

PLANNING BOARD

Tuesday, May 13, 2025 at 4:30 PM
Room 24 (Ground Level of City Hall) and
Zoom



MEMBERS

Brandon Mazer, Chair
David Silk, Vice Chair
Michael Fox
Nicholas Messina
Kelsey Robertson
Austin Smith
Joseph Zamboni

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AGENDA:

WORKSHOP - 4:30 PM

- i. Major Site Plan; 61 Preble Street; 60 Elm Street, LLC., Applicant. The Planning Board will hold a hybrid workshop to consider an application to facilitate the development of Phase 1B of the Bayside Master Development Plan. The application involves the redevelopment of the property at 60 Elm Street from a two-story commercial building with surface parking, into a new 10-story residential building with 217 residential units and ground-level retail. The subject property is zoned B-3 Downtown Business. A project and plan summary are available for viewing on the city's CSS Portal (<https://css.portlandmaine.gov/>) by referencing Plan Number PL-003222-2025.

PUBLIC HEARING - 5:30 PM

1. ROLL CALL AND DECLARATION OF QUORUM

2. COMMUNICATION AND REPORTS

3. REPORT OF ATTENDANCE AT THE MEETING HELD ON APRIL 22, 2025.

Workshop

315 Cumberland Avenue: Fox, Messina, Silk, Smith and Zamboni present. Mazer and Robertson absent.

4. REPORTS OF DECISIONS AT THE MEETING HELD ON APRIL 22, 2025.

- i. There were no public hearing items scheduled for this meeting to report on.

5. NEW BUSINESS

- i. Master Development Plan Amendment; 315 Cumberland Avenue; Reveler Development, Applicant. The Planning Board will hold a hybrid public hearing to consider a Master Development Plan (MDP) amendment application to facilitate a change in the development's phasing plan, a change in location for the proposed Phase 1B residential building, and a re-distribution of unit counts throughout the various phases of the MDP. The subject properties are zoned B-3 Downtown Business, B-7 Mixed Development, R-6 Residential, and the Downtown Entertainment Overlay District. A project and plan summary are available for viewing on the city's CSS Portal (<https://css.portlandmaine.gov/>) by referencing Plan Number PL-003223-2025.

Planning Board Memorandum
Planning & Urban Development Department



To: Chair Brandon Mazer & Members of the Planning Board
From: Taylor Colbeth
Date: May 9, 2025
Re: 61 Preble Street
Project ID: PL-003222-2025
CBL: 033 M001001
Meeting Date: May 13, 2025

I. INTRODUCTION

Reveler Development has submitted a Major Site Plan application to for the construction of Phase 1B of the Bayside Master Development Plan (MDP). Phase 1B proposes to merge the 60 and 62 Elm Street parcels to facilitate the construction of a 10-story, mixed-use development containing 217 dwelling units, 2,000 square feet of ground-level retail space, and residential open space at 61 Preble Street. The subject property is located within the B-3 Downtown Business zone and the Bayside Height Overlay Zone.

The applicant has submitted a Major Amendment for the previously approved Bayside MDP (PL-003223-2025), which is scheduled for a public hearing on Tuesday, May 13th, the same night as this workshop. As part of this amendment, Phase 1b has would be relocated from 1966 Lancaster Street to form 61 Preble Street. Additionally, the building that was previously shown to be preserved at 62 Elm Street would now be demolished to facilitate construction of this proposed development.

This application is being referred to the Planning Board for compliance with the City of Portland's Land Use Code Site Plan Standards, Section 14.6, as contained within the City's Land Use Code at the time the MDP application was originally approved, in June of 2023.

The Planning and Urban Development Department mailed XX notices advertising this meeting to property owners within 500 feet of the site. A legal advertisement ran in the May 1, 2025 and May 2, 2025 editions of the Portland Press Herald.

Applicant: 60 Elm Street LLC

Applicant Representatives: Acorn Engineering, Market Square Architects



Figure 1. An aerial view of the existing site

II. REQUIRED REVIEWS

<i>Review</i>	<i>Applicable Standards</i>
Site Plan	Section 14.6
B-3 Design Standards	Design Manual

<i>Project Data</i>	
Existing Zoning	B-3 Downtown Business
Property Size	26,062 SF
Existing Use	Commercial building & surface parking lot
Proposed Use	Multi-family Residential with Retail

III. EXISTING CONDITIONS AND SURROUNDING AREA



Figure 2. Street View of the existing conditions as seen from the corner of Oxford and Elm Street

The subject property is located within the Bayside neighborhood and is bounded by Preble Street to the west, Oxford Street to the north, Elm Street to the east, and the Portland Public Market Garage to the south. The lot is zoned B-3 Downtown Business and totals approximately 26,062 square feet. The site is currently occupied by a commercial building and surface parking, and the property is fully impervious.

The area surrounding the subject property features a mixture of residential and commercial uses, along with community open spaces, with Monument Square being located less than a quarter mile from the property. Preble Street is the most active corridor within the development area and is characterized by larger-scale development such as the Schlotter Beck & Foss building, the office building at 34 Preble Street, and the abutting Public Market Garage.

The property is well served by public transportation, with METRO PULSE at Elm Street (Downtown Transportation Center) located approximately 500 feet from the subject property. METRO PULSE serves as a hub for Routes 2, 4, 5, 7, and the Husky Line. Greater Portland METRO bus route 8 runs in close proximity to the proposed development, with a stop located approximately 500 feet from the subject property.

IV. PROPOSED DEVELOPMENT

The proposed development involves the construction of a ten-story mixed-use building with 217 residential units, 2,000 square feet of ground-level commercial space, and two residential open spaces, including a prominent courtyard along the property's Oxford Street frontage.

Sidewalks along the property frontage are proposed to be reconstructed, along with the sidewalk on the opposite side of Oxford Street to facilitate the undergrounding of utilities. Additionally, a total of twelve street trees are proposed along all property frontages. The applicant is also proposing seven additional on-street parking spaces along Oxford Street.

The ground floor of the building would feature a commercial space, residential lobby area, bicycle storage room, bathrooms, and various utility rooms. Additionally, a courtyard area with six shade trees and access to the residential and commercial ground floor space is proposed along Oxford Street. The second floor would feature a fitness center, community space, and residential units, with the remaining floors consisting entirely of residential units.



Figure 3. Rendering as seen from the corner of Preble and Oxford

V. RIGHT, TITLE, & INTEREST

The applicant has demonstrated sufficient right, title and interest to the parcel involved in this application. The owner of the properties, 60 Elm Street LLC, has submitted deeds demonstrating common ownership of the parcels at 60 and 62 Elm Street. The applicant has demonstrated the right to merge these two parcels to create 61 Elm Street (033 M001001). Full Right, Title, and Interest documentation is included as Attachment C.

VI. FINANCIAL & TECHNICAL CAPACITY

The applicant has provided a status of good standing from the Secretary of State and a letter from the applicant's bank demonstrating interest in financing the proposed project at 61 Preble Street. The applicant's design team consists of firms with significant relevant experience, including Acorn Engineering, Dry Landscape Architecture LLC, and Market Square Architects. Full financial and technical capacity documentation is included as Attachments G and H.

VII. ZONING ANALYSIS

The subject property is located within the B-3 Downtown Business zone. The purpose of the B-3 zone is to provide neighborhood and community retail, business, and service establishments that are built close to the street while encouraging mixed-use development in areas of moderate to high-density housing in urban neighborhoods along arterials.

Standard	Required	Proposed
Lot area (min)	-	26,062 sf
Lot area per dwelling unit (min)	-	120 SF
Street frontage (min)	15 ft	457 ft
Front setback (from all street frontages) (max)	5 ft	Oxford Street – 3.17 to 7.11 ft. Set farther back in courtyard area Preble Street – 5.44 ft Elm Street – 0.2 to 2.42 ft
Rear setback (min)	-	5.08 ft
Stepbacks	-	N/A
Length of undifferentiated blank wall along publicly accessible way (max)	30 ft	Unknown*
Structure height (max)	105 ft (Bayside Height Overlay Map)	105 ft
Lot coverage (max)	25% of lot area for portions of structures exceeding 125 ft in height	Not applicable. Proposed building is 105 ft

*Staff have requested the applicant provided information on how this dimensional standard is being met.

A. Inclusionary Zoning

New residential projects totaling 10 or more residential units are subject to the City's Inclusionary Zoning (IZ) requirements, which require that 25% of new units be workforce housing units, affordable to households earning 80% of the Area Median Income (AMI). The applicant is satisfying inclusionary zoning requirements for future market rate rates within the MDP area using the IZ off-site provision with the approved 201 affordable units for Phase 1a at 89 Elm Street. The applicant has entered into a Workforce Housing Agreement that outlines the terms of affordability as well as unit amenities to ensure amenities are comparable to future market rate units. Construction has since begun at 89 Elm Street.

At this time, the applicant has not provided detailed floor plans nor indicated which units in the 89 Elm Street building will be used to satisfy the workforce housing requirements. Prior to approval, the applicant must submit detailed floor plans and indicate with 89 Elm Street units will be used to satisfy the workforce housing requirements to ensure that off-site IZ units are comparable to the market rate units. Should the units at 89 Elm not be deemed to be comparable in quality or size, the applicant would need to identify alternative units or renovate the units at 89 Elm Street to be comparable, provide the units on site of the market rate project under review, or pay a fee-in-lieu into the City's Jill C. Dunson Housing Trust Fund.

VIII. SITE PLAN STANDARDS (Section 14.6)

The proposed development has been reviewed by staff for conformance with the relevant review standards of the City of Portland's Site Plan Ordinance, Section 14.6. Staff comments are below.

1. Transportation Standards (Section 14.6.1)

A. Impact on surrounding street systems

A traffic movement permit (TMP) was previously approved for Phases 1-2 of the Bayside MDP. The applicant has updated the trip generation as part of this Major Site Plan application which demonstrates a net reduction in trips due to the removal of the existing land uses at 60-62 Elm Street. The estimated trip generation is not anticipated to have a significant impact or substantially increase congestion on the surrounding street systems.

The approved TMP had three conditions of approval that focused on on-site and off-site mitigation measures. As part of these conditions of approval, the applicant is required to replace sidewalks along Cedar Street from Oxford Street to Lancaster Street. Additionally, the applicant is required to conduct an Oxford Street Two-Way Conversion Feasibility analysis between Elm Street and Pearl Street. If the analysis determines the conversion is feasible, the applicant is responsible for the implementation of all work necessary. The last condition of approval is implementing all on-site and off-site mitigation measure as outlined in the TMP. See Attachment S1 for the approved TMP.

Staff Discussion

- Staff have requested that the applicant provide supporting documentation for the use of land use code 720 medical office for the trip credit applied in the trip generation estimate.
- The applicant has provided a summary table of the ITE assumptions for estimating traffic. The applicant should provide the ITE Trip Generation Land Use code summary pages for review and approval.
- The applicant will be responsible for the implementation of improvements required in the MDP Traffic Movement Permit. These should be implemented prior to occupancy of any building associated with the MDP approval. The applicant is requesting the study of a two-way Oxford Street occur prior to occupancy of Phase 2. The City will provide guidance on this in the future.

B. Access and circulation

The applicant is proposing main entrances to the residential lobby and commercial space off the internal courtyard and Oxford Street. There are additional entrances to the residential spaces off of Preble Street and Elm Street. Additionally, the applicant is proposing to reconstruct the sidewalk along all property frontages. The sidewalk and ADA ramps on the opposite side of Oxford Street are also proposed to be reconstructed as part of this project to facilitate the undergrounding of utilities.

All existing on-street parking spaces along Preble Street and Oxford Street are proposed to remain. Additionally, one 30-minute commercial vehicle loading zone is proposed on Preble Street near the depicted trash room. The applicant anticipates that the proposed loading space will be utilized for commercial deliveries, trash pickup, and move-in/move-out operations.

Staff Discussion

- The applicant has depicted a trash room towards the rear of the building on Preble Street. A proposed tree well is depicted in front of the trash room doors. The applicant shall confirm that the proposed tree well will not interfere with hauling operations. Additionally, the applicant shall provide more information on solid waste operations,

such as the anticipated number of weekly trips and whether solid waste will be wheeled out to the street.

C. Public transit access

The proposed development is situated along existing public transit routes along Elm Street and Preble Street. The subject property is also located within 500-feet from the existing Pulse Station on Elm Street. Therefore, the applicant is not required to provide a new transit shelter as part of this proposed project.

D. Parking

The applicant is not proposing on-site parking due to the development's location to the Public Market Garage, which is under common ownership. The development is also less than 500 feet from the METRO parking garage and Pulse Bus stop. According to Table 19-B, no off-street parking is required within ¼ mile of fixed-route transit service. New development, or a change of use within an existing building, that totals more than 10,000 square feet of floor area are required to provide a transportation demand management (TDM) plan in order to take advantage of this provision. The proposed development is within a quarter mile of the existing Pulse Station on Elm Street. However, the applicant has not yet provided a TDM plan.

E. Transportation demand management (TDM)

The applicant has not provided a TDM at this time. Per standard 14.6.1.E, all commercial, institutional, or mixed-use developments of 50,000 square feet or more total floor area are required to provide a TDM plan.

Staff Discussion:

- The applicant shall submit a TDM plan that complies with the transportation systems and street design standards of the *Technical Manual*.

2. Environmental Quality Standards (Section 14.6.2)

A. Preservation of significant natural features

The property at 60 and 62 Elm Street is currently comprised of a surface parking lot and existing commercial building, respectively. Being a previously developed site, there are no known significant natural features, nor any endangered species or plants on the property.

B. Landscape Preservation

The applicant is proposing the removal of one eight-inch diameter at breast height (DBH) street tree along the property line. The protection of this tree is not feasible given the proximity of the proposed building and the anticipated construction activity, which will impact this tree. The removed tree will be supplemented by 12 new street trees and three understory trees in the courtyard area along Oxford Street.

C. Site Landscaping and Buffers

The proposed development is within the B-3 Downtown Business zone and is not subject to minimum setback requirements, and is therefore not subject to one shade tree or six planting per 30 linear feet of frontage as outlined in Standard 14.6.2.C.1. The solid waste is proposed to be located in the interior of the building with access off Preble Street. Additionally, the applicant

is proposing a total of 12 new street trees along all property frontages: three along Preble Street, five along Oxford Street, and four along Elm Street.

The applicant has provided a planting plan included as Attachment 51.

Staff Discussion

- Per *Technical Manual* section 4.6.1, the applicant is required to provide one street tree per dwelling unit, totaling 217 street trees for this proposed project. Per *Technical Manual* Section 4.6.4, the applicant shall pay \$400 per street tree that is not provided, for a total of \$82,000 (205 x \$400), into the City's Tree Fund.
- The proposed courtyard is located on the north side of the proposed residential building, and is flanked on the east and west by buildings. City staff are evaluating whether the configuration of this plaza may impact the viability of proposed vegetation within the courtyard space, due to limited solar exposure.

D. Water quality/storm water management/erosion control

The stormwater runoff for the development is proposed to be collected, attenuated, and released at a rate that does not exceed pre-development flows. Per the request of Portland Department of Public Works, the maximum permissible stormwater outflow rate into the City's system during the design storm event was designed to not exceed 0.1 CFS per acre of watershed area draining to the detention system. The detention on-site will provide storage for one-inch times the impervious area while providing treatment prior to discharge. The proposed detention system would treat the stormwater prior to releasing. The applicant has coordinated with DPW to ensure that the proposed system will not overburden the existing City system.

Staff Discussion

- Erosion and sedimentation control (ECS) have been depicted on the submitted Construction Management Plan. The applicant shall provide a standalone ESC Plan. Additionally, the applicant shall provide information on the ESCs that will be utilized during sidewalk reconstruction.

3. Public Infrastructure and Community Safety Standards (Section 14.6.3)

A. Consistency with City Master Plans

The purpose statement for the B-3 Downtown Business zone states that the zone is intended to maintain and enhance the role of the downtown as a business and commercial center for the region, encourage increased housing opportunity downtown for a diverse residential population, and enhance the pedestrian experience through the encouragement of intensive, mixed-use activities. The proposed development would create 217 dwelling units, 2,000 square feet of commercial space, and provide a residential green space. Additionally, the project has been designed to be consistent with the approved Bayside MDP.

The proposed project is consistent with the designated zoning, which has been found to be in conformance with the City's comprehensive plan and therefore this standard is considered met.

B. Public safety and fire prevention

The applicant has indicated that the development has been designed to enhance the sense of security within both public and private areas of the site, with wall-mounted lighting proposed along all building facades, and clear lines of sight and activation of the courtyard. Emergency vehicles would have access to three sides of the building, on Preble, Oxford, and Elm Streets.

Staff Discussion

- The applicant has proposed residential green space towards the rear of the proposed building between the development and the existing Public Market Garage. Staff requests additional information on how this area would be accessed, or if access would be restricted to residents through the use of an access-controlled gate.

C. Public Utilities

The applicant is proposing the undergrounding of utilities as part of this project, which would require reconstruction of the sidewalk along the opposite side of Oxford Street. Two nine-foot by nine-foot transformers are proposed within the Oxford Street courtyard area. Additionally, the applicant is proposing that the project be served by connection to the existing public sewer on Oxford Street.

Staff Discussion

- The applicant has indicated that requests for Ability to Serve letters have been sent to the respective utility companies. The applicant shall provide the Ability to Serve letters to the City as they are received.
- DPW is currently reviewing the Applicant's wastewater capacity application and proposed sewer connection into the Oxford Street sewer. The municipal sewer is in poor shape and DPW has reached out to the developer and provided direction on infrastructure upgrades that would be required prior to approval of the connections. DPW provided the applicant with the following two options for infrastructure upgrades for this project, although the applicant has not indicated which direction they intend to take at this time:
 - If the applicant wishes to tie the development's sewer into the existing Oxford Street sewer, about 150 feet will have to be replaced at cost of the applicant; or
 - The applicant could tie into the existing Preble Street sewer.

4. Site Design Standards (Section 14.6.4)**A. Massing, ventilation, and wind impact**

The proposed development is not anticipated to have adverse massing, ventilation, wind, or heat impacts and is located along an active corridor that is characterized by larger-scale development such as the Schlotter Beck & Foss building, Public Market Garage, and the office building at 34 Preble Street. The massing of the building is consistent with the surrounding context.

B. Shadows

The proposed building is located in the B-3 zone and does not abut any publicly accessible open space. Therefore, the applicant is not required to submit a shadow study as part of this application.

C. Snow and ice loading

The proposed building is designed with a flat roof and is not anticipated to distribute snow and ice onto adjacent properties.

D. View corridors

This application is not within a protected view corridor, therefore this standard is not applicable.

E. Historic resources

The proposed project does not lie within a designated historic district nor have known archeological resources on the site. The subject property is not located within 100 feet of a historic district.

F. Exterior lighting

The applicant has submitted a photometric plan that depicts proposed exterior lighting. Wall-mounted exterior lighting is proposed along Preble Street, in the courtyard area, and in the residential open space area between the proposed building and the Public Market Garage. Additionally, the applicant is proposing two street lights along Oxford Street and two street lights along Elm Street. The proposed lighting is not anticipated to have an adverse impact on abutting properties.

Staff Discussion:

- The applicant has provided a detail for proposed lighting along Lancaster Street. The applicant should confirm if this lighting is to be used along all street frontages for the proposed development. Additionally, the applicant should confirm the proposed lighting is full cutoff.
- The applicant has provided images of the proposed lighting on the lighting plan. The applicant should provide more information on the height at which the lighting would be mounted.

G. Noise and vibration

All proposed heating, ventilation, and air conditioning equipment is proposed on the interior or roof of the building. The proposed equipment is not anticipated to have adverse noise or vibration impacts on abutting properties.

H. Signage and wayfinding

The applicant has not indicated proposed signage on building elevations. The applicant is proposing seven new on-street parking spaces along Oxford Street and a commercial loading parking space on Preble Street, which will require signage.

Staff Discussion

- The applicant shall provide information on any signage proposed as part of this project, including signage on the building and for the proposed on-street parking spaces.

I. Design standards

The applicant is proposing a 10-story mixed-use residential building with ground-floor commercial space on the corner of Preble Street and Oxford Street. The building would feature large storefront windows where appropriate, including on the retail and other ground-floor spaces, along with corner units along Oxford Street. The commercial space is proposed to have entrances along both Preble Street and Oxford Street. The proposed design also aims to improve the pedestrian environment by offering canopies at points of entry. Additionally, the proposed courtyard area along Oxford Street will serve both residents and patrons of the commercial spaces while also providing visual interest.

Staff have reviewed the proposed development against the Master Development Plan Standards of Review, Land Use Code Section 14.7.5, and design standards of the City of Portland Design Manual, Land Use Code Section 14.6.4.I as applicable to the original Master Development Plan approval on June 13, 2023 and has provided the applicant with a design review memo. Staff recommends the removal of the linear green space between the proposed building and the Public Market Garage, as this space is not easily accessible and the programming of this space is unclear. In the City's design review memo, staff suggested that the applicant explore alternative uses of this space, such as for stormwater management, and or for infrequent maintenance access. Staff also noted that the location of the proposed transformers along Oxford Street within the courtyard should be screened from public view, relocated further from the public sidewalk, or placed in a subsurface vault.

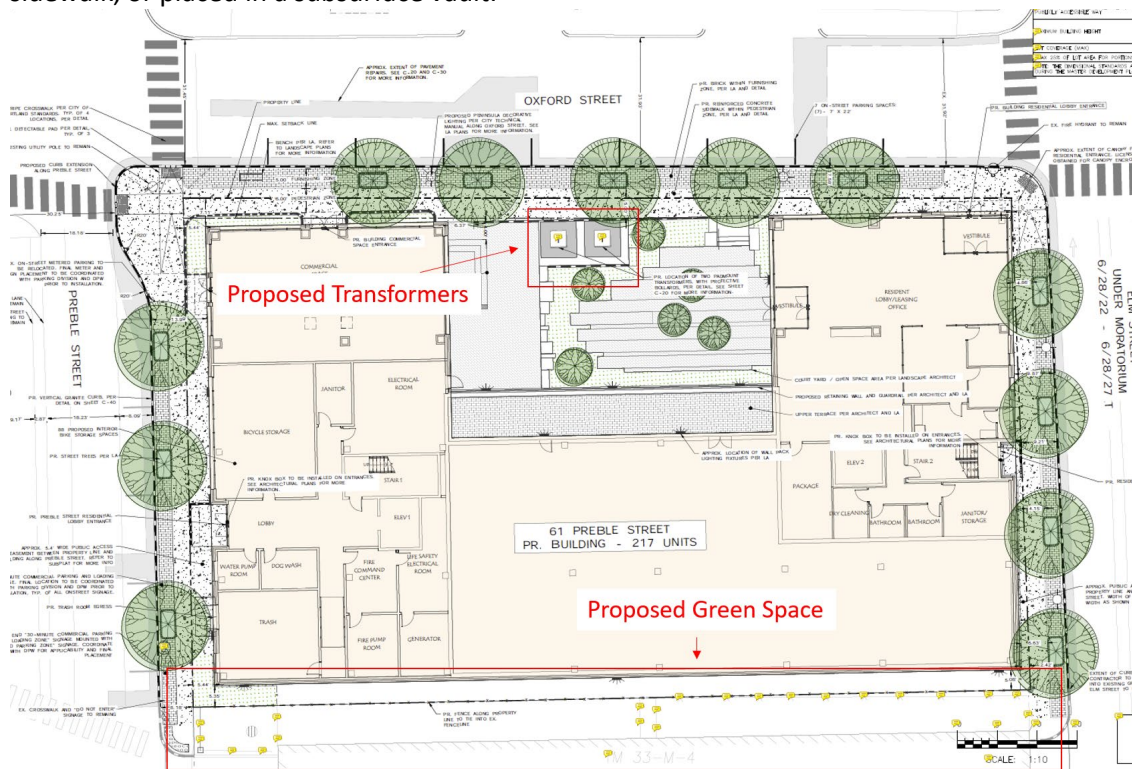


Figure 4. Focus of Design Review Comments

A full design review is included as Attachment S2.

IX. NEIGHBORHOOD MEETING & PUBLIC COMMENT

The applicant has held one neighborhood meeting on April 1, 2025, at 5:30 PM. The in-person meeting was held at 80/82 Elm Street. Four members of the public were in attendance. Public comment centered on:

- Timeline of this proposed project and the MDP
- Demolition of the existing building and the reallocation of resources/services
- Parking
- Affordable units

X. NEXT STEPS

The applicant should work with City staff to address any outstanding comments from staff or the board. The major areas to focus on for future discussion include:

- Submission of a TDM plan
- Provide staff updates on TMP conditions
- Work with DPW on the new sewer connection
- Provide a response to the Design Review Memo provided by City staff

ATTACHMENTS

Report Attachments

- S1. Traffic Movement Permit Findings (October 20, 2023)
- S2. Preble St. – 61 Design Review - First

Applicants Submittal

- A. Cover Letter
- B. Major Site Plan Checklist
- C. Right, Title, & Interest
- D. Zoning Assessment B-3
- E. Easements
- F. Waiver Table
- G. Financial Capacity
- H. Technical Capacity
- I. Conformity with Land Use Ordinance
- J. Stormwater Management Report
- K. Erosion & Sedimentation Control Report
- L. Public Safety and Fire Department Letter
- M. Wastewater Capacity
- N. Lighting
- O. Architectural Design Narrative
- P. Utility Cover
- Q. Construction Management Plan
- R. Solid Waste Disposal
- S. Trip Gen Analysis & Transportation Overview

Plans

- 1. COVER SHEET & LEGEND
- 2. GENERAL NOTES

3. TOPOGRAPHIC SURVEY
4. CONSTRUCTION MANAGEMENT PLAN
5. SITE PLAN
6. UTILITY PLAN
7. GRADING AND DRAINAGE PLAN
8. SITE DETAILS - 1
9. SITE DETAILS - 2
10. UTILITY DETAILS - 1
11. UTILITY DETAILS - 2
12. DRAINAGE DETAILS - 1
13. DRAINAGE DETAILS - 2
14. DRAINAGE DETAILS - 3
15. EROSION & SEDIMENTATION CONTROL DETAILS
20. A0 - COVER SHEET & LEGEND
21. A1.01 - LEVEL 1 FLOOR PLAN
22. A1.02 - LEVEL 2 FLOOR PLAN
23. A1.03 - LEVEL 3-10 FLOOR PLAN
24. A1.04 - ROOF PLAN
25. A2.00 - PREBLE ST ELEVATION
26. A2.01 - OXFORD ST ELEVATION
27. A2.02 - ELM ST ELEVATION
28. A2.03 - CUMBERLAND AVE ELEVATION
29. A3.00 - SECTION VIEW OXFORD & CUMBERLAND
30. A3.01 - SECTION VIEW ELM & PREBLE
31. A3.02 - SECTION VIEW 2 OXFORD & CUMBERLAND
32. A3.03 - SECTION VIEW 2 ELM & PREBLE
33. A3.04 - SECTION VIEW 3 OXFORD & CUMBERLAND
34. A5.00 - MATERIALS BOARD
35. A7.00 - PERSPECTIVE VIEWS
50. L1 - MATERIAL PLAN
51. L2 - PLANTING PLAN
52. L3 - LIGHTING PLAN
53. LA - RENDERING 1 - ELM & OXFORD ST
54. LA - RENDERING 2 - OXFORD & PREBLE ST



City of Portland Traffic Movement Permit

Applicant: West Bayside Partner, LLC, 82 Hanover Street, Suite 5, Portland, ME. 04101

Project Location: Project is bounded by Preble Street to the southwest, Lancaster to the northwest, Cedar Street to the northeast. Cumberland and Oxford Street to the southeast.

Parcel #: Tax Map 33, Lot # G003, g006, H005-7, H0018, M012001, M004001

Project: West Bayside Development

Identification #: PL2403-2023

Permit Category: 200+ PCE's

Traffic Engineer: Jennifer Conley, VHB, 500 Southborough Drive, Suite 105B, South Portland, ME. 04106

Pursuant to the provision of 23 M.R.S.A. § 704-A and Chapter 305 of the MaineDOT's Regulations, the City of Portland through their Delegated Review Authority has considered the application of West Bayside Development with supportive data, city review and other related materials on file.

PROJECT DESCRIPTION

The development consists of 215 multi-family housing units, 201 affordable housing units, 6,000 sf retail, 2,000 sf coffee shop, and 6,000 sf restaurant. The existing 595 space Portland Public Market Garage will provide parking for these uses.

Findings

Based on a review of the files and related information, The City of Portland approves the Traffic Movement Permit Application of West Bayside Development subject to the following conditions:

MITIGATION

If the descriptions contained herein conflict with the plans, these descriptions shall take precedence over the plans. Not all of the mitigation discussed herein may be shown on those or any plan. The following mitigation shall be constructed or implemented to the City of Portland's satisfaction prior to the opening of the facility, unless otherwise approved by the City of Portland.

All proposed traffic signal upgrades shall be designed and specified to be in compliance with the City of Portland and MaineDOT traffic signal specifications.

On-Site Mitigation

All entrances shall meet City of Portland standards.

Off-Site Mitigation

1. The applicant shall perform traffic counts and recommend a phasing and timing plan for implementation at the Marginal Way/Preble Street/Elm Street intersection. The timing plan shall also include a review of clearance times related to crash patterns. This work shall be performed post-occupancy of the 89 Elm Street project.
2. Forest Avenue/Marginal Way/Kennebec Street/State Street – Remove obstructive tree branches for better line of sight and convert the Marginal Way right from a yield condition to a stop. Install lane use signs for each approach on the main arms. Traffic signal clearance times shall be reviewed and revised to allow more vehicles to clear the intersection. Additional signal heads shall be installed and location/number shall be determined during the design development process.
3. Forest Avenue/Cumberland Street – Traffic signal clearance times shall be reviewed and revised. Sun shields shall be installed on signal heads for improved visibility.
4. Forest Avenue/Park Avenue/Portland Street – Right turn arrow pavement markings, defining the bike lane on the Portland Street approach shall be installed, including appropriate green markings as per NACTO best practice. Install a left turn yield on green sign for left turns from Forest Avenue to Portland Street. Review and revise clearance times to allow more vehicles to clear the intersection.
5. Forest Avenue/Marginal Way/Kennebec Street/State Street - Remove obstructive tree branches on Marginal Way for improved sight. Install lane use signs for each lane for the Forest Avenue approaches. Review and revise clearance times to allow more vehicles to clear the intersection.
6. The applicant shall reconstruct the sidewalks, including meeting ADA requirements, on Cedar Street from Lancaster Street to Oxford Street and Oxford Street between Portland Street and Chestnut Street.
7. All crosswalks on Elm Street and Preble Street between Lancaster Street and Cumberland Avenue be re-striped with high visibility paint.
8. The applicant shall conduct an Oxford Street Two-Way Conversion Feasibility analysis between Elm Street and Pearl Street with scope of the analysis to be coordinated and approved by city staff. If the analysis determines the conversion is feasible, the applicant shall be responsible for implementation of all work necessary for completion.

Overall Requirements

A. Provide all necessary auxiliary signs, striping and pavement markings to implement the improvements described herein according to City, MaineDOT and/or National standards.

B. All plantings and signs (existing and/or proposed; permanent and/or temporary) shall be placed and maintained such that they do not block available sight distances and do not violate the State's "Installations and Obstructions" law. No signage, plantings or structures shall be allowed within the "clear zone" if they constitute a deadly fixed object as determined by MaineDOT. All signs shall meet MRSA Title 23, Chapter 21, Section 1914: "On-Premise Signs".

C. If any of the supporting data or representations for which this permit is based changes in any way or is found to be incorrect / inaccurate, the applicant shall request in writing from the City of Portland a decision of what impacts those changes will have on the permit. The applicant will then be required to submit those changes for review and approval and additional mitigation as a result of those changes may be required at the expense of the applicant.

D. The applicant must obtain approval of the design plans and coordinate work through the City of Portland Department of Public Works.

By: 

Jeremiah J. Bartlett, PE, PTOE
City of Portland

Date: October 20, 2023

Design Review
Planning and Urban Development Department



Subject: 61 Cumberland Avenue – Major Site Plan Review
Zone: B3
Date of April 1, 2025
Review: Design Review – First Round Comments
Reviewer(s): Taylor Colbeth (Planner), Zach Powell (Senior Planner), Sean King (Urban Designer)
Project ID: PL-003222-2025

I. INTRODUCTION

The proposed major site plan application at 61 Preble Street is subject to the *Master Development Plan Standards of Review, Land Use Code Section 14.7.5*, and design standards of the *City of Portland Design Manual, Land Use Code Section 14.6.4.I* as applicable to the original Master Development Plan approval on June 13, 2023.

II. MASTER DEVELOPMENT PLAN STANDARDS OF REVIEW: red text denotes standards not met and require resubmission and **bold** text denotes design standards being met.

Master development plan (MDP) design standards, land use ordinance section 14.7.5 is currently under review.

A. Creation of a cohesive identity.

*A master development plan shall be designed to create a cohesive identity through building scale, massing, and articulation; - **Met***

Staff comment: The proposed development includes a new mixed use building with ground level retail and multi-family residential at 61 Preble Street that necessitates an amendment to the approved MDP. The proposed development requires demolition of the existing two-story building to allow for expansion of the building footprint, massing and orientation along Oxford Street to Preble Street. Staff finds that the proposed building creates a cohesive identity through building scale, massing, and articulation that is consistent with the approved MDP by providing prominent form-defining corners, articulated building entrances, symmetrical fenestration pattern and arrangement of exterior façade materials.

*Use of quality exterior material and architectural detailing at pedestrian scale; - **Met***

Staff comment: The proposed exterior materials utilize brick, storefront windows at the ground floor, precast concrete or granite accent banding, fiber cement panels at middle portion of the building and metal cladding to articulate the upper floor and prominent corners as character defining building elements. Staff finds that the arrangement of exterior materials appropriately reduce the overall scale of the building that is consistent with the approved MDP.

*Consistency of design and materials for streetscape and pedestrian amenities; - **Met***

Staff comment: The proposed development includes streetscape and pedestrian amenities within a furnishing zone (street trees in tree wells, lighting, seating within close proximity to building entries, bike racks and brick pavement) that is consistent with the approved MDP. A six-foot concrete sidewalk is proposed within the private property's setback area to require a public access easement.

Framing of outdoor open space and linkages; - **Not Met**

Staff comment: The proposed development includes a furnishing zone with pedestrian amenities and public sidewalk to access existing open spaces within a half-mile radius that is consistent with the approved MDP. In addition, the building design includes a street-level courtyard accessible from the public sidewalk to contribute towards open space that Staff finds appropriate and consistent with the approved MDP.

Staff recommends removal of the linear green area at the rear of the proposed building shown on the MDP amendment. Staff finds this open space is not easily accessible and suggest a more utilitarian function for stormwater drainage with fencing for maintenance access only.

A clear conveyance of the function and significance of various buildings, entrances, and features;
- **Met**

Staff comment: The proposed building design conveys a clear function of building uses through storefront windows and articulated entrances that enhance the pedestrian environment which Staff finds is consistent with the approved MDP.

And to generally comply with design and development standards of the zone in which it is located.

Staff comment: See B-3 design standards below.

III. APPLICABLE DESIGN STANDARDS: red text denotes standards not met and require resubmission and bold text denotes standards being met within resubmission materials.

The proposed major site plan application at 61 Preble Street for a 217-unit residential and ground level retail/commercial spaces is subject for review according to the B-3 and multi-family residential housing design standards from the City of Portland *Design Manual* as applicable to the original Master Development Plan approval on June 13, 2023.

§(b)(1)a.1. Relationship of pedestrian environment:

- *§(b)(1)a.1.i. General: The exterior design of portions of buildings within the first thirty-five (35) feet of height shall enhance the character, attractiveness, comfort, security, and usability of the street level pedestrian environment. Factors to be considered include the design, placement, character and quality of the following: Storefronts and building facades, Building entrances, Blank facades; and Special features. **NOT MET***

Staff comment: The proposed building is enhanced within the first thirty-five feet by expansive storefront windows adjacent to the public sidewalk and curtainwall system as prominent form-defining corners that Staff finds activates the ground floor uses along Oxford Street. In addition, Staff finds the quality and durability of the proposed exterior materials which include brick, concrete or granite banding, dark trim windows and suspended metal canopies at primary entries contribute to the character, attractiveness and usability of the street-level pedestrian environment.

Staff requests the visible transmittance (VT) of .7 or higher along the ground-level for storefront windows and that the Applicant indicate onto the plan set. Staff suggests additional detailing at the recessed masonry that either incorporate additional windows with grid mullion (as shown at Level 2) or additional brick detailing to reduce large expansive blank facades adjacent to the public sidewalk.

- *§(b)(1)d. Sidewalk areas and open space: The design of publicly accessible sidewalk areas and open space shall complement the general pattern of the downtown pedestrian environment, conform to special City of Portland streetscape programs described in the Technical Manual, and enhance the attractiveness, comfort, security, and usability of the pedestrian environment. Factors to be considered include the design, placement, character, durability, and quality of the following:*
 1. *Sidewalk, crosswalk, and street paving materials; Landscaping, planters, irrigation, and tree guards and grates; Lighting; Pedestrian amenities such as benches and other seating, trash receptacles, kiosks, bus shelters, artwork, directional and informational signage, fountains, and other special features; and Sidewalk vendors and sidewalk cafes. MET*

Staff comment: The proposed development proposes a six-foot wide publicly accessible sidewalk area and streetscape amenities (granite curb tree wells, ornamental street lighting, bike racks, and seating within close proximity to entries) with a brick paved furnishing zone that Staff finds appropriate.

- *§(b)(1)e. Relationship to existing development:*
 1. *General: Proposed development shall respect, enhance, and be integrated with the existing character of the general pattern of development in the downtown, surrounding building environment and streetscape, as described and illustrated in the Downtown Urban Design Guidelines (Appendix 1). Factors to be considered include the relationship to the following existing patterns: Street walls and building setbacks; Open space; Building form, scale and massing; Façade proportion and composition; Pedestrian circulation and building entrances; Parking **NOT MET***

Staff comment: The built context of the surrounding area contains a variety of building types, architectural styles, and a mix of uses that vary in height and proximity to the street typically found throughout Portland's Bayside neighborhood.

Staff finds that the proposed development and building design is integrated within the existing character of the general pattern found within the surrounding neighborhood. The proposed development includes a setback from the property line to accommodate a public sidewalk and streetscape amenities in the furnishing zone, proposed open space as

a publicly accessible courtyard at Oxford Street, and building elements such as exterior façade variations, articulated building entries with canopies and prominent form-defining corners with curtainwall building features.

Staff finds that the proposed location of the transformers along Oxford Street does not reinforce the pedestrian environment and requests that the Applicant incorporate a screening element (see Figure A), relocate further from the public sidewalk or in a subsurface vault for Staff review.



Figure A: Precedent image to screen transformer adjacent to public sidewalk. Image courtesy of Google Maps

2. Standards for increasing setback beyond street build-to line: A proposed development may exceed maximum setbacks as required in section 14-220(c) (Table 7-C or Table 7-D from adopted ReCode) only where the applicant demonstrates to the **Planning Board** that the introduction of increased building setback at the street level:

Staff recommendations:

- i. Staff finds that the proposed building to increase setback beyond street build-to line is appropriate to reinforce the street-level pedestrian environment with an accessible public sidewalk, streetscape amenities and the proposed courtyard publicly accessible from Oxford Street.
- ii. Staff finds that the proposed building creates a prominent form-defining corner with curtainwall and articulated building entries to does not substantially detract from the prevailing street wall character.
- iii. Staff finds that the proposed development does not detract from existing publicly accessible open space as there are no immediate publicly accessible open space within close proximity of the property site.

- iv. Staff finds that the proposed courtyard and plaza to increase setback beyond street build-to line is high quality material to promote pedestrian activity along Oxford Street.

- *§(b)(1)d.2.v. Roof top appurtenances: All mechanical equipment, ventilating and air conditioning and other building systems, elevators, stairways, radio or television masts or equipment, or other rooftop elements not intended for human occupancy shall be fully enclosed in a manner consistent with the character, shape and materials of the principal building; Met*

Staff comment: Staff finds that the proposed building design incorporates an expanded parapet wall to appropriately screen all rooftop appurtenances that are also located towards the center of the roof to meet this design standard.

- *§(b)(1)f. Shadow impact on open space: The location, massing and orientation of portions of buildings in excess of sixty-five (65) feet in height shall be such that substantial shadow impacts on public plazas, parks, and other publicly accessible open space are avoided; Met*

Staff comment: The proposed building is in excess of sixty-five feet in height to warrant a review of shadow impacts on existing publicly accessible open space, however none exists within immediate proximity to the property site. The proposed development includes a street-level courtyard on private property that will be impacted by shadow throughout the majority of daylight hours, however Staff finds that the proposed plaza is open to the street to allow for filtered light and air.

- *§(b)(1)g. Wind impacts: The location, massing, orientation and architectural design of a new building or a building addition shall be such that no significant adverse wind impacts are created; Met*

Staff comment: The proposed building is designed to incorporate façade variation through recessed building elements that Staff finds to appropriately delineate the proposed building's base, middle and top. In addition, Staff finds that the recessed building massing at the proposed courtyard to reduce adverse wind impacts.

- *§(b)(1)h. Setbacks for existing structures: The location and design of proposed structures shall not create a detrimental impact on the structural integrity or the safety of adjacent structures or the occupants thereof; Met*

Staff comment: Staff finds that the proposed structure is located along public streets and separated at the rear setback to not create a detrimental impact on the structural integrity of the existing parking garage.

MULTIPLE-FAMILY STANDARDS. Multiple-family shall meet the following standards:

1. *The exterior design of the proposed structure, shall be designed to complement and enhance the nearest residential neighborhood. Met*

Staff comment: The property is located in the B-3 Downtown Business zone within close proximity to adjacent mixed-use, commercial and residential structures with a variety of

building typologies, character-defining features and materiality. Staff finds that the proposed exterior design complements the nearest residential neighborhood through the selection of durable façade materials (brick, fiber cement, metal and storefront windows) and articulated building entries with canopies to enhance the pedestrian environment along street-facing facades.

2. *The proposed development shall respect the existing relationship of buildings to public streets.* **Met**

Staff comment: The proposed development locates the building within close proximity to Preble, Oxford and Elm Street along with an increase setback to create a public sidewalk that Staff finds appropriate with respects to the existing relationship of surrounding buildings to public streets.

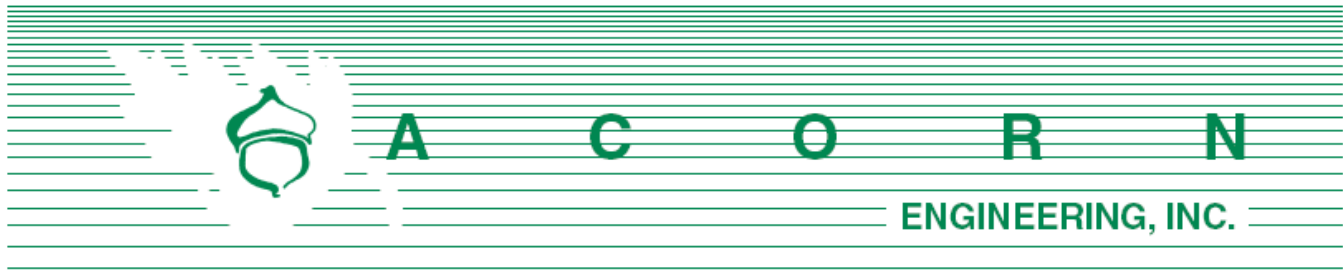
The exception to the street build-to line in the proposed development is to accommodate a street-level courtyard along Oxford Street. Staff finds the proposed courtyard does not significantly distract from the street build-to line as the prominent form-defining corners appropriately define the street wall along Oxford Street. Furthermore, the alignment of streetscape amenities, particularly street trees, contribute to define the street wall at the proposed courtyard.

3. *Open space on the site for all multiple-family development shall be integrated into the development site.* **Met**

Staff comment: The proposed development integrates open space at Level 2 with a shared patio and at Level 1 with a shared courtyard that includes landscaped edges, paved patio and trees adjacent to a primary residential entry along Oxford Street that Staff finds appropriate to meet this design standard.

4. *The design of proposed dwellings shall provide ample windows to enhance opportunities for sunlight and air in each dwelling in principle living areas and shall also provide sufficient storage areas.* **Not Met**

Staff comment: The proposed building includes ample windows for each dwelling unit. **Staff requests that the Applicant indicate on the architectural floor plans where sufficient storage areas for each dwelling unit is provided.**



Planning and Urban Development Department
 Zach Powell, Senior Planner
 City of Portland, Maine
 389 Congress Street, 4th Floor
 Portland, ME 04101

February 6, 2025

Subject: Major Site Plan Application
 61 Preble Street Redevelopment

Zach:

On behalf of 60 Elm Street LLC, we are pleased to submit the accompanying package of submission materials related to the proposed redevelopment of 61 Preble Street (previously known as 60 Elm Street). The project proposes merging parcels 033 M001001 and 033 M012001 into one to facilitate the redevelopment. The site is within the B3 Downtown Business Zone and is also located in the Bayside Height Overlay Zone. Subject to the previous Zoning Code and Technical Manual, this project represents Phase 1B of the previously approved West Bayside Master Development Plan (MDP) approved in June of 2023. As discussed with Planning Staff, in tandem with this Site Plan application, a Major Amendment to the MDP is also being applied for to document and permit changes in the overall phasing and unit allocation within the MDP. Overall, the guiding principles and overall unit count under the MDP will not change. Please refer to that specific cover letter and amendment application for more information.

The Phase 1B project proposes to redevelop the existing 2-story commercial building and surface parking lot into a 10-story building featuring a ground-level retail/commercial space with 217 residential units above. The building footprint has been designed to feature a courtyard with space for outdoor commercial use as well as residential amenities. The project will reconstruct a significant amount of public sidewalk while granting public access easements to accommodate a generous furnishing zone with street trees, while also proposing to construct a curb extension on Preble Street to improve pedestrian safety at the Preble/Oxford intersection. Lastly, the project will result in drastic improvements to the quality and runoff rates of stormwater.

60 Elm Street LLC, and the design team look forward to your review of this project. If you have any questions regarding these materials or the completeness of the application materials, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script, reading 'Sam Lebel'.

Sam Lebel, P.E.
 Project Manager
 Acorn Engineering, Inc.

Table of Contents:

- A. Cover letter
- B. Major Site Plan Checklist
- C. Right, Title, & Interest
- D. Zoning Assessment
- E. Easements
- F. Waivers
- G. Financial Capacity
- H. Technical Capacity
- I. Conformity with Land Use
- J. Stormwater Management Report
- K. Erosion & Sedimentation Control Report
- L. Public Safety and Fire Department Letter
- M. Wastewater Capacity
- N. Lighting
- O. Architectural Design Narrative
- P. Utility Cover
- Q. Construction Management Plan
- R. Solid Waste Disposal
- S. Trip Analysis & Transportation Overview



CITY OF PORTLAND
Planning & Urban Development Department

MAJOR SITE PLAN GENERAL DOCUMENT AND DRAWINGS CHECKLIST Please submit each document as a separate PDF file. Please confirm by electronically checking the boxes in the left-hand column. ** PLEASE FILL OUT AND UPLOAD THE ZONING ASSESSMENT TABLE AND WAIVER TABLE SEPARATELY AS NOTED BELOW ** At the time of application submission, please contact the Department of Public Works regarding E-911 addressing for your project.		
GENERAL APPLICATION DOCUMENTS		
☒	NA	Project Description Cover letter with detailed project description
☒	NA	Completed Checklist (this document)
☒	NA	Evidence of Right, Title, and Interest Deeds, leases, or purchase and sales agreements
Yes	☒	Evidence of State or Federal Approvals Permits or letters of non-jurisdiction, if applicable
☒	NA	Zoning Assessment (see Zoning Assessment Table) Summary of compliance with use and dimensional standards of the land use code
☒	NA	Site Plan Standards Assessment (see Section 14.6 of the land use code) Summary of project compliance with site plan standards of the land use code
☒	NA	Summary of Existing and/or Proposed Easements or Covenants, applicable. Evidence of existing easements and any proposed easements, covenants, public or private rights-of-way
☒	NA	Waiver Requests (see Waiver Table) Written request for waiver describing request and compliance with applicable waiver standards
☒	NA	Financial Capability Letter or evidence from a financial institution or third party verifying financial capacity to undertake project
☒	NA	Technical Capability Evidence of technical capability of applicant and consultants – resumes and/or examples of past projects

MAJOR SITE PLAN STANDARDS AND SUBMISSION CHECKLIST

**Provide assessment of compliance with standards and include supplemental documentation, as applicable.
Please submit each document as a separate PDF file.**

TRANSPORTATION

Yes	NA	Impact on Surrounding Street Systems (14-14.6.1(A)) Describe incremental volume of traffic impacts and mitigation measures. If needed
Yes	NA	Access and Circulation (14-14.6.1(B)) Identify and describe the following: - Site access and internal circulation, including ADA access - Drive-up features, if applicable - Loading and servicing needs, routes, and geometry, providing turning templates for delivery vehicles, if applicable - Sidewalks and condition along street frontages and internal walkways - Engineered details for ADA ramps and public sidewalks, meeting sidewalk material policy and construction requirements (Technical Manual, Section 1)
Yes	NA	Public Transit (14-14.6.1(C)), if applicable Identify and describe the following: Existing available transit service and proposed transit improvements, including design details, such as easement, pad base, and shelter
Yes	NA	Off-Street Parking (14-14.6.1(D)), if applicable Identify and describe the following: - Proposed vehicular and bicycle parking supply (including ADA-compliant parking) in relation to applicable parking requirements in Article 19 of the land use code - Curb cut separation and parking layout (Technical Manual, Section 1) - Construction details for bicycle racks - Management plan for snow storage and removal
Yes	NA	Transportation Demand Management (TDM) (14-14.6.1(E)), if applicable Provide TDM plan drafted in accordance with Technical Manual Section 1 requirements

ENVIRONMENTAL		
Yes	NA	Preservation of Significant Natural Features (14-14.6.2(A)), if applicable Identify and describe the following: • High and moderate value waterfowl and wading habitat • Aquifers (for Casco Bay Islands) • Waterbodies (including wetlands, watercourses, significant vernal pools and floodplains) • Proposed preservation areas and protection measures • Documentation from environmental compliance consultants and determinations from applicable state and federal agencies
Yes	NA	Landscape Preservation (14-14.6.2(B)) Identify and describe the following: • Measures to preserve trees, including within required zoning setbacks (Technical Manual, Section 4) • Measures to protect existing vegetation during construction
Yes	NA	Site Landscaping and Buffers (14-14.6.2(C)) Identify and describe the following: • Overall landscaping approach and consistency with standards • The use of screening and buffering of service areas and between non-residential and residential uses • Existing Heritage or Feature Trees on site and measures to preserve • Compliance with street tree requirements
Yes	NA	Water Quality, Stormwater Management, and Erosion Control (14-14.6.2(D)) Identify and describe the following: • Erosion and sedimentation control plan and measures • Evidence of compliance with Urban Impaired Stream Standards pursuant to DEP Chapter 500 stormwater law, as applicable • Subsurface sanitary sewage disposal and groundwater protection measures

PUBLIC INFRASTRUCTURE AND COMMUNITY SAFETY		
Yes	NA	Consistency with City Master Plans (14-14.6.3(A)) Describe proposed easements, rights and improvements to connect or continue off-premises public infrastructure, as applicable
Yes	NA	Public Safety and Fire Prevention (14-14.6.3(B)) Identify and describe the following: - Compliance with Crime Prevention through Environmental Design (CPTED) requirements (Technical Manual, Section 3) - Emergency vehicle access - Consistency with public safety standards (Technical Manual, Section 3)
Yes	NA	Availability and Adequacy of Public Utilities (14-14.6.3(C)) (Technical Manual, Sections 2 & 9) Identify and describe the following: - Electrical services, including providing underground services - Existing and proposed connections for public utilities and required public utility upgrades - Sewer line connections
SITE DESIGN		
Yes	NA	Massing, Ventilations and Wind Impact (14-14.6.4(A)) Identify and describe the following: - Wind and ventilation impacts on adjoining structures and/or adjacent public spaces, including wind study, if applicable - Bulk, location, or height impacts on adjoining structures
Yes	NA	Shadows (14-14.6.4(B)), if applicable Provide shadow analysis of impacts on publicly accessible open space (Technical Manual, Section 11)
Yes	NA	Snow and Ice Loading (14-14.6.4(C)) Describe building design measures to prevent snow and ice from loading or falling onto adjacent properties or public ways
Yes	NA	View Corridors (14-14.6.4(D)), if applicable Describe any protection of designated view corridors (Portland Design Manual, Appendix. 1)
Yes	NA	Historic Resources (14-14.6.4(E)), if applicable Identify and describe the following: - The site's status as a designated landmark, within a historic district or historic landscape district, or within 100 feet of any designated landmark, historic district, or historic landscape district - Compliance with standards for preservation and documentation of archaeological resources

Yes	NA	Exterior Lighting (14-14.6.4(F)) Describe how the proposed site lighting will adhere to photometrics requirements as it relates to light trespass and full cutoff fixture design, pursuant to Technical Manual Section 12
Yes	NA	Noise and Vibration (14-14.6.4(G)) Provide data on noise levels for HVAC and other mechanical equipment, such as design specifications, to demonstrate consistency with state and federal noise emissions requirements as well as City code
Yes	NA	Signage and Wayfinding (14-14.6.4(H)), if applicable - Provide signage plan showing the location, dimensions, height and setback of all existing and proposed signs - Provide drawings of all commercial and directional signage on site
Yes	NA	Zone-Related Design Standards (14-14.6.4(I)) Address any applicable design review standards by zone, including compliance with Design Manual

MAJOR SITE PLAN DRAWINGS CHECKLIST

Please upload the following **DRAWINGS** with the listed details into e-Plan as separate pdfs.

