant in the amount of \$300,000 from the United States Department of Homeland Security, Federal Emergency Management Agency (FEMA) is hereby accepted and that amount appropriated to the Portland Police Department for the purpose of purchasing a new emergency response vessel, as set forth in the grant agreement attached hereto; and

BE IT FURTHER ORDERED, that \$100,000 is hereby appropriated from the Portland Police Department Federal Equitable Sharing Account as the 25 percent local cost share required for acceptance of the FEMA Grant; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to execute the Grant Agreement in substantially the form attached hereto and whatever other documents are necessary to effect the intent and purpose of said Agreement and this order.

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/20/2024



Lisa Perrotta
CITY OF PORTLAND POLICE DEPARTMENT
109 MIDDLE ST
PORTLAND, ME 04101

EMW-2024-PU-05277

Dear Lisa Perrotta,

Congratulations on behalf of the Department of Homeland Security, your application submitted for the Fiscal Year 2024 Port Security Grant Program (PSGP), has been approved in the amount of \$300,000.00 in Federal funding. This award of federal assistance is executed as a Grant. As a condition of this award, you are required to contribute non-Federal funds equal to or greater than \$100,000.00 for a total approved budget of \$400,000.00. Please see the Fiscal Year 2024 Port Security Grant Program (PSGP) for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Award Summary - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- Fiscal Year 2024 Port Security Grant Program (PSGP) Notice of Funding Opportunity
- The Preparedness Grant Manual (PGM)

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink, appearing to read "P. Williams", is written over a light blue horizontal line.

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Award Summary

Program: Fiscal Year 2024 Port Security Grant Program
Recipient: CITY OF PORTLAND POLICE DEPARTMENT
UEI-EFT: EJSBN16HRDC5
DUNS number: 162018170
Award number: EMW-2024-PU-05277

Summary description of award

The Port Security Grant Program provides funds to state, local, and private sector maritime partners to support increased port-wide risk management and protect critical surface transportation infrastructure from acts of terrorism, major disasters, and other emergencies.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$400,000.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$300,000.00
Non-federal	\$100,000.00
Total	\$400,000.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2024 PSGP NOFO.

Approved request details:

Investment

Equipment		
DESCRIPTION		
Emergency Response Vessel		
QUANTITY	UNIT PRICE	TOTAL
1	\$400,000.00	\$400,000.00
BUDGET CLASS		
Equipment		

Agreement Articles

Program: Fiscal Year 2024 Port Security Grant Program
Recipient: CITY OF PORTLAND POLICE DEPARTMENT
UEI-EFT: EJSBN16HRDC5
DUNS number: 162018170
Award number: EMW-2024-PU-05277

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Article 1**Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications**

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

Article 2**General Acknowledgements and Assurances**

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance. V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3	Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.
Article 4	Activities Conducted Abroad Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.
Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

Article 9	Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
Article 10	Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.
Article 11	Debarment and Suspension Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	Duplicative Costs Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 19.
Article 15	E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
Article 16	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 17	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 18	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 19	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

Article 20	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 21	Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
Article 22	John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.
Article 23	Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article 24**Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 25**National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 26**Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 27**Non-Supplanting Requirement**

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 28	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
Article 29	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
Article 30	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 31	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 32	Reporting of Matters Related to Recipient Integrity and Performance If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 33**Reporting Subawards and Executive Compensation**

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 34**Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 35	SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment CISA.
Article 36	Terrorist Financing Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.
Article 37	Trafficking Victims Protection Act of 2000 (TVPA) Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.
Article 38	Universal Identifier and System of Award Management Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
Article 39	USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Article 40	Use of DHS Seal, Logo and Flags Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
Article 41	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

Article 42**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at:

<https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43**Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44**Acceptance of Post Award Changes**

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article 45**Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46**Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 47**Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 48**Summary Description of Award**

The terms of the approved Investment Justification(s) and Budget Detail Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA of the award budget. Post-award documents uploaded into FEMA GO for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award. Investment 1: Portland Patrol Boat is fully funded for \$300,000.

Article 49**PSGP Performance Goal**

In addition to the Performance Progress Report (PPR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the capability gaps identified in their vulnerability assessment or other relevant documentation or sustains existing capabilities per the FEMA-approved Investment Justification. The capability gap reduction or capability sustainment must be addressed in the PPR, Section 10. Performance Narrative.

Obligating document

1. Agreement No. EMW-2024-PU-05277	2. Amendment No. N/A	3. Recipient No. 016000032	4. Type of Action AWARD	5. Control No. WX05789N2024T		
6. Recipient Name and Address CITY OF PORTLAND POLICE DEPARTMENT 109 MIDDLE ST PORTLAND, ME 04101		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Lisa Perrotta		9a. Phone No. 2078748515	10. Name of FEMA Project Coordinator Port Security Grant Program Grant Program		10a. Phone No. 1-877-585-3242	
11. Effective Date of This Action 09/20/2024	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 09/01/2024 to 08/31/2027 Budget Period 09/01/2024 to 08/31/2027		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listing No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
PSGP	97.056	2024-FA-GC01 - P410-xxxx-4101-D	\$0.00	\$300,000.00	\$300,000.00	See Totals
Totals			\$0.00	\$300,000.00	\$300,000.00	\$100,000.00
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16.FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
PAMELA WILLIAMS, Assistant Administrator, Grant Programs	09/20/2024

MEMORANDUM
City Council Agenda Item

FROM: Paul Bradbury, Jetport Director

DATE: November 6, 2024

SUBJECT: Order 79-24/25 Appropriating \$75,000 from Jetport Unrestricted Fund to the Jetport Noise Advisory Committee for the Development of a New Approach Procedure at the Portland International Jetport - Sponsored by the Portland International Jetport Noise Advisory Committee, Regina Phillips, Chair

SPONSOR: Portland International Jetport Noise Advisory Committee
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 11/4/2024

Final Action 11/18/2024

Can action be taken at a later date: Yes

Does this item involve a new contract with the City: No

PRESENTATION: Paul Bradbury, Jetport Director, will introduce this item as needed, and answer any Council questions.

I. SUMMARY

Order appropriating \$75,000 from Jetport unrestricted funds for the development of a new approach procedure as recommended by the Jetport Noise Advisory Committee.

II. AGENDA DESCRIPTION

The Portland International Jetport Noise Advisory Committee (NAC), a standing committee of the Portland City Council, is requesting a \$75,000 appropriation from Jetport unrestricted funds to develop a new over the water approach to the Jetport from the east. The new procedure will be an approximate overlay of the existing Harbor Visual Approach (HVA), but unlike the HVA it will be available at night and during low visibility conditions. The NAC voted to request an appropriation for the development of this procedure at its October 10, 2024 meeting.

The procedure will reduce nighttime overflights and aircraft noise over residential areas in South Portland and Peaks Island.

This item must be read on two separate days. It received its first reading on November 4. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

The Portland City Council's standing Jetport Noise Advisory Committee (NAC) has been working on the development of a new approach procedure from the east since the fall of 2022. The NAC's primary objective for the development of a new approach procedure was: "Maximize overflight of compatible areas such as non-residential areas, commercial/industrial areas, the Fore River and waters of Casco Bay." The procedure fully complies with this objective.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The new procedure will be a special instrument approach procedure that will allow flights arriving from the east to stay entirely over water at night and during low visibility conditions. The current Harbor Visual Approach (HVA) that this special instrument procedure will overlay and replace is only available during

daytime and clear conditions with 4 mile visibility. No currently available procedure meets the Jetport Noise Advisory Committee's goal for an entirely over water approach that is available at all hours. This procedure will reduce aircraft noise impacts over residential areas in South Portland and Peaks Island.

The Jetport will own, operate, and maintain this procedure, but the ultimate goal of the NAC is for it to become a public procedure maintained by the FAA in the future.

V. FINANCIAL IMPACT

The \$75,000 request is from Jetport unrestricted funds and has no impact on the City of Portland's general fund or the tax rate.

VI. STAFF ANALYSIS AND BACKGROUND

The development of this new special instrument approach procedure will allow aircraft to remain entirely over the water when required to approach from the east due to wind or traffic conditions. This new procedure will be available day and night and follow a very tight pattern of less than 0.3 nautical miles. Given its availability at night and its tightly controlled flight corridor, the procedure will reduce aircraft noise over South Portland and Peaks Island.

VII. RECOMMENDATION

Portland International Jetport staff fully supports the \$75,000 appropriation requested for the development of this new special instrument approach procedure.

VIII. LIST ATTACHMENTS

1. Order - Appropriating 75k from Jetport Unrestricted Fund for New Approach Procedure
2. Council Appropriation_HVA Overlay Procedure

Prepared by:

Paul Bradbury, Jetport Director

Date: 11/06/2024

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

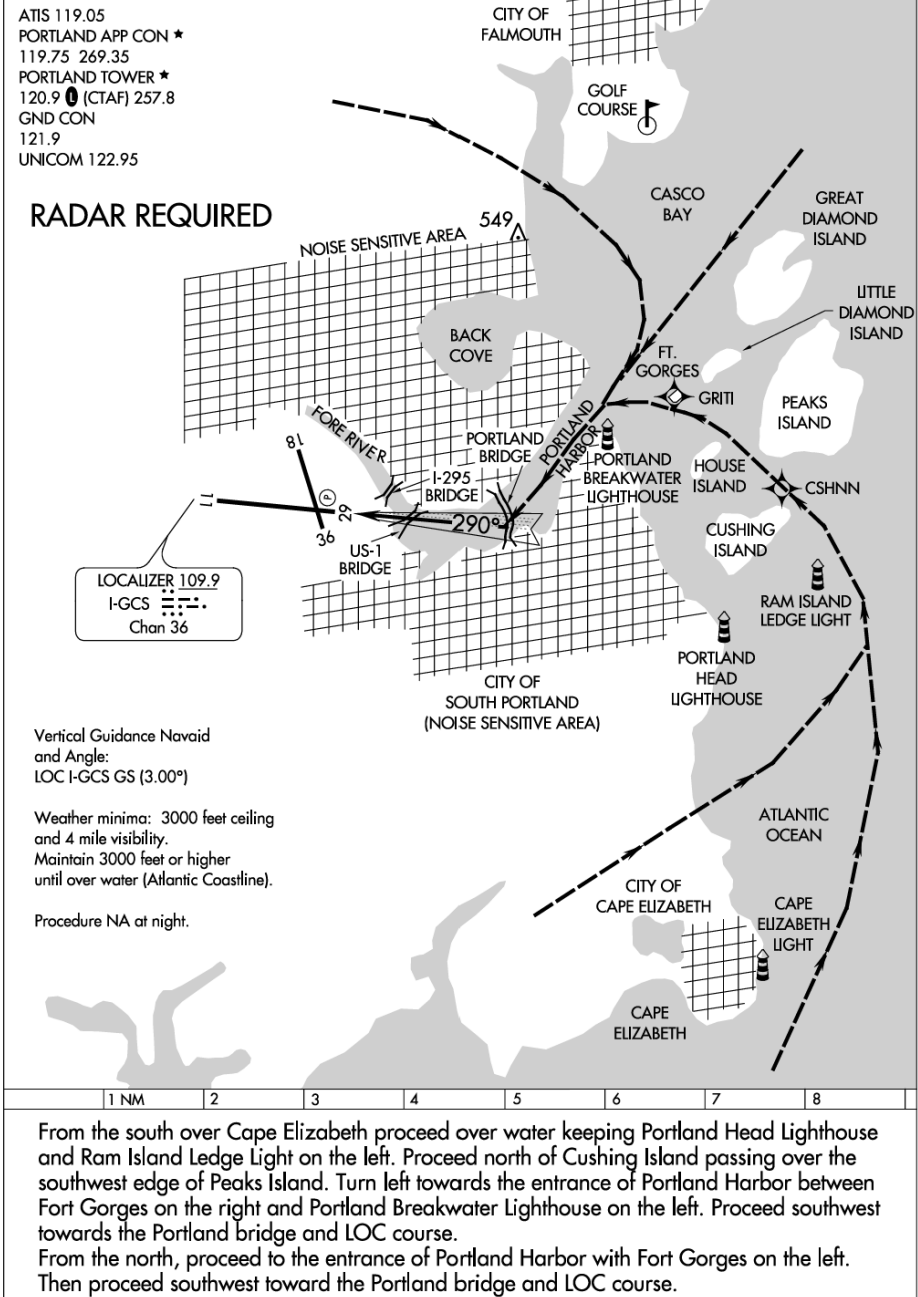
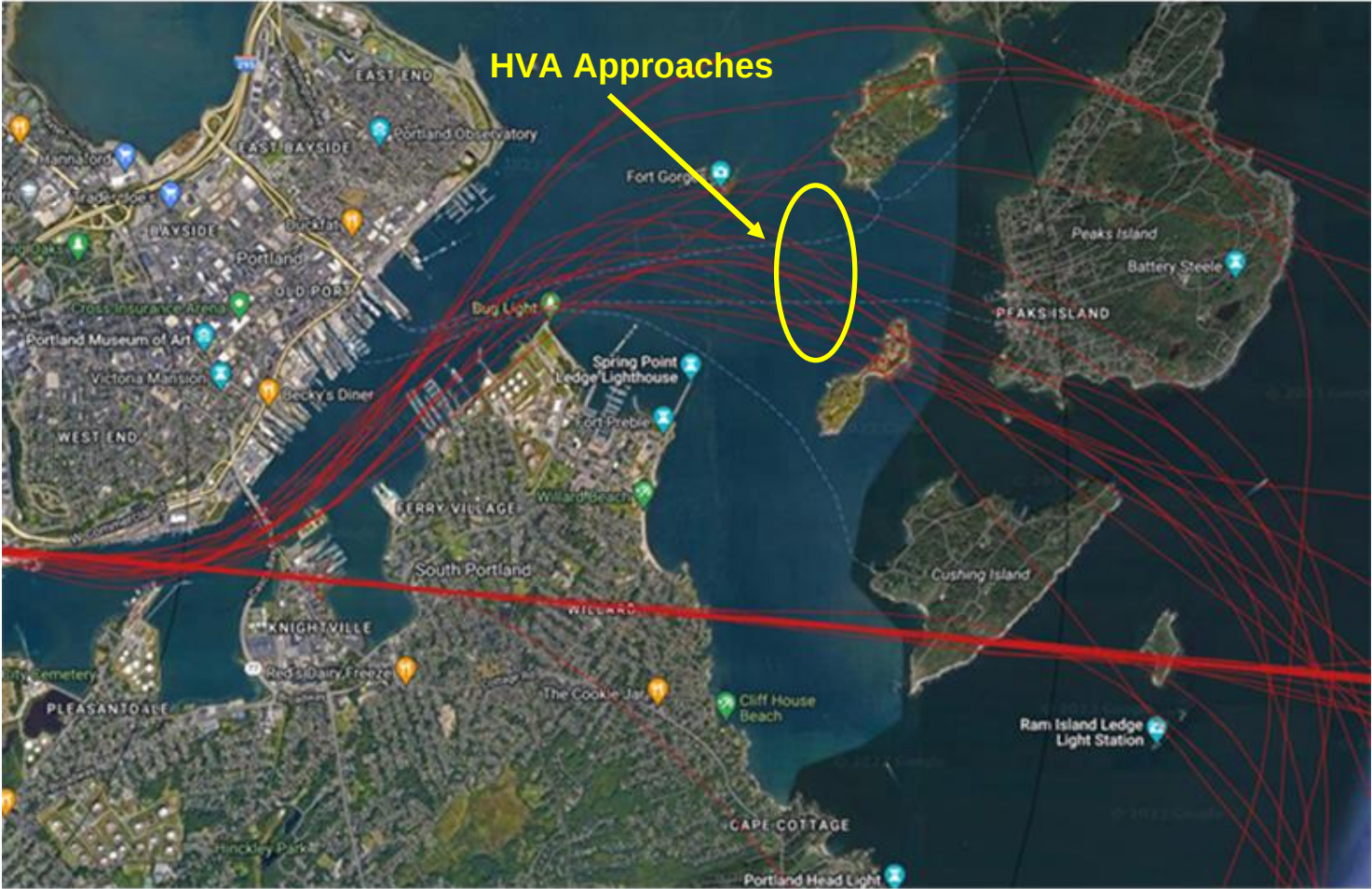
CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER APPROPRIATING \$75,000 FROM THE JETPORT UNRESTRICTED FUND
TO THE JETPORT NOISE ADVISORY COMMITTEE FOR THE DEVELOPMENT OF
A NEW APPROACH PROCEDURE AT THE PORTLAND INTERNATIONAL
JETPORT**

ORDERED, that \$75,000 is hereby appropriated from the Jetport Unrestricted Fund to the Jetport Noise Advisory Committee for the Development of a New Approach Procedure at the Portland International Jetport.

Existing Harbor Visual Approach (HVA) to Runway 29

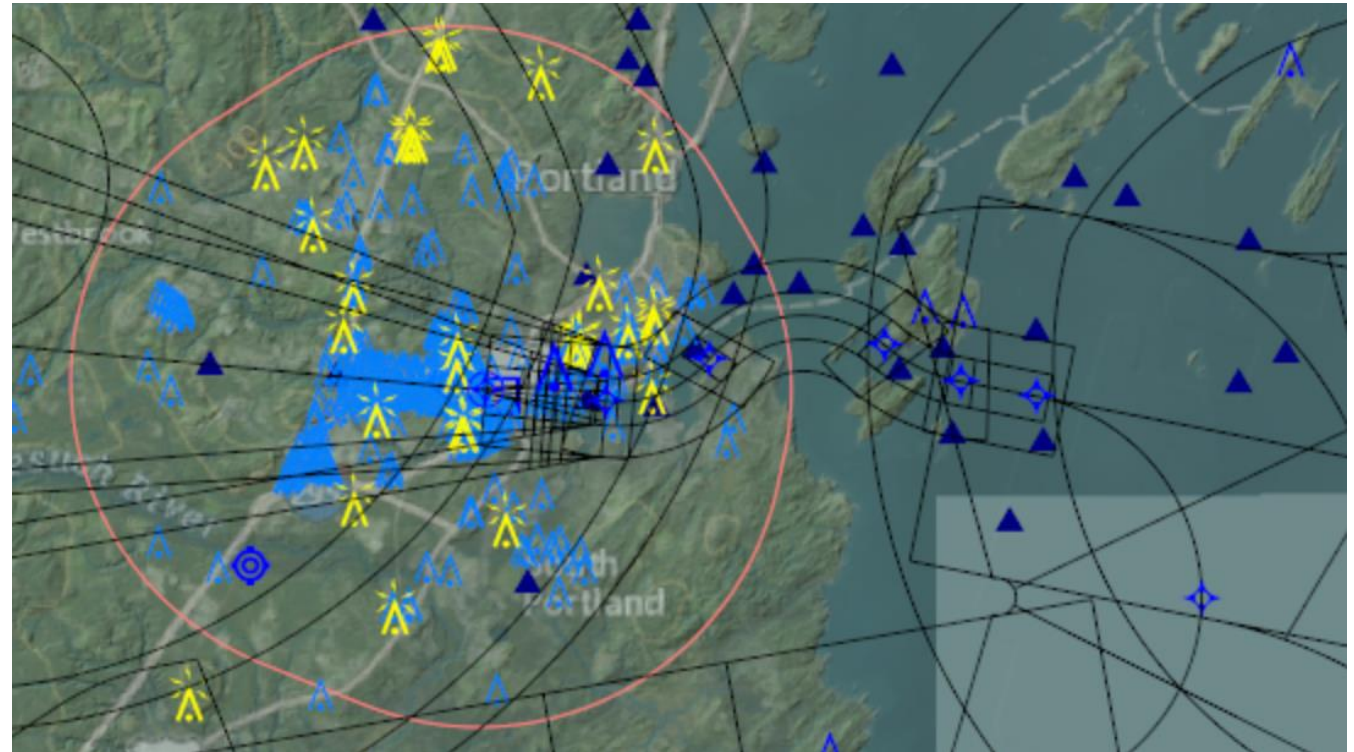




Proposed Special Instrument Approach to Runway 29

Proposed Special Instrument Approach overlay of the Harbor Visual Approach (HVA) procedure

- Procedure would be developed by Flight Tech Engineering in coordination with Vianair.
- Development cost estimate \$74,000.
- Procedure is expected to be available within a year.



MEMORANDUM
City Council Agenda Item

FROM: Paul Bradbury, Jetport Director

DATE: November 6, 2024

SUBJECT: Order 80-24/25 Order Appropriating \$4,750,000 from Jetport Unrestricted Funds for Improvements to the Terminal Building, Outbound Baggage Handling System, and Parking Garage at the Portland International Jetport - Sponsored by Danielle P. West, City Manager

SPONSOR: Danielle P. West, City Manager
(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 11/4/2024

Final Action 11/18/2024

Can action be taken at a later date: Yes

Does this item involve a new contract with the City: No

PRESENTATION: Paul Bradbury, Airport Director, will introduce this item as needed, and answer any Council questions.

I. SUMMARY

Order appropriating \$4.75 million for Jetport Passenger Terminal Building, Outbound Baggage Handling System, and Parking Garage Improvements.

II. AGENDA DESCRIPTION

This item will appropriate \$4.75 million from Jetport unrestricted funds to complete several needed infrastructure improvements at the Portland International Jetport. These improvements will include the following projects:

- Passenger terminal building roof replacement (1995 & 1980 sections): **\$600,000**
- Passenger terminal building security camera system replacement: **\$800,000**
- Passenger terminal gate concourse carpet replacement: **\$300,000**
- Outbound baggage handling system controls replacement and upgrades: **\$1,600,000**
- Parking garage elevator upgrade: **\$600,000**
- Parking garage lower level structural steel painting and fireproofing: **\$850,000**

TOTAL: \$4,750,000

This item must be read on two separate days. It received its first reading on November 4. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

The Portland International Jetport's passenger terminal was constructed over decades. The newest section was constructed in 2012 and the oldest section dates to 1967. Several sections of the terminal building roof have reached their useful life and require replacement. The CCTV camera network and outbound baggage handling system are now over 12 years old and require significant software, hardware, and controls updates. Additionally, the gate concourse carpeting is now 12 or more years old and in need of replacement. This appropriation will provide \$3.3 million to complete these needed passenger terminal

building improvements.

The oldest parking structure at the Jetport is now more than 20 years old. The lower level structural steel requires removal and replacement of the existing fireproofing and application of a corrosion inhibiting paint. This project will also address water infiltration that has caused corrosion of the structural steel and damage to the existing fireproofing. The garage improvements also include upgrades to the elevator drives which have reached the end of their useful life. This appropriation will provide \$1.45 million to complete these needed parking garage improvements.

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

This appropriation will provide needed infrastructure investment in the Portland International Jetport's terminal building, baggage handling system, and parking garage.

V. FINANCIAL IMPACT

The requested \$4.75 million appropriation will come from Jetport unrestricted cash, currently at \$39.1 million. The approval of this appropriation has no impact on the City of Portland's general fund or the tax rate.

VI. STAFF ANALYSIS AND BACKGROUND

This \$4.75 million appropriation will provide needed investment in the passenger terminal building, outbound baggage handling system, and parking garages. This funding will complete projects needed to maintain existing infrastructure, it does not expand any structures or systems at the Jetport. Several of these projects were deferred during the pandemic to conserve funding and are now overdue. It is recommended that these projects be completed now to prevent operational deficits and avoid higher future costs.

VII. RECOMMENDATION

Portland International Jetport staff recommend approval of this \$4.75 million appropriation to fund these needed infrastructure upgrades to the passenger terminal building and parking garage.

VIII. LIST ATTACHMENTS

1. Order - Appropriating 4.75M from Jetport Unrestricted Fund for Terminal Building, Outbound Baggage Handling System, and Parking Garage Improvements

Prepared by:

Paul Bradbury, Jetport Director

Date: 11/06/2024

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER APPROPRIATING \$4,750,000 FROM JETPORT UNRESTRICTED FUNDS
FOR IMPROVEMENTS TO THE TERMINAL BUILDING, OUTBOUND BAGGAGE
HANDLING SYSTEM, AND PARKING GARAGE AT THE PORTLAND
INTERNATIONAL JETPORT**

ORDERED, that \$4,750,000 from the Portland International Jetport unrestricted funds is hereby appropriated for six projects, as follows:

1. Passenger terminal building roof replacement (1995 & 1980 sections), \$600,000; and
2. Passenger terminal building security camera system replacement, \$800,000; and
3. Passenger terminal gate concourse carpet replacement, \$300,000; and
4. Outbound baggage handling system controls replacement and upgrades, \$1,600,000; and
5. Parking garage elevator upgrade, \$600,000; and
6. Parking garage lower level structural steel painting and fireproofing, \$850,000.

MEMORANDUM
City Council Agenda Item

FROM: Troy Moon, Sustainability Director

DATE: November 6, 2024

SUBJECT: Order 81-24/25 Amendment to Portland City Code Chapter 2 RE: Climate Action Fund - Sponsored by the Sustainability and Transportation Committee, Regina Phillips, Chair and the Finance Committee, Anna Trevorow, Chair

SPONSOR: Regina Phillips, Chair of the Sustainability and Transportation Committee, and Anna Trevorow, Chair of the Finance Committee

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading 11/4/2024

Final

Action 11/18/2024

Can action be taken at a later date: Yes This is the final opportunity for the current Council to vote on this item.

Does this item involve a new contract with the City: No

PRESENTATION: Sustainability Director Troy Moon will be present to answer questions.

I. SUMMARY

The order establishes the Climate Action Fund.

II. AGENDA DESCRIPTION

At the beginning of the current Council year, the City Council identified implementing actions from the One Climate Future climate action plan as a Council goal. It identified establishing a Climate Action Fund and a tactic to achieve this goal. During the course of the year, staff worked with the Sustainability and Transportation Committee and the Finance Committee to develop an ordinance to establish this fund. The Order under consideration tonight was recommended unanimously by the Sustainability and Transportation Committee on 5/8/24 as well as by the Finance Committee on 6/20/24. The fund would dedicate certain general fund revenues to the trust. These include penalties paid for violations of sustainability related ordinances, private donations, proceeds from grants, and voluntary appropriations made by the Council. The most significant revenue source is from the sale of renewable energy credits (RECs) the City is entitled to because of our participation in several off-site solar and hydroelectric projects where we own the environmental attributes. The annual value of these RECs is projected to be between \$300,000 - \$400,000 annually, once all the contracted projects begin producing energy. This includes RECs associated with City electricity accounts, Jetport electricity accounts, and School electricity accounts. Per our agreements with the project developers, these RECs will be available to the City for 20 years beginning when the facility reaches commercial operation.

It is important to note that when an entity sells RECs, it cannot claim to be using renewable energy. The right to make that claim passes to the entity that purchases the RECs. These buyers include utilities, corporations, institutions, or other organizations seeking to achieve carbon reduction goals. Consequently, when the City sells RECs we cannot claim progress on meeting the Council's established goal to operate City government on 100% clean energy by 2040 or toward the commitment to reduce community-wide emissions 80% by 2050. However, the sale of RECs provides funding that would not otherwise be available for projects or initiatives that advance the City's climate goals and that may have additional benefits for residents and

businesses, such as resilience, cleaner air, and improved infrastructure.

As drafted, the fund identifies the following as eligible expenditures for the fund (all expenditures from the fund will still require annual appropriation via a vote of the City Council):

- Operations of the Sustainability Office including staff salaries
- Grant writing support Consulting costs including GHG inventories, engineering studies, and energy audits Investment in assets that advance climate goals
- Investments in community resilience including micro-grants to support neighborhood scale actions

The City Manager will serve as the manager of the fund. The responsibilities of the manager, which include dispersing fund monies, are subject to the orders of the City Council. As drafted, the ordinance would take effect on July 1, 2025. That is because revenue from the sale of RECs is built into the proposed FY24/25 budget.

This item must be read on two separate days. It received its first reading on November 4. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

The order provides specific funds to implement measures identified in the One Climate Future plan, which is a Council goal.

V. FINANCIAL IMPACT

If the Council adopts the order, it will not take effect until FY2024/2025 so it will not have any impact on the current budget.

VI. STAFF ANALYSIS AND BACKGROUND

VII. RECOMMENDATION

Staff recommends passage of the order.

VIII. LIST ATTACHMENTS

1. Amendment - Establishing a Climate Action Fund
2. Chapter002.Administration 11.14.2022
3. Bullett Amendment 1- Establishing a Climate Action Fund

Prepared by:

Troy Moon, Sustainability Director

Date: 11/06/2024

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

AMENDMENT TO PORTLAND CITY CODE CHAPTER 2 RE: CLIMATE ACTION FUND

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:

1. *That Sections 2-460 to 2-465 are hereby added to the
Portland City Code Chapter 2 as follows:*

Chapter 2 ~~ADMINISTRATION~~

...

Art. I. In General, §§ 2-1 -- 2-15

Art. II. Officers, §§ 2-16--2-30

Div. 1. Generally, §§2-16-2-20

Div. 2. Prohibition on Immigration Status Checks §§2-21-2-30

Art. III. Boards, Commissions, Committees, etc., §§ 2-31--2-40

Art. III-A. Portland Land Bank Commission; Fund, §§ 2-41-2-45

Art. IV. Civil Service, §§ 2-46--2-90

Div. 1. Generally, §§ 2-46

Div. 2. Civil Service Commission, §§ 2-47--2-57

Div. 3. Employment Subcommittee, §§ 2-58-2-75

Div. 4. Police Citizen Review Subcommittee, §§ 2-76-2-90

Art. V. Employee Benefits, §§ 2-91--2-200

Div. 1. Generally, §§ 2-91--2-100

Div. 2. Retirement, §§ 2-101--2-200

Art. VI. Funds Due to City, §§ 2-201--2-300

Div. 1. Generally, §§ 2-201--2-220

Div. 2. Provisional Payments, §§ 2-221--2-229

Div. 3. Interest, §§ 2-230--2-300

Art. VII. Procurement and Contracting Procedures, §§ 2-301--2-400

Div. 1. Generally, § 2-301

Div. 2. Competitive Process for Contracts, §§ 2-302-2-312

Div. 3. Sale or Disposal of Real or Personal Property §§ 2-
313-2-400

Art. VIII. Civil Emergency Preparedness, §§ 2-401--2-415

Art. X. Exemption from Vehicle Excise Tax for Certain Military Personnel, §§ 2-436--2-450

Art. XI. Portland Senior Tax Equity Program, §§ 2-451--2-459

Art. XII. Climate Action Fund, §§ 2-460--2-465

...

ARTICLE XII. CLIMATE ACTION FUND*

Sec. 2-460. Purpose

The purpose of enacting this article is to establish a climate action trust fund within the City's general fund to facilitate implementation of the decarbonization and resilience strategies detailed in One Climate Future, the climate action plan adopted by the City Council in November, 2020, and to achieve the carbon reduction goals established by the City Council by Resolve 7-16/17, committing that municipal operations will run on 100% clean energy by 2040; Resolve 9-17/18, committing to reduce community wide emissions 80% by 2050; and Resolve 8-19/20, declaring a climate emergency and committing to prioritize climate actions within the 2030 timeframe.

Sec. 2-461. Establishment of the Climate Action Trust Fund.

The City Council hereby establishes a special revenue account under the name "City of Portland Climate Action Trust Fund." Deposits into the fund may include the following general fund revenue sources:

- (a) Proceeds from the sale of renewable energy credits (RECS) awarded to the City through its participation in projects resulting in the generation of electricity or thermal energy;
- (b) Funds appropriated to be deposited into the fund by vote of the City Council;
- (c) Voluntary contributions of money or other liquid assets to the fund;
- (d) Any penalties or payments resulting from non-compliance with sustainability related ordinances,

including Chapter 6, Article X (Energy Benchmarking), and Chapter 34, Landcare; and

- (a)(e) Any federal, state or private grant or loan funds provided for the purpose of beneficial electrification, energy efficiency, or reducing carbon emissions from municipal operations or community sources.

Sec. 2-462. Eligible Expenditures

Eligible expenditures of funds deposited into the fund shall include:

- (a) Costs to operate the Sustainability Office including staff salaries, interns, public outreach and engagement, professional development, software licenses or subscriptions, and other expenditures necessary to maintain the Office;
- (b) Costs necessary to secure grants, including grant writing support and local match for grants that advance strategies in One Climate Future;
- (c) Consulting costs, including greenhouse gas inventories, engineering studies, energy audits, and technical consulting for projects designed to reduce carbon emissions or promote community resilience;
- (d) Investments in assets that advance climate goals;
- (e) Investment in community programs that promote resilience and carbon reduction, including micro-grants for community-based action, tree planting, and programs to support adoption of renewable energy and energy efficiency.

Sec 2-463. Management of the Climate Action Trust Fund

The City Manager, or designee, shall serve as the manager of the Climate Action Trust Fund. The responsibilities of the manager, subject to the orders of the City Council, shall include:

- (a) Maintaining the financial and other records of the climate action trust fund;
- (b) Disbursing and collecting climate action trust fund monies; and
- (c) Monitoring the use of monies expended and assuring compliance with the purposes of the fund and the conditions under which any portions of the fund were granted or loaned.

Sec. 2-464. Climate Action Trust Fund Annual Report.

Each fiscal year, the City Manager or a designee may communicate to members of the City Council or City Council subcommittee a summary report detailing the deposits into and funds drawn from the climate action trust.

Sec 2-465. Distribution and use of the climate action trust fund's assets.

1. All distribution of principal, interest or other assets of the Climate Action Trust Fund shall be made in furtherance of the public purposes set out in this Article.
2. Funds distributed from the Climate Action Fund require appropriation from the City Council (Charter Article II, Section 11) and will be appropriated during the annual budget process.

**Note: The Amendments set forth above will be effective as of July 1, 2025.*

Chapter 2 ADMINISTRATION*

***Charter reference(s)**--Powers and duties, art. I, § 2.

Cross reference(s)--Ordinances promising or guaranteeing the payment of money for the city, or authorizing the issuance of any bonds in the city or any evidence of the city's indebtedness, or any contract or obligation assumed by the city saved from repeal, § 1-4(1); ordinances making any appropriations saved from repeal, § 1-4(4); ordinances prescribing the number, classification or compensation of any city officers or employees saved from repeal, § 1-4(10); ordinances providing for retirement benefits saved from repeal, § 1-4(11); uniform procedure for collecting assessments, § 1-16; elections, Ch. 9; general assistance, Ch. 13; planning board, § 14-16 et seq.; administration and enforcement of zoning, § 14-461 et seq.; jurisdiction of board of appeals for zoning, § 14-471 et seq.; board of appeals, § 14-541 et seq.; historic preservation, § 14-600 et seq.; licenses and permits, Ch. 15; police, Ch. 20; special police, § 20-16 et seq.; administration and enforcement of traffic regulations, § 28-11 et seq.; traffic division, § 28 et seq.; traffic engineer, § 28-21 et seq.; parking division, § 28-41 et seq.

Art. I. In General, §§ 2-1 -- 2-15

Art. II. Officers, §§ 2-16--2-30

Div. 1. Generally, §§ 2-16-2-20

Div. 2. Prohibition on Immigration Status Checks §§ 2-21-2-30

Art. III. Boards, Commissions, Committees, etc., §§ 2-31--2-40

Art. III-A. Portland Land Bank Commission; Fund, §§ 2-41-2-45

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Div. 1. Generally, §§ 2-46

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Art. V. Employee Benefits, §§ 2-91--2-200

Div. 1. Generally, §§ 2-91--2-100

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Art. VI. Funds Due to City, §§ 2-201--2-300

Div. 1. Generally, §§ 2-201--2-220

Div. 2. Provisional Payments, §§ 2-221--2-229

Div. 3. Interest, §§ 2-230--2-300

Art. VII. Procurement and Contracting Procedures, §§ 2-301--2-400

Div. 1. Generally, § 2-301

Div. 2. Competitive Process for Contracts, §§ 2-302-2-312

Div. 3. Sale or Disposal of Real or Personal Property §§ 2-313-2-400

Art. VIII. Civil Emergency Preparedness, §§ 2-401--2-415

Art. X. Exemption from Vehicle Excise Tax for Certain Military Personnel, §§ 2-436--2-450

Art. XI. Portland Senior Tax Equity Program, §§ 2-451--2-459

ARTICLE I. IN GENERAL

Sec. 2-1. City seal.

The design set forth below shall be the device of the city seal; and the motto shall be: *"RESURGAM, SIGILLUM, CIVITATIS PORTLANDIAE."*



(Code 1968, § 103.1)

State law reference(s)--Municipal authority to adopt a seal, 30 M.R.S.A. § 1902.

Sec. 2-2. Council members acting as agents in claims or actions against city prohibited.

No member of the City Council shall act as attorney, agent or representative for any person in any claim or demand against the City, nor in defending any person in any action brought by the City.

(Code 1968, § 202.3)

Charter reference(s)--No personal interest, art. VIII, § 1.

State law reference(s)--30 M.R.S.A. § 2251.

Sec. 2-3. Accidents to be reported.

Every officer and every employee, including the School Department, involved in any accident or other incident in which the City may be a party or having knowledge or notice, whether by hearsay or otherwise, of any such accident or incident shall immediately file a full report of such accident or other incident with the Corporation Counsel.

(Code 1968, § 202.4)

Sec. 2-4. thru 2-15. Reserved.

ARTICLE II. OFFICERS*

***Charter reference(s)**--Administrative officers, art. VI.

Cross reference(s)--Parking control officers, § 28-116.

State law reference(s)--Town officials, 30 M.R.S.A. § 2250 et seq.

DIVISION 1. GENERALLY

Sec. 2-16. Positions created.

In addition to the administrative officers and boards established by the Charter, there shall be the following additional administrative officers who shall be appointed in the manner provided in the Charter:

- (a) *Planning Director.* The Planning Director shall be the Director of Planning and Urban Development.
- (b) *Reserved.*
- (c) *Director of Housing and Economic Development.* The Director of Housing and Economic Development shall be responsible for maintaining an active liaison with existing business, industry and housing developments located in the city, to assist them with problems in which the city may be involved and to encourage their growth and expansion in Portland. The Director of Housing and Economic Development shall also promote the City as a desirable location for new business, industry, and residents.

1. The Director of the Housing and Economic Development Department shall approve and negotiate housing rehabilitation loans and grants and manage all loan and grant activities concerning residential units, including the repayment thereof to the City through the Finance Department, and he or she shall be responsible for contract administration and disbursement of all funds to housing rehabilitation agencies from whatever source such funds are derived; and
2. In addition to the aforesaid, the Director of the Housing and Economic Development Department shall undertake such duties or responsibilities with respect to the Community Development Program as the City Manager may from time to time direct and, with the approval of the City Manager, he or she may employ additional assistants to administer grants obtained as part of the community development program whose salaries shall be paid for out of the grant budget.

(Code 1968, § 202.1; Ord. No. 312B-80, 11-3-80; Ord. No. 281-82, § 1, 12-6-82; Ord. No. 429-85, § 1, 2-20-85; Ord. No. 376-90, § 1, 6-6-90; Ord. No. 88-20/21, 9-21-2020)

Editor's note--Ord. No. 376-90, § 1, adopted June 6, 1990, deleted subsection (2) of this section, which formerly pertained to the purchasing agent, duties, etc. Similar new provisions have been included as Art. VII of this chapter, procurement and contracting procedures.

Sec. 2-17. Additional duties assigned.

In addition to the duties imposed on them by the Charter, state law and ordinance of the city, the City Council or the City Manager, the following officers shall perform the additional duties list below:

(a) *City Clerk:*

1. The City Clerk shall be Clerk of the City Council and shall record and keep all the official acts and doings of such body, which records shall be open and subject to the inspection of the public at all reasonable times.
2. The City Clerk shall notify all persons elected or appointed to office in the city government or on any board, commission or committee.
3. The City Clerk shall be custodian of the city seal and all official documents not required to be filed elsewhere.
4. The secretary of the Planning Board, the secretary of the Board of Appeals, and any other officer or employee of the City having possession of any recording of any hearing or proceeding of the Planning Board or Board of Appeals shall deliver the recording to the City Clerk for the purpose of preservation, retention, and to permit inspection and copying by the public, subject to such reasonable administrative fees as may be set by order of the City Council, upon conclusion of all of the proceeding(s). Such recordings shall be retained in the possession of the clerk for a period of not less than six (6) years.
5. The City Clerk shall appoint one (1) warden and one (1) ward clerk for each district precinct as their terms expire, subject to the approval of the City Council. The wardens and ward clerks shall be paid a reasonable compensation as determined by the City Clerk.
6. The City Clerk shall administer the office of the Board of Voter Registration pursuant to the City's personnel policies and procedures including, but not limited to, supervising the performance of the members thereof and establishing the individual work schedules, provided, however, that the office shall be open as provided by City Council Order.

(b) *Chief of Fire Department:*

1. The Chief of the Fire Department shall be the administrative head of the fire department responsible for the supervision of all matters relating to fires in the city and shall promulgate, and from time to time

amend, rules and regulations for the guidance, government, and conduct of the officers and members of the fire department.

2. The Chief of the Fire Department shall have the care and control of all equipment assigned to the fire department, and no such equipment shall be taken outside of the City unless by order of the City Manager or, in the manager's absence or unavailability, by order of the chief or commanding officer of the fire department.
3. The Chief of the Fire Department shall thoroughly inform himself or herself in regard to the location of all telegraph, telephone, electric light and power lines and all other electrical lines within the City; shall make and keep in his or her office a map showing the location of all such wires laid over, in, or under the streets, ways and buildings, including the names of the owners of such wires; shall see to it that all state laws and ordinances of the City relating to such installations are strictly complied with and enforced; and shall have the authority, whenever in his or her opinion the public safety requires it, to direct the cutting off of current from any such wires for such period of time as he or she may deem necessary for the public safety or the protection of property.
4. The Chief of the Fire Department shall provide certain medical and transportation services through a medical crisis unit.
5. The Chief of the Fire Department shall have the care and control of all fire alarm, police signal and radio electrical systems belonging to the city and shall perform all functions previously performed by the Director of public safety with regard to communications except the supervision of police communications operators and dispatchers.

(c) *Chief of Police:*

1. The Chief of Police shall be the administrative head of the police department, responsible for the supervision of all matters relating to police work in the City, and shall promulgate, and from time to time amend, rules and regulations for the guidance, government and conduct of the officers and members of the police department.
2. The Chief of Police shall be responsible for the provision of security at the Jetport, International Ferry Terminal, and other public buildings, facilities, parks, recreational areas, land and similar areas owned

by the city.

3. The Chief of Police shall be responsible for public safety services, including fire, police and emergency medical services, for the residents of Portland's island communities, and upon the waters of Casco Bay within the City.
4. The Chief of Police shall be in charge of police communications services previously performed by the public safety department.

(d) *Director of Parks and Public Works:*

1. The Director of Parks and Public Works and the Department of Public Works shall be considered as the Public Works Authority for the City.
2. Reserved.
3. Reserved.

(e) *Corporation Counsel:*

1. The Corporation Counsel shall commence and prosecute all actions on behalf of the City before any tribunal and shall appear and defend the city in all actions brought against it or any of its officers or employees in the discharge of their official duties.
2. The Corporation Counsel shall appear before the Legislature of the State or any committee thereof, on behalf of the City when directed to do so by the City Council.
3. The Corporation Counsel shall, when requested to do so by the City Council or any committee thereof, or any administrative officer or board of the city in the discharge of their official duty, furnish written opinions upon any subject relating to City affairs and shall prepare all legal instruments, including orders, ordinances, resolves, bonds, deeds, contracts, leases and agreements, which may be required in the conduct of City affairs.
4. Corporation counsel is hereby authorized to charge developers a fee calculated on an hourly basis or on a project basis for legal work done by the office of corporation counsel on development projects.

The hourly fee shall be set by council order at a rate that may, in the council's sole discretion, reflect the

private sector legal rate for such services.

***Editor's Note**--Council Order 245A-04/05, passed on 5/16/05 and by Council Order 207-09/10, passed on 5/17/10 set this rate at \$165.00 per hour.

The fee authorized by this subsection may not be charged in addition to any other fee levied for legal services pursuant to another section of this code.

- (f) *Director of Finance:* In all cases where the duty is not expressly charged to any other department or office, it shall be the duty of the Director of Finance to act to promote, secure and preserve the financial and property interests of the city. The Director of Finance shall:
1. Perform the duties and have and exercise the powers conferred or imposed upon Directors of Finance, Treasurers and Collectors of Taxes by State law, the City Charter and this Code;
 2. Receive, file and keep in his or her custody all contracts, leases and other like documents not required to be filed elsewhere, and the Director shall not permit any such papers to be taken from his or her possession without obtaining a receipt therefor;
 3. Keep and preserve all bonds required of officers and employees of the City, except his or her own bond which shall be kept by the City Clerk;
 4. Under the direction of the City Council, seal and execute all deeds to City-owned property, and shall, after recording when necessary, file and preserve all deeds delivered to the city as purchaser;
 5. Under the direction of the City Manager, execute licenses and easements for foundations, footings, awnings, overhangs and similar appurtenances to private developments on, above, or below City property or the public way, and communicate the granting of such licenses and easements to the City Council;
 6. Under direction of the City Council, authorize, sign and issue all obligations of the city, and shall keep and administer said documents;
 7. Deposit the proceeds of all sales of bonds into the city treasury immediately after he or she shall have received the same, and until such deposit, he or she shall be responsible for the amount thereof;
 8. Keep in proper books a full and accurate account of all

the moneys received and disbursed by him in behalf of the City, specifying the time of receipt and disbursement, from whom disbursed and on what account received and disbursed and how paid, showing at all times the financial condition of the City;

9. Receive and have custody of all moneys paid to the city and shall then deposit and invest and reinvest the same with some reasonable banking or investment institution or institutions, and shall disburse City moneys upon authorization of the City Council, and may sell, purchase and otherwise trade all, securities, bonds, stocks or other negotiable instruments owned by or belonging to the City;
10. Report the default of any officer of the City to the City Manager, who shall direct the corporation counsel to take immediate legal measures for the recovery of the amount for which such officer may be in default;
11. Ensure that all banks and trust companies, now or hereafter holding deposits of the city, are requested, authorized and, directed to honor checks, drafts or other orders for the payment of money drawn in this corporation's name, including those payable to the individual order of any person or persons whose name or names appear thereon as signee or signers thereof, when bearing the signature or facsimile signature of the Director of Finance or such person as he or she shall identify to the aforementioned banks and trust companies; and further, that the Director of Finance shall cause the names of said designees and all other conditions of payment to be submitted in writing to the aforementioned banks and trust companies;
12. Demand and receive all moneys and fees owing to the City, whenever any person is indebted to the City in any manner and the means of collection of such debt is not otherwise provided for by law. When any claim shall not be collectible by other methods, he shall report the same to the corporation counsel for prosecution;
13. Pay City employees upon presentation of the properly certified payroll;
14. Transmit to the City Manager annually audited statements of cash on hand and of classified unencumbered appropriation balances for the City as a whole and such other financial statements as the City Manager may from time to time require. He or she shall keep every department, board, commission, and institution currently informed of its classified unencumbered appropriation

balances;

15. Exercise general supervision over all officers of the City regarding the proper management of the fiscal concerns of their respective offices and:
 - a. Examine the books of each department from time to time and see that they are kept in proper form;
 - b. See that officers receiving money pay the same into the City Treasury when thereto required and that all necessary financial reports are made by officers, and shall report all delinquencies in such payments or reports to the City Manager and Council;
16. Examine, pay and audit the accounts of all officers and departments subject to the approval of the City Manager and appropriation by the Council;
17. Prescribe the forms of accounts and reports to be rendered to him or her;
18. Prepare estimates of revenues and expenditures as prescribed by the Charter and give such other assistance in the preparation of the budget as may be required by the City Manager;
19. Issue all permits and licenses required by ordinance to be issued by the Director of Finance or his designee;
20. Pay out to the persons duly entitled thereto on warrant of the Director of Finance, without appropriation by the Council, any money paid into the Treasury pursuant to special trust funds.

The Finance Director shall further have the authority to employ assistants to whom he or she may delegate duties as permitted by state law, the Charter and this Code.

***Editor's Note**—Pursuant to Order 207-09/10, passed May 17, 2010 fees were set for the following: Incoming Fax Fee (Treasury): \$2.00 flat fee; Tax Record Information for Title Companies/ Legal Firms: \$25.00 per record.

- (g) *Director of Health and Human Services.* There is hereby established the Department of Health and Human Services to be headed by a Director of Health and Human Services to be appointed by the City Manager, subject to confirmation by the City Council. Such Director of Health and Human Services shall:

1. The Director of Health and Human Services and the

Department of Health and Human Services shall be considered as the Health Authority of the City;

2. Exercise all powers of and perform all duties now or hereafter conferred upon or required of the Director of Welfare by state law, the Charter and ordinances of the City;
3. Exercise all powers of and perform all duties now or hereafter conferred upon or required of the Health Officer by state law, the Charter and ordinances of the City;
4. Exercise all powers of and perform all duties now or hereafter conferred upon or required by the City Manager of the Social Service staff of the Community Development Program;
5. Exercise all powers and perform all duties previously performed by the recreation division of the Department of Parks and Recreation;
6. Have the authority, personally or by his or her designated agents, to enforce all laws, ordinances and regulations pertaining to conditions dangerous or detrimental to life or health, including but not limited to the investigation and suppression of nuisances and the prevention and control of diseases within the City, the harbor, or on any vessel within the harbor.

(h) *Director of Planning and Urban Development/Director of Permitting and Inspections:*

1. Unless otherwise designated, the Director of Permitting and Inspections shall be considered as the Building Authority.
2. The Director of Planning and Urban Development shall be the Planning Authority of the City.
3. The Director of Planning and Urban Development shall be secretary to the Planning Board.
4. The Director of Permitting and Inspections or his or her designees shall exercise such authority and enforce such laws, ordinances and regulations pertaining to residential dwellings as the agent of the Director of Health and Social Services.
5. Reserved.
6. The Director of Planning and Urban Development or

his/her designee shall be responsible for administrative oversight of public improvement programs implemented by other City departments in neighborhood conservation areas and shall advise and assist such departments in the development of such programs, and he or she shall also advise and assist the Planning Director in the delineation of new neighborhood conservation areas.

7. Reserved.

8. The Director of Permitting and Inspections is hereby designated an agent of the health officer to exercise such authority and enforce such laws, ordinances and regulations pertaining to potential health hazards in residential, industrial, and commercial buildings and including but not limited to the following: investigation and oversight of local food service establishments, control of rabies, control of insects and rodents, control of refuse and its disposal, and investigation of lead paint.

***Editor's Note:** Pursuant to Order 88-20/21, which moved the Division of Housing and Community Development into the Economic Development Department, renamed Housing and Economic Development, two subparagraphs in Sec. 2-17(h) were deleted.

(Code 1968, § 202.2; Ord. No. 232-68, 6-19-68; Ord. No. 577-72, 9-6-72; Ord. No. 714-72, 11-6-72; Ord. No. 530-75, § 1, 10-6-75; Ord. No. 112-77, §§ 1--6, 2-7-77; Ord. No. 113-77, §§ 1--3, 2-23-77; Ord. No. 419-77, §§ 1--3, 7-6-77; Ord. No. 143-79, § 1, 6-6-79; Ord. No. 416-79, 12-17-79; Ord. No. 59-80, 6-16-80; Ord. No. 310-80, 11-3-80; Ord. No. 312A-80, 11-3-80; Ord. No. 688-81, §§ 1--3, 5-21-81; Ord. No. 331-81, §§ 1--9, 12-21-81; Ord. No. 598-82, 5-17-82; Ord. No. 281-82, § 2, 12-6-82; Ord. No. 493-83, § 1, 4-20-83; Ord. No. 429-84, §§ 1, 2, 2-6-84; Ord. No. 429-85, §§ 2, 3, 2-20-85; Ord. No. 286-85, 12-16-85; Ord. No. 250-88, § 1, 2-17-88; Ord. No. 410-88, 5-23-88; Ord. No. 301A-89, 1-30-89; Ord. No. 81-89, 8-21-89; Ord. No. 124-89, § 1, 10-2-89; Ord. No. 276-90, 3-19-90; Ord. No. 376-90, § 2, 6-6-90; Ord. No. 377-90, 6-6-90; Ord. No. 58-91, 7-15-91; Ord. No. 244-93, § 2, 4-16-93; Ord. No. 251A-04/05, 5-16-05; Ord. No. 294-04/05, 6-20-05; Ord. No. 174-09/10, 3-15-10; Ord. 108-15/16, 11-16-2015; Ord. 165-15/16, 3-7-2016; Ord. No. 94-16/17, 12-5-2016)

***Editor's Note:** Pursuant to Order 174-09/10 passed on March 15, 2010 the amendments made to Section 2-17 are effective retroactively to May 19, 2008.

Editor's note--Ord. No. 377-90, adopted June 6, 1990, not specifically amendatory of § 2-17, has been treated as repealing former subsection (d)3 of this section which assigned the duties relative to emergency preparedness and civil defense to the director of parks and public works. Ord. No. 377-90, specifically § 2-404 of this chapter, provided that such duties be performed by the fire chief.

Sec. 2-18. Reserved.

Sec. 2-19. Reserved.

Sec. 2-20. Reserved.

DIVISION 2. PROHIBITION ON IMMIGRATION STATUS CHECKS

Sec. 2-21. Inquiries into immigration status.

(a) Unless otherwise required by law or by court order, no city police officer or employee shall inquire into the immigration status of any person, or engage in activities for the purpose of ascertaining the immigration status of any person.

(b) City police officers and employees are exempted from the limitations imposed by subsection (a) above with respect to a person whom the officer or employee has reasonable suspicion to believe:

1. has previously been deported from the United States;
and
2. is again present in the United States; and
3. is committing or has committed a felony (Class A, B
or C) criminal law violation.

(Ord. No. 265-02/03, 6-2-03)

Sec. 2-22. Detention for purposes of national security.

If an officer has reasonable suspicion to believe that a person poses a credible threat to national security, the officer shall detain the individual for identification purposes and inform the FBI of the threat, regardless of the immigration status of the suspect.

(Ord. No. 265-02/03, 6-2-03)

Sec. 2-23. City Manager reports to Council.

The City Manager shall report to the City Council annually as to the implementation and enforcement of this division, which report shall be put on a Council agenda as a communication.

(Ord. No. 265-02/03, 6-2-03)

Sec. 2-24. Required cooperation not prohibited.

Nothing in this amendment shall be construed to prohibit any city officer or employee from cooperating with federal immigration authorities as required by law.

(Ord. No. 265-02/03, 6-2-03)

Sec. 2-25. No liability.

Nothing in this chapter is intended, nor shall it be deemed, to create or form the basis for liability on the part of the city, or its officers, employees or agents. The exclusive remedy for violation of this division shall be through the City's disciplinary procedures for officers and employees.

(Ord. No. 265-02/03, 6-2-03)

Sec. 2-26. Reserved.

Sec. 2-27. Reserved.
Sec. 2-28. Reserved.
Sec. 2-29. Reserved.
Sec. 2-30. Reserved.

ARTICLE III. BOARDS, COMMISSIONS, COMMITTEES, ETC.*

*Cross reference(s)--Civil service commission, § 2-66 et seq.; planning board, § 14-16 et seq.; jurisdiction of board of appeals for zoning, § 14-471 et seq.; board of appeals, § 14-541 et seq.; historic preservation committee, § 14-603 et seq.; friends of the parks, § 18-10.

Sec. 2-31. Oath of office.

(a) All persons appointed by the City Council to membership on any board or commission of the City shall, prior to taking office as such member, be sworn to the faithful discharge of their duties by the City Clerk, Justice of the Peace, or Notary Public.

(b) The form of such oath shall be as follows:

I, _____, do solemnly swear that I will support the Constitution of the United States and of this State, so long as I shall continue a citizen thereof, and that I will faithfully discharge, to the best of my abilities, the duties incumbent upon me as a member of _____, according to said Constitutions and the laws of this State and ordinances of this City.

State of Maine
County of Cumberland, ss. _____

I, _____, certify that _____ personally appeared before me on this day and took the above oath.

City Clerk
Justice of the Peace
Notary Public

(Code 1968, §§ 204.1, 204.2; Ord. No. 478-73, 7-16-73)

Sec. 2-32. Limitation on term of service--Generally.

(a) No person shall be appointed to, nor serve, more than three (3) consecutive full terms or nine (9) consecutive-years, whichever is greater, on the same board or commission of the city.

(b) The foregoing limitation shall apply only to service as a regular voting member of the board or commission, and not to service as

an alternate nor as a nonvoting member.

(c) To the extent that this Code provides for a different limitation on the term of service for a specific board or commission, the limitation provided in this article shall apply.

(Ord. No. 301-91, 4-1-91; Ord. No. 118-08/09, 12-1-08)

Sec. 2-33. Applicability.

(a) The above limitation on terms shall apply to the following boards and commissions:

- (1) Board of appeals;
- (2) Board of assessment review;
- (3) Reserved;
- (4) Cable television committee (CATV);
- (5) Civil service commission employment subcommittee;
- (6) Civil service commission police citizen review subcommittee;
- (7) Community development block grant allocation committee;
- (8) Friends of the park;
- (9) Historic preservation committee;
- (10) Land bank commission;
- (11) Planning board; and
- (12) Portland public art committee;

(b) The above limitation on terms shall not be applied retroactively and shall apply to any person serving on one (1) of the above-named boards or commissions on the effective date of this section (5/1/91) beginning with the expiration of the term in which they are so serving. Notwithstanding the foregoing, the limitation on terms shall be applied to members serving on the boards and commissions identified in section 2-33, subsection (a), paragraphs 5,6,7 and 12, beginning with the expiration of the term of any sitting board or commission member following the passage of this amendment.

***Editor's Note**—In reference to Section 2-33(b) above, "passage of this amendment" refers to Council Order 118-08/09, passed on December 1, 2008.

(c) Nothing herein shall prevent consecutive appointment of any person to a different board or commission from that on which he or she

has served the maximum consecutive time.

(d) In the case of the board of harbor commissioners, such limitation shall apply only to the two (2) members appointed by the City Council.

(e) Any member on the above-named boards or commissions who completes the maximum years of service prior to the expiration of his or her term shall be allowed to complete that term of service and to continue to serve after expiration of that term until a successor is appointed and qualified, provided such service shall not continue in excess of one hundred twenty (120) days after expiration of the term. (Ord. No. 301-91, 4-1-91; Substitute Ord. No. 233-99, §2, 4-5-99; Ord. No. 118-08/09, 12-1-08; Ord. No. 219-17/18, 6-4-2018)

Sec. 2-34. Period of ineligibility.

Any person who completes the maximum terms or years of service on a board or commission shall be ineligible for reappointment to that board or commission for a period of three (3) consecutive calendar years from the date of completion of such maximum terms or years of service.

(Ord. No. 301-91, 4-1-91; Ord. No. 118-08/09, 12-1-08)

Sec. 2-35. Reserved.

Sec. 2-36. Reserved.

Sec. 2-37. Reserved.

Sec. 2-38. Reserved.

Sec. 2-39. Reserved.

Sec. 2-40. Tenure of Directors of the Board of the Greater Portland Transit District.

Each Director of the board of the Greater Portland Transit District representing the City of Portland on the effective date of this amendment, or thereafter, shall be appointed annually for a term of one (1) year and until his or her successor is appointed. Each Director so appointed shall serve at the pleasure of the City Council. (Ord. No. 659-86, § 1, 6-16-86)

ARTICLE III-A. PORTLAND LAND BANK COMMISSION; FUND

Sec. 2-41. Definitions.

As used in this article, unless the context indicates otherwise, the following terms have the following meanings:

Commission means the Portland **Land Bank** commission established pursuant to section 2-42.

Land Bank means property interests of the types provided in section 2-43(a) which are purchased, acquired or dedicated for the

conservation and open space purposes hereunder.

Land Bank fund means the fund established hereunder for the purchase of property interests for the conservation and open space purposes hereunder or for making grants or loans for such purposes.

Property interest means any fee simple interest in real property and any lesser interest therein, including without limitation, conservation restrictions and easements.
(Substitute Ord. No. 233, § 1, 4-5-99)

Sec. 2-42. Commission Established.

(a) *Findings.* The City Council hereby finds that:

1. There is a need to balance development within the municipality with conservation of open space important for wildlife, ecological, environmental, scenic or outdoor recreational values;
2. there are insufficient financial resources currently in place to plan for, and acquire significant open space lands or easements which are or may become available within the municipality or in adjoining buffer areas; and
3. there is a need to supplement the city's open space conservation efforts, without duplicating the efforts of other public and private groups including the Portland Planning Board, Portland Trails and the Portland Parks Commission.

Therefore, in order to ensure the conservation and preservation of limited open space with important wildlife, ecological, environmental, scenic or outdoor recreational values, there is hereby established a Portland Land Bank Commission, Portland Land Bank and a Portland Land Bank Fund.

(b) *Purposes.* It shall be the purpose of the commission to:

1. work for the acquisition and conservation of open space within the City, as defined in §2-43(a) below;
2. cooperate with other agencies and parties on wetlands mitigation projects;
3. recommend on a priority basis the acquisition of various interests in real estate in order to effectuate the goals of this article;
4. accept gifts and funds from both private and public sources and to disburse such funds in accordance with the commission's approved budget for the purposes hereunder;

5. act as a liaison to other public and private nonprofit agencies involved in planning, acquisition, disposition, and management of conservation and open space land within the municipality; and
6. recommend an annual budget to the City Manager and City Council to carry out its purposes.

(c) *Appointment of commission.* The Portland Land Bank Commission shall consist of and be administered by nine (9) persons appointed by the City Council for staggered three-year terms. Except as provided below for non-voting members, the members must be legal residents of the municipality and shall serve without compensation. One member of the commission shall be appointed from the City Council. Neither a municipal employee nor member of the Planning Board or Board of Appeals may be a member of the commission. To the extent feasible, representation on the board shall be diversified, including without limitation, members representing environmental or conservation interests, the Parks Commission, economic development, business and financial interests, and the public generally. There shall be a resident from each of the City Council districts on the commission.

(d) *Non-voting members.* In addition to the nine voting members, the Board of Directors of Portland Trails and of Maine Audubon Society shall each appoint one person from each of their memberships to serve as non-voting members of the commission for three (3) year terms. The only eligibility requirement for appointment to the non-voting positions shall be membership in the respective group which they represent. Such non-voting members shall serve at the pleasure of their appointing Board of Directors.

(e) *Vacancies.* In the event of a permanent vacancy in the voting members, the City Council shall, within 120 days of its occurrence, appoint a person to serve for the unexpired term.

(f) *Removal.* Voting members of the commission may be removed by the City Council for cause, after notice and hearing. Without limiting the foregoing, excessive absences from regularly scheduled meetings shall be considered cause for removal.

(g) *Organization of commission.* The commission shall annually elect a chair, a secretary and a treasurer from among its voting members and shall adopt reasonable rules for the conduct of its meetings, which rules shall include provisions for public comment substantially the same as those provided by City Council rules for standing council committees. The decisions of the commission shall be by majority vote of those present and voting and no business may be transacted without a majority of the voting members present; provided, however, five (5) votes shall always be required to authorize a grant or loan for acquisition of, or to recommend to the council the

disposition of, any property interest acquired or disposed of hereunder. The Commission shall keep accurate records of its meetings and actions and shall file an annual report with the City Manager.

(h) *Powers and duties of commission.* The Commission:

1. Shall file annually with the City Council a registry of all open space of the types in section 2-43(a), publicly or privately owned, located within the city or abutting the City as potential buffer areas, for the purpose of providing information pertinent to property utilization, protection, development or use of such open space. The registry must show all property interests then currently held by the city, including a description of the use of those interests and all acquisitions, improvements or dispositions of all property interests held by the city at any time during the year preceding each filing. The commission shall determine and list in the registry the open space lands which meet the criteria in section 2-43(a) and which have significant value for preservation through the land bank, and those which are of lesser or no value for preservation and those which are more appropriate for other uses. The foregoing determinations shall include a prioritized list of any recommended acquisitions for the Land Bank, as well as the commission's rationale for its determinations. The commission shall actively seek comments on the proposed registry from the Planning Board, Friends of the Parks, city departments, and the general public at a public hearing prior to adopting the registry or revision to the registry and forwarding it to the council for review. Said registry or revision thereto shall be subject to the approval of the City Council;
2. May solicit and recommend to the City Council the acceptance of gifts of any real property interests or of funds to further the conservation and open space goals of this article;
3. May recommend to the City Council the disposition of all or any portion of the property interests listed in the registry and held by the city; shall review any request to use, improve or permanently dispose of a property interest prior to review by a council committee or the city council; and may review any proposed disposition of city tax-acquired property interests and make its own recommendations thereon to the City's tax acquired property committee, council committees and/or the City Council;
4. May obtain such professional services as are necessary in order to perform its duties, including development and updating of the Commission's registry, provided, however, to the extent possible, City staff shall assist the Commission;

5. May act as a liaison for the activities of public and private conservation bodies organized for similar purposes;
6. May make recommendations to, and participate with, the city and other agencies and parties in regard to wetlands mitigation plans and projects;
7. May apply for federal, state and local funds for which it may be eligible, subject to the approval of the City Council;
8. May advertise, prepare, print and distribute books, maps, charts, plans and pamphlets which in its judgment it deems necessary; and
9. Shall submit to the City Manager annually an operating and capital budget for all expenses and projects of the Commission, which shall include a separate budget for expenditures from the Land Bank fund, which expenditures will be limited to the purposes for which this fund is dedicated. Commission expenditures shall not exceed its annual operating and capital budget, unless otherwise amended by the City Council.

(Substitute Ord. No. 233-99, §1, 4-5-99; Ord. No. 204-13/14, 4/28/2014; By Referendum, 6-10-14)

Sec. 2-43. Establishment of Land Bank.

(a) *Acquisition of property interests.* Property interests acquired and held for the purposes hereunder shall be considered as the land bank and may consist of any of the following types of land and interests in land:

1. Ocean, harbor, river, stream, or pond frontage and adjoining back lands;
2. Fresh or saltwater marshes, estuaries, flood plains and adjoining uplands;
3. Islands;
4. Land for future passive public outdoor recreational use, including hiking trails, bicycle paths, green belts and high elevations with a view;
5. Aquifers, aquifer recharge areas and other ecologically fragile or significant property;
6. Properties with unique historical or geological characteristics or otherwise important to the community's cultural welfare;
7. Woods or forest land;

8. Farmland or wildlife habitat;
9. Open spaces which help to shape the settlement pattern of the community by promoting the neighborhood concept and discouraging sprawl;
10. Vacant parcels of land, vacant buildings and properties or buildings and properties in significant disrepair which may be reclaimed for the purpose of establishing natural areas for conservation and open space land;
11. Conservation or trail easements and other similar interests in land; or
12. "Urban open public spaces" such as parks, plazas and squares where people have the opportunity to recreate and hold events.

Said Land Bank property interests may be held in the name of the city or in the name of a private nonprofit organization when acquired from the City or with the assistance of a grant or loan from the land bank fund. All acquisitions of property interests under this article shall be subject to the approval of the City Council, unless previously approved through adoption of the Commission's annual budget.

(b) *Maintenance of land.* The Commission and the City government shall retain any Land Bank property interest acquired pursuant to this article and maintained in the Land Bank predominantly in its natural, scenic or open condition, except as otherwise provided in this article. Except upon the approval, in accordance with section 2-43(c), of the commission, the City Council, and, where applicable, the voters in a municipal election, or where required by state or federal law, and where appropriate, subject to the Constitution of Maine or state law, the commission or the City government shall not allow:

1. Construction or placing of buildings; roads, other than paths for recreational use; signs; billboards; other advertising, utilities or other structures on or above the surface, except in furtherance of the conservation, open space, and recreation purposes of this article. Notwithstanding the foregoing, this provision shall not prohibit any of the following within any predominantly improved or non-forested areas of a Land Bank property interest: recreational structures, outdoor restaurant seating, outdoor markets, outdoor performance spaces, signs, and other advertising. Furthermore, predominantly unimproved or forested Land Bank property interests, or portions thereof, shall remain in their existing unimproved and forested condition. For the purposes of this subsection, a golf course shall be deemed a predominantly improved and non-forested area;

2. Dumping or placing of trash, waste or unsightly or offensive material;
3. Removal or destruction of trees, shrubs or other vegetation, except where necessary for management purposes and to enhance natural systems or open-space uses;
4. Excavation, dredging or removal of loam, peat, gravel, soil, rock or other mineral substance in such manner as to affect the surface, except limited grading to enhance the open-space uses of the land;
5. Surface use except for purposes permitting the land or water area to remain predominantly in its natural, scenic or open condition; or to permit the land to continue to support the cultural or recreational values for which it was acquired;
6. Activities detrimental to drainage, flood control, water conservation, erosion control or soil conservation, except as may be necessary or convenient in urban open public spaces described in section 2-43(a)(12); or
7. Other acts or uses detrimental to the cultural, natural, scenic or open condition of the land or water areas.

(c) *Disposition of property interests.*

- (1) Except as set forth in section 2-43(c)(2), any request to sell or otherwise dispose of, or the City's lease, use or improvement in a manner otherwise prohibited by this article, of any property interest in the Land Bank, or the removal of any property interest from Land Bank designation or dedication, shall become effective only after review and recommendation thereon by the commission, and either (i) the approval of seven (7) members of the City Council and the approval of the majority of votes cast in a municipal election through the process set forth for an ordinance initiated by the City Council in section 9-45; or (ii) the approval of eight (8) members of the City Council; provided, however, such use, improvement or disposition must be legally consistent with the terms of any gift or grant of funds or property which was used for the acquisition of that property interest. Nothing herein is intended, nor shall it be deemed, to prevent or prohibit the sale or development of all or a portion of any property interest purchased with land bank funds to the extent legally consistent with the terms of its acquisition and approved by seven (7) members of the City Council; provided, however, that the fund shall be reimbursed all of its costs and expenses for such purchase from such sale or development, including without limitation the purchase price, or pro rata share thereof, of the property interest. Further provided, however, that no voter approval

in a municipal election shall be required in the event of a sale or disposition to a nonprofit corporation having a primary purpose of land conservation, or for a transaction in which there is no net loss of land to the entire contiguous area of the Land Bank Property interest.

- (2) Notwithstanding the requirements set forth in section 2-43(c)(1), for any request to lease, use or improve a Land Bank property interest, in a manner otherwise prohibited by this article, which, in isolation or when aggregated with other such actions within the previous five (5) years, comprises less than five thousand (5,000) square feet or less than ten percent (10%) of the total area of the Land Bank property interest, whichever is smaller, shall become effective only after review and recommendation thereon by the commission and the approval of six (6) members of the City Council, and shall not require voter approval in a municipal election. For the purpose of this subsection, the total area of the property interest shall be the entire contiguous area of that Land Bank Property interest, as measured by the City's tax assessor office.

(Substitute Ord. No. 233-99, §1, 4-5-99; Ord. No. 204-13/14, 4/28/2014; By Referendum, 6-10-14)

Sec. 2-44. Specific Properties Dedicated as Land Bank Property Interests.

In addition to those properties currently designated or dedicated as Land Bank property interests, the following properties are hereby dedicated as Land Bank property interests:

- (a) Back Cove Park and Trail (429 K001, 166 X001, 165 X001, 158 X001, 157 X001, 139 X001, 128 X001, 440 A001, 442 B001, 442 X001, 441 X001, 009 X001, 008 X001, 440 X001)
- (b) Barrow's Park/Baxter Sundial (128 F001)
- (c) Bayside Park (026 H001, 026 H002, 026 H008)
- (d) Baxter Pines (133 A001-A017, 133 B001-B013, 133 B016-B020)
- (e) Baxter Woods (137 E012, 136 D004, 135 A005)
- (f) Bell Buoy Park (444 A001) (including only the existing brick and grass area around bell buoy) (urban open public space)
- (g) Belmeade Park (111 A001)
- (h) Capisic Pond Park (224A X001, 224A E016, 224 X001, 192 C001 192 H018, 192 H019, 192 H020, 192 H029, 223 A002, 223 A003)

- (i) Clark Street Park (057 K010)
- (j) Congress Square Park (037 E001) (urban open public space)
- (k) Deering Oaks Park (050 A001, 049 B001, 035 I001, 035 G001, 035 F001)
- (l) Dougherty Field (080 L001, 079 B001, 066 A002)
- (m) Eastern Promenade Park, East End Beach, Fort Allen Park (008 A003, 008 A007, 010 B006, 015 G001, 006 A001, 006 A002, 006 A006, 006 B003, 005 E004, 005 E001, 005 E002, 006 B001, 005 E008, 004 C002, 004 C001, 004 A001, 001 A001, 001 A003, 001 C007, 001 C006, 001 C005, 001 C004, 001 C001, 002 A014)
- (n) Fessenden Park (081 C006)
- (o) Fort Gorges (110 A010)
- (p) Fort Sumner Park (012 Q015, 013 K015)
- (q) Fox Field/Kennedy Park (023 B001)
- (r) Harbor View Park and Tate-Tyng Park (043 A001, 043 A002, 043 A003, 043 A004, 043 A005, 043 A006, 043 A007, 043 A008, 043 A009, 043 A010, 043 A011, 043 A013, 044 D001)
- (s) Heseltine Park (129 C001)
- (t) Lincoln Park (028 B001) (urban open public space)
- (u) Lobsterman Park (032 X002 - only including land south of the entrance to parking garage) (urban open public space)
- (v) Longfellow Square (no separate tax parcel) (only including statue and circular grassy area immediately surrounding statue) (urban open public space)
- (w) Monument Square (027 G001) (urban open public space)
- (x) Munjoy South Playground (017 G008)
- (y) Payson Park (159 G001, 163 L006, 164 A001, 165 A001, 166 A001, 166 A009, 167 B009, 167 B010)
- (z) Peppermint Park (021 F002)
- (aa) Pleasant Street Park (039 F025)
- (bb) Post Office Park (032 D005) (urban open public space)
- (cc) Riverside Golf Course (but excluding land on or within three hundred (300) feet of the parking lots and land on and within

three hundred (300) feet of the existing clubhouse (building 1158) and three other buildings (buildings 1140, 1200, and 1260) and excluding any land on or within three hundred (300) feet of the Riverside Recycling Facility)(361 A002, 360 A001, 362 A001, 363 A001, 359 A001, 358, A001, 364 A001, 357 A001, 365 A001, 366 A001, 367 A001)

(dd) Riverton Park (325 C008, 361 A001)

(ee) Stroudwater Park (213 E003, 213 E004)

(ff) Taylor Street Park (057 A006, 057 A009, 057 A010, 057 A018)

(gg) Tommy's Park (032 H009) (urban open public space)

(hh) University Park (436 B001, 438 B001)

(ii) Western Promenade Park (064 E024, 068 E001, 070 C001, 071 A011, 071 A002, 071 A007) and

(jj) North Deering Park (371 A047, 371 A048, 371 A004, 371 A020, 371 A021)

Dedication of the above-listed properties as Land Bank property interests shall not affect any rights and interests of record held by third parties existing on the effective date of this ordinance. The above-listed properties may be removed from such dedication by the same process set forth in section 2-43(c).

(By Referendum, 6-10-14; Ord. No. 28-22/23, 11-14-2022)

Sec. 2-45. Land Bank Fund.

(a) *Establishment of fund.* The City shall establish a municipal land bank fund to be set up as a separate account within the city to be used to carry out the purposes of this article pursuant to the commission's approved annual budget. Deposits into the fund shall include:

1. Funds appropriated to be deposited into the fund by vote of the City Council;
2. Voluntary contributions of money or other liquid assets to the fund;
3. Any federal, state or private grant or loan funds provided to the land bank fund;
4. Interest from fund deposits and investments;
5. Repayments of loans authorized by the commission and reimbursement upon the sale of property interests from the land bank or acquired with land bank funds; and

6. An annual appropriation of .5% of the total annual capital improvement program.
7. The City Council must approve any expenditure from this fund for the acquisition of property, including but not limited to the cost of options to purchase.

(b) *Authority to grant or loan funds.* In addition to any other authority granted hereunder and subject to its annual budget, the Commission shall have the authority to make grants and loans to private nonprofit groups for the purpose of acquiring property interests in accordance with the purposes of this article. Such grants or loans shall be on such terms as provided by rules of the commission.

(c) *Land bank property management.* The Commission may expend land bank funds for administration, maintenance, management and limited capital improvement of land bank property, provided, however, such expenditures shall not exceed 10% of the commission's budget without a 2/3 vote of the commission and approval by the City Council.

(d) *Payments; records.* All expenses lawfully incurred carrying out this article must be evidenced by proper vouchers and shall be paid by the City only upon submission of records duly approved by the commission and in a form satisfactory to the City's Finance Director. The City shall prudently invest available assets of the fund and all income from any investment or repayment of any loans shall accrue to the fund. Records of all meetings and transactions under this article shall be kept in accordance with City policies and procedures. (Substitute Ord. No. 233-99, §1, 4-5-99; Ord. No. 19 03/04, 7-21-03)

ARTICLE IV. CIVIL SERVICE*

*Charter reference(s)--Mandate for civil service, Art. VI, § 3.

*Cross reference(s)--Commissions generally, § 2-31 et seq.

*Cross reference(s)--32 M.R.S.A. § 7166 (Limitation on use of polygraph in employment)

*Editor's Note--The Civil Service Ordinance was substantially reorganized and revised by Council Order No. 89-02/03, 11-4-02.

DIVISION 1. GENERALLY

Sec. 2-46. Definitions.

The following words and phrases, when used in this article, shall having the meanings respectively ascribed to them unless the context otherwise indicates:

Cause. In the case of a member, "cause" shall mean just cause and shall include any act or omission which constitutes legal cause and includes, but is not limited to: violation of any departmental rule or rules; incompetent or inefficient performance of duty; or inattention to or dereliction of duties; insubordination; discourteous treatment of the public or a fellow employee; violation of any provision of this article or the rules adopted thereunder, whether such violation may result in a forfeiture of office hereunder, or not; job suitability or physical unfitness to perform the normal duties of the position which the member holds; the use of intoxicating liquors, narcotics, or any other drug, liquid, or preparation on duty, or to such an extent that such use interferes with the efficiency or job suitability or physical fitness of the member, or prevents the member from properly performing the normal functions and duties of his or her position; misconduct; the commission of any disqualifying criminal offense; failure to report to the appropriate superior; errors, incompetence, misconduct, inefficiency, neglect of duty, or any other form of misconduct or negligence of which the member has knowledge; and any other acts or omissions which would tend to directly discredit or injure the public service or would jeopardize the effective functioning of the department. In the case of a civil service commissioner or alternate, "cause" shall include any act or omission which constitutes legal cause, and includes but is not limited to: incompetent or inefficient performance of duty; unexcused absences from commission meetings; violation of any provision of this article or the rules adopted thereunder, whether such violation may result in a forfeiture of office hereunder, or not; the commission or conviction for any disqualifying criminal offense, or any action by the Civil Service Commissioner or alternate intended to affect or influence, or which could reasonably be expected to affect or influence any decision of the City Manager, the Chief of either department, or the City Council with respect to the department, or of any member of the department with respect to the performance of his or her duty.

Charge means a written statement to the member describing the act or omission constituting cause for action taken or proposed to be taken.

Civil service commission means collectively the two independent subcommittees constituting the commission, i.e. the employment subcommittee and the police citizen review subcommittee.

Demotion means any reduction in rank within the department but shall not include any economic layoff.

Director of human resources shall mean the person designated by the City Manager to act as Director of Personnel for the City and his or her designees (also referred to herein as the "Director").

Member means any firefighter, fire officer, police officer, or superior officer appointed hereunder to any rank within the fire or

police departments, except the chiefs thereof.

Promotion means any advancement in rank within the department, other than the rank of chief.

Rank means the position classification of any member to which he or she has been appointed hereunder within the fire department or police department but shall not include any contractual or other pay differentials between functions or grades within each rank.

Relative means grandfather, grandmother, father, mother, son, daughter, grandson, granddaughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, domestic partner, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-father, step-mother, step-son, step-daughter, step-brother, step-sister, half-brother, or half-sister, whether by half-blood or full blood, and whether by consanguinity or affinity.

(Code 1968, § 201.1; Ord. No. 89-80, 7-7-80; Ord. No. 433-82, § 1, 3-15-82; Ord. No. 299-86, 1-22-86; Ord. No. 288-90, 4-2-90; Ord. No. 117-95, 11-20-95; Ord. No. 184-97, 1-22-97; Substitute Ord. No. 83-01/02, § 4, 11-5-01; Ord. No. 143-17/18, 2-5-2018)

DIVISION 2. CIVIL SERVICE COMMISSION*

Sec. 2-47. Created.

There is hereby created a civil service commission, also referred to in this article as the commission. The commission shall consist of two separate and independent subcommittees as follows: the civil service employment subcommittee and the civil service police citizen review subcommittee. Commissioners shall be appointed to, and serve on, one of the two subcommittees only.

(Code 1968, § 201.3; Ord. No. 89-80, 7-7-80; Ord. No. 299-86, 1-22-86; Ord. No. 288-90, 4-2-90; Ord. No. 117-95, 11-20-95; Ord. No. 184-97, 1-22-97; Substitute Ord. No. 83-01/02, § 3, 11-5-01)

Sec. 2-48. Composition.

(a) The Civil Service Employment Subcommittee of the Civil Service Commission shall consist of three (3) commissioners and one (1) alternate who shall serve in the absence of any commissioner.

(b) The police citizen review subcommittee shall consist of seven (7) commissioners who shall serve in the absence of any commissioner. (Code 1968, § 201.3; Ord. No. 89-80 7-7-80; Ord. No. 299-86, 1-22-86; Ord. No. 117-95, 11-20-95; Ord. No. 184-97, 1-22-97; Substitute Ord. No. 83-01/02, § 3, 11-5-01; Ord. No. 143-17/18, 2-5-2018)

Sec. 2-49. Qualifications.

(a) *Qualifications of commissioners.* Every civil service commissioner and alternate shall be a resident of the City of Portland.

In addition, the following persons shall not be eligible for appointment to, or service on the Commission:

- (1) Any present or former employee of the city, who was employed by the city within the previous ten (10) years;
 - (2) Any present or former member of the City Council, who has held that position in the previous ten (10) years; or
 - (3) Any civil service commissioner who has completed three (3) consecutive full terms of three (3) years as provided in Chapter 2, Article III.
- (b) Additional subcommittee eligibility requirements:
- (1) *Employment subcommittee.* The following persons shall not be eligible to serve on the employment subcommittee:

any relative of a present member of the police or fire departments.

- (2) *Police Citizen Review Subcommittee.* In order to ensure an objective and unbiased audit of the police department's internal affairs investigation process, any applicant for service on the citizen review subcommittee shall be disqualified from serving on said subcommittee if:
 - a. any member of the applicant's immediate family is or has been a Portland police officer in the previous ten (10) years;
 - b. the applicant or any member of his or her immediate family has been arrested by any member of the Portland police department within the previous ten (10) years, or has had the final disposition of any criminal proceedings resulting from such an arrest within the previous ten (10) years, whichever is longer;
 - c. his or her immediate family has filed a complaint with the internal affairs unit of the Portland police department within the previous ten (10) years;
 - d. the applicant or any member of his or her immediate family has brought suit against the City of Portland, the Chief of Police, the police department or any individual police officer for a cause of action arising out of an officer's performance of his or her duties; within the last ten (10) years, or has had such a suit finally disposed of within the previous ten years, whichever is longer; and
 - e. "Immediate family" as used herein shall mean and include

spouse, domestic partner, children, grandchildren, parents, grandparents, and siblings.

(c) Failure to disclose any grounds for disqualification or falsification of any information in the application process shall disqualify the person from service on the commission and shall constitute "cause" within the meaning of section 2-46.

(d) Any civil service commissioner or alternate who becomes ineligible to serve during his or her term shall resign, and failure to do so shall be "cause" within the meaning of section 2-46. A commissioner or alternate on the employment subcommittee who is a relative of any candidate for appointment under this article shall inform the secretary in writing of such relationship and shall not attend any meeting of the subcommittee dealing with such candidacy, nor participate in nor attempt to influence any action by the commission with respect to the position for which such relative has applied.

(e) Reasonable efforts shall be made to ensure that the appointments to the civil service commission are diverse and representative of the community.

(Code 1968, § 201.4; Ord. No. 89-80, 7-7-80; Ord. No. 299.86, 1-22-86; Ord. No. 370-91, § 1, 6-5-91; Ord. No. 117-95, 11-20-95; Ord. No. 184-97, 1-22-97; Substitute Ord. No. 83-01/02, § 3, 11-5-01; Ord. No. 118-08/09, 12-1-08; Ord. No. 143-17/18, 2-5-2018)

Sec. 2-50. Appointment.

Civil service commissioners and the alternates shall be appointed by the City Council. Such power of appointment shall be exercised only after the City Clerk has published a notice announcing such position or positions, describing the responsibilities thereof, and soliciting applications by qualified persons in a newspaper of general circulation within the city not less than fifteen (15) calendar days in advance of action by such council. Applications may be solicited whether or not there is a vacancy, and such applicants may be considered for any vacancy which occurs within one hundred eighty (180) days of the closing date for such applications. Such applicants may also be considered for appointment as a commissioner pro tem pursuant to section 2-55 below. Nothing herein shall limit the city's authority to solicit applications whenever the City Manager deems that it is necessary.

(Code 1968, § 201.4; Ord. No. 89-80, 7-7-80; Ord. No. 299-86, 1-22-86; Ord. No. 138-92, § 3, 10-19-92; Ord. No. 117-95, 11-20-95; Ord. No. 184-97, 1-22-97)

Sec. 2-51. Terms.

(a) *Term.* Each civil service commissioner or alternate shall be appointed to a three-year term, unless appointed to fill a vacancy. Police citizen review subcommittee commissioners first appointed hereunder shall be appointed for one-, two- and three-year terms so that only two (2) are initially selected each year other than by reason of resignation, removal or death. A commissioner or alternate shall

serve until his or her successor is appointed and qualified, but in no case longer than one hundred twenty (120) days from the expiration of his or her term.

(b) *Limitation on service.* The term limitations of Chapter 2, Article Iii shall apply to service on each of the subcommittees of the civil service commission.

(c) *Applicability.* The limitation on terms provided by this amendment shall apply to any person serving on the civil service commission as of the effective date of this amendment (7/5/1991) and to any person appointed after said effective date.

(Code 1968, § 201.3; Ord. No. 89-80, 7-7-80; Ord. No. 275-83, 11-7-83; Ord. No. 299-86, 1-22-86; Ord. No. 370-91, § 2, 6-5-91; Ord. No. 117-95, 11-20-95; Ord. No. 184-97, 1-22-97; Substitute Ord. No. 83-01/02, § 3, 11-5-01; Ord. No. 118-08/09, 12-1-08)

Sec. 2-52. Compensation.

Civil service commissioners shall serve without compensation, except that reasonable expenses incurred by any commissioner or alternate incidental to his or her duties under this article may be reimbursed.

(Code 1968, § 201.4; Ord. No. 89-80, 7-7-80; Ord. No. 299-86, 1-22-86; Ord. No. 117-95, 11-20-95; Ord. No. 184-97, 1-22-97)

Sec. 2-53. Removal.

Any civil service commissioner or alternate may be removed from office by the City Council for cause, after notice and the opportunity to be heard.

(Code 1968, § 201.4; Ord. No. 89-80, 7-7-80; Ord. No. 299-86, 1-22-86; Ord. No. 117-95, 11-20-95; Ord. No. 184-97, 1-22-97; Substitute Ord. No. 83-01/02, § 3, 11-5-01)

Sec. 2-54. Officers.

Each subcommittee of the civil service commission shall annually elect one (1) of its members as the chair. Each subcommittee may, at its option, also elect one (1) of its members as the vice chair, to serve in the absence of the chair. The Director of Human Resources or his or her designee shall serve as secretary to the employment subcommittee and shall furnish any necessary administrative assistance.

The corporation counsel or his or her designee shall serve as secretary to the police citizen review subcommittee and shall furnish any necessary administrative assistance to that subcommittee.

(Code 1968, § 201.3; Ord. No. 89-80, 7-7-80; Ord. No. 299-86, 1-22-86; Ord. No. 288-90, 4-2-90; Ord. No. 117-95, 11-20-95; Ord. No. 184-97, 1-22-97; Substitute Ord. No. 83-01/02, § 3, 11-5-01; Ord. No. 143-17/18, 2-5-2018)

Sec. 2-55. Commissioners pro tem.

In the case of temporary absence from the city, temporary disability of the civil service commission members and alternate, or

other circumstances, so that a quorum of a subcommittee cannot be constituted without such action, the City Council may appoint such commissioners pro tem as may be necessary to constitute a quorum. Commissioners pro tem shall be subject to the eligibility requirements of this division. A commissioner pro tem shall possess the powers and discharge the duties of a regular commissioner during the absence or disability for which he or she has been appointed; provided, however, that a commissioner pro tem shall have no authority with respect to rule-making by the commission and shall not participate in any action or decision where a quorum is otherwise present.

(Code 1968, § 201.4; Ord. No. 89-80, 7-7-80; Ord. No. 299-86, 1-22-86; Ord. No. 117-95, 11-20-95; Ord. No. 184-97, 1-22-97)

Sec. 2-56. Meetings.

(a) *Calling of meetings.* Meetings or hearings of either subcommittee of the Civil Service Commission may be called at any time by its Chair, or in the absence from the city or disability of the Chair, by any member of the Subcommittee. The Chair of a Subcommittee shall call a meeting upon request from any Subcommittee Commissioner.

(b) *Quorum.* A quorum of the Employment Subcommittee of the Civil Service Commission shall be two (2). The Subcommittee Alternate may attend any hearing or meeting, but shall participate as a Commissioner only during the absence or disability of any Commissioner or whenever a vacancy on the Subcommittee exists.

A quorum of the Police Citizen Review Subcommittee shall be four (4). Notwithstanding the foregoing, the quorum shall be reduced to three (3) during any period when there is a vacancy on the Subcommittee, including a vacancy in the position of alternate.

(Code 1968, § 201.5; Ord. No. 89-80, 7-7-80; Ord. No. 299-86, 1-22-86; Ord. No. 117-95, 11-20-95; Ord. No. 184-97, 1-22-97; Substitute Ord. No. 83-01/02, § 3, 11-5-01; Ord. No. 247-03/04, 6-21-04)

Sec. 2-57. Prohibited practices.

(a) *Forfeiture of office.* A determination by a court of competent jurisdiction of a practice, or facts necessarily constituting a practice prohibited by this section by any civil service commissioner, alternate, member of a department, or any other person shall result in the forfeiture of any office held by such person and shall be a permanent disqualification for any office existing under or governed by this article.

(b) *Nondiscrimination.* No discrimination shall be exercised, promised, or threatened by any person, in connection with any action taken or to be taken under this article, in favor or against any applicant or member of a department because of his or her religious beliefs, ancestry, national origin or veteran's status; race, sex, sexual orientation, or color; because of age or physical or mental disability, except where such requirements constitute a bona fide

occupational qualification or failure to meet the requirements poses a safety hazard or cannot be reasonably accommodated; because the applicant or member of the department, or member of his or her family, has or has declined to contribute to any political fund or to render political service; or because of any lawful union activity or membership. No person shall seek or attempt to use, nor shall the civil service commission give consideration to, any political endorsement, or any other factor prohibited by the preceding sentence. To the extent consistent with law and with this article, it is the policy of the city to encourage diversity in its work force and to use affirmative action in its recruitment of applicants for positions hereunder.

(c) *Falsification.* No person shall make any false statement, certificate, mark, rating or report with respect to any test, certification or appointment made under any provisions of this article, or in any manner commit or attempt to commit any fraud preventing the impartial execution of this article and the rules and the regulations adopted hereunder, or to cheat, or attempt to cheat, or abet cheating on any examination.

(d) *Bribery.* No person shall directly or indirectly give, render, pay, offer, solicit, or accept any money, service, or other valuable consideration for or on account of any appointment, proposed appointment, promotion, or proposed promotion to, or any advantage in a position, or in an examination for a position, in the departments. (Code 1968, § 201.7; Ord. No. 89-80, 7-7-80; Ord. No. 299-86, 1-22-86; Ord. No. 288-90, 4-2-90; Ord. No. 239-91, § 1, 2-20-91; Ord. No. 117-95, 11-20-95; Ord. No. 184-97, 1-22-97)

Cross reference(s)--Definitions and rules of construction generally, § 1-2.

DIVISION 3. EMPLOYMENT SUBCOMMITTEE

Sec. 2-58. Applicability; duties.

(a) *In general.* This division shall govern the appointment, reinstatement, promotion, demotion, layoff, suspension, resignation, or removal of members of the fire and police departments of the city, other than the chiefs thereof, except to the extent that the Maine Public Employees Labor Relations Law and any collective bargaining agreement made in accordance therewith provides to the contrary.

(b) *Duties.* In addition to carrying out the duties described elsewhere in this article, it shall be the duty of the employment subcommittee:

- (1) To establish a system of personnel administration for members of the departments based on competition, merit principles, and scientific methods, and to prevent unlawful discrimination based upon race or color, religion, age, sex (including pregnancy), sexual orientation, gender identity or expression, ancestry or national origin, physical or mental

disability, veteran status, genetic information, previous assertion of a claim or right under Maine's Workers' Compensation Act, previous actions taken protected under Maine's Whistleblowers' Protection Act, or any other protected group status as defined by applicable law, or political affiliation;

- (2) To oversee the process of creating lists of names of persons eligible for specific appointments; and
- (3) To make suitable rules, from time to time, which rules shall not be inconsistent with this article, applicable statutes, or regulations. Proposed rules shall be submitted to the City Manager and shall become effective when approved by the City Manager. All such rules shall be recorded in the office of the City Clerk.

(Code 1968, § 201.2; Ord. No. 89-80, 7-7-80; Ord. No. 299-86, § 1-22-86; Ord. No. 117-95, 11-20-95; Ord. No. 184-97, 1-22-97; Ord. No. 174-05/06, 3-6-06; Ord. No. 143-17/18, 2-5-2018)

Sec. 2-59. Reserved.

Sec. 2-59.1. Minimum qualifications for original appointment to the fire department.

(a) *Standards required.* Each candidate for original appointment to the fire department must meet the minimum requirements set forth in this subsection. The deadline by which these requirements must be met, the method of proving such requirements have been satisfactorily met, and any additional requirements shall be established by rule of the employment subcommittee:

- (1) *Age.* Have reached the age of twenty-one (21), or have reached the age of twenty (20) with two years of post-high school education.
- (2) *Good character.* Be of good character; which includes a personal history of honesty, fairness, and respect for the rights of others and for state and federal law. No person shall be appointed who has a history which includes a disqualifying criminal offense or conviction.
- (3) *Education and experience.* Have a high school diploma or general equivalency diploma (GED);
- (4) *Licensing.* Possess a valid State of Maine Emergency Medical Technician license of EMT-B or higher;
- (5) *Motor vehicle driver's license.* Possess a valid motor vehicle driver's license for the three (3) years immediately preceding the date of application. If such license is from a state other than the State of Maine, the candidate must be qualified to receive a State of Maine driver's license; and

- (6) *Citizenship or immigration status.* Be a citizen of the United States or eligible to work in the United States.

(b) *Automatic disqualifiers.* An applicant for original appointment will be automatically disqualified from the hiring process for any of the following characteristics, and as further established by rule of the employment subcommittee:

- (1) *Disqualified Individuals.* Disqualification from participating in federal funded health care programs under the Social Security Act.
- (2) *Criminal Convictions/Conduct.* Disqualifying criminal conviction;
- (3) *Protection Orders.* An active Protection from Abuse or Protection from Harassment Order (temporary or permanent) served on the applicant;
- (4) *Military Service.* Dishonorable discharge from the military or a bad conduct discharge from the military;
- (5) *Tattoos or Body Art.* Tattoos, branding, body art or body markings that (a) indicate a criminal gang affiliation, (b) depict sexually explicit art or nudity, (c) are associated with hate groups or supremacist groups such as swastikas, pentagrams, or (d) otherwise violate the rules promulgated by the Fire Chief.

(Ord. No. 143-17/18, 2-5-2018)

Sec. 2-59.2. Hiring process for original appointment to the fire department.

(a) *Fire department hiring process.* All applicants for original appointment to the fire department shall satisfactorily complete the minimum requirements in this section. The employment subcommittee may, by rule, establish processes and procedures to implement these requirements, may set minimum passing scores, and may impose additional requirements for original appointment.

- (1) *Job-related aptitude capacity test.* All applicants for original appointment must pass a job-related aptitude capacity test.
- (2) *Physical fitness test.* All applicants for original appointment must pass a physical fitness test.
- (3) *Oral interview.* All applicants for original appointment must satisfactorily complete an oral interview. The oral interview panel shall consist of one member of the employment subcommittee and designees of the fire chief. No member of

the panel may be a candidate for the position nor a relative of a candidate.

(b) *Conditional offer of employment.* Upon successful completion of the job-related aptitude capacity test, the physical fitness assessment and the oral interview, the fire chief may evaluate the candidates and make a conditional offer of employment to qualified applicants, at his or her discretion. The conditional employee must successfully complete the following requirements. Failure to do so will result in revocation of the conditional offer of employment.

- (1) *Background check.* All applicants for original appointment must satisfactorily complete a background check, including criminal history, driving record, and credit check.
- (2) *Medical examination.* The applicant must satisfactorily complete a medical exam to determine whether the applicant is physically capable of performing the essential functions of the job.
- (3) *Job suitability assessment.* The applicant must satisfactorily complete a job suitability assessment.

(c) *Rehire of former fire department member.* In the sole discretion of the fire chief, a fire department member who voluntarily terminated his or her employment on satisfactory terms may be rehired to a vacant, entry-level position within one year of termination without completing the full process required by subsection (a) above. However, the member must satisfactorily complete a new medical examination and job suitability assessment, and must complete a new probationary period.

(d) *Transfer between public safety departments.* Upon the written request of the employee to the chief of his or her department, an employee in good standing within either department may be transferred from one department to the other to an entry level position, subject to the conditions and limitations established by rule of the employment subcommittee and with the approval of both chiefs and the City Manager.

Police officers requesting a transfer to the Fire Department must successfully complete the Candidate Physical Abilities Test (CPAT) and provide proof of a valid State of Maine Emergency Medical Technician license. The Chief of Police may waive the police entrance exam for firefighters. All other hiring requirements must be successfully completed.

(e) *Waiver.* During periods of difficulty in recruitment, the employment subcommittee may vary the requirements of this section by rule, which rule shall not be effective for more than one hiring cycle. (Ord. No. 143-17/18, 2-5-2018)

Sec. 2-59.3. Disqualification and temporary withdrawal from fire application process.

In accordance with rules promulgated by the employment subcommittee, an applicant may be disqualified, or temporarily withdraw, from the application process as follows:

(a) *Disqualification.* After notice and an opportunity to be heard, the employment subcommittee or the fire chief may disqualify an applicant for original appointment.

(b) *Temporary withdrawal of applicants for original appointments.* An applicant for original appointment may, for sufficient cause, temporarily withdraw from consideration for a limited period of time with the prior approval of the fire chief. During the period of temporary disqualification the applicant's eligibility for appointment shall automatically expire 12 months after the date the applicant passed the aptitude capacity test. (Ord. No. 143-17/18, 2-5-2018)

Sec. 2-59.4. Fire department promotional process.

(a) *Minimum qualifications.* All candidates for promotion within the fire department shall satisfactorily complete the minimum requirements in this section. The employment subcommittee may, by rule, establish processes and procedures to implement these requirements, may set minimum passing scores, and may impose additional requirements for promotion.

- (1) *Time in service.* Promotional candidates must have the following amount of time in service to be eligible for a promotion:
 - a. Six years of continuous service in the fire department for promotion from firefighter to lieutenant.
 - b. One year of continuous service as a lieutenant for promotion from lieutenant to captain.
- (2) *Training.* Promotional candidates must possess the minimum amount of training, certification, and/or education for the rank to which he or she is seeking promotion.
- (3) *Departmental officer candidate program.* Promotional candidates must participate in and complete a fire department officer candidate program, which may include job-shadowing, mentorship, and similar requirements.
- (4) *Assessment center exam.* Promotional candidates must complete and pass an assessment center exam each year.
- (5) *Oral interview.* All promotional candidates must satisfactorily complete an oral interview. The oral interview panel shall consist of one member of the employment

subcommittee and designees of the fire chief. No member of the panel may be a candidate for the position nor a relative of a candidate. The president of the union, or his designee, shall have the right to observe, but not participate in, the interview.

- (6) *Job suitability assessment.* Candidates must undergo a job suitability assessment. Assessments within three (3) years from the date of examination may be used, or the fire chief may require an updated job suitability assessment at any time. Assessments may be taken into consideration in the promotional process.

(b) *Eligible promotion list.* Promotional candidates shall be placed on a ranked certified promotional list. A separate list shall be made for each promotional rank.

- (1) The list shall be ranked based on a methodology established by the employment subcommittee.
- (2) The employment subcommittee shall also establish rules governing the validity of the list, including the minimum number of names required on the list, the duration and expiration of the list, and other requirements.

(c) *Promoting from ranked certified promotional list.* Promotions in the fire department shall be made from the ranked certified promotional list in their order of ranking, unless the candidate refuses the promotion, is disqualified for cause by the chief, or lacks the particular skill set required by the promotional vacancy. If the chief disqualifies a candidate for cause, he or she shall state the reasons for disqualification in writing.

(d) *Command staff.* The employment subcommittee may provide by rule for special procedures or different competitive examination for appointment to fire department command staff because such rank requires particular and exceptional qualifications of a scientific, managerial, professional, technical, or educational character and said rule may waive any requirement of this article in such cases.

(e) *Waiver.* When the number of employees eligible for promotion to a particular vacancy is insufficient to permit meaningful competition, the employment subcommittee may vary the requirements of this section by rule, which rule shall not be effective for more than one promotional cycle.

(Ord. No. 143-17/18, 2-5-2018)

Sec. 2-59.5. Disqualification during fire promotional process.

After notice and an opportunity to be heard, the employment subcommittee or the fire chief may disqualify a candidate from participating in the promotional process, or may remove a candidate

for promotion from the ranked certified promotional list.
(Ord. No. 143-17/18, 2-5-2018)

Sec. 2-59.6. Fire department appeals and rights.

(a) *Appeals from decisions of the fire chief.* Except as otherwise provided, an applicant, candidate for original appointment, or candidate for promotion shall have the opportunity to appeal any decision made by the fire chief under this division to the employment subcommittee, pursuant to rules established by the subcommittee. The subcommittee may, after hearing, uphold or overturn the fire chief's decision. The subcommittee shall provide the fire chief and the appellant with written notice of its decision and the reasons therefor.

(b) *Appeals from decisions of the employment subcommittee.* An appeal of a decision of the employment subcommittee under this section may be taken to the city council. The city council may, after hearing, uphold or overturn the employment subcommittee's decision. The council shall provide the subcommittee, fire chief, and appellant with written notice of its decision and the reasons therefor.

(c) *Applicant rights.* If a decision is overturned with respect to an applicant, the applicant shall continue through the remainder of the application process or be considered eligible for hire, as applicable. In the event an applicant is reinstated pursuant to this section, he or she shall have no right or entitlement to be considered for any vacancy that exists at or prior to the date of said reinstatement.

(d) *Promotional candidate rights.* If a decision is overturned with respect to a promotional candidate, that candidate shall 1) be allowed to continue through the promotional process; 2) be placed on or reinstated to the ranked certified promotional list; or 3) be promoted, as applicable. The decision maker shall specifically state the appropriate remedy.

(e) *Vested rights.* No rights shall vest in any person who is deemed to be a qualified applicant or who is placed on the ranked certified promotional list, and no names shall be carried over from one eligible list to another, except as otherwise provided in this section.

(f) *Rulemaking.* The employment subcommittee may promulgate rules to implement this section, including forms and deadlines for appeal.
(Ord. No. 143-17/18, 2-5-2018)

Sec. 2-59.7. Fire department probationary period.

(a) Each member who is originally appointed to or rehired in the fire department, or who is promoted, pursuant to this division shall be a probationary employee for one (1) year from the date of appointment or promotion. This section shall not, however, apply to an employee who is recalled after layoff, so long as he or she completed the probationary period prior to layoff.

(b) The fire chief may at any time during the probationary period reject any person appointed or promoted. The fire chief must state his or her reasons for rejection in writing, and provide those reasons to the employee and the employment subcommittee.

(c) In the case of a promotional candidate, any candidate rejected by the fire chief shall revert to the rank and pay status from which he or she was promoted.

(d) Any person rejected during the probationary period shall have no right of hearing or appeal under this division.
(Ord. No. 143-17/18, 2-5-2018)

Sec. 2-60. Reserved.

Sec. 2-60.1. Minimum qualifications for original appointment to the police department.

(a) Standards required. Each candidate for original appointment to the police department must meet the minimum requirements set forth in this subsection. The deadline by which these requirements must be met, the method of proving that such requirements have been satisfactorily met, and any additional requirements shall be established by rule of the employment subcommittee:

- (1) *Age.* Have reached the age of twenty-one (21) by the date of appointment;
- (2) *Good character.* Be of good character; which includes a personal history of honesty, fairness, and respect for the rights of others and for state and federal law. No person shall be appointed who has a history which includes a disqualifying criminal offense or conviction.
- (3) *Education and experience.* Have a high school diploma or general equivalency diploma (GED) and meet the admission standards of the Maine Criminal Justice Academy.
- (4) *Motor vehicle driver's license.* Possess a valid motor vehicle driver's license for the three (3) years immediately preceding the date of application. If such license is from a state other than the State of Maine, the candidate must be qualified to receive a State of Maine driver's license.
- (5) *Citizenship or Immigration status.* Be a citizen of the United States or demonstrate a permanent right to work in the United States.

(b) *Automatic Disqualifiers.* An applicant for original appointment will be automatically disqualified from the hiring process for any of the following characteristics, and as further established by

rule of the employment subcommittee:

- (1) *Criminal Convictions/Conduct.* Any conviction for a disqualifying criminal offense or engaging in conduct that qualifies as a disqualifying criminal offense as defined in Maine law and the entrance standards of the Maine Criminal Justice Academy, including having no convictions for or have engaged in any conduct which would constitute Murder, Class A, Class B, Class C, or Class D crimes, or any provision of the Maine Criminal Code, Chapters 15, 19, 25, or 45 which include Theft, Falsification in Official Matters, Bribery & Corrupt Practices, and Drugs.
- (2) *Domestic Violence.* Any conviction for a crime of domestic violence or any active Protection from Abuse Order (temporary or permanent) served on the applicant.
- (3) *Drug Activities.* The use, purchase, or possession of illegal drugs or controlled substances within the five (5) years prior to the date of application.

The trafficking in and/or furnishing of marijuana, as defined in the Maine Criminal Code, is an automatic disqualifier from the hiring process. The use of marijuana is not an automatic disqualifier. The use of marijuana by an applicant will be assessed on a case by case basis; including, but not limited to, the frequency and recency of the use.

- (4) *Military Service.* Dishonorable discharge from the military or a bad conduct discharge from the military.
- (5) *Tattoos or Body Art.* Tattoos, branding, body art or body markings that (a) indicate a criminal gang affiliation, (b) depict sexually explicit art or nudity, (c) are associated with hate groups or supremacist groups such as swastikas or pentagrams, or (d) are on the applicant's face, neck or hands.

(Ord. No. 143-17/18, 2-5-2018)

Sec. 2-60.2. Hiring process for original appointment to the police department.

(a) *Police department hiring process.* All applicants for original appointment to the police department shall satisfactorily complete the minimum requirements in this section. The employment subcommittee may, by rule, establish processes and procedures to implement these requirements, set minimum passing scores, and impose additional requirements for original appointment.

- (1) *Job-related aptitude capacity test.* All applicants for original appointment must pass a job-related aptitude capacity test. The aptitude capacity test may be waived for a police applicant who is a full-time employee with law

enforcement duties and arrest authority in another jurisdiction at the time of application and is certifiable by the Maine Criminal Justice Academy.

- (2) *Physical fitness assessment.* All applicants for original appointment must pass meet the Maine Criminal Justice Academy's physical fitness assessment standards prior to the oral interview. or Applicants may take the fitness test at the Portland Police Department or produce a current, valid letter from the Maine Criminal Justice Academy stating that the applicant has successfully completed the Academy's physical fitness assessment.
- (3) *Oral Board.* An oral interview will be conducted with all applicants who have passed both the aptitude capacity test and the physical fitness assessment.

(b) *Conditional offer of employment.* Upon successful completion of the job-related aptitude capacity test, the physical fitness assessment and the oral interview, the Police Chief may evaluate the candidates and make a conditional offer of employment to qualified applicants, at his or her discretion. The conditional employee must successfully complete the following requirements. Failure to do so will result in revocation of the conditional offer of employment.

- (1) *Background check.* A conditional employee must be fingerprinted and satisfactorily complete a background check, including, but not limited to, criminal history, prior substance abuse, driving record, and credit check.
- (2) *Polygraph.* A conditional employee, shall be required to submit to a polygraph examination to the extent such examination is permitted by law.
- (3) *Medical examination.* A conditional employee shall undergo a medical examination to determine whether the applicant is physically capable of meeting the standards established by the Maine Criminal Justice Academy.
- (4) *Job suitability assessment.* Candidates for police original appointment shall be given a post-offer job suitability assessment as required by the Maine Criminal Justice Academy.

(b) *Transfer between public safety departments.* Upon the written request of the employee to the chief of his or her department, an employee in good standing within either department may be transferred from one department to the other to an entry level position, subject to the conditions and limitations established by rule of the employment subcommittee and with the approval of both chiefs and the City Manager.

Police officers requesting a transfer to the Fire Department must successfully complete the Candidate Physical Abilities Test (CPAT) and provide proof of a valid State of Maine Emergency Medical Technician license. The Chief of Police may waive the police entrance exam for

firefighters. All other hiring requirements must be successfully completed.

Sec. 2-60.3. Disqualification and temporary withdrawal from police application process.

In accordance with rules promulgated by the employment subcommittee, an applicant may be disqualified, or temporarily withdraw, from the application process as follows:

(a) Disqualification. After notice and an opportunity to be heard, the employment subcommittee or the police chief may disqualify an applicant for original appointment.

(b) Temporary withdrawal of applicants for original appointments. An applicant for original appointment may, for sufficient cause, temporarily withdraw from consideration for a limited period of time with the prior approval of the police chief. During the period of temporary disqualification the applicant's eligibility for appointment shall automatically expire 12 months after the date the applicant passed the aptitude capacity test.

(Ord. No. 143-17/18, 2-5-2018)

Sec. 2-60.4. Police department promotional process.

(a) *Minimum qualifications.* All candidates for promotion within the police department shall satisfactorily complete the minimum requirements in this section. Promotional appointments shall be made from successive ranks. The employment subcommittee may, by rule, establish processes and procedures to implement these requirements, may set minimum passing scores, and may impose additional requirements for promotion.

(1) *Time in service.* Promotional candidates must have the following amount of time in service to be eligible for a promotion:

- a. Three (3) years of continuous service in the police department for promotion from officer to the rank of Sergeant.
- b. Twelve months of continuous service as a Sergeant in the police department for promotion to the rank of Lieutenant.

(2) *Selection Components*

- a. An annual professional development course.
- b. A job-related aptitude capacity test.
- c. Consideration of the candidate's last completed performance evaluation immediately prior to the date of the aptitude capacity test.

d. Seniority in the department as of the date of the aptitude capacity test.

(3) *Oral interview.* All promotional candidates must satisfactorily complete an oral interview. The oral interview panel shall consist of one member of the employment subcommittee, a member designated by the president of each of the affected unions and three (3) members appointed by the police chief.

(4) *Job suitability assessment.* Candidates for the position of Sergeant must undergo a job suitability assessment. Assessments within three (3) years from the date of examination may be used, or the police chief may require an updated job suitability assessment at any time. Assessments may be taken into consideration in the promotional process.

(b) *Promotion list.* Promotional candidates shall be placed on a certified promotional list. A separate list shall be made for each promotional rank.

(1) The list shall be prepared based on a methodology established by the employment subcommittee.

(2) The employment subcommittee shall also establish rules governing the validity of the list, including the minimum number of names required on the list, the duration and expiration of the list, and other requirements.

(c) *Creation of certified list for promotional appointment.*

(1) When requested to do so by the Chief, the employment subcommittee shall furnish a certified list of names from which a promotional appointment may be made.

(2) There shall be one eligible list maintained for police promotion in weighted score order for each promotional rank and the certified list shall be made up from the eligible list in the weighted score order. The certified list for promotional appointment shall contain the names of a minimum of three (3) and a maximum of five (5) applicants on the eligible list with the highest, aggregate scores.

(d) *Command staff.* The employment subcommittee may provide by rule for special procedures or different competitive examination for appointment to a sworn, non-union command staff position in the police department because such rank requires particular and exceptional qualifications of a scientific, managerial, professional, technical, or educational character and said rule may waive any requirement of this article in such cases.

(e) When the number of employees eligible for promotion to a particular vacancy is insufficient to permit meaningful competition,

the employment subcommittee may vary the requirements of this section by rule, which rule shall not be effective for more than one promotional cycle.

(Ord. No. 143-17/18, 2-5-2018)

Sec. 2-60.5. Disqualification during police promotional process.

After notice and an opportunity to be heard, the employment subcommittee or the police chief may disqualify a candidate from participating in the promotional process, or may remove a candidate for promotion from the ranked certified promotional list.

(Ord. No. 143-17/18, 2-5-2018)

Sec. 2-60.6. Police appeals and rights.

(a) *Appeals from decisions of the police chief.* Except as otherwise provided, an applicant, candidate for original appointment, or candidate for promotion shall have the opportunity to appeal any decision made by the police chief under this division to the employment subcommittee, pursuant to rules established by the subcommittee. The subcommittee may, after hearing, uphold or overturn the police chief's decision. The subcommittee shall provide the police chief and the appellant with written notice of its decision and the reasons therefor.

(b) *Appeals from decisions of the employment subcommittee.* An appeal of a decision of the employment subcommittee under this section may be taken to the city council. The city council may, after hearing, uphold or overturn the employment subcommittee's decision. The council shall provide the subcommittee, police chief, and appellant with written notice of its decision and the reasons therefor.

(c) *Applicant rights.* If a decision is overturned with respect to an applicant, the applicant shall continue through the remainder of the application process or be considered eligible for hire, as applicable. In the event an applicant is reinstated pursuant to this section, he or she shall have no right or entitlement to be considered for any vacancy that exists at or prior to the date of said reinstatement.

(d) *Promotional candidate rights.* If a decision is overturned with respect to a promotional candidate, that candidate shall 1) be allowed to continue through the promotional process; 2) be placed on or reinstated to the ranked certified promotional list; or 3) be promoted, as applicable. The decision maker shall specifically state the appropriate remedy.

(e) *Vested rights.* No rights shall vest in any person who is deemed to be a qualified applicant or who is placed on the ranked certified promotional list, and no names shall be carried over from one eligible list to another, except as otherwise provided in this section.

(f) *Rulemaking.* The employment subcommittee may promulgate rules to implement this section, including forms and deadlines for appeal.

(Ord. No. 143-17/18, 2-5-2018)

Sec. 2-60.7. Police department probationary period.

(a) *Probationary period.* A specified period of time during which the employee has no expectation of continued employment and may be removed from employment for any reason, with or without just cause.

(b) *Original appointment.* Except as otherwise provided below for police lateral transfers, every person receiving an appointment as a police officer shall be a probationary employee for a period of two (2) years from the date of appointment.

(c) *Lateral transfers.* A police lateral transfer who has two years of post-academy, full-time, continuous service as a police officer at the time of appointment shall be credited with up to twelve (12) months of service toward completion of the department's two year probationary period. Eligibility for promotional appointment shall be the completion of three (3) years of service in the Portland Police department.

(d) *Promotional appointments.* Every person receiving a promotional appointment shall serve a probationary period of one (1) year while occupying the position to which he or she has been appointed.

(e) *Completion of probationary period.* The police chief may at any time during the probationary period reject any person appointed or promoted to a position in the police department. The police chief must state his or her reasons for rejection in writing, and provide those reasons to the employee and the employment subcommittee. In the case of a promotional appointment, the officer shall revert to the rank and pay status from which he or she was promoted.

(f) *No hearing or appeal.* Any person rejected during the probationary period shall have no right of hearing or appeal under this section.

(Ord. No. 143-17/18, 2-5-2018)

Sec. 2-61. Reserved.

Sec. 2-62. Reserved.

Sec. 2-63. Reserved.

Sec. 2-64. Reserved.

Sec. 2-65. Reserved

Sec. 2-66. Physical standards and background investigation for original appointment; Job suitability assessment for promotion, for police lateral transfer and for police original appointment.

(a) *Physical standards for original appointment.*

(1) *Medical examination.* All candidates on the eligible list for original appointment shall undergo a medical examination by a physician specified by the employment subcommittee, said medical examination to be done only after a conditional offer of employment has been made to the candidate. The examining physician shall report his or her findings in writing to the subcommittee with respect to whether the candidate is physically capable of meeting the standards established by rule of the subcommittee. If the physician's report indicates a disqualification which can be corrected, the candidate's name shall be returned to the eligible list except that such person shall not be again considered for appointment until such time as he or she furnishes satisfactory evidence that the disqualifying condition has been corrected. If the physician's report indicates a disqualification which cannot be corrected and which prevents the candidate from performing an essential function of the position with or without reasonable accommodation, the candidate's name shall be permanently removed from the eligible list pursuant to section 2-61 above.

(2) *Physical fitness standards.* In addition to the medical examination, the employment subcommittee shall establish by rule minimum standards and procedures for a physical fitness assessment of candidates for original appointment, which standards shall be determined by the subcommittee to be a bona fide occupational qualification or failure to meet them poses a safety hazard or cannot be reasonably accommodated in an individual case. Such physical fitness assessment shall be administered to each candidate by the department as provided in section 2-65(a)(3) above, and the result thereof shall be provided to the chief.

(b) *Background investigation for original appointment.*

(1) *Fingerprinting.* Candidates for original appointment to either department shall be directed to the police department where they shall be fingerprinted. All candidates shall execute any necessary waivers for the background check. The fingerprints and records of each candidate shall be checked against the local police files, state police files and, if available, the files of the Federal Bureau of Investigation, in order to determine whether the candidate has been convicted of a disqualifying criminal offense.

(2) *Polygraph.* Candidates for original appointment to the police department shall be required to submit to a polygraph examination to the extent such examination is permitted by law.

(c) *Job suitability assessment for promotional appointments, for police lateral transfers and for police original appointments.*

- (1) All candidates whose names appear on any certified list for promotional appointment may be required to be examined by a psychologist for job suitability, the results of which examination shall be used by the chief of the department and by the city manager. Examinations hereunder for promotional appointment shall be required every year, except that the chief may waive said requirement if such examination has been done within three years of the date of the candidate's appearance on a certified list, and the results are available for use by the chief and the city manager. The extent of said examination shall be determined by a psychologist on an individual basis and may be either pre-offer or post-offer, depending upon the content of the assessment, the psychologist's representation as to the purpose of the assessment and the department's preference.

To the extent permitted by law, the chief of either department may request that candidates on an eligible list undergo the job suitability examinations prior to drawing up a certified list if (1) doing so would overcome scheduling difficulties for a candidate and the candidate agrees to such scheduling and (2) doing so is necessary to ensure a timely appointment process. Nothing herein shall change a candidate's position on the eligible list or give him or her any vested rights therein.

- (2) Candidates for police lateral transfer shall be given a post-offer job suitability assessment.
- (3) Candidates for police original appointment shall be given a post-offer job suitability assessment as required by the Maine Criminal Justice Academy.

(d) *Failure to pass polygraph test or job suitability assessment for police original appointment or job suitability assessment for police lateral transfer or job suitability assessment for police or fire promotional appointment.* Notwithstanding anything herein to the contrary, any candidate for police original appointment who fails to pass a polygraph test as required hereunder, or, in the case of a police original appointment, police lateral transfer or police or fire promotional appointment, who fails to meet the job suitability assessment pursuant to this section, shall be removed from any list on which the candidate appears pursuant to section 2-61 above, and shall not be eligible to retake the written test until two years from the date the eligible list from which the candidate was removed was made.

(e) *Failure to appear or complete hiring requirements.* Any candidate who fails to appear for, or to complete, any component of the examination process, or any other requirement of the hiring procedure, shall be disqualified as a candidate and removed from any list on which he or she may appear. Such disqualification shall be reported to the employment subcommittee by the Director. Upon request of the candidate, the employment subcommittee may, in its discretion, waive the

disqualification herein if: (i) the subcommittee finds that the candidate had sufficient excuse for such failure; and (ii) it finds that any rescheduling necessitated by such failure can be accomplished in a timely manner and with no disruption of the hiring process. Any candidate disqualified hereunder may reapply for any succeeding examination.

(f). *Temporary withdrawal of applicants for original appointments.* Notwithstanding the foregoing, a candidate for original appointment may, for sufficient cause, temporarily withdraw from consideration for a limited period of time upon the prior approval of the chief of the department. Any denial of a request for temporary withdrawal by the chief may be appealed to the subcommittee which may grant the request if (i) the subcommittee finds that the candidate had sufficient cause for such request; and (ii) it finds that any rescheduling necessitated by request can be accomplished in a timely manner with no disruption of the hiring process. A candidate who is permitted to withdraw temporarily shall retain his or her place on the eligible list but shall not be considered for hire, or in the case of promotional appointment, shall not be placed on any certified list requested during the period of temporary disqualification. "Sufficient excuse" or "sufficient cause" as used herein shall include, but not be limited to, death or serious illness of a family member; temporary illness or disability of the candidate; completion of an academic or training program, or similar excuse and cause.

(g) *Duration of certified list.* The certified list shall be limited to the vacancy or vacancies for which it was requested. The names of persons not appointed shall be returned to the eligible list from which they were drawn. Each candidate for promotion who is not appointed shall be given, upon request, a statement by the chief of the department as to the reason or reasons why he or she was not recommended for appointment; or if he or she was recommended, a statement from the City Manager as to why he or she was not appointed. (Code 1968, § 201.12; Ord. No. 89-80, 7-7-80; Ord. No. 299-86, 1-22-86; Ord. No. 288-90, 4-2-90; Ord. No. 117-95, 11-20-95; Ord. No. 184-97, 1-22-97 Ord. No. 220-99, § 4, 3-1-99; Ord. No. 121-99, 12-20-99; Ord. No. 174-05/06, 3-6-06; Ord. No. 298-05/06, 6-19-06 emergency passage; Ord. No. 126-09/10, 1-4-10)

Sec. 2-67. Working test period.

(a) Except as otherwise provided below for police lateral transfers or as otherwise provided for re-hires under subsection 2-59(e), every person receiving any appointment or transferring pursuant to section 2-59 above shall be tested for a working test period of one (1) year while occupying the position to which he or she has been appointed or transferred, except that the working test period for original appointees or transferees to the police department shall be two (2) years. The period of the working test shall begin immediately upon appointment or transfer. The City Manager may at any time during the working test period reject for reasons stated in writing any person appointed to a position in either department. The City Manager shall forthwith report to the employment subcommittee in writing each rejection during such working test period, stating the date of the

rejection and the reason for the rejection.

(b) Any person rejected during the working test period shall have no right of hearing, or appeal under this article, and in the case of a promotional appointment, shall revert to the rank and pay status from which he or she was promoted. No original appointment shall be effective beyond the end of the working test period unless, within ten (10) days preceding the end of the working test period, the City Manager shall report to the employment subcommittee in writing that in the opinion of the City Manager, the employee's work has been such as to indicate that he is willing and able to perform his duties in a satisfactory manner. Upon delivery of a favorable report from the City Manager, the appointment shall become permanent.

(c) A police lateral transfer who has prior service as a police officer at the time of appointment shall be credited with up to twelve (12) months of service toward completion of the department's two year working test period, provided, however, that eligibility for promotional appointment shall continue to be completion of three (3) years in the Portland police department.

(Code 1968, § 201.13; Ord. No. 89-80, 7-7-80; Ord. No. 299-86, 1-22-86; Ord. No. 117-95, 11-20-95; Ord. No. 184-97, 1-22-97; Ord. No. 174-05/06, 3-6-06; Ord. No. 126-09/10, 1-4-10)

Sec. 2-68. Disciplinary action.

(a) *Action by chief of department.* Unless otherwise governed by a collective bargaining agreement, the chief of the department may, for cause:

- (1) Suspend without pay any member for one (1) offense for a period of not more than fifteen (15) working days, resulting in the loss of not more than three (3) weeks' pay;
- (2) Issue a written reprimand to be included in the member's personnel file.

Suspensions without pay shall not be for more than thirty (30) working days in aggregate in a calendar year. Upon imposition of any discipline, the chief shall immediately file with the employment subcommittee a written statement of the disciplinary action taken and the reason therefor. A copy of the statement shall be delivered to the department member in person or by mail at the member's last and usual place of abode. Actions of the chief taken within this subsection shall be final and there shall be no appeal therefrom under this article.

(b) *Action by subcommittee.* The employment subcommittee shall have the power and authority to demote, suspend with or without pay, and remove members of the police department and the fire department for cause and after presentation of charges and hearing. The subcommittee shall have the right to reinstate any such demoted, suspended or removed member of the police department or fire department after a hearing upon recommendation of the chief of the department to which the

applicant seeks reinstatement, provided the City Manager joins in such recommendation for reinstatement.

(c) *Action by chief pending hearing.* Pending a hearing before the employment subcommittee, the chief of the department or the City Manager may, for the cause to be presented to the subcommittee, suspend any member, without pay, until the next succeeding meeting of the subcommittee; provided, however, that no suspension without pay pending a hearing by the subcommittee shall be effective for more than fifteen (15) days; no suspension without pay shall be effective unless it is either preceded by a filing of charges with the subcommittee or such charges are filed within ten (10) days thereafter, Saturday, Sunday and legal holidays excepted; and if the subcommittee determines that no disciplinary action is warranted, it shall provide that any salary which should have been paid during such period of suspension shall be paid to the member.

A member may elect to waive a hearing before the employment subcommittee and accept disciplinary action determined by the chief of the department. Said waiver shall be made in writing prior to the implementation of the discipline. Prior to waiving a subcommittee hearing, the member shall be provided with written notice of the charges against him or her, a brief statement of the evidence against him or her, and an opportunity for a hearing before the chief. Said hearing shall be informal in nature and shall not be an adversarial hearing, but the member may have counsel and/or a union representative present. The member shall have the right to confer with said counsel and/or representative during the hearing and to have them speak on his or her behalf. The hearing before the chief may be tape recorded upon the request of either party.

(d) *Notice; opportunity to respond.* Prior to suspending any member without pay under subsection (c) above, the chief of the department shall provide the member with notice of the substance of the charges against him or her, a statement of the evidence, and an opportunity to respond to said charges and evidence.

(e) *Hearings without formal charges.* Whether or not charges are filed with the subcommittee, the subcommittee shall within thirty (30) calendar days schedule a hearing to determine whether disciplinary action should be taken against any member where:

- (1) The member fails or refuses to testify before the subcommittee at any disciplinary hearing; or
- (2) The member becomes the defendant in a pending criminal proceeding, the conviction in which proceeding would be a disqualifying criminal conviction.

Either party may request a continuance of such hearing, which may be granted by the subcommittee upon such terms and conditions as it deems appropriate. If the continuance is requested by a city official, the member shall receive his regular pay for the duration of the

continuance. However, if a suspended member requests a continuance of the hearing, the member will not be paid for the duration of the continuance period requested by him.

(f) *No deferral of action.* Disciplinary action by the subcommittee for the same conduct which is the subject matter of a pending criminal proceeding shall not be deferred unless the subcommittee shall order such deferment at the request of the member charged, in which case the subcommittee may impose reasonable conditions, including but not necessarily limited to, a continuing suspension without pay.

(g) *Result of collateral criminal proceeding.* The acquittal of the member on criminal or civil charges involving material allegations which are substantially similar to the material allegations made in the disciplinary proceeding shall not require abatement of a disciplinary proceeding by the Subcommittee. A final judgment of conviction of a crime which is a disqualifying criminal offense shall operate as a disqualification from office, and, upon proof of such conviction to the subcommittee, such member shall be removed.

(h) *Procedure at disciplinary hearings.* All hearings of the subcommittee shall be deemed to be civil in nature and shall be informal in conduct. Such hearings shall be governed by this article and by any rules of practice and procedure adopted by the subcommittee. In the conduct of such hearings, the subcommittee shall not be bound to the technical rules of evidence. No informality in any proceeding or hearing or in the manner of taking testimony before the subcommittee shall invalidate any decision of the subcommittee. Disciplinary action shall be taken only upon a preponderance of the evidence.

(i) *Decision.* After hearing, the subcommittee shall make written findings of fact with respect to any specific allegations and shall determine whether such facts constitute cause for disciplinary action, and if the subcommittee determines that cause for disciplinary action exists, the nature of the disciplinary action to be taken. Such decision may be appealed as provided by law.

(j) *Expenses.* The subcommittee may, if it determines that charges made were without substantial justification, recommend to the City Council the payment of reasonable counsel and witness fees incurred by any member in the defense of such unjustified charges.

(Code 1968, § 201.14; Ord. No. 89-80, 7-7-80; Ord. No. 299-86, 1-22-86; Ord. No. 288-90, 4-2-90; Ord. No. 117-95, 11-20-95; Ord. No. 184-97, 1-22-97; Ord. No. 174-05/06, 3-6-06)

Sec. 2-69. Reserved.

Sec. 2-70. Reserved.

Sec. 2-71. Reserved.

Sec. 2-72. Reserved.

Sec. 2-73. Reserved.

Sec. 2-74. Reserved.

Sec. 2-75. Reserved.

DIVISION 4. POLICE CITIZEN REVIEW SUBCOMMITTEE

Sec. 2-76. Functions and duties.

(a) *Duties.* The duties of the police citizen review subcommittee are as follows:

- (1) To determine whether police investigations into citizens' complaints by members of the public against police officers are thorough, objective, fair and timely by auditing the police department's internal affairs' unit investigative methods and procedures;
- (2) To report in writing to the City Manager periodically, but no less than annually beginning in January 2003, as follows:
 - a. on the subcommittee's determination as to the thoroughness, objectivity, fairness and timeliness of the police internal affairs' investigation of citizen complaints against police officers; and
 - b. any recommendations and/or proposals for improvements or modifications in the police internal affairs investigative process, policies or training, and for enhancing public confidence in the methods and process of investigation of citizen complaints against police officers.
- (3) To hold a public hearing at least annually to receive comments upon the police citizen complaint process.
- (4) Although it shall have access to individual internal affairs reports in order to review investigative methods and procedures, all reports of the subcommittee shall be done in such a manner that particular complainants, witnesses and officers are not personally identifiable.
- (5) Reports of the subcommittee shall be made available to the public to the extent consistent with the State Freedom of Access Act, 1 M.R.S.A. Sec. 401 et.seq.
- (6) To make suitable procedural rules, from time to time, for the conduct of its duties. Proposed rules shall be submitted to the City Council and shall become effective only when approved by the City Council. All such rules shall be recorded in the office of the City Clerk.

(b) *Complaints to be reviewed:* The subcommittee shall review all completed internal affairs investigations of citizen complaints.

(c) *Timing of review.* All subcommittee reviews of citizen

complaints shall take place only after final disciplinary action has been taken and all appeals exhausted or the case has been finally closed with no disciplinary action taken.

(d) *Notification of review.* The subcommittee shall notify the citizen complainant, in writing, of the subcommittee's review and any findings made by the subcommittee regarding the thoroughness, objectivity, fairness and timeliness of the internal affairs investigation.

(e) *Scope of authority.* The subcommittee shall conduct its duties solely to determine the thoroughness, objectivity, fairness and timeliness of the police department's internal affairs' methods and procedures in regard to citizen complaints against police officers, and the subcommittee shall have no power or authority to subpoena or call witnesses nor to impose or modify any disciplinary action, or lack of action, against any police officer. The subcommittee shall make no recommendations nor offer any findings or comments relative to any disciplinary action, or lack of action, against any officer.

(f) *Training.* Prior to assuming their duties hereunder, subcommittee commissioners shall attend training by city staff as to the subcommittee's duties and responsibilities, applicable state and local law and regulations, issues relevant to the conduct of the citizen review function, accepted police practices and the department's internal affairs investigation process. Such training shall be provided by the city at no cost to the subcommittee members.

(g) *Resources.* To facilitate the effectiveness and objectivity of the police citizen review subcommittee, the city shall make available to the subcommittee the services of a technical advisor, as needed by the subcommittee. The technical advisor may be used for the purposes of training; briefing the subcommittee on accepted police practices, applicable law and issues relevant to the discharge of the citizen review function; and educating the subcommittee on aspects of the internal investigation process. The advisor shall be retained by the City Manager after consultation with the Chief of Police, representatives of the police unions and the subcommittee chairperson. Any person who presently maintains any business or professional affiliation with the police department shall be disqualified from serving as technical advisor.

The city shall further make available all internal affairs investigation reports and police documents relevant to such investigations which are necessary for the subcommittee to conduct its duties hereunder. In no case shall the subcommittee have access to police officers' personnel records except to the extent that they are part of an internal affairs investigation report or are considered a public document under the state Freedom of Access law.

(Substitute Ord. No. 83-01/02, § 3, 11-5-01; Ord. No. 143-17/18, 2-5-2018)

Sec. 2-77. Confidentiality.

Each member of the civil service commission is obligated to maintain the confidentiality of all information and documents either provided to or reviewed by them, in accordance with state law. Failure to maintain such confidentiality will be cause for removal from the commission. All reports and requests for disclosure of any information shall be referred to the corporation counsel for review prior to release.

(Substitute Ord. No. 83-01/02, § 3, 11-5-01)

Sec. 2-78 thru 2-90. Reserved.

ARTICLE V. EMPLOYEE BENEFITS

DIVISION 1. GENERALLY

Sec. 2-91. Reserved.
Sec. 2-92. Reserved.
Sec. 2-93. Reserved.
Sec. 2-94. Reserved.
Sec. 2-95. Reserved.
Sec. 2-96. Reserved.
Sec. 2-97. Reserved.
Sec. 2-98. Reserved.
Sec. 2-99. Reserved.
Sec. 2-100. Reserved.

DIVISION 2. RETIREMENT*

*State law reference(s)--State retirement system, 5 M.R.S.A. § 1001 et seq.

Sec. 2-101. Membership in state retirement system mandatory.

Any person who is hereafter appointed to employment with the city shall become a member of the state retirement system to the extent of the benefits made applicable to the department into which the person is appointed by the terms of the city's participation in the system.

(Code 1968, § 203.1)

Sec. 2-102. Prior benefits retained.

Any person who was entitled to retirement benefits from the city on the effective date of this Code shall continue to be entitled to such benefits. Such benefits may be increased by order of the City Council from time to time, but all such increases shall be subject to the same, terms and conditions as existed for entitlement prior to the effective date of this Code. A right of survivorship, in the spouse of a retiree married to the retiree on the date of retirement, shall be recognized in the case of any retiree who sustained a service-connected disability, such benefits to be prospective only.

(Ord. No. 104-85, 8-5-85)

Sec. 2-103. Reserved.
Sec. 2-104. Reserved.
Sec. 2-105. Reserved.
Sec. 2-106. Reserved.
Sec. 2-107. Reserved.
Sec. 2-108. Reserved.
Sec. 2-109. Reserved.
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Sec. 2-196. Reserved.
Sec. 2-197. Reserved.
Sec. 2-198. Reserved.
Sec. 2-199. Reserved.
Sec. 2-200. Reserved.

ARTICLE VI. FUNDS DUE TO CITY*

*Editor's note--Ord. No: 274-90 and Ord. No. 275-90, both adopted March 19, 1990, amended this chapter by adding Art. VI, Divs. 1--3, §§ 2-201--2-206, 2-221 and 2-222 and 2-230, respectively, and both ordinances further provided that the provisions of § 1-14 of this Code would be applicable to this article.

DIVISION 1. GENERALLY

Sec. 2-201. Purpose.

The purpose of this article is to ensure the payment of funds due the city by requiring that persons who owe money to the city pay their just debts before undertaking any new activity involving the city.
(Ord. No. 274-90, 3-19-90)

Sec. 2-202. Definitions.

[For the purpose of this article the following definitions shall apply unless the context clearly implies otherwise:]

Indebtedness shall mean and include all amounts determined by the Director of finance to be then due and payable to the city (1) by the Payor, (2) by the person in whose name the license or permit was applied for, or (3) by any other person for which such person is financially responsible, and shall include without limitation amounts assessed as taxes upon real or personal property, amounts previously paid by check or credit and subsequently dishonored or disputed, delinquent alarm fees, liens and charges, and all claims for money, whether liquidated or unliquidated.

Person shall mean any natural individual, firm, trust, partnership, association or partnership (hereinafter "entity"), and any

other person operating as an alter ego of such entity or for whose debts such entity may be legally responsible.

Property shall mean and include any property, real or personal, within the city.

(Ord. No. 274-90, 3-19-90)

Sec. 2-203. Applicability.

The provisions of this article shall not apply to the following:

- (a) Debts subject to the jurisdiction of the bankruptcy court;
- (b) Debts which are in bona fide litigation in any court of competent jurisdiction;
- (c) Lease or contractual obligations requiring a different method of dispute resolution; provided, however, this article shall apply to delinquent amounts due on notes subject to foreclosure;
- (d) Payment for any permit where the building authority certifies that the work authorized thereunder is of an emergency nature to abate a substantial hazard to the public (health, safety or welfare;
- (e) Payments to the city as agent for the state or for any other person; or
- (f) Debts and/or amounts owed, which the City Manager or his or her designee, in his or her sole discretion, determines are not owed by the applicant seeking an approval, license or permit from the City and/or which may be the subject of a resolution by a court of law rather than through the mechanisms provided by this Article.

(Ord. No. 274-90, 3-19-90; Ord. No. 220-17/18, 6-4-2018)

Sec. 2-204. Payments received.

(a) No license, permit or other thing requiring payment to the city shall be issued in reliance on any check, charge or payment made which is not in accordance with this article.

(b) All checks, charges and amounts tendered which are not in accordance with this article shall be refunded to the person tendering payment if acceptance is expressly conditioned or restricted by endorsement or otherwise.

(c) The issuance of any license, permit or other thing in violation of this article shall not constitute a waiver of the provisions thereof with respect to the issuance of any other or renewal

license, permit or other thing for the same person or project, or for any other person or project, and any license or permit inadvertently or erroneously issued in violation of this article shall be subject to revocation or cancellation on the basis that the fees required therefor were not paid.

(d) The finance director is authorized to impose a surcharge for payments made with a credit card or debit card. The surcharge amount shall not exceed the costs incurred by the city to provide the credit card or debit card service or the cost assessed by a third party payment service provider for credit card and debit card transactions.

(Ord. No. 274-90, 3-19-90; Ord. No.220-09/10, 5-17-10)

Sec. 2-205. Debtor election.

No person who is indebted to the City of Portland in any amount may designate funds given to the city to be applied for any purpose other than the payment of such indebtedness, unless such person first:

- (a) Pays the full amount of such indebtedness;
- (b) Gives a promissory note to pay the amount of such indebtedness on a schedule, and with interest, each of which shall be acceptable to the Director of Finance, and thereafter complies fully with the terms thereof;
- (c) Except in the case of amounts owed for taxes, liens or judgments, elects in writing to have the dispute resolved by an arbitrator appointed by the City Manager, whose actions shall be governed in all respects by the Uniform Arbitration Act except as provided herein and whose award shall be final and enforceable in accordance with the provisions of Title 14 M.R.S.A. Chapter 706. The costs of such arbitration shall be borne by the city unless the arbitrator determines that the request for arbitration was made for the purpose of delay, in which case the arbitrator shall award double the amount in dispute or five hundred dollars (\$500.00), whichever is greater, to the city. The alleged debtor shall thereafter cooperate to the extent necessary to obtain an adjudication and satisfy the award and/or any judgment entered thereon; or
- (d) Except in the case of amounts owed for taxes, liens or judgments, elects in writing to have the dispute resolved in accordance with the provisions of Title 14, M.R.S.A. Chapter 706, by a neutral arbitrator selected by written agreement of the person and the Director of Finance or, if there is no agreement, by the American Arbitration Association using the Rules for Commercial Arbitration. In either case, such person shall agree in writing to pay all fees and expenses thereof, and such agreement shall be irrevocable, and the appointment is reasonably likely to be accepted on such terms. The

alleged debtor shall thereafter cooperate to the extent necessary to obtain an adjudication and satisfy the award and/or any judgment entered thereon.

(Ord. No. 274-90, 3-19-90)

Sec. 2-206. Content of arbitration agreement.

Any arbitration agreement pursuant to section 2-205 shall be in writing and shall state that the scope of arbitration is limited to findings of fact and shall not include any question as to the validity of any statute or ordinance. The award may include the expenses and fees of arbitration, and the arbitrator shall determine whether either party has been unreasonable in its positions or not proceeded in good faith and may award all of the costs associated with any arbitration against such party.

(Ord. No. 274-90, 3-19-90)

Sec. 2-207. Reserved.
Sec. 2-208. Reserved.
Sec. 2-209. Reserved.
Sec. 2-210. Reserved.
Sec. 2-211. Reserved.
Sec. 2-212. Reserved.
Sec. 2-213. Reserved.
Sec. 2-214. Reserved.
Sec. 2-215. Reserved.
Sec. 2-216. Reserved.
Sec. 2-217. Reserved.
Sec. 2-218. Reserved.
Sec. 2-219. Reserved.
Sec. 2-220. Reserved.

DIVISION 2. PROVISIONAL PAYMENTS

Sec. 2-221. Returned checks.

(a) All payments made by check or charge shall be deemed provisional only, until such time as payment is finally made to the city.

(b) Any person who delivers to the city any check which is not honored by the drawee bank shall be liable to the City for the amount of ten dollars (\$10.00) or for the actual amount charged as a return check fee to the City by the bank, whichever is greater, as a returned check fee.

(Ord. No. 275-90, 3-19-90)

Sec. 2-222. Effect on license or permit.

Any license or permit issued in reliance upon a provisional

payment shall be and remain Provisional until such time as payment is received by the city. If the full amount of the dishonored check and the charge specified in paragraph (b) of this section 2-221 are not paid within five (5) days of the licensee or permittee having notice or knowledge of the dishonor of the check, such provisional license shall be deemed null and void as of the date of such notice or knowledge.
(Ord. No. 275-90, 3-19-90)

Sec. 2-223. Reserved.
Sec. 2-224. Reserved.
Sec. 2-225. Reserved.
Sec. 2-226. Reserved.
Sec. 2-227. Reserved.
Sec. 2-228. Reserved.
Sec. 2-229. Reserved.

DIVISION 3. INTEREST

Sec. 2-230. Interest on debt.

Any person who fails to pay any fee or charge due the city pursuant to any section of this Code on or before the last date prescribed for payment shall be liable for interest on the fee or charge. The rate of interest shall be the maximum rate of interest established for that year by the state tax assessor for purposes of delinquent taxes and shall be calculated from the last date prescribed for payment.
(Ord. No. 275-90, 3-19-90)

Sec. 2-231. Reserved.
Sec. 2-232. Reserved.
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Sec. 2-298. Reserved.

Sec. 2-299. Reserved.
Sec. 2-300. Reserved.

**ARTICLE VII. PROCUREMENT AND CONTRACTING PROCEDURES;
SALE OR DISPOSAL OF REAL OR PERSONAL PROPERTY**

DIVISION 1. GENERAL

Sec. 2-301. Authority of Finance Director.

In addition to the duties described in § 2-17 of this chapter, the Director of Finance shall have direction and control over the purchasing of supplies, materials and/or services for the city and the several officers and boards thereof; and over the sale or disposal of real or personal property of the city. Said Director may delegate such of his or her responsibility and duties hereunder as he or she may deem fit and necessary. The provisions of division 2 shall apply to the City schools as provided in section 2-312 below. City and school compliance with this article will be subject to review through the annual audit process.

(Ord. No. 376-90, § 3, 6-6-90; Ord. No. 131-00, 12-18-00)

DIVISION 2. COMPETITIVE PROCESS FOR CONTRACTS

Sec. 2-302. Contracts; purchases.

(a) *City Council authorization.* All contracts for the management of city-owned facilities that require the management entity to invest in equipment or improvements to the facility, except contracts at the Portland International Jetport, shall be approved by the City Council.

All other contracts or purchases of supplies, materials or services, including contracts at the Portland International Jetport, shall be authorized by the City Council, unless they meet the conditions outlined herein for approval by the City Manager.

Members of the City Council or School Committee shall not participate in the process for competitive bidding or request for proposals set out in paragraphs (c) and (d) below.

(b) *Supplies, materials and/or services procurement.* The City Manager shall have the authority to award any bid and to execute any contract or approve any purchase for and in behalf of the City for supplies and/or materials to be furnished and/or services to be performed for the city, including without limitation professional consulting services, provided that:

(1) The Finance Director certifies that funds are available for

such procurement;

- (2) The bid is awarded and the contract or purchase executed as the result of a competitive process, which shall mean either by competitive bidding or request for proposals; and
- (3) Any firm awarded a city funded contract or contracts aggregating \$50,000 or more, for the construction of any buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, demolition, waterworks, airports, public schools, or any other structures upon which construction may be let to contract by the City, the awardee, including all sub-contractors, must:
 - a. compensate all employees on the project at no less than the wage rates and benefits determined pursuant to 26 M.R.S.A. §1306 or Portland City Ordinance Ch. 33, §33-1 to 33-12, whichever is greater;
 - b. require all workers employed on the project in construction work to complete, at a minimum, a time-paid 10-hour training course for safety established and/or approved by the United States Department of Labor, Occupational Safety and Health Administration prior to work on the project, where "construction work" has the same meaning as in 29 C.F.R. § 1926.32(g); and
 - c. employ on the project the following minimum number of apprentices, to the extent qualified apprentices are determined to be available in accordance with applicable rules adopted by the Maine Department of Labor as provided by Apprenticeship in Energy Facility Construction, 26 M.R.S. § 3501, where "apprentice" has the same meaning as in 26 M.R.S. § 3501, subsection 1:
 - i. for any contract awarded on or after January 1, 2021 and before January 1, 2023, a number equal to at least 10% of all persons employed on the project;
 - ii. for any contract awarded on or after January 1, 2023 and before January 1, 2025, a number equal to at least 17.5% of all persons employed on the project;
 - iii. for any contract awarded on or after January 1, 2025, a number equal to at least 25% of all persons employed on the project.

(c) *Competitive bidding.* Competitive bidding, as used herein, shall include, at a minimum, prior public notice of the procurement,

including publication in a newspaper of general circulation in the City, unless the Finance Director determines in a particular case that publication elsewhere would be reasonably expected to provide effective competition; solicitation of sealed bids based on identical specifications; and intent to award the bid to the lowest qualified and responsible bidder who meets the specifications.

(d) *Competitive request for proposal.* The request for proposal competitive process shall consist of the following:

- (1) *Request for proposals.* A request for proposals shall be issued identifying all significant evaluation factors, including price or cost, and their relative importance or weighting.
- (2) *Solicitation.* Proposals shall be solicited from an adequate number of qualified sources to permit reasonably competition consistent with the nature and requirement of the procurement. The request for proposals shall be published at a minimum in a newspaper of general circulation in the city, unless the Finance Director determines in a particular case that publication elsewhere would be reasonably expected to provide effective competition.
- (3) *Evaluation.* The Finance Director shall provide mechanisms for technical evaluation of the proposals received, determinations of qualified and responsible proposers for the purposes of further written or oral negotiations, and the selection for contract award. Said evaluation of proposals shall include a determination of compliance with the request for proposals and its evaluation factors. The evaluation process may include interviews with some or all of the proposers.
- (4) *Negotiations.* Negotiations may be undertaken with the qualified and responsible proposer(s) whose proposal(s) is determined to be most advantageous to the city, considering the price and the evaluation factors set forth in the request for proposals.
- (5) *Award.* The contract shall be awarded by the City Manager to the qualified and responsible proposer whose proposal and the result of the subsequent negotiations are determined by the City Manager to be in the best interest of the city.

(e) *Exceptions to required competitive process.* The requirement of a competitive process set forth in subsection (b) above may be waived by the City Manager, in his or her discretion, if one (1) or more of the following conditions are met, provided that all other provisions set forth in subsection (b) above are met, and the Finance

Director has certified that funds are available for such procurement:

- (1) Such procurement does not equal or exceed the aggregate sum of twenty-five thousand dollars (\$25,000.00) and the procurement is done in accordance with the Finance Director's rules for said procurement; or
- (2) The City Manager determines in writing that the procurement of such services, supplies and/or materials is of such an emergency nature that the requirements of a competitive process cannot be followed, in which event the Manager shall specify such efforts in aid of a competitive process which he or she determines to be feasible under the circumstances; or
- (3) In connection with any project funded or reimbursable by state or federal sources, such source requires a different procurement process to be followed and procurement is effected through or in accordance with such process; or
- (4) The procurement is through an award by any governmental entity or group of governmental entities, which award is the result of a competitive process by said entity or group; or through any public or private group purchasing program; or
- (5) There has been a competitive process but no bids or proposals were received or the City Manager determines that the bids or proposals received are unreasonable or in excess of the funds available for such procurement or not independently reached in open competition. In such cases, he or she may negotiate a contract if he or she determines:
 - a. That it is not feasible to re-solicit bids or proposals again; and
 - b. Each qualified and responsible bidder or proposer, if any, has been notified of the intention to negotiate with the bidders or proposers, starting with the lowest qualified bidder or proposer first and proceeding consecutively until a contract acceptable to the city is reached; or
- (6) The procurement is of computer equipment, investment services, appraisal services, repair parts, travel, transportation, island transportation, maintenance contracts and similar purchases to the extent specified by rule of the Director of Finance; or
- (7) The procurement is of legal services, including but not limited to lawyers, paralegals, court reporters and other persons necessary to provide legal services to the city, said

procurement to be after consultation with the corporation counsel; or

- (8) The procurement is of medical services, including but not limited to physicians, physician assistants, nurses and related medical or dental personnel; or other specialized professional services, needed for the administration of city programs.

- (9) The procurement is of used vehicles and equipment.

(Ord. No. 376-90, §3, 6-6-90; Ord. No. 244-93, § 3, 4-16-93; Ord. No. 142-96, 1-17-96; Ord. No. 131-00, 12-18-00; Ord. No.87-10/11, 12-6-10; By Referendum, 11-3-2020)

Sec. 2-303. Sole source.

Unless otherwise prohibited by applicable state or federal law, the City Manager may authorize a contract or purchase of supplies, materials and/or services in any amount without any competitive process if:

- (a) The Finance Director certifies that funds are available for said procurement; and
- (b) The City Manager makes a written finding that said supplier, contractor or consultant is the sole available source for said goods or services, and the basis for said finding.

(Ord. No. 376-90, §3, 6-6-90; Ord. No. 131-00, 12-18-00)

Sec. 2-304. Brand names.

Unless otherwise prohibited by applicable state or federal law, nothing herein shall prevent or prohibit the City from soliciting bids for supplies or materials on the basis of brand names so long as;

- (a) The Finance Director certifies that funds are available for said procurement;
- (b) The solicitation is approved in advance by the City Manager; and
- (c) The solicitation is in furtherance of a policy of standardization of such supplies or materials; and
- (d) The City Manager determines that there is a sufficient number of dealers in said brand-name supplies or materials in the area of the solicitation to provide a reasonable expectation of competition for the bid.

(Ord. No. 376-90, § 3, 6-6-90; Ord. No. 131-00, 12-18-00)

Sec. 2-305. Rights of the City.

The City Manager may waive any informality or irregularity in any bid or proposal received and shall have the right to reject any or all bids or proposals received for whatever reason he or she deems in the best interest of the City.

(Ord. No. 376-90, §3, 6-6-90; Ord. No. 131-00, 12-18-00)

Sec. 2-306. Rules and regulations.

(a) The Finance Director is authorized to issue rules and regulations which are not inconsistent with this article, which rules and regulations may include, but are not limited to, requirements for bid security, performance and payment bonds, insurance and payment practices.

(b) The Finance Director is further authorized to issue rules and regulations to govern purchases of supplies, materials and/or services of less than twenty-five thousand dollars (\$25,000.00), which rules may include, but not necessarily be limited to, a procedure for the solicitation of informal quotations for purchases of less than twenty-five thousand dollars (\$25,000.00) and for the City use of purchase orders.

(c) All rules and regulations promulgated hereunder shall be effective upon approval by the City Manager. A copy of all such rules and regulations shall be kept on file, at a minimum, in the office of the Finance Director.

(Ord. No. 376-90, § 3, 6-6-90; Ord. No. 131-00, 12-18-00; Ord. No. 87-10/11, 12-6-10)

Sec. 2-307. Termination for convenience.

Any contract executed or purchases awarded by the City Manager without council approval shall be subject to termination at the convenience of the City, with the City responsible only for the contractor's unpaid, unrecovered, or unrecoverable out-of-pocket costs for supplies, materials and/or services provided or amounts expended or incurred in reliance thereon prior to the effective date of such notice.

(Ord. No. 376-90, § 3, 6-6-90; Ord. No. 131-00, 12-18-00; Ord. No. 87-10/11, 12-6-10)

Sec. 2-308. Contractor or consultant qualifications.

(a) The City Manager or the Finance Director may inspect or inquire into the qualifications of any bidder or proposer to determine whether they are qualified and responsible bidders or proposers. The failure of any bidder or proposer to promptly supply information or submit to such inspection shall be grounds for a determination that the bidder or offeror is not a qualified and responsible bidder or proposer. The right to inspect shall include the plant or business of a contractor, consultant or any subcontractor or subconsultant under any procurement contract awarded or to be awarded by the city and the right to audit the books and records of any person seeking to become a

contractor, consultant or subcontractor or subconsultant under any procurement contract with the city. The City Manager or Finance Director may establish rules and regulations for the qualification or prequalification of bidders or proposers. Such rules and regulations may apply to any procurement methods as set forth in this section, or may be specifically promulgated for any particular procurement situation.

(b) In determining whether a bidder or proposer is a qualified and responsible bidder or proposer, in addition to price and compliance with all applicable bid specifications, the City Manager or Finance Director may consider:

- (1) The documented quality of performance of other contracts or services for the city or for others;
- (2) Whether the bidder or proposer can perform the contract or service within the time specified, without delay or interference;
- (3) The past and current compliance with City laws and ordinances;
- (4) Whether the bidder or proposer is current on its obligations to the City, including taxes, sewer assessments and any other City accounts receivable; and
- (5) The sufficiency of the manpower and financial resources of the bidder or proposer to perform the contract or provide the service.

(c) In addition to the foregoing determination, the Finance Director may disqualify a bidder or proposer from contracting with the city for a period of time, up to and including two years, for good cause shown. Such cause shall include, but not be limited to, the foregoing factors used for determining the qualifications of a bidder or proposer.

(Ord. No. 376-90, § 3, 6-6-90; Ord. No. 131-00, 12-18-00)

Sec. 2-309. Disqualification appeal procedure.

In the event of disqualification of any bidder or proposer under section 2-308(c) above, the affected party may appeal the disqualification as follows:

- (a) First, by filing a complaint, in writing or orally, with the Finance Director for an informal discussion of the basis of the disqualification by the city. Such complaint shall be filed within five (5) business days after the affected party had notice of the action taken by the city. Following such discussions, the Finance Director, or his or her designee,

shall provide the complaining party with a written decision on the complaint.

- (b) In the event the complaint is not resolved in step 1 above to the satisfaction of the complaining party, then such party may appeal the decision to the City Manager within five (5) business days of the Finance Director's decision. Within ten (10) business days thereafter, the City Manager shall each have the opportunity to be heard. The City Manager shall issue a written decision, which decision shall be final.

(Ord. No. 131-00, 12-18-00)

Sec. 2-310. No prohibition.

Nothing herein is intended, nor shall it be deemed, to prevent or prohibit the City Manager from requiring Council approval of any proposed City contract, purchase or lease should he or she choose to do so. Nothing in this article shall bind the City Council in its choice of a contractor or consultant including, but not limited to, the choice of an auditor pursuant to article VII, section 1 of the Charter.

(Ord. No. 376-90, § 3, 6-6-90; Ord. No. 131-00, 12-18-00)

Sec. 2-311. Applicability to schools.

(a) The procedures provided in this division shall apply to the procurement of supplies, materials and/or professional, consulting or other services for the City's schools, provided, however, that the Portland Superintending School Committee shall designate the person or persons within the school department to assume the authority of the Finance Director as provided herein.

(b) All reference to "City Manager" herein, when applied to school procurement, shall mean the superintendent of schools, unless another person within the school department is designated by order of the said school committee. All references to the "City Council" herein, when applied to school procurement, shall mean the said School Committee. All proposed rules and regulations to be issued by the responsible school department official under § 2-308 shall be submitted to the City's Finance Director for review and comment prior to their final adoption by the said School Department.

(Ord. No. 376-90, § 3, 6-6-90; Ord. No. 131-00, 12-18-00)

Sec. 2-312. Employment contracts.

Nothing herein shall be construed or required to apply to teaching or other employment contracts in which the relationship is that of employer-employee rather than that of independent contractor to the city or the school department.

(Ord. No. 376-90, § 3, 6-6-90; Ord. No. 131-00, 12-18-00)

DIVISION 3. SALE OR DISPOSAL OF REAL OR PERSONAL PROPERTY

Sec. 2-313. Sale or disposal of real or personal property.

(a) *Redemption of tax-acquired real property.*

- (1) Property acquired by the City by reason of delinquent property taxes or sewer user charges may be reconveyed to the person or persons from whom the property was acquired after the expiration of the statutory period for redemption, upon the following conditions:

The payment of the full amount of all taxes, sewer user charges, and other charges and assessments of any kind owed on all property located within the city, owned by the person seeking to redeem the property.

- (2) The City Manager may attach such further conditions as he or she may determine to be reasonable and appropriate for any reconveyance.
- (3) Nothing herein shall be construed to create any entitlement to reconveyance.

(b) *Real property.*

- (1) Subject to the provisions of section 2-313(a) above for redemption by the prior owner, the Finance Director shall promulgate rules and regulations for the review and disposition of all real property. Such properties may be offered for sale pursuant to said rules and regulations. All sales shall be subject to the approval of the City Council, except that the City Manager, upon review by the Finance Director, is authorized to sell:

a. Vacant lots that do not meet minimum lot size for construction and are less than five thousand dollars (\$5,000.00) in value as determined by the assessor;

b. Tax-acquired properties that are residential land or residential buildings containing no more than three units and having an assessed value of no more than four hundred thousand dollars (\$400,000.00), provided that such properties shall not be sold for less than the sum of:

i. All taxes and interest owed on the property and the amount of taxes and interest that would have been assessed had the property not been acquired by the city;

ii. The city's costs of the lien and foreclosure process;

iii. The city's costs of maintaining and disposing of the property, including, without limitation, attorneys' fees and marketing costs incurred in connection with the sale of the property;

iv. Unpaid sewer, water, storm water, or other charges and fees imposed by or incurred by the city; and

v. Any other costs incurred by the city related to the property; and

c. Such sales must be conducted in accordance with the City of Portland's Rules for the Disposition of City-Owned and Tax-Acquired Property and any other rules promulgated pursuant this section.

(2) All rules and regulations promulgated hereunder shall be effective upon approval by the City Manager, and a copy of all such rules and regulations shall be kept on file in the office of the Finance Director.

(3) Nothing herein shall limit or modify the discretion of the City Manager or the City Council to reject any sale or offer to purchase by any person should they deem it in the best interest of the City to do so.

(c) *Acceptance of certain licenses and easements.* The Finance Director, upon approval from the City Manager, shall have the authority to accept sewer and drainage easements, and licenses and easements for foundations, footings, awnings, overhangs and similar appurtenances to private developments on, above, or below the City property or the public way, and shall cause such easements and licenses, as necessary, to be recorded in the Cumberland County Registry of Deeds.

(d) *Personal property.* The Finance Director shall conduct all disposal of personal property determined by the City Manager to be surplus, such disposal to be either:

(1) By competitive bid;

(2) By competitive negotiation including, but not limited to, trading property, the value of any single piece of which does not exceed five thousand dollars (\$5,000.00);

(3) By public auction; or

(4) By discarding it as he or she determines to be in the best interest of the city, if he or she determines it to be of no

economic value.

(Ord. No. 376-90, § 3, 6-6-90; Ord. No. 244-93, § 3, 4-16-93; Ord. No. 142-96, 1-17-96; Ord. No. 131-00, 12-18-00; Ord. No. 191-15/16, 4-4-2016; Ord. No. 94-16/17, 12-5-2016)

Sec. 2-314. Leases of real and personal property.

All leases of real or personal property by or to the City shall be authorized by the City Council, except that the City Manager is authorized to execute such leases without City Council authorization if the following conditions are met:

- (a) The City Council has appropriated funds to pay the entire term of the lease; or
- (b) The lease is on a month-to-month basis or has a clause permitting the city to terminate for convenience upon no more than ninety (90) days notice with no further City obligation thereunder.

(Ord. No. 376-90, § 3, 6-6-90; Ord. No. 131-00, 12-18-00)

Sec. 2-315. Reserved.
Sec. 2-316. Reserved.
Sec. 2-317. Reserved.
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Sec. 2-399. Reserved.
Sec. 2-400. Reserved.

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ARTICLE VIII. EMERGENCY PREPAREDNESS

Sec. 2-401. Purpose.

It is the intent and purpose of this article to establish a bureau of emergency preparedness in compliance and in conformity with the provisions of Title 37-B, M.R.S.A., Section 781 et seq., to ensure the complete and efficient utilization of the city's facilities and resources to prevent, prepare and respond to all hazards, natural and manmade, that may occur in the City of Portland and the surrounding region.

(Ord. No. 377-90, 6-6-90; Ord. No. 293-04/05, 6-20-05)

Sec. 2-402. Definitions.

The following definitions shall apply in the interpretation of this article:

Bureau. "Bureau" shall mean the bureau of emergency preparedness as established by this article.

Disaster. "Disaster" means the occurrence or imminent threat of widespread or severe damage, injury or loss of life or property resulting from any natural or man-made cause including, but not limited to, fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination requiring emergency action to avert danger or damage, epidemic, air contamination, critical material shortage, infestation, explosion or riot.

Emergency preparedness. "emergency preparedness" means the preparation for and the carrying out of all emergency functions, other than functions for which military forces are primarily responsible, to minimize and repair injury and damage resulting from disasters or catastrophes caused by enemy attacks, sabotage, riots, terrorism or other hostile action, or by fire, flood, earthquake or other natural or man-made causes. These functions include, without limitation, firefighting, police, medical and health, emergency welfare, rescue, engineering, and communications services; evacuation of persons from stricken areas; allocation of critical materials in short supply;

emergency transportation; other activities related to civilian protection and other activities necessary to the preparation for the carrying out of these functions.

Emergency Preparedness Forces. "Emergency preparedness forces" shall mean the employees, equipment and facilities of all city departments, boards, institutions and commissions; and in addition, it shall include all volunteer persons, equipment and facilities contributed by or obtained from volunteer persons or agencies.

Fire Chief. "Fire Chief" means the Fire Chief of the City of Portland.

(Ord. No. 377-90, 6-6-90; Ord. No. 293-04/05, 6-20-05)

Sec. 2-403. Organization.

(a) The City Manager shall be responsible for the bureau's organization, administration and operation. The City Manager may employ such permanent or temporary employees as he or she deems necessary and prescribe their duties.

(b) The City Council shall review the existing operational organization to ascertain the bureau's ability to cope with its responsibilities and shall approve the city's emergency preparedness plan.

(Ord. No. 377-90, 6-6-90; Ord. 98-15/16, 11-16-2015)

Sec. 2-404. Appointment of Director of Bureau; duties and responsibilities

The City Manager or his or her designee shall be the Director of the Bureau, and shall coordinate the activities of all city departments, organizations and agencies for emergency preparedness within the city and maintain a liaison with other emergency preparedness agencies, public safety agencies, and have such additional duties as necessary.

(Ord. No. 377-90, 6-6-90; Ord. No. 293-04/05, 6-20-05; Ord. 98-15/16, 11-16-2015)

Sec. 2-405. Rules and regulations.

The Director of the Bureau shall prepare such policies as may be deemed necessary for the administration and operational requirements of the bureau, which policies must be approved by the City Council prior to becoming effective.

(Ord. No. 377-90, 6-6-90; Ord. No. 293-04/05, 6-20-05; Ord. 98-15/16, 11-16-2015)

Sec. 2-406. Emergency proclamation.

(a) The City Manager shall have the power and authority, after consultation with the Mayor, or City Council members in the Mayor's absence, to issue a proclamation that an emergency exists whenever a disaster or civil emergency exists or appears imminent. The proclamation may declare that an emergency exists in any or all

sections of the city. If the City Manager is temporarily absent from the City or otherwise unavailable, the Assistant City Manager may issue the proclamation that an emergency exists. If neither the City Manager nor the Assistant City Manager are available, then the following persons shall have the power and authority to issue a proclamation that an emergency exists, in the following order of succession: the Fire Chief; if unavailable, the Chief of Police; if unavailable, the Director of Public Works. A copy of such proclamation shall be filed within twenty-four (24) hours in the office of the City Clerk.

(b) Notwithstanding the above, when consultation with the Mayor would result in a substantial delay in an effective response in alleviating or preventing an emergency or disaster, the City Manager is authorized to take whatever actions are necessary to prevent the loss of life and property in the City.

(c) The City Manager as the Director of the Bureau shall be responsible for submitting a full report to the City Council of all actions taken as a result of the declared emergency as soon as the City Council can be convened.

(Ord. No. 377-90, 6-6-90; Ord. No. 293-04/05, 6-20-05; Ord. 98-15/16, 11-16-2015; Ord. No. 54-18/19, 9-5-2018)

Sec. 2-407. Termination of emergency.

(a) When the City Manager is satisfied that a disaster or civil emergency no longer exists, he or she shall terminate the emergency proclamation by another proclamation affecting the sections of the city covered by the original proclamation, or any part thereof. Said termination of emergency shall be filed in the office of the City Clerk.

(b) No state of emergency may continue for longer than five (5) days unless renewed by the City Council.

(Ord. No. 377-90, 6-6-90; Ord. No. 293-04/05, 6-20-05; Ord. 98-15/16, 11-16-2015)

Sec. 2-408. City Manager's duties and emergency powers.

(a) During any period when an emergency or disaster exists or appears imminent, the City Manager may promulgate such regulations as he or she deems necessary, and consistent with the purposes of this article, to protect life and property and to preserve critical resources. Such regulations may include, but are not limited to, the following:

- (1) Regulations prohibiting or restricting the movement of vehicles in areas within or without the city;
- (2) Regulations facilitating or restricting the movement of persons within the city;
- (3) Regulations pertaining to the movement of persons from hazardous areas within the city;

- (4) Such other regulations necessary to preserve public peace, health and safety.

Nothing in this section shall be construed to limit the authority or responsibility of any department to proceed under powers and authority granted to them by state statute, city ordinance or the charter of the city.

(b) The City Manager or his or her designee may order the evacuation of persons from hazardous areas within the city.

(c) The City Manager shall be authorized to request aid or assistance from the state or any political subdivision of the state and shall render assistance to other political subdivisions under the provisions of Title 37-B, M.R.S.

(d) The City Manager may obtain vital supplies, equipment and other items found lacking and needed for the protection of health, life and property.

(e) The provisions of this section will terminate at the end of the declared emergency.

(Ord. No. 377-90, 6-6-90; Ord. No. 293-04/05, 6-20-05; Ord. 98-15/16, 11-16-2015)

Sec. 2-409. Emergency operational plans.

The Director of the Bureau shall prepare an emergency operational plan for the city, which shall be submitted to the City Council for approval. The emergency plan shall reflect the use of the National Incident Management System (NIMS) as its primary command and control system for all city, county, state and federal agencies.

It shall be the responsibility of all municipal departments and agencies to perform the functions assigned and to maintain their portions of the plan in a current state of readiness. The city plan shall be reviewed periodically by the City Manager in conjunction with all city department heads by his or her authority as the Director of the Bureau.

(Ord. No. 377-90, 6-6-90; Ord. No. 293-04/05, 6-20-05; Ord. 98-15/16, 11-16-2015)

Sec. 2-410. Immunity from liability.

All members of emergency preparedness forces, while engaged in emergency preparedness activities, shall be immune from liability, as set forth in Title 37-B, Section M.R.S. § 822.

(Ord. No. 377-90, 6-6-90; Ord. No. 293-04/05, 6-20-05; Ord. 98-15/16, 11-16-2015)

Sec. 2-411. Compensation for injuries.

All members of emergency preparedness forces shall be deemed to be employees of the state when engaged in training or on duty and shall have all of the rights of state employees under the Workmen's Compensation Act, as set forth in Title 37-B, M.R.S. § 823.

(Ord. No. 377-90, 6-6-90; Ord. No. 293-04/05, 6-20-05; Ord. 98-15/16, 11-16-2015)

Sec. 2-412. Violation of regulations.

It shall be unlawful for any person to violate any provisions of this article or of the regulations or plans issued pursuant to the authority contained herein, or to obstruct, hinder or delay any member of the emergency preparedness organization as herein defined in the enforcement of the provisions of this article or any regulation or plan issued thereunder.

(Ord. No. 377-90, 6-6-90; Ord. No. 293-04/05, 6-20-05)

Sec. 2-413. Penalty.

Any person, firm or corporation violating any provision of this article or any rule or regulation promulgated thereunder, upon conviction thereof, shall be punished by a fine of not more than five hundred dollars (\$500.00) and the costs of prosecution.

(Ord. No. 377-90, 6-6-90)

Sec. 2-414. Severability.

Should any provision of this article be declared invalid for any reason, such declaration shall not affect the validity of other provisions, or of this article as a whole, it being the legislative intent that the provisions of this article shall be severable and remain valid notwithstanding such declaration.

(Ord. No. 377-90, 6-6-90)

Sec. 2-415. Conflicting ordinances, orders, rules and regulations suspended.

At all times when the orders, rules and regulations made and promulgated pursuant to this article shall be in effect, they shall supersede all existing ordinances, orders, rules and regulations, insofar as the latter may be inconsistent herewith.

(Ord. No. 377-90, 6-6-90)

Sec. 2-416. - 2-435. Reserved.

***Editor's Note:** Article IX, §§2-430--2-435 (Portland's Property Tax Relief Program) was repealed in its entirety due to the Law Court's decision on 2/20/04 finding this Article to be unconstitutional.

**ARTICLE X. EXEMPTION FROM VEHICLE EXCISE TAX FOR
CERTAIN MILITARY PERSONNEL**

Sec. 2-436. Definitions.

As used in this article, unless the context indicates otherwise, the following terms shall have the following meanings:

Deployed for military service or deployment mean active military duty with the state military forces, as defined in Maine Revised Statutes Title 37-B, Section 102, or the United States Armed Forces, including the National Guard and Reserves, whether pursuant to orders of the Governor or the President of the United States, when the duty assignment is in a combat theater or in an area where armed conflict is taking place.

Vehicle means a motor vehicle, mobile home, camper trailer, heavier-than-air aircraft or lighter-than-air aircraft. "Vehicle" does not include any snowmobiles as defined in Maine Revised Statutes, Title 12, Section 13001.

(Ord. No. 188-13/14, 4/7/2014)

Sec. 2-437. Exemption granted.

Pursuant to Maine Revised Statutes, Title 36, § 1483-A and as it may be amended from time to time, the City shall exempt from the annual excise tax imposed pursuant to Maine Revised Statutes, Title 36, Section 1482, vehicles owned by a Maine resident who is on active duty serving in the Armed Forces of the United States and who is permanently stationed at a military or naval post, station or base outside of the State of Maine or who is deployed for military service for more than 180 days. To apply for the exemption the resident must provide documentation as required pursuant to Maine Revised Statutes, Title 36, § 1483-A, to the Tax Collector or his or her designee and comply with any policies or rules imposed by the Maine Bureau of Motor Vehicles or Maine Revenue Services in relation to registration procedures or the collection of excise tax.

(Ord. No. 188-13/14, 4/7/2014)

Sec. 2-438-2-450. Reserved.

ARTICLE XI. PORTLAND SENIOR TAX EQUITY PROGRAM

____ State law reference(s) -- Tax credits, 36 M.R.S.A. Sec. 5219-KK; Maine Residents Property Tax Program, 36 M.R.S.A. Sec. 6201 et seq.; Municipal property tax assistance, 36 M.R.S.A. Sec. 6231 et seq.

Sec. 2-451. Definitions.

For purposes of this article, the following terms shall have the following meanings:

Applicant shall mean a person who files with the City an application for a benefit under the Program.

Director shall mean the Finance Director of the City of Portland or his or her designee.

Eligible applicant shall mean a person who is determined, after review of a complete application under this article, to be eligible for a Program Benefit under the terms of this article.

Homestead shall have the same meaning as in 36 M.R.S. § 5219-KK(1)(C), as it may be amended from time to time.

Program shall mean the Portland Senior Tax Equity Program established by this article.

Program Benefit shall mean the amount of the refund payment for which an eligible applicant is qualified as determined by the Director under this Article.

Program Fund shall mean a dedicated account into which funds for the Program that are appropriated by the City Council are placed.

State Program shall mean the Maine Property Tax Fairness Credit Program established by 36 M.R.S. § 5219-KK, as it may be amended from time to time.

Year shall mean January 1 through December 31.
(Ord. No. 75-17/18, 11-20-2017)

Sec. 2-452. Purpose of program; program description.

The purpose of this article is to establish a Program to provide property tax assistance to income-eligible persons at least sixty-two (62) years of age who have a homestead in the City of Portland and who qualify for a tax credit under the state program.
(Ord. No. 75-17/18, 11-20-2017; Ord. No. 59-21/22, 10-4-2021)

Sec. 2-453. Eligible applicant.

In order to be an eligible applicant for a benefit from the City under the Program, an applicant must demonstrate all of the following:

(a) The applicant must be 62 years of age or older and have a homestead in the City at the time of application.

(b) The applicant has received a tax credit under the state program for the prior year.
(Ord. No. 75-17/18, 11-20-2017; Ord. No. 59-21/22, 10-4-2021)

Sec. 2-454. Application and benefit payment.

In order to qualify for a benefit under the Program, applicants must submit an application between March 15 and May 15 relative to

the prior year's income tax for a benefit under this article. An application is required each year that an applicant desires to participate in the Program. The Director shall provide an application form for the Program, which shall include, at a minimum, the applicant's name, homestead address, and contact information. As part of the application, the applicant shall authorize the City to obtain documentation from Maine Revenue Services establishing the amount of the credit the applicant received under the state program.

The Program is based on the state program and relates to property taxes assessed and paid or rent paid in the preceding year. The Director shall review and determine if the application is complete and accurate and if the applicant is an eligible applicant. The Director's determinations as to whether an applicant is an eligible applicant and the amount of the applicant's program benefit shall be final.

(Ord. No. 75-17/18, 11-20-2017)

Sec. 2-455. Determination of eligibility; amount of program benefit.

If the Director determines that an applicant is an eligible applicant, the Director shall then determine the applicant's program benefit, which shall be the lesser of the following amounts:

(a) The amount of credit the applicant qualified for under the state program;

(b) Twelve hundred dollars (\$1,200.00); or

(c) A pro rata share of available monies in the Program fund based on the amount of each eligible applicant's credit under the state program.

For applications received in 2022 only the Director is authorized to double the program benefit, up to the amount of Fiscal Year 2022 property taxes due, for eligible applicants who own a homestead in the City and who qualify for the State of Maine property tax deferral program as outlined in *LD 1638 An Act To Help Seniors and Certain Persons with Disabilities Remain in Their Homes by Providing for the Deferral of Property Taxes*.

(Ord. No. 75-17/18, 11-20-2017; Ord. No. 59-21/22, 10-4-2021)

Sec. 2-456. Creation of program fund; limitation on payments.

Upon presentation of the budget to the City Council, the City Manager shall propose an appropriation of funds to support this program. In the event that the City Council fails to appropriate funds for the program, the Director may search for other available sources of funding to support approved applications. If there are insufficient funds in to pay any eligible applicant all or part of

the applicant's program benefit, the applicant's request for a benefit under the program will not carry over to the next year.
(Ord. No. 75-17/18, 11-20-2017; Ord. No. 59-21/22, 10-4-2021)

Sec. 2-457. Payments.

An eligible applicant shall be mailed a check for the program benefit within thirty days after the City receives satisfactory documentation that the applicant has received a tax credit under the state program for the prior year if they have no property taxes due. For eligible applicants who have property taxes due the payments will be directly applied to property taxes due.
(Ord. No. 75-17/18, 11-20-2017; Ord. No. 59-21/22, 10-4-2021)

Sec. 2-458. One eligible applicant per household.

Only one eligible applicant per homestead shall be entitled to payment under the Program each year. The right to file an application under this article is personal to the applicant and does not survive the applicant's death, but the right may be exercised on behalf of the applicant by the applicant's legal guardian or attorney-in-fact. If an applicant dies after having filed a timely and complete application that results in a determination that the applicant is eligible, the amount determined by the Director shall be disbursed to another member of the household as determined by the Director. If the applicant was the only member of a household, then no payment shall be made under the Program.
(Ord. No. 75-17/18, 11-20-2017)

Sec. 2-459. Effective date.

This ordinance shall apply to benefit applications filed with the City on or after March 15, 2019, for a benefit relative to the 2018 income tax year and subsequent income tax years.
(Ord. No. 75-17/18, 11-20-2017)

**AMENDMENT 1 TO ORDER 81-24/25
PREPARED BY CORPORATION COUNSEL
FOR COUNCILOR BULLETT
RE: CLIMATE ACTION TRUST**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

That Chapter 2 is hereby amended to read as follows:

ARTICLE XII. CLIMATE ACTION FUND*

...

Sec. 2-461. Establishment of the Climate Action Trust Fund.

The City Council hereby establishes a special revenue account under the name "City of Portland Climate Action Trust Fund." Deposits into the fund shall ~~may~~ include the following general fund revenue sources:

- (a) Proceeds from the sale of renewable energy credits (RECS) awarded to the City through its participation in City general fund projects resulting in the generation of electricity or thermal energy;
- (b) Funds appropriated to be deposited into the fund by vote of the City Council;
- (c) Voluntary contributions of money, sale proceeds, or other liquid assets to the fund;

...

Sec. 2-462. Eligible Expenditures

Eligible expenditures of funds deposited into the fund shall include:

- (a) Costs to operate the Sustainability Office including staff salaries, interns, public outreach and engagement, professional development, software

licenses or subscriptions, and other expenditures necessary to maintain the Office;

1. At no time shall the eligible expenditures on staff salaries exceed \$125,000.

- (b) Costs necessary to secure grants, including grant writing support and local match for grants that advance strategies in One Climate Future;

...

Sec. 2-464. Climate Action Trust Fund Annual Report.

Each fiscal year, the City Manager or a designee shall ~~may~~ communicate to members of the City Council or City Council subcommittee a summary report detailing the deposits into and funds drawn from the climate action trust.

**Note: The Amendments set forth above will be effective as of July 1, 2025.*

MEMORANDUM
City Council Agenda Item

FROM:

DATE: November 6, 2024

SUBJECT: Order 82-24/25 Amendment to Portland City Code Chapter 2 RE: Ethics Commission - Sponsored by Michael Goldman, Corporation Counsel

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: No

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

In the general election in November 2022, voters approved Ballot Question 8, which modified the Charter to require that the Council enact an ordinance that establishes an ethics commission. Once the commission has been established, Question 8 also requires the Council, with input from the commission, to also enact a code of ethics ordinance. The language in Question 8 was added to the Charter on July 1, 2023, and the Council is now charged with enacting the ethics commission ordinance. The Council held workshops to review the ethics commission ordinance on October 23, 2023, January 8, 2024, and March 11, 2024. Once established, the Ethics Commission will provide impartial oversight and render decisions and advisory opinions to ensure that standards of ethical conduct are observed by City and School Department elected and appointed officials and employees.

This item must be read on two separate days. It received its first reading on November 4. Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Amendment - Ethics Commission
2. Goldman memo to Council Ethics Commission Ordinance 103024
3. Memo to City Council 11-13-2024 (P2368275x9F873)

Prepared by:

Date: 11/06/2024

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**AMENDMENT TO PORTLAND CITY CODE
CHAPTER 2 RE: ETHICS COMMISSION**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORTLAND,
MAINE IN CITY COUNCIL ASSEMBLED AS FOLLOWS:**

1. *That Sections 2-33 and 2-430 of the Portland City Code
Chapter 2 are hereby amended to read as follows:*

Art. I. In General, §§ 2-1 -- 2-15

Art. II. Officers, §§ 2-16--2-30

Div. 1. Generally, §§2-16-2-20

Div. 2. Prohibition on Immigration Status Checks §§2-21-2-30

Art. III. Boards, Commissions, Committees, etc., §§ 2-31--2-40

Art. III-A. Portland Land Bank Commission; Fund, §§ 2-41-2-45

Art. IV. Civil Service, §§ 2-46--2-90

Div. 1. Generally, §§ 2-46

Div. 2. Civil Service Commission, §§ 2-47--2-57

Div. 3. Employment Subcommittee, §§ 2-58-2-75

Div. 4. Police Citizen Review Subcommittee, §§ 2-76-2-90

Art. V. Employee Benefits, §§ 2-91--2-200

Div. 1. Generally, §§ 2-91--2-100

Div. 2. Retirement, §§ 2-101--2-200

Art. VI. Funds Due to City, §§ 2-201--2-300

Div. 1. Generally, §§ 2-201--2-220

Div. 2. Provisional Payments, §§ 2-221--2-229

Div. 3. Interest, §§ 2-230--2-300

Art. VII. Procurement and Contracting Procedures, §§ 2-301--2-400

Div. 1. Generally, § 2-301

Div. 2. Competitive Process for Contracts, §§ 2-302-2-312

Div. 3. Sale or Disposal of Real or Personal Property §§ 2-
313-2-400

Art. VIII. Civil Emergency Preparedness, §§ 2-401--2-415

Art. IX. Ethics Commission, §§ 2-430

**Art. X. Exemption from Vehicle Excise Tax for Certain Military
Personnel, §§ 2-436--2-450**

Art. XI. Portland Senior Tax Equity Program, §§ 2-451--2-459

...

Sec. 2-33. Applicability.

(a) The above limitation on terms shall apply to the following boards and commissions:

- (1) Board of appeals;
- (2) Board of assessment review;
- (3) Reserved;
- (4) Cable television committee (CATV);
- (5) Civil service commission employment subcommittee;
- (6) Civil service commission police citizen review subcommittee;
- (7) Community development block grant allocation committee;
- (8) Friends of the park;
- (9) Historic preservation committee;
- (10) Land bank commission;
- (11) Planning board;
- (12) Portland public art committee; and
- ~~(12)~~ (13) Ethics Commission.

...

Sec. 2-416. - 2-429. ~~2-435.~~ Reserved.

Sec. 2-430. Ethics Commission.

a. Purpose. The Ethics Commission shall provide impartial oversight and render decisions and advisory opinions to ensure that standards of ethical conduct are observed by City and School Department elected and appointed officials and employees. The Ethics Commission shall be an independent body, free from interference from any City and School Department elected and

appointed officials and employees. The Ethics Commission may request funding from the city council for independent investigations, legal services, staffing, or other demands pertinent to its mission.

b. *Composition.* There shall be an Ethics Commission composed of seven (7) members. All members shall be appointed to fill at-large seats, and may reside in any part of the City. For the initial appointment of Commission members set out in (c) below, at least three (3) members shall be appointed, to terms of one (1), two (2), and three (3) years, from a list of recommended qualifying individuals submitted to the City Council by the School Board, provided that the list contains at least three qualified individuals.

c. *Appointment; Terms.* For the initial members of the Ethics Commission, two members shall be appointed by the City Council for a term of one (1) year, two members shall be appointed for a term of two (2) years, and three members shall be appointed for a term of three (3) years. Thereafter, the City Council shall appoint members for terms of three (3) years. Such members shall serve until their successors are duly appointed and qualified. Any School Board-recommended members whose terms expire shall be replaced by a School Board-recommended appointee, provided that the School Board provides the City Council with a list of recommended qualifying individuals that contains a sufficient number of individuals to fill the vacancies.

d. *Qualifications.* Members of the Ethics Commission shall be legal residents of the City, having resided in the city for a period of at least three (3) months prior to the members appointment. Elected City officials, elected School Department officials, candidates for any City or School Department elected office, City employees, School Department employees, and their immediate family members are not eligible to be appointed as members of the Ethics Commission.

e. *Vacancies.* Permanent vacancies on the Ethics Commission shall be filled by the City Council in the same manner as other appointments hereunder for the unexpired term of the former member.

f. *Removal of Members.* Any member of the Ethics Commission may be removed for cause by the City Council at any time; provided, however, that before any such removal, such

member shall be given an opportunity to be heard in their own defense at a public hearing.

g. Compensation. Members of the Ethics Commission shall serve without compensation.

h. Meeting frequency; chair; secretary; minutes, public records. The Ethics Commission shall meet as needed, but no less than annually. The members of the Ethics Commission shall annually elect one (1) of their members as chair to preside at all meeting and hearings and to fulfill the customary functions of that office. The members of the Ethics Commission also shall annually elect one (1) of their members as secretary to keep the minutes of the proceedings of the Ethics Commission, showing the vote of each member on every question, or their absence or failure to vote, and to file the same with the City Clerk, who shall maintain the permanent records and decisions of all board meetings, hearings and proceedings, and all correspondence of the Ethics Commission, as required by statute, and to fulfill the customary functions of that office. Except as otherwise provided by State law, such records shall be public records open to inspection during working hours upon reasonable notice.

i. Quorum and Necessary Vote. No business shall be transacted by the Ethics Commission without a quorum, consisting of four (4) members being present. The Ethics Commission shall act by a majority of members present and voting.

j. Conflicts. No member of the Ethics Commission shall participate in the hearing or disposition of any matter in which the member has an interest. Any question of whether a member has a conflict of interest sufficient for a member to be recused shall be decided by a majority vote of the members present, except the member whose possible conflict is being examined. Where such vote results in a tie, the subject member shall be recused from the matter.

k. Duties. In addition to the jurisdiction conferred on it by other sections of this Article and in accordance therewith, the Ethics Commission shall undertake the following duties:

1. Prepare and recommend a Code of Ethics ordinance to the City Council for enactment. The City Council shall, with the recommendation of the Ethics Commission, enact and maintain a Code of Ethics

ordinance defining the code of ethical conduct for City and School Department elected and appointed officials and employees as required by the City Charter.

2. Review the Ethics Commission and Code of Ethics ordinances not less than once every three (3) years and make recommendations for any amendments to the City Council;
3. Hear complaints and render written decisions with findings of fact regarding alleged violations of the City's Code of Ethics ordinance, except that complaints regarding City or School Department employees' ongoing or prior alleged violations or misconduct shall be referred without Commission investigation or action to the City Manager or Superintendent, as applicable, for appropriate action under the City's or School Department's personnel policies and/or collective bargaining agreements;
4. Hear and render advisory opinions regarding questions of prospective application of the City's Code of Ethics ordinance;
5. Hear and render advisory opinions regarding questions of the requester's compliance with the City Charter as it relates to the City's Code of Ethics ordinance;
6. Hear and render advisory opinions regarding adherence to City Council, City board and commission, and School Board ethics rules and procedures as they relate to the City's Code of Ethics ordinance;
7. On receipt of a request from a majority of the City Council, any City board or commission, or the School Board procure a second legal opinion from outside legal counsel; and
8. Design and oversee evaluations of the City's ethics program, composed of the Code of Ethics Ordinance, the Ethic's Commission's bylaws and policies, and their administration and make recommendations to the City Council and School Board regarding such ethics program.

1. Appointment of Accountability Officer. The Ethics Commission may recommend that the City Council appoint an Accountability Officer and fund that position pursuant to Article VIII, Section 1-A(c) of the City Charter. The Accountability Officer shall report directly to the City Manager.

m. Meetings, Hearings, and Procedures.

1. Regular meetings of the Ethics Commission shall be held at the call of the chair or as provided by the rules of the Ethics Commission. Special meetings of the Ethics Commission shall be called by the chair, at the request of any three members of the Commission, or at the request of the City Council. Except as otherwise provided by State and federal law, all meetings and hearings of the Commission shall be open to the public.
2. The Ethics Commission shall adopt its own rules of procedure for the conduct of its business not inconsistent with the statutes of the State of Maine and this Section. Such rules shall be subject to City Council approval and then filed with the secretary and with the City Clerk. Any rule so adopted which relates to the conduct of hearings, and which is not required by federal or state law or by this Section may be waived by the Commission upon good cause being shown.
3. Conflicts. No member of the Ethics Commission shall participate in the hearing or disposition of any matter in which they have a direct or indirect pecuniary interest, as defined by 30-A M.R.S. §2605, as amended, common law, the Code of Ethics, or the Charter.

n. Complaints; Advisory Opinion Requests; Filing with City Clerk; Public Hearings.

1. Filing with City Clerk. Except as provided in (n) (4) below, complaints alleging violations of the Code of Ethics ordinance and requests for advisory opinions, permitted by this Section, shall be filed with the City Clerk pursuant to this Subsection 1 and Subsection 2 below. Corporation Counsel's office or, as applicable, counsel for the School Department, shall review all Complaints and requests for advisory

opinions to determine the level of confidentiality needed pursuant to Subsection 8 below. The City Clerk shall then alert the chair of the Ethics Commission of the filing and shall acknowledge in writing to the complainant or requester the Ethics Commission's receipt of a complaint or request for advisory opinion.

2. Complaints. Complaints under (k) (3) above alleging violation of the City's Code of Ethics Ordinance may be filed by any City or School Department official or employee, or resident of the city, by the Accountability Officer, or may be initiated by a majority of the membership of the Ethics Commission, in accordance with the process set out herein, provided that complaints regarding City or School Department employees' ongoing or prior alleged violations or misconduct shall be referred without Commission investigation or action to the City or School Department for appropriate action under State law, its personnel policies and/or collective bargaining agreements as set forth in (n) (4) below.

3. Advisory Opinion Requests. Requests for advisory opinions under (k) (4), (5), or (6) above may only be made by an official or employee of the City or School Department and must be made in accordance with the process set out herein. The requester seeking an advisory opinion under (k) (4), (5), or (6) shall first submit a general written statement to the City Clerk describing the nature of the matter. The City Clerk shall then forward the general written statement to Corporation Counsel who shall (1) render an initial opinion and provide it to the requester, or (2) if Corporation Counsel determines that the opinion requested is of such a novel and unique question of fact or law as to need an advisory opinion from the Ethics Commission, refer the matter to the Ethics Commission, which shall review the matter at its next available public hearing and render an advisory opinion thereafter. If Corporation Counsel renders an initial opinion, and, after reviewing that opinion, the requester would like the Ethics Commission to also consider the matter, the requester shall submit its written statement and a copy of Corporation Counsel's initial opinion to the

Ethics Commission, which shall review the matter at its next available public hearing and render an advisory opinion thereafter. Notwithstanding anything to the contrary above, if the requester is a School Department official or employee seeking advisory opinions under this paragraph, the City Clerk shall submit the general written statement to the School Department's counsel, rather than to Corporation Counsel, who shall render an initial opinion or make a determination using the same procedure as is used by Corporation Counsel in (1) and (2) above.

4. Personnel Matters. The City Clerk shall redirect all complaints about or advisory opinions concerning City or School Department employees to the City Manager, Superintendent or other authorized individual as stipulated under State law and the City's or School Department's personnel policies and/or collective bargaining agreements. Such complaints and advisory opinions shall not be read, reviewed, or further processed by the City Clerk, the Ethics Commission, or anyone other than the individuals so authorized.
5. Reserved.
6. Hearings. Within 14 days after the City Clerk's receipt of a complaint or a request for an advisory opinion not redirected pursuant to (n)(4) above, the Chair shall set the date, time, and place of a hearing on complaints and on requests for advisory opinions, advertised and conducted by the Ethics Commission as required by various State and federal laws pursuant to which matters are brought before the Ethics Commission. The hearing, which may be conducted in executive session, shall be conducted in accordance with relevant State and federal law, the City Code, and the rules of the Ethics Commission.
7. Dismissal of certain complaints and advisory opinion requests. If the Ethics Commission finds any complaint or advisory opinion request filed with it to have been based upon allegations it determines to be frivolous, scurrilous, libelous, unsubstantiated, unfounded, of nuisance, or with malice, it may so determine and may dismiss the complaint without

deciding the merits of the complaint and may dismiss the advisory opinion request without issuing an opinion.

8. This Section and the Ethics Commission complaint and advisory opinion process shall protect the identity and rights of complainants, requesters, whistleblowers, and persons complained against in accordance with and as required by all State and federal laws, regulations, codes, municipal ordinances, and policies, including but not limited to the Maine Freedom of Access Act, the Maine Whistleblowers' Act, and the City of Portland's and the School Department's personnel policies.
9. The Ethics Commission shall refer any complaint alleging corruption, fraud, or abuse of a criminal nature to the appropriate law enforcement agency.
10. City Clerk Report. The City Clerk shall compile a master list of all complaints and requests for advisory opinions filed with the City Clerk's office. Such list shall not include complaints or advisory requests redirected pursuant to (n)(4) above, and shall be redacted to protect the identity and rights of complainants, requesters, whistleblowers, and persons complained against in accordance with and as required by all State and federal laws, regulations, codes, municipal ordinances, and policies, including but not limited to the Maine Freedom of Access Act, the Maine Whistleblowers' Act, and the City of Portland and School Department's personnel policies. Such report shall initially be given to the chair of the Ethics Commission on a monthly basis, but may be reduced to quarterly at the request of the chair. The chair of the Ethics Commission shall share the report with the rest of the Ethics Commission at its next regularly scheduled meeting.

o. Decisions and Record.

1. The Ethics Commission shall decide the complaint or request for an advisory opinion within 30 days after the closing of the hearing unless the complainant and persons complained against agree, or the requester agrees, in writing to extension of that time period.

2. Every Ethics Commission decision on a complaint or advisory opinion shall be in writing and every decision on a complaint shall include findings of fact and conclusions of law.

3. The City Clerk shall mail notice of any decision or advisory opinion of the Ethics Commission to the complainant or requester, and any designated interested parties, within seven (7) days of such decision or opinion.

4. The minutes of the Ethics Commission meetings and hearings; the meeting and hearing transcripts, if these are made; all exhibits, papers, complaints, applications, and requests filed in any proceeding before the Ethics Commission; and the written decision or opinion of the Commission shall constitute the record.

p. Appeals to Superior Court. An appeal from any final decision of the Ethics Commission on complaints under (k) (3) above may be taken by any aggrieved party or by any authorized officer or agent of the City or School Department to the Superior Court in accordance with Rule 80B of the Maine Rules of Civil Procedure.

q. Violations of the Code of Ethics. Violations of the Code of Ethics ordinance shall be addressed as set out in that ordinance, provided, however, that the Mayor, any City Councilor or School Board member found by the Ethics Commission to be in violation of or to have violated the Code of Ethics ordinance may only be reprimanded or censured by the City Council or School Board, as applicable, after notice and hearing conducted by the City Council or School Board, as applicable.

r. Severability. The provisions of this Section and each of its sections, subsections, paragraphs, subparagraphs, sentences and clauses are severable. In the event that any such provision is held to be invalid or unenforceable by any judicial or administrative tribunal, it is the intent of the governing body that all other provisions thereof shall remain in full force and effect.

s. Effective date. This Section shall go into effect on _____, 2024 (30 days after passage).

Office of Corporation Counsel
Michael Goldman, *Acting Corporation Counsel*
Amy R. McNally, *Associate Corporation Counsel*
Nicole M. Albert, *Associate Corporation Counsel*
Rachel L. Millette, *Associate Corporation Counsel*
Avery A. Dandreta, *Associate Corporation Counsel*



MEMORANDUM

To: Mayor Dion and Members of the City Council

From: Michael Goldman, Corporation Counsel

Date: October 30, 2024

Subject: Ethics Commission Ordinance

In the general election in November 2022, voters approved Ballot Question 8, which modified the Charter to require that the Council enact an ordinance that establishes an ethics commission. Once the commission has been established, Question 8 also requires the Council, with input from the commission, to enact a code of ethics ordinance. The language in Question 8 was added to the Charter on July 1, 2023, and the Council is now charged with enacting the ethics commission ordinance. The Council held workshops to review the ethics commission ordinance on October 23, 2023, January 8, 2024, and March 11, 2024.

In anticipation of the City Council's meeting on Monday, November 18, 2024, I have attached the following:

- A draft of the proposed ethics commission ordinance with the most recent changes tracked against the draft that the Council reviewed at the March 11, 2024 workshop (Attachment A); and
- City Charter, Article VIII, Section 1-A - Ethics Commission and Code of Ethics (Attachment B).

Please review the attached documents and feel free to reach out to me directly if you have any questions before the Council's meeting on November 18. Attorney Jim Katsiaficas, who drafted the ordinance with the Council's input throughout the workshop process, will be available at the November 18 meeting to discuss the ordinance and answer any questions that you might have.

ATTACHMENT A

City of Portland
Code of Ordinances
Sec. 2-425

Administration
Chapter 2

ARTICLE IX ETHICS COMMISSION

Section 1. Chapter 2, Article III, Sec. 2-33 is amended to read:

Sec. 2-33. Applicability.

(a) The above limitation on terms shall apply to the following boards and commissions:

- (1) Board of appeals;
- (2) Board of assessment review;
- (3) Reserved;
- (4) Cable television committee (CATV);
- (5) Civil service commission employment subcommittee;
- (6) Civil service commission police citizen review subcommittee;
- (7) Community development block grant allocation committee;
- (8) Friends of the park;
- (9) Historic preservation committee;
- (10) Land bank commission;
- (11) Planning board;
- (12) Portland public art committee; and
- (13) Ethics Commission.

Section 2. Article IX is amended by the addition of Chapter 2, Sec. 2-430 to read:

Sec. 2-430. Ethics Commission.

a. *Purpose.* The Ethics Commission shall provide impartial oversight and render decisions and advisory opinions to ensure that standards of ethical conduct are observed by City and School Department elected and appointed officials and employees. The Ethics Commission shall be an independent body, free from interference from any City and School Department elected and appointed officials and employees. The Ethics Commission may request funding from the city council for independent investigations, legal services, staffing, or other demands pertinent to its mission.

b. *Composition.* There shall be an Ethics Commission composed of seven (7) members. All members shall be appointed to fill at-large seats, and may reside in any part of the City. For the initial appointment of Commission members set out in (c) below, at least three (3) members shall be appointed, to terms of one (1), two (2), and three (3) years, from a list of recommended qualifying individuals submitted to the City Council by the School Board, provided that the list contains at least three qualified individuals.

c. *Appointment; Terms.* For the initial members of the Ethics Commission, two members shall be appointed by the City Council for a term of one (1) year, two members shall be appointed for a term of two (2) years, and three members shall be appointed for a term of three (3) years. Thereafter, the City Council shall appoint members for terms of three (3) years. Such members shall serve until their successors are duly appointed and qualified. Any School Board-recommended members whose terms expire shall be replaced by a School Board-recommended appointee, provided that the School Board provides the City Council with a list of recommended qualifying individuals that contains a sufficient number of individuals to fill the vacancies.

d. *Qualifications.* Members of the Ethics Commission shall be legal residents of the City, having resided in the city for a period of at least three (3) months prior to the members appointment. Elected City officials, elected School Department officials, candidates for any City or School Department elected office, City employees, ~~s~~School ~~d~~Department employees, and their immediate family members are not eligible to be appointed as members of the Ethics Commission.

e. *Vacancies.* Permanent vacancies on the Ethics Commission shall be filled by the City Council in the same manner as other appointments hereunder for the unexpired term of the former member.

f. *Removal of Members.* Any member of the Ethics Commission may be removed for cause by the City Council at any time; provided, however, that before any such removal, such member shall be given an opportunity to be heard in their own defense at a public hearing.

g. *Compensation.* Members of the Ethics Commission shall serve without compensation.

h. *Meeting frequency; chair; secretary; minutes, public records.* The Ethics Commission shall meet as needed, but no less than annually. The members of the Ethics Commission shall annually elect one (1) of their members as chair to preside at all meeting and hearings and to fulfill the customary functions of that office. The members of the Ethics Commission also shall annually elect one (1) of their members as secretary to keep the minutes of the proceedings of the Ethics Commission, showing the vote of each member on every question, or their absence or failure to vote, and to file the same with the City Clerk, who shall maintain the permanent records and decisions of all board meetings, hearings and proceedings, and all correspondence of the Ethics Commission, as required by statute, and to fulfill the customary functions of that office. Except as otherwise provided by State law, such records shall be public records open to inspection during working hours upon reasonable notice.

i. *Quorum and Necessary Vote.* No business shall be transacted by the Ethics Commission without a quorum, consisting of four (4) members being present. The Ethics Commission shall act by a majority of members present and voting.

j. *Conflicts.* No member of the Ethics Commission shall participate in the hearing or disposition of any matter in which the member has an interest. Any question of whether a member has a conflict of interest sufficient for a member to be recused shall be decided by a majority vote of the members present, except the member whose possible conflict is being examined.

Where such vote results in a tie, the subject member shall be recused from the matter.

k. *Duties.* In addition to the jurisdiction conferred on it by other sections of this Article and in accordance therewith, the Ethics Commission shall undertake the following duties:

1. Prepare and recommend a Code of Ethics ordinance to the City Council for enactment. The City Council shall, with the recommendation of the Ethics Commission, enact and maintain a Code of Ethics ordinance defining the code of ethical conduct for City and School Department elected and appointed officials and employees as required by the City Charter.
2. Review the Ethics Commission and Code of Ethics ordinances not less than once every three (3) years and make recommendations for any amendments to the City Council;
3. Hear complaints and render written decisions with findings of fact regarding alleged violations of the City's Code of Ethics ordinance, except that complaints regarding City or ~~s~~S~~chool~~ ~~d~~e~~partment~~ employees' ongoing or prior alleged violations or misconduct shall be referred without Commission investigation or action to the City Manager or Superintendent, as applicable, for appropriate action under the City's or School Department's personnel policies and/or collective bargaining agreements;
4. Hear and render advisory opinions regarding questions of prospective application of the City's Code of Ethics ordinance;
5. Hear and render advisory opinions regarding questions of the requester's compliance with the City Charter as it relates to the City's Code of Ethics ordinance;
6. Hear and render advisory opinions regarding adherence to City Council, City board and commission, and School Board ethics rules and procedures as they relate to the City's Code of Ethics ordinance;

7. On receipt of a request from a majority of the City Council, any City board or commission, or the School Board procure a second legal opinion from outside legal counsel; and
8. Design and oversee evaluations of the City's ethics program, ~~s regarding compliance with~~ composed of the Code of Ethics Ordinance, the Ethics Commission's bylaws and policies, and their administration and make recommendations to the City Council and School Board regarding such ethics programs.

1. *Appointment of Accountability Officer.* The Ethics Commission may recommend that the City Council appoint an Accountability Officer and fund that position pursuant to Article VIII, Section 1-A(c) of the City Charter. The Accountability Officer shall report directly to the City Manager.

m. *Meetings, Hearings, and Procedures.*

1. Regular meetings of the Ethics Commission shall be held at the call of the chair or as provided by the rules of the Ethics Commission. Special meetings of the Ethics Commission shall be called by the chair, at the request of any three members of the Commission, or at the request of the City Council. Except as otherwise provided by State and federal law, all meetings and hearings of the Commission shall be open to the public.
2. The Ethics Commission shall adopt its own rules of procedure for the conduct of its business not inconsistent with the statutes of the State of Maine and this Section. Such rules shall be subject to City Council approval and then filed with the secretary and with the City Clerk. Any rule so adopted which relates to the conduct of hearings, and which is not required by federal or state law or by this Section may be waived by the Commission upon good cause being shown.
3. Conflicts. No member of the Ethics Commission shall participate in the hearing or disposition of any matter in which they have ana direct or indirect pecuniary

interest, as defined by 30-A M.R.S. §2605, as amended, common law, the Code of Ethics, or the Charter.

n. *Complaints; Advisory Opinion Requests; Filing with City Clerk; Public Hearings; ~~Decision~~.*

1. Filing with City Clerk. Except as provided in (n) (4) below, ~~C~~omplaints alleging violations of the Code of Ethics ordinance and requests for advisory opinions, permitted by this Section, shall be filed with the City Clerk pursuant to this Subsection 1 and Subsection 2 below. Corporation Counsel's office or, as applicable, counsel for the School Department, shall review all Complaints and requests for advisory opinions to determine the level of confidentiality needed pursuant to Subsection 8 below. The City Clerk shall then alert the chair of the Ethics Commission of the filing and shall acknowledge in writing to the complainant or requester the Ethics Commission's receipt of a complaint or request for advisory opinion.
2. Complaints. Complaints under (k) (3) above alleging violation of the City's Code of Ethics Ordinance may be filed by any City or School Department official, ~~or~~ or employee, or resident of the city, by the Accountability Officer, or may be initiated by a majority of the membership of the Ethics Commission, in accordance with the process set out herein, provided that complaints regarding City or ~~S~~School ~~d~~Department employees' ongoing or prior alleged violations or misconduct shall be referred without Commission investigation or action to the City or ~~S~~School ~~d~~Department for appropriate action under State law, its personnel policies and/or collective bargaining agreements as set forth in (n) (4) below.
3. Advisory Opinion Requests. Requests for advisory opinions under (k) (4), (5), or (6) above may only be made by an official or employee of the City or ~~S~~School ~~d~~Department and must be made in accordance with the process set out herein. The requester seeking an advisory opinion under (k) (4), (5), or (6) shall first submit a general written statement to the City Clerk

describing the nature of the matter. The City Clerk shall then forward the general written statement to Corporation Counsel who shall (1) render an initial opinion and provide it to the requester, or (2) if Corporation Counsel determines that the opinion requested is of such a novel and unique question of fact or law as to need an advisory opinion from the Ethics Commission, refer the matter to the Ethics Commission, which shall review the matter at its next available public hearing and render an advisory opinion thereafter. If Corporation Counsel renders an initial opinion, and, after reviewing that opinion, the requester would like the Ethics Commission to also consider the matter, the requester shall submit its written statement and a copy of Corporation Counsel's initial opinion to the Ethics Commission, which shall review the matter at its next available public hearing and render an advisory opinion thereafter.

Notwithstanding anything to the contrary above, if the requester is a ~~s~~School ~~d~~Department official or employee seeking advisory opinions under this paragraph, the City Clerk shall submit the general written statement to the ~~s~~School ~~d~~Department's counsel, rather than to Corporation Counsel, who shall render an initial opinion or make a determination using the same procedure as is used by Corporation Counsel in (1) and (2) above.

4. Personnel Matters. The City Clerk, ~~in consultation with Corporation Counsel,~~ shall ~~forward-redirect~~ all complaints about ~~or advisory opinions concerning~~ City or ~~s~~School ~~d~~Department employees ~~directly~~ to the City Manager, Superintendent or other authorized individual as stipulated under State law and the City's or School Department's personnel policies and/or collective bargaining agreements. Such complaints and advisory opinions shall not be read, reviewed, or further processed by the City Clerk, the Ethics Commission, or anyone other than the individuals so authorized.
5. Reserved.

6. ~~Public~~Hearings. Within 14 days after the City Clerk's receipt of a complaint or a request for an advisory opinion not redirected pursuant to (n)(4) above, the Chair shall set the date, time, and place of a ~~public~~ hearing on complaints and on requests for advisory opinions, advertised and conducted by the Ethics Commission as required by various State and federal laws pursuant to which matters are brought before the Ethics Commission. The ~~public~~ hearing, which may be conducted in executive session, shall be conducted in accordance with relevant State and federal law, the City Code, and the rules of the Ethics Commission.
7. Dismissal of certain complaints and advisory opinion requests. If the Ethics Commission finds any complaint or advisory opinion request filed with it to have been based upon allegations it determines to be frivolous, scurrilous, libelous, unsubstantiated, unfounded, of nuisance, or with malice, it may so determine and may dismiss the complaint without deciding the merits of the complaint and may dismiss the advisory opinion request without issuing an opinion.
8. This Section and the Ethics Commission complaint and advisory opinion process shall protect the identity and rights of complainants, requesters, whistleblowers, and persons complained against in accordance with and as required by all State and federal laws, regulations, codes, municipal ordinances, and policies, including but not limited to the Maine Freedom of Access Act, the Maine Whistleblowers' Act, and the City of Portland's and the School Department's personnel policies.
9. The Ethics Commission shall refer any complaint alleging corruption, fraud, or abuse of a criminal nature to the appropriate law enforcement agency.
10. City Clerk Report. The City Clerk shall compile a master list of all complaints and requests for advisory opinions filed with the City Clerk's office. Such list shall not include complaints or advisory requests redirected pursuant to (n)(4) above, and shall be redacted to protect the identity and rights of

complainants, requesters, whistleblowers, and persons complained against in accordance with and as required by all State and federal laws, regulations, codes, municipal ordinances, and policies, including but not limited to the Maine Freedom of Access Act, the Maine Whistleblowers' Act, and the City of Portland and School Department's personnel policies. Such report shall initially be given to the chair of the Ethics Commission on a monthly basis, but may be reduced to quarterly at the request of the chair. The chair of the Ethics Commission shall share the report with the rest of the Ethics Commission at its next regularly scheduled meeting.

o. *Decisions and Record.*

1. The Ethics Commission shall decide the complaint or request for an advisory opinion within 30 days after the closing of the ~~public~~ hearing unless the complainant and persons complained against agree, or the requester agrees, in writing to extension of that time period.
2. Every Ethics Commission decision on a complaint or ~~request for~~ advisory opinion shall be in writing and every decision on a complaint shall include findings of fact and conclusions of law.
3. The City Clerk shall mail notice of any decision or advisory opinion of the Ethics Commission to the complainant or requester, and any designated interested parties, within seven (7) days of such decision or opinion.
4. The minutes of the Ethics Commission meetings and hearings; the meeting and hearing transcripts, if these are made; all exhibits, papers, complaints, applications, and requests filed in any proceeding before the Ethics Commission; and the written decision or opinion of the Commission shall constitute the record.

p. *Appeals to Superior Court.* An appeal from any final decision of the Ethics Commission on complaints under (k) (3)

above may be taken by any aggrieved party or by any authorized officer or agent of the City or School Department to the Superior Court in accordance with Rule 80B of the Maine Rules of Civil Procedure.

q. *Violations of the Code of Ethics.* Violations of the Code of Ethics ordinance shall be addressed as set out in that ordinance, provided, however, that the Mayor, any City Councilor or School Board member found by the Ethics Commission to be in violation of or to have violated the Code of Ethics ordinance may only be reprimanded or censured by the City Council or School Board, as applicable, after notice and hearing conducted by the City Council or School Board, as applicable.

r. *Severability.* The provisions of this Section and each of its sections, subsections, paragraphs, subparagraphs, sentences and clauses are severable. In the event that any such provision is held to be invalid or unenforceable by any judicial or administrative tribunal, it is the intent of the governing body that all other provisions thereof shall remain in full force and effect.

s. *Effective date.* This Section shall go into effect on _____, 2024 (30 days after passage).

of the city treasury on account of any such transaction.

- (b) Purchase or accept anything from the city or school department, other than those items or services which are offered to the public generally, and then only upon the same terms and under the same procedures offered to and used for the general public. This shall not include those items or services which are received as compensation, or as a part of such person's employment contract, or which are necessary for the performance of such person's duties.
- (c) Accept or receive from any person, firm, or corporation acting under a franchise, contract, or license from the city or school department, any frank, free pass, free ticket, or free service, or accept, directly or indirectly, from any such person, firm, or corporation any service upon terms more favorable than those granted to the public generally. (Referenda 11/4/86; 11/2/10)

Section 1-A. Ethics Commission and Code of Ethics.

The city council shall enact and maintain an ordinance that establishes an ethics commission and, with input from the ethics commission, shall enact a code of ethics ordinance to be administered by the ethics commission. Upon the effective date of the code of ethics ordinance, the existing code of ethics resolution adopted by the city council shall be repealed. The ethics commission shall provide impartial oversight and render decisions and advisory opinions to ensure that standards of ethical conduct are observed by elected and appointed city officials and city employees.

(a) Ethics Commission Ordinance. The city council shall enact an ordinance directing it to create an ethics commission, appointed by the city council and consisting of seven (7) members who are residents of the City, serving for three (3) year terms, to undertake the following duties:

1. Prepare and recommend a code of ethics ordinance to the city council for enactment as provided in subsection (b) below;

2. Review the ethics commission and code of ethics ordinances not less than once every three (3) years and make recommendations for any amendments to the city council;
3. Hear complaints and render written decisions with findings of fact regarding alleged violations of the city's code of ethics ordinance, provided that complaints regarding city employees' ongoing or prior alleged violations or misconduct shall be referred to the city for appropriate action under its personnel policies;
4. Hear and render advisory opinions regarding questions of prospective application of the city's code of ethics ordinance;
5. Hear and render advisory opinions regarding questions of compliance with the city charter;
6. Hear and render advisory opinions regarding adherence to council and board rules and procedures;
7. On receipt of requests from a majority of the city council or of any board or committee, procure a second legal opinion from outside legal counsel; and
8. Design and oversee program evaluations.

Elected City officials, candidates for any City elected office, and their immediate family members are not eligible to be appointed as members of the ethics commission.

The ethics commission shall meet as needed, but no less than annually.

The ethics commission ordinance shall establish the process for filing, hearing and deciding complaints and for soliciting advisory opinions. Complaints may be filed by any official, employee, or resident of the city, by the accountability officer, or may be initiated by the ethics commission, in accordance with that process. Requests for advisory opinions

may be filed by any official or employee of the city, in accordance with that process. Receipt of a complaint or request shall be acknowledged by the ethics commission. If the ethics commission finds any complaint filed with it to have been based upon allegations it determines to be frivolous, scurrilous, libelous, unsubstantiated, unfounded, of nuisance, or with malice, it may so determine and may dismiss the complaint without deciding the merits of the complaint.

The ethics commission ordinance and complaint process shall protect the identity and rights of complainants, whistleblowers, and persons complained against in accordance with and as required by all State and federal laws, regulations, codes, municipal ordinances, and policies, including but not limited to the Maine Freedom of Access Act, the Maine Whistleblowers' Act, and the City of Portland's personnel policies. The ethics commission shall refer any complaint alleging corruption, fraud, or abuse of a criminal nature to the appropriate law enforcement agency.

The ethics commission shall be an independent body, free from interference from any city elected and appointed officials and employees. The ethics commission may request funding from the city council for independent investigations, legal services, staffing, or other demands pertinent to its mission.

(b) Code of Ethics. The city council shall, with the recommendation of the ethics commission, enact and maintain a code of ethics ordinance defining the code of ethical conduct for elected and appointed city officials and city employees. At a minimum, such code of ethics ordinance shall include and address:

1. Standards of Conduct;
2. Conflicts of Interest;
3. Confidential Information; and
4. Disclosure Forms for city elected and appointed officials to complete and file with the city clerk and update as appropriate.

(c) Appointment of Accountability Officer. The ethics commission may recommend that the city council appoint an accountability officer and fund that position. The accountability officer shall: serve as an ombudsperson to members of the public; provide city information to the public and officials to educate them about government accountability, integrity, and transparency; provide training for public officials on ethical matters; and undertake such other duties as may be requested by the ethics commission and authorized by the city council. The accountability officer may provide administrative support for the civilian police review board. The accountability officer also shall receive complaints from the public about alleged government waste, favoritism, mismanagement, and violations of the public trust; the accountability officer will refer matters that are within the scope of the ethics commission's duties to the ethics commission, and vice versa.

(d) Violations of the Code of Ethics. Violations of the code of ethics ordinance shall be addressed as set out in that ordinance, provided, however, that any city councilor or mayor found by the ethics commission to be in violation of or to have violated the ethics code may be reprimanded or censured by the city council.

(Referendum 11/8/2022)

Section 1-B. Peaks Island Council.

The city council shall maintain an ordinance establishing the "Peaks Island Council," including powers, duties, membership requirements and other necessary provisions deemed appropriate by the city council. The Peaks Island Council shall act as an elected advisory body to the city council.

(Referendum 11/8/2022)

Section 2. Ordinances, rules and regulations continued.

All ordinances in force at the time that this charter takes effect, not inconsistent with this charter, shall continue in force until amended or repealed. All rules and regulations of the municipal officers or of any office of the City of Portland

MEMORANDUM

TO: Portland City Council

CC: Michael Goldman, Corporation Counsel

FROM: Jim Katsiaficas, Brandon Mazer

DATE: November 13, 2024

RE: Ethics Commission Ordinance

In November 2022, Portland voters approved Charter Commission Ballot Question #8. This Charter modification contemplates a two-step process: 1) the establishment of an Ethics Commission, and 2) the adoption of a Code of Ethics Ordinance for it to administer. Upon adoption of the Code of Ethics Ordinance, the existing Code of Ethics resolution adopted by the City Council in 2022 would stand repealed.

The City Council has conducted several workshops on the first step -- a draft Ethics Commission Ordinance. Because the ethics concerns apply to all of City government and the Charter modification is placed in Article VIII of the Charter, which prohibits members of the City Council and School Board, City and School boards and commissions, and City and School Department officers and employees from having a personal interest in matters before them, the draft Ethics Commission Ordinance applies to both the City and the School Department. We have worked to incorporate changes suggested by the City Council and by the School Department and to address concerns voiced during the workshop process. The Ethics Commission Ordinance language is entirely new; the underlining in the attached draft shows only those changes since the March 11, 2024 City Council workshop.

Consistent with the Charter modification, the attached draft Ethics Commission Ordinance establishes a seven-member appointed commission serving three year terms (after the initial board, to allow for staggered terms). At least three of the initial Commission members will be appointed from a list of qualified persons recommended by the School Board. Given the difficulty of finding enough persons willing to serve on City boards and commissions, this draft Ordinance provides for action by a majority of those present and voting rather than by a majority; perhaps a future Charter amendment will address the question of numbers on this and other boards and commissions. The draft Ordinance recites the qualification requirements in the Charter modification (must be City resident; cannot be elected City official, candidate for City elected office, or immediate family members of either). It also states the Commission's duties:

- (1) Prepare and recommend a Code of Ethics ordinance to the City Council for enactment;
- (2) Review the Ethics Commission and Code of Ethics ordinances at least once every

- three years and make recommendations for any amendments to the City Council;
- (3) Hear complaints and render written decisions with findings of fact regarding alleged violations of the City's Code of Ethics ordinance, provided that complaints regarding City and School Department employees' ongoing or prior alleged violations or misconduct shall be referred to the City for appropriate action under its personnel policies and/or collective bargaining agreements;
 - (4) Hear and render advisory opinions regarding questions of prospective application of the City's Code of Ethics ordinance;
 - (5) Hear and render advisory opinions regarding questions of compliance with the City Charter as they relate to the City's Code of Ethics ordinance;
 - (6) Hear and render advisory opinions regarding adherence to City Council City board and commission and School Board ethics rules and procedures as they relate to the City's Code of Ethics ordinance;
 - (7) On receipt of requests from a majority of the City Council or of any City board or committee or the School Board, procure a second legal opinion from outside legal counsel; and
 - (8) Design and oversee program evaluations of the City's ethics program.

The draft Ordinance provides for the filling of vacancies, removal of members and promulgation of rules of procedure in the same manner as other City boards and committees. It permits the Ethics Commission to recommend to the City Council the appointment and funding of an Accountability Officer position that would report to the City Manager to serve as an ombudsman, to provide information and training for the public and City officials, and to provide other assistance as requested by the Commission and the Council, as well as to receive and follow up on public complaints about City government.

The draft Ordinance adds/modifies three procedural steps in the Ethics Commission's work.

One is to ensure that the Ethics Commission complaint process is not used as an alternative to employee discipline and grievance procedures. Complaints regarding City or School Department employees' alleged violations of the Code of Ethics Ordinance will be redirected without Commission investigation or action to the City or School Department for processing as appropriate under State law, personnel policies, and collective bargaining agreements.

Second is to provide a process by which City and School Department officials and employees may forward requests for advisory opinions to the Ethics Commission. The requester will submit a written request to the City Clerk, who then will submit it to Corporation Counsel or to the School Department's legal counsel. Legal counsel will provide an initial opinion or, if counsel "determines that the opinion requested is of such a novel and unique question of fact and law as to need an advisory opinion for the Ethics Commission," will send the request to the Ethics Commission to review and decide.

Finally, the City Clerk will compile a master list of all complaints and all requests for advisory opinions filed, except for those redirected as personnel matters, redacted to protect the identity of complainants and of those complained against, which list will be provided monthly to the Ethics Commission chair.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: November 6, 2024

SUBJECT: Order 84-24/25 Accepting and Appropriating an Anonymous \$6,000 Donation for Those in Need - Sponsored by Danielle P. West, City Manager

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: No

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

This item accepts and appropriates an anonymous donation of \$6,000 from a family in Falmouth, Maine, to be used as a Secret Santa giveaway by the Police Department to those in need.

This donation has been given to and accepted by the City for this purpose since 2020.

This item must be read on two separate days. Staff is requesting that the second reading be waived, which requires seven affirmative votes, so that the funds can be distributed during the holiday season. Staff also requests that this item be passed as an emergency. Seven votes are required for passage as an emergency following public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order 84-ACCEPTING AND APPROPRIATING AN ANONYMOUS \$6,000 DONATION FOR THOSE IN NEED

Prepared by:

Date: 11/06/2024

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER ACCEPTING AND APPROPRIATING AN ANONYMOUS \$6,000 DONATION
FOR THOSE IN NEED**

ORDERED, that an anonymous donation in the amount of \$6,000 is hereby accepted and that amount appropriated for distribution by the Police Department to those in need; and

BE IT FURTHER ORDERED, that the City Manager or designee is hereby authorized to execute whatever documents are necessary to effect the intent and purpose of this Order; and

BE IT FURTHER ORDERED, that this order is enacted as an Emergency, pursuant to Article II, Section 11 of the Portland City Charter, in order to make it effective immediately and allow the money to be given away during the holidays.

MEMORANDUM
City Council Agenda Item

FROM:

DATE: October 18, 2024

SUBJECT: Order 85-24/25 Accepting Pamela Road as a Town Way - Sponsored by Danielle P. West, City Manager

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: No

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

City Council is being asked to accept a portion of Pamela Road as a City Street. Public Works has approved the description of the Street, inspected all infrastructure in accordance with City Standards and recommends the street be accepted.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order 85-ACCEPTING PAMELA ROAD AS A TOWN WAY
2. PAMELA ROAD_PACKET

Prepared by:

Date: 10/18/2024

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

ORDER ACCEPTING PAMELA ROAD AS A TOWN WAY

ORDERED, that pursuant to 23 M.R.S. § 3025, the City hereby accepts Pamela Road as a town way and the deed for said way and the fee title conveyed therein according to the deed and descriptions attached to this Order are hereby approved and accepted, substantially in the form attached hereto as Exhibit A.

EXHIBIT A

The land in the City of Portland, County of Cumberland and State of Maine, described as follows:

The fee interest in and to Pamela Road extension, being an extension of, and located on the northeasterly side of accepted Pamela Road, in the City of Portland, County of Cumberland, State of Maine, being more particularly bounded and described as follows:

BEGINNING at a #5 rebar w/cap stamped "NCS 1314" on the northeasterly side of accepted Pamela Road, at the northeasterly terminus of said accepted Pamela Road;

THENCE: N 36°35'12" E, along Lot 33, as shown on plan entitled "Amended Subdivision Plan, Crestview Acres, Portland, Maine," prepared by Northeast Civil Solutions, Inc., dated May 10, 2012, last revised November 25, 2014, NCS Project No. 33229, recorded in the Cumberland County Registry of Deeds in Plan Book 215, Page 56, 40.00', to a point of curvature;

THENCE: following a curve to the left, along said Lot 33, and Lot 34 and Lot 35, having a radius of 375.00', an arc length of 162.09', a chord bearing of N 24°12'12" E, and a chord distance of 160.84', to a #5 rebar w/cap stamped "NCS 1314" at a point of reverse curve;

THENCE: following a curve to the right, along said Lot 35 and Lot 36, having a radius of 275.00', an arc length of 114.27', a chord bearing of N 23°43'31" E, and a chord distance of 113.46', to a #5 rebar w/cap stamped "NCS 1314" at a point of tangency;

THENCE: N 35°37'42" E, along said Lot 36, Lot 37 and Lot 38, 291.88', to a #5 rebar w/cap stamped "NCS 1314" on the southerly side of Alice Street;

THENCE: N 55°35'18" W, along said Alice Street, 50.01', to a #5 rebar w/cap stamped "NCS 1314", at the easterly corner of Lot 39;

THENCE: S 35°37'42" W, along said Lot 39, Lot 40 and Lot 41, 290.83', to a #5 rebar w/cap stamped "NCS 1314" at a point of curvature;

THENCE: following a curve to the left, along said Lot 41, and Lot 42, having a radius of 325.00', an arc length of 135.05', a chord bearing of S 23°43'27" W, and a chord distance of 134.08', to a #5 rebar w/cap stamped "NCS 1314" at a point of reverse curvature;

THENCE: following a curve to the right, along said Lot 42, and Lot 43, having a radius of 325.00', and arc length of 140.49', a chord bearing of S 24°12'12" W, and a chord distance of 139.39', to a #5 rebar w/cap stamped "NCS 1314" at a point of tangency;

THENCE: S 36°35'12" W, along Lot 44, 40.00', to a #5 rebar w/cap stamped "NCS 1314" at the northwesterly terminus of accepted Pamela Road;

THENCE: S 53°24'48" E, along said terminus of accepted Pamela Road, 50.00', to the POINT of BEGINNING.

Bearings for the above described parcel are based on the Maine State Coordinate System, West Zone, Grid North.

Meaning and intending to describe a right-of-way, known as the extension of Pamela Road extension, and being a portion of the premises conveyed to Geneva Ventures LLC by a Warranty Deed from Jay M. Menario and Diane M. Menario, dated October 31, 2014 and recorded in said Registry of Deeds in Book 31887, Page 182.

Reference is hereby made to a Plan entitled “Amended Subdivision Plan, Crestview Acres, Portland, Maine”, prepared by Northeast Civil Solutions, dated May 10, 2012, revised through September 17, 2014 approved by the City of Portland Planning Director on December 4, 2014, and recorded in the Cumberland County Registry of Deeds in Plan Book 215, Page 56.

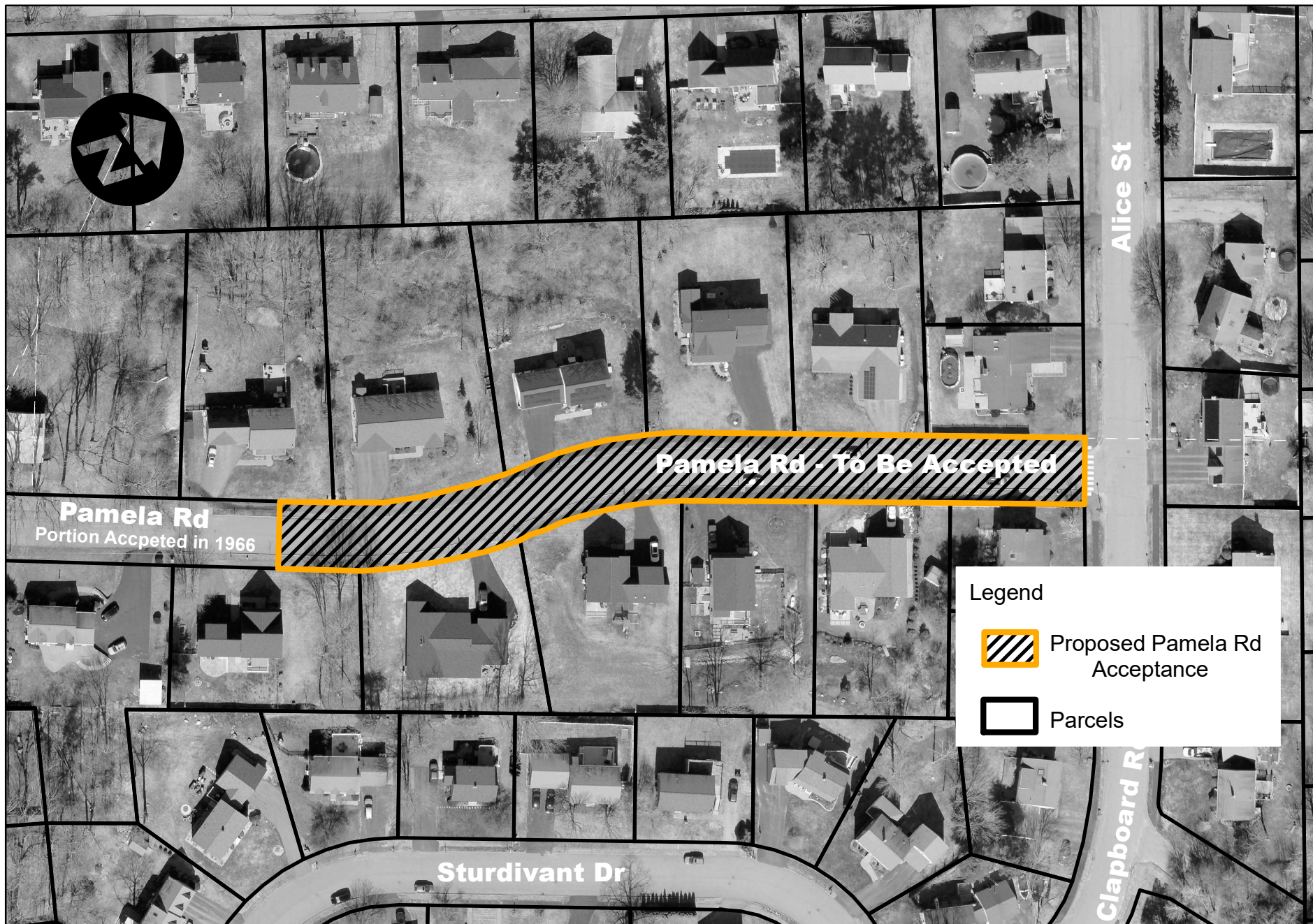
The above-described premises are conveyed for highway purposes pursuant to 23 M.R.S. § 3025. Geneva Ventures LLC voluntarily conveys the premises to the City of Portland without claim for damages.

PAMELA RD

6-12-2020

9/23/2024

STREET ACCEPTANCE APPLICATION			
Applicant Checklist	DPW Checklist	# of Copies	GENERAL WRITTEN SUBMISSIONS CHECKLIST
	✓	①	Completed Application form
	✓	1	Application fees
	✓	1	Written description of project
	✓	1	Legal Description of Street or portion thereof to be accepted
	✓	①	Evidence of right, title and interest for applicant's property <i>see title opinion</i>
	NA	1	List of all abutting property owners (for dedications made prior to July 7, 1948)
	✓	①	List of all public utilities within the right-of-way. <i>see plans</i>
	✓	①	Summary of existing and/or proposed easement, covenants, public or private rights-of-way, or other burdens on the street <i>see plans</i>
	✓	①	Letters from public utilities detailing interests they have in all or portion of street to be accepted. <i>see title opinion</i>
	✓	1	Copy of Plan (typically, a subdivision plan) dedicating the street or way as recorded in the registry of deeds.
	NA	1	Petition for Street Acceptance (template included as Attachment 1 to application form) for Street dedicated prior to July 7, 1948.
	✓	1	Petition for Street Acceptance (template included as Attachment 2 to application form) for Street Constructed on Private Lands by the Owner Thereof and for Streets dedicated on or after July 7, 1948.
	NA	①	Waiver and Indemnification Form (template included as Attachment 3 to application form). Required for Streets dedicated prior to July 7, 1948. Not required for streets or ways previously constructed on private land or streets or ways dedicated on or after July 7, 1948.
	✓	1	Deed from Owner(s) of property to the City of Portland for property within the boundaries of the Street (for streets constructed on private lands by the owner thereof and/or for streets not dedicated prior to July 7, 1948. Not required for streets or ways dedicated prior to July 7, 1948). Template included as Attachment 4.
	✓	1	A street boundary plan or subdivision plan and an as-built plan, profile and cross-section of the street, all complying with the Engineering Division's "Engineering Design and As-Built Submission Requirements."



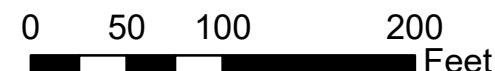
Proposed Acceptance of Pamela Rd

August 1, 2024

1" = 100'

CITY OF PORTLAND, MAINE
DEPT. OF PUBLIC WORKS
212 Canco Rd Suite B PORTLAND, MAINE 04101
PHONE (207) 874-8846 FAX (207) 874-8852

Page 211





Street Acceptance Application Portland, Maine

Department of Public Works

Portland's Department of Public Works coordinates requests for the acceptance of public streets. Attached is the application form for a request for a Street Acceptance.

Street Acceptance:

The procedure for dedicating and accepting a public way or street is established by State law at 23 M.R.S. Sec. 3025 and in the City of Portland's Code of Ordinances at Sections 25-46 through 24-52. The precise process to be followed depends on when and how the original dedication is/was made. For more detailed information on the process that must be followed, please see City of Portland Code of Ordinances at Sections 25-46 through 24-52. Below is a summary of the requirements, provided here for informational purposes only.

I. Dedications Made Prior to July 7, 1948.

For streets or ways dedicated for public travel prior to July 7, 1948: Where the threshold requirements for dedication and the width of the proposed public street outlined in Section 25-47 have been satisfied, a majority of abutters on the street or way may petition the City Council to accept and improve the street. In doing so, the abutters will be required to waive their right to any damages resulting from the laying out and acceptance of the street. The decision whether to grant the abutters' petition and accept the street lies solely with the City Council, after receiving recommendations from the Planning Board and the Public Works authority. In the event the Council grants the petition, the City will assess a portion of the cost of the street improvements to the abutters. See Section 25-47(d); and 23 M.R.S. §§ 3601-3605.

The petition to be completed and submitted, along with the waiver are included herewith as Attachments 1 & 3.

II. Dedications Made On or After July 7, 1948.

For a street or way that that has been constructed on private lands by the owner thereof and for a street or way not dedicated for public travel prior to July 7, 1948:

- A. A deed conveying to the City the property within the boundaries of the street will be required. A template is attached hereto as Attachment 3. Applicants are advised to work with their own legal counsel on finalizing any and all legal documents.
- B. The dimensions of the street must comply with the requirements contained in Section 25-48 of the City Code.
- C. A plan of the street (e.g. subdivision plan) must have been previously recorded in the Cumberland County Registry of Deeds.
- D. A petition to the City Council, together with the street or subdivision plan as recorded in the Cumberland County Registry of Deeds, as-built plan, profile and cross-section of the street or way as required by Section 25-48 must be submitted;
- E. The street or way must have been previously constructed in accordance with the specifications

- contained in Section 25-48;
- F. All plans must comply with the Department of Public Works Engineering Division's "Engineering Design and As-Built Plan Submission Requirements" on file at the Department of Public Works Engineering office.

STREET NAME: Pamela Rd.

STREET ACCEPTANCE REQUEST AND SUMMARY OF FACTS RELATING TO DEDICATION:

To publicly accept as a public way, the remainder of Pamela Rd. from the northerly end of the 1966 acceptance of Pamela Rd. northerly to the southerly side of Alice Street.

CONTACT INFORMATION:

Applicant – must be owner, Lessee or Buyer Name: Business Name, if applicable: <u>GENEVA VENTURES LLC</u> Address: <u>190 US ROUTE 1 #161</u> City/State : <u>FALMOUTH ME</u> Zip Code: <u>04105</u>	Applicant Contact Information E-mail: <u>TOODSETTLE@GMAIL.COM</u> Home #: Work #: <u>207-835-7011</u> Cell #: <u>207 212-0330</u> Fax#:
Adjoining Owner – (if different from Applicant) Name: Address: City/State : Zip Code:	Owner Contact Information E-mail: Home #: Work #: Cell #: Fax#:
Agent/ Representative Name: <u>TOOD SETTLE</u> Address: <u>183 MIDDLE ST SUITE 201</u> City/State : <u>PORTLAND ME</u> Zip Code: <u>04105</u>	Agent/Representative Contact information E-mail: <u>TOOD SETTLE@GMAIL.COM</u> Home #: Work #: <u>207 835-7011</u> Cell #: <u>207 212-0330</u> Fax#:
Billing Information	Billing Information E-mail:

Name:	Home #:
Address:	Work #:
City/State : Zip Code:	Cell #: Fax#:

Engineer Name: <i>NORTHEAST CIVIL SOLUTIONS</i> Address: <i>381 PARKER RD</i> City/State: <i>SCARBOROUGH ME</i> Zip Code: <i>04074</i>	Engineer Contact Information E-mail: <i>TROY.MCDONALD@NORTHEASTCIVILSOLUTIONS.COM</i> Home #: Work #: <i>833-1000 X110</i> Cell #: <i>207 329 0370</i> Fax#:
Surveyor Name: <i>SAME AS ABOVE</i> Address: City/State : Zip Code:	Surveyor Contact Information E-mail: Home #: <i>SAME AS ABOVE</i> Work #: Cell #: Fax#:
Architect Name: Address: City/State : Zip Code:	Architect Contact Information E-mail: Home #: Work #: Cell #: Fax#:
Attorney Name: <i>NICK MORRELL</i> <i>TOWSEN BARR</i> Address: City/State : Zip Code:	Attorney Contact Information E-mail: <i>NMORRELL@TBGH.COM</i> Home #: Work #: <i>207-775-7271</i> Cell #: Fax#:

APPLICATION FEES:

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

Street Acceptance: A fee for the acceptance must be submitted by check or credit card to the City of Portland in accordance with Section 14-54 of the Municipal Code along with direct reimbursement for noticing, legal ads, planner review time, and legal review.

☒ \$2,000 – Public Street Acceptance

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.

APPLICANT SIGNATURE:

This application is for a Street Acceptance. It is not a permit to begin construction.

Signature of Applicant:

Dennis Coulboul

Date:

2/3/2023

WARRANTY DEED
[Pamela Road Extension, Portland]

KNOW ALL PERSONS BY THESE PRESENTS, that, **GENEVA VENTURES LLC**, a Maine limited liability company, with mailing address of 190 U.S. Route One, PMB 161, Falmouth, Maine 04105, for consideration paid, grants to the **CITY OF PORTLAND**, a Maine municipal corporation, whose mailing address is 389 Congress Street, Portland, Maine 04101, with **WARRANTY COVENANTS**, the land in the City of Portland, County of Cumberland and State of Maine, described as follows:

The fee interest in and to Pamela Road extension, being an extension of, and located on the northeasterly side of accepted Pamela Road, in the City of Portland, County of Cumberland, State of Maine, being more particularly bounded and described as follows:

BEGINNING at a #5 rebar w/cap stamped "NCS 1314" on the northeasterly side of accepted Pamela Road, at the northeasterly terminus of said accepted Pamela Road;

THENCE: N 36°35'12" E, along Lot 33, as shown on plan entitled "Amended Subdivision Plan, Crestview Acres, Portland, Maine," prepared by Northeast Civil Solutions, Inc., dated May 10, 2012, last revised November 25, 2014, NCS Project No. 33229, recorded in the Cumberland County Registry of Deeds in Plan Book 215, Page 56, 40.00', to a point of curvature;

THENCE: following a curve to the left, along said Lot 33, and Lot 34 and Lot 35, having a radius of 375.00', an arc length of 162.09', a chord bearing of N 24°12'12" E, and a chord distance of 160.84', to a #5 rebar w/cap stamped "NCS 1314" at a point of reverse curve;

THENCE: following a curve to the right, along said Lot 35 and Lot 36, having a radius of 275.00', an arc length of 114.27', a chord bearing of N 23°43'31" E, and a chord distance of 113.46', to a #5 rebar w/cap stamped "NCS 1314" at a point of tangency;

THENCE: N 35°37'42" E, along said Lot 36, Lot 37 and Lot 38, 291.88', to a #5 rebar w/cap stamped "NCS 1314" on the southerly side of Alice Street;

THENCE: N 55°35'18" W, along said Alice Street, 50.01', to a #5 rebar w/cap stamped "NCS 1314", at the easterly corner of Lot 39;

THENCE: S 35°37'42" W, along said Lot 39, Lot 40 and Lot 41, 290.83', to a #5 rebar w/cap stamped "NCS 1314" at a point of curvature;

THENCE: following a curve to the left, along said Lot 41, and Lot 42, having a radius of 325.00', an arc length of 135.05', a chord bearing of S 23°43'27" W, and a chord distance of 134.08', to a #5 rebar w/cap stamped "NCS 1314" at a point of reverse curvature;

THENCE: following a curve to the right, along said Lot 42, and Lot 43, having a radius of 325.00', and arc length of 140.49', a chord bearing of S 24°12'12" W, and a chord distance of 139.39', to a #5 rebar w/cap stamped "NCS 1314" at a point of tangency;

THENCE: S 36°35'12" W, along Lot 44, 40.00', to a #5 rebar w/cap stamped "NCS 1314" at the northwesterly terminus of accepted Pamela Road;

THENCE: S 53°24'48" E, along said terminus of accepted Pamela Road, 50.00', to the POINT of BEGINNING.

Bearings for the above described parcel are based on the Maine State Coordinate System, West Zone, Grid North.

Meaning and intending to describe a right-of-way, known as the extension of Pamela Road extension, and being a portion of the premises conveyed to Geneva Ventures LLC by a Warranty Deed from Jay M. Menario and Diane M. Menario, dated October 31, 2014 and recorded in said Registry of Deeds in Book 31887, Page 182.

Reference is hereby made to a Plan entitled "Amended Subdivision Plan, Crestview Acres, Portland, Maine", prepared by Northeast Civil Solutions, dated May 10, 2012, revised through September 17, 2014 approved by the City of Portland Planning Director on December 4, 2014, and recorded in the Cumberland County Registry of Deeds in Plan Book 215, Page 56.

The above-described premises are conveyed for highway purposes pursuant to 23 M.R.S. § 3025. Geneva Ventures LLC voluntarily conveys the premises to the City of Portland without claim for damages.

IN WITNESS WHEREOF, Geneva Ventures LLC has caused this instrument to be signed and sealed in its company name by Nicholas J. Morrill, its Authorized Attorney this 6th day of December, 2022.

WITNESS:

GENEVA VENTURES LLC

By:

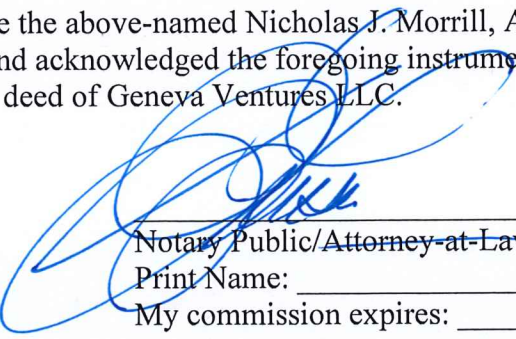
Nicholas J. Morrill

Title: Authorized Attorney

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

December 6, 2022

Personally appeared before me the above-named Nicholas J. Morrill, Authorized Attorney of Geneva Ventures LLC, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Geneva Ventures LLC.



Notary Public/~~Attorney-at-Law~~

Print Name: _____

My commission expires: _____

DEBRA J. LAUSIER
Notary Public, Maine
My Commission Expires: January 12, 2024



DAVID J. JONES
F. BRUCE SLEEPER
LESLIE E. LOWRY III
MICHAEL J. QUINLAN
NATALIE L. BURNS
SALLY J. DAGGETT
ROY T. PIERCE
BRENDAN P. RIELLY
NICHOLAS J. MORRILL
MARK A. BOWER

CHARLES M. KATZ-LEAVY
ALYSSA C. TIBBETTS
JEFFREY B. HERBERT
ERICA M. JOHANSON
TUDOR N. GOLDSMITH
REBECCA D. SHILAND
KEVIN J. CROSMAN
ANNA P. CLARK
BENJAMIN T. MCCALL
SHARRA L. INGLIS
PAIGE E. EGGLESTON

TEN FREE STREET
P.O. BOX 4510
PORTLAND, MAINE 04112-4510
(207) 775-7271 (Phone)
(207) 775-7935 (Fax)
www.jensenbaird.com

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PATRICIA M. DUNN
FRANK H. FRYE
DEBORAH M. MANN
NICHOLAS S. NADZO
RICHARD H. SPENCER, JR.

YORK COUNTY
OFFICE
11 MAIN STREET, SUITE 4
KENNEBUNK, MAINE 04043
(207) 985-4676 (Phone)
(207) 985-4932 (Fax)

December 5, 2022

Mr. Mike Murray, Acting Director
Public Works
City of Portland
55 Portland Street
Portland, Maine 04101

Re: Pamela Road Extension, Portland Maine

Dear Mr. Murray:

In accordance with the Standards adopted by the Maine State Bar Association and resting on a deed to John E. Menario and Antoinette M. Menario from Sun Federal Savings and Loan Association of Portland, dated June 30, 1971 and recorded in the Cumberland County Registry of Deeds in Book 3178, Page 618, we hereby certify that we have examined or caused to be examined records in the Registry of Deeds and the Probate Court within and for the County of Cumberland and State of Maine, and all instruments of record therein, where applicable, as correctly reflected by indices, affecting the title to the premises commonly known as Pamela Road extension, which are described in attached hereto as Exhibit A (the "Premises").

We hereby certify that as of December 5, 2022 at 12:53 p.m., Portland, Maine time, Geneva Ventures LLC, by a Warranty Deed from Jay M. Menario and Diane M. Menario, dated October 31, 2014 and recorded in said Registry of Deeds in Book 31887, Page 182, is the record owner of the Premises in fee simple with good and marketable record title thereto, free and clear of all encumbrances, with the following exceptions:

1. Such state of facts as depicted on a plan entitled "Amended Subdivision Plan of Crestview Acres, Portland, Maine" prepared by Northeast Civil Solutions, dated May 10, 2012, revised through September 17, 2014, approved by the City of Portland Planning Director October 30, 2014 and recorded in the Cumberland County Registry of Deeds in Plan Book 214, Page 451.

~ Over 60 Years of Service ~

December 5, 2022
Page 2

3. Such state of facts as depicted on a plan entitled "Amended Subdivision Plan, Crestview Acres, Portland, Maine", prepared by Northeast Civil Solutions, dated May 10, 2012, revised through September 17, 2014 approved by the City of Portland Planning Director on December 4, 2014, and recorded in the Cumberland County Registry of Deeds in Plan Book 215, Page 56.
4. Such state of facts as depicted on a plan entitled "Grading & Drainage Plan, Pamela Road Extension, Portland, Maine", prepared by Northeast Civil Solutions, dated August 4, 2014 revised through February 12, 2015, and recorded in the Cumberland County Registry of Deeds in Plan Book 215, Page 57.
5. Rights and easements to Central Maine Power Company and Northern New England Telephone Operations, LLC pursuant to an Easement from Geneva Ventures LLC, dated October 5, 2015 and recorded in the Cumberland County Registry of Deeds in Book 32854, Page 307.
6. Terms and conditions set forth in a Stormwater Drainage System Maintenance Agreement by and between Geneva Ventures LLC, dated March 19, 2015 and recorded in the Cumberland County Registry of Deeds in Book 32154, Page 318.
7. Rights, easements, covenants, conditions and restrictions set forth in a Declaration of Covenants, Crestview Acres Subdivision, Portland, Maine, made by Geneva Ventures LLC, dated October 19, 2015 and recorded in the Cumberland County Registry of Deeds in Book 33029, Page 185, as amended by a First Amendment to Declaration of Covenants, dated February 22, 2017 and recorded in said Registry Deeds in Book 33841, Page 265.
8. Any conditions or state of facts which would be disclosed by inspection of the property and/or an accurate engineering survey (including the exact geographic location of the premises).
9. Persons in possession of the Premises and those claiming under oral or unrecorded leases.
10. Any title or interest arising from adverse possession or prescriptive use.
11. Our examination indicates that there are no mechanics liens or labor liens of record against the Premises, but liens of this nature may be perfected within one hundred twenty (120) days from the last day that services are rendered or materials furnished by contractors and/or suppliers.
12. Questions as to possible encroachments, whether or not buildings and improvements are located entirely within the boundaries, whether or not roadways servicing the Premises are public or private and availability of public water supply, septic or storm drainage and other utilities to the Premises.

Jensen Baird
Gardner Henry

December 5, 2022

Page 3

13. Any and all provisions of any law, ordinance, regulations, order or ruling affecting the disposition, use, zoning and/or occupancy of the Premises.

14. Any bankruptcy proceedings and any defect resulting from a conveyance in the chain of title being set aside as a fraudulent transfer or conveyance or otherwise impacted by applicable federal or state bankruptcy, insolvency or fraudulent conveyance laws.

15. Any disability of any grantor in the chain of title; any forgery of an instrument in the chain of title; any fraudulent or mistaken identity of a record title holder due to similar or identical names; any Registry of Deeds or Probate Court errors in the record; the rights, if any, of undisclosed heirs; any exercise of a power of attorney after death or disability of the creator of the power; and any defects in undue influence.

16. Any past or current use of the Premises for the storage, collection, handling or discharge, whether intentional or unintentional, of any hazardous or toxic waste, material or substance, any pesticide, petroleum product or derivative, as such may be defined by federal, state or local law.

17. Any loss of title to the Premises or loss of lien priority under the so-called "superlien" provision of 38 M.R.S.A. § 1371, et seq. (1987) which related to the abatement, clean-up or mitigation of hazards posed by an uncontrollable hazardous substance site.