All drawings must be submitted in a 24 x 36 sheet size.

BOUNDARY SURVEY (stamped by a Maine Licensed Surveyor and drawn as per Technical Manual Sec. 13)

SITE PLAN(s) (stamped by a Maine Licensed Professional Engineer) including:

All sheets – Include a title block with project title and the following information:

- Project street address
- Name and address of property owner & applicant
- Licensed design professional, incl firm that produced plans
- North arrow
- Date of preparation and revision history block
- Tax parcel (chart, block, and lot) number

Existing Conditions Plan with the following:

- Existing structures, with distance from primary building façade(s) to the property line
- Approximate location of structures on abutting properties
- All streets and intersections adjacent to the site
- Existing driveways, pedestrian ways, and bicycle infrastructure, including dimensions and materials
- Existing public transit infrastructure
- Existing vehicle & bicycle parking areas
- Existing utilities on site and within adjacent rights-of-way
- Existing grades (two-foot contours preferred)
- Location of water courses, wetlands, and vegetation, or other significant natural features
- Existing soil conditions and location of test pits and borings
- Zoning boundary lines, including overlays
- Location of all existing easements and rights-of-way

Proposed Site Plan with the following:

- Proposed structures, including distance from primary building façade(s) to property lines
- Ground floor area, and finished floor elevations for all buildings
- Any proposed geometric modifications to streets and intersections adjacent to site
- Location, dimensions and materials of all proposed driveways, vehicle, bicycle, & pedestrian access ways with corresponding curb lines
- Engineered specifications/ cross-sections for proposed driveways, sidewalks & paved areas
- Location and dimensions of proposed loading areas, including turning templates
- Proposed transit infrastructure with dimensions/ engineering specifications
- Location of vehicle and bicycle parking with dimensions and engineering specifications
- Location of all snow storage areas
- Exterior lighting (please see Technical Manual Sec. 12 for photometrics requirements)

• Location of fire hydrants • Location of solid waste management receptacles • Location of all proposed HVAC and mechanical equipment, including proposed screening, where applicable • Location of proposed easements and rights-of-way, including dimensions • Please utilize color-coding and/or hatches and shading to delineate changes between the pre and post development condition as needed
UTILITY PLAN including:
• Proposed electrical infrastructure • Location, sizing and directional flows of all proposed sewer and stormwater infrastructure • Location and dimensions of off-premises public or publicly accessible infrastructure adjacent to site • Electric utility infrastructure
GRADING AND DRAINAGE PLAN including:
• Proposed grades • Proposed stormwater management measures meeting Technical Manual (Section 5) standards • Any proposed alteration of a watercourse or wetlands • Any groundwater protection measures • Proposed buffers and preservation measures for wetlands or significant natural features
LANDSCAPE PLAN including:
• Existing vegetation to be preserved and preservation measures • Proposed landscaping, screening, and street trees, including caliper widths for trees • Planting schedule, including street trees
ARCHITECTURAL PLANS AND RENDERINGS including:
• Exterior building elevations, color renderings, illustrations of all sides • Axonometric and street-level views for structures greater than three stories in height • Provide context drawings, if applicable (Design Manual, page 1) • Floor plans
CONSTRUCTION MANAGEMENT PLAN including:
• Specifics on traffic control, sidewalk sheds, and pedestrian rerouting • Include a drawing and written narrative
OTHER
• Details and cross-sections, as necessary

C. Right, Title & Interest

See attached quitclaim deeds for the project property encompassed by the following parcels:

- **61 Preble Street:** 033 M001001
- **60 Elm Street:** 033 M012001

As part of this redevelopment project, both parcels will be merged to facilitate the proposed building to reside at 61 Preble Street (033 M001001).



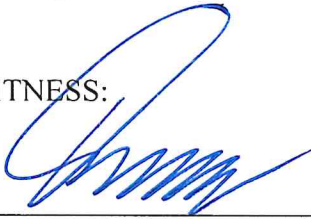
DLN: _____
QUITCLAIM DEED WITH COVENANT
Maine Statutory Short Form

MAINE REAL ESTATE TAX PAID

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE I, LLC**, a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **WBP COMMERCIAL LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

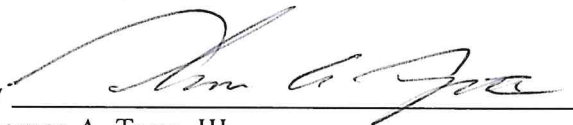
IN WITNESS WHEREOF, the said Bayside I, LLC has caused this instrument to be executed by Thomas A Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:



BAYSIDE I, LLC

By



Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Bayside I, LLC.



Attorney at Law/Notary Public

Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

EXHIBIT A
(Legal Description, 190 Lancaster Street East)

A CERTAIN PARCEL OF LAND WITH THE BUILDINGS THEREON SITUATED ON THE SOUTHWESTERLY SIDE OF ELM STREET, THE NORTHWESTERLY SIDE OF OXFORD STREET AND THE NORTHEASTERLY SIDE PREBLE STREET IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE AS SHOWN PLAN TITLED "LAND DIVISION PLAN BAYSIDE I, LLC" MADE FOR RECORD OWNER BAYSIDE I, LLC BY OWEN HASKELL, INC. DATED SEPTEMBER 14, 2022, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY SIDELINE OF PREBLE STREET AND THE NORTHWESTERLY SIDELINE OF OXFORD STREET;

THENCE, N 42°34'18" W ALONG THE SIDELINE OF SAID PREBLE STREET 182.30 FEET;

THENCE THE FOLLOWING COURSES AND DISTANCES THROUGH THE LAND OF THE GRANTOR:

N 47° 31' 17" E A DISTANCE OF 109.53 FEET;

N 44° 45' 38" W A DISTANCE OF 7.27 FEET;

N 47° 34' 12" E A DISTANCE OF 93.02 FEET TO THE SOUTHWESTERLY SIDELINE OF ELM STREET;

THENCE, S 43° 45' 13" E ALONG THE SIDELINE OF SAID ELM STREET 193.26 FEET TO THE NORTHWESTERLY SIDELINE OF SAID OXFORD STREET;

THENCE, S 48° 33' 13" W ALONG THE SIDELINE OF OXFORD STREET 206.30 FEET TO THE POINT OF BEGINNING. CONTAINING 38,301 S.F. OR 0.88 ACRES, MORE OR LESS.

BEARINGS ARE REFERENCED TO CITY GRID.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING A PORTION OF THE LAND DESCRIBED AS PARCEL 2 IN DEED FROM OCTOBER CORPORATION TO BAYSIDE I, LLC DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 91.

EXHIBIT A
(Legal Description 62 Elm Street)

A CERTAIN LOT OR PARCEL OF LAND, WITH THE BUILDINGS THEREON,
SITUATED ON THE EASTERLY SIDE OF PREBLE STREET AND SOUTHERLY SIDE OF
OXFORD STREET IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, AND
STATE OF MAINE, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY SIDE OF PREBLE STREET
AND SOUTHERLY SIDE OF OXFORD STREET, THENCE N 48° 33' 13" E ALONG THE
SOUTHERLY SIDE OF OXFORD STREET A DISTANCE OF 114.66 FEET;

THENCE, S 43° 08' 59" E BY THE NORTHERLY FACE OF THE EXISTING BRICK
BUILDING A DISTANCE OF 124.83 FEET TO LAND NOW OR FORMERLY OF
NORTHERN INVESTORS LLC AS DESCRIBED IN DEED BOOK 32422, PAGE 197;

THENCE, S 47° 21' 26" W ALONG LAND OF SAID NORTHERN INVESTORS LLC AND
BY THE FACE OF THE SAID BRICK BUILDING A DISTANCE OF 115.91 FEET TO THE
EASTERLY SIDELINE OF SAID PREBLE STREET;

THENCE, N 42° 34' 00" W ALONG THE SIDELINE OF PREBLE STREET A DISTANCE OF
127.22 FEET TO THE POINT OF BEGINNING, CONTAINING 14,526 S.F. OR 0.33 ACRES,
MORE OR LESS.

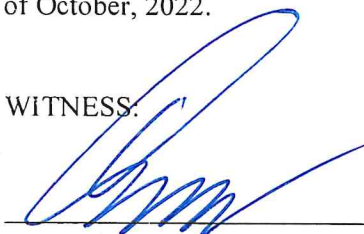
MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING A PORTION OF
THE LAND DESCRIBED AS PARCEL 1 IN DEED FROM OCTOBER CORPORATION TO
BAYSIDE I, LLC DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND
COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 91.

DLN: _____
QUITCLAIM DEED WITH COVENANT
Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE I, LLC**, a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **60 ELM STREET LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

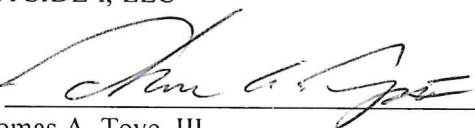
IN WITNESS WHEREOF, the said Bayside I, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:



BAYSIDE I, LLC

By


Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Bayside I, LLC.



Attorney at Law/Notary Public

Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

MAINE REAL ESTATE TAX PAID

EXHIBIT A
(Legal Description, 60 Elm Street)

A CERTAIN LOT OR PARCEL OF LAND SITUATED ON THE WESTERLY SIDE OF ELM STREET AND SOUTHERLY SIDE OF OXFORD STREET IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, AND STATE OF MAINE, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY SIDE OF ELM STREET AND SOUTHERLY SIDE OF OXFORD STREET, THENCE, S 43° 40' 43" E ALONG THE WESTERLY SIDELINE OF ELM STREET A DISTANCE OF 122.92 FEET TO LAND NOW OR FORMERLY OF NORTHEAST INVESTORS, LLC (aka NORTHEAST INVESTORS (MAINE), LLC) AS DESCRIBED IN DEED BOOK 32422, PAGE 197;

THENCE, S 47° 21' 26" W ALONG LAND OF SAID NORTHEAST INVESTORS, LLC A DISTANCE OF 93.70 FEET;

THENCE, N 43° 08' 59" W BY THE NORTHERLY FACE OF THE EXISTING BRICK BUILDING A DISTANCE OF 124.83 FEET TO THE SOUTHERLY SIDELINE OF SAID OXFORD STREET;

THENCE N 48° 33' 13" E ALONG THE SIDELINE OF OXFORD STREET A DISTANCE OF 92.61 FEET TO THE POINT OF BEGINNING, CONTAINING 11,535 S.F. OR 0.26 ACRES, MORE OR LESS.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING A PORTION OF THE LAND DESCRIBED AS PARCEL 1 IN DEED FROM OCTOBER CORPORATION TO BAYSIDE I, LLC DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 91.

Received
Recorded Register of Deeds
Oct 13, 2022 02:25:54P
Cumberland County
Jessica M. Spaulding

Portland, Maine



Yes. Life's good here.

Planning & Urban Development Department

ZONING ANALYSIS Relevant Zone(s) B3

All Projects:

	Required	Proposed
Lot Size	N/A	26,062 SF
Area Per Dwelling Unit	N/A	120 SF
Minimum Street Frontage	15 FT	457 FT
Front Yard Minimum	N/A	3.17 FT
Front Yard Maximum	5 FT	7.11 FT
Rear Yard	None	5.08 FT
Yard Right	None	0.20 FT
Yard Left	None	5.44 FT
Side Street Setback	None	N/A
Step Back	None	N/A
Maximum Lot Coverage	None*	N/A
Minimum Lot Coverage	N/A	N/A
Maximum Height	105**	104.9'
Open Space	N/A	N/A
Maximum Impervious Area	N/A	N/A
Pavement Setback	N/A	N/A
Floor Area Ratio	None	N/A
Off Street Parking Spaces	None***	0
Loading Bays	N/A	
Other 1		
Other 2		
Other 3		

*Max 25% of lot area for portions of structures exceeding 125 feet in height

**See Bayside Height Overlay Map

***Parking provided at adjacent Public Market garage, under common ownership

****Max length of undifferentiated blank wall along publicly accessible way

Note: Dimensional Standards, Height Map, and Zoning Analysis is based off of the Land Use Code in effect on June 13, 2023 when the Master Development Plan was approved by the Planning Board

E. Summary of Written Easements

Existing Easements:

Existing easement information as provided on the plan titled “Topographic Survey” prepared and identified by Owen Haskell, Inc. last revised 3/29/23.

- CMP Easement within the property Book/Page 6921/105.

It’s anticipated that this easement will be extinguished as part of this project.

Proposed Easements/Licenses:

- Public Access Easement granted by Applicant for pedestrian sidewalk access along the property’s frontage on Preble, Oxford, and Elm Streets.
- Access easement granted to CMP for transformers and primary service access/maintenance.
- Foundation License requested from the City of Portland in limited areas for footing encroachment in the ROW.
- Aerial License requested from the City of Portland in limited areas for canopy encroachment in the ROW.



Standard to be Waived: Cite Ordinance or Technical Manual Standard	Cite Standard Language: Cite specific language of applicable Ordinance or Technical Manual Standard	Waiver Being Sought: Describe waiver being sought. Ex. – We are requesting a two-way parking lot drive aisle width of 20' feet.	Justification for Waiver: Address specific waiver criteria, if applicable, and document reasons for the waiver request.
.... No waivers are being requested at this time.			
....			

G. Financial Capacity

Please find attached the status of good standing from the Secretary of State and letter from the Applicant's bank.





MAINE

Department of the Secretary of State
Bureau of Corporations, Elections and Commissions

Corporate Name Search

Information Summary

[Subscriber activity report](#)

This record contains information from the CEC database and is accurate as of: Wed Jan 22 2025 10:00:25. Please print or save for your records.

Legal Name	Charter Number	Filing Type	Status
60 ELM STREET LLC	20237395DC	LIMITED LIABILITY COMPANY	GOOD STANDING

Filing Date	Expiration Date	Jurisdiction
09/14/2022	N/A	MAINE

Other Names (A=Assumed ; F=Former)
NONE

Principal Home Office Address

Physical

82 HANOVER STREET, SUITE 5
PORTLAND, ME 04101

Mailing

188 STATE STREET, 3RD FLOOR
PORTLAND, ME 04102

Clerk/Registered Agent

Physical

HAWLEY R. STRAIT
C/O BERNSTEIN SHUR, 100 MIDDLE STREET
PORTLAND, ME 04101

Mailing

HAWLEY R. STRAIT
C/O BERNSTEIN SHUR, PO BOX 9729
PORTLAND, ME 04104-5029

New Search

Click on a link to obtain additional information.

List of Filings

[View list of filings](#)

Obtain additional information:

Certificate of Existence (Good Standing) ([more info](#))

[Short Form without amendments \(\\$30.00\)](#) [Long Form with amendments \(\\$30.00\)](#)

Certificate of Legal Existence ([more info](#))

[Short Form without amendments \(\\$30.00\)](#) [Long Form with amendments \(\\$30.00\)](#)

You will need Adobe Acrobat version 3.0 or higher in order to view PDF files.
If you encounter problems, visit the [troubleshooting page](#).



If you encounter technical difficulties while using these services, please contact the [Webmaster](#). If you are unable to find the information you need through the resources provided on this web site, please contact the Division of Corporations, UCC & Commissions Reporting and Information Section at 207-624-7752 or [e-mail](#).

© Department of the Secretary of State



February 4, 2025

City of Portland
Planning Department
389 Congress St, 4th Floor
Portland, ME 04101

RE: Reveler Development / Development at 60 Elm St (61 Preble St), Portland, ME

To Whom it May Concern,

On behalf of Bar Harbor Bank & Trust, I am pleased to provide this letter in support of Reveler Development on their plans to develop the property at 60 Elm Street (61 Preble St) in Portland, Maine. Based on our review of the financial aspect of the project, I believe that the Reveler Development team has the financial capacity and technical experience to successfully complete this project.

I have known and worked with the principals of Reveler Development for several years and have been involved with the financing of prior projects. Bar Harbor Bank & Trust currently has a lending relationship with Reveler Development and I am interested in providing financing for the subject project. While this letter of support is not a commitment to lend, the Bank would welcome the opportunity to look at providing financing to the Reveler Development team on the subject project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joe Delano", is written over a horizontal line.

Joe Delano
Senior Vice President

H. Technical Capacity

Port Property is the largest apartment manager in the city and Reveler has completed several development projects within Downtown, East End, Longfellow, Oakdale, West Bayside/Parkside, and West End. The apartment homes in Port Property's portfolio consist of modern infill mixed use buildings and historic buildings. The modern infill mixed use buildings have re-activated underserved areas of the city with vibrancy. These historic buildings have been renovated with modern amenities but retain much of their unique historic charm. Portland gives residents plenty to see and do with its walkable downtown, chic restaurants, boutique shopping, and waterfront activities. Convenient living in Maine's largest city has resulted in Port Property apartments to be a perfect living location. Some examples include:

- 341 Cumberland Ave – The Earl
- 638 Congress St – The Lafayette
- 117 Preble St – Schlotterbeck & Foss
- 82 Hanover St– Hanover Works
- 132 Marginal Way – The Linden
- 52 Hanover St – The Armature

Acorn Engineering, Inc. has successfully permitted and provided civil/site engineering for dozens of Major Site Plan projects in Portland, many of which have been constructed. Some examples include:

- Munjoy Heights
- 70 Anderson St.
- 89 Anderson St. – East Bayside Lofts
- 667 Congress St – The Hiawatha
- 82 Hanover St – Hanover Works
- 132 Marginal Way – The Linden
- 52 Hanover St – The Armature

Dry Landscape Architecture, LLC. (Dry LA), is an innovative design firm that focuses on creating exceptional spaces through a unique approach to landscape architecture. Specializing in public spaces, placemaking, storytelling, urban planning, and ecological function through design. Their expertise lies in transforming ideas into thriving environments that engage and inspire. The team recognizes and utilizes the power of open spaces to shape human experiences and interactions. By incorporating elements of storytelling, they infuse meaning and narrative into the design, creating a sense of place that resonates with the community. Dry LA, has experience in Maine, New Hampshire, and Massachusetts. Some examples include:

- Lockwood Hotel, Colby College, Waterville, ME
- Paul Revere Mall, Boston, MA
- Phillips Exeter Academy; South Campus, Exeter, NH
- Emerald Necklace Tree Inventory, Boston, MA
- Emmanuel College, Boston, MA
- Powers Farm, Randolph, MA



Market Square Architects is a national full-service architecture and interiors design firm specializing in multi-family housing, senior living, industrial, education, healthcare, custom residential, and retail. MSA has designed more than 5,000 units of completed multifamily housing over the last 5 years, with many more currently in development. With a home office located in Portsmouth, New Hampshire, and regional locations in Austin, Texas and Nashville, Tennessee, the firm manages projects across the country. It was established in 2016 by Adam Wagner, AIA and Robert Harbeson, AIA based on a commitment to client-focused design. This approach has helped the firm build a loyal client base and fueled significant growth earning it Inc. 5000 awards in 2021, 2022, 2023 and 2024.

Select Relevant Completed Projects:

- **The Eddy** – Biddeford, ME - A four-story, 250-unit multifamily development currently in construction (completion scheduled for Spring 2025).
- **75 Canal** – Manchester, NH - 332,000 sf ground-up construction. Class A 250-unit multifamily development on an urban site.
- **The Residences at Cross Point** – Lowell, MA - A 6-story building providing 240 luxury apartments on an urban site.
- **Residences at Chestnut** – Manchester, NH - Three-building, 187-unit multifamily property currently in construction.
- **Taylor Pointe** – Nashua, NH - Three five-story multifamily buildings totaling 232,000 square feet of market rate residential, retail, and community space over podium parking.
- **The Howard** – Rochester, NH - 55,000 sf ground up construction on an urban site with 45 units.
- **Building 1300, Via Toscana** – Salem, NH – Located in the Tuscan Village mixed-use development, this 480,000 sf, six-story mixed-use building includes five stories of luxury, class-A apartments over retail and parking podium.



I. Conformity with Land Use Ordinance

OVERVIEW

The proposed 217-unit residential building with ground level retail has been designed to conform to City standards. This project conforms with the applicable standards of Portland's Land Use Ordinance Section 14.6.1-4 as demonstrated in the following narrative. Since this project represents Phase 1B of the previously approved West Bayside Master Development Plan (MDP), it should be noted that this project is subject to the existing Zoning Ordinance, Height Maps, and Technical Manual in effect on June 13, 2023 when the MDP was approved by the Planning Board.

14.6.1 Transportation Standards

A. Impact on Surrounding Street Systems:

- a. The project is not anticipated to create any significant hazard to safety on the surrounding street network. The site is bordered by Preble Street, Oxford Street, and Elm Street. A Traffic Movement Permit Application was previously approved. The trip generation has been updated as part of this Major Site Plan application, demonstrating a net reduction in trips to the removal of the existing land uses at 60-62 Elm Street.
- b. According to the City of Portland Federal Street Classification map, the site is located along Preble and Elm Streets which are minor arterial and Oxford Street, a local road. The development does not intend to substantially increase congestion on the surrounding streets.

B. Access and Circulation:

1) In general

- a. The development will provide safe access and internal circulation for both pedestrians, vehicles and emergency vehicles as seen on the Site Plan and in accordance with the Technical Manual.
- b. Continuous internal walkways are proposed and will connect to the existing sidewalks along Elm and Preble Street and Oxford Street. Please refer to the site plan for locations of the publicly accessible sidewalk network.
- c. There are no proposed curb cuts.
- d. The development does not anticipate stacking capacity issues with the proposed development.
- e. There is no proposed driveway or parking on site.



2) Loading and Servicing:

The building will be encompassed by Preble, Elm, and Oxford Streets. On-street parking is proposed to remain along Preble and Oxford Street as shown on the Site Plan. One, “30-Minute” commercial vehicle loading zone is proposed along Preble Street. It is anticipated that service and loading vehicles will utilize the “30 – minute commercial” on street parking bordering the development when needed for commercial deliveries, trash pickup, and move-in/move-outs.

3) Curbs and Sidewalks:

- a. The development proposes curbing and sidewalks on all frontages along Preble, Elm, and Oxford Street. In addition, sidewalk, curbing, and ADA accessible ramp repairs are currently proposed on the opposite side of Oxford Street, to facilitate construction of the underground electric utility infrastructure. All curbing and sidewalks are to be installed in accordance with the City’s Technical Manual and the approved surface approved as part of the West Bayside Master Development Plan.
- b. There are existing sidewalks along all abutting Streets. Any curbing or sidewalk disturbed during construction is to be repaired and rebuilt as necessary in conformance with City standards.
- c. Not applicable
- d. Not applicable

C. Public Transit Access:

- 1) The proposed development is situated along Elm and Preble Streets, which are currently public transit routes. In addition, there are existing transit shelters within a quarter of a mile radius including the METRO parking garage/Pulse Station which is less than 500’ from the Site. Therefore, providing a transit shelter for the proposed development is not necessary.
- 2) Not applicable.
- 3) Not applicable.

D. Parking:

1) Vehicular Parking

- a. The parking requirements for the project will be determined by the planning board. The adjacent Public Market garage has ample capacity and is owned



under common ownership.

- b. A parking study is not anticipated to be needed due to the adjacent parking garage and proximity to public transit.
 - c. Not applicable
 - d. Not applicable
- 2) Location and Required Number of Bicycle Parking Spaces:
- a. A minimum of 88 bicycle spaces are required for the proposed 217 dwelling units. A room for bike and equipment storage is included inside the building providing room to store approximately 88 bicycles. Additional bike racks are proposed along the Oxford Street frontage. Please refer to the Site Plan, Landscape plan, and Architectural Ground Floor Plan for more information.
 - b. Not applicable
- 3) Snow Storage:
- a. The Owner will be responsible for managing snow at their discretion and in accordance with City code.
 - b. Snow storage areas will not encroach on parking, walkways, or stormwater management systems.
- 4) Electric Vehicle (EV) charging
- a. Not applicable; there is no proposed parking on site.

E. Transportation Demand Management (TDM):

- 1) A Transportation Demand Management (TDM) has not been prepared for this application due to the adjacent capacity in the abutting Public Market parking garage that's owned by the Developer.
- 2) Not applicable

14.6.2 Environmental Quality Standards

A. Preservation of Significant Natural Features:

- 1. The site does not consist of any significant natural features. There are no known endangered species or plants existing on the site.
- 2. Not applicable



3. Not applicable

B. Landscape Preservation:

- 1) There is one 8" DBH street tree along the property line that is proposed to be removed as part of the project.
- 2) Protection of the existing tree is not feasible in relation to the proposed building. Please refer to the site landscaping plan for more information on the proposed landscaping improvements and street tree network and species selection.
- 3) The development is not subject to zoning setbacks therefore is not required to meet the minimum tree preservation standard as outlined in Chapter 14, land use code.
- 4) A waiver is not requested.
- 5) Not applicable.

C. Site Landscaping and Buffers

- 1) The development is not subject to minimum zoning setbacks within the B3 zone and there are no existing trees on site.
- 2) Buffers
 - a. The solid waste locations will be located within the building and accessed along Preble Street.
 - b. Not applicable
 - c. Given the mixed use nature and lack of setbacks, there are no vegetative buffers proposed.
- 3) Parking Landscaping
 - a. Not applicable
 - b. Not applicable.
 - c. Not applicable.



4) Street Trees

- a. Street trees are proposed along all property frontages, and will be provided in accordance with the approved master development plan. This project (Phase 1B of MDP) proposes to incorporate 12 new street trees as part of the sidewalk reconstruction. Spacing ranges around 25'-30' feet along frontages, with some variation to avoid conflicts with proposed and existing utilities. If a tree is located below overhead power lines, specific trees species will be proposed whose mature height will not interfere with the power lines. Please refer to the Landscaping plans for more information on the proposed improvements.
- b. Not applicable.

D. Water Quality, Stormwater Management and Erosion Control:

1. The site was designed to minimize impervious area where feasible and reduce both the volume and rate of stormwater runoff from the lot.
 - a. The site drainage will not be directed to flow or create ponding onto adjacent lots. The runoff created from the site will be collected, attenuated, and released at a rate that does not exceed the existing condition.
 - b. As demonstrated in the Stormwater Management Report, provisions are in place to ensure stormwater from the development will not exceed the pre-development flows.
 - c. Per the request of Portland DPW, the maximum permissible stormwater outflow rate into the City's system during the design storm event was designed to not exceed 0.1 CFS per acre of watershed area draining to the detention system. The detention system onsite will provide storage for 1" times the impervious area while providing treatment prior to discharge.
2. A site-specific Stormwater Management Plan has been developed for the project to show compliance with Section 5 of the Technical Manual, including the basic standards of MEDEP Chapter 500. Please refer to sections J and K, the Erosion & Sedimentation Control and Stormwater Management Plans, respectively, for more information.
3. The development is not anticipated to pose a contamination risk to groundwater during or after construction. The development proposes adequate and sanitary disposal of sewage in accordance with Section 2 of the Technical Manual. The project will be serviced by a public wastewater system.

14.6.3 Public Infrastructure and Community Safety Standards



A. Consistency with City Master Plans:

1. The project has been designed to be consistent with the proposed West Bayside Master Development Plan, City's Zoning Ordinance, Design Manual, and off-site infrastructure.
2. The site plan is to include necessary easements, rights, and improvements to all connections to the off premise public infrastructure.

B. Public Safety and Fire Prevention:

1. The site has been designed to enhance the security of the public and private areas on site to reduce the potential for crime.
2. Emergency access is provided on three sides of the building, from Preble, Oxford, and Elm Street.

C. Public Utilities

1. Requests for Ability to Serve letters have been sent to the respective companies. Responses are forthcoming as the design progresses.
2. The electrical service will be wired underground via two new 9'x9' transformers, as shown on the Utility Plan.
3. The new sewer and stormwater infrastructure will meet the provisions of the Technical Manual and the comments received from DPW as part of the Master Development Plan
4. The project will be served by connection to the public sewer system within Oxford Street. The stormwater management system is designed to meet the standards of Chapter 500.
5. Solid waste is proposed to be stored within the building as shown on the architectural plans. A private contractor will provide removal services.

16.4.4 Site Design Standards**A. Massing, Ventilation and Wind Impact:**

- a. Please refer to Section O, Architectural Design Narrative for an overview and demonstration of compliance with the various standards.



B. Shadows:

As the site is located within the B-3 zone and does not abut any existing publicly accessible open space, a shadow study for the proposed development is not required.

C. Snow and Ice Loading:

The structure will not distribute snow and ice onto adjacent properties.

D. View Corridors:

The proposed development is not located along a public view corridor.

E. Historic Resources:

- a. The development is not located in a historic district, historic landscape district or City designated landmark.
- b. The development is not located adjacent to designated landmarks, historic district, or historic landscape district.
- c. It is our understanding that there are no known archaeological resources that exist on the site.

F. Exterior Lighting:

- a. Site Lighting.
 - i. Exterior lighting will be designed to meet the requirements set forth in the Technical Manual and not to negatively impact the abutting properties.
 - ii. Lighting has been designed to not adversely impact the abutting residential properties. Shielding shall be implemented when necessary.
- b. Architectural and Specialty Lighting.
 - i. No architectural and Specialty lighting is proposed, at this time.
 - ii. No up-lighting is proposed, at this time.
- c. Street lighting has been proposed in accordance with the City Technical Manual and is to include the required peninsula decorative lighting.



G. Noise and Vibration:

- a. All proposed heating, ventilation and air conditioning equipment, and emergency generators are to meet the applicable state and federal emissions requirements as defined by the Architect. They are to be located within the interior of the site or the top of the building and will be screened by a parapet.

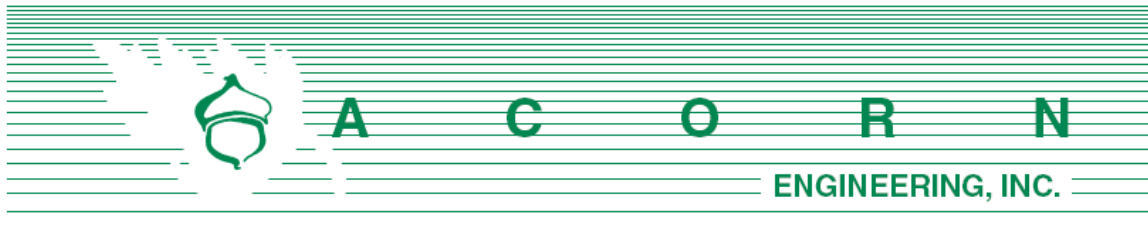
H. Signage and Wayfinding:

1. The size, scale, proportions, design, materials, placement, and source and intensity of illumination of all permanent building or freestanding signs have been designed to complement the subject building and its immediate context:
 - a) If proposed, signage does not conceal architectural features from view.
 - b) If proposed, signage will complement the subject building and its immediate context.
 - c) If proposed, signage will not adversely affect visibility at intersections or access drives.
 - d) If proposed, signage will be facing downwardly to avoid glare and light spillover to towards the sky.
 - e) No proposed signs will be located along rooftops.
2. All street and wayfinding signage shall enable users to safely and easily navigate into, around, and out of the site. Directional signs will not adversely affect visibility at intersections on or off of the site, if proposed.

I. Design Standards.

- a. The Architect has designed the project to meet the standards set forth in the B3 Downtown Business zoning district, as well as the City of Portland Design Manual. Please refer to the Architectural Plans.





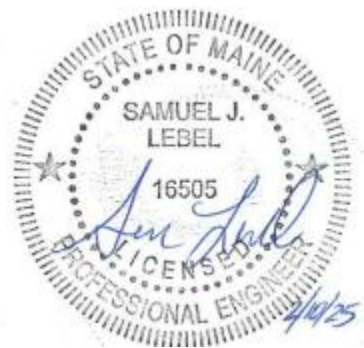
J. STORMWATER MANAGEMENT **REPORT**

Prepared For:

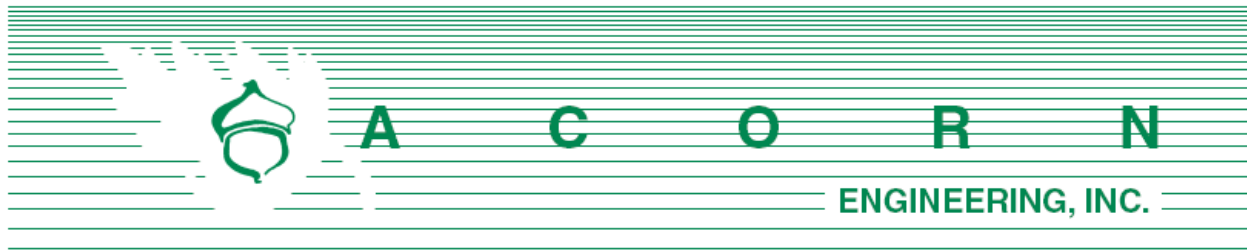
**60 Elm Street LLC
511 Congress Street, Floor 6
Portland, Maine 04101**

Prepared By:

**Acorn Engineering, Inc.
PO Box 3372
Portland, Maine 04104**



February 2025



INTRODUCTION

Acorn Engineering, Inc. has been retained by 60 Elm LLC, to provide civil engineering services for the proposed development at 61 Preble Street in Portland, Maine. The property consists of approximately 0.60 acres of land to be transformed into a 10-story building primarily for residential use with commercial space on the first floor. The project proposes merging parcels 033 M001001 and 033 M012001 into one to encompass the redevelopment project.

A stormwater analysis was prepared to address the effects of the proposed development on both the quantity and quality of stormwater runoff. The purpose of this report is to demonstrate that the project will meet and exceed the requirements set forth by Maine DEP Chapter 500 Basic, General, and Flooding Standards and the following requirements from the City of Portland (the City), provided below. Please note, the 61 Preble Street redevelopment project represents Phase 1B of the previously approved West Bayside Master Development Plan (MDP) approved in June of 2023. As such, the project was designed to the standards set forth within the code and technical manual established at that time. See the outline below of the relevant sections from the City of Portland technical manual and city code along with the date of the standard being referenced.

- City of Portland Land Use Ordinance Article 14.6.2.D. ; (Rev. Date: 12/18/23)
- City of Portland Technical Manual – Section 5 – Portland Stormwater Management Standards and Maine DEP Chapter 500 Stormwater Management.; (Rev. Date: 12/8/20)

EXISTING CONDITIONS

The project site is bordered by Preble, Oxford, and Elm Street. A boundary plan has been prepared by Owen Haskell Inc., dated December 8th, 2022, last revised March 22nd, 2024. Summit Geoengineering Services (SGS) conducted a geotechnical investigation for the site concluded on October 22nd, 2024.

The project is located in the Bayside Height Overlay Zone and is within the B3 Downtown Business Zone. It is our understanding that there are no natural resources on site and that the development is not within an urban impaired stream watershed.

The site is almost entirely impervious, currently comprised of a two-story building and a medium to high use surface parking lot with slopes ranging up to 10% throughout the site, with slopes ranging up to 5-9% along Preble Street, and 5-7% along Elm Street. No formal stormwater treatment or detention presently resides onsite. Most of the site drains to the



Preble Street Municipal Separate Storm Sewer System (MS4). Roughly a quarter of the site drains to the combined sewer in Elm Street.

PROPOSED DEVELOPMENT

The proposed development intends to demolish the existing building and parking lot and transform the site into a 10-story multi-use building with 217 residential units and a ground floor commercial space. The site will feature interconnecting sidewalks along Preble, Oxford, and Elm Street, offering a 5' wide furnishing zone and minimum 6' pedestrian zone up to the building face, where feasible.

The site was designed with the intent to control the rate of runoff leaving the site. The stormwater collection, treatment, and distribution systems on site have been designed to detain runoff generated from the proposed development.

As part of this project, an MS4 extensions from Preble Street system is being proposed approximately 75' from the existing drainage manhole at the corner of Preble and Oxford Street. The extension will feature a 12" storm drain within Oxford Street to convey the detained and treated stormwater from the on-site detention system to the existing 12" storm drain, prior to entering the 24" separated storm drain within Preble Street. As a result, nearly 97% of the site's runoff will enter the MS4 system within Preble Street.

The development will be served by the Portland Water District, CMP, Spectrum, Consolidated Communications, and municipal sewer and storm systems. Utility mains and services have been coordinated with each respective utility company.

GENERAL STANDARDS – WATER QUALITY

The redevelopment of 61 Preble Street will not create more than 1,000 SF of new impervious area, nor will it result in more than 5,000 SF of non-roof redeveloped impervious area.

Stormwater treatment is being provided on site downstream of the detention system

The project has been designed to utilize StormFilter cartridges as a filter meeting the requirements of the General Standards (Section 4.B) of the Chapter 500 by CONTECH Engineered Solutions LLC, approved by the Maine DEP March 13th, 2015, revised in February 24th, 2023.

The StormFilter system proposed will also provide a slow, metered release of the water quality volume through R-Tank subsurface chamber system. The StormFilters are proposed downstream of the R-Tank system, and will receive flows from the R-Tank's underdrain system. Treatment is accomplished via the 4 cartridges within the Storm-Filter manhole. The Storm-Filter cartridge filter media is selected depending on the targeted pollutant removal. As it is not anticipated that oils and grease will be entering the StormFilter Cartridges, the "X Cartridge" has been selected for this system.



Please refer to the Post Development Watershed Map in Attachment B for reference on the proposed area to be treated.

Treatment Area

Based on the approval letter by the MDEP they recommend using 4.5 cartridges per acre of impervious being treated. The project proposes to treat 0.50 acres of impervious surface area draining to the R-Tank further discharged into the StormFilter Manhole to be treated within the Storm Filter Cartridges. See *Table 1* below for the comparison of the City's recommended cartridges with what is proposed in part of this project.

Table 1 – StormFilter Cartridge Sizing			
	1-Year Peak Flow (cfs)	Required Cartridges	Provided Cartridges
StormFilter Cartridges	0.88	4	4

As represented in *Tables 1 and 2*, the site is in accordance with Chapter 500, General Standard rules and the MDEP approval letter for StormFilter treatment.

The proposed treatment of impervious and developed areas are as follows:

Table 2 –Treatment Area					
	Existing Area (SF)	Proposed Area (SF)	Net Change (SF)	Proposed Area with Treatment (SF)	% Overall, Area Treated
Impervious Area	25,052	24,004	-1,047	21,408	89%
Developed Area	26,062	26,062	0	22,097	85%
*Developed area includes impervious area, landscaped, or unvegetated area in accordance with MDEP.					



FLOODING STANDARD – WATER QUANTITY

The proposed project was modeled using HydroCAD to verify that the post-development conditions do not exceed the pre-development conditions. A 24-hour SCS Type III storm distribution for the 2, 10, and 25-year storm events were used. The corresponding rainfall amounts for these storms are 3.10", 4.60", and 5.80" respectively. Due to the numerous variables, and inherent inaccuracies with the modeling program used to calculate stormwater runoff, the stormwater runoff shall be rounded to the nearest tenth of a cubic feet per second (cfs).

Based upon the MDP comments from City Staff/DPW, an on-site stormwater detention volume equal to 1" of rainfall over the total impervious area is required for projects connecting into the City's separated storm drain system. The proposed flows generated for the 61 Preble Street development are as follows in *Table 3* Below.

Table 3: Required Detention Volume	
1" of rainfall over the entire impervious area:	2,000 cubic-feet
1" of rainfall over impervious area draining to R-Tanks:	1,784 cubic-feet
Proposed Storage Volume:	2,000 cubic-feet

The proposed development intends to store 2,000 cubic-feet of stormwater. Detention on site is accomplished utilizing R-Tank subsurface chambers. The chambers have been sized to provide 2,000 cubic feet of available storage. The system was sized to meet the City's request and to drain between 24 to 48 hours.

Furthermore, the maximum permissible stormwater outflow rate into the City's system during the 1" design storm event is to be less than or equal to 0.1 CFS per acre of watershed area draining to the detention system. The R-Tank system is sized to provide for 0.60 acres of area draining to the R-Tank system. The site has been designed to detain and release stormwater runoff equal to 0.06 CFS off the site for the entire development during the design storm event. Please refer to the attached HydroCAD report for more information.

Due to the grading constraints of the site, a small portion of the courtyard will not be treated/attenuated. Approximately 960 square feet will drain directly to the MS4. However, the 1" rain event cumulatively represents a 0.05 CFS into the MS4 and storage for the 2,000 CF target is still being provided.



Pre and Post Development Subcatchments:

Time of Concentration (Tc)

The times of concentration for subcatchments in both the pre and post conditions were calculated by entering the flow path with the associated ground cover and slopes. HydroCAD then calculated the Tc's and incorporated the total Tc for each subcatchment into the model. When the calculated Tc was less than six minutes (0.1 hours), a direct entry of six minutes was used as advised by the TR-55 model.

Curve Number (CN)

Within the pre-development model, the vegetated areas were considered poor and fair grass, and impervious areas consisted of connected pavement.

The post development landscaped areas were given a good rating for new landscaped or loam/seeded areas and fair rating for the vegetated areas to remain. Refer to the attached pre and post development maps provides a visual representation of the land covers from the pre and post conditions.

Pre Development Calculations:

The site is currently occupied by an existing 2-story building and surface parking lot. The sites topography breaks down into two sub-catchments as outlined below

- **Point of Interest 1: Preble Street Separated Storm Drain (MS4):**
 - **Sub-catchment 1.1:** This catchment consists of the existing building roof runoff which appears to outlet directly into a private catch basin on the abutting property, prior to entering into the Preble Street Separated Sewer.
 - **Sub-catchment 1.2:** This sub-catchment appears to drain to the Preble Street Separated Sewer via sheet flow through the parking lot and within Oxford Street to the existing catch basin network.
- **Point of Interest 2: Elm Street Combined Sewer:**
 - **Sub-catchment 2:** This catchment consists of the uphill parking lot on the Northeast side of the property. Runoff generated from this lot appears to drain towards the curb cut along Elm Street, sheeting towards the existing Catch basin at the Elm and Oxford Street corner, prior to entering the Elm Street Combined Sewer.

Table 4 – Pre-Development Peak Stormwater Flows			
Drainage Area	2-Year Storm Event (cfs)	10-Year Storm Event (cfs)	25-Year Storm Event (cfs)
POI #1	2.0	3.0	3.8
POI #2	0.5	0.8	1.0
TOTAL RUNOFF:	2.5	3.8	4.8



Post Development Calculations:

The redevelopment proposes an 18,779 SF, 10-story building onsite with a subsurface stormwater detention system and downstream treatment system. The site will generally maintain the existing topography and sub-catchments as outlined below.

➤ **Point of Interest 1: Preble Street Separated Storm Drain (MS4):**

❖ **Pond 1: R-Tank Subsurface Storage System:**

- **Sub-catchment 1.1:** This catchment consists of the proposed building's roof area. 100% of the roof runoff is proposed to be routed directly into the R-Tanks Subsurface storage system. Flows captured and detained will further be conveyed via the proposed 12" MS4 extension within Oxford Street, prior to entering into the Preble Street MS4.
- **Sub-catchment 1.2:** This sub-catchment consists of the courtyard area which drains directly into the subsurface system.
- **Sub-catchment 1.3:** Southwesterly side of the side consisting of the Preble Street Sidewalk and raised planted beds along the building.
- **Sub-catchment 1.4:** Consists of the Northwestern side of the site and is comprised of Oxford Street Sidewalk within the right of way and the public access easement.

➤ **Point of Interest 2: Elm Street Combined Sewer:**

- **Sub-catchment 2:** This catchment consists of northeast sidewalk, sheeting towards the existing Catch basin at the Elm and Oxford Street corner, prior to entering the Elm Street Combined Sewer.

Table 5 – Post - Development Peak Stormwater Flows			
Drainage Area	2-Year Storm Event (cfs)	10-Year Storm Event (cfs)	25-Year Storm Event (cfs)
POI #1	2.4	3.1	3.2
POI #2	0.02	0.05	0.07
TOTAL RUNOFF:	2.4	3.2	3.2



Pre and Post Development Calculations:

Pre and Post development conditions will maintain the same general topography and will drain to the same point of interest at the Preble Street MS4. Overall, the proposed development will result in a decrease of impervious area within the property line. *Table 2*, Treatment area above provides a breakdown of the existing and proposed impervious area within the property line and total developed. *Table 6* below provides the comparison of the pre and post development peak flows for 2, 10, 25, 50, and 100-yr storm events.

Table 6 – Comparison of Pre & Post Development Overall Peak Stormwater Flows						
Drainage Area	2-Year Storm Event (cfs)		10-Year Storm Event (cfs)		25-Year Storm Event (cfs)	
	Pre	Post	Pre	Post	Pre	Post
Total	2.5	2.4	3.8	3.2	4.8	3.2

As shown in *Table 6*, the net impact of the post development peak flows will be below the predevelopment levels. A post-development watershed map developed for this project can be viewed in Attachment B, and a copy of the HydroCAD calculations is included within Attachment C of this report.

SOILS

Onsite soil information has been derived from the following resources:

- Soil Conservation Service Medium Intensity Soil Survey for York County

Soil borings and test pits were conducted by Summit GeoEngineering to further assess the conditions on site. These results are forthcoming. In accordance with Maine Best Management Practices (BMP). The USDA soil report and geotechnical report were submitted as part of this submission.

CONCLUSION

The proposed development was designed to meet the requirements set forth in Chapter 500 Basic, General, and Flooding Standards and the MDP requirements set forth by the City.

Please find the following attachments for more information on the stormwater analysis in addition to the proposed construction and maintenance plan for the development.



ATTACHMENTS

Attachment A: Pre-Development Watershed Map
Attachment B: Post-Development Watershed Map
Attachment C: Pre & Post HydroCAD Calculations
Attachment D: Soil Survey

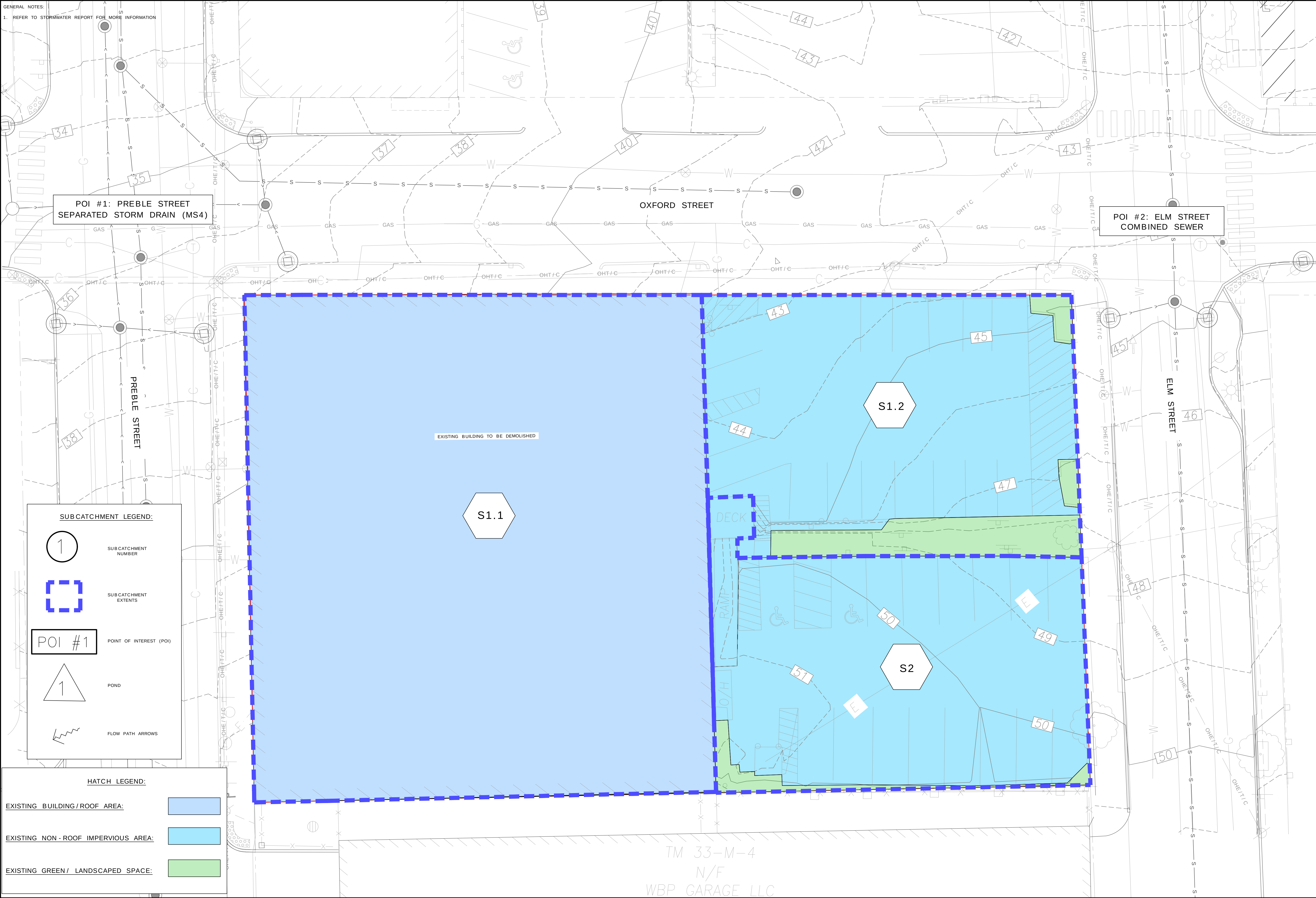


SECTION J

STORMWATER MANAGMENT REPORT

Attachment A: Pre Development Watershed Map





ISSUED FOR	BY
HYDROCAD PRE	DATE
DEVELOPMENT MAP	DNM
	7/10/2025

DRAWING NAME:	PRE DEVELOPMENT WATERSHED MAP
PROJECT NAME:	60 ELM STREET REDEVELOPMENT – PORTLAND
CLIENT:	60 ELM STREET APARTMENTS, LLC 188 STATE STREET, 3RD FLOOR, PORTLAND, ME 04101

ACORN ENGINEERING, INC. PO BOX 3372, PORTLAND MAINE 04104 (207) 775-2655	ACORN ENGINEERING, INC. PO BOX 3372, PORTLAND MAINE 04104 (207) 775-2655
--	--

FILE:192.5_WATERSHED

JN: 1192.5

SCALE: AS NOTED

DESIGNED BY: SJL

DRAWN BY: DNM

CHECKED BY: SJL

DRAWING NO.