Very truly,

Jensen Baird

cc: Geneva Ventures LLC

December 5, 2022
Page 4

EXHIBIT A

The fee in and to Pamela Road, being an extension of, and located on the northeasterly side of accepted Pamela Road, in the City of Portland, County of Cumberland, State of Maine, being more particularly bounded and described as follows:

BEGINNING at a #5 rebar w/cap stamped "NCS 1314" on the northeasterly side of accepted Pamela Road, at the northeasterly terminus of said accepted Pamela Road;

THENCE: N $36^{\circ}35'12''$ E, along Lot 33, as shown on plan entitled "Amended Subdivision Plan, Crestview Acres, Portland, Maine," prepared by Northeast Civil Solutions, Inc., dated May 10, 2012, last revised November 25, 2014, NCS Project No. 33229, recorded in the Cumberland County Registry of Deeds in Plan Book 215, Page 56, 40.00', to a point of curvature;

THENCE: following a curve to the left, along said Lot 33, and Lot 34 and Lot 35, having a radius of 375.00', an arc length of 162.09', a chord bearing of N $24^{\circ}12'12''$ E, and a chord distance of 160.84', to a #5 rebar w/cap stamped "NCS 1314" at a point of reverse curve;

THENCE: following a curve to the right, along said Lot 35 and Lot 36, having a radius of 275.00', an arc length of 114.27', a chord bearing of N $23^{\circ}43'31''$ E, and a chord distance of 113.46', to a #5 rebar w/cap stamped "NCS 1314" at a point of tangency;

THENCE: N $35^{\circ}37'42''$ E, along said Lot 36, Lot 37 and Lot 38, 291.88', to a #5 rebar w/cap stamped "NCS 1314" on the southerly side of Alice Street;

THENCE: N $55^{\circ}35'18''$ W, along said Alice Street, 50.01', to a #5 rebar w/cap stamped "NCS 1314", at the easterly corner of Lot 39;

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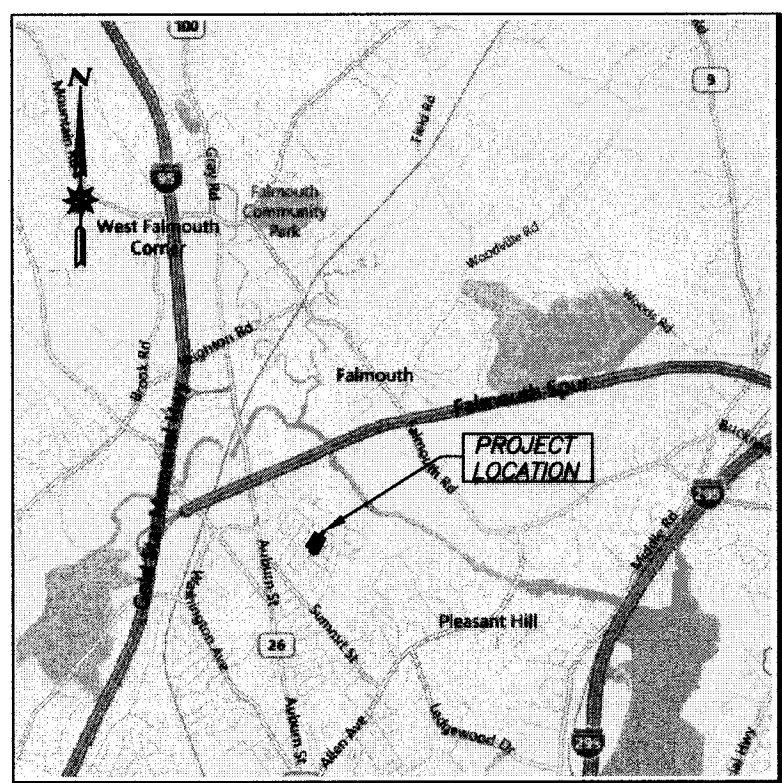
THENCE: S $36^{\circ}35'12''$ W, along Lot 44, 40.00', to a #5 rebar w/cap stamped "NCS 1314" at the northwesterly terminus of accepted Pamela Road;

Jensen Baird
Gardner Henry

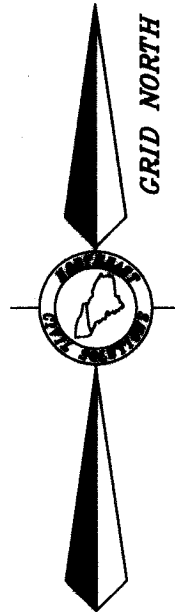
December 5, 2022
Page 5

THENCE: S 53°24'48" E, along said terminus of accepted Pamela Road, 50.00', to the POINT of BEGINNING.

Bearings for the above described parcel are based on the Maine State Coordinate System, West Zone, Grid North.



VICINITY MAP
N.T.S.



NOTES CONTINUED

14. A NATURAL RESOURCES PROTECTION ACT (NRPA) PERMIT (PL-28407-TB-A-N) WAS ISSUED ON SEPTEMBER 25, 2014 TO FILL 5,397 S.F. OF WETLAND AREA TO CONSTRUCT THE PROPOSED ROADWAY. THIS PERMIT AND IDENTIFICATION NUMBER SHALL BE REFERENCED ON EACH DEED.
15. ADDITIONAL WETLAND IMPACTS ASSOCIATED WITH THE DEVELOPMENT OF INDIVIDUAL LOTS ALONG PAMELA ROAD SHALL BE REVIEWED AND APPROVED BY THE APPLICABLE REGULATORY AGENCIES AND MAY BE CONSIDERED CUMULATIVE TO ALL PREVIOUSLY PERMITTED IMPACTS.
16. THE OWNER OF LOT 41 IS RESPONSIBLE FOR DRAINAGE INFRASTRUCTURE LOCATED ON THE LOT, AND IS SUBJECT TO A MAINTENANCE AGREEMENT WITH THE CITY OF PORTLAND. THE MAINTENANCE AGREEMENT SHALL BE RECORDED WITH THE AMENDED PLAT AND BE INCORPORATED INTO THE PROPERTY DEED FOR LOT 41.

LEGEND

- PROPOSED #5 REBAR WITH PLASTIC CAP
- PROPOSED GRANITE MONUMENT WITH CITY OF PORTLAND DISK
- FOUND IRON PIPE (SIZE & TYPE AS NOTED)
- FOUND PINCHED IRON PIPE
- FOUND MONUMENT (SIZE & TYPE AS NOTED)
- FOUND IRON ROD
- FOUND CAPPED IRON ROD (NUMBER AS NOTED)
- BOUNDARY LINE
- EASEMENT LINE
- EDGE OF PAVEMENT
- RIGHT-OF-WAY LINE
- ABUTTER LINE
- LOT NUMBER FROM PLAN REFERENCED IN NOTE 4.a.
- LOT NUMBER FROM PLAN REFERENCED IN NOTE 4.b.
- WETLANDS

NOTES

- THE BASIS OF BEARING FOR THIS SURVEY IS THE MAINE STATE COORDINATE SYSTEM, WEST ZONE, GRID NORTH.
- DEED AND PLAN BOOK REFERENCES ARE TO THE CUMBERLAND COUNTY REGISTRY OF DEEDS.
- RECORD OWNERSHIP OF THE LOTS SHOWN CAN BE FOUND IN THE FOLLOWING DEEDS:
 - a. FROM JAY AND DIANE MENARIO TO JAY AND DIANE MENARIO DATED OCTOBER 24, 2005 AND RECORDED IN DEED BOOK 23313, PAGE 101. (LOTS 40-44)
 - b. FROM JAY AND DIANE MENARIO TO JAY AND DIANE MENARIO DATED OCTOBER 24, 2005 AND RECORDED IN DEED BOOK 23313, PAGE 100. (LOT 33)
 - c. FROM JAY AND DIANE MENARIO TO JAY AND DIANE MENARIO DATED OCTOBER 24, 2005 AND RECORDED IN DEED BOOK 23313, PAGE 97. (LOTS 34-37)RECORD OWNERSHIP OF THE LAND UNDER THE PROPOSED PAMELA ROAD CAN BE FOUND IN A DEED FROM SUN FEDERAL SAVINGS AND LOAN ASSOCIATION OF PORTLAND TO JOHN E. MENARIO AND ANTOINETTE M. MENARIO DATED JUNE 30, 1971 AND RECORDED IN DEED BOOK 3178, PAGE 618.
- REFERENCE IS MADE TO THE FOLLOWING PLANS:
 - a. PLAN OF PROPERTY IN PORTLAND MAINE MADE FOR DONALD R. PETERS "CRESTVIEW ACRES SEC 5", BY H.I. AND E.C. JORDAN, DATED DECEMBER 24, 1969 AND RECORDED IN PLAN BOOK 81, PAGE 23.
 - b. "PRESUMPSOT RIVER PLACE", BY LAND USE CONSULTANTS, DATED MAY 10, 1983 AND RECORDED IN PLAN BOOK 141, PAGE 42.
 - c. "RIGHT-OF-WAY PLAN FOR THE VIRGINIA-CARTER STREET INTERCEPTOR SEWER" BY THE CITY OF PORTLAND DEPARTMENT OF PUBLIC WORKS, DATED APRIL 9, 1976 PROVIDED BY THE CITY OF PORTLAND ENGINEERING DEPARTMENT.
- THE PARCEL SURVEYED IS IDENTIFIED ON THE CITY OF PORTLAND TAX ASSESSOR'S MAP 389, BLOCKS D & E, PARCELS 10 THRU 14 AND 2 THRU 7 RESPECTIVELY.
- THE PARCELS SHOWN ARE LOCATED IN THE R2 ZONE/DISTRICT. PORTIONS OF BULK AND SPACE REQUIREMENTS ARE AS FOLLOWS:
 - MINIMUM LOT AREA = 10,000 S.F.
 - MINIMUM STREET FRONTAGE = 50'
 - MINIMUM LOT WIDTH = 80'
 - SETBACKS:
 - FRONT YARD.....25'
 - REAR YARD.....25'
 - SIDE YARD.....14' (2 STORY)
 - *SIDE YARD DEPENDENT ON HEIGHT OF BUILDING.
 - **VERIFY ALL BUILDING SETBACKS PRIOR TO CONSTRUCTION
- THE WIDTH AND LAYOUT OF ROADS ARE AS FOLLOWS:
 - a. PAMELA STREET (AKA PAMELA ROAD) 50' AND FROM PLAN REFERENCED IN NOTE 4.a. ABOVE
 - b. CRESTVIEW DRIVE 50' AND FROM PLAN REFERENCED IN NOTE 4.a. ABOVE ALICE STREET 60' FROM PLAN REFERENCED IN NOTE 4.a. ABOVE
- REFERENCE IS MADE TO THE FOLLOWING TAKING OF RECORD:
 - a. TAKING OF PROPERTY BY THE CITY OF PORTLAND FOR THE USE OF A SEWER RIGHT OF WAY AS DESCRIBED IN DEED BOOK 3895, PAGE 85.
- TOTAL AREA OF DELINEATED WETLANDS ON SITE IS 40,930 S.F.±
- THE UTILITIES SHOWN ON THIS PLAN WERE FROM FIELD OBSERVATION ONLY. THERE MAY BE OTHER UTILITIES EXISTING THAT ARE NOT SHOWN. CONTACT DIG-SAFE (888)DIG-SAFE PRIOR TO ANY EXCAVATION WORK.
- SOME LOTS OF THIS SUBDIVISION CONTAIN AREAS OF WETLANDS PROPOSED TO BE FILLED. SEE PLAN FOR LOCATIONS.
- THIS PLAN AMENDS AND SUPERSEDES AMENDED SUBDIVISION PLAN, CRESTVIEW ACRES, PORTLAND, RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS ON OCTOBER 31, 2014 IN PLAN BOOK 214 PAGE 451. THE PURPOSE OF THIS PLAN IS TO ADD NOTE 16.
- A SITE PLAN FOR EACH INDIVIDUAL LOT MUST BE SUBMITTED AND APPROVED BY THE CITY OF PORTLAND'S INSPECTION DIVISION.

Revision	By	Date	Change
2	DA	11-28-14	ADD NOTE 16
1	JAP	9-17-14	REVISE TO AN AMENDED SUBDIVISION PLAN

PROJECT: 33229	DRAWING NAME: 33229.DWG
DATE: MAY 10, 2012	SCALE: 1"=40'
FIELD BY: ADA, MJB, SB, JAP	DRAWN BY: ADA

Drawing Name and Location:
AMENDED SUBDIVISION PLAN
CRESTVIEW ACRES, PORTLAND, MAINE

Owner:
JAY AND DIANE MENARIO (LOTS ONLY)
21 PAMELA ROAD, PORTLAND, MAINE

Prepared For:
GENEVA VENTURES, LLC
190 US Route 1, PMB 161, FALMOUTH, MAINE 04105

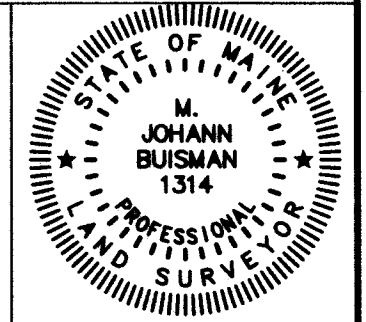


Northeast Civil Solutions
INCORPORATED
153 US ROUTE 1, SCARBOROUGH, MAINE 04074
Tel: 207.883.1000 Fax: 207.883.1001
800.882.2227 info@northeastcivilsolutions.com



STAMP AND SIGNATURE

[Signature]
11-28-14



IF THIS PLAN DOES NOT CONTAIN AN EMBOSSED SEAL, IT IS NOT AN ORIGINAL AND MAY BE VOID. EMBOSSED SEAL ABOVE

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD
C1	20.73'	375.00	N35°00'10"E	20.73'
C2	18.98'	375.00	N13°16'12"E	18.98'
C3	8.11'	275.00	S34°47'00"W	8.11'
C4	10.01'	325.00	N12°42'06"E	10.01'

State of Maine, Cumberland SS.
Registry of Deeds
Received Feb 13, 2015
at 9:52 M and recorded in
Plan Book 215 Page 56
Attest: *[Signature]*

September 16, 2018

Mr. Christopher Branch, Director
Public Works
55 Portland Street
Portland, ME 04101

RE: Petition for City Acceptance of Pamela Road, as a Public Street

Dear Mr. Branch:

In accordance with 23 M.R.S. § 3025, and Chapter 25 of the Portland City Code, I, on behalf of Geneva Ventures LLC. hereby petitions to have Pamela Road, so called, lying between Alice Street and the portion of Pamela Road which is currently a public street, all within the City of Portland, all as more fully described on the attached **Exhibit A**, accepted as a permanent public street by the City of Portland.

Specifically, I request that the City Council: accept a deed conveying that portion of Pamela Road described in Exhibit A to the City of Portland for highway purposes pursuant to 23 M.R.S. § 3025.

The street was dedicated for public travel by the recording of a Plan entitled "Amended Subdivision Plan, Crestview Acres, Portland, Maine", prepared by Northeast Civil Solutions, dated May 10, 2012, revised through September 17, 2014 approved by the City of Portland Planning Director on December 4, 2014, and recorded in the Cumberland County Registry of Deeds in Plan Book 215, Page 56.

I have enclosed copies of letters from the public utilities detailing whatever interests they have in the portion of Pamela Road to be accepted. Attached as **Exhibit B** is a Warranty Deed from Geneva Ventures LLC, conveying the portion of Pamela Road to be accepted as a public street or way and conveying said land to the City. Also enclosed as **Exhibit C** are submissions required by the City's Engineering Division's "Engineering Design and As-Built Plan Submission Requirements." Finally, enclosed is the \$2,000.00 fee that I understand is required to cover your administrative costs and costs of providing public notices.

I hereby request that you take all further action necessary to complete acceptance of the above-described street, and that you inform me should it become necessary for me to provide you with any further information, or take any further action. I understand that the matter will be brought up before the Planning Board for workshop and public hearing, and that the Planning Board will make a recommendation to the City Council. Final action on the street acceptance will be made the City Council.

Sincerely,


Dennis N. Coulombe, Manager
Geneva Ventures LLC

Att.

WARRANTY DEED
[Pamela Road Extension, Portland]

KNOW ALL PERSONS BY THESE PRESENTS, that, **GENEVA VENTURES LLC**, a Maine limited liability company, with mailing address of 190 U.S. Route One, PMB 161, Falmouth, Maine 04105, for consideration paid, grants to the **CITY OF PORTLAND**, a Maine municipal corporation, whose mailing address is 389 Congress Street, Portland, Maine 04101, with **WARRANTY COVENANTS**, the land in the City of Portland, County of Cumberland and State of Maine, described as follows:

The fee interest in and to Pamela Road extension, being an extension of, and located on the northeasterly side of accepted Pamela Road, in the City of Portland, County of Cumberland, State of Maine, being more particularly bounded and described as follows:

BEGINNING at a #5 rebar w/cap stamped "NCS 1314" on the northeasterly side of accepted Pamela Road, at the northeasterly terminus of said accepted Pamela Road;

THENCE: N 36°35'12" E, along Lot 33, as shown on plan entitled "Amended Subdivision Plan, Crestview Acres, Portland, Maine," prepared by Northeast Civil Solutions, Inc., dated May 10, 2012, last revised November 25, 2014, NCS Project No. 33229, recorded in the Cumberland County Registry of Deeds in Plan Book 215, Page 56, 40.00', to a point of curvature;

THENCE: following a curve to the left, along said Lot 33, and Lot 34 and Lot 35, having a radius of 375.00', an arc length of 162.09', a chord bearing of N 24°12'12" E, and a chord distance of 160.84', to a #5 rebar w/cap stamped "NCS 1314" at a point of reverse curve;

THENCE: following a curve to the right, along said Lot 35 and Lot 36, having a radius of 275.00', an arc length of 114.27', a chord bearing of N 23°43'31" E, and a chord distance of 113.46', to a #5 rebar w/cap stamped "NCS 1314" at a point of tangency;

THENCE: N 35°37'42" E, along said Lot 36, Lot 37 and Lot 38, 291.88', to a #5 rebar w/cap stamped "NCS 1314" on the southerly side of Alice Street;

THENCE: N 55°35'18" W, along said Alice Street, 50.01', to a #5 rebar w/cap stamped "NCS 1314", at the easterly corner of Lot 39;

THENCE: S 35°37'42" W, along said Lot 39, Lot 40 and Lot 41, 290.83', to a #5 rebar w/cap stamped "NCS 1314" at a point of curvature;

THENCE: following a curve to the left, along said Lot 41, and Lot 42, having a radius of 325.00', an arc length of 135.05', a chord bearing of S 23°43'27" W, and a chord distance of 134.08', to a #5 rebar w/cap stamped "NCS 1314" at a point of reverse curvature;

THENCE: following a curve to the right, along said Lot 42, and Lot 43, having a radius of 325.00', and arc length of 140.49', a chord bearing of S 24°12'12" W, and a chord distance of 139.39', to a #5 rebar w/cap stamped "NCS 1314" at a point of tangency;

THENCE: S 36°35'12" W, along Lot 44, 40.00', to a #5 rebar w/cap stamped "NCS 1314" at the northwesterly terminus of accepted Pamela Road;

THENCE: S 53°24'48" E, along said terminus of accepted Pamela Road, 50.00', to the POINT of BEGINNING.

Bearings for the above described parcel are based on the Maine State Coordinate System, West Zone, Grid North.

Meaning and intending to describe a right-of-way, known as the extension of Pamela Road extension, and being a portion of the premises conveyed to Geneva Ventures LLC by a Warranty Deed from Jay M. Menario and Diane M. Menario, dated October 31, 2014 and recorded in said Registry of Deeds in Book 31887, Page 182.

Reference is hereby made to a Plan entitled "Amended Subdivision Plan, Crestview Acres, Portland, Maine", prepared by Northeast Civil Solutions, dated May 10, 2012, revised through September 17, 2014 approved by the City of Portland Planning Director on December 4, 2014, and recorded in the Cumberland County Registry of Deeds in Plan Book 215, Page 56.

The above-described premises are conveyed for highway purposes pursuant to 23 M.R.S. § 3025. Geneva Ventures LLC voluntarily conveys the premises to the City of Portland without claim for damages.

IN WITNESS WHEREOF, Geneva Ventures LLC has caused this instrument to be signed and sealed in its company name by Nicholas J. Morrill, its Authorized Attorney this 6th day of December, 2022.

WITNESS:

GENEVA VENTURES LLC

By:

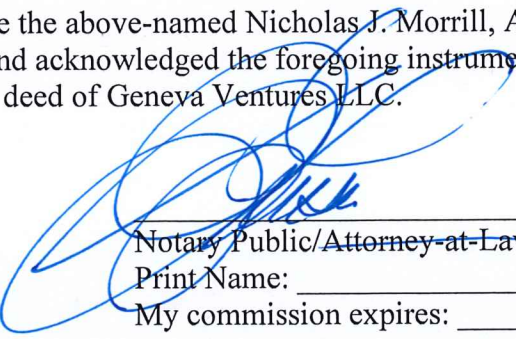
Nicholas J. Morrill

Title: Authorized Attorney

STATE OF MAINE
COUNTY OF CUMBERLAND, ss.

December 6, 2022

Personally appeared before me the above-named Nicholas J. Morrill, Authorized Attorney of Geneva Ventures LLC, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of Geneva Ventures LLC.

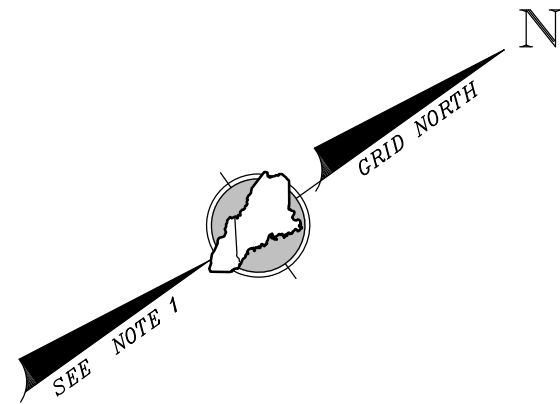
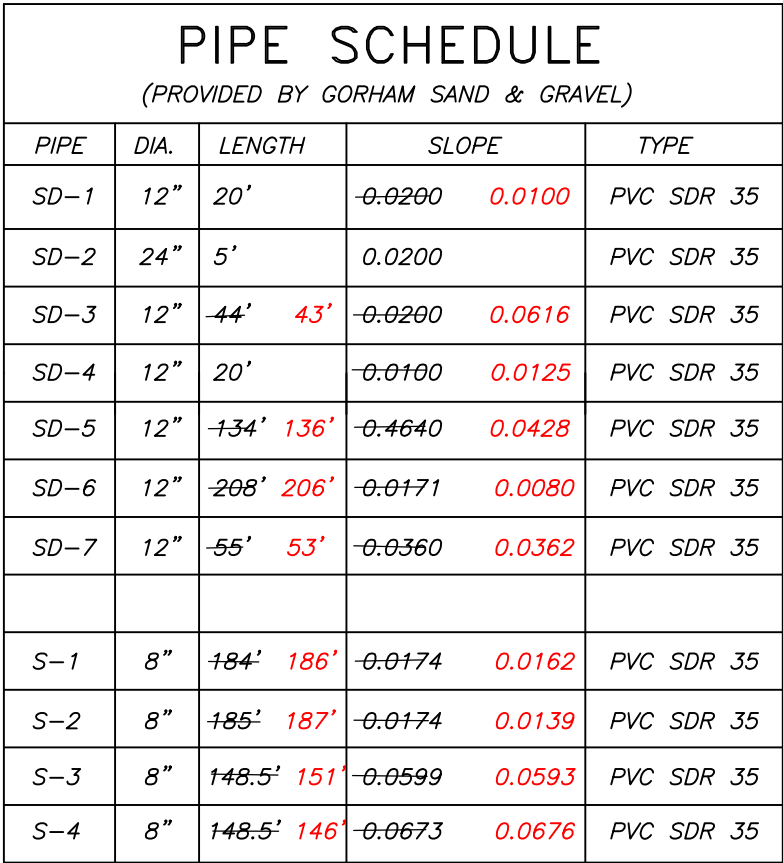


Notary Public/~~Attorney-at-Law~~

Print Name: _____

My commission expires: _____

DEBRA J. LAUSIER
Notary Public, Maine
My Commission Expires: January 12, 2024



STRUCTURE SCHEDULE					
(PROVIDED BY GORHAM SAND & GRAVEL)					
STRUCTURE	RIM	INVERT IN		INVERT OUT	
CB-1	108.86'	105.30' (FILTER)	105.38	102.10 (SD-2)	102.07
	108.25'	105.25' (U.D.)	105.31'		
		103.35' (SD-1)	103.30'		
CB-2	108.86'	105.30' (FILTER)	105.27'	103.75' (SD-1)	103.50'
	108.38'	105.25' (U.D.)			
CB-3	118.86'	115.25' (FILTER)	115.13'	113.25' (SD-4)	
	118.48'	115.35' (U.D.)	115.06'		
CB-4	118.86'	115.23' (FILTER)	113.96'	112.90" (SD-5)	
	118.17'	115.35' (U.D.)	113.86'	115.35' (U.D.)	113.86'
		113.00' (SD-4)			
DMH-1	107.50'	100.29' (12" EX.)	100.50'	102.20' (12" EX.)	100.42'
	107.77'	102.20' (SD-3)	100.43'		
DMH-2	112.63'	109.23' (U.D.)	109.90'	106.90 (SD-6)	
	112.58'	107.00' (SD-5)	107.08'		
SMH-1	133.38'			125.00' (SMH-2)	
	133.64'				
SMH-2	123.38'	115.10' (SMH-1)	115.13'	115.00' (SMH-3)	
SMH-3	114.31'	106.04' (SMH-2)	106.05'	105.91' (SMH-4)	
	114.85'				
SMH-4	110.36'	103.31' (SMH-3)	103.32'	103.31' (EX-SMH)	103.22'
EX-SMH	107.72'	100.00' (SMH-4)	100.21'		
	107.84'				

NOTE: FOCAL POINT INVERTS WERE NOT PROVIDED TO NCS



	#5 REBAR WITH PLASTIC CAP (PLS 2080) SET 6/30/2016
	GRANITE MONUMENT WITH BRASS PLUG & CITY DISK (PLS 2080) SET ON 9/27/2016
	FOUND IRON (SIZE & TYPE AS NOTED)
	FOUND MONUMENT (SIZE & TYPE AS NOTED)
	CATCH BASIN
	DRAIN MANHOLE
	SEWER MANHOLE
	WATER SHUTOFF / VALVE
	FOUND DECIDUOUS TREE
	FIRE HYDRANT
	LIGHT POST
	BOUNDARY LINE
	EDGE OF PAVEMENT
	RIGHT-OF-WAY LINE
	ABUTTER LINE
	BUILDING SETBACK
	UNDERGROUND ELECTRIC, TELEPHONE & CABLE
UE	SEWER LINE
S	WATER LINE
W	DRAIN LINE
D	
N/F	NOW OR FORMERLY OWNED BY
1234/567	DEED BOOK AND PAGE
12-34	TAX MAP—LOT
(123.45'	PARENTHESIS DENOTE RECORD DATA

1. THE BEARINGS SHOWN ON THIS PLAN ARE BASED ON MAINE COORDINATE SYSTEM OF 1983, WEST ZONE, GRID NORTH.
2. PLAN REFERENCES:
 - a. "AMENDED SUBDIVISION PLAN OF CRESTVIEW ACRES, PORTLAND, MAINE" BY THE NORTHEAST CIVIL SOLUTIONS, DATED 5-10-2012, AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS PLAN BOOK 214, PAGE 45.
 - b. "PLAN OF PROPERTY CREST VIEW ACRES SEC. 5 IN PORTLAND, MAINE MADE FOR DONALD R. PETERS" BY H.J. & E.C. JORDAN, DATED 12-24-1969, AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS PLAN BOOK 81, PAGE 23.
 - c. PRELIMINARY AS BUILT PLAN PROVIDED BY GORHAM SAND & GRAVEL, UNRECORDED.
3. THE WIDTH AND LAYOUT OF ROADS ARE AS FOLLOWS:
 - a. PAMELA STREET (AKA PAMELA ROAD) = 50'
 - b. CRESTVIEW DRIVE = 50'
 - c. ALICE STREET = 60'ALL STREETS TAKEN FROM PLAN REFERENCED IN NOTE 2.b. ABOVE.
4. ELEVATIONS ARE REFERENCED TO THE CITY OF PORTLAND DATUM BASED ON THE TOP OF A GRANITE MONUMENT IN THE SIDEWALK OF ALICE STREET PROVIDED BY THE CITY OF PORTLAND. SEE PLAN FOR TBM DESCRIPTION.
5. UTILITY AS-BUILT WAS PERFORMED BY GORHAM SAND & GRAVEL IN APRIL, 2017 AND PROVIDED TO NCS BY CITY OF PORTLAND PUBLIC WORKS.

Revisions:	By:	Date:	Change:
1	JAP	2/14/2020	REVISED PER CITY REVIEW COMMENTS
PROJECT: 33229		DRAWING NAME: 33229-AS-BUILT.dwg	
ISSUED: JANUARY 3, 2020		SCALE: 1"=40'	FB # 449A
FIELD BY: JAP / DRB		FIELD DATE: 12/31/2019	CHECKED BY: DMW/TFM
Drawing Name and Location:			
AS-BUILT SURVEY PLAN			
PAMELA ROAD, PORTLAND, MAINE			
PROJECT NAME:			
PAMELA ROAD EXTENSION			
PAMELA ROAD, PORTLAND, MAINE			
Prepared For:			
GENEVA VENTURES, LLC			

SURVEYING • ENGINEERING • LAND PLANNING

Northeast Civil Solutions

INCORPORATED

381 PAYNE ROAD, SCARBOROUGH, MAINE 04074

tel 207.883.1000 fax 207.883.1001 e-mail / website
info@northeastcivilsolutions.com
www.northeastcivilsolutions.com

0 40' 80' 160'

STAMP AND SIGNATURE

TROY F. McDONALD
MAINE PROFESSIONAL LAND SURVEYOR No. 2080

DATE _____

MEMORANDUM
City Council Agenda Item

FROM:

DATE: November 6, 2024

SUBJECT: Order 86-24/25 Accepting Black Sparrow Drive and Trailhead Way as Town Ways - Sponsored by Danielle P. West, City Manager

SPONSOR: The Mayor, City Manager, City Clerk, Corporation Counsel, the Planning Board, or up to three (3) members of the Council shall sponsor any orders or other items. If sponsored by a Council Committee, please include the date the committee met and the results of the vote.

(If sponsored by a Council committee, include the date the committee met and the results of the vote.)

COUNCIL MEETING DATE ACTION IS REQUESTED:

1st Reading

**Final
Action**

Can action be taken at a later date: No If action cannot be taken at a later date, please explain why. Do NOT write yes or no; that will be automatically generated by the checkbox.

Does this item involve a new contract with the City: No

PRESENTATION: Please list the presenter(s), type, and length of presentation

I. SUMMARY

II. AGENDA DESCRIPTION

The roads in the first phase of the Stroudwater Preserve were construction of two paved roads, Black Sparrow Drive and a portion of Trailhead Way, from the southeasterly side of Westbrook Street and throughout Phase 1 of the Stroudwater Preserve subdivision. The roads in Phase 1, Black Sparrow Drive and a portion of Trailhead Way, have been built to City standards and are ready for the City Council to consider accepting as public ways. Once Phase 2 of Stroudwater Preserve is completed Trailhead Way will connect to additional roads being constructed in Phase 2 of the Stroudwater Preserve subdivision.

Five affirmative votes are required for passage after public comment.

III. BACKGROUND

Background information that will not appear in the Agenda Description

IV. INTENDED RESULT AND/OR COUNCIL GOAL ADDRESSED

V. FINANCIAL IMPACT

Please indicate whether or not there is a financial impact. Please note that per Council Rule 12, this form must have "a separate fiscal impact statement memo attached if the impact of the item is \$50,000 or more in a given fiscal year. This memo shall include details and information describing the fiscal impact including, but not limited to, projected costs, revenues or savings over a three (3) year period and/or any potential impacts on the City tax levy."

VI. STAFF ANALYSIS AND BACKGROUND

Staff Analysis that will not appear in the Agenda Description.

VII. RECOMMENDATION

VIII. LIST ATTACHMENTS

1. Order 86-ACCEPTING BLACK SPARROW DRIVE AND TRAILHEAD WAY AS TOWN WAYS
2. PACKET_BLACK SPARROW DRIVE AND TRAILHEAD WAY

Prepared by:

Date: 11/06/2024

MARK DION (MAYOR)
PIOUS ALI (A/L)
APRIL D. FOURNIER(A/L)
ROBERTO RODRÍGUEZ (A/L)

CITY OF PORTLAND
IN THE CITY COUNCIL

ANNA TREVORROW (1)
VICTORIA L. PELLETIER (2)
REGINA L. PHILLIPS (3)
ANNA BULLETT (4)
KATE SYKES (5)

**ORDER ACCEPTING BLACK SPARROW DRIVE AND TRAILHEAD WAY AS TOWN
WAYS**

ORDERED, that pursuant to 23 M.R.S. § 3025, the City hereby accepts Black Sparrow Drive and Trailhead Way as town ways in fee title and certain associated easement interests, and the deed for said ways and easements conveyed therein according to the deed and descriptions attached to this Order are hereby approved and accepted, substantially in the form attached hereto as Exhibit A.

EXHIBIT A

Trailhead Way

A certain lot or parcel of land located southerly of, but not adjacent to, Westbrook Street in the City of Portland, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at a point on the westerly sideline of Black Sparrow Drive and southeast corner of Lot 29 as depicted on Subdivision Plat, Phase I Stroudwater Preserve, made for Stroudwater Development Partners, LLC, by Acorn Engineering, Inc., dated November 9, 2017 and revised through April 12, 2022 as recorded in the Cumberland County Registry of Deeds in Plan Book 222, Page 157. Thence:

- 1) S 18°33'30" E by the westerly sideline of said Black Sparrow Drive a distance of Nine and 98/100 (9.98) feet to a granite monument with brass plug;
- 2) by said Black Sparrow Drive a distance of Sixty and 02/100 (60.02) feet to a northeasterly corner Lot 30 as depicted on said Plan;
- 3) Northwesterly by said Lot 30 following a non-tangent curve to the left, having a radius of Ten and 00/100 (10.00) feet, an arc distance of 15.73 feet to a point of tangency, said point of tangency being located N 63°37'00" W a distance of Fourteen and 16/100 (14.16) feet from the last described point;
- 4) S 71°19'30" W by said Lot 30 and Lot 44 as depicted on said Plan, a distance of One Hundred Forty-Two and 48/100 (142.48) feet to a point of curvature;
- 5) Southwesterly by said Lot 44 and Lots 43 and 42 as depicted on said Plan following a curve to the left, having a radius of Two Hundred Seventy-Five and 00/100 (275.00) feet, an arc distance of One Hundred Sixty-Eight and 33/100 (168.33) feet to a point of tangency;
- 6) S 36°15'13" W by said Lot 42 and Lot 41 as depicted on said Plan a distance of Ninety-Four and 68/100 (94.68) feet to a point of curvature at the northerly corner of Lot 40 as depicted on said Plan;
- 7) Southwesterly by said Lot 40 and Lot 39 as depicted on said Plan following a curve to the right, having a radius of Two Hundred Twenty-Five and 00/100 (225.00) feet, an arc distance of One Hundred Thirty-Six and 33/100 (136.33) feet to a point of tangency;
- 8) S 70°58'08" W by said Lot 39 and the westerly terminus of said Black Sparrow Drive a distance of Eighty- One and 18/100 (81.18) feet to a granite monument with brass plug;
- 9) S 70°58'08" W by said Black Sparrow Drive, Lot 18 and Open Space Lot 100 as depicted on said Plan a distance of One Hundred Thirty-Nine and 78/100 (139.78) feet to a point;

- 10) N 19°01'52" W through land of the Grantor a distance of Fifty and 00/100 (50.00) feet to a point on the southerly sideline of Lot 19 as depicted on said Plan;
- 11) N 70°58'08" E by said Lot 19 and Lots 20, 21 and 22 as depicted on said Plan a distance of Two Hundred Twenty and 96/100 (220.96) feet to a point of curvature and granite monument with brass plug;
- 12) Northeasterly by said Lot 22 and Lot 23 as depicted on said Plan following a curve to the left, having a radius of One Hundred Seventy-Five and 00/100 (175.00) feet, an arc distance of One Hundred Six and 03/100 (106.03) feet to a point of tangency and granite monument with brass plug;
- 13) N 36°15'13" E by said Lot 23 and Lot 25 as depicted on said Plan a distance of Ninety-Four and 68/100 (94.68) feet to a point of curvature and granite monument with brass plug;
- 14) Northeasterly by said Lot 25 and Lots 26, 27 and 28 as depicted on said Plan following a curve to the right, having a radius of Three Hundred Twenty-Five and 00/100 (325.00) feet, an arc distance of One Hundred Ninety-Eight and 94/100 (198.94) feet to a point of tangency and granite monument with brass plug;
- 15) N 71°19'30" E by said Lot 28 and Lot 29 as depicted on said Plan a distance of One Hundred Forty-Two and 62/100 (142.62) feet to a point of curvature;
- 16) Northeasterly by said Lot 29 following a curve to the left, having a radius of Ten and 00/100 (10.00) feet, an arc distance of Fifteen and 69/100 (15.69) feet to the point of beginning.

Bearings are referenced to Grid North, Maine State Plane Coordinate System, West Zone, NAD83.

The above-described parcel contains 38,693 square feet, more or less, and being designated as Trailhead Way on Subdivision Plat, Phase I Stroudwater Preserve, made for Stroudwater Development Partners, LLC, by Acorn Engineering, Inc., dated November 9, 2017 and revised through April 12, 2022 as recorded in the Cumberland County Registry of Deeds in Plan Book 222, Page 157 (the "Phase I Plan").

Black Sparrow Drive

A certain lot or parcel of land located on the southerly sideline of Westbrook Street in the City of Portland, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at a point located on the southerly sideline of Westbrook Street and the northwesterly corner of Lot 1 as depicted on the Phase I Plan. Thence:

- 1) Southeasterly by said Lot 1 following a curve to the left, having a radius of Ten and 00/100 (10.00) feet, an arc distance of Fifteen and 61/100 (15.61) feet to a point of tangency, said point of tangency being located S 26°09'49" W a distance of Fourteen and 07/100 (14.07) feet from said point of beginning;
- 2) S 18°33'30" E by said Lot 1, and Lots 4, 5 and 6 as depicted on said Plan a distance of Two Hundred Fifty-Seven and 38/100 (257.38) feet to a point of curvature and granite monument with brass plug;
- 3) Southerly and southwesterly by said Lot 6 and Lots 7, 8, 9 and 10 and Open Space Lot 100 as depicted on said Plan following a curve to the right, having a radius of Two Hundred Fifty and 00/100 (250.00) feet, an arc distance of Three Hundred Forty-Five and 06/100 (345.06) feet to a point of tangency and granite monument with brass plug;
- 4) S 60°31'22" W by said Open Space Lot 100 and Lots 11 and 12 as depicted on said Plan a distance of One Hundred Seventy-Nine and 64/100 (179.64) feet to a point of curvature and granite monument with brass plug;
- 5) Westerly and northwesterly by said Lot 12 and Lots 13, 14, 15, 16 and 17 as depicted on said Plan following a curve to the right, having a radius of Two Hundred Twenty-Five and 00/100 (225.00) feet, an arc distance of Three Hundred Ninety-Four and 45/100 (394.45) feet to a point of tangency and granite monument with brass plug;
- 6) N 19°01'53" W by said Lot 17 a distance of Five and 00/100 (5.00) feet to a point of curvature;
- 7) Northwesterly by said Lot 17 and Lot 18 as depicted on said Plan following a curve to the left, having a radius of Ten and 00/100 (10.00) feet, an arc distance of Fifteen and 71/100 (15.71) feet to a point on the southerly sideline of Trailhead Way as depicted on said Plan;
- 8) N 70°58'08" E by said Trailhead Way a distance of Ten and 00/100 (10.00) feet to a granite monument with brass plug;
- 9) N 70°58'08" E by said Trailhead Way, a distance of Sixty and 00/100 (60.00) feet to a westerly corner of Lot 39 as depicted on said Plan;
- 10) Southwesterly by said Lot 39 following a non-tangent curve to the left, having a radius of Ten and 00/100 (10.00) feet, an arc distance of Fifteen and 71/100 (15.71) feet to a point of tangency, said point of tangency being located S 25°58'07" W a distance of Fourteen and 14/100 (14.14) feet from the last described point;
- 11) S 19°01'53" E by said Lot 39 a distance of Five and 00/100 (5.00) feet to a point of curvature;

- 12) South and Southeasterly by said Lot 39 and Lots 38, 37 and 36 as depicted on said Plan following a curve to the left, having a radius of One Hundred Seventy-Five and 00/100 (175.00) feet, an arc distance of Three Hundred Six and 79/100 (306.79) feet to a point of tangency;
- 13) N 60°31'22" E by said Lot 36 and Lots 35 and 34 as depicted on said Plan a distance of One Hundred Seventy-Nine and 64/100 (179.64) feet to a point of curvature;
- 14) Northeasterly and northerly by said Lot 34 and Lots 33, 32 and 31 as depicted on said Plan following a curve to the left, having a radius of Two Hundred and 00/100 (200.00) feet, an arc length of Two Hundred Seventy-Six and 05/100 (276.05) feet to a point of tangency;
- 15) N 18°33'30" W by said Lot 31, Lot 30 and the easterly terminus of said Trailhead Way a distance of One Hundred Fifty-One and 47/100 (151.47) feet to a granite monument with brass plug;
- 16) N 18°33'30" W by said Trailhead Way and Lot 29 as depicted on said Plan a distance of One Hundred Five and 24/100 (105.24) feet to a point of curvature;
- 17) Northwesterly by said Lot 29, following a curve to the left having a radius of Ten and 00/100 (10.00) feet, an arc length of Fifteen and 80/100 (15.80) feet to a point on the southerly sideline of said Westbrook Street;
- 18) N 70°53'08" E by said Westbrook Street, a distance of Sixty and 10/100 (60.10) feet to a granite monument with brass plug;
- 19) N 70°53'08" E by said Westbrook Street, a distance of Nine and 90/100 (9.90) feet to the point of beginning.

Bearings are referenced to Grid North, Maine State Plane Coordinate System, West Zone, NAD83.

The above-described parcel contains 56,229 square feet, more or less, and being designated as Black Sparrow Drive on the Phase I Plan.

Until substantial completion of all three phases of Stroudwater Preserve, Stroudwater Development Partners, LLC, its successors and assigns ("Stroudwater"), reserves a perpetual, non-exclusive easement to install, locate, repair, maintain, replace and use above and underground "Utility services" within the meaning of 33 M.R.S.A. §458 (2018), on, in, over, across, under and along the above described roads (the "Utility Easement"). The City is hereby granted the right to control said "utility services" for street opening permitted repairs as it would in any other public way within the City of Portland, Maine.

Stroudwater further reserves the right to construct a private way from Black Sparrow Drive to serve Lots 1 through 4 as shown on the Plan (the “Private Way Easement”).

The Utility Easement and Private Way Easement rights reserved by Stroudwater are subject to the agreement that upon completion of exercising said reserved right, Stroudwater will repair Trailhead Way and Black Sparrow Drive to the same or substantially same condition.

Also reserving to Stroudwater, a 10-foot-wide easement for a private force main to be located exclusively within the sidewalk area, except where the main is shown crossing the street at the intersections of Black Sparrow Drive and Trailhead Way. The City is hereby granted the right to control said force main for street opening repairs.

15 Foot Access and Maintenance Easement

A non-exclusive easement for access and maintenance of a 30-inch storm drain pipe outletting from drainage manhole number 7 located within Black Sparrow Drive to Detention Pond #1 as shown on the Phase I Plan more particularly bounded and described as follows:

A certain easement or right of way located on the southeasterly side of Black Sparrow Drive in the City of Portland, County of Cumberland, and State of Maine, bounded and described as follows:

Commencing at a point on the southeasterly side of Black Sparrow Drive at the westerly corner of land designated as Lot 10 as shown on Subdivision Plat – Phase I “Stroudwater Preserve” made for Stroudwater Development Partners, LLC by Acorn Engineering as amended through April 12, 2022 recorded at the Cumberland County Registry of Deeds in Book 222, Page 157. Thence; southwesterly by said Black Sparrow Drive following a curve to the right, having a radius of 250.00 feet, an arc distance of 3.44 feet to the Point of Beginning. Thence:

- 1) S 30°42’55” E through land of the Grantor a distance of 74.17 feet;
- 2) S 05°16’30” E through said land of the Grantor a distance of 135.51 feet;
- 3) S 84°43’30” W through said land of the Grantor a distance of 15.00 feet;
- 4) N 05°16’30” W through said land of the Grantor a distance of 132.13 feet;
- 5) N 30°42’55’ W through said land of the Grantor a distance of 69.69 feet to said Black Sparrow Drive;
- 6) Northeasterly by said Black Sparrow Drive following a non-tangent curve to the left, having a radius of 250.00 feet, and arc distance of 15.04 feet to the Point of Beginning.

Bearings are referenced to Grid North, Maine State Plane Coordinate System, West Zone, NAD83.

The above-described easement, being 15-feet in width, is designated as “PROP. 15’-WIDE ACCESS EASEMENT & MAINTENANCE EASEMENT” leading from Black Sparrow Drive to Detention Pond #1 as shown the Phase I Plan.

Included herewith is the right, but not obligation to access, maintain, utilize, inspect, and patrol the aforementioned Detention Pond.

Light Box Cabinet Easement

The right to use, access, maintain, repair, and replace the light control cabinet installed within the southerly corner of Lot 4 as shown on the plan entitled Subdivision Plat – Phase I, Stroudwater Preserve, 1700 Westbrook Street, Portland, Maine” signed by the City of Portland Planning Board on March 27, 2018, and recorded in the Cumberland County Registry of Deeds in Plan Book 218, Page 275, as amended July 31, 2018 by plat recorded in said registry in Book 218, Page 339, as amended by plat recorded in said Registry in Plan Book 219, Page 209, as amended by plat recorded in said Registry in Plan Book 220, Pages 198 and 202, as amended by plat recorded in said Registry in Plan Book 221, Page 371 and as the same may be further amended from time to time, the location of which is described as follows:

A certain easement or right of way located on the northeasterly side of Black Sparrow Drive in the City of Portland, County of Cumberland, and State of Maine. Bounded and described as follows:

Commencing on the northeasterly side of Black Sparrow Drive at the westerly corner of land designated as Lot 5 as shown on a Plan of Subdivision Plat – Phase I “Stroudwater Preserve” made for Stroudwater Development Partners, LLC by Acorn Engineering, Inc. as amended through April 12, 2022 recorded at the Cumberland County Registry of Deeds in Plan Book 222, Page 157. Thence, N 18°33’30” W by said Black Sparrow Drive a distance of 10.00 feet to the **Point of Beginning**. Thence:

- 1) N 18°33’30” W by said Black Sparrow Drive a distance of 8.33 feet;
- 2) N 71°26’30” E through land designated as Lot 4 as shown on said plan a distance of 12.00 feet;
- 3) S 18°33’30” E through said Lot 4 a distance of 8.33 feet;
- 4) S 71°26’30” W through said Lot 4 a distance of 12.00 feet to the **Point of Beginning**.

Bearings are referenced to Grid North, Maine State Plane Coordinate System, West Zone, NAD83.

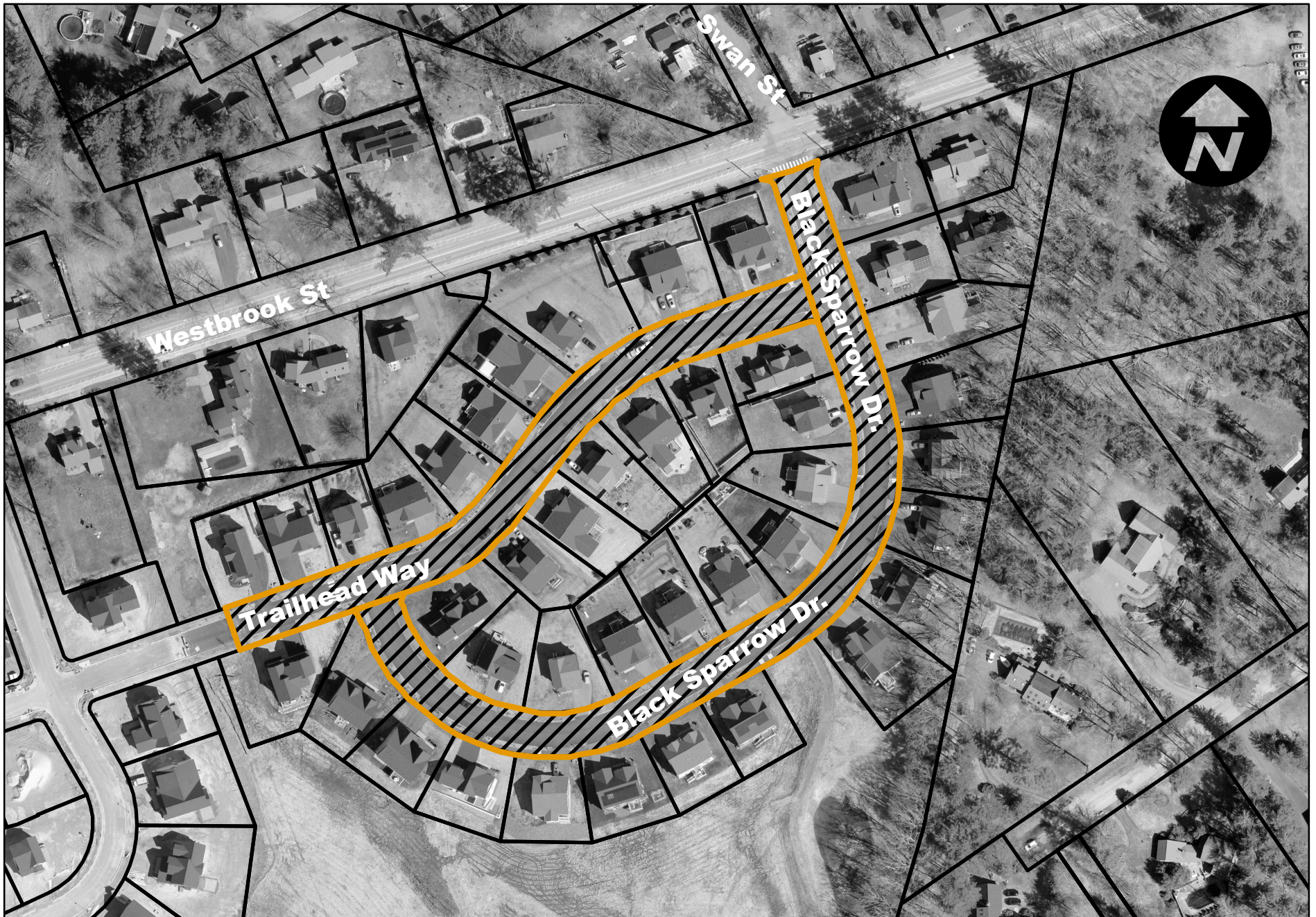
The above-described easement lies over a portion of land designated as Lot 4 as shown on a plan of Subdivision Plat – Phase I “Stroudwater Preserve” made for Stroudwater Development Partners, LLC by Acorn Engineering, Inc. as amended through April 12, 2022 recorded at the Cumberland County Registry of Deeds in Plan Book 222, Page 157. The source of the above-described easement area and the Grantor’s right to use, access, maintain, repair, and replace the light control cabinet installed within the southerly corner of Lot 4 can be found an instrument from Graham Wellman and Roople Unia to Stroudwater Development Partners, LLC dated March 8, 2024 and recorded in Book 40646, Page 304 as corrected by instrument dated September 7, 2024 and recorded in said Registry in Book 40988, Page 66. The above-described

premises and easements are conveyed subject to and with the benefit of the following, all of which are recorded in the Cumberland County Registry of Deeds:

1. Rights, easements, conditions and restrictions as set forth in an instrument from Newman H. Young and Harry A. Furbish to Portland Water District dated June 1, 1932 and recorded in Book 1399, Page 462 as amended by Easement Modification Agreement dated August 20, 2018 and recorded in Book 35087, Page 72.
2. Certificate of Waiver Approval by the City of Portland to Onex Company dated January 29, 2018 and recorded in Book 34646, Page 56.
3. Easement Deed (Open Space Easement - 1700 Westbrook Lot) from Stroudwater Development Partners, LLC to the City of Portland dated May 17, 2018 and recorded in Book 34919, Page 146.
4. Easement Deed (Public Access Easement - 1700 Westbrook Lot) from Stroudwater Development Partners, LLC to Portland Trails dated May 17, 2018 and recorded in Book 34919, Page 143.
5. Stormwater Drainage System Maintenance Agreement for Stroudwater Preserve by Stroudwater Development Partners, LLC dated May 17, 2018 and recorded in Book 34919, Page 148.
6. Reciprocal Stormwater Maintenance and Easement Agreement between Stroudwater Development Partners, LLC and the City of Portland dated June 25, 2018 and recorded in Book 34943, Page 193.
7. Easement Deed from Stroudwater Development Partners, LLC to Portland Water District dated August 13, 2018 and recorded in Book 35087, Page 75.
8. Easement from Stroudwater Development Partners, LLC to Central Maine Power Company dated August 8, 2018 and recorded in Book 35310, Page 184.
9. Conditions and restrictions as set forth in a Declaration of Stroudwater Preserve Homeowners' Association by Stroudwater Development Partners, LLC dated June 14, 2019 and recorded in Book 35717, Page 204 and re-recorded in Book 35718, Page 123.
10. Line Extension Conveyance from Stroudwater Development Partners, LLC to Central Maine Power Company dated April 8, 2019 and recorded in Book 35748, Page 117.

11. Drainage Easement 1 from Stroudwater Development Partners, LLC to Stroudwater Preserve Phase I Homeowner's Association dated August 19, 2024 and recorded in Book 40942, Page 128.
12. Drainage Easement 2 from Stroudwater Development Partners, LLC to Stroudwater Preserve Phase I Homeowner's Association dated August 19, 2024 and recorded in Book 40942, Page 133.
13. Drainage Easement 3 from Stroudwater Development Partners, LLC to Stroudwater Preserve Phase I Homeowner's Association dated August 19, 2024 and recorded in Book 40942, Page 137.
14. Stormwater Drainage System Maintenance Agreement for Stroudwater Preserve Phase I dated July 30, 2020 and recorded in Book 36995, Page 89.
15. Underground line easement from Stroudwater Development Partners, LLC to Central Maine Power Company dated September 21, 2020 and recorded in Book 37351, Page 83.
16. Declaration of Access and Road Maintenance Covenants dated November 25, 2020 and recorded in Book 37495, Page 193.
17. Underground line easement from Stroudwater Development Partners, LLC to Central Maine Power Company dated October 18, 2023 and recorded in Book 40442, Page 275.

STREET ACCEPTANCE APPLICATION			
Applicant Checklist	DPW Checklist	# of Copies	GENERAL WRITTEN SUBMISSIONS CHECKLIST
X	✓	1	Completed Application form
X	✓	1	Application fees
Cover Letter	✓	1	Written description of project
Attachment 2	✓	1	Legal Description of Street or portion thereof to be accepted
Attachment 1	✓	1	Evidence of right, title and interest for applicant's property
N/A	n/a	1	List of all abutting property owners (for dedications made prior to July 7, 1948)
Cover Letter	✓	1	List of all public utilities within the right-of-way.
Attachment 2	✓	1	Summary of existing and/or proposed easement, covenants, public or private rights-of-way, or other burdens on the street
Attachment 3	✓	1	Letters from public utilities detailing interests they have in all or portion of street to be accepted.
Attachment 5	✓	1	Copy of Plan (typically, a subdivision plan) dedicating the street or way as recorded in the registry of deeds.
N/A	n/a	1	Petition for Street Acceptance (template included as Attachment 1 to application form) for Street dedicated prior to July 7, 1948.
Attachment 4	✓	1	Petition for Street Acceptance (template included as Attachment 2 to application form) for Street Constructed on Private Lands by the Owner Thereof and for Streets dedicated on or after July 7, 1948.
N/A	n/a	1	Waiver and Indemnification Form (template included as Attachment 3 to application form). Required for Streets dedicated prior to July 7, 1948. Not required for streets or ways previously constructed on private land or streets or ways dedicated on or after July 7, 1948.
Attachment 2	✓	1	Deed from Owner(s) of property to the City of Portland for property within the boundaries of the Street (for streets constructed on private lands by the owner thereof and/or for streets not dedicated prior to July 7, 1948. Not required for streets or ways dedicated prior to July 7, 1948). Template included as Attachment 4.
Attachment 6	✓	1	A street boundary plan or subdivision plan and an as-built plan, profile and cross-section of the street, all complying with the Engineering Division's "Engineering Design and As-Built Submission Requirements."



**Proposed Acceptance of
Black Sparrow Dr. and
a Portion of Trailhead Way
October 6, 2024 1" = 150'**

CITY OF PORTLAND, MAINE
DEPT. OF PUBLIC WORKS
212 Canco Rd Suite B PORTLAND, MAINE 04101
PHONE (207) 874-8846 FAX (207) 874-8852

Page 242



0 75 150 300
Feet

Department of Public Works
Mike Murray
Director
October 6, 2024



Subject: Stroudwater Preserve Phase 1, Black Sparrow Drive and a portion of Trailhead Way
Street Acceptances

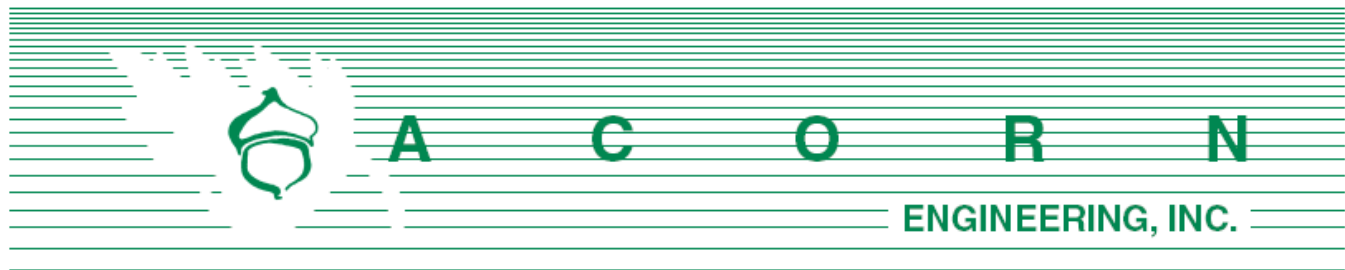
The first phase of the development involved the construction of two paved roads, Black Sparrow Drive and a portion of Trailhead Way, from the southeasterly side of Westbrook Street and throughout Phase 1 of the Stroudwater Preserve subdivision, see the attached plans. The newly constructed Black Sparrow Drive and a portion of Trailhead Way were initially approved by the Planning Board in March of 2018 as part of a three phased residential subdivision development, with the last administrative amendment to the Phase 1 subdivision plan made by the Planning Director in April 2022. In those approvals the Phase 1 development of Black Sparrow Drive and a portion of Trailhead Way were intended to be accepted as City streets. The now completed roads feature a public stormwater system for the collection and treatment of stormwater originating from proposed public streets. The proposed public streets involved the building of additional private stormwater infrastructure facilities and a private sanitary forcemain sewer system to service the new subdivision. Sanitary sewerage will be pumped from a private sewer pump station along Black Sparrow Drive, up to an existing public sanitary sewer in Westbrook Street. Water, sewer, electric, natural gas, and communications have been extended along the proposed right-of-ways (ROW) of Phase 1 of Stroudwater Preserve to service the proposed and completed development. The utilities are already serving the developed lots along Black Sparrow Drive and the portion of Trailhead Way which are proposed to be accepted. Fire hydrants have been placed along the proposed sections of both streets to be accepted, servicing the newly developed lots. Black Sparrow Drive and the portion of Trailhead Way to be accepted as a City streets were built to city standards allowing for emergency vehicle access. Once Phase 2 of Stroudwater Preserve is completed and its roads made ready for additional street acceptances by the City, the portion of Trailhead Way proposed herein to be accepted at this time, will connect to a further extension of the travelled way of Trailhead Way into and through Phase 2 of Stroudwater Preserve. Phase 2 of Stroudwater Preserve is currently under construction.

The streets completed as part of Phase 1 are completed to the satisfaction of the Department of Public Works and are ready for the City Council to consider accepting as City streets and public ways. Please see the attached as-built plan, accepted subdivision, and additional documents for more information.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Murray", with a long, sweeping horizontal line extending to the right.

Mike Murray



Mike Murray, Director
Department of Public Works
250 Canco Road
Portland, ME 04103

October 18, 2024

Subject: Street Acceptance Application - Black Sparrow Drive & Trailhead Way
Stroudwater Preserve - Portland, Maine

Mr. Murray:

On behalf of Stroudwater Development Partners, LLC, Acorn Engineering is pleased to submit the accompanying updated package of street acceptance application materials related to the Phase I redevelopment of 1700 Westbrook St. This package was originally submitted in October of 2019, and is now updated with the latest attachments related to the development.

The two proposed City accepted streets included in this application are Black Sparrow Drive from Station 20+00 to Station 31+61.23 and Trailhead Way from Station 40+00 to Station 48+50, as shown in the attached Subdivision Plat – Phase I recorded at the Cumberland County Registry of Deeds, Book 222, Page 157 and further described in Attachment 2: Warranty Deed.

Public utilities located within the right-of-way for Black Sparrow Drive and Trailhead Way are as follows: single-phase electrical service provided by Central Maine Power, a sanitary manhole within Trailhead Way serviced by the Department of Public Works, an 8" ductile iron watermain tying into Westbrook Street and serviced by the Portland Water District, stormdrains, stormwater BMPs and catch basins listed on the Subdivision Plat, Phase I Stroudwater Preserve, revised through April 12, 2022, maintained by the City of Portland (as listed on the Subdivision Plat, see Attachment 5: Recorded Subdivision Plan) and natural gas pursuant to rights under state utility statute. Refer to Attachment 3: Utility Easements for applicable recorded easements.

A summary of updated attachments since the October 2019 application is as follows:

- Completed Application form: Updated with latest contact information & ownership signature. The \$2,000 Street Acceptance fee was paid with the previous application.
- Attachment 1, RTI: No update.
- Attachment 2, Warranty Deed: Updated per comments from DPW.
- Attachment 3, Utility Easements: Stormwater Maintenance Agreement has been updated to the most recently recorded version.
- Attachment 4, Petition for Street Acceptance: Updated to reference the most recently recorded subdivision plat.
- Attachment 5, Recorded Subdivision Plan: Updated to include the most recently recorded subdivision plat.
- Attachment 6, As Built Plans: Updated per comments from DPW.

This submission package is intended to meet the Department of Public Works Street Acceptance Application Requirements, as indicated in the City of Portland Code of Ordinances Sections 25-46 through 24-52. Stroudwater Development Partners, LLC and the design team look forward to your review of this application.

Sincerely,

A handwritten signature in dark ink, appearing to read "Will Savage".

William H. Savage, P.E.
Principal - Project Manager
Acorn Engineering, Inc.





Street Acceptance Application Portland, Maine

Department of Public Works

Portland's Department of Public Works coordinates requests for the acceptance of public streets. Attached is the application form for a request for a Street Acceptance.

Street Acceptance:

The procedure for dedicating and accepting a public way or street is established by State law at 23 M.R.S. Sec. 3025 and in the City of Portland's Code of Ordinances at Sections 25-46 through 24-52. The precise process to be followed depends on when and how the original dedication is/was made. For more detailed information on the process that must be followed, please see City of Portland Code of Ordinances at Sections 25-46 through 24-52. Below is a summary of the requirements, provided here for informational purposes only.

I. Dedications Made Prior to July 7, 1948.

For streets or ways dedicated for public travel prior to July 7, 1948: Where the threshold requirements for dedication and the width of the proposed public street outlined in Section 25-47 have been satisfied, a majority of abutters on the street or way may petition the City Council to accept and improve the street. In doing so, the abutters will be required to waive their right to any damages resulting from the laying out and acceptance of the street. The decision whether to grant the abutters' petition and accept the street lies solely with the City Council, after receiving recommendations from the Planning Board and the Public Works authority. In the event the Council grants the petition, the City will assess a portion of the cost of the street improvements to the abutters. See Section 25-47(d); and 23 M.R.S. §§ 3601-3605.

The petition to be completed and submitted, along with the waiver are included herewith as Attachments 1 & 3.

II. Dedications Made On or After July 7, 1948.

For a street or way that that has been constructed on private lands by the owner thereof and for a street or way not dedicated for public travel prior to July 7, 1948:

- A. A deed conveying to the City the property within the boundaries of the street will be required. A template is attached hereto as Attachment 3. Applicants are advised to work with their own legal counsel on finalizing any and all legal documents.
- B. The dimensions of the street must comply with the requirements contained in Section 25-48 of the City Code.
- C. A plan of the street (e.g. subdivision plan) must have been previously recorded in the Cumberland County Registry of Deeds.
- D. A petition to the City Council, together with the street or subdivision plan as recorded in the Cumberland County Registry of Deeds, as-built plan, profile and cross-section of the street or way as required by Section 25-48 must be submitted;
- E. The street or way must have been previously constructed in accordance with the specifications

contained in Section 25-48;

- F. All plans must comply with the Department of Public Works Engineering Division's "Engineering Design and As-Built Plan Submission Requirements" on file at the Department of Public Works Engineering office.

STREET NAME: Black Sparrow Drive and Trailhead Way

STREET ACCEPTANCE REQUEST AND SUMMARY OF FACTS RELATING TO DEDICATION:

Streets have been designed in accordance with City of Portland Standards

Streets are part of site plan/subdivision approval Portland Project #:2017-193 and 2017-199

CONTACT INFORMATION:

Applicant – must be owner, Lessee or Buyer Name: Stroudwater Development Partners, LLC Business Name, if applicable: Address: 40 South Street, Suite 305 City/State : Marblehead, MA Zip Code:01945	Applicant Contact Information E-mail: jhr@jhrdevelopment.com Home #: Work #: 781-631-5015 Cell #: 781-690-3568 Fax#:
Adjoining Owner – (if different from Applicant) Name: Address: City/State : Zip Code:	Owner Contact Information E-mail: Home #: Work #: Cell #: Fax#:
Agent/ Representative Name: Jason Howe Address: One City Center, PO Box 9546 City/State : Portland, ME Zip Code: 04112-9546	Agent/Representative Contact information E-mail: jhowe@preti.com Home #: Work #: 207-791-3270 Cell #: 207-400-7716 Fax#:
Billing Information	Billing Information

Name: Stroudwater Development Partners, LLC Address: 40 South Street, Suite 305 City/State : Marblehead, MA Zip Code: 01945	E-mail: sgriffin@jhrdevelopment.com Home #: Work #: 781-631-5015 Cell #: 207-939-5432 Fax#:
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Engineer Name: Acorn Engineering, Inc. Address: 500 Washington Ave, Suite 202 City/State : Portland, ME Zip Code: 04103	Engineer Contact Information E-mail: wsavage@acorn-engineering.com Home #: Work #: 207-775-2655 Cell #: 207-317-1884 Fax#:
Surveyor Name: Sebago Technics Address: 75 John Roberts Rd, Suite 4a City/State : South Portland, ME Zip Code: 04106	Surveyor Contact Information E-mail: nelliston@sebago-technics.com Home #: Work #: 207-200-2100 Cell #: Fax#:
Architect Name: N/A Address: City/State : Zip Code:	Architect Contact Information E-mail: Home #: Work #: Cell #: Fax#:
Attorney Name: Jason Howe Address: One City Center, PO Box 9546 City/State : Portland, ME Zip Code: 04112-9546	Attorney Contact Information E-mail: jhowe@preti.com Home #: Work #: 207-791-3270 Cell #: 207-400-7716 Fax#:

APPLICATION FEES:

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

Street Acceptance: A fee for the acceptance must be submitted by check or credit card to the City of Portland in accordance with Section 14-54 of the Municipal Code along with direct reimbursement for noticing, legal ads, planner review time, and legal review.

___ \$2,000 – Public Street Acceptance

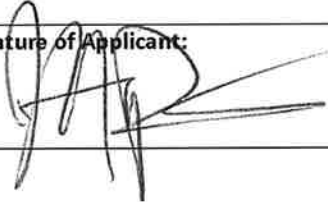
The City invoices separately for the following:

- 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.

APPLICANT SIGNATURE:

This application is for a Street Acceptance. It is not a permit to begin construction.

Signature of Applicant: 	Date: 10-18-24
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STREET ACCEPTANCE APPLICATION			
Applicant Checklist	DPW Checklist	# of Copies	GENERAL WRITTEN SUBMISSIONS CHECKLIST
X		1	Completed Application form
X		1	Application fees
Cover Letter		1	Written description of project
Attachment 2		1	Legal Description of Street or portion thereof to be accepted
Attachment 1		1	Evidence of right, title and interest for applicant's property
N/A		1	List of all abutting property owners (for dedications made prior to July 7, 1948)
Cover Letter		1	List of all public utilities within the right-of-way.
Attachment 2		1	Summary of existing and/or proposed easement, covenants, public or private rights-of-way, or other burdens on the street
Attachment 3		1	Letters from public utilities detailing interests they have in all or portion of street to be accepted.
Attachment 5		1	Copy of Plan (typically, a subdivision plan) dedicating the street or way as recorded in the registry of deeds.
N/A		1	Petition for Street Acceptance (template included as Attachment 1 to application form) for Street dedicated prior to July 7, 1948.
Attachment 4		1	Petition for Street Acceptance (template included as Attachment 2 to application form) for Street Constructed on Private Lands by the Owner Thereof and for Streets dedicated on or after July 7, 1948.
N/A		1	Waiver and Indemnification Form (template included as Attachment 3 to application form). Required for Streets dedicated prior to July 7, 1948. Not required for streets or ways previously constructed on private land or streets or ways dedicated on or after July 7, 1948.
Attachment 2		1	Deed from Owner(s) of property to the City of Portland for property within the boundaries of the Street (for streets constructed on private lands by the owner thereof and/or for streets not dedicated prior to July 7, 1948. Not required for streets or ways dedicated prior to July 7, 1948). Template included as Attachment 4.
Attachment 6		1	A street boundary plan or subdivision plan and an as-built plan, profile and cross-section of the street, all complying with the Engineering Division's "Engineering Design and As-Built Submission Requirements."

Attachment 1

Right, Title and Interest

**MORTGAGE, SECURITY AGREEMENT, LEASE ASSIGNMENT
AND FINANCING STATEMENT**

KNOW ALL PERSONS BY THESE PRESENTS that **Stroudwater Development Partners, LLC**, a limited liability company organized under the laws of the State of Maine, having a mailing address 40 South Street, Ste. 305, Marblehead, Massachusetts 01945 (hereinafter called "Grantor"), for consideration paid, the receipt and sufficiency of which is hereby acknowledged, does hereby **Give, Grant, Bargain, Sell, Assign and Convey**, with MORTGAGE COVENANTS unto **Sanford Institution for Savings**, a Maine banking institution, having a place of business at 900 Main Street, Sanford, Maine 04073-0472 (hereinafter called "Grantee"), its successors and assigns forever, to secure the payment of Three Million Seven Hundred Five Thousand Dollars (\$3,705,000.00) and Two Million Three Hundred Forty Four Thousand Dollars (\$2,344,00.00) (collectively the "Loan") with interest and other charges, as applicable, in accordance with the terms and conditions of two (2) Line of Credit Promissory Notes both of even date herewith (collectively the "Note") and all other related loan documents given by Grantor to Grantee (the related loan documents, the Note, and this Mortgage hereinafter collectively the "Loan Documents"), including a certain Performance Guarantee Letter of Credit Reimbursement Agreement governing repayment of any draws upon a certain \$1,511,913.00 Irrevocable Letter of Credit issued by Grantee to the City of Portland, Maine dated of even date herewith (hereinafter collectively referred to as the "Letter of Credit") and to secure other obligations, all as hereafter set forth, a certain lot or parcel of land with the buildings and improvements thereon situated at and near 1700 and 1714 Westbrook Street, Portland, County of Cumberland, State of Maine, and all easements and rights appurtenant thereto (the "Mortgaged Premises"), all as more particularly described in **Exhibit A** attached hereto;

TO HAVE AND TO HOLD the aforegranted and bargained Mortgaged Premises, and the other Collateral as provided below, with all the privileges and appurtenances thereof, to Grantee, its successors and assigns, to its and their use and behoof forever;

PROVIDED NEVERTHELESS, that if Grantor pays to Grantee the amount of the Loan, together with interest and other liabilities charges under the Loan Documents, as applicable, in accordance with all the terms and conditions of this Mortgage and the aforesaid Loan Documents of even date signed and given by Grantor to Grantee and shall repay when due all other advances which are made by Grantee to or for the benefit of Grantor in accordance with the provisions set forth herein and other provisions hereof, as said Note of even date and any notes or evidences of such advances may be renewed, extended and modified from time to time, and until such payment performs all of Grantor's obligations, covenants and agreements contained herein and contained in said Note, then this Mortgage deed, as also said certain Note, shall be void, otherwise shall remain in full force.

Section 1. Security Interest in Personal Property. The Grantor also conveys herewith a security interest in the Grantor's personal property, as provided below:

Section 1.1. Definitions. All capitalized terms used herein without definitions shall have the respective meanings provided therefor in the Loan Documents. The term "State," as used in this Section 1, means the state of the Grantor's organization as identified in the first paragraph of this Mortgage. All terms defined in the Uniform Commercial Code (the "UCC") of the State and used herein shall have the same definitions herein as specified therein; *provided, however*, that the term "instrument" shall be such term as defined in Article 9 of the Uniform Commercial Code of the State rather than Article 3. The term "Obligations," as used in this Section 1 and in this Mortgage, means all of the indebtedness, obligations, and liabilities of the Grantor to the Grantee, individually or collectively, whether direct or indirect, joint

or several, absolute or contingent, due or to become due, now existing or hereafter arising under the Note or in respect to any of the Loan Documents. An "Event of Default," as used herein, shall have such meaning as described in Section 3.8 of this Mortgage.

Section 1.2. Grant of Security Interest. The Grantor as the debtor hereby grants to the Grantee as the secured party, to secure the payment and performance in full of all of the Obligations, a security interest in and so pledges and assigns to the Grantee the following properties, assets, and rights of the Grantor, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof (all of the same being hereinafter called the "Collateral"): all personal and fixture property of every kind and nature including without limitation all goods (including inventory, equipment, and any accessions thereto), instruments (including promissory notes), documents, accounts (including health-care-insurance receivables), chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, supporting obligations, any other contract rights or rights to the payment of money, insurance claims and proceeds, tort claims, and all general intangibles, including, without limitation, all payment intangibles, patents, patent applications, trademarks, trademark applications, trade names, copyrights, copyright applications, software, engineering drawings, service marks, customer lists, goodwill, and all licenses, permits, agreements of any kind or nature pursuant to which the Grantor possesses, uses, or has authority to possess or use property (whether tangible or intangible) of others or others possess, use, or have authority to possess or use property (whether tangible or intangible) of the Grantor, and all recorded data of any kind or nature, regardless of the medium of recording, including, without limitation, all software, writings, plans, specifications, and schematics. Additionally, to the extent that any such Collateral shall be purchased by Grantor with the Loan proceeds (the "Purchase Money Collateral"), Grantor hereby grants a purchase money security interest in the Purchase Money Collateral, which Purchase Money Collateral shall specifically include without limitation the items described, if any, in Section 1.5(g).

Section 1.3. Authorization to File Financing Statements. The Grantor hereby irrevocably authorizes the Grantee at any time and from time to time to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments or addendums thereto that: (a) indicate the Collateral (i) as all assets of the Grantor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the State or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail; and (b) contain any other information required by Part 5 of Article 9 of the Uniform Commercial Code of the State for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether the Grantor is an organization, the type of organization and any organization identification number issued to the Debtor and, (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. The Grantor agrees to furnish any such information to the Grantee promptly upon request. The Debtor also ratifies its authorization for the Grantee to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

Section 1.4. Financing Statement. Grantor hereby acknowledges and agrees that the within Mortgage shall be effective as a financing statement filed or recorded as a fixture filing:

FINANCING STATEMENT

=====

Name and Address of Debtor:

Stroudwater Development Partners, LLC
40 South Street, Suite 305
Marblehead, Massachusetts 01945

Name and Address of Secured Party:

Sanford Institution for Savings
900 Main Street
Sanford, Maine 04073

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(a) This financing statement covers the types (items) of property (or goods) hereinabove described; (b) the above goods are, or are to become, fixtures on real estate situated at the Mortgaged Premises, being more particularly described in Exhibit A, attached hereto, and by this reference made a part hereof; and (c) the name of the record owner of the real estate is the Grantor.

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Section 1.5. Other Actions. Further to insure the attachment, perfection, and first priority of, and the ability of the Grantee to enforce the Grantee's security interest in the Collateral, the Grantor agrees, in each case at the Grantor's own expense, to take the following actions with respect to the following Collateral:

Section 1.5(a). Promissory Notes and Tangible Chattel Paper. If the Debtor shall at any time hold or acquire any promissory notes or tangible chattel paper, the Debtor shall forthwith endorse, assign, and deliver the same to the Grantee, accompanied by such instruments of transfer or assignment duly executed in blank as the Grantee may from time to time specify.

Section 1.5(b). Deposit Accounts. For each deposit account that the Grantor at any time opens or maintains, the Grantor shall, at the Grantee's request and option, pursuant to an agreement in form and substance satisfactory to the Grantee, either (a) cause the depositary Grantee to agree to comply at any time with instructions from the Grantee to such depositary Grantee directing the disposition of funds from time to time credited to such deposit account, without further consent of the Grantor, or (b) arrange for the Grantee to become the customer of the depositary Grantee with respect to the deposit account, with the Grantor being permitted, only with the consent of the Grantee, to exercise rights to withdraw funds from such deposit account. The Grantee agrees with the Grantor that the Grantee shall not give any such instructions or withhold any *withdrawal rights* from the Grantor, unless an Event of Default has occurred and is continuing, or, after giving effect to any withdrawal not otherwise permitted by the Loan Document, would occur. The provisions of this paragraph shall not apply to (i) any deposit account for which the Grantor, the depositary Grantee, and the Grantee have entered into a cash collateral agreement specially negotiated among the Grantor, the depositary Grantee, and the Grantee for the specific purpose set forth therein, (ii) deposit accounts for which the Grantee is the depositary, and (iii) deposit accounts specially and exclusively used for payroll, payroll taxes, and other employee wage and benefit payments to or for the benefit of the Grantor's salaried employees.

Section 1.5(c). Investment Property. If the Grantor shall at any time hold or acquire any certificated securities, the Grantor shall forthwith endorse, assign, and deliver the same to the Grantee, accompanied by such instruments of transfer or assignment duly executed in blank as the Grantee may from time to time specify. If any securities now or hereafter acquired by the Grantor are uncertificated and are issued to the Grantor or its nominee directly by the issuer thereof, the Grantor shall immediately notify the Grantee thereof and, at the Grantee's request and option, pursuant to an

agreement in form and substance satisfactory to the Grantee, either (i) cause the issuer to agree to comply with instructions from the Grantee as to such securities, without further consent of the Grantor or such nominee, or (ii) arrange for the Grantee to become the registered owner of the securities. If any securities, whether certificated or uncertificated, or other investment property now or hereafter acquired by the Grantor are held by the Grantor or its nominee through a securities intermediary or commodity intermediary, the Grantor shall immediately notify the Grantee thereof and, at the Grantee's request and option, pursuant to an agreement in form and substance satisfactory to the Grantee, either (i) cause such securities intermediary or (as the case may be) commodity intermediary to agree to comply with entitlement orders or other instructions from the Grantee to such securities intermediary as to such securities or other investment property, or (as the case may be) to apply any value distributed on account of any commodity contract as directed by the Grantee to such commodity intermediary, in each case without further consent of the Grantor or such nominee, or (ii) in the case of financial assets or other investment property held through a securities intermediary, arrange for the Grantee to become the *entitlement holder* with respect to such investment property, with the Grantor being permitted, only with the consent of the Grantee, to exercise rights to withdraw or otherwise deal with such investment property. The Grantee agrees with the Grantor that the Grantee shall not give any such entitlement orders or instructions or directions to any such issuer, securities intermediary, or commodity intermediary, and shall not withhold its consent to the exercise of any withdrawal or dealing rights by the Grantor, unless an Event of Default has occurred and is continuing, or, after giving effect to any such investment and withdrawal rights not otherwise permitted by the Loan Documents, would occur. The provisions of this paragraph shall not apply to any financial assets credited to a securities account for which the Grantee is the securities intermediary.

Section 1.5(d). Collateral in the Possession of a Bailee. If any goods are at any time in the possession of a bailee, the Grantor shall promptly notify the Grantee thereof and, if requested by the Grantee, shall promptly obtain an acknowledgment from the bailee, in form and substance satisfactory to the Grantee, that the bailee holds such Collateral for the benefit of the Grantee and shall act upon the instructions of the Grantee, without the further consent of the Grantor. The Grantee agrees with the Grantor that the Grantee shall not give any such instructions unless an Event of Default has occurred and is continuing or would occur after taking into account any action by the Grantor with respect to the bailee.

Section 1.5(e). Electronic Chattel Paper and Transferable Records. If the Grantor at any time holds or acquires an interest in any electronic chattel paper or any "transferable record," as that term is defined in § 16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction, the Grantor shall promptly notify the Grantee thereof and, at the request of the Grantee, shall take such action as the Grantee may reasonably request to vest in the Grantee control under UCC § 9-105 of such electronic chattel paper or control under § 16 of the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such transferable record. The Grantee agrees with the Grantor that the Grantee will arrange, pursuant to procedures satisfactory to the Grantee and so long as such procedures will not result in the Grantee's loss of control, for the Grantor to make alterations to the electronic chattel paper or transferable record permitted under UCC § 9-105 or, as the case may be, § 16 of the Uniform Electronic Transactions Act for a party in control to make without loss of control, unless an Event of Default has occurred and is continuing or would occur after taking into account any action by the Grantor with respect to such electronic chattel paper or transferable record.

Section 1.5(f). Letter-of-Credit Rights. If the Grantor is at any time a beneficiary under

a letter of credit now or hereafter issued in favor of the Grantor, the Grantor shall promptly notify the Grantee thereof and, at the request and option of the Grantee, the Grantor shall, pursuant to an agreement in form and substance satisfactory to the Grantee, either (i) arrange for the issuer and any confirmer of such letter of credit to consent to an assignment to the Grantee of the proceeds of any drawing under the letter of credit or (ii) arrange for the Grantee to become the transferee beneficiary of the letter of credit, with the Grantee agreeing, in each case, that the proceeds of any drawing under the letter of credit are to be applied.

Section 1.5(g). Commercial Tort Claims. Commercial tort claims, as referenced in Section 1.2, shall specifically include without limitation such claims, if any, described as follows: _____. In the event the foregoing is left blank, the Grantor represents and warrants that no such tort claims exist as of the date hereof. If the Grantor shall at any time hold or acquire a commercial tort claim, the Grantor shall immediately notify the Grantee in a writing signed by the Grantor of the brief details thereof and grant to the Grantee in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Mortgage, with such writing to be in form and substance satisfactory to the Grantee.

Section 1.5(h). Other Actions as to Any and All Collateral. The Grantor further agrees to take any other action reasonably requested by the Grantee to insure the attachment, perfection and first priority of, and the ability of the Grantee to enforce, the Grantee's security interest in any and all of the Collateral including, without limitation: (a) executing, delivering and, where appropriate, filing financing statements and amendments or addendums relating thereto under the Uniform Commercial Code, to the extent, if any, that the Grantor's signature thereon is required therefor; (b) causing the Grantee's name to be noted as secured party on any certificate of title for a titled good if such notation is a condition to attachment, perfection, or priority of, or ability of the Grantee to enforce, the Grantee's security interest in such Collateral; (c) complying with any provision of any statute, regulation, or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection, or priority of, or ability of the Grantee to enforce, the Grantee's security interest in such Collateral; (d) obtaining governmental and other third-party consents and approvals, including without limitation any consent of any licensor, lessor, or other person obligated on Collateral; (e) obtaining waivers from mortgagees and landlords in form and substance satisfactory to the Grantee; and (f) taking all actions required by any earlier versions of the Uniform Commercial Code or by other law, as applicable in any relevant Uniform Commercial Code jurisdiction, or by other law as applicable in any foreign jurisdiction.

Section 1.6. Representations and Warranties of Grantor's Legal Status. The Grantor represents and warrants to the Grantee as follows: (a) the Grantor's exact legal name, type of organization, and jurisdiction of organization is that indicated in the first paragraph of this Mortgage; (b) the Grantor's correct organizational identification number is provided on the signature page of this Mortgage, or if no such number is provided thereon, Grantor does not have an organizational identification number; and (c) the Grantor's principal place of business or, if more than one, Grantor's chief executive office is located in the State at the address set forth in the first paragraph of this Mortgage, unless otherwise indicated as follows: _____, and if the foregoing is left blank, no such other address exists.

Section 1.7. Other Covenants Concerning Grantor's Legal Status. The Grantor covenants with the Grantee as follows: (a) without providing at least 30 days prior written notice to the Grantee, the Grantor will not change its name, its place of business or, if more than one, chief executive office, or its

mailing address or organizational identification number if it has one, (b) if the Grantor does not have an organizational identification number and later obtains one, the Grantor shall forthwith notify the Grantee of such organizational identification number, and (c) the Grantor will not change its type of organization, jurisdiction of organization, or other legal structure.

Section 1.8. Representations and Warranties Concerning Collateral, Etc. The Grantor further represents and warrants to the Grantee as follows: (a) the Grantor is the owner of or has other rights in the Collateral, free from any adverse lien, security interest, or other encumbrance, except for the security interest created hereunder and other liens expressly permitted and specified by the Loan Documents (the "Permitted Liens"); (b) none of the Collateral constitutes, or is the proceeds of, "farm products" as defined in § 9-102(a)(34) of the Uniform Commercial Code of the State; (c) none of the account debtors or other persons obligated on any of the Collateral is a governmental authority subject to the Federal Assignment of Claims Act or like federal, state, or local statute or rule in respect of such Collateral, (d) the Grantor holds no commercial tort claim as of the date hereof except as indicated in Section 1.5(g), if any, and (e) the Grantor has at all times operated its business in compliance with all applicable provisions of the federal Fair Labor Standards Act, as amended, and with all applicable provisions of federal, state, and local statutes and ordinances dealing with the control, shipment, storage, or disposal of hazardous materials or substances, and (f) all other information set forth on the Loan Documents pertaining to the Collateral is accurate and complete.

Section 1.9. Covenants Concerning Collateral, Etc. The Grantor further covenants with the Grantee as follows: (a) the Collateral, to the extent not delivered to the Grantee as may be required hereunder, will be kept at locations within the State, unless Grantor otherwise gives Grantee written notice thereof; (b) the Grantor will not remove the Collateral from the foregoing locations without providing at least 30 days prior written notice to the Grantee; (c) except for the security interest herein granted and any Permitted Liens, the Grantor shall be the owner of or have other rights in the Collateral free from any lien, security interest, or other encumbrance, and the Grantor shall defend the same against all claims and demands of all persons at any time claiming the same or any interests therein adverse to the Grantee; (d) the Grantor shall not pledge, mortgage, or create, or suffer to exist a security interest in the Collateral in favor of any person other than the Grantee, except for any Permitted Liens; (e) the Grantor will keep the Collateral in good order and repair and will not use the same in violation of law or any policy of insurance thereon; (f) the Grantor will permit the Grantee, or its designee, to inspect the Collateral at any reasonable time, wherever located; (g) the Grantor will pay promptly when due all taxes, assessments, governmental charges, and levies upon the Collateral or incurred in connection with the use or operation of such Collateral or incurred in connection with this Mortgage; (h) the Grantor shall not file any termination, amendment, addendum or other UCC filing with any state or local governmental authority that would in any manner affect the perfection of Grantee's security interest in the Collateral, without provided at least thirty (30) days prior written notice thereof to the Grantee; (i) the Grantor will continue to operate its business in compliance with all applicable provisions of the federal Fair Labor Standards Act, as amended, and with all applicable provisions of federal, state, and local statutes and ordinances dealing with the control, shipment, storage, or disposal of hazardous materials or substances; and (i) the Grantor will not sell or otherwise dispose, or offer to sell or otherwise dispose, of the Collateral or any interest therein except for: (1) sales or leases of inventory (and licenses of any general intangibles) in the ordinary course of business, and (2) so long as no Event of Default has occurred and is continuing, sales or other dispositions of obsolescent items of equipment in the ordinary course of business consistent with past practices of the Grantor.

Section 2. Assignment of Leases and Rents. As further security for payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, Grantor hereby sells, transfers, sets over and assigns to Grantee, its successors and assigns, from this date forward:

Section 2.1. Leases and Rents. All of Grantor's right, title and interest as Landlord in, to, and under all leases and tenancies, including the right to receive the rentals and other payments due thereunder, for the Mortgaged Premises, conveyed this date by Grantor to Grantee, whether oral or written, and including any extensions or renewals, and all rents, additional rents, and other amounts which are or may hereafter become due and owing. This assignment is given to further secure said Note from Grantor to Grantee of even date herewith. In the event the obligations of Grantor to Grantee under the Note and Mortgage Deed shall be fully performed and satisfied, the within assignment shall be void, otherwise it shall remain in force. The Grantor represents that rents due subsequent to this Mortgage and Lease Assignment have not been paid in advance by any tenant, except as may have been disclosed prior hereto to the Grantee. Grantor also hereby assigns and transfers to Grantee, all security deposits and escrows, if any, related to each and every lease assigned herein, and to each and every tenancy, whether or not pursuant to a lease.

Section 2.1(a). Collection of Rents, Right to Enter. Upon the occurrence of any Event of Default, Grantee may, at its option, receive and collect all the said rents and other payments due under any lease, and may also, at its option, in addition, enter upon the said Mortgaged Premises and take possession thereof by its officers, agents, or employees, for the purpose of collection of the rents, and for the operation and maintenance of said Mortgaged Premises, the Grantor hereby authorizes the Grantee in general to perform all acts necessary for the operation and maintenance of said Mortgaged Premises in the same manner and to the same extent that the Grantor might reasonably so act. Grantee shall, after payment of all proper charges and expenses, credit the rentals or other payments which it may receive by virtue of the within assignment to any amounts due Grantee by Grantor under the terms and provisions of said Note and Mortgage and the balance shall be paid by Grantee to Grantor. .

Section 2.1(b). Cancellations, Amendments, Notice to Grantee. Grantor agrees that hereafter Grantor will not: (a) cancel, terminate or surrender any lease; (b) reduce the rent, pay, receive or anticipate rental payments before they are due under the terms of any lease; or (c) modify or amend any lease in any way, either orally or in writing without obtaining the prior written consent of Grantee, which consent will not be unreasonably withheld provided that the security interest of Grantee shall not be adversely affected.

Section 2.1(c). No Waiver of Rights. Grantor agrees that exercise of any right under this Assignment, including the receipt of rent and other payments due by Grantee and including any credit or disposition of such funds for Grantor's account or otherwise, shall not constitute a waiver of any rights, statutory or otherwise, of Grantee, under said Mortgage or Note, including, but not limited to, the right of foreclosure and acceleration of said Mortgage indebtedness.

Section 2.1(d). Obligations of Grantee. It is also understood and agreed by Grantor, that although Grantee shall have the right to perform the obligations of Grantor under any lease, this Assignment shall impose no obligation whatsoever upon Grantee to perform any obligation of the Grantor to be performed under any lease, which obligations Grantor agrees to perform.

Section 2.2. Judgments and Awards. All judgments, awards of damages and settlements hereafter made as a result or in lieu of any taking of the Mortgaged Premises or any interest thereon or part

thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Premises or the improvements thereon or any part thereof, including any award for change of grade or streets. Grantee may apply all such sums or any part thereof so received on the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released. Grantor hereby irrevocably authorizes and appoints Grantee and any attorney-in-fact of Grantee to collect and receive any such judgments, awards and settlements from the authorities or entities making the same, to appear in any proceeding therefor, to give receipts and acquittances therefor, and to apply the same to payment on account of the debt secured hereby, whether then matured or not; and the Grantor will execute and deliver to the Grantee on demand such assignments and other instruments as the Grantee may require for said purposes and will reimburse the Grantee for its cost (including reasonable counsel fees) in the collection of such judgments and settlements.

Section 2.3. No Waiver of Remedies by Receipt. Receipt of rents, awards, and any other monies or evidences thereof, pursuant to the provisions of this Section 2 and any disposition of the same by Grantee, shall not constitute a waiver of the right of foreclosure by Grantee in the event of default or failure of performance by Grantor of any covenant or agreement contained herein or any note secured hereby.

Section 3. Covenants and Agreements. Grantor covenants and agrees with Grantee as follows:

Section 3.1. Title Covenants. Grantor is lawfully seized of an indefeasible estate in fee simple, free from encumbrances, except as may have been specifically noted herein or in Schedule B, Part 1 of the Grantee's final title insurance policy for the Mortgaged Premises (the "Permitted Exceptions"), and has good right and power to convey the Mortgaged Premises to Grantee to hold as aforesaid, and that Grantor shall and will Warrant and Defend the same to Grantee forever against the claims and demands of all persons, except as aforesaid.

Section 3.2. Performance. Grantor shall pay all sums secured hereby when due, including all sums due under the said Note and shall perform all other terms and provisions set forth or referred to therein or herein; Grantor agrees that a default in the payment of said Note or a default in the terms or provisions of said Note shall constitute a default in the terms and provisions of this Mortgage entitling the Grantee to exercise any one or more of its remedies hereunder or available at law or in equity.

Section 3.3. Payment of Taxes, Liens, Etc. Grantor shall pay, when due, all taxes and assessments of every type or nature levied or assessed against the Mortgaged Premises and any claim, lien or encumbrance against the Mortgaged Premises which may be or become due prior to this Mortgage. Grantee, at its option, shall have the right to require that one-twelfth (1/12) of the annual estimated real estate taxes shall be paid monthly to the Grantee, to be held in a non-interest bearing account.

Section 3.4. Insurance. Grantor shall keep the Mortgaged Premises insured against loss or damage by fire, the perils against which insurance is afforded by the Extended Coverage Endorsement, and such other risks and perils as Grantee, in its discretion, may require from time to time, including, without limitation, insurance against flood damage and business interruption. Grantee, at its option, shall have the right to require that one-twelfth (1/12) of the annual estimated premiums for fire, liability and flood insurance coverage shall be paid monthly to the Grantee, to be held in a non-interest bearing account. The policy or policies of such insurance shall be in such form, shall contain such terms and provisions and shall be in such amounts as Grantee may require, and shall be issued by a company or companies approved by Grantee, with loss payable to Grantee its successors and assigns, and shall, at the request of Grantee,

provide for payment of the full replacement value of the Mortgaged Premises in lieu of a specified sum, which replacement value insurance shall be in an amount at all times sufficient to keep Grantor from becoming a co-insurer, which may be evidenced by any agreed amount or similar affirmative statement from any insurer. Such policy or policies also maintain comprehensive general public liability insurance for personal injury and property damage, with contractual liability endorsement, in amounts of not less than Five Hundred Thousand Dollars (\$500,000.00) with respect to any single bodily injury (including death) or single instance of property damage, and not less than Two Million Dollars (\$2,000,000.00) with respect to any accident involving more than a single bodily injury or more than a single instance of property damage, or such greater amounts as Grantee may reasonably require from time to time; Grantor shall deliver simultaneously herewith the policies providing such public liability insurance for personal injury and property damage to the Grantee to be held by the Grantee, except that certificates of insurance, addressed to the Grantee, satisfactory in form and content to Grantee, evidencing such public liability insurance for personal property and property damage insurance may be delivered to the Grantee in lieu of the policies therefor, provided that a copy of the underlying policy is also delivered to the Grantee; the policies for such public liability, personal injury and property damage insurance shall name Grantee its successors and assigns, as an additional insured and shall be carried with such companies and shall contain such other terms and conditions as shall be satisfactory to Grantee, including an obligation upon any such insurer to notify Grantee its successors and assigns, of any cancellation of any such insurance coverage in writing thirty (30) days in advance thereof. Any and all amounts received by Grantee as payee under any of such policies may be applied by Grantee its successors and assigns, to the indebtedness secured hereby in such manner as Grantee may, in its sole discretion, elect, or, at the option of Grantee, the entire amount so received or any part thereof may be released to Grantor. Upon foreclosure of this Mortgage or other acquisition of the Mortgaged Premises or any part thereof by Grantee, such policies naming Grantee as payee shall become the absolute property of Grantee, but receipt of any insurance proceeds and any disposition of the same by Grantee shall not constitute a waiver of any rights of Grantee, statutory or otherwise, and specifically shall not constitute a waiver of the right of foreclosure by Grantee in the event of default or failure of performance by Grantor of any covenant or agreement contained herein or in any note secured hereby.

Section 3.5. Escrow for Taxes, Insurance, Etc. In addition to Grantee's rights described above, upon written request therefor by Grantee to Grantor, which request may be withdrawn and remade from time to time, and upon evidence that the Grantor has failed to promptly pay real estate taxes, assessments and/or water and sewer charges and/or insurance premiums when due, except as are being contested in good faith and by appropriate proceedings pursued with diligence with appropriate reserves established therefore, Grantor shall pay to Grantee on a monthly basis hereafter set forth a sum equal to the municipal and other governmental real estate taxes, other assessments next due on the real property described in this Mortgage and all premiums next due for fire and other casualty insurance required of Grantor hereunder, less all sums already paid therefor, divided by the number of months to elapse not less than one (1) month prior to the date when said taxes and assessments will become delinquent and when such premiums will become due. Such sums as estimated by Grantee shall be paid with monthly payments of interest due pursuant to the terms of the indebtedness secured by this Mortgage and such sums shall be held at no interest by Grantee to pay said taxes, assessments and premiums before the same become delinquent. Grantor agrees that should there be insufficient funds so deposited with Grantee for said taxes, assessments and premiums when due, it will upon demand by Grantee promptly pay to Grantee amounts necessary to make such payments in full; any surplus funds may be applied toward the payment of the indebtedness secured by this Mortgage or credited toward future such taxes, assessments and premiums; if Grantee shall have commenced foreclosure proceedings, the Grantee may apply such funds toward the payment of the Obligations without causing thereby a waiver of any rights, statutory or otherwise, and specifically such application shall not constitute a

waiver of the right of foreclosure hereunder. Grantor hereby assigns to Grantee all the foregoing sums so held hereunder for such purposes.

Section 3.6. Grantor Obligations Concerning Mortgaged Premises. Grantor (i) shall not remove or demolish nor alter the design or structural character of any building hereafter erected upon the Mortgaged Premises unless the Grantee shall first consent thereto in writing; (ii) shall maintain the Mortgaged Premises in good condition and repair; (iii) shall not commit or suffer waste thereof; and (iv) shall comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Mortgaged Premises and will not suffer or permit any violation thereof.

Section 3.7. Right of Grantee to Make Payments, Advances. If Grantor fails to defend against or pay any claim, lien or encumbrance which is alleged to be prior to this Mortgage when due, any tax or assessment or insurance premium, or to keep the Mortgaged Premises in good repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgaged Premises or the title thereto, then Grantee, at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may procure such abstracts or other evidence of title as it deems necessary, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any action or proceeding and retain counsel therein, and take such action therein as Grantee deems advisable, and for any of said purposes Grantee may advance such sums of money as it deems necessary. Grantee shall have no responsibility with respect to the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium, and of the amount necessary to be paid in satisfaction thereof, Grantor shall pay to Grantee, immediately and without demand, all sums of money advanced by Grantee pursuant to this paragraph, together with interest on each sum advancement at the rate of interest that is three percent (3%) per annum greater than the interest rate per annum provided for under the Note of even date secured hereby, and all such sums and interest thereon shall be secured hereby.

Section 3.8. Event of Default. The occurrence of any Event of Default as defined in the Loan Agreement, at the option of the Grantee, be an Event of Default under this Mortgage.

Section 3.9. Grantee Rights Upon Default. Upon the occurrence of any Event of Default, which is not remedied within any applicable notice or cure period, Grantee may without limitation exercise one or more of the following rights:

Section 3.9(a). Foreclosure. Foreclose this Mortgage under any method of foreclosure authorized by applicable law as of the date hereof or at the time of the occurrence of the Event of Default, at the option of the Grantee, and exercise its rights as secured party for all or any portion of the debt secured hereby which is then due and payable, by acceleration or otherwise, subject to the continuing lien of this Mortgage for the balance not then due and payable.

Section 3.9(b). Possession. By its agents, servants or attorneys, take possession of and enter upon the Mortgaged Premises; whether or not such possession be taken, collect and receive the rents, issues and profits therefrom; and apply such receipts, first to the payment of the necessary expenses of operating the Mortgaged Premises (including, without limitation, charges of counsel and customary fees for management agents), and second, in the Grantee's sole discretion, to the payment of amounts due on the Note or amounts required to be paid by the Grantor under any provision hereof. The application of such receipts shall not constitute a waiver of any Event of Default.

Section 3.9(c). Appointment of Receiver. Apply for and shall be entitled to the appointment of a receiver of the rents, issues and profits of the Mortgaged Premises, without notice to the Grantor, without regard to the value of the Mortgaged Premises as security for the amounts due to the Grantee or to the solvency of any person liable for the payment of such amounts, and irrespective of whether the Grantee has an adequate remedy at law.

Section 3.9(d). Right to Cure. The Grantee may, but shall not be obligated to, pay any amount which the Grantor has failed to pay, or perform any act which the Grantor has failed to perform hereunder, in which event the costs, disbursements, expenses and charges of counsel thereof, together with interest thereon from the date the expense is paid or incurred at the rate borne by the Note, shall be payable by the Grantor on demand and shall be secured by the lien of this Mortgage.

Section 3.10. Power of Sale. This Mortgage is subject to the "Statutory Power of Sale" pursuant to 33 M.R.S.A. §501-A, which is hereby granted to Grantee and is incorporated herein and made a part hereof by reference.

Section 3.10(a). Representations Concerning Power of Sale. Grantor agrees, warrants and represents that this Mortgage is given primarily for a business, commercial or agricultural purpose. Also, if this Mortgage is granted by a Trustee of a Trust, Grantor warrants and represents that, as of the date of this Mortgage, the real estate encumbered by the Mortgage is not used exclusively for residential purposes, the real estate has more than four (4) residential units, and none of the residential units is the principal residence of the owner of at least one-half (1/2) of the beneficial interest in the Trust.

Section 3.10(b). Rights of Grantee Under Power of Sale. Grantor further agrees that, upon the occurrence of any Event of Default, Grantee may sell the Mortgaged Premises, or such portion thereof as may remain subject to the Mortgage in case of any partial release thereof, either as a whole or in parcels, together with all improvements that may be thereon, by a public sale and that, notwithstanding the provisions of 14 M.R.S.A. §6203-A *et seq.*, the public sale may be conducted on or near the Mortgaged Premises then subject to the Mortgage, or if more than one parcel is then subject thereto, then on or near one of said parcels, or the principal office of Grantee, or the branch office of the Grantee nearest to the Mortgaged Premises, or at such place as may be designated for that purpose in the Mortgage, first complying with the terms of the Mortgage and the law of Maine relating to the foreclosure of a mortgage by the exercise of the "Statutory Power of Sale", as it is as of the date of the execution hereof or as it may be at the time Grantee exercises such right or rights, and provided that Grantor is within the class of persons or entities to which the Statutory Power of Sale is now or subsequently applicable as of the time of default, and Grantee may convey the same by proper deed or deeds to the purchaser or purchasers absolutely and in fee simple. Such sale shall forever bar Grantor and all persons claiming under Grantor from all right and interest in the Mortgaged Premises, whether at law or in equity.

Section 3.10(c). Applicability. The above described Statutory Power of Sale shall only apply if the Grantor is a "Corporation," "Partnership," "Limited Liability Company," or "Trustee of a Trust," as provided in 33 M.R.S.A. §501-A.

Section 3.11. Exercise of Grantee's Rights. The Grantee, in exercising any remedy provided herein which (i) relates to any tax, assessment, governmental charge or imposition, insurance premium or other amount to be paid by the Grantor under Section 3 hereof, may do so in accordance with any notice, bill, statement or estimate procured from the appropriate public office or insurer without inquiry into the

accuracy or validity thereof, (ii) relates to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim or charge, shall be the sole judge of the legality or validity thereof, (iii) relates to any repair, maintenance or replacement expense or other amounts to be paid by the Grantor under Section 3.5 hereof, shall be the sole judge of the state of repair of the Mortgaged Premises and the necessity of incurring the expense, or (iv) relates to any other item or purpose not otherwise specifically provided for in this subparagraph, may do so whenever in their opinion such payment or performance is necessary or desirable to protect the full security intended by this Mortgage.

Section 3.12. No Limitation of Rights. No provision of this Mortgage (i) is or shall be deemed to be a release or impairment of the Note, the Loan Documents or of this Mortgage, (ii) shall preclude the Grantee, upon the occurrence of an Event of Default hereunder, from foreclosing this Mortgage or from enforcing its rights hereunder or under any Loan Documents, (iii) shall preclude or bar the Grantee upon foreclosure from obtaining a deficiency judgment against the Grantor, against any subsequent owner of the Mortgaged Premises who assumes the Note, or against any other person liable for the payment of the Note or the obligations evidenced thereby, (iv) shall require the Grantee to accept a part of the Mortgaged Premises (as distinguished from its entirety) as payment of the debt secured hereby, or (v) shall compel the Grantee to accept or allow any apportionment of the debt secured hereby to or among any separate parts of the Mortgaged Premises.

Section 3.13. Delay. No delay by Grantee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver or preclude the exercise thereof during the continuance of any default hereunder.

Section 3.14. Additional Rights of Grantee. Without affecting the liability of Grantor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Grantee with respect to any security not expressly released in writing, Grantee may at any time and from time to time, either before or after the maturity of said note and without notice or consent: (a) Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation; (b) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge thereof; (c) Exercise or refrain from exercising or waive any right Grantee may have; (d) Accept additional security of any kind; or (e) **Release or otherwise deal with any property, real or personal or portion thereof, securing the indebtedness, including but not limited to all or any part of the Mortgaged Premises mortgaged hereby that may be subdivided into multiple parcels, any of which may be sold. In that event and so long as there is no existing event of default and sufficient collateral to secure the Note secured hereby, and Grantor has sufficient ability to repay the remainder of the Note, Grantee shall accept a partial prepayment of the Note in accordance with the terms of the Note and shall partially release the portion of the Mortgaged Premises comprising that lot.**

Section 3.15. Maintenance of Parking Areas and Drives, New Structures. Grantor shall maintain and preserve the parking areas, common areas, passageways and drives, now or hereafter existing on the Mortgaged Premises, and, without prior written consent of Grantee, no building or other structure shall be erected thereon, and no new building or additions to existing buildings shall be erected on the remainder of the Mortgaged Premises.

Section 3.16. Assignments, Petitions, Bankruptcy. Grantee, at its option, may accelerate the maturity of the indebtedness secured by this Mortgage, and may exercise any one or more default remedies, including foreclosure of this Mortgage if any of the following events occur, which shall also constitute Events of Default: (i) in the event any owner of the Mortgaged Premises during the period of such ownership shall make an assignment for the benefit of creditors, file a petition in bankruptcy, petition or apply to any tribunal for the appointment of a custodian, receiver or any trustee for it or a substantial part of its assets, or shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or (ii) if there shall have been filed any such petition or application, or any such proceeding shall have been commenced against such owner, in which an order for relief is entered or which remains undismissed for a period of thirty (30) days or more; or (iii) such owner by any act or omission shall indicate its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief of the appointment of a custodian, receiver or any trustee for it or any substantial part of any of its properties, or shall suffer any such custodianship, receivership or trusteeship to continue undischarged for a period of thirty (30) days or more.

Section 3.17. Grantee's Rights as Secured Party. The Grantor further covenants and agrees that (a) this Mortgage shall constitute a security agreement with respect to the Collateral, and Grantor hereby grants and conveys to Grantee, its successors and assigns, a security interest therein as provided in Section 1 above; (b) Upon the occurrence of any Event of Default, the Grantee may, at its discretion, require the Grantor to assemble the Collateral and make it available to the Grantee at a place reasonably convenient to both parties to be designated by the Grantee; (c) that the Grantee shall give the Grantor notice, by registered mail, postage prepaid, of the time and place of any public sale of any of the Collateral or of the time any private sale or other intended disposition thereof is to be made by sending notice to the Grantor at least five (5) days before the time of the sale or other disposition, which provisions for notice the Grantor and Grantee hereby agree are reasonable; provided, however, that nothing herein shall preclude the Grantee from proceeding as to both real and personal property in accordance with Grantee's rights and remedies in respect to the Mortgaged Premises; (d) Grantee shall have all of the remedies of a secured party under the Uniform Commercial Code as now in effect in the State of Maine, and such further remedies as may from time to time hereafter be provided in Maine for a secured party. Grantor agrees that all rights of Grantee as to said Collateral and as to said real estate, and rights and interest appurtenant thereto, may be exercised together or separately and further agrees that in exercising its power of sale as to said Collateral and as to said real estate, and rights and interest appurtenant thereto, the Grantee may sell the Collateral or any part thereof, either separately from or together with the said real estate, rights and interests appurtenant thereto, or any part thereof, all as the Grantee may in its discretion elect.

Section 3.18. Statement of No Offsets or Defenses. Grantor, within seven (7) days upon written request delivered in person, or within ten (10) days upon written request sent by mail, shall furnish a duly acknowledged written statement setting forth the amount of the debt secured by this Mortgage, and stating either that no offsets or defenses exist against the mortgage debts or, if such offsets or defenses are alleged to exist, the nature thereof.

Section 3.19. Grantor's Books and Records. Grantor shall maintain full and correct books and records showing in detail the earnings and expenses of the Mortgaged Premises; will permit the Grantee and its representatives to examine said books and records and all supporting vouchers and data at reasonable times upon request by the Grantee at the Mortgaged Premises or at such other place in the city and county in which the Mortgaged Premises are located as such books and records are customarily kept; and Grantor

hereby agrees to furnish to Grantee within one hundred twenty (120) days after the close of each fiscal year an annual financial statement of the operation of the Mortgaged Premises reflecting income (including sources thereof) and expenses, such statement to be prepared by a certified or other competent accountant satisfactory to Grantee.

Section 3.20. Notice to Grantee of Change in Use. If at any time the then existing use or occupancy of the Mortgaged Premises shall, pursuant to any zoning or other law, ordinance or regulation, be permitted only so long as such use or occupancy shall continue, that Grantor shall not cause or permit such use or occupancy to be discontinued without the prior written consent of the Grantee.

Section 3.21. Grantee Approval of Leases, Etc. Grantor shall submit to the Grantee for Grantee's examination and approval in writing prior to the execution, delivery and commencement thereof, all leases, tenancies and occupancies of the Mortgaged Premises and any part thereof; any such leases, tenancies and occupancies, not so approved, shall not be valid; and Grantor at the Grantor's sole cost and expense, upon request of Grantee, shall cause any parties in possession of the Mortgaged Premises under any such leases, tenancies and occupancies, not so approved, to vacate the Mortgaged Premises immediately. Grantor acknowledges that Grantee may, from time to time, at its option enter upon the Mortgaged Premises and take any other action in court or otherwise to cause such parties to vacate the Mortgaged Premises; the costs and expenses of Grantee in so doing shall be paid by Grantor to Grantee on demand thereof and shall be part of the indebtedness secured by this Mortgage as costs and expenses incurred to preserve and protect the security; such rights of Grantee shall be in addition to all its other rights as Grantee, including the right of foreclosure, for breach by Grantor in the requirements of this paragraph.

Section 3.22. Due on Sale. It is an additional covenant and condition of this Mortgage, for breach of which foreclosure may be claimed and for breach of which all indebtedness secured hereby may be declared due and payable at once, that without Grantee's prior written consent, Grantor shall not convey, mortgage, sell, contract to sell, lease or otherwise transfer or encumber the title, ownership, right of possession or any other interest in the Mortgaged Premises, or in any part thereof, nor shall any interest in said Mortgaged Premises or any part thereof pass from Grantor either voluntarily, involuntarily, by operation of law or otherwise. This condition shall continue until all indebtedness and Obligations secured hereby are satisfied, and permission given or election not to foreclose or accelerate said indebtedness by Grantee, its successors or assigns, as to any one such transfer, shall not constitute a waiver of any rights of Grantee, its successors or assigns, as to any subsequent such transfer of title as to which this condition shall remain in full force and effect. The term "title" as used herein shall mean the estate of the Grantor subject to the lien of this Mortgage.

Section 3.23. Subsequent Agreement. Any agreement hereafter made by Grantor and Grantee pursuant to this Mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance to the extent allowed by law.

Section 3.24. Acts Required of Grantee Concerning Perfection. Grantor, at Grantor's expense, will do, execute, acknowledge and deliver to Grantee such further deeds, acts, conveyances, mortgages, assignments, transfers, and all other documents and assurances as Grantee in its discretion may require from time to time to better establish and perfect the property interests and rights created or intended by Grantee to be created hereunder or to facilitate the Grantor's performance hereunder.

Section 4. Environmental Indemnity.

Section 4.1. Definitions. With respect to any hazardous substances, the following definitions shall apply herein: (a) **"Environment"** means any surface or subsurface water, water vapor, land, air, fish, wildlife, microorganisms and all other natural resources; (b) **"Environmental Law"** means any law, ordinance, rule, regulation or requirement, issued by any federal, state or local governmental or quasi-governmental authority, whether now existing or hereinafter enacted, and any judicial or administrative interpretations thereof, regulating the disposal, distribution, generation, handling, manufacture, possession, processing, production, sale, storage, transport, treatment or use of hazardous substances or relating to the protection of the Environment; (c) **"Environmental Permits"** mean all permits, licenses, approvals, authorizations, consents or registrations required by any applicable Environmental Law in connection with the ownership, use and or operation of the Mortgaged Premises, including, without limitation, those required for the disposal, distribution, generation, handling, manufacture, possession, processing, production, sale, storage, treatment, transport or use of hazardous substances; (d) **"Hazardous Substance"** means any material whatsoever, which is or may potentially be harmful to the health or safety of human or animal life or vegetation, regardless of whether such material be found on or below the surface of the ground, in any surface or underground water, airborne in ambient air or in the air inside of any structure built or located upon or below the surface of the ground, or in any machinery, equipment or inventory located or used in any such structure, including, but not limited to, all hazardous materials, hazardous substances, imminently hazardous substances, hazardous wastes, toxic substances, infectious wastes, pollutants and contaminants from time to time defined, listed, identified, designated, regulated or classified as such under any Environmental Law regardless of the quantity of any such material; (e) **"Premises"** shall include the land surface and the entire subsurface of soil, sand, gravel, stone and rock, all surface water and subsurface water, whether flowing or stagnant, the ambient air, and all structures, fixtures and buildings located, situated or erected on the land, and all machinery and equipment located at or in connection with any such structure; and (f) **"Release"** means any discharging, disposing, emitting, leaking, pumping, pouring, emptying, injecting, escaping, placing, releasing, leaching, dumping or spilling into the Environment (including the abandonment or discarding of barrels, containers and other closed receptacles).

Section 4.2. Representations and Warranties. The Grantor represents and warrants that to the best its knowledge:

Section 4.2(a). No Enforcement Proceedings. Neither the Grantor, any existing or prior tenant of the Premises, any prior owner thereof nor any other person is the subject of any civil or criminal investigation or enforcement proceeding, whether administrative or judicial, respecting: (i) any Hazardous Substance or threat of a Release on or affecting the Premises; or (ii) any violation of Environmental Law by the Grantor, any existing or prior tenant of the Premises, any prior owner thereof or any other person with respect to or affecting the Premises;

Section 4.2(b). No Pending Litigation. No litigation involving the Premises is pending against the Grantor, any existing or prior tenant of the Premises, any prior owner thereof or any other person in any way related to any of the aforementioned persons, or to the best of the Grantor's knowledge is any such litigation threatened which seeks to enjoin, remove or remediate a Release or threatened Release, or which seeks any remedy based upon a violation of any Environmental Law or for any injury to any person, property, animal life or vegetation caused by a Hazardous Substance or which seeks to remove or remediate a Hazardous Substance;

Section 4.2(c). No Environmental Notices. Neither the Grantor, any existing or prior tenant of the Premises, any prior owner thereof, or any other person has received any notice from any governmental or quasi-governmental agency with respect to any Hazardous Substance or any threatened Release on or affecting the Premises, or any violation of Environmental Law by any of the aforementioned persons with respect to or affecting the Premises;

Section 4.2(d). Use of Premises. The Premises are not currently used, nor have they been used in the past, by the Grantor, prior owners, tenants or any other persons in a manner which violates any Environmental Law or which could give rise to liability for Hazardous Substances, nor do conditions exist on or affect the Premises which could violate any such law or give rise to such liability;

Section 4.2(e). No Release. There has not been a Release on or affecting the Premises nor is there presently the threat of a Release thereon; and

Section 4.2(f). Compliance. The Grantor and all tenants of the Premises are in compliance with all Environmental Laws and Environmental Permits affecting the Premises.

Section 4.3. Covenants and Agreements. The Grantor hereby covenants and agrees that:

Section 4.3(a). Use of Premises by Grantor. The Grantor shall not use or permit the use of the Premises in a manner which would violate any Environmental Law or give rise to liability for Hazardous Substances, nor shall the Grantor cause or permit conditions to exist on or affect the Premises which would violate any such law or give rise to such liability.

Section 4.3(b). No Environmental Liens. The Grantor shall not permit any federal, state or local environmental lien to be levied against the Premises, even if such lien is subordinate to the lien of this Mortgage.

Section 4.3(c). Copies of Notices to Grantee. The Grantor shall provide the Grantee with copies of any communications with or notices from any governmental or quasi-governmental authority alleging or responding to an allegation that the Premises are not in compliance with any Environmental Law, within five (5) days of the Grantor's receipt or sending thereof.

Section 4.3(d). Permits. The Grantor and all tenants of the Premises shall possess all required Environmental Permits and shall be in compliance with such permits.

Section 4.3(e). No Release on Premises. There shall be no threat of a Release on or affecting the Premises.

Section 4.3(f). Insurance. The Grantor shall, at the request of the Grantee, obtain and maintain in force such policies of environmental impairment liability insurance or other policies of insurance insuring against loss on account of such environmentally related risks in such amounts as the Grantee shall deem reasonably necessary, provided such insurance can be obtained at premiums which are commercially reasonable. Such policies shall be written by insurance companies which are approved by the Grantee and are qualified to do business in the State of Maine. If the Grantor fails to procure such insurance after request by the Grantee, the Grantee may procure the same and add the cost to the debt secured by this Mortgage, which shall bear interest at the rate set forth in said Note secured hereby.

Section 4.3(g). No Asbestos. No asbestos shall exist on the Premises in any form, condition or quantity.

Section 4.3(h). Environmental Law Requirements. The Grantor and all tenants of the Premises shall comply with any obligations they may have under any Environmental Law affecting the Premises, including, but not limited to, reporting requirements.

Section 4.3(i). Copy of Assessment to Grantee. The Grantor shall provide the Grantee with a copy of any environmental assessment of the Premises which the Grantor may obtain, within ten (10) days of the date when the Grantor receives the assessment.

Section 4.4. Breach. A breach of any of the environmental representations, warranties or covenants contained herein shall constitute an Event of Default hereunder, entitling the Grantee to accelerate the indebtedness secured hereby and to exercise any and all default remedies.

Section 4.5. Grantee's Right to Conduct Assessment. The Grantee may cause to be conducted environmental assessments of the Premises and surrounding areas from time to time until the loan secured by this Mortgage shall be repaid in full, as it deems necessary in its sole discretion, such audits and tests to be performed by an environmental consultant chosen by the Grantee. The Grantor shall pay to the Grantee on demand the costs of such audits or tests. Any such environmental assessments shall be considered the property of the Grantee, and the Grantee shall owe no duty of confidentiality to the Grantor with respect to the contents thereof. It is hereby acknowledged by the Grantor that the Grantee shall not vouch for or assume any responsibility for the scope of detail, contents or accuracy of any such environmental assessment, and that neither the Grantor nor any other party shall have any recourse to or claim against the Grantee for any act of omission or commission of the environmental consultant. The Grantor shall fully cooperate with the environmental consultant in its preparation of the assessment, including, but not limited to, responding to questions of the consultant, providing the consultant with unlimited access at reasonable times to the Premises, the books and records of the Grantor, and employees of the Grantor, and the Grantor shall cause all tenants of the Premises to do the same. The Grantee may also from time to time, at the expense of the Grantor, procure the opinion of an attorney competent in Environmental Law when it believes such an opinion to be reasonably necessary, respecting the environmental condition of the Premises and the terms, conditions, sufficiency of, compliance with and transferability of all existing and/or required Environmental Permits.

Section 4.6. Certification of Environmental Condition. In addition, the Grantee shall have the right to require, from time to time, a certification by the Grantor and any tenants of the Premises that there has been no change in the environmental condition of the Premises. If there has been an asbestos monitoring plan prescribed by the consultant, the Grantor must also from time to time, at the request of the Grantee, show evidence of its compliance therewith.

Section 4.7. Indemnification. The Grantor shall fully indemnify and hold harmless the Grantee its successors and assigns, against: (i) any third party claims involving Hazardous Substances Releases on or affecting the Premises or violation of Environmental Laws in any way related to the Grantor or the Premises; and (ii) any fines, penalty payments, reasonable attorneys' and legal assistants' fees, sums paid in connection with any judicial or administrative investigation or proceedings, costs of cleanup assessed by a governmental or quasi-governmental agency, and similar expenditures, that relate in any way to the Grantor

or the Premises, without regard to whether the Grantor would have ultimately been responsible for such third-party claims, fines, payments, fees, sums or costs. Any amounts which the Grantor must pay to the Grantee hereunder are payable upon demand and, if unpaid, shall bear interest per annum at the default interest rate set forth in the Note, and such amounts, with interest, shall be added to the indebtedness secured hereby and shall be secured by this Mortgage. The foregoing indemnifications shall survive the repayment of the indebtedness secured by the Mortgage and the discharge, release and/or assignment of the Mortgage.

Section 5. Future Advances. Upon request of Grantor, Grantee may, at its sole option, from time to time make further advances to Grantor, provided, however, that the total principal secured hereby and remaining unpaid, including any such advances shall not at any time exceed the sum of Eight Million Dollars (\$8,000,000.00), and if the foregoing is left blank, such maximum amount shall be the Loan amount unless otherwise agreed to by the parties in accordance with the terms of the Loan Documents. Grantor shall execute and deliver to Grantee a note or other agreement evidencing each and every such further advance, with such terms and conditions as Grantee may require. Grantor or any other party liable therefor shall pay, when due, all such further advances, with interest and other charges thereon, as applicable. All such further advances, and each note or agreement evidencing the same, shall be secured hereby. All provisions of this Mortgage shall apply to each further advance. Nothing herein contained, however, shall limit the amount secured by this Mortgage if such amount is increased by any amounts paid by Grantee to protect the security. The word "Grantor" as used in this paragraph includes any successor in ownership of the Premises.

Section 6. Condominium Rider. "Intentionally deleted"

Section 7. Right of Redemption. In the event that any prior mortgage exists as a Permitted Exception or otherwise, Grantor covenants and agrees that Grantor will, at all times, fully perform and comply with all agreements, covenants, terms and conditions imposed on the Grantor under any such prior mortgage(s) and if Grantor fails to do so, Grantee may (but shall not be obligated to) declare such failure to be an Event of Default hereunder and or may take any action Grantee deems necessary or desirable to prevent or to cure any default by Grantor and the performance or compliance with any of Grantor's covenants or obligations under any prior mortgage(s). Grantor hereby transfers and assigns to the Grantee, its successors and assigns, the Grantor's equity of redemption of any such prior mortgage(s), including the right to demand an accounting of said prior mortgage(s), the right to make full or partial payment upon said prior mortgage(s), and the right to demand assignment of said prior mortgage(s) and the note(s) secured by same. Any sums of money advanced by Grantee to cure Grantor's defaults under any prior mortgage(s) shall be added to the indebtedness secured hereby. Grantor shall immediately, on receiving any knowledge or notice of any default under any prior mortgage(s), give written notice to Grantee. Grantor assigns any proceeds that may belong to Grantor resulting from the foreclosure sale of the Mortgaged Premises by the holder of the prior mortgage(s).

Section 8. Financial Statements. In addition to the financial statements required of Grantor under Section 3.19 hereof, Grantor hereby covenants and agrees to deliver or cause to be delivered to Grantee the personal or corporate financial statements of any guarantor of the Loan as applicable, if any, as provided in the Loan Documents, and the annual financial statements of the Grantor herein, each year within one hundred twenty (120) days after the close of the Grantor's fiscal year (or calendar year if a fiscal year is not applicable); which statements shall be prepared by a certified public accountant or other person acceptable to Grantee, and shall contain such detail and be in such form as Grantee may reasonably require from time to time.

Section 9. Relation to Other Debts Owed by Grantor to Grantee. The Loan shall be cross-collateralized and cross-defaulted with all other debts of the Grantor due to Grantee. Accordingly, Grantor covenants and agrees that a default by Grantor under the Loan Documents shall constitute a default under any other loan documents evidencing any other debts of the Grantor due to Grantee (the "Related Loan Documents") for which all of the rights and remedies provided thereunder to Grantee may be exercised, and likewise a default by Grantor under any of the Related Loan Documents shall constitute a default under this Mortgage for which all the rights and remedies provided hereunder to Grantee may be exercised.

Section 10. Existence, Authority, and Organization of Grantor. With respect to the existence, authority and organization of Grantor, the Grantor also covenants and agrees with Grantee that without Grantee's prior written consent there shall be: (a) no amendments or changes to any organizational documents of the Grantor, whether filed with the State or otherwise, including without limitation any articles of incorporation or organization, bylaws, partnership agreements, operating agreements, shareholder agreements, trust agreements, etc.; (b) no liquidation, termination or dissolution of the Grantor, (c) no transfer, pledge, assignment, sale, termination or other disposition of any assets or corporate stock, membership interest, or any other form of ownership or beneficiary interest respecting the Grantor, either voluntarily, involuntarily or by operation of law; and (d) no additional shareholders, members, partners, or other type of owner or beneficiary to said Grantor.