PRE

SECTION J

STORMWATER MANAGMENT REPORT

Attachment B: Post Development Watershed Map

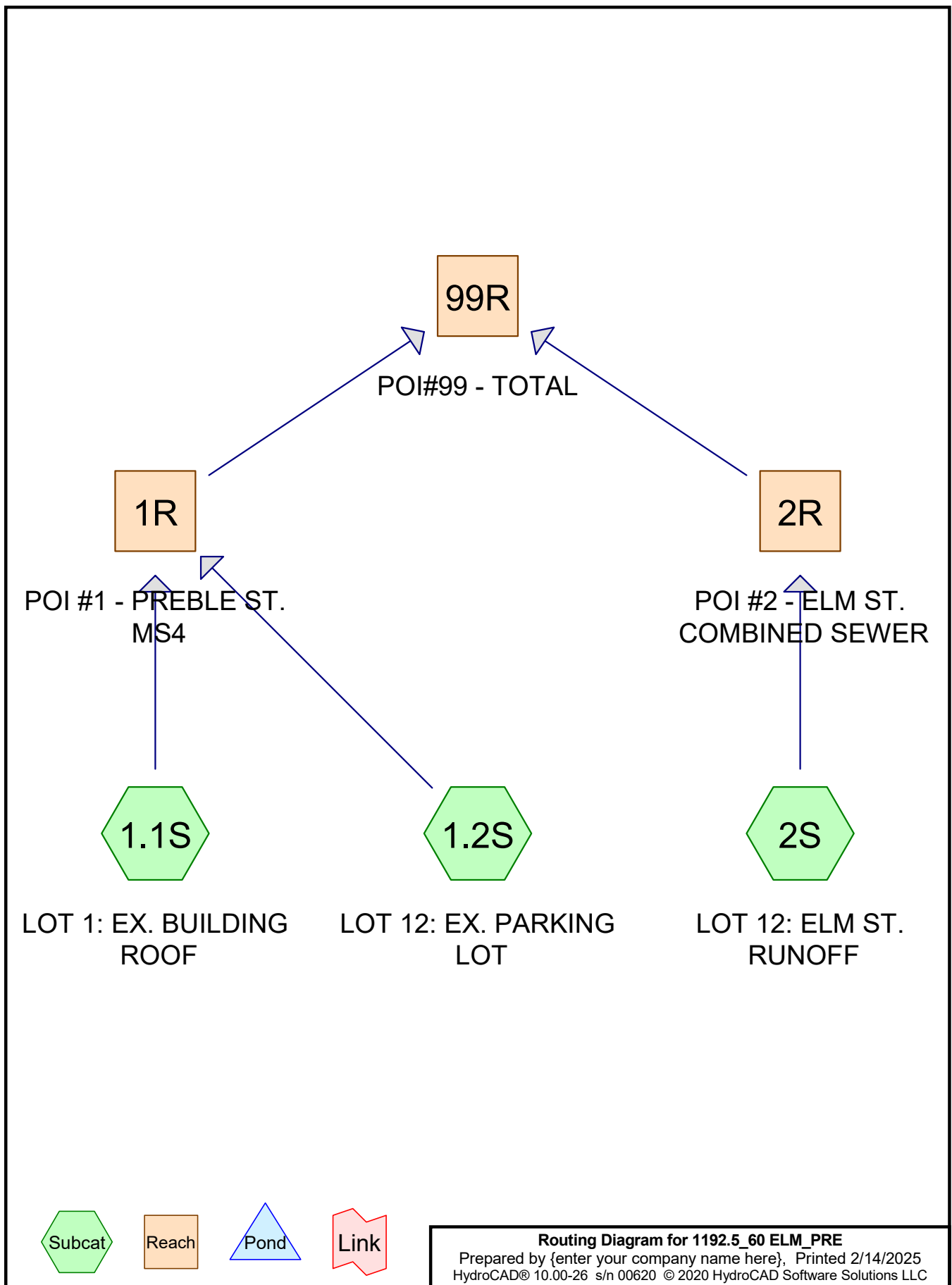


SECTION J

STORMWATER MANAGMENT REPORT

Attachment C: Pre Development HydroCAD





1192.5_60 ELM_PRE

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Page 2

Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
0.017	69	50-75% Grass cover, Fair, HSG B (1.2S)
0.005	68	<50% Grass cover, Poor, HSG A (2S)
0.002	61	>75% Grass cover, Good, HSG B (1.2S)
0.334	98	EX. BUILDING ROOF (1.1S)
0.241	98	Paved parking, HSG A (1.2S, 2S)
0.599	97	TOTAL AREA

1192.5_60 ELM_PRE

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Page 3

Ground Covers (all nodes)

HSG-A (acres)	HSG-B (acres)	HSG-C (acres)	HSG-D (acres)	Other (acres)	Total (acres)	Ground Cover	Subcatchment Numbers
0.000	0.017	0.000	0.000	0.000	0.017	50-75% Grass cover, Fair	1.2S
0.005	0.000	0.000	0.000	0.000	0.005	<50% Grass cover, Poor	2S
0.000	0.002	0.000	0.000	0.000	0.002	>75% Grass cover, Good	1.2S
0.000	0.000	0.000	0.000	0.334	0.334	EX. BUILDING ROOF	1.1S
0.241	0.000	0.000	0.000	0.000	0.241	Paved parking	1.2S, 2S
0.247	0.019	0.000	0.000	0.334	0.599	TOTAL AREA	

1192.5_60 ELM_PRE*Type II 24-hr 2-YR Rainfall=3.10"*

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Page 4

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1.1S: LOT 1: EX. Runoff Area=14,536 sf 100.00% Impervious Runoff Depth>2.65"
Tc=6.0 min CN=98 Runoff=1.42 cfs 0.074 af

Subcatchment 1.2S: LOT 12: EX. PARKING Runoff Area=5,944 sf 86.31% Impervious Runoff Depth>2.29"
Tc=6.0 min CN=94 Runoff=0.54 cfs 0.026 af

Subcatchment 2S: LOT 12: ELM ST. Runoff Area=5,610 sf 96.01% Impervious Runoff Depth>2.57"
Tc=6.0 min CN=97 Runoff=0.54 cfs 0.028 af

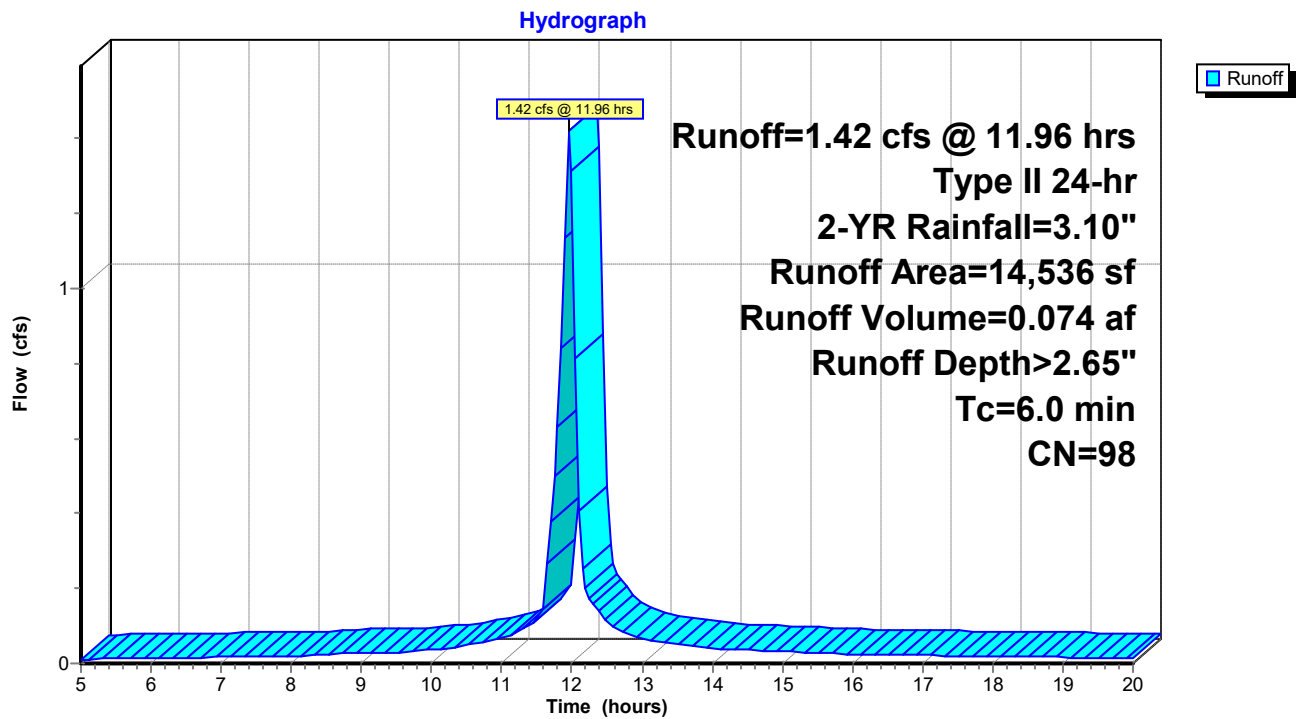
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Outflow=1.96 cfs 0.100 af

Reach 2R: POI #2 - ELM ST. COMBINED SEWER Inflow=0.54 cfs 0.028 af
Outflow=0.54 cfs 0.028 af

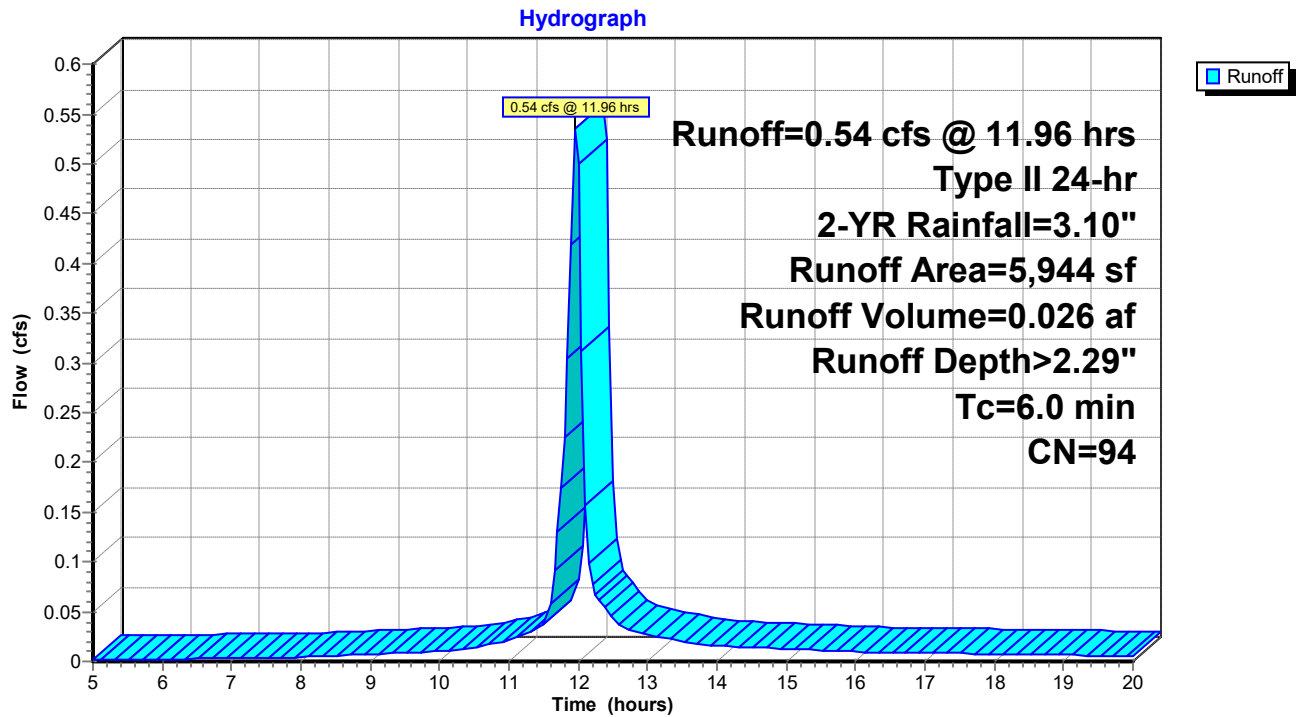
Reach 99R: POI#99 - TOTAL Inflow=2.50 cfs 0.127 af
Outflow=2.50 cfs 0.127 af

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3.98% Pervious = 0.024 ac 96.02% Impervious = 0.575 ac

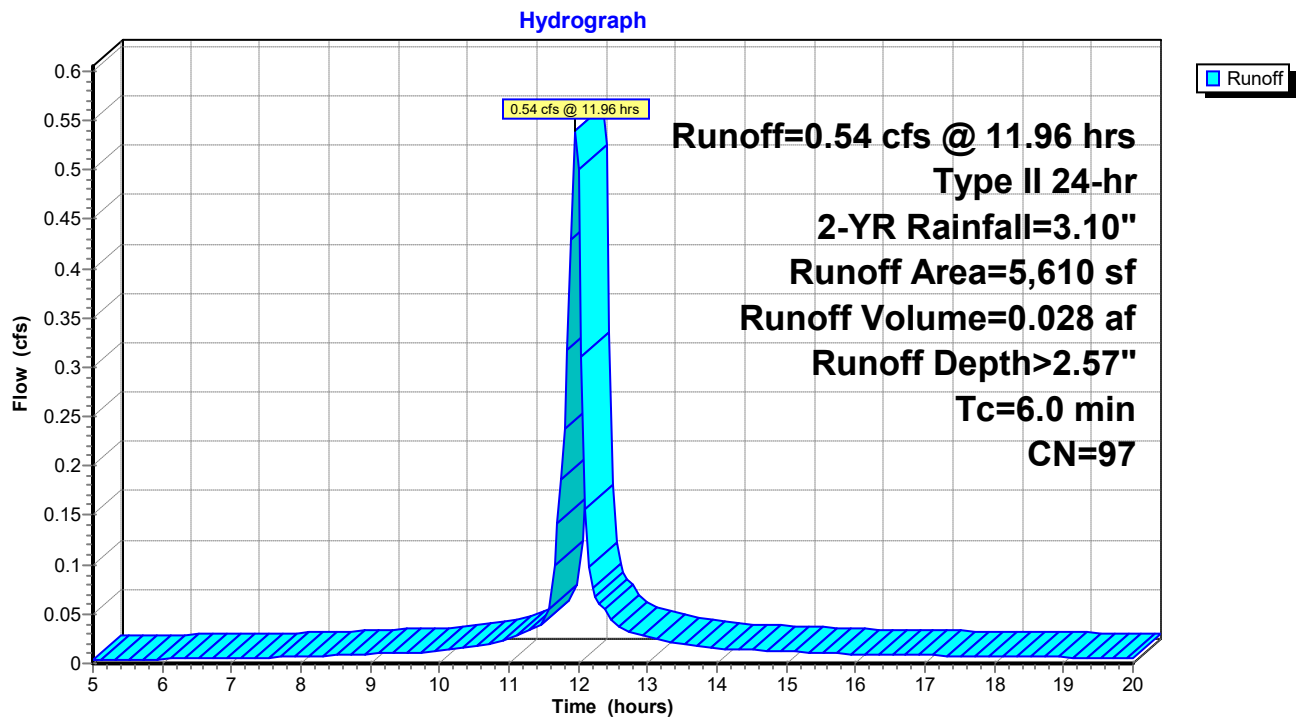
Subcatchment 1.1S: LOT 1: EX. BUILDING ROOF



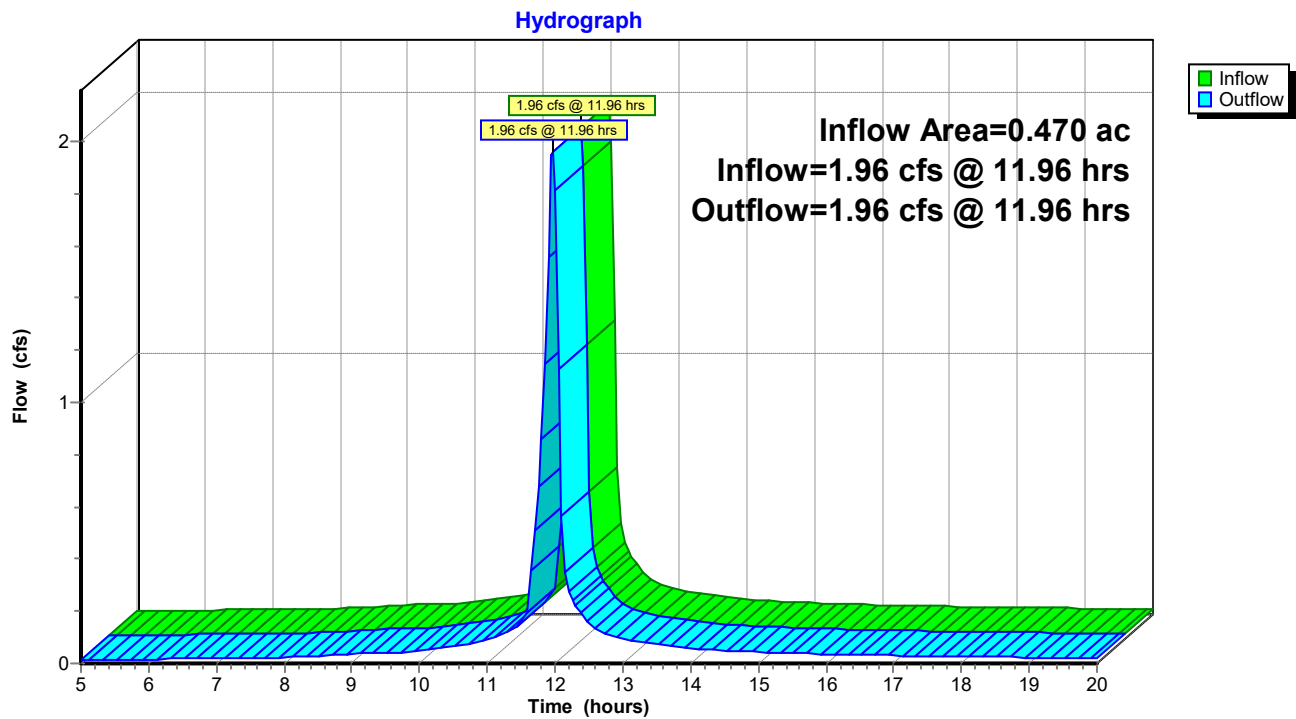
Subcatchment 1.2S: LOT 12: EX. PARKING LOT



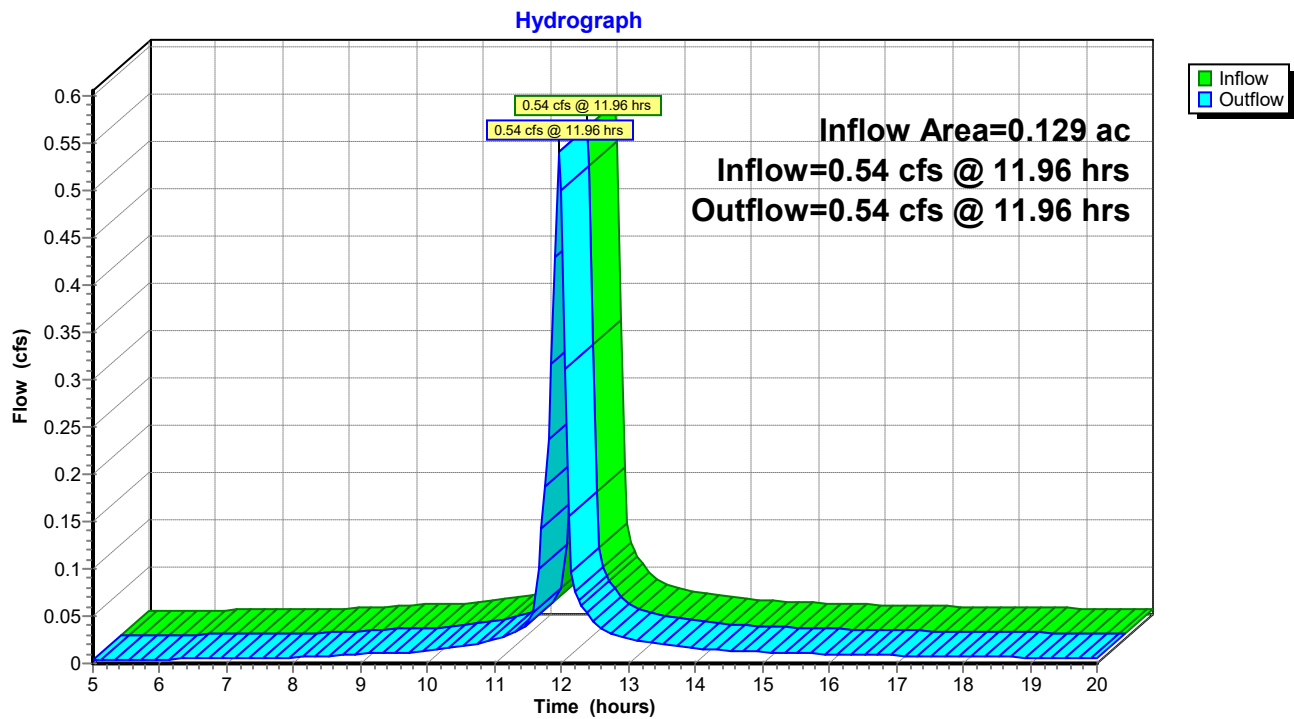
Subcatchment 2S: LOT 12: ELM ST. RUNOFF



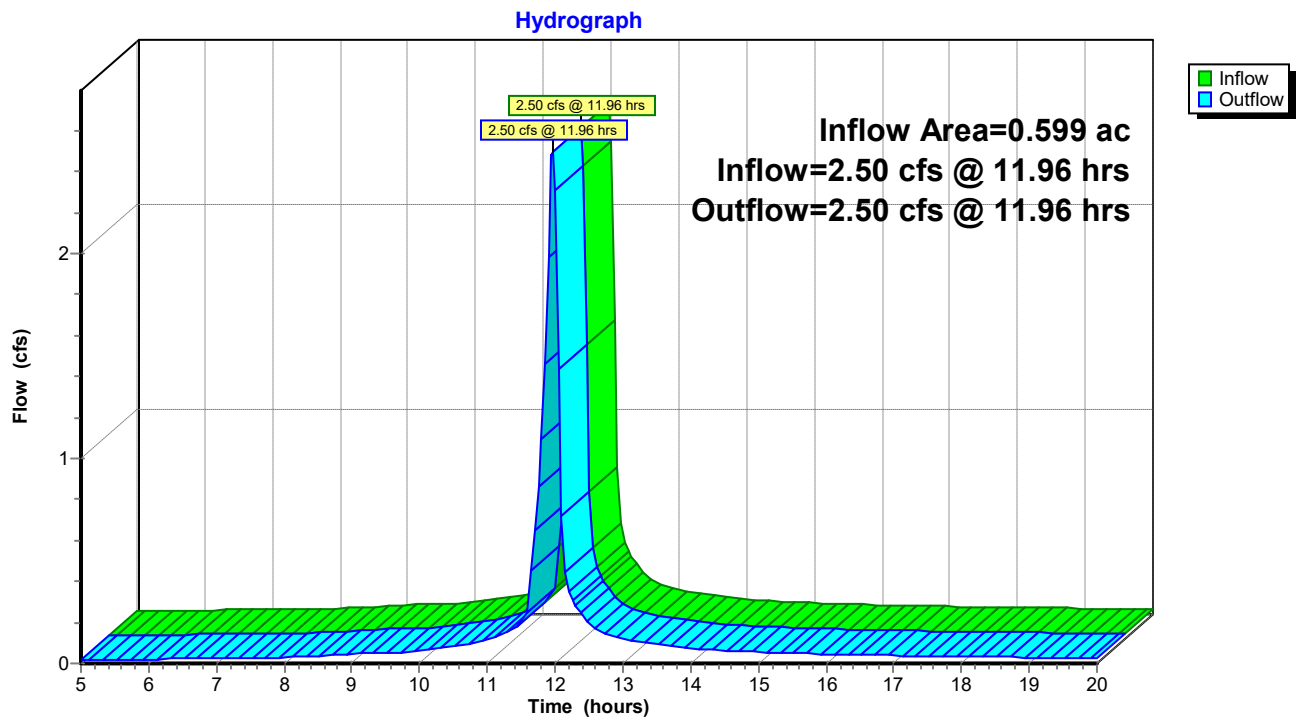
Reach 1R: POI #1 - PREBLE ST. MS4



Reach 2R: POI #2 - ELM ST. COMBINED SEWER



Reach 99R: POI#99 - TOTAL



1192.5_60 ELM_PRE*Type II 24-hr 10-YR Rainfall=4.60"*

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Page 11

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1.1S: LOT 1: EX. Runoff Area=14,536 sf 100.00% Impervious Runoff Depth>4.01"
Tc=6.0 min CN=98 Runoff=2.12 cfs 0.111 af

Subcatchment 1.2S: LOT 12: EX. PARKING Runoff Area=5,944 sf 86.31% Impervious Runoff Depth>3.66"
Tc=6.0 min CN=94 Runoff=0.83 cfs 0.042 af

Subcatchment 2S: LOT 12: ELM ST. Runoff Area=5,610 sf 96.01% Impervious Runoff Depth>3.93"
Tc=6.0 min CN=97 Runoff=0.81 cfs 0.042 af

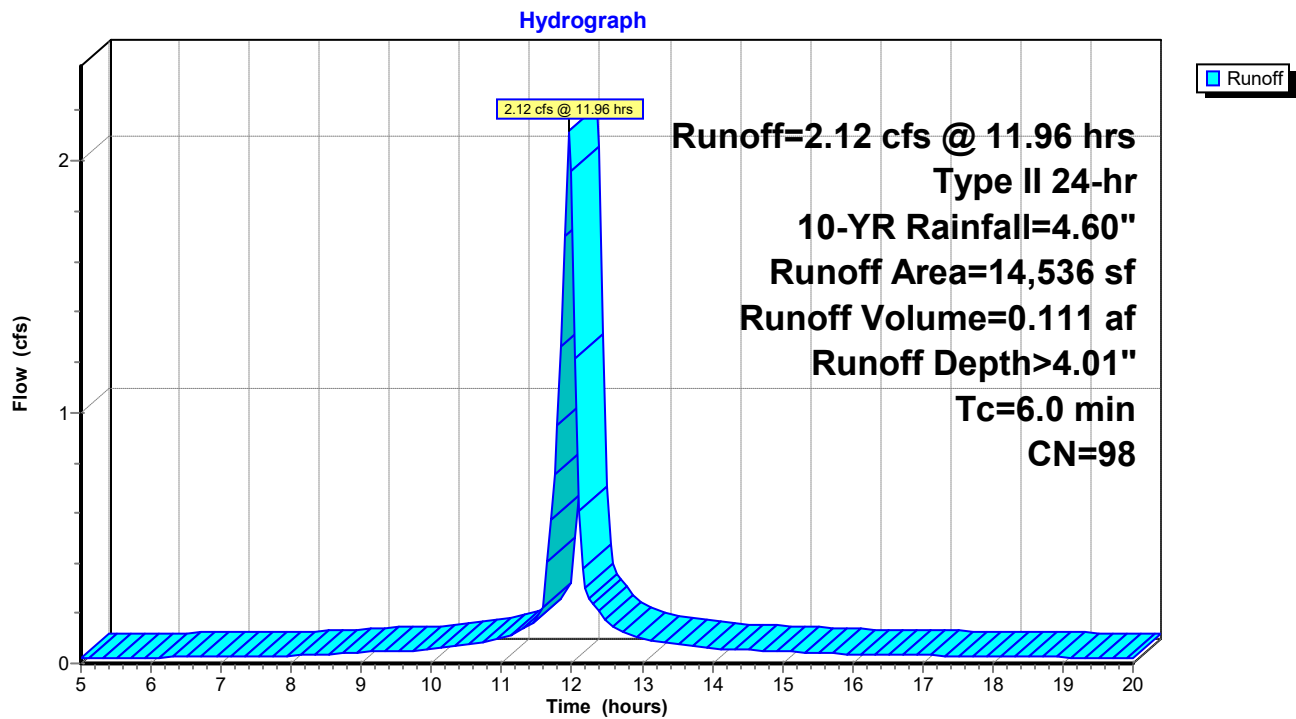
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Outflow=2.95 cfs 0.153 af

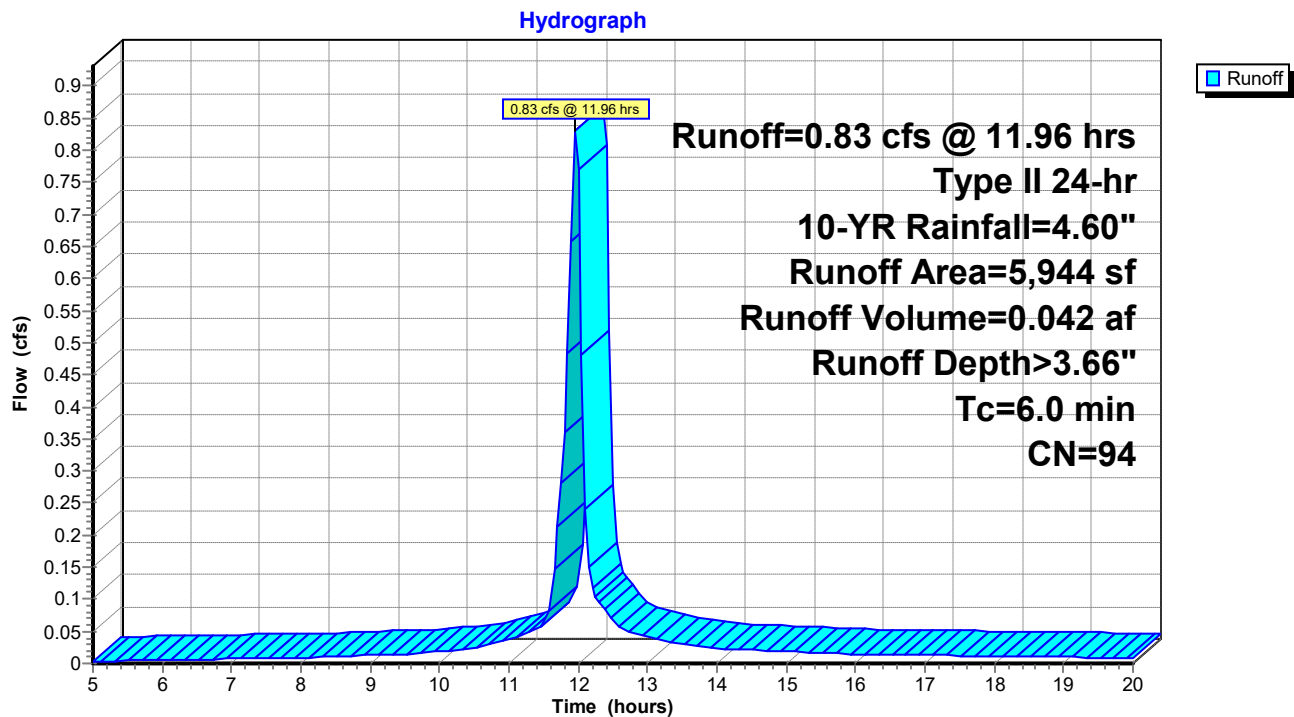
Reach 2R: POI #2 - ELM ST. COMBINED SEWER Inflow=0.81 cfs 0.042 af
Outflow=0.81 cfs 0.042 af

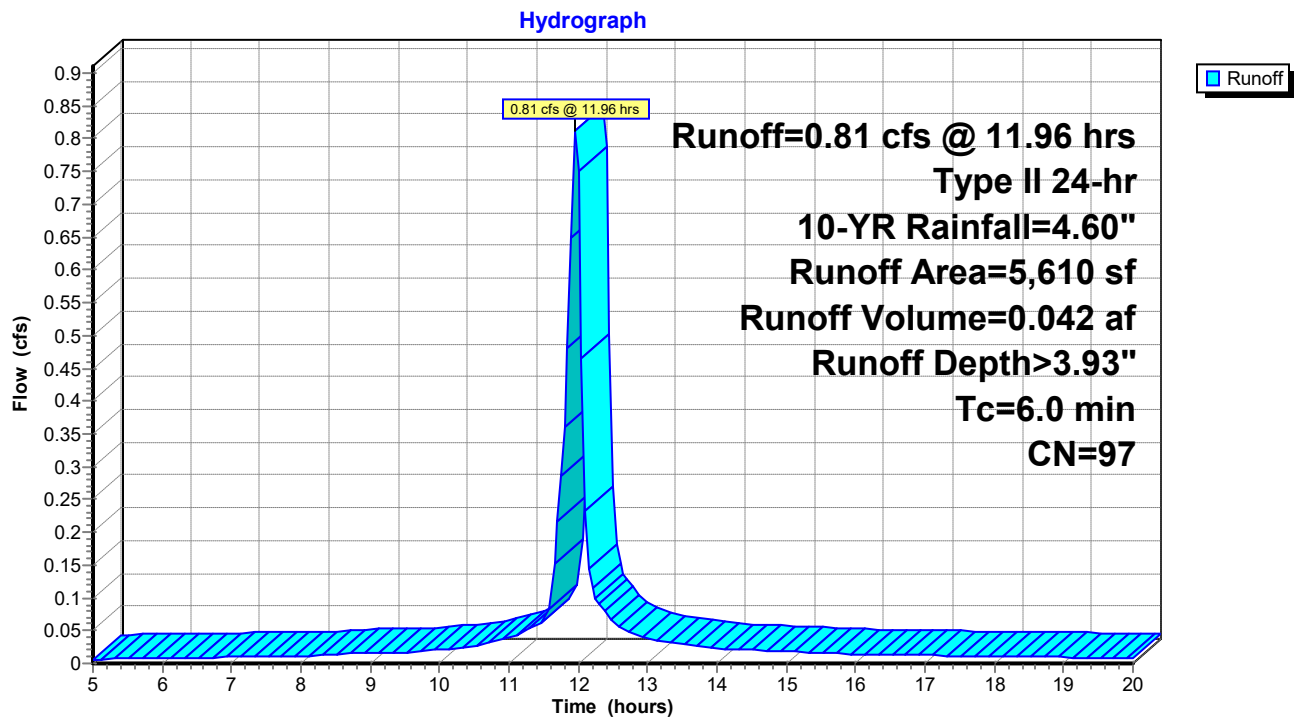
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Outflow=3.77 cfs 0.195 af

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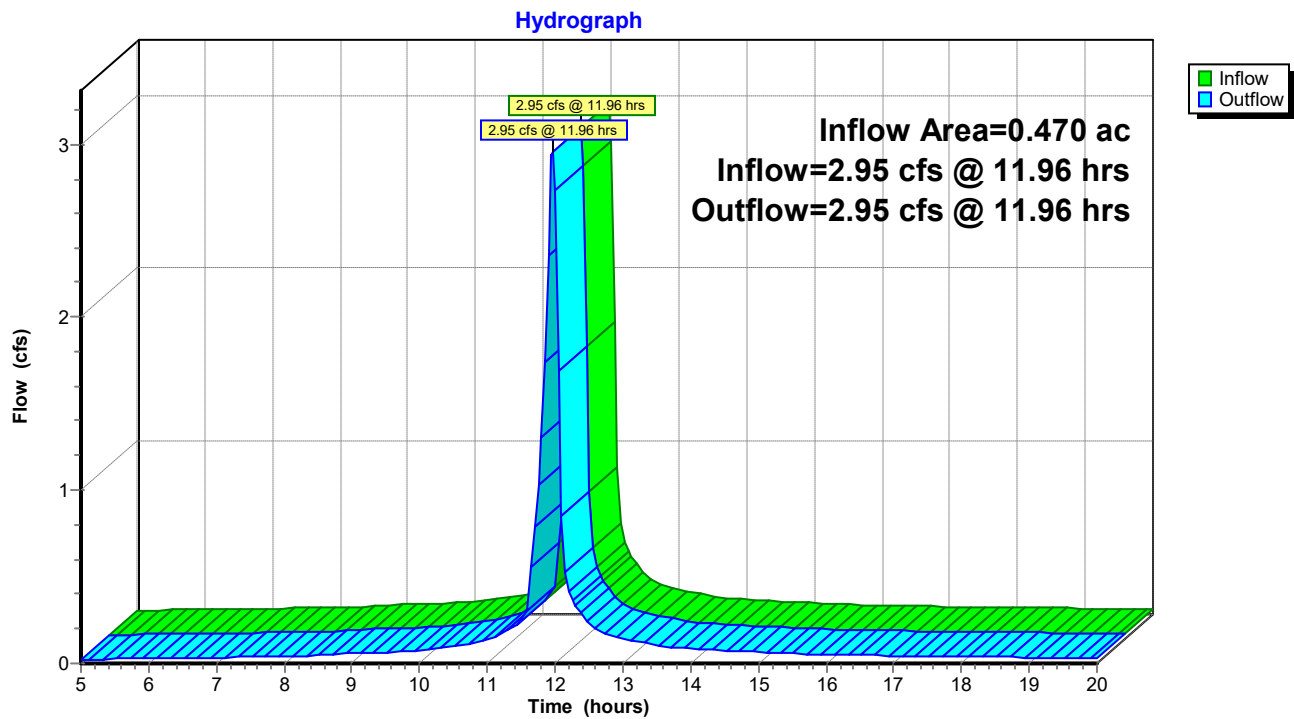
Subcatchment 1.1S: LOT 1: EX. BUILDING ROOF



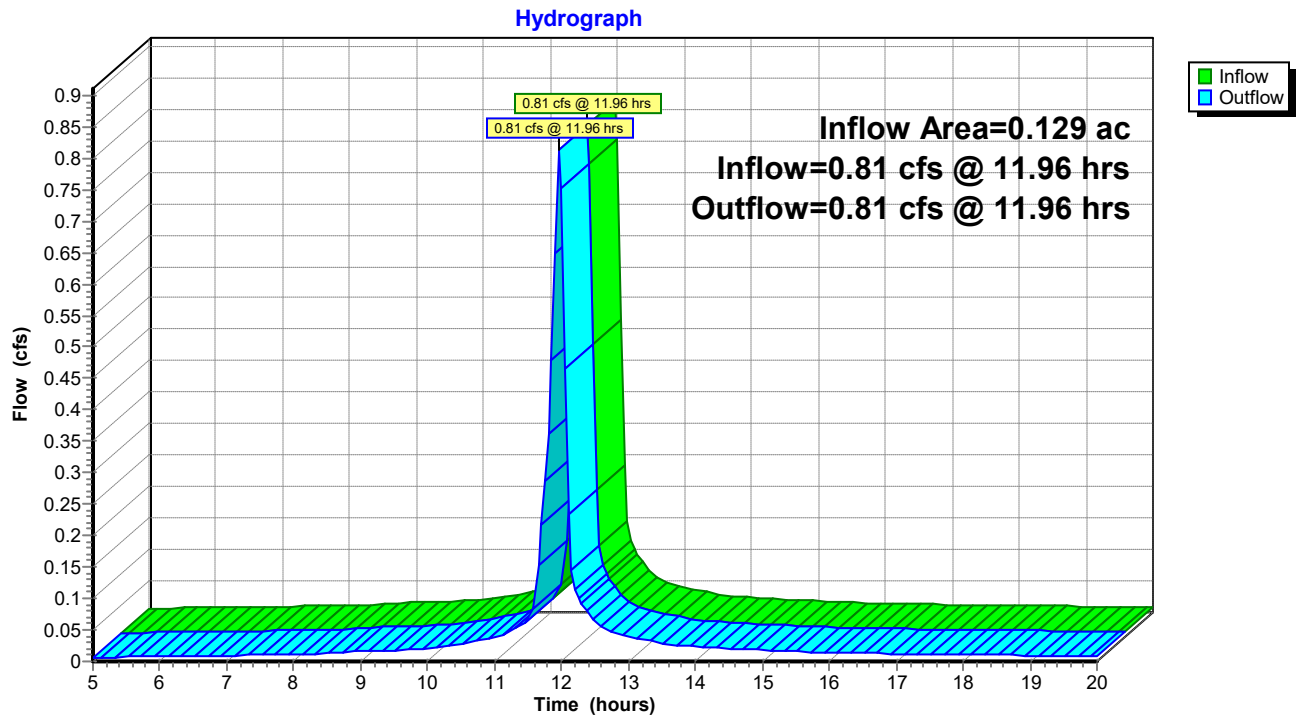
Subcatchment 1.2S: LOT 12: EX. PARKING LOT

Subcatchment 2S: LOT 12: ELM ST. RUNOFF

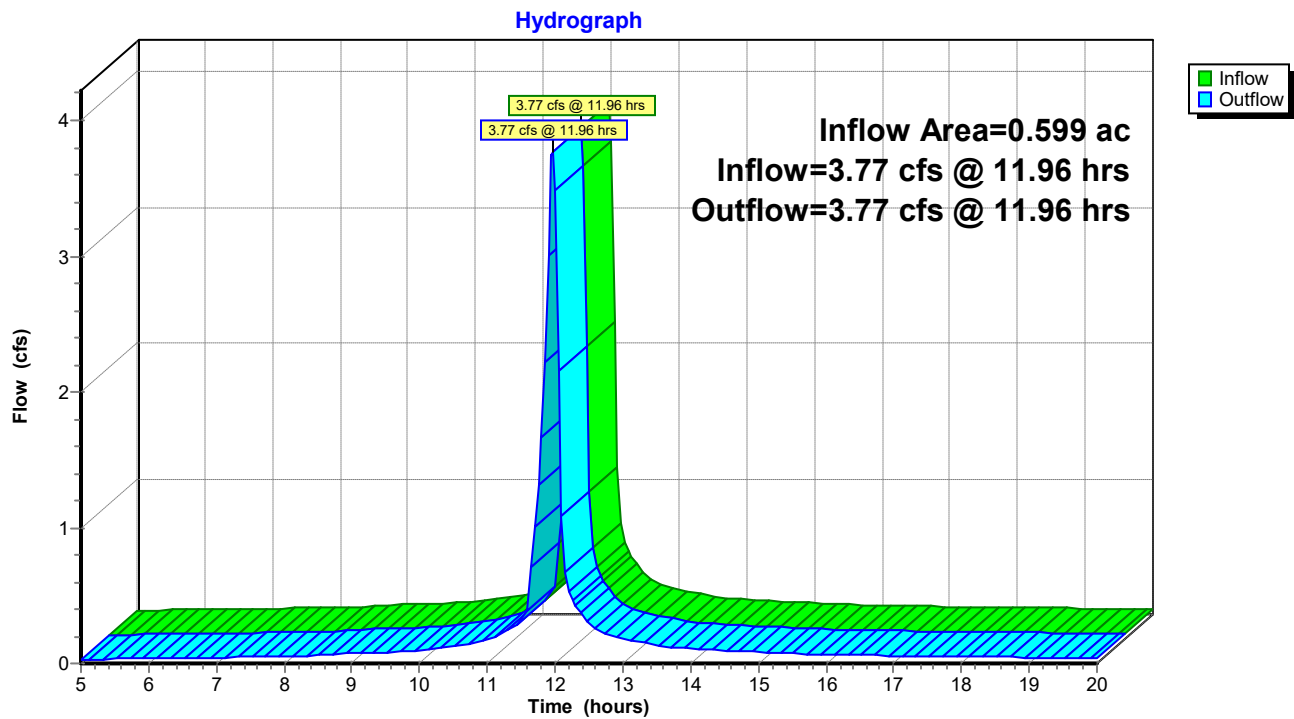
Reach 1R: POI #1 - PREBLE ST. MS4



Reach 2R: POI #2 - ELM ST. COMBINED SEWER



Reach 99R: POI#99 - TOTAL



1192.5_60 ELM_PRE*Type II 24-hr 25-YR Rainfall=5.80"*

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Page 18

Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1.1S: LOT 1: EX. Runoff Area=14,536 sf 100.00% Impervious Runoff Depth>5.09"
Tc=6.0 min CN=98 Runoff=2.68 cfs 0.142 af

Subcatchment 1.2S: LOT 12: EX. PARKING Runoff Area=5,944 sf 86.31% Impervious Runoff Depth>4.76"
Tc=6.0 min CN=94 Runoff=1.07 cfs 0.054 af

Subcatchment 2S: LOT 12: ELM ST. Runoff Area=5,610 sf 96.01% Impervious Runoff Depth>5.02"
Tc=6.0 min CN=97 Runoff=1.03 cfs 0.054 af

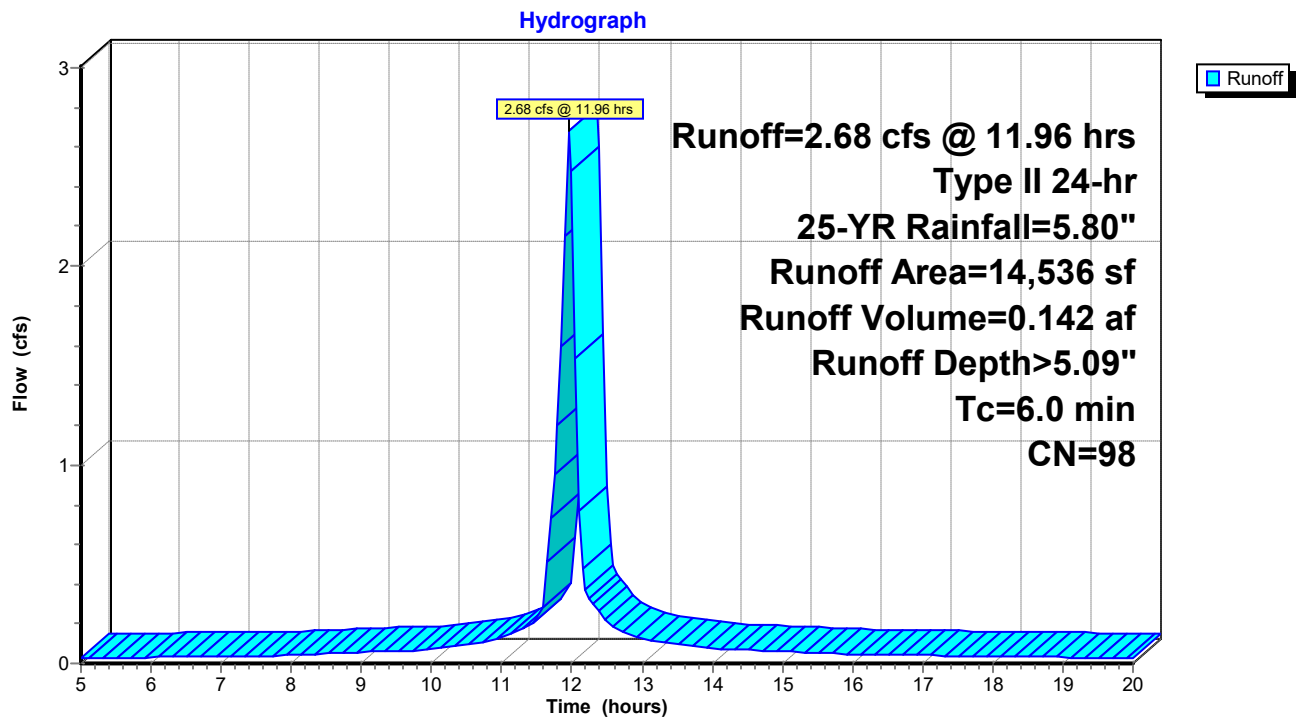
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Outflow=3.75 cfs 0.196 af

Reach 2R: POI #2 - ELM ST. COMBINED SEWER Inflow=1.03 cfs 0.054 af
Outflow=1.03 cfs 0.054 af

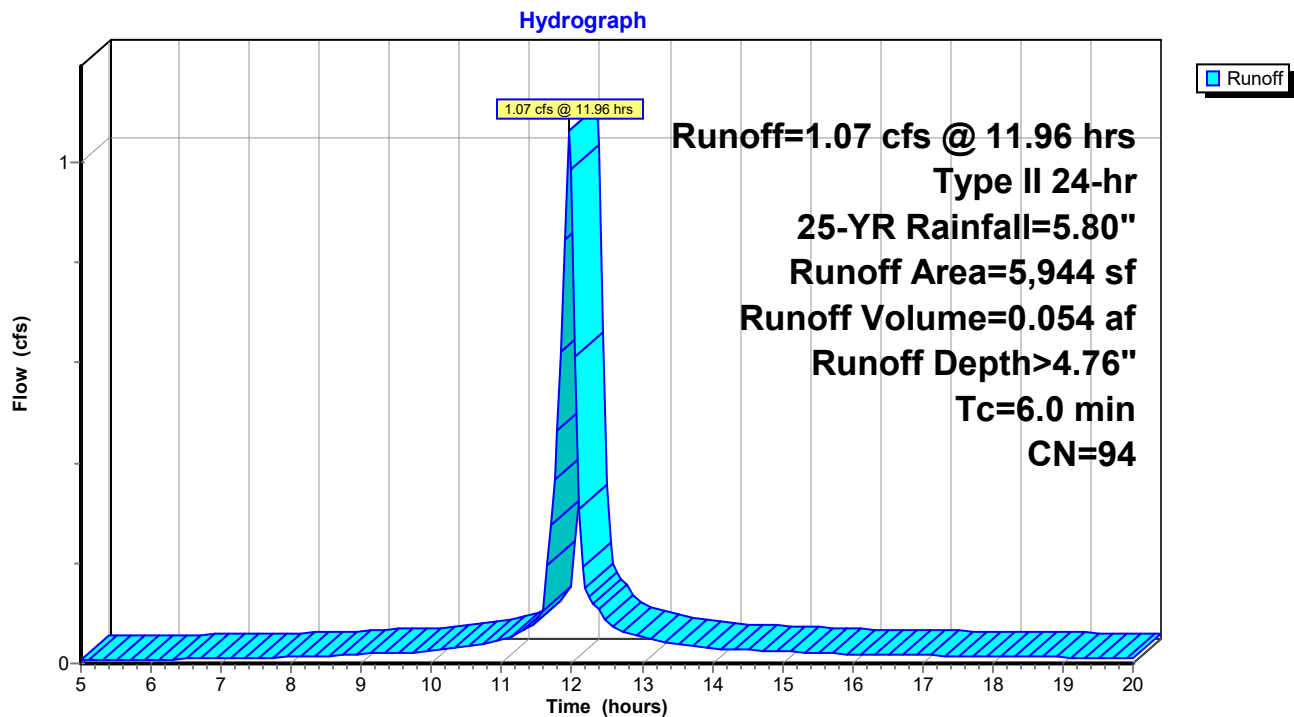
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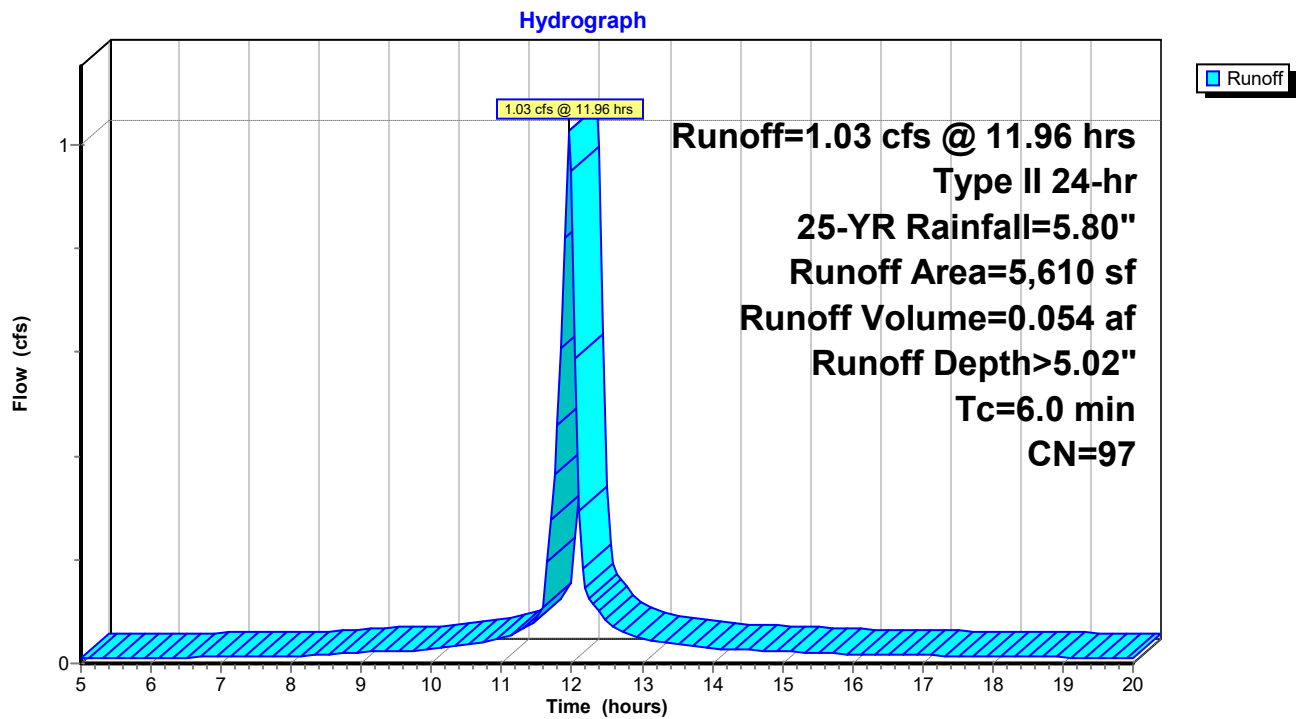
Subcatchment 1.1S: LOT 1: EX. BUILDING ROOF