Section 11. Binding on Successors and Assigns. The covenants and agreement contained herein shall bind, and the benefits and advantages hereof shall inure to, the respective heirs, executors, administrators, successors and assigns of the Grantor and Grantee, as applicable. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Section 12. Loan Commitment Letter. Grantor shall well and truly perform, or cause to be performed, in punctual manner, all the terms, conditions and agreements that are the obligation of Grantor contained in the Loan Commitment Letter from Grantee to Grantor regarding the Loan, including any amendments thereto.

Section 13. Lot Reserve. Grantee shall release individual lots from the lien of this Mortgage so long as (a) there is no outstanding Event of Default under the Loan Documents and (b) The outstanding principal balance due hereunder shall be repaid at the closing of each lot sale in the following amount: \$110,000.00. Additionally, the 20% equity on unit construction costs initially injected by the Borrower will be held on deposit by Lender for use as the required 20% equity injection for the development of Lots 11 through 46.

Section 14. Waiver of Jury Trial. GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES AND GRANTEE, BY ITS ACCEPTANCE OF THE NOTE, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF, OR OTHERWISE RELATING TO THE LOAN, THE NOTE, THIS MORTGAGE, OR ANY OTHER OF THE LOAN DOCUMENTS.

Section 15. Waiver. GRANTOR HEREBY WAIVES ALL RIGHTS TO NOTICE, PRIOR JUDICIAL HEARING OR COURT ORDER UNDER ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY AND ALL PREJUDGMENT REMEDIES GRANTEE MAY EMPLOY TO ENFORCE ITS RIGHTS AND REMEDIES HEREUNDER. FURTHER, GRANTOR HEREBY

WAIVES, TO THE EXTENT PERMITTED BY LAW, THE BENEFITS OF ALL VALUATION, APPRAISEMENTS, HOMESTEAD, EXEMPTION, STAY, REDEMPTION, AND MORATORIUM LAWS, WHICH ARE NOW IN FORCE OR MAY HEREAFTER BECOME LAWS.

Section 16. Notices. Any notice, demand, request or other communication which is made hereunder shall be in writing and sufficient if (i) delivered by personal service, (ii) mailed by first class registered or certified United States mail, postage prepaid, return receipt requested, or (iii) delivered by overnight express United States mail or by a nationally recognized overnight courier service, to the address set forth in the first paragraph of this Mortgage or such other address which either party may provide to the other in writing. The date of receipt of any such notice shall be deemed to be, and shall be effective from: (i) the date of actual delivery of such notice if personal service is used; (ii) receipt, refusal to accept or return to sender due to impossibility of delivery if first class registered or certified United States mail is used; or (iii) one (1) day after the same is deposited in the United States mail if overnight express United States mail is used and one day after the same is delivered to an overnight courier service if such overnight courier service is used.

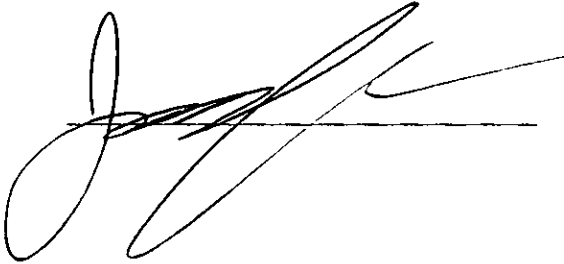
Section 17. Construction. This Mortgage shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. Wherever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Mortgage.

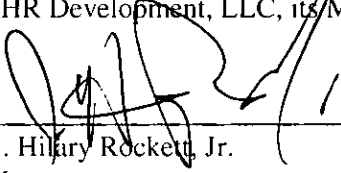
Section 18. Sealed Instrument. This Mortgage shall take effect as a sealed instrument.

IN WITNESS WHEREOF, the said Grantor hereunto sets its hand and seal this 25th day of the month of June, 2018.

WITNESS:

Stroudwater Development Partners, LLC
Organization Identification Number: 20180217DC
By: JHR Development, LLC, its Manager

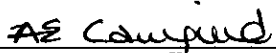


By: 
J. Hilary Rockett, Jr.
Its: Manager

STATE OF MAINE
CUMBERLAND, SS

Before me, on this 25th day of June, 2018, personally appeared J. Hilary Rockett, Jr., the Manager of JHR Development, LLC being the Manager of Stroudwater Development Partners, LLC and acknowledged the foregoing to be his free act and deed in said capacity and the free act and deed of said company.

Before me,


~~Notary Public~~ Attorney at Law
Printed Name: _____
My commission Expires: _____

Alexandra E. Caulfield
Attorney at Law

Stroudwater Development Partners, LLC

Exhibit A

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

Beginning at a point on the southerly side of Westbrook Street at the northwesterly corner of land now or formerly of Stroudwater Christian Church as described in a deed recorded in the Cumberland County Registry of Deeds in Book 4346, Page 315. Thence:

- 1) S 10°47'26" W by said land of Stroudwater Christian Church a distance of Three Hundred Fifty-Five and 88/100 (355.88) feet to a 1" iron pipe and the northwesterly corner of land now or formerly of Alina Waterhouse and Raymond Waterhouse as described in a deed recorded in said Registry in Book 6931, Page 136;
- 2) S 11°21'03" W by said land of Waterhouse, and by land now or formerly of Maria Shabazz and Michael A. Scannell as described in a deed recorded in said Registry in Book 23332, Page 37, a distance of Five Hundred Thirteen and 70/100 (513.70) feet to a point;
- 3) S 16°18'03" W by said land of Shabazz and Scannell, and by land now or formerly of William D. Dobrowolski as described in a deed recorded in said Registry in Book 8485, Page 143, a distance of Five Hundred Sixty-Seven and 00/100 (567.00) feet to a point, said point herein designated as "Point A";
- 4) S 16°18'03" W by said land of Dobrowolski a distance of Eight (8) feet, more or less, to the Stroudwater River;
- 5) Westerly by said Stroudwater River a distance of Two Thousand Two Hundred Fifty-Three (2253) feet, more or less, to a point at land now or formerly of Maine Turnpike Authority (MTA) as described in a deed recorded in said Registry in Book 2166, Page 135;
- 6) N 05°13'12" W by said land of MTA a distance of Eight (8) feet, more or less, to a point, said point located S 62°37'24" W a distance of One Thousand Nine Hundred Forty-One and 60/100 (1941.60) from said Point A;
- 7) N 05°13'12" W by said land of MTA a distance of Four Hundred Fourteen and 00/100 (414.00) feet to a point;
- 8) S 84°46'48" W by said land of MTA a distance of Fifty-Five and 00/100 (55.00) feet to a point;
- 9) N 05°13'11" W by said land of MTA a distance of One Thousand Three Hundred Ninety-Two and 33/100 (1392.33) feet to a point on the southerly sideline of the former location of Westbrook Street;

- 10) S 69°04'28" E by said former location of Westbrook Street a distance of One Hundred Six and 10/100 (106.10) feet to a 5/8" capped iron rod "PLS 1328" at the northwesterly corner of land now or formerly of Linda E. Paradis and Andrew D. Green as described in a deed recorded in said Registry in Book 27478, Page 8;
- 11) S 05°10'20" E by said land of Paradis and Green a distance of Seven Hundred Thirty-Eight and 20/100 (738.20) feet to a 5/8" capped iron rod "PLS 2114";
- 12) S 83°05'15" E by said land of Paradis and Green a distance of Two Hundred Fifty-Seven and 45/100 (257.45) feet to a 5/8" capped iron rod "PLS 2114";
- 13) N 11°15'29" W by said land of Paradis and Green a distance of One Hundred Eighty-Five and 58/100 (185.58) feet to a 5/8" capped iron rod "PLS 1328";
- 14) N 11°03'25" W by said land of Paradis and Green a distance of Five Hundred Forty-Two and 24/100 (542.24) feet to a point on the southerly line of said former location of Westbrook Street;
- 15) S 77°11'28" E by said former location of Westbrook Street a distance of Seventy-Eight and 57/100 (78.57) feet to a point;
- 16) N 81°20'32" E by said former location of Westbrook Street a distance of One Hundred Ninety-One and 58/100 (191.58) feet to a point;
- 17) N 71°18'01" E by said former location of Westbrook Street a distance of Eighty and 71/100 (80.71) feet to a point on the southerly sideline of Westbrook Street;
- 18) N 71°00'32" E by said Westbrook Street a distance of Seventy-Seven and 60/100 (77.60) feet to a point;
- 19) N 70°59'53" E by said Westbrook Street a distance of One Hundred Forty-Four and 59/100 (144.59) feet to a point at the northwesterly corner of land now or formerly of Mary A. Davis and Stuart W. Tisdale, Jr.;
- 20) S 19°01'52" E by said land of Davis and Tisdale a distance of One Hundred Ninety-Nine and 93/100 (199.93) feet to a point;
- 21) N 70°58'08" E by said land of Davis and Tisdale a distance of One Hundred Fifty and 00/100 (150.00) feet to a point;
- 22) N 19°01'52" W by said land of Davis and Tisdale a distance of Two Hundred and 00/100 (200.00) feet to a point on the southerly side of said Westbrook Street;
- 23) N 70°58'08" E by said Westbrook Street a distance of One Hundred and 00/100 (100.00) feet to a point at the northwesterly corner of land now or formerly Kevin A. Regan as described in a deed recorded in said Registry in Book 31253, Page 5;

- 24) S 19°01'52" E by said land of Regan a distance of One Hundred and 29/100 (100.29) feet to a point;
- 25) S 17°41'52" E by said land of Regan a distance of One Hundred and 00/100 (100.00) feet to a point;
- 26) N 71°32'08" E by said land of Regan a distance of Ninety-Seven and 62/100 (97.62) feet to a point;
- 27) N 17°41'52" W by said land of Regan a distance of Two Hundred and 00/100 (200.00) feet to a point on the southerly side of said Westbrook Street;
- 28) N 72°18'08" E by said Westbrook Street a distance of Twenty-Three and 17/100 (23.17) feet to a point at the northwesterly corner of land now or formerly of Jacqueline D. Day as described in a deed recorded in said Registry in Book 33513, Page 280;
- 29) S 14°41'52" E by said land of Day a distance of One Hundred Thirteen and 90/100 (113.90) feet to a point;
- 30) N 83°07'28" E by said land of Day a distance of Fifty and 47/100 (50.47) feet to a point;
- 31) S 14°41'52" E through the land of the Grantor a distance of Forty-Four and 66/100 (44.66) feet to a point;
- 32) N 70°58'08" E through said land of the Grantor a distance of Two Hundred Ten and 14/100 (210.14) feet to a 5/8" iron rod at the southeasterly corner of land now or formerly of Bruce L. Harrington as described in a deed recorded in said Registry in Book 10904, Page 302;
- 33) N 03°05'32" W by said land of Harrington a distance of One Hundred Sixty-Eight and 37/100 (168.37) feet to a 5/8" iron rod on the southerly line of said Westbrook Street;
- 34) N 72°18'08" E by said Westbrook Street a distance of Ninety-Nine and 14/100 (99.14) feet to a point at the northwesterly corner of land now or formerly of Portland Water District as described in a deed recorded in said Registry in Book 2198, Page 386;
- 35) S 17°41'52" E by said land of Portland Water District a distance of Eleven and 84/100 (11.84) feet to a point;
- 36) S 82°05'39" E by said land of Portland Water District a distance of Forty-Four and 00/100 (44.00) feet to a point;
- 37) N 07°54'21" E by said land of Portland Water District a distance of Thirty and 00/100 (30.00) feet to a point;
- 38) N 82°05'39" W by said land of Portland Water District a distance of Eight and 80/100 (8.80) feet to a point on the southerly side of said Westbrook Street;

39) N 72°18'08" E by said Westbrook Street a distance of Two Hundred Seventy-Eight and 37/100 (278.37) feet to a point;

40) N 70°53'08" E by said Westbrook Street a distance of Four Hundred Twenty-Four and 55/100 (424.55) feet to the point of beginning.

Bearings are referenced to grid north, Maine State Plane Coordinate System, NAD83, West Zone.

Being the properties now or formerly of Onex Company as described in a deed recorded in the Cumberland County Registry of Deeds in Book 14598, Page 346 and land now or formerly of Diversacorp as described in a deed recorded in said Registry in Book 33834, Page 269 with the exception of land to be conveyed to Jacqueline D. Day and Bruce L. Harrington.

Reference is herein made to a Plan of Existing Conditions of Camelot Farm made for Diversacorp LLC by Titcomb Associates dated June 16, 2017 and revised February 21, 2018.

Received
Recorded Register of Deeds
Jun 25, 2018 03:15:07P
Cumberland County
Nancy A. Lane

After recording return to:
Jason G. Howe, Esq. *SM*
Bergen & Parkinson, LLC
62 Portland Road, Suite 25
Kennebunk, ME 04043

Doc#: 8080 Bk:33834 Pg: 269

Space Above This Line For Recording Data

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS, that **JUDITH A. CAMINITI**, f/k/a Judith C. Green, having a mailing address of 67 Goose Cove Road, Trenton, ME 04605, FOR CONSIDERATION PAID, hereby grants to **DIVERSACORP, LLC**, a Maine limited liability company whose mailing address is 5 Stone Pony Circle, Saco, Maine, with Warranty Covenants, a certain lot or parcel of land, together with any improvements thereon and all rights appurtenant thereto, commonly know and designated as 1714 Westbrook Street, Portland, Maine; being more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND
INCORPORATED HEREIN BY REFERENCE

IN WITNESS WHEREOF, Judith A. Caminiti, f/k/a Judith C. Green, has hereunder set her hand and seal as of this 17 day of February, 2017.

WITNESS

Judith A. Caminiti
Judith A. Caminiti

STATE OF MAINE

York County, ss.

Date: 2/17/17

Personally appeared the above-named Judith A. Caminiti, being formerly known as Judith C. Green, and acknowledged the foregoing instrument to be her free act and deed.

Before me,

Jason G. Howe
Attorney at Law / Notary Public

Print:

[SEAL]

Jason G. Howe
ATTORNEY AT LAW

(Exhibit A Below)

EXHIBIT A
(1714 Westbrook St., Portland)

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

BEGINNING on the southeasterly side of Westbrook Street at a fir stump marked at the corner of land now or formerly of one Leavitt;

THENCE southeasterly by said Westbrook Street, ten (10) chains and sixty-three (63) links to land formerly of Solomon Conant, et als;

THENCE southerly by said Conant land twenty (20) chains eighty-seven (87) links to the Stroudwater River, across said river to land formerly of James Trickey, et als;

THENCE westerly by said River by said Trickey land and land formerly of George B. Leavitt to a stake;

THENCE by Leavitt land North 12° East (subject to variations since established) twenty-seven (27) chains and ninety-two (92) links to the first mentioned bounds, containing thirty (30) acres, more or less.

Excepting from the above-described premises those portions conveyed to Maine Turnpike Authority by Maurice S. Tomlinson, et al, by deed dated February 11, 1954, and recorded in the Cumberland County Registry of Deeds in Book 2166, Page 135; and by deed dated September 2, 1954, and recorded in said Registry of Deeds in Book 2166, Page 135.

Excepting from the above-described premises the parcel with a house thereon conveyed to Andrew D. Green and Judith C. Green by deed dated March 4, 1994, and recorded in the Cumberland County Registry of Deeds in Book 11319, Page 55.

Excepting from the above-described premises the 1 acre parcel conveyed to Andrew D. Green by deed dated December 20, 2004, and recorded in the Cumberland County Registry of Deeds in Book 22163, Page 81. Regarding this exception, further reference is made to a certain Agreement Concerning Marital Property recorded in said Registry in Book 22163, Page 80, and a certain Abstract of Divorce recorded in said Registry in Book 22735, Page 32.

Received
Recorded Register of Deeds
Feb 21, 2017 09:42:37A
Cumberland County
Nancy A. Lane

Attachment 2

Warranty Deed

WARRANTY DEED

(Trailhead Way and Black Sparrow Drive, Portland)

KNOW ALL PERSONS BY THESE PRESENTS, that, **STROUDWATER DEVELOPMENT PARTNERS, LLC**, a Maine limited liability company with a mailing address of 40 South Street, Suite 305, Marblehead, Massachusetts 01945, for consideration paid, grants to the **CITY OF PORTLAND**, a Maine municipality and body corporate, whose mailing address is 389 Congress Street, Portland, Maine 04101, with WARRANTY COVENANTS, certain roads known as Trailhead Way and Black Sparrow Drive depicted on Subdivision Plat, Phase I Stroudwater Preserve, made for Stroudwater Development Partners, LLC, by Acorn Engineering, Inc., dated November 9, 2017 and revised through April 12, 2022 as recorded in the Cumberland County Registry of Deeds in Plan Book 222, Page 157, located in the City of Portland, County of Cumberland, State of Maine, being more particularly bounded and described as follows:

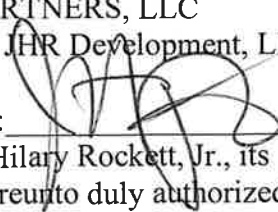
SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

The above-described premises are conveyed for highway purposes pursuant to 23 M.R.S. § 3025 along with two infrastructure related easements. Stroudwater Development Partners voluntarily conveys the premises to the City of Portland without claim for damages.

WITNESS its hand and seal on this 16th day of October 2024.


WITNESS

STROUDWATER DEVELOPMENT
PARTNERS, LLC
By JHR Development, LLC, its Manager

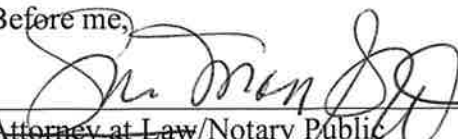
By: 
J. Hilary Rockett, Jr., its Manager
thereunto duly authorized

MASSACHUSETTS
STATE OF ~~MAINE~~
Essex County, ss.

Date: 10-16-24

Personally appeared the above-named J. Hilary Rockett, Jr. in his capacity as Manager of JHR Development, LLC, being the Manager of Stroudwater Development Partners, LLC and acknowledged the foregoing instrument to be his free act and deed duly authorized in said capacity pursuant to a Statement of Authority on file with the Maine Secretary of State.

Before me,



Attorney at Law/Notary Public

Print: Susan Mary Griffin
[SEAL]



EXHBIT A

Trailhead Way

A certain lot or parcel of land located southerly of, but not adjacent to, Westbrook Street in the City of Portland, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at a point on the westerly sideline of Black Sparrow Drive and southeast corner of Lot 29 as depicted on Subdivision Plat, Phase I Stroudwater Preserve, made for Stroudwater Development Partners, LLC, by Acorn Engineering, Inc., dated November 9, 2017 and revised through April 12, 2022 as recorded in the Cumberland County Registry of Deeds in Plan Book 222, Page 157. Thence:

- 1) S 18°33'30" E by the westerly sideline of said Black Sparrow Drive a distance of Nine and 98/100 (9.98) feet to a granite monument with brass plug;
- 2) by said Black Sparrow Drive a distance of Sixty and 02/100 (60.02) feet to a northeasterly corner Lot 30 as depicted on said Plan;
- 3) Northwesterly by said Lot 30 following a non-tangent curve to the left, having a radius of Ten and 00/100 (10.00) feet, an arc distance of 15.73 feet to a point of tangency, said point of tangency being located N 63°37'00" W a distance of Fourteen and 16/100 (14.16) feet from the last described point;
- 4) S 71°19'30" W by said Lot 30 and Lot 44 as depicted on said Plan, a distance of One Hundred Forty-Two and 48/100 (142.48) feet to a point of curvature;
- 5) Southwesterly by said Lot 44 and Lots 43 and 42 as depicted on said Plan following a curve to the left, having a radius of Two Hundred Seventy-Five and 00/100 (275.00) feet, an arc distance of One Hundred Sixty-Eight and 33/100 (168.33) feet to a point of tangency;
- 6) S 36°15'13" W by said Lot 42 and Lot 41 as depicted on said Plan a distance of Ninety-Four and 68/100 (94.68) feet to a point of curvature at the northerly corner of Lot 40 as depicted on said Plan;
- 7) Southwesterly by said Lot 40 and Lot 39 as depicted on said Plan following a curve to the right, having a radius of Two Hundred Twenty-Five and 00/100 (225.00) feet, an arc distance of One Hundred Thirty-Six and 33/100 (136.33) feet to a point of tangency;
- 8) S 70°58'08" W by said Lot 39 and the westerly terminus of said Black Sparrow Drive a distance of Eighty- One and 18/100 (81.18) feet to a granite monument with brass plug;

- 9) S 70°58'08" W by said Black Sparrow Drive, Lot 18 and Open Space Lot 100 as depicted on said Plan a distance of One Hundred Thirty-Nine and 78/100 (139.78) feet to a point;
- 10) N 19°01'52" W through land of the Grantor a distance of Fifty and 00/100 (50.00) feet to a point on the southerly sideline of Lot 19 as depicted on said Plan;
- 11) N 70°58'08" E by said Lot 19 and Lots 20, 21 and 22 as depicted on said Plan a distance of Two Hundred Twenty and 96/100 (220.96) feet to a point of curvature and granite monument with brass plug;
- 12) Northeasterly by said Lot 22 and Lot 23 as depicted on said Plan following a curve to the left, having a radius of One Hundred Seventy-Five and 00/100 (175.00) feet, an arc distance of One Hundred Six and 03/100 (106.03) feet to a point of tangency and granite monument with brass plug;
- 13) N 36°15'13" E by said Lot 23 and Lot 25 as depicted on said Plan a distance of Ninety-Four and 68/100 (94.68) feet to a point of curvature and granite monument with brass plug;
- 14) Northeasterly by said Lot 25 and Lots 26, 27 and 28 as depicted on said Plan following a curve to the right, having a radius of Three Hundred Twenty-Five and 00/100 (325.00) feet, an arc distance of One Hundred Ninety-Eight and 94/100 (198.94) feet to a point of tangency and granite monument with brass plug;
- 15) N 71°19'30" E by said Lot 28 and Lot 29 as depicted on said Plan a distance of One Hundred Forty-Two and 62/100 (142.62) feet to a point of curvature;
- 16) Northeasterly by said Lot 29 following a curve to the left, having a radius of Ten and 00/100 (10.00) feet, an arc distance of Fifteen and 69/100 (15.69) feet to the point of beginning.

Bearings are referenced to Grid North, Maine State Plane Coordinate System, West Zone, NAD83.

The above-described parcel contains 38,693 square feet, more or less, and being designated as Trailhead Way on Subdivision Plat, Phase I Stroudwater Preserve, made for Stroudwater Development Partners, LLC, by Acorn Engineering, Inc., dated November 9, 2017 and revised through April 12, 2022 as recorded in the Cumberland County Registry of Deeds in Plan Book 222, Page 157 (the "Phase I Plan").

Black Sparrow Drive

A certain lot or parcel of land located on the southerly sideline of Westbrook Street in the City of Portland, County of Cumberland, State of Maine, bounded and described as follows:

Beginning at a point located on the southerly sideline of Westbrook Street and the northwesterly corner of Lot 1 as depicted on the Phase I Plan. Thence:

- 1) Southeasterly by said Lot 1 following a curve to the left, having a radius of Ten and 00/100 (10.00) feet, an arc distance of Fifteen and 61/100 (15.61) feet to a point of tangency, said point of tangency being located S 26°09'49" W a distance of Fourteen and 07/100 (14.07) feet from said point of beginning;
- 2) S 18°33'30" E by said Lot 1, and Lots 4, 5 and 6 as depicted on said Plan a distance of Two Hundred Fifty-Seven and 38/100 (257.38) feet to a point of curvature and granite monument with brass plug;
- 3) Southerly and southwesterly by said Lot 6 and Lots 7, 8, 9 and 10 and Open Space Lot 100 as depicted on said Plan following a curve to the right, having a radius of Two Hundred Fifty and 00/100 (250.00) feet, an arc distance of Three Hundred Forty-Five and 06/100 (345.06) feet to a point of tangency and granite monument with brass plug;
- 4) S 60°31'22" W by said Open Space Lot 100 and Lots 11 and 12 as depicted on said Plan a distance of One Hundred Seventy-Nine and 64/100 (179.64) feet to a point of curvature and granite monument with brass plug;
- 5) Westerly and northwesterly by said Lot 12 and Lots 13, 14, 15, 16 and 17 as depicted on said Plan following a curve to the right, having a radius of Two Hundred Twenty-Five and 00/100 (225.00) feet, an arc distance of Three Hundred Ninety-Four and 45/100 (394.45) feet to a point of tangency and granite monument with brass plug;
- 6) N 19°01'53" W by said Lot 17 a distance of Five and 00/100 (5.00) feet to a point of curvature;
- 7) Northwesterly by said Lot 17 and Lot 18 as depicted on said Plan following a curve to the left, having a radius of Ten and 00/100 (10.00) feet, an arc distance of Fifteen and 71/100 (15.71) feet to a point on the southerly sideline of Trailhead Way as depicted on said Plan;
- 8) N 70°58'08" E by said Trailhead Way a distance of Ten and 00/100 (10.00) feet to a granite monument with brass plug;
- 9) N 70°58'08" E by said Trailhead Way, a distance of Sixty and 00/100 (60.00) feet to a westerly corner of Lot 39 as depicted on said Plan;
- 10) Southwesterly by said Lot 39 following a non-tangent curve to the left, having a radius of Ten and 00/100 (10.00) feet, an arc distance of Fifteen and 71/100 (15.71) feet to a point of tangency, said point of tangency being located S 25°58'07" W a distance of Fourteen and 14/100 (14.14) feet from the last described point;

- 11) S 19°01'53" E by said Lot 39 a distance of Five and 00/100 (5.00) feet to a point of curvature;
- 12) South and Southeasterly by said Lot 39 and Lots 38, 37 and 36 as depicted on said Plan following a curve to the left, having a radius of One Hundred Seventy-Five and 00/100 (175.00) feet, an arc distance of Three Hundred Six and 79/100 (306.79) feet to a point of tangency;
- 13) N 60°31'22" E by said Lot 36 and Lots 35 and 34 as depicted on said Plan a distance of One Hundred Seventy-Nine and 64/100 (179.64) feet to a point of curvature;
- 14) Northeasterly and northerly by said Lot 34 and Lots 33, 32 and 31 as depicted on said Plan following a curve to the left, having a radius of Two Hundred and 00/100 (200.00) feet, an arc length of Two Hundred Seventy-Six and 05/100 (276.05) feet to a point of tangency;
- 15) N 18°33'30" W by said Lot 31, Lot 30 and the easterly terminus of said Trailhead Way a distance of One Hundred Fifty-One and 47/100 (151.47) feet to a granite monument with brass plug;
- 16) N 18°33'30" W by said Trailhead Way and Lot 29 as depicted on said Plan a distance of One Hundred Five and 24/100 (105.24) feet to a point of curvature;
- 17) Northwesterly by said Lot 29, following a curve to the left having a radius of Ten and 00/100 (10.00) feet, an arc length of Fifteen and 80/100 (15.80) feet to a point on the southerly sideline of said Westbrook Street;
- 18) N 70°53'08" E by said Westbrook Street, a distance of Sixty and 10/100 (60.10) feet to a granite monument with brass plug;
- 19) N 70°53'08" E by said Westbrook Street, a distance of Nine and 90/100 (9.90) feet to the point of beginning.

Bearings are referenced to Grid North, Maine State Plane Coordinate System, West Zone, NAD83.

The above-described parcel contains 56,229 square feet, more or less, and being designated as Black Sparrow Drive on the Phase I Plan.

Until substantial completion of all three phases of Stroudwater Preserve, Stroudwater Development Partners, LLC, its successors and assigns ("Stroudwater"), reserves a perpetual, non-exclusive easement to install, locate, repair, maintain, replace and use above and underground "Utility services" within the meaning of 33 M.R.S.A. §458 (2018), on, in, over, across, under and along the above described roads (the "Utility Easement"). The City is hereby granted the right to control said "utility services" for street opening permitted repairs as it would in any other public way within the City of Portland, Maine.

Stroudwater further reserves the right to construct a private way from Black Sparrow Drive to serve Lots 1 through 4 as shown on the Plan (the “Private Way Easement”).

The Utility Easement and Private Way Easement rights reserved by Stroudwater are subject to the agreement that upon completion of exercising said reserved right, Stroudwater will repair Trailhead Way and Black Sparrow Drive to the same or substantially same condition.

Also reserving to Stroudwater, a 10-foot-wide easement for a private force main to be located exclusively within the sidewalk area, except where the main is shown crossing the street at the intersections of Black Sparrow Drive and Trailhead Way. The City is hereby granted the right to control said force main for street opening repairs.

15 Foot Access and Maintenance Easement

A non-exclusive easement for access and maintenance of a 30-inch storm drain pipe outletting from drainage manhole number 7 located within Black Sparrow Drive to Detention Pond #1 as shown on the Phase I Plan more particularly bounded and described as follows:

A certain easement or right of way located on the southeasterly side of Black Sparrow Drive in the City of Portland, County of Cumberland, and State of Maine, bounded and described as follows:

Commencing at a point on the southeasterly side of Black Sparrow Drive at the westerly corner of land designated as Lot 10 as shown on Subdivision Plat – Phase I “Stroudwater Preserve” made for Stroudwater Development Partners, LLC by Acorn Engineering as amended through April 12, 2022 recorded at the Cumberland County Registry of Deeds in Book 222, Page 157. Thence; southwesterly by said Black Sparrow Drive following a curve to the right, having a radius of 250.00 feet, an arc distance of 3.44 feet to the Point of Beginning. Thence:

- 1) S 30°42’55” E through land of the Grantor a distance of 74.17 feet;
- 2) S 05°16’30” E through said land of the Grantor a distance of 135.51 feet;
- 3) S 84°43’30” W through said land of the Grantor a distance of 15.00 feet;
- 4) N 05°16’30” W through said land of the Grantor a distance of 132.13 feet;
- 5) N 30°42’55’ W through said land of the Grantor a distance of 69.69 feet to said Black Sparrow Drive;
- 6) Northeasterly by said Black Sparrow Drive following a non-tangent curve to the left, having a radius of 250.00 feet, and arc distance of 15.04 feet to the Point of Beginning.

Bearings are referenced to Grid North, Maine State Plane Coordinate System, West Zone, NAD83.

The above-described easement, being 15-feet in width, is designated as “PROP. 15’-WIDE ACCESS EASEMENT & MAINTENANCE EASEMENT” leading from Black Sparrow Drive to Detention Pond #1 as shown the Phase I Plan.

Included herewith is the right, but not obligation to access, maintain, utilize, inspect, and patrol the aforementioned Detention Pond.

Light Box Cabinet Easement

The right to use, access, maintain, repair, and replace the light control cabinet installed within the southerly corner of Lot 4 as shown on the plan entitled Subdivision Plat – Phase I, Stroudwater Preserve, 1700 Westbrook Street, Portland, Maine” signed by the City of Portland Planning Board on March 27, 2018, and recorded in the Cumberland County Registry of Deeds in Plan Book 218, Page 275, as amended July 31, 2018 by plat recorded in said registry in Book 218, Page 339, as amended by plat recorded in said Registry in Plan Book 219, Page 209, as amended by plat recorded in said Registry in Plan Book 220, Pages 198 and 202, as amended by plat recorded in said Registry in Plan Book 221, Page 371 and as the same may be further amended from time to time, the location of which is described as follows:

A certain easement or right of way located on the northeasterly side of Black Sparrow Drive in the City of Portland, County of Cumberland, and State of Maine. Bounded and described as follows:

Commencing on the northeasterly side of Black Sparrow Drive at the westerly corner of land designated as Lot 5 as shown on a Plan of Subdivision Plat – Phase I “Stroudwater Preserve” made for Stroudwater Development Partners, LLC by Acorn Engineering, Inc. as amended through April 12, 2022 recorded at the Cumberland County Registry of Deeds in Plan Book 222, Page 157. Thence, N 18°33’30” W by said Black Sparrow Drive a distance of 10.00 feet to the **Point of Beginning**. Thence:

- 1) N 18°33’30” W by said Black Sparrow Drive a distance of 8.33 feet;
- 2) N 71°26’30” E through land designated as Lot 4 as shown on said plan a distance of 12.00 feet;
- 3) S 18°33’30” E through said Lot 4 a distance of 8.33 feet;
- 4) S 71°26’30” W through said Lot 4 a distance of 12.00 feet to the **Point of Beginning**.

Bearings are referenced to Grid North, Maine State Plane Coordinate System, West Zone, NAD83.

The above-described easement lies over a portion of land designated as Lot 4 as shown on a plan of Subdivision Plat – Phase I “Stroudwater Preserve” made for Stroudwater Development Partners, LLC by Acorn Engineering, Inc. as amended through April 12, 2022 recorded at the Cumberland County Registry of Deeds in Plan Book 222, Page 157. The source of the above-described easement area and the Grantor’s right to use, access, maintain, repair, and replace the light control cabinet installed within the southerly corner of Lot 4 can be found an instrument

from Graham Wellman and Roople Unia to Stroudwater Development Partners, LLC dated March 8, 2024 and recorded in Book 40646, Page 304 as corrected by instrument dated September 7, 2024 and recorded in said Registry in Book 40988, Page 66. The above-described premises and easements are conveyed subject to and with the benefit of the following, all of which are recorded in the Cumberland County Registry of Deeds:

1. Rights, easements, conditions and restrictions as set forth in an instrument from Newman H. Young and Harry A. Furbish to Portland Water District dated June 1, 1932 and recorded in Book 1399, Page 462 as amended by Easement Modification Agreement dated August 20, 2018 and recorded in Book 35087, Page 72.
2. Certificate of Waiver Approval by the City of Portland to Onex Company dated January 29, 2018 and recorded in Book 34646, Page 56.
3. Easement Deed (Open Space Easement - 1700 Westbrook Lot) from Stroudwater Development Partners, LLC to the City of Portland dated May 17, 2018 and recorded in Book 34919, Page 146.
4. Easement Deed (Public Access Easement - 1700 Westbrook Lot) from Stroudwater Development Partners, LLC to Portland Trails dated May 17, 2018 and recorded in Book 34919, Page 143.
5. Stormwater Drainage System Maintenance Agreement for Stroudwater Preserve by Stroudwater Development Partners, LLC dated May 17, 2018 and recorded in Book 34919, Page 148.
6. Reciprocal Stormwater Maintenance and Easement Agreement between Stroudwater Development Partners, LLC and the City of Portland dated June 25, 2018 and recorded in Book 34943, Page 193.
7. Easement Deed from Stroudwater Development Partners, LLC to Portland Water District dated August 13, 2018 and recorded in Book 35087, Page 75.
8. Easement from Stroudwater Development Partners, LLC to Central Maine Power Company dated August 8, 2018 and recorded in Book 35310, Page 184.
9. Conditions and restrictions as set forth in a Declaration of Stroudwater Preserve Homeowners' Association by Stroudwater Development Partners, LLC dated June 14, 2019 and recorded in Book 35717, Page 204 and re-recorded in Book 35718, Page 123.
10. Line Extension Conveyance from Stroudwater Development Partners, LLC to Central Maine Power Company dated April 8, 2019 and recorded in Book 35748, Page 117.
11. Drainage Easement 1 from Stroudwater Development Partners, LLC to Stroudwater Preserve Phase I Homeowner's Association dated August 19, 2024 and recorded in Book 40942, Page 128.

12. Drainage Easement 2 from Stroudwater Development Partners, LLC to Stroudwater Preserve Phase I Homeowner's Association dated August 19, 2024 and recorded in Book 40942, Page 133.
13. Drainage Easement 3 from Stroudwater Development Partners, LLC to Stroudwater Preserve Phase I Homeowner's Association dated August 19, 2024 and recorded in Book 40942, Page 137.
14. Stormwater Drainage System Maintenance Agreement for Stroudwater Preserve Phase I dated July 30, 2020 and recorded in Book 36995, Page 89.
15. Underground line easement from Stroudwater Development Partners, LLC to Central Maine Power Company dated September 21, 2020 and recorded in Book 37351, Page 83.
16. Declaration of Access and Road Maintenance Covenants dated November 25, 2020 and recorded in Book 37495, Page 193.
17. Underground line easement from Stroudwater Development Partners, LLC to Central Maine Power Company dated October 18, 2023 and recorded in Book 40442, Page 275.

Attachment 3

Utility Easements

WR# 10300456739

Line Extension Conveyance

Stroudwater Development Partners LLC ("Customer") of 40 South Street Ste 305, Marblehead in Essex County, Massachusetts, conveys to Central Maine Power Company, a Maine corporation having its principal office at 83 Edison Drive, Augusta, Maine, ("CMP") its successors and assigns, the following personal and real equipment and property located **on and/or under the surface of** certain land of the Customer in the Town/City of Portland, Cumberland County, Maine, as follows:

Starting at existing CMP pole 56 Westbrook Street extending 1765' in a southwesterly direction to and including pads 1 and 2 Swan Street, pads 1, 2, 3, 4, 5 and 6 Black Sparrow, and pads 1, 2, 3, 3H and 4 Trailhead Way.

The Customer has read, understood and had the opportunity to have an attorney review this Line Extension Conveyance. The Customer understands and agrees to the terms written above.

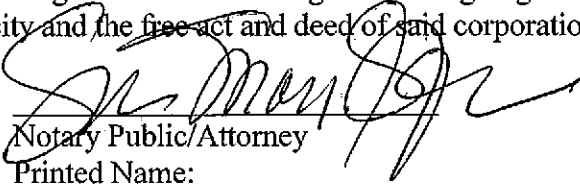
Signed, sealed and delivered as of 4/8, 20 19.

Customer


 J. Hilary Rockett, Jr. Authorized Signer
 STRoudwater Development Partners LLC
 STATE OF Mass-
Essex SS.

Then personally appeared before me this 8th day of April, 20 19, the above-named J. Hilary Rockett, Jr. Authorized Signer 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].




 Notary Public/Attorney

Printed Name:

My Commission Expires:

**STORMWATER DRAINAGE
SYSTEM MAINTENANCE AGREEMENT
FOR
STROUDWATER PRESERVE PHASE I**

IN CONSIDERATION OF the subdivision plan approval granted by the Planning Board of the City of Portland to the proposed residential subdivision, commonly referred to as “Stroudwater Preserve” (the “Approval”) located at 1700 Westbrook Street, Portland, Maine and shown on the Subdivision Plat – Phase I recorded in the Cumberland County Registry of Deeds in Plan Book 220, Page 202 (the “Plan”), prepared by Acorn Engineering (hereinafter, the “Premises”) and pursuant to a condition thereof, Stroudwater Development Partners, LLC, a Maine limited liability company with a principal place of business in Portland, Maine, and having a mailing address of One City Center, Portland Maine, 04101, the owner of the Premises, does hereby agree, for itself, its successors and assigns (the “Owner”), as follows:

Maintenance Agreement

Owner, 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 five (5) of the ten (10) Filterra units, and associated infrastructures, as listed on the Plan as well as on the exhibits prepared by Titcomb Associates attached hereto as **Exhibit A**. The Owner, 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 stormwater infrastructure located & receiving drainage outside of the public right-of-way including but not limited to: field inlets, cleanouts, infiltration basins, storm drain pipes, catch basins, outlet control structures, outlet culverts, riprap aprons and landscaped and vegetated areas. For the avoidance of doubt, assignment by Owner to the Stroudwater Preserve Phase I Homeowner’s Association, a Maine non-profit corporation, shall have the effect of a full substitution of such association for Owner as the party solely responsible for performance under this agreement. Said Owner Stormwater BMP’s, as designated on the Plan, shall be maintained in strict compliance with the approved Post Construction – Phase I Stormwater Inspection & Maintenance Plan and Stormwater Maintenance and Inspection Logs, revised May 2020, copy attached as **Exhibit B** respectively and the annual inspection and reporting requirements of Chapter 32 of the Portland City Code. Owner of the subject premises



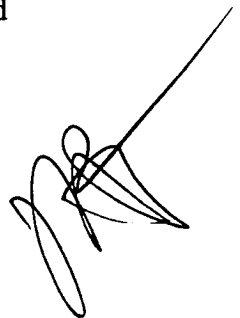
further agrees, at its own cost, to keep a Stormwater Maintenance and Inspection Log in the forms found in Exhibit B. Such logs shall be made available for inspection by the City of Portland upon reasonable notice and request.

The City of Portland will, at its own cost and expense and at all times in perpetuity, maintain in good repair and in proper working order, five (5) remaining of the ten (10) Filterra units, and associated infrastructures, as listed on the Plan and as further identified on the exhibits prepared by Titcomb Associates attached hereto as Exhibit A. The City of Portland will, at its own cost and expense and at all times in perpetuity, maintain in good repair and in proper working order stormwater infrastructure located & receiving drainage within the public right-of-way including but not limited to: catch basins, cleanouts, storm drain pipes, drainage manholes and landscaped and vegetated areas.

Said agreement is for the benefit of the said City of Portland and all persons in lawful possession of the property and abutters thereto; further, that the said City of Portland or 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, including but not limited to the detention basins, and other drainage structures thereon 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 not confer upon the City of Portland or any other person the right to utilize said stormwater system for public use or for the development of any other property, and the Owner shall bear no financial responsibility by virtue of this Agreement for enlarging the capacity of said system for any reason whatsoever.

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 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 Works 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.

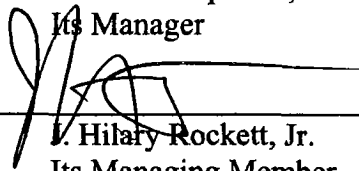
Any written notices or demands required by the Agreement shall be complete on the date the notice is attached to one or more doors providing entry to any buildings or residential units and mailed by certified mail, return receipt requested or ordinary mail or both to the owner of record as shown on the tax rolls 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 30th day of July, 2020.

Stroudwater Development Partners, LLC

By: JHR Development, LLC
Its Manager

By: 
J. Hilary Rockett, Jr.
Its Managing Member

STATE OF MAINE
CUMBERLAND, ss.

Date: 7/30/2020

Personally appeared the above-named J. Hilary Rockett, Jr., Its Managing Member of JHR Development, LLC, and acknowledged the foregoing instrument to be his free act and deed in his said capacity.

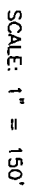
Before me,


~~Notary Public~~/Attorney at Law

Print name: Jason G. Howe, Esq.

Exhibit A: Filterra Exhibits, by Titcomb Associates

Exhibit B: Post Construction – Phase I Stormwater Inspection & Maintenance Plan



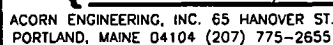
PERMIT LEVEL
NOT FOR
CONSTRUCTION

DRAWING NO.

✕

STROUDWATER DEVELOPMENT PARTNERS, LLC
KENNEBUNK, ME

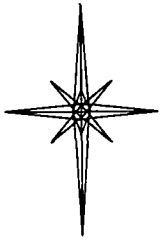
BY	
DATE	
FRI	
5/5/2020	



AND WITHOUT LIABILITY TO
ACORN ENGINEERING, INC.

GRID

N



PLAN REFERENCE

Subdivision Plat - Phase I, Stroudwater Preserve made by Acorn Engineering

Amended date: June 18, 2020

Recorded in the Cumberland County Registry of Deeds in Plan Book 220, Page 202.

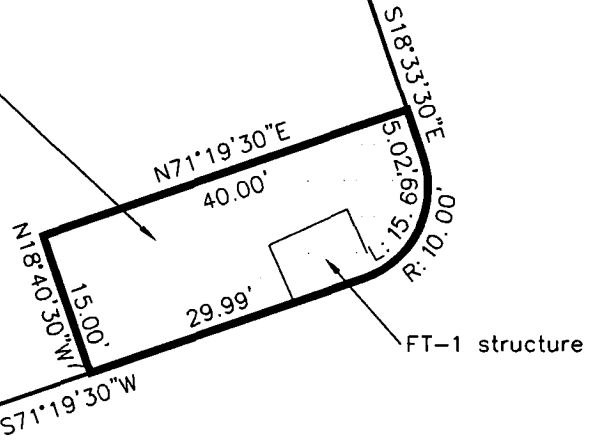
Westbrook Street

Black Sparrow Drive

Lot 29

Lot 28

578 sq.ft.



FT-1 structure

Trailhead Way

Exhibit A
FT-1 Easement

Lot #29 Stroudwater Preserve

Portland, Maine

JOB #216100

DATE: February 24, 2020

SCALE: 1" = 20'



Titcomb Associates

133 Gray Road, Falmouth, Maine 04105
(207)797-9199 www.titcombsurvey.com

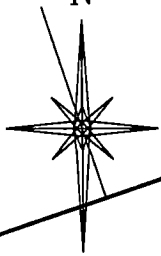
GRID
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PLAN REFERENCE

Subdivision Plat - Phase I, Stroudwater Preserve made by Acorn Engineering

Amended date: June 18, 2020

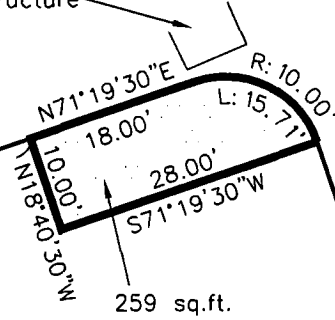
Recorded in the Cumberland County Registry of Deeds in Plan Book 220, Page 202.



Trailhead Way

Black Sparrow Drive

FT-2 structure



81.41'

Lot 30

Lot 44

Lot 31

**Exhibit A
FT-2 Easement**

Lot #30 Stroudwater Preserve

Portland, Maine

JOB #216100

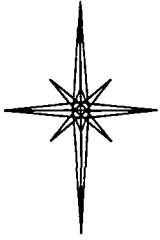
DATE: February 24, 2020

SCALE: 1" = 20'



Titcomb Associates

133 Gray Road, Falmouth, Maine 04105
(207)797-9199 www.titcombsurvey.com

GRID
NPLAN REFERENCE

Subdivision Plat - Phase I, Stroudwater Preserve made by Acorn Engineering

Amended date: June 18, 2020

Recorded in the Cumberland County Registry of Deeds in Plan Book 220, Page 202.

Lot 31

654 sq.ft.

Lot 32Lot 33

L:10.00'

N87°57'51"E

15.00'

R:200.00'

N04°10'14"E

40.00'

L:43.33'

FT-3
structureCB:S04°10'14"W
CL:43.24'

15.00'

N79°37'24"W

Black Sparrow Drive

Exhibit A
FT-3 Easement

Lot #32 Stroudwater Preserve

Portland, Maine

JOB #216100

DATE: February 24, 2020

SCALE: 1" = 20'

*Titcomb Associates*133 Gray Road, Falmouth, Maine 04105
(207)797-9199 www.titcombsurvey.com

GRID
NPLAN REFERENCE

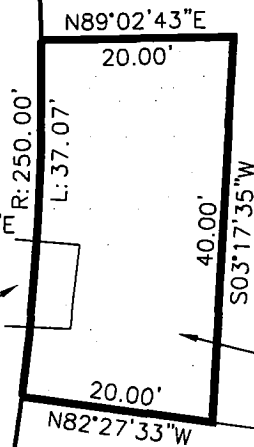
Subdivision Plat - Phase I, Stroudwater Preserve made by Acorn Engineering

Amended date: June 18, 2020

Recorded in the Cumberland County Registry of Deeds in Plan Book 220, Page 202.

Lot 6Lot 7Lot 8

Black Sparrow Drive

CB:N03°17'35"E
CL:37.04'FT-4
structure

751 sq.ft.

Exhibit A
FT-4 Easement

Lot #7 Stroudwater Preserve

Portland, Maine

JOB #216100

DATE: February 24, 2020

SCALE: 1" = 20'

*Titcomb Associates*133 Gray Road, Falmouth, Maine 04105
(207)797-9199 www.titcombsurvey.com

GRID
NPLAN REFERENCE

Subdivision Plat - Phase I, Stroudwater Preserve made by Acorn Engineering

Amended date: June 18, 2020

Recorded in the Cumberland County Registry of Deeds in Plan Book 220, Page 202.

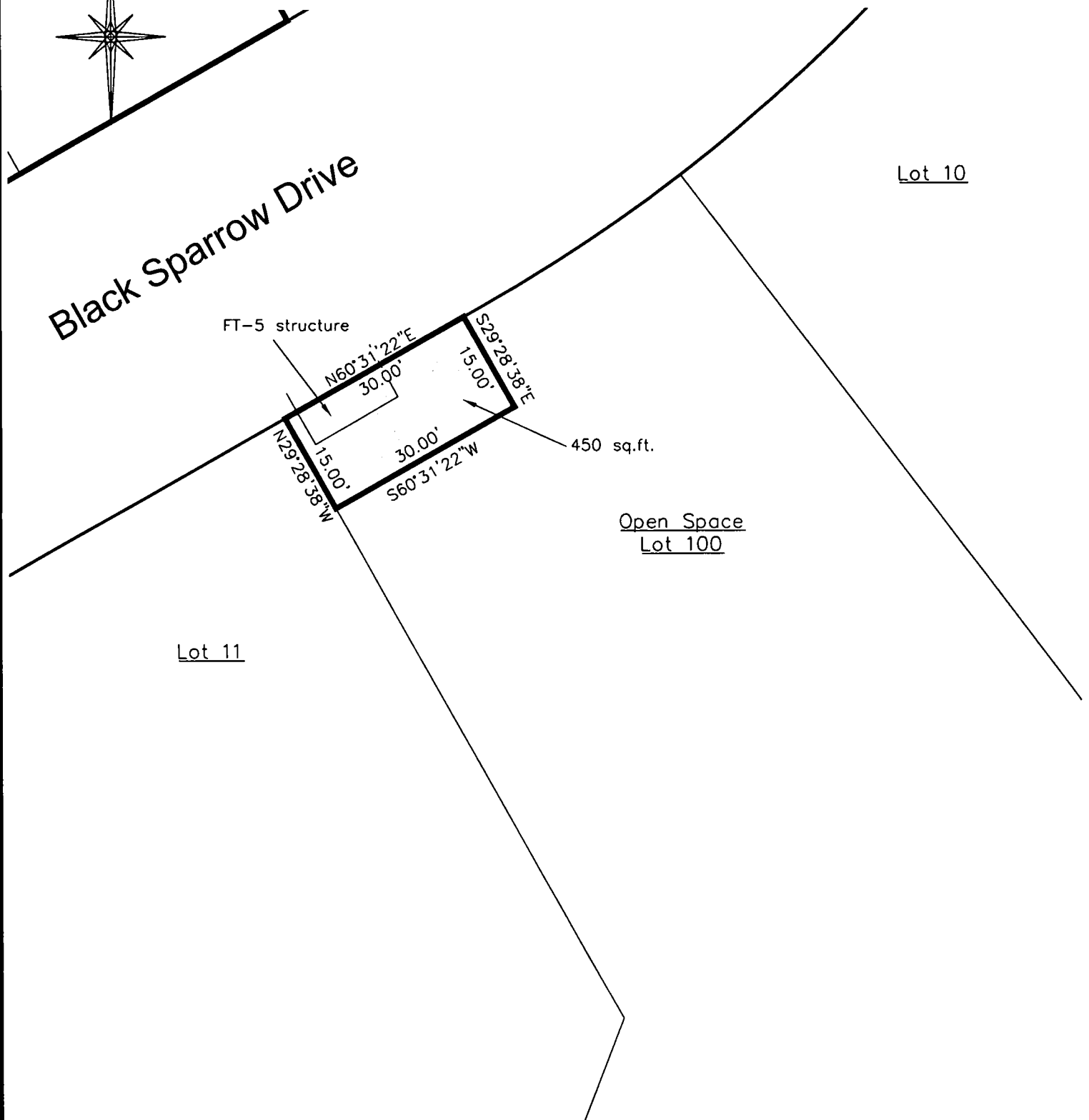


Exhibit A
FT-5 Easement

Lot #100 Stroudwater Preserve

Portland, Maine

JOB #216100

DATE: February 24, 2020

SCALE: 1" = 20'

*Titcomb Associates*

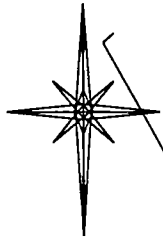
133 Gray Road, Falmouth, Maine 04105
(207)797-9199 www.titcombsurvey.com

GRID
NPLAN REFERENCE

Subdivision Plat - Phase I, Stroudwater Preserve made by Acorn Engineering

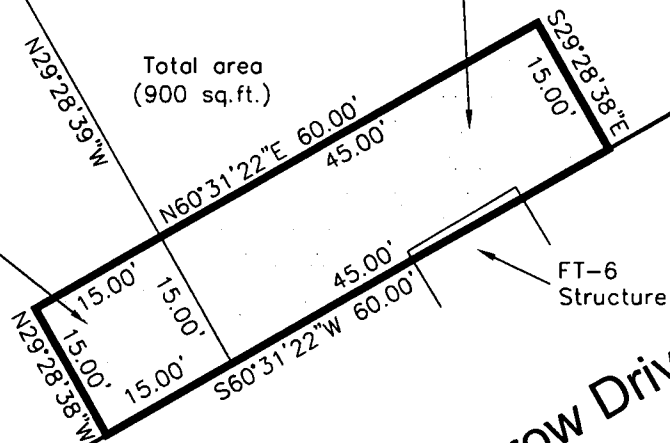
Amended date: June 18, 2020

Recorded in the Cumberland County Registry of Deeds in Plan Book 220, Page 202.

Lot 33Lot 34Lot 35

225 sq.ft.

675 sq.ft.

Total area
(900 sq.ft.)FT-6
Structure

Black Sparrow Drive

Exhibit A
FT-6 Easement

Lots #34 and 35 Stroudwater Preserve

Portland, Maine

JOB #216100

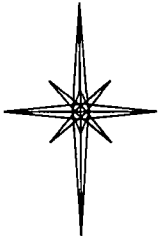
DATE: February 24, 2020

SCALE: 1" = 20'

*Titcomb Associates*133 Gray Road, Falmouth, Maine 04105
(207)797-9199 www.titcombsurvey.com

GRID

N

PLAN REFERENCE

Subdivision Plat - Phase I, Stroudwater Preserve made by Acorn Engineering

Amended date: June 18, 2020

Recorded in the Cumberland County Registry of Deeds in Plan Book 220, Page 202.

Black Sparrow Drive

FT-7
structureCB:S86°54'33"E
CL:23.44'

R: 225.00'

L: 15.00'

L: 23.45'

N06°04'35"E
15.00'S00°06'19"W
15.00'

25.00'

N86°54'33"W

358 sq.ft.

Lot 15Lot 13Lot 14Exhibit A
FT-7 Easement

Lot #14 Stroudwater Preserve

Portland, Maine

JOB #216100

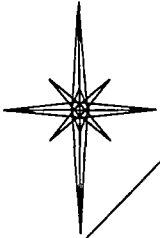
DATE: February 24, 2020

SCALE: 1" = 20'

*Titcomb Associates*133 Gray Road, Falmouth, Maine 04105
(207)797-9199 www.titcombsurvey.com

GRID

N



PLAN REFERENCE

Subdivision Plat - Phase I, Stroudwater Preserve made by Acorn Engineering

Amended date: June 18, 2020

Recorded in the Cumberland County Registry of Deeds in Plan Book 220, Page 202.

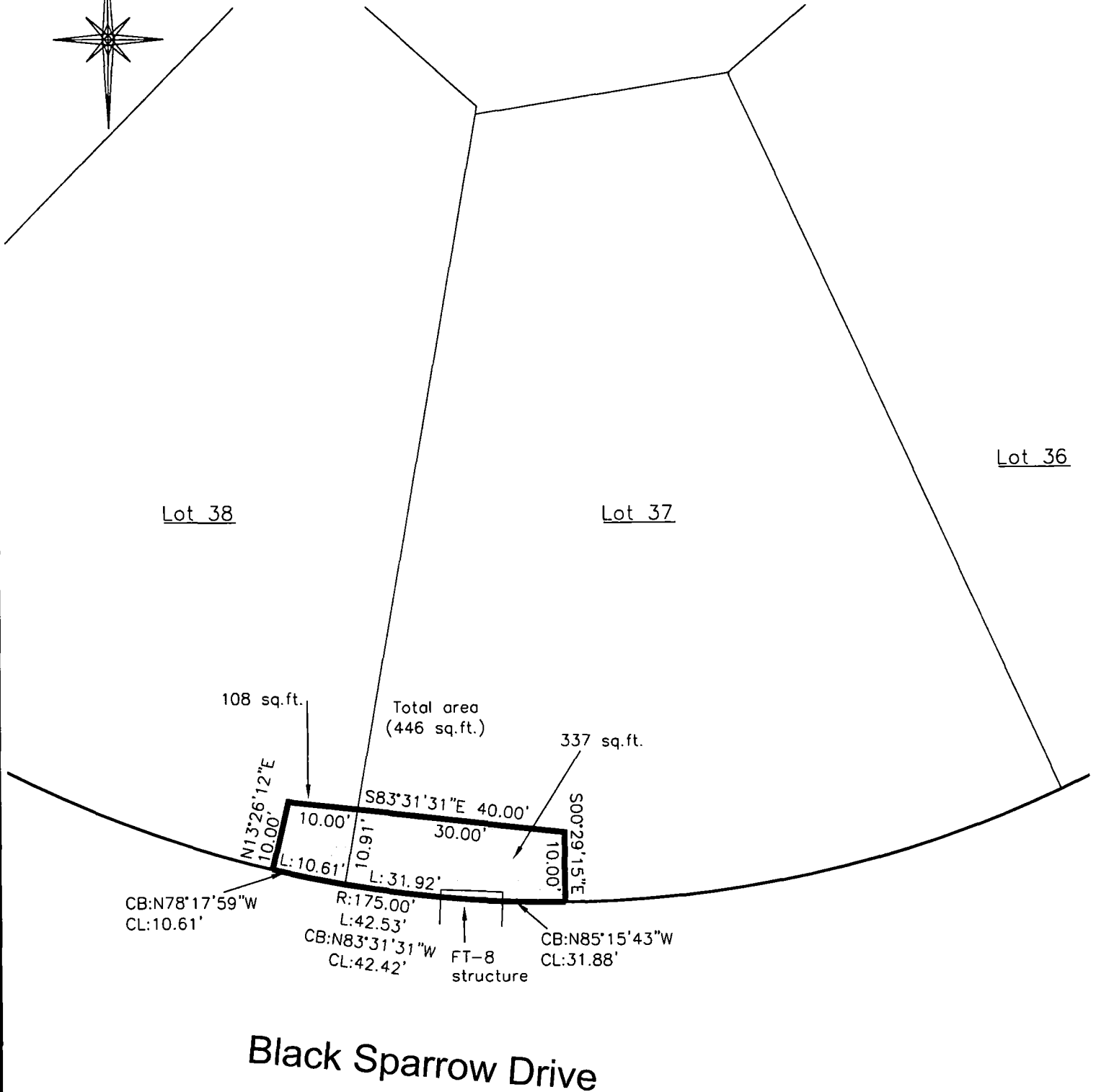


Exhibit A
FT-8 Easement

Lots #37 and 38 Stroudwater Preserve

Portland, Maine

JOB #216100

DATE: February 24, 2020

SCALE: 1" = 20'



Titcomb Associates

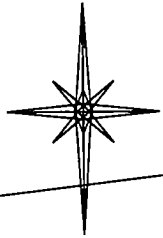
133 Gray Road, Falmouth, Maine 04105
(207)797-9199 www.titcombsurvey.com

GRID
NPLAN REFERENCE

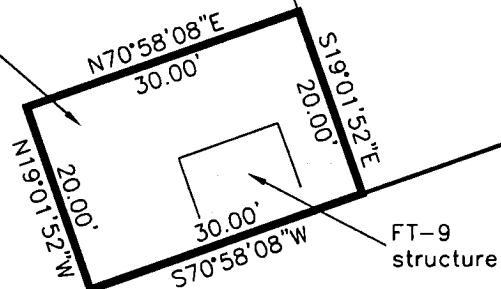
Subdivision Plat - Phase I, Stroudwater Preserve made by Acorn Engineering

Amended date: June 18, 2020

Recorded in the Cumberland County Registry of Deeds in Plan Book 220, Page 202.

Lot 20Lot 21Lot 22

600 sq.ft.



Trailhead Way

Exhibit A

FT-9 Easement

Lot #21 Stroudwater Preserve

Portland, Maine

JOB #216100

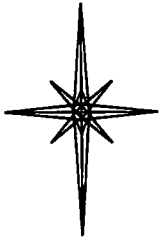
DATE: February 24, 2020

SCALE: 1" = 20'

*Titcomb Associates*
 133 Gray Road, Falmouth, Maine 04105
 (207)797-9199 www.titcombsurvey.com

GRID

N



PLAN REFERENCE

Subdivision Plat - Phase I, Stroudwater Preserve made by Acorn Engineering

Amended date: June 18, 2020

Recorded in the Cumberland County Registry of Deeds in Plan Book 220, Page 202.

Trailhead Way

FT-10
structure

CB:N59°32'19"E
CL:30.14'

R:275.00'
L:30.16'
S32°46'58"E
10.00'
S59°33'06"W
30.00'
N33°36'12"W
10.00'

309 sq.ft.

Lot 44

Lot 43

Lot 42

Exhibit A
FT-10 Easement



Titcomb Associates

133 Gray Road, Falmouth, Maine 04105
(207)797-9199 www.titcombsurvey.com

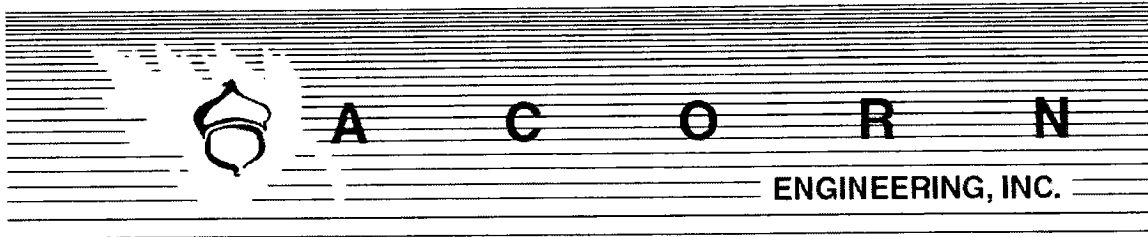
Lot #43 Stroudwater Preserve

Portland, Maine

JOB #216100

DATE: February 24, 2020

SCALE: 1" = 20'



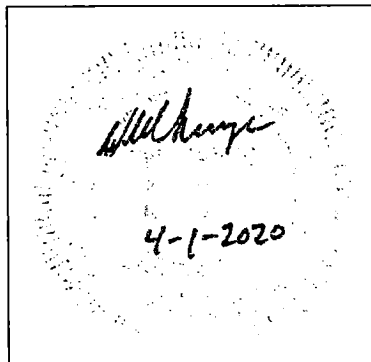
POST CONSTRUCTION – PHASE I
STORMWATER INSPECTION &
MAINTENANCE PLAN

Prepared For:

Stroudwater Development Partners, LLC
One City Center
Portland, Maine 04101

Prepared By:

Acorn Engineering, Inc.
65 Hanover Street, Suite 1
Portland, Maine 04101



Original: November 2017
Revised: May 2020

RESPONSIBLE PARTY

Per the most recent "*Stormwater Drainage System Maintenance Agreement for Stroudwater Preserve Phase I*" (the "Agreement") as recorded at the Cumberland County Registry of Deeds, the Owner, Stroudwater Development Partners, LLC, and/or their successor shall be responsible for contracting with a Qualified Stormwater Professional (QSP) to implement this Inspection and Maintenance Plan for Phase I of the Stroudwater Preserve Subdivision and is subject to the terms and conditions of the most recent subdivision plat(s) recorded at the Cumberland County Registry of Deeds. Refer to the Agreement for the Owner-responsible stormwater infrastructure locations and narrative. The QSP shall refer to the Exhibits found in the Agreement for the BMP locations. The QSP shall maintain a stormwater log (report) summarizing inspections, maintenance and corrective action taken. The QSP shall annually submit the Stormwater Log to the Department of Public Works prior to June 30th.

The following is an example of a Qualified Stormwater Professional that the association may contract through.

Organization: Will Savage, PE
Acorn Engineering, Inc
Portland, Maine

Phone: (207) 775-2655

Qualifications:

- Maine Professional Engineering License #11419
- Maine DEP - Certified in Maintenance & Inspection of Stormwater BMP's Cert. #14
- Certified Erosion, Sediment and Storm Water Inspector (CESSWI) Cert. #0293
- Certified Professional in Erosion and Sediment Control (CPESC) Cert. #4620

The inspection and maintenance criteria are based upon the Maine DEP - Stormwater Management for Maine, Volume III: BMPs Technical Design Manual.

PURPOSE

This Inspection and Maintenance Plan has been individually tailored to this parcel's stormwater infrastructure, site characteristics and their respective opportunities and limitations related to reducing the pollutant load on the receiving watershed. The maintenance of a parcel's impervious surfaces and stormwater infrastructure is critical to extending the long-term performance and effectiveness of Best Management Practices (BMPs). The Inspection and Maintenance Plan represents the parcel's minimum activities to meet the permit requirements. The parcel shall still be subject to any applicable Civil Site Plans, Permit Applications, Erosion and Sedimentation Control Plans Reports, Stormwater Management Plans, Inspection and Maintenance Manuals, and all Municipal, State, and Federal rules.

INSPECTION AND MAINTENANCE ACTIVITY

Detention Ponds:

The maintenance of the detention ponds shall be in accordance with the following activities identified below and the most recent version of the Maine DEP Volume III BMPs Technical Design Manual Chapter 3 - Detention Basins for Flooding Control.

- The inlet and outlet of the basin should be checked periodically to ensure that flow structures are not blocked by debris. Inspections should be conducted monthly during wet weather conditions (March to November). Flow structures should be easily accessible for inspection and the removal of debris blockage during storm conditions.
- Embankments should be maintained to preserve their integrity as impoundment structures, including: mowing, control of woody vegetation, rodent and outlet maintenance and repair. Basins should be mowed no more than twice a year during the growing season to maintain maximum grass heights less than 12 inches. All accumulated trash and debris should be removed.

Storm Drains:

The storm drains installed shall be inspected annually for the presence of accumulated sediment or debris. Storm drain pipes are located at the following locations: shared side property lines of Lot 3 & Lot 4, shared rear property line of Lot 3 & side property line of Lot 5, shared rear property line of Lot 4 & side property line of Lot 5, rear of Lot 5 & Lot 6 (daylight location), shared side property lines of Lot 30 & Lot 44, shared rear property lines of Lots 40 thru 44, shared rear property lines of Lots 31 thru 37, shared side property lines of Lot 33 & Lot 34. Any sediment shall be removed as required.

- The equipment shall meet the following minimum specifications; power jet and water source for washing down the storm drain, vacuum attachment for catch basin cleaning and a liquid handling method to dewater the material.
- Inspect and legally dispose of accumulated sediment and debris within the storm drains between basins. Liquids must be decanted on-site and returned to catch basins.

Filtrerra Systems:

The maintenance for the Filterra systems shall be in accordance with the attached "Filtrerra Owner's Manual" and "Filtrerra Maintenance Steps." The Filterra systems that are to be owned and maintained by the Owner are: FT-2, FT-3, FT-6, FT-8 & FT-10. The City will own and maintain the following systems: FT-1, FT-4, FT-5, FT-7 & FT-9. Additionally, the downstream catch basins and drainage manholes shall be inspected to confirm the structures are operating properly.

- Inspect for the presence of accumulated sediment or debris that shall be removed. The equipment shall meet the following minimum specifications; power jet and water source for washing down the storm drain, vacuum attachment for catch basin cleaning, and a liquid handling method to dewater the material.
- Sediment shall be removed when accumulation is within 6 inches of the outfall pipe invert. Legally dispose of accumulated sediment and debris from the bottom of the basin, inlet grates, and inflow channels to the basin.



- If the basin outlet is designed with a hood to trap floatable materials (e.g. Snout), check to ensure watertight seal is working.

Field Inlets/Cleanouts:

Field inlets receiving drainage from outside the public right-of-way shall be inspected annually to confirm the structures are operating properly. The four (4) field inlets are found at the following locations: rear property line of Lot 4 & side property line of Lot 5, rear property lines of Lot 32 & Lot 44, rear property lines of Lot 33, Lot 34 & Lot 43, & the rear property lines of Lot 36, Lot 37 and Lot 40. The one (1) cleanout is found at the side property lines of Lot 3 & Lot 4..

- Inspect for the presence of accumulated sediment or debris that shall be removed. The equipment shall meet the following minimum specifications; power jet and water source for washing down the storm drain, vacuum attachment for catch basin cleaning and a liquid handling method to dewater the material.
- Sediment shall be removed when accumulation is within 6 inches of the outfall pipe invert. Legally dispose of accumulated sediment and debris from the bottom of the basin or field inlets, inlet grates and inflow channels to the basin or field inlet.
- If the basin outlet is designed with a hood to trap floatable materials (e.g. Snout), check to ensure watertight seal is working.
- Appropriately dispose of all collected materials.

Outlets:

The outlet control structure(s), outlet culvert(s) and riprap apron(s) shall be inspected biannually to ensure that outlets are clear of sediment and debris and riprap apron(s) have/has not become displaced. Confirm that there are no signs of soil erosion in the vicinity of the apron(s). Ensure that the orifice(s) and trash rack(s) are not obstructed from trash and debris.

Landscaped and Vegetated Areas:

Inspect all landscaped and/or vegetated slopes and embankments located outside the public right-of-way on an annual basis. Vegetated areas with bare areas or sparse growth (<90% coverage) shall be revegetated. Mulch shall be applied to landscaped areas, as necessary. Dead or decaying landscaping (ground cover, shrubs, trees, etc.) shall be replanted in accordance with the approved Landscape Plan.

INSPECTION AND MAINTENANCE TABLE

Inspection and Maintenance Frequency	Spring or Yearly	Summer	Fall	As Necessary
Detention Ponds	X		X	X
Filtrerra Systems	X			X
Catch Basins/Field Inlets		X		X
Storm Drains		X		X
Outlets	X			X
Landscaped/Vegetated Areas	X			X



STORMWATER MAINTENANCE AND INSPECTION AGREEMENT: INSPECTION LOG

Doc#: 44308 Bk: 36995 Pg: 108

Detention Ponds:	
Location: 1700 Westbrook Street, Portland, ME 04102	Latitude: 43.658294°N Longitude: -70.32915° W
Description of Located Point: Recorded Construction Documents	Inspector: Date of Inspection: Weather Conditions:
Days since last precipitation:	MEDEP Permit # N/A
Quantity of last precipitation (in):	Design Drawings: YES

Maintenance Items	Inspect In Spring	Inspect In Fall	Inspect As Necessary		Maintenance Requested (Date)	Maintenance Completed (Date)	Summary of Maintenance Required
-------------------	-------------------	-----------------	----------------------	--	------------------------------	------------------------------	---------------------------------

Embankments

Pond is working in its intended fashion and is free of trash and debris	☐	☐	☐	☐ Yes ☐ No ☐ N/A			
Any significant sediment buildup (<20% of design volume) has been removed	☐	☐	☐	☐ Yes ☐ No ☐ N/A			
Embankments show any settlement, slope erosion, or downstream swamping	☐	☐	☐	☐ Yes ☐ No ☐ N/A			
Embankments are mown and free of obstructions, vegetative growth, etc.	☐	☐	☐	☐ Yes ☐ No ☐ N/A			
Embankments are free of rodent burrows, etc.	☐	☐	☐	☐ Yes ☐ No ☐ N/A			

Spillway, Trash Racks, Inlet and Outlet Controls

Pretreatment structure is free of excess sediment and floatables	☐	☐	☐	☐ Yes ☐ No ☐ N/A			
Spillway rip rap is in good, working condition	☐	☐	☐	☐ Yes ☐ No ☐ N/A			
The outlet control structure is in good working condition	☐	☐	☐	☐ Yes ☐ No ☐ N/A			
The trash racks are free of trash and floatable accumulation	☐	☐	☐	☐ Yes ☐ No ☐ N/A			
The trash racks are generally in good condition	☐	☐	☐	☐ Yes ☐ No ☐ N/A			

STORMWATER MAINTENANCE AND INSPECTION AGREEMENT: INSPECTION LOG

Doc#: 44308 Bk:36995 Pg: 109

Spillways show any settlement, slope erosion, or downstream swamping	☐	☐	☐	☐ Yes ☐ No ☐ N/A			
Spillways are mown and free of obstructions, vegetative growth, etc.	☐	☐	☐	☐ Yes ☐ No ☐ N/A			
Sub-Surface Detention							
Inspect detention through designated access points	☐	☐	☐	☐ Yes ☐ No ☐ N/A			
General							
Access to facility is adequate	☐	☐	☐	☐ Yes ☐ No ☐ N/A			
Photographs of most recent site inspection are included	☐	☐	☐				Photographs are attached.
Additional Comments:							

STORMWATER MAINTENANCE AND INSPECTION AGREEMENT: INSPECTION LOG

Field Inlets/Cleanouts:							
Location: 1700 Westbrook Street, Portland, ME 04102				Latitude: 43.658294°N			
				Longitude: -70.32915° W			
Description of Located Point: Recorded Construction Documents				Inspector:			
				Date of Inspection:			
				Weather Conditions:			
Days since last precipitation:				MEDEP Permit # N/A			
Quantity of last precipitation (in):				Design Drawings: YES			
Maintenance Items	Inspect In Spring	Inspect In Fall	Inspect As Necessary		Maintenance Requested (Date)	Maintenance Completed (Date)	Summary of Maintenance Required
Catch Basins/Field Inlets							
Field inlet/cleanout is working properly and is free of debris and sediment	☐	☐	☐	☐ Yes ☐ No ☐ N/A			
Inter-structure storm drain is functioning properly and free of sediment and debris.	☐	☐	☐	☐ Yes ☐ No ☐ N/A			
General							
Access to facility is adequate	☐	☐	☐	☐ Yes ☐ No ☐ N/A			
Photographs of most recent site inspection are included	☐	☐	☐	☐ Yes ☐ No ☐ N/A			
Additional Comments:							

STORMWATER MAINTENANCE AND INSPECTION AGREEMENT: INSPECTION LOG

Stormwater Pipe:							
Location: 1700 Westbrook Street, Portland, ME 04102				Latitude: 43.658294°N			
				Longitude: -70.32915° W			
Description of Located Point: Recorded Construction Documents				Inspector:			
				Date of Inspection:			
				Weather Conditions:			
Days since last precipitation:				MEDEP Permit # N/A			
Quantity of last precipitation (in):				Design Drawings: YES			
Maintenance Items	Inspect In Spring	Inspect In Fall	Inspect As Necessary		Maintenance Requested (Date)	Maintenance Completed (Date)	Summary of Maintenance Required
Stormwater Pipe/Culvert							
Pipe/culvert is free of obstruction, accumulated sediment and debris	☐	☐	☐	☐ Yes ☐ No ☐ N/A			
Pipe inlet and outlet is free of obstruction, accumulated sediment and debris	☐	☐	☐	☐ Yes ☐ No ☐ N/A			
Pipe/culvert, inlet and outlet is free of collapses and structural damage	☐	☐	☐	☐ Yes ☐ No ☐ N/A			
Outlet and inlet are properly conveying stormwater and no erosion is visible	☐	☐	☐	☐ Yes ☐ No ☐ N/A			
General							
Access to facility is adequate	☐	☐	☐	☐ Yes ☐ No ☐ N/A			
Photographs of most recent site inspection are included	☐	☐	☐				
Additional Comments:							

STORMWATER MAINTENANCE AND INSPECTION AGREEMENT: INSPECTION LOG

Outlets:							
Location:		1700 Westbrook Street, Portland, ME 04102		Latitude:		43.658294°N	
				Longitude:		-70.32915° W	
Description of Located Point:		Recorded Construction Documents		Inspector:			
				Date of Inspection:			
				Weather Conditions:			
Days since last precipitation:				MEDEP Permit #		N/A	
Quantity of last precipitation (in):				Design Drawings:		YES	
Maintenance Items	Inspect In Spring	Inspect In Fall	Inspect As Necessary		Maintenance Requested (Date)	Maintenance Completed (Date)	Summary of Maintenance Required
Outlets							
Rip rap apron(s) are clear of sediment and debris and have not become displaced	☐	☐	☐	☐ Yes ☐ No ☐ N/A			
Outlet culvert(s) are clear of sediment and debris and have not become displaced	☐	☐	☐	☐ Yes ☐ No ☐ N/A			
Outlet control structure(s) are clear of sediment and debris and have not become displaced	☐	☐	☐	☐ Yes ☐ No ☐ N/A			
General							
Access to facility is adequate	☐	☐	☐	☐ Yes ☐ No ☐ N/A			
Photographs of most recent site inspection are included	☐	☐	☐				
Additional Comments:							

STORMWATER MAINTENANCE AND INSPECTION AGREEMENT: INSPECTION LOG

Landscaped & Vegetated Areas:							
Location: 1700 Westbrook Street, Portland, ME 04102				Latitude: 43.658294°N			
				Longitude: -70.32915° W			
Description of Located Point: Recorded Construction Documents				Inspector:			
				Date of Inspection:			
				Weather Conditions:			
Days since last precipitation:				MEDEP Permit # N/A			
Quantity of last precipitation (in):				Design Drawings: YES			
Maintenance Items	Inspect In Spring	Inspect In Fall	Inspect As Necessary		Maintenance Requested (Date)	Maintenance Completed (Date)	Summary of Maintenance Required
Vegetated Areas							
Slopes and embankments are in good condition	☐	☐	☐	☐ Yes ☐ No ☐ N/A			
Site is free of rill erosion	☐	☐	☐	☐ Yes ☐ No ☐ N/A			
General							
Site is free of locations with less than 90% vegetative cover	☐	☐	☐	☐ Yes ☐ No ☐ N/A			
Plantings are capable of withstanding concentrated flows	☐	☐	☐	☐ Yes ☐ No ☐ N/A			
Access to facility is adequate	☐	☐	☐	☐ Yes ☐ No ☐ N/A			
Photographs of most recent site inspection are included	☐	☐	☐				
Additional Comments:							

STORMWATER MAINTENANCE AND INSPECTION AGREEMENT: INSPECTION LOG

Filterra Systems:							
Location: 1700 Westbrook Street, Portland, ME 04102				Latitude: 43.658294°N			
				Longitude: -70.32915° W			
Description of Located Point: Recorded Construction Documents				Inspector:			
				Date of Inspection:			
				Weather Conditions:			
Days since last precipitation:				MEDEP Permit # N/A			
Quantity of last precipitation (in):				Design Drawings: YES			
Maintenance Items	Inspect In Spring	Inspect In Fall	Inspect As Necessary		Maintenance Requested (Date)	Maintenance Completed (Date)	Summary of Maintenance Required
Filterra Systems							
Inspection and cleaning of Filterra and surrounding area	☐	☐	☐	☐ Yes ☐ No ☐ N/A			
Removal of debris and trash	☐	☐	☐	☐ Yes ☐ No ☐ N/A			
Replace mulch	☐	☐	☐	☐ Yes ☐ No ☐ N/A			
General							
Access to facility is adequate	☐	☐	☐	☐ Yes ☐ No ☐ N/A			
Photographs of most recent site inspection are included	☐	☐	☐	☐ Yes ☐ No ☐ N/A			
Additional Comments:							

Filterra Owner's Manual



filterra®
Bioretention Systems

CONTECH®
ENGINEERED SOLUTIONS



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Enclosed

Local Area Filterra Plant List



Introduction

Thank you for your purchase of the Filterra® Bioretention System. Filterra is a specially engineered stormwater treatment system incorporating high performance biofiltration media to remove pollutants from stormwater runoff. The system's biota (vegetation and soil microorganisms) then further breakdown and absorb captured pollutants. All components of the system work together to provide a sustainable long-term solution for treating stormwater runoff.

The Filterra system has been delivered to you with protection in place to resist intrusion of construction related sediment which can contaminate the biofiltration media and result in inadequate system performance. These protection devices are intended as a best practice and cannot fully prevent contamination. It is the purchaser's responsibility to provide adequate measures to prevent construction related runoff from entering the Filterra system.

Included with your purchase is Activation of the Filterra system by the manufacturer as well as a 1-year warranty from delivery of the system and 1-year of routine maintenance (mulch replacement, debris removal, and pruning of vegetation) up to twice during the first year after activation.

Design and Installation

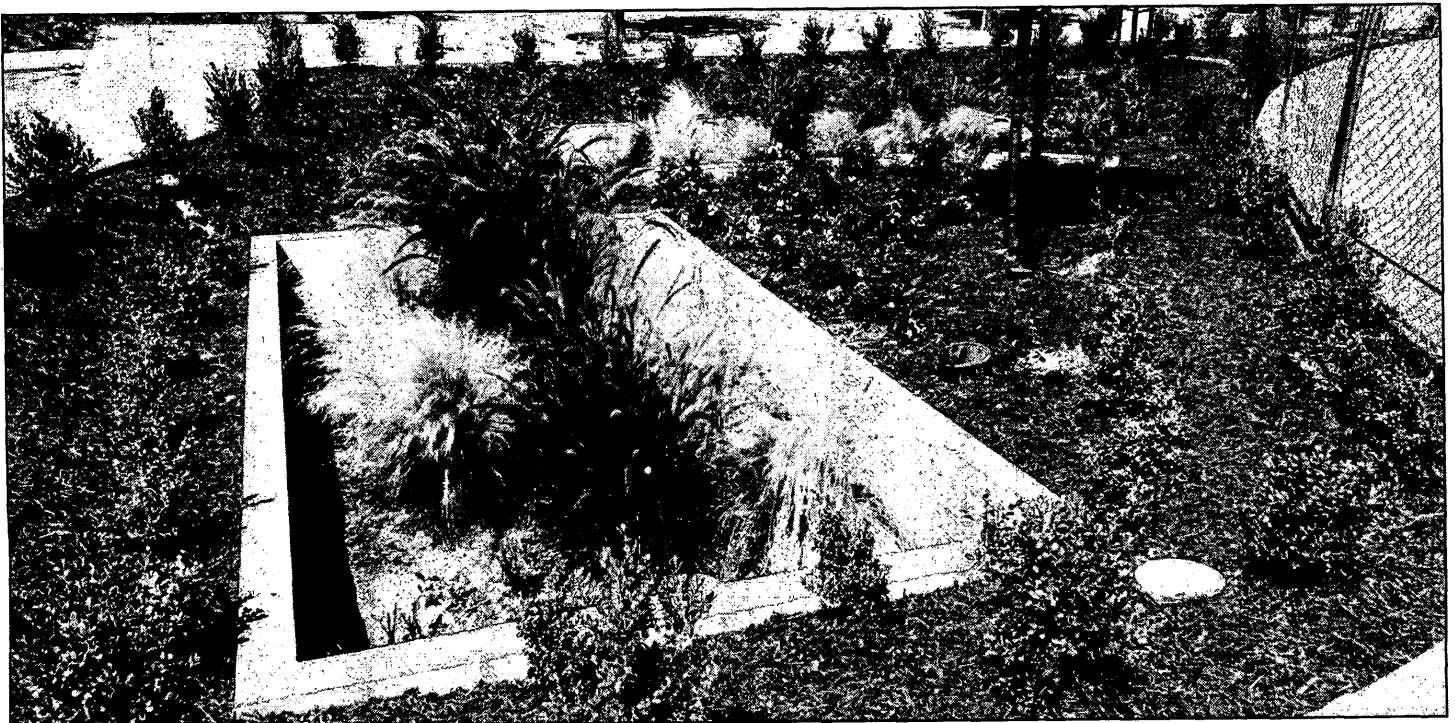
Each project presents different scopes for the use of Filterra systems. Information and help may be provided to the design engineer during the planning process. Correct Filterra box sizing (by rainfall region) is essential to predict pollutant removal rates for a given area. The engineer shall submit calculations for approval by the local jurisdiction. The contractor is responsible for the correct installation of Filterra units as shown in approved plans. A comprehensive installation manual is available at www.ContechES.com.

Activation Overview

Activation of the Filterra system is a procedure completed by the manufacturer to place the system into working condition. This involves the following items:

- Removal of construction runoff protection devices
- Planting of the system's vegetation
- Placement of pretreatment mulch layer using mulch certified for use in Filterra systems.

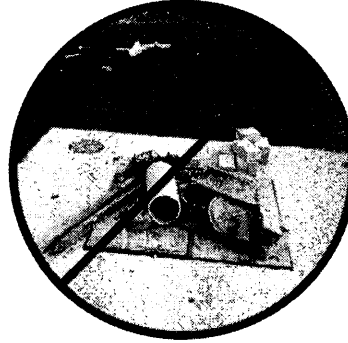
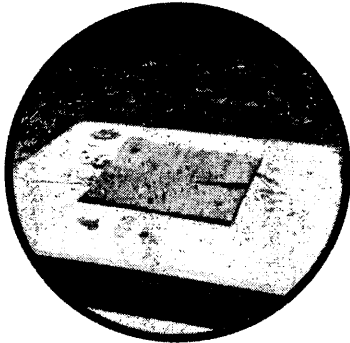
Activation **MUST** be provided by the manufacturer to ensure proper site conditions are met for Activation, proper installation of the vegetation, and use of pretreatment mulch certified for use in Filterra systems.



Minimum Requirements

The minimum requirements for Filterra Activation are as follows:

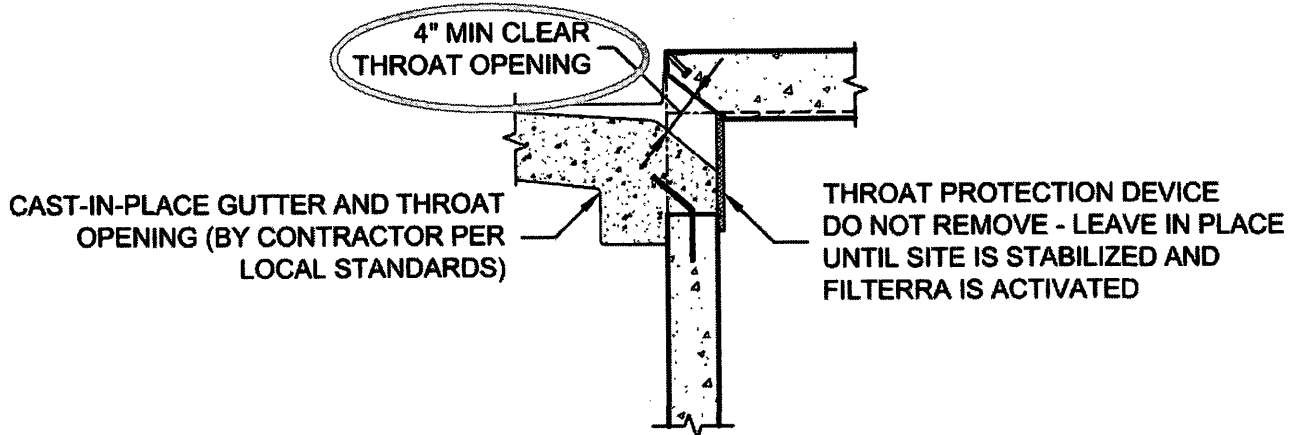
1. The site landscaping must be fully stabilized, i.e. full landscaping installed and some grass cover (not just straw and seed) is required to reduce sediment transport. Construction debris and materials should be removed from surrounding area.



2. Final paving must be completed. Final paving ensures that paving materials will not enter and contaminate the Filterra system during the paving process, and that the plant will receive runoff from the drainage area, assisting with plant survival for the Filterra system.



3. Filterra throat opening should be at least 4" in order to ensure adequate capacity for inflow and debris.



An Activation Checklist is included on page 12 to ensure proper conditions are met for Contech to perform the Activation services. A charge of \$500.00 will be invoiced for each Activation visit requested by Customer where Contech determines that the site does not meet the conditions required for Activation.

Filterra Plant Selection Overview

A Plant List has been enclosed with this packet highlighting recommended plants for Filterra systems in your area. Keep in mind that plants are subject to availability due to seasonality and required minimum size for the Filterra system. Plants installed in the Filterra system are container plants (max 15 gallon) from nursery stock and will be immature in height and spread at Activation.

It is the responsibility of the owner to provide adequate irrigation when necessary to the plant of the Filterra system.

The "Planting Requirements for Filterra Systems" document is included as an appendix and discusses proper selection and care of the plants within Filterra systems.

Warranty Overview

Refer to the Contech Engineered Solutions LLC Stormwater Treatment System LIMITED WARRANTY for further information. The following conditions may void the Filterra system's warranty and waive the manufacturer provided Activation and Maintenance services:

- Unauthorized activation or performance of any of the items listed in the activation overview
- Any tampering, modifications or damage to the Filterra system or runoff protection devices
- Removal of any Filterra system components
- Failure to prevent construction related runoff from entering the Filterra system
- Failure to properly store and protect any Filterra components (including media and underdrain stone) that may be shipped separately from the vault

Routine Maintenance Guidelines

With proper routine maintenance, the biofiltration media within the Filterra system should last as long as traditional bioretention media. Routine maintenance is included by the manufacturer on all Filterra systems for the first year after activation. This includes a maximum of 2 visits to remove debris, replace pretreatment mulch, and prune the vegetation. More information is provided in the Operations and Maintenance Guidelines. Some Filterra systems also contain pretreatment or outlet bays. Depending on site pollutant loading, these bays may require periodic removal of debris, however this is not included in the first year of maintenance, and would likely not be required within the first year of operation.

These services, as well as routine maintenance outside of the included first year, can be provided by certified maintenance providers listed on the Contech website. Training can also be provided to other stormwater maintenance or landscape providers.



Why Maintain?

All stormwater treatment systems require maintenance for effective operation. This necessity is often incorporated in your property's permitting process as a legally binding BMP maintenance agreement. Other reasons to maintain are:

- Avoiding legal challenges from your jurisdiction's maintenance enforcement program.
- Prolonging the expected lifespan of your Filterra media.
- Avoiding more costly media replacement.
- Helping reduce pollutant loads leaving your property.

Simple maintenance of the Filterra is required to continue effective pollutant removal from stormwater runoff before discharge into downstream waters. This procedure will also extend the longevity of the living biofilter system. The unit will recycle and accumulate pollutants within the biomass, but is also subjected to other materials entering the inlet. This may include trash, silt and leaves etc. which will be contained above the mulch layer. Too much silt may inhibit the Filterra's flow rate, which is the reason for site stabilization before activation. Regular replacement of the mulch stops accumulation of such sediment.

When to Maintain?

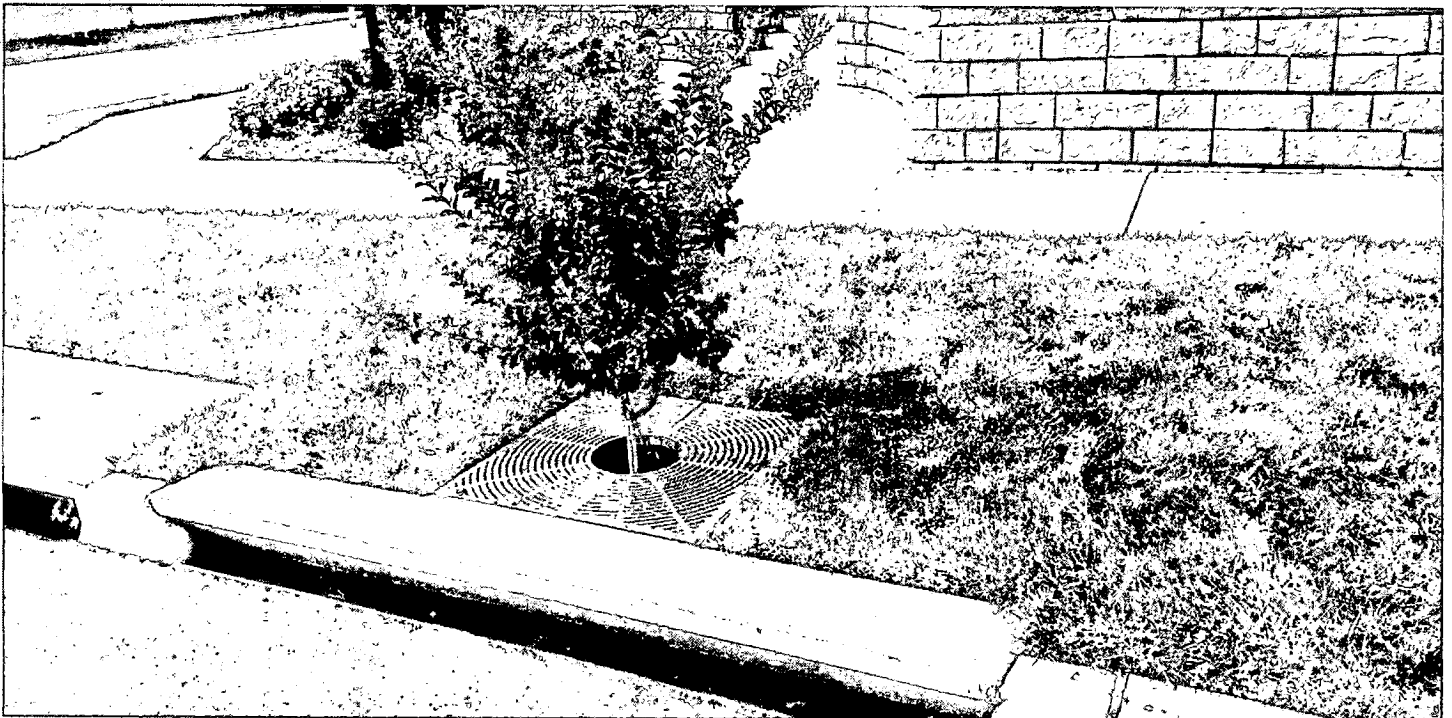
Contech includes a 1-year maintenance plan with each system purchase. Annual included maintenance consists of a maximum of two (2) scheduled visits. Additional maintenance may be necessary depending on sediment and trash loading (by Owner or at additional cost). The start of the maintenance plan begins when the system is activated.

Maintenance visits are scheduled seasonally; the spring visit aims to clean up after winter loads including salts and sands while the fall visit helps the system by removing excessive leaf litter.

It has been found that in regions which receive between 30-50 inches of annual rainfall, (2) two visits are generally required; regions with less rainfall often only require (1) one visit per annum. Varying land uses can affect maintenance frequency; e.g. some fast food restaurants require more frequent trash removal. Contributing drainage areas which are subject to new development wherein the recommended erosion and sediment control measures have not been implemented may require additional maintenance visits.

Some sites may be subjected to extreme sediment or trash loads, requiring more frequent maintenance visits. This is the reason for detailed notes of maintenance actions per unit, helping the Supplier and Owner predict future maintenance frequencies, reflecting individual site conditions.

Owners must promptly notify the (maintenance) Supplier of any damage to the plant(s), which constitute(s) an integral part of the bioretention technology. Owners should also advise other landscape or maintenance contractors to leave all maintenance to the Supplier (i.e. no pruning or fertilizing) during the first year.



Exclusion of Services

Clean up due to major contamination such as oils, chemicals, toxic spills, etc. will result in additional costs and are not covered under the Supplier maintenance contract. Should a major contamination event occur the Owner must block off the outlet pipe of the Filterra (where the cleaned runoff drains to, such as drop inlet) and block off the throat of the Filterra. The Supplier should be informed immediately.

Maintenance Visit Summary

Each maintenance visit consists of the following simple tasks (detailed instructions below).

1. Inspection of Filterra and surrounding area
2. Removal of tree grate and erosion control stones
3. Removal of debris, trash and mulch
4. Mulch replacement
5. Plant health evaluation and pruning or replacement as necessary
6. Clean area around Filterra
7. Complete paperwork

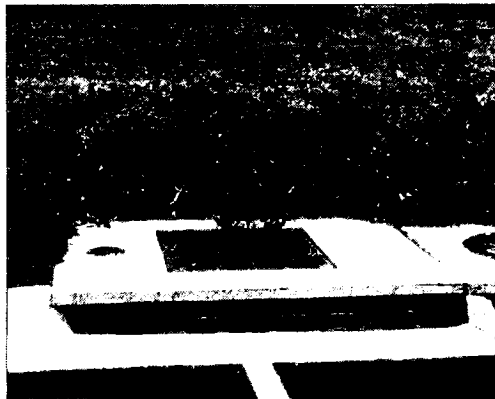
Maintenance Tools, Safety Equipment and Supplies

Ideal tools include: camera, bucket, shovel, broom, pruners, hoe/rake, and tape measure. Appropriate Personal Protective Equipment (PPE) should be used in accordance with local or company procedures. This may include impervious gloves where the type of trash is unknown, high visibility clothing and barricades when working in close proximity to traffic and also safety hats and shoes. A T-Bar or crowbar should be used for moving the tree grates (up to 170 lbs ea.). Most visits require minor trash removal and a full replacement of mulch. See below for actual number of bagged mulch that is required in each media bay size. Mulch should be a double shredded, hardwood variety. Some visits may require additional Filterra engineered soil media available from the Supplier.

Box Length	Box Width	Filter Surface Area (ft ²)	Volume at 3" (ft ³)	# of 2 ft ³ Mulch Bogs
4	4	4	4	2
6	4	6	6	3
8	4	8	8	4
6	6	9	9	5
8	6	12	12	6
10	6	15	15	8
12	6	18	18	9
13	7	23	23	12

Maintenance Visit Procedure

Keep sufficient documentation of maintenance actions to predict location specific maintenance frequencies and needs. An example Maintenance Report is included in this manual.



1. Inspection of Filterra and surrounding area

- Record individual unit before maintenance with photograph (numbered). Record on Maintenance Report (see example in this document) the following:

Record on Maintenance Report the following:

Standing Water	yes no
Damage to Box Structure	yes no
Damage to Grate	yes no
Is Bypass Clear	yes no

If yes answered to any of these observations, record with close-up photograph (numbered).



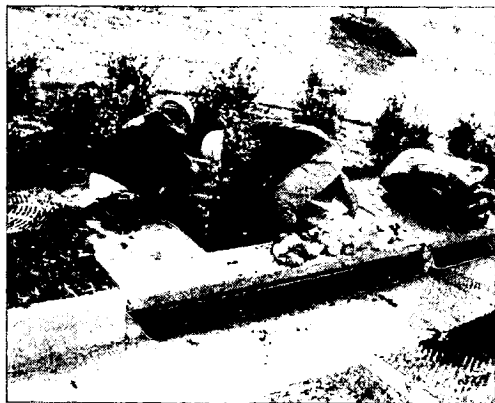
2. Removal of tree grate and erosion control stones

- Remove cast iron grates for access into Filterra box.
- Dig out silt (if any) and mulch and remove trash & foreign items.

3. Removal of debris, trash and mulch

Record on Maintenance Report the following:

Silt/Clay	yes no
Cups/ Bags	yes no
Leaves	yes no
Buckets Removed	_____



- After removal of mulch and debris, measure distance from the top of the Filterra engineered media soil to the top of the top slab. Compare the measured distance to the distance shown on the approved Contract Drawings for the system. Add Filterra media (not top soil or other) to bring media up as needed to distance indicated on drawings.

Record on Maintenance Report the following:

Distance to Top of Top Slab (inches)	_____
Inches of Media Added	_____



4. Mulch replacement

- Add double shredded mulch evenly across the entire unit to a depth of 3".
- Refer to Filterra Mulch Specifications for information on acceptable sources.
- Ensure correct repositioning of erosion control stones by the Filterra inlet to allow for entry of trash during a storm event.
- Replace Filterra grates correctly using appropriate lifting or moving tools, taking care not to damage the plant.

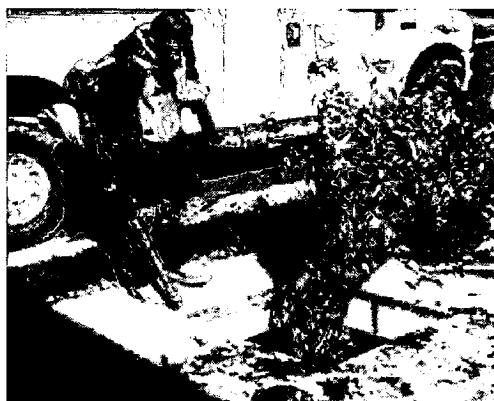


5. Plant health evaluation and pruning or replacement as necessary

- Examine the plant's health and replace if necessary.
- Prune as necessary to encourage growth in the correct directions

Record on Maintenance Report the following:

Height above Grate	_____ (ft)
Width at Widest Point	_____ (ft)
Health	healthy unhealthy
Damage to Plant	yes no
Plant Replaced	yes no



6. Clean area around Filterra

- Clean area around unit and remove all refuse to be disposed of appropriately.



7. Complete paperwork

- Deliver Maintenance Report and photographs to appropriate location (normally Contech during maintenance contract period).
- Some jurisdictions may require submission of maintenance reports in accordance with approvals. It is the responsibility of the Owner to comply with local regulations.

Maintenance Checklist

Drainage System Failure	Problem	Conditions to Check	Condition that Should Exist	Actions
Inlet	Excessive sediment or trash accumulation.	Accumulated sediments or trash impair free flow of water into Filterra.	Inlet should be free of obstructions allowing free distributed flow of water into Filterra.	Sediments and/or trash should be removed.
Mulch Cover	Trash and floatable debris accumulation.	Excessive trash and/or debris accumulation.	Minimal trash or other debris on mulch cover.	Trash and debris should be removed and mulch cover raked level. Ensure bark nugget mulch is not used.
Mulch Cover	"Ponding" of water on mulch cover.	"Ponding" in unit could be indicative of clogging due to excessive fine sediment accumulation or spill of petroleum oils.	Stormwater should drain freely and evenly through mulch cover.	Recommend contact manufacturer and replace mulch as a minimum.
Vegetation	Plants not growing or in poor condition.	Soil/mulch too wet, evidence of spill. Incorrect plant selection. Pest infestation. Vandalism to plants.	Plants should be healthy and pest free.	Contact manufacturer for advice.
Vegetation	Plant growth excessive.	Plants should be appropriate to the species and location of Filterra.		Trim/prune plants in accordance with typical landscaping and safety needs.
Structure	Structure has visible cracks.	Cracks wider than 1/2 inch or evidence of soil particles entering the structure through the cracks.		Vault should be repaired.

Maintenance is ideally to be performed twice annually.

Filterra Inspection & Maintenance Log

Filterra System Size/Model: _____ Location: _____

Date	Mulch & Debris Removed	Depth of Mulch Added	Mulch Brand	Height of Vegetation Above Grate	Vegetation Species	Issues with System	Comments
1/1/17	5 – 5 gal Buckets	3"	Lowe's Premium Brown Mulch	4'	Galaxy Magnolia	- Standing water in downstream structure	- Removed blockage in downstream structure

Appendix 1 – Filterra® Activation Checklist



Project Name: _____ Company: _____

Site Contact Name: _____ Site Contact Phone/Email: _____

Site Owner/End User Name: _____ Site Owner/End User Phone/Email: _____

Preferred Activation Date: _____ (provide 2 weeks minimum from date this form is submitted)

Site Designation	System Size	Final Pavement / Top Coat Complete	Landscaping Complete / Grass Emerging	Construction materials / Piles / Debris Removed	Throat Opening Measures 4" Min. Height	Plant Species Requested
		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	
		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	
		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	
		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	
		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	
		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	
		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	
		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	
		☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	

Attach additional sheets as necessary.

NOTE: A charge of \$500.00 will be invoiced for each Activation visit requested by Customer where Contech determines that the site does not meet the conditions required for Activation. ONLY Contech authorized representatives can perform Activation of Filterra systems; unauthorized Activations will void the system warranty and waive manufacturer supplied Activation and 1st Year Maintenance.

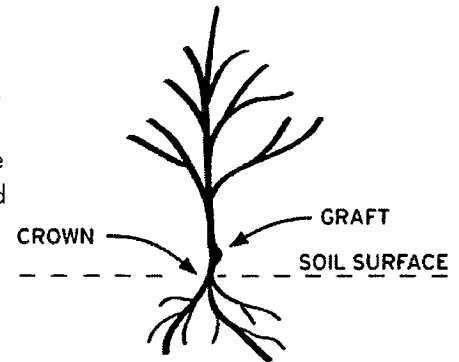
Signature _____

Date _____

Appendix 2 – Planting Requirements for Filterra® Systems

Plant Material Selection

- Select plant(s) as specified in the engineering plans and specifications.
- Select plant(s) with full root development but not to the point where root bound.
- Use local nursery container plants only. Ball and burlapped plants are not permitted.
- For precast Filterra systems with a tree grate, plant(s) must not have scaffold limbs at least 14 inches from the crown due to spacing between the top of the mulch and the tree grate. Lower branches can be pruned away provided there are sufficient scaffold branches for tree or shrub development.
- For precast Filterra systems with a tree grate, at the time of installation, it is required that plant(s) must be at least 6" above the tree grate opening at installation for all Filterra configurations. This DOES NOT apply to Full Grate Cover designs.
- Plant(s) shall not have a mature height greater than 25 feet.
- For standard 21" media depth, a 7 – 15 gallon container size shall be used. Media less than 21" (Filterra boxes only) will require smaller container plants.
- For precast Filterra systems, plant(s) should have a single trunk at installation, and pruning may be necessary at activation and maintenance for some of the faster growing species, or species known to produce basal sprouts.



Plant Installation

- During transport protect the plant leaves from wind and excessive jostling.
- Prior to removing the plant(s) from the container, ensure the soil moisture is sufficient to maintain the integrity of the root ball. If needed, pre-wet the container plant.
- Cut away any roots which are growing out of the container drain holes. Plants with excessive root growth from the drain holes should be rejected.
- Plant(s) should be carefully removed from the pot by gently pounding on the sides of the container with the fist to loosen root ball. Then carefully slide out. Do not lift plant(s) by trunk as this can break roots and cause soil to fall off. Extract the root ball in a horizontal position and support it to prevent it from breaking apart. Alternatively the pot can be cut away to minimize root ball disturbance.
- Remove any excess soil from above the root flare after removing plant(s) from container.
- Excavate a hole with a diameter 4" greater than the root ball, gently place the plant(s).
- If plant(s) have any circling roots from being pot bound, gently tease them loose without breaking them.
- If root ball has a root mat on the bottom, it should be shaved off with a knife just above the mat line.
- Plant the tree/shrub/grass with the top of the root ball 1" above surrounding media to allow for settling.
- All plants should have the main stem centered in the tree grate (where applicable) upon completion of installation.
- With all trees/shrubs, remove dead, diseased, crossed/rubbing, sharply crotched branches or branches growing excessively long or in wrong direction compared to majority of branches.
- To prevent transplant shock (especially if planting takes place in the hot season), it may be necessary to prune some of the foliage to compensate for reduced root uptake capacity. This is accomplished by pruning away some of the smaller secondary branches or a main scaffold branch if there are too many. Too much foliage relative to the root ball can dehydrate and damage the plant.
- Plant staking may be required.

Mulch Installation

- Only mulch that has been meeting Contech Engineered Solutions' mulch specifications can be used in the Filterra system.
- Mulch must be applied to a depth of 3" evenly over the surface of the media.

Irrigation Requirements

- Each Filterra system must receive adequate irrigation to ensure survival of the living system during periods of drier weather.
- Irrigation sources include rainfall runoff from downspouts and/or gutter flow, applied water through the tree grate or in some cases from an irrigation system with emitters installed during construction.
- At Activation: Apply about one (cool climates) to two (warm climates) gallons of water per inch of trunk diameter over the root ball.
- During Establishment: In common with all plants, each Filterra plant will require more frequent watering during the establishment period. One inch of applied water per week for the first three months is recommended for cooler climates (2 to 3 inches for warmer climates). If the system is receiving rainfall runoff from the drainage area, then irrigation may not be needed. Inspection of the soil moisture content can be evaluated by gently brushing aside the mulch layer and feeling the soil. Be sure to replace the mulch when the assessment is complete. Irrigate as needed**.
- Established Plants: Established plants have fully developed root systems and can access the entire water column in the media. Therefore irrigation is less frequent but requires more applied water when performed. For a mature system assume 3.5 inches of available water within the media matrix. Irrigation demand can be estimated as 1" of irrigation demand per week. Therefore if dry periods exceed 3 weeks, irrigation may be required. It is also important to recognize that plants which are exposed to windy areas and reflected heat from paved surfaces may need more frequent irrigation. Long term care should develop a history which is more site specific.

** Five gallons per square yard approximates 1 inch of water. Therefore for a 6' by 6' Filterra approximately 20-60 gallons of water is needed. To ensure even distribution of water it needs to be evenly sprinkled over the entire surface of the filter bed, with special attention to make sure the root ball is completely wetted. NOTE: if needed, measure the time it takes to fill a five gallon bucket to estimate the applied water flow rate then calculate the time needed to irrigate the Filterra. For example, if the flow rate of the sprinkler is 5 gallons/minute then it would take 12 minutes to irrigate a 6' by 6' filter.



Notes

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.



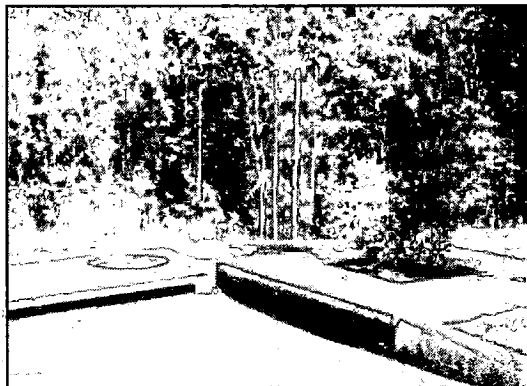
9025 Centre Pointe Drive, Suite 400
West Chester, OH 45069
info@conteches.com | 800-338-1122
www.ContechES.com

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NOTHING IN THIS CATALOG SHOULD BE CONSTRUED AS A WARRANTY. APPLICATIONS SUGGESTED HEREIN ARE DESCRIBED ONLY TO HELP READERS MAKE THEIR OWN EVALUATIONS AND DECISIONS, AND ARE NEITHER GUARANTEES NOR WARRANTIES OF SUITABILITY FOR ANY APPLICATION. CONTECH MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, RELATED TO THE APPLICATIONS, MATERIALS, COATINGS, OR PRODUCTS DISCUSSED HEREIN. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY CONTECH. SEE CONTECH'S CONDITIONS OF SALE (AVAILABLE AT WWW.CONTECHES.COM/COS) FOR MORE INFORMATION.

Filterra® Maintenance Steps



1. Inspection of Filterra and surrounding area



2. Removal of tree grate and erosion control stones



3. Removal of debris, trash and mulch



4. Mulch replacement



5. Clean area around Filterra



6. Complete paperwork and record plant height and width

Received
Recorded Register of Deeds
Jul 31, 2020 09:16:01A
Cumberland County
Nancy A. Lane

Contech has created a network of Certified Maintenance Providers (CCMP's) to provide maintenance on Filterra systems. To find a CCMP in your area please visit www.conteches.com/maintenance

EASEMENT MODIFICATION AGREEMENT

This document is an agreement made on AUGUST 20, 2018 by and between the **PORTLAND WATER DISTRICT**, a quasi-municipal corporation organized and existing under the laws of the State of Maine with a principal place of business at 225 Douglass Street, Portland, in the County of Cumberland and State of Maine (hereinafter the "DISTRICT") and **STROUDWATER DEVELOPMENT PARTNERS, LLC**, of Marblehead, Massachusetts with a mailing address of 40 South Street, Suite 305, Marblehead, Massachusetts 01945 (hereinafter "PARTNERS").

Whereas, PARTNERS own a parcel of land on Westbrook Street in the City of Portland, County of Cumberland and State of Maine, which was conveyed to PARTNERS by a deed from Onex Co. dated March 26, 2018 and recorded in the Cumberland County Registry of Deeds in Book 34733 Page 76, and

Whereas, the DISTRICT has an easement for the purpose of construction, operation and maintenance of a 42" water main across the land of PARTNERS (referred to as the "DISTRICT EASEMENT" in this Agreement) as described in a certificate of taking dated August 31, 1931 and recorded in the Cumberland County Registry of Deeds in Book 1382, Page 144 and a deed from Newman H. Young et al dated June 1, 1932 and recorded in the Cumberland County Registry of Deeds in Book 1399, Page 462; and

Whereas, PARTNERS desire to install and maintain a roadway and utility line crossings over and through the DISTRICT EASEMENT located on PARTNERS land as shown on a set of plans entitled 'Stroudwater Preserve' (the "PLANS") prepared by Acorn Engineering as revised July 24, 2018 and on file in the offices of the DISTRICT and PARTNERS.

Now Therefore, in consideration of the mutual promises contained in this Agreement, the parties agree to amend the DISTRICT EASEMENT as follows:

1. The DISTRICT hereby consents to the construction and maintenance by PARTNERS within the DISTRICT EASEMENT, of road and utility line crossings all as shown on the PLANS on the land of PARTNERS, subject to the terms and conditions in this Modification Agreement.
2. PARTNERS agree to construct and maintain the above-described facilities in good and satisfactory operating condition in accordance with the PLANS and in compliance with all Federal, State, and Municipal laws, rules, regulations and ordinances.
3. In the event of any DISTRICT use of the DISTRICT EASEMENT or exercise by the DISTRICT of any rights related to the DISTRICT EASEMENT, the DISTRICT shall have no obligation to PARTNERS or to any third party, for any claim, loss, damage, cost or expense whatsoever caused by or arising out of any such use or exercise of rights, including, without limitation, any loss of business or lost profits, or direct, indirect or consequential

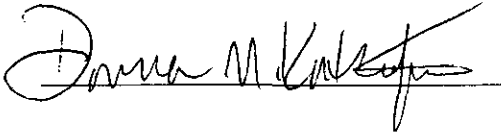
damages suffered by the PARTNERS or any such third party, or losses related to personal injury, death or property damage.

4. Each of the parties agree to notify the other party at least forty-eight (48) hours prior to conducting work within the DISTRICT EASEMENT which would involve excavation or construction, except in an emergency, in which case either party shall notify the other party as soon as practicably possible thereafter.
5. PARTNERS shall reimburse, fully and completely indemnify and hold harmless the DISTRICT from any and all claims, loss, damage, cost, and expense caused by or arising out of any and all construction, maintenance, reconstruction, use, operation or removal of the improvements described in this Agreement, and any and all activities conducted by PARTNERS or their successors, agents or assigns on their behalf in the DISTRICT EASEMENT. This indemnity to the DISTRICT shall include, without limitation, any and all costs and expenses of investigating and defending any such claims, including, but not limited to, reasonable attorneys' fees and shall survive the construction of the improvements contemplated by this Agreement.
6. The DISTRICT agrees to restore any portion of the DISTRICT EASEMENT disturbed by the DISTRICT in the exercise of its rights, to a reasonable condition after laying, relaying, maintaining or removing its water pipeline, and will take steps to protect the improvements of PARTNERS located in the DISTRICT EASEMENT as much as reasonably possible. The DISTRICT shall use reasonable efforts to mitigate the disruption to the PARTNERS parcel caused by its activities.
7. This Agreement shall be binding upon and for the benefit of the parties to it and their respective heirs, successors and assigns, and shall be a covenant running with the land of PARTNERS.
8. The failure of the DISTRICT to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any of its terms or conditions, but all terms and conditions shall remain in full force and effect at all times.

The parties have signed two original counterparts of this Agreement as a sealed document, to be effective on the date at the top of this Agreement.

Witness:

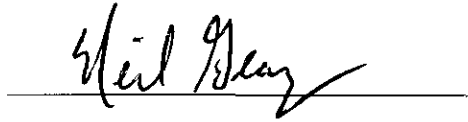
PORTLAND WATER DISTRICT

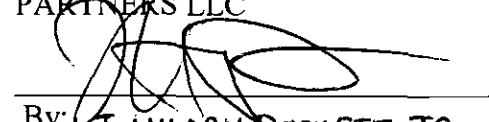




Carrie M. Lewis
General Manager

STROUDWATER DEVELOPMENT
PARTNERS LLC



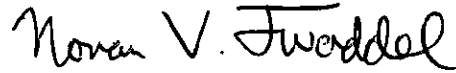

By: J. HILARY ROCKETT JR.
It's Member

State of Maine
Cumberland County

AUGUST 20 , 2018

Then personally appeared the above-named Carrie M. Lewis of said Portland Water District, and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said Portland Water District.

Before me,



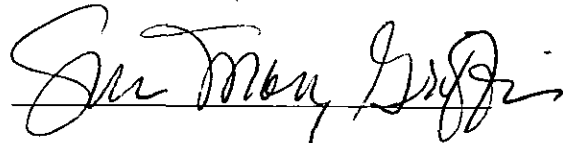
Norman V. Twaddel
Notary Public - Maine
My Commission Expires 12/17/2023

State of Massachusetts
Essex County

Date: Aug 13 , 2018

Then personally appeared the above-named J. Hilary Rockett, Jr. and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Stroudwater Development Partners, LLC.

Before me,



Notary Public - Massachusetts
My Commission Expires 2/20/20



Received
Recorded Register of Deeds
Aug 22, 2018 09:45:51A
Cumberland County
Nancy A. Lane

EASEMENT DEED

STROUDWATER DEVELOPMENT PARTNERS, LLC, a Maine limited liability company of Marblehead, Massachusetts (“Owner”) for consideration paid, hereby grants to the **PORTLAND WATER DISTRICT**, a public quasi-municipal Maine corporation of Portland, Maine (“District”), with quit-claim covenants an easement on property in the City of Portland, Cumberland County, Maine, bounded and described as follows:

Unnamed roads or ways to be known as “Black Sparrow Drive, Trailhead Way and Owls Nest Road” as shown on plans entitled “Stroudwater Preserve, Subdivision Plats Phases 1 and 2” prepared by Acorn Engineering, Inc. dated February 15, 2018 and recorded in the Cumberland County Registry of Deeds in Plan Book 218, Pages 275 and 276.

The DISTRICT shall have the following permanent easement rights in the easement area described above:

1. the right to install, maintain, replace and remove conduits or pipelines for conveying water and wastewater, with all necessary fixtures and appurtenances, including electric or other energized control lines; and
2. the right to make connections with the conduits or pipelines on land adjacent to the easement area; and
3. the right to trim, cut down, and/or remove bushes, grass, crops, trees or any other vegetation, to such extent as is necessary for any of these purposes in the sole judgment of the DISTRICT; and
4. the right to change the existing surface grade of the easement area as is reasonably necessary for any of these purposes; and
5. the right to enter on the easement area at any and all times for any of these purposes.

OWNER reserves the use and enjoyment of the easement area for any purpose that does not interfere with the use of the easement area by the DISTRICT for its own purposes; provided that none of the following improvements may be made by OWNER in the easement area, without the written permission of the DISTRICT:

1. No buildings or any other permanent structures are allowed, except pavement and utilities.
2. No earth shall be removed, no fill may be added, and no other change shall be made to the surface grade of the easement area.
3. All underground utility lines shall be located and installed in accordance with the approved design plans on file at the offices of the DISTRICT and OWNER. All underground power, telephone and cable services will be installed in conduit when crossing over any water conduits or pipelines.

This easement deed is signed as a document under seal.

Dated: Aug 13, 2018

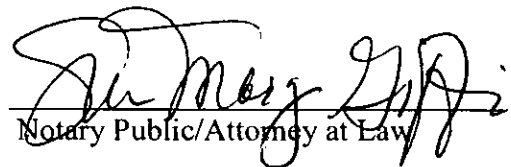
Stroudwater Development Partner, LLC


By: J HILARY ROCKETT JR.
Its: Member

State of Massachusetts
County of Essex, 2018

J. Hilary Rockett Jr., as Member of Stroudwater Development Partners, LLC,
personally appeared before me and acknowledged that his signature on this document was his
free act and deed on behalf of Stroudwater Development Partners, LLC.




Notary Public/Attorney at Law

Susan Mary Griffin
Print Name

Received
Recorded Register of Deeds
Aug 22, 2018 09:46:15A
Cumberland County
Nancy A. Lane

Easement

WO# 10300456739

Form 1199, Rev. 07/08

Stroudwater Development Partners, LLC, a Massachusetts with a mailing address of 40 South Street Suite 305, Marblehead, MA, 01945 (Grantor(s)), for consideration given, grants to CENTRAL MAINE POWER COMPANY, a Maine Corporation with an office at 83 Edison Drive, Augusta, Maine 04336, and , and their respective successors and assigns (collectively Grantees), with warranty covenants, the right and easement to erect, bury, maintain, rebuild, respace, patrol, operate, and remove and do all other actions involving electric and communication distribution equipment and facilities, consisting of poles, wires and cables, anchors, guywires or pushbraces, together with all necessary fixtures and appurtenances over, across and under a portion of the surface of the land of the Grantor(s) in the City/Town of Portland, Cumberland County, Maine. The said equipment and facilities are attached to a line commencing at Pole/Pad 56, Westbrook Street, Portland and extending to include Pole(s)/Pad(s) 1, 2, 3, 4, 5, 6 and 1, 2, 3, 3H, 4, Black Sparrow Drive and Trailhead Way, Portland. This easement affects land conveyed to the Grantor(s) in a deed from Onex Co., dated March 26, 2018, and recorded in the Cumberland County Registry of Deeds in Book 34733 Page 76. This easement is an easement in gross and is not for the sole purpose of serving the Grantor(s) or Grantor's land. The rights granted herein include the right and easement, at any time or times, to cut and remove all trees and to clear and keep clear said easement area of all trees, timber, and bushes growing on said easement area by such means as the Grantee may select. CMP shall also have the right to remove all woody vegetation located on land of Grantor capable of growing into or falling into the minimum conductor safety zone around its transmission conductors. CMP intends this easement to allow for the removal of danger trees or hazard trees as defined herein that are within the right-of-way or outside of the right-of-way. For the purposes of this easement, the following definitions apply: A "danger tree" is defined as a tree that if it failed could contact the conductors. A "hazard tree" means any tree that is structurally unsound that could strike a conductor upon failure; examples include dead trees, unsightly trees after pruning, unhealthy trees, trees with weakened crotches, trees leaning over or towards the wires, or species known to have a high failure rate; and the right to restrict the construction of buildings, structures and improvements within 15 feet of its equipment and facilities; and the right to keep the surface of ground above its underground cables and other electrical equipment free from structures, improvements and growth which, in the judgment of the Grantees, may interfere with the proper operation or maintenance of said underground cables; and the right to enter upon the land of the Grantor(s) for any and all of the foregoing purposes.

WITNESS the hand(s) and seal(s) of Grantor(s) duly authorized representatives on Aug 8, 2018.

Signed, Sealed and Delivered in the presence of:

Stroudwater Development Partners, LLC

J. Hilary Rockette Jr. Authorized Signer

State Of MA
County Of Cumberland

The above-named J. Hilary Rockette Jr., personally appeared before me this 8th day of August, 2018 and acknowledged the foregoing instrument to be their free act and deed in their said capacity and the free act and deed of said Stroudwater Development Partners, LLC.

Susan Mary Griffin
Notary Public/Attorney

Printed Name: Susan Mary Griffin

My Commission Expires: 2/20/2020



Attachment 4

Petition for Street Acceptance

**Petition for Street Acceptance
For Streets Constructed on Private Lands by the Owner
and for Streets or Ways Dedicated on or After July 7, 1948**

DATE: October 18 2024

Mr. Mike Murray
Director of Public Works
212 Canco Road, Suite B
Portland, ME 04103

RE: PETITION FOR CITY ACCEPTANCE OF TRAILHEAD WAY AND BLACK SPARROW DRIVE AS PUBLIC STREETS

Dear Mr. Murray:

In accordance with 23 MRSA Sec. 3025, and Chapter 25 of the Portland City Code, I/We hereby petition to have Trailhead Way, so called, located on the westerly sideline and the westerly terminus of Black Sparrow Drive and Black Sparrow Drive, as more fully described in **Attachment 2**, accepted as permanent public streets by the City of Portland. I/We request that the City Council: Accept portions of Trailhead Way and Black Sparrow Drive described in Attachment 2.

The street was dedicated for public travel by the recording of a subdivision plat, **Attachment 5**, dated October 25, 2017 and revised through April 12, 2022, in the Cumberland County Registry of Deeds at Book 222, page 157.

Enclosed in **Attachment 3** are copies of letters from the public utilities detailing whatever interests they have in the portions of Trailhead Way and Black Sparrow Drive to be accepted. Attachment 2 is a deed from the owner of the land to be accepted as public streets or ways and conveying said land to the City. Also enclosed as **Attachment 6** are: submissions required by the City's Engineering Division's "Engineering Design and As-Built Plan Submission Requirements." The \$2,000.00 fee that I/we understand is required to cover your administrative costs and costs of providing public notices has been paid to the City at a previous time.

I hereby request that you take all further action necessary to complete acceptance of the above-described street, and that you inform me should it become necessary for me/us to provide you with any further information, or take any further action. I understand that the matter will be brought up before the Planning Board for workshop and public hearing, and that the Planning Board will make a recommendation to the City Council. Final action on the street acceptance will be made the by City Council.