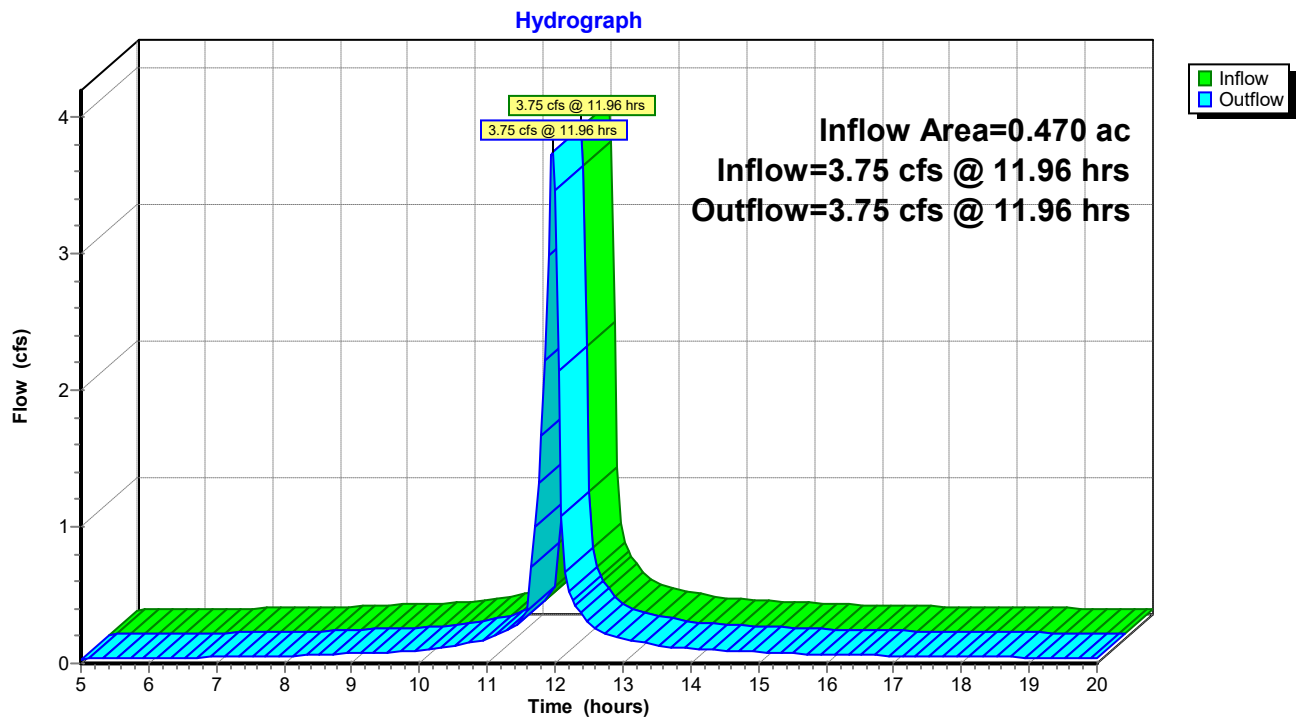
Subcatchment 1.2S: LOT 12: EX. PARKING LOT



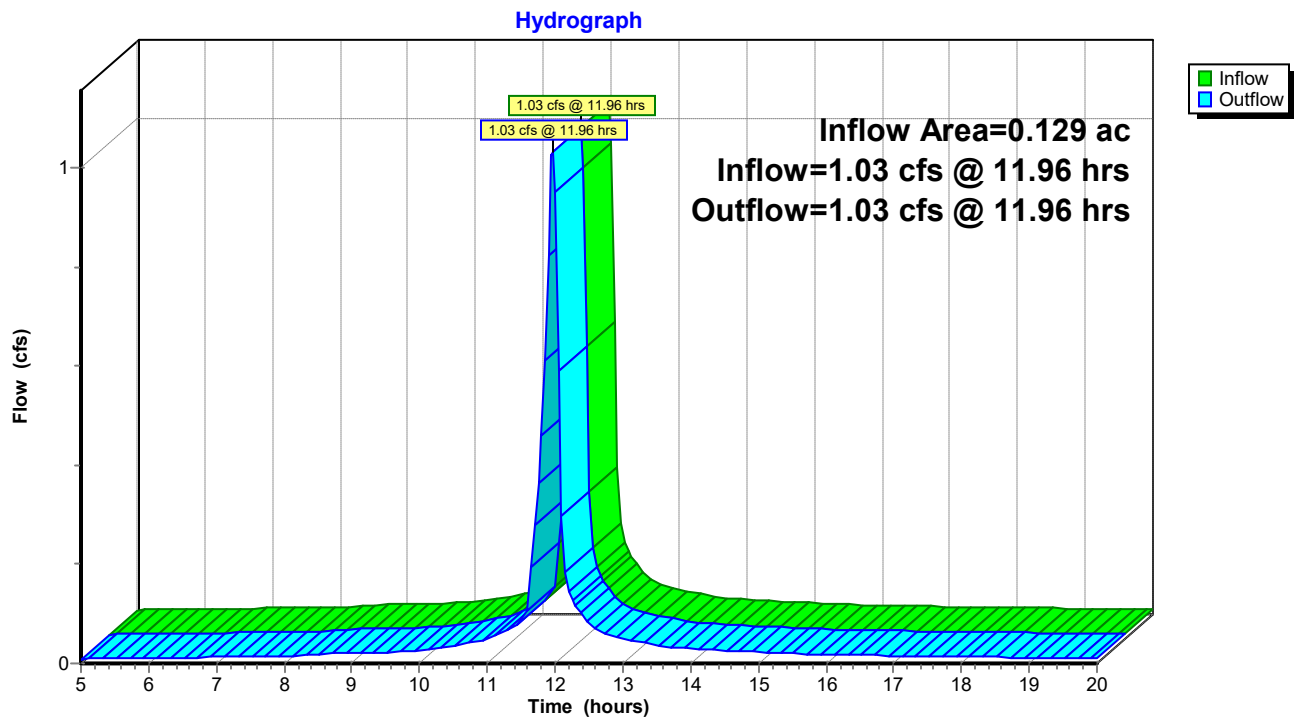
Subcatchment 2S: LOT 12: ELM ST. RUNOFF



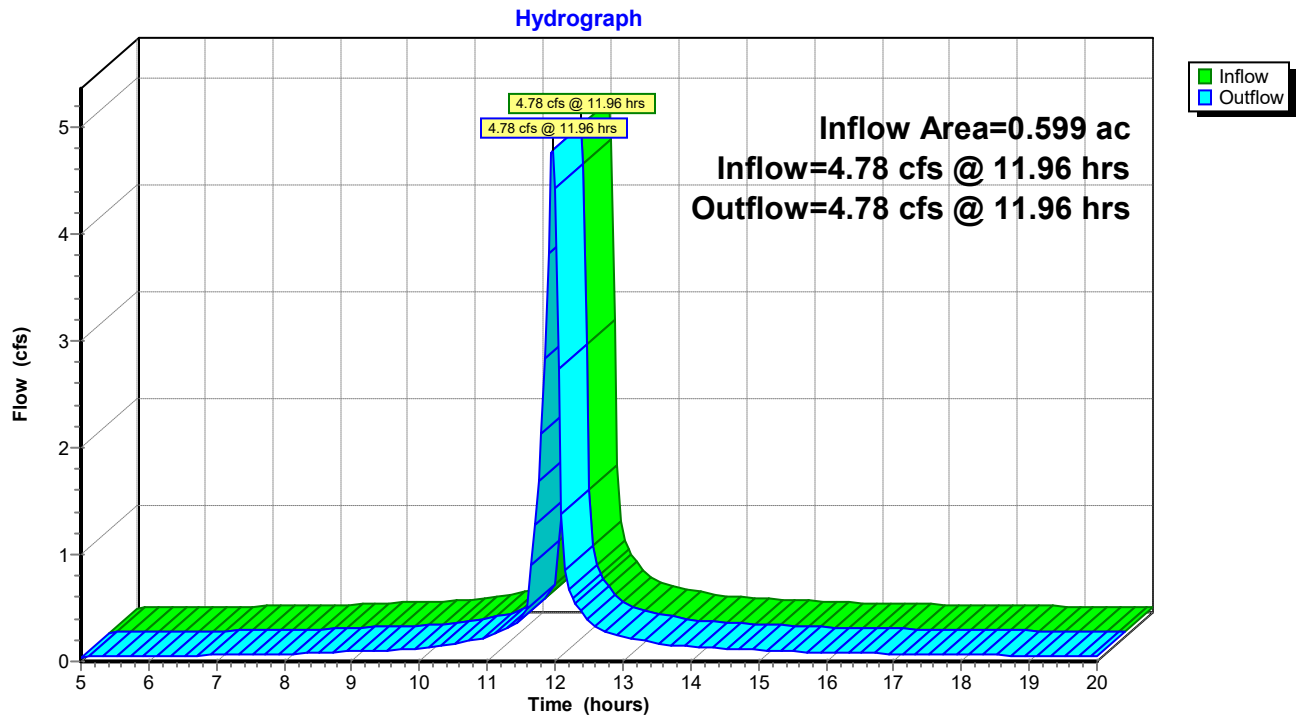
Reach 1R: POI #1 - PREBLE ST. MS4



Reach 2R: POI #2 - ELM ST. COMBINED SEWER



Reach 99R: POI#99 - TOTAL

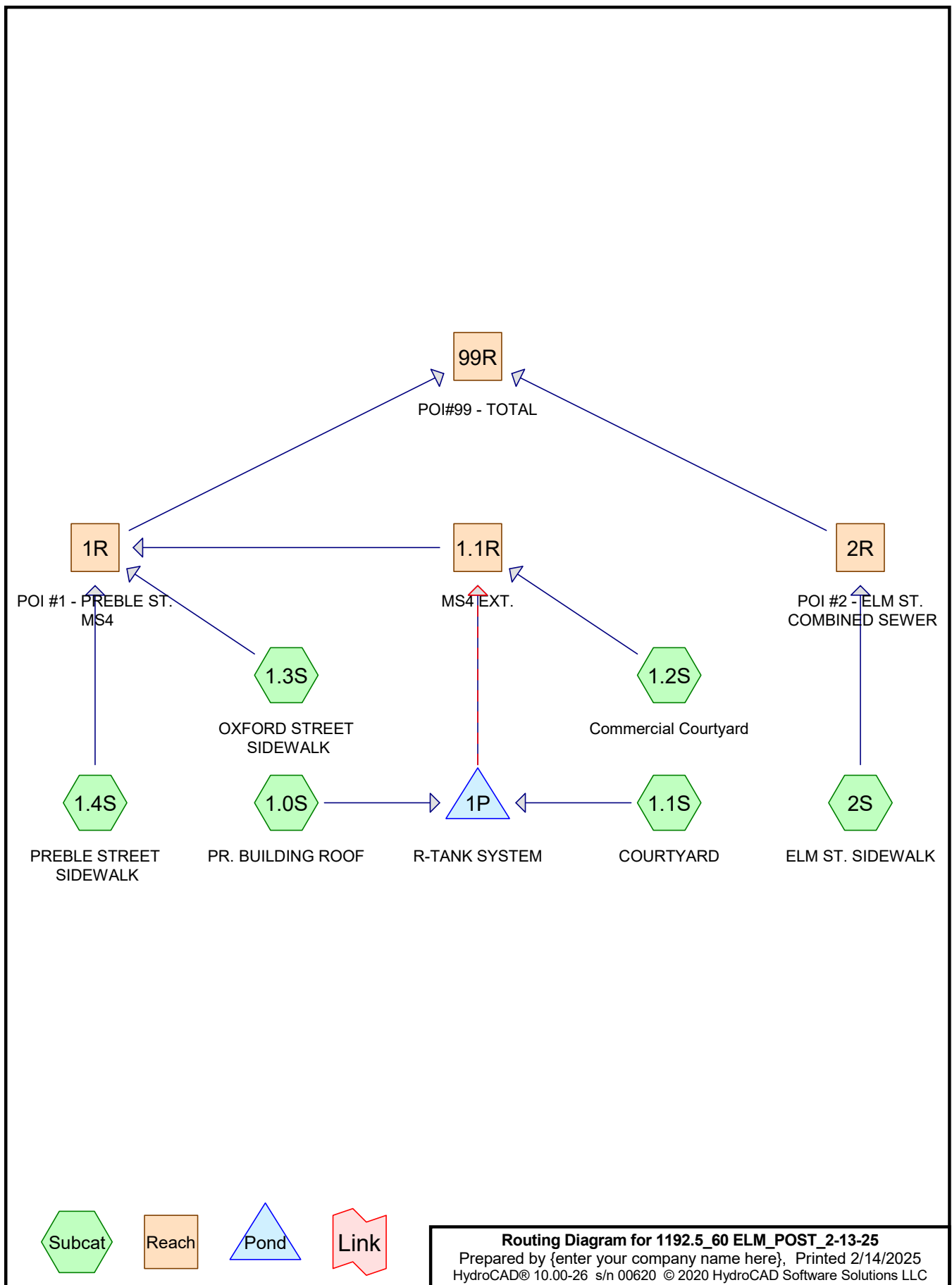


SECTION J

STORMWATER MANAGMENT REPORT

Attachment C: Post Development HydroCAD





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Page 2

Area Listing (all nodes)

Area (acres)	CN	Description (subcatchment-numbers)
0.012	69	50-75% Grass cover, Fair, HSG B (1.4S)
0.033	61	>75% Grass cover, Good, HSG B (1.1S, 1.3S, 1.4S, 2S)
0.431	98	PR. BUILDING ROOF (1.0S)
0.022	98	Patio/Pavers (1.2S)
0.004	98	Sidewalk (2S)
0.096	98	Unconnected pavement, HSG A (1.1S, 1.3S, 1.4S)
0.001	58	Woods/grass comb., Good, HSG B (1.1S)
0.599	95	TOTAL AREA

1192.5_60 ELM_POST_2-13-25

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Page 3

Soil Listing (all nodes)

Area (acres)	Soil Group	Subcatchment Numbers
0.096	HSG A	1.1S, 1.3S, 1.4S
0.047	HSG B	1.1S, 1.3S, 1.4S, 2S
0.000	HSG C	
0.000	HSG D	
0.457	Other	1.0S, 1.2S, 2S
0.599		TOTAL AREA

1192.5_60 ELM_POST_2-13-25

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Page 4

Ground Covers (all nodes)

HSG-A (acres)	HSG-B (acres)	HSG-C (acres)	HSG-D (acres)	Other (acres)	Total (acres)	Ground Cover	Subcatchment Numbers
0.000	0.012	0.000	0.000	0.000	0.012	50-75% Grass cover, Fair	1.4S
0.000	0.033	0.000	0.000	0.000	0.033	>75% Grass cover, Good	1.1S, 1.3S, 1.4S, 2S
0.000	0.000	0.000	0.000	0.431	0.431	PR. BUILDING ROOF	1.0S
0.000	0.000	0.000	0.000	0.022	0.022	Patio/Pavers	1.2S
0.000	0.000	0.000	0.000	0.004	0.004	Sidewalk	2S
0.096	0.000	0.000	0.000	0.000	0.096	Unconnected pavement	1.1S, 1.3S, 1.4S
0.000	0.001	0.000	0.000	0.000	0.001	Woods/grass comb., Good	1.1S
0.096	0.047	0.000	0.000	0.457	0.599	TOTAL AREA	

1192.5_60 ELM_POST_2-13-25

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Page 5

Pipe Listing (all nodes)

Line#	Node Number	In-Invert (feet)	Out-Invert (feet)	Length (feet)	Slope (ft/ft)	n	Diam/Width (inches)	Height (inches)	Inside-Fill (inches)
1	1.1R	0.00	-0.35	70.0	0.0050	0.012	12.0	0.0	0.0
2	1P	32.08	31.78	30.0	0.0100	0.011	12.0	0.0	0.0
3	1P	34.03	33.93	2.0	0.0500	0.010	4.0	0.0	0.0
4	1P	38.32	37.80	26.0	0.0200	0.011	8.0	0.0	0.0

1192.5_60 ELM_POST_2-13-25

Type II 24-hr 2-YR Rainfall=3.10"

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Page 6

Time span=0.00-48.00 hrs, dt=0.01 hrs, 4801 points

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1.0S: PR. BUILDING ROOF Runoff Area=18,779 sf 100.00% Impervious Runoff Depth=2.87"
Tc=6.0 min CN=98 Runoff=1.89 cfs 0.103 af

Subcatchment 1.1S: COURTYARD Runoff Area=3,438 sf 78.21% Impervious Runoff Depth=2.08"
Tc=6.0 min CN=90 Runoff=0.28 cfs 0.014 af

Subcatchment 1.2S: Commercial Courtyard Runoff Area=960 sf 100.00% Impervious Runoff Depth=2.87"
Tc=6.0 min CN=98 Runoff=0.10 cfs 0.005 af

Subcatchment 1.3S: OXFORD STREET Runoff Area=1,057 sf 89.03% Impervious Runoff Depth=2.45"
Tc=6.0 min CN=94 Runoff=0.10 cfs 0.005 af

Subcatchment 1.4S: PREBLE STREET Runoff Area=1,176 sf 45.75% Impervious Runoff Depth=1.39"
Tc=6.0 min CN=81 Runoff=0.07 cfs 0.003 af

Subcatchment 2S: ELM ST. SIDEWALK Runoff Area=690 sf 22.75% Impervious Runoff Depth=0.72"
Tc=6.0 min CN=69 Runoff=0.02 cfs 0.001 af

Reach 1.1R: MS4 EXT. Avg. Flow Depth=0.69' Max Vel=3.87 fps Inflow=2.24 cfs 0.107 af
12.0" Round Pipe n=0.012 L=70.0' S=0.0050 ' Capacity=2.73 cfs Outflow=2.23 cfs 0.107 af

Reach 1R: POI #1 - PREBLE ST. MS4 Inflow=2.39 cfs 0.115 af
Outflow=2.39 cfs 0.115 af

Reach 2R: POI #2 - ELM ST. COMBINED SEWER Inflow=0.02 cfs 0.001 af
Outflow=0.02 cfs 0.001 af

Reach 99R: POI#99 - TOTAL Inflow=2.41 cfs 0.116 af
Outflow=2.41 cfs 0.116 af

Pond 1P: R-TANK SYSTEM Peak Elev=39.33' Storage=2,105 cf Inflow=2.17 cfs 0.117 af
Discarded=0.00 cfs 0.000 af Primary=2.14 cfs 0.101 af Outflow=2.14 cfs 0.101 af

Total Runoff Area = 0.599 ac Runoff Volume = 0.131 af Average Runoff Depth = 2.62"
7.80% Pervious = 0.047 ac 92.20% Impervious = 0.552 ac

Summary for Subcatchment 1.0S: PR. BUILDING ROOF

Runoff = 1.89 cfs @ 11.97 hrs, Volume= 0.103 af, Depth= 2.87"

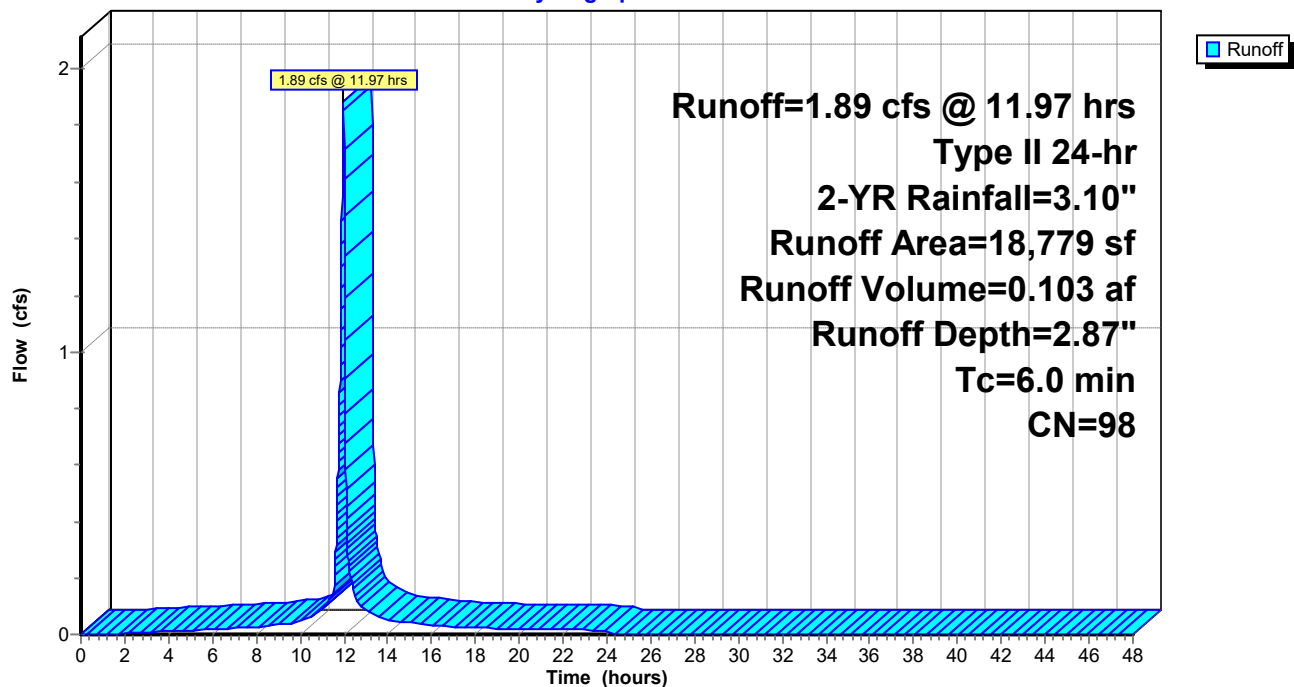
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Type II 24-hr 2-YR Rainfall=3.10"

Area (sf)	CN	Description
* 18,779	98	PR. BUILDING ROOF
18,779		100.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 1.0S: PR. BUILDING ROOF

Hydrograph



Summary for Subcatchment 1.1S: COURTYARD

Runoff = 0.28 cfs @ 11.97 hrs, Volume= 0.014 af, Depth= 2.08"

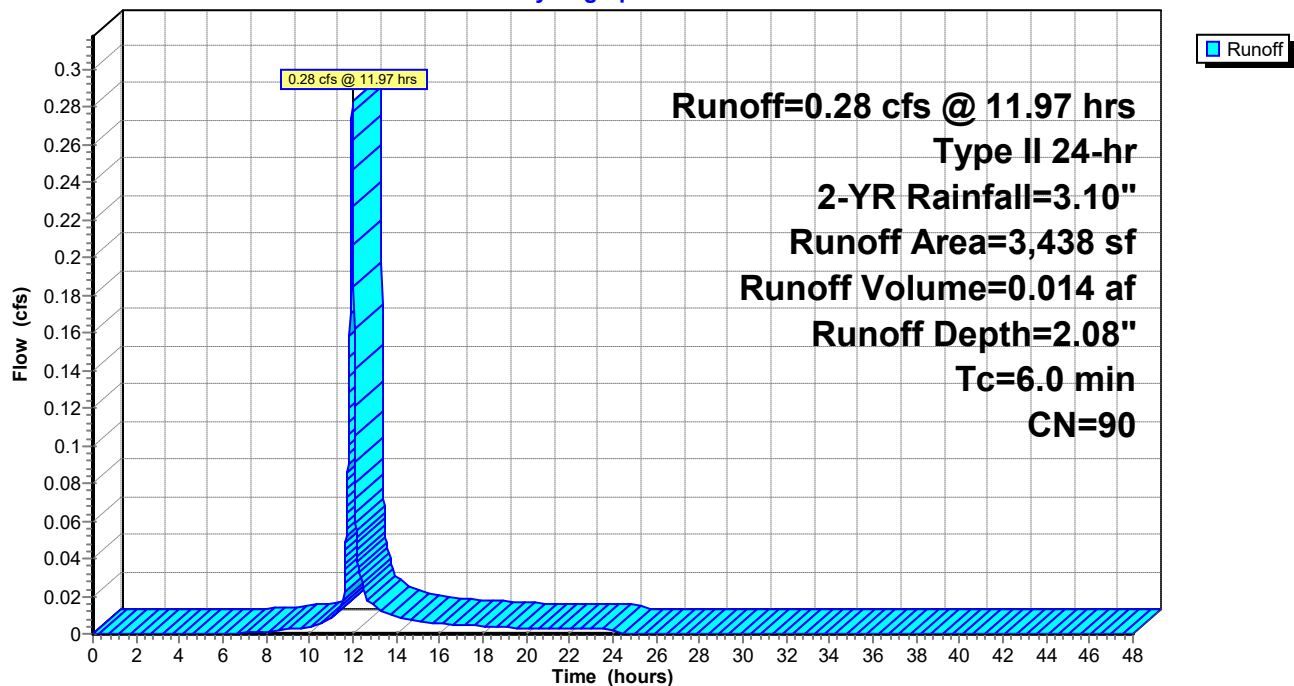
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Type II 24-hr 2-YR Rainfall=3.10"

Area (sf)	CN	Description
2,689	98	Unconnected pavement, HSG A
689	61	>75% Grass cover, Good, HSG B
60	58	Woods/grass comb., Good, HSG B
3,438	90	Weighted Average
749		21.79% Pervious Area
2,689		78.21% Impervious Area
2,689		100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 1.1S: COURTYARD

Hydrograph



Summary for Subcatchment 1.2S: Commercial Courtyard

Runoff = 0.10 cfs @ 11.97 hrs, Volume= 0.005 af, Depth= 2.87"

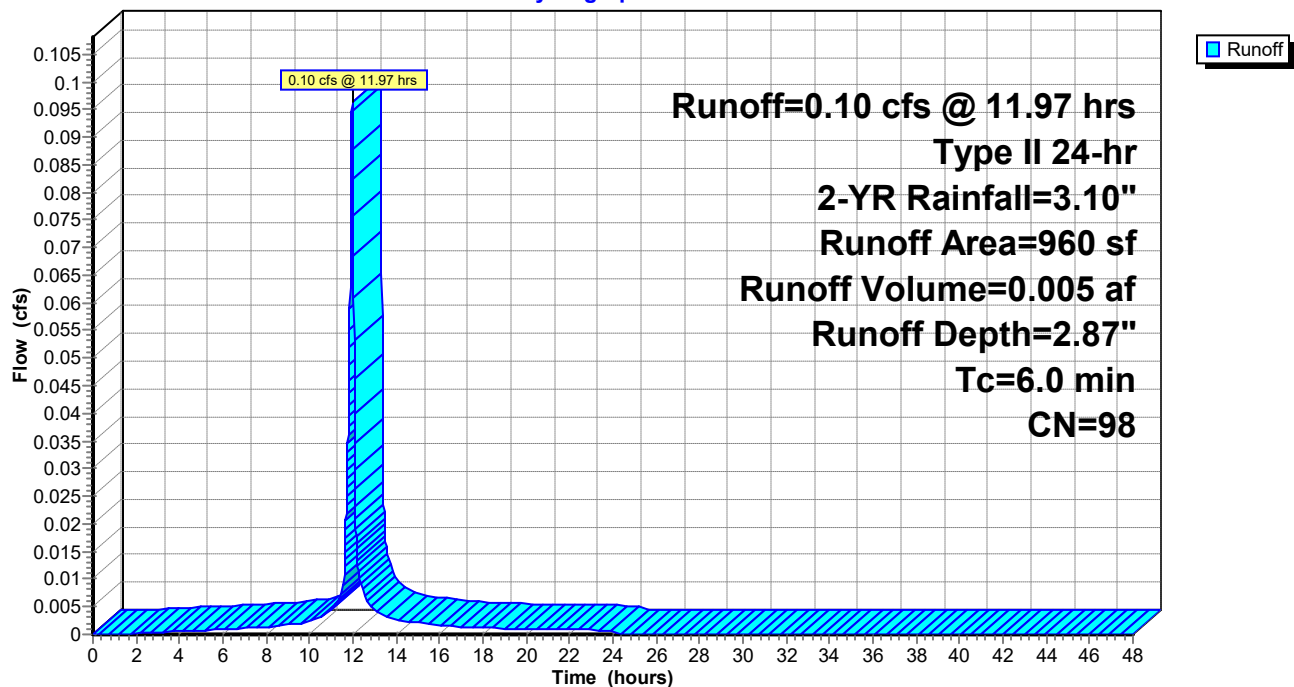
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Type II 24-hr 2-YR Rainfall=3.10"

Area (sf)	CN	Description
* 960	98	Patio/Pavers
960		100.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 1.2S: Commercial Courtyard

Hydrograph



Summary for Subcatchment 1.3S: OXFORD STREET SIDEWALK

Runoff = 0.10 cfs @ 11.97 hrs, Volume= 0.005 af, Depth= 2.45"

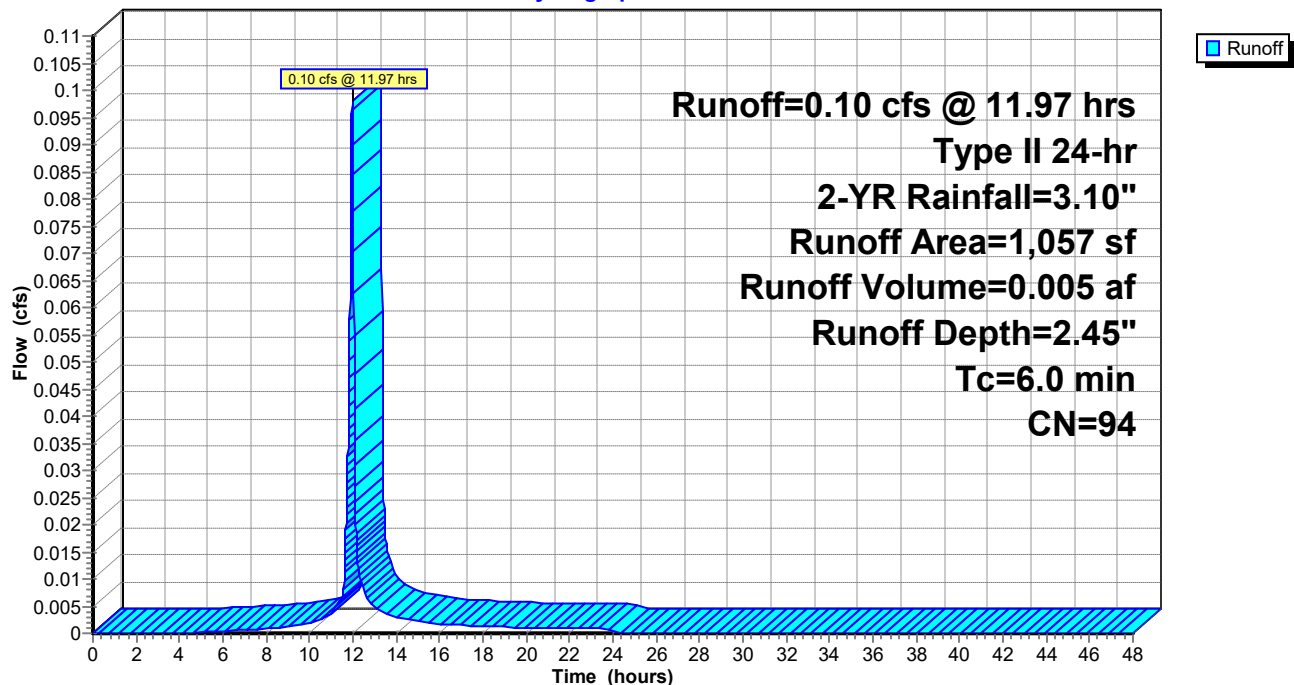
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Type II 24-hr 2-YR Rainfall=3.10"

Area (sf)	CN	Description
941	98	Unconnected pavement, HSG A
116	61	>75% Grass cover, Good, HSG B
1,057	94	Weighted Average
116		10.97% Pervious Area
941		89.03% Impervious Area
941		100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 1.3S: OXFORD STREET SIDEWALK

Hydrograph



Summary for Subcatchment 1.4S: PREBLE STREET SIDEWALK

Runoff = 0.07 cfs @ 11.98 hrs, Volume= 0.003 af, Depth= 1.39"

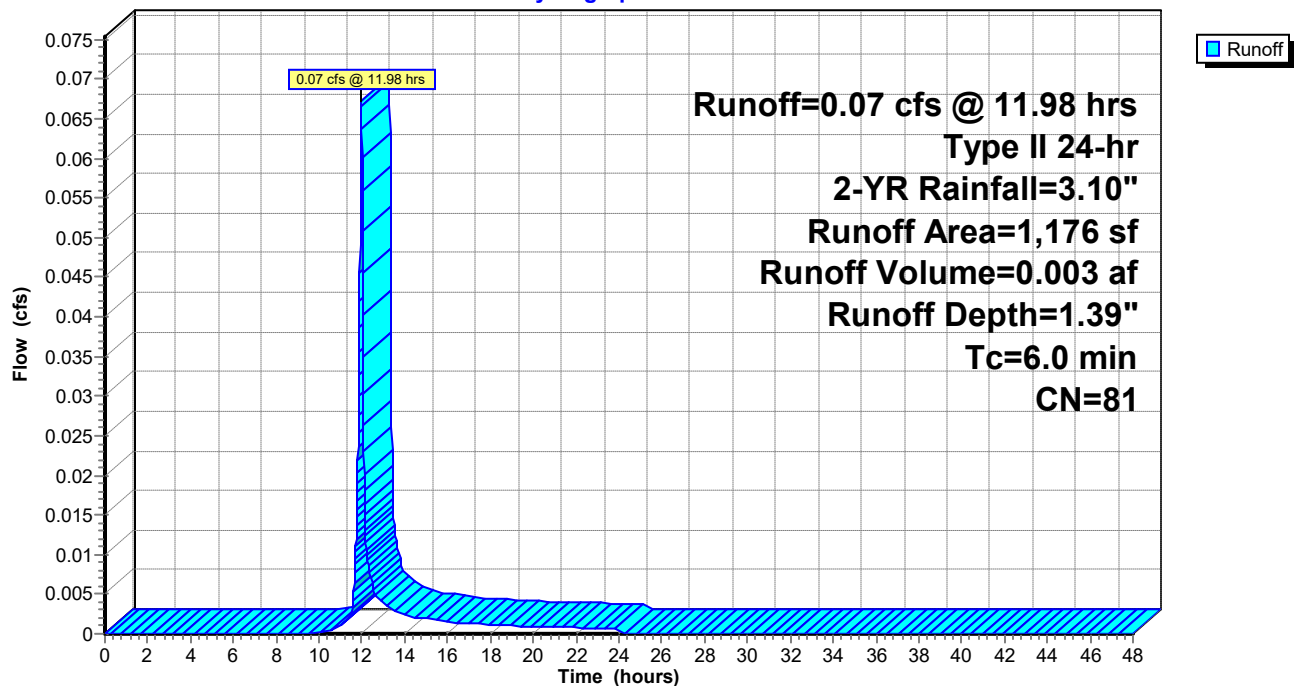
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Type II 24-hr 2-YR Rainfall=3.10"

Area (sf)	CN	Description
538	98	Unconnected pavement, HSG A
525	69	50-75% Grass cover, Fair, HSG B
113	61	>75% Grass cover, Good, HSG B
1,176	81	Weighted Average
638		54.25% Pervious Area
538		45.75% Impervious Area
538		100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 1.4S: PREBLE STREET SIDEWALK

Hydrograph



Summary for Subcatchment 2S: ELM ST. SIDEWALK

Runoff = 0.02 cfs @ 11.98 hrs, Volume= 0.001 af, Depth= 0.72"

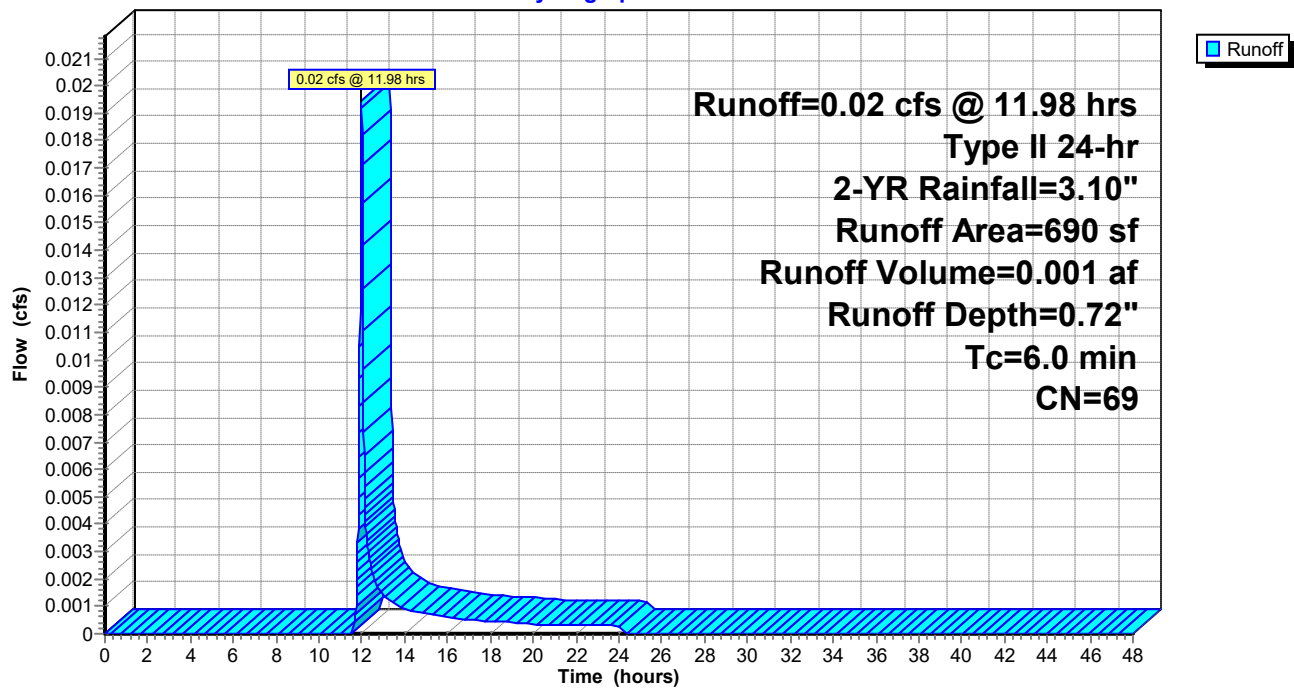
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Type II 24-hr 2-YR Rainfall=3.10"

	Area (sf)	CN	Description
*	157	98	Sidewalk
	533	61	>75% Grass cover, Good, HSG B
	690	69	Weighted Average
	533		77.25% Pervious Area
	157		22.75% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 2S: ELM ST. SIDEWALK

Hydrograph



Summary for Reach 1.1R: MS4 EXT.

Inflow Area = 0.532 ac, 96.77% Impervious, Inflow Depth > 2.41" for 2-YR event
 Inflow = 2.24 cfs @ 11.98 hrs, Volume= 0.107 af
 Outflow = 2.23 cfs @ 11.99 hrs, Volume= 0.107 af, Atten= 0%, Lag= 0.6 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs

Max. Velocity= 3.87 fps, Min. Travel Time= 0.3 min

Avg. Velocity = 0.99 fps, Avg. Travel Time= 1.2 min

Peak Storage= 40 cf @ 11.99 hrs

Average Depth at Peak Storage= 0.69'

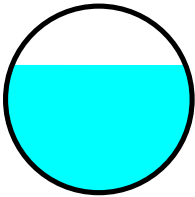
Bank-Full Depth= 1.00' Flow Area= 0.8 sf, Capacity= 2.73 cfs

12.0" Round Pipe

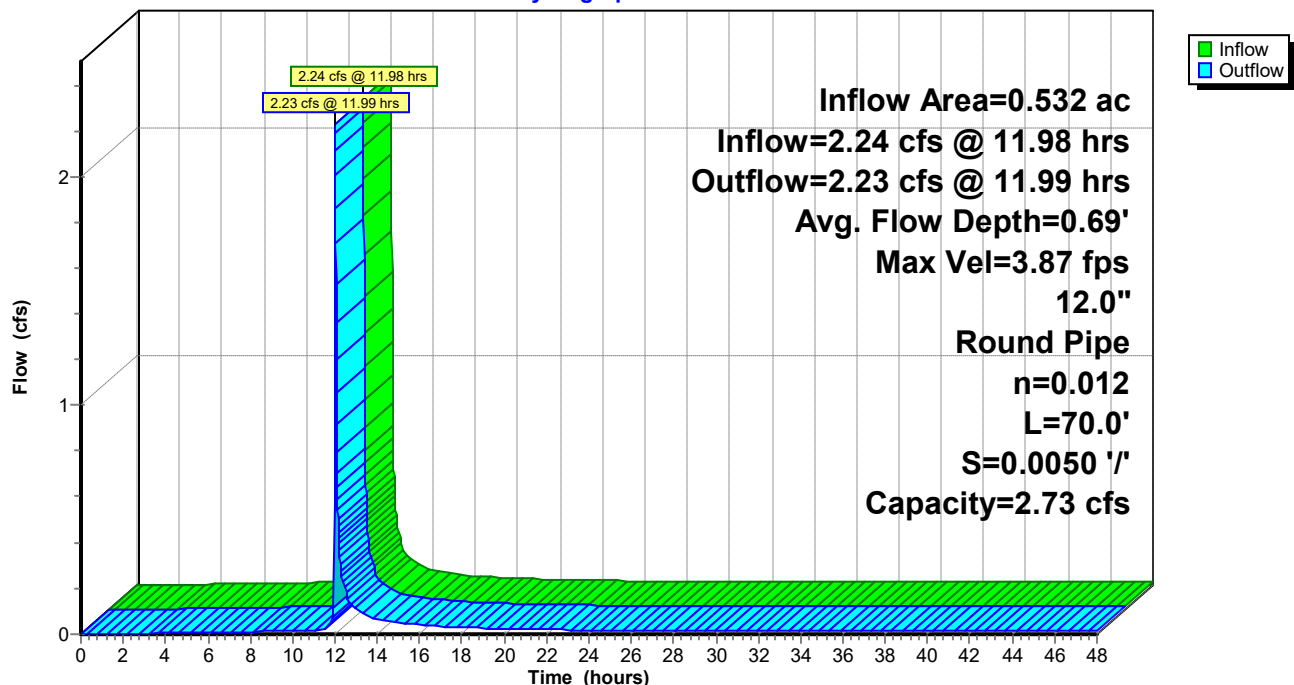
n= 0.012 Corrugated PP, smooth interior

Length= 70.0' Slope= 0.0050 '/'

Inlet Invert= 0.00', Outlet Invert= -0.35'

**Reach 1.1R: MS4 EXT.**

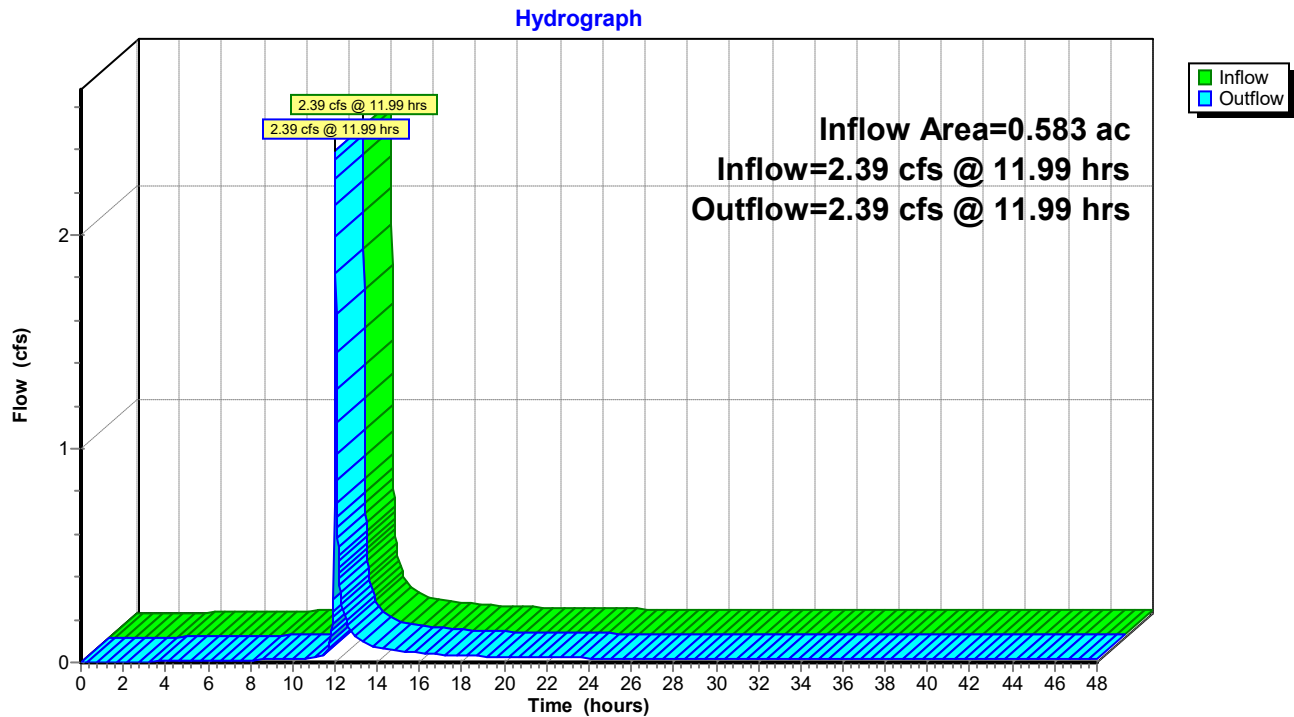
Hydrograph



Summary for Reach 1R: POI #1 - PREBLE ST. MS4

Inflow Area = 0.583 ac, 94.09% Impervious, Inflow Depth > 2.36" for 2-YR event
Inflow = 2.39 cfs @ 11.99 hrs, Volume= 0.115 af
Outflow = 2.39 cfs @ 11.99 hrs, Volume= 0.115 af, Atten= 0%, Lag= 0.0 min

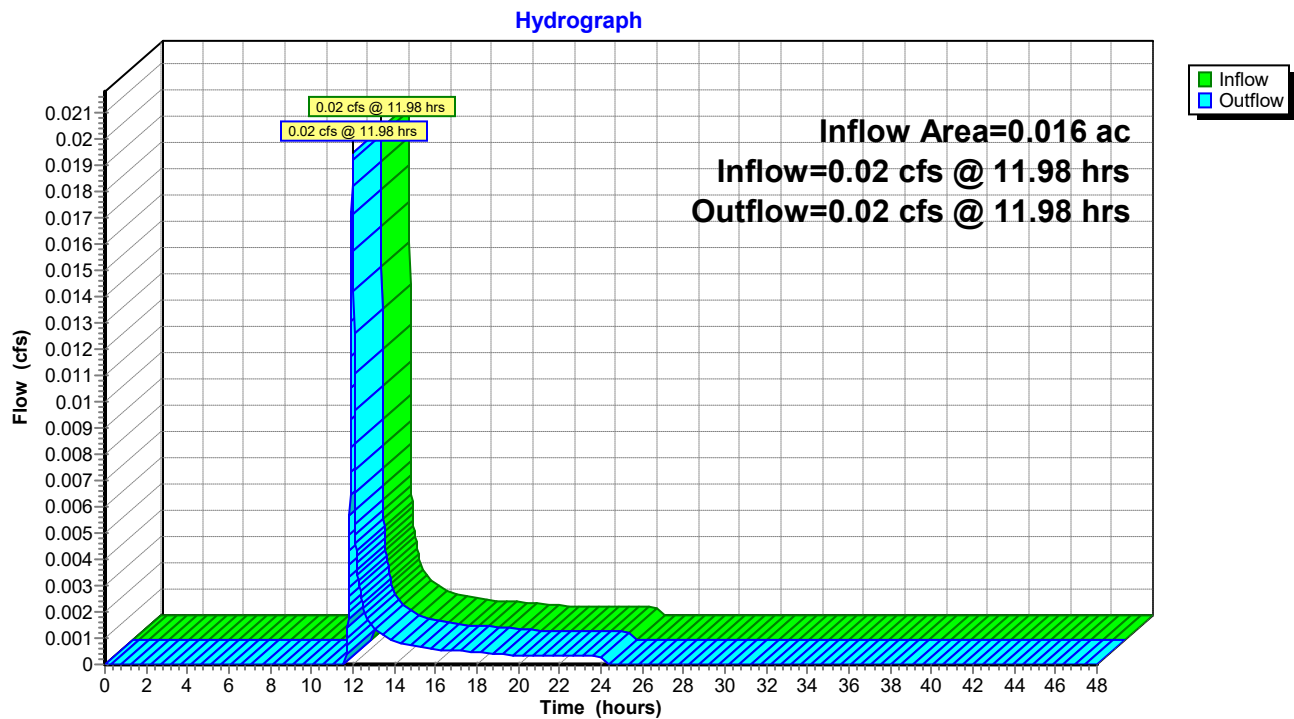
Routing by Stor-Ind+Trans method, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs

Reach 1R: POI #1 - PREBLE ST. MS4

Summary for Reach 2R: POI #2 - ELM ST. COMBINED SEWER

Inflow Area = 0.016 ac, 22.75% Impervious, Inflow Depth = 0.72" for 2-YR event
Inflow = 0.02 cfs @ 11.98 hrs, Volume= 0.001 af
Outflow = 0.02 cfs @ 11.98 hrs, Volume= 0.001 af, Atten= 0%, Lag= 0.0 min

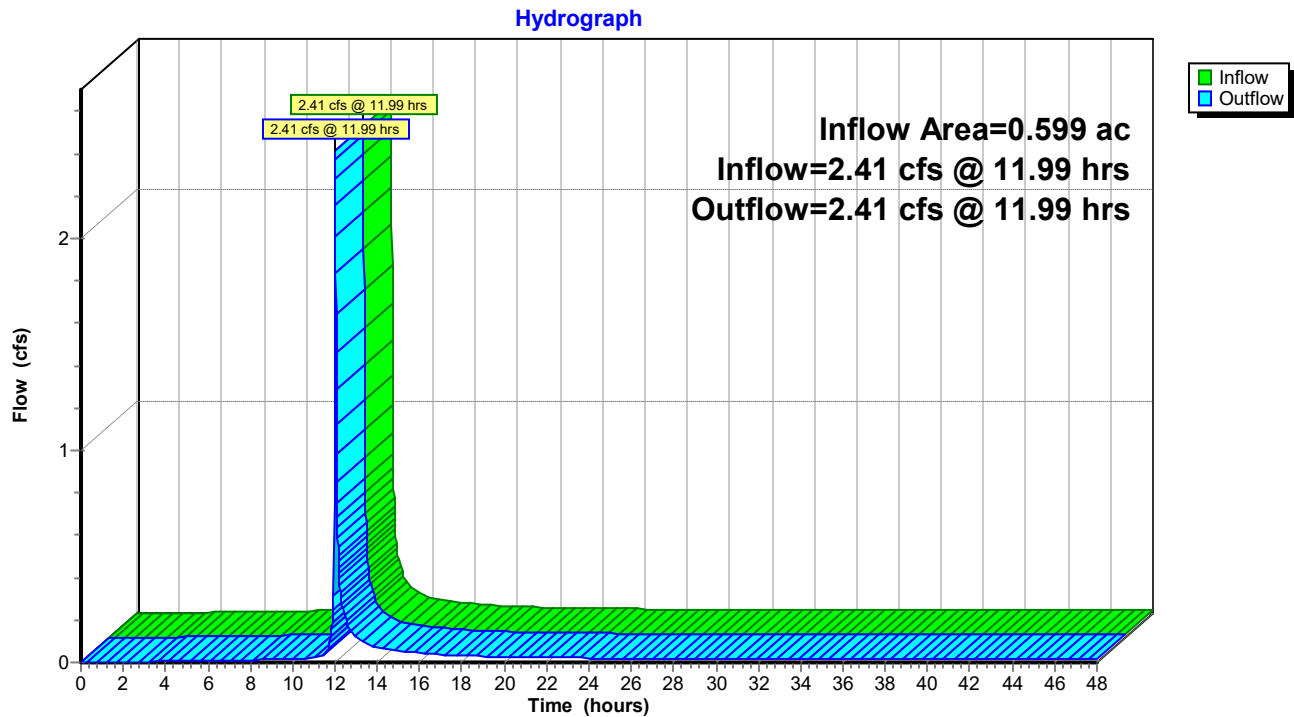
Routing by Stor-Ind+Trans method, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs

Reach 2R: POI #2 - ELM ST. COMBINED SEWER

Summary for Reach 99R: POI#99 - TOTAL

Inflow Area = 0.599 ac, 92.20% Impervious, Inflow Depth > 2.32" for 2-YR event
Inflow = 2.41 cfs @ 11.99 hrs, Volume= 0.116 af
Outflow = 2.41 cfs @ 11.99 hrs, Volume= 0.116 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs

Reach 99R: POI#99 - TOTAL

Summary for Pond 1P: R-TANK SYSTEM

Inflow Area = 0.510 ac, 96.63% Impervious, Inflow Depth = 2.75" for 2-YR event
 Inflow = 2.17 cfs @ 11.97 hrs, Volume= 0.117 af
 Outflow = 2.14 cfs @ 11.98 hrs, Volume= 0.101 af, Atten= 1%, Lag= 0.9 min
 Discarded = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af
 Primary = 2.14 cfs @ 11.98 hrs, Volume= 0.101 af

Routing by Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
 Peak Elev= 39.33' @ 11.98 hrs Surf.Area= 562 sf Storage= 2,105 cf

Plug-Flow detention time= 525.1 min calculated for 0.101 af (87% of inflow)
 Center-of-Mass det. time= 462.1 min (1,221.4 - 759.3)

Volume	Invert	Avail.Storage	Storage Description
#1B	33.95'	742 cf	22.37'W x 25.11'L x 6.20'H Field B 3,483 cf Overall - 1,629 cf Embedded = 1,854 cf x 40.0% Voids
#2B	34.95'	1,547 cf	ACF R-Tank HD 3 x 126 Inside #1 Inside= 15.7"W x 50.4"H => 5.24 sf x 2.35'L = 12.3 cf Outside= 15.7"W x 50.4"H => 5.51 sf x 2.35'L = 12.9 cf 126 Chambers in 14 Rows
#3	44.10'	205 cf	RTANK OVERFLOWS (Prismatic) Listed below (Recalc) x 2
		2,494 cf	Total Available Storage

Storage Group B created with Chamber Wizard

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
44.10	25	0	0
44.30	1,000	102	102

Device	Routing	Invert	Outlet Devices
#1	Primary	32.08'	12.0" Round 12" SD L= 30.0' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 32.08' / 31.78' S= 0.0100 '/' Cc= 0.900 n= 0.011 PVC, smooth interior, Flow Area= 0.79 sf
#2	Device 1	33.26'	STORM FILTER MH X 4.00 0.270" Diameter, C= 0.600, 0.263" Trickle Diameter Starts@34.76'
#3	Device 2	34.03'	4.0" Round RTANK 4" UD TO SF. L= 2.0' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 34.03' / 33.93' S= 0.0500 '/' Cc= 0.900 n= 0.010 PVC, smooth interior, Flow Area= 0.09 sf
#4	Device 1	39.00'	4.0' long x 0.7' breadth OCS WEIR WALL Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 Coef. (English) 2.76 2.82 2.93 3.09 3.18 3.22 3.27 3.30 3.32 3.31 3.32
#5	Device 4	38.32'	8.0" Round RTANK 8" OVERFLOWS X 3.00 L= 26.0' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 38.32' / 37.80' S= 0.0200 '/' Cc= 0.900 n= 0.011, Flow Area= 0.35 sf

1192.5_60 ELM_POST_2-13-25

Type II 24-hr 2-YR Rainfall=3.10"

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Page 18

#6 Discarded 44.25' **10.0' long x 5.0' breadth SF PONDING**
Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00
2.50 3.00 3.50 4.00 4.50 5.00 5.50
Coef. (English) 2.34 2.50 2.70 2.68 2.68 2.66 2.65 2.65 2.65
2.65 2.67 2.66 2.68 2.70 2.74 2.79 2.88

Discarded OutFlow Max=0.00 cfs @ 0.00 hrs HW=33.95' (Free Discharge)
↑ **6=SF PONDING** (Controls 0.00 cfs)

Primary OutFlow Max=2.12 cfs @ 11.98 hrs HW=39.33' (Free Discharge)
↑ **1=12" SD** (Passes 2.12 cfs of 7.76 cfs potential flow)
↑ **2=STORM FILTER MH** (Orifice Controls 0.02 cfs @ 11.86 fps)
↑ **3=RTANK 4" UD TO SF.** (Passes 0.02 cfs of 0.75 cfs potential flow)
↑ **4=OCS WEIR WALL** (Weir Controls 2.11 cfs @ 1.60 fps)
↑ **5=RTANK 8" OVERFLOWS** (Passes 2.11 cfs of 2.28 cfs potential flow)

Pond 1P: R-TANK SYSTEM - Chamber Wizard Field B**Chamber Model = ACF R-Tank HD 3 (ACF Environmental R-Tank HD)**

Inside= 15.7"W x 50.4"H => 5.24 sf x 2.35'L = 12.3 cf

Outside= 15.7"W x 50.4"H => 5.51 sf x 2.35'L = 12.9 cf

9 Chambers/Row x 2.35' Long = 21.11' Row Length +24.0" End Stone x 2 = 25.11' Base Length

14 Rows x 15.7" Wide + 24.0" Side Stone x 2 = 22.37' Base Width

12.0" Base + 50.4" Chamber Height + 12.0" Cover = 6.20' Field Height

126 Chambers x 12.3 cf = 1,547.5 cf Chamber Storage

126 Chambers x 12.9 cf = 1,628.9 cf Displacement

3,483.0 cf Field - 1,628.9 cf Chambers = 1,854.1 cf Stone x 40.0% Voids = 741.6 cf Stone Storage

Chamber Storage + Stone Storage = 2,289.1 cf = 0.053 af

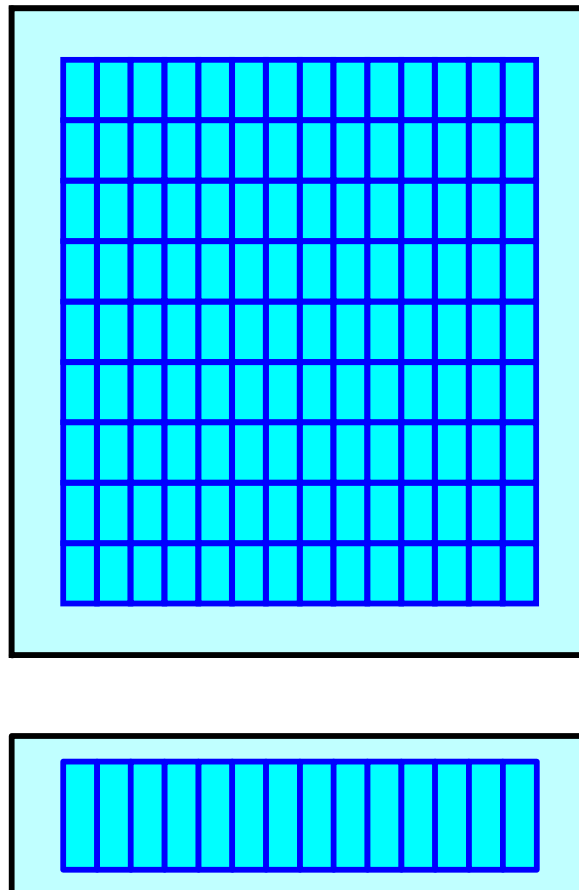
Overall Storage Efficiency = 65.7%

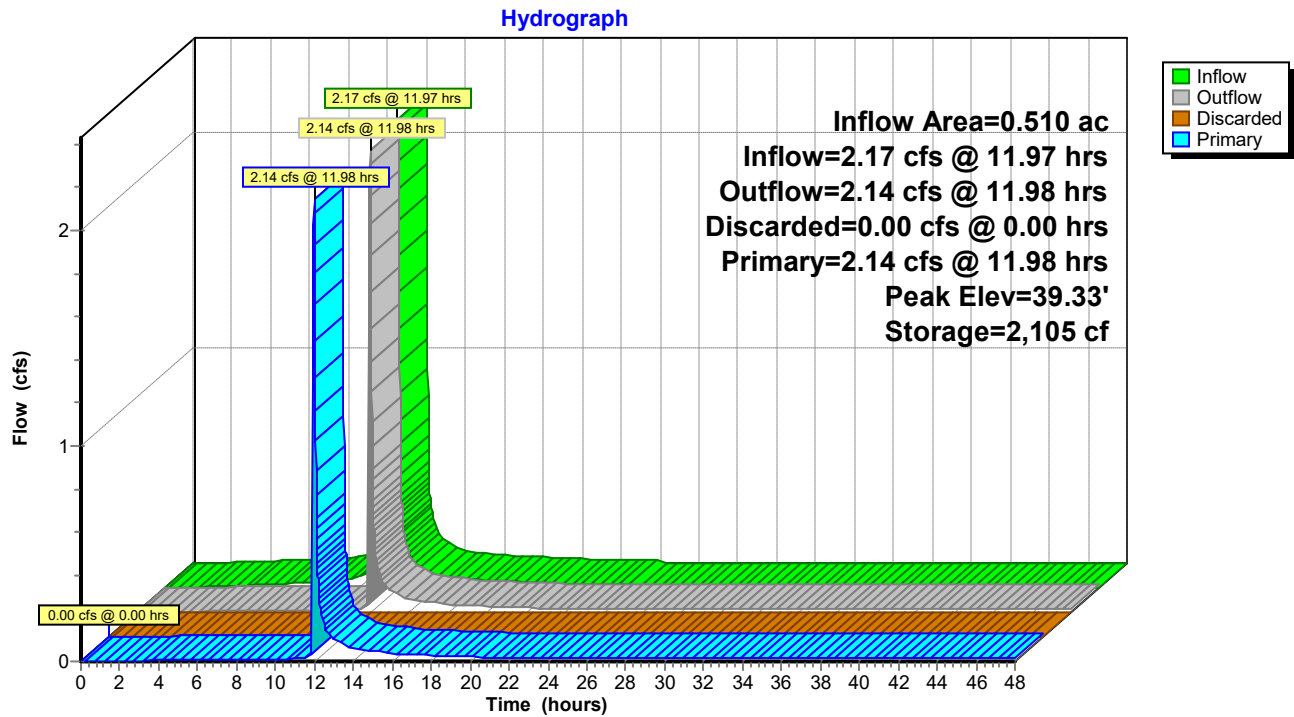
Overall System Size = 25.11' x 22.37' x 6.20'

126 Chambers

129.0 cy Field

68.7 cy Stone



Pond 1P: R-TANK SYSTEM

1192.5_60 ELM_POST_2-13-25*Type II 24-hr 10-YR Rainfall=4.60"*

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Page 21

Time span=0.00-48.00 hrs, dt=0.01 hrs, 4801 points

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1.0S: PR. BUILDING ROOF Runoff Area=18,779 sf 100.00% Impervious Runoff Depth=4.36"
Tc=6.0 min CN=98 Runoff=2.82 cfs 0.157 af

Subcatchment 1.1S: COURTYARD Runoff Area=3,438 sf 78.21% Impervious Runoff Depth=3.49"
Tc=6.0 min CN=90 Runoff=0.46 cfs 0.023 af

Subcatchment 1.2S: Commercial Courtyard Runoff Area=960 sf 100.00% Impervious Runoff Depth=4.36"
Tc=6.0 min CN=98 Runoff=0.14 cfs 0.008 af

Subcatchment 1.3S: OXFORD STREET Runoff Area=1,057 sf 89.03% Impervious Runoff Depth=3.91"
Tc=6.0 min CN=94 Runoff=0.15 cfs 0.008 af

Subcatchment 1.4S: PREBLE STREET Runoff Area=1,176 sf 45.75% Impervious Runoff Depth=2.63"
Tc=6.0 min CN=81 Runoff=0.13 cfs 0.006 af

Subcatchment 2S: ELM ST. SIDEWALK Runoff Area=690 sf 22.75% Impervious Runoff Depth=1.67"
Tc=6.0 min CN=69 Runoff=0.05 cfs 0.002 af

Reach 1.1R: MS4 EXT. Avg. Flow Depth=1.00' Max Vel=3.96 fps Inflow=3.32 cfs 0.172 af
12.0" Round Pipe n=0.012 L=70.0' S=0.0050 ' Capacity=2.73 cfs Outflow=2.87 cfs 0.172 af

Reach 1R: POI #1 - PREBLE ST. MS4 Inflow=3.13 cfs 0.186 af
Outflow=3.13 cfs 0.186 af

Reach 2R: POI #2 - ELM ST. COMBINED SEWER Inflow=0.05 cfs 0.002 af
Outflow=0.05 cfs 0.002 af

Reach 99R: POI#99 - TOTAL Inflow=3.17 cfs 0.188 af
Outflow=3.17 cfs 0.188 af

Pond 1P: R-TANK SYSTEM Peak Elev=39.63' Storage=2,173 cf Inflow=3.28 cfs 0.180 af
Discarded=0.00 cfs 0.000 af Primary=3.18 cfs 0.164 af Outflow=3.18 cfs 0.164 af

Total Runoff Area = 0.599 ac Runoff Volume = 0.204 af Average Runoff Depth = 4.08"
7.80% Pervious = 0.047 ac 92.20% Impervious = 0.552 ac

Summary for Subcatchment 1.0S: PR. BUILDING ROOF

Runoff = 2.82 cfs @ 11.97 hrs, Volume= 0.157 af, Depth= 4.36"

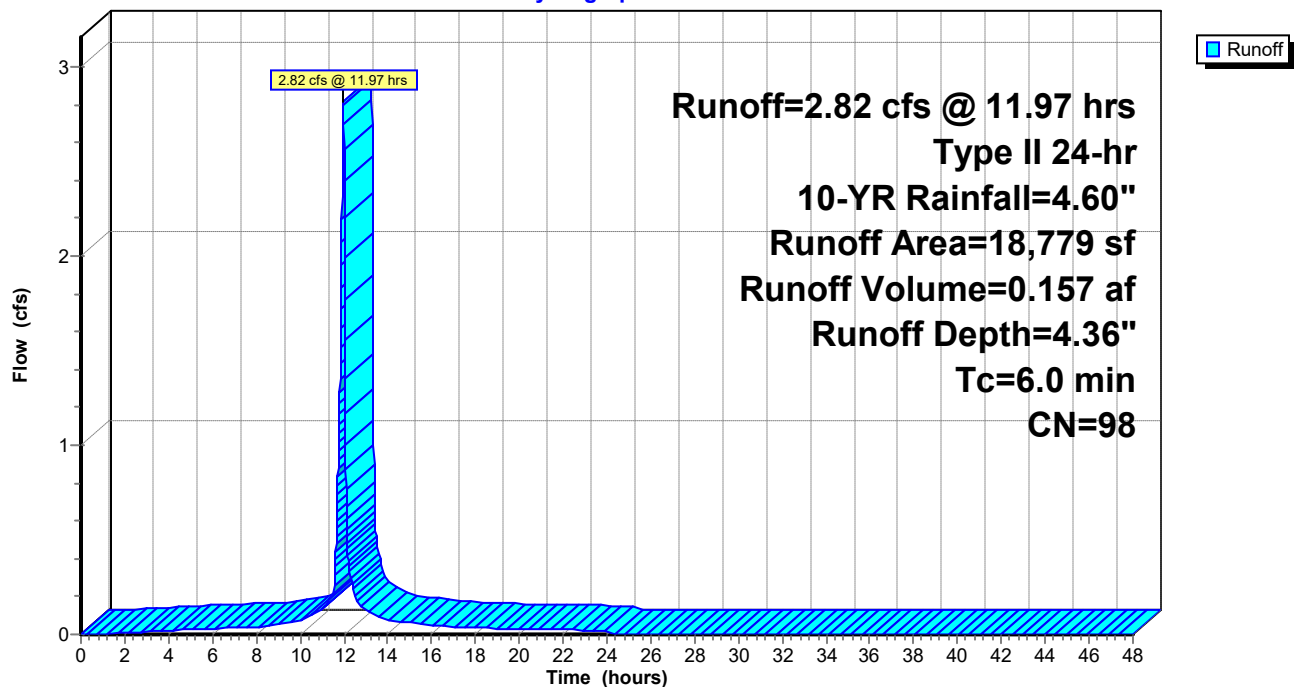
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Type II 24-hr 10-YR Rainfall=4.60"

Area (sf)	CN	Description
* 18,779	98	PR. BUILDING ROOF
18,779		100.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 1.0S: PR. BUILDING ROOF

Hydrograph



Summary for Subcatchment 1.1S: COURTYARD

Runoff = 0.46 cfs @ 11.97 hrs, Volume= 0.023 af, Depth= 3.49"

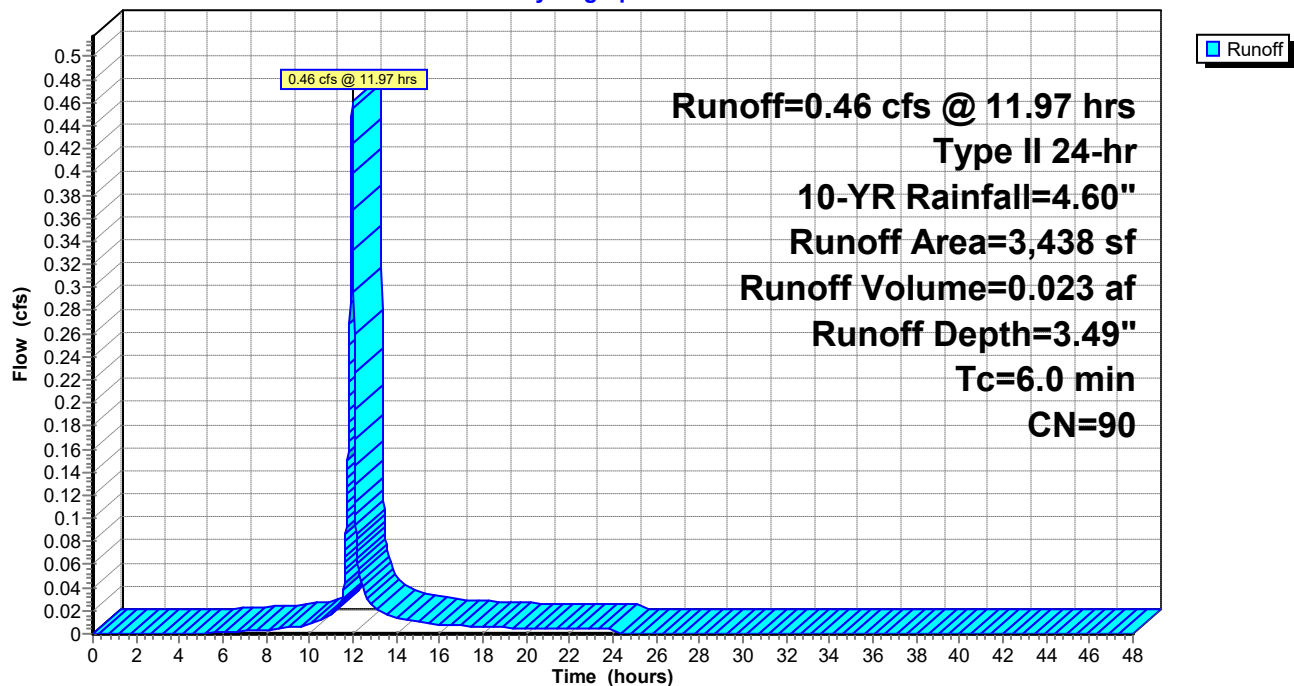
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Type II 24-hr 10-YR Rainfall=4.60"

Area (sf)	CN	Description
2,689	98	Unconnected pavement, HSG A
689	61	>75% Grass cover, Good, HSG B
60	58	Woods/grass comb., Good, HSG B
3,438	90	Weighted Average
749		21.79% Pervious Area
2,689		78.21% Impervious Area
2,689		100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 1.1S: COURTYARD

Hydrograph



Summary for Subcatchment 1.2S: Commercial Courtyard

Runoff = 0.14 cfs @ 11.97 hrs, Volume= 0.008 af, Depth= 4.36"

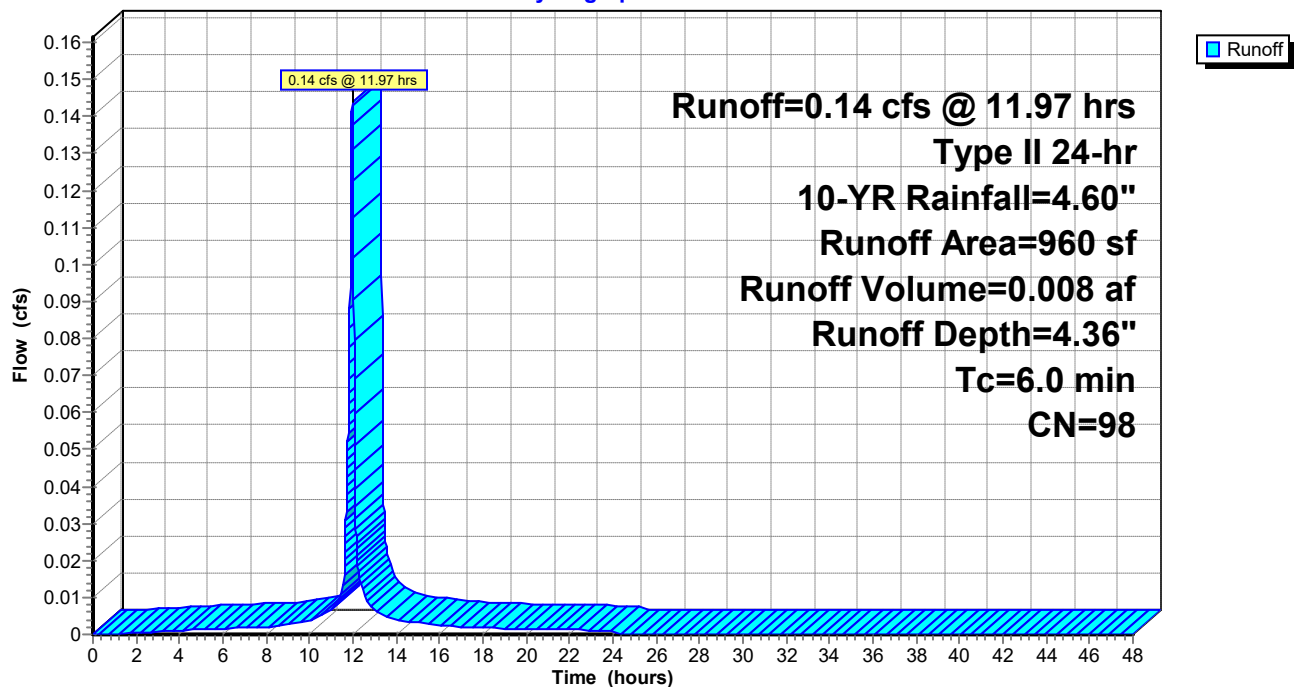
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Type II 24-hr 10-YR Rainfall=4.60"

Area (sf)	CN	Description
* 960	98	Patio/Pavers
960		100.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 1.2S: Commercial Courtyard

Hydrograph



Summary for Subcatchment 1.3S: OXFORD STREET SIDEWALK

Runoff = 0.15 cfs @ 11.97 hrs, Volume= 0.008 af, Depth= 3.91"

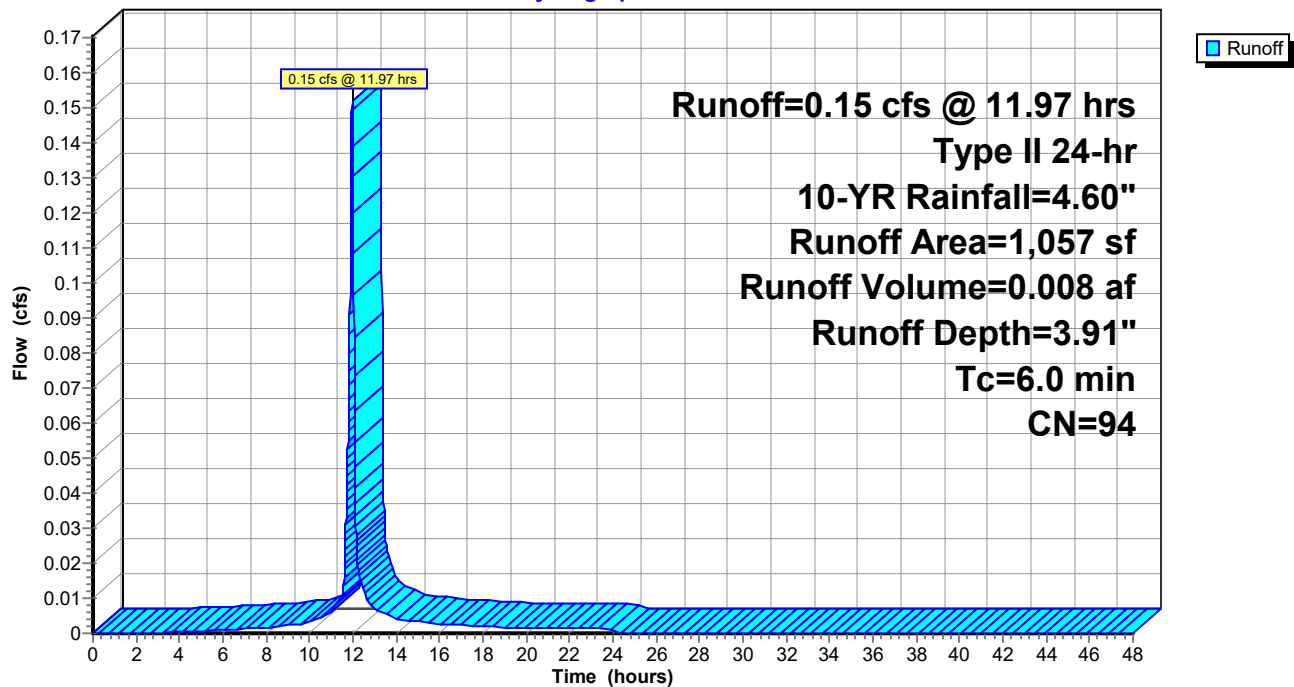
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Type II 24-hr 10-YR Rainfall=4.60"

Area (sf)	CN	Description
941	98	Unconnected pavement, HSG A
116	61	>75% Grass cover, Good, HSG B
1,057	94	Weighted Average
116		10.97% Pervious Area
941		89.03% Impervious Area
941		100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 1.3S: OXFORD STREET SIDEWALK

Hydrograph



Summary for Subcatchment 1.4S: PREBLE STREET SIDEWALK

Runoff = 0.13 cfs @ 11.97 hrs, Volume= 0.006 af, Depth= 2.63"

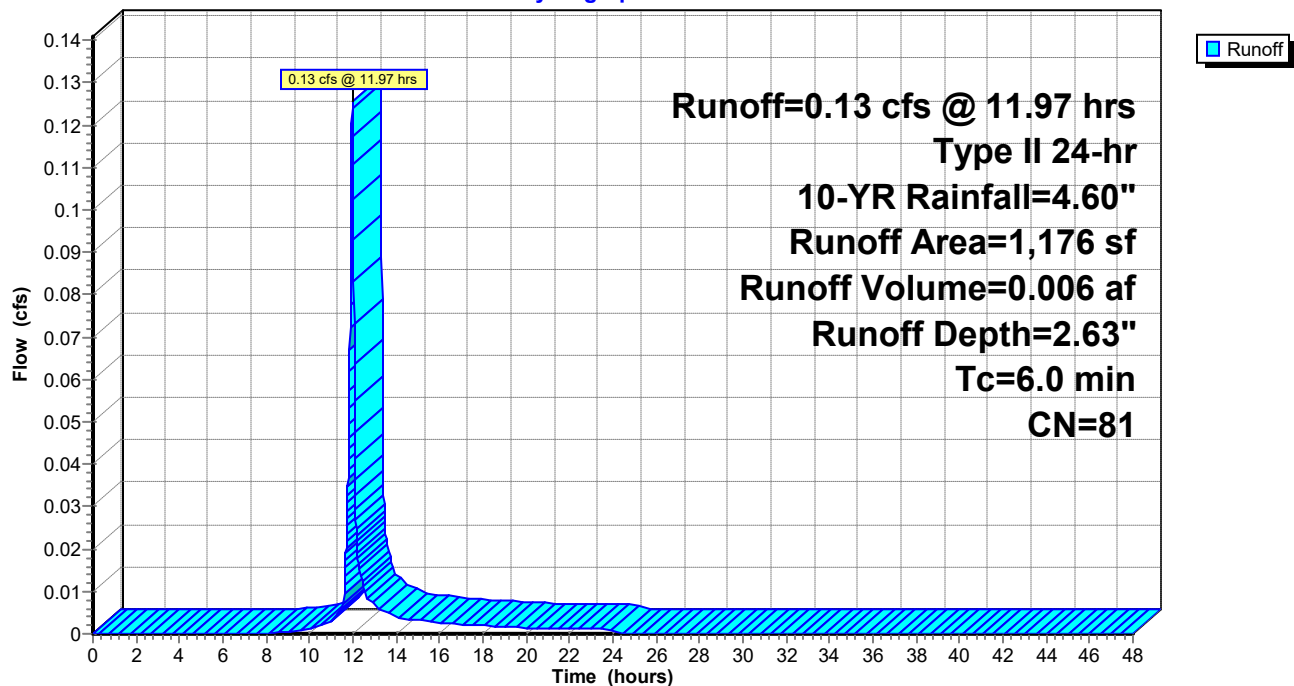
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Type II 24-hr 10-YR Rainfall=4.60"

Area (sf)	CN	Description
538	98	Unconnected pavement, HSG A
525	69	50-75% Grass cover, Fair, HSG B
113	61	>75% Grass cover, Good, HSG B
1,176	81	Weighted Average
638		54.25% Pervious Area
538		45.75% Impervious Area
538		100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 1.4S: PREBLE STREET SIDEWALK

Hydrograph



Summary for Subcatchment 2S: ELM ST. SIDEWALK

Runoff = 0.05 cfs @ 11.98 hrs, Volume= 0.002 af, Depth= 1.67"

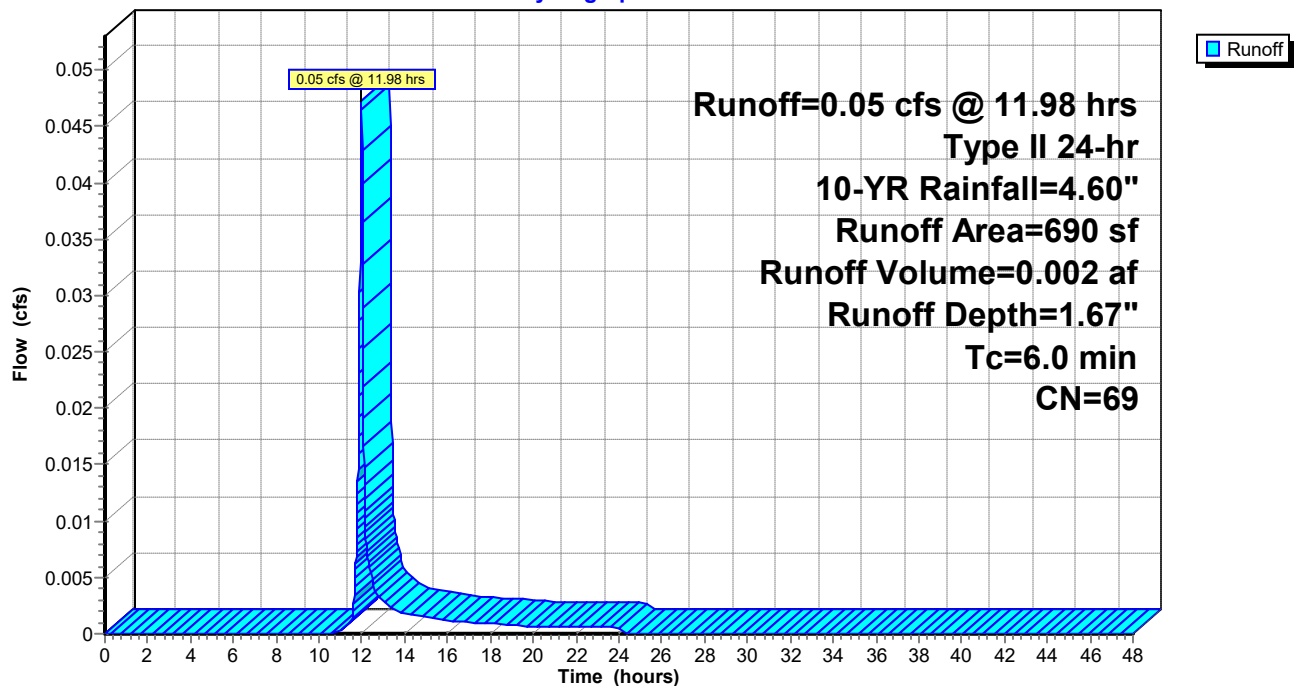
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Type II 24-hr 10-YR Rainfall=4.60"

	Area (sf)	CN	Description
*	157	98	Sidewalk
	533	61	>75% Grass cover, Good, HSG B
	690	69	Weighted Average
	533		77.25% Pervious Area
	157		22.75% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 2S: ELM ST. SIDEWALK

Hydrograph



Summary for Reach 1.1R: MS4 EXT.

Inflow Area = 0.532 ac, 96.77% Impervious, Inflow Depth > 3.89" for 10-YR event
 Inflow = 3.32 cfs @ 11.99 hrs, Volume= 0.172 af
 Outflow = 2.87 cfs @ 11.94 hrs, Volume= 0.172 af, Atten= 14%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs

Max. Velocity= 3.96 fps, Min. Travel Time= 0.3 min

Avg. Velocity= 1.05 fps, Avg. Travel Time= 1.1 min

Peak Storage= 55 cf @ 11.95 hrs

Average Depth at Peak Storage= 1.00'

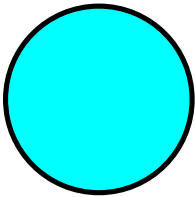
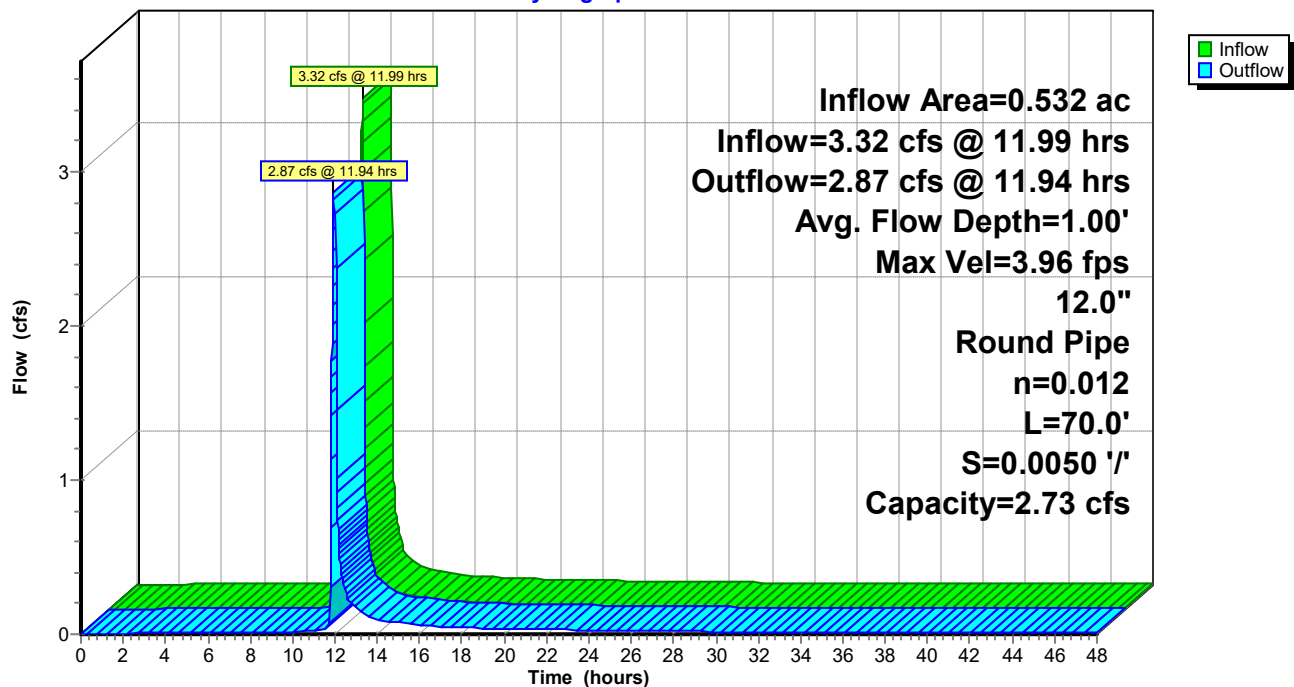
Bank-Full Depth= 1.00' Flow Area= 0.8 sf, Capacity= 2.73 cfs

12.0" Round Pipe

n= 0.012 Corrugated PP, smooth interior

Length= 70.0' Slope= 0.0050 '/'

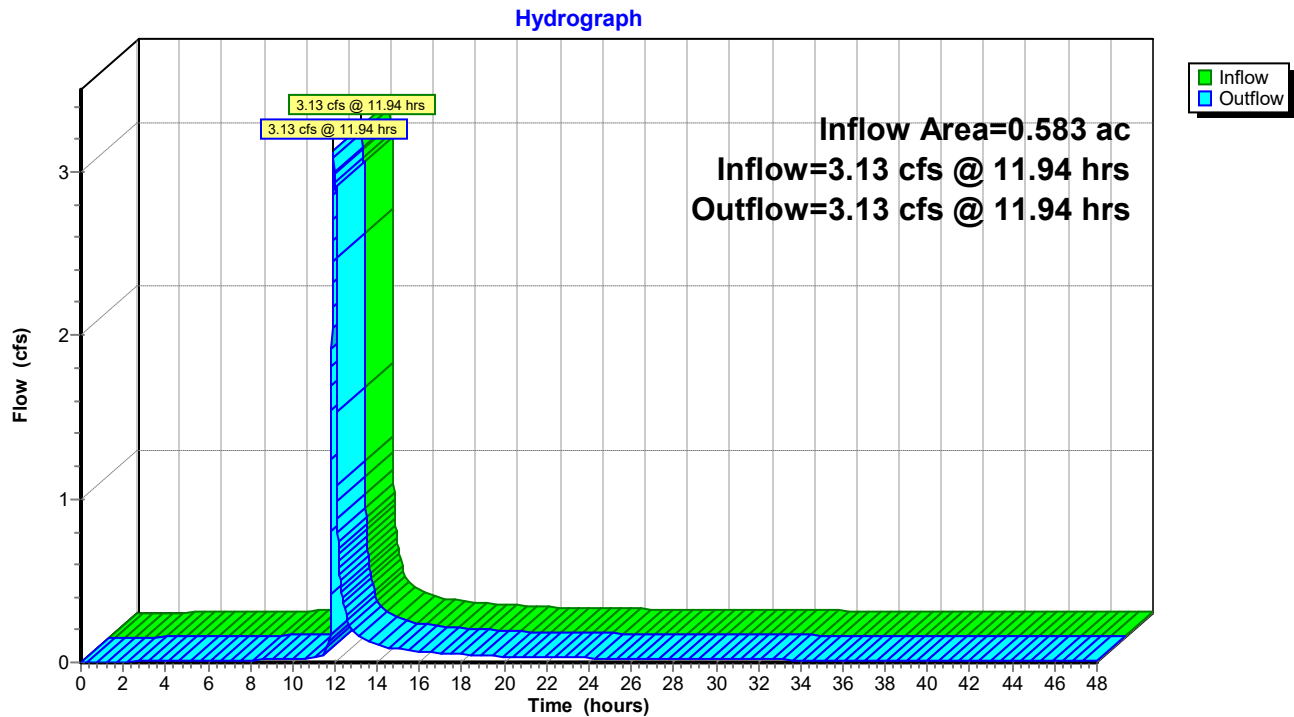
Inlet Invert= 0.00', Outlet Invert= -0.35'

**Reach 1.1R: MS4 EXT.****Hydrograph**

Summary for Reach 1R: POI #1 - PREBLE ST. MS4

Inflow Area = 0.583 ac, 94.09% Impervious, Inflow Depth > 3.83" for 10-YR event
Inflow = 3.13 cfs @ 11.94 hrs, Volume= 0.186 af
Outflow = 3.13 cfs @ 11.94 hrs, Volume= 0.186 af, Atten= 0%, Lag= 0.0 min

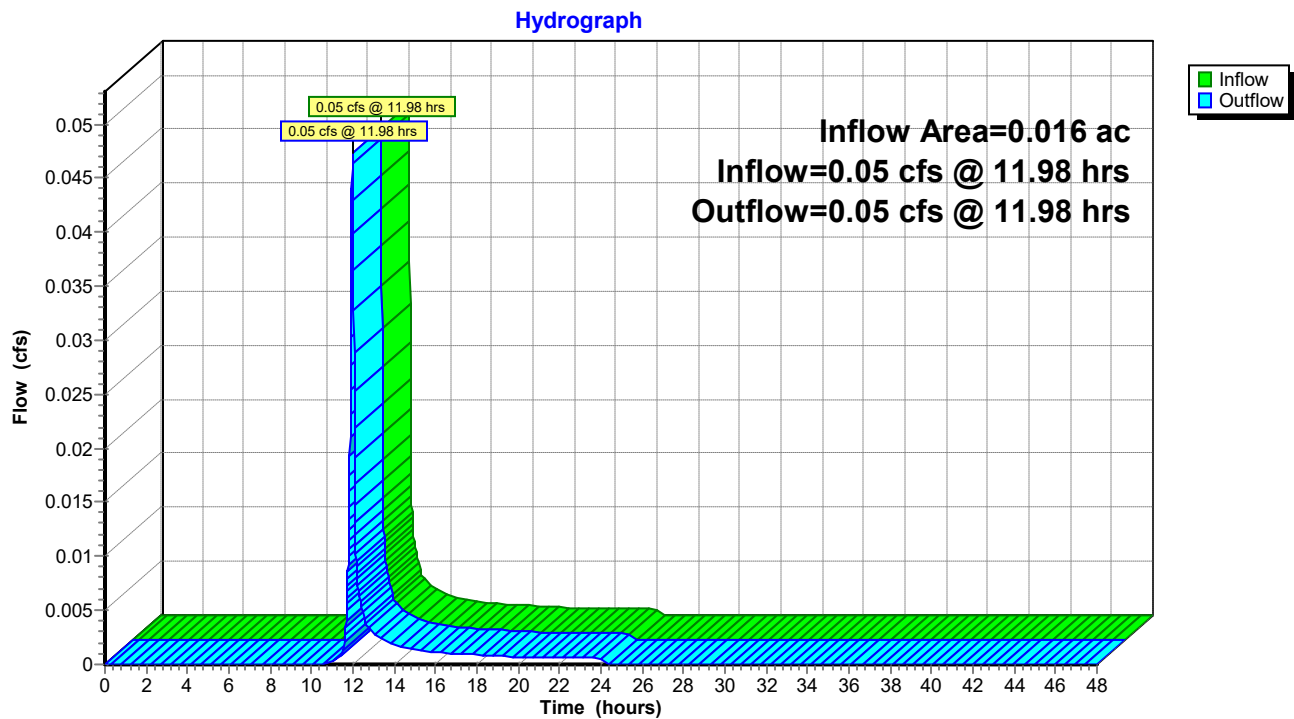
Routing by Stor-Ind+Trans method, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs

Reach 1R: POI #1 - PREBLE ST. MS4

Summary for Reach 2R: POI #2 - ELM ST. COMBINED SEWER

Inflow Area = 0.016 ac, 22.75% Impervious, Inflow Depth = 1.67" for 10-YR event
Inflow = 0.05 cfs @ 11.98 hrs, Volume= 0.002 af
Outflow = 0.05 cfs @ 11.98 hrs, Volume= 0.002 af, Atten= 0%, Lag= 0.0 min

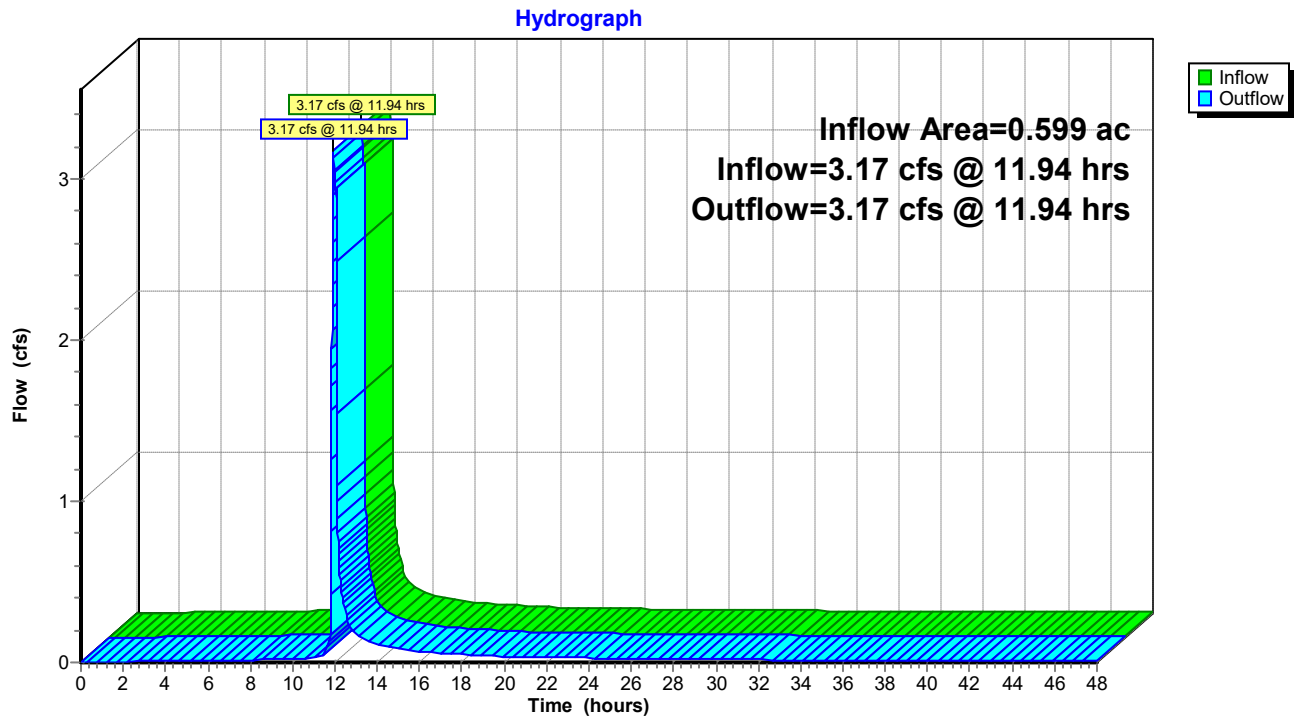
Routing by Stor-Ind+Trans method, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs

Reach 2R: POI #2 - ELM ST. COMBINED SEWER

Summary for Reach 99R: POI#99 - TOTAL

Inflow Area = 0.599 ac, 92.20% Impervious, Inflow Depth > 3.77" for 10-YR event
Inflow = 3.17 cfs @ 11.94 hrs, Volume= 0.188 af
Outflow = 3.17 cfs @ 11.94 hrs, Volume= 0.188 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs

Reach 99R: POI#99 - TOTAL

Summary for Pond 1P: R-TANK SYSTEM

Inflow Area = 0.510 ac, 96.63% Impervious, Inflow Depth = 4.23" for 10-YR event
 Inflow = 3.28 cfs @ 11.97 hrs, Volume= 0.180 af
 Outflow = 3.18 cfs @ 11.99 hrs, Volume= 0.164 af, Atten= 3%, Lag= 1.1 min
 Discarded = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af
 Primary = 3.18 cfs @ 11.99 hrs, Volume= 0.164 af

Routing by Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
 Peak Elev= 39.63' @ 11.99 hrs Surf.Area= 562 sf Storage= 2,173 cf

Plug-Flow detention time= 348.9 min calculated for 0.164 af (91% of inflow)
 Center-of-Mass det. time= 302.1 min (1,053.3 - 751.1)

Volume	Invert	Avail.Storage	Storage Description
#1B	33.95'	742 cf	22.37'W x 25.11'L x 6.20'H Field B 3,483 cf Overall - 1,629 cf Embedded = 1,854 cf x 40.0% Voids
#2B	34.95'	1,547 cf	ACF R-Tank HD 3 x 126 Inside #1 Inside= 15.7"W x 50.4"H => 5.24 sf x 2.35'L = 12.3 cf Outside= 15.7"W x 50.4"H => 5.51 sf x 2.35'L = 12.9 cf 126 Chambers in 14 Rows
#3	44.10'	205 cf	RTANK OVERFLOWS (Prismatic) Listed below (Recalc) x 2
		2,494 cf	Total Available Storage

Storage Group B created with Chamber Wizard

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
44.10	25	0	0
44.30	1,000	102	102

Device	Routing	Invert	Outlet Devices
#1	Primary	32.08'	12.0" Round 12" SD L= 30.0' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 32.08' / 31.78' S= 0.0100 '/' Cc= 0.900 n= 0.011 PVC, smooth interior, Flow Area= 0.79 sf
#2	Device 1	33.26'	STORM FILTER MH X 4.00 0.270" Diameter, C= 0.600, 0.263" Trickle Diameter Starts@34.76'
#3	Device 2	34.03'	4.0" Round RTANK 4" UD TO SF. L= 2.0' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 34.03' / 33.93' S= 0.0500 '/' Cc= 0.900 n= 0.010 PVC, smooth interior, Flow Area= 0.09 sf
#4	Device 1	39.00'	4.0' long x 0.7' breadth OCS WEIR WALL Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 Coef. (English) 2.76 2.82 2.93 3.09 3.18 3.22 3.27 3.30 3.32 3.31 3.32
#5	Device 4	38.32'	8.0" Round RTANK 8" OVERFLOWS X 3.00 L= 26.0' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 38.32' / 37.80' S= 0.0200 '/' Cc= 0.900 n= 0.011, Flow Area= 0.35 sf

1192.5_60 ELM_POST_2-13-25

Type II 24-hr 10-YR Rainfall=4.60"

Prepared by {enter your company name here}

Printed 2/14/2025

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Page 33

#6	Discarded	44.25'	10.0' long x 5.0' breadth SF PONDING
Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00			
2.50 3.00 3.50 4.00 4.50 5.00 5.50			
Coef. (English) 2.34 2.50 2.70 2.68 2.68 2.66 2.65 2.65 2.65			
2.65 2.67 2.66 2.68 2.70 2.74 2.79 2.88			

Discarded OutFlow Max=0.00 cfs @ 0.00 hrs HW=33.95' (Free Discharge)
↑ **6=SF PONDING** (Controls 0.00 cfs)

Primary OutFlow Max=3.18 cfs @ 11.99 hrs HW=39.63' (Free Discharge)
↑ **1=12" SD** (Passes 3.18 cfs of 7.93 cfs potential flow)
↑ **2=STORM FILTER MH** (Orifice Controls 0.02 cfs @ 12.15 fps)
↑ **3=RTANK 4" UD TO SF.** (Passes 0.02 cfs of 0.77 cfs potential flow)
↑ **4=OCS WEIR WALL** (Passes 3.16 cfs of 5.91 cfs potential flow)
↑ **5=RTANK 8" OVERFLOWS** (Inlet Controls 3.16 cfs @ 3.02 fps)

Pond 1P: R-TANK SYSTEM - Chamber Wizard Field B**Chamber Model = ACF R-Tank HD 3 (ACF Environmental R-Tank HD)**

Inside= 15.7"W x 50.4"H => 5.24 sf x 2.35'L = 12.3 cf

Outside= 15.7"W x 50.4"H => 5.51 sf x 2.35'L = 12.9 cf

9 Chambers/Row x 2.35' Long = 21.11' Row Length +24.0" End Stone x 2 = 25.11' Base Length

14 Rows x 15.7" Wide + 24.0" Side Stone x 2 = 22.37' Base Width

12.0" Base + 50.4" Chamber Height + 12.0" Cover = 6.20' Field Height

126 Chambers x 12.3 cf = 1,547.5 cf Chamber Storage

126 Chambers x 12.9 cf = 1,628.9 cf Displacement

3,483.0 cf Field - 1,628.9 cf Chambers = 1,854.1 cf Stone x 40.0% Voids = 741.6 cf Stone Storage