Sincerely,

Stroudwater Development Partners, LLC

JHR Development, LLC
Its Manager

By: 
Printed Name: J. Hilary Rockett, Jr., Its Manager

Attachment 5

Recorded Subdivision Plan

GENERAL NOTES:

- FOR INFORMATION REGARDING PROPOSED UTILITY CHANGES, REFER TO THE ROAD PROFILE PLANS (4), SHEETS C-20 TO C-23, MOST RECENT VERSION.
- FOR INFORMATION REGARDING PROPOSED GRADING CHANGES, REFER TO GRADING & DRAINAGE PLANS (3), SHEETS C-31 TO C-33, MOST RECENT VERSION.
- TOTAL SITE AREA INCLUDES 55.3 ACRES (2,408,860 S.F.), R.O.W. WIDTH FOR WESTBROOK STREET IS 66 FEET PER EXISTING CONDITIONS PLAN. REFER TO EXISTING CONDITIONS PLAN COMPLETED BY TITCOMB ASSOCIATES DATED 6/16/17.
- SITE BOUNDARIES PER EXISTING CONDITIONS PLAN AND PROPERTY PINS TO BE SET BY TITCOMB ASSOCIATES. MONUMENTS TO BE LOCATED BY TITCOMB PRIOR TO INSTALLATION BY SITE CONTRACTOR.
- PER THE PORTLAND GIS WEBSITE AS OF 10/10/17 AND ZONING MAP AMENDMENT PASSED BY CITY COUNCIL ON 7/24/17, THE SITE IS BOUNDED BY:
 - NORTH R-1 RESIDENTIAL, OFFICE PARK, & ROS RECREATIONAL OPEN SPACE
 - WEST R-1 RESIDENTIAL & R-2 RESIDENTIAL
 - SOUTH OFFICE PARK
 - EAST I-L INDUSTRIAL LAND & MAINE TURNPIKE
- LOCUS PARCEL, 1700 WESTBROOK STREET, IS SHOWN ON THE CITY OF PORTLAND ASSESSOR'S CHART, BLOCK, LOT: 228-A-2, 248-A-3, 247-A-3, 248-A-3, 258-A-3, 248-A-6, 247-A-2, & 245-B-5.
- PROPOSED HOUSE LOTS REMAIN OUTSIDE THE 100-YR FEMA FLOODPLAIN PER THE NATIONAL FLOOD INSURANCE PROGRAM, PRELIMINARY FLOOD INSURANCE RATE MAP DATED 4/14/2017 (APPROX. 27').
- ALL BUILDING CORNER OFFSETS TO BOUNDARY LINES ARE FROM BUILDING FOUNDATION, UNLESS OTHERWISE NOTED.
- THIS SHEET IS THE SUBDIVISION PLAT FOR THE CREATION OF UP TO 100 LOTS INCLUDING 95 SINGLE FAMILY HOUSE LOTS, TWO (2) TWO-FAMILY LOTS, ONE (1) PRUD LOT, AND TWO (2) OPEN SPACE LOTS FOR A TOTAL OF 124 DWELLING UNITS.
- WETLAND IMPACTS ASSOCIATED WITH THE DEVELOPMENT OF STROUDWATER PRESERVE ARE PERMITTED UNDER THE TIER I NPRA WETLAND ALTERATION PERMIT (#L-27619-TC-A-N) DATED 11/20/17 FOR 14,980 SF OF DISTURBANCE, ANY ADDITIONAL IMPACTS, WHICH MAY INCLUDE BUT ARE NOT LIMITED TO ACCOMMODATIONS FOR DECKS OR LAWNS, ARE PROHIBITED WITHOUT ADDITIONAL NEA REVIEW AND PERMITTING.
- THE SINGLE FAMILY AND TWO-FAMILY HOUSE LOTS ARE TO BE SUBJECT TO HOMEOWNERS ASSOCIATION (HOA) DOCUMENTS. THE HOA DOCUMENTS OUTLINE THE MAINTENANCE AND MANAGEMENT OF STORMWATER BMPs AND INFRASTRUCTURE UNDER THE DESIGNATED OWNERSHIP OF THE HOA, REFER TO THE STORMWATER BMP OWNERSHIP & MAINTENANCE SUMMARY TABLE. THE HOA WILL BE RESPONSIBLE FOR MAINTENANCE AND THE SECTOR OF THE SEWER FORCEMAIN FROM THE WESTBROOK STREET CONNECTION. HOMEOWNERS WILL BE RESPONSIBLE FOR INDIVIDUAL SERVICE LATERALS AND PUMPS.
- THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR COMPLYING WITH THE CONDITIONS OF CHAPTER 32 STORMWATER INCLUDING ANNUAL INSPECTIONS AND REPORTING REQUIREMENTS AT A MINIMUM. IN ADDITION, THE ASSOCIATIONS SHALL BE RESPONSIBLE FOR COMPLYING WITH THE CONDITIONS OF THE SUBMITTED STORMWATER MANAGEMENT PLAN AND THE APPROVED PLANS, AND MEET CITY STANDARDS AND STATE GUIDELINES.
- DRIVEWAY LOCATIONS AS SHOWN ARE SUBJECT TO CHANGE DURING CONSTRUCTION BUT SHALL REMAIN IN COMPLIANCE WITH THE DESIGN AND SEPARATION STANDARDS SET BY THE TECHNICAL MANUAL.
- THE PROJECT IS ANTICIPATED TO BE BUILT IN THREE PHASES. INFRASTRUCTURE FOR EACH PHASE WILL BE BUILT TO MEET CITY OF PORTLAND FIRE DEPARTMENT STANDARDS. SUBDIVISION PLANS PER PHASE ARE OR WILL BE RECORDED WITH CCRD AT:

- PHASE II:
BOOK 218 PAGE 276
- PHASE III:
BOOK 218 PAGE 277

- THE HOMEOWNERS ASSOCIATION MUST COMPLY TO THE FOLLOWING AS APPROVED BY THE CITY:

- 15.1. HOMEOWNERS ASSOCIATION DOCUMENTS:
 - 15.1.1. DECLARATION OF STROUDWATER PRESERVE PHASE I HOMEOWNERS' ASSOCIATION BOOK 35717 PAGE 204 AND RE-RECORDED IN BOOK 35718, PAGE 123.
- 15.2. HOMEOWNERS ASSOCIATION POST-CONSTRUCTION STORMWATER MANAGEMENT AGREEMENT:
 - 15.2.1. STORMWATER DRAINAGE SYSTEM MAINTENANCE AGREEMENT FOR STROUDWATER PRESERVE OUTLINED IN BOOK 34919, PAGE 148 AS RECORDED AT THE CCRD.
 - 15.2.2. RECIPROCAL STORMWATER MAINTENANCE AND EASEMENT AGREEMENT GRANTED TO THE CITY OF PORTLAND TO PERFORM THE RESPONSIBILITIES REQUIRED WITHIN THE SMA (STORMWATER DRAINAGE SYSTEM MAINTENANCE AGREEMENT FOR STROUDWATER PRESERVE) OUTLINED IN BOOK 34943, PAGE 193 AS RECORDED AT THE CCRD.
- 15.3. PER CITY REQUIREMENT, THE PROPERTY IS SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THE WORKFORCE OWNERSHIP HOUSING AGREEMENT AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS. THE WORKFORCE OWNERSHIP HOUSING AGREEMENT AS APPROVED BY THE CITY IS RECORDED AT THE CCRD: BOOK 34863, PAGE 304.

CONDITIONAL USE, WAIVERS & CONDITIONS OF APPROVAL:

CONDITIONAL USE

THE PLANNING BOARD VOTED UNANIMOUSLY 6-0 (STANLEY ABSENT) THAT THE PROPOSED CONDITIONAL USE FOR WORKFORCE HOUSING DOES MEET THE STANDARDS OF SECTION 14-484 WITH THE FOLLOWING CONDITIONS:

- THAT THE APPLICANT AND THE CITY SHALL ENTER INTO AN AGREED UPON AFFORDABLE HOUSING AGREEMENT (AHA) PRIOR TO THE ISSUANCE OF A BUILDING PERMIT; AND
- THAT THE AFFORDABLE HOUSING AGREEMENT SHALL BE FILED AS COVENANT TO THE PROPERTY'S DEED WITH THE CUMBERLAND COUNTY REGISTRY OF DEEDS PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.

WAIVERS

THE PLANNING BOARD VOTED UNANIMOUSLY 6-0 (STANLEY ABSENT) TO WAIVE THE REQUIREMENT FOR A SIDEWALK ALONG THE NORTH SIDE OF THE NEW STREET WITHIN THE NEW SUBDIVISION WITH THE CONDITION THAT FINAL PLAN SHOW THE SIDEWALK RELOCATED TO THE OUTER SIDE OF THE STREET NETWORK.

TRAFFIC MOVEMENT PERMIT

THE PLANNING BOARD VOTED UNANIMOUSLY 6-0 (STANLEY ABSENT) THAT THE PLAN IS IN CONFORMANCE WITH 23 MRS 704-A AND CHAPTER 305 RULES AND REGULATIONS PERTAINING TO TRAFFIC MOVEMENT PERMITS, WITH THE FOLLOWING CONDITIONS OF APPROVAL:

- IF IT IS DETERMINED THAT A DEDICATED LEFT-TURN LANE ON WESTBROOK STREET IS WARRANTED, THE APPLICANT SHALL BE RESPONSIBLE FOR ALL COST FOR IMPLEMENTATION AND THE DESIGN SHALL MEET WITH THE APPROVAL OF DPW.
- IN CONJUNCTION WITH AN APPROVED OUTER CONGRESS TRANSPORTATION AND STREETScape PLAN, THE APPLICANT SHALL MAKE A \$12,600 CONTRIBUTION PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
- A VARIABLE SPEED INDICATOR SHALL BE REQUIRED TO BE INSTALLED ON WESTBROOK STREET AT A LOCATION, ACCEPTABLE AND THE CITY REQUEST THAT AN ADDITIONAL SPEED STUDY SHALL BE CONDUCTED UPON COMPLETION OF PHASE I AND IMPLEMENTATION OF THE ASSOCIATED CROSSWALKS AND SIDEWALK ON WESTBROOK STREET. IF THE SPEED STUDY INDICATES EXCESSIVE VEHICLE SPEEDS, THE APPLICANT SHALL IMPLEMENT TRAFFIC CALMING MITIGATION STRATEGIES ACCEPTABLE TO THE CITY.

SUBDIVISION STANDARDS

SUBDIVISION STANDARDS OF THE LAND USE CODE AND THE SITE LOCATION OF DEVELOPMENT ACT, SUBJECT TO THE FOLLOWING CONDITIONS OF APPROVAL, WHICH MUST BE MET PRIOR TO THE SIGNING OF THE PLAT:

- THE APPLICANT SHALL SUBMIT HOMEOWNER ASSOCIATION DOCUMENTS FOR REVIEW AND APPROVAL BY CORPORATION COUNCIL THAT ADDRESS:
 1. THE STORMWATER MAINTENANCE AGREEMENTS FOR THE DEVELOPMENT;
 2. STORMWATER DRAINAGE EASEMENTS; AND
 3. EASEMENTS FOR THE OPEN SPACE LOT, AND
 4. FINAL CONDITIONS OF APPROVAL.
- THAT THE SUBDIVISION PLAT SHALL BE FINALIZED TO THE SATISFACTION OF THE PLANNING AUTHORITY, DEPARTMENT OF PUBLIC WORKS (DPW) AND CORPORATION COUNSEL AND TO INCLUDE REFERENCES TO STORMWATER DRAINAGE, STORMWATER MANAGEMENT, AND OPEN SPACE AND PUBLIC ACCESS AND FINAL CONDITIONS OF APPROVAL; AND
- THE APPLICANT SHALL SUBMIT A FINAL PLAN AND SPECIFICATIONS, FOR REVIEW AND APPROVAL BY THE PLANNING AUTHORITY AND THE DPW, THAT ARE IN CONFORMANCE WITH THE PROPOSED LED FIXTURE SPECIFICATIONS FOR THE STREET LIGHTS; AND
- THE APPLICANT SHALL BE RESPONSIBLE FOR THE INSTALLATION OF THE PREP'S FOLLOWING THE FIELD REVIEW. THE CITY IS REQUESTING THAT THE APPLICANT SHALL EVALUATE, AND IF NECESSARY, SHALL INSTALL LIGHTS FOR SAFE ILLUMINATION OF THE PROPOSED CROSSWALKS; AND
- THE APPLICANT SHALL SUBMIT THE FOLLOWING FOR REVIEW AND APPROVAL BY THE PLANNING AUTHORITY AND DPW:
 1. A SIMPLE STORMWATER PLAN THAT SHOWS ALL OF THE TREATMENT SYSTEMS AND THEIR TRIBUTARY DRAINAGE AREAS, INCORPORATING THE TREATMENT TABLE PROVIDED BY THE APPLICANT; AND
 2. UPDATED DESIGN PLANS REFLECTING CHANGES MADE TO THE HYDROLOGIC MODEL.
- 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 THE STATOR GUIDELINES. THE DEVELOPER/CONTRACTOR/SUBCONTRACTOR MUST COMPLY WITH 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, THAT THE APPLICANT SHALL PROVIDE A STORMWATER MAINTENANCE AGREEMENT FOR THE STORMWATER DRAINAGE SYSTEM. SHALL BE SUBMITTED, SIGNED, AND RECORDED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT WITH A COPY TO THE DPW; AND
- CONFIRMATION LETTERS FROM THE DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) SHALL BE SUBMITTED TO THE PLANNING DIVISION UPON RECEIPT.
- THE APPLICANT SHALL SUBMIT A REVISAL LANDSCAPED PLAN THAT ADDRESSES THE CITY ARBORIST'S COMMENTS (DATED 11.22.2017) FOR REVIEW AND APPROVAL BY THE CITY ARBORIST AND PLANNING AUTHORITY.

EASEMENTS:

ALL PROPOSED EASEMENTS TO BE REVIEWED BY TITCOMB ASSOCIATES AND RECORDED IN CCRD. ALL EXISTING EASEMENTS ARE TO REMAIN.

EXISTING EASEMENTS:

- SUBJECT TO A 30'-WIDE UTILITY EASEMENT FOR A 42" CONCRETE WATER PIPE GRANTED TO PORTLAND WATER DISTRICT FURTHER DESCRIBED IN BOOK 1382, PAGE 144 AND BOOK 1399, PAGE 462.
- SUBJECT TO A 50'-WIDE UTILITY EASEMENT FOR THREE PIPELINES FURTHER DESCRIBED IN INSTRUMENTS RECORDED IN BOOK 1655, PAGE 284 AND BOOK 2854, PAGE 772.
- SUBJECT TO AN EASEMENT FOR A SEWER PIPE GRANTED BY RUBY H. YOUNG TO FREDERICK A. BUTTS AND MARIE BUTTS IN A DEED RECORDED IN BOOK 2236, PAGE 405. (LOCATION UNKNOWN).
- SUBJECT TO AN EASEMENT FOR DRAINAGE GRANTED TO MAINE DEPARTMENT OF TRANSPORTATION AND FURTHER DESCRIBED IN AN INSTRUMENT RECORDED IN BOOK 4146, PAGE 333. LOCATION IS APPROXIMATE.
- SUBJECT TO A SLOPE EASEMENT GRANTED TO MAINE DEPARTMENT OF TRANSPORTATION FURTHER DESCRIBED IN AN INSTRUMENT RECORDED IN BOOK 4146, PAGE 333. LOCATION IS APPROXIMATE.
- BENEFITING FROM AN EASEMENT FOR ACCESS RESERVED IN A DEED RECORDED IN BOOK 2198, PAGE 386.

SURVEY NOTES:

PROPOSED EASEMENTS

- OPEN SPACE EASEMENTS:
 - 1.1. OPEN SPACE LOTS 99 & 100: EASEMENT GRANTED TO THE CITY OF PORTLAND FOR A NON-EXCLUSIVE OPEN SPACE EASEMENT TO PROVIDE PUBLIC PEDESTRIAN ACCESS TO MEANINGFUL AREAS OF UNDEVELOPED OPEN SPACE ALONG THE STROUDWATER RIVER CORRIDOR, AS OUTLINED IN BOOK 34919, PAGE 146 RECORDED AT THE CCRD.

- PUBLIC ACCESS EASEMENTS:
 - 2.1. EASEMENT GRANTED TO PORTLAND TRAILS FOR A NON-EXCLUSIVE PUBLIC ACCESS EASEMENT FOR THE PURPOSE OF PROVIDING PHYSICAL PUBLIC ACCESS VIA A PATHWAY TO THE SHORE OF THE STROUDWATER RIVER FOR PEDESTRIANS WITHIN THE EASEMENT AREA, AS OUTLINED IN BOOK 34919, PAGE 143 RECORDED AT THE CCRD

- DRAINAGE EASEMENTS:
 - 3.1. RECIPROCAL STORMWATER MAINTENANCE AND EASEMENT AGREEMENT BOOK 34943, PAGE 193-196 RECORDED AT THE CCRD.
 - 3.2. STORMWATER DRAINAGE SYSTEM MAINTENANCE AGREEMENT BOOK 36995, PAGE 89-130, RECORDED AT THE CCRD

- UTILITY EASEMENTS:
 - 4.1. EASEMENT GRANTED TO PORTLAND WATER DISTRICT FOR THE RIGHT TO INSTALL, MAINTAIN, REPLACE AND REMOVE CONDUITS OR PIPELINES FOR CONVEYING WATER AND WASTEWATER AS OUTLINED IN BOOK 35087, PAGE 75 RECORDED AT THE CCRD.
 - 4.2. EASEMENT MODIFICATION AGREEMENT WITH THE PORTLAND WATER DISTRICT FOR THE PURPOSE OF CONSTRUCTION, OPERATION AND MAINTENANCE OF A 42" WATER MAIN AS OUTLINED IN BOOK 35087, PAGE 72 RECORDED AT THE CCRD.
 - 4.3. EASEMENT GRANTED TO CENTRAL MAINE POWER COMPANY FOR THE RIGHT AND EASEMENT TO ERECT, BURY, MAINTAIN, REBUILD, RESPACE, PATCH, OPERATE AND REMOVE ALL OTHER UTILITIES INVOLVING ELECTRIC AND COMMUNICATION DISTRIBUTION EQUIPMENT AND FACILITIES, AS OUTLINED IN BOOK 35310, PAGE 184 RECORDED AT THE CCRD.

- OTHER EASEMENTS:
 - 5.1. EASEMENT AGREEMENT WITH MICHAEL A. SCANNELL RELATION TO THE COMMON DEEDED BOUNDARY ALONG THE EASTERLY SIDELINE OF THE STROUDWATER PARCEL AND WESTERLY SIDELINE OF THE SCANNELL PARCEL, AS OUTLINED IN BOOK 35632, PAGE 21 RECORDED AT THE CCRD.
 - 5.2. CERTIFICATE OF WAIVER APPROVAL BY THE CITY OF PORTLAND TO ONE COMPANY, AS OUTLINED IN BOOK 34646, PAGE 56 AT THE CCRD.

- BOOK AND PAGE REFERENCES ARE TO THE CUMBERLAND COUNTY REGISTRY OF DEEDS. BEARINGS ARE REFERENCED TO GRID NORTH, MAINE STATE PLANE COORDINATE SYSTEM, NAD83, WEST ZONE.
- ELEVATIONS ARE BASED ON NAVD83 DATUM AS DERIVED FROM GPS OBSERVATIONS. REFER TO THE EXISTING CONDITIONS PLAN BY TITCOMB ASSOCIATES DATED 6/16/17 LAST REVISED 2/21/18 FOR BENCHMARK LOCATIONS.
- UTILITY INFORMATION ON THIS PLAN IS APPROXIMATE, BASED ON LOCATION OF VISIBLE FEATURES AND INFORMATION CONTAINED ON PLANS AND DRAWINGS PROVIDED BY OTHERS. DIGSAFE AND/OR THE APPROPRIATE UTILITIES SHOULD BE CONTACTED PRIOR TO ANY CONSTRUCTION.
- PROPERTY IS WITHIN ZONE X AND ZONE A BASED ON FIRM COMMUNITY #230051 PANEL #0012 C, DATED DECEMBER 8, 1998. ZONE X IS DEFINED AS AN AREA OF 500-YEAR FLOOD; AREA OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. ZONE A IS AN AREA WITH NO BASE FLOOD ELEVATION DETERMINED.
- THE LOCATION OF THE HIGHWATER MARK ON NORTHERLY SIDE OF STROUDWATER RIVER WAS DELINEATED BY OTHERS AND LOCATED BY TITCOMB ASSOCIATES. THE LOCATION OF THE SOUTHERLY SIDE OF STROUDWATER RIVER IS APPROXIMATE BASED ON AERIAL IMAGERY.
- THE TWO CRUDE OIL LINES WERE MARKED OUT BY PORTLAND PIPE LINE AND LOCATED BY TITCOMB ASSOCIATES. TITCOMB ASSOCIATES MAKES NO GUARANTEE OR WARRANTY AS TO THE ACCURACY OF THE PIPELINE ELEVATION DATA.

PLAN REFERENCES:

- PLAN OF A STANDARD BOUNDARY SURVEY MADE FOR ONEX COMPANY BY NADAEU & LODGE, INC., DATED FEBRUARY 21, 2003 AND REVISED THROUGH OCTOBER 8, 2003.
- SECOND AMENDED SUBDIVISION PLAT OF PORTLAND TECHNOLOGY PARK MADE FOR CITY OF PORTLAND BY SGC ENGINEERING, LLC, DATED SEPTEMBER 29, 2011, REVISED THROUGH MARCH 8, 2016 AND RECORDED IN PLAN BOOK 216, PAGE 63.
- PORTLAND WATER DISTRICT 42" CONCRETE PIPE LINE RIGHT OF WAY PLANS PREPARED BY HARRY FULLER, DATED AUGUST 1931 AND RECORDED IN PLAN BOOK 20, PAGE 39. (LOCATION IS APPROXIMATE).
- PORTLAND PIPE LINE CO. SURVEY OF PROPERTY OF RUBY H. YOUNG, DATED OCTOBER 8, 1941 PREPARED BY FRANCIS A. GRIFFIN AND RECORDED IN PLAN BOOK 27, PAGE 37. (LOCATION IS APPROXIMATE).
- STROUDWATER WOODS MADE FOR S&E CIMINO BY OWEN HASKELL, INC. DATED OCTOBER 28, 1979 AND RECORDED IN PLAN BOOK 125, PAGE 21.
- PARTIAL BOUNDARY SURVEY FOR ANDREW D. GREEN BY LEWIS & WASINA, INC. DATED DECEMBER 10, 2004 AND REVISED THROUGH DECEMBER 14, 2004 AND RECORDED IN PLAN BOOK 205, PAGE 299.
- PLAN OF PROPERTY MADE FOR ADVENT CHRISTIAN CHURCH OF PORTLAND BY H.J. & E.C. JORDAN DATED OCTOBER 18, 1979 AND RECORDED IN PLAN BOOK 125, PAGE 10.
- PLAN OF PROPERTY MADE FOR THEODORE AND THERESE BARRIS BY WAYNE T. WOOD DATED JANUARY 1994 AND REVISED THROUGH JANUARY 27, 1994. UNRECORDED.
- PLAN OF EXISTING CONDITIONS OF CAMELOT FARM MADE FOR DIVERSACORP LLC BY TITCOMB ASSOCIATES DATED JUNE 16, 2017 AND REVISED THROUGH FEBRUARY 21, 2018.

STORMWATER BMP OWNERSHIP & MAINTENANCE SUMMARY	
CITY	OWNER
FT-1, FT-4, FT-5, FT-7, FT-9	FT-2, FT-3, FT-6, FT-8, FT-10
*REFER TO C-31 FOR BMP LOCATIONS	

DATUM REFERENCE NOTE:

ELEVATION AND CONTOUR INFORMATION BASED ON NAVD 88. TO CONVERT THE ELEVATION DATA TO NGVD DATUM, ADD 0.70 FEET TO THE NAVD 88 VALUE.

DEVELOPER:

STROUDWATER DEVELOPMENT PARTNERS, LLC
ONE CITY CENTER
PORTLAND, ME 04101
CONTACT: MICHAEL BARTON

CIVIL/SITE ENGINEER:

ACORN ENGINEERING, INC.
PO BOX 3375
PORTLAND, MAINE 04102
CONTACT: WILLIAM SAVAGE, P.E.

SURVEYOR:

TITCOMB ASSOCIATES
A DIVISION OF SEBAGO TECHNICS
133 GRAY ROAD
FALMOUTH, MAINE 04105
CONTACT: NICK ELLISON, P.L.S.

APPROVED:

PORTLAND PLANNING AUTHORITY

CONTACT:

Ki *165* DATE: *4/29/2022*

LEGEND

- EX. WETLANDS
- DEED PROTECTED OPEN SPACE
- I2 LOTS
- UTILITY EASEMENT
- DRAINAGE EASEMENT
- LOT LINE
- SETBACK LINE
- PROPOSED REBAR PROPERTY PINS
- PROPOSED GRANITE MONUMENTS
- WOODEN GUARDRAILS
- BLOCK CROSSWALK

RECORDING INFORMATION STATE OF MAINE, CUMBERLAND COUNTY
REGISTRY OF DEEDS (CCRD)

RECEIVED: *May 2, 2022*

AT: *11 h 01 m A.M.*
RECORDED IN *Plan Book 222 Page 157*

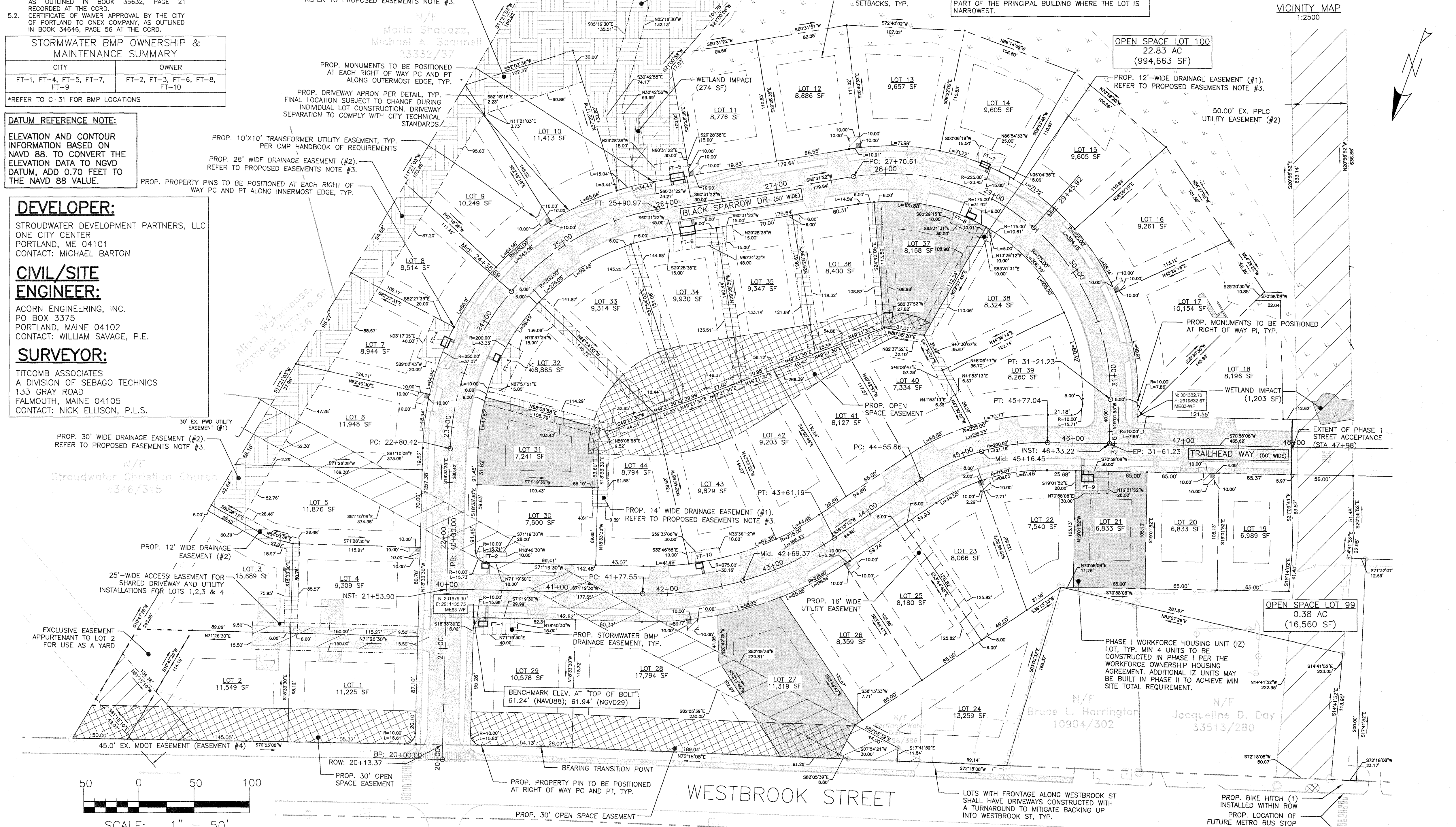
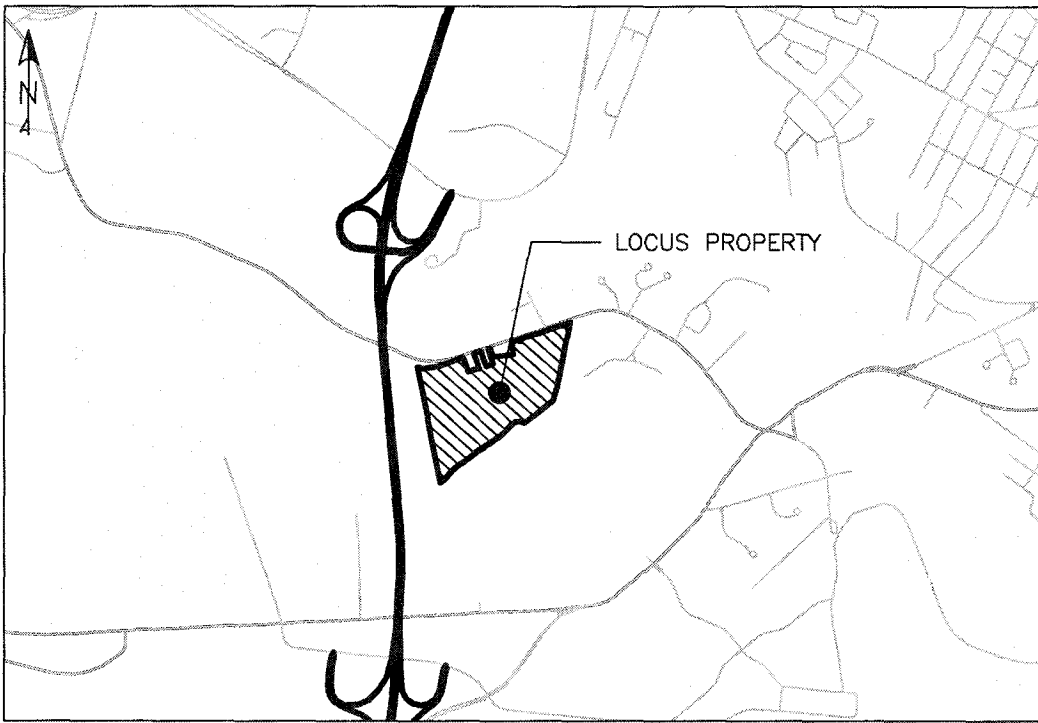
ATTEST: *Dorinda Spaulding*
REGISTRAR

SPACE AND BULK STANDARDS

ZONE:	R-3	PROPOSED
MINIMUM LOT SIZE	6,500 SF	6,500 SF
MINIMUM STREET FRONTAGE	50'	50'
FRONT YARD	25'	25'
REAR YARD - PRINCIPAL	25'	25'
REAR YARD - ACCESSORY	5'	5'
SIDE YARD*	14'	14'
MAXIMUM LOT COVERAGE	35%	MAX 35%
MINIMUM LOT WIDTH**	65'	65'
MAXIMUM BUILDING HEIGHT	35'	< 35'
MAXIMUM ACCESSORY HEIGHT	18'	< 18'

*SHEET DEPICTS 14 FT SIDE YARD SETBACKS FOR 2-STORY PRINCIPAL BUILDINGS.

**DISTANCE PARALLEL TO THE FRONT OF THE BUILDING MEASURED BETWEEN SIDE LOT LINES THROUGH THAT PART OF THE PRINCIPAL BUILDING WHERE THE LOT IS NARROWEST.



ISSUED FOR	BY
DPW REVIEW	WHS
CITY COMMENTS	WHS
PLAT REVIEW	WHS
PLAT AMENDMENT	WHS
PLAT SIGNATURES	WHS
PLAT AMENDED	WHS
PLAT AMENDED	WHS
DPW REVIEW	WHS
TITCOMB REVIEW	WHS
PLAT AMENDED	WHS
27728 PL	WHS
AMENDED	WHS

SUBDIVISION PLAT - PHASE I
STROUDWATER PRESERVE
STROUDWATER PRESERVE
1700 WESTBROOK STREET PORTLAND, MAINE 04102
STROUDWATER DEVELOPMENT PARTNERS, LLC
ONE CITY CENTER PORTLAND, MAINE 04101

DRAWING NAME:
PROTECT NAME/ADDRESS:
CLIENT/TOWNER:
ACORN ENGINEERING, INC.
PO BOX 3375
PORTLAND, MAINE 04102
CONTACT: WILLIAM SAVAGE, P.E.

FILE: 1079_CVIL
JN: 1079
SCALE: AS NOTED
DESIGNED BY: OJD
DRAWN BY: MKT
CHECKED BY: WHS

STATE OF MAINE
WILLIAM H. SAVAGE
11419
4/12/22
LICENSED PROFESSIONAL ENGINEER

DRAWING NO.

C-11

Attachment 6

As Built Plans

STROUDWATER PRESERVE

STROUDWATER DEVELOPMENT PARTNERS, LLC

PORTLAND, MAINE

EXISTING

REFER TO THE
EXISTING
CONDITIONS PLAN
FOR ADDITIONAL
INFORMATION

LEGEND

UNDERDRAIN

WETLAND

ROAD

SIDEWALK

UTILITY PAVEMENT CUTS

TEMPORARY CONSTRUCTION FENCE

SILT FENCE

EDGE OF EX. PAVEMENT

CURB

MONUMENT

IRON PIPE

IRON MARKER

SIGN

LAMP OR LIGHT POLE

UTILITY POLE

GUY WIRE

GAS VALVE

WATER VALVE

WATER SHUTOFF

FIRE HYDRANT

SEWER MANHOLE

CATCH BASIN

DRAIN MANHOLE

MANHOLE

BOLLARD

UNDERGROUND ELECTRIC LINE

UNDERGROUND CABLE

UNDERGROUND WATER LINE

MINOR CONTOURS (1 FT)

MAJOR CONTOURS (5 FT)

GAS LINE

OIL LINE

STORM DRAIN LINE

SEWER FORCE MAIN

GRAVITY SEWER LINE

EXISTING/PROPOSED BUILDING

FOUNDATION DRAIN

OVERHEAD ELECTRICAL/TELEPHONE/CABLE

UNDERGROUND ELECTRICAL/TELEPHONE/CABLE

PROPERTY/LOT LINE

SETBACKS

RIGHT OF WAY

EASEMENT

PROPOSED

UTILITIES

SEWER:

DEPARTMENT OF PUBLIC WORKS (DPW)
55 PORTLAND STREET
PORTLAND, MAINE 04101
CONTACT: KEITH GRAY, P.E.
(207) 874-8834

WATER:

PORTLAND WATER DISTRICT
225 DOUGLASS STREET
P.O. BOX 3553
PORTLAND, MAINE 04104
ATTN: MEANS DIVISION
(207) 774-5961

ELECTRIC:

CENTRAL MAINE POWER COMPANY (CMP)
162 CANCO ROAD
PORTLAND, MAINE 04103
CONTACT: PAUL DUPERRE
(207) 828-2882

TELEPHONE:

CONSOLIDATED COMMUNICATIONS
45 FOREST AVENUE
PORTLAND, MAINE 04101
CONTACT: PAT MORRISON
(207) 745-9363

CABLE:

SPECTRUM CABLE
118 JOHNSON ROAD
PORTLAND, MAINE 04102
CONTACT: MARK PELLETIER
(877) 546-0962

NATURAL GAS:

UNITIL SERVICE CORP.
1075 FOREST AVENUE
PORTLAND, ME 04103
CONTACT: BRIDGET HARMON
(207) 541-2536

PIPELINE:

PORTLAND PIPE LINE CORPORATION
30 HILL STREET
SOUTH PORTLAND, ME 04106
CONTACT: KENNETH BROWN
(207)767-0449

APPLICABLE PERMITS

1. LEVEL III SITE/SUBDIVISION PLAN PERMIT – CITY OF PORTLAND
2. SITE LOCATION OF DEVELOPMENT PERMIT – CITY OF PORTLAND (UNDER DELEGATED REVIEW)
3. MAINE CONSTRUCTION GENERAL PERMIT – MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION
4. NATURAL RESOURCES PROTECTION ACT PERMIT – MAINE DEPARTMENT OF ENVIRONMENTAL PROTECTION
5. TRAFFIC MOVEMENT PERMIT – CITY OF PORTLAND (UNDER DELEGATED REVIEW)
6. MAINE GENERAL PERMIT (GP) – ARMY CORPS OF ENGINEERS

PROJECT TEAM

DEVELOPER:

STROUDWATER DEVELOPMENT PARTNERS, LLC
KENNEBUNK, MAINE
CONTACT: MIKE BARTON, LEED AP
(207) 939-5432

ARCHITECT:

RYAN SENATORE ARCHITECTURE
PORTLAND, MAINE
CONTACT: RYAN SENATORE, R.A.
(207) 650-6414

ARTFORM ARCHITECTURE
NORTH HAMPTON, NEW HAMPSHIRE
CONTACT: WENDY WALTON, R.A.
(603) 431-9559

SURVEYOR:

TITCOMB ASSOCIATES
FALMOUTH, MAINE
CONTACT: NICK ELLISTON P.L.S.
(207) 797-9199

WETLAND SCIENTIST:

MARK HAMPTON ASSOCIATES, INC.
PORTLAND, MAINE
CONTACT: MARK HAMPTON, C.S.S.
(207) 756-2900

TRAFFIC ENGINEER:

TRAFFIC SOLUTIONS
PORTLAND, MAINE
CONTACT: BILL BRAY, P.E.
(207) 400-6890

LANDSCAPE ARCHITECT:

SOREN DENIORD DESIGN STUDIO
PORTLAND, MAINE
CONTACT: SOREN DENIORD
(207) 400-2450

CALL BEFORE YOU DIG
1-888-DIG-SAFE
1-888-344-7233

ABBREVIATIONS

PARTIAL LIST OF ABBREVIATIONS AND THEIR CORRESPONDING MEANING. PLEASE CONTACT THE ENGINEER FOR ANY CLARIFICATION	
ABS	ACRYLONITRILE-BUTADIENE-STYRENE
APPROX.	APPROXIMATE
BC	BOTTOM OF CURB
BMP	BEST MANAGEMENT PRACTICE
BOT.	BOTTOM
CB	CATCH BASIN
CF	CUBIC FOOT
CI	CAST IRON
CIP	CAST IN PLACE
CM	CONSTRUCTION MANAGER
CMP	CENTRAL MAINE POWER
CONC.	CONCRETE
CY	CUBIC YARD
DIP	DUCTILE IRON PIPE
DIA.	DIAMETER
DIM.	DIMENSION
EA	EACH
ELEC.	ELECTRICAL
ELEV.	ELEVATION
EQUIV.	EQUIVALENT
EST.	ESTIMATE
EX.	EXISTING
FFE	FINISH FLOOR ELEVATION
FT.	FEET
GAL.	GALVANIZED
HDPE	HIGH DENSITY POLYETHYLENE
ID	INNER DIAMETER
IN.	INCH
INV.	INVERT
L	LENGTH
MAX.	MAXIMUM
MDOT	MAINE DEPARTMENT OF TRANSPORTATION
MFG.	MANUFACTURED
MH	MANHOLE
MIN.	MINIMUM
O.C.	ON CENTER
OD	OUTSIDE DIAMETER
OHE/T/C	OVERHEAD ELECTRIC/TELEPHONE/CABLE
PC (MATERIALS)	PRECAST
PC (PROFILE)	POINT OF CURVATURE
PE	PROFESSIONAL ENGINEER
PI	POINT OF INTERSECTION
PL	PROPERTY LINE
PLS	PROFESSIONAL LAND SURVEYOR
PP	POLYPROPYLENE
PROP.	PROPOSED
PSI	POUNDS PER SQUARE INCH
PT	POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE
PWD	PORTLAND WATER DISTRICT
R	RADIUS
RD	ROOF DRAIN
RET.	RETAINING
ROW	RIGHT OF WAY
S	SLOPE
SD	STORM DRAIN
SDR	STANDARD DIMENSION RATIO
SF	SQUARE FEET
SMH	SEWER MANHOLE
SPEC.	SPECIFICATION
SS	STAINLESS STEEL
TC	TOP OF CURB
TW	TOP OF WALL
TYP.	TYPICAL
UD	UNDERDRAIN
UGE	UNDERGROUND ELECTRIC

AS-BUILT DRAWING

- C-01 COVER SHEET & LEGEND
- C-02 GENERAL NOTES
- EX EXISTING CONDITIONS PLAN – BY TITCOMB ASSOCIATES
- C-03 CONSTRUCTION MANAGEMENT & EROSION CONTROL PLAN
- ~~C-10 SUBDIVISION PLAN~~
- ~~C-11 SUBDIVISION PLAN PHASE I~~
- ~~C-12 SUBDIVISION PLAN PHASE II~~
- ~~C-13 SUBDIVISION PLAN PHASE III~~
- L-1 LANDSCAPE PLAN – BY SOREN DENIORD DESIGN STUDIO
- C-20 ROAD PROFILE – 1
- C-21 ROAD PROFILE – 2
- ~~C-22 ROAD PROFILE 3~~
- ~~C-23 ROAD PROFILE 4~~
- C-31 GRADING & DRAINAGE PLAN – PHASE I
- ~~C-32 GRADING & DRAINAGE PLAN PHASE II~~
- ~~C-33 GRADING & DRAINAGE PLAN PHASE III~~
- C-40 SITE DETAILS – 1
- C-41 SITE DETAILS – 2
- C-42 SITE DETAILS – 3
- C-43 UTILITY DETAILS – 1
- C-44 UTILITY DETAILS – 2
- C-45 UTILITY DETAILS – 3
- C-46 DRAINAGE DETAILS
- C-47 STORMWATER DETENTION POND DETAILS
- ~~C-48 VEGETATED UNDERDRAINED SOIL FILTER DETAILS~~
- C-49 FILTERRA BMP DETAILS
- C-50 EROSION & SEDIMENTATION CONTROL NOTES
- C-51 EROSION & SEDIMENTATION CONTROL DETAILS
- C-52 FOCALPOINT BMP DETAILS

FILTERRA SHOP DRAWINGS

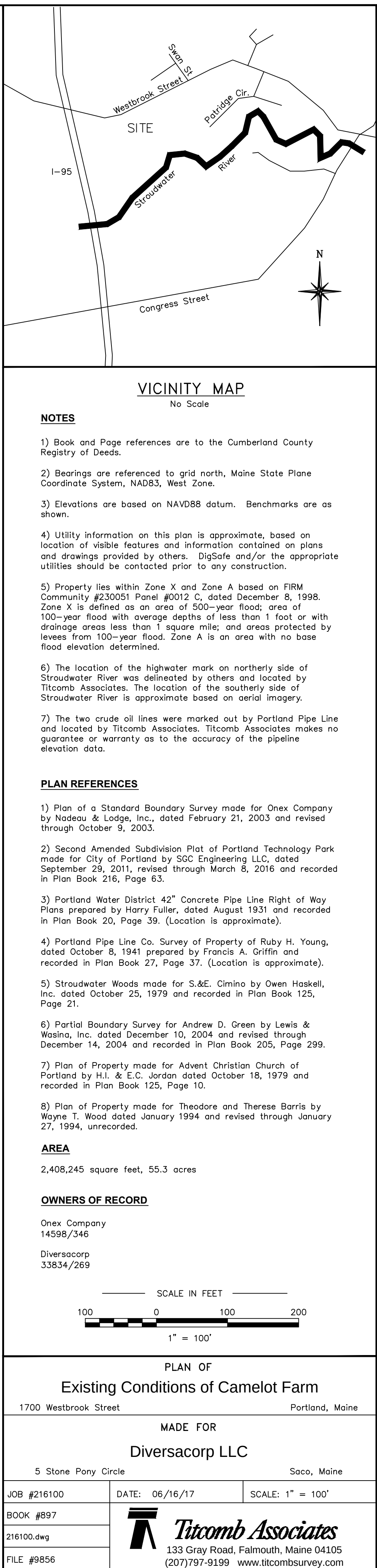
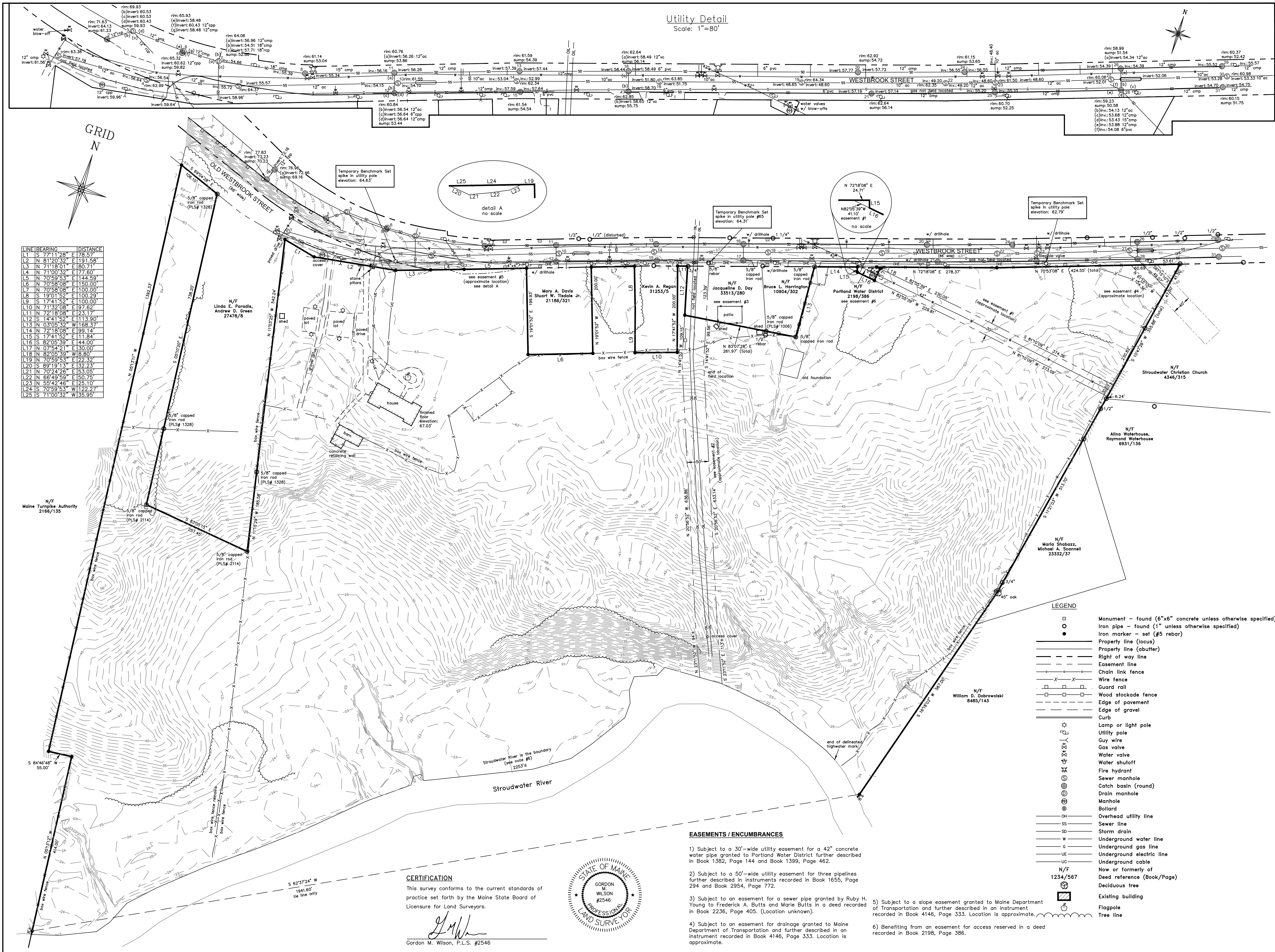
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PRELIM. APP.	WHS
FINAL APP.	WHS
CITY COMMENTS	WHS
CONSTRUCTION	WHS
CONSTRUCTION	WHS
GAS STUBS	WHS
CURB CUTS & TRANSFORMER PADS	WHS
BMP REPLACEMENT	WHS
AS-BLT DPW REV	WHS
AS-BLT DPW REV	WHS
AS-BLT DPW REV	WHS

DRAWING NAME	PROJECT NAME	CLIENT
COVER SHEET & LEGEND	STROUDWATER PRESERVE	STROUDWATER DEVELOPMENT PARTNERS, LLC
		KENNEBUNK, MAINE 04043

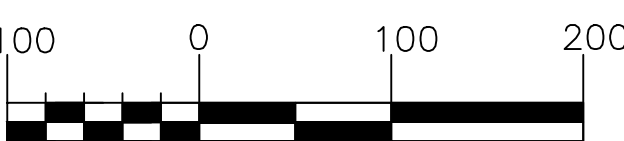
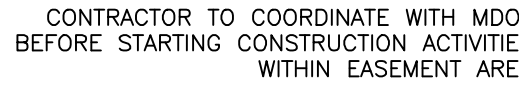
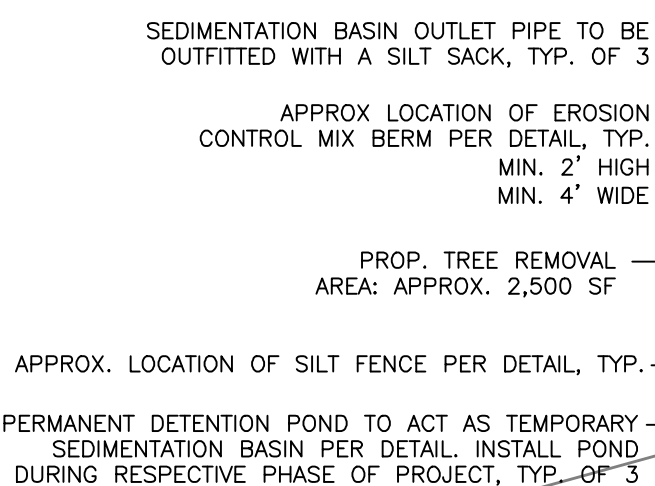
ACORN ENGINEERING, INC. 158 DANFORTH ST. PORTLAND, MAINE 04102 (207) 775-2655	ACORN ENGINEERING, INC. 158 DANFORTH ST. PORTLAND, MAINE 04102 (207) 775-2655
---	---

FILE:	1079_DETAILS
JN:	1079
SCALE:	NTS
DESIGNED BY:	WHS
DRAWN BY:	SJL
CHECKED BY:	WHS

DRAWING NO.
C-01



4. ANY EXISTING ASPHALT TO BE REMOVED SHALL BE STRIPPED AND PROPERLY DISPOSED OF OFFSITE.
5. GRANITE CURB TO BE REMOVED AND PROPERLY DISPOSED OF. NEW CURB TO BE INSTALLED AND SET PER DETAIL.
6. ALL MATERIALS OF DEMOLITION DEBRIS OR WASTE SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE, & FEDERAL REGULATIONS. CONTRACTOR SHALL PROVIDE OWNER WITH APPROPRIATE "BILLS OF LADING" TO DEMONSTRATE PROPER DISPOSAL OF ALL MATERIALS.
7. SITE DEMOLITION SHALL NOT OCCUR UNTIL PROPER ABATEMENT PROCEDURES HAVE OCCURRED. ABATEMENT, IF NECESSARY, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
8. THE CONTRACTOR SHALL CALL THE APPROPRIATE UTILITY COMPANIES AND DIG SAFE AT LEAST 72 HOURS PRIOR TO EXCAVATION TO REQUEST EXACT FIELD LOCATION FOR UTILITIES. OTHERWISE IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF UNDERGROUND UTILITIES.
9. CONTRACTOR SHALL OBTAIN POTENTIAL POLLUTION ABATEMENT PERMITS FROM THE CITY OF PORTLAND.
10. CONTRACTOR TO COORDINATE SITE DEMOLITION WITH STROUDWATER DEVELOPMENT PARTNERS, LLC.
11. NOTE THAT ALL CONSTRUCTION SIGNAGE IS TEMPORARY AND WILL BE REMOVED AT PROJECT COMPLETION.
12. EROSION BARRIERS TO BE INSTALLED ALONG ALL DOWN-GRADIENT LIMITS OF WORK AS DEPICTED.
13. CONTRACTOR SHALL PLACE CATCH BASIN INLET PROTECTION ON CATCH BASINS AND FIELD INLETS DOWN-GRADIENT OF ALL NON-STABILIZED SURFACES, PER DETAIL.
14. CONTRACTOR SHALL CONSIDER AND INSTALL CATCH BASIN WITH COLLECTIONS OF INGRESS AND EGRESS DURING EACH PHASE OF CONSTRUCTION TO THE SITE. SEE DETAIL.
15. THIS PLAN IS NOT INCLUSIVE OF ALL EXISTING ITEMS TO BE REMOVED AS PART OF SITE CONSTRUCTION INCLUDING BUT NOT LIMITED TO LANDSCAPING, UTILITIES, WORK WITHIN THE ROW, ETC.
16. THE DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE CITY OF PORTLAND REGULATIONS.
17. CONTRACTOR TO REFER TO AND FOLLOW THE DOCUMENTS ENTITLED "CONSTRUCTION MANAGEMENT PLAN" & "EROSION AND SEDIMENTATION CONTROL REPORT".
18. PORTLAND PIPELINE TO BE CONTACTED BEFORE CONSTRUCTION. REFER TO DOCUMENT ON PROPER CONSTRUCTION PRACTICES TITLED "DESIGN OF PROJECTIONS ON OR NEAR PORTLAND PIPE LINE CORPORATION RIGHT-OF-WAY".
19. WETLANDS NOT TO BE DISTURBED DURING THE LIFE OF THE PROJECT SHALL BE FLAGGED PRIOR TO THE START OF CONSTRUCTION. EDGE OF WETLAND IMPACTS TO BE DELINEATED BY ONE ROW OF STUMP GRADINGS AND ONE ROW OF SILT FENCE. REFER TO EROSION & SEDIMENTATION CONTROL DETAILS.
20. PRIVATE SEPTIC SYSTEM EXISTS ON SITE PER DEPARTMENT OF PUBLIC WORKS RECORDS. CONTRACTOR IS TO BE CAUTIONED THAT THERE IS AN SEPTIC TANK THAT SERVES THE EXISTING BUILDING THAT HAS NOT BEEN IDENTIFIED BY DISGAGE OR THE EXISTING CONDITIONS PLAN. CONTRACTOR TO IDENTIFY THE SEPTIC TANK LOCATION AND ADD TO THE ADDENDUM.
21. IT IS ANTICIPATED THAT ONE TRAVEL LANE WITHIN WESTBROOK ST WILL BE CLOSED DURING UTILITY CONSTRUCTION FOR APPROX. THREE DAYS; CONTRACTOR TO DEFINE FINAL CLOSURE DURATION AND MAINTAIN ALTERNATING TRAFFIC PATTERNS; AND BE RESPONSIBLE FOR OBTAINING THE NECESSARY STREET CLOSING AND TRAFFIC CLOSURE PERMITS FROM ALL CITY DURING CONSTRUCTION.
22. EROSION CONTROL BLANKET SHALL BE INSTALLED ON ALL SLOPES 3:1 OR STEEPER. REFER TO DETAIL FOR INSTALLATION GUIDE.

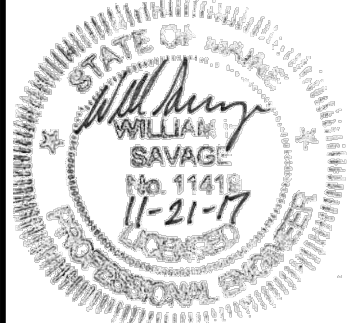
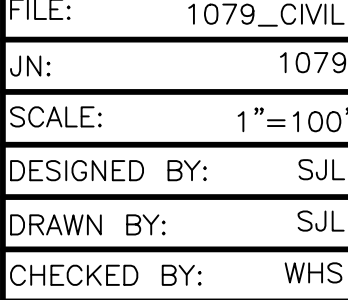


FINAL APP
NOT ISSUED FOR
CONSTRUCTION

DRAWING NAME: **DEMOLITION, CONSTRUCTION MANAGEMENT & EROSION CONTROL PLAN**

PROJECT NAME: **STROUDWATER PRESERVE**

CLIENT: **STROUDWATER DEVELOPMENT PARTNERS, LLC**
KENNEBUNK, MAINE 04043



DRAWING NO.

C-03

PLANT LEGEND

- (129) ACER RUBRUM - RED MAPLE (29 'RED POINTE' / 86 'KARPICK')
3" caliper
- (19) QUERCUS BICOLOR - SWAMP WHITE OAK
3" caliper
- (27) MYRICA PENSYLVANICA - BAYBERRY
3'-4'
- (54) PINUS STROBUS - EASTERN WHITE PINE
8'-10'
- (16) PINUS RIGIDA - PITCH PINE
6'-7'

MEADOWS (ALL DISTURBED AREAS)
NEW ENGLAND CONSERVATION / WILDLIFE SEED MIX

The New England Conservation/Wildlife Mix provides a permanent cover of grasses, wildflowers, and legumes. For both good erosion control and wildlife habitat value. The mix is designed to be a no maintenance seeding, and is appropriate for cut and fill slopes, detention basin side slopes, and disturbed areas adjacent to commercial and residential projects.

POSSIBLE MEADOW MANAGEMENT STRATEGY:
INCREASED BIODIVERSITY & POLLINATOR SPECIES
WITH NATIVE SEED MIX AND ANNUAL MOWING

POSSIBLE RIPARIAN
SUCCESSION AREA
AND LARCH GROVE

STORMWATER BMP POND
(WINTER SKATING RINK)

PRUD SHRUB AND
PERENNIAL PLANTINGS
(PER CITY OF PORTLAND
STANDARDS)

FOLLY

LOOP
TRAIL

TRAIL HEAD

TRAIL CONNECTOR

HEALTHY EXISTING PINE TREES
TO REMAIN IN 30' BUFFER
ALONG WESTBROOK STREET

WESTBROOK STREET

OLD WESTBROOK STREET

MAINE TURNPIKE (I-95)

STROUDWATER PRESERVE
WESTBROOK STREET
PORTLAND, MAINE

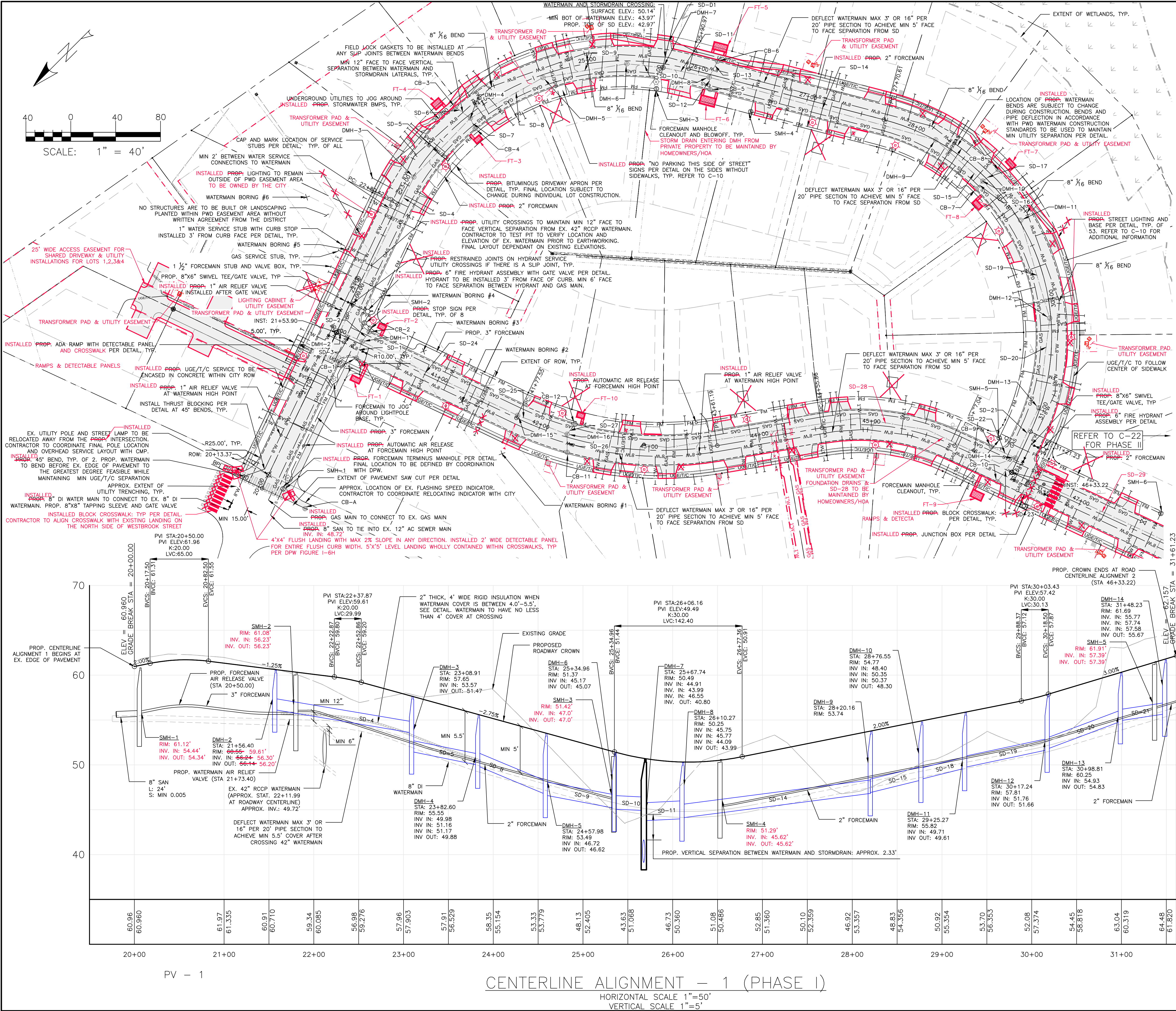
- No: Revision / Submission Date:
- FINAL SUBMISSION

revisions:
date: October 18, 2017
scale: As Noted
drawn: XX
checked: XX

L1.0

LANDSCAPE PLAN

NOT FOR CONSTRUCTION



- GENERAL NOTES:
- THE PROJECT IS ANTICIPATED TO BE BUILT IN THREE PHASES. INFRASTRUCTURE FOR EACH PHASE WILL BE BUILT TO MEET CITY OF PORTLAND FIRE DEPARTMENT STANDARDS.
 - FINAL SITE SIGNAGE TO BE REVIEWED AND ACCEPTED BY THE CITY'S TRAFFIC ENGINEER. PROPOSED LAYOUT AS OUTLINED ON C-10, OVERALL SUBDIVISION PLAN.
 - LOCATION OF PROPOSED CONNECTIONS TO EX. INFRASTRUCTURE IN WESTBROOK ST ARE APPROXIMATE. CONTRACTOR TO CONTACT ENGINEER IF FIELD INFORMATION VARIES FROM INFORMATION ON PLANS.
 - CONTRACTOR IS TO BE CAUTIONED THAT THERE IS A SEPTIC TANK THAT SERVES THE EXISTING BUILDING THAT HAS NOT BEEN IDENTIFIED BY DIGSAFE OR THE EXISTING CONDITIONS PLAN. CONTRACTOR TO COORDINATE TANK REMOVAL AT NO ADDITIONAL COST TO THE OWNER. REFER TO C-03.
 - FOR ALL UTILITIES, ACORN ENGINEERING DESIGN LIMITS EXTEND TO SERVICE STUB. UNLESS SPECIFIED OTHERWISE.
 - CONTRACTOR TO MEET ONSITE WITH PORTLAND PIPE LINE CORPORATION (PPLC) PRIOR TO STARTING ANY LAND DISTURBANCE WITHIN THE PIPELINE EASEMENT.
 - SEWER UTILITIES: SEWER UTILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH CITY OF PORTLAND TECHNICAL STANDARDS. SEWER UTILITIES TO REMAIN PRIVATE AND OWNED BY THE HOMEOWNER'S ASSOCIATION. SEWER LAYOUT TO BE PER THE EONE SEWER SYSTEMS DESIGN OR AN APPROVED EQUAL. FINAL FORCEMAIN UTILITY, SERVICES, AND ASSOCIATED APERTURES LAYOUT ARE TO BE SUBMITTED BY THE CONTRACTOR FOR APPROVAL BY THE PRODUCT SUPPLIER. STRUCTURES AND PIPE NETWORK AS SHOWN ARE APPROX. AND ARE SUBJECT TO CHANGE. FINAL STRUCTURE SCHEDULE TO BE PROVIDED BY THE MANUFACTURER. CONTRACTOR TO TEST PIT AND LOCATE THE EX. 12" AC SEWER MAIN WITHIN WESTBROOK ST PRIOR TO OBERING STRUCTURES.
 - WATER UTILITIES: WATER MAIN CONSTRUCTION, WATER METERING, PRESSURE REDUCER AND BACKFLOW PREVENTION TO BE IN ACCORDANCE WITH THE PORTLAND WATER DISTRICT STANDARDS. REFER TO PWD SPECIFICATIONS AND PROCEDURES SECTION 1: GENERAL INFORMATION FOR DISTRICT REQUIREMENTS ON EX. EASEMENTS. EACH PHASE MUST HAVE A MAIN EXTENSION AGREEMENT WITH PWD PRIOR TO CONSTRUCTION. PWD TO REVIEW AND ACCEPT FINAL DRAWINGS PRIOR TO CONSTRUCTION. EX. 42" RCP WATERMAIN ELEVATIONS BASED ON TEST PITTING PERFORMED ON 5/31/18 BY EASTERN EXCAVATING UNDER THE SUPERVISION OF PORTLAND WATER DISTRICT. THE COORDINATES OF THE SIX (6) BORING LOCATIONS AS PROVIDED BY PORTLAND WATER DISTRICT.
 - ELECTRIC UTILITIES: TELEPHONE/CABLE SERVICES TO BYPASS TRANSFORMER. ALL ELECTRIC CONSTRUCTION SHALL CONFORM TO CMP GUIDEBOOK OF STANDARD REQUIREMENTS, MOST RECENT EDITION. DESIGN SUBJECT TO FINAL APPROVAL FROM CMP.
 - GAS UTILITIES: PROJECT GAS UTILITY DESIGN, AND FINAL GAS SERVICE LOCATION AND METERS TO BE REVIEWED AND ACCEPTED BY UNILIT.
 - CABLE AND TELEPHONE PULLBOXES AND PEDESTAL LOCATIONS TO BE DETERMINED BY THE CONTRACTOR WORKING WITH CHARTER/SPECTRUM COMMUNICATIONS AND FAIRPOINT PRIOR TO CONSTRUCTION. CONTRACTOR TO COORDINATE.
 - NEW FIRE HYDRANTS ARE PROPOSED WITHIN THE SITE SO THAT THE BUILDINGS ARE AT MOST 500' FROM A HYDRANT. HYDRANTS ARE TO BE BUILT TO CITY OF PORTLAND FIRE DEPARTMENT AND PORTLAND WATER DISTRICT STANDARDS. FINAL FIRE HYDRANTS TO BE ACCEPTED BY THE CITY.
 - DRIVEWAY LOCATIONS AS SHOWN ARE SUBJECT TO CHANGE DURING CONSTRUCTION BUT SHALL REMAIN AT LEAST 20 FEET APART AS MEASURED BETWEEN EDGE OF DRIVEWAY AT THE PROPERTY LINE PER SECTION 1.7 OF THE CITY OF PORTLAND TECHNICAL STANDARDS. DRIVEWAYS TO AVOID COVERING THE WATER SERVICES AND CURB STOPS TO THE GREATEST EXTENT FEASIBLE.
 - DEVELOPER TO BE RESPONSIBLE FOR RETIRING WATER SERVICES THAT ARE INSTALLED BUT NOT IN USE AT PROJECT COMPLETION. SERVICES TO BE RETIRED IN ACCORDANCE WITH PWD STANDARDS.
 - ALL STREET LIGHTS ARE TO BE OWNED AND MAINTAINED BY THE CITY UPON ACCEPTANCE OF THE PUBLIC STREET.

MINIMUM HORIZONTAL UTILITY SERVICE SEPARATION

UTILITY	UGE/T/C	WATER	SEWER	GAS	STORMWATER
UGE/T/C	-	6'	5'	4'	6'
WATER	6'	-	5*	6'	3'
SEWER	5'	5*	-	5'	10'
GAS	4'	6'	5'	-	3'
STORMWATER	6'	3'	10'	3'	-

*PERMISSIBLE ONLY IF SEWER IS LAID MIN. 18" BELOW WATER SERVICE; OTHERWISE, 10' OF HORIZONTAL SEPARATION MUST BE MAINTAINED.

AS-BUILT DRAWING NOTES:

- AS-BUILT DATA AND FINAL LOCATIONS ARE AS SPECIFIED PER EASTERN EXCAVATION, INC. (CONTRACTOR) & CLIENT (STROUDWATER DEVELOPMENT PARTNERS, LLC.). CONTRACTOR TO MAINTAIN LIABILITY OF FINAL LOCATION OF ALL SITE PLAN COMPONENTS.
- AS-BUILT PLANS PREPARED BY ACORN ENGINEERING, INC. FOR STREET ACCEPTANCE PERMIT APPLICATION THROUGH THE CITY OF PORTLAND DEPARTMENT OF PUBLIC WORKS.

ISSUED FOR

DPW REVIEW

CITY COMMENTS

FM REVIEW

UTILITIES REVIEW

PWD ATS

CONSTRUCTION

MEANS AGREEMENT

AS-BUILT

AS-BUILT STREET ACCEPTANCE

AS-BLT DPW REV

AS-BLT DPW REV

BY

DATE

WHS

11/27/17

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11/27/17

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11/27/17

PROJECT NAME

BLACK SPARROW DRIVE - PLAN & PROFILE

STROUDWATER PRESERVE

CLIENT

STROUDWATER DEVELOPMENT PARTNERS, LLC

KENNEBUNK, MAINE 04043

ENGINEERING, INC.

ACORN ENGINEERING, INC.

158 DANFORTH ST. PORTLAND, MAINE 04102

(207) 775-2655

FILE:

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JN:

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SCALE:

AS NOTED

DESIGNED BY:

ODJ

DRAWN BY:

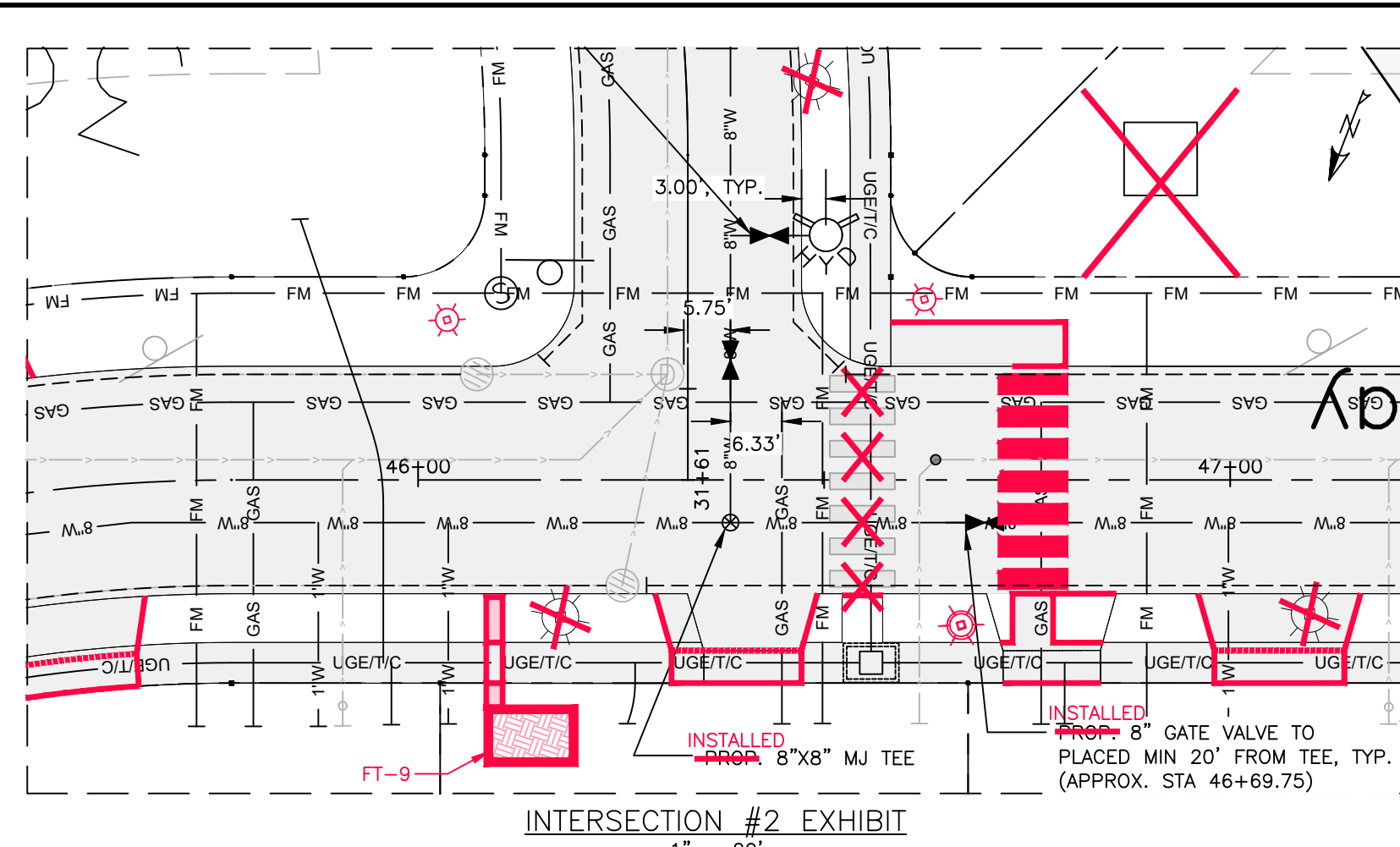
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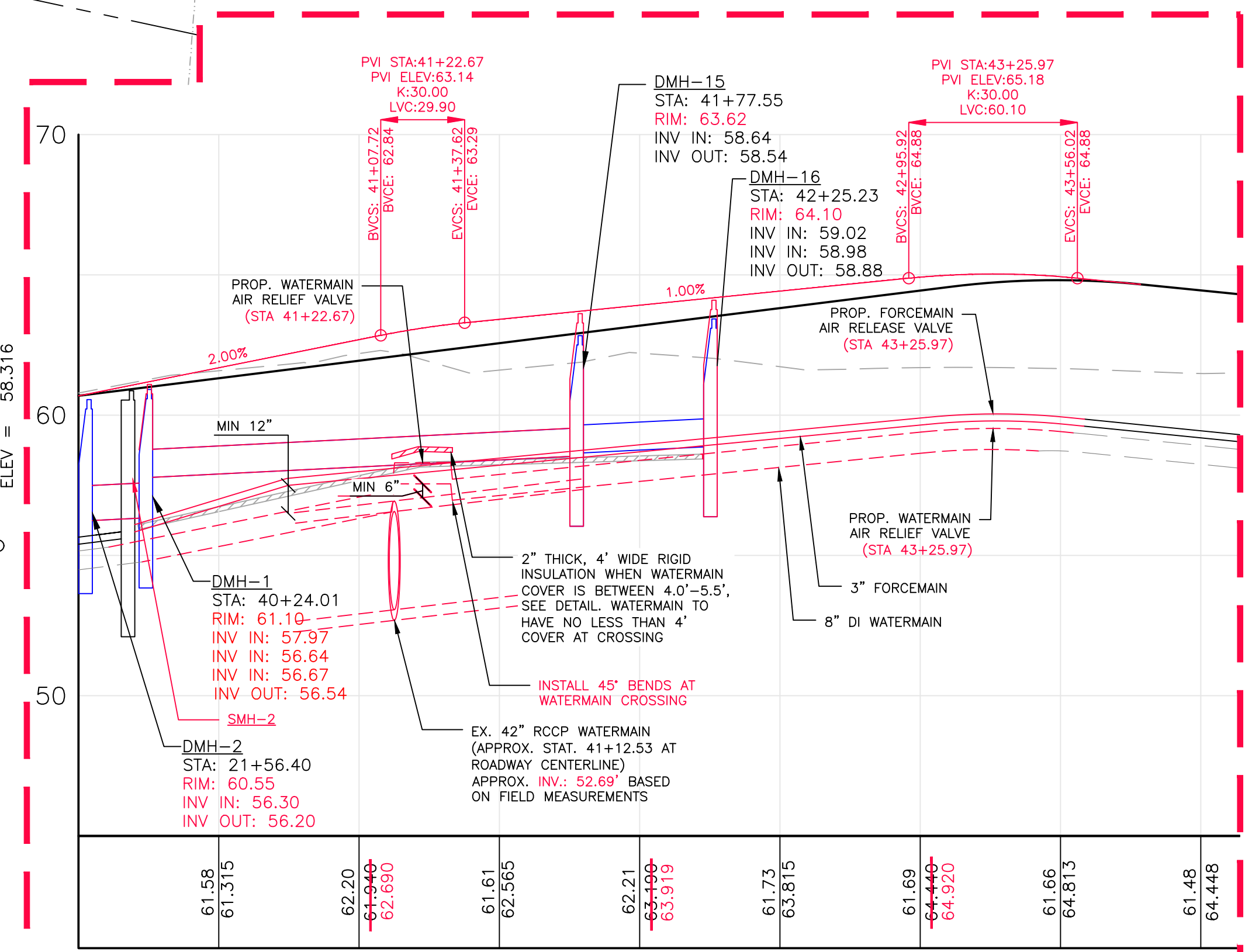
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AS-BUILT DRAWING NOTES:

1. AS-BUILT DATA AND FINAL LOCATIONS ARE AS SPECIFIED PER EASTERN EXCAVATION, INC (CONTRACTOR) & CLIENT (STROUDWATER DEVELOPMENT PARTNERS, LLC.). CONTRACTOR TO MAINTAIN LIABILITY OF FINAL LOCATION OF ALL SITE PLAN COMPONENTS.
2. AS-BUILT PLANS PREPARED BY ACORN ENGINEERING, INC. FOR STREET ACCEPTANCE PERMIT APPLICATION THROUGH THE CITY OF PORTLAND DEPARTMENT OF PUBLIC WORKS.

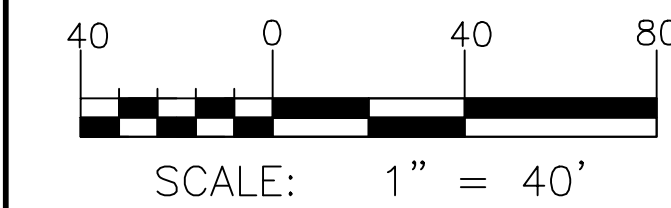


CENTERLINE ALIGNMENT - 2 (PHASE I)
HORIZONTAL SCALE 1"=50'
VERTICAL SCALE 1"=5'

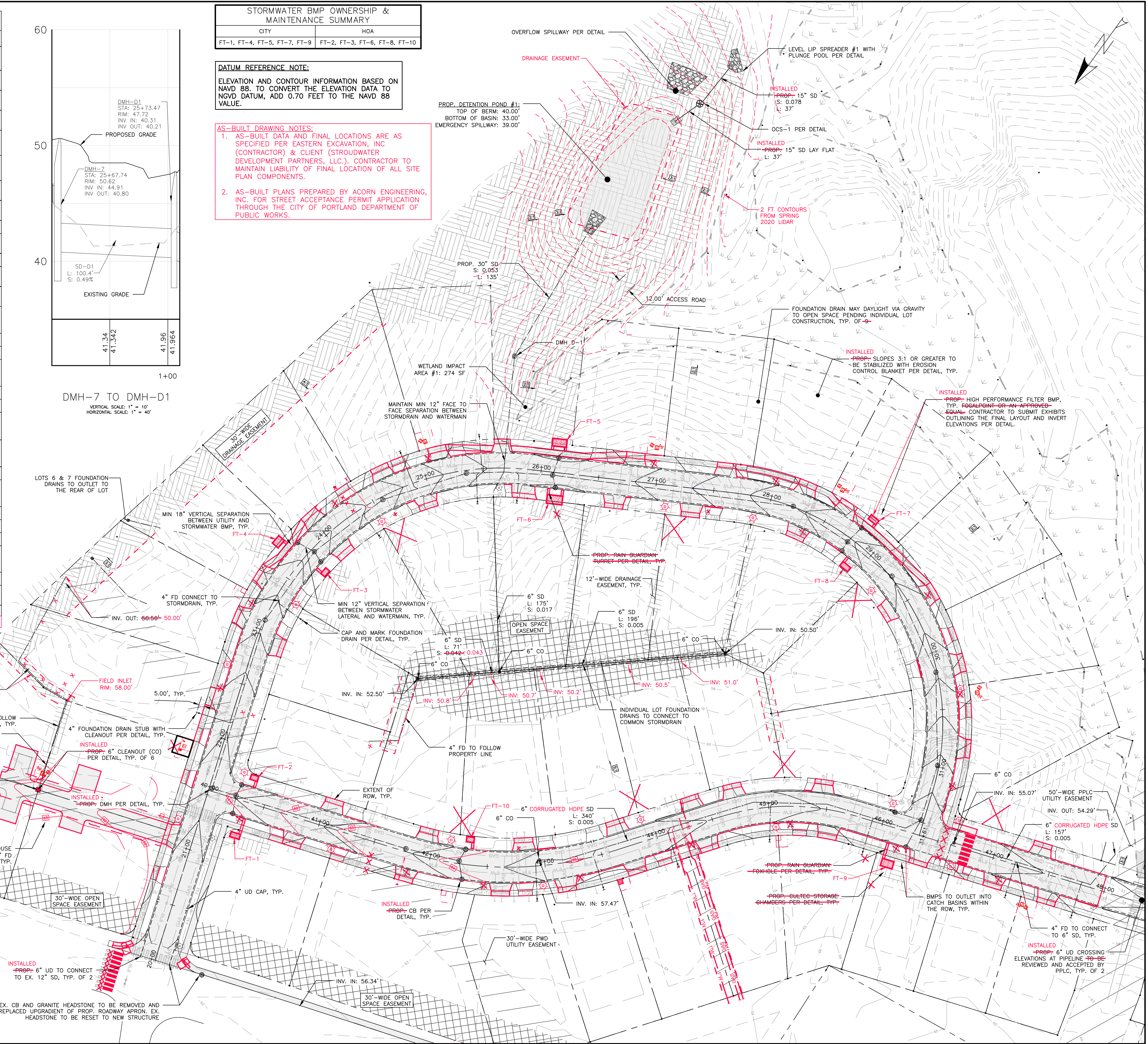
STRUCTURE TABLE					
NAME	DIA	RIM	INV. IN / PIPE (SIZE)	INV. OUT / PIPE (SIZE)	STA / OFFSET
CB-1	48"	60.82' 60.62' 57.91' 57.74'	56.82' / UD (6") 56.82' / UD (6") 57.91' / FT-1 (6")	56.72' / SD-1 (12") 56.52'	40+25.96 / 13.00 (R)
CB-2	48"	60.82' 60.62' 57.90' 57.74'	56.82' / UD (6") 56.82' / UD (6") 57.90' / FT-2 (6")	56.72' / SD-2 (12") 56.52'	40+26.05 / -13.00 (L)
CB-3	48"	55.35'	51.35' / UD (6") 52.29' / FT-4 (6")	51.25' / SD-6 (12")	23+78.56 / -12.99 (L)
CB-4	48"	55.32'	51.32' / UD (6") 51.96' / FT-3 (6")	51.22' / SD-7 (12")	23+79.84 / 13.00 (R)
CB-5	48"	49.93'	45.93' / UD (6") 45.93' / UD (6") 46.46' / FT-6 (6")	45.83' / SD-12 (12")	26+13.88 / 13.00 (R)
CB-6	48"	49.93'	45.93' / UD (6") 45.93' / UD (6") 46.46' / FT-5 (6")	45.83' / SD-13 (12")	26+13.88 / -13.00 (L)
CB-7	48"	54.52'	50.52' / UD (6") 51.29' / FT-8 (6")	50.42' / SD-16 (12")	28+77.48 / 13.00 (R)
CB-8	48"	54.54'	50.54' / UD (6") 51.29' / FT-7 (6")	50.44' / SD-17 (12")	28+78.92 / -13.00 (L)
CB-9	48"	61.98'	57.98' / UD (6")	57.88' / SD-22 (12")	46+07.22 / -13.00 (L)
CB-10	48"	61.80'	57.80' / UD (6") 58.71' / FT-9 (6")	57.70' / SD-23 (12")	46+25.14 / 13.00 (R)
CB-11	48"	63.17'	59.17' / UD (6")	59.07' / SD-26 (12")	42+29.66 / 13.00 (R)
CB-12	48"	63.18'	59.18' / UD (6") 59.96' / FT-10 (6")	59.08' / SD-27 (12")	42+29.66 / -13.00 (L)
CB-A	48"	61.40'	55.59' / 4" FD 55.59' / (12" CMP)	55.33' / (12" CMP)	20+00.00 / 44.63 (R)
DMH-1	48"	61.12' 60.92' 59.61' 59.44'	57.97' / SD-24 (12") 56.64' / SD-1 (12") 56.67' / SD-2 (12")	56.54' 56.34'	40+24.01 / -2.50 (L)
DMH-2	48"	59.61' 59.41' 56.30' 56.14'	56.30' / SD-3 (15") 56.14' / SD-4 (15")	56.20' 56.14'	21+56.40 / 2.50 (R)
DMH-3	48"	57.65'	53.57' / SD-4 (15")	51.47' / SD-5 (15")	23+08.91 / 0.70 (R)
DMH-4	48"	55.55'	49.98' / SD-5 (15") 51.16' / SD-6 (12") 51.17' / SD-7 (12")	49.88' / SD-8 (18")	23+82.60 / 2.96 (R)
DMH-5	48"	53.49'	46.72' / SD-8 (18")	46.62' / SD-9 (18")	24+57.98 / 2.50 (R)
DMH-6	48"	51.37'	45.17' / SD-9 (18")	45.07' / SD-10 (18")	25+34.96 / 2.61 (R)
DMH-7	60"	50.62'	44.91' / SD-10 (18") 43.80' / SD-11 (24") 46.55' / 6" SD	40.80' / SD-D1 (30")	25+67.74 / 3.47 (R)
DMH-8	48"	50.25'	45.75' / SD-13 (12") 45.77' / SD-12 (12") 44.09' / SD-14 (18")	43.99' / SD-11 (24")	26+10.27 / 2.56 (R)
DMH-9	48"	53.74'	46.91' / SD-15 (18")	46.81' / SD-14 (18")	28+20.16 / -0.34 (L)
DMH-10	48"	54.77'	48.40' / SD-18 (15") 50.35' / SD-17 (12") 50.37' / SD-16 (12")	48.30' / SD-15 (18")	28+76.55 / 3.95 (R)
DMH-11	48"	55.82'	49.71' / SD-19 (15")	49.61' / SD-18 (15")	29+25.27 / -1.11 (L)
DMH-12	48"	57.81'	51.76' / SD-20 (15")	51.66' / SD-19 (15")	30+17.24 / 1.10 (R)
DMH-13	48"	60.25'	54.93' / SD-21 (15")	54.83' / SD-20 (15")	30+98.81 / 1.25 (R)
DMH-14	48"	61.69'	57.74' / SD-22 (12") 57.58' / SD-23 (12") 55.77' / SD-28 6" SD	55.67' / SD-21 (15")	31+48.23 / 2.50 (R)
DMH-15	48"	63.62' 62.82' 64.10'	58.64' / SD-25 (12") 58.64' / SD-24 (12")	58.54' / SD-24 (12")	41+77.55 / -2.50 (L)
DMH-16	48"	63.43' 62.43' 64.10'	59.02' / SD-27 (12") 58.98' / SD-26 (12")	58.88' / SD-25 (12")	42+25.23 / -2.50 (L)
DMH-D1	48"	47.00'	40.31' / SD-D1 (30")	40.21' / SD (30")	

*PER AS-BUILT DRAWING NOTE 1, CASCO TRAPS HAVE BEEN INSTALLED IN CATCH BASINS WITHIN ROW.

- GENERAL NOTES:
- ALL WORK WITHIN THE CITY STREET RIGHT OF WAY SHALL MEET CITY OF PORTLAND TECHNICAL MANUAL STANDARDS.
 - CONTRACTOR SHALL ENSURE THAT UNDERDRAINS ARE CONSTRUCTED WITH POSITIVE OUTLET.
 - REFER TO THE STORMWATER REPORT FOR STORMWATER AND SURFACE ANALYSIS.
 - REFER TO SHEET C-47 FOR ADDITIONAL INVERT INFORMATION AND STRUCTURE SCHEDULES FOR DETENTION PONDS.
 - CONTRACTOR TO FLAG EDGE OF WETLANDS PRIOR TO EARTHWORKING. EDGE OF WETLAND IMPACTS TO BE DELINEATED BY ONE ROW OF STUMP GRINDINGS AND ONE ROW OF SILT FENCE. REFER TO THE DEMOLITION, CONSTRUCTION MANAGEMENT, & EROSION CONTROL PLAN (C-03) AND EROSION & SEDIMENTATION CONTROL DETAILS.



AS-BUILT DRAWING



STORMWATER BMP OWNERSHIP & MAINTENANCE SUMMARY

QTY	HOA
FT-1, FT-4, FT-5, FT-7, FT-9	FT-2, FT-3, FT-6, FT-8, FT-10

DATUM REFERENCE NOTE:
ELEVATION AND CONTOUR INFORMATION BASED ON NAVD 88. TO CONVERT THE ELEVATION DATA TO NGVD DATUM, ADD 0.70 FEET TO THE NAVD 88 VALUE.

AS-BUILT DRAWING NOTES:
1. AS-BUILT DATA AND FINAL LOCATIONS ARE AS SPECIFIED PER EASTERN EXCAVATION, INC (CONTRACTOR) & CLIENT (STROUDWATER DEVELOPMENT PARTNERS, LLC.). CONTRACTOR TO MAINTAIN LIABILITY OF FINAL LOCATION OF ALL SITE PLAN COMPONENTS.
2. AS-BUILT PLANS PREPARED BY ACORN ENGINEERING, INC. FOR STREET ACCEPTANCE PERMIT APPLICATION THROUGH THE CITY OF PORTLAND DEPARTMENT OF PUBLIC WORKS.

ISSUED FOR

FINAL APP	WHS
DPW REVIEW	WHS
CITY COMMENTS	WHS
UTILITIES REVIEW	WHS
CONSTRUCTION	WHS
MEANS AGREEMENT	WHS
AS BUILT-STREET ACCEPTANCE	WHS
AS-BLT DPW REV	WHS
AS-BLT DPW REV	WHS
AS-BLT DPW REV	WHS

GRADING & DRAINAGE PLAN - PHASE I

STROUDWATER PRESERVE

1700 WESTBROOK STREET PORTLAND, MAINE 04102

STROUDWATER DEVELOPMENT PARTNERS, LLC

ONE CITY CENTER PORTLAND, MAINE 04101

ACORN ENGINEERING, INC.

ACORN ENGINEERING, INC. 1700 WESTBROOK STREET PORTLAND, MAINE 04102 (207) 775-2855

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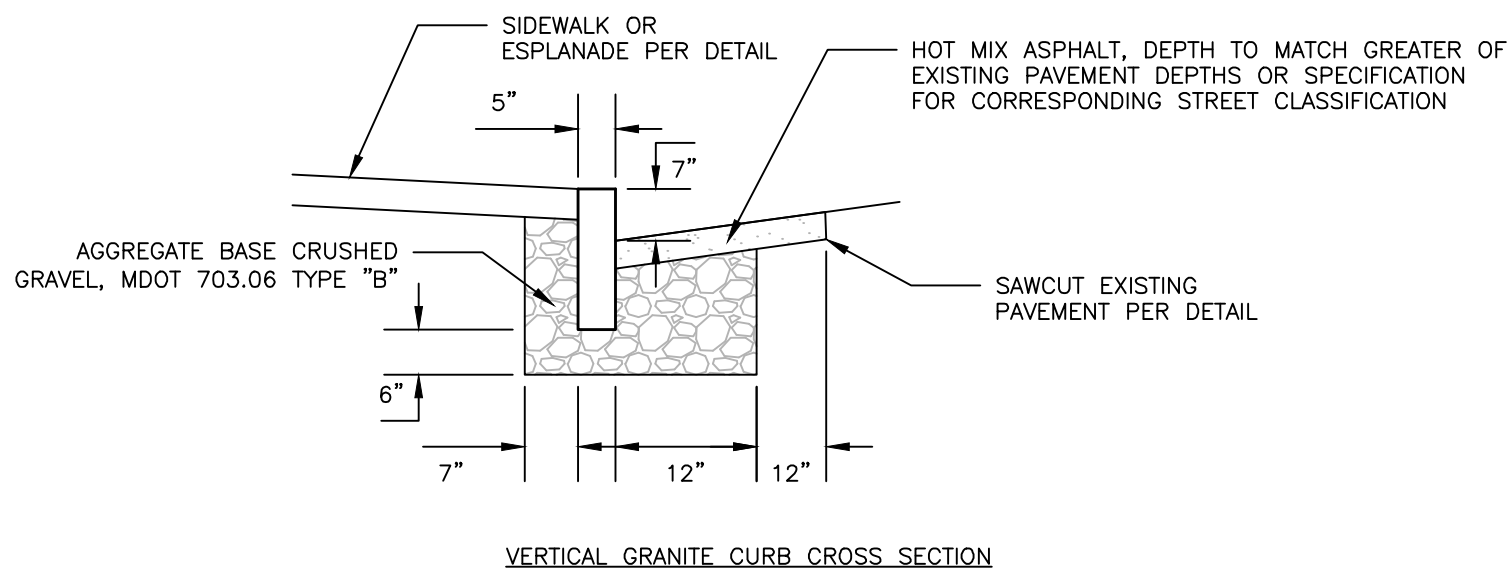
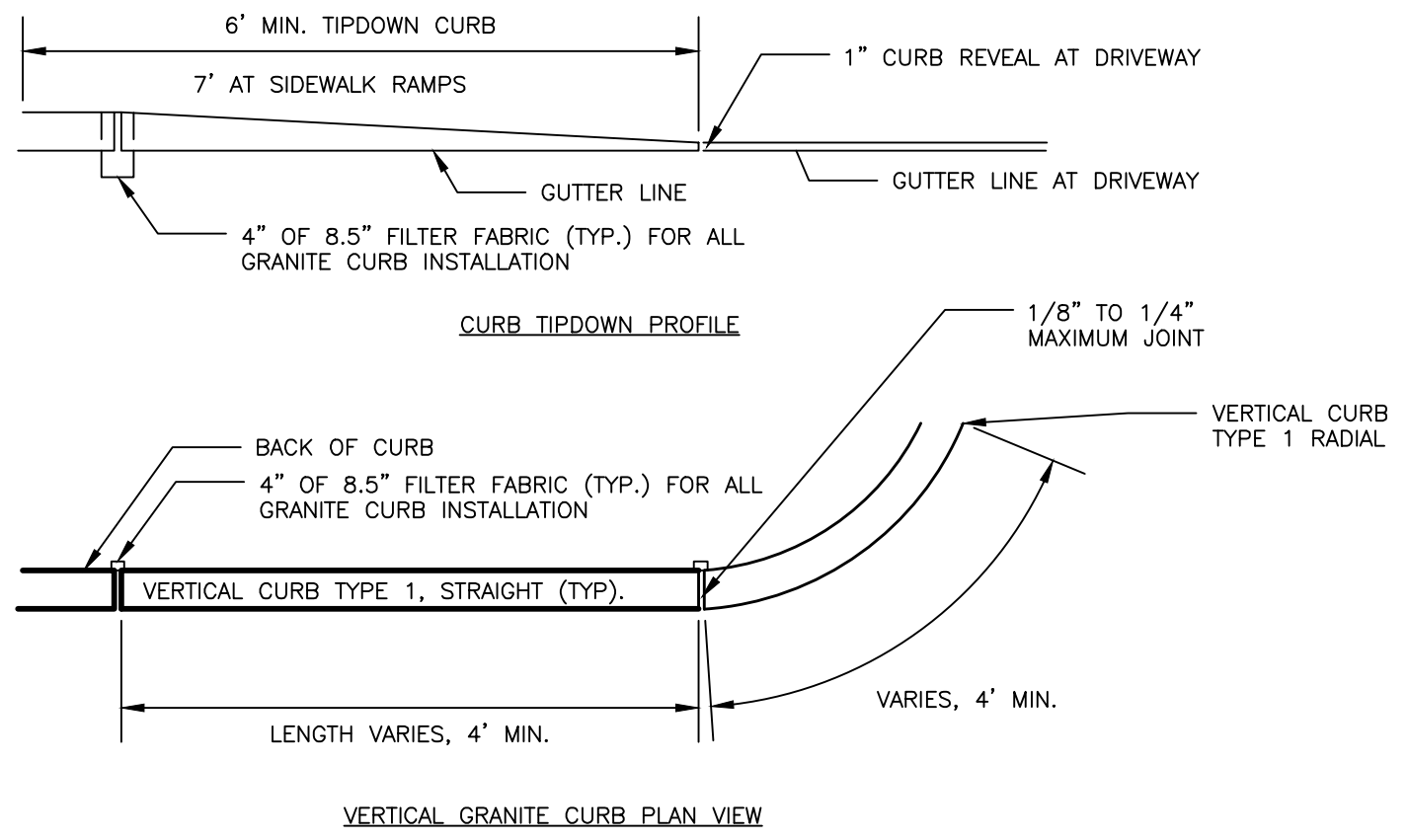
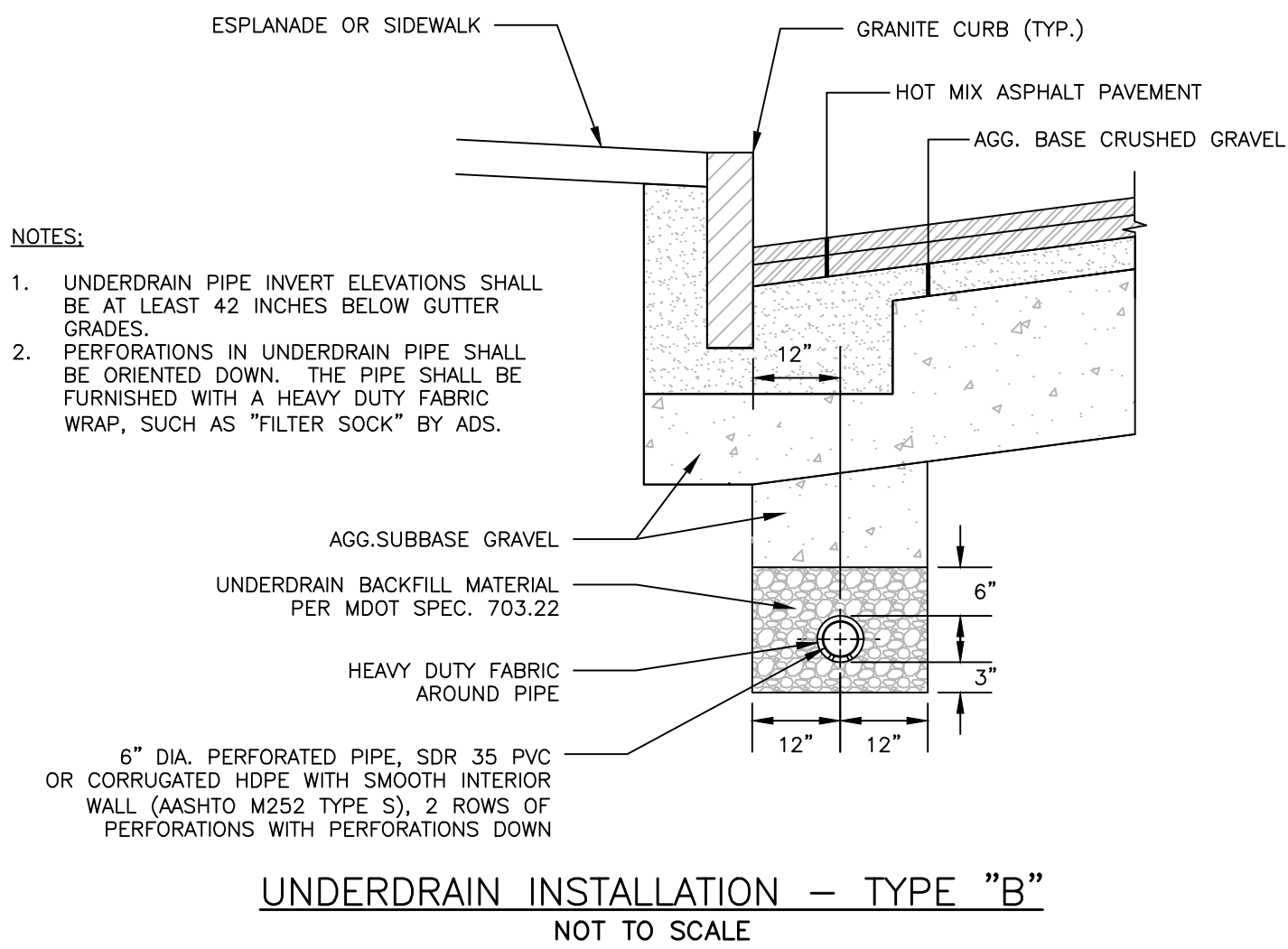
SCALE: AS NOTED

DESIGNED BY: OJD

DRAWN BY: FRT

CHECKED BY: WHS

DRAWING NO. C-31

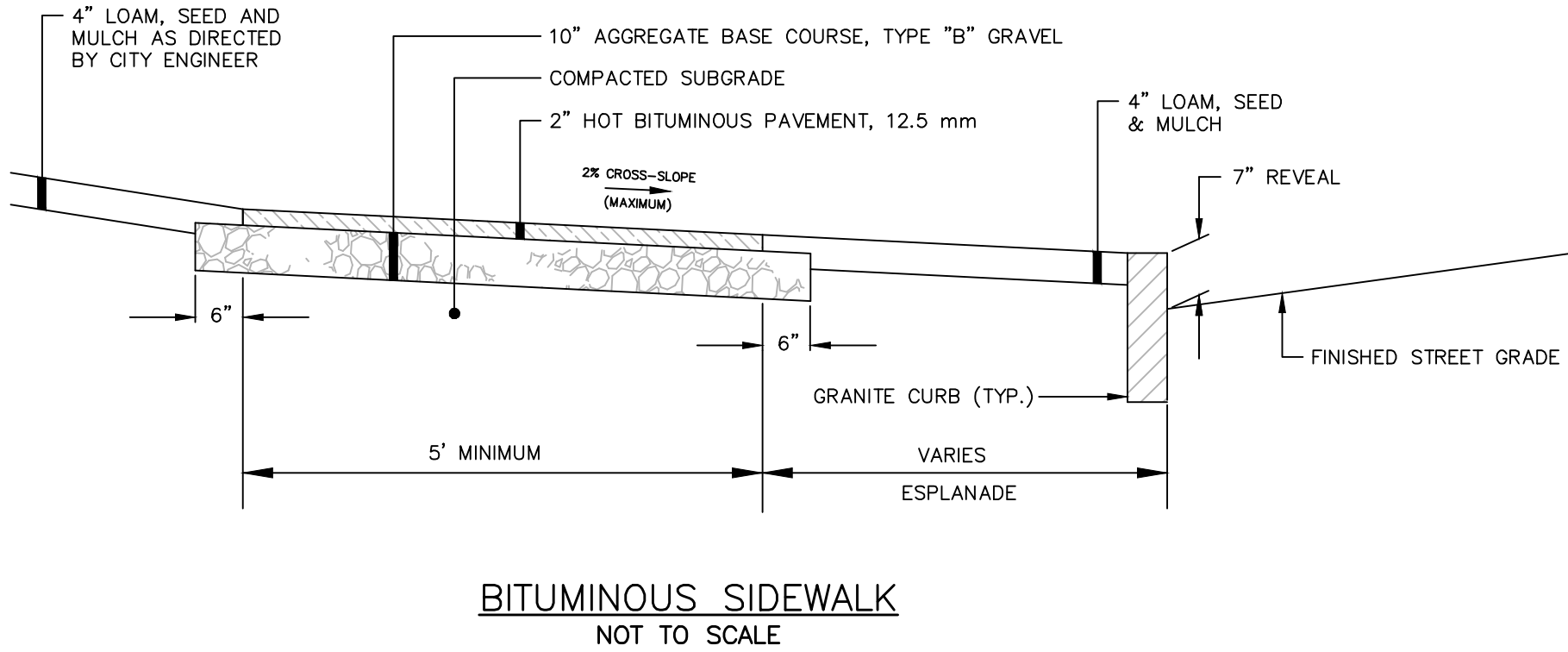


VERTICAL GRANITE CURB AND TIPDOWN INSTALLATION

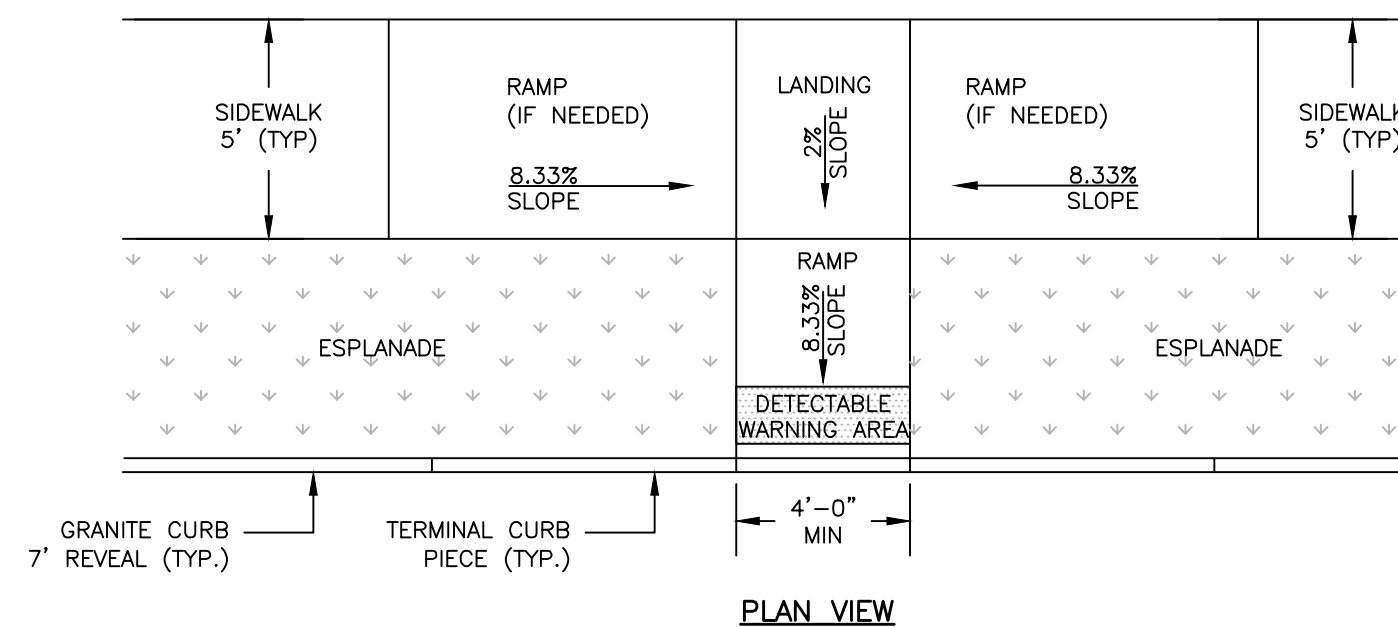
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NOTE:

COMPACT SUBGRADE TO 95% MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D-1557



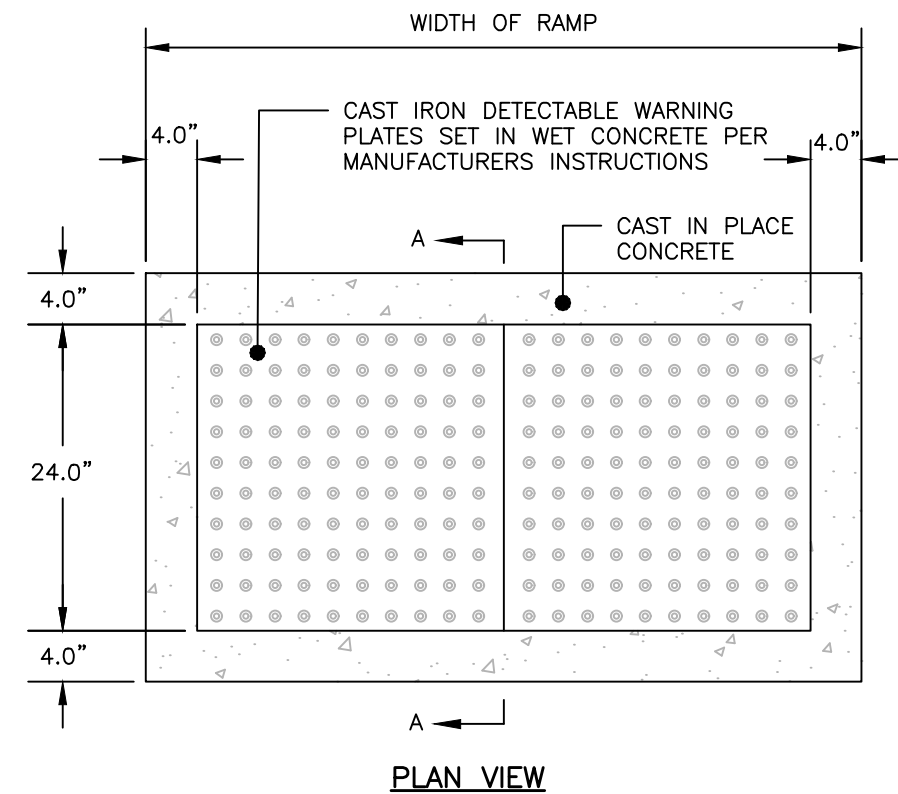
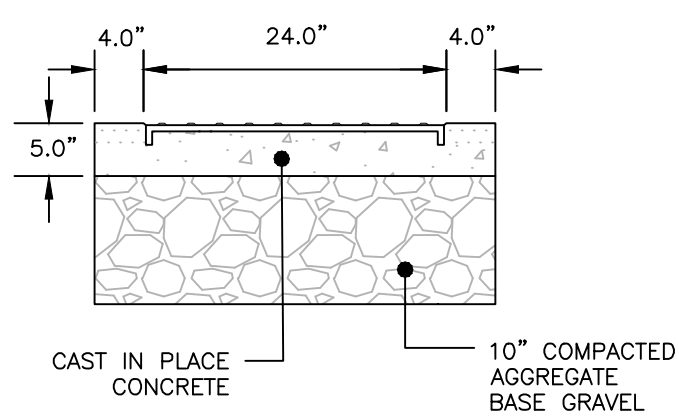
- NOTES:
- ALL RAMPS SHALL COMPLY WITH ADA STANDARDS TO THE GREATEST EXTENT PRACTICAL.
 - GRANITE CURB ADJACENT TO LANDING SHALL BE FLUSH WITH STREET.
 - SIDEWALK MATERIAL PER CITY SIDEWALK MATERIAL POLICY.



PERPENDICULAR ADA RAMP LAYOUT FOR NARROW SIDEWALK WITH ESPLANADE

NOT TO SCALE

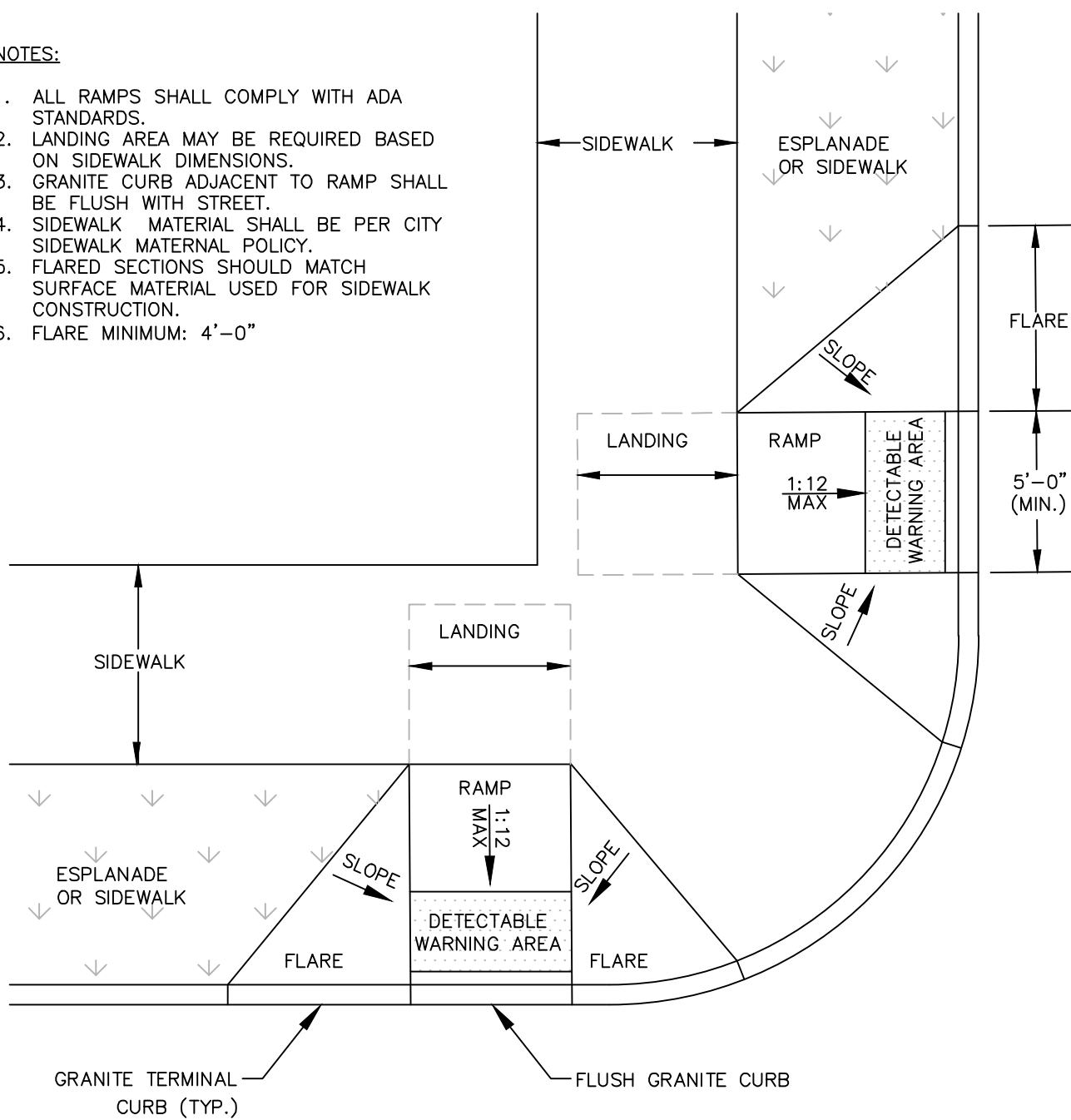
- NOTES:
- ALL DETECTABLE WARNING PLATES SHALL BE UNCOATED CAST IRON. FOLLOW MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION.
 - CAST IN PLACE CONCRETE SHALL MEET SPECIFICATIONS FOR MDT CLASS A STRUCTURAL CONCRETE. MINIMUM COMPRESSIVE STRENGTH 4,000 PSI. THE EXPOSED CONCRETE BORDER SHALL RECEIVE A UNIFORM BROOM FINISH PERPENDICULAR TO THE FLOW OF PEDESTRIAN TRAFFIC.
 - TRUNCATED DOMES SHALL BE ALIGNED IN ROWS, PARALLEL AND PERPENDICULAR TO THE PREDOMINANT DIRECTION OF TRAVEL. TRUNCATED DOME BRICKS AND GRANITE PAVERS ARE NOT ALLOWED.
 - SIZE: THE DETECTABLE WARNING PLATES SHALL EXTEND 24 INCHES MINIMUM IN THE DIRECTION OF TRAVEL AND THE FULL WIDTH OF THE CURB RAMP, LANDING, OR BLENDED TRANSITION TO THE STREET.
 - ORIENTATION: THE DETECTABLE WARNING PANEL SHALL BE LOCATED SO THAT THE EDGE NEAREST THE CURB LINE IS 6 INCHES MINIMUM AND 8 INCHES MAXIMUM FORM THE CURB LINE. THE PANEL SHALL BE ORIENTED TO THE DIRECTION OF TRAVEL AS IDENTIFIED BY THE POINT OF EGRESS.



SIDEWALK RAMP DETECTABLE WARNING PANEL

NOT TO SCALE

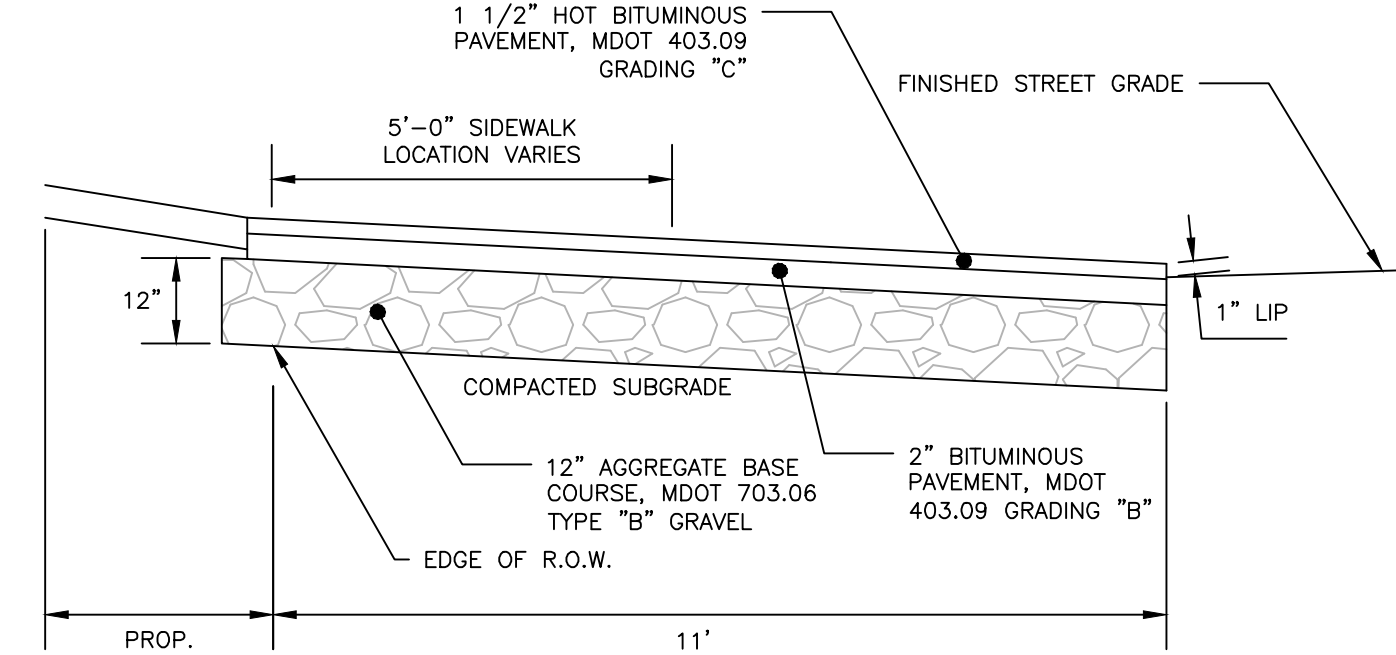
- NOTES:
- ALL RAMPS SHALL COMPLY WITH ADA STANDARDS.
 - LANDING AREA MAY BE REQUIRED BASED ON SIDEWALK DIMENSIONS.
 - GRANITE CURB ADJACENT TO RAMP SHALL BE FLUSH WITH STREET.
 - SIDEWALK MATERIAL SHALL BE PER CITY SIDEWALK MATERIAL POLICY.
 - FLARED SECTIONS SHOULD MATCH SURFACE MATERIAL USED FOR SIDEWALK CONSTRUCTION.
 - FLARE MINIMUM: 4'-0"



PREFERRED SIDEWALK RAMP LAYOUT AT INTERSECTION

NOT TO SCALE

- NOTES:
- PROVIDE 2% CROSS-SLOPE MAXIMUM ALONG PEDESTRIAN ACCESS ROUTE (5' MINIMUM)
 - COMPACT SUBGRADE TO 95% MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D-1557

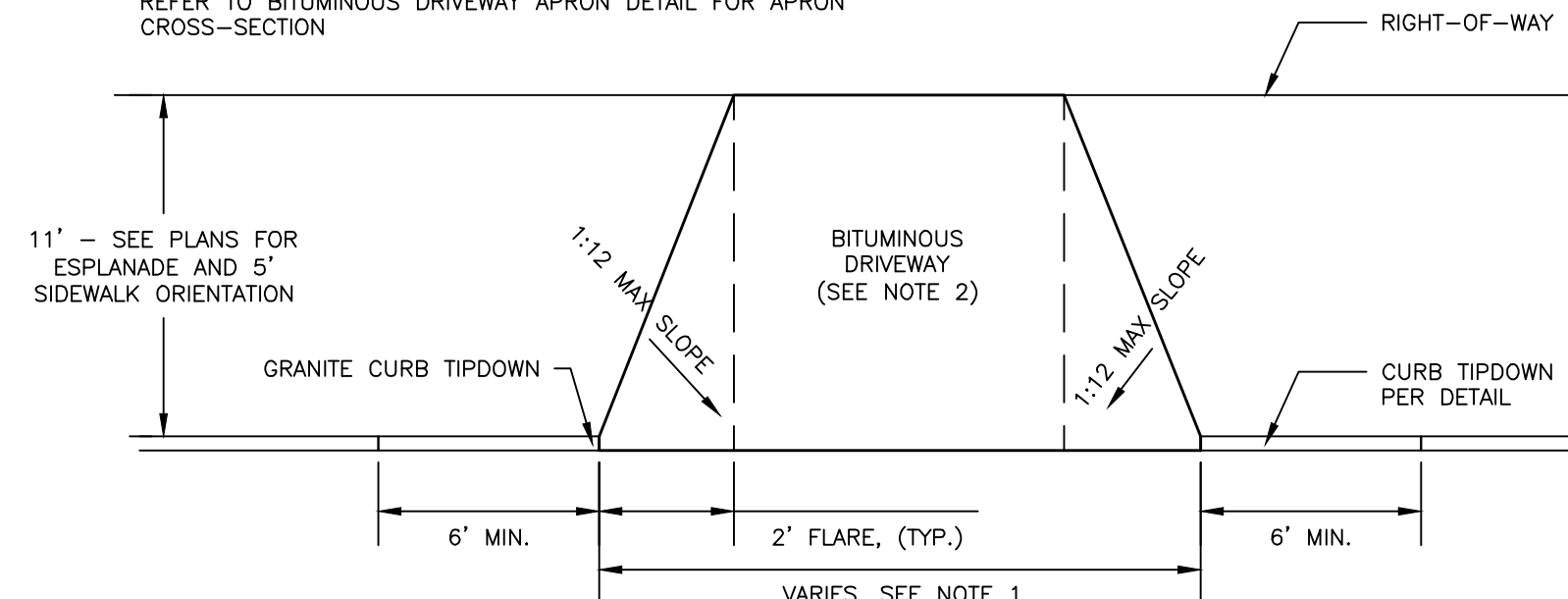


BITUMINOUS DRIVEWAY APRON DETAIL

NOT TO SCALE

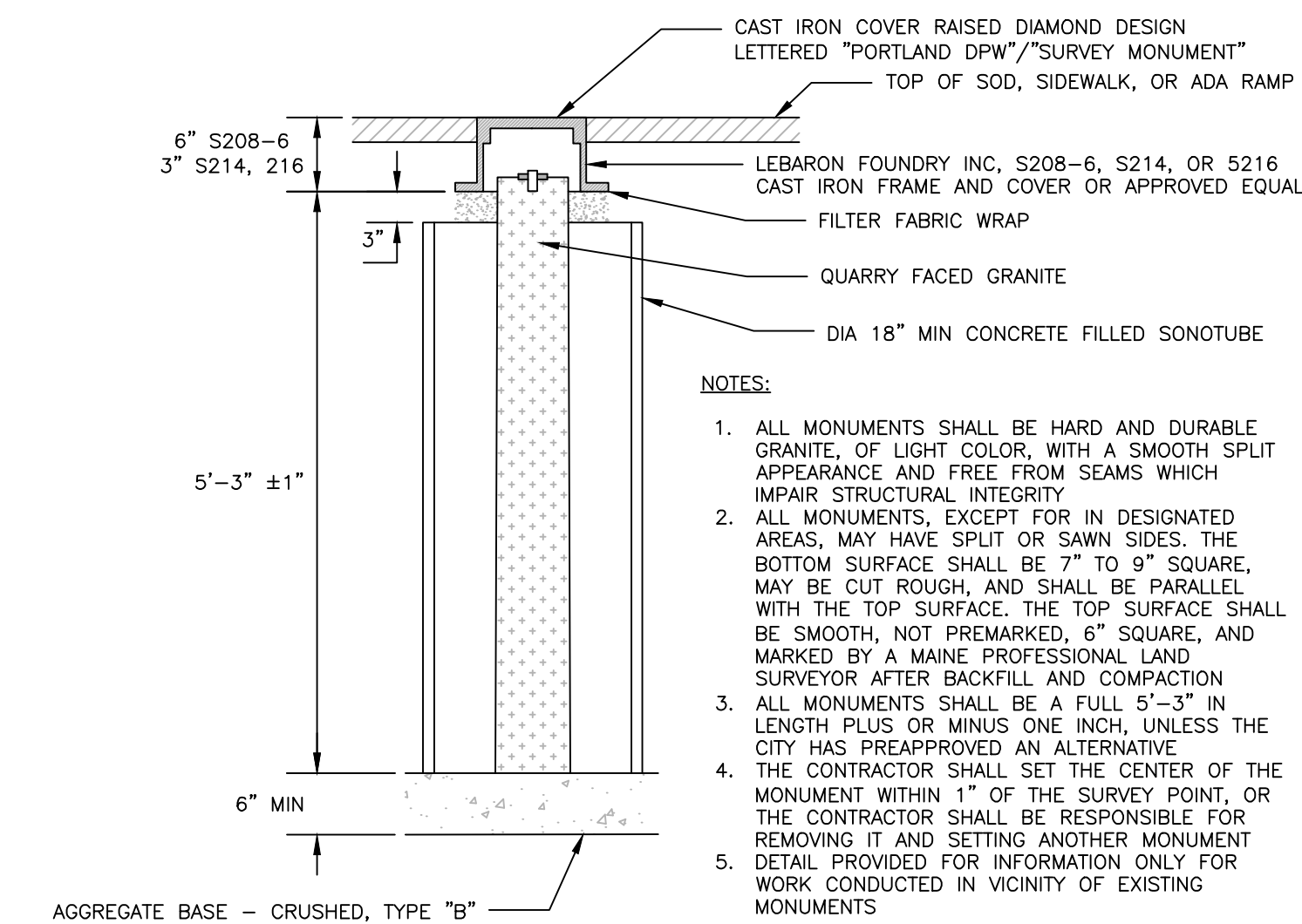
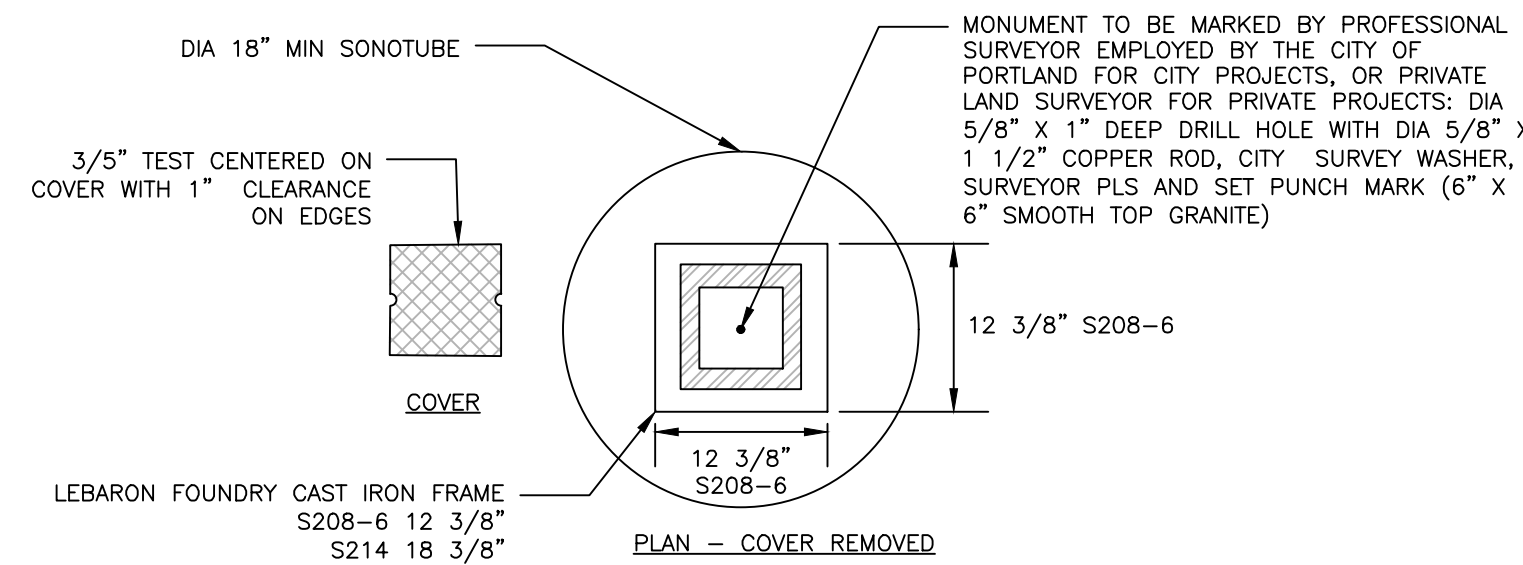
NOTE:

REFER TO BITUMINOUS DRIVEWAY APRON DETAIL FOR APRON CROSS-SECTION



DRIVEWAY APRON LAYOUT DETAIL

NOT TO SCALE



GRANITE STREET MONUMENT

NOT TO SCALE

AS-BUILT DRAWING

ISSUED FOR	BY
PRELIM. APP.	WHS
FINAL APP.	WHS
DPW REVIEW	WHS
CITY COMMENTS	WHS
CONSTRUCTION	WHS
AS-BLT DPW REV	WHS

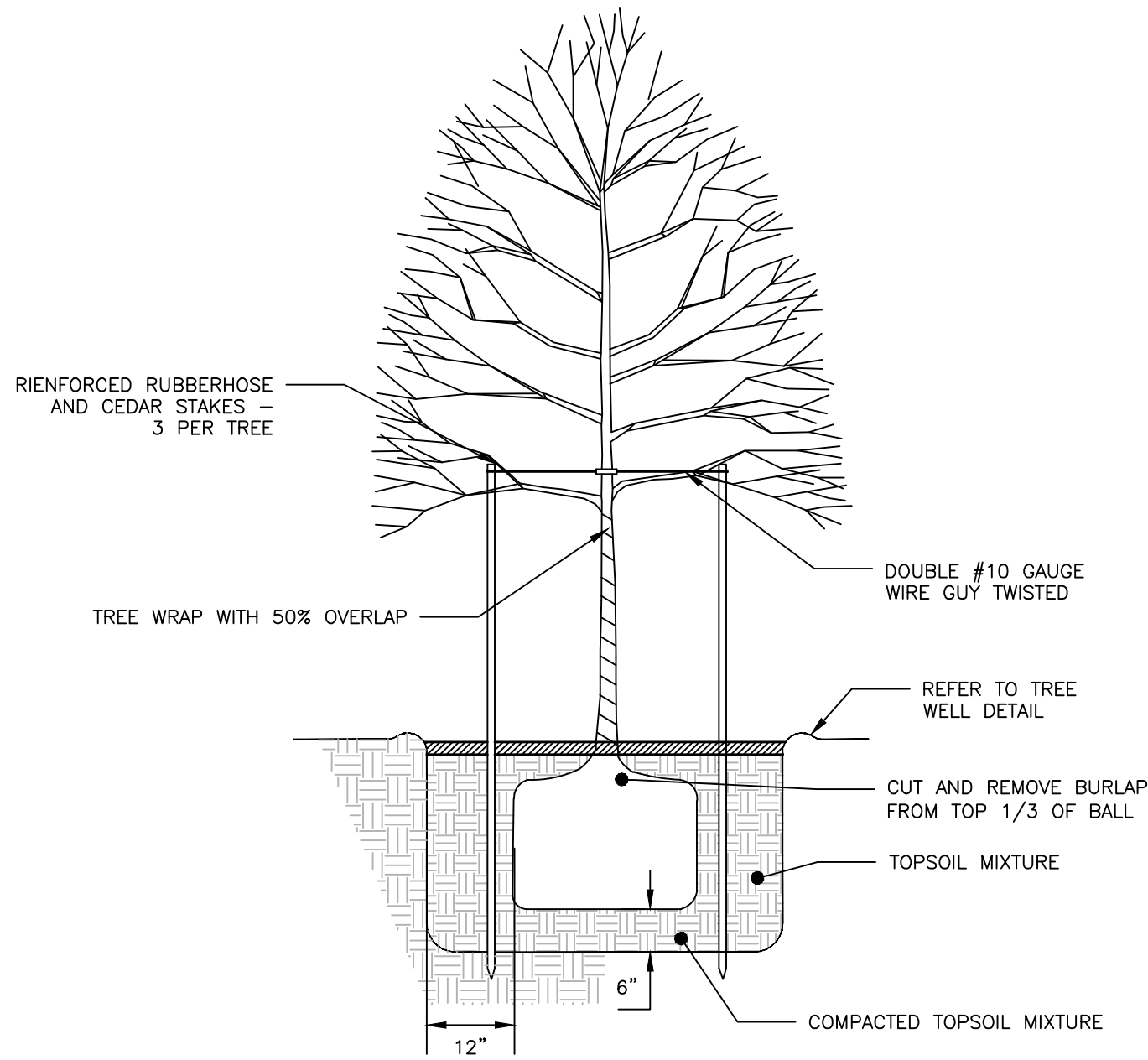
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DRAWING NAME	PROJECT NAME	CLIENT
KENNEBUNK, MAINE 04043		

ACORN ENGINEERING, INC.	ENGINEERING, INC.
158 DANFORTH ST., PORTLAND, MAINE 04102	
(207) 775-2655	

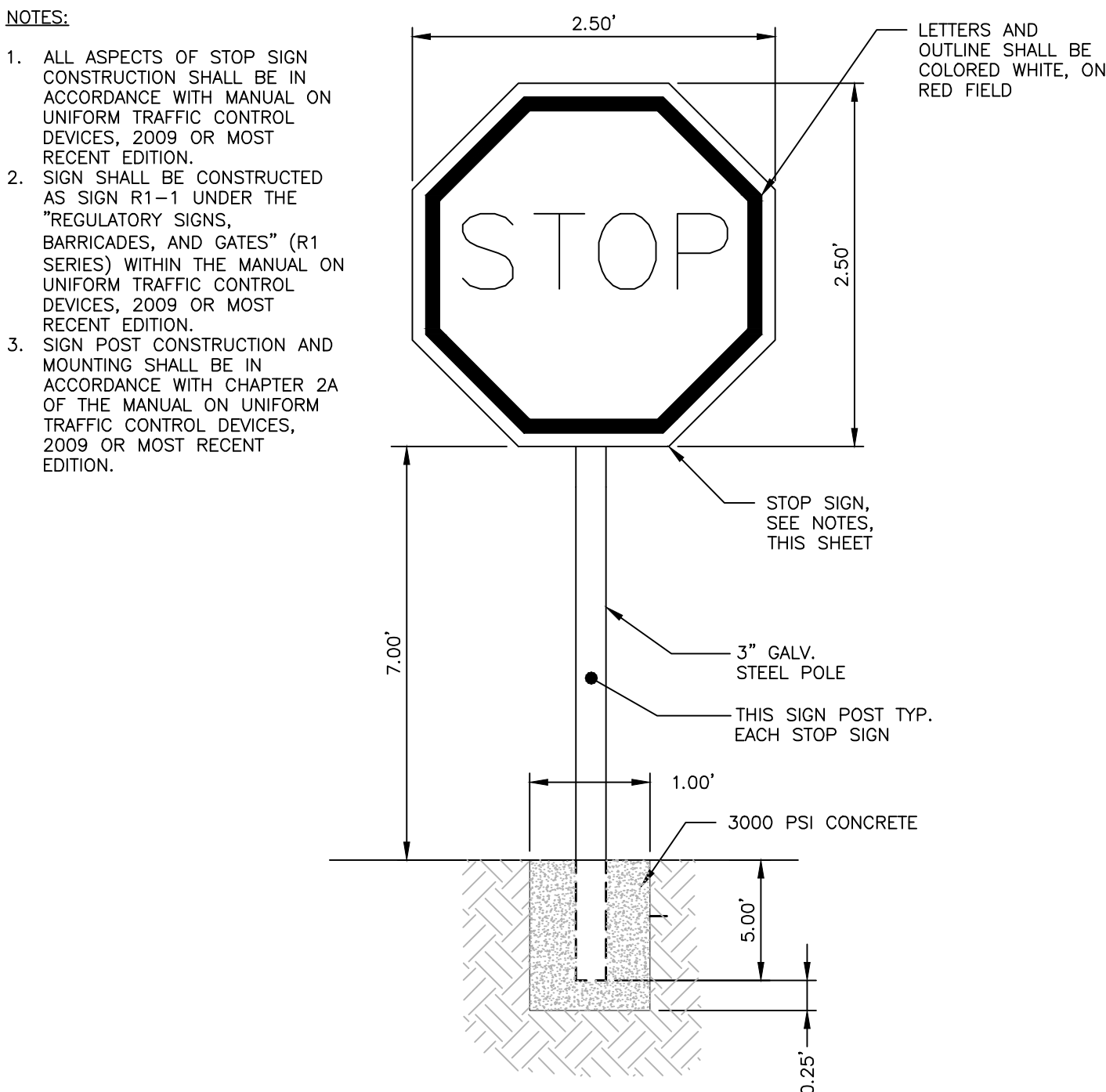
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JN:	1079
SCALE:	NTS
DESIGNED BY:	WHS
DRAWN BY:	SJL
CHECKED BY:	WHS

DRAWING NO.

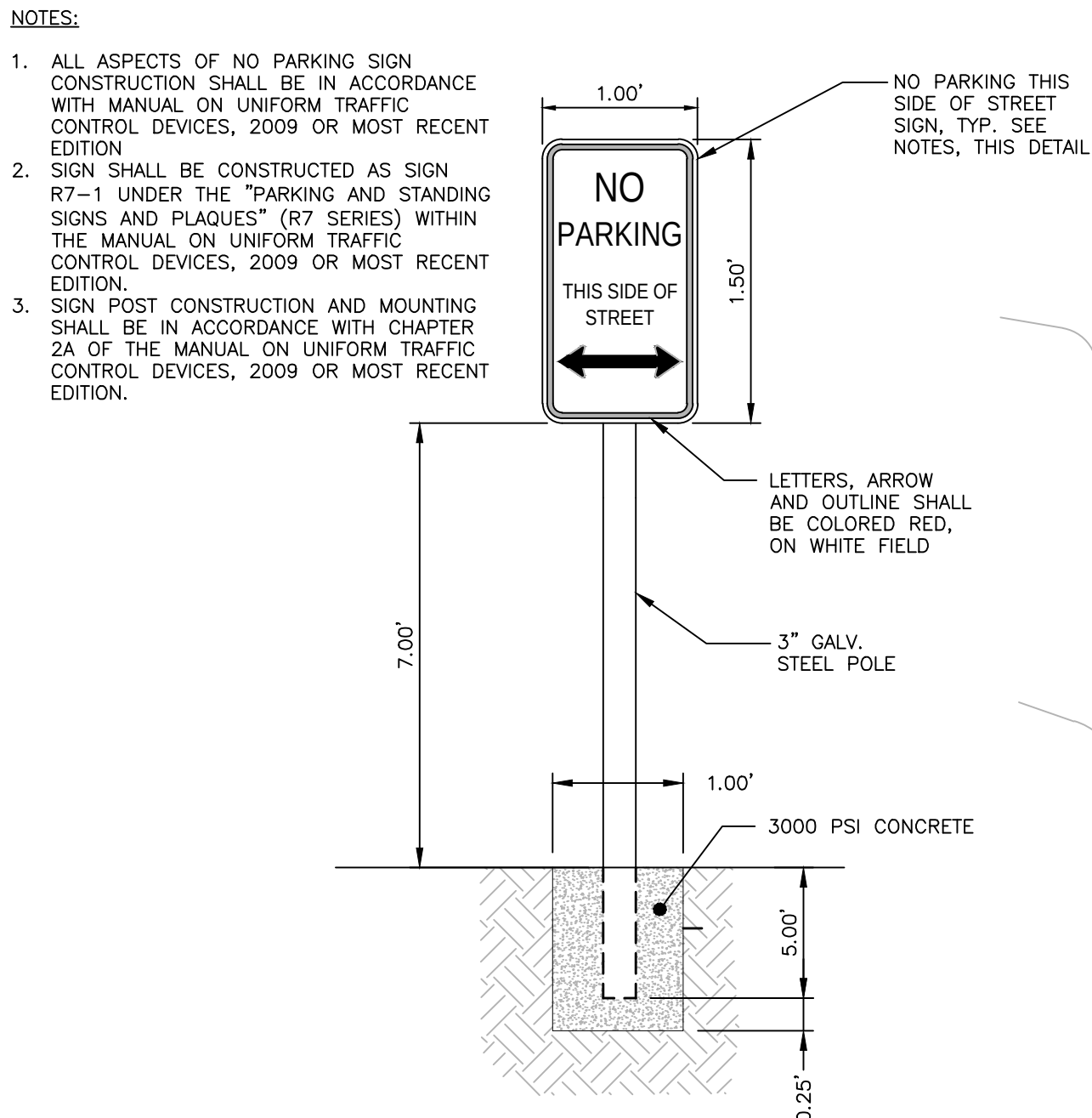
C-40



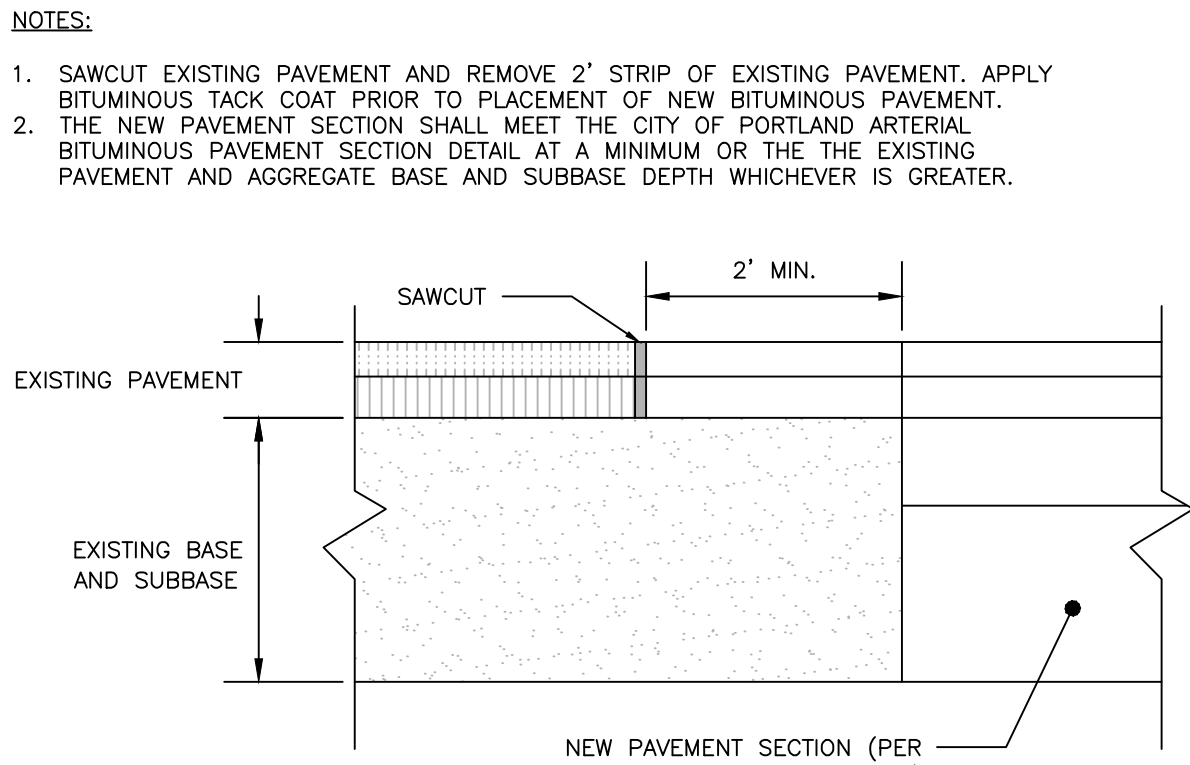
TREE PLANTING DETAIL
NOT TO SCALE



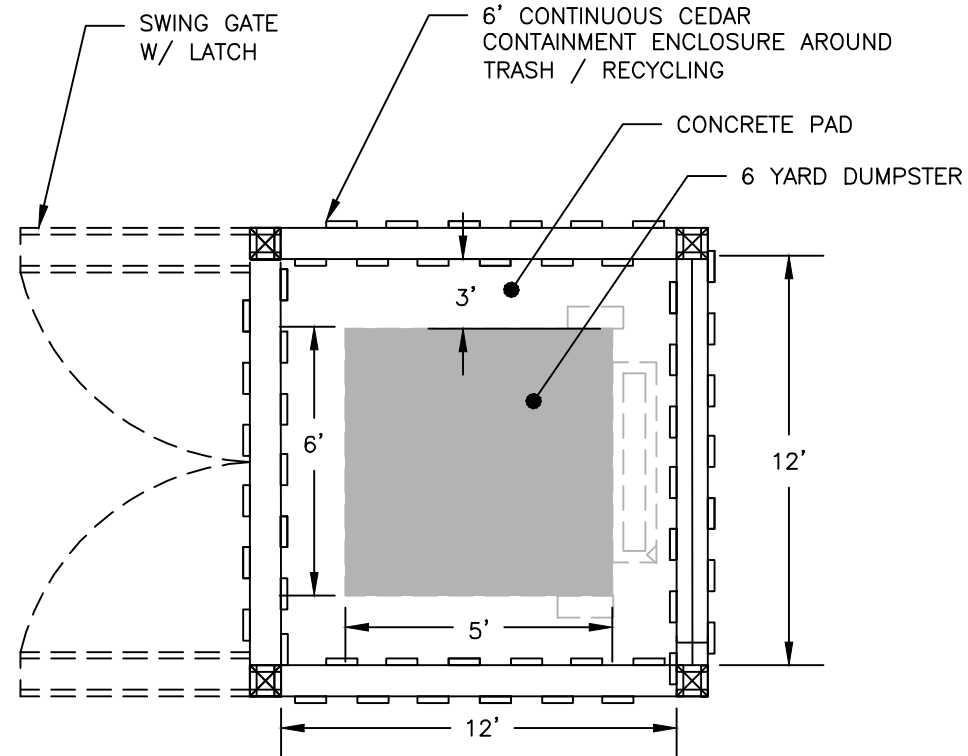
STOP SIGN DETAIL
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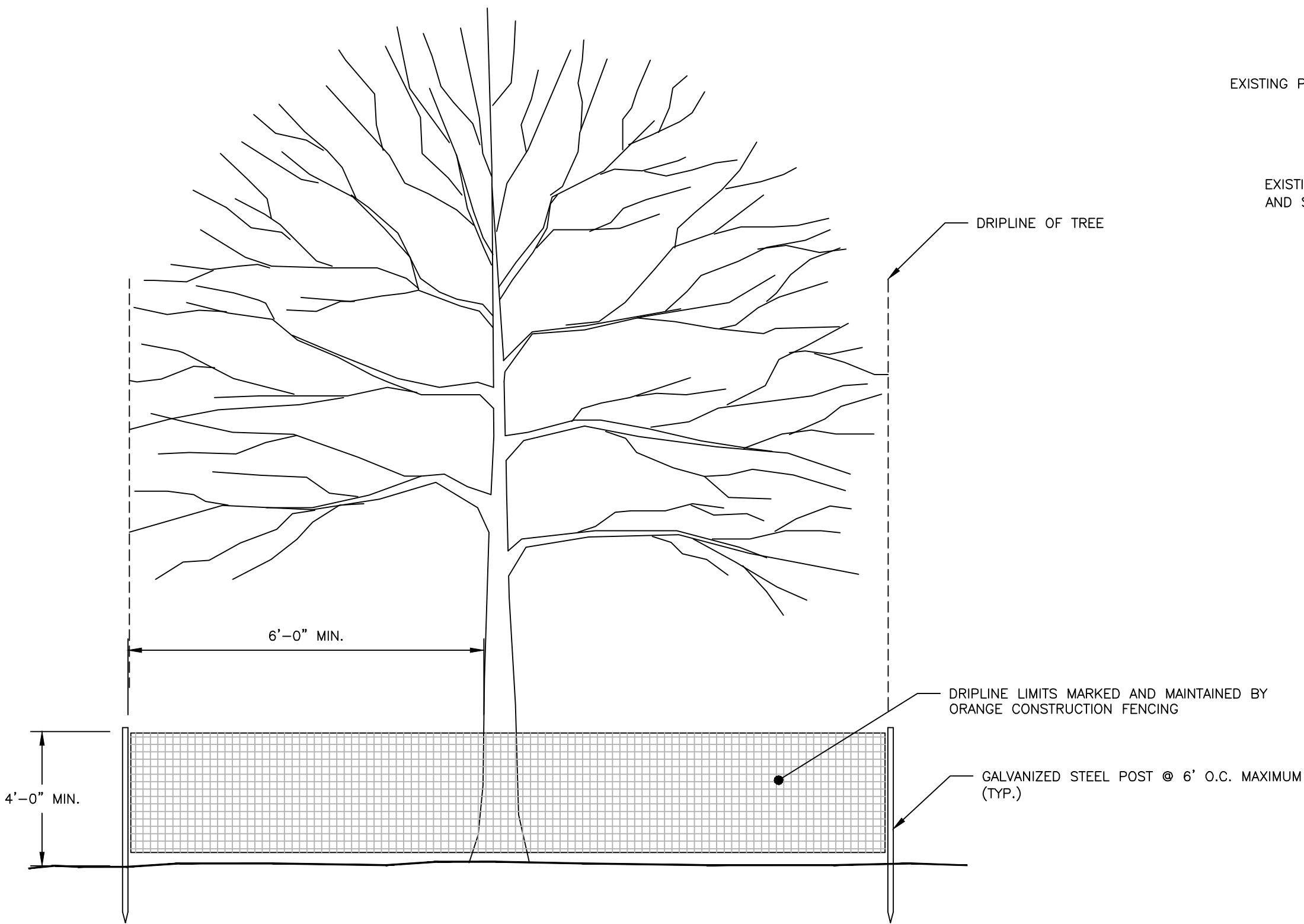
NO PARKING DETAIL
NOT TO SCALE



PAVEMENT SAWCUT DETAIL
NOT TO SCALE

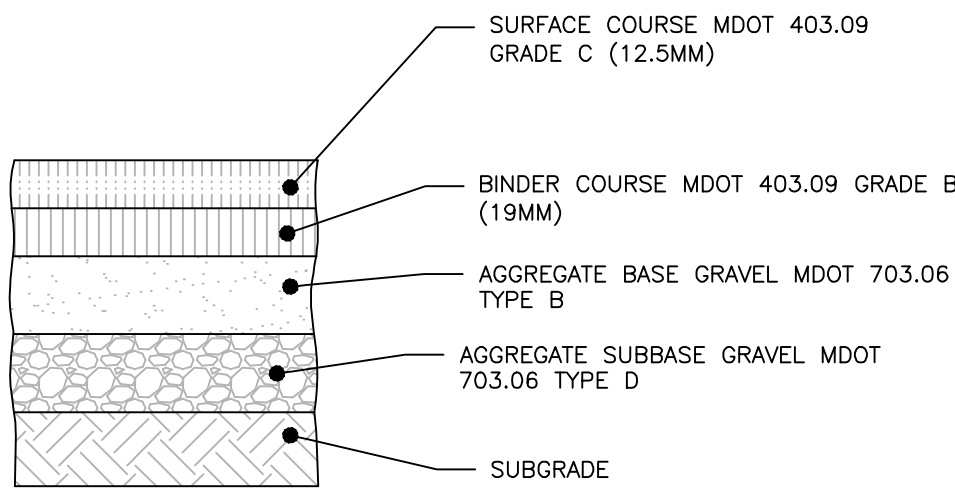


TRASH ENCLOSURE
NOT TO SCALE



- NOTES:
1. TREE PROTECTION FENCING SHALL BE INSTALLED PRIOR TO ANY CONSTRUCTION ACTIVITY.
 2. INSTALL PROTECTIVE FENCING TO LIMIT OF DRIPLINE ON TREE OR A MINIMUM OF 6' FROM TRUNK WHEN NECESSARY, WITH PRIOR PERMISSION OF LANDSCAPE ARCHITECT.
 3. DO NOT STORE CONSTRUCTION EQUIPMENT, MATERIALS, TOOLS, ETC. WITHIN PROTECTIVE FENCING.
 4. MAINTAIN FENCING IN A NEAT AND ORDERLY FASHION THROUGHOUT CONSTRUCTION PERIOD.

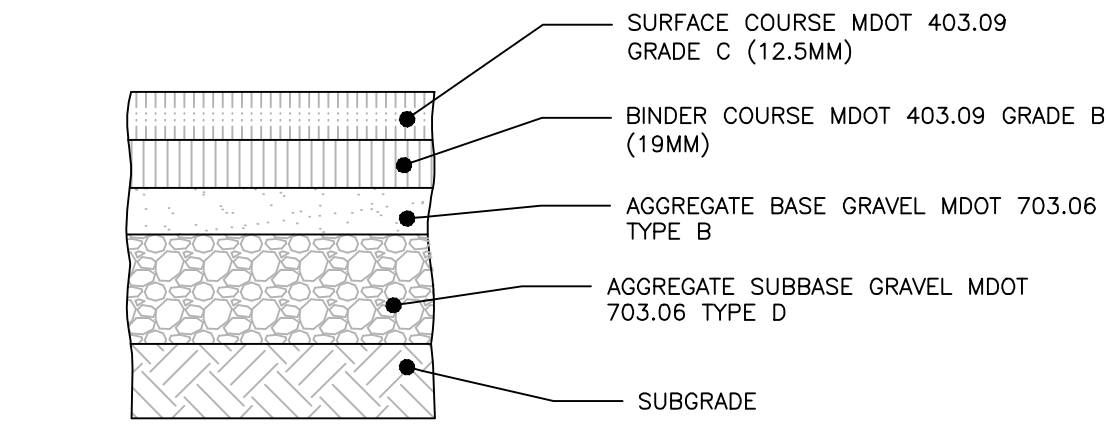
TREE PROTECTION DETAIL
NOT TO SCALE



- NOTES:
1. COMPACT SUBGRADE TO 95% MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D-1557.
 2. COLLECTOR BITUMINOUS PAVEMENT PROFILE APPLIES ONLY WITHIN WESTBROOK STREET, R.O.W.
 3. SURFACE AND AGGREGATE MATERIALS SHALL MEET THE CITY OF PORTLAND STANDARDS IN ADDITION TO MDOT STANDARDS.

THICKNESS OF LAYERS	
STANDARD	LAYERS
1-1/2"	SURFACE COURSE MDOT 403.09 GRADE C (12.5mm)
2-1/2"	BINDER COURSE MDOT 403.09 GRADE B (19mm)
3"	AGGREGATE BASE GRAVEL MDOT 703.06 TYPE B
18"	AGGREGATE SUBBASE GRAVEL MDOT 703.06 TYPE D

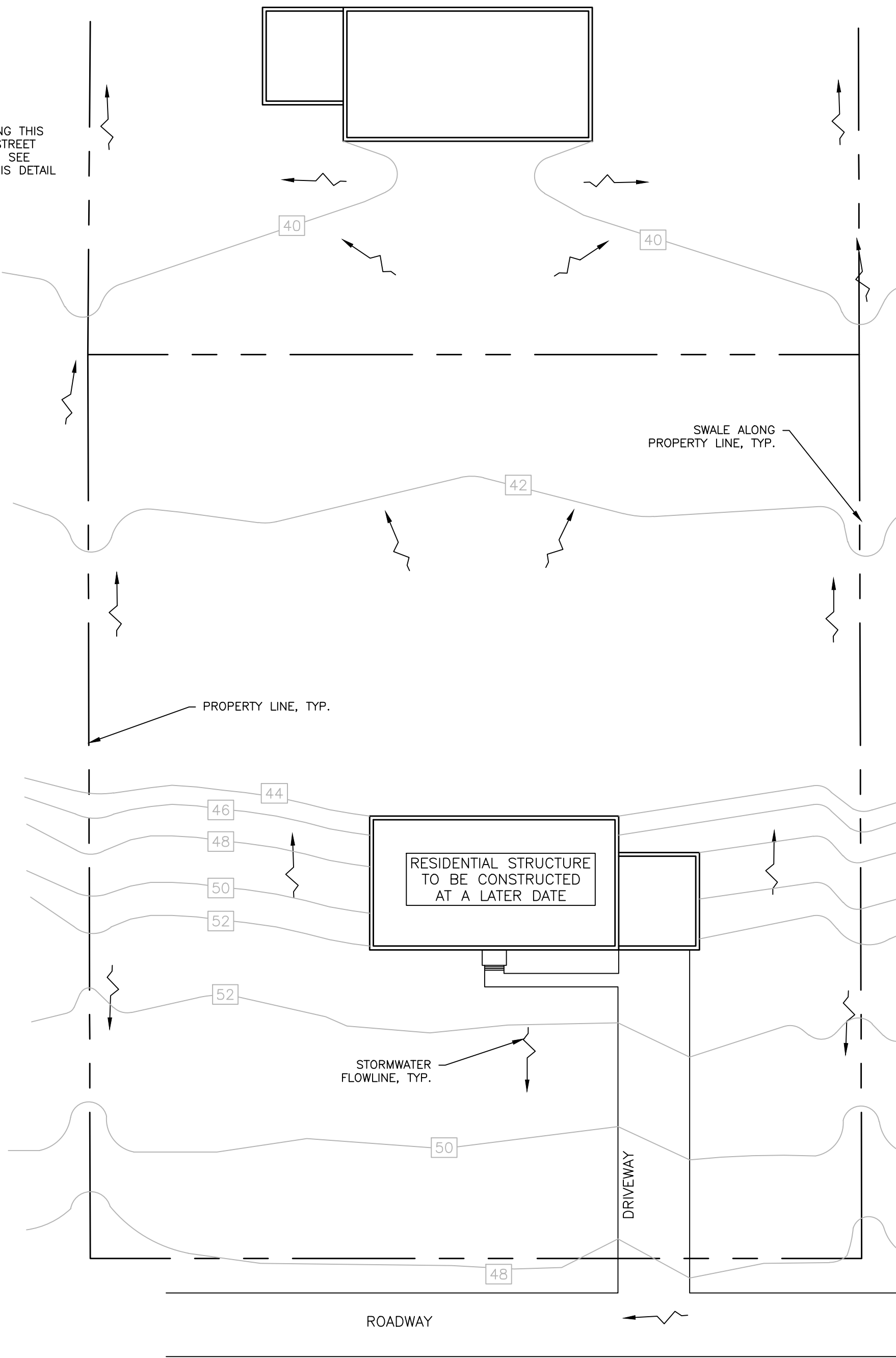
CITY OF PORTLAND COLLECTOR ROADS
BITUMINOUS PAVEMENT PROFILE:
WESTBROOK STREET
NOT TO SCALE



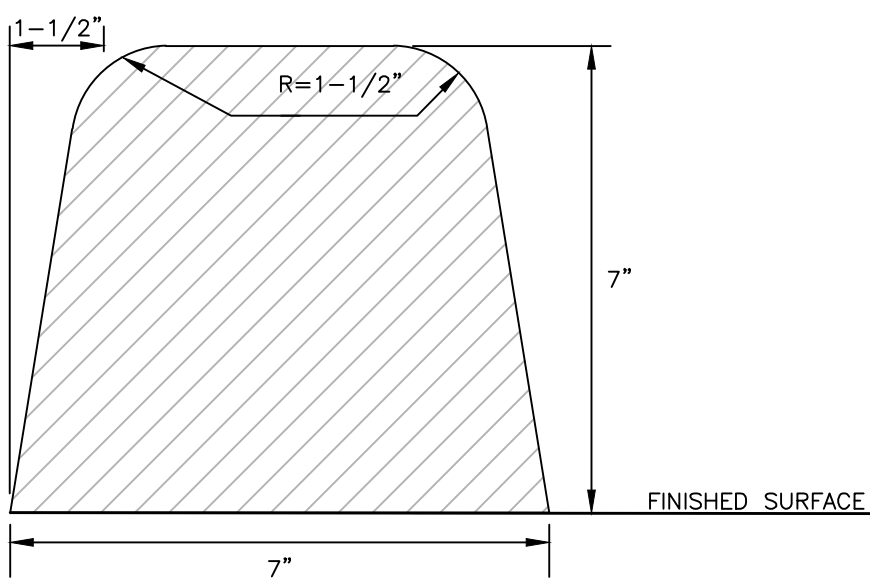
- NOTES:
1. COMPACT SUBGRADE TO 95% MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D-1557.
 2. PRUD DRIVEWAY BUILT TO LOCAL ROAD DEPTH STANDARDS

THICKNESS OF LAYERS	
STANDARD	LAYERS
1-1/2"	SURFACE COURSE MDOT 403.09 GRADE C (12.5mm)
2"	BINDER COURSE MDOT 403.09 GRADE B (19mm)
3"	AGGREGATE BASE GRAVEL MDOT 703.06 TYPE B
15"	AGGREGATE SUBBASE GRAVEL MDOT 703.06 TYPE D

CITY OF PORTLAND LOCAL ROADS
BITUMINOUS PAVEMENT PROFILE:
SUBDIVISION AND PRUD ROADWAYS
NOT TO SCALE



TYPICAL GRADING FOR RESIDENTIAL LOTS
NOT TO SCALE



VERTICAL BITUMINOUS CURB - MOLD 1
NOT TO SCALE

AS-BUILT DRAWING

ISSUED FOR	BY
PRELIM. APP.	WHS
FINAL APP.	WHS
DPW REVIEW	WHS
CITY COMMENTS	WHS
CONSTRUCTION	WHS
CONSTRUCTION	WHS
AS-BLT DPW REV	WHS

SITE DETAILS - 2
STROUDWATER PRESERVE
STROUDWATER DEVELOPMENT PARTNERS, LLC
KENNEBUNK, MAINE 04043

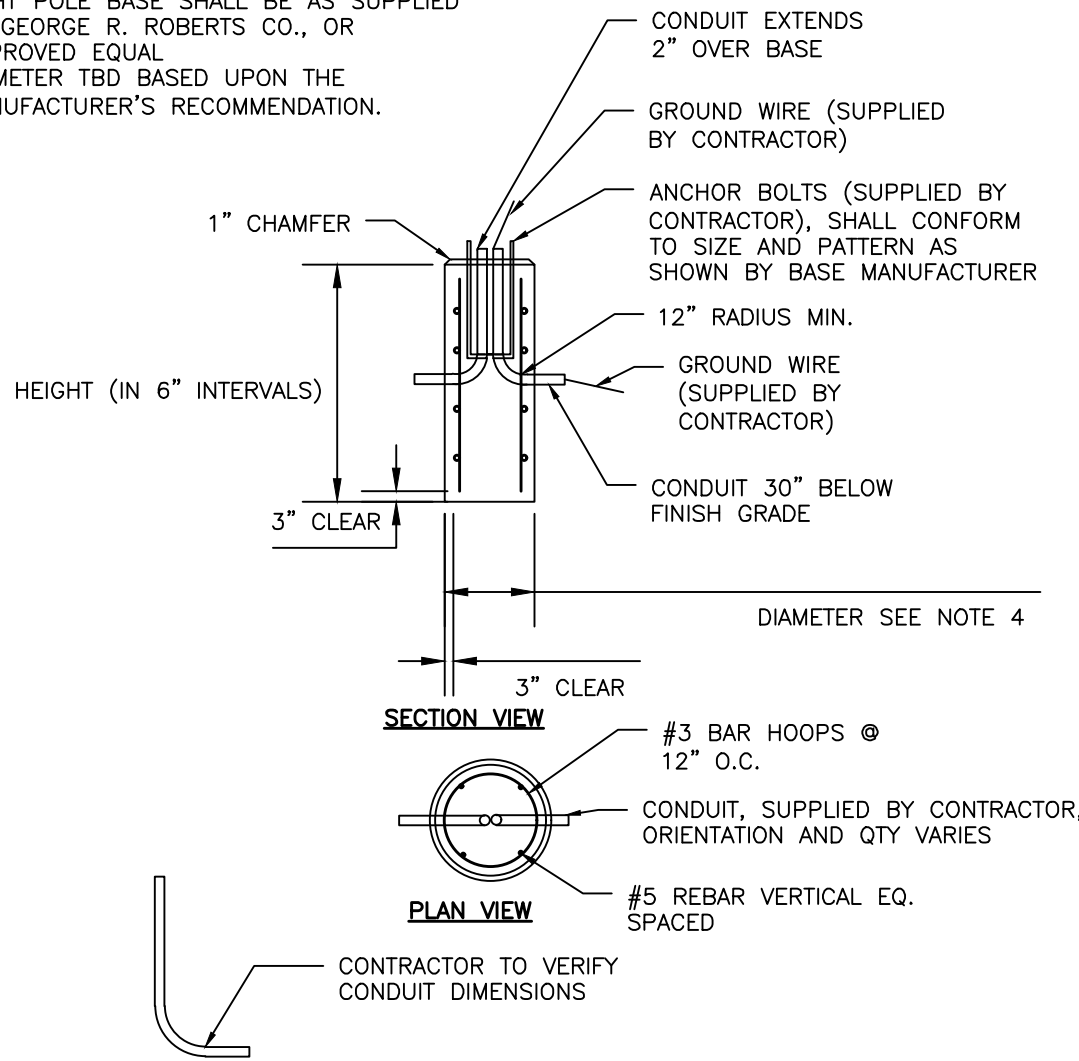
ACORN ENGINEERING, INC.
158 DANFORTH ST., PORTLAND, MAINE 04102
(207) 775-2655

FILE: 1079_DETAILS
JN: 1079
SCALE: NTS
DESIGNED BY: WHS
DRAWN BY: SJL
CHECKED BY: WHS

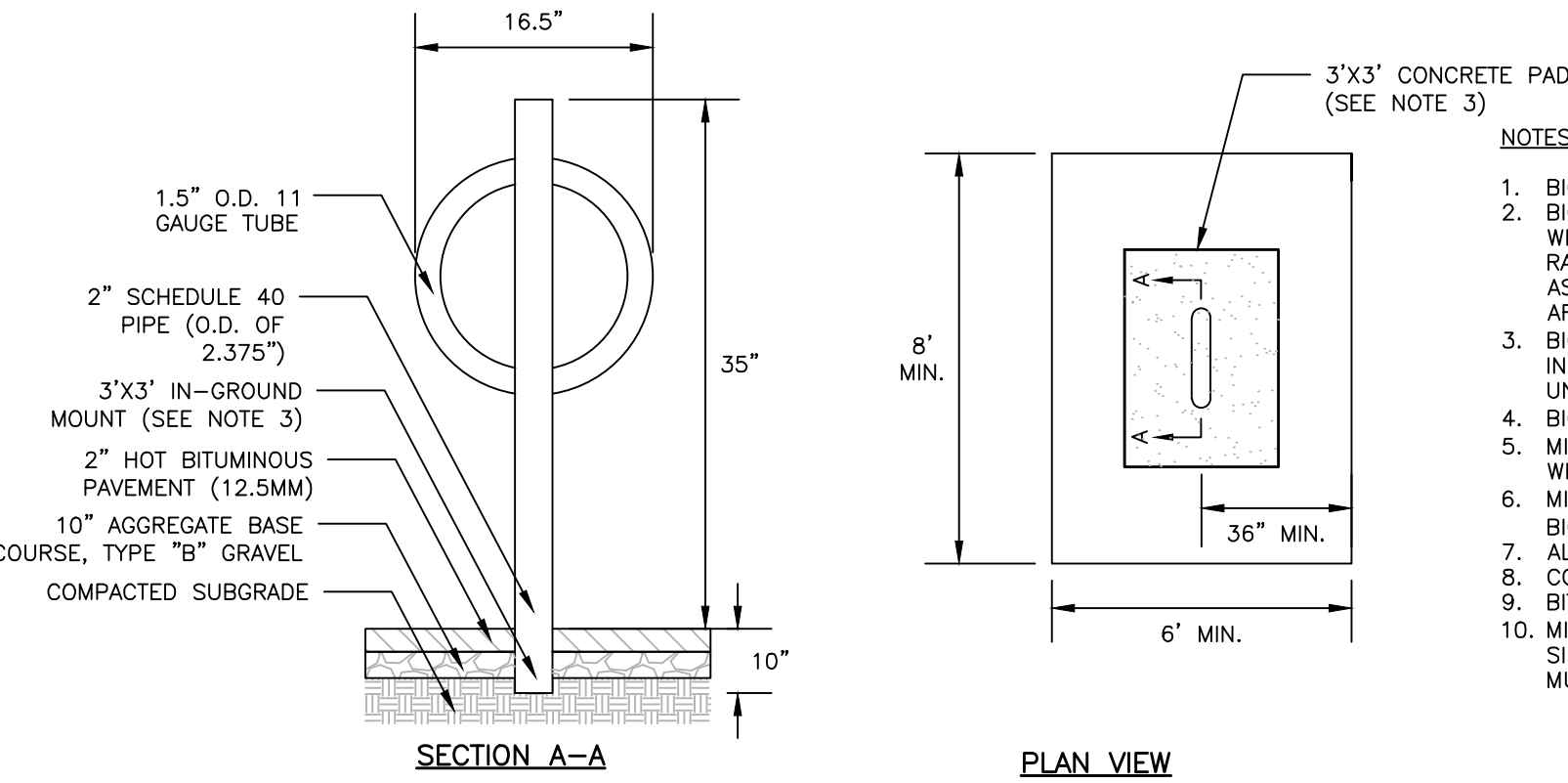
DRAWING NO.
C-41

NOTES:

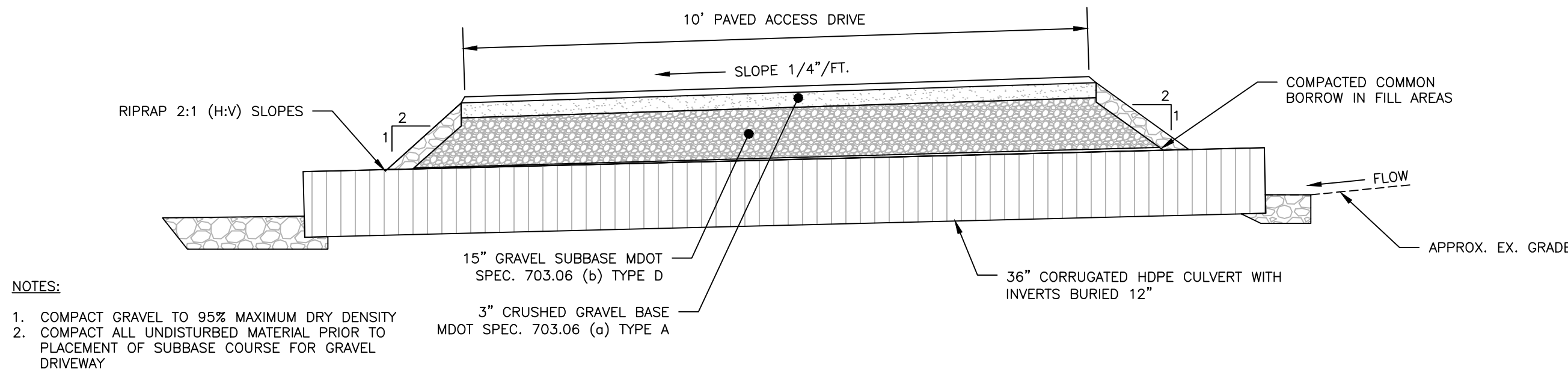
1. CONCRETE: 5000 PSI @ 28 DAYS
2. CEMENT: TYPE III PER ASTM C150-81
3. LIGHT POLE BASE SHALL BE AS SUPPLIED BY GEORGE R. ROBERTS CO., OR APPROVED EQUAL
4. DIAMETER TBD BASED UPON THE MANUFACTURER'S RECOMMENDATION.



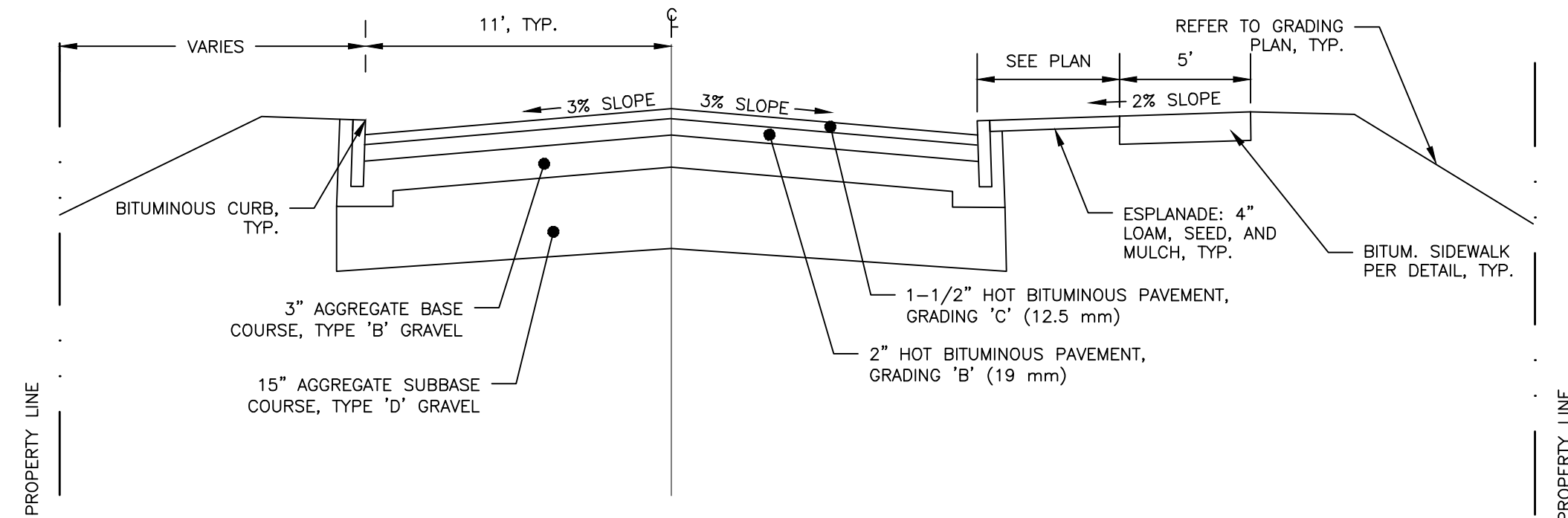
LIGHT POLE BASE
NOT TO SCALE



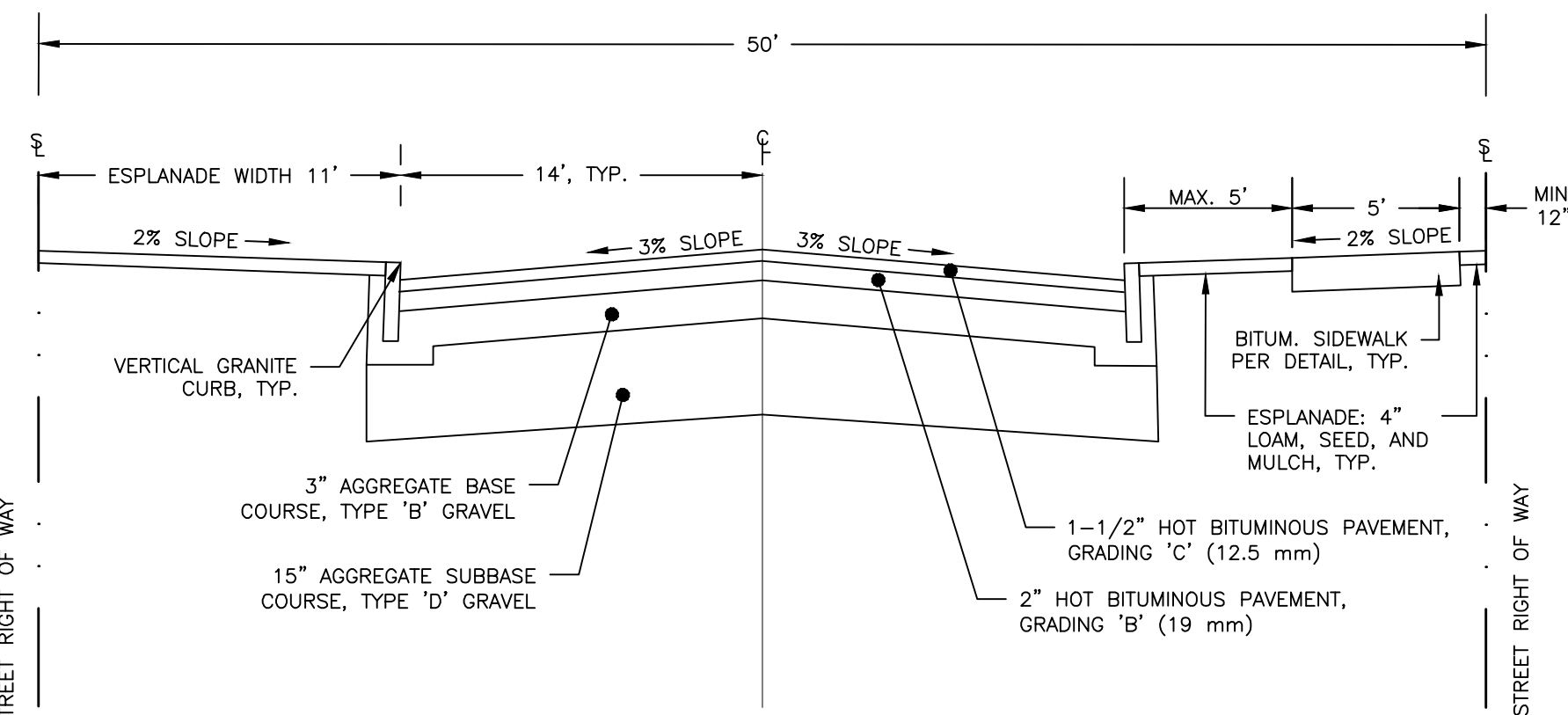
BICYCLE RACK DETAIL
NOT TO SCALE



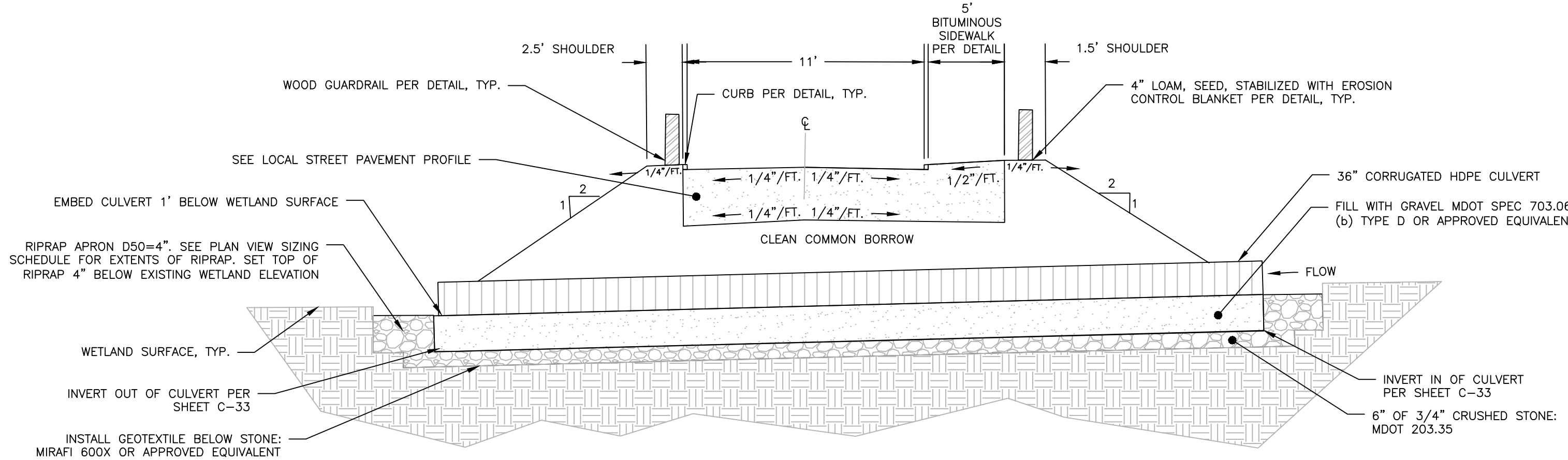
TYPICAL DRIVEWAY SECTION AT WETLAND CROSSING
NOT TO SCALE



PRUD CROSS SECTION
NOT TO SCALE



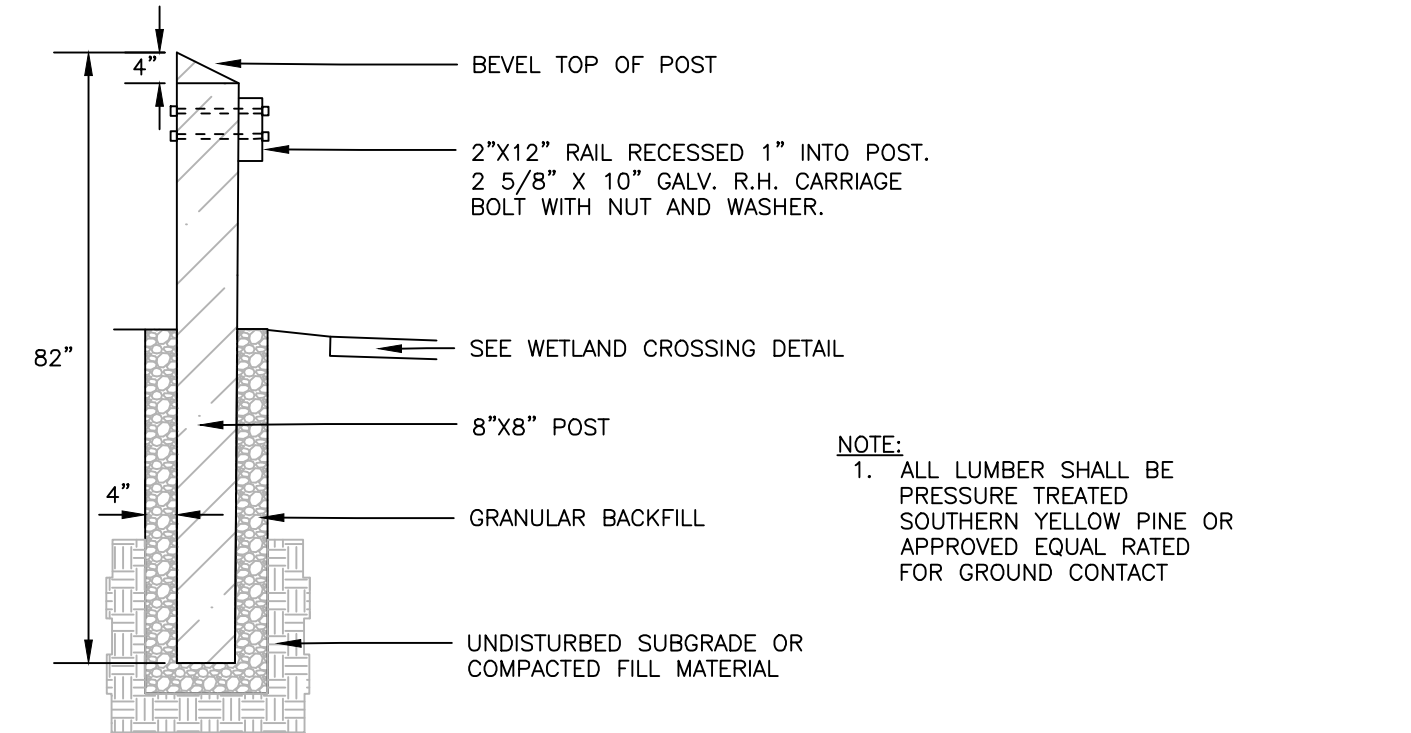
LOCAL STREET CROSS SECTION: PROPOSED PUBLIC ROADS
NOT TO SCALE



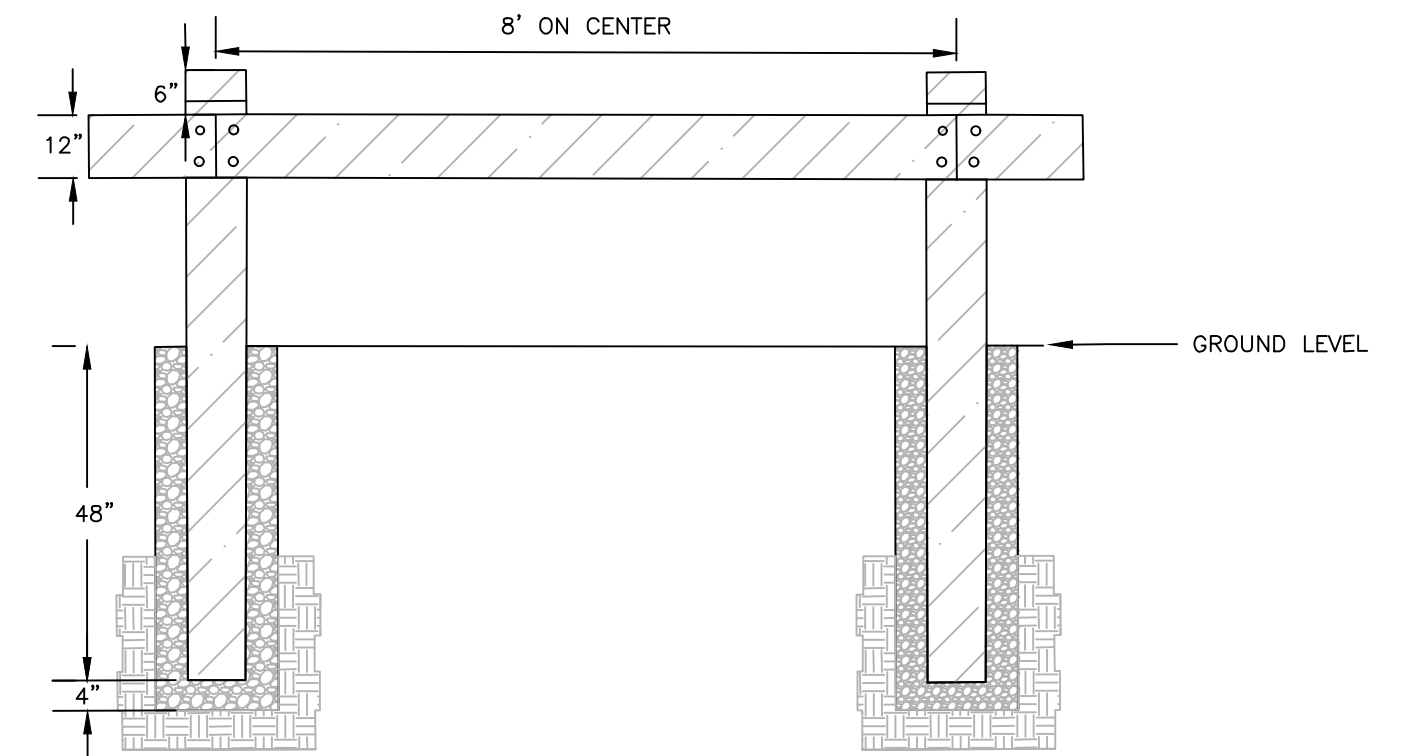
TYPICAL PRUD DRIVEWAY SECTION AT WETLAND CROSSING
NOT TO SCALE

NOTES:

1. BICYCLE RACK SHALL HAVE CAPACITY FOR TWO BICYCLES.
2. BICYCLE RACK PARTS SHALL BE OF UNIFORM COLOR AND SHALL BE FINISHED IN ACCORDANCE WITH PRODUCT SPECIFICATION. PER CITY OF PORTLAND TECHNICAL STANDARDS ALL BICYCLE RACKS WITHIN THE RIGHT-OF-WAY SHALL MATCH THE FURNITURE COLOR FOR THAT LOCATION AS DESCRIBED IN THE MUNICIPAL LIGHTING STANDARDS; IF NO DESIGNATED COLOR FOR THAT AREA EXISTS, BICYCLE RACKS SHALL BE BLACK.
3. BICYCLE RACK SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S MOST RECENT INSTALLATION RECOMMENDATIONS, AND SHALL BE INSTALLED WITH AN IN-GROUND MOUNT UNLESS OTHERWISE APPROVED BY ENGINEER.
4. BICYCLE RACK SHALL BE "DERO BIKE HITCH", AS MANUFACTURED BY DERO BIKE RACKS.
5. MINIMUM OFFSETS SHOWN. MANUFACTURER'S RECOMMENDED OFFSETS SHALL BE ENFORCED WHERE POSSIBLE.
6. MINIMUM DISTANCE BETWEEN BICYCLE RACKS SHALL BE 24". RECOMMENDED DISTANCE BETWEEN BICYCLE RACKS SHALL BE 38".
7. ALL OFFSETS ARE FROM OUTSIDE EDGES OF ITEMS.
8. COMPACT SUBGRADE TO 95% MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D-1557.
9. BITUMINOUS PAVEMENT SHALL HAVE A 2% CROSS SLOPE TOWARDS STREET.
10. MINIMUM 6' X 8' PAVED PAD WITH HITCH TO BE CENTERED BETWEEN PROPERTY LINE AND SIDEWALK OR IN ESPLANADE. HITCH TO BE INSTALLED PARALLEL TO STREET. BICYCLE RACK MUST BE PLACED ON PUBLIC PROPERTY.

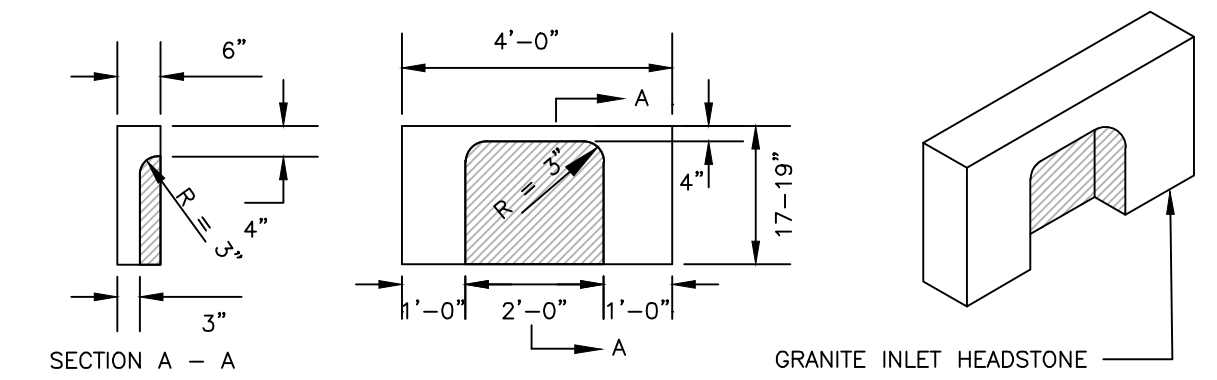


SIDE ELEVATION



FRONT ELEVATION

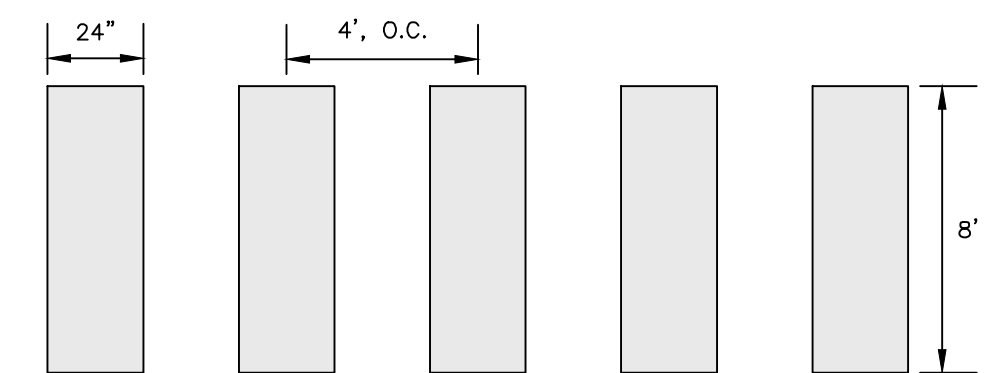
WOODEN GUARDRAIL DETAIL
NOT TO SCALE



4' GRANITE HEADSTONE FOR CATCH BASIN INLET
NOT TO SCALE

NOTE:

1. CROSSWALKS TO BE BUILT IN CONFORMANCE WITH MUTCD STANDARDS, LATEST EDITION.
2. CROSSWALKS ARE TO BE PAINTED WHITE MEETING MAINE DOT SPECIFICATIONS.
3. 8' LENGTH OF BLOCKS TO BE PARALLEL TO THE DIRECTION OF CAR TRAFFIC.



BLOCK CROSSWALK
NOT TO SCALE

- AS-BUILT DRAWING NOTES:
1. AS-BUILT DATA AND FINAL LOCATIONS ARE AS SPECIFIED PER EASTERN EXCAVATION, INC (CONTRACTOR) & CLIENT (STROUDWATER DEVELOPMENT PARTNERS, LLC.). CONTRACTOR TO MAINTAIN LIABILITY OF FINAL LOCATION OF ALL SITE PLAN COMPONENTS.
 2. AS-BUILT PLANS PREPARED BY ACORN ENGINEERING, INC. FOR STREET ACCEPTANCE PERMIT APPLICATION THROUGH THE CITY OF PORTLAND DEPARTMENT OF PUBLIC WORKS.

AS-BUILT DRAWING

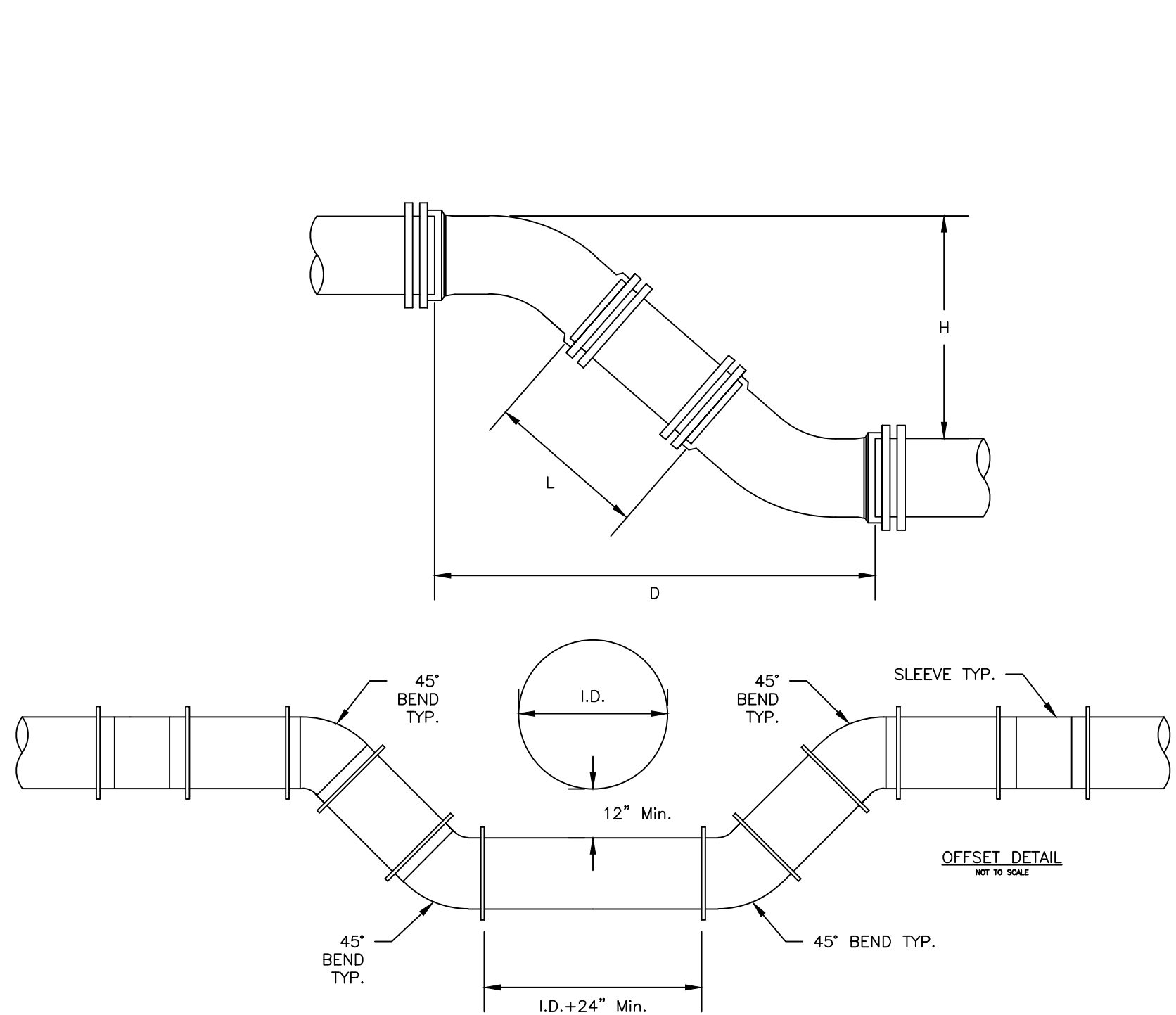
ISSUED FOR	BY
PRELIM. APP.	WHS
FINAL APP.	WHS
CORPS REVIEW	WHS
DPW REVIEW	WHS
CITY COMMENTS	WHS
CONSTRUCTION	WHS
CONSTRUCTION	WHS
AS-BUILT	WHS
AS-BLT DPW REV	WHS

DRAWING NAME	PROJECT NAME/ADDRESS	CLIENT/OWNER
SITE DETAILS - 3	STROUDWATER PRESERVE 1700 WESTBROOK STREET PORTLAND, MAINE 04102	STROUDWATER DEVELOPMENT PARTNERS, LLC ONE CITY CENTER PORTLAND, MAINE 04101

	A C O R N			
	ENGINEERING, INC.			
ACORN ENGINEERING, INC.		04102		
PO BOX 3372 PORTLAND, MAINE				
		(207) 775-2655		

FILE:	1079_CIVIL
JN:	1079
SCALE:	AS NOTED
DESIGNED BY:	ODJ
DRAWN BY:	FRT
CHECKED BY:	WHS

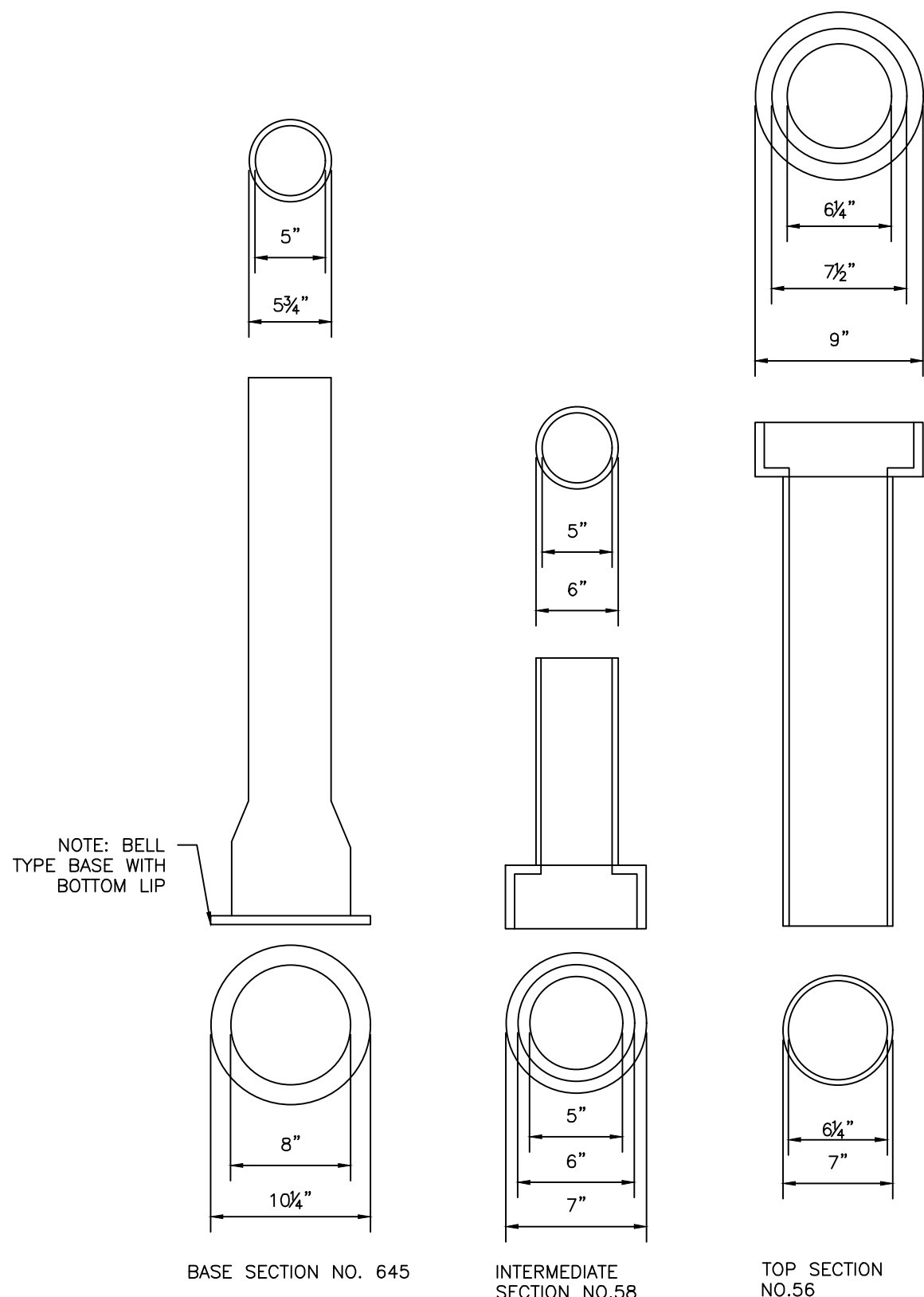
DRAWING NO.
C-42



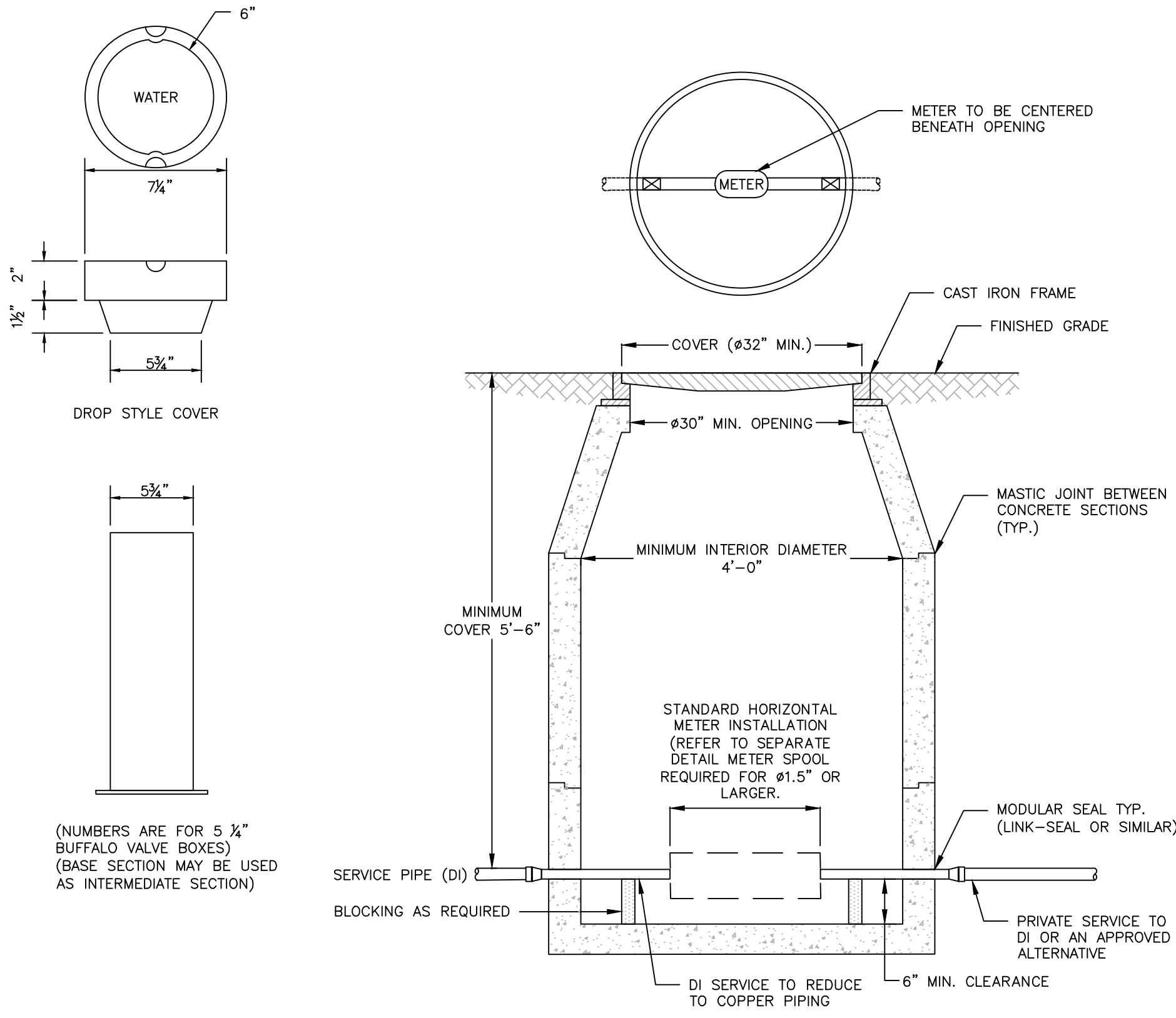
NOTE:
DIMENSIONS APPLICABLE FOR SIGMA COMPACT BENDS. FOR TYLER COMPACT BENDS, ADD 1/2" TO "D" DIMENSION AND SUBTRACT 1/2" FROM "L" DIMENSION. FOR OTHER FITTINGS REFER TO MANUFACTURER'S RECOMMENDATIONS.

TYPICAL MAIN OFFSET
NOT TO SCALE

8" PIPE		
H	D	L
12"	1' 7-1/2"	0' 9-1/2"
13"	1' 8-1/2"	0' 10-7/8"
14"	1' 9-1/2"	1' 0-5/16"
15"	1' 10-1/2"	1' 1-11/16"
16"	1' 11-1/2"	1' 3-1/8"
17"	2' 0-1/2"	1' 4-9/16"
18"	2' 1-1/2"	1' 5-15/16"
19"	2' 2-1/2"	1' 7-3/8"
20"	2' 3-1/2"	1' 8-13/16"
21"	2' 4-1/2"	1' 10-3/16"
22"	2' 5-1/2"	1' 11-5/8"
23"	2' 6-1/2"	2' 1"
24"	2' 7-1/2"	2' 2-7/16"
25"	2' 8-1/2"	2' 3-7/8"
26"	2' 9-1/2"	2' 5-1/4"
27"	2' 10-1/2"	2' 6-11/16"
28"	2' 11-1/2"	2' 8-1/8"
29"	3' 0-1/2"	2' 9-1/2"
30"	3' 1-1/2"	2' 10-15/16"
31"	3' 2-1/2"	3' 0-5/8"
32"	3' 3-1/2"	3' 1-3/4"
33"	3' 4-1/2"	3' 3-3/16"
34"	3' 5-1/2"	3' 4-9/16"
35"	3' 6-1/2"	3' 6"
36"	3' 7-1/2"	3' 7-7/16"
37"	3' 8-1/2"	3' 8-13/16"
38"	3' 9-1/2"	3' 10-1/4"
39"	3' 10-1/2"	3' 11-11/16"
40"	3' 11-1/2"	4' 1-1/16"
41"	4' 0-1/2"	4' 2-1/2"
42"	4' 1-1/2"	4' 3-7/8"
43"	4' 2-1/2"	4' 5-5/8"
44"	4' 3-1/2"	4' 6-3/4"
45"	4' 4-1/2"	4' 8-1/8"
46"	4' 5-1/2"	4' 9-9/16"
47"	4' 6-1/2"	4' 10-15/16"
48"	4' 7-1/2"	5' 0-3/8"
49"	4' 8-1/2"	5' 1-13/16"
50"	4' 9-1/2"	5' 3-3/16"
51"	4' 10-1/2"	5' 4-5/8"
52"	4' 11-1/2"	5' 6-1/16"
53"	5' 0-1/2"	5' 7-7/16"
54"	5' 1-1/2"	5' 8-7/8"
55"	5' 2-1/2"	5' 10-5/16"



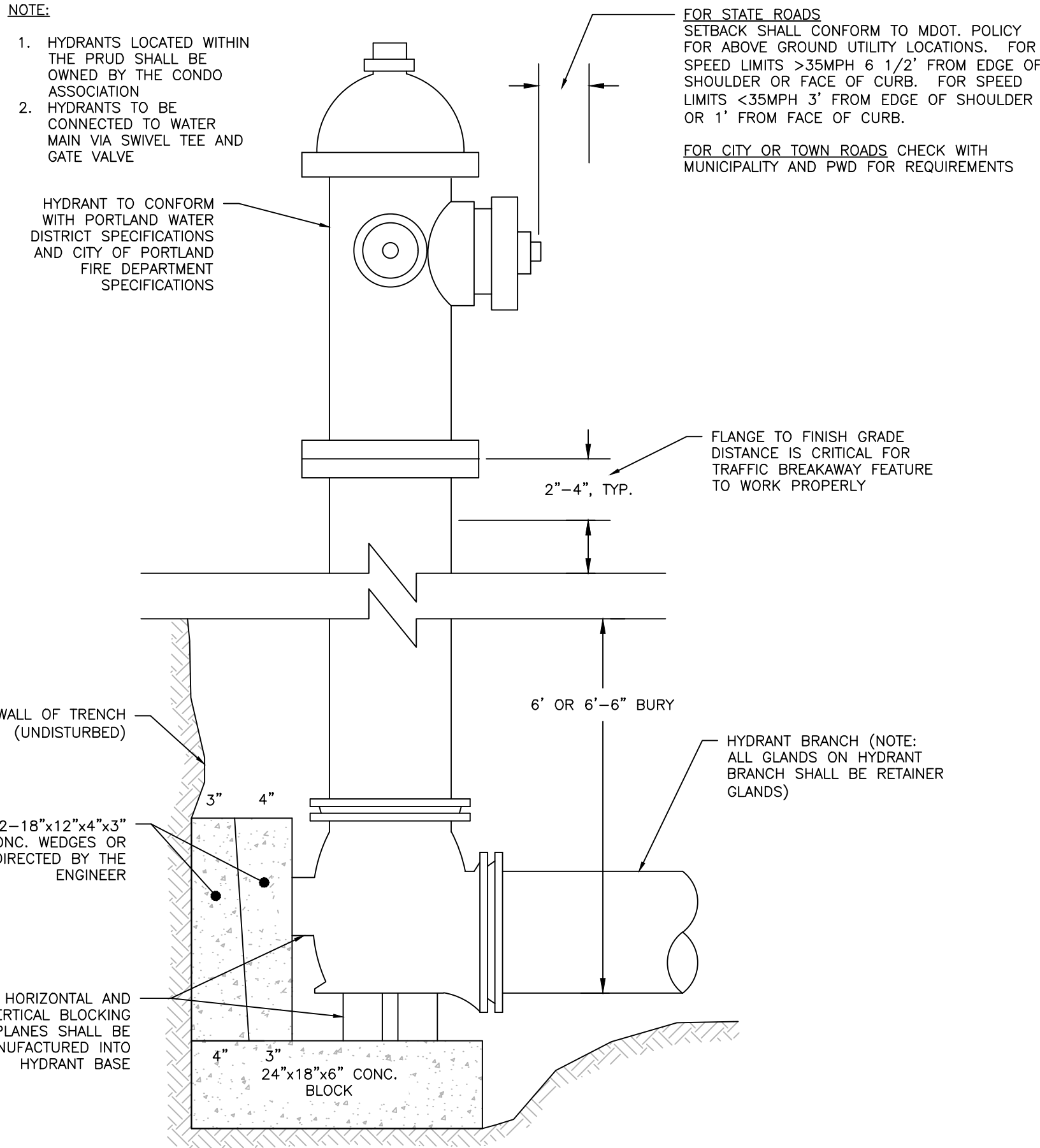
VALVE BOX & COVER
NOT TO SCALE



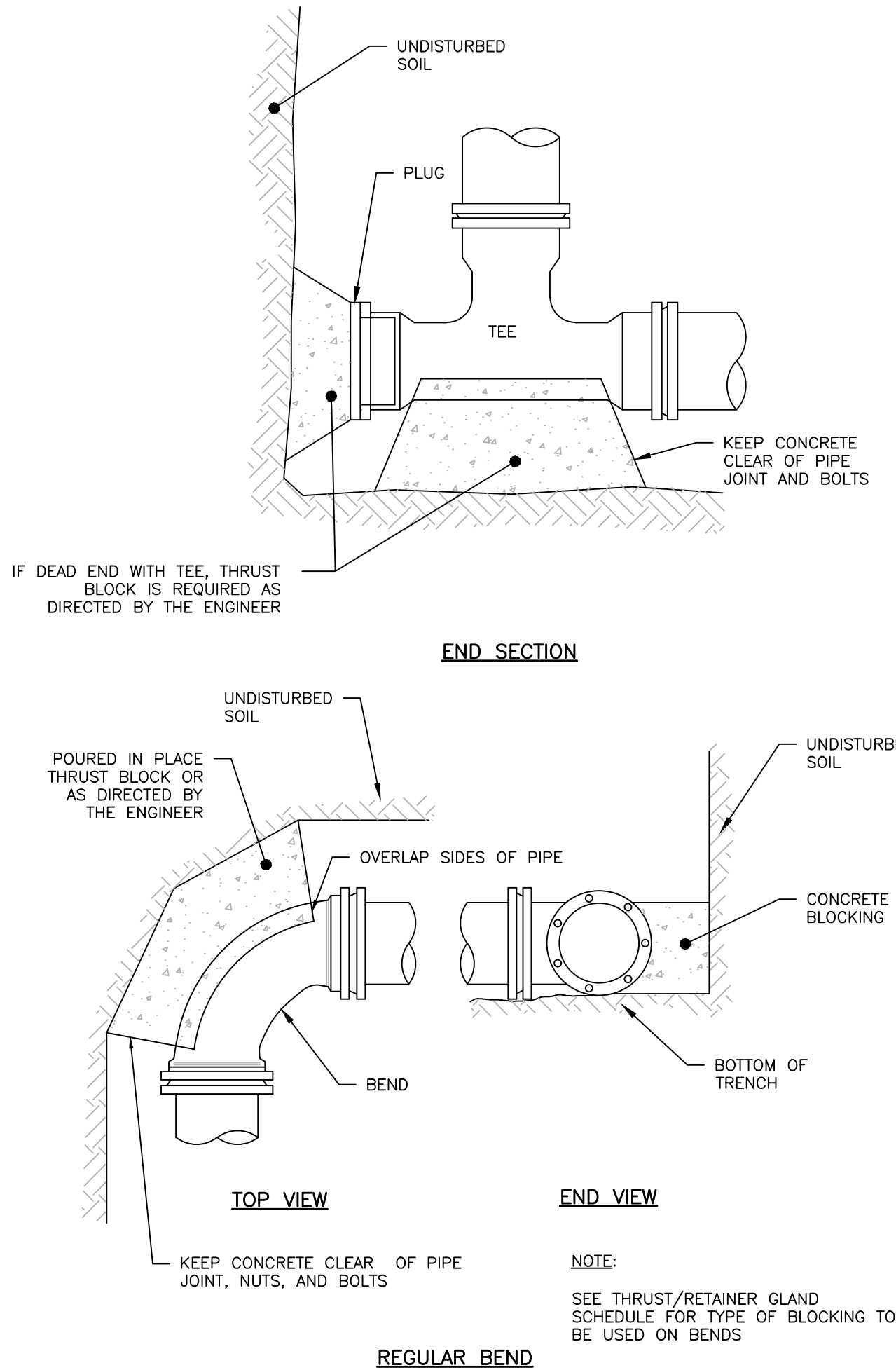
4" DOMESTIC WATER METER PIT
NOT TO SCALE

- METER PIT AND COVER:
- SPECIAL APPROVAL BY PWD IS REQUIRED, PRIOR TO CONSTRUCTION, FOR ALL PROPOSED METER PIT INSTALLATIONS.
 - BACKFLOW PREVENTION DEVICES MAY NOT BE INSTALLED WITHIN SMALL METER PITS.
 - FINAL METER PIT LAYOUT AND DESIGN SUBJECT TO PWD REVIEW AND APPROVAL.
 - METER PIT SHALL BE LOCATED ON PRIVATE PROPERTY BETWEEN 10' AND 20' FROM THE PROPERTY LINE UNLESS OTHERWISE APPROVED BY PWD.
 - THE METER PIT SHALL BE MADE OF PRECAST CONCRETE OF SUFFICIENT SIZE TO PROVIDE 5.5' MINIMUM GROUND COVER FORM FINISHED GRADE TO THE TOP OF THE SERVICE PIPE.
 - ALL SEAMS BETWEEN CONCRETE SECTIONS SHALL BE SEALED WITH MASTIC JOINT. ALL OPENINGS IN THE CONCRETE FOR SERVICE PIPING SHALL BE SEALED WITH A MODULAR SEAL (LINK-SEAL OR SIMILAR).
 - METER PIT INTERIOR MUST BE AT LEAST 48" IN DIAMETER. THE OPENING MUST BE AT LEAST 30" IN DIAMETER, WITH A CAST IRON FRAME. THE COVER SHALL BE CAST IRON OR STEEL, 32" MINIMUM IN DIAMETER, AND BE EITHER PERMANENTLY LABELED "WATER" OR HAVE NO LABEL. STEEL PLATE MATERIAL SHALL BE COATED WITH A RUST INHIBITOR PAINT.
 - WALL-MOUNTED LADDER RUNGS ARE NOT TO BE INSTALLED WITHIN METER PIT.
 - ALL PIPING INSIDE AND EXTENDING THROUGH THE METER PIT WILL BE MADE OF COPPER, WITH A MINIMUM OF 6" CLEARANCE FROM THE METER PIT FLOOR. USE BLOCKING AS NEEDED TO SUPPORT THE PIPE.
 - CUSTOMER SHALL ENSURE THE METER PIT AND COVER ARE PROPERLY RATED FOR TRAFFIC FLOW, IF APPLICABLE.

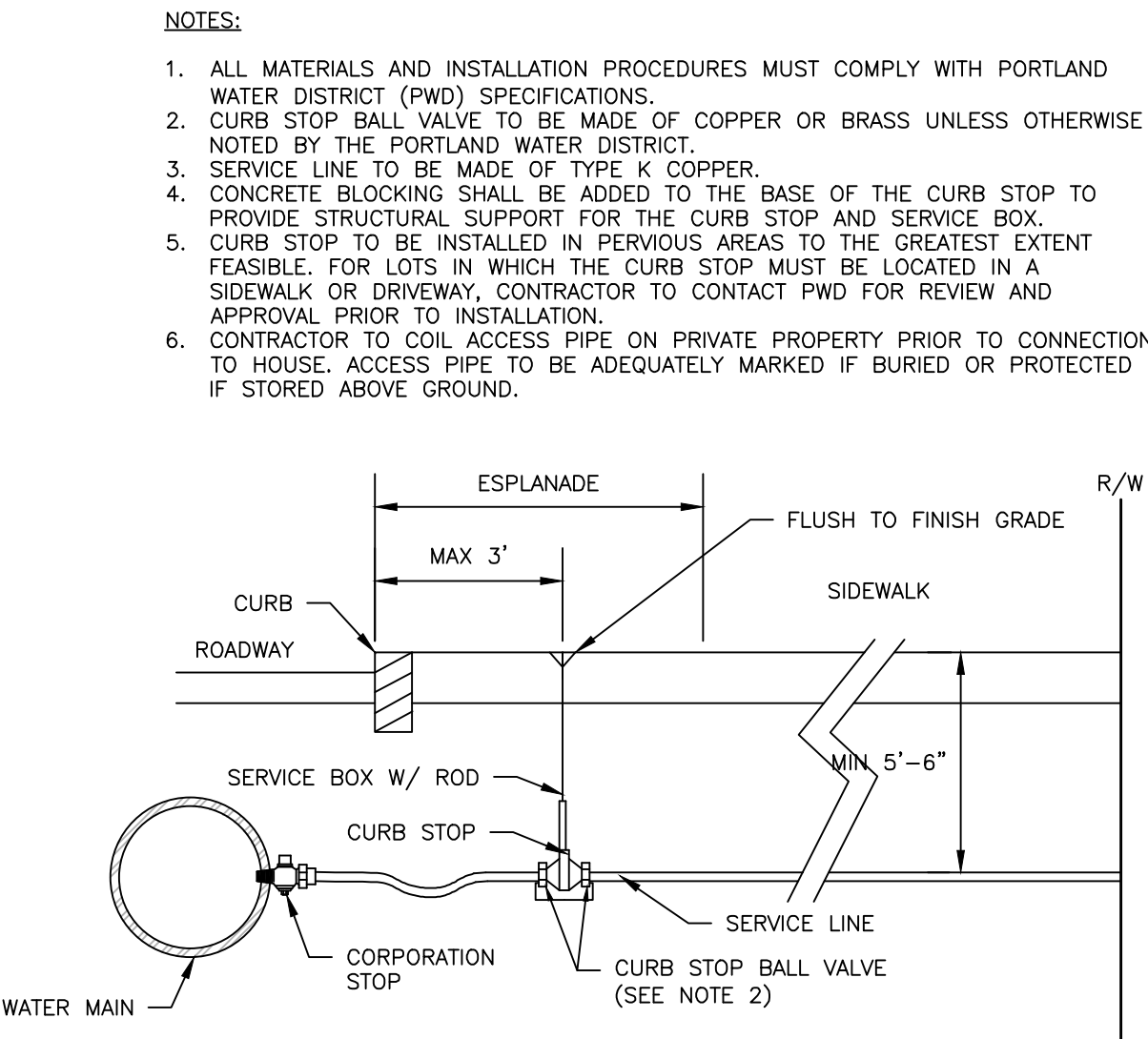
- METER INSTALLATION:
- ONLY PWD PERSONNEL ARE AUTHORIZED TO INSTALL WATER METERS. PWD PERSONNEL ARE ADDITIONALLY AUTHORIZED TO OPERATE METER VALVES AS NEEDED FOR INSTALLATION AND MAINTENANCE.
 - PWD WILL SUPPLY THE WATER METER. ALL OTHER FITTINGS, INCLUDING A METER RESETTER FOR 1" OR SMALLER METERS, SHALL BE SUPPLIED AND INSTALLED BY CUSTOMER.
 - FOR 1.5" AND 2" METERS, CUSTOMER WILL INSTALL A FLANGED METER SPOOL PIECE, SUPPLIED BY PWD AT NO ADDITIONAL CHARGE, PRIOR TO METER SET. THE METER SPOOL WILL BE MADE AVAILABLE FOR CUSTOMER PICKUP AT PWD CUSTOMER SERVICE, 225 DOUGLASS STREET, PORTLAND DURING NORMAL BUSINESS HOURS.
 - CUSTOMER WILL INSTALL TWO BALL VALVES AT LEAST 24" APART FOR METER INSTALLATION, ALLOWING FOR THE WATER METER TO BE CENTERED UNDER THE METER PIT OPENING. THE BALL VALVES SHALL BE SOLDERED IN PLACE.



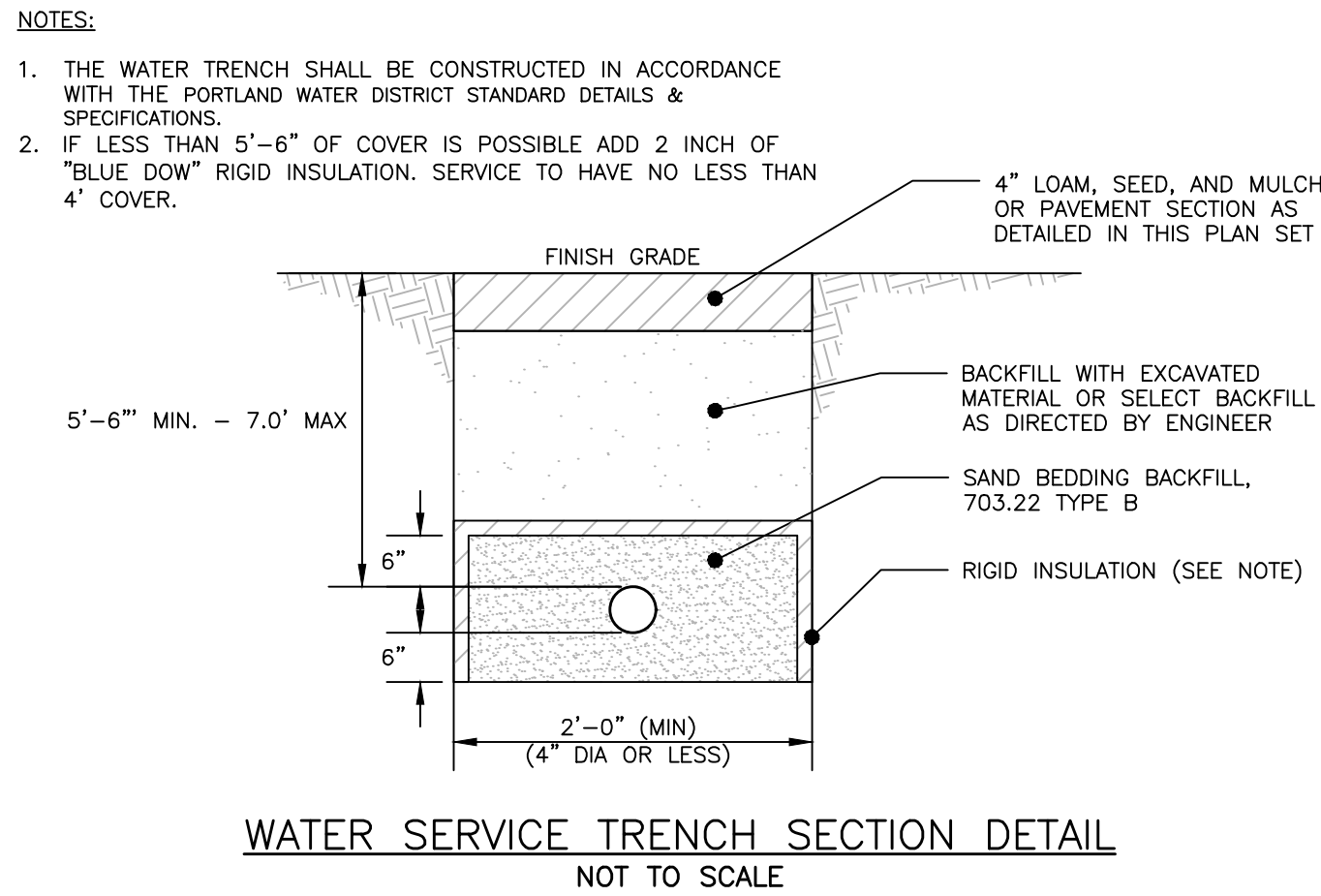
TYPICAL HYDRANT
INSTALLATION DETAIL
NOT TO SCALE



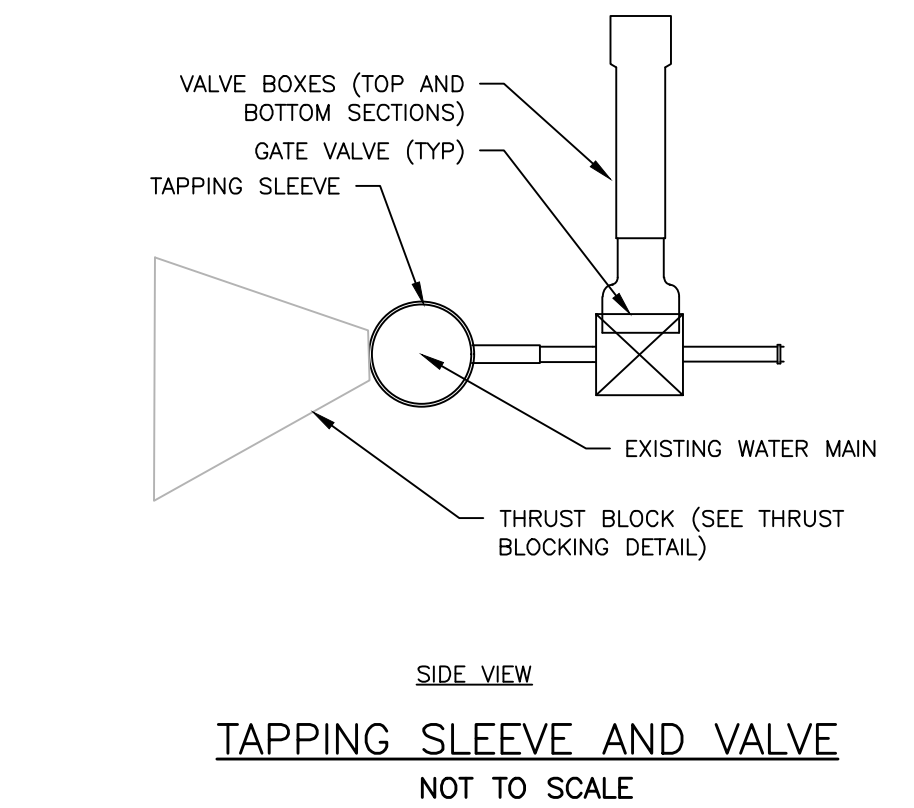
THRUST BLOCKING
NOT TO SCALE



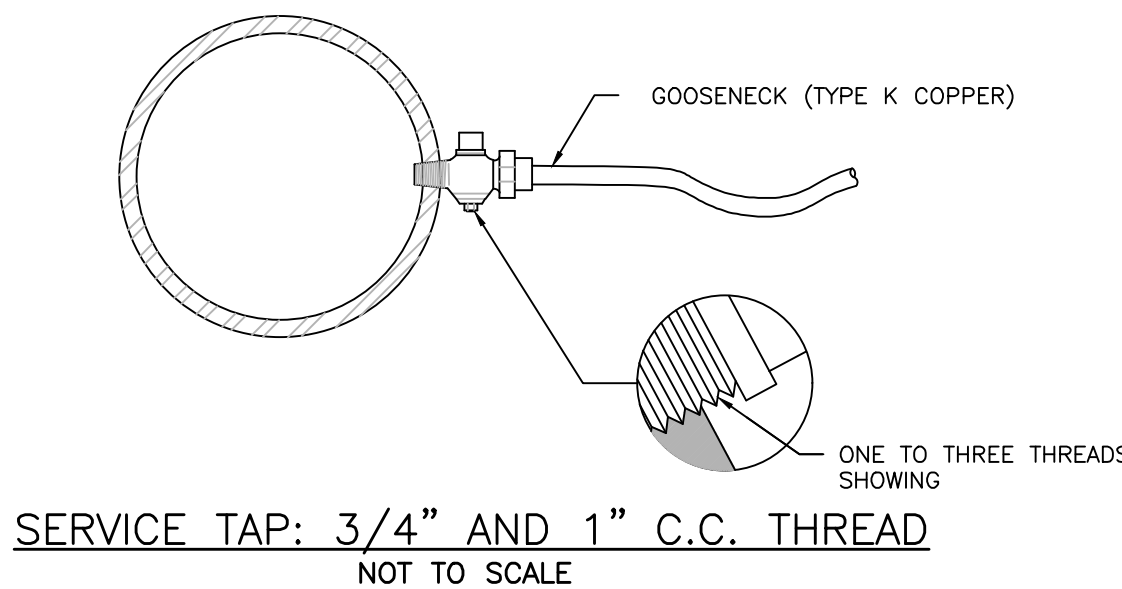
TYPICAL SERVICE CONNECTION
NOT TO SCALE



WATER SERVICE TRENCH SECTION DETAIL
NOT TO SCALE



SIDE VIEW
TAPPING SLEEVE AND VALVE
NOT TO SCALE



SERVICE TAP: 3/4" AND 1" C.C. THREAD
NOT TO SCALE

AS-BUILT DRAWING

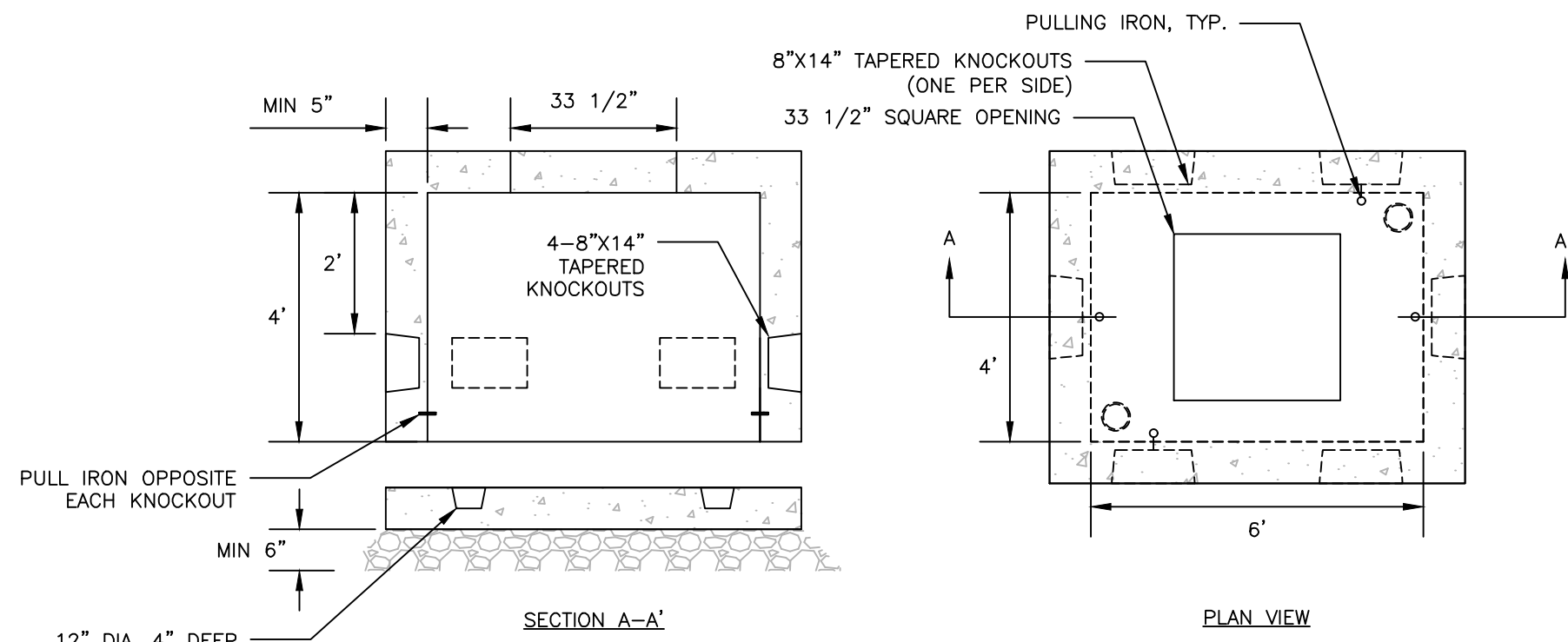
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PRELIM. APP.	WHS
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CITY COMMENTS	WHS
PWD REVIEW	WHS
PWD ATS	WHS
CONSTRUCTION	WHS
MEANS AGREEMENT	WHS
AS-BLT DPW REV	WHS

UTILITY DETAILS - 1	STROUDWATER PRESERVE
DRAWING NAME	PROJECT NAME
CLIENT	STROUDWATER DEVELOPMENT PARTNERS, LLC
	KENNEBUNK, MAINE 04043

ACORN ENGINEERING, INC.	ENGINEERING, INC.
158 DANFORTH ST., PORTLAND, MAINE 04102	158 DANFORTH ST., PORTLAND, MAINE 04102
(207) 775-2655	(207) 775-2655

FILE:	1079	CIVIL
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SCALE:	NTS	
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DRAWN BY:	SJL	
CHECKED BY:	WHS	

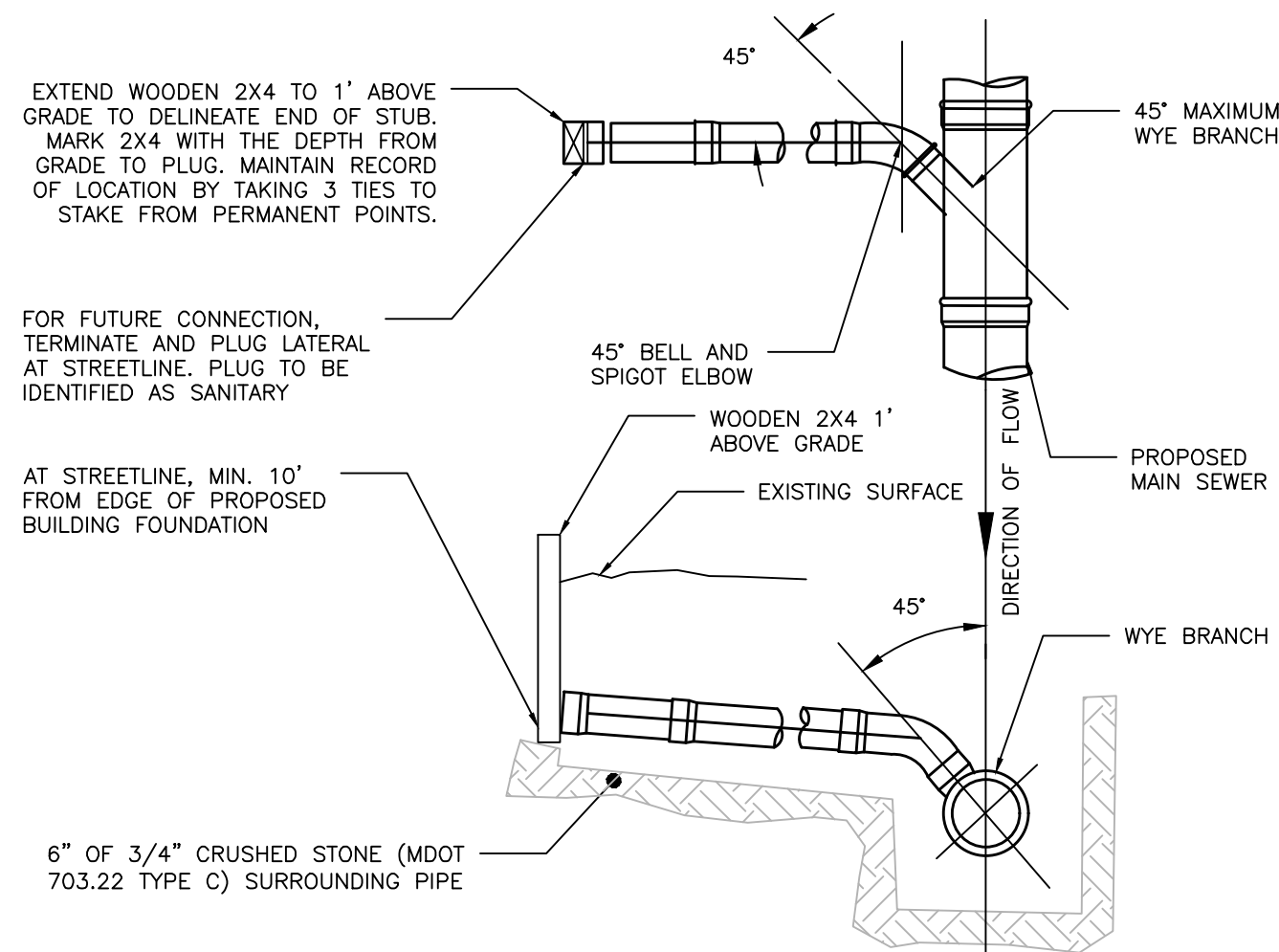
DRAWING NO.
C-43



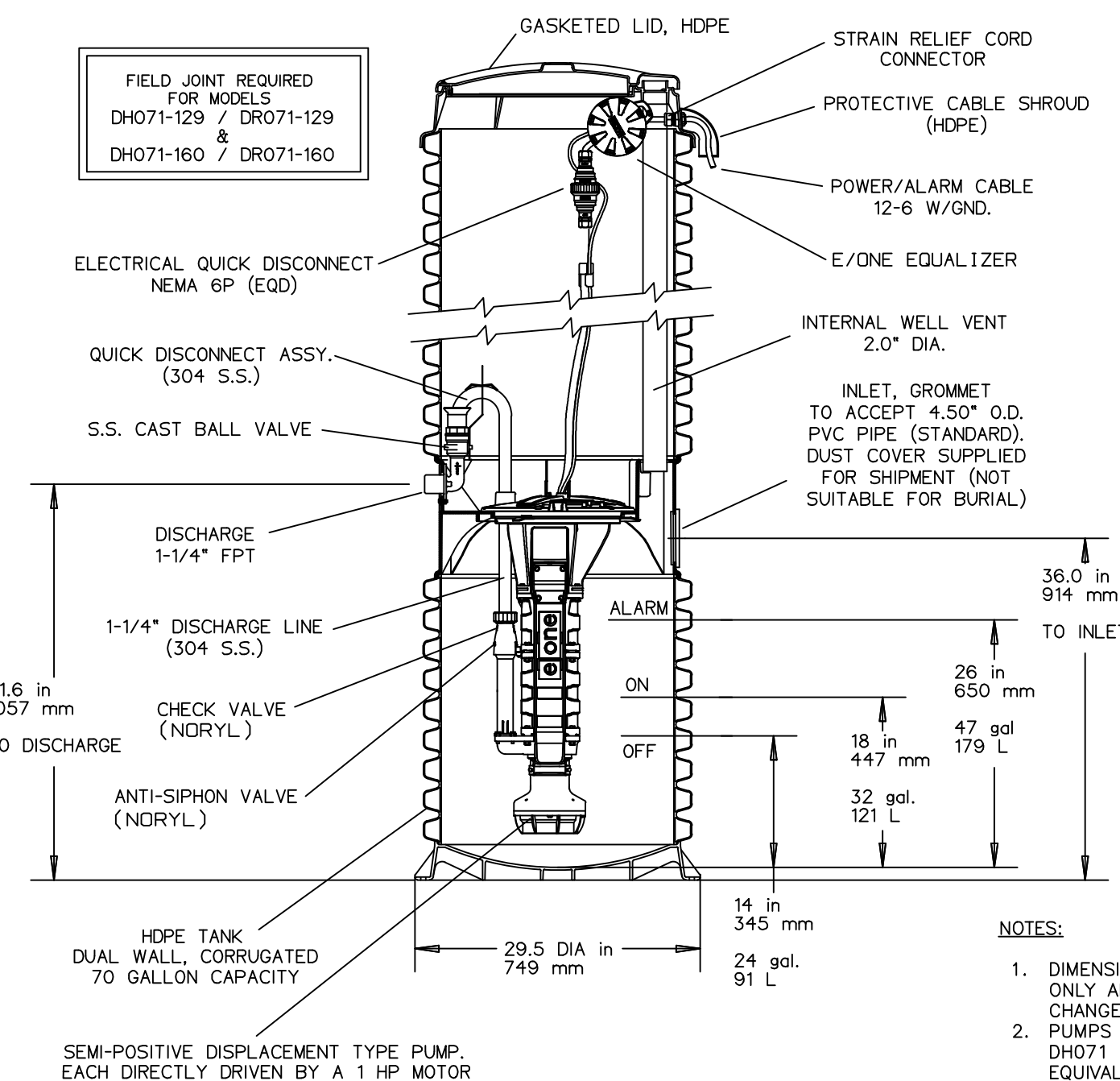
CMP JUNCTION BOX (PULL BOX)
NOT TO SCALE

NOTES:

1. LOCATION WITH WARNING TAPE SHALL BE INSTALLED OVER CENTERLINE OF PIPE AT A MAXIMUM OF 24 INCHES BELOW FINISH GRADE.
2. SITE CONTRACTOR TO COORDINATE CONNECTION OF SEWER LATERAL TO HOUSEHOLD PLUMBING WITH ARCHITECTURAL CONTRACTOR
3. CONNECTION OF PROPOSED SEWER LATERAL TO HOUSEHOLD PLUMBING SHOULD INCORPORATE USE OF SIMILAR PIPE MATERIALS. IN THE CASE OF DISSIMILAR PIPES BEING USED, A FERNCO FLEXIBLE COUPLING SHALL BE USED.



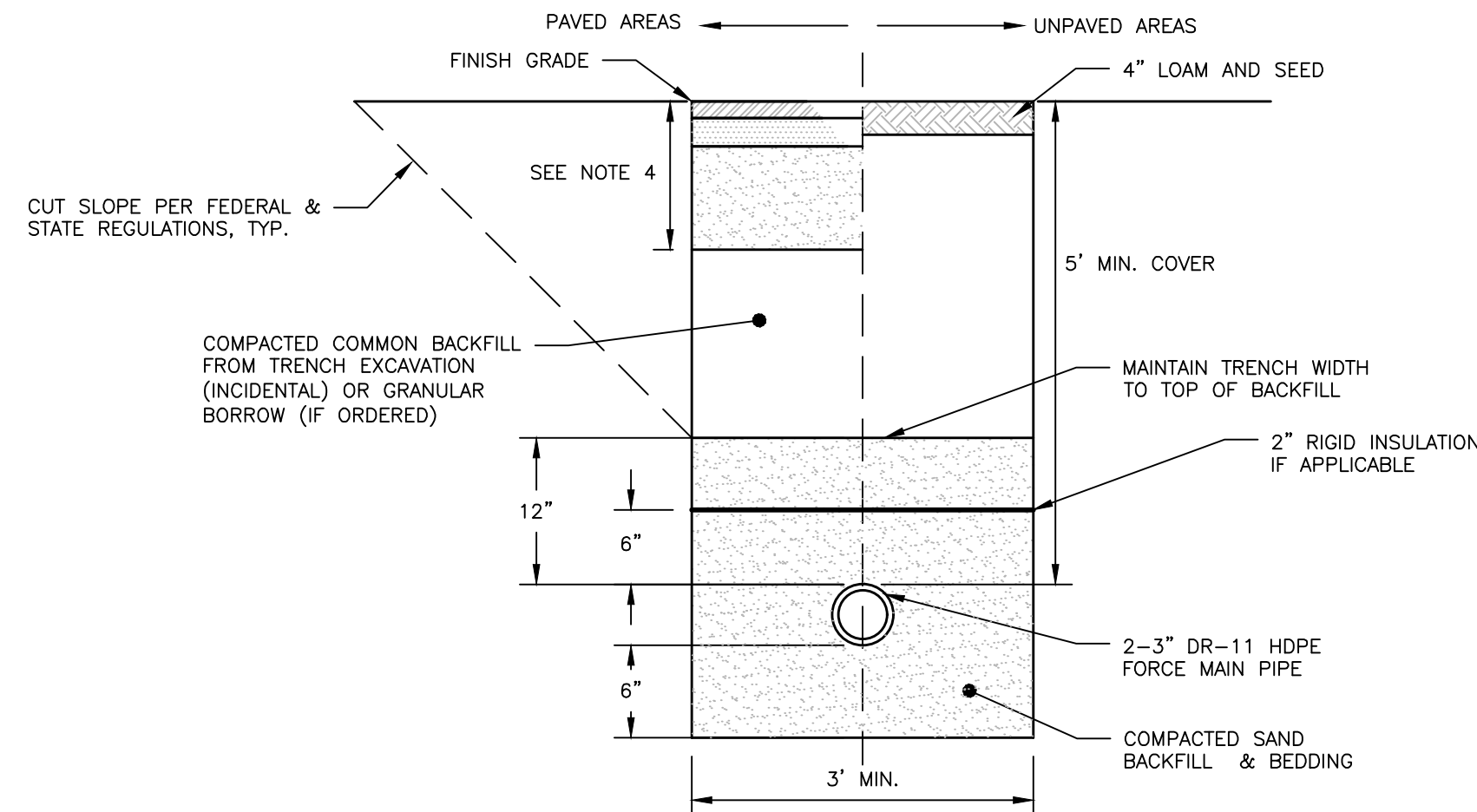
SEWER TEE/WYE CONNECTION DETAIL
NOT TO SCALE



LOW-PRESSURE PUMP STATION DETAIL
NOT TO SCALE

NOTES:

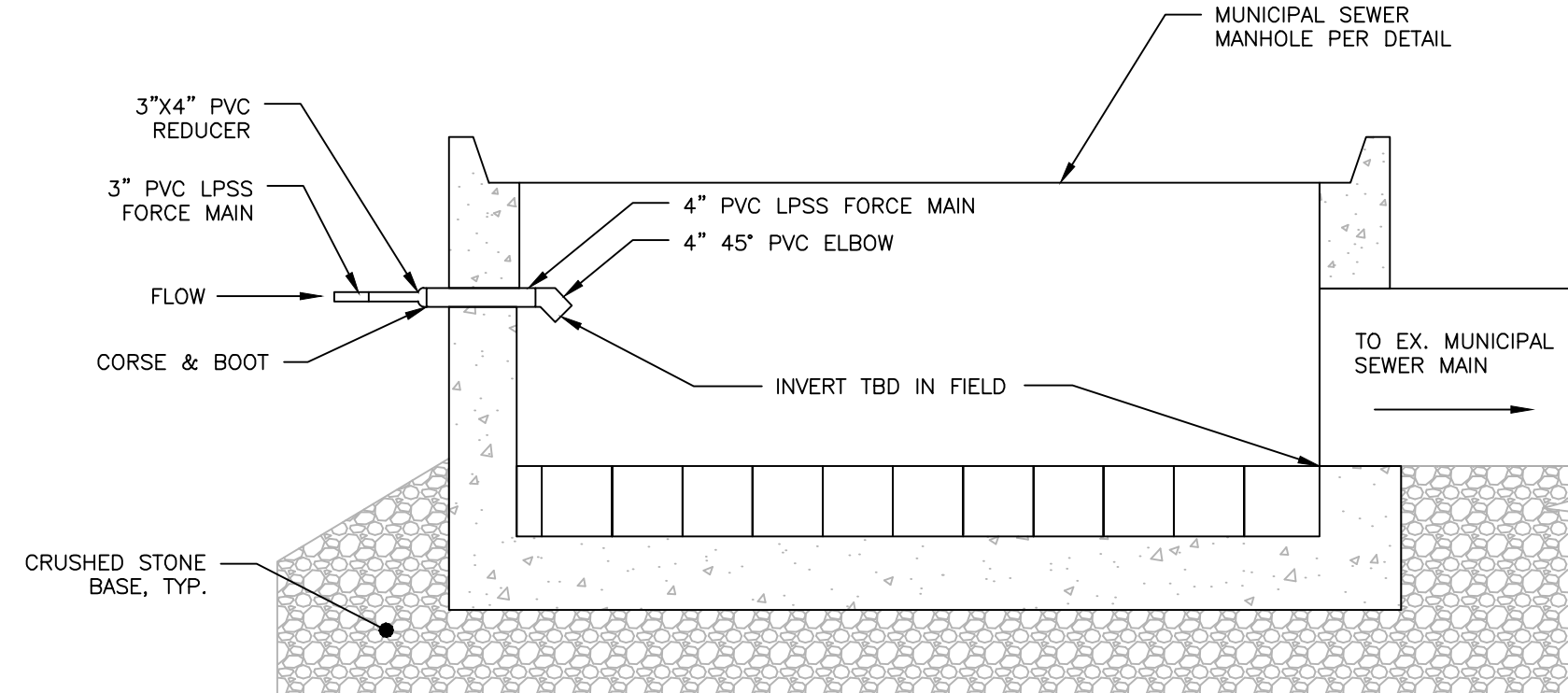
1. PLACE TRENCH BACKFILL MATERIAL IN 12" LIFTS.
2. COMPACT MATERIAL LIFTS TO 92% OF MAX. DRY DENSITY.
3. PAVED AREAS SHALL MATCH TYPICAL ROAD SECTION WHEN LOCATED WITHIN PAVED AREAS.
4. WORK WITHIN NEW WESTBROOK STREET SHALL BE COORDINATED WITH THE DEPARTMENT OF PUBLIC WORKS DIRECTOR. PAVEMENT CUT IN WESTBROOK STREET SHALL BE RESTORED TO EXISTING CONDITIONS OR THE COLLECTOR PAVEMENT PROFILE, WHICHEVER IS MORE STRINGENT.
5. MIN 2" OF RIGID INSULATION WHERE COVER IS LESS THAN 5'.