Chamber Storage + Stone Storage = 2,289.1 cf = 0.053 af

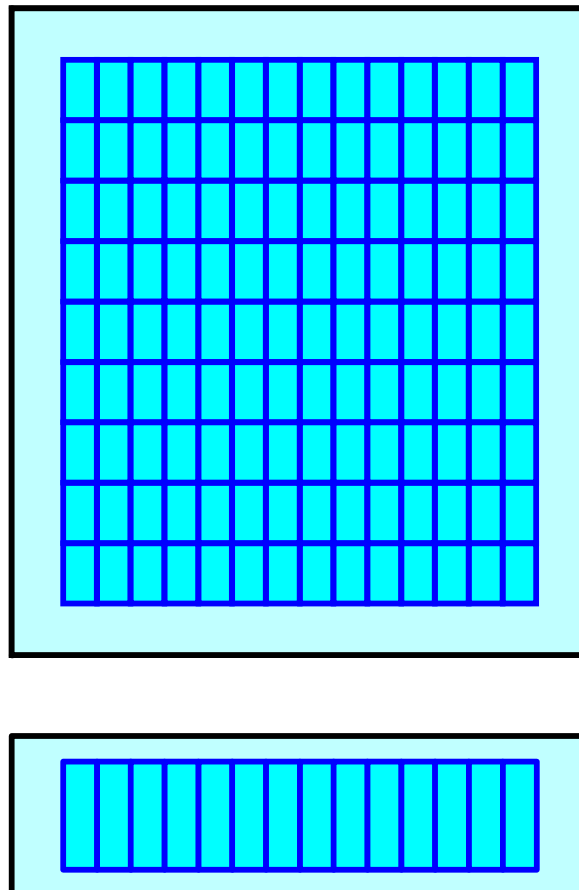
Overall Storage Efficiency = 65.7%

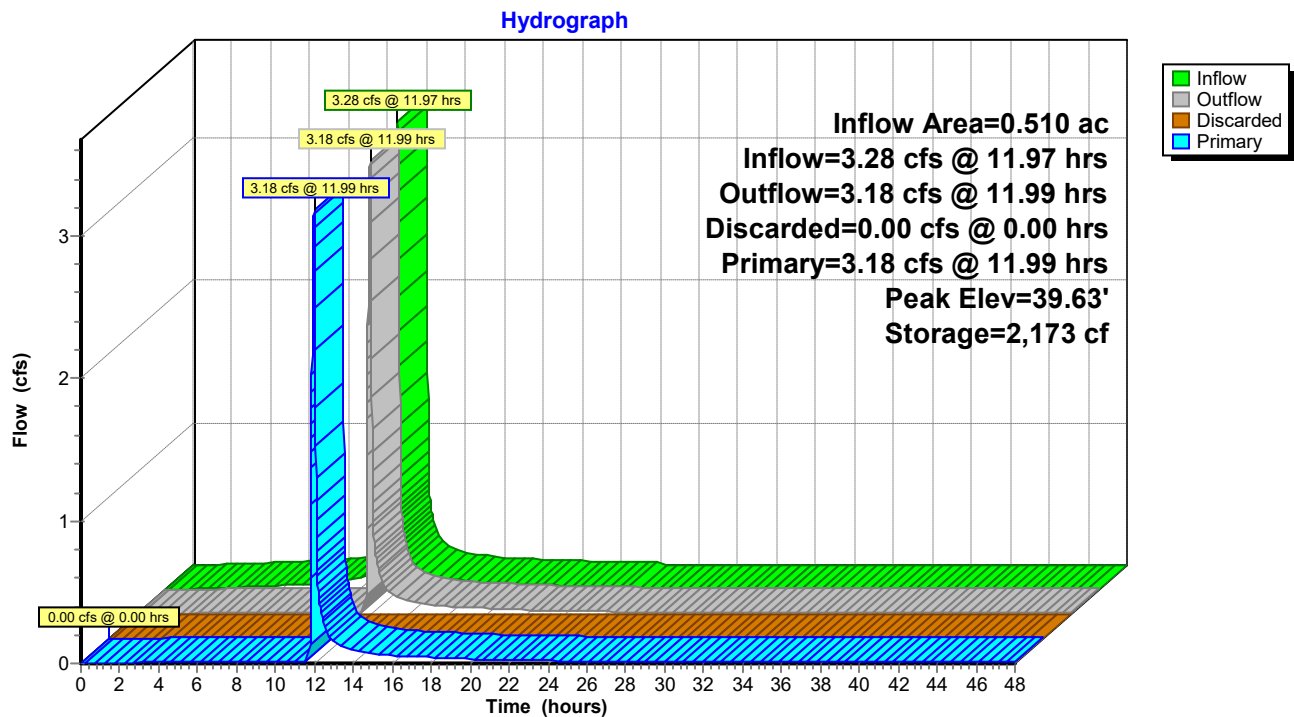
Overall System Size = 25.11' x 22.37' x 6.20'

126 Chambers

129.0 cy Field

68.7 cy Stone



Pond 1P: R-TANK SYSTEM

1192.5_60 ELM_POST_2-13-25*Type II 24-hr 25-YR Rainfall=5.80"*

Prepared by {enter your company name here}

Printed 2/14/2025

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Page 36

Time span=0.00-48.00 hrs, dt=0.01 hrs, 4801 points

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN

Reach routing by Stor-Ind+Trans method - Pond routing by Stor-Ind method

Subcatchment 1.0S: PR. BUILDING ROOF Runoff Area=18,779 sf 100.00% Impervious Runoff Depth=5.56"
Tc=6.0 min CN=98 Runoff=3.56 cfs 0.200 af

Subcatchment 1.1S: COURTYARD Runoff Area=3,438 sf 78.21% Impervious Runoff Depth=4.65"
Tc=6.0 min CN=90 Runoff=0.60 cfs 0.031 af

Subcatchment 1.2S: Commercial Courtyard Runoff Area=960 sf 100.00% Impervious Runoff Depth=5.56"
Tc=6.0 min CN=98 Runoff=0.18 cfs 0.010 af

Subcatchment 1.3S: OXFORD STREET Runoff Area=1,057 sf 89.03% Impervious Runoff Depth=5.10"
Tc=6.0 min CN=94 Runoff=0.19 cfs 0.010 af

Subcatchment 1.4S: PREBLE STREET Runoff Area=1,176 sf 45.75% Impervious Runoff Depth=3.70"
Tc=6.0 min CN=81 Runoff=0.17 cfs 0.008 af

Subcatchment 2S: ELM ST. SIDEWALK Runoff Area=690 sf 22.75% Impervious Runoff Depth=2.56"
Tc=6.0 min CN=69 Runoff=0.07 cfs 0.003 af

Reach 1.1R: MS4 EXT. Avg. Flow Depth=1.00' Max Vel=3.96 fps Inflow=4.16 cfs 0.225 af
12.0" Round Pipe n=0.012 L=70.0' S=0.0050 ' Capacity=2.73 cfs Outflow=2.89 cfs 0.225 af

Reach 1R: POI #1 - PREBLE ST. MS4 Inflow=3.17 cfs 0.244 af
Outflow=3.17 cfs 0.244 af

Reach 2R: POI #2 - ELM ST. COMBINED SEWER Inflow=0.07 cfs 0.003 af
Outflow=0.07 cfs 0.003 af

Reach 99R: POI#99 - TOTAL Inflow=3.22 cfs 0.247 af
Outflow=3.22 cfs 0.247 af

Pond 1P: R-TANK SYSTEM Peak Elev=39.99' Storage=2,254 cf Inflow=4.17 cfs 0.230 af
Discarded=0.00 cfs 0.000 af Primary=3.99 cfs 0.215 af Outflow=3.99 cfs 0.215 af

Total Runoff Area = 0.599 ac Runoff Volume = 0.263 af Average Runoff Depth = 5.26"
7.80% Pervious = 0.047 ac 92.20% Impervious = 0.552 ac

Summary for Subcatchment 1.0S: PR. BUILDING ROOF

Runoff = 3.56 cfs @ 11.97 hrs, Volume= 0.200 af, Depth= 5.56"

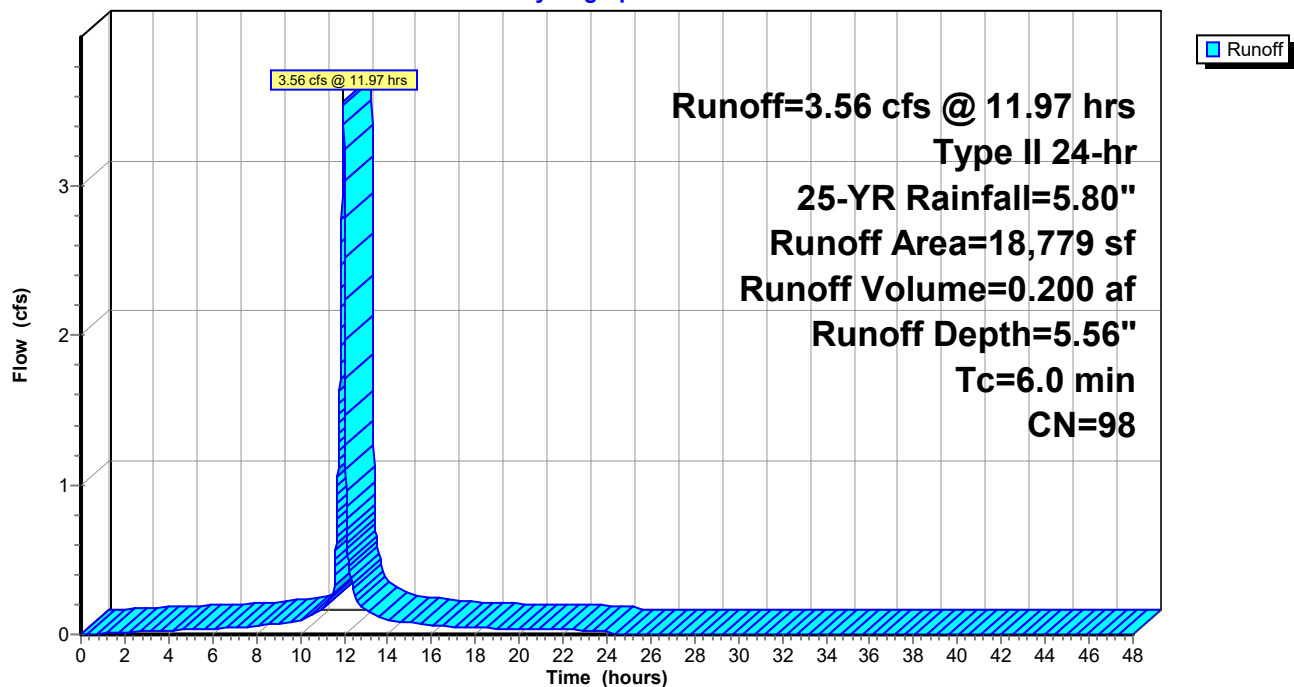
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Type II 24-hr 25-YR Rainfall=5.80"

Area (sf)	CN	Description
* 18,779	98	PR. BUILDING ROOF
18,779		100.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 1.0S: PR. BUILDING ROOF

Hydrograph



Summary for Subcatchment 1.1S: COURTYARD

Runoff = 0.60 cfs @ 11.97 hrs, Volume= 0.031 af, Depth= 4.65"

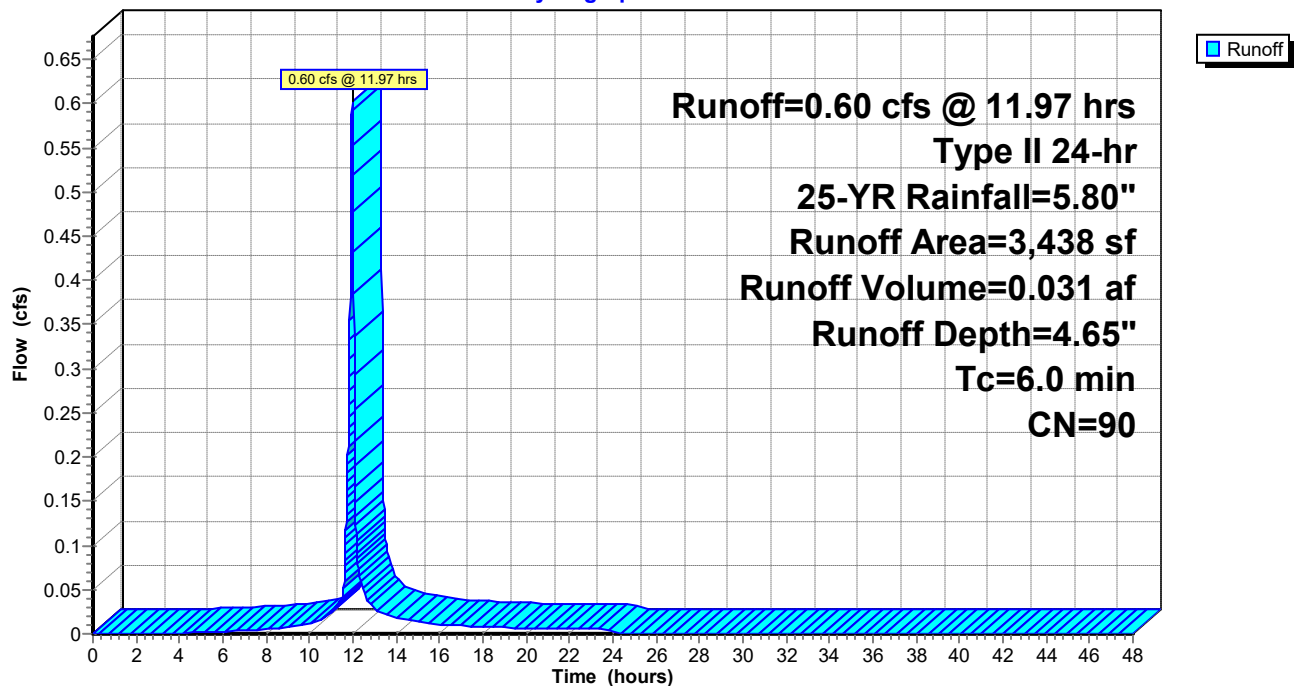
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Type II 24-hr 25-YR Rainfall=5.80"

Area (sf)	CN	Description
2,689	98	Unconnected pavement, HSG A
689	61	>75% Grass cover, Good, HSG B
60	58	Woods/grass comb., Good, HSG B
3,438	90	Weighted Average
749		21.79% Pervious Area
2,689		78.21% Impervious Area
2,689		100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 1.1S: COURTYARD

Hydrograph



Summary for Subcatchment 1.2S: Commercial Courtyard

Runoff = 0.18 cfs @ 11.97 hrs, Volume= 0.010 af, Depth= 5.56"

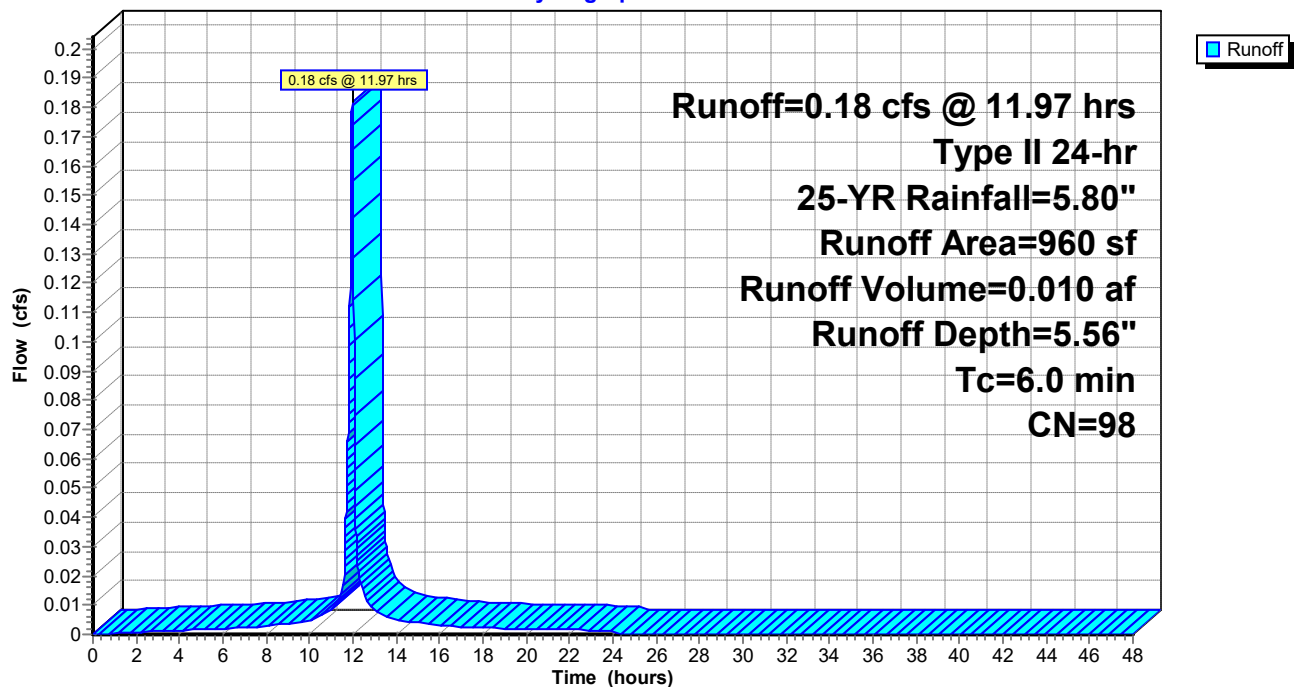
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Type II 24-hr 25-YR Rainfall=5.80"

Area (sf)	CN	Description
* 960	98	Patio/Pavers
960		100.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 1.2S: Commercial Courtyard

Hydrograph



Summary for Subcatchment 1.3S: OXFORD STREET SIDEWALK

Runoff = 0.19 cfs @ 11.97 hrs, Volume= 0.010 af, Depth= 5.10"

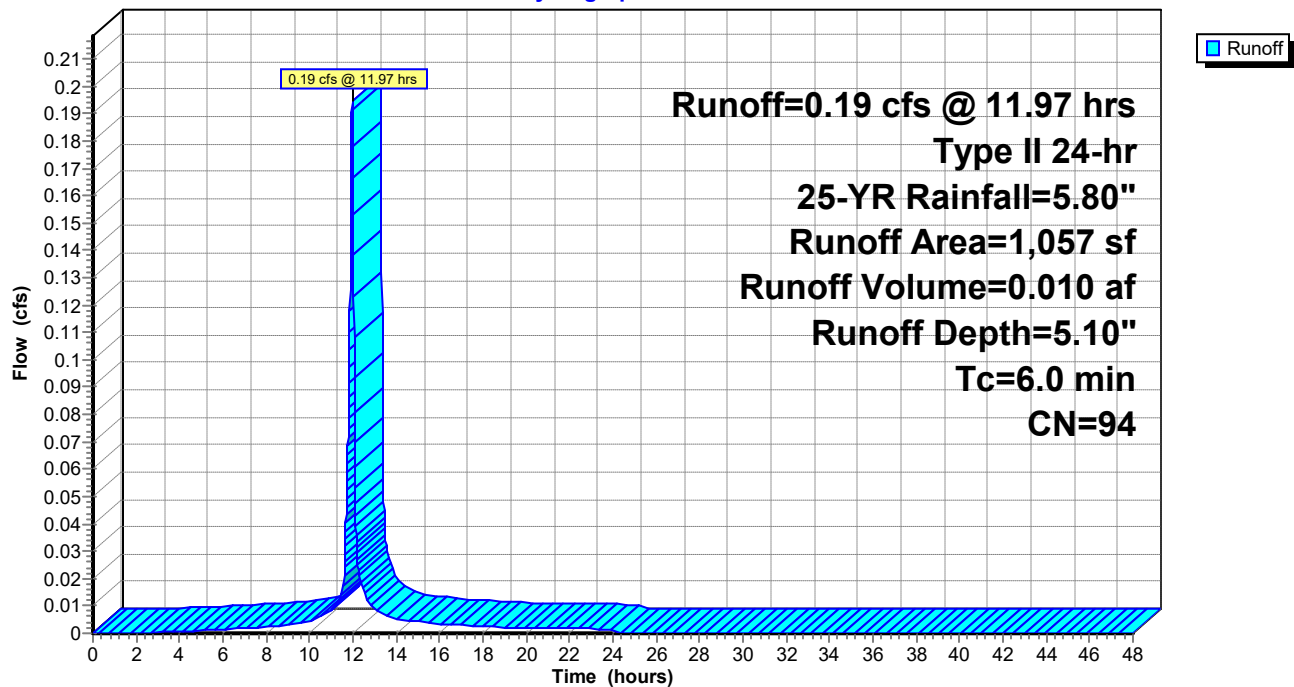
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Type II 24-hr 25-YR Rainfall=5.80"

Area (sf)	CN	Description
941	98	Unconnected pavement, HSG A
116	61	>75% Grass cover, Good, HSG B
1,057	94	Weighted Average
116		10.97% Pervious Area
941		89.03% Impervious Area
941		100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 1.3S: OXFORD STREET SIDEWALK

Hydrograph



Summary for Subcatchment 1.4S: PREBLE STREET SIDEWALK

Runoff = 0.17 cfs @ 11.97 hrs, Volume= 0.008 af, Depth= 3.70"

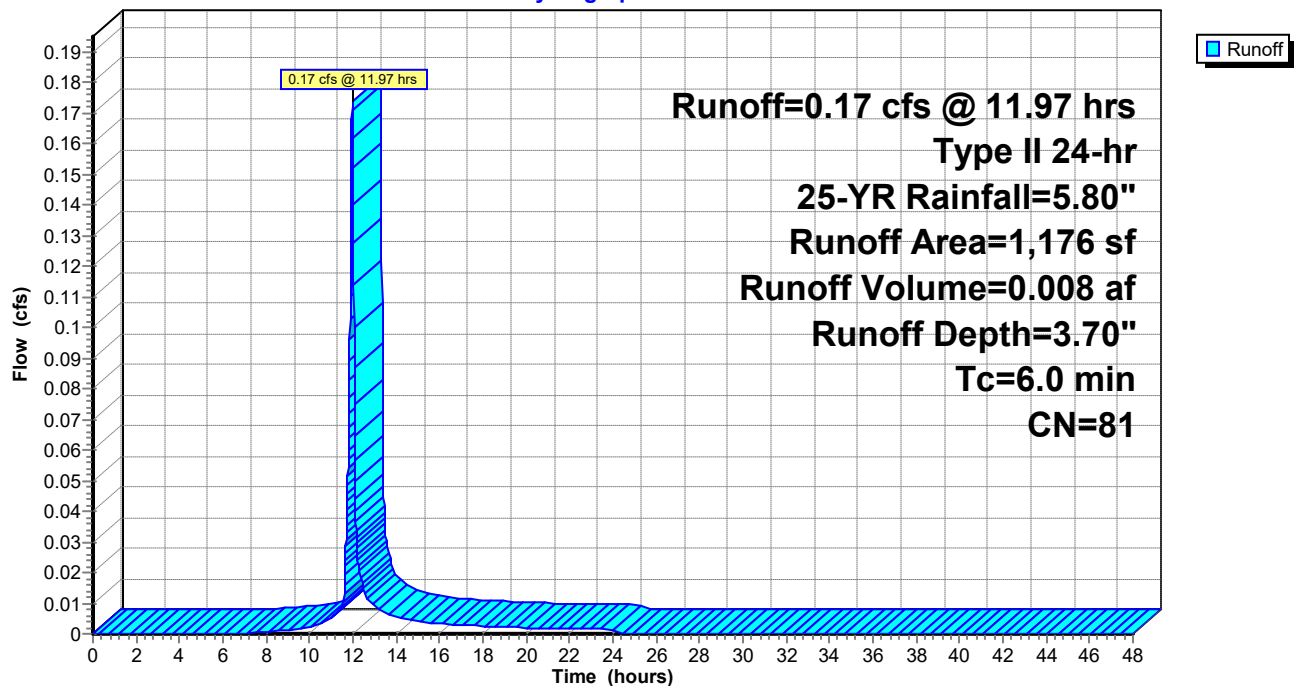
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Type II 24-hr 25-YR Rainfall=5.80"

Area (sf)	CN	Description
538	98	Unconnected pavement, HSG A
525	69	50-75% Grass cover, Fair, HSG B
113	61	>75% Grass cover, Good, HSG B
1,176	81	Weighted Average
638		54.25% Pervious Area
538		45.75% Impervious Area
538		100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 1.4S: PREBLE STREET SIDEWALK

Hydrograph



Summary for Subcatchment 2S: ELM ST. SIDEWALK

Runoff = 0.07 cfs @ 11.98 hrs, Volume= 0.003 af, Depth= 2.56"

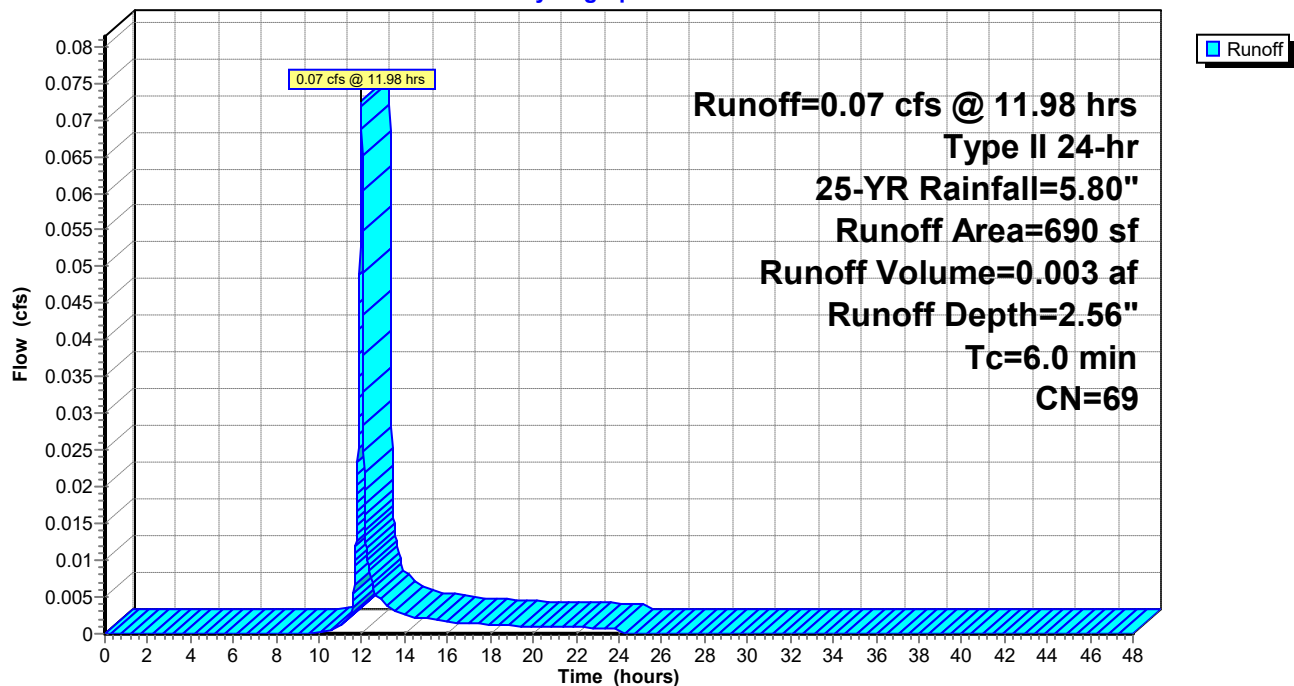
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Type II 24-hr 25-YR Rainfall=5.80"

	Area (sf)	CN	Description
*	157	98	Sidewalk
	533	61	>75% Grass cover, Good, HSG B
	690	69	Weighted Average
	533		77.25% Pervious Area
	157		22.75% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 2S: ELM ST. SIDEWALK

Hydrograph



Summary for Reach 1.1R: MS4 EXT.

Inflow Area = 0.532 ac, 96.77% Impervious, Inflow Depth > 5.08" for 25-YR event
 Inflow = 4.16 cfs @ 11.99 hrs, Volume= 0.225 af
 Outflow = 2.89 cfs @ 11.90 hrs, Volume= 0.225 af, Atten= 31%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs

Max. Velocity= 3.96 fps, Min. Travel Time= 0.3 min

Avg. Velocity= 1.09 fps, Avg. Travel Time= 1.1 min

Peak Storage= 55 cf @ 11.91 hrs

Average Depth at Peak Storage= 1.00'

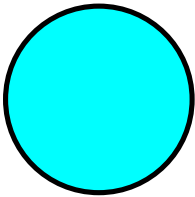
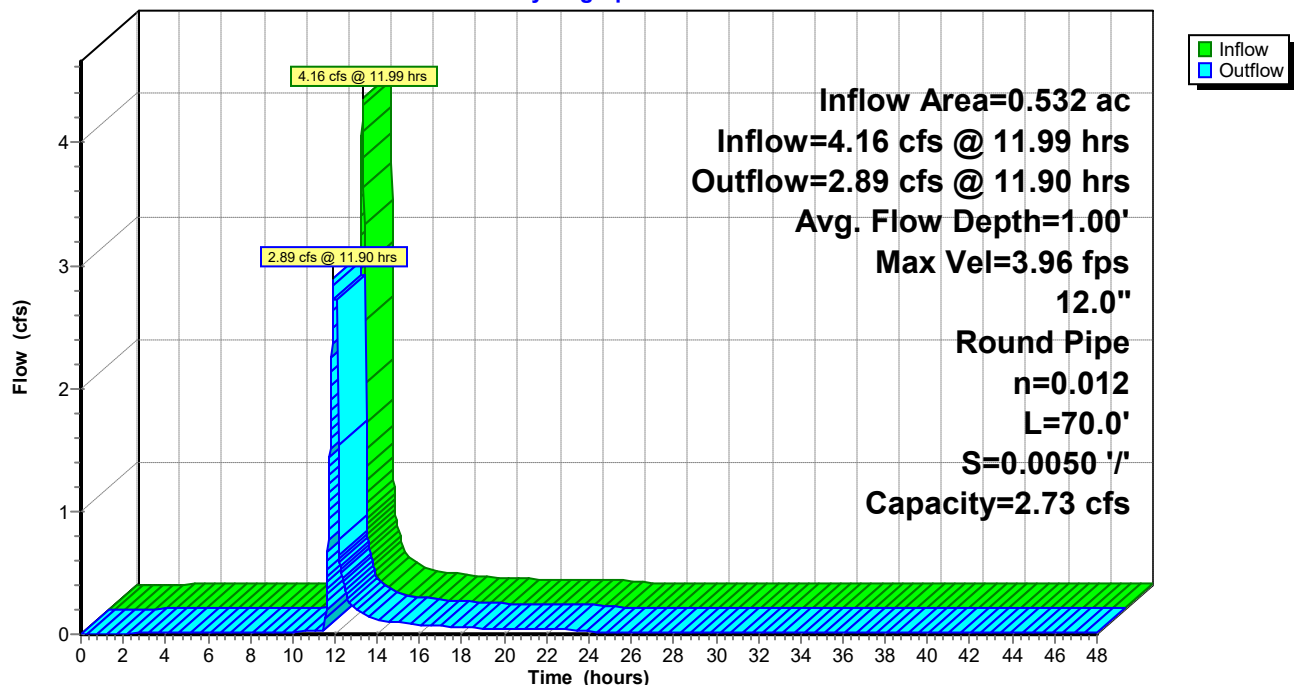
Bank-Full Depth= 1.00' Flow Area= 0.8 sf, Capacity= 2.73 cfs

12.0" Round Pipe

n= 0.012 Corrugated PP, smooth interior

Length= 70.0' Slope= 0.0050 '/'

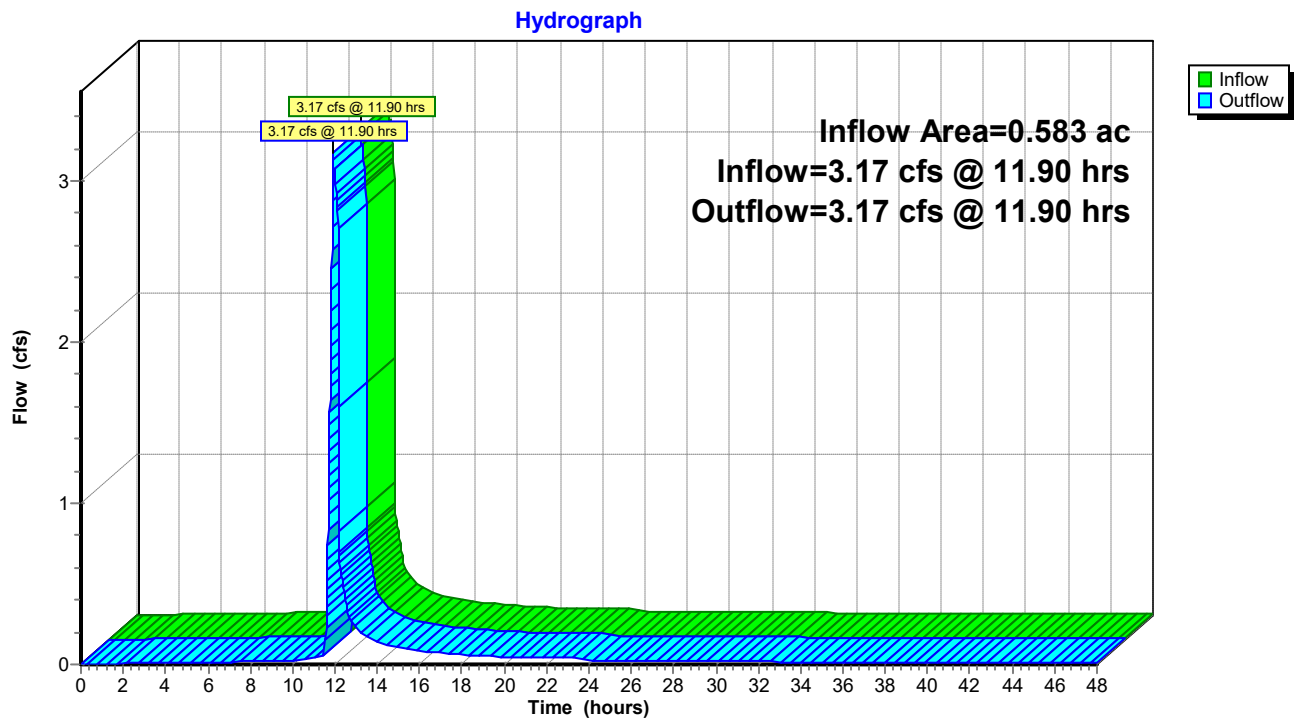
Inlet Invert= 0.00', Outlet Invert= -0.35'

**Reach 1.1R: MS4 EXT.****Hydrograph**

Summary for Reach 1R: POI #1 - PREBLE ST. MS4

Inflow Area = 0.583 ac, 94.09% Impervious, Inflow Depth > 5.02" for 25-YR event
Inflow = 3.17 cfs @ 11.90 hrs, Volume= 0.244 af
Outflow = 3.17 cfs @ 11.90 hrs, Volume= 0.244 af, Atten= 0%, Lag= 0.0 min

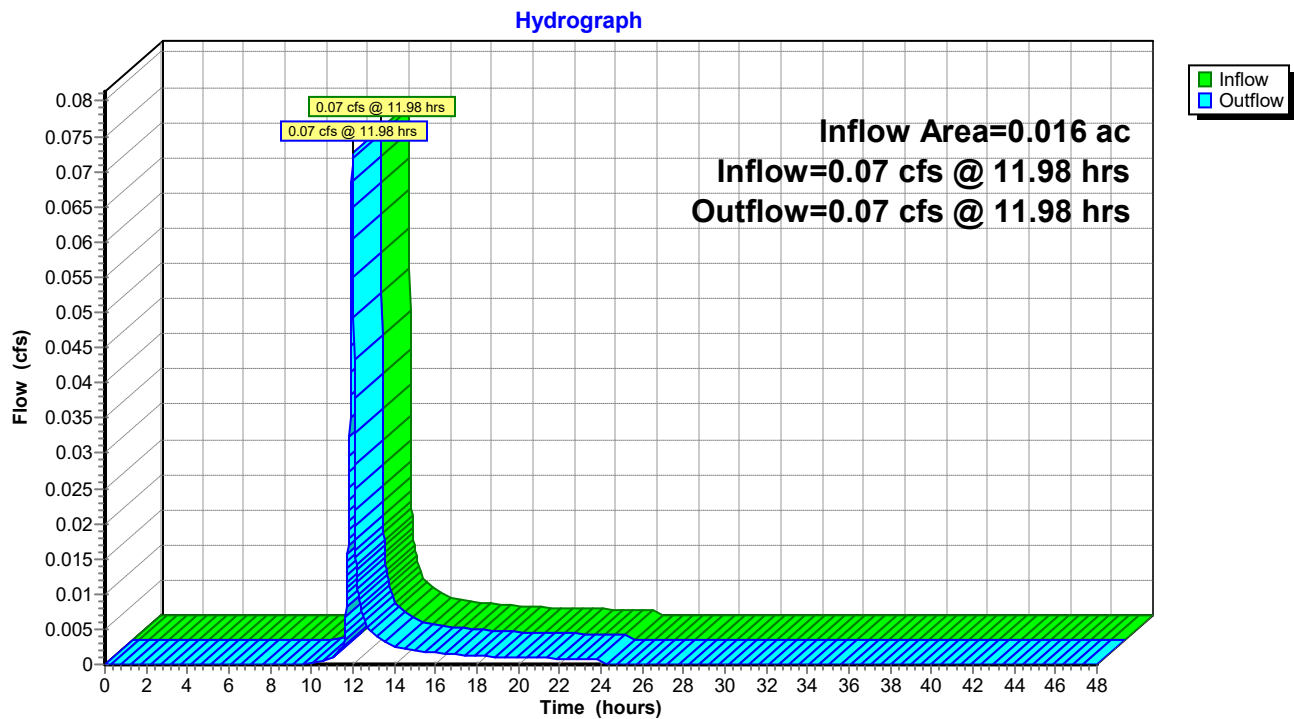
Routing by Stor-Ind+Trans method, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs

Reach 1R: POI #1 - PREBLE ST. MS4

Summary for Reach 2R: POI #2 - ELM ST. COMBINED SEWER

Inflow Area = 0.016 ac, 22.75% Impervious, Inflow Depth = 2.56" for 25-YR event
Inflow = 0.07 cfs @ 11.98 hrs, Volume= 0.003 af
Outflow = 0.07 cfs @ 11.98 hrs, Volume= 0.003 af, Atten= 0%, Lag= 0.0 min

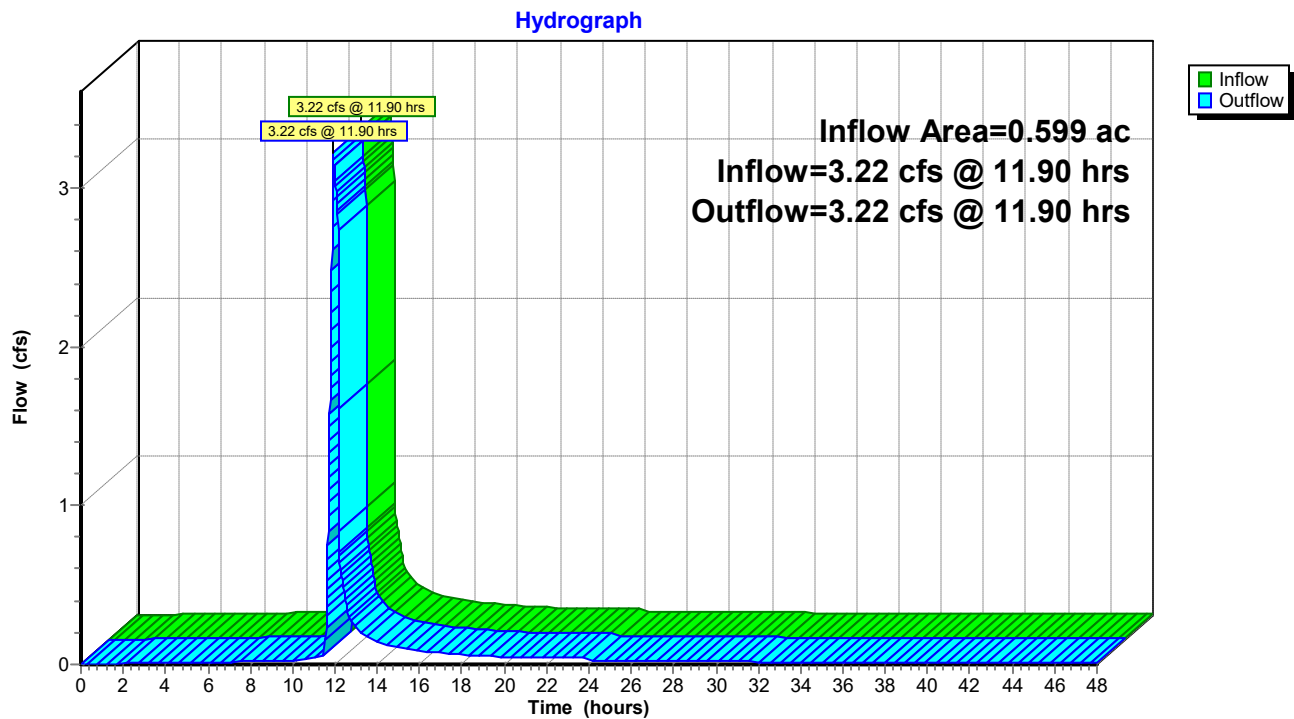
Routing by Stor-Ind+Trans method, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs

Reach 2R: POI #2 - ELM ST. COMBINED SEWER

Summary for Reach 99R: POI#99 - TOTAL

Inflow Area = 0.599 ac, 92.20% Impervious, Inflow Depth > 4.95" for 25-YR event
Inflow = 3.22 cfs @ 11.90 hrs, Volume= 0.247 af
Outflow = 3.22 cfs @ 11.90 hrs, Volume= 0.247 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs

Reach 99R: POI#99 - TOTAL

Summary for Pond 1P: R-TANK SYSTEM

Inflow Area = 0.510 ac, 96.63% Impervious, Inflow Depth = 5.42" for 25-YR event
 Inflow = 4.17 cfs @ 11.97 hrs, Volume= 0.230 af
 Outflow = 3.99 cfs @ 11.99 hrs, Volume= 0.215 af, Atten= 4%, Lag= 1.3 min
 Discarded = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af
 Primary = 3.99 cfs @ 11.99 hrs, Volume= 0.215 af

Routing by Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
 Peak Elev= 39.99' @ 11.99 hrs Surf.Area= 562 sf Storage= 2,254 cf

Plug-Flow detention time= 280.5 min calculated for 0.215 af (93% of inflow)
 Center-of-Mass det. time= 242.2 min (989.1 - 747.0)

Volume	Invert	Avail.Storage	Storage Description
#1B	33.95'	742 cf	22.37'W x 25.11'L x 6.20'H Field B 3,483 cf Overall - 1,629 cf Embedded = 1,854 cf x 40.0% Voids
#2B	34.95'	1,547 cf	ACF R-Tank HD 3 x 126 Inside #1 Inside= 15.7"W x 50.4"H => 5.24 sf x 2.35'L = 12.3 cf Outside= 15.7"W x 50.4"H => 5.51 sf x 2.35'L = 12.9 cf 126 Chambers in 14 Rows
#3	44.10'	205 cf	RTANK OVERFLOWS (Prismatic) Listed below (Recalc) x 2
		2,494 cf	Total Available Storage

Storage Group B created with Chamber Wizard

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
44.10	25	0	0
44.30	1,000	102	102

Device	Routing	Invert	Outlet Devices
#1	Primary	32.08'	12.0" Round 12" SD L= 30.0' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 32.08' / 31.78' S= 0.0100 '/' Cc= 0.900 n= 0.011 PVC, smooth interior, Flow Area= 0.79 sf
#2	Device 1	33.26'	STORM FILTER MH X 4.00 0.270" Diameter, C= 0.600, 0.263" Trickle Diameter Starts@34.76'
#3	Device 2	34.03'	4.0" Round RTANK 4" UD TO SF. L= 2.0' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 34.03' / 33.93' S= 0.0500 '/' Cc= 0.900 n= 0.010 PVC, smooth interior, Flow Area= 0.09 sf
#4	Device 1	39.00'	4.0' long x 0.7' breadth OCS WEIR WALL Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 Coef. (English) 2.76 2.82 2.93 3.09 3.18 3.22 3.27 3.30 3.32 3.31 3.32
#5	Device 4	38.32'	8.0" Round RTANK 8" OVERFLOWS X 3.00 L= 26.0' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 38.32' / 37.80' S= 0.0200 '/' Cc= 0.900 n= 0.011, Flow Area= 0.35 sf

1192.5_60 ELM_POST_2-13-25

Type II 24-hr 25-YR Rainfall=5.80"

Prepared by {enter your company name here}

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Page 48

#6	Discarded	44.25'	10.0' long x 5.0' breadth SF PONDING
			Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00
			2.50 3.00 3.50 4.00 4.50 5.00 5.50
			Coef. (English) 2.34 2.50 2.70 2.68 2.68 2.66 2.65 2.65 2.65
			2.65 2.67 2.66 2.68 2.70 2.74 2.79 2.88

Discarded OutFlow Max=0.00 cfs @ 0.00 hrs HW=33.95' (Free Discharge)
↑ **6=SF PONDING** (Controls 0.00 cfs)

Primary OutFlow Max=3.99 cfs @ 11.99 hrs HW=39.99' (Free Discharge)
↑ **1=12" SD** (Passes 3.99 cfs of 8.13 cfs potential flow)
↑ **2=STORM FILTER MH** (Orifice Controls 0.02 cfs @ 12.49 fps)
↑ **3=RTANK 4" UD TO SF.** (Passes 0.02 cfs of 0.80 cfs potential flow)
↑ **4=OCS WEIR WALL** (Passes 3.97 cfs of 12.59 cfs potential flow)
↑ **5=RTANK 8" OVERFLOWS** (Inlet Controls 3.97 cfs @ 3.79 fps)

Pond 1P: R-TANK SYSTEM - Chamber Wizard Field B

Chamber Model = ACF R-Tank HD 3 (ACF Environmental R-Tank HD)

Inside= 15.7"W x 50.4"H => 5.24 sf x 2.35'L = 12.3 cf

Outside= 15.7"W x 50.4"H => 5.51 sf x 2.35'L = 12.9 cf

9 Chambers/Row x 2.35' Long = 21.11' Row Length +24.0" End Stone x 2 = 25.11' Base Length

14 Rows x 15.7" Wide + 24.0" Side Stone x 2 = 22.37' Base Width

12.0" Base + 50.4" Chamber Height + 12.0" Cover = 6.20' Field Height

126 Chambers x 12.3 cf = 1,547.5 cf Chamber Storage

126 Chambers x 12.9 cf = 1,628.9 cf Displacement

3,483.0 cf Field - 1,628.9 cf Chambers = 1,854.1 cf Stone x 40.0% Voids = 741.6 cf Stone Storage

Chamber Storage + Stone Storage = 2,289.1 cf = 0.053 af

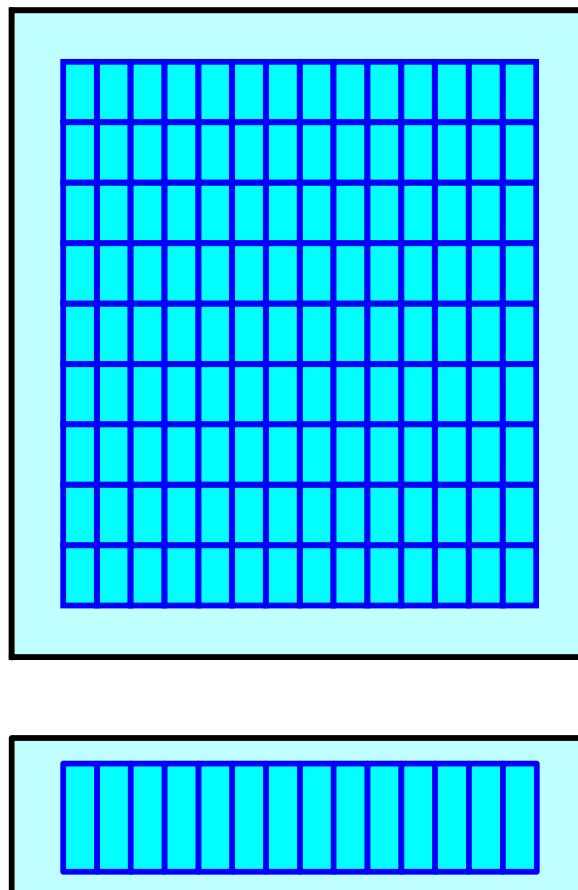
Overall Storage Efficiency = 65.7%

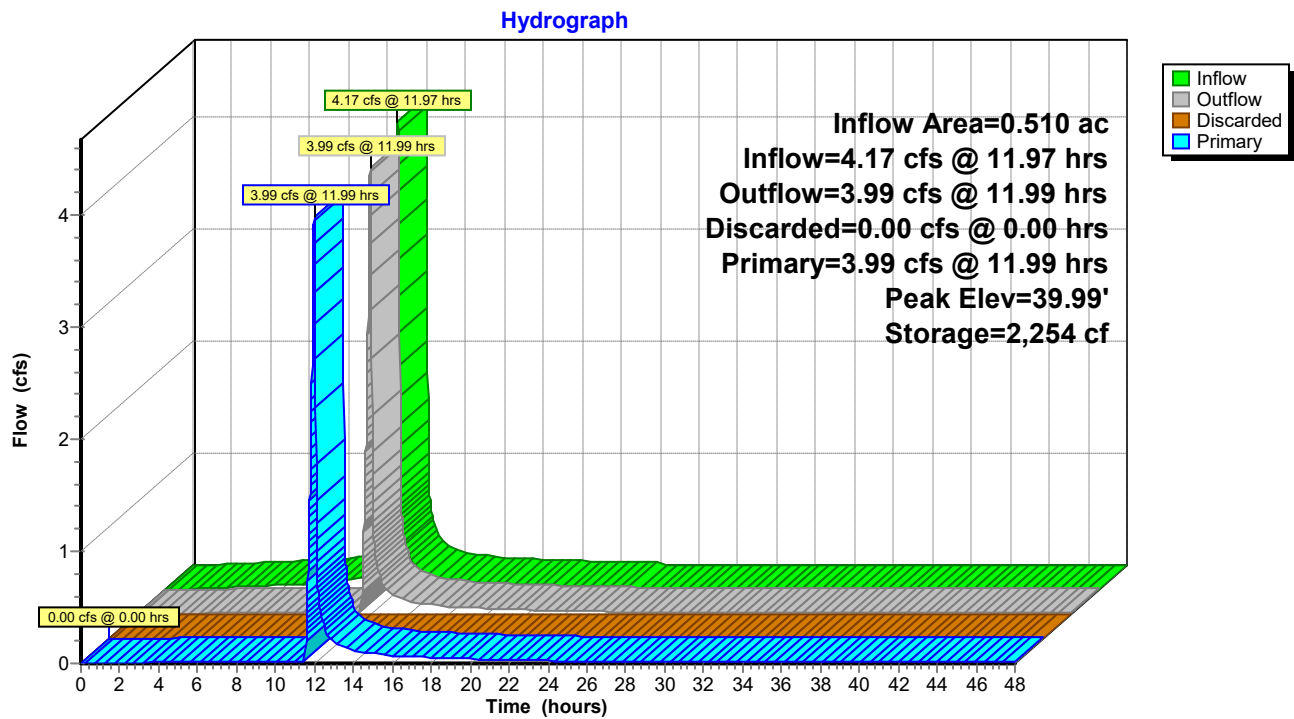
Overall System Size = 25.11' x 22.37' x 6.20'