FORCE MAIN TRENCH
NOT TO SCALE

NOTES:

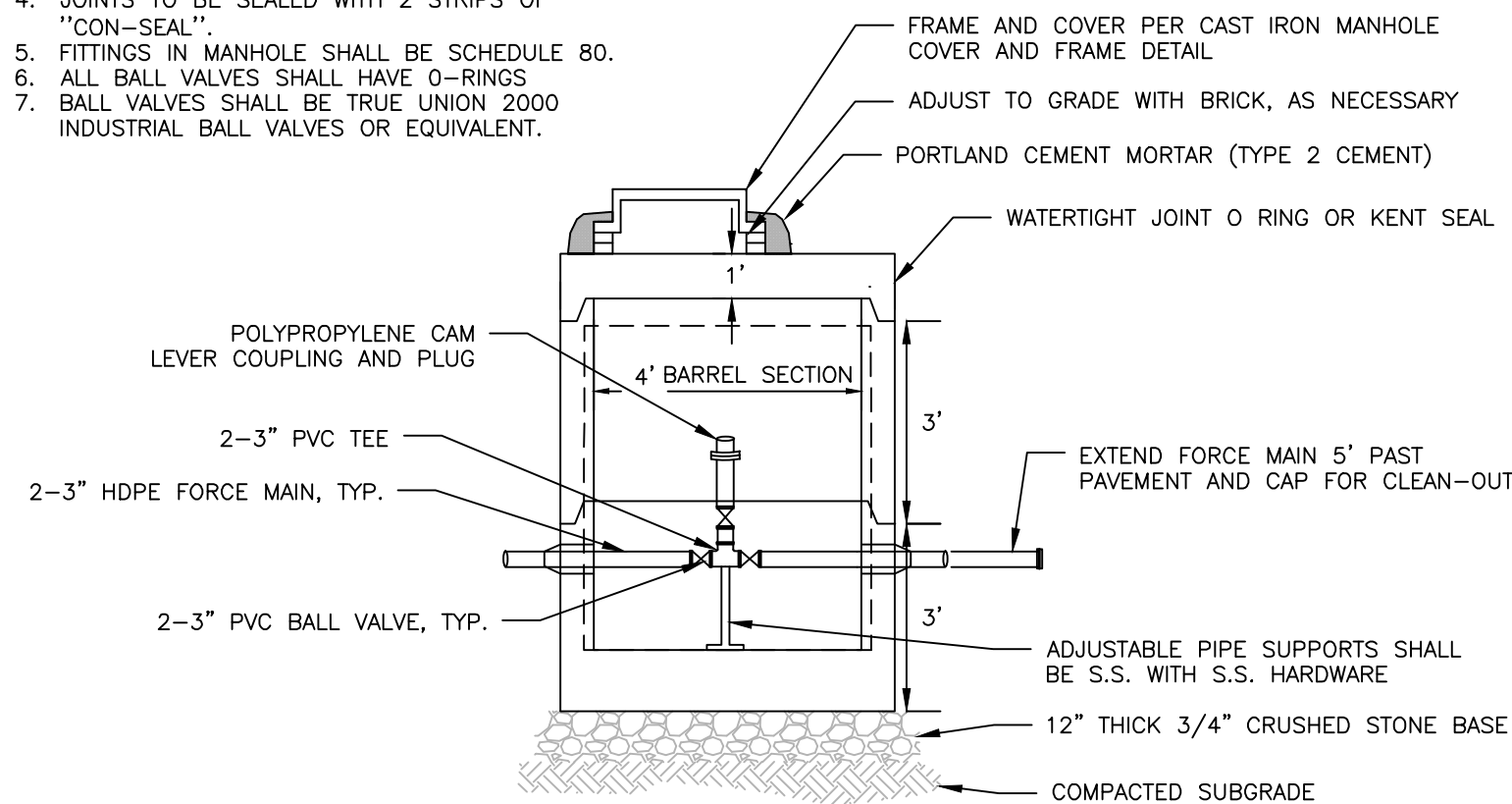
1. USE FLEXIBLE RUBBER BOOT WITH TWO STAINLESS STEEL BANDS.
2. LOCATION OF CORED HOLE IN MANHOLE SHOULD BE FIELD CHECKED PRIOR TO INSTALLATION TO ENSURE ADEQUATE SEPARATION FROM MANHOLE BARREL JOINT.
3. CITY ENGINEER SHALL INSPECT AND APPROVE INSTALLATION OF FORCE MAIN PRIOR TO BACKFILLING.



FORCE MAIN TERMINUS MANHOLE
NOT TO SCALE

NOTES:

1. CONCRETE TO HAVE A MIN. PSI OF 5,000 @ 28 DAYS.
2. CEMENT: TYPE III PER ASTM C150-81.
3. DESIGN LOADING: H-20 PER ASTM C-478.
4. JOINTS TO BE SEALED WITH 2 STRIPS OF "CON-SEAL".
5. FITTINGS IN MANHOLE SHALL BE SCHEDULE 80.
6. ALL BALL VALVES SHALL HAVE O-RINGS
7. BALL VALVES SHALL BE TRUE UNION 2000 INDUSTRIAL BALL VALVES OR EQUIVALENT.

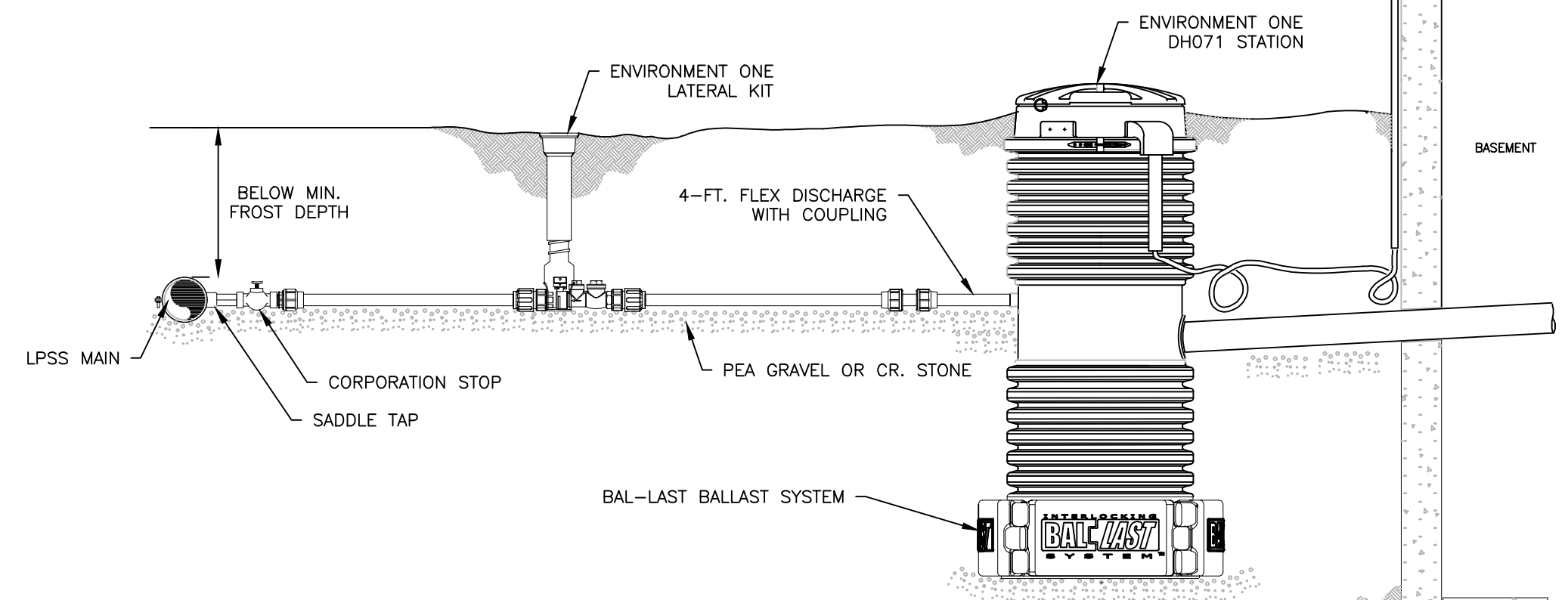


SIDE PROFILE

FORCE MAIN MANHOLE CLEAN-OUT
NOT TO SCALE

NOTES:

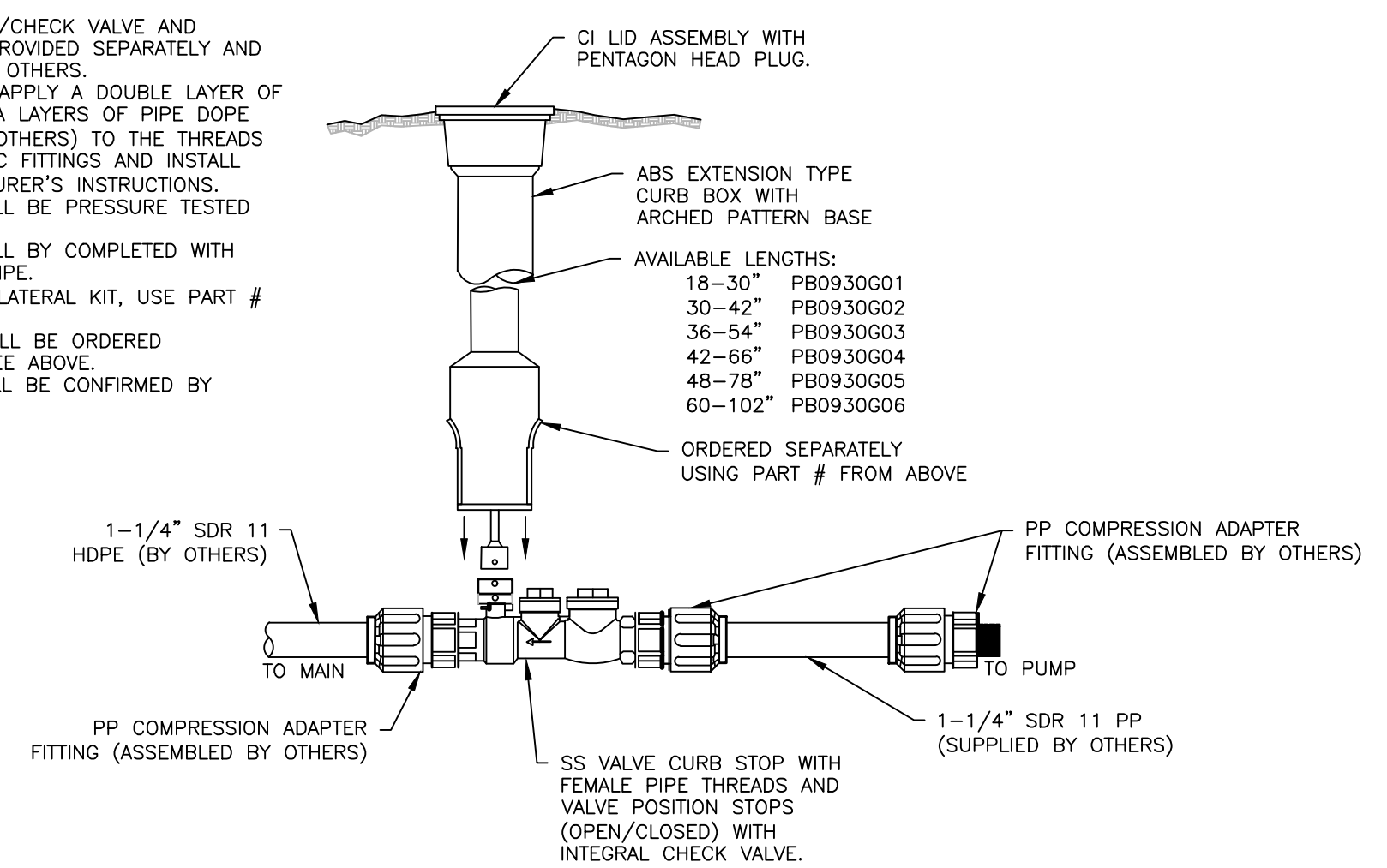
1. ENVIRONMENT ONE DH071 STATION OR APPROVED EQUIVALENT



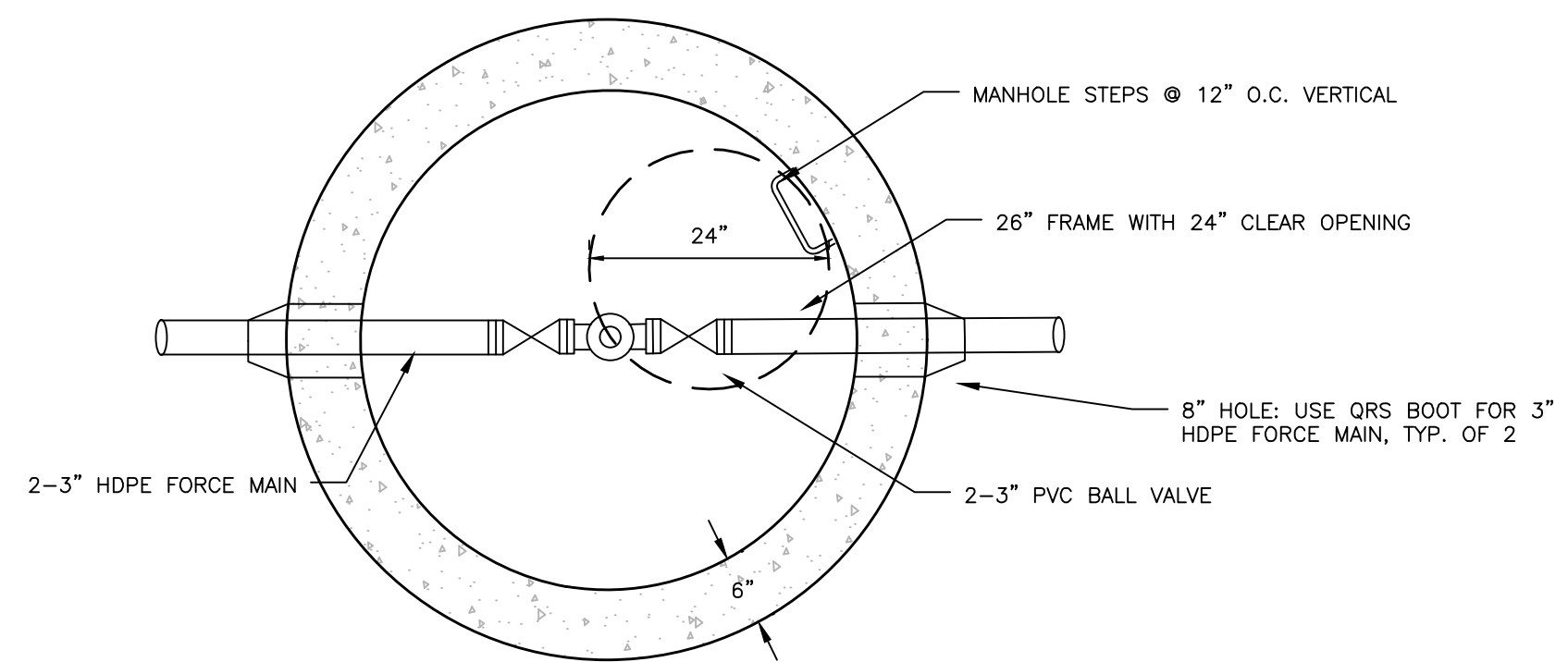
TYPICAL PUMP AND BALLAST INSTALLATION
NOT TO SCALE

NOTES:

1. SS CURB STOP/CHECK VALVE AND FITTINGS ARE PROVIDED SEPARATELY AND ASSEMBLED BY OTHERS.
2. TO ASSEMBLE, APPLY A DOUBLE LAYER OF TEFLON TAPE, A LAYERS OF PIPE DOPE (SUPPLIED BY OTHERS) TO THE THREADS ON THE PLASTIC FITTINGS AND INSTALL PER MANUFACTURER'S INSTRUCTIONS.
3. ASSEMBLY SHALL BE PRESSURE TESTED BY OTHERS.
4. ASSEMBLY SHALL BE COMPLETED WITH SDR11 HDPE PIPE.
5. TO ORDER SS LATERAL KIT, USE PART # NC019300.
6. CURB BOX SHALL BE ORDERED SEPARATELY, SEE ABOVE.
7. PIPE SIZE SHALL BE CONFIRMED BY OTHERS.



FORCE MAIN SHUT-OFF DETAIL
NOT TO SCALE



PLAN VIEW

AS-BUILT DRAWING

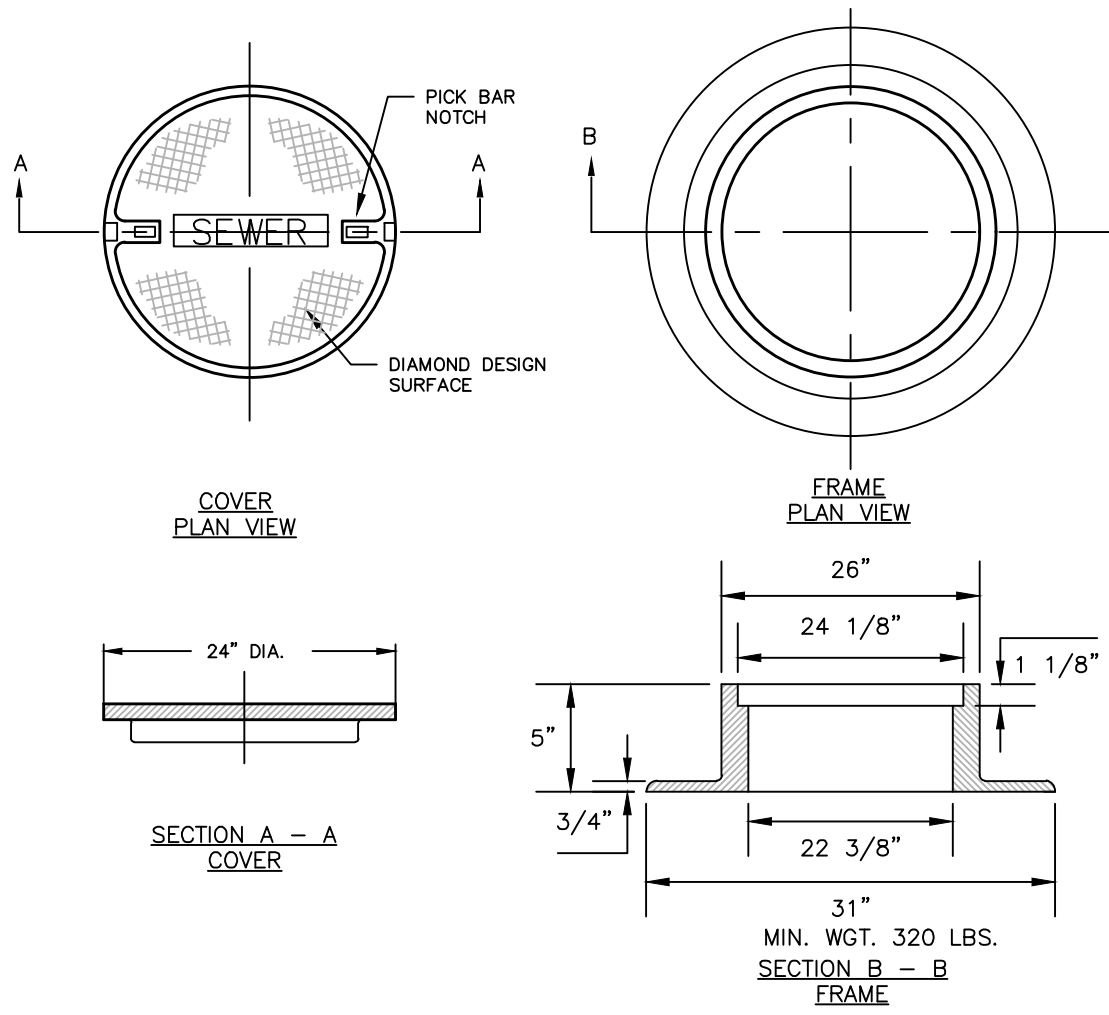
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FINAL APP.	WHS
DPW REVIEW	WHS
CITY COMMENTS	WHS
CONSTRUCTION	WHS
MEANS AGREEMENT	WHS
AS-BLT DPW REV	WHS

UTILITY DETAILS - 2	STROUDWATER PRESERVE
STROUDWATER DEVELOPMENT PARTNERS, LLC	KENNEBUNK, MAINE 04043

DRAWING NAME	PROJECT NAME	CLIENT
UTILITY DETAILS - 2	STROUDWATER PRESERVE	STROUDWATER DEVELOPMENT PARTNERS, LLC
ENGINEERING, INC.	ENGINEERING, INC.	ENGINEERING, INC.
158 DANFORTH ST., PORTLAND, MAINE 04102	158 DANFORTH ST., PORTLAND, MAINE 04102	158 DANFORTH ST., PORTLAND, MAINE 04102
(207) 775-2655	(207) 775-2655	(207) 775-2655

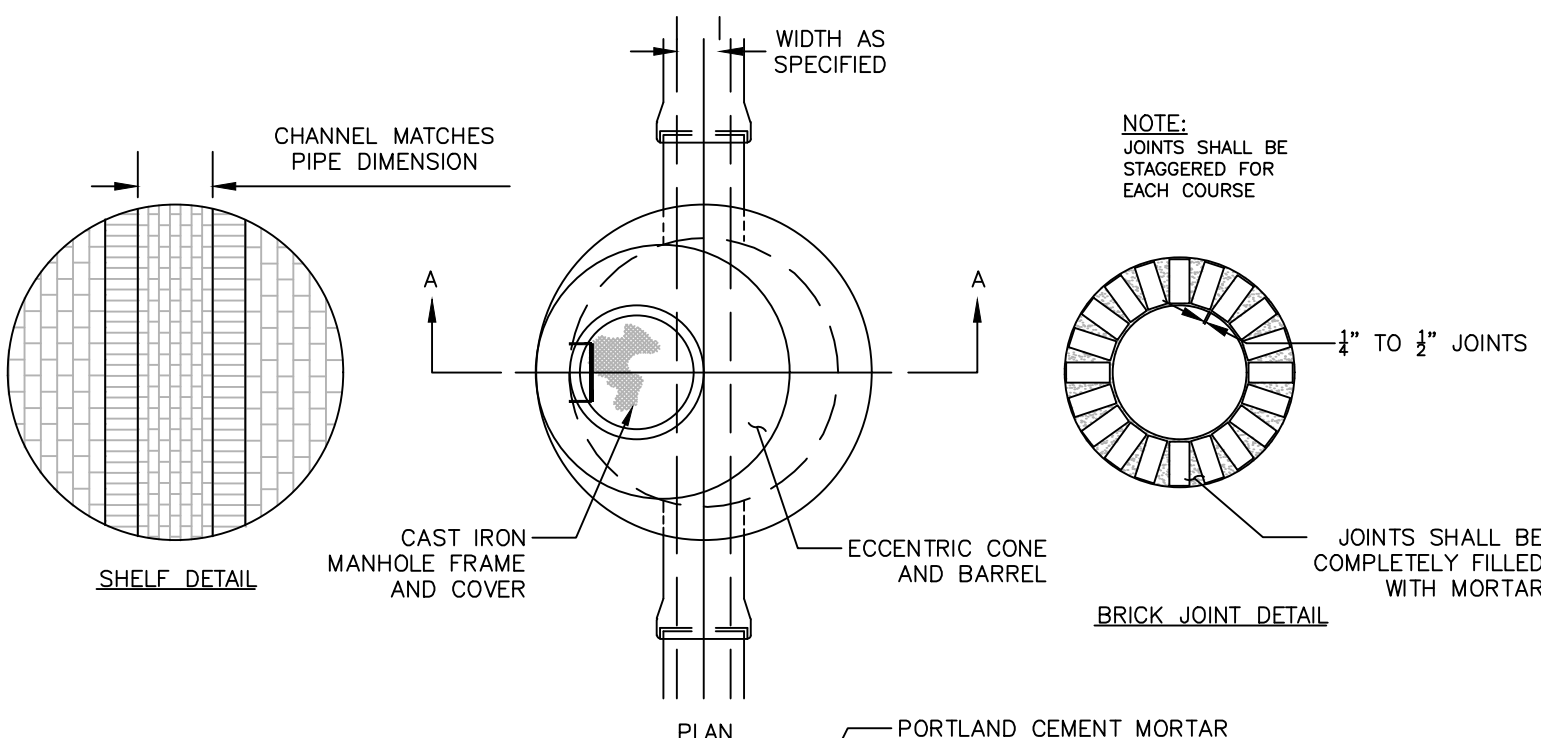
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SCALE:	NTS
DESIGNED BY:	WHS
DRAWN BY:	SJL
CHECKED BY:	WHS

DRAWING NO.	C-44
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- NOTES:
1. ALL SANITARY AND STORMWATER/DRAIN MANHOLE COVERS SHALL BE 24" x 5".
 2. ALL SANITARY MANHOLE COVERS AND SHALL HAVE "SEWER" CAST INTO THE COVER.
 3. ALL STORM AND SEWER MANHOLE COVERS SHALL BE SOLD AND SHALL HAVE A 3/8" DIAMETER DRILLED PICK HOLE LOCATED 8" FROM THE CENTER OF THE COVER.
 4. ALL STORMWATER/DRAIN MANHOLE COVERS SHALL HAVE "DRAIN" CAST INTO THE COVER.
 5. APPROVED MANHOLE FRAMES: EAST JORDAN = 1690Z OR APPROVED EQUAL.
 6. APPROVED MANHOLE COVER: EAST JORDAN = 2160A OR APPROVED EQUAL.
 7. FRAME AND COVER CONSTRUCTION SHALL BE COMPATIBLE WITH STANDARD PRECAST SEWER MANHOLE DETAIL.
 8. EXISTING MANHOLES, CATCH BASINS, FRAMES, AND COVERS SHALL BE SALVAGED BY THE CONTRACTOR, AND SHALL REMAIN THE PROPERTY OF THE CITY OR PORTLAND.

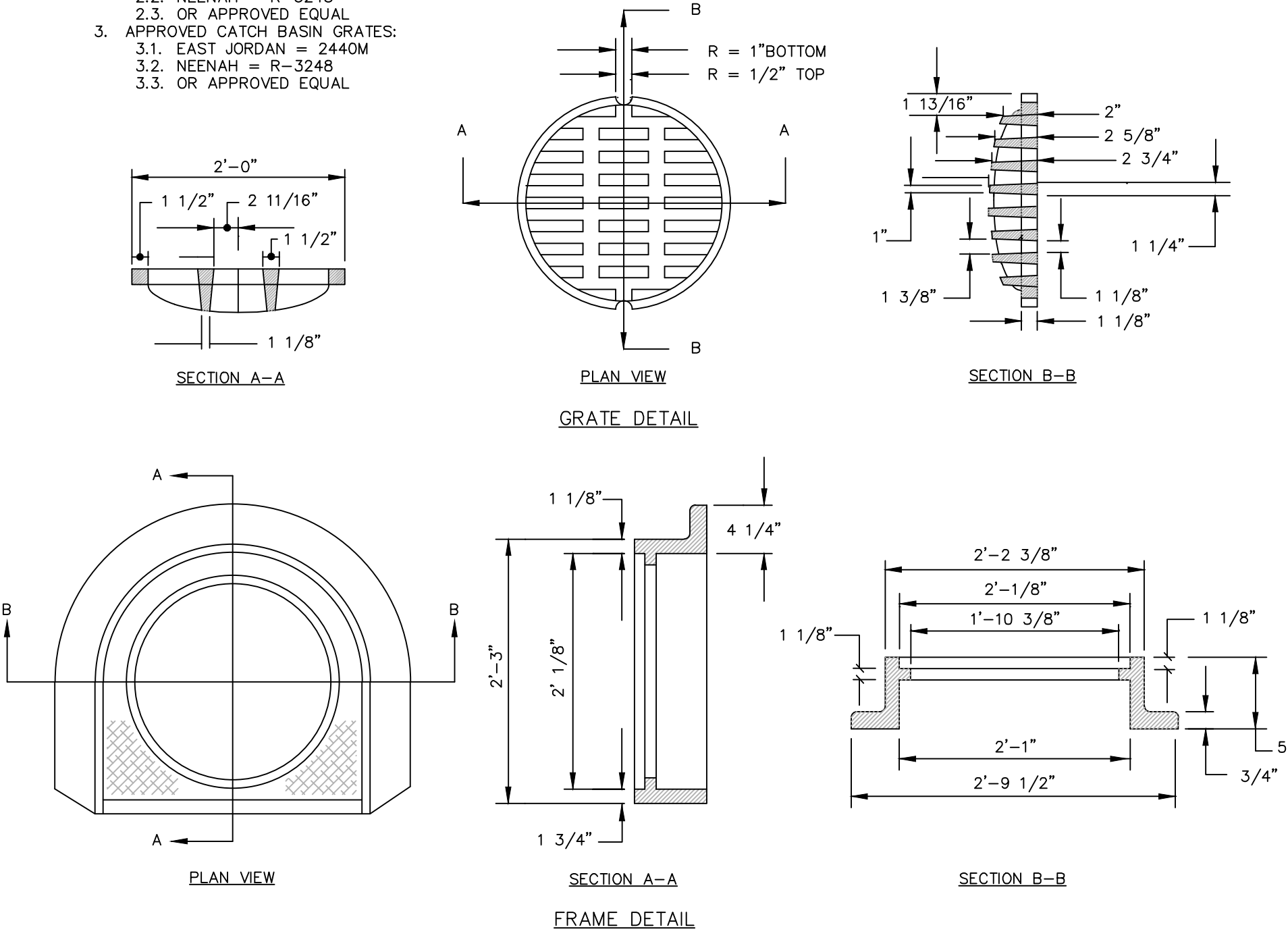
CAST IRON MANHOLE COVER AND FRAME
NOT TO SCALE



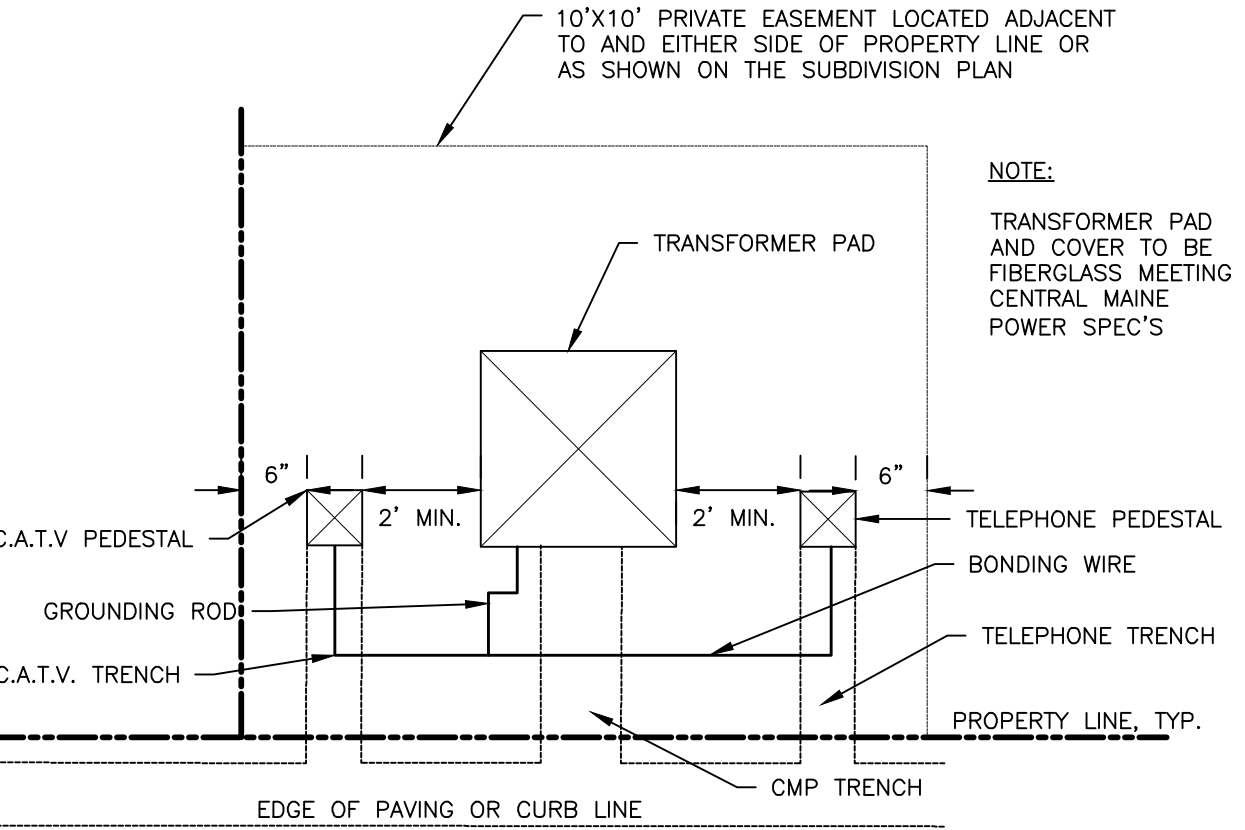
- NOTES:
1. MANHOLES MAY BE CONSTRUCTED OF PRECAST REINFORCED CONCRETE, OR CAST IN PLACE.
 2. PRECAST REINFORCED CONE BARREL MANUFACTURED PER ASTM SPEC. C-478.
 3. ALL MANHOLE RISERS SHALL BE EITHER 24" OR APPROVAL EQUAL.
 4. ALL SANITARY MANHOLES SHALL HAVE A WATERPROOFING COATING APPLIED TO THE EXTERIOR SURFACE.
 5. CASTINGS SHALL CONFORM TO ASTM DESIGNATION A48-CLASS 35.
- PRECAST REINFORCED CONCRETE BARREL SECTION MATCH 1'-0" TO 4'-0" LENGTH TO MEET FIELD CONDITIONS
- CUT BACK PIPE TO MANHOLE I. D.
- CONCRETE OR MASONRY FILL (NO AIR VOIDS)
- DOUBLE MASTIC SEAL REQUIRED
- OUTSIDE WALL
- JOINT/MASTIC DETAIL
- NOTE: MANHOLE CHANNELS REQUIRING CHANGE OF ALIGNMENT, TO BE BUILT ON SMOOTH RADII. IF SIDE PIPES ENTER, CHANNEL TO BE SHAPED TO RECEIVE ADDED SIDE FLOW.

PRECAST CONCRETE MANHOLE
NOT TO SCALE

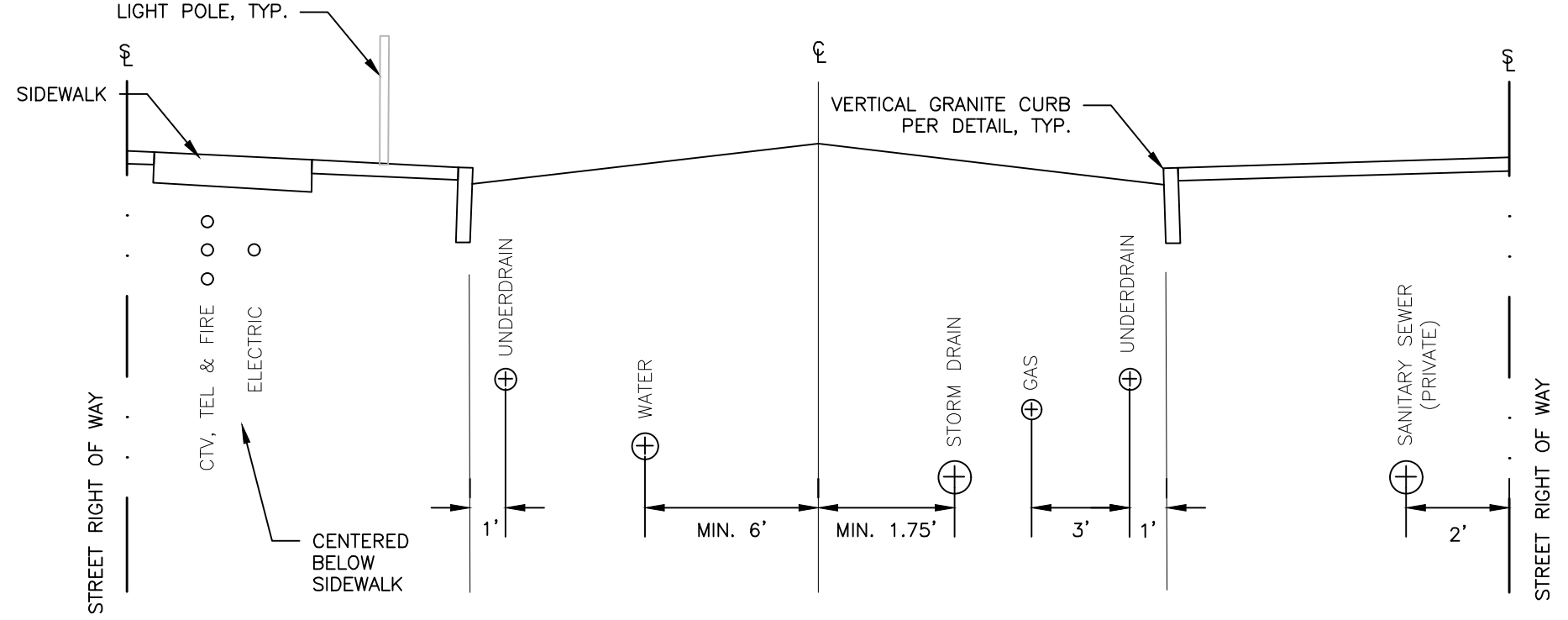
- NOTES:
1. CATCH BASIN FRAMES FOR TYPE A4 CATCH BASIN CURB INLETS SHALL BE ETHERIDGE DR5A OR APPROVED EQUAL.
 2. APPROVED CATCH BASIN FRAMES:
 - 2.1. EAST JORDAN = 7375Z
 - 2.2. NEENAH = R-3248
 - 2.3. OR APPROVED EQUAL.
 3. APPROVED CATCH BASIN GRATES:
 - 3.1. EAST JORDAN = 2440M
 - 3.2. NEENAH = R-3248
 - 3.3. OR APPROVED EQUAL.



CATCH BASIN FRAME & GRATE
NOT TO SCALE

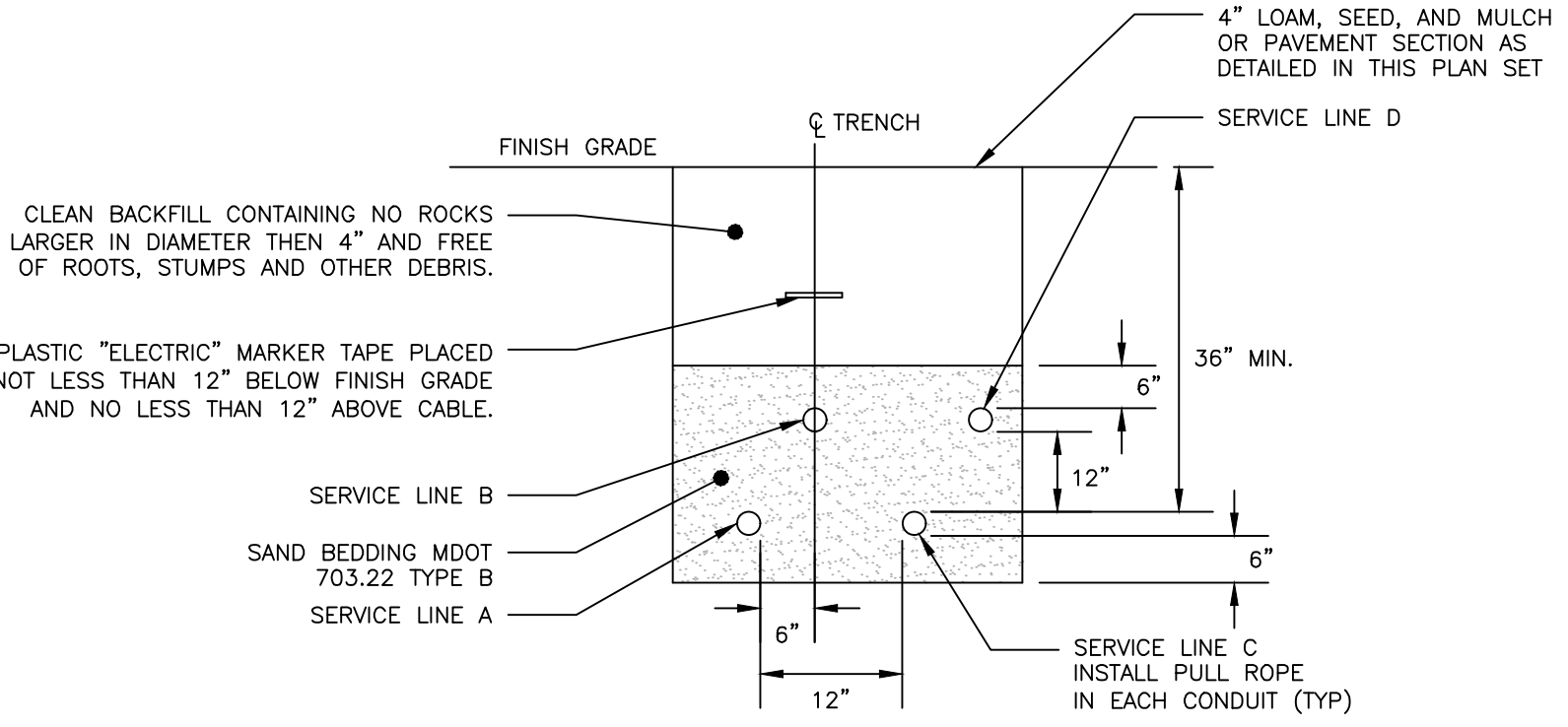


TYPICAL TRANSFORMER DETAIL
NOT TO SCALE



- NOTES:
1. DEPTH OF SANITARY SEWER, STORM DRAIN AND WATER PER ROAD PROFILES.
 2. DEPTH OF UNDERDRAIN SHALL BE 3'-6" FROM GUTTER LINE TO PIPE INVERT.
 3. MIN. 5' HORIZONTAL FACE TO FACE SEPARATION BETWEEN WATERMAIN AND STORMWATER OR SEWER STRUCTURES.
 4. MIN. 12" HORIZONTAL FACE TO FACE SEPARATION BETWEEN GAS MAIN AND STORMWATER OR SEWER STRUCTURES.
 5. DEPTHS OF ELECTRIC, TELEPHONE, CABLE TELEVISION AND FIRE TO BE AT LEAST 36 INCHES BELOW FINISH GRADE. DEPTHS OF OTHER UTILITIES PER REQUIREMENTS OF APPLICABLE UTILITY COMPANY. WHEN TREES ARE PROPOSED FOR THE ESPLANADE, THE UTILITIES DESIGNATED FOR THAT LOCATION SHALL MAKE NECESSARY PROVISIONS.
 6. APPLICABLE WARNING TAPE SHALL BE PLACES OVER EACH UTILITY.
 7. RIGID PVC CONDUIT IS REQUIRED FOR STREET AND DRIVEWAY CROSSINGS AND OTHER PAVEMENT CROSSINGS MORE THAN 12 FEET IN LENGTH. CONDUITS CROSSING STREETS SHALL BE ENCASED IN CONCRETE.

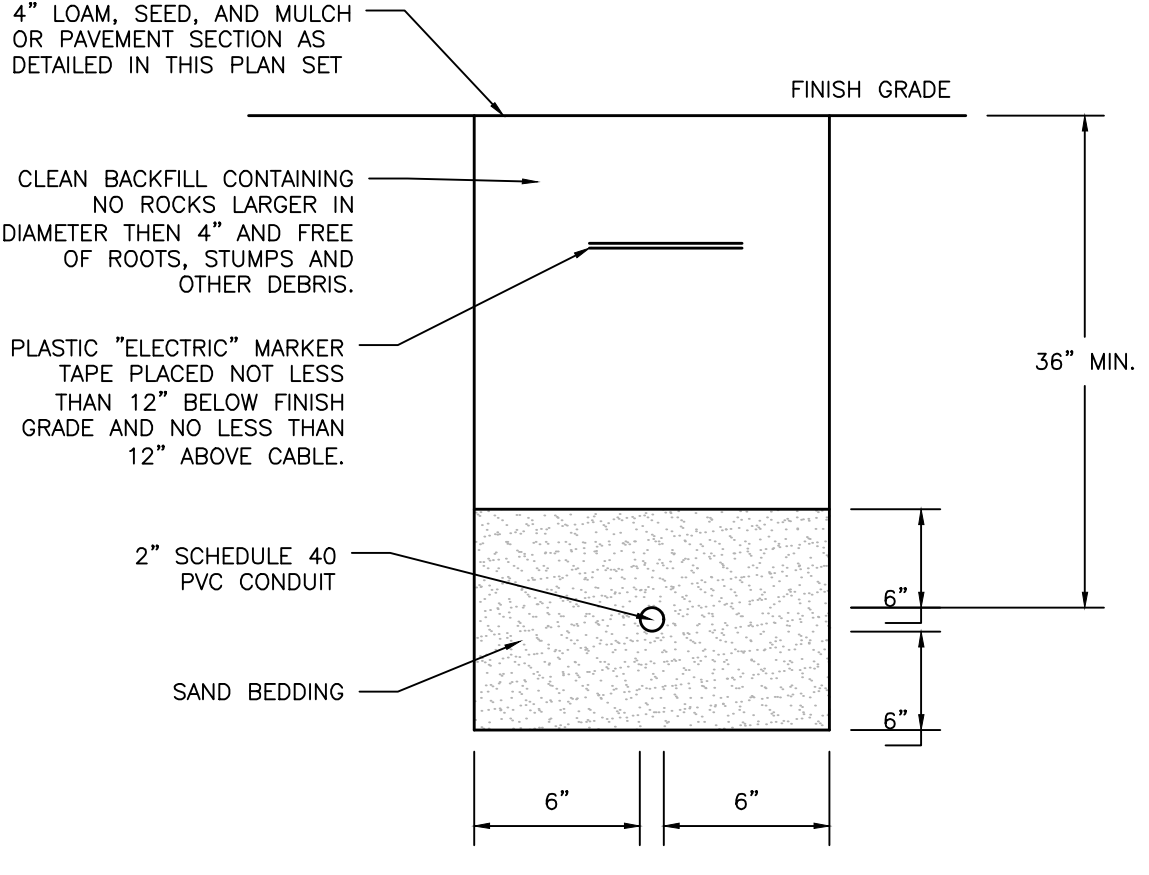
UTILITY LOCATIONS IN STREETS
NOT TO SCALE



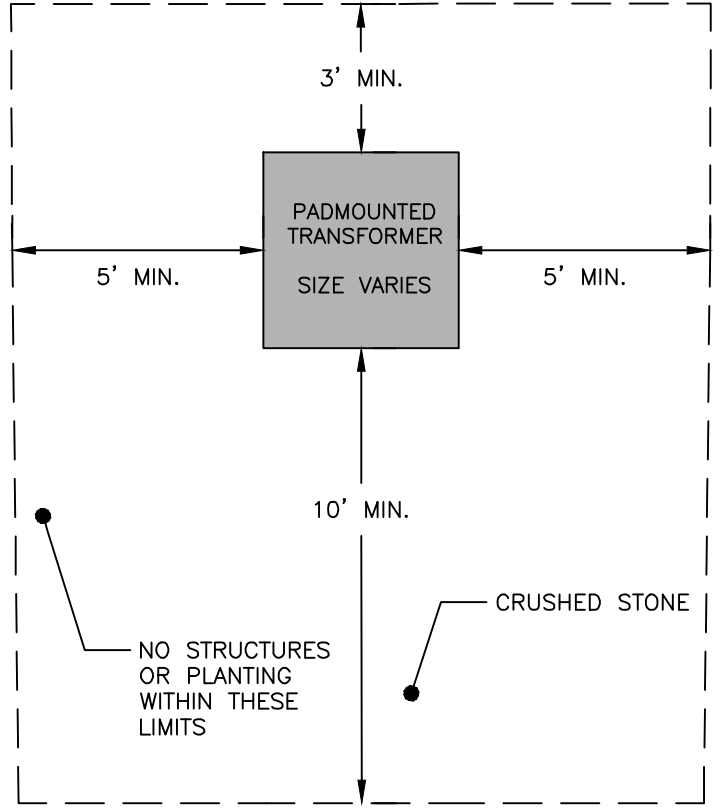
CONDUIT TYPE				
SERVICE	CONDUIT SIZE	GRASS AND PAVED AREAS	UTILITY	REMARKS
A	2-5"	SCHEDULE 40 PVC ELECTRICAL GRADE	PRIMARY POWER	SEE NOTE 1
B	2-4"	SCHEDULE 40 PVC	COMMUNICATION	-
C	2-4"	SCHEDULE 40 PVC ELECTRICAL GRADE	SPARE	IF REQUIRED
D	2-4"	SCHEDULE 40 PVC	CABLE	-

- NOTES:
1. ONE CONDUIT CAPPED FOR SPARE, PROVIDE GALVANIZED STEEL LONG SWEEP AT RISER POLE AND EXTEND GALVANIZED CONDUIT TO 10" ABOVE GRADE AT POLE WITH STAND-OFF BRACKETS.
 2. MINIMUM SEPARATION OF 24 INCHES BETWEEN PRIMARY CABLE/CONDUIT AND GAS LINES SHALL BE MAINTAINED.

UTILITY TRENCH
NOT TO SCALE



SECONDARY ELECTRICAL TRENCH
NOT TO SCALE



CMP TRANSFORMER SETBACKS
NOT TO SCALE

- NOTES:
1. WHERE DANGER OF FLOW OR TRAFFIC DAMAGE EXISTS, BARRIERS, CONSISTING OF CONCRETE FILLED 6 INCH IPS STEEL POSTS SET 4 FEET DEEP SHALL BE PROVIDED FOR PROTECTION (PRESSURE TREATED 6X6 INCH MIN. TIMBER POSTS MAY BE SUBSTITUTED IN RESIDENTIAL AREAS). POSTS SHALL NOT INTERFERE WITH TRANSFORMER ACCESS. GENERALLY THE POSTS SHALL BE LOCATED NEAR THE CORNERS OF THE TRANSFORMERS.
 2. THE SETBACKS DEPICT CLEARANCES FROM OBSTRUCTIONS INCLUDING TREES, SHRUBS, AND FENCES.
 3. THERE SHALL BE NO OPENINGS IN THE BUILDING WALL IN BACK OF, BESIDE, OR OVER THE TRANSFORMER UNLESS THE TRANSFORMER IS A MIN. OF 10 FEET FROM THE BUILDING.
 4. SIDE CLEARANCES FROM DOORS OR WINDOWS SHALL NOT BE LESS THAN 10 FEET.
 5. THERE SHALL BE A MIN. OF 10 FEET BETWEEN THE TRANSFORMER AND ANY GAS METER/REGULATOR, GAS RELIEF VALVE, GAS VENT DISCHARGE, GAS FILLING CONNECTION, OR PROPANE TANK. SOME INSURANCE COMPANIES MAY REQUIRE INCREASED CLEARANCES.
 6. TRANSFORMER SHALL BE LOCATED FAR ENOUGH AWAY FROM BUILDING OVERHANGS SO THAT THEY WILL NOT BE SUBJECT TO DAMAGE BY FALLING ICE AND SNOW.
 7. IF TRANSFORMER IS NOT INSTALLED IMMEDIATELY UPON THE INSTALLATION OF THE CABLE IN THE PAD, THE CONTRACTOR SHALL PROVIDE AND INSTALL A CMP APPROVED CONCRETE, STEEL, OR FIBERGLASS COVER OVER THE PAD OPENING TO ELIMINATE EXPOSURE OF THE CABLE.

AS-BUILT DRAWING

ISSUED FOR	BY
PRELIM. APP.	WHS
FINAL APP.	WHS
DPW REVIEW	WHS
CITY COMMENTS	WHS
CONSTRUCTION	WHS
AS-BLT DPW REV	WHS

DRAWING NAME:	UTILITY DETAILS - 3
PROJECT NAME:	STROUDWATER PRESERVE
CLIENT:	STROUDWATER DEVELOPMENT PARTNERS, LLC KENNEBUNK, MAINE 04043

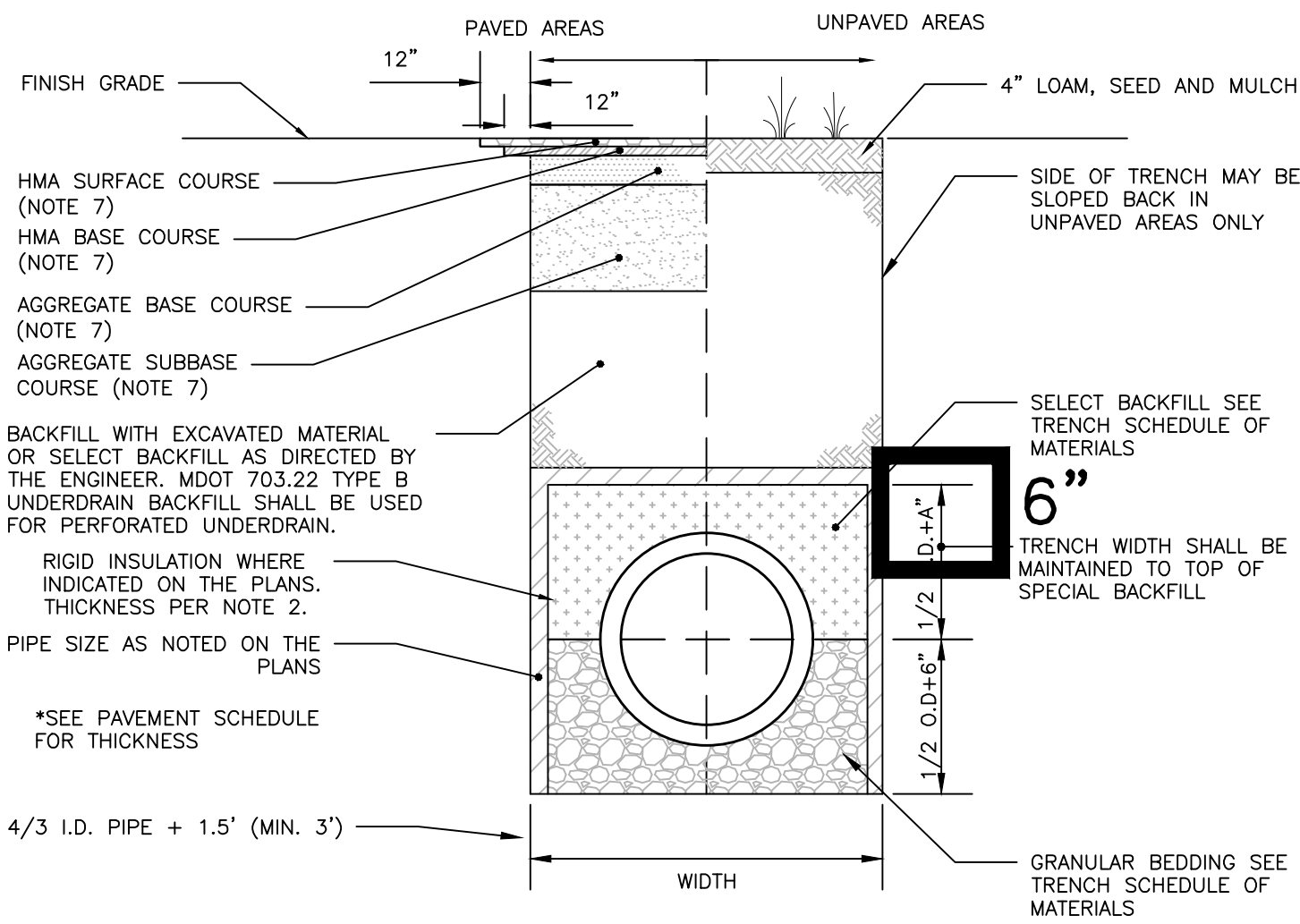
ACORN ENGINEERING, INC. ENGINEERING, INC.

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY ALTERATIONS, AUTHORIZED OR UNAUTHORIZED, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

158 DANFORTH ST. PORTLAND MAINE 04102
(207) 775-2655

FILE:	1079_CIVIL
JN:	1079
SCALE:	NTS
DESIGNED BY:	WHS
DRAWN BY:	SJL
CHECKED BY:	WHS

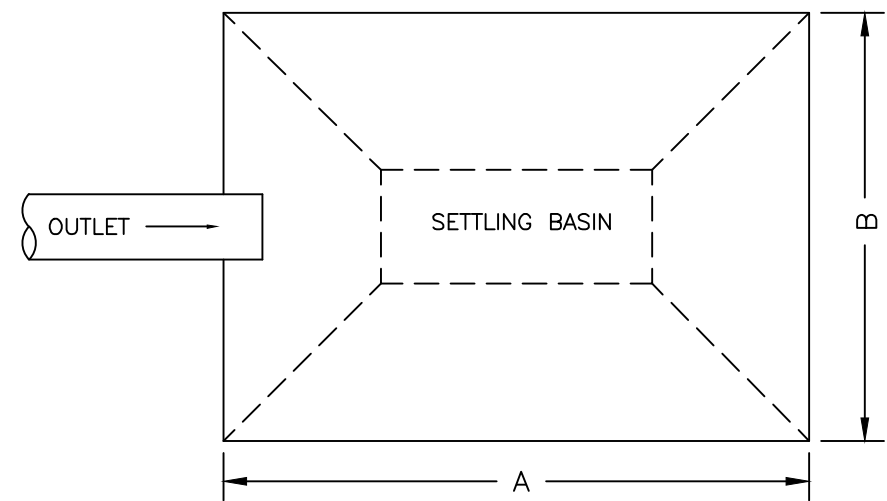
DRAWING NO.
C-45



SCHEDULE OF MATERIALS		
TYPE OF PIPE	GRANULAR BEDDING	SELECT BACKFILL
CMP DUCTILE IRON RCP	MDOT 703.22 TYPE B UD BACKFILL	MDOT 703.22 TYPE B UD BACKFILL
PVC/HDPE	MDOT 703.22 TYPE C 3/4" CRUSHED STONE	MDOT 703.22 TYPE B UD BACKFILL
CMP	MDOT 703.22 TYPE C 3/4" CRUSHED STONE	MDOT 703.22 TYPE C 3/4" CRUSHED STONE

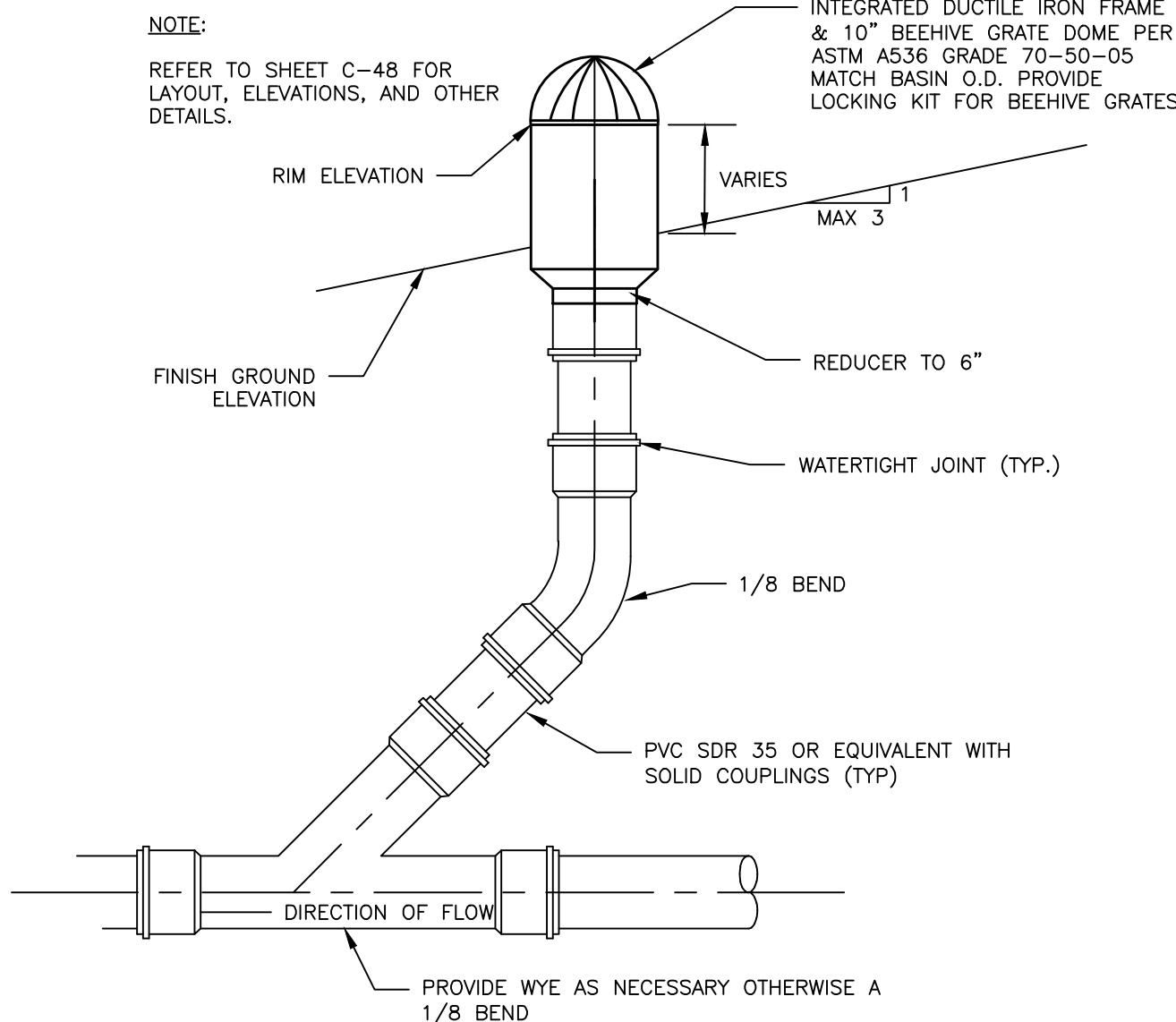
- NOTES:
- BRACING AND SHEETING OR OTHER TRENCH PROTECTION TO BE PROVIDED TO MEET APPLICABLE STATE AND O.S.H.A. SAFETY STANDARDS. ALL SUCH TRENCH PROTECTION TO BE THE RESPONSIBILITY OF THE CONTRACTOR.
 - STORM DRAIN COVER BETWEEN 2' AND 3' SHALL INCLUDE 4" OF RIGID INSULATION. COVER BETWEEN 3' AND 4' SHALL INCLUDE 2" RIGID INSULATION. OTHER UTILITIES: ADD 2" OF RIGID INSULATION FOR EACH FOOT ABOVE MINIMUM DEPTH.
 - INSTALL WARNING TAPE DIRECTLY ABOVE UTILITIES AT THE TOP OF SUBGRADE.
 - MINIMUM COVER
 - 2'-0" - STORM DRAIN
 - 5'-0" - SEWER
 - NO TREES SHALL BE PLANTED WITHIN 5' OF A SEWER PIPE OR SERVICE
 - THIS DETAIL SHALL BE APPLIED ONLY TO DRAINAGE PIPE TRENCHES OUTSIDE OF THE CITY OF PORTLAND ROW.
 - THICKNESS AS NOTED BY SURFACE DETAILS

INTERNAL STORM DRAIN AND SEWER TYPICAL TRENCH SECTION
NOT TO SCALE

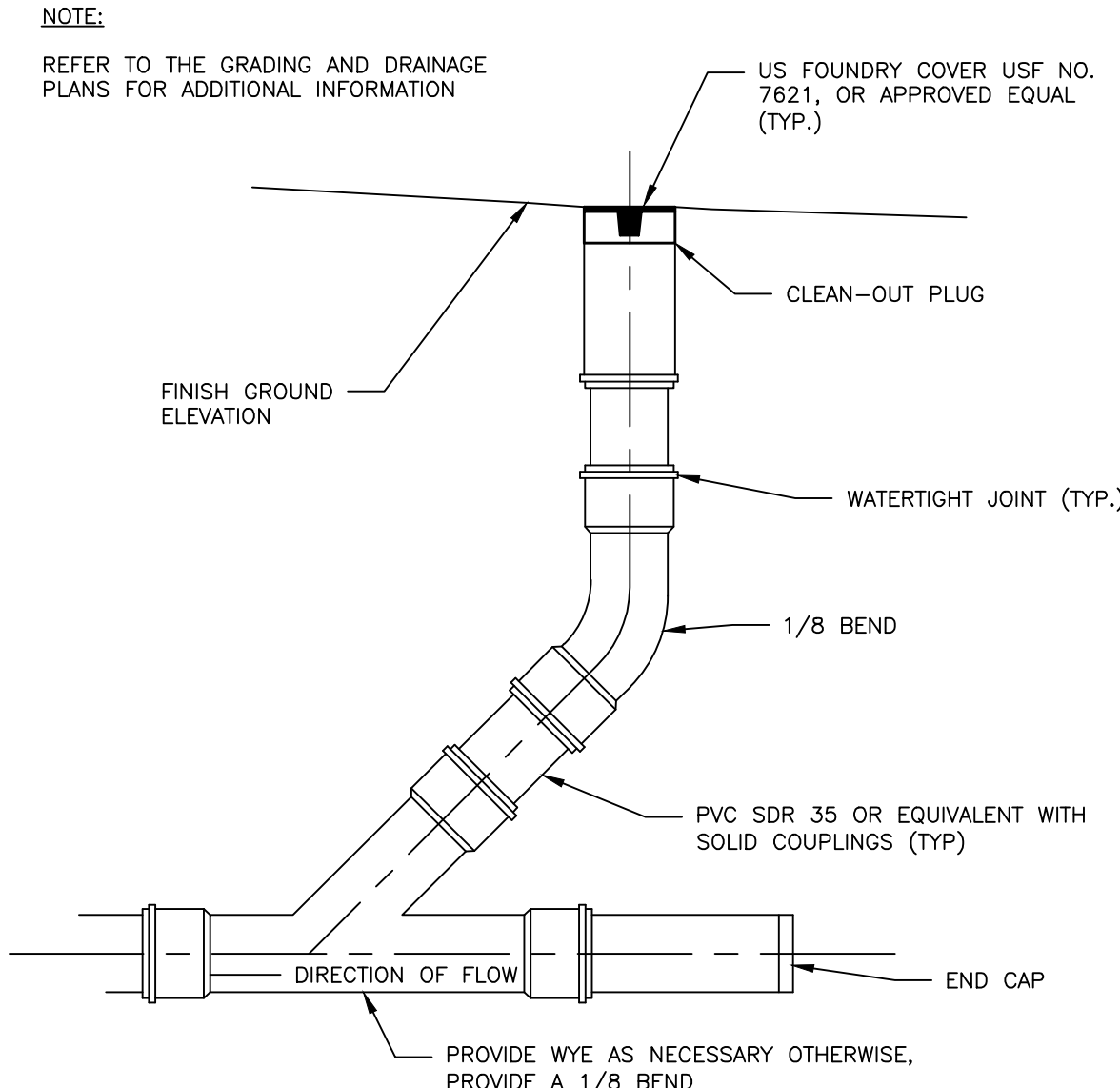


- NOTES:
- RIPRAP AND NON-WOVEN GEOTEXTILE LAYER TO EXTEND AT LEAST 6" BEYOND CULVERT INVERT.
 - EMBANKMENT FOUNDATION AREA SHALL BE CLEARED OF STUMPS, ROOTS, BRUSH, ETC. TO PROVIDE GOOD CONTACT.
 - BASINS ARE TO BE CONSTRUCTED BEFORE THE GROUND IS FROZEN.
 - ALL NATIVE SOIL IS TO BE SCARIFIED BEFORE THE FIRST LAYER OF FILL.
 - ALL EMBANKMENTS NOT SUPPORTED BY RIP RAP SHALL BE COVERED WITH EROSION CONTROL MIX IN ACCORDANCE WITH THE EROSION AND SEDIMENTATION CONTROL PLAN.

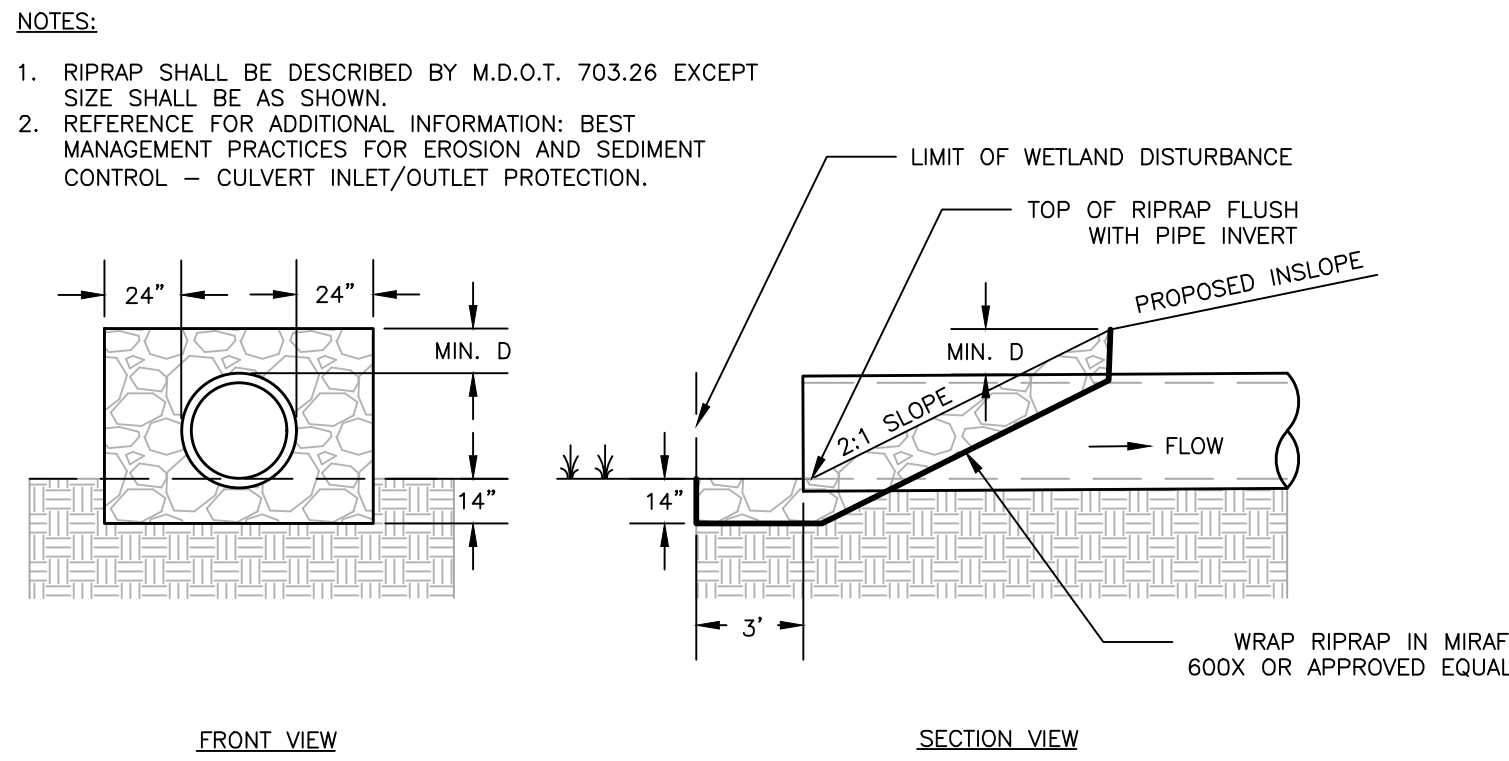
RIPRAP PLUNGE POOL
NOT TO SCALE



OVERFLOW DRAIN DETAIL
NOT TO SCALE

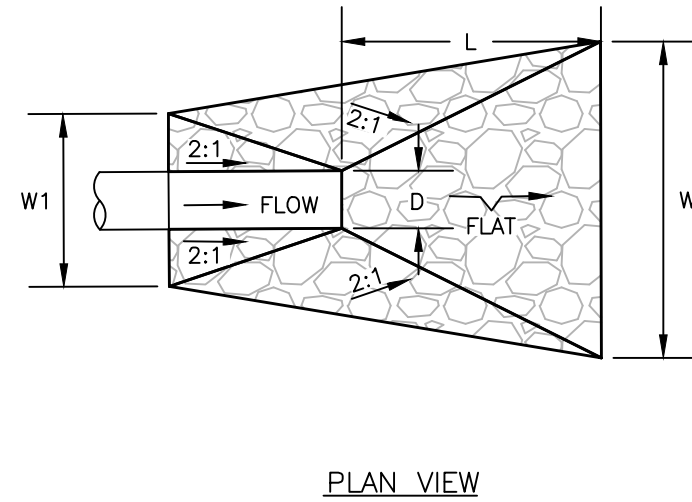


CLEANOUT DETAIL
NOT TO SCALE

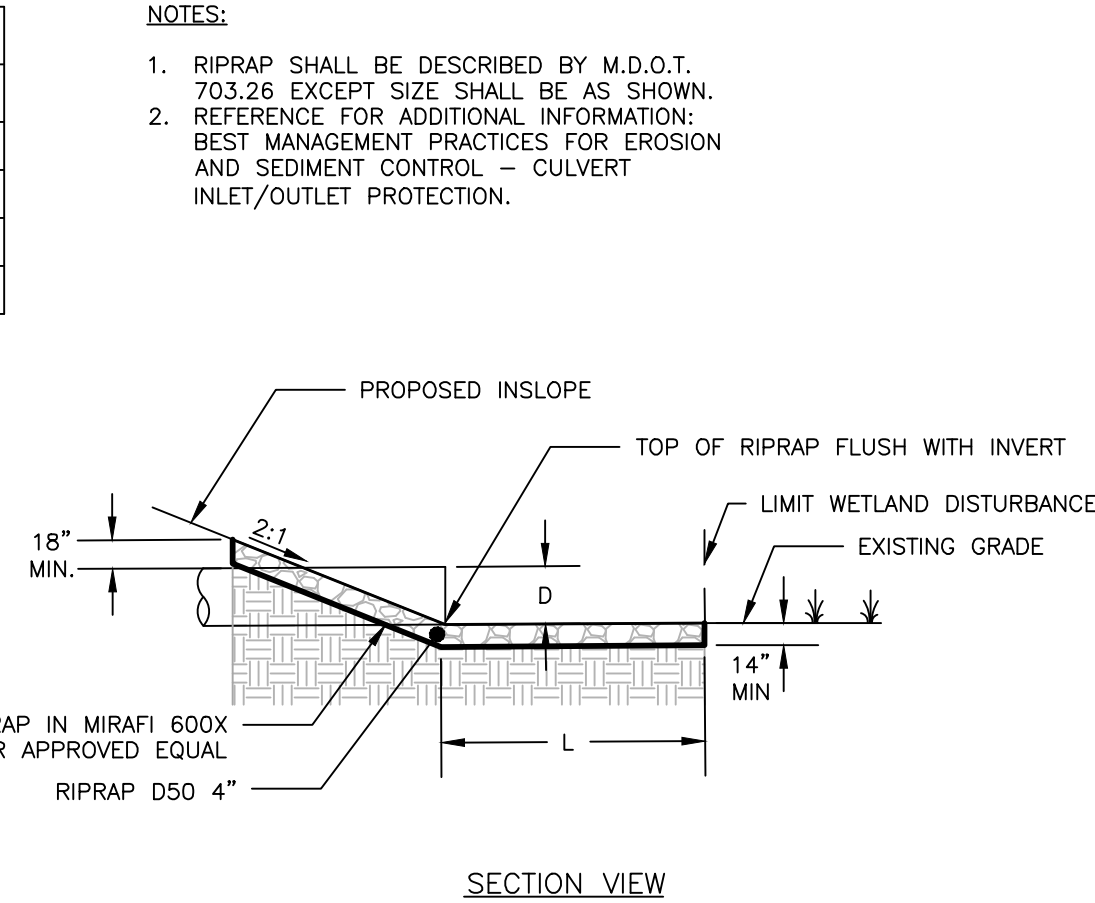


RIPRAP INLET APRON DETAIL
NOT TO SCALE

SCHEDULE - SINGLE CULVERT			
CULVERT DIAMETER (D)	LENGTH (L)	WIDTH (W1)	WIDTH (W2)
D	4.5D	3D	D+L
24"	9'	6'	11'
30"	11.25'	7.5'	13.75'
36"	13.5'	9'	16.5'

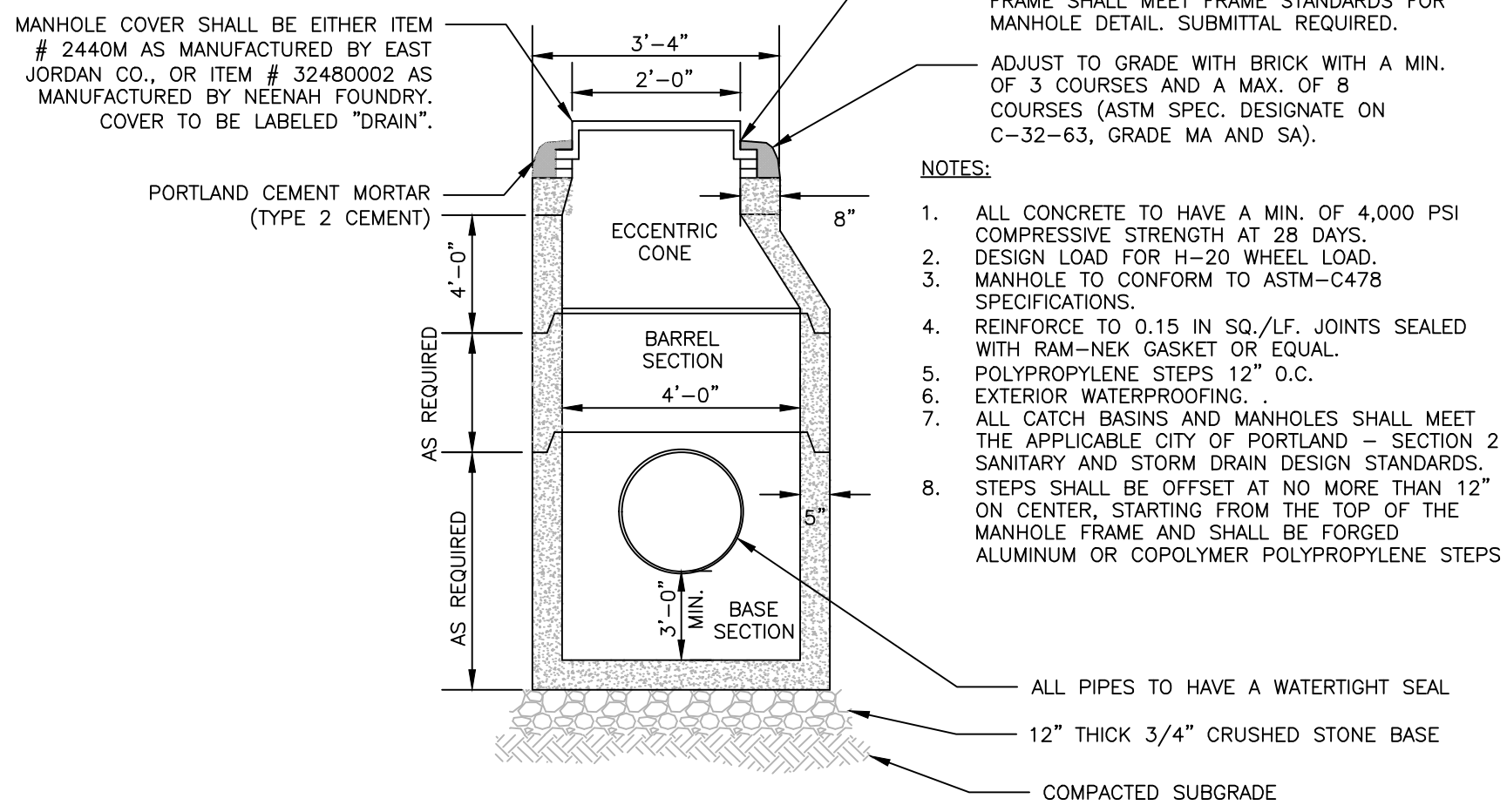


PLAN VIEW

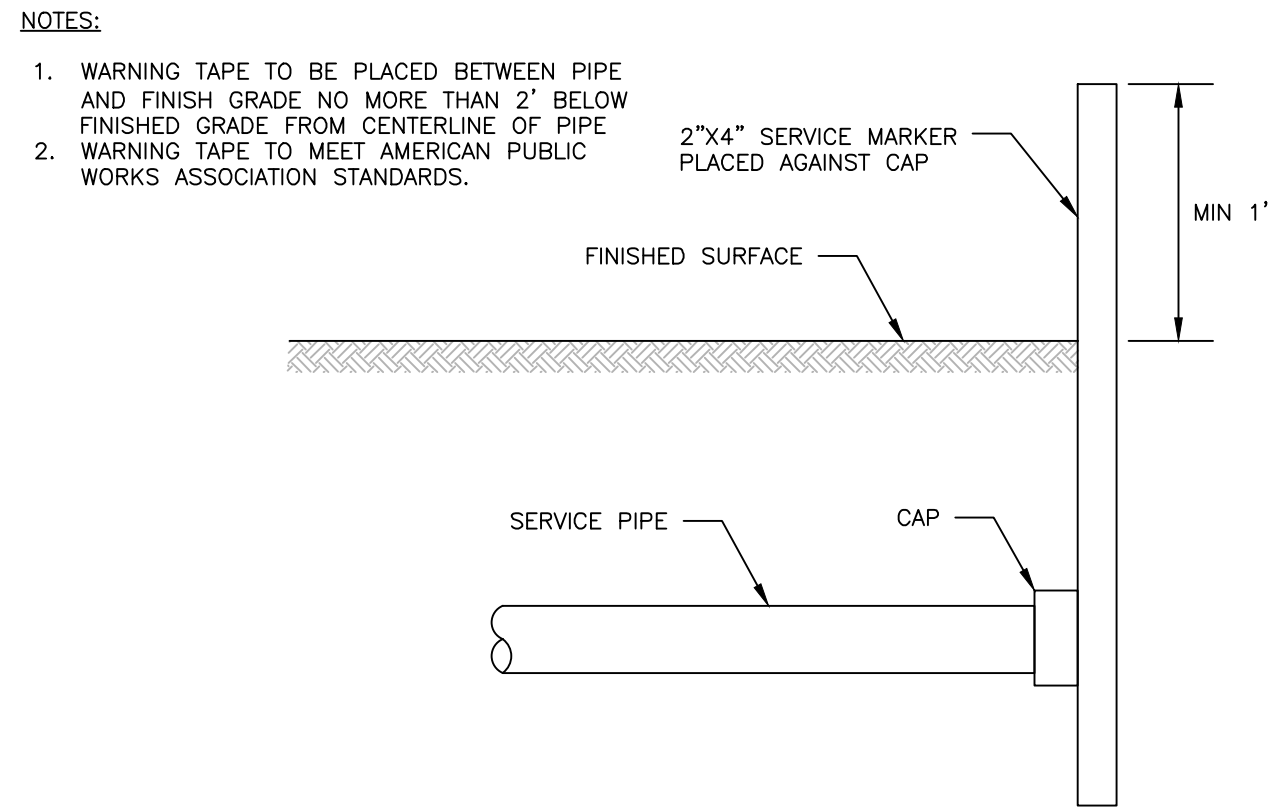


SECTION VIEW

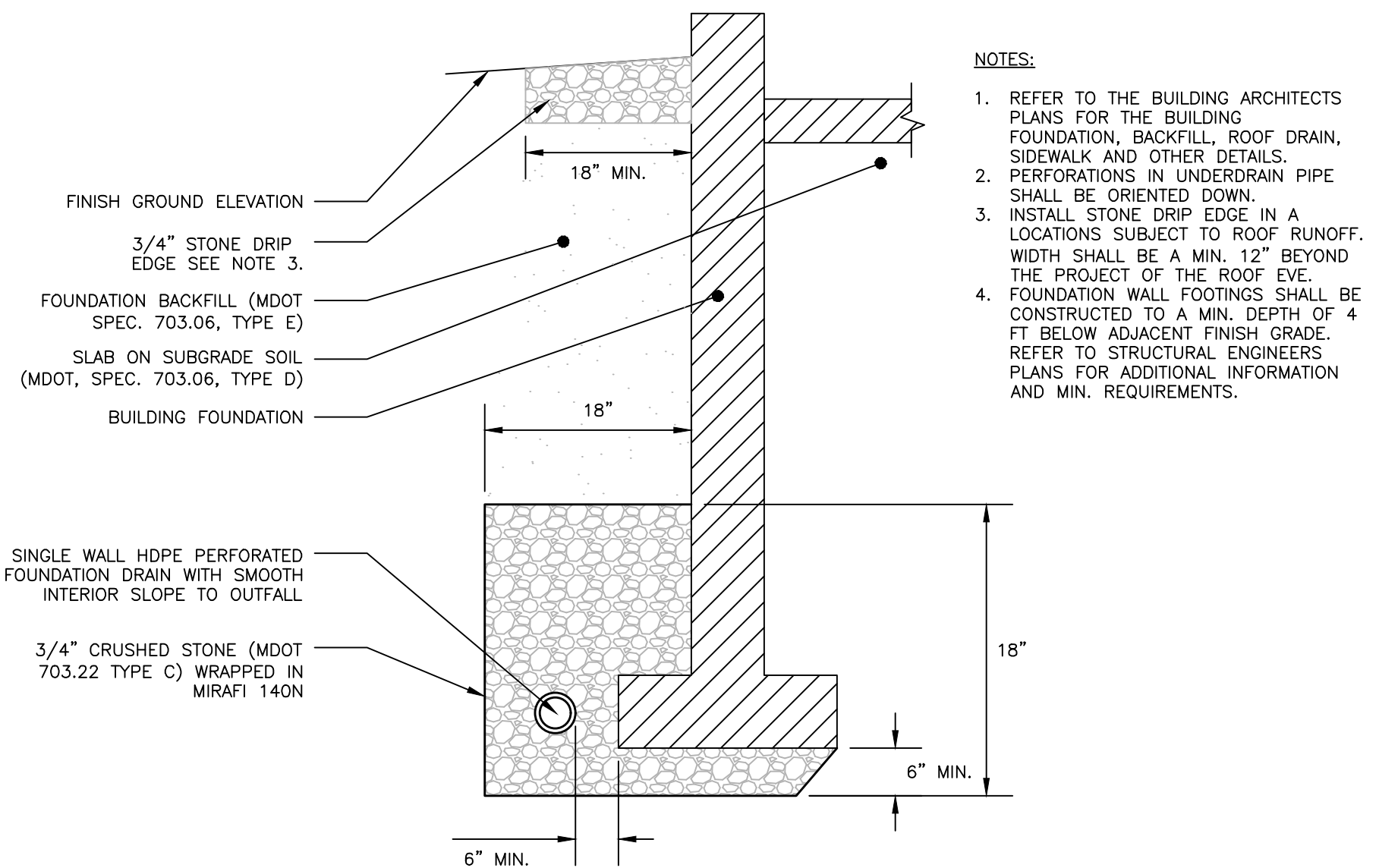
RIPRAP OUTLET APRON DETAIL
NOT TO SCALE



4'-0" DIAMETER PRECAST DRAINAGE MANHOLE
NOT TO SCALE

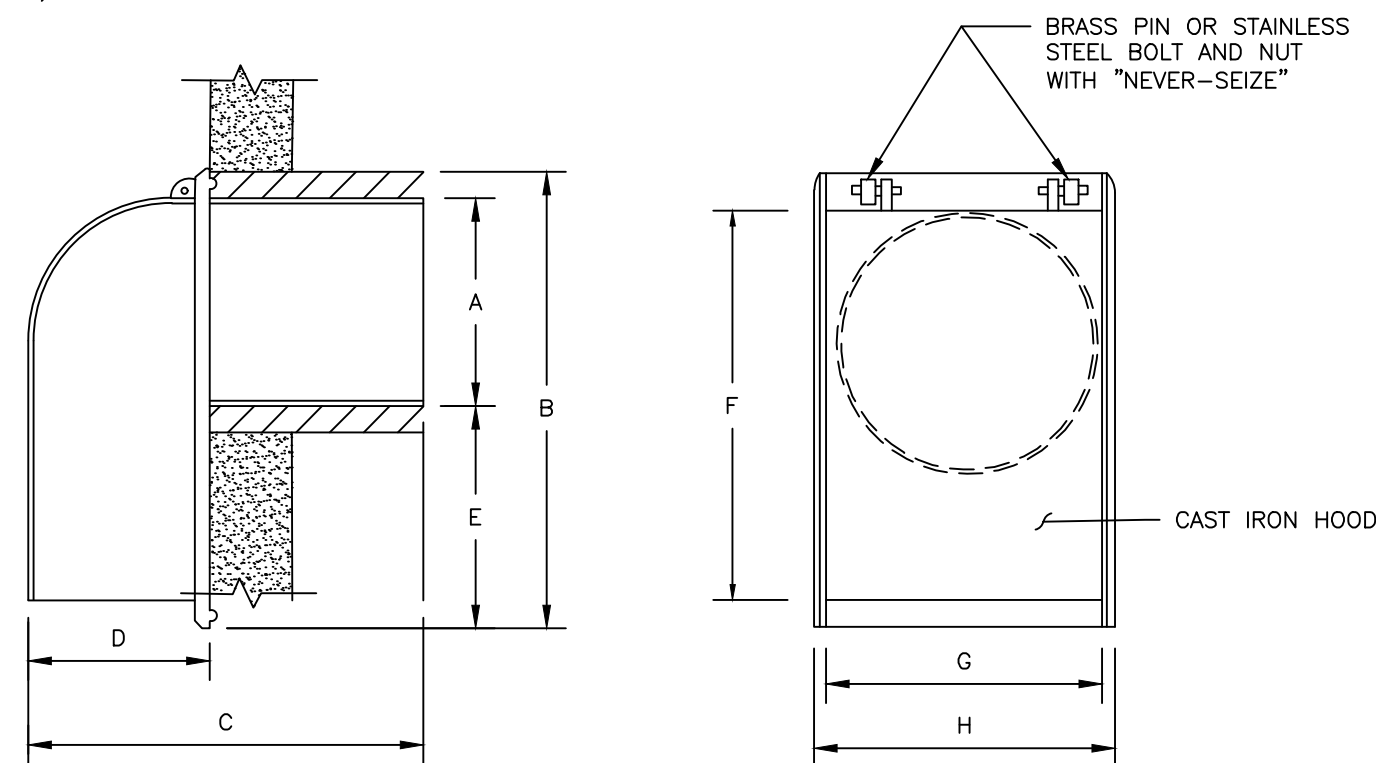


SERVICE CAP AND MARK DETAIL
NOT TO SCALE



FOUNDATION DRAIN DETAIL
NOT TO SCALE

- NOTES:
- TRAP TO BE INSTALLED AT ALL CATCH BASIN OUTLETS.
 - INSTALL "CASCO TRAP" AS MANUFACTURED BY THE ETHERIDGE FOUNDRY, OR APPROVED EQUIVALENT AS SUPPLIED BY THE LEBARON FOUNDRY, MODEL #L 202 "STANDARD CATCH BASIN TRAP".
 - THE CASCO TRAP IS AN ETHERIDGE STYLE DESIGNED TO ELIMINATE CEMENTING OF THE TRAP.
 - TO INSTALL, THE CASCO TRAP IS INSERTED INTO THE PIPE WITH THE HOOD DOWN.



SIZE	A	B	C	D	E	F	G	H
6"	5 1/2	13 3/8	13 3/8	5 3/8	5 7/8	11 5/8	6 1/2	7 1/4
8"	7 1/2	15	15 3/8	5 1/2	5 3/8	13 3/4	8 3/4	9 3/8
10"	9 1/2	16	16 1/4	6	4 1/2	14 1/8	11 1/2	12 3/8
12"	11 1/2	17	22	8	3 1/2	17	12 1/2	13 3/8
15"	14 1/2	21 3/4	22 3/4	10 1/4	7	20 1/2	14 1/4	15 3/4

CASCO TRAP DETAIL
NOT TO SCALE

AS-BUILT DRAWING

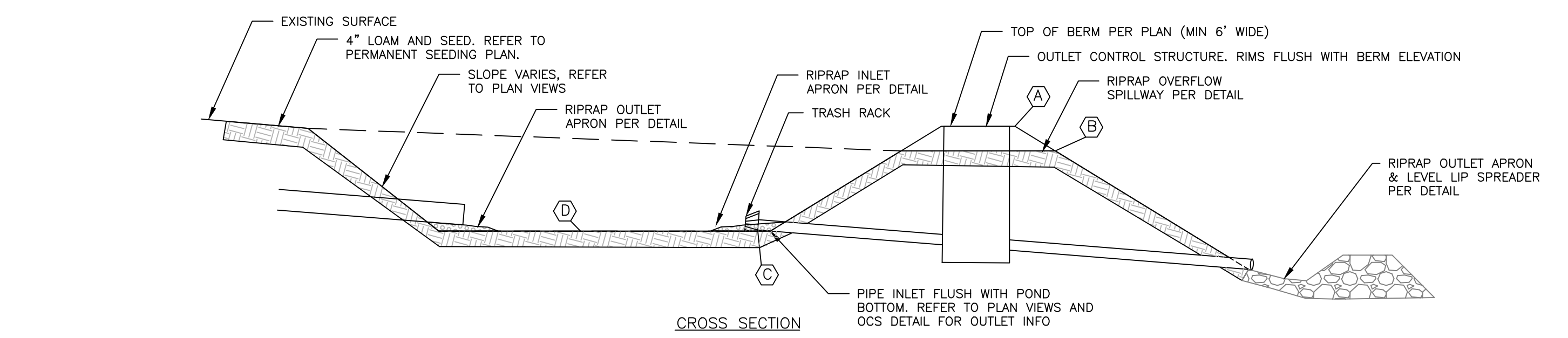
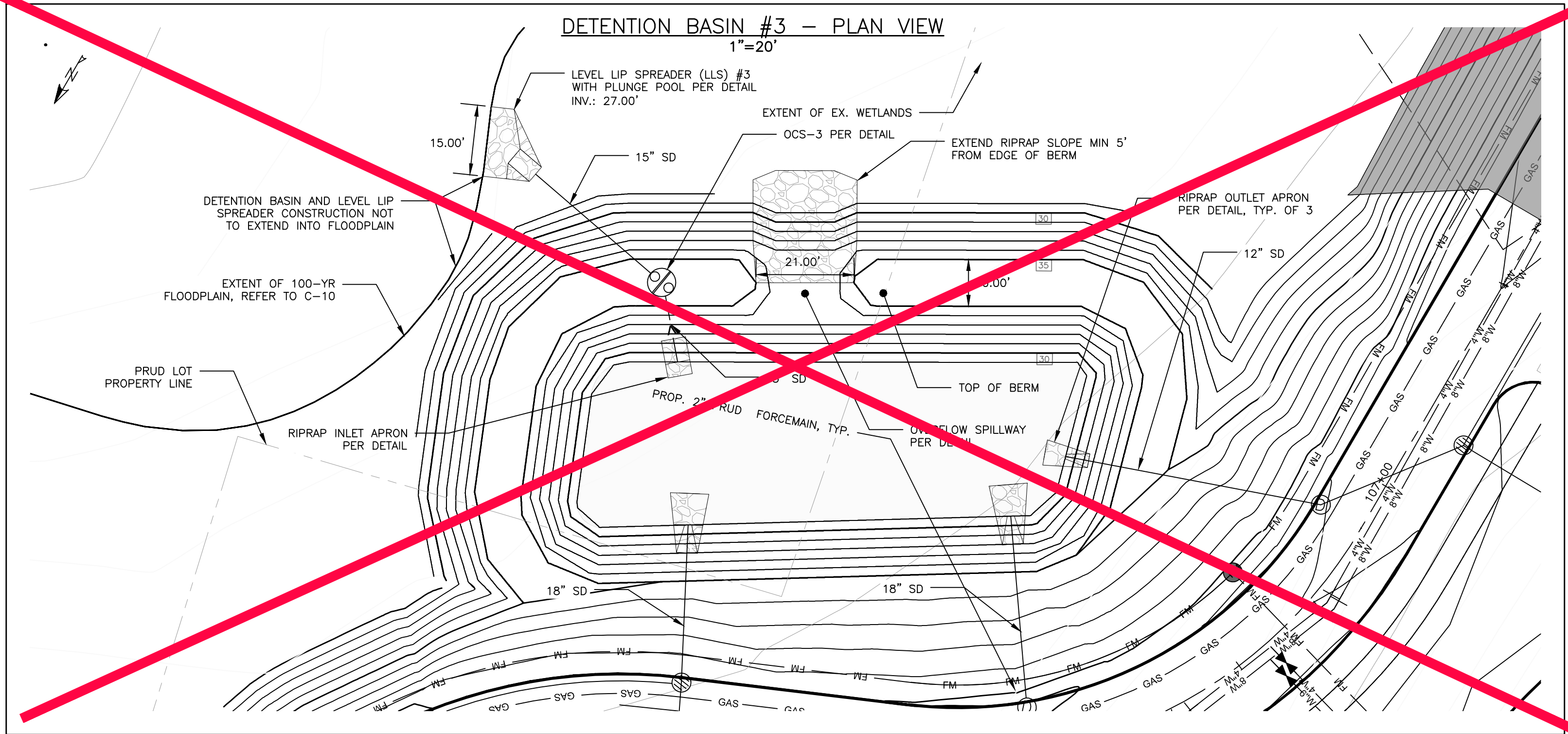
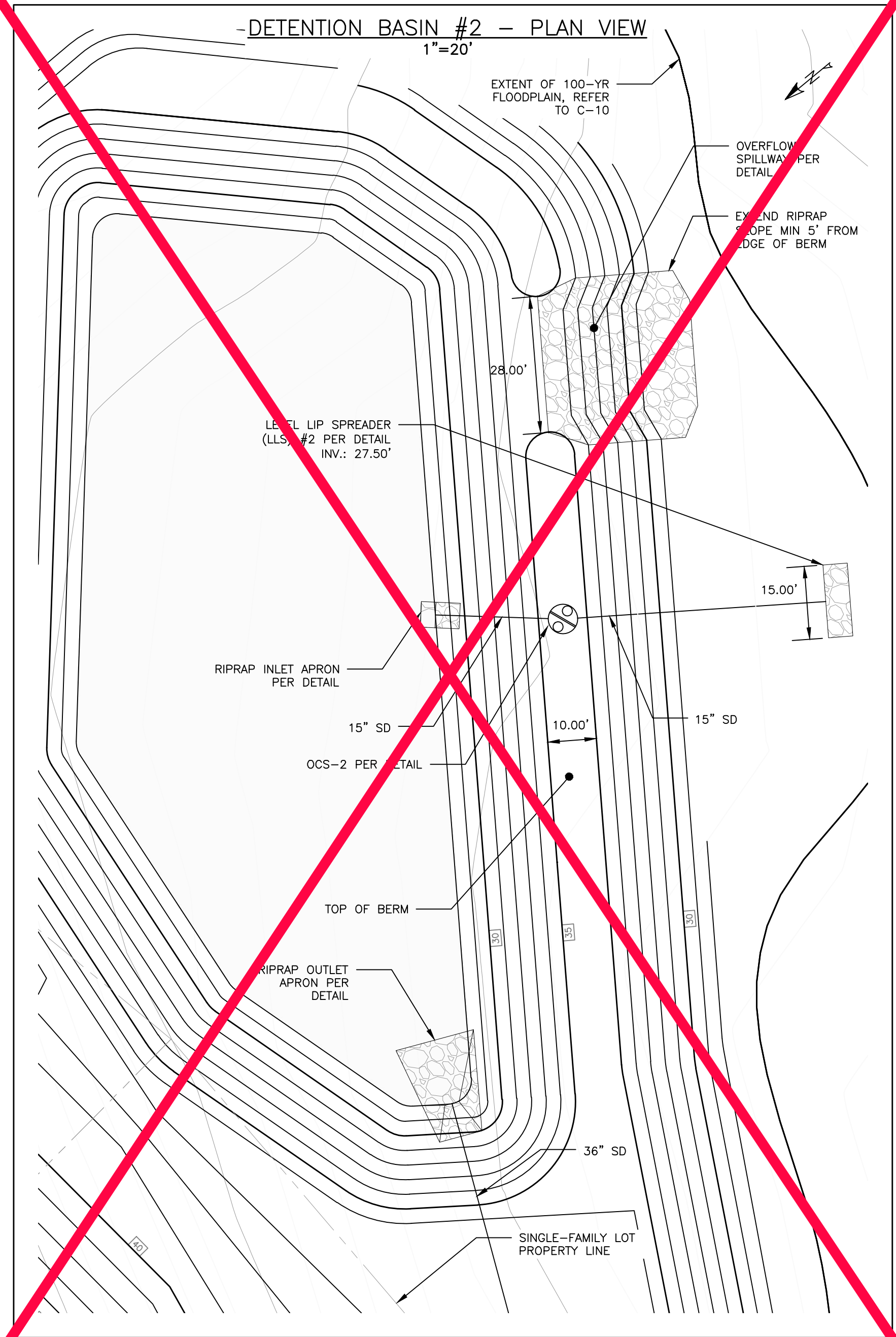
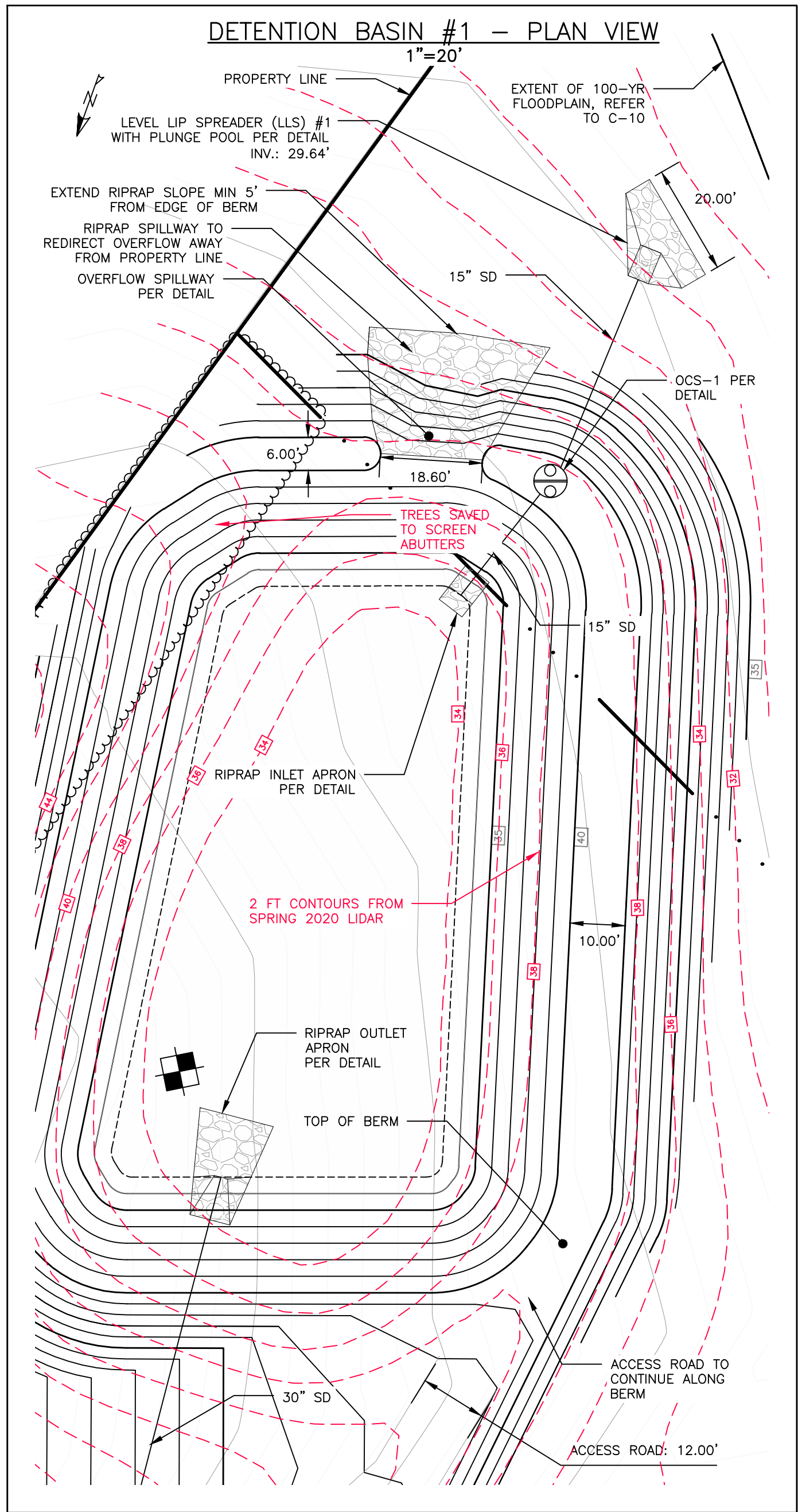
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FINAL APP.	WHS	10/25/17
DPW REVIEW	WHS	11/6/17
CITY COMMENTS	WHS	1/21/17
CONSTRUCTION	WHS	4/16/18
AS-BLT DPW REV	WHS	5/29/22

DRAINAGE DETAILS	STROUDWATER PRESERVE
DRAWING NAME	PROJECT NAME
CLIENT	STROUDWATER DEVELOPMENT PARTNERS, LLC
	KENNEBUNK, MAINE 04043

ENGINEERING, INC.	INCORPORATED
158 DANFORTH ST., PORTLAND, MAINE 04102	(207) 775-2655

FILE:	1079_CIVIL
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SCALE:	NTS
DESIGNED BY:	WHS
DRAWN BY:	SJL
CHECKED BY:	WHS

DRAWING NO.
C-46



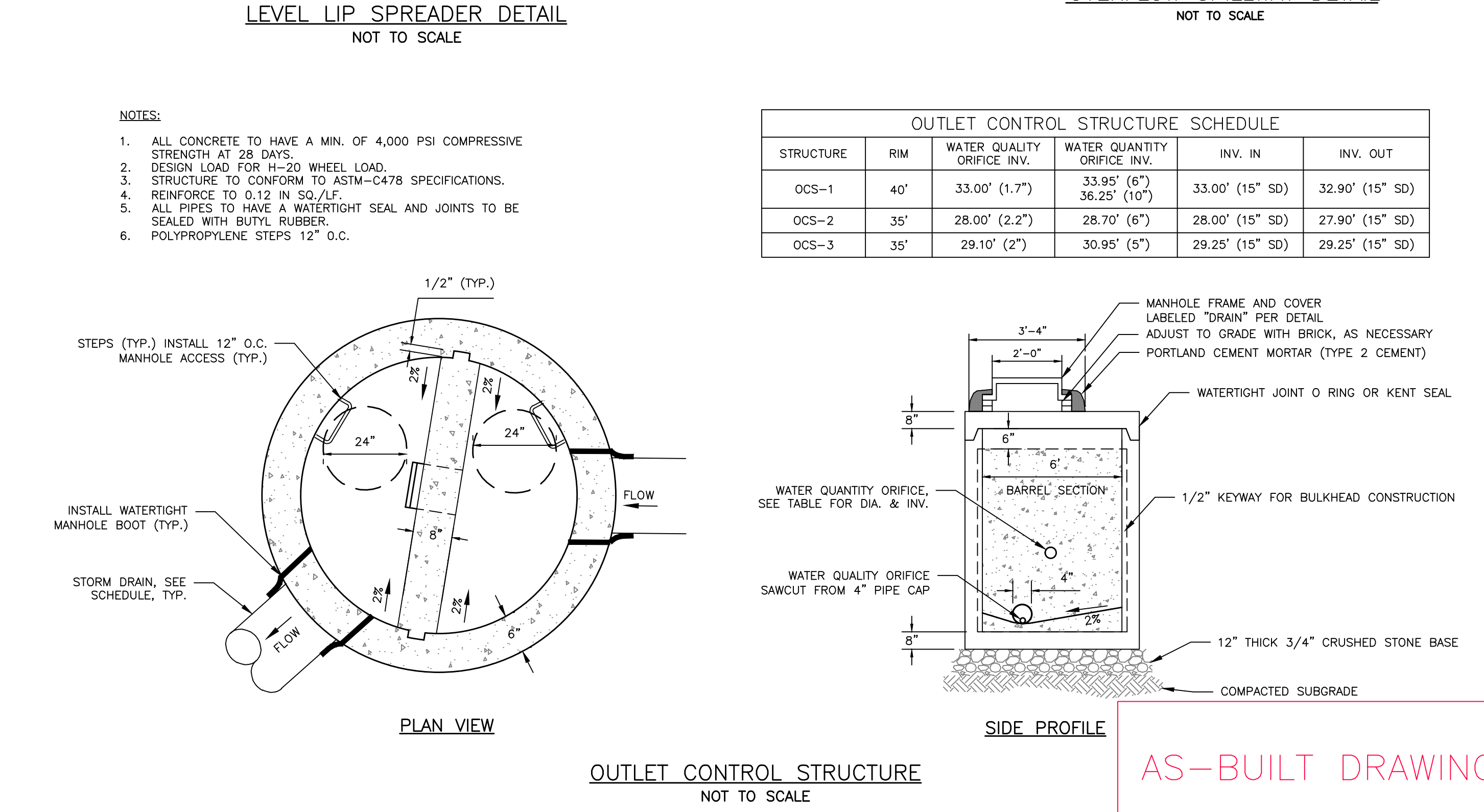
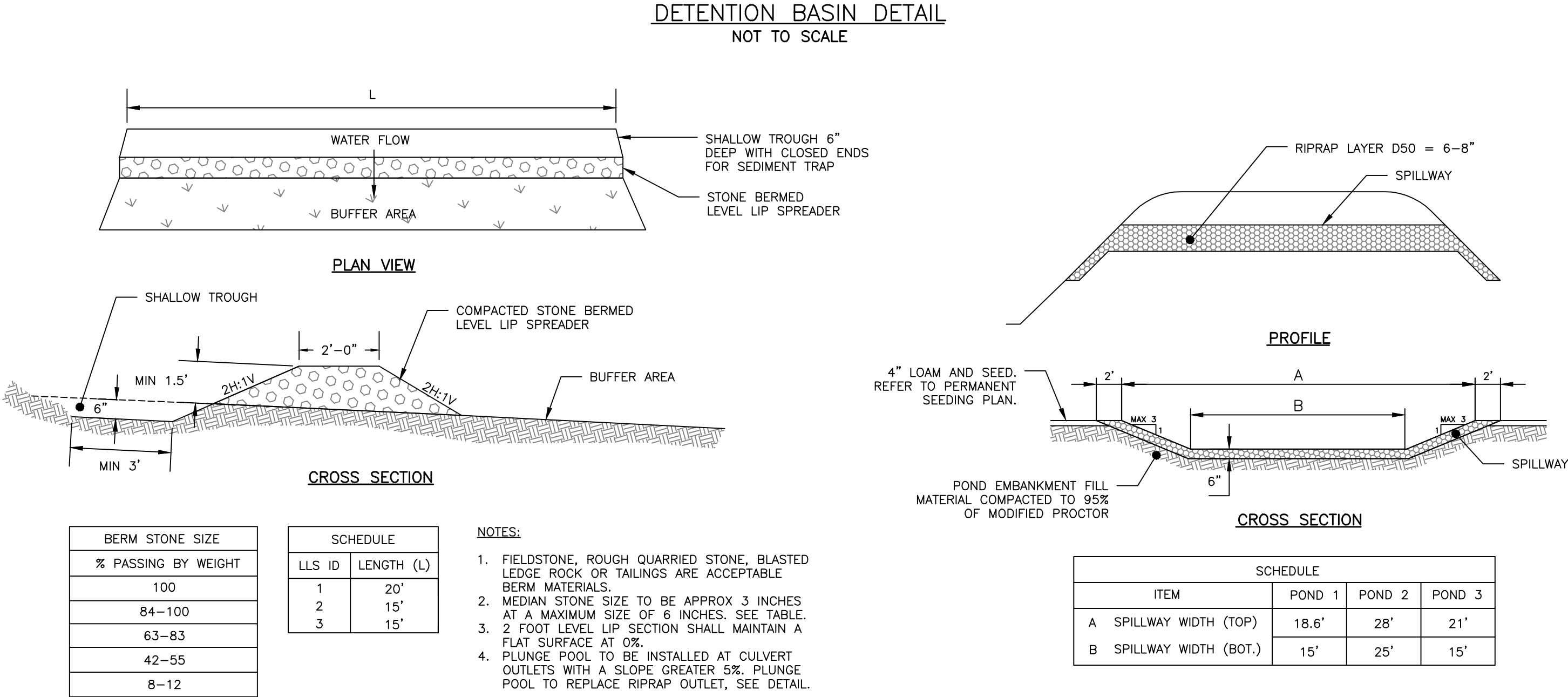
SCHEDULE			
ITEM	POND 1	POND 2	POND 3
(A) TOP OF BERM	40.0'	35.0'	35.0'
(B) SPILLWAY INVERT	39.4'	34.5'	34.0'
(C) OUTLET INVERT	33.0'	28.0'	29.0'
(D) BOTTOM OF BASIN	33.0'	28.0'	29.0'

- NOTES:
- THE BASIN SURFACE SHALL BE STABILIZED WITH ONE OF THE FOLLOWING SEED MIX: REDTOP, INDIAN GRASS, SWITCHGRASS, OR DEERTONGUE.
 - BERM FILL SHALL BE COMPACTED TO AT LEAST 90% OF MAX DENSITY.

CONSTRUCTION OBSERVATION:
CONSTRUCTION OBSERVATION SHALL BE PROVIDED FOR EACH PHASE OF CONSTRUCTION BY ACORN ENGINEERING. THE CONTRACTOR OR OWNERS REPRESENTATIVE SHALL NOTIFY ACORN ENGINEERING A MINIMUM 48 HOURS OR 2 BUSINESS DAYS WHICH EVER IS GREATER PRIOR TO ANY OF THE PHASES OF CONSTRUCTION LISTED BELOW SO THAT THE FOLLOWING SITE VISITS MAY BE SCHEDULED.

- DETENTION BASIN:
- ONE SITE VISIT AFTER PRELIMINARY GRADING OF DETENTION BASIN.
 - ONE SITE VISIT DURING CONSTRUCTION OF THE DETENTION BASIN.
 - ONE SITE VISIT DURING OUTLET CONTROL STRUCTURE INSTALLATION.
 - ONE SITE VISIT AFTER SLOPES AND BANKS HAVE BEEN REVEGETATED AND STABILIZED.

- LEVEL LIP SPREADER & PLUNGE POOL:
- ONE SITE VISIT AFTER PRELIMINARY GRADING OF THE LEVEL LIP SPREADER.
 - ONE SITE VISIT DURING STORMDRAIN INSTALLATION.
 - ONE SITE VISIT DURING CONSTRUCTION OF THE ENTRANCE DRAINAGE CHANNEL OR RIPRAP PLUNGE POOL.



ISSUED FOR	BY
PRELIM. APP.	WHS
FINAL APP.	WHS
DPW REVIEW	WHS
CITY COMMENTS	WHS
CONSTRUCTION	WHS
AS-BLT DPW REV	WHS
AS-BLT DPW REV	WHS

DATE	3/22/17
DATE	10/26/17
DATE	11/26/17
DATE	12/12/17
DATE	4/16/18
DATE	7/22/22
DATE	7/15/24

DETENTION BASIN DETAILS	STROUDWATER PRESERVE
DRAWING NAME	PROJECT NAME
CLIENT	STROUDWATER DEVELOPMENT PARTNERS, LLC
	KENNEBUNK, MAINE 04043

ACORN ENGINEERING, INC.	ENGINEERING, INC.
158 DANFORTH ST. PORTLAND, MAINE 04102	(207) 775-2655
THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY ALTERATIONS SHALL BE MADE WITHOUT LIABILITY TO ACORN ENGINEERING, INC.	

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JN:	1079
SCALE:	SEE PLAN
DESIGNED BY:	WHS
DRAWN BY:	SJL
CHECKED BY:	WHS

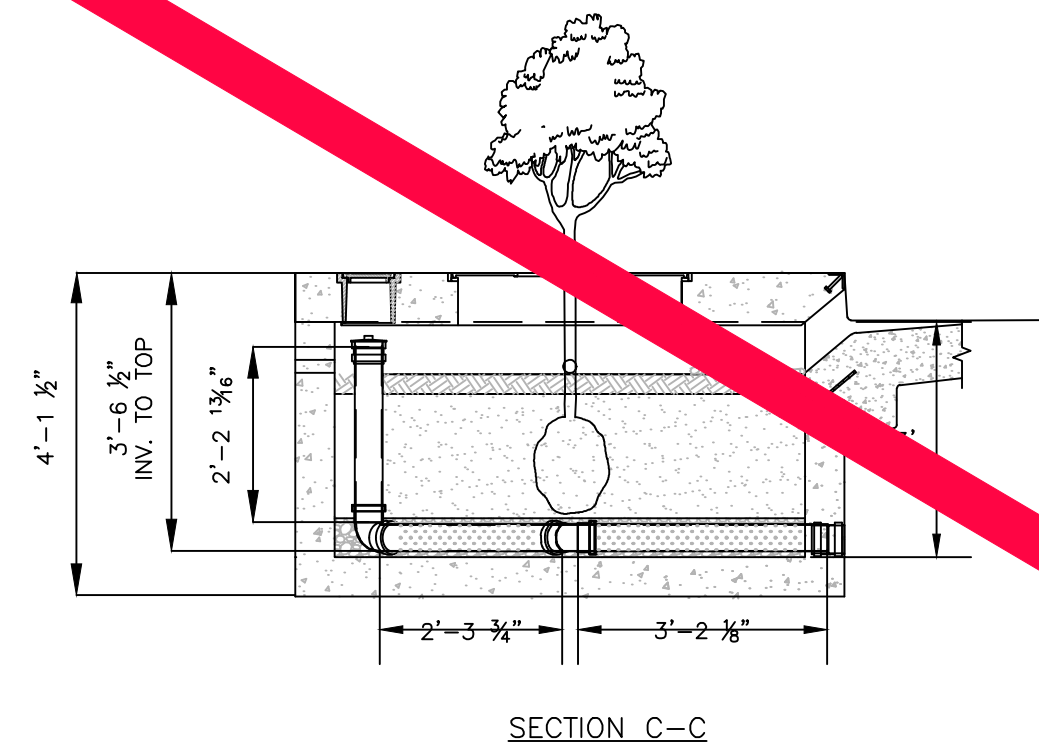
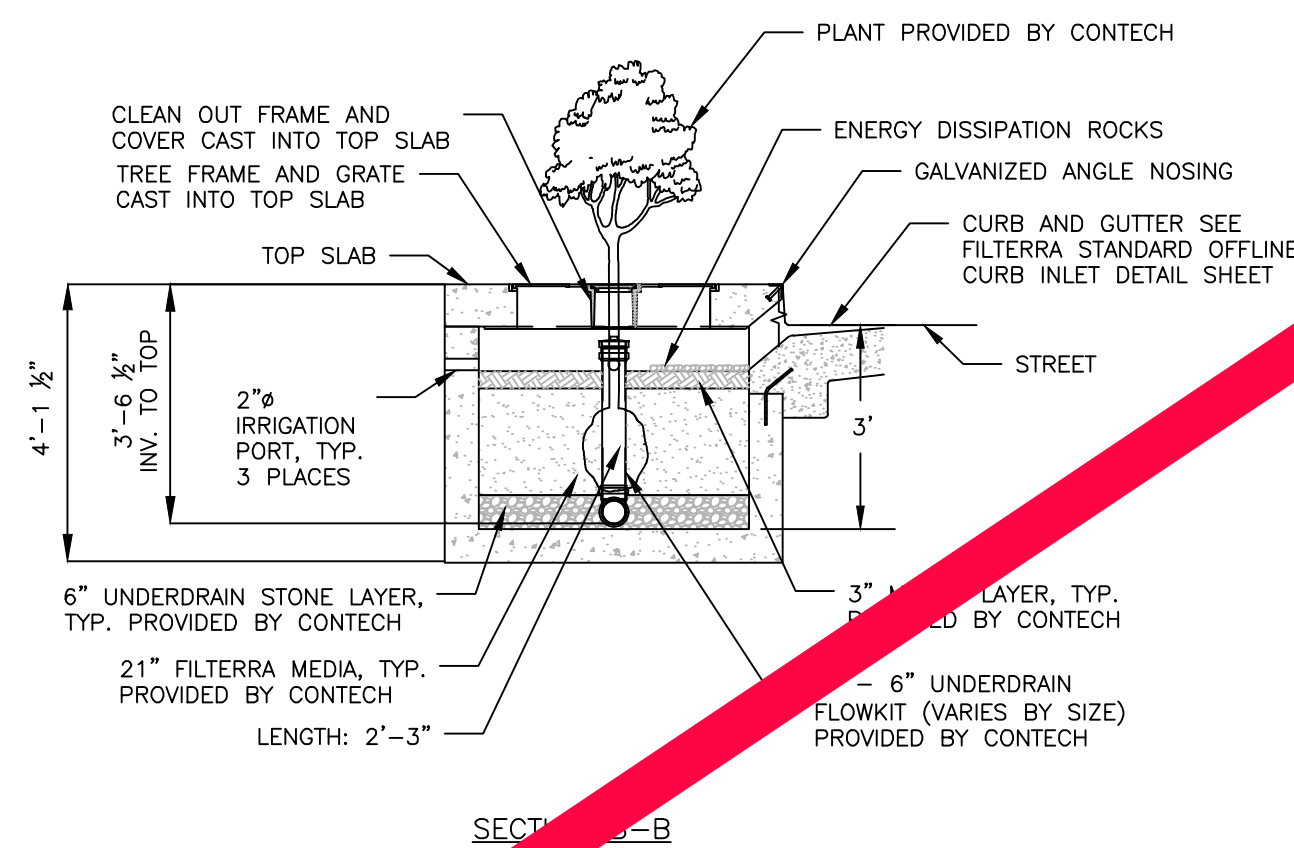
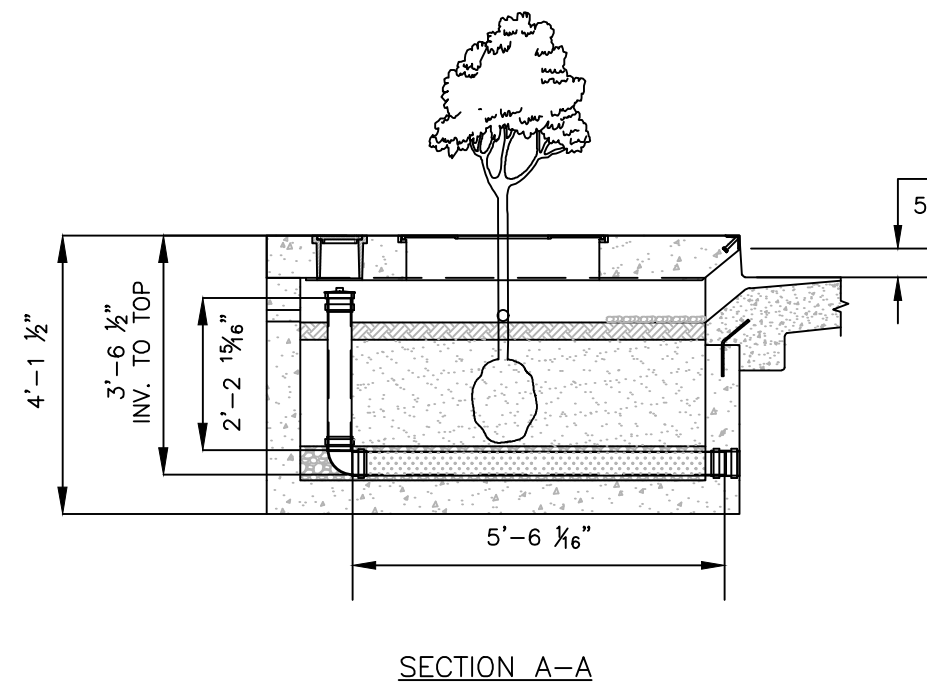
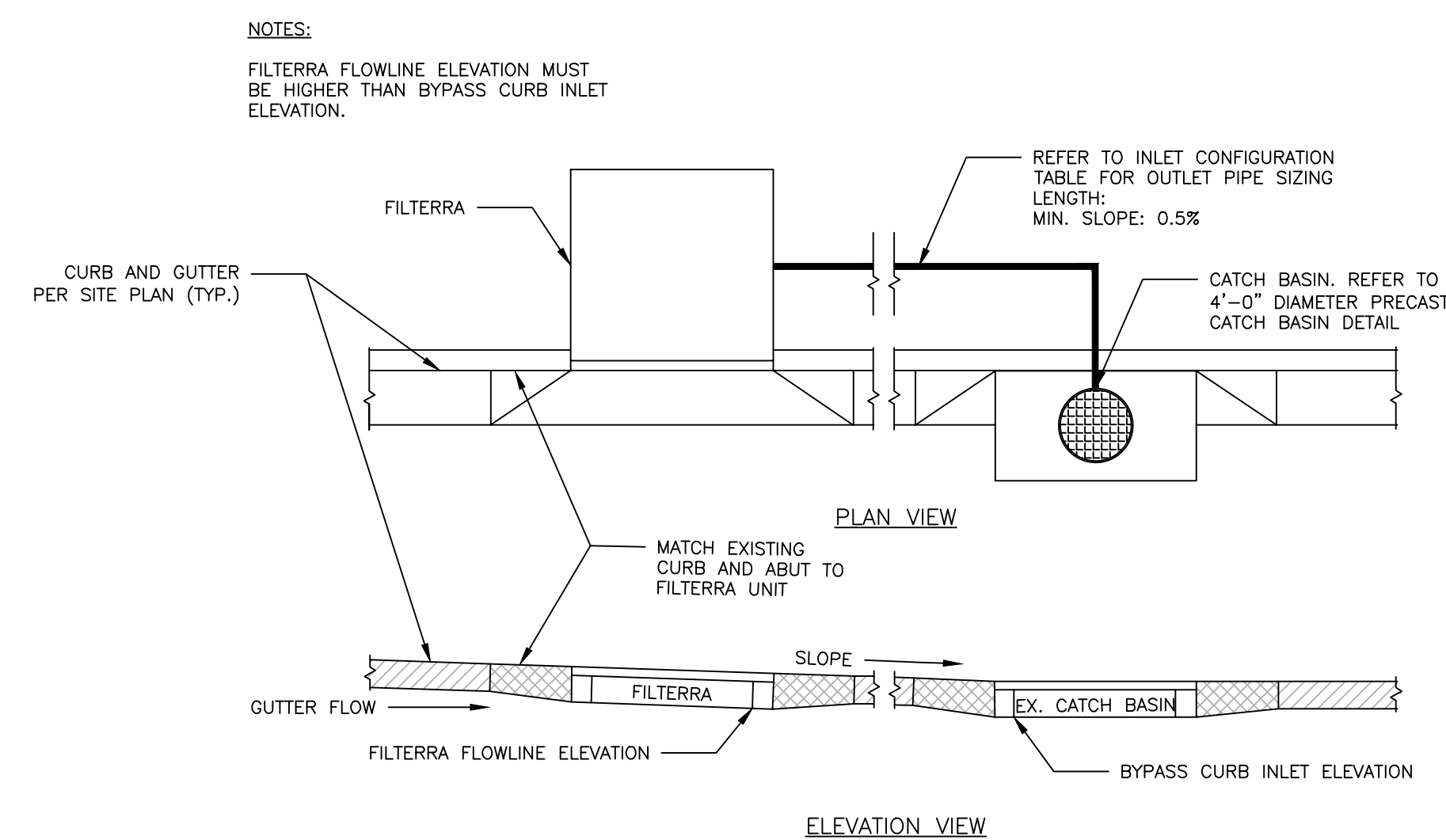
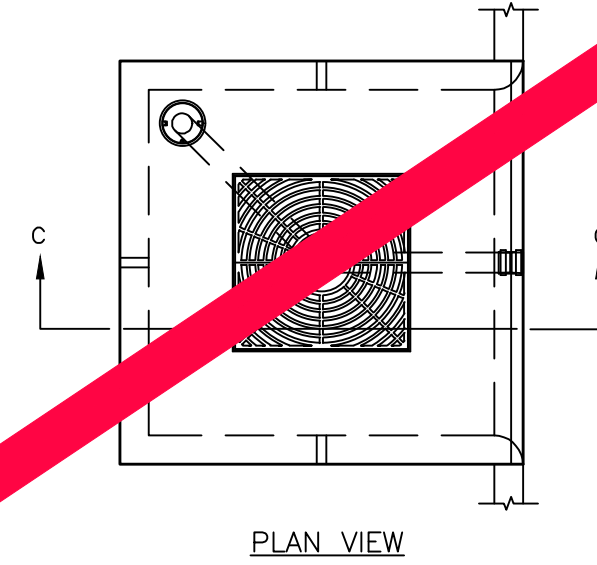
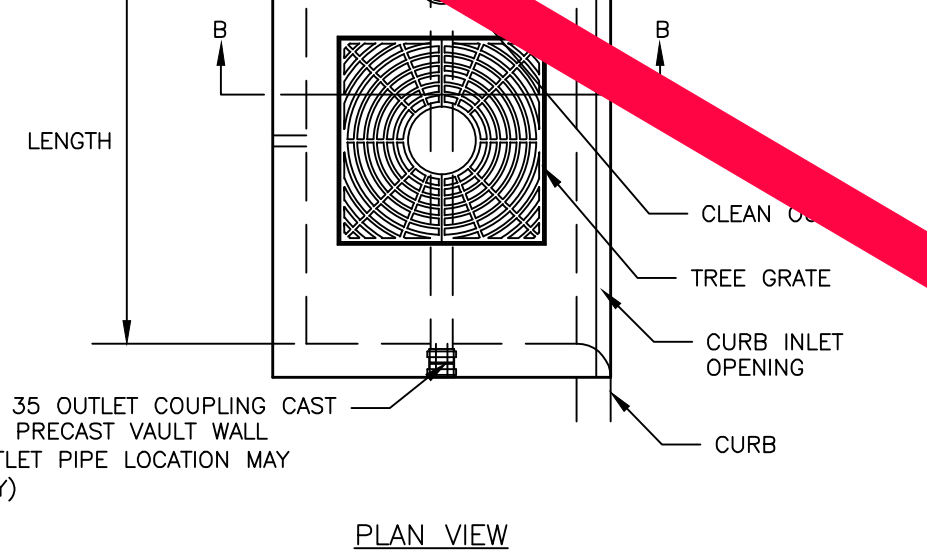
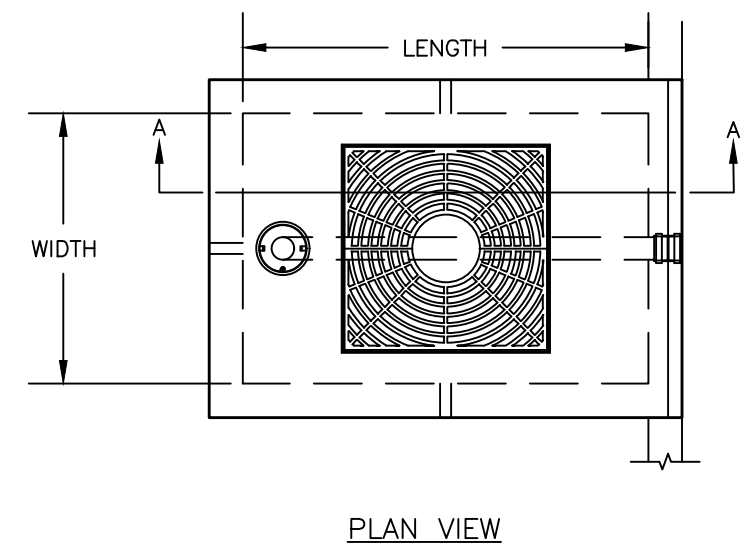
DRAWING NO.	C-47
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DRAWING NAME:	FILTERRA BMP DETAILS
PROJECT NAME:	STROUDWATER PRESERVE
CLIENT:	STROUDWATER DEVELOPMENT PARTNERS, LLC KENNEBUNK, MAINE 04043

FILE:	1079_DETAILS
JN:	1079
SCALE:	NTS
DESIGNED BY:	WHS
DRAWN BY:	SJL
CHECKED BY:	WHS

AS-BUILT DRAWING

1. ALL STRUCTURES SHALL BE A FILTERRA OR APPROVED EQUIVALENT HIGH PERFORMANCE SOIL FILTER BMP
2. SIZING OF ALL STRUCTURES SHALL BE APPROVED BY THE MANUFACTURER
3. FILTERRAS ARE SOLELY WITHIN PROPOSED PRIVATE PRUD



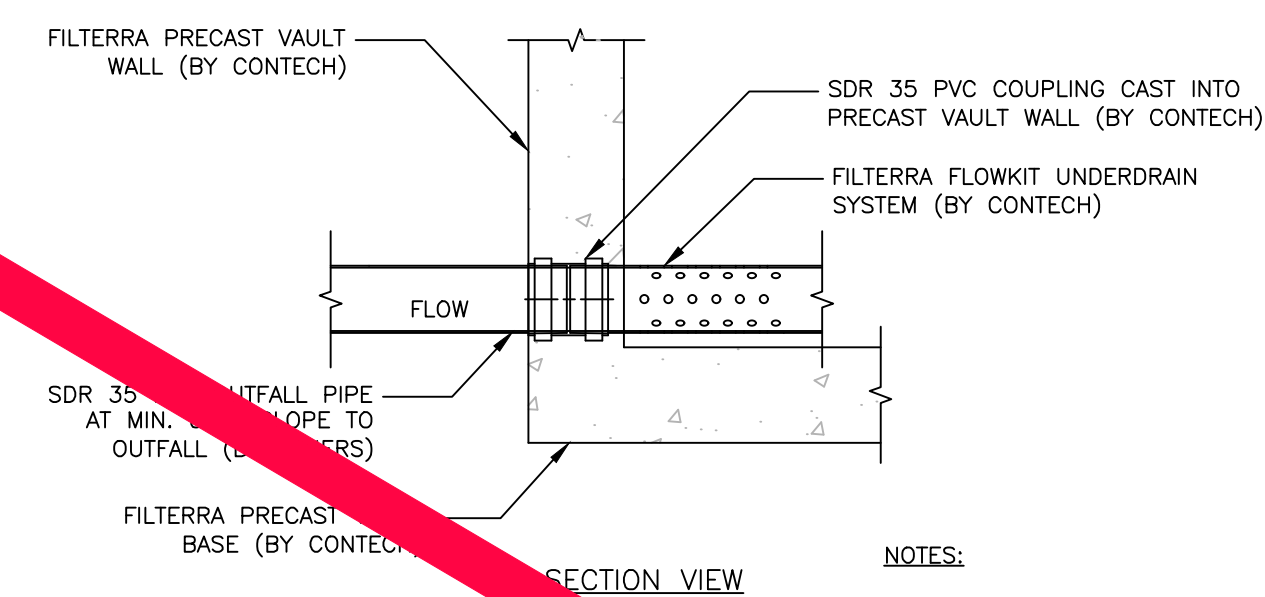
SHORT SIDE INLET CONFIGURATION						
DESIGNATION	SIZE	LENGTH	WIDTH	OUTLET PIPE		TREE GRATE QTY & SIZE
FT0406	4 X 6	6' - 0"	4' - 0"	4" SDR 35		(1) 3' X 3'
FT0408	4 X 8	8' - 0"	4' - 0"	4" SDR 35		(1) 3' X 3'
FT0412	4 X 12	12' - 0"	4' - 0"	4" SDR 35		(2) 3' X 3'
FT0608	6 X 8	8' - 0"	6' - 0"	4" SDR 35		(1) 4' X 4'
FT0610	6 X 10	10' - 0"	6' - 0"	6" SDR 35		(1) 4' X 4'
FT0612	6 X 12	12' - 0"	6' - 0"	6" SDR 35		(2) 4' X 4'
FT0713	7 X 13	13' - 0"	7' - 0"	6" SDR 35		(2) 4' X 4'
INTERNAL PIPE CONFIGURATION MAY VARY DEPENDING UPON OUTLET LOCATION						

LONG SIDE INLET CONFIGURATION						
DESIGNATION	SIZE	LENGTH	WIDTH	OUTLET PIPE	TREE GRATE QTY & SIZE	
FT0604	6 X 4	6' - 0"	4' - 0"	4" SDR 35	(1) 3' X 3'	
FT0804	8 X 4	8' - 0"	4' - 0"	4" SDR 35	(1) 3' X 3'	
FT0806	8 X 6	8' - 0"	6' - 0"	4" SDR 35	(1) 4' X 4'	
FT1006	10 X 6	10' - 0"	6' - 0"	6" SDR 35	(1) 4' X 4'	
FT1204	12 X 4	12' - 0"	4' - 0"	4" SDR 35	(2) 3' X 3'	
FT1206	12 X 6	12' - 0"	6' - 0"	6" SDR 35	(2) 4' X 4'	
FT1307	13 X 7	13' - 0"	7' - 0"	6" SDR 35	(2) 4' X 4'	

INTERNAL PIPE CONFIGURATION MAY VARY DEPENDING UPON OUTLET LOCATION

SQUARE INLET CONFIGURATION					
DESIGNATION	SIZE	LENGTH	WIDTH	OUTLET PIPE	TREE GRADE QTY & SIZE
FT0404	4 X 4	4' - 0"	4' - 0"	4" SDR 35	(1) 3' X 3'
FT0606	6 X 6	6' - 0"	6' - 0"	4" SDR 35	(1) 3' X 3'

INTERNAL PIPE CONFIGURATION MAY VARY DEPENDING UPON OUTLET LOCATION



FILTERRA SYSTEM – SQUARE
NOT TO SCALE

FILTERRA SYSTEM – RECTANGLE
NOT TO SCALE

FILTERRA OUTFALL PIPE CONNECTION DETAIL
NOT TO SCALE

1.0 EROSION CONTROL MEASURES AND SITE STABILIZATION

AS PART OF THE SITE DEVELOPMENT, THE FOLLOWING TEMPORARY AND PERMANENT EROSION AND SEDIMENTATION CONTROL DEVICES SHALL BE IMPLEMENTED. DEVICES SHALL BE INSTALLED AS DESCRIBED IN THIS REPORT OR WITHIN THE PLAN SET. SEE THE MAINE EROSION AND SEDIMENT CONTROL HANDBOOK FOR CONSTRUCTION: BEST MANAGEMENT PRACTICES FOR FURTHER REFERENCE.

1.1 TEMPORARY EROSION CONTROL MEASURES

THE FOLLOWING TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES ARE PLANNED FOR THE PROJECT'S CONSTRUCTION PERIOD:

1.1.1 CRUSHED STONE STABILIZED CONSTRUCTION ENTRANCES SHALL BE PLACED AT ALL ACCESS POINTS TO THE PROJECT SITE WHERE THERE ARE DISTURBED AREAS. THE FOLLOWING SPECIFICATIONS SHALL BE FOLLOWED AT A MINIMUM:

- STONE SIZE SHALL BE 2-3 INCHES, OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT.
- THE THICKNESS OF THE ENTRANCE STONE LAYER SHALL BE NO LESS THAN 6 INCHES.
- THE ENTRANCE SHALL NOT BE LESS THAN 20 FEET WIDE, HOWEVER NOT LESS THAN THE FULL WIDTH OF POINTS WHERE INGRESS OR EGRESS OCCURS. THE LENGTH SHALL NOT BE LESS THAN 50 FEET IN LENGTH.
- GEOTEXTILE FABRIC (WOVEN OR NON-WOVEN) SHALL BE PLACED OVER THE ENTIRE ENTRANCE AREA.
- THE ENTRANCE/EXIT SHALL BE MAINTAINED TO THE EXTENT THAT IT WILL PREVENT THE TRACKING OF SEDIMENT ONTO PUBLIC ROADWAYS.

1.1.2 SILTATION FENCE OR EROSION CONTROL BERM SHALL BE INSTALLED DOWN GRADIENT OF ANY DISTURBED AREAS TO TRAP RUNOFF BORNE SEDIMENTS UNTIL PERMANENT STABILIZATION IS ACHIEVED. THE SILT FENCE OR EROSION CONTROL BERM SHALL BE INSTALLED PER THE DETAILS PROVIDED IN THE PLAN SET AND INSPECTED BEFORE AND IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. REPAIRS SHALL BE MADE IF THERE ARE ANY SIGNS OF EROSION OR SEDIMENTATION BELOW THE FENCE LINE OR BERM. IF THERE ARE SIGNS OF UNDERCUTTING AT THE CENTER OR THE EDGES, OR IMPOUNDING OF LARGE VOLUMES OF WATER BEHIND THE FENCE OR BERM, THE BARRIER SHALL BE REPLACED WITH A STONE CHECK DAM.

1.1.3 HAY MULCH INCLUDING HYDRO SEEDING IS INTENDED TO PROVIDE COVER FOR DENUDED OR SEEDED AREAS UNTIL REVEGETATION IS ESTABLISHED. MULCH PLACED BETWEEN APRIL 15TH AND NOVEMBER 1ST ON SLOPES OF LESS THAN 15 PERCENT SHALL BE COVERED BY FABRIC NETTING AND ANCHORED WITH STAPLES IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATION. MULCH PLACED BETWEEN NOVEMBER 1ST AND APRIL 15TH ON SLOPES EQUAL TO OR STEEPER THAN 8 PERCENT AND EQUAL TO OR FLATTER THAN 2:1 SHALL USE MATS OR FABRIC NETTING AND ANCHORED WITH STAPLES IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATION.

1.1.4 AT ANY TIME OF THE YEAR, ALL SLOPES GREATER THAN 3:1 SHALL BE STABILIZED WITH DOUBLE NET EROSION CONTROL BLANKET BIONET SC150BN BY NORTH AMERICAN GREEN OR APPROVED EQUAL, OR EROSION CONTROL MIX SLOPE PROTECTION AS DETAILED WITHIN THE PLANS.

1.1.5 WESTBROOK STREET AND OLD WESTBROOK STREET SHALL BE SWEEPED TO CONTROL MUD AND DUST FROM THE CONSTRUCTION SITE AS NECESSARY. ADD ADDITIONAL STONE TO THE STABILIZED CONSTRUCTION ENTRANCE TO MINIMIZE THE TRACKING OF MATERIAL OFF THE SITE AND ONTO THE SURROUNDING ROADWAYS.

1.1.6 DURING DEMOLITION, CLEARING AND GRUBBING OPERATIONS, STONE CHECK DAMS SHALL BE INSTALLED AT ANY AREAS OF CONCENTRATED FLOW. THE MAXIMUM HEIGHT OF THE CHECK DAM SHALL NOT EXCEED 2 FEET. THE CENTER OF THE CHECK DAM SHALL BE 6 INCHES BELOW THE OUTER EDGES OF THE DAM. THE CONTRACTOR SHALL MULCH THE SIDE SLOPES AND INSTALL STONE CHECK DAMS FOR ALL NEWLY EXCAVATED DITCH LINES WITHIN 24 HOURS OF THEIR CREATION.

1.1.7 SILT FENCE STAKE SPACING SHALL NOT EXCEED 6 FEET UNLESS THE FENCE IS SUPPORTED WITH 14 GAUGE WIRE IN WHICH CASE THE MAXIMUM SPACING SHALL NOT EXCEED 10 FEET. THE SILT FENCE SHALL BE "TOED" INTO THE GROUND.

1.1.8 STORMDRAIN INLET PROTECTION SHALL BE PROVIDED TO STORMDRAINS THROUGH THE USE OF ANY OF THE FOLLOWING: HAY BALE DROP INLET STRUCTURES, SILT FENCE DROP INLET SEDIMENT FILTER, GRAVEL AND WIRE MESH DROP INLET SEDIMENT FILTER, OR CURB INLET SEDIMENT FILTER. BARRIERS SHALL BE INSPECTED AFTER EVERY RAINFALL EVENT AND REPAIRED AS NECESSARY. SEDIMENTS SHALL BE REMOVED WHEN ACCUMULATION HAS REACHED ½ THE DESIGN HEIGHT.

1.1.9 DUST CONTROL SHALL BE ACCOMPLISHED BY THE USE OF ANY OF THE FOLLOWING: WATER, CALCIUM CHLORIDE, STONE, OR AN APPROVED MOCP PRODUCT. DUST CONTROL SHALL BE APPLIED AS NEEDED TO ACCOMPLISH DUST CONTROL.

1.1.10TEMPORARY LOAM, SEED, AND MULCHING SHALL BE USED IN AREAS WHERE NO OTHER EROSION CONTROL MEASURE IS USED. APPLICATION RATES FOR SEEDING ARE PROVIDED AT THE END OF THIS REPORT.

1.1.11STOCKPILES SHALL BE STABILIZED WITHIN 7 DAYS OF FORMATION UNLESS A SCHEDULED RAIN EVENT OCCURS PRIOR TO THE 7 DAY WINDOW, IN WHICH CASE THE STOCKPILE SHALL BE STABILIZED PRIOR TO THE RAIN EVENT. METHODS OF STABILIZATION SHALL BE MULCH, EROSION CONTROL MIX, OR EROSION CONTROL BLANKETS/MATS. SILT FENCE OR A WOOD WASTE COMPOST FILTER BERM SHALL BE PLACED DOWNHILL OF ANY SOIL STOCKPILE LOCATION.

1.1.12FOR DISTURBANCE BETWEEN NOVEMBER 1 AND APRIL 15, PLEASE REFER TO WINTER STABILIZATION PLAN IN THIS REPORT AND THE MAINE EROSION AND SEDIMENT CONTROL BMP MANUAL FOR FURTHER INFORMATION.

1.1.13IT IS OF THE UTMOST IMPORTANCE THAT STORMWATER RUNOFF AND POTENTIAL SEDIMENT FROM THE CONSTRUCTION SITE BE DIVERTED AROUND THE PROPOSED UNDERDRAINS UNTIL THE TRENCH IS BACKFILLED.

1.2 PERMANENT EROSION CONTROL MEASURES

THE FOLLOWING PERMANENT EROSION CONTROL MEASURES ARE INTENDED FOR POST DISTURBANCE AREAS OF THE PROJECT.

1.2.1 ALL DISTURBED AREAS DURING CONSTRUCTION, NOT SUBJECT TO OTHER PROPOSED CONDITIONS, SHALL RECEIVE A MINIMUM 4" OF LOAM, LIMED, AND MULCHED. EROSION CONTROL BLANKETS OR MATS SHALL BE PLACED OVER THE MULCH IN AREAS NOTED IN PARAGRAPH 4.1 OF THIS REPORT.

1.2.2 ALL STORMWATER DEVICES SHALL BE INSTALLED AND TRIBUTARY AREAS STABILIZED PRIOR RECEIVING STORMWATER.

1.2.3 REFER TO THE MAINE EROSION AND SEDIMENT CONTROL BMP MANUAL FOR ADDITIONAL INFORMATION.

2.0 EROSION AND SEDIMENTATION CONTROL PLAN

THE EROSION AND SEDIMENTATION CONTROL PLAN IS INCLUDED WITHIN THE PLAN SET.

3.0 DETAILS AND SPECIFICATIONS

3.1 EROSION CONTROL DETAILS AND SPECIFICATIONS ARE INCLUDED IN THE PLAN SET.

4.0 STABILIZATION PLAN FOR WINTER CONSTRUCTION

WINTER CONSTRUCTION CONSISTS OF EARTHWORK DISTURBANCE BETWEEN THE DATES OF NOVEMBER 1 AND APRIL 15. IF A CONSTRUCTION SITE IS NOT STABILIZED WITH PAVEMENT, A ROAD GRAVEL BASE, 75% MATURE VEGETATION COVER OR RIPRAP BY NOVEMBER 15, THEN THE SITE SHALL BE PROTECTED WITH OVER-WINTER STABILIZATION. ANY AREA NOT STABILIZED WITH PAVEMENT, VEGETATION, MULCHING, EROSION CONTROL MIX, EROSION CONTROL MATS, RIPRAP, OR GRAVEL BASE ON A ROAD SHALL BE CONSIDERED OPEN.

THE CONTRACTOR SHALL LIMIT THE WORK AREA TO AREAS THAT WORK WILL OCCUR IN DURING THE SUBSEQUENT 15 DAYS AND SO THAT IT CAN BE MULCHED ONE DAY PRIOR TO A SNOW EVENT. THE CONTRACTOR SHALL STABILIZE WORK AREAS PRIOR TO OPENING ADDITIONAL WORK AREAS TO MINIMIZE AREAS WITHOUT EROSION CONTROL MEASURES.

THE FOLLOWING MEASURES SHALL BE IMPLEMENTED DURING WINTER CONSTRUCTION PERIODS:

4.1 SEDIMENT BARRIERS

DURING FROZEN CONDITIONS, SEDIMENT BARRIERS MAY CONSIST OF EROSION CONTROL MIX BERMS OR ANY OTHER RECOGNIZED SEDIMENT BARRIERS AS FROZEN SOIL PREVENTS THE PROPER INSTALLATION OF HAY BALES OR SILT FENCES.

4.2 MULCHING

ALL AREAS SHALL BE CONSIDERED TO BE DENUDED UNTIL SEEDED AND MULCHED. HAY AND STRAW MULCH SHALL BE APPLIED AT A RATE OF 150 LB. PER 1,000 SQUARE FEET OR 3 TONS/ACRE (TWICE THE NORMAL ACCEPTED RATE OF 75-LBS./1,000 S.F. OR 1.5 TONS/ACRE) AND SHALL BE PROPERLY ANCHORED. EROSION CONTROL MIX MUST BE APPLIED WITH A MINIMUM 4 INCH THICKNESS. MULCH SHALL NOT BE SPREAD ON TOP OF SNOW. THE SNOW SHALL BE REMOVED DOWN TO A ONE-INCH DEPTH OR LESS PRIOR TO APPLICATION. AFTER EACH DAY OF FINAL GRADING, THE AREA SHALL BE PROPERLY STABILIZED WITH ANCHORED HAY OR STRAW OR EROSION CONTROL MATTING. AN AREA SHALL BE CONSIDERED TO HAVE BEEN STABILIZED WHEN EXPOSED SURFACES HAVE BEEN EITHER MULCHED OR ADEQUATELY ANCHORED SO THAT GROUND SURFACE IS NOT VISIBLE THROUGH THE MULCH. BETWEEN THE DATES OF NOVEMBER 1 AND APRIL 15, ALL MULCH SHALL BE ANCHORED BY EITHER MULCH NETTING, TRACKING OR WOODPILE FIBER. THE COVER WILL BE CONSIDERED SUFFICIENT WHEN THE GROUND SURFACE IS NOT VISIBLE THROUGH THE MULCH. AFTER NOVEMBER 1ST, MULCH AND ANCHORING OF ALL EXPOSED SOIL SHALL OCCUR AT THE END OF EACH FINAL GRADING WORKDAY.

4.3 SOIL STOCKPILING

STOCKPILES OF SOIL OR SUBSOIL SHALL BE MULCHED FOR OVER WINTER PROTECTION WITH HAY OR STRAW AT TWICE THE NORMAL RATE OR WITH A FOUR-INCH LAYER OF EROSION CONTROL MIX. THIS SHALL BE DONE WITHIN 24 HOURS OF STOCKING AND RE-ESTABLISHED PRIOR TO ANY RAINFALL OR SNOWFALL.

4.4 SEEDING

BETWEEN THE DATES OF OCTOBER 15TH AND APRIL 1ST, LOAM OR SEED SHALL NOT BE REQUIRED. DURING PERIODS OF ABOVE FREEZING TEMPERATURES, FINISHED AREAS SHALL BE FINE GRADED AND EITHER PROTECTED WITH MULCH OR TEMPORARILY SEEDED AND MULCHED UNTIL SUCH TIME AS THE FINAL TREATMENT CAN BE APPLIED. IF THE DATE IS AFTER NOVEMBER 1ST AND IF THE EXPOSED AREA HAS NOT BEEN LOAMED, FINAL GRADING WITH A UNIFORM SURFACE, THEN THE AREA MAY BE DORMANT SEEDED AT A RATE OF 3 TIMES HIGHER THAN SPECIFIED FOR PERMANENT SEED AND THEN MULCHED.

DORMANT SEEDING MAY BE PLACED PRIOR TO THE PLACEMENT OF MULCH OR EROSION CONTROL BLANKETS. IF DORMANT SEEDING IS USED FOR THE SITE, ALL DISTURBED AREAS SHALL RECEIVE 4" OF LOAM AND SEED AT AN APPLICATION RATE OF 5 LBS./1,000 S.F. ALL AREAS SEEDED DURING THE WINTER SHALL BE INSPECTED IN THE SPRING FOR ADEQUATE CATCH. ALL AREAS INSUFFICIENTLY VEGETATED (LESS THAN 75% CATCH) SHALL BE REVEGETATED BY REPLACING LOAM, SEED AND MULCH. IF DORMANT SEEDING IS NOT USED FOR THE SITE, ALL DISTURBED AREAS SHALL BE REVEGETATED IN THE SPRING.

4.5 OVER WINTER STABILIZATION OF DISTURBED SOILS

BY SEPTEMBER 15TH, ALL DISTURBED SOILS ON AREAS HAVING A SLOPE LESS THAN 15% SHALL BE SEEDED AND MULCHED. IF THE DISTURBED AREAS ARE NOT STABILIZED BY THIS DATE, THEN ONE OF THE FOLLOWING ACTIONS SHALL BE TAKEN TO STABILIZE THE SOIL FOR LATE FALL AND WINTER:

STABILIZE THE SOIL WITH TEMPORARY VEGETATION – BY OCTOBER 1ST, SEED THE DISTURBED SOIL WITH WINTER RYE AT A SEEDING RATE OF 3LBS PER 1,000 S.F. LIGHTLY MULCH THE SEEDED SOIL WITH HAY OR STRAW AT 75 LBS PER 1,000 S.F., AND ANCHOR THE MULCH WITH PLASTIC NETTING. MONITOR GROWTH OF THE RYE OVER THE NEXT 30 DAYS. IF THE RYE FAILS TO GROW AT LEAST THREE INCHES OR FAILS TO COVER AT LEAST 75% OF THE DISTURBED SOIL BEFORE NOVEMBER 1ST, THEN MULCH THE AREA FOR OVER-WINTER PROTECTION.

STABILIZE THE SOIL WITH SOD – STABILIZE THE DISTURBED SOIL WITH PROPERLY INSTALLED SOD BY OCTOBER 1ST. PROPER INSTALLATION INCLUDES PINNING THE SOD ONTO THE SOIL WITH WIRE PINS, ROLLING THE SOD TO GUARANTEE CONTACT BETWEEN THE SOD AND UNDERLYING SOIL, AND WATERING THE SOD TO PROMOTE ROOT GROWTH INTO THE DISTURBED SOIL.

STABILIZE THE SOIL WITH MULCH – BY NOVEMBER 15TH, MULCH THE DISTURBED SOIL BY SPREADING HAY OR STRAW AT A RATE OF AT LEAST 150 LBS PER 1,000 S.F. ON THE AREA SO THAT NO SOIL IS VISIBLE THROUGH THE MULCH. IMMEDIATELY AFTER APPLYING THE MULCH, ANCHOR THE MULCH WITH PLASTIC NETTING TO PREVENT WIND FROM MOVING THE MULCH OFF THE DISTURBED SOIL.

4.6 OVER WINTER STABILIZATION OF DISTURBED SLOPES

ALL STONE-COVERED SLOPES SHALL BE CONSTRUCTED AND STABILIZED BY NOVEMBER 15TH. ALL SLOPES TO BE VEGETATED SHALL BE SEEDED AND MULCHED BY SEPTEMBER 1ST. A SLOPE IS CONSIDERED A GRADE GREATER THAN 15%. IF A SLOPE TO BE VEGETATED IS NOT STABILIZED BY SEPTEMBER 1ST, THEN ONE OF THE FOLLOWING ACTION SHALL BE TAKEN TO STABILIZE THE SLOPE FOR LATE FALL AND WINTER:

STABILIZE THE SOIL WITH TEMPORARY VEGETATION AND EROSION CONTROL MATS – BY OCTOBER 1ST THE DISTURBED SLOPE SHALL BE SEEDED WITH WINTER RYE AT A SEEDING RATE OF 3 LBS PER 1,000 S.F. AND THEN INSTALL EROSION CONTROL MATS OR ANCHORED MULCH OVER THE SEEDING. IF THE RYE FAILS TO GROW AT LEAST THREE INCHES OR FAILS TO COVER AT LEAST 75% F THE SLOPE BY NOVEMBER 1ST, THEN THE CONTRACTOR SHALL COVER THE SLOPE WITH A LAYER OF EROSION CONTROL MIX OR WITH STONE RIPRAP.

STABILIZE THE SOIL WITH SOD – THE DISTURBED SLOPE SHALL BE STABILIZED WITH PROPERLY INSTALLED SOD BY OCTOBER 1ST. PROPER INSTALLATION INCLUDES THE CONTRACTOR PINNING THE SOD ONTO THE SLOPE WITH WIRE PINS, ROLLING THE SOD TO GUARANTEE CONTACT BETWEEN THE SOD AND UNDERLYING SOIL, AND WATERING THE SOD TO PROMOTE ROOT GROWTH INTO THE DISTURBED SOIL. THE CONTRACTOR SHALL NOT USE LATE-SEASON SOD INSTALLATION TO STABILIZE SLOPES HAVING A GRADE GREATER THAN 3H:1V OR HAVING GROUNDWATER SEEPS ON THE SLOPE FACE.

STABILIZE THE SOIL WITH EROSION CONTROL MIX – EROSION CONTROL MIX SHALL BE PROPERLY INSTALLED BY NOVEMBER 15TH. THE CONTRACTOR SHALL NOT USE EROSION CONTROL MIX TO STABILIZE SLOPES HAVING GRADES GREATER THAN 2H:1V OR HAVING GROUNDWATER SEEPS ON THE SLOPE FACE.

STABILIZE THE SOIL WITH STONE RIPRAP – PLACE A LAYER OF STONE RIPRAP ON THE SLOPE BY NOVEMBER 15TH. A REGISTERED PROFESSIONAL ENGINEER SHALL BE HIRED TO DETERMINE THE STONE SIZE NEEDED FOR STABILITY ON THE SLOPE AND TO DESIGN A FILTER LAYER FOR UNDERNEATH THE RIPRAP.

5.0INSPECTION AND MAINTENANCE

A PERSON WITH KNOWLEDGE OF EROSION AND STORMWATER CONTROL, INCLUDING THE STANDARDS AND CONDITIONS IN THE PERMIT, SHALL CONDUCT PERIODIC VISUAL INSPECTIONS OF INSTALLED EROSION CONTROL MEASURES. THE FREQUENCY OF INSPECTION SHALL OCCUR AT LEAST ONCE EVERY TWO WEEKS, AS WELL AS AFTER A "STORM EVENT". A "STORM EVENT" SHALL CONSIST 0.5 INCHES OF RAIN WITHIN A 24 HOUR PERIOD. THE FOLLOWING EROSION AND SEDIMENT CONTROL – BEST MANAGEMENT PRACTICES (BMP'S) SHALL INSPECTED IN THE MANNER AS DESCRIBED.

5.1 SEDIMENT BARRIERS

HAY BALE BARRIERS, SILT FENCES AND FILTER BERMS SHALL BE INSPECTED AND REPAIRED FOR THE FOLLOWING IF THERE ARE ANY SIGNS OF EROSION OR SEDIMENTATION BELOW THEM. IF THERE ARE SIGNS OF UNDERCUTTING AT THE CENTER OR THE EDGES OF THE BARRIER, OR IMPOUNDING OF LARGE VOLUMES OF WATER BEHIND THEM, SEDIMENT BARRIERS SHALL BE REPLACED WITH A TEMPORARY CHECK DAM. SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER IS STILL NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY. SEDIMENT DEPOSITS SHOULD BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER. FILTER BERMS SHOULD BE RESHAPED AS NEEDED. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED SHOULD BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.

5.2 STABILIZED STONE CONSTRUCTION ENTRANCES

THE EXIT SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. WHEN THE CONTROL PAD BECOMES INEFFECTIVE, THE STONE SHALL BE REMOVED ALONG WITH THE COLLECTED SOIL MATERIAL AND REDISTRIBUTED ON SITE IN A STABLE MANNER. THE ENTRANCE SHOULD THEN BE RECONSTRUCTED. THE CONTRACTOR SHALL SWEEP OR WASH PAVEMENT AT EXITS, WHICH HAVE EXPERIENCED MUD-TRACKING ON TO THE PAVEMENT OR TRAVELED WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH AGGREGATE, WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING STORM DRAINS, DITCHES, OR WATERWAYS.

5.3 MULCHED AREAS

ALL MULCHES MUST BE INSPECTED PERIODICALLY, IN PARTICULAR AFTER RAINSTORMS, TO CHECK FOR RILL EROSION. IF LESS THAN 90% OF THE SOIL SURFACE IS COVERED BY MULCH, ADDITIONAL MULCH SHALL BE IMMEDIATELY APPLIED. NETS MUST BE INSPECTED AFTER RAIN EVENTS FOR DISLOCATION OR FAILURE. IF WASHOUTS OR BREAKAGE OCCUR, RE-INSTALL THE NETS AS NECESSARY AFTER REPAIRING DAMAGE TO THE SLOPE. WHERE MULCH IS USED IN CONJUNCTION WITH ORNAMENTAL PLANTINGS, INSPECT PERIODICALLY THROUGHOUT THE YEAR TO DETERMINE IF MULCH IS MAINTAINING COVERAGE OF THE SOIL SURFACE. REPAIR AS NEEDED.

5.4 DUST CONTROL

WHEN TEMPORARY DUST CONTROL MEASURES ARE USED, REPETITIVE TREATMENT SHALL BE APPLIED AS NEEDED TO ACCOMPLISH CONTROL.

5.5 STORMWATER APPURTENANCES

ALL UNDERDRAINS, STORM DRAINS, AND CATCH BASINS NEED TO BE OPERATING EFFECTIVELY AND FREE OF DEBRIS.

5.6 EROSION AND SEDIMENTATION CONTROL INSPECTIONS:

ACORN ENGINEERING HAS PERSONNEL QUALIFIED TO CONDUCT EROSION AND SEDIMENTATION CONTROL INSPECTIONS. FOR FURTHER INFORMATION CONTACT:

CONTACT: WILL SAVAGE, PE
TELEPHONE: (207) 775-2655

QUALIFICATIONS:

øMAINE PROFESSIONAL ENGINEERING LICENSE #11419
øMAINE DEP – CERTIFIED IN MAINTENANCE & INSPECTION OF STORMWATER BMP'S CERT #14
øCERTIFIED EROSION, SEDIMENT AND STORM WATER INSPECTOR (CESSWI) CERT #0293
øCERTIFIED PROFESSIONAL IN EROSION AND SEDIMENT CONTROL (CPESC) CERT. #4620

THE CONTRACTOR HAS SOLE RESPONSIBILITY FOR COMPLYING WITH THE EROSION AND SEDIMENTATION REPORT/PLAN, INCLUDING CONTROL OF FUGITIVE DUST. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY MONETARY PENALTIES RESULTING FROM FAILURE TO COMPLY WITH THESE STANDARDS.

6.0 IMPLEMENTATION SCHEDULE

THE FOLLOWING IMPLEMENTATION SEQUENCE IS INTENDED TO MAXIMIZE THE EFFECTIVENESS OF THE ABOVE DESCRIBED EROSION CONTROL MEASURES. CONTRACTORS SHOULD AVOID OVEREXPOSING DISTURBED AREAS AND LIMIT THE AMOUNT OF STABILIZATION AREA.

1. INSTALL A STABILIZED CONSTRUCTION ENTRANCE IN ALL LOCATIONS WHERE CONSTRUCTION TRAFFIC WILL ENTER AND EXIT THE SITE.

2. INSTALL PERIMETER SILT FENCE OR EROSION CONTROL BERM.

3. INSTALL SEDIMENTATION BASINS.

4. COMMENCE INSTALLATION OF DRAINAGE INFRASTRUCTURE.

5. INSTALL ALL OTHER EROSION CONTROL DEVICES AS NECESSARY THROUGHOUT THE REMAINDER OF THIS SCHEDULE.

6. COMMENCE EARTHWORK OPERATIONS, WALL AND FOUNDATION INSTALLATION.

7. COMMENCE INSTALLATION OF UTILITIES.

8. CONTINUE EARTHWORK AND GRADING TO SUBGRADE AS NECESSARY FOR CONSTRUCTION.

9. COMPLETE INSTALLATION OF DRAINAGE INFRASTRUCTURE, AS WELL AS OTHER UTILITY WORK.

10. COMPLETE REMAINING EARTHWORK OPERATIONS.

11. INSTALL SUB-BASE AND BASE GRAVELS IN PAVED AREAS.

12. INSTALL PAVING, CURBING AND BRICKWORK.

13. LOAM, LIME, FERTILIZE, SEED AND MULCH DISTURBED AREAS AND COMPLETE ALL LANDSCAPING.

14.ONCE THE SITE IS STABILIZED, 90% CATCH OF GRASS HAS BEEN OBTAINED, OR MULCHING OF LANDSCAPE AREAS IS COMPLETE REMOVE ALL TEMPORARY EROSION CONTROL MEASURES.

15.TOUCH UP AREAS WITHOUT A VIGOROUS CATCH OF GRASS WITH LOAM AND SEED.

16.COMPLETE SITE SIGNAGE AND STRIPING.

17.EXECUTE PROPER MAINTENANCE OF ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES THROUGHOUT THE PROJECT.

THE ABOVE IMPLEMENTATION SEQUENCE SHOULD BE GENERALLY FOLLOWED BY THE SITE CONTRACTOR. HOWEVER, THE CONTRACTOR MAY CONSTRUCT SEVERAL ITEMS SIMULTANEOUSLY. THE CONTRACTOR SHALL SUBMIT TO THE OWNER A SCHEDULE OF THE COMPLETION OF THE WORK. IF THE CONTRACTOR IS TO COMMENCE THE CONSTRUCTION OF MORE THAN ONE ITEM ABOVE, THEY SHALL LIMIT THE AMOUNT OF EXPOSED AREAS TO THOSE AREAS IN WHICH WORK IS EXPECTED TO BE UNDERTAKEN DURING THE FOLLOWING 30 DAYS.

THE CONTRACTOR SHALL RE-VEGETATE DISTURBED AREAS AS RAPIDLY AS POSSIBLE. ALL AREAS SHALL BE PERMANENTLY STABILIZED WITHIN 7 DAYS OF FINAL GRADING OR BEFORE A STORM EVENT. THE CONTRACTOR SHALL INCORPORATE PLANNED INLETS AND DRAINAGE SYSTEMS AS EARLY AS POSSIBLE INTO THE CONSTRUCTION PHASE.

7.0 CONCLUSION

THE ABOVE EROSION CONTROL NARRATIVE IS INTENDED TO MINIMIZE THE DEVELOPMENT IMPACT BY IMPLEMENTING TEMPORARY AND PERMANENT EROSION CONTROL MEASURES. THE CONTRACTOR SHALL ALSO REFER TO THE MAINE EROSION AND SEDIMENT CONTROL BMP MANUAL FOR ADDITIONAL INFORMATION.

ISSUED FOR

BY

DATE

PRELIM. APP.

WHS

4/22/17

FINAL APP.

WHS

10/26/17

DPW REVIEW

WHS

11/6/17

CITY COMMENTS

WHS

10/26/17

CONSTRUCTION

WHS

4/16/18

AS-BLT DPW REV

WHS

5/25/22

EROSION & SEDIMENTATION CONTROL NOTES

STROUDWATER PRESERVE

STROUDWATER DEVELOPMENT PARTNERS, LLC

KENNEBUNK, MAINE 04043

FILE:

1079

JN:

1079

SCALE:

NTS

DESIGNED BY:

WHS

DRAWN BY:

SJL

CHECKED BY:

WHS

ACORN ENGINEERING, INC.

158 DANFORTH ST. PORTLAND, MAINE 04102

(207) 775-2655

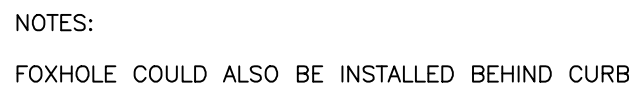
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AS-BUILT DRAWING

DRAWING NO.

C-50

Page 362



SIDEWALK

CURB

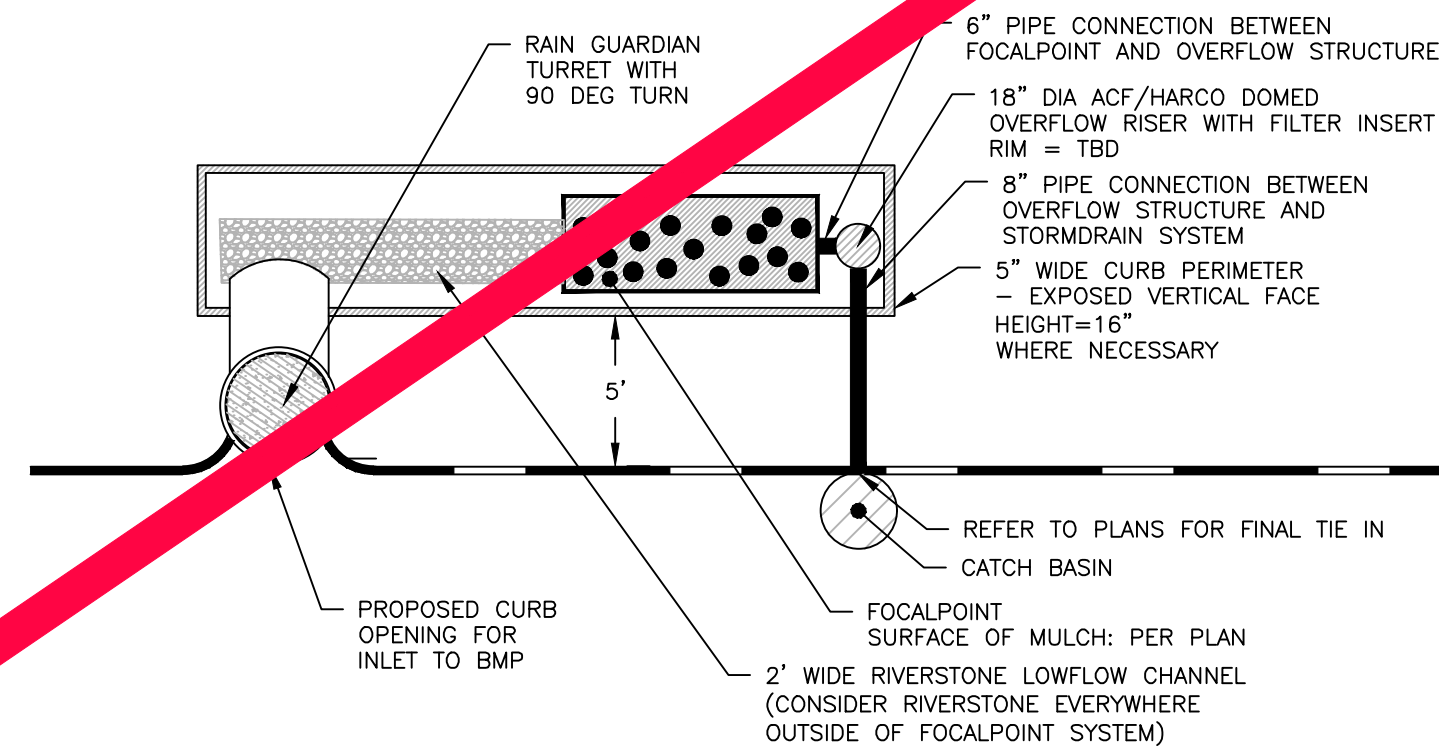
GUTTER

2'-11"

2'-1"

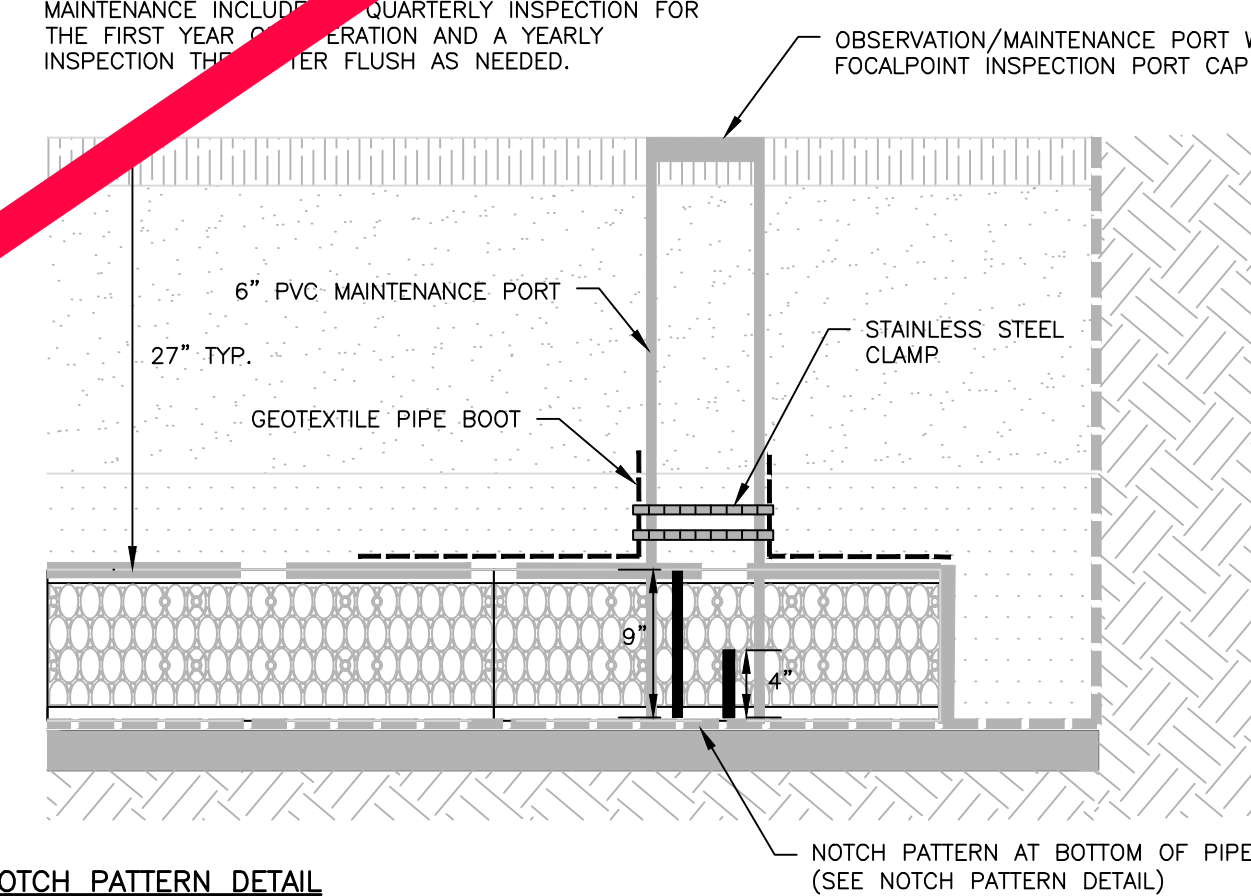
INSTALLED PLAN VIEW — INLET ONLY

NOTE:
PLAN VIEW U.S. PATENT NO. 8,501,016



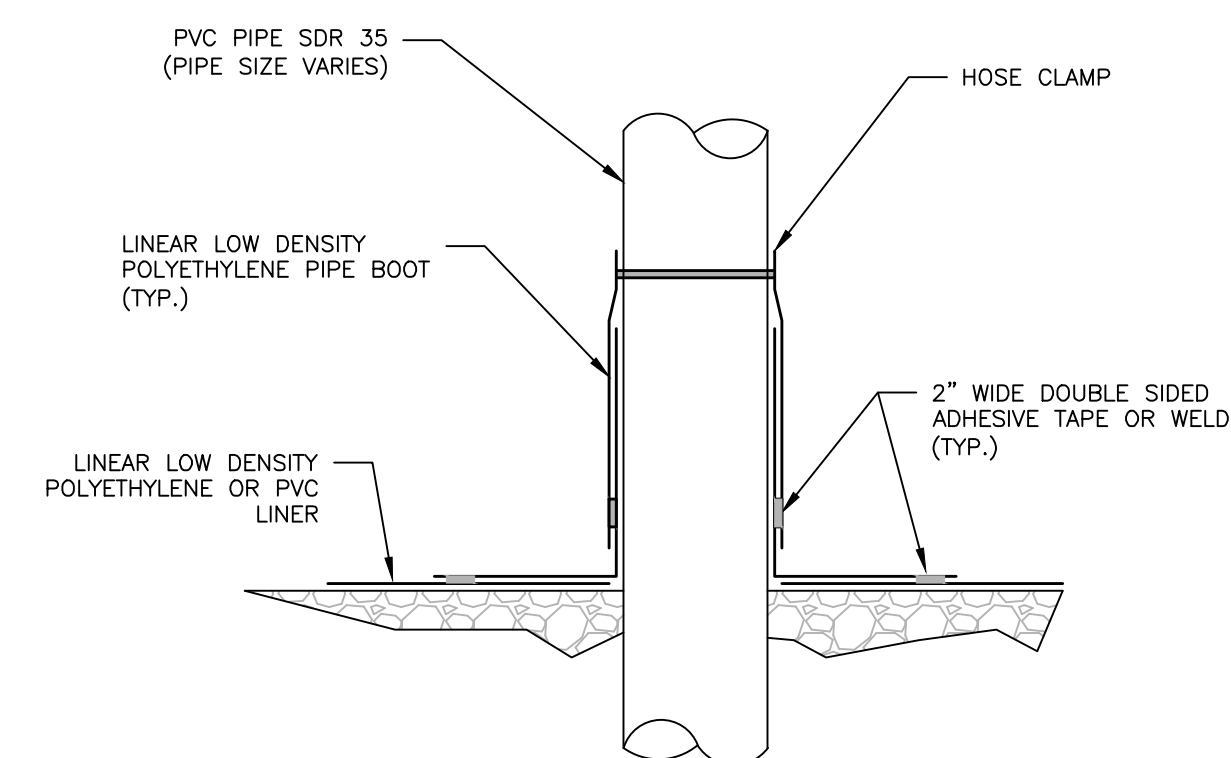
OBSERVATION/MAINTENANCE PORT

PORT USED FOR INSPECTION PURPOSES AND FOR SYSTEM MAINTENANCE AS REQUIRED. WATER SHALL BE PUMPED INTO THE SYSTEM AND RESUPD ACCUMULATED SEDIMENT TO A MINIMUM REQUIRED MAINTENANCE INCLUDING QUARTERLY INSPECTION FOR THE FIRST YEAR OF OPERATION AND A YEARLY INSPECTION THEREAFTER FLUSH AS NEEDED.



~~LOCALPOINT OBSERVATION PORT DETAIL~~
NOT TO SCALE

- FOCALPOINT HP PERFORMANCE SPECIFICATION:
1. HIGH PERFORMANCE MEDIA
 - 1.1. HIGH PERFORMANCE MEDIA MUST MEET A MINIMUM OF 100" PER HOUR INFILTRATION RATE.
 2. HIGH PERFORMANCE STRUCTURAL UNDERDRAIN
 - 2.1. MUST HAVE A MINIMUM OF 19 SQUARE INCHES OF ORIFICE OPENING PER SQUARE FOOT.
 - 2.2. MUST MEET H2O LOADING REQUIREMENTS.
 - 2.3. MUST BE MODULAR IN NATURE AND ASSEMBLED ON SITE.
 - 2.4. MUST HAVE MINIMUM 90% INTERIOR VOID SPACE.



2.4. MUST HAVE MINIMUM 90% INTERIOR VOID SPACE.

3" AGED DOUBLE SHREDDED
HARDWOOD MULCH WITH
FINES REMOVED

18" HIGH FILL MEDIA
100"/HRR (MIN.)
(SEE SPECIFICATIONS)

6" BRIDGING STONE
(SEE SPECIFICATIONS)

STRUCTURAL UNDERDRAIN
(DEPTH VARIES)

3" LEVEL BASE (MIN.)

FP100 OPEN MESH
GEOTEXTILE

CONTAINMENT GEOTEXTILE

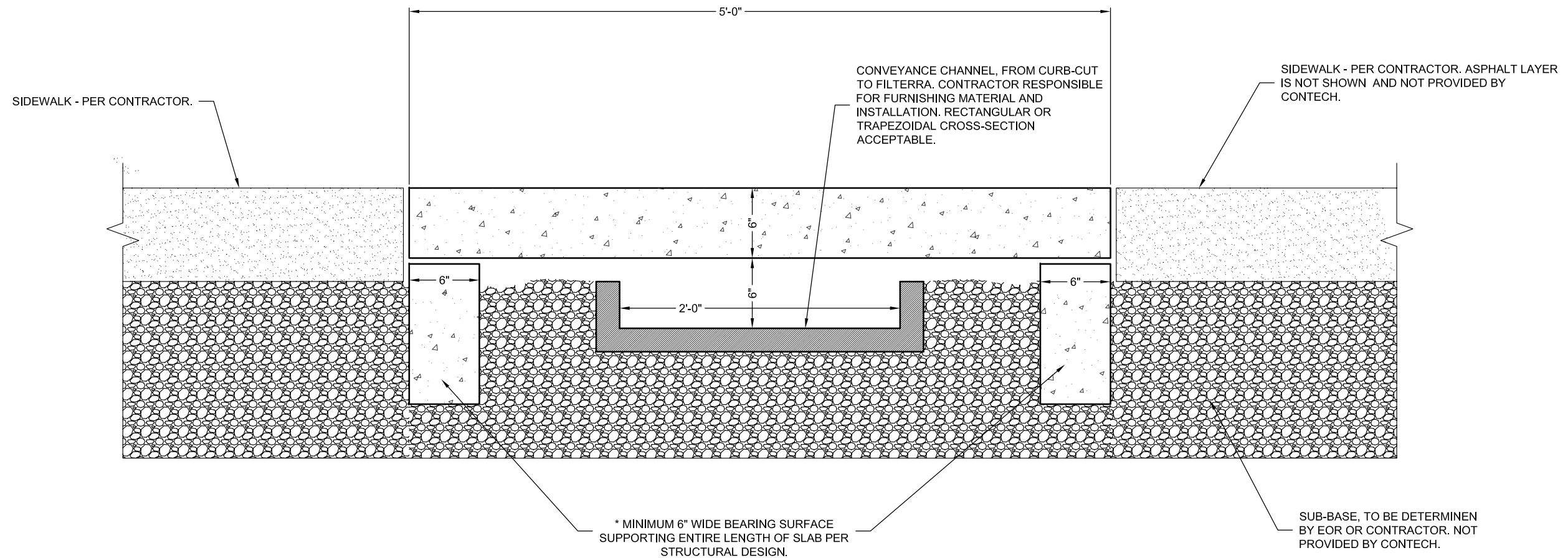
AS-BUILT DRAWING

FOCALPOINT SUMMARY AND SIZING CHART					
FOCALPOINT ID	TRIBUTARY AREA (ACRES)	IMPERVIOUS AREA (ACRES)	OVERFLOW RIM ELEVATION	TOP OF BASIN ELEVATION	SIZE
1	0.467	0.160	61.75'	61.25'	3' X 16.1'
2	0.308	0.118	61.75'	61.25'	3' X 11.1'
3	0.486	0.139	56.00'	55.50'	3' X 16.1'
4	1.346	0.231	56.33'	55.83'	5' X 23.6'
5	0.941	0.379	50.50'	50.00'	3' X 35'
6	2.099	0.476	50.50'	50.00'	4' X 48.8'
7	0.292	0.188	55.33'	54.83'	3' X 13.3'
8	0.562	0.156	55.33'	54.83'	3' X 18.5'
9	0.941	0.340	62.75'	62.25'	3' X 15.7'
10	0.249	0.123	64.00'	63.50'	3' X 10.1'
11	0.493	0.227	57.70'	57.20'	3' X 33.7'
12	0.309	0.191	57.70'	57.20'	3' X 6.8'
13	1.153	0.353	57.70'	57.20'	3' X 19.3'
14	0.495	0.191	57.70'	57.20'	3' X 13.6'
15	2.569	0.503	51.60'	51.10'	3' X 39'
16	0.634	0.410	51.90'	51.40'	3' X 18.1'
17	0.441	0.304	45.70'	45.20'	4' X 57.8'
18	1.038	0.271	45.70'	45.20'	3' X 29'
19	0.443	0.155	51.10'	50.60'	4' X 15.6'
20	0.118	0.118	51.10'	50.60'	3' X 33.5'

1. ALL STRUCTURES SHALL BE A FOCALPOINT OR APPROVED EQUIVALENT HIGH PERFORMANCE SOFT FILTER BMP

2. SIZING OF ALL STRUCTURES SHALL BE APPROVED BY THE MANUFACTURER

I:\AD-CONTECH-CPI\COM\ROOT\MERLIN\PROJECT\ACTIVE\579800\579890\DESIGN\PHASE 1 - STROUDWATER FTBSV DETAILS - SUBMITTAL LETTER EDITS.DWG 3/22/2019 3:03 PM



FILTERRA CONEYANCE - SIDEWALK BRIDGE: 5'x5'x6" CONCRETE SLAB

* BEARING SURFACE IS NOT PROVIDED BY CONTECH, AND THE SELECTION OF MATERIAL IS AT THE DISCRETION OF CONTRACTOR OR ENGINEER OF RECORD.



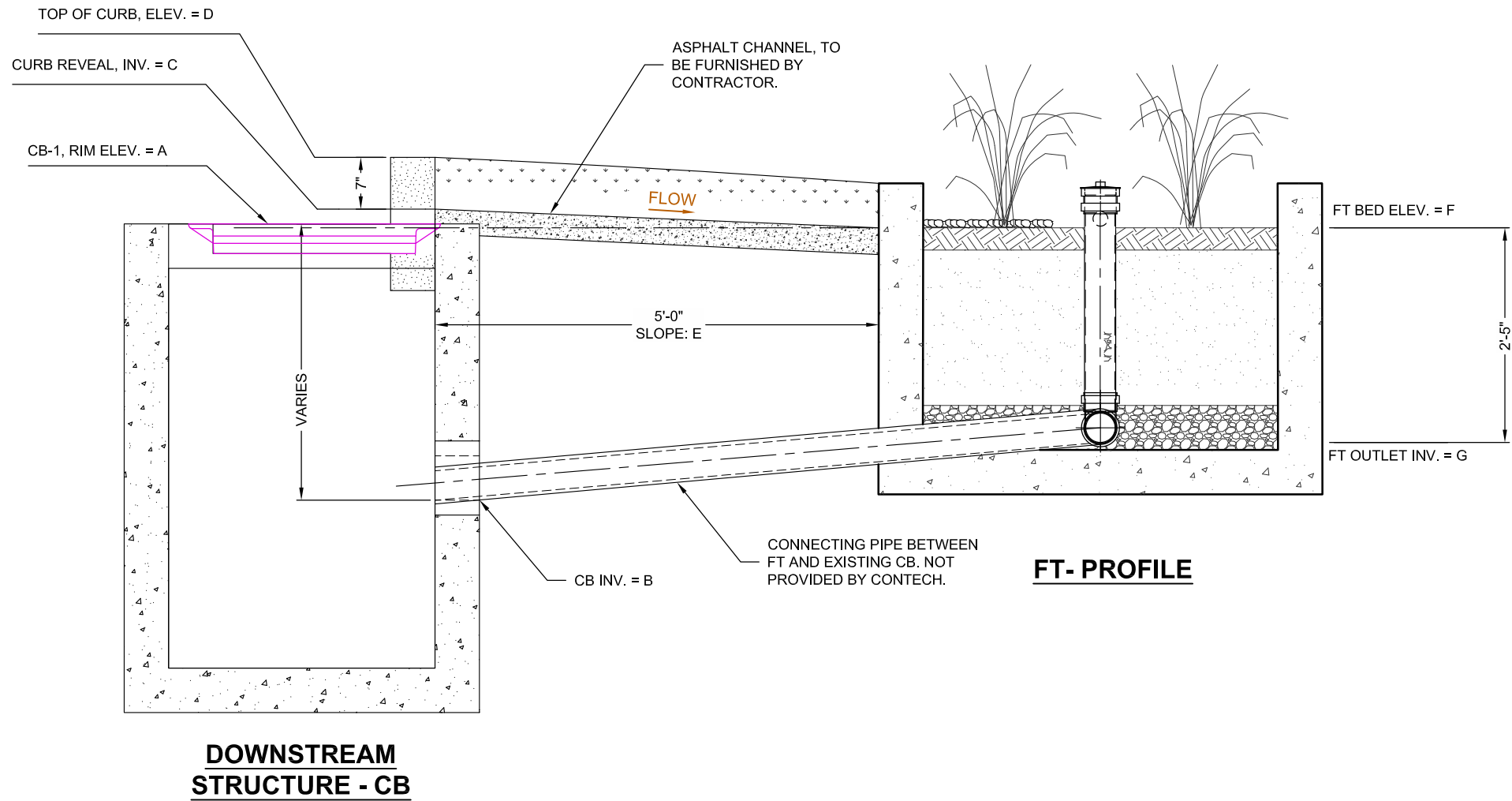
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STROUDWATER PRESERVE - PHASE 1
FILTERRA SIDEWALK BRIDGE
CONFIGURATION DETAIL

I:\AD-CONTECH\CPI\COM\ROOT\MERLIN\PROJECT\ACTIVE\579800\579890\DESIGN\PHASE 1 - STROUDWATER FTBSV DETAILS - SUBMITTAL LETTER EDITS.DWG 3/22/2019 2:27 PM



FT SITE SPECIFIC DATA								
UNIT #	CB #	A	B	C	D	E	F	G
FT-2	2	60.82'	57.71'	60.98'	61.57'	11.60%	60.40'	57.98'
FT-3	4	55.32'	51.96'	55.13'	55.71'	10.80%	54.59'	52.17'
FT-6	5	49.93'	46.46'	49.89'	50.47'	6.40%	49.57'	47.15'
FT-8	7	54.52'	51.29'	54.60'	55.18'	3.80%	54.41'	51.99'
FT-10	12	63.18'	59.96'	63.85'	64.43'	12.60%	63.22'	60.80'



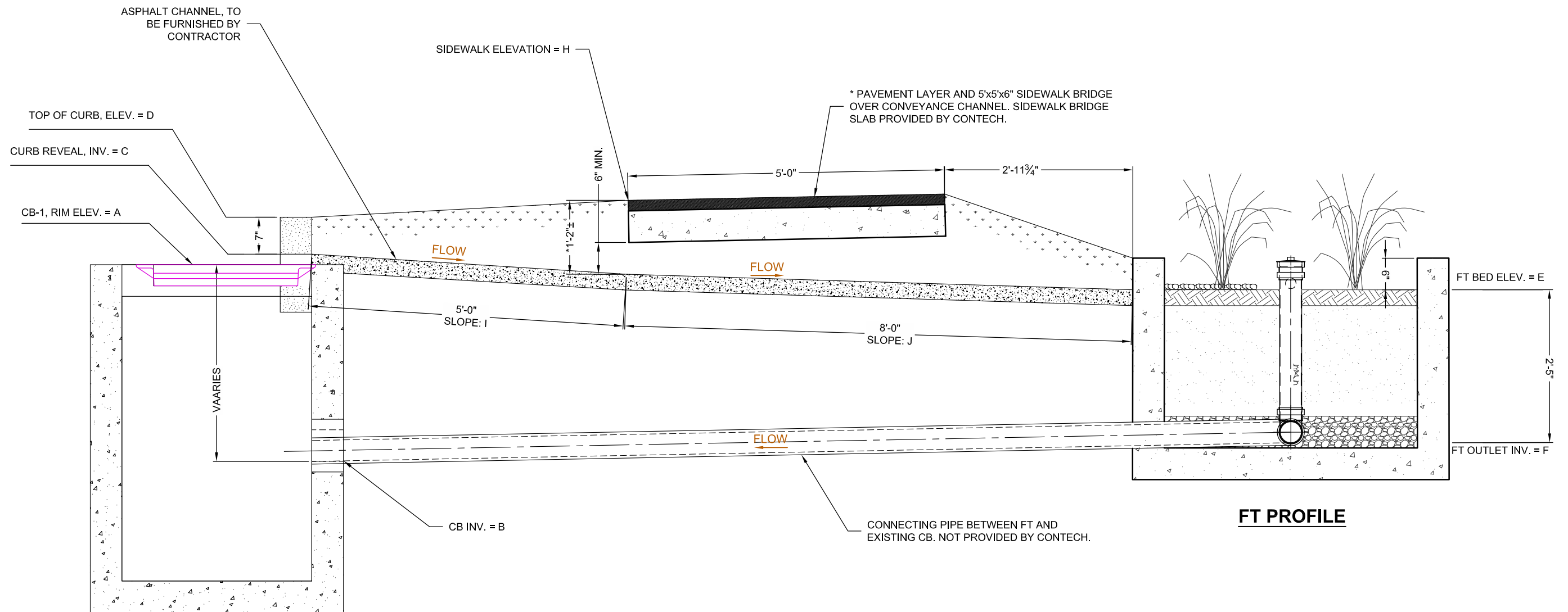
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STROUDWATER PRESERVE - PHASE 1
FILTERRA PROFILE DETAIL

I:\AD-CONTECH-CPI\COMIROOT\PROJECT\ACTIVE\579890\579890\DESIGN\PHASE 1 - STROUDWATER FTBSV DETAILS - SUBMITTAL LETTER EDITS.DWG 3/22/2019 2:00 PM



**DOWNSTREAM
STRUCTURE - CB**

FT PROFILE

FT SITE SPECIFIC DATA

UNIT #	CB #	A	B	C	D	E	F	*H	I	J
FT-1	1	60.82'	57.71'	61.00'	61.57'	60.78'	58.36'	62.08'	1.7%	1.7%
FT-4	3	55.35'	52.29'	56.05'	56.63'	55.71'	53.29'	56.96'	5.2%	1.0%
FT-5	6	49.93'	46.46'	49.99'	50.58'	49.43'	47.02'	50.68'	9.53%	1.0%
FT-7	8	54.54'	51.29'	55.21'	55.79'	54.65'	52.23'	55.90'	9.58%	1.01%
FT-9	10	61.80'	58.71'	62.05'	62.64'	61.88'	59.47'	63.15'	1.31%	1.31%

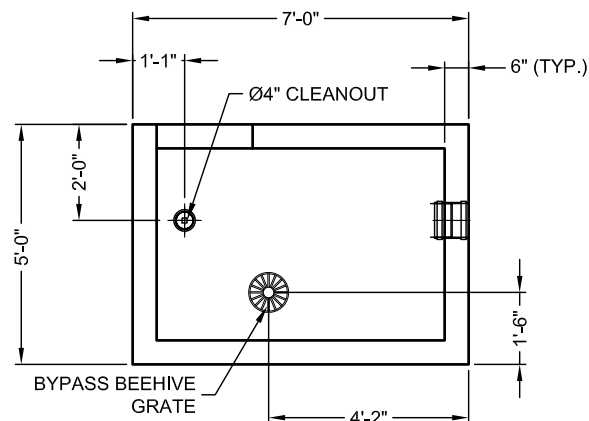
* VARIANCE MAY OCCUR
DEPENDING ON THICKNESS
OF ASPHALT LAYER.



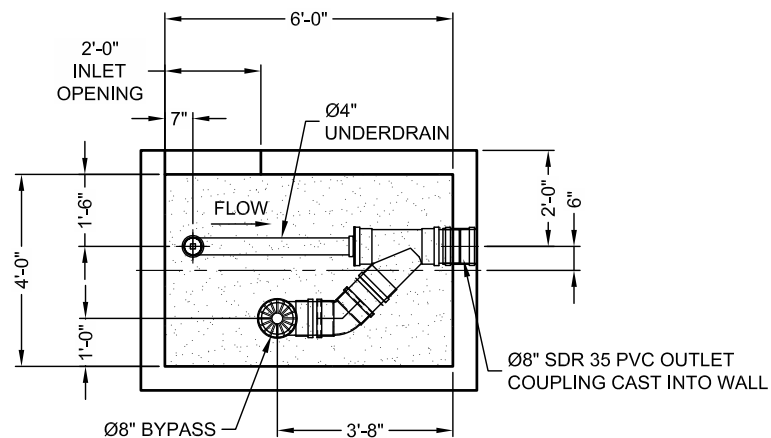
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STROUDWATER PRESERVE - PHASE 1
FILTERRA WITH SIDEWALK BRIDGE
PROFILE DETAIL

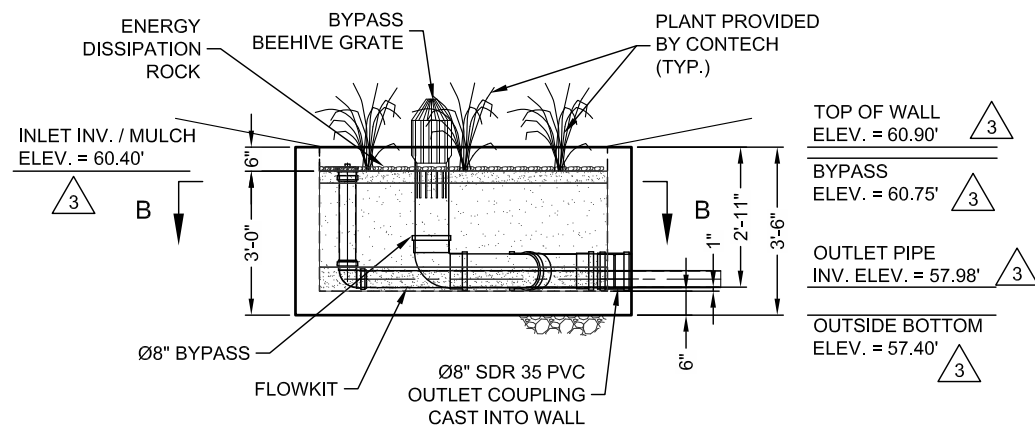


PLAN VIEW

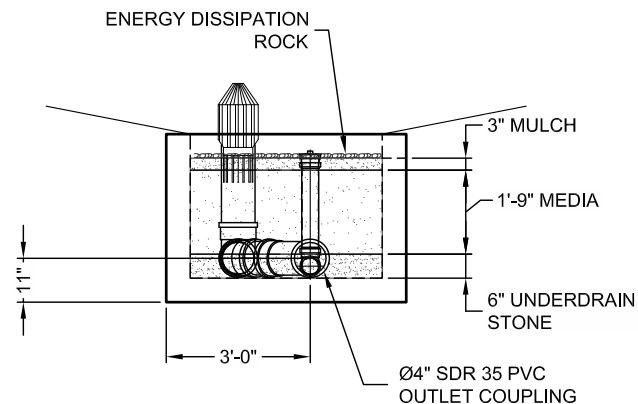


SECTION B-B

AS WITH ALL OPEN TOP BIORETENTION SYSTEMS, FILTERRA BIOSCAPE IS OPEN TO THE ATMOSPHERE WITH A MEDIA SURFACE RECESSED BELOW FINISHED GRADE. CONTRACTOR OR OWNER IS RESPONSIBLE FOR PROVIDING ANY REQUIRED SAFETY MEASURES AROUND SYSTEM PERIMETER. TO MAINTAIN AESTHETICS, REMOVAL OF HEAVY STORMWATER DEBRIS MAY BE NECESSARY BETWEEN REGULAR FILTERRA SYSTEM MAINTENANCE EVENTS.



ELEVATION VIEW



RIGHT END ELEVATION VIEW

MATERIALS LIST

COUNT	DESCRIPTION	INSTALLED BY
TBD	PLANT. SEE GENERAL NOTE 6	CONTECH
0.22 CY	MULCH. SEE GENERAL NOTE 6	CONTECH
1	ENERGY DISSIPATION ROCK LAYER	CONTECH
1.56 CY	FILTERRA MEDIA	CONTECH
0.44 CY	1/2" #4 ROUND AGGREGATE UNDERDRAIN STONE	CONTECH
1	FILTERRA FLOWKIT CUSTOM	CONTECH
1	Ø8" SDR 35 COUPLING	CONTECH
1	BYPASS INLET GRATE (8")	CONTECH

SITE DESIGN DATA

BIOFILTRATION MEDIA INFILTRATION RATE	140 in/hr
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3. FILTERRA WATER QUALITY STRUCTURE SHALL BE IN ACCORDANCE WITH ALL DESIGN DATA AND INFORMATION CONTAINED IN THIS DRAWING.
4. STRUCTURE SHALL MEET PEDESTRIAN LIVE LOAD, ASSUMING EARTH COVER OF 0' AND GROUNDWATER ELEVATION AT, OR BELOW, THE OUTLET PIPE INVERT ELEVATION. ENGINEER OF RECORD TO CONFIRM ACTUAL GROUNDWATER ELEVATION.
5. FILTERRA STRUCTURE SHALL BE PRECAST CONCRETE CONFORMING TO ASTM C-857, ASTM C-918 AND ACI-318 LOAD FACTOR DESIGN METHOD.
6. PLANT, MULCH, AND DISSIPATION ROCKS SUPPLIED BY CONTECH AND DELIVERED AT TIME OF SYSTEM ACTIVATION. PLANT SELECTION SHALL BE DONE BY THE ENGINEER OF RECORD IN ACCORDANCE WITH THE PROJECT PLANS AND SPECIFICATIONS.

INSTALLATION NOTES

- A. ANY SUB-BASE, BACKFILL DEPTH, AND/OR ANTI-FLOTATION PROVISIONS ARE SITE-SPECIFIC DESIGN CONSIDERATIONS AND SHALL BE SPECIFIED BY ENGINEER OF RECORD
- B. CONTECH SHALL PROVIDE BYPASS PIPE AND RISER AS SHOWN ON PLANS. THE BYPASS PIPE SHALL BE INSTALLED WITH WYE(S), OR OTHER PIPE FITTINGS, AND WITH REDUCER COUPLING(S) FOR CONNECTION OF UNDERDRAIN PIPE, PER PLANS. PIPES SHALL BE INSTALLED TO PROMOTE POSITIVE FLOW FROM THE FILTERRA BIOSCAPE SYSTEM.
- C. CONTRACTOR TO PROVIDE EQUIPMENT WITH SUFFICIENT LIFTING AND REACH CAPACITY TO LIFT AND SET THE FILTERRA STRUCTURE. SPREADER BAR WITH SUFFICIENT CABLE IS REQUIRED FOR SAFETY AND REDUCTION OF DAMAGE TO CONCRETE STRUCTURE
- D. CONTRACTOR TO INSTALL JOINT SEALANT BETWEEN ALL STRUCTURE SECTIONS AND ASSEMBLE STRUCTURE
- E. CONTRACTOR TO PROVIDE AND INSTALL INLET AND OUTLET PIPES. PVC COUPLING IS CAST-IN TO STRUCTURE WALL FOR OUTLET CONNECTION
- F. CONTRACTOR TO TAKE APPROPRIATE MEASURES TO PROTECT FILTERRA MEDIA BAY FROM CONSTRUCTION-RELATED EROSION RUNOFF
- G. CONTECH IS RESPONSIBLE FOR ACTIVATION OF THE SYSTEM WHICH INCLUDES PLANTING OF THE SPECIFIED PLANT, MULCH INSTALLATION, AND PLACING OF DISSIPATION ROCK. ACTIVATION ONLY OCCURS WHEN THE SITE IS FULLY STABILIZED WITH FINAL PAVEMENT OR LANDSCAPING INSTALLED AND CLEANED OF CONSTRUCTION SEDIMENT
- H. **ALL FILTERRA UNITS MUST BE WATERED BY IRRIGATION LINES OR SPRINKLER SYSTEMS ON A REGULAR BASIS.** FILTERRA UNITS MAY BE EQUIPPED WITH IRRIGATION HOLES FOR NEW OR EXISTING IRRIGATION LINES UPON REQUEST

STRUCTURE WEIGHT

APPROXIMATE HEAVIEST PICK = 13,500 LBS.
INCLUDES BASE SECTION, STONE AND FILTERRA MEDIA
STRUCTURE IS DELIVERED IN 1 PIECE

MAX FOOTPRINT = 5.0' x 7.0'

CONTECH
CONTRACT
DRAWING

SUPERIOR CONCRETE, LLC
LAYOUT 2

FILTERRA BIOSCAPE VAULT 6 x 4 -

579890-070

DROUGHTWATER RESERVE
DORTI AND

PORTLAND
PORTLAND, ME

for SYSTEM: FP-2 (PHASE 1)



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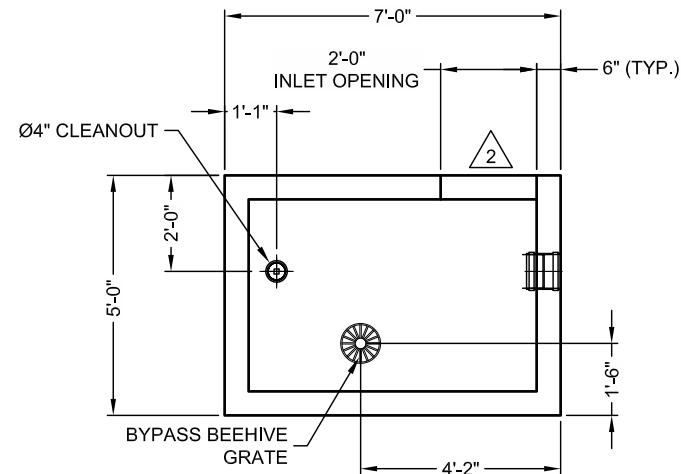
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 800-338-1122 513-645-7000 513-645-7993 FAX



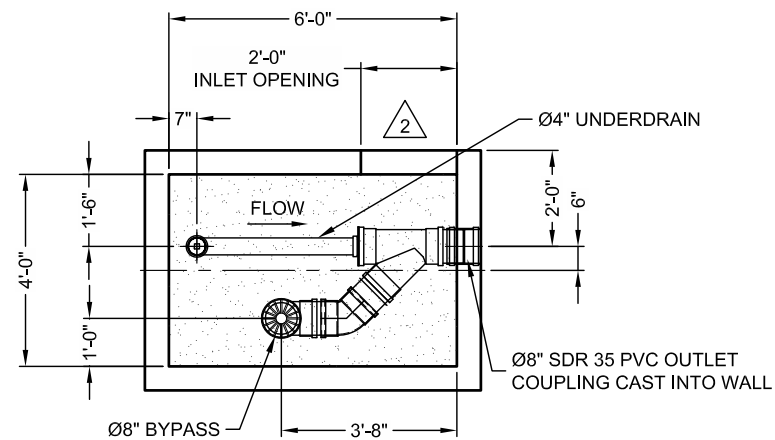
filterra[®]

THIS PRODUCT MAY BE PROTECTED BY ONE OR MORE OF THE FOLLOWING U.S. PATENTS: 1,077,724; 6,969,301

DATE:		12/21/18	
DESIGNED:	DRAWN:	NTB	JWB
CHECKED:	APPROVED:	NTB	NTB
PROJECT No.:	SEQUENCE No.:	579890	070
SHEET:		1	OF 1

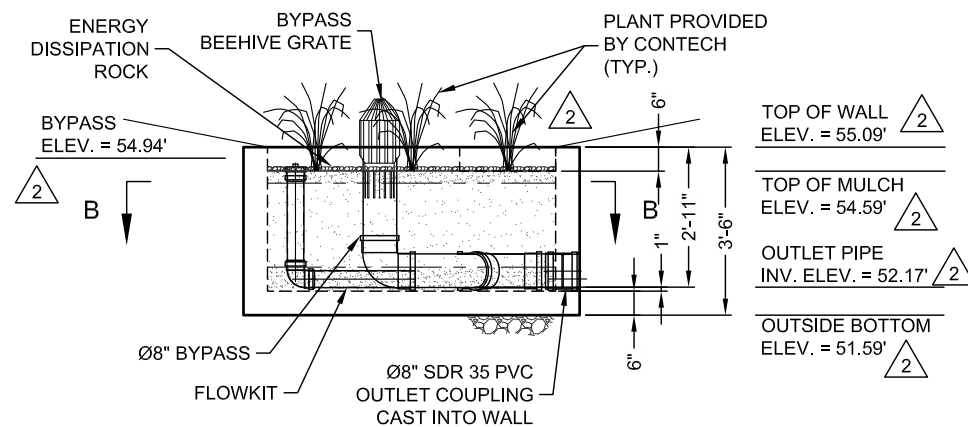


PLAN VIEW

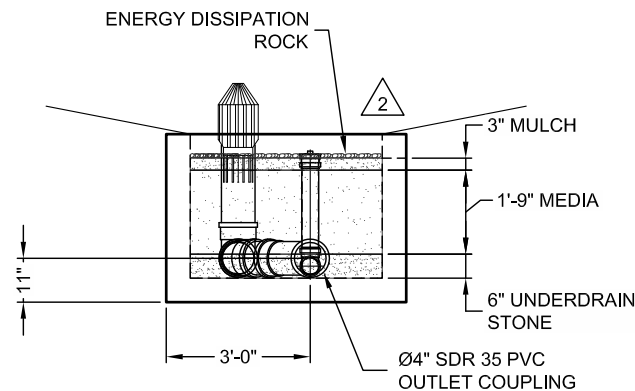


SECTION B-B

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ELEVATION VIEW



RIGHT END ELEVATION VIEW

CONTECH
CONTRACT
DRAWING

MATERIALS LIST		
COUNT	DESCRIPTION	INSTALLED BY
TBD	PLANT. SEE GENERAL NOTE 6	CONTECH
0.22 CY	MULCH. SEE GENERAL NOTE 6	CONTECH
1	ENERGY DISSIPATION ROCK LAYER	CONTECH
1.56 CY	FILTERRA MEDIA	CONTECH
0.44 CY	1/2" #4 ROUND AGGREGATE UNDERDRAIN STONE	CONTECH
1	FILTERRA FLOWKIT CUSTOM	CONTECH
1	Ø8" SDR 35 COUPLING	CONTECH
1	BYPASS INLET GRATE (8")	CONTECH

<u>SITE DESIGN DATA</u>	
BIOFILTRATION MEDIA INFILTRATION RATE	140 in/hr

- ## GENERAL NOTES

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3. FILTERRA WATER QUALITY STRUCTURE SHALL BE IN ACCORDANCE WITH ALL DESIGN DATA AND INFORMATION CONTAINED IN THIS DRAWING.
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- F. CONTRACTOR TO TAKE APPROPRIATE MEASURES TO PROTECT FILTERRA MEDIA BAY FROM CONSTRUCTION-RELATED EROSION RUNOFF
- G. CONTECH IS RESPONSIBLE FOR ACTIVATION OF THE SYSTEM WHICH INCLUDES PLANTING OF THE SPECIFIED PLANT, MULCH INSTALLATION, AND PLACING OF DISSIPATION ROCK. ACTIVATION ONLY OCCURS WHEN THE SITE IS FULLY STABILIZED WITH FINAL PAVEMENT OR LANDSCAPING INSTALLED AND CLEANED OF CONSTRUCTION SEDIMENT
- H. **ALL FILTERRA UNITS MUST BE WATERED BY IRRIGATION LINES OR SPRINKLER SYSTEMS ON A REGULAR BASIS.** FILTERRA UNITS MAY BE EQUIPPED WITH IRRIGATION HOLES FOR NEW OR EXISTING IRRIGATION LINES UPON REQUEST

STRUCTURE WEIGHT

APPROXIMATE HEAVIEST PICK = 13,500 LBS. $\triangle 2$
INCLUDES BASE SECTION, STONE AND FILTERRA MEDIA
STRUCTURE IS DELIVERED IN 1 PIECE

MAX FOOTPRINT = 5.0' x 7.0'

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				JWB
2	1/31/19	REV. ELEV., WALL HGT. ADD INLET OP'G		JWB
1	1/17/19	REVISED NOTE TO REMOVE MEDIA		JWB
MARK	DATE	REVISION DESCRIPTION		BY

TERRA BIOSCAPE VAULT 6 x 4 -
579890-080
STROUD WATER PRESERVE -
PORTLAND
PORTLAND, ME
for SYSTEM: FP-3 (PHASE 1)

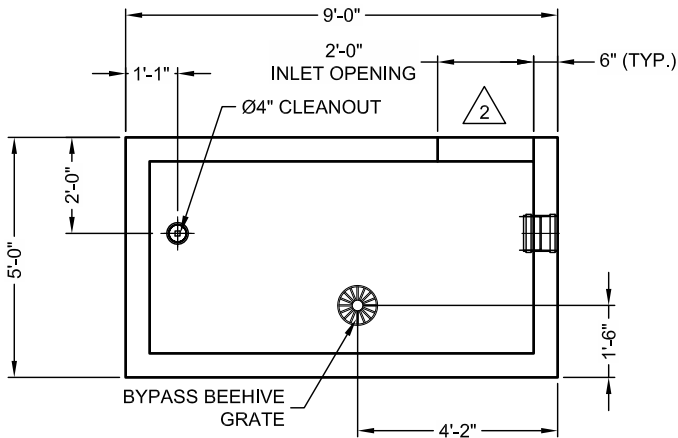
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ENGINEERED SOLUTIONS LLC
www.ContechES.com
9025 Centre Pointe Dr., Suite 400, West Chester, OH 46080
800-338-1122 513-645-7000 513-645-7993 FAX

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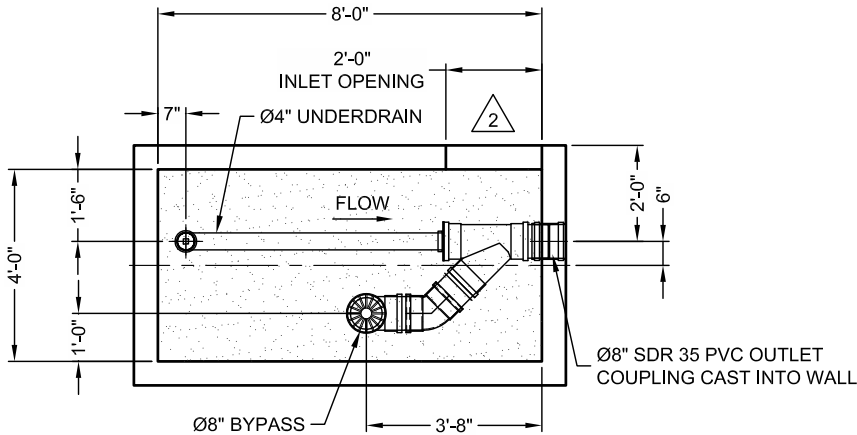
THIS PRODUCT MAY BE PROTECTED BY ONE OR MORE OF THE FOLLOWING PATENTS: 7,026,488; 7,452,801; 7,634,416; 7,642,071; 7,642,073; 7,658,485; 7,658,486; 7,658,487; 7,658,488; 7,658,489; 7,658,490; 7,658,491; 7,658,492; 7,658,493; 7,658,494; 7,658,495; 7,658,496; 7,658,497; 7,658,498; 7,658,499; 7,658,500; 7,658,501; 7,658,502; 7,658,503; 7,658,504; 7,658,505; 7,658,506; 7,658,507; 7,658,508; 7,658,509; 7,658,510; 7,658,511; 7,658,512; 7,658,513; 7,658,514; 7,658,515; 7,658,516; 7,658,517; 7,658,518; 7,658,519; 7,658,520; 7,658,521; 7,658,522; 7,658,523; 7,658,524; 7,658,525; 7,658,526; 7,658,527; 7,658,528; 7,658,529; 7,658,530; 7,658,531; 7,658,532; 7,658,533; 7,658,534; 7,658,535; 7,658,536; 7,658,537; 7,658,538; 7,658,539; 7,658,540; 7,658,541; 7,658,542; 7,658,543; 7,658,544; 7,658,545; 7,658,546; 7,658,547; 7,658,548; 7,658,549; 7,658,550; 7,658,551; 7,658,552; 7,658,553; 7,658,554; 7,658,555; 7,658,556; 7,658,557; 7,658,558; 7,658,559; 7,658,560; 7,658,561; 7,658,562; 7,658,563; 7,658,564; 7,658,565; 7,658,566; 7,658,567; 7,658,568; 7,658,569; 7,658,570; 7,658,571; 7,658,572; 7,658,573; 7,658,574; 7,658,575; 7,658,576; 7,658,577; 7,658,578; 7,658,579; 7,658,580; 7,658,581; 7,658,582; 7,658,583; 7,658,584; 7,658,585; 7,658,586; 7,658,587; 7,658,588; 7,658,589; 7,658,590; 7,658,591; 7,658,592; 7,658,593; 7,658,594; 7,658,595; 7,658,596; 7,658,597; 7,658,598; 7,658,599; 7,658,600; 7,658,601; 7,658,602; 7,658,603; 7,658,604; 7,658,605; 7,658,606; 7,658,607; 7,658,608; 7,658,609; 7,658,610; 7,658,611; 7,658,612; 7,658,613; 7,658,614; 7,658,615; 7,658,616; 7,658,617; 7,658,618; 7,658,619; 7,658,620; 7,658,621; 7,658,622; 7,658,623; 7,658,624; 7,658,625; 7,658,626; 7,658,627; 7,658,628; 7,658,629; 7,658,630; 7,658,631; 7,658,632; 7,658,633; 7,658,634; 7,658,635; 7,658,636; 7,658,637; 7,658,638; 7,658,639; 7,658,640; 7,658,641; 7,658,642; 7,658,643; 7,658,644; 7,658,645; 7,658,646; 7,658,647; 7,658,648; 7,658,649; 7,658,650; 7,658,651; 7,658,652; 7,658,653; 7,658,654; 7,658,655; 7,658,656; 7,658,657; 7,658,658; 7,658,659; 7,658,660; 7,658,661; 7,658,662; 7,658,663; 7,658,664; 7,658,665; 7,658,666; 7,658,667; 7,658,668; 7,658,669; 7,658,670; 7,658,671; 7,658,672; 7,658,673; 7,658,674; 7,658,675; 7,658,676; 7,658,677; 7,658,678; 7,658,679; 7,658,680; 7,658,681; 7,658,682; 7,658,683; 7,658,684; 7,658,685; 7,658,686; 7,658,687; 7,658,688; 7,658,689; 7,658,690; 7,658,691; 7,658,692; 7,658,693; 7,658,694; 7,658,695; 7,658,696; 7,658,697; 7,658,698; 7,658,699; 7,658,700; 7,658,701; 7,658,702; 7,658,703; 7,658,704; 7,658,705; 7,658,706; 7,658,707; 7,658,708; 7,658,709; 7,658,710; 7,658,711; 7,658,712; 7,658,713; 7,658,714; 7,658,715; 7,658,716; 7,658,717; 7,658,718; 7,658,719; 7,658,720; 7,658,721; 7,658,722; 7,658,723; 7,658,724; 7,658,725; 7,658,726; 7,658,727; 7,658,728; 7,658,729; 7,658,730; 7,658,731; 7,658,732; 7,658,733; 7,658,734; 7,658,735; 7,658,736; 7,658,737; 7,658,738; 7,658,739; 7,658,740; 7,658,741; 7,658,742; 7,658,743; 7,658,744; 7,658,745; 7,658,746; 7,658,747; 7,658,748; 7,658,749; 7,658,750; 7,658,751; 7,658,752; 7,658,753; 7,658,754; 7,658,755; 7,658,756; 7,658,757; 7,658,758; 7,658,759; 7,658,760; 7,658,761; 7,658,762; 7,658,763; 7,658,764; 7,658,765; 7,658,766; 7,658,767; 7,658,768; 7,658,769; 7,658,770; 7,658,771; 7,658,772; 7,658,773; 7,658,774; 7,658,775; 7,658,776; 7,658,777; 7,658,778; 7,658,779; 7,658,780; 7,658,781; 7,658,782; 7,658,783; 7,658,784; 7,658,785; 7,658,786; 7,658,787; 7,658,788; 7,658,789; 7,658,790; 7,658,791; 7,658,792; 7,658,793; 7,658,794; 7,658,795; 7,658,796; 7,658,797; 7,658,798; 7,658,799; 7,658,800; 7,658,801; 7,658,802; 7,658,803; 7,658,804; 7,658,805; 7,658,806; 7,658,807; 7,658,808; 7,658,809; 7,658,810; 7,658,811; 7,658,812; 7,658,813; 7,658,814; 7,658,815; 7,658,816; 7,658,817; 7,658,818; 7,658,819; 7,658,820; 7,658,821; 7,658,822; 7,658,823; 7,658,824; 7,658,825; 7,658,826; 7,658,827; 7,658,828; 7,658,829; 7,658,830; 7,658,831; 7,658,832; 7,658,833; 7,658,834; 7,658,835; 7,658,836; 7,658,837;

DATE:		12/21/18	
DESIGNED:	NTB	DRAWN:	JWB
CHECKED:	NTB	APPROVED:	NTB
PROJECT No.:	579890	SEQUENCE No.:	080
SHEET:		1	OF 1

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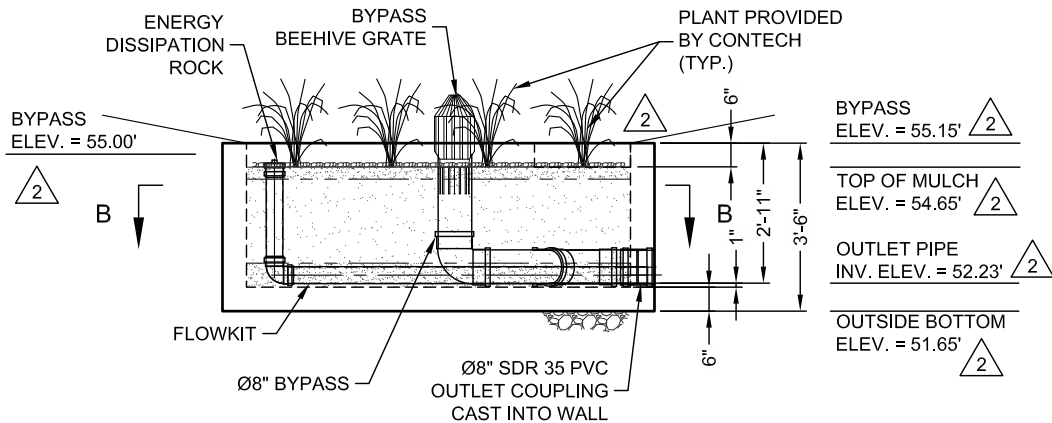


PLAN VIEW

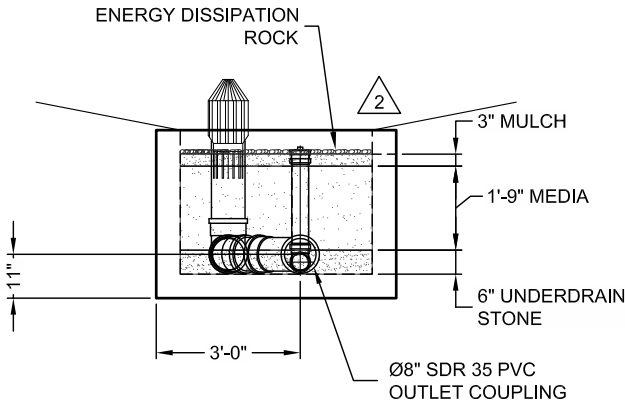


SECTION B-B

AS WITH ALL OPEN TOP BIORETENTION SYSTEMS, FILTERRA BIOSCAPE IS OPEN TO THE ATMOSPHERE WITH A MEDIA SURFACE RECESSED BELOW FINISHED GRADE. CONTRACTOR OR OWNER IS RESPONSIBLE FOR PROVIDING ANY REQUIRED SAFETY MEASURES AROUND SYSTEM PERIMETER. TO MAINTAIN AESTHETICS, REMOVAL OF HEAVY STORMWATER DEBRIS MAY BE NECESSARY BETWEEN REGULAR FILTERRA SYSTEM MAINTENANCE EVENTS.



ELEVATION VIEW



RIGHT END ELEVATION VIEW

MATERIALS LIST

COUNT	DESCRIPTION	INSTALLED BY
TBD	PLANT. SEE GENERAL NOTE 6	CONTECH
0.30 CY	MULCH. SEE GENERAL NOTE 6	CONTECH
1	ENERGY DISSIPATION ROCK LAYER	CONTECH
2.07 CY	FILTERRA MEDIA	CONTECH
0.59 CY	1/2" #4 ROUND AGGREGATE UNDERDRAIN STONE	CONTECH
1	FILTERRA FLOWKIT CUSTOM	CONTECH
1	Ø8" SDR 35 COUPLING	CONTECH
1	BYPASS INLET GRATE (8")	CONTECH
1	5' x 5' SIDEWALK SLAB-BRIDGE	CONTECH

SITE DESIGN DATA

BIOFILTRATION MEDIA INFILTRATION RATE	140 in/hr
---------------------------------------	-----------

GENERAL NOTES

- CONTECH TO PROVIDE ALL MATERIALS UNLESS NOTED OTHERWISE
- FOR FABRICATION DRAWINGS WITH DETAILED STRUCTURE DIMENSIONS AND WEIGHTS, PLEASE CONTACT YOUR CONTECH ENGINEERED SOLUTIONS LLC REPRESENTATIVE. www.ContechES.com
- FILTERRA WATER QUALITY STRUCTURE SHALL BE IN ACCORDANCE WITH ALL DESIGN DATA AND INFORMATION CONTAINED IN THIS DRAWING.
- STRUCTURE SHALL MEET PEDESTRIAN LIVE LOAD, ASSUMING EARTH COVER OF 0' AND GROUNDWATER ELEVATION AT, OR BELOW, THE OUTLET PIPE INVERT ELEVATION. ENGINEER OF RECORD TO CONFIRM ACTUAL GROUNDWATER ELEVATION.
- FILTERRA STRUCTURE SHALL BE PRECAST CONCRETE CONFORMING TO ASTM C-857, ASTM C-918 AND ACI-318 LOAD FACTOR DESIGN METHOD.
- PLANT, MULCH, AND DISSIPATION ROCKS SUPPLIED BY CONTECH AND DELIVERED AT TIME OF SYSTEM ACTIVATION. PLANT SELECTION SHALL BE DONE BY THE ENGINEER OF RECORD IN ACCORDANCE WITH THE PROJECT PLANS AND SPECIFICATIONS.

INSTALLATION NOTES

- ANY SUB-BASE, BACKFILL DEPTH, AND/OR ANTI-FLOTATION PROVISIONS ARE SITE-SPECIFIC DESIGN CONSIDERATIONS AND SHALL BE SPECIFIED BY ENGINEER OF RECORD
- CONTECH SHALL PROVIDE BYPASS PIPE AND RISER AS SHOWN ON PLANS. THE BYPASS PIPE SHALL BE INSTALLED WITH WYE(S), OR OTHER PIPE FITTINGS, AND WITH REDUCER COUPLING(S) FOR CONNECTION OF UNDERDRAIN PIPE, PER PLANS. PIPES SHALL BE INSTALLED TO PROMOTE POSITIVE FLOW FROM THE FILTERRA BIOSCAPE SYSTEM.
- CONTRACTOR TO PROVIDE EQUIPMENT WITH SUFFICIENT LIFTING AND REACH CAPACITY TO LIFT AND SET THE FILTERRA STRUCTURE. SPREADER BAR WITH SUFFICIENT CABLE IS REQUIRED FOR SAFETY AND REDUCTION OF DAMAGE TO CONCRETE STRUCTURE
- CONTRACTOR TO INSTALL JOINT SEALANT BETWEEN ALL STRUCTURE SECTIONS AND ASSEMBLE STRUCTURE
- CONTRACTOR TO PROVIDE AND INSTALL INLET AND OUTLET PIPES. PVC COUPLING IS CAST-IN TO STRUCTURE WALL FOR OUTLET CONNECTION
- CONTRACTOR TO TAKE APPROPRIATE MEASURES TO PROTECT FILTERRA MEDIA BAY FROM CONSTRUCTION-RELATED EROSION RUNOFF
- CONTECH IS RESPONSIBLE FOR ACTIVATION OF THE SYSTEM WHICH INCLUDES PLANTING OF THE SPECIFIED PLANT, MULCH INSTALLATION, AND PLACING OF DISSIPATION ROCK. ACTIVATION ONLY OCCURS WHEN THE SITE IS FULLY STABILIZED WITH FINAL PAVEMENT OR LANDSCAPING INSTALLED AND CLEANED OF CONSTRUCTION SEDIMENT
- ALL FILTERRA UNITS MUST BE WATERED BY IRRIGATION LINES OR SPRINKLER SYSTEMS ON A REGULAR BASIS.** FILTERRA UNITS MAY BE EQUIPPED WITH IRRIGATION HOLES FOR NEW OR EXISTING IRRIGATION LINES UPON REQUEST

STRUCTURE WEIGHT

APPROXIMATE HEAVIEST PICK = 17,500 LBS. 2
INCLUDES BASE SECTION, STONE AND FILTERRA MEDIA
STRUCTURE IS DELIVERED IN 1 PIECE

MAX FOOTPRINT = 5.0' x 9.0'

CONTECH
CONTRACT
DRAWING

SUPERIOR CONCRETE, LLC
LAYOUT 2

FILTERRA BIOSCAPE VAULT 8 x 4 -

579890-120

STROUDWATER PRESERVE -

PORTLAND

PORTLAND, ME

for SYSTEM: FP-7 (PHASE 1)

CONTECH
ENGINEERED SOLUTIONS LLC
www.ContechES.com
9025 Centre Pointe Dr., Suite 400, West Chester, OH 45389
603-338-1122 513-645-7000 513-645-7993 FAX

filterra
THE PRODUCT MAY BE PROTECTED BY ONE OR MORE OF
7,165,485; 7,662,261; 7,834,412; RELATED FOREIGN PATENTS.

DATE:

12/21/18

DESIGNED:

NTB

DRAWN:

JWB

CHECKED:

NTB

APPROVED:

NTB

PROJECT No.:

579890

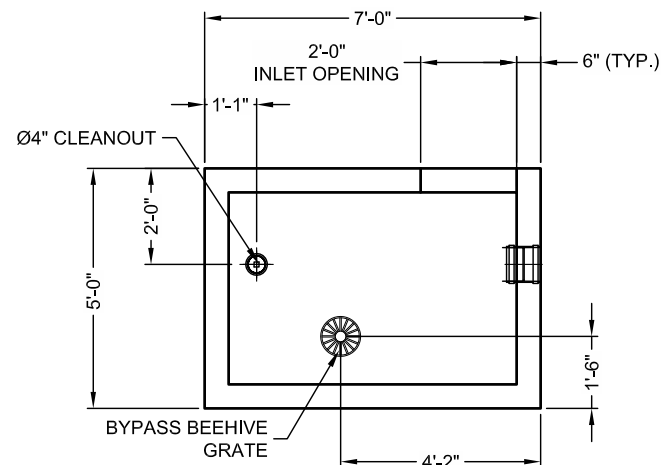
SEQUENCE No.:

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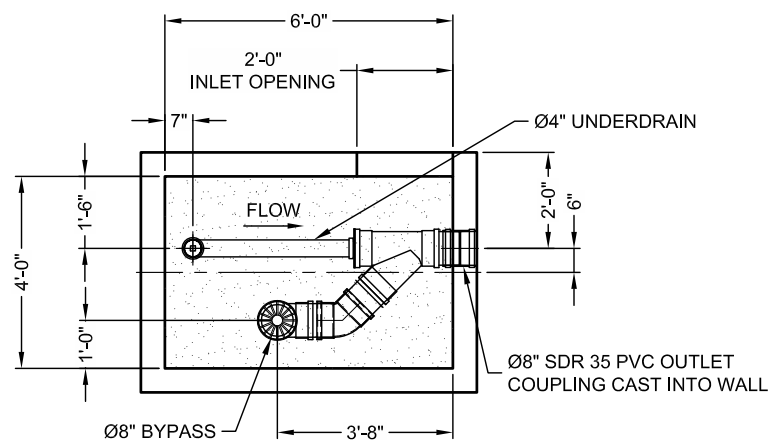
SHEET:

1

OF 1

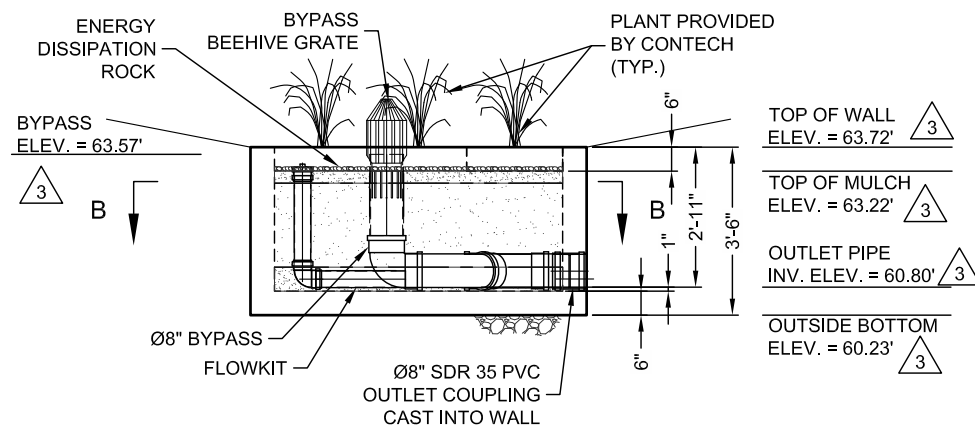


PLAN VIEW

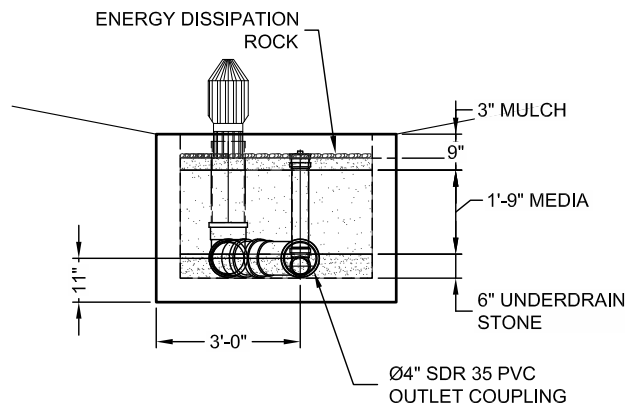


SECTION B-B

AS WITH ALL OPEN TOP BIORETENTION SYSTEMS, FILTERRA BIOSCAPE IS OPEN TO THE ATMOSPHERE WITH A MEDIA SURFACE RECESSED BELOW FINISHED GRADE. CONTRACTOR OR OWNER IS RESPONSIBLE FOR PROVIDING ANY REQUIRED SAFETY MEASURES AROUND SYSTEM PERIMETER. TO MAINTAIN AESTHETICS, REMOVAL OF HEAVY STORMWATER DEBRIS MAY BE NECESSARY BETWEEN REGULAR FILTERRA SYSTEM MAINTENANCE EVENTS.



ELEVATION VIEW



RIGHT END ELEVATION VIEW

CONTECH
CONTRACT
DRAWING

MATERIALS LIST		
COUNT	DESCRIPTION	INSTALLED BY
TBD	PLANT. SEE GENERAL NOTE 6	CONTECH
0.22 CY	MULCH. SEE GENERAL NOTE 6	CONTECH
1	ENERGY DISSIPATION ROCK LAYER	CONTECH
1.56 CY	FILTERRA MEDIA	CONTECH
0.44 CY	1/2" #4 ROUND AGGREGATE UNDERDRAIN STONE	CONTECH
1	FILTERRA FLOWKIT CUSTOM	CONTECH
1	Ø8" SDR 35 COUPLING	CONTECH
1	BYPASS INLET GRATE (8")	CONTECH

SITE DESIGN DATA	
BIOFILTRATION MEDIA INFILTRATION RATE	140 in/hr

GENERAL NOTES

1. CONTECH TO PROVIDE ALL MATERIALS UNLESS NOTED OTHERWISE
2. FOR FABRICATION DRAWINGS WITH DETAILED STRUCTURE DIMENSIONS AND WEIGHTS, PLEASE CONTACT YOUR CONTECH ENGINEERED SOLUTIONS LLC REPRESENTATIVE.
www.ContechES.com
3. FILTERRA WATER QUALITY STRUCTURE SHALL BE IN ACCORDANCE WITH ALL DESIGN DATA AND INFORMATION CONTAINED IN THIS DRAWING.
4. STRUCTURE SHALL MEET PEDESTRIAN LIVE LOAD, ASSUMING EARTH COVER OF 0' AND GROUNDWATER ELEVATION AT, OR BELOW, THE OUTLET PIPE INVERT ELEVATION. ENGINEER OF RECORD TO CONFIRM ACTUAL GROUNDWATER ELEVATION.
5. FILTERRA STRUCTURE SHALL BE PRECAST CONCRETE CONFORMING TO ASTM C-857, ASTM C-918 AND ACI-318 LOAD FACTOR DESIGN METHOD.
6. PLANT, MULCH, AND DISSIPATION ROCKS SUPPLIED BY CONTECH AND DELIVERED AT TIME OF SYSTEM ACTIVATION. PLANT SELECTION SHALL BE DONE BY THE ENGINEER OF RECORD IN ACCORDANCE WITH THE PROJECT PLANS AND SPECIFICATIONS.

INSTALLATION NOTES

- A. ANY SUB-BASE, BACKFILL DEPTH, AND/OR ANTI-FLOTATION PROVISIONS ARE SITE-SPECIFIC DESIGN CONSIDERATIONS AND SHALL BE SPECIFIED BY ENGINEER OF RECORD
- B. CONTECH SHALL PROVIDE BYPASS PIPE AND RISER AS SHOWN ON PLANS. THE BYPASS PIPE SHALL BE INSTALLED WITH WYE(S), OR OTHER PIPE FITTINGS, AND WITH REDUCER COUPLING(S) FOR CONNECTION OF UNDERDRAIN PIPE, PER PLANS. PIPES SHALL BE INSTALLED TO PROMOTE POSITIVE FLOW FROM THE FILTERRA BIOSCAPE SYSTEM.
- C. CONTRACTOR TO PROVIDE EQUIPMENT WITH SUFFICIENT LIFTING AND REACH CAPACITY TO LIFT AND SET THE FILTERRA STRUCTURE. SPREADER BAR WITH SUFFICIENT CABLE IS REQUIRED FOR SAFETY AND REDUCTION OF DAMAGE TO CONCRETE STRUCTURE
- D. CONTRACTOR TO INSTALL JOINT SEALANT BETWEEN ALL STRUCTURE SECTIONS AND ASSEMBLE STRUCTURE
- E. CONTRACTOR TO PROVIDE AND INSTALL INLET AND OUTLET PIPES. PVC COUPLING IS CAST-IN TO STRUCTURE WALL FOR OUTLET CONNECTION
- F. CONTRACTOR TO TAKE APPROPRIATE MEASURES TO PROTECT FILTERRA MEDIA BAY FROM CONSTRUCTION-RELATED EROSION RUNOFF
- G. CONTECH IS RESPONSIBLE FOR ACTIVATION OF THE SYSTEM WHICH INCLUDES PLANTING OF THE SPECIFIED PLANT, MULCH INSTALLATION, AND PLACING OF DISSIPATION ROCK. ACTIVATION ONLY OCCURS WHEN THE SITE IS FULLY STABILIZED WITH FINAL PAVEMENT OR LANDSCAPING INSTALLED AND CLEANED OF CONSTRUCTION SEDIMENT
- H. **ALL FILTERRA UNITS MUST BE WATERED BY IRRIGATION LINES OR SPRINKLER SYSTEMS ON A REGULAR BASIS.** FILTERRA UNITS MAY BE EQUIPPED WITH IRRIGATION HOLES FOR NEW OR EXISTING IRRIGATION LINES UPON REQUEST

STRUCTURE WEIGHT

APPROXIMATE HEAVIEST PICK = 13,500 LBS.
INCLUDES BASE SECTION, STONE AND FILTERRA MEDIA
STRUCTURE IS DELIVERED IN 1 PIECE

MAX FOOTPRINT = 5.0' x 7.0'

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						JWB
3	2/13/19	REVISED ELEVATIONS				JWB
2	1/31/19	REV. ELEV., WALL HGT. ADD INLET OPG				DWB
1	1/17/19	REVISED NOTE TO REMOVE MEDIA				JWB
MARK	DATE	REVISION DESCRIPTION				BY

TERRA BIOSCAPE VAULT 6 x 4 -
579890-150
STROUD WATER PRESERVE -
PORTLAND
PORTLAND, ME
for SYSTEM: FP-10 (PHASE 1)

CONTECH®
ENGINEERED SOLUTIONS LLC
www.contech.com
9025 Centre Pointe Dr., Suite 400, West Chester, OH 45399
800-338-1122 513-645-7000 513-645-7993 FAX

filtera®

THIS PRODUCT MAY BE PROTECTED BY ONE OR MORE OF THE FOLLOWING U.S. PATENTS: 6,771,071; 6,771,072; 6,771,073; 6,771,074; 6,771,075; 6,771,076; 6,771,077; 6,771,078; 6,771,079; 6,771,080; 6,771,081; 6,771,082; 6,771,083; 6,771,084; 6,771,085; 6,771,086; 6,771,087; 6,771,088; 6,771,089; 6,771,090; 6,771,091; 6,771,092; 6,771,093; 6,771,094; 6,771,095; 6,771,096; 6,771,097; 6,771,098; 6,771,099; 6,771,100; 6,771,101; 6,771,102; 6,771,103; 6,771,104; 6,771,105; 6,771,106; 6,771,107; 6,771,108; 6,771,109; 6,771,110; 6,771,111; 6,771,112; 6,771,113; 6,771,114; 6,771,115; 6,771,116; 6,771,117; 6,771,118; 6,771,119; 6,771,120; 6,771,121; 6,771,122; 6,771,123; 6,771,124; 6,771,125; 6,771,126; 6,771,127; 6,771,128; 6,771,129; 6,771,130; 6,771,131; 6,771,132; 6,771,133; 6,771,134; 6,771,135; 6,771,136; 6,771,137; 6,771,138; 6,771,139; 6,771,140; 6,771,141; 6,771,142; 6,771,143; 6,771,144; 6,771,145; 6,771,146; 6,771,147; 6,771,148; 6,771,149; 6,771,150; 6,771,151; 6,771,152; 6,771,153; 6,771,154; 6,771,155; 6,771,156; 6,771,157; 6,771,158; 6,771,159; 6,771,160; 6,771,161; 6,771,162; 6,771,163; 6,771,164; 6,771,165; 6,771,166; 6,771,167; 6,771,168; 6,771,169; 6,771,170; 6,771,171; 6,771,172; 6,771,173; 6,771,174; 6,771,175; 6,771,176; 6,771,177; 6,771,178; 6,771,179; 6,771,180; 6,771,181; 6,771,182; 6,771,183; 6,771,184; 6,771,185; 6,771,186; 6,771,187; 6,771,188; 6,771,189; 6,771,190; 6,771,191; 6,771,192; 6,771,193; 6,771,194; 6,771,195; 6,771,196; 6,771,197; 6,771,198; 6,771,199; 6,771,200; 6,771,201; 6,771,202; 6,771,203; 6,771,204; 6,771,205; 6,771,206; 6,771,207; 6,771,208; 6,771,209; 6,771,210; 6,771,211; 6,771,212; 6,771,213; 6,771,214; 6,771,215; 6,771,216; 6,771,217; 6,771,218; 6,771,219; 6,771,220; 6,771,221; 6,771,222; 6,771,223; 6,771,224; 6,771,225; 6,771,226; 6,771,227; 6,771,228; 6,771,229; 6,771,230; 6,771,231; 6,771,232; 6,771,233; 6,771,234; 6,771,235; 6,771,236; 6,771,237; 6,771,238; 6,771,239; 6,771,240; 6,771,241; 6,771,242; 6,771,243; 6,771,244; 6,771,245; 6,771,246; 6,771,247; 6,771,248; 6,771,249; 6,771,250; 6,771,251; 6,771,252; 6,771,253; 6,771,254; 6,771,255; 6,771,256; 6,771,257; 6,771,258; 6,771,259; 6,771,260; 6,771,261; 6,771,262; 6,771,263; 6,771,264; 6,771,265; 6,771,266; 6,771,267; 6,771,268; 6,771,269; 6,771,270; 6,771,271; 6,771,272; 6,771,273; 6,771,274; 6,771,275; 6,771,276; 6,771,277; 6,771,278; 6,771,279; 6,771,280; 6,771,281; 6,771,282; 6,771,283; 6,771,284; 6,771,285; 6,771,286; 6,771,287; 6,771,288; 6,771,289; 6,771,290; 6,771,291; 6,771,292; 6,771,293; 6,771,294; 6,771,295; 6,771,296; 6,771,297; 6,771,298; 6,771,299; 6,771,300; 6,771,301; 6,771,302; 6,771,303; 6,771,304; 6,771,305; 6,771,306; 6,771,307; 6,771,308; 6,771,309; 6,771,310; 6,771,311; 6,771,312; 6,771,313; 6,771,314; 6,771,315; 6,771,316; 6,771,317; 6,771,318; 6,771,319; 6,771,320; 6,771,321; 6,771,322; 6,771,323; 6,771,324; 6,771,325; 6,771,326; 6,771,327; 6,771,328; 6,771,329; 6,771,330; 6,771,331; 6,771,332; 6,771,333; 6,771,334; 6,771,335; 6,771,336; 6,771,337; 6,771,338; 6,771,339; 6,771,340; 6,771,341; 6,771,342; 6,771,343; 6,771,344; 6,771,345; 6,771,346; 6,771,347; 6,771,348; 6,771,349; 6,771,350; 6,771,351; 6,771,352; 6,771,353; 6,771,354; 6,771,355; 6,771,356; 6,771,357; 6,771,358; 6,771,359; 6,771,360; 6,771,361; 6,771,362; 6,771,363; 6,771,364; 6,771,365; 6,771,366; 6,771,367; 6,771,368; 6,771,369; 6,771,370; 6,771,371; 6,771,372; 6,771,373; 6,771,374; 6,771,375; 6,771,376; 6,771,377; 6,771,378; 6,771,379; 6,771,380; 6,771,381; 6,771,382; 6,771,383; 6,771,384; 6,771,385; 6,771,386; 6,771,387; 6,771,388; 6,771,389; 6,771,390; 6,771,391; 6,771,392; 6,771,393; 6,771,394; 6,771,395; 6,771,396; 6,771,397; 6,771,398; 6,771,399; 6,771,400; 6,771,401; 6,771,402; 6,771,403; 6,771,404; 6,771,405; 6,771,406; 6,771,407; 6,771,408; 6,771,409; 6,771,410; 6,771,411; 6,771,412; 6,771,413; 6,771,414; 6,771,415; 6,771,416; 6,771,417; 6,771,418; 6,771,419; 6,771,420; 6,771,421; 6,771,422; 6,771,423; 6,771,424; 6,771,425; 6,771,426; 6,771,427; 6,771,428; 6,771,429; 6,771,430; 6,771

DATE:		12/21/18	
DESIGNED:	NTB	DRAWN:	JWB
CHECKED:	NTB	APPROVED:	NTB
PROJECT No.:	579890	SEQUENCE No.:	150
SHEET:		1	OF 1