126 Chambers

129.0 cy Field

68.7 cy Stone



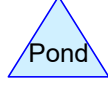
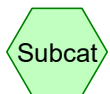
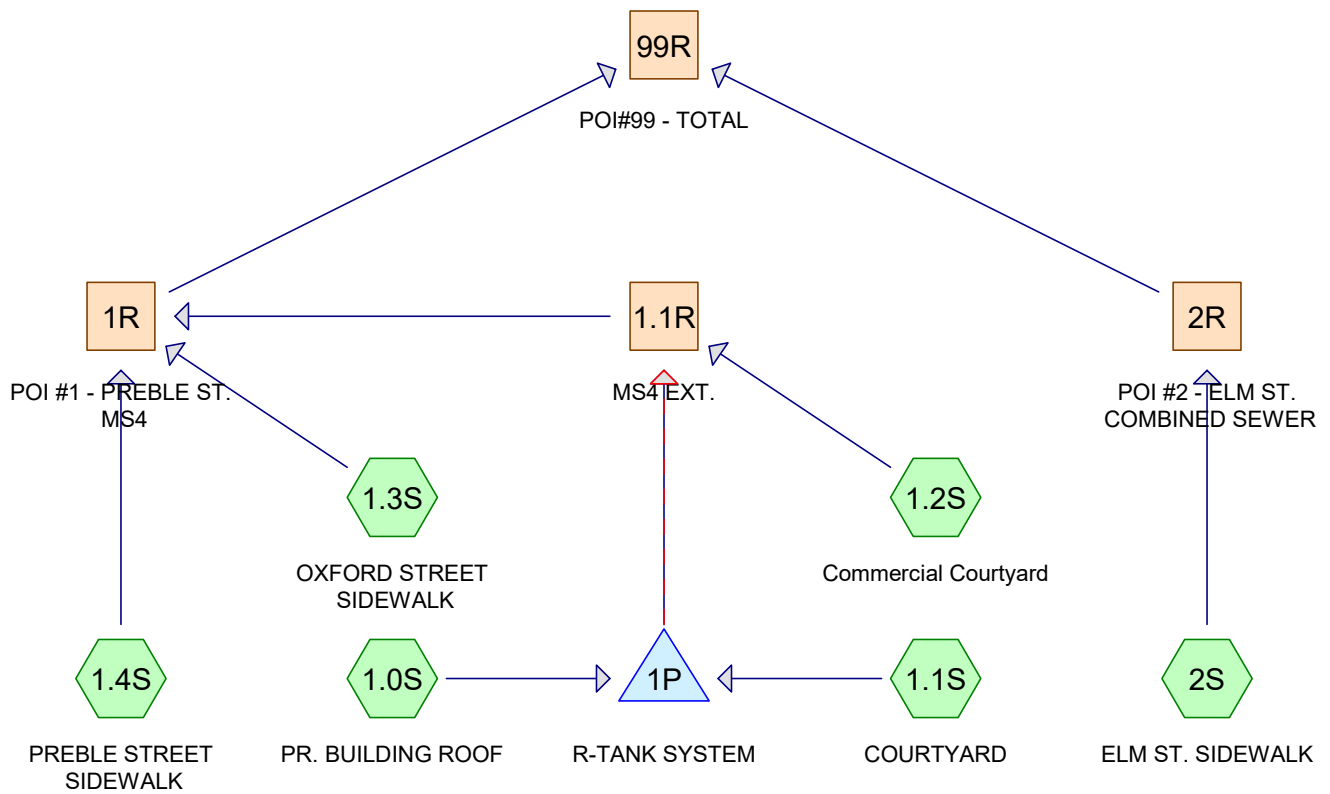
Pond 1P: R-TANK SYSTEM

SECTION J

STORMWATER MANAGMENT REPORT

Attachment C: Post Development HydroCAD Water Quality Storm Event





Routing Diagram for 1192.5_60 ELM_POST_2-13-25

Prepared by {enter your company name here}, Printed 2/18/2025
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Summary for Subcatchment 1.0S: PR. BUILDING ROOF

Runoff = 0.76 cfs @ 11.97 hrs, Volume= 0.039 af, Depth= 1.08"

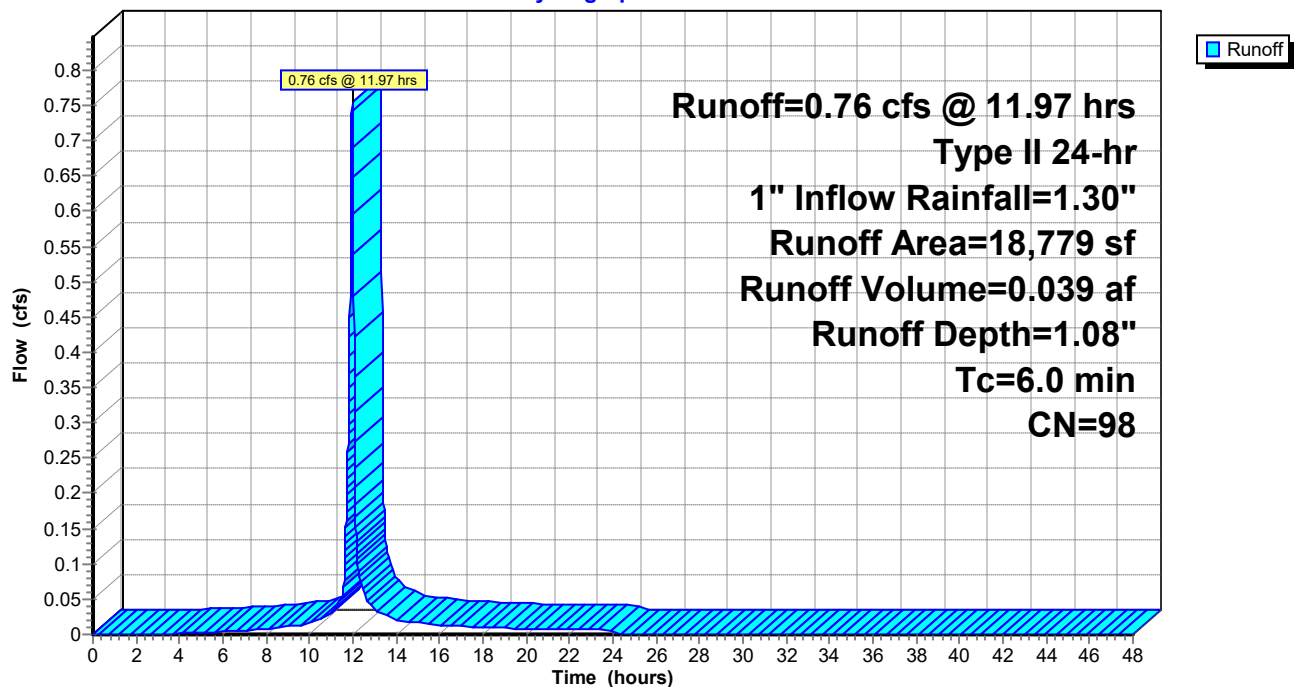
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Type II 24-hr 1" Inflow Rainfall=1.30"

Area (sf)	CN	Description
* 18,779	98	PR. BUILDING ROOF
18,779		100.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 1.0S: PR. BUILDING ROOF

Hydrograph



Summary for Subcatchment 1.1S: COURTYARD

Runoff = 0.08 cfs @ 11.98 hrs, Volume= 0.003 af, Depth= 0.53"

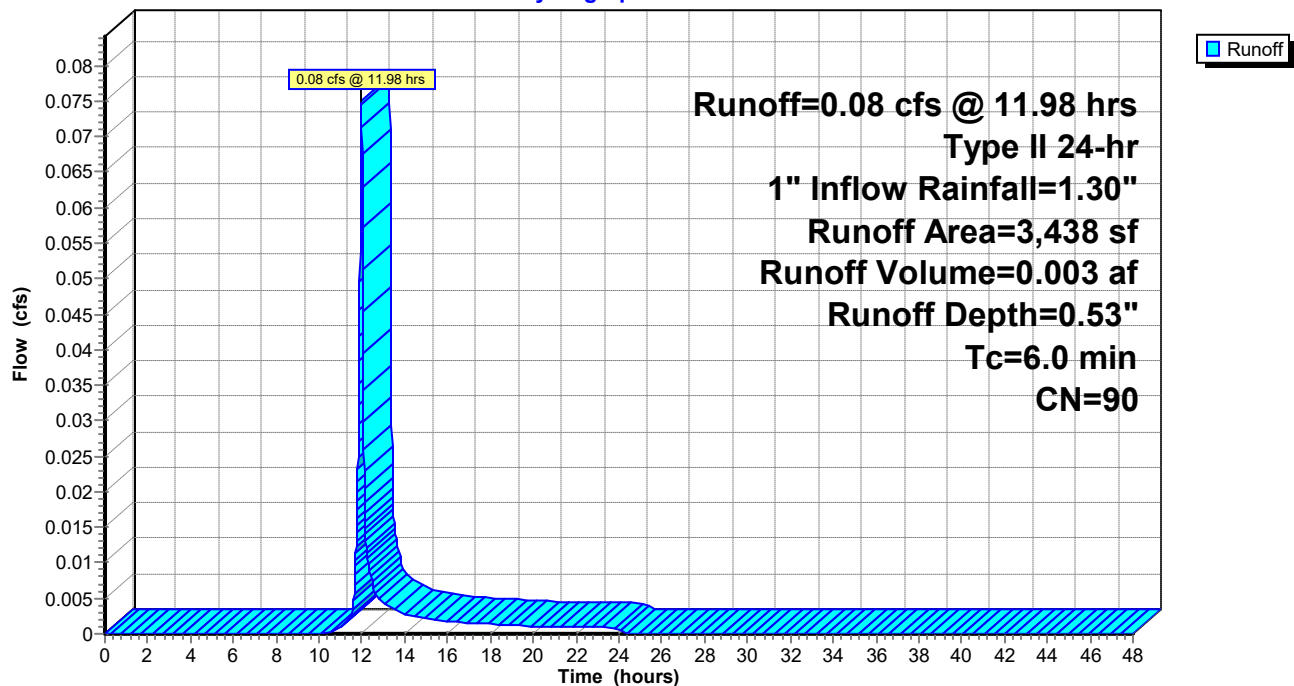
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Type II 24-hr 1" Inflow Rainfall=1.30"

Area (sf)	CN	Description
2,689	98	Unconnected pavement, HSG A
689	61	>75% Grass cover, Good, HSG B
60	58	Woods/grass comb., Good, HSG B
3,438	90	Weighted Average
749		21.79% Pervious Area
2,689		78.21% Impervious Area
2,689		100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 1.1S: COURTYARD

Hydrograph



Summary for Subcatchment 1.2S: Commercial Courtyard

Runoff = 0.04 cfs @ 11.97 hrs, Volume= 0.002 af, Depth= 1.08"

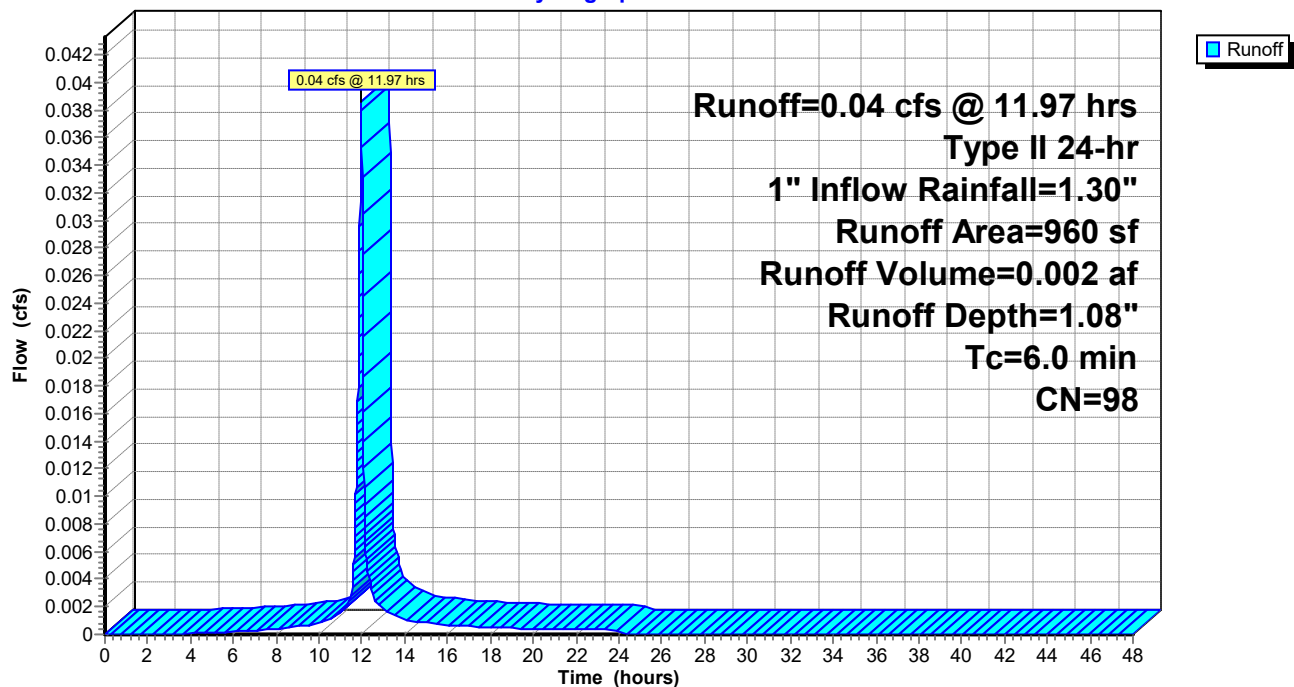
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Type II 24-hr 1" Inflow Rainfall=1.30"

	Area (sf)	CN	Description
*	960	98	Patio/Pavers
	960		100.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 1.2S: Commercial Courtyard

Hydrograph



Summary for Subcatchment 1.3S: OXFORD STREET SIDEWALK

Runoff = 0.03 cfs @ 11.97 hrs, Volume= 0.002 af, Depth= 0.76"

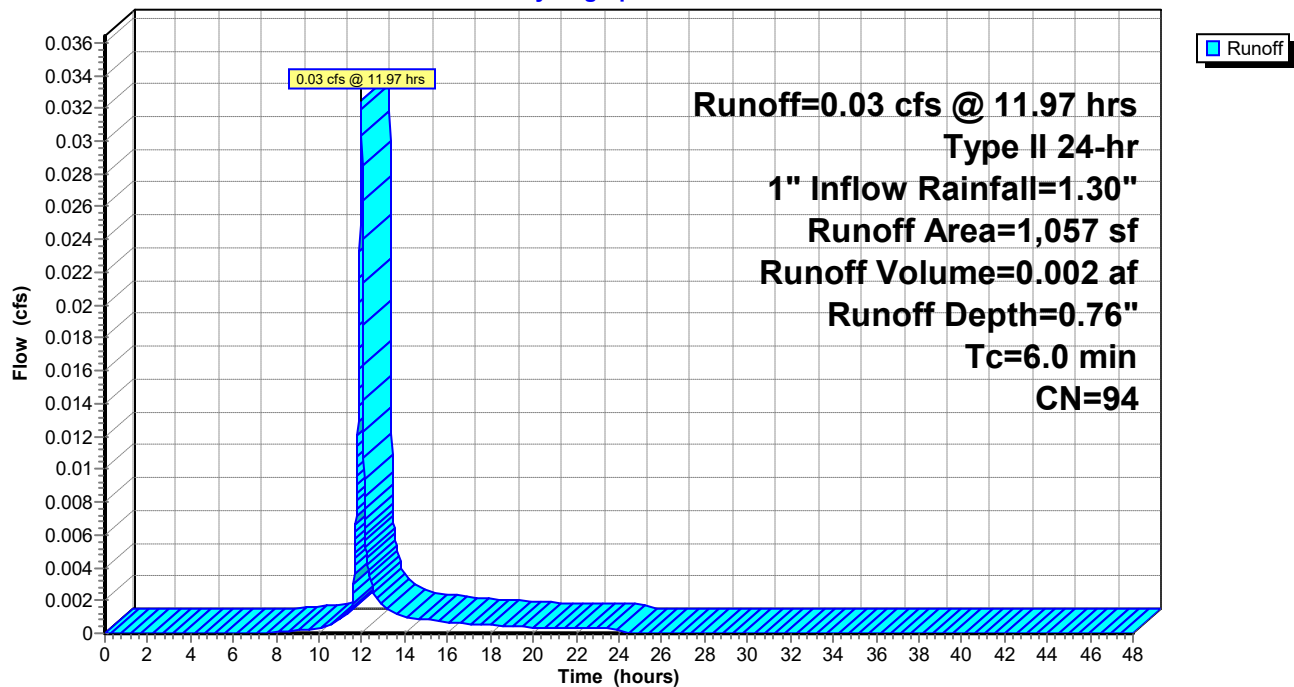
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Type II 24-hr 1" Inflow Rainfall=1.30"

Area (sf)	CN	Description
941	98	Unconnected pavement, HSG A
116	61	>75% Grass cover, Good, HSG B
1,057	94	Weighted Average
116		10.97% Pervious Area
941		89.03% Impervious Area
941		100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 1.3S: OXFORD STREET SIDEWALK

Hydrograph



Summary for Subcatchment 1.4S: PREBLE STREET SIDEWALK

Runoff = 0.01 cfs @ 11.99 hrs, Volume= 0.000 af, Depth= 0.22"

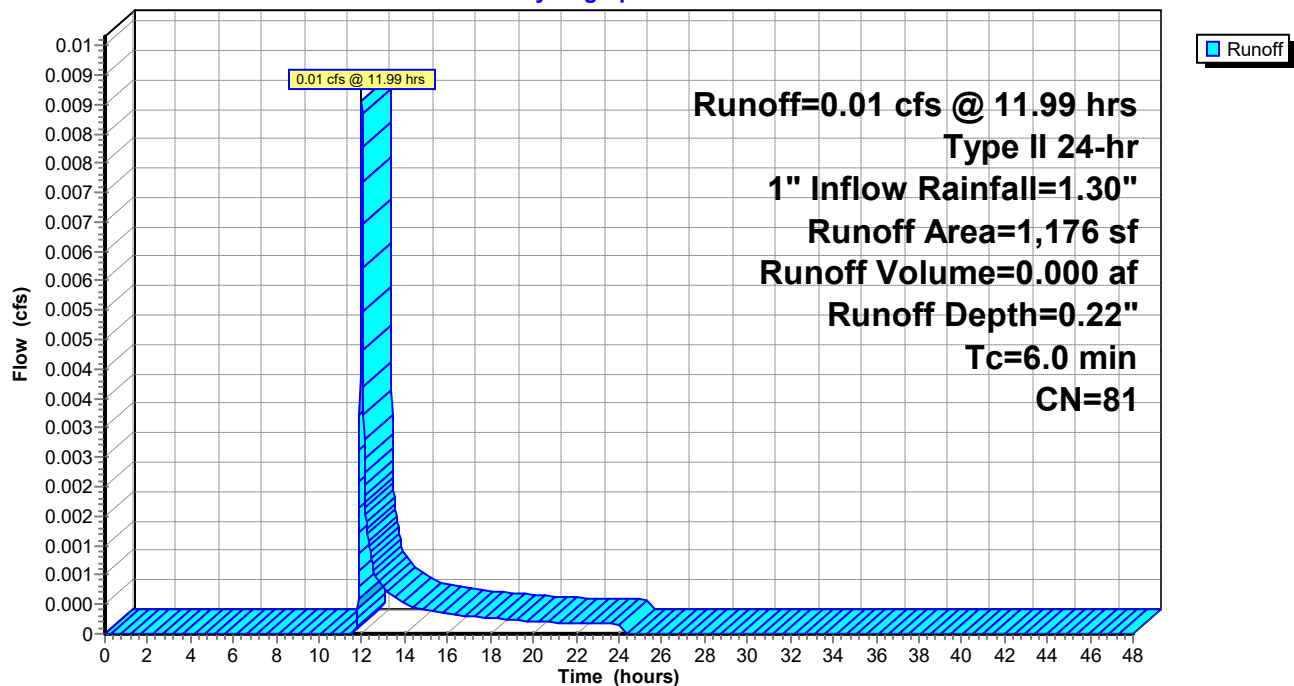
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Type II 24-hr 1" Inflow Rainfall=1.30"

Area (sf)	CN	Description
538	98	Unconnected pavement, HSG A
525	69	50-75% Grass cover, Fair, HSG B
113	61	>75% Grass cover, Good, HSG B
1,176	81	Weighted Average
638		54.25% Pervious Area
538		45.75% Impervious Area
538		100.00% Unconnected

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 1.4S: PREBLE STREET SIDEWALK

Hydrograph



Summary for Subcatchment 2S: ELM ST. SIDEWALK

Runoff = 0.00 cfs @ 13.38 hrs, Volume= 0.000 af, Depth= 0.03"

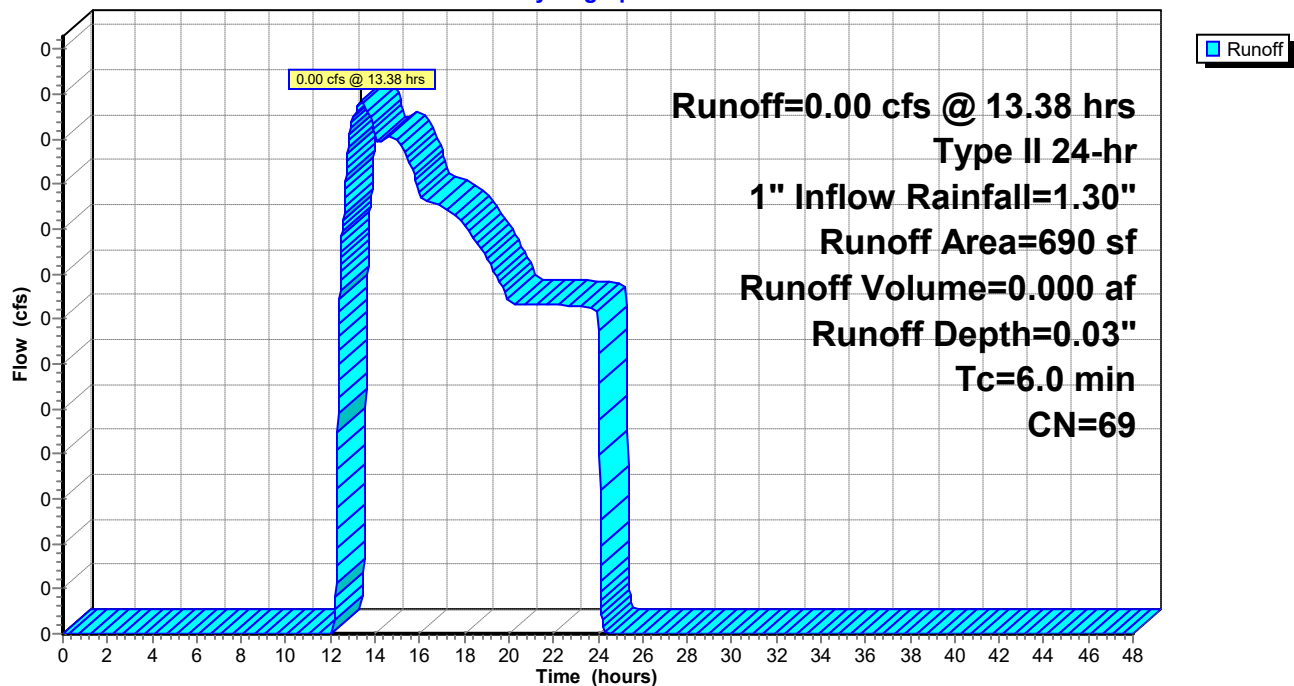
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
Type II 24-hr 1" Inflow Rainfall=1.30"

	Area (sf)	CN	Description
*	157	98	Sidewalk
	533	61	>75% Grass cover, Good, HSG B
	690	69	Weighted Average
	533		77.25% Pervious Area
	157		22.75% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
6.0					Direct Entry,

Subcatchment 2S: ELM ST. SIDEWALK

Hydrograph



Summary for Reach 1.1R: MS4 EXT.

Inflow Area = 0.532 ac, 96.77% Impervious, Inflow Depth > 0.96" for 1" Inflow event
 Inflow = 0.05 cfs @ 11.97 hrs, Volume= 0.043 af
 Outflow = 0.05 cfs @ 11.99 hrs, Volume= 0.043 af, Atten= 1%, Lag= 1.4 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs

Max. Velocity= 1.35 fps, Min. Travel Time= 0.9 min

Avg. Velocity= 0.84 fps, Avg. Travel Time= 1.4 min

Peak Storage= 3 cf @ 11.98 hrs

Average Depth at Peak Storage= 0.09'

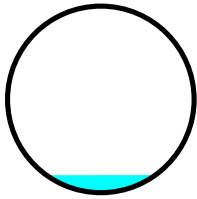
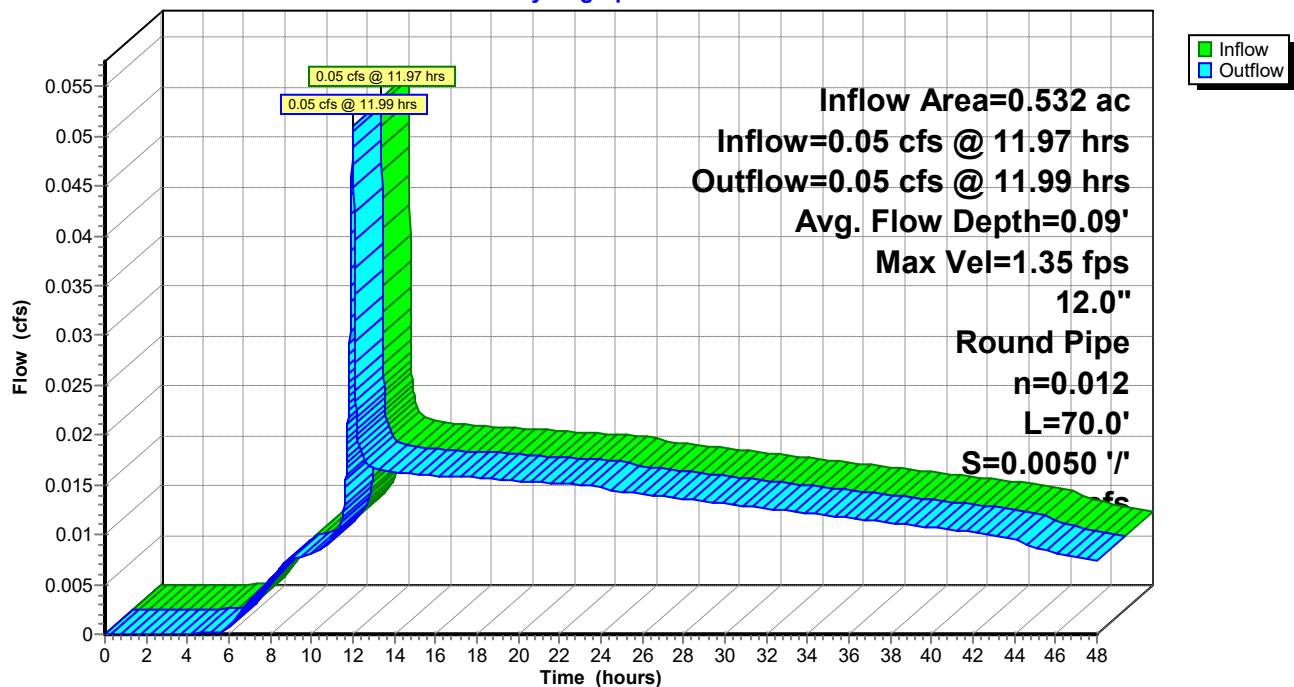
Bank-Full Depth= 1.00' Flow Area= 0.8 sf, Capacity= 2.73 cfs

12.0" Round Pipe

n= 0.012 Corrugated PP, smooth interior

Length= 70.0' Slope= 0.0050 '/'

Inlet Invert= 0.00', Outlet Invert= -0.35'

**Reach 1.1R: MS4 EXT.****Hydrograph**

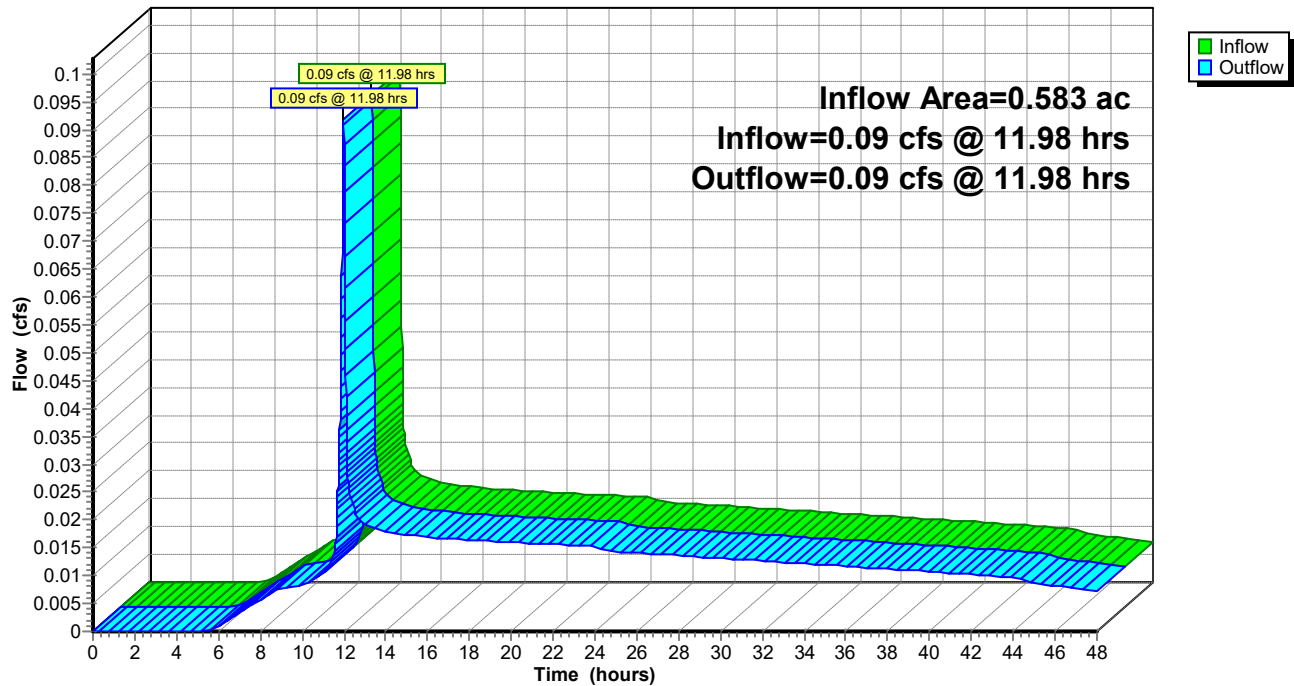
Stage-Area-Storage for Reach 1.1R: MS4 EXT.

Elevation (feet)	End-Area (sq-ft)	Storage (cubic-feet)	Elevation (feet)	End-Area (sq-ft)	Storage (cubic-feet)
0.00	0.0	0	0.52	0.4	29
0.01	0.0	0	0.53	0.4	30
0.02	0.0	0	0.54	0.4	30
0.03	0.0	0	0.55	0.4	31
0.04	0.0	1	0.56	0.5	32
0.05	0.0	1	0.57	0.5	32
0.06	0.0	1	0.58	0.5	33
0.07	0.0	2	0.59	0.5	34
0.08	0.0	2	0.60	0.5	34
0.09	0.0	2	0.61	0.5	35
0.10	0.0	3	0.62	0.5	36
0.11	0.0	3	0.63	0.5	36
0.12	0.1	4	0.64	0.5	37
0.13	0.1	4	0.65	0.5	38
0.14	0.1	5	0.66	0.5	38
0.15	0.1	5	0.67	0.6	39
0.16	0.1	6	0.68	0.6	40
0.17	0.1	6	0.69	0.6	40
0.18	0.1	7	0.70	0.6	41
0.19	0.1	7	0.71	0.6	42
0.20	0.1	8	0.72	0.6	42
0.21	0.1	8	0.73	0.6	43
0.22	0.1	9	0.74	0.6	44
0.23	0.1	10	0.75	0.6	44
0.24	0.1	10	0.76	0.6	45
0.25	0.2	11	0.77	0.6	45
0.26	0.2	11	0.78	0.7	46
0.27	0.2	12	0.79	0.7	47
0.28	0.2	13	0.80	0.7	47
0.29	0.2	13	0.81	0.7	48
0.30	0.2	14	0.82	0.7	48
0.31	0.2	15	0.83	0.7	49
0.32	0.2	15	0.84	0.7	49
0.33	0.2	16	0.85	0.7	50
0.34	0.2	16	0.86	0.7	50
0.35	0.2	17	0.87	0.7	51
0.36	0.3	18	0.88	0.7	51
0.37	0.3	18	0.89	0.7	52
0.38	0.3	19	0.90	0.7	52
0.39	0.3	20	0.91	0.8	53
0.40	0.3	21	0.92	0.8	53
0.41	0.3	21	0.93	0.8	53
0.42	0.3	22	0.94	0.8	54
0.43	0.3	23	0.95	0.8	54
0.44	0.3	23	0.96	0.8	54
0.45	0.3	24	0.97	0.8	54
0.46	0.4	25	0.98	0.8	55
0.47	0.4	25	0.99	0.8	55
0.48	0.4	26	1.00	0.8	55
0.49	0.4	27			
0.50	0.4	27			
0.51	0.4	28			

Summary for Reach 1R: POI #1 - PREBLE ST. MS4

Inflow Area = 0.583 ac, 94.09% Impervious, Inflow Depth > 0.92" for 1" Inflow event
Inflow = 0.09 cfs @ 11.98 hrs, Volume= 0.045 af
Outflow = 0.09 cfs @ 11.98 hrs, Volume= 0.045 af, Atten= 0%, Lag= 0.0 min

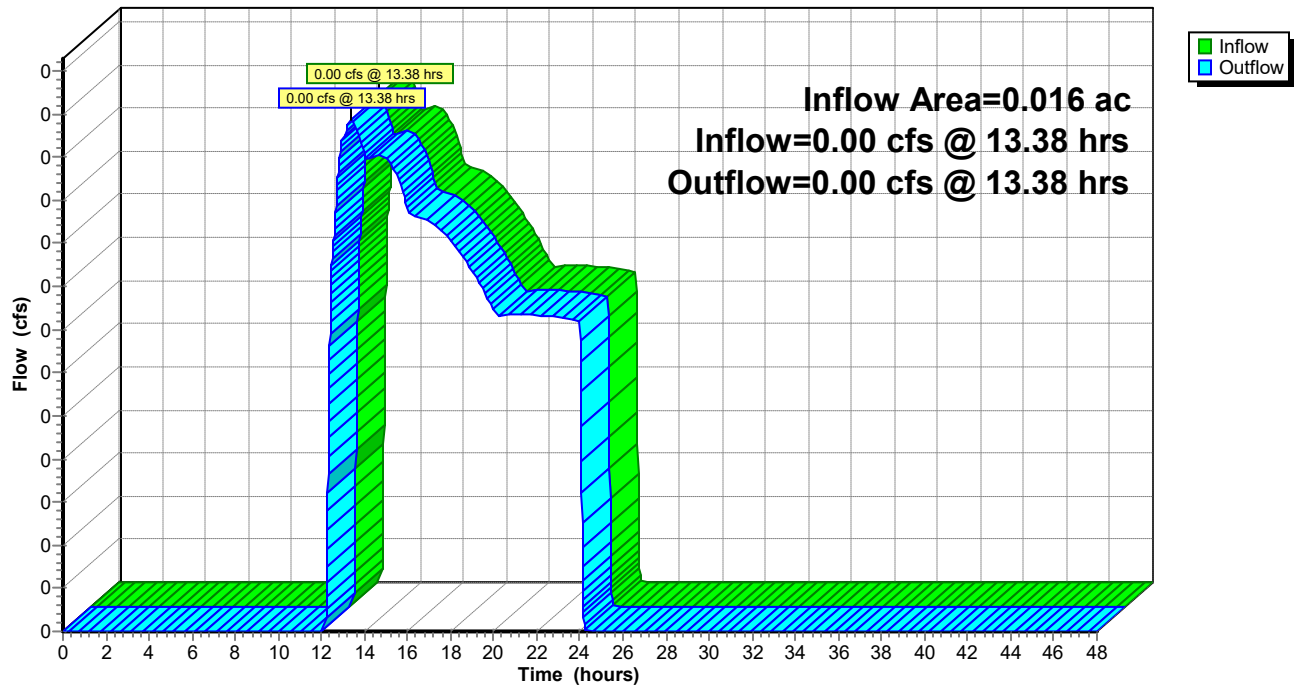
Routing by Stor-Ind+Trans method, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs

Reach 1R: POI #1 - PREBLE ST. MS4**Hydrograph**

Summary for Reach 2R: POI #2 - ELM ST. COMBINED SEWER

Inflow Area = 0.016 ac, 22.75% Impervious, Inflow Depth = 0.03" for 1" Inflow event
Inflow = 0.00 cfs @ 13.38 hrs, Volume= 0.000 af
Outflow = 0.00 cfs @ 13.38 hrs, Volume= 0.000 af, Atten= 0%, Lag= 0.0 min

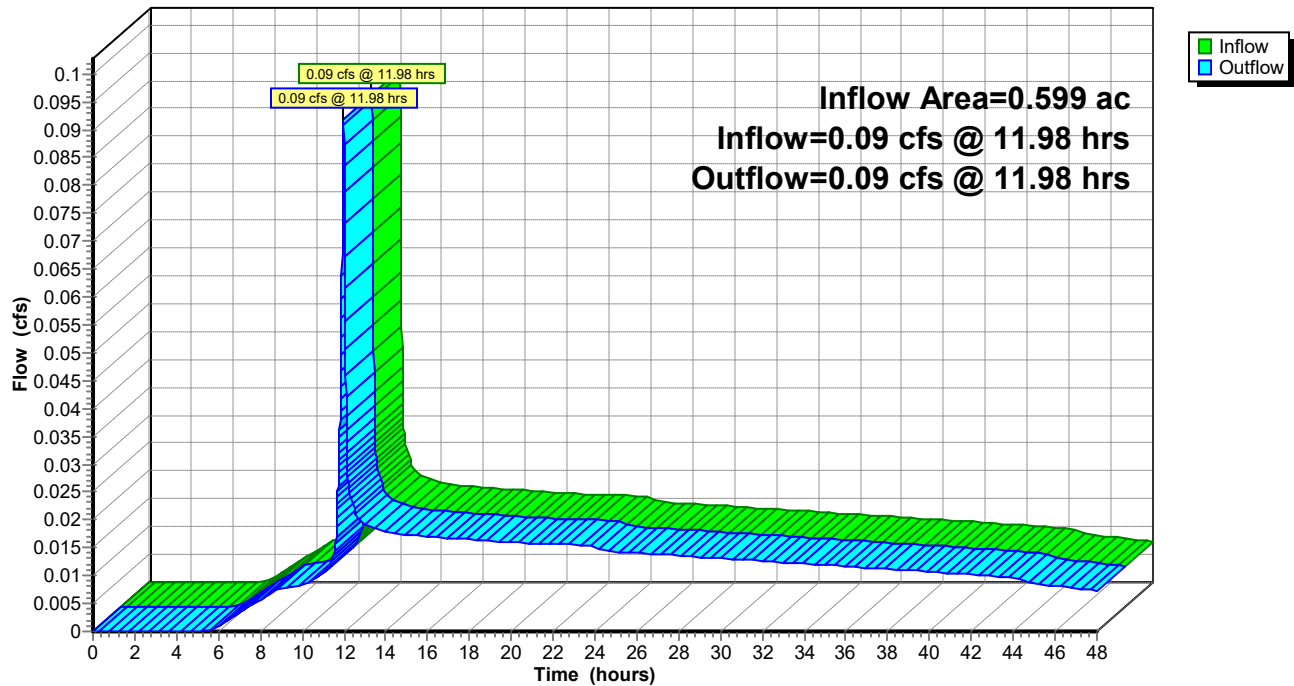
Routing by Stor-Ind+Trans method, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs

Reach 2R: POI #2 - ELM ST. COMBINED SEWER**Hydrograph**

Summary for Reach 99R: POI#99 - TOTAL

Inflow Area = 0.599 ac, 92.20% Impervious, Inflow Depth > 0.90" for 1" Inflow event
Inflow = 0.09 cfs @ 11.98 hrs, Volume= 0.045 af
Outflow = 0.09 cfs @ 11.98 hrs, Volume= 0.045 af, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs

Reach 99R: POI#99 - TOTAL**Hydrograph**

Summary for Pond 1P: R-TANK SYSTEM

Inflow Area = 0.510 ac, 96.63% Impervious, Inflow Depth = 1.00" for 1" Inflow event
 Inflow = 0.83 cfs @ 11.97 hrs, Volume= 0.042 af
 Outflow = 0.02 cfs @ 15.88 hrs, Volume= 0.041 af, Atten= 98%, Lag= 234.8 min
 Discarded = 0.00 cfs @ 0.00 hrs, Volume= 0.000 af
 Primary = 0.02 cfs @ 15.88 hrs, Volume= 0.041 af

Routing by Stor-Ind method, Time Span= 0.00-48.00 hrs, dt= 0.01 hrs
 Peak Elev= 37.23' @ 15.88 hrs Surf.Area= 562 sf Storage= 1,223 cf

Plug-Flow detention time= 850.4 min calculated for 0.041 af (96% of inflow)
 Center-of-Mass det. time= 826.4 min (1,608.1 - 781.7)

Volume	Invert	Avail.Storage	Storage Description
#1B	33.95'	742 cf	22.37'W x 25.11'L x 6.20'H Field B 3,483 cf Overall - 1,629 cf Embedded = 1,854 cf x 40.0% Voids
#2B	34.95'	1,547 cf	ACF R-Tank HD 3 x 126 Inside #1 Inside= 15.7"W x 50.4"H => 5.24 sf x 2.35'L = 12.3 cf Outside= 15.7"W x 50.4"H => 5.51 sf x 2.35'L = 12.9 cf 126 Chambers in 14 Rows
#3	44.10'	205 cf	RTANK OVERFLOWS (Prismatic) Listed below (Recalc) x 2
		2,494 cf	Total Available Storage

Storage Group B created with Chamber Wizard

Elevation (feet)	Surf.Area (sq-ft)	Inc.Store (cubic-feet)	Cum.Store (cubic-feet)
44.10	25	0	0
44.30	1,000	102	102

Device	Routing	Invert	Outlet Devices
#1	Primary	32.08'	12.0" Round 12" SD L= 30.0' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 32.08' / 31.78' S= 0.0100 '/' Cc= 0.900 n= 0.011 PVC, smooth interior, Flow Area= 0.79 sf
#2	Device 1	33.26'	STORM FILTER MH X 4.00 0.270" Diameter, C= 0.600, 0.263" Trickle Diameter Starts@34.76'
#3	Device 2	34.03'	4.0" Round RTANK 4" UD TO SF. L= 2.0' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 34.03' / 33.93' S= 0.0500 '/' Cc= 0.900 n= 0.010 PVC, smooth interior, Flow Area= 0.09 sf
#4	Device 1	39.00'	4.0' long x 0.7' breadth OCS WEIR WALL Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00 2.50 Coef. (English) 2.76 2.82 2.93 3.09 3.18 3.22 3.27 3.30 3.32 3.31 3.32
#5	Device 4	38.32'	8.0" Round RTANK 8" OVERFLOWS X 3.00 L= 26.0' CMP, projecting, no headwall, Ke= 0.900 Inlet / Outlet Invert= 38.32' / 37.80' S= 0.0200 '/' Cc= 0.900 n= 0.011, Flow Area= 0.35 sf

1192.5_60 ELM_POST_2-13-25

Type II 24-hr 1" Inflow Rainfall=1.30"

Prepared by {enter your company name here}

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Page 14

#6	Discarded	44.25'	10.0' long x 5.0' breadth SF PONDING
Head (feet) 0.20 0.40 0.60 0.80 1.00 1.20 1.40 1.60 1.80 2.00			
2.50 3.00 3.50 4.00 4.50 5.00 5.50			
Coef. (English) 2.34 2.50 2.70 2.68 2.68 2.66 2.65 2.65 2.65			
2.65 2.67 2.66 2.68 2.70 2.74 2.79 2.88			

Discarded OutFlow Max=0.00 cfs @ 0.00 hrs HW=33.95' (Free Discharge)
↑ **6=SF PONDING** (Controls 0.00 cfs)

Primary OutFlow Max=0.02 cfs @ 15.88 hrs HW=37.23' (Free Discharge)
↑ **1=12" SD** (Passes 0.02 cfs of 6.44 cfs potential flow)
↑ **2=STORM FILTER MH** (Orifice Controls 0.02 cfs @ 9.59 fps)
↑ **3=RTANK 4" UD TO SF.** (Passes 0.02 cfs of 0.58 cfs potential flow)
↑ **4=OCS WEIR WALL** (Controls 0.00 cfs)
↑ **5=RTANK 8" OVERFLOWS** (Controls 0.00 cfs)

Pond 1P: R-TANK SYSTEM - Chamber Wizard Field B**Chamber Model = ACF R-Tank HD 3 (ACF Environmental R-Tank HD)**

Inside= 15.7"W x 50.4"H => 5.24 sf x 2.35'L = 12.3 cf

Outside= 15.7"W x 50.4"H => 5.51 sf x 2.35'L = 12.9 cf

9 Chambers/Row x 2.35' Long = 21.11' Row Length +24.0" End Stone x 2 = 25.11' Base Length

14 Rows x 15.7" Wide + 24.0" Side Stone x 2 = 22.37' Base Width

12.0" Base + 50.4" Chamber Height + 12.0" Cover = 6.20' Field Height

126 Chambers x 12.3 cf = 1,547.5 cf Chamber Storage

126 Chambers x 12.9 cf = 1,628.9 cf Displacement

3,483.0 cf Field - 1,628.9 cf Chambers = 1,854.1 cf Stone x 40.0% Voids = 741.6 cf Stone Storage

Chamber Storage + Stone Storage = 2,289.1 cf = 0.053 af

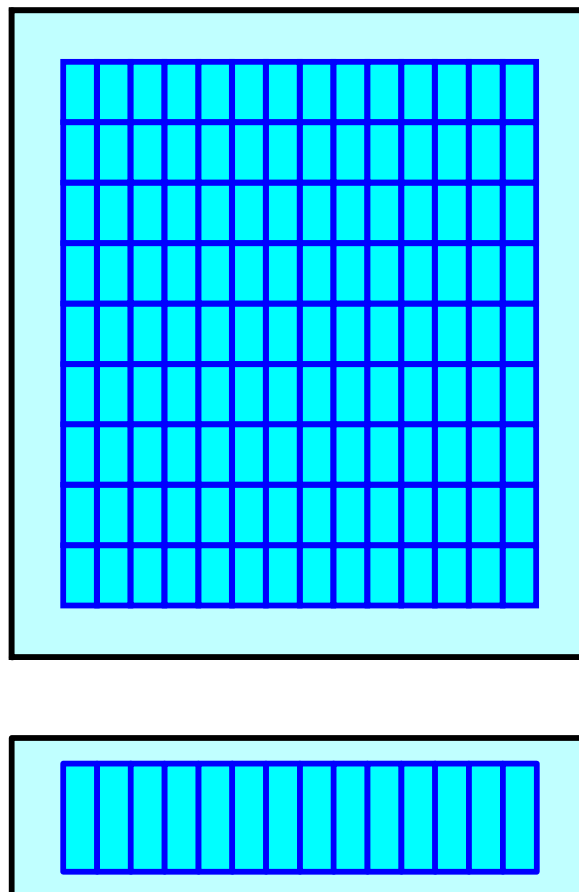
Overall Storage Efficiency = 65.7%

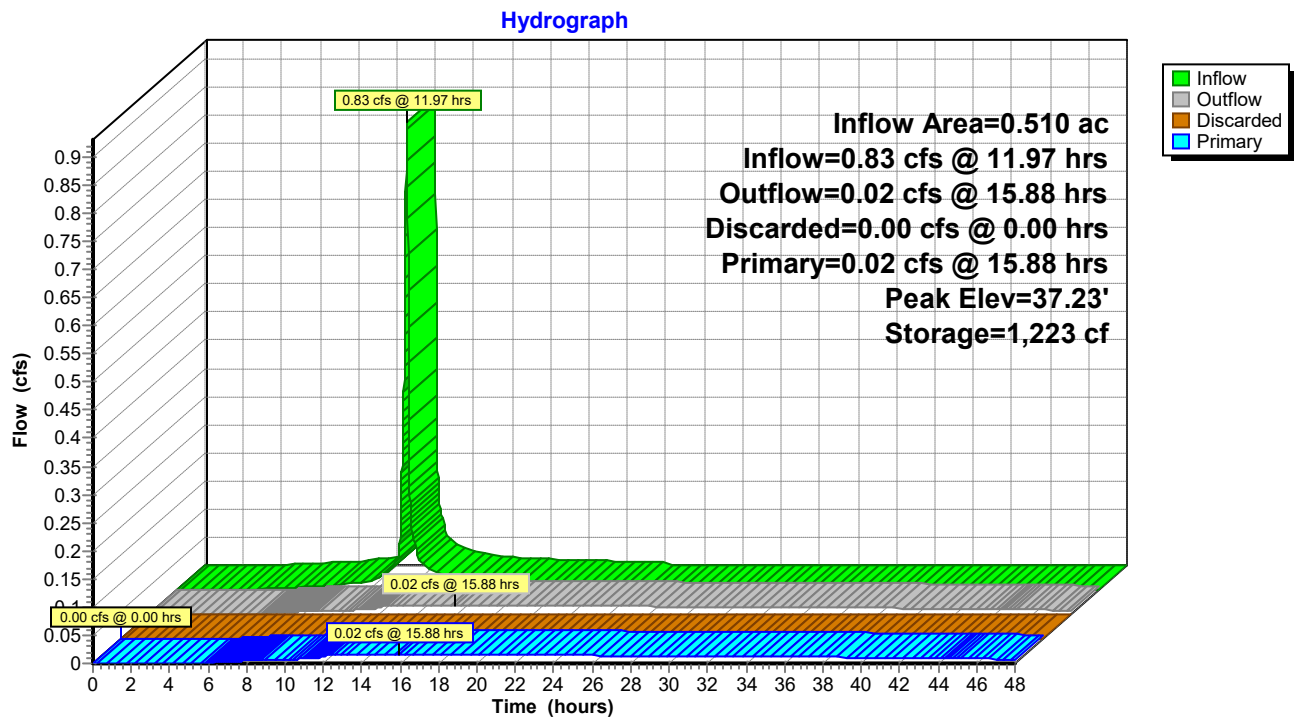
Overall System Size = 25.11' x 22.37' x 6.20'

126 Chambers

129.0 cy Field

68.7 cy Stone



Pond 1P: R-TANK SYSTEM

1192.5_60 ELM_POST_2-13-25*Type II 24-hr 1" Inflow Rainfall=1.30"*

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Page 17

Stage-Area-Storage for Pond 1P: R-TANK SYSTEM

Elevation (feet)	Storage (cubic-feet)	Elevation (feet)	Storage (cubic-feet)	Elevation (feet)	Storage (cubic-feet)
33.95	0	35.51	470	37.07	1,153
33.98	7	35.54	483	37.10	1,167
34.01	13	35.57	496	37.13	1,180
34.04	20	35.60	509	37.16	1,193
34.07	27	35.63	523	37.19	1,206
34.10	34	35.66	536	37.22	1,219
34.13	40	35.69	549	37.25	1,232
34.16	47	35.72	562	37.28	1,245
34.19	54	35.75	575	37.31	1,259
34.22	61	35.78	588	37.34	1,272
34.25	67	35.81	601	37.37	1,285
34.28	74	35.84	615	37.40	1,298
34.31	81	35.87	628	37.43	1,311
34.34	88	35.90	641	37.46	1,324
34.37	94	35.93	654	37.49	1,337
34.40	101	35.96	667	37.52	1,351
34.43	108	35.99	680	37.55	1,364
34.46	115	36.02	693	37.58	1,377
34.49	121	36.05	707	37.61	1,390
34.52	128	36.08	720	37.64	1,403
34.55	135	36.11	733	37.67	1,416
34.58	142	36.14	746	37.70	1,429
34.61	148	36.17	759	37.73	1,443
34.64	155	36.20	772	37.76	1,456
34.67	162	36.23	785	37.79	1,469
34.70	169	36.26	799	37.82	1,482
34.73	175	36.29	812	37.85	1,495
34.76	182	36.32	825	37.88	1,508
34.79	189	36.35	838	37.91	1,521
34.82	196	36.38	851	37.94	1,535
34.85	202	36.41	864	37.97	1,548
34.88	209	36.44	877	38.00	1,561
34.91	216	36.47	891	38.03	1,574
34.94	222	36.50	904	38.06	1,587
34.97	233	36.53	917	38.09	1,600
35.00	247	36.56	930	38.12	1,613
35.03	260	36.59	943	38.15	1,627
35.06	273	36.62	956	38.18	1,640
35.09	286	36.65	969	38.21	1,653
35.12	299	36.68	983	38.24	1,666
35.15	312	36.71	996	38.27	1,679
35.18	325	36.74	1,009	38.30	1,692
35.21	339	36.77	1,022	38.33	1,705
35.24	352	36.80	1,035	38.36	1,719
35.27	365	36.83	1,048	38.39	1,732
35.30	378	36.86	1,061	38.42	1,745
35.33	391	36.89	1,075	38.45	1,758
35.36	404	36.92	1,088	38.48	1,771
35.39	417	36.95	1,101	38.51	1,784
35.42	431	36.98	1,114	38.54	1,797
35.45	444	37.01	1,127	38.57	1,811
35.48	457	37.04	1,140	38.60	1,824

1192.5_60 ELM_POST_2-13-25*Type II 24-hr 1" Inflow Rainfall=1.30"*

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Page 18

Stage-Area-Storage for Pond 1P: R-TANK SYSTEM (continued)

Elevation (feet)	Storage (cubic-feet)	Elevation (feet)	Storage (cubic-feet)	Elevation (feet)	Storage (cubic-feet)
38.63	1,837	40.19	2,289	41.75	2,289
38.66	1,850	40.22	2,289	41.78	2,289
38.69	1,863	40.25	2,289	41.81	2,289
38.72	1,876	40.28	2,289	41.84	2,289
38.75	1,889	40.31	2,289	41.87	2,289
38.78	1,903	40.34	2,289	41.90	2,289
38.81	1,916	40.37	2,289	41.93	2,289
38.84	1,929	40.40	2,289	41.96	2,289
38.87	1,942	40.43	2,289	41.99	2,289
38.90	1,955	40.46	2,289	42.02	2,289
38.93	1,968	40.49	2,289	42.05	2,289
38.96	1,981	40.52	2,289	42.08	2,289
38.99	1,995	40.55	2,289	42.11	2,289
39.02	2,008	40.58	2,289	42.14	2,289
39.05	2,021	40.61	2,289	42.17	2,289
39.08	2,034	40.64	2,289	42.20	2,289
39.11	2,047	40.67	2,289	42.23	2,289
39.14	2,060	40.70	2,289	42.26	2,289
39.17	2,069	40.73	2,289	42.29	2,289
39.20	2,076	40.76	2,289	42.32	2,289
39.23	2,082	40.79	2,289	42.35	2,289
39.26	2,089	40.82	2,289	42.38	2,289
39.29	2,096	40.85	2,289	42.41	2,289
39.32	2,103	40.88	2,289	42.44	2,289
39.35	2,109	40.91	2,289	42.47	2,289
39.38	2,116	40.94	2,289	42.50	2,289
39.41	2,123	40.97	2,289	42.53	2,289
39.44	2,130	41.00	2,289	42.56	2,289
39.47	2,136	41.03	2,289	42.59	2,289
39.50	2,143	41.06	2,289	42.62	2,289
39.53	2,150	41.09	2,289	42.65	2,289
39.56	2,157	41.12	2,289	42.68	2,289
39.59	2,163	41.15	2,289	42.71	2,289
39.62	2,170	41.18	2,289	42.74	2,289
39.65	2,177	41.21	2,289	42.77	2,289
39.68	2,184	41.24	2,289	42.80	2,289
39.71	2,190	41.27	2,289	42.83	2,289
39.74	2,197	41.30	2,289	42.86	2,289
39.77	2,204	41.33	2,289	42.89	2,289
39.80	2,211	41.36	2,289	42.92	2,289
39.83	2,217	41.39	2,289	42.95	2,289
39.86	2,224	41.42	2,289	42.98	2,289
39.89	2,231	41.45	2,289	43.01	2,289
39.92	2,238	41.48	2,289	43.04	2,289
39.95	2,244	41.51	2,289	43.07	2,289
39.98	2,251	41.54	2,289	43.10	2,289
40.01	2,258	41.57	2,289	43.13	2,289
40.04	2,265	41.60	2,289	43.16	2,289
40.07	2,271	41.63	2,289	43.19	2,289
40.10	2,278	41.66	2,289	43.22	2,289
40.13	2,285	41.69	2,289	43.25	2,289
40.16	2,289	41.72	2,289	43.28	2,289

Stage-Area-Storage for Pond 1P: R-TANK SYSTEM (continued)

Elevation (feet)	Storage (cubic-feet)
43.31	2,289
43.34	2,289
43.37	2,289
43.40	2,289
43.43	2,289
43.46	2,289
43.49	2,289
43.52	2,289
43.55	2,289
43.58	2,289
43.61	2,289
43.64	2,289
43.67	2,289
43.70	2,289
43.73	2,289
43.76	2,289
43.79	2,289
43.82	2,289
43.85	2,289
43.88	2,289
43.91	2,289
43.94	2,289
43.97	2,289
44.00	2,289
44.03	2,289
44.06	2,289
44.09	2,289
44.12	2,292
44.15	2,304
44.18	2,324
44.21	2,354
44.24	2,392
44.27	2,439
44.30	2,494

SECTION J

STORMWATER MANAGMENT REPORT

Attachment D: USDA Soil Survey





United States
Department of
Agriculture

NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for Cumberland County and Part of Oxford County, Maine



January 16, 2025

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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Contents

Preface	2
How Soil Surveys Are Made	5
Soil Map	8
Soil Map.....	9
Legend.....	10
Map Unit Legend.....	12
Map Unit Descriptions.....	12
Cumberland County and Part of Oxford County, Maine.....	14
Au—Au Gres loamy sand.....	14
DeB—Deerfield loamy fine sand, 3 to 8 percent slopes.....	15
HIB—Hinckley loamy sand, 3 to 8 percent slopes.....	16
Soil Information for All Uses	18
Soil Properties and Qualities.....	18
Soil Qualities and Features.....	18
Hydrologic Soil Group.....	18
References	24

How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

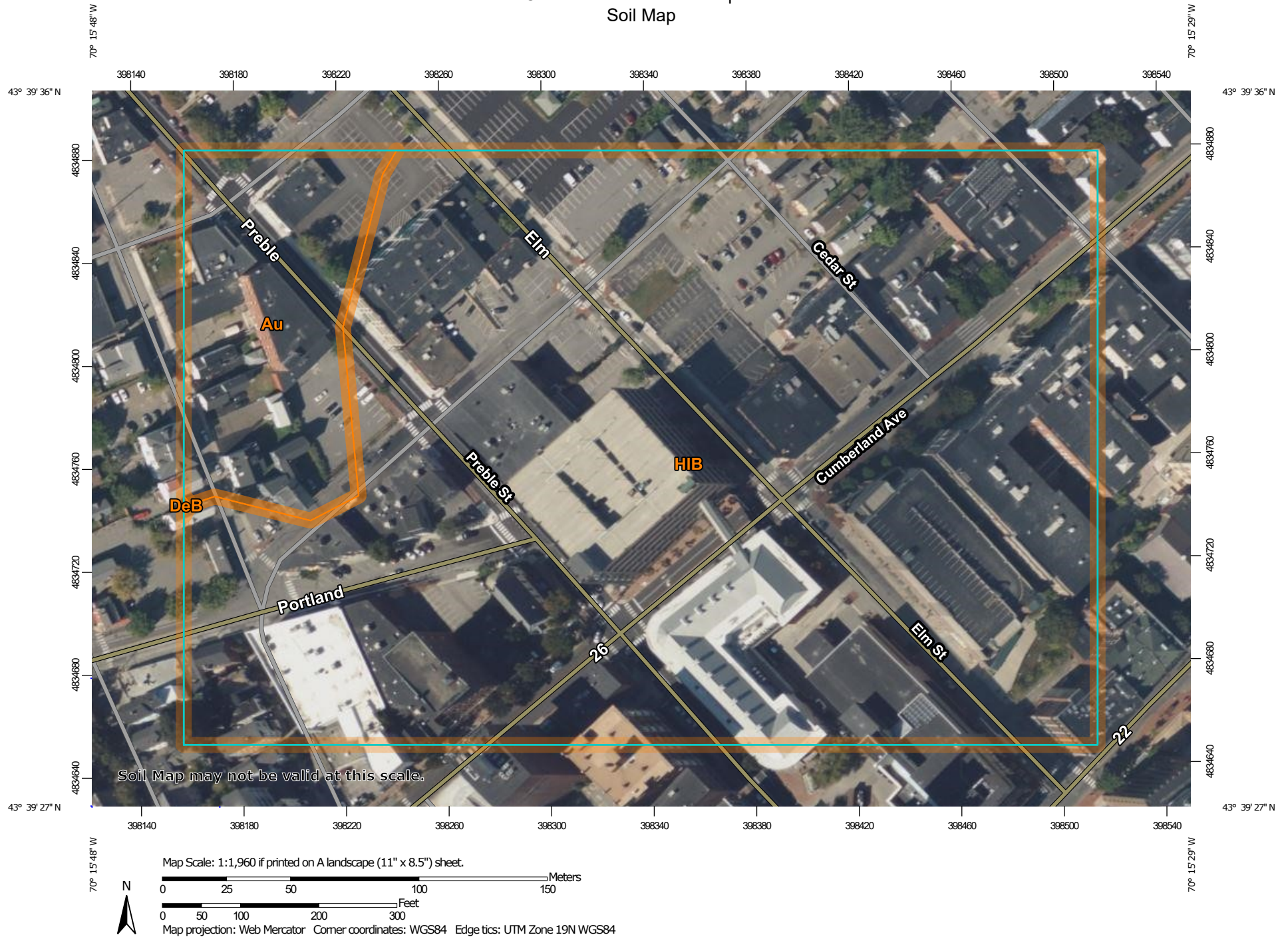
Custom Soil Resource Report

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report Soil Map



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features

 Blowout

 Borrow Pit

 Clay Spot

 Closed Depression

 Gravel Pit

 Gravelly Spot

 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water

 Perennial Water

 Rock Outcrop

 Saline Spot

 Sandy Spot

 Severely Eroded Spot

 Sinkhole

 Slide or Slip

 Sodic Spot

 Spoil Area

 Stony Spot

 Very Stony Spot

 Wet Spot

 Other

 Special Line Features

Water Features

 Streams and Canals

Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Cumberland County and Part of Oxford County, Maine
Survey Area Data: Version 21, Aug 26, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 19, 2020—Sep 20, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background

MAP LEGEND

MAP INFORMATION

imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Au	Au Gres loamy sand	2.3	11.5%
DeB	Deerfield loamy fine sand, 3 to 8 percent slopes	0.0	0.0%
HIB	Hinckley loamy sand, 3 to 8 percent slopes	18.1	88.5%
Totals for Area of Interest		20.4	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The

delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Cumberland County and Part of Oxford County, Maine

Au—Au Gres loamy sand

Map Unit Setting

National map unit symbol: blgr
Elevation: 10 to 1,800 feet
Mean annual precipitation: 29 to 50 inches
Mean annual air temperature: 41 to 46 degrees F
Frost-free period: 90 to 160 days
Farmland classification: Farmland of local importance

Map Unit Composition

Au gres and similar soils: 85 percent
Minor components: 10 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Au Gres

Setting

Landform: Outwash plains
Landform position (two-dimensional): Toeslope
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Sandy glaciofluvial deposits derived from granite and gneiss

Typical profile

H1 - 0 to 10 inches: loamy sand
H2 - 10 to 32 inches: loamy sand
H3 - 32 to 65 inches: sand

Properties and qualities

Slope: 0 to 3 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Capacity of the most limiting layer to transmit water (Ksat): High (2.00 to 6.00 in/hr)
Depth to water table: About 0 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Available water supply, 0 to 60 inches: Low (about 3.6 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: A/D
Hydric soil rating: Yes

Minor Components

Saugatuck

Percent of map unit: 6 percent
Landform: Outwash plains
Landform position (two-dimensional): Toeslope
Landform position (three-dimensional): Talf

Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: Yes

Walpole

Percent of map unit: 2 percent
Landform: Outwash plains
Landform position (two-dimensional): Toeslope
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Hydric soil rating: Yes

Scantic

Percent of map unit: 2 percent
Landform: Coastal plains
Landform position (two-dimensional): Toeslope
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Hydric soil rating: Yes

DeB—Deerfield loamy fine sand, 3 to 8 percent slopes

Map Unit Setting

National map unit symbol: 2xfg9
Elevation: 0 to 1,190 feet
Mean annual precipitation: 36 to 71 inches
Mean annual air temperature: 39 to 55 degrees F
Frost-free period: 145 to 240 days
Farmland classification: Farmland of statewide importance

Map Unit Composition

Deerfield and similar soils: 85 percent
Minor components: 5 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Deerfield

Setting

Landform: Kame terraces, outwash plains, outwash terraces, outwash deltas
Landform position (three-dimensional): Tread
Down-slope shape: Concave, convex, linear
Across-slope shape: Convex, linear, concave
Parent material: Sandy outwash derived from granite, gneiss, and/or quartzite

Typical profile

Ap - 0 to 9 inches: loamy fine sand
Bw - 9 to 25 inches: loamy fine sand
BC - 25 to 33 inches: fine sand
Cg - 33 to 60 inches: sand

Properties and qualities

Slope: 3 to 8 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Moderately well drained
Runoff class: Very low
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to very high (1.42 to 99.90 in/hr)
Depth to water table: About 15 to 37 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline (0.0 to 1.9 mmhos/cm)
Sodium adsorption ratio, maximum: 11.0
Available water supply, 0 to 60 inches: Moderate (about 6.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2w
Hydrologic Soil Group: A
Ecological site: F144AY027MA - Moist Sandy Outwash
Hydric soil rating: No

Minor Components

Wareham

Percent of map unit: 5 percent
Landform: Depressions, drainageways
Down-slope shape: Concave
Across-slope shape: Concave
Hydric soil rating: Yes

HIB—Hinckley loamy sand, 3 to 8 percent slopes

Map Unit Setting

National map unit symbol: 2svm8
Elevation: 0 to 1,430 feet
Mean annual precipitation: 36 to 53 inches
Mean annual air temperature: 39 to 55 degrees F
Frost-free period: 140 to 240 days
Farmland classification: Farmland of statewide importance

Map Unit Composition

Hinckley and similar soils: 85 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Hinckley

Setting

Landform: Outwash plains, eskers, moraines, kame terraces, kames, outwash terraces, outwash deltas
Landform position (two-dimensional): Summit, shoulder, backslope, footslope

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Landform position (three-dimensional): Nose slope, side slope, base slope, crest, riser, tread

Down-slope shape: Concave, convex, linear

Across-slope shape: Convex, linear, concave

Parent material: Sandy and gravelly glaciofluvial deposits derived from gneiss and/or granite and/or schist

Typical profile

Oe - 0 to 1 inches: moderately decomposed plant material

A - 1 to 8 inches: loamy sand

Bw1 - 8 to 11 inches: gravelly loamy sand

Bw2 - 11 to 16 inches: gravelly loamy sand

BC - 16 to 19 inches: very gravelly loamy sand

C - 19 to 65 inches: very gravelly sand

Properties and qualities

Slope: 3 to 8 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Excessively drained

Runoff class: Very low

Capacity of the most limiting layer to transmit water (Ksat): Moderately high to very high (1.42 to 99.90 in/hr)

Depth to water table: More than 80 inches

Frequency of flooding: None

Frequency of ponding: None

Maximum salinity: Nonsaline (0.0 to 1.9 mmhos/cm)

Available water supply, 0 to 60 inches: Very low (about 3.0 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 3s

Hydrologic Soil Group: A

Ecological site: F144AY022MA - Dry Outwash

Hydric soil rating: No

Soil Information for All Uses

Soil Properties and Qualities

The Soil Properties and Qualities section includes various soil properties and qualities displayed as thematic maps with a summary table for the soil map units in the selected area of interest. A single value or rating for each map unit is generated by aggregating the interpretive ratings of individual map unit components. This aggregation process is defined for each property or quality.

Soil Qualities and Features

Soil qualities are behavior and performance attributes that are not directly measured, but are inferred from observations of dynamic conditions and from soil properties. Example soil qualities include natural drainage, and frost action. Soil features are attributes that are not directly part of the soil. Example soil features include slope and depth to restrictive layer. These features can greatly impact the use and management of the soil.

Hydrologic Soil Group

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

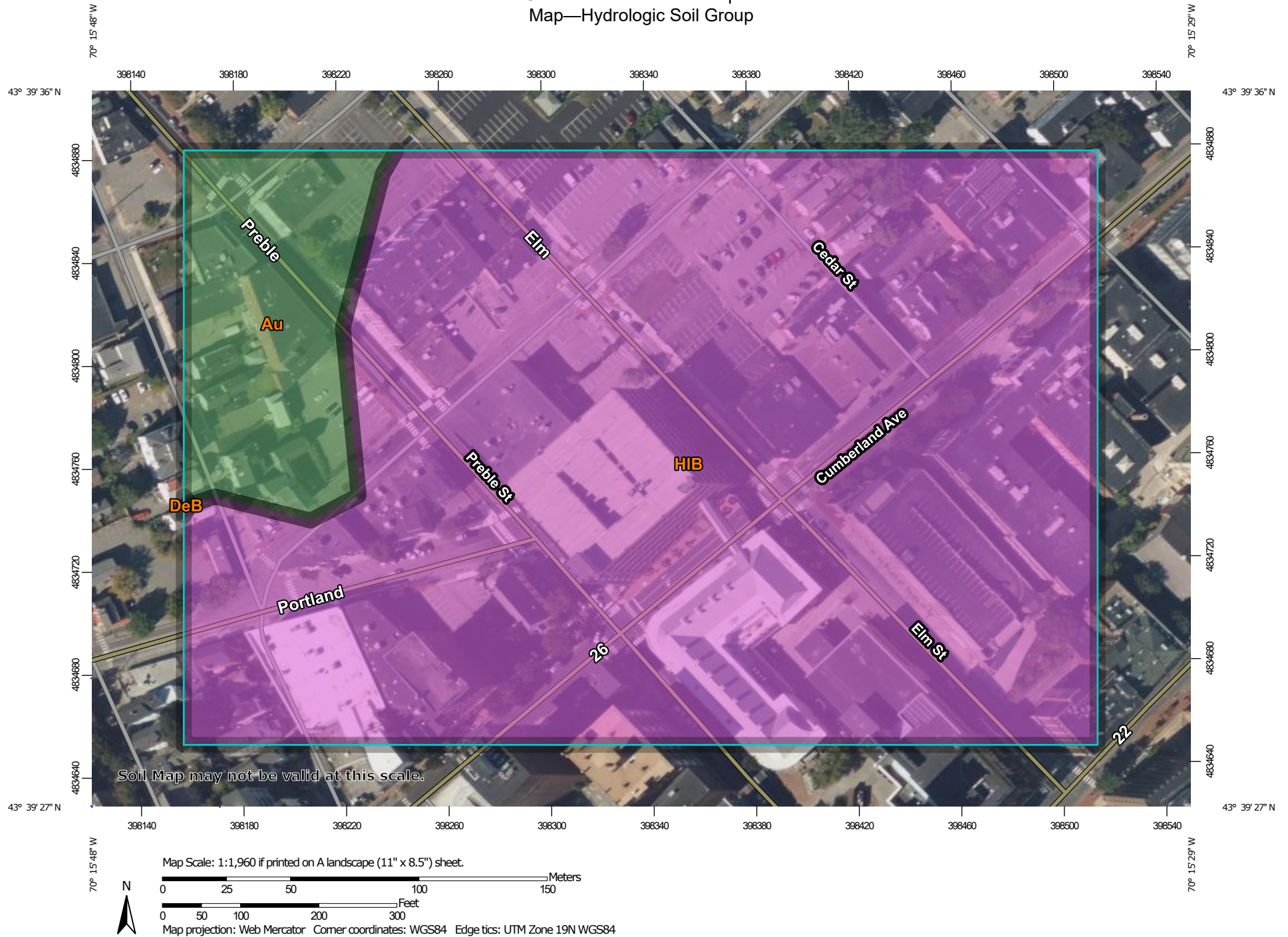
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Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Custom Soil Resource Report Map—Hydrologic Soil Group



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

Soil Rating Polygons

 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Lines

 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Points

 A
 A/D
 B
 B/D

 C
 C/D
 D
 Not rated or not available

Water Features

 Streams and Canals

Transportation

 Rails
 Interstate Highways
 US Routes
 Major Roads
 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Cumberland County and Part of Oxford County, Maine
 Survey Area Data: Version 21, Aug 26, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 19, 2020—Sep 20, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background

MAP LEGEND

MAP INFORMATION

imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Table—Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
Au	Au Gres loamy sand	A/D	2.3	11.5%
DeB	Deerfield loamy fine sand, 3 to 8 percent slopes	A	0.0	0.0%
HIB	Hinckley loamy sand, 3 to 8 percent slopes	A	18.1	88.5%
Totals for Area of Interest			20.4	100.0%

Rating Options—Hydrologic Soil Group

Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher

References

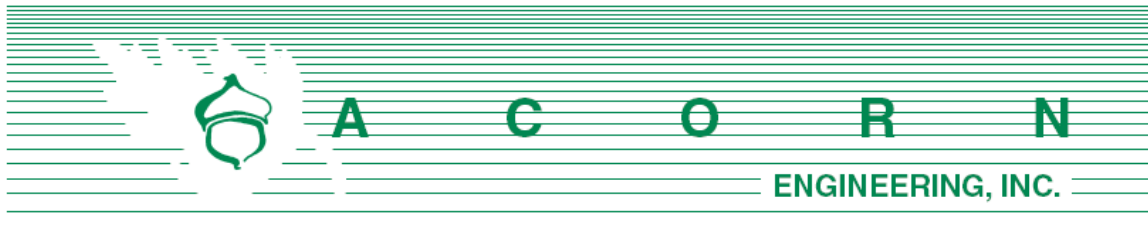
- American Association of State Highway and Transportation Officials (AASHTO). 2004. Standard specifications for transportation materials and methods of sampling and testing. 24th edition.
- American Society for Testing and Materials (ASTM). 2005. Standard classification of soils for engineering purposes. ASTM Standard D2487-00.
- Cowardin, L.M., V. Carter, F.C. Golet, and E.T. LaRoe. 1979. Classification of wetlands and deep-water habitats of the United States. U.S. Fish and Wildlife Service FWS/OBS-79/31.
- Federal Register. July 13, 1994. Changes in hydric soils of the United States.
- Federal Register. September 18, 2002. Hydric soils of the United States.
- Hurt, G.W., and L.M. Vasilas, editors. Version 6.0, 2006. Field indicators of hydric soils in the United States.
- National Research Council. 1995. Wetlands: Characteristics and boundaries.
- Soil Survey Division Staff. 1993. Soil survey manual. Soil Conservation Service. U.S. Department of Agriculture Handbook 18. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_054262
- Soil Survey Staff. 1999. Soil taxonomy: A basic system of soil classification for making and interpreting soil surveys. 2nd edition. Natural Resources Conservation Service, U.S. Department of Agriculture Handbook 436. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053577
- Soil Survey Staff. 2010. Keys to soil taxonomy. 11th edition. U.S. Department of Agriculture, Natural Resources Conservation Service. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053580
- Tiner, R.W., Jr. 1985. Wetlands of Delaware. U.S. Fish and Wildlife Service and Delaware Department of Natural Resources and Environmental Control, Wetlands Section.
- United States Army Corps of Engineers, Environmental Laboratory. 1987. Corps of Engineers wetlands delineation manual. Waterways Experiment Station Technical Report Y-87-1.
- United States Department of Agriculture, Natural Resources Conservation Service. National forestry manual. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/home/?cid=nrcs142p2_053374
- United States Department of Agriculture, Natural Resources Conservation Service. National range and pasture handbook. <http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/landuse/rangepasture/?cid=stelprdb1043084>

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United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2_054242

United States Department of Agriculture, Natural Resources Conservation Service. 2006. Land resource regions and major land resource areas of the United States, the Caribbean, and the Pacific Basin. U.S. Department of Agriculture Handbook 296. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053624

United States Department of Agriculture, Soil Conservation Service. 1961. Land capability classification. U.S. Department of Agriculture Handbook 210. http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_052290.pdf



K. EROSION & SEDIMENTATION **CONTROL REPORT**

Prepared For:

**60 Elm Street LLC
511 Congress Street. Floor 6
Portland, Maine 04101**

Prepared By:

**Acorn Engineering, Inc.
PO Box 3372
Portland, Maine 04104**



February 2025

INTRODUCTION

Acorn Engineering Inc. has been retained by 60 Elm Street LLC, to provide civil engineering services for the proposed development at 61 Preble Street in Portland, Maine. The property consists of approximately 0.60 acres of land to be transformed into a 9-10-story building primarily for residential use with retail and restaurant space on the first floor. The project will reside at Map, Book Lot (033 M001001, 033 M012001) whose lot line will be adjusted to encompass the entire development.

The following Erosion and Sedimentation Control Report was developed in accordance with the City of Portland Technical Manual – Section 5 – Portland Stormwater Management Standards and the Maine DEP Chapter 500 Stormwater Management Appendix A and B (1), Amended August 12, 2015. This narrative also meets the standards required in the Maine DEP's Erosion & Sediment Control BMP's Manual, revised in 2016.

1.0 EXISTING CONDITIONS

The project site is bordered by Preble Street, Oxford Street, and Elm Street. A boundary plan has been prepared by Owen Haskell Inc., dated December 8th, 2022, last revised March 2nd, 2024.

The applicable zoning districts are B3 Downtown Business and is within the Bayside Height Overlay Zone.

The site currently consists of a 0.60-acre parcel with approximately 96% impervious cover, between the existing parking lot and building on site. Currently the lot has slopes ranging up to 9% with the primary drainage point being the Preble Street separated sewer. Some of the runoff enters the sewer system.

The site is currently developed and does not contain or propose onsite wastewater. Proposed stormwater management features on site are to be lined and will not be infiltration systems. Please refer to the Stormwater Management Report for and plan details for more information on the proposed systems.

It is our understanding that the site is not located within any protected natural resources or within the watershed of an urban impaired stream. Therefore, per City standards this document intends to comply with the Basic standards pursuant to Maine DEP Chapter 500 Stormwater Management Rules.

1.1 Existing Soils

Onsite soil information derived from the following resources:

- Soil Conservation Service Medium Intensity Soil Survey for Cumberland County
- United States Department of Agriculture Web Soil Survey



- Geotechnical Report prepared by Summit Geoengineering Services, dated 10/22/24

Summit Geoengineering Services (SGS) conducted a geotechnical investigation for the site concluded on October 22nd, 2024. SGS's scope of work consisted of the observations of six soil borings, one observation well, laboratory testing, and the preparation of the attached geotechnical report summarizing their findings. Please refer to the geotechnical report prepared by Summit Geoengineering services analysis and site recommendations. As addressed in SGS's report, an environmental assessment was performed by TRC companies.

The area within and surrounding the project includes soil types listed in the table below. The susceptibility of soils to erosion is indicated on a relative "K" scale of values over a range of 0.02 to 0.69. Higher "K" values indicate more erodible soils.

Table 1 - "K" Value		
Soils Type	Subsurface	Substratum
Au Gres Loamy Sand	0.15	0.15
Deerfield Loamy Fine Sand	0.20	0.20
Hinckley loamy Sand	0.17	0.17

The soil "K" value for the soil, listed above, shows a low susceptibility to erosion. The site's susceptibility to erosion is from the Soil Conservation Service Medium Intensity Soil Survey for Cumberland County. Although the soil "K" value shows a low susceptibility to erosion, implementation of the proposed Erosion & Sedimentation Measures by the contractor will be of the utmost importance given the sustained slope throughout the site.

1.2 Existing Erosion Problems

There are no signs of erosion.

1.3 Critical Areas

Critical areas on site that may require special attention during construction would be the existing urban fill to be managed on site, with some export.

1.4 Protected Natural Resource

The client is not aware of the presence of any existing significant natural features located on the site as listed in Section 14-526 (b) 1. of the Land Use Code. The project is not located within a watershed classified as an Urban Impaired Stream by the Maine DEP.



1.5 Previous Construction Activity (5 years)

Acorn Engineering, Inc. is not aware of any construction related activities within the project limits within the past 5 years.

1.6 Timber Harvesting

Acorn Engineering, Inc. is not aware of any timber harvesting within the past five years.

2.0 EROSION CONTROL MEASURES AND SITE STABILIZATION

As part of the site development, the following temporary and permanent erosion and sedimentation control devices shall be implemented. Devices shall be installed as described in this report or within the plan set. See the Maine Erosion and Sediment Control Handbook for Construction: Best Management Practices for further reference.

2.1 Temporary Erosion Control Measures

The following temporary erosion and sedimentation control measures are planned for the project's construction period:

2.1.1 Crushed stone stabilized construction entrances shall be placed at all access points to the project site where there are disturbed areas. The following specifications shall be followed at a minimum:

- Stone size shall be 2-3 inches, or reclaimed or recycled concrete equivalent.
- The thickness of the entrance stone layer shall be no less than 6 inches.
- The entrance shall not be less than 20 feet wide, however not less than the full width of points where ingress or egress occurs. The length shall not be less than 50 feet in length.
- Geotextile fabric (woven or non-woven) shall be placed over the entire entrance area.
- The entrance/exit shall be maintained to the extent that it will prevent the tracking of sediment onto public road ways.

2.1.2 Siltation fence or erosion control berm shall be installed downgradient 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 large volumes of water behind the fence or berm, the barrier shall be replaced with a stone check dam. When time for removal, it is recommended that silt fences be removed by cutting the fence material at ground level to avoid additional soil disturbance.



- 2.1.3 Hay mulch, including hydroseeding, is intended to provide cover for denuded or seeded areas until revegetation is established. Temporary mulch should be applied to areas that will not be actively worked for more than 14 days (7 days in sensitive areas). Mulch placed between April 15th and November 1st on slopes of less than 15 percent shall be covered by fabric netting and anchored with staples in accordance with the manufacturer's recommendation. Mulch placed between November 1st and April 15th on slopes equal to or steeper than 8 percent and equal to or flatter than 2:1 shall use mats or fabric netting and anchored with staples in accordance with the manufacturer's recommendation.
- 2.1.4 At any time of the year, all slopes greater than 3:1 shall be stabilized with Double Net Erosion Control Blanket Bionet SC150BN by North American Green or Approved Equal, or Erosion Control Mix Slope Protection as detailed within the plans.
- 2.1.5 Preble, Oxford, and Elm Street shall be swept 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.
- 2.1.6 During demolition, stone check dams shall be installed at any areas of concentrated flow. The maximum height of the check dam shall not exceed 2 feet. The center of the check dam shall be 6 inches below the outer edges of the dam. The contractor shall mulch the side slopes and install stone check dams for all newly excavated ditch lines within 24 hours of their creation.
- 2.1.7 Silt fence stake spacing shall not exceed 6 feet unless the fence is supported with 14-gauge wire in which case the maximum spacing shall not exceed 10 feet. The silt fence shall be "toed" into the ground.
- 2.1.8 Storm drain inlet protection shall be provided to storm drains using 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 $\frac{1}{2}$ the design height.
- 2.1.9 Dust control shall be accomplished using any of the following: water, calcium chloride, stone, or an approved MDEP product. Dust control shall be applied as needed to accomplish dust control.
- 2.1.10 Temporary loam, seed, and mulching shall be used in areas where no other erosion control measure is used. Application rates for seeding are provided at the end of this report.



- 2.1.11 Stockpiles shall be stabilized within 7 days of formation unless a scheduled rain event occurs prior to the 7-day window, in which case the stockpile shall be stabilized prior to the rain event. Methods of stabilization shall be mulch, erosion control mix, or erosion control blankets/mats. Silt fence or a wood waste compost filter berm shall be placed downhill of any soil stockpile location.
- 2.1.12 For disturbance between November 1 and April 15, please refer to winter stabilization plan in this report and the Maine Erosion and Sediment Control BMP manual for further information.
- 2.1.13 It is of the utmost importance that stormwater runoff and potential sediment from the construction site be diverted around the proposed underdrains until the trench is backfilled.

2.2 Permanent Erosion Control Measures

The following permanent erosion control measures are intended for post disturbance areas of the project.

- 2.2.1 All disturbed areas during construction, not subject to other proposed conditions, shall receive a minimum 4" of loam, limed, and mulched. Erosion control blankets or mats shall be placed over the mulch in areas noted in paragraph 4.1 of this report.
- 2.2.2 All stormwater devices shall be installed and tributary areas stabilized prior receiving stormwater.
- 2.2.3 Refer to the Maine Erosion and Sediment Control BMP manual for additional information.

3.0 EROSION AND SEDIMENTATION CONTROL PLAN

- 3.1 The Construction Management & Erosion Control Plan is included within the plan set.

4.0 DETAILS AND SPECIFICATIONS

- 4.1 Erosion & Sedimentation Control Details and Specifications are included in the plan set.

5.0 STABILIZATION PLAN FOR WINTER CONSTRUCTION

Winter Construction consists of earthwork disturbance between the dates of November 1 and April 15. If a construction site is not stabilized with pavement, a road gravel base, 75% mature vegetation cover or riprap by November 15, then the site shall be protected with over-winter stabilization. Any area not stabilized with pavement, vegetation, mulching, erosion control mix, erosion control mats, riprap, or gravel base on a road shall be considered open.



The contractor shall limit the work area to areas that work will occur in during the subsequent 15 days and so that it can be mulched one day prior to a snow event. The contractor shall stabilize work areas prior to opening additional work areas to minimize areas without erosion control measures.

The following measures shall be implemented during winter construction periods:

5.1 Sediment Barriers

During frozen conditions, sediment barriers may consist of erosion control mix berms or any other recognized sediment barriers as frozen soil prevents the proper installation of hay bales or silt fences.

5.2 Mulching

All areas shall be considered to be denuded until seeded and mulched. Hay and straw mulch shall be applied at a rate of 150 lb. per 1,000 square feet or 3 tons/acre (twice the normal accepted rate of 75-lbs./1,000 s.f. or 1.5 tons/acre) and shall be properly anchored. Erosion control mix must be applied with a minimum 4-inch thickness. Mulch shall not be spread on top of snow. The snow shall be removed down to a one-inch depth or less prior to application. After each day of final grading, the area shall be properly stabilized with anchored hay or straw or erosion control matting. An area shall be considered to have been stabilized when exposed surfaces have been either mulched or adequately anchored so that ground surface is not visible through the mulch. Between the dates of November 1 and April 15, all mulch shall be anchored by either mulch netting, tracking or wood cellulose fiber. The cover will be considered sufficient when the ground surface is not visible through the mulch. After November 1st, mulch and anchoring of all exposed soil shall occur at the end of each final grading workday.

5.3 Soil Stockpiling

Stockpiles of soil or subsoil shall be mulched for over winter protection with hay or straw at twice the normal rate or with a four-inch layer of erosion control mix. This shall be done within 24 hours of stocking and re-established prior to any rainfall or snowfall.

5.4 Seeding

Between the dates of October 15th and April 1st, loam or seed shall not be required. During periods of above freezing temperatures finished areas shall be fine graded and either protected with mulch or temporarily seeded and mulched until the final treatment can be applied. If the date is after November 1st and if the exposed area has not been loamed, final grading with a uniform surface, then the area may be dormant seeded at a rate of 3 times higher than specified for permanent seed and then mulched.



Dormant seeding may be placed prior to the placement of mulch or erosion control blankets. If dormant seeding is used for the site, all disturbed areas shall receive 4" of loam and seed at an application rate of 5 lbs./1,000 s.f. All areas seeded during the winter shall be inspected in the spring for adequate catch. All areas insufficiently vegetated (less than 75% catch) shall be revegetated by replacing loam, seed and mulch. If dormant seeding is not used for the site, all disturbed areas shall be revegetated in the spring.

5.5 Over winter stabilization of disturbed soils

By September 15th, all disturbed soils on areas having a slope less than 15% shall be seeded and mulched. If the disturbed areas are not stabilized by this date, then one of the following actions shall be taken to stabilize the soil for late fall and winter:

- Stabilize the soil with temporary vegetation – By October 1st, seed the disturbed soil with winter rye at a seeding rate of 3lbs per 1,000 s.f., lightly mulch the seeded soil with hay or straw at 75 lbs per 1,000 s.f., and anchor the mulch with plastic netting. Monitor growth of the rye over the next 30 days. If the rye fails to grow at least three inches or fails to cover at least 75% of the disturbed soil before November 1st, then mulch the area for over-winter protection.
- Stabilize the soil with sod – Stabilize the disturbed soil with properly installed sod by October 1st. Proper installation includes pinning the sod onto the soil with wire pins, rolling the sod to guarantee contact between the sod and underlying soil, and watering the sod to promote root growth into the disturbed soil.
- Stabilize the soil with mulch – By November 15th, mulch the disturbed soil by spreading hay or straw at a rate of at least 150 lbs per 1,000 s.f. on the area so that no soil is visible through the mulch. Immediately after applying the mulch, anchor the mulch with plastic netting to prevent wind from moving the mulch off the disturbed soil.

5.6 Over winter stabilization of disturbed slopes

All stone-covered slopes shall be constructed and stabilized by November 15th. All slopes to be vegetated shall be seeded and mulched by September 1st. A slope is considered a grade greater than 15%. If a slope to be vegetated is not stabilized by September 1st, then one of the following action shall be taken to stabilize the slope for late fall and winter:

- Stabilize the soil with temporary vegetation and erosion control mats – By October 1st the disturbed slope shall be seeded with winter rye at a seeding rate of 3 lbs per 1,000 s.f. and then install erosion control mats or anchored mulch over the seeding. If the rye fails to grow at least three inches or fails to cover at least 75%



of the slope by November 1st, then the contractor shall cover the slope with a layer of erosion control mix or with stone riprap.

- Stabilize the soil with sod – The disturbed slope shall be stabilized with properly installed sod by October 1st. Proper installation includes the contractor pinning the sod onto the slope with wire pins, rolling the sod to guarantee contact between the sod and underlying soil, and watering the sod to promote root growth into the disturbed soil. The contractor shall not use late-season sod installation to stabilize slopes having a grade greater than 3H:1V or having groundwater seeps on the slope face.
- Stabilize the soil with erosion control mix – Erosion control mix shall be properly installed by November 15th. The contractor shall not use erosion control mix to stabilize slopes having grades greater than 2H:1V or having groundwater seeps on the slope face.
- Stabilize the soil with stone riprap – Place a layer of stone riprap on the slope by November 15th. A registered professional engineer shall be hired to determine the stone size needed for stability on the slope and to design a filter layer for underneath the riprap.

6.0 INSPECTION AND MAINTENANCE

A person with knowledge of erosion and stormwater control, including the standards and conditions in the permit, shall conduct periodic visual inspections of installed erosion control measures. The frequency of inspection shall occur at least once every two weeks, as well as after a “storm event”. A “storm event” shall consist 0.5 inches of rain within a 24-hour period. The following Erosion and Sediment Control - Best Management Practices (BMP's) shall inspected in the manner as described.

6.1 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.

6.2 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. All sweeping conducted shall not be sweep into the existing wetland.

6.3 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.

6.4 Dust Control

When temporary dust control measures are used, repetitive treatment shall be applied as needed to accomplish control. Frequent reapplication of water may be necessary to mitigate dust occurring on warm sunny days, the distribution of water should not cause turbid runoff. Sweeping of paved road surface should occur during dry conditions and shall be swept from the centerline to the edge of the travel way, and shall not to be swept into a waterbody or wetland. Public roads may also require sweeping when necessary.

6.5 Stormwater Appurtenances

All underdrains, storm drains, and catch basins need to be operating effectively and free of debris.

6.6 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:

- Maine Professional Engineering License #11419



- Maine DEP - Certified in Maintenance & Inspection of Stormwater BMP's Cert #14
- Certified Erosion, Sediment and Storm Water Inspector (CESSWI) Cert #0293
- Certified Professional in Erosion and Sediment Control (CPESC) Cert. #4620

The Contractor has sole responsibility for complying with the Erosion and Sedimentation Report/Plan, including control of fugitive dust. The Contractor shall be responsible for any monetary penalties resulting from failure to comply with these standards.



7.0 IMPLEMENTATION SCHEDULE

The following implementation sequence is intended to maximize the effectiveness of the above described erosion control measures. Contractors should avoid overexposing disturbed areas and limit the amount of stabilization area.

1. Install a stabilized construction entrance in all locations where construction traffic will enter and exit the site.
2. Install perimeter silt fence or erosion control berm.
3. Install all other erosion control devices as necessary throughout the remainder of this schedule.
4. Commence installation of drainage infrastructure.
5. Prioritize the downhill side to contain runoff within the site while providing an engineered outlet to the municipal storm drain system within Oxford Street.
6. Commence earthwork operations, associated with the parking lot construction.
7. Commence installation of utilities.
8. Continue earthwork and grading to subgrade as necessary for construction.
9. Complete installation of drainage infrastructure, as well as other utility work.
10. Complete remaining earthwork operations.
11. Install sub-base and base gravels in paved areas.
12. Install paving, curbing and brickwork.
13. Loam, lime, fertilize, seed and mulch disturbed areas and complete all landscaping.
14. Once the site is stabilized and 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.

8.0 CONCLUSION

The above erosion control narrative is intended to minimize the development impact by implementing temporary and permanent erosion control measures. The contractor shall also refer to the Maine Erosion and Sediment Control BMP manual for additional information.



9.0 ATTACHMENTS

- Temporary Seeding Plan



TEMPORARY SEEDING PLAN

Site Preparation

The seeded areas shall be feasibly graded out to provide the use of equipment for seedbed preparation, seeding, mulch application, and mulch anchoring. If necessary, the site may require additional temporary erosion control measures outlined in the Erosion Control report.

Seedbed Preparation

Fertilizer shall be applied to the site at a rate of 13.8 pounds per 1,000 square feet. The composition of the fertilizer shall be 10-10-10 (N-P₂O₅-K₂O) or equivalent.

Limestone shall be applied to the site at a rate of 138 pounds per 1,000 square feet.

Seeding

The composition and amount of temporary seed applied to a site shall be determined by the following table:

Seed	Pounds / 1,000 S.F.	Recommended Seeding Dates
Winter Rye	2.57	Aug-15 to Oct-1
Oats	1.84	Apr-1 to Jul-1 Aug-15 to Sep-15
Annual Ryegrass	0.92	Apr-1 to Jul-1
Sudangrass	0.92	May-15 to Aug-15
Perennial	0.92	Aug-15 to Sep-15

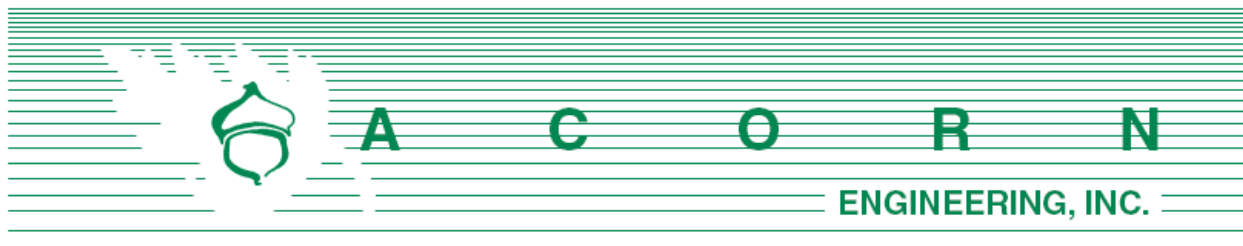
Mulching

Mulch shall be applied at a rate of 70 lbs – 90 lbs per 1,000 square feet. The mulch shall be installed at a minimum depth of 4 inches. The seeded area shall be mulched immediately after seed is applied. Mulching during the winter season shall be double the normal amount.

Conclusion

Please refer to the Maine Erosion and Sediment Control BMP manual for additional information pertaining to temporary seeding and mulching.





Chief Chad Johnston
City of Portland Fire Department
380 Congress St.
Portland, ME 04101

February 13, 2025

Subject: 61 Preble Street Redevelopment– Fire Department Checklist
Section L of Application

On behalf of 60 Elm Street, LLC, the design team is pleased to respond to the Portland Fire Department Site Review Checklist.

1. Name, address, telephone number of applicant

60 Elm Street, LLC
188 State Street, 3rd Floor
Portland, Maine 04101
(207) 939-5432

2. Name, address, telephone number of architect

Market Square Architecture
104 Congress Street, #203
Portsmouth, NH 03801
(603) 294-9547

3. Proposed uses of any structures [NFPA and IBC classification]

IBC Uses:

- Assembly (A-3)
- Business (B)
- Mercantile (M)
- Residential (R-2)

NFPA uses:

- Assembly
- Residential (Apartment Building)
- Mercantile
- Business

4. Square footage of all structures, including decks [total and per story]

Proposed Building		
Ground	11,400	sf
2 nd Floor	14,880	sf
3 rd – 10 th Floor	18,180	sf
Total	171,720	sf

5. Elevation of all structures

The proposed building height is 104.9' per Portland Planning Code (measured from average grade to top of roof beams), and 106'-0" per IBC (measured from average grade to average height of the highest roof surface).

6. Proposed fire protection of all structures

The proposed project will be of Type I-B non-combustible construction. This project will be full sprinklered per NFPA 13. The primary structural frame, exterior bearing walls, and floors will have a 2-hr fire resistance rating. The roof will have a 1-hr fire resistance rating.

The building will be serviced by a 10" sprinkler service with additional protection per code. Fire flows and requirements for system storage or booster pumping are subject to the fire professional design which will be performed prior the request for a building permit.

7. Hydrant locations

An existing hydrant is located along Oxford Street, at the corner of Elm and Oxford Street, in front of the main entrance. No new hydrants are proposed as part of this project. Hydrant flow data from the Portland Water District once received may be made available to the Fire Department upon request.

8. Water main size and location

The redevelopment is anticipated to be serviced by the existing water main within Preble Street. A 10" fire line, 6" domestic line, and 2" domestic line will serve the proposed development. The building is expected to have internal sprinkler risers and a Fire Department pump connection.

9. Access to all structures [min. 2 sides]

Access to the structure is provided directly on the public right-of-way along Preble, Oxford, and Elm Streets.



10. Code summaries will be provided by the Architects upon request.

NFPA 1 – Chapter 18 Fire Department Access and Water Supply

18.2 Fire Department Access:

The project site is located in a densely developed area and is surrounded by three public streets. The following pavement street width is currently available:

- Preble Street: 38.4 feet wide and 18.2 feet wide between parking stall and edge of pavement.
- Oxford Street: 31.5 feet and 24.5 feet wide between parking stall and edge of pavement.
- Elm Street: 30.6 feet and 11.6 feet wide between the bike lane and edge of pavement.

Per NFPA 1 – Chapter 18.2.3.2.2.1, all first story floors shall be located not more than 450 feet from a Fire Department access road.

City of Portland Technical Manual – Section 3 Public Safety

3.4.1 Every dead-end roadway more than one hundred fifty (150') feet in length shall provide a turnaround at the closed end. Turnarounds shall be designed to facilitate future street connectivity and shall always be designed to the right (refer to Figure I-5).

Response: Not applicable

3.4.2 Where possible, developments shall provide access for Fire Department vehicles to at least two sides of all structures. Access may be from streets, access roads, emergency access lanes, or parking areas.

Response: The building is accessible from at least 3 sides.

3.4.3 Building setbacks, where required by zoning, shall be adequate to allow for emergency vehicle access and related emergency response activities and shall be evaluated based on the following factors:

- *Building Height.*
- *Building Occupancy.*
- *Construction Type.*
- *Impediments to the Structures.*
- *Safety Features Provided.*



Response: The proposed development layout has contemplated emergency access conditions and provides for safe and efficient access along a circuitous route through the site for emergency vehicles.

3.4.4. Fire Dept. access roads shall extend to within 50' of an exterior door providing access to the interior of the structure.

Response: The building will be provided with exterior doors that will be within 50' of a Fire Department access route (all 3 streets).

3.4.5. Site access shall provide a minimum of nine (9) feet clearance height to accommodate ambulance access.

Response: The proposed site maintains the required clearance height of nine feet in all cases.

3.4.6. Elevators shall be sized to accommodate an 80 x 24-inch stretcher.

Response: The proposed elevators will meet this requirement.

3.4.7. All structures are required to display the assigned street number. Numbers shall be clearly visible from the public right of way.

Response: The applicant is currently working with the City's Public Works Division to assign street addresses and numbering to meet City Standards.

Thank you for your review. Please let me know if you have any additional questions or comments.

Sincerely,



Sam Lebel, P.E.
Project Manager
Acorn Engineering, Inc.



M. Calculation of Wastewater Flowrate

The proposed project will include the redevelopment of a site that is currently occupied by an office and commercial use building. The redevelopment proposes transforming this lot into a mixed-use 10-story building primarily for residential use with retail and restaurant-space on the first floor. Based upon Section 4 of the Maine Subsurface Wastewater Disposal Rules, the project anticipates the following daily flows:

Estimate of Design Flows			
Classification of Water Demand	Number of Units	Gallons per Day per Unit	Total Gallons per Day
<i>Existing - Commercial Use Building</i>			
Office / Commercial Space:	unknown	unknown	1,288*
<i>Proposed</i>			
Eating Place, 2 meals	50 seats & 8 employees	20 gpd per seat plus 12 gpd per employee	1,096
Studio	63	120	7,560
1-bedroom	138	120	16,560
2-bedroom	16	180	2,880
Total Existing			1,288
Total Proposed			28,096
Net Change			26,808
Values based on STATE OF MAINE: SUBSURFACE WASTEWATER DISPOSAL RULES, most recent edition			
*Existing water usage represents the average water used based on the data obtained from owners' Portland Water district bills for 2023 and 2024.			



CITY OF PORTLAND WASTEWATER CAPACITY APPLICATION

Portland Dept. of Public Works -
Water Resources
212 Canco Road
Portland, Maine 04103



Bradley Roland, P.E.
Water Resources Division
Department of Public Works
212 Canco Road
Portland, ME 04103

Date: 2/7/25

1. Please, Submit Utility, Site, and Locus Plans.

Site Address: 61 Preble Street, Portland, Maine 04101

Proposed Use: 10-story Mixed use building;
1 Retail/Commercial, 217 Residential

Chart Block Lot Number: 33-M-001001, 012001

Previous Use: Existing 2- Story commercial building and surface parking lot

Existing Sanitary Flows: 1,288 GPD

Existing Process Flows: - GPD

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

Proposed doghouse manhole within Oxford Street

for new 10" sewer lateral to connect to the existing 12" within Oxford Street.

Site Category
Commercial (see part 4 below)
Industrial (complete part 5 below)
Governmental
Residential
Other (specify)

☒
☐
☐
☒
☐

Clearly, indicate the proposed connections, on the submitted plans.

2. Please, Submit Contact Information.

City Planner's Name: Zach Powell Phone: 207-756-8083

Owner/Developer Name: 60 Elm St., LLC

Owner/Developer Address: 188 State Street, Portland, ME 04101

Phone: 207-939-5432

Fax: _____ E-mail: mbarton@reveler.com

Engineering Consultant Name: Acorn Engineering Inc.

Engineering Consultant Address: 16 Middle Street, Suite 302, Portland, ME

Phone: 207-775-2655

Fax: _____ E-mail: slebel@acorn-engineering.com

Note: Consultants and Developers should allow +/- 15 days, for capacity status, prior to Planning Board Review.

3. Please, Submit Domestic Wastewater Design Flow Calculations.

Estimated Domestic Wastewater Flow Generated: 28,096 GPD

Peaking Factor/ Peak Times: _____

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

Note: Please submit calculations showing the derivation of your design flows, either on the following page, in the space provided, or attached, as a separate sheet.

4. Please, Submit External Grease Interceptor Calculations.

Total Drainage Fixture Unit (DFU) Values:	TBD
Size of External Grease Interceptor:	750 gallon
Retention Time:	TBD
Peaking Factor/ Peak Times:	TBD

Note: In determining your restaurant process water flows, and the size of your external grease interceptor, please use The Uniform Plumbing Code. Note: In determining the retention time, sixty (60) minutes is the minimum retention time. Note: Please submit detailed calculations showing the derivation of your restaurant process water design flows, and please submit detailed calculations showing the derivation of the size of your external grease interceptor, either in the space provided below, or attached, as a separate sheet.

5. Please, Submit Industrial Process Wastewater Flow Calculations

Estimated Industrial Process Wastewater Flows Generated:	_____	GPD
Do you currently hold Federal or State discharge permits?	Yes _____ No _____	
Is the process wastewater termed categorical under CFR 40?	Yes _____ No _____	
OSHA Standard Industrial Code (SIC):	(http://www.osha.gov/oshstats/sicser.html)	
Peaking Factor/Peak Process Times:	_____	

Note: On the submitted plans, please show where the building's domestic sanitary sewer laterals, as well as the building's industrial-commercial process wastewater sewer laterals exits the facility. Also, show where these building sewer laterals enter the city's sewer. Finally, show the location of the wet wells, control manholes, or other access points; and, the locations of filters, strainers, or grease traps.

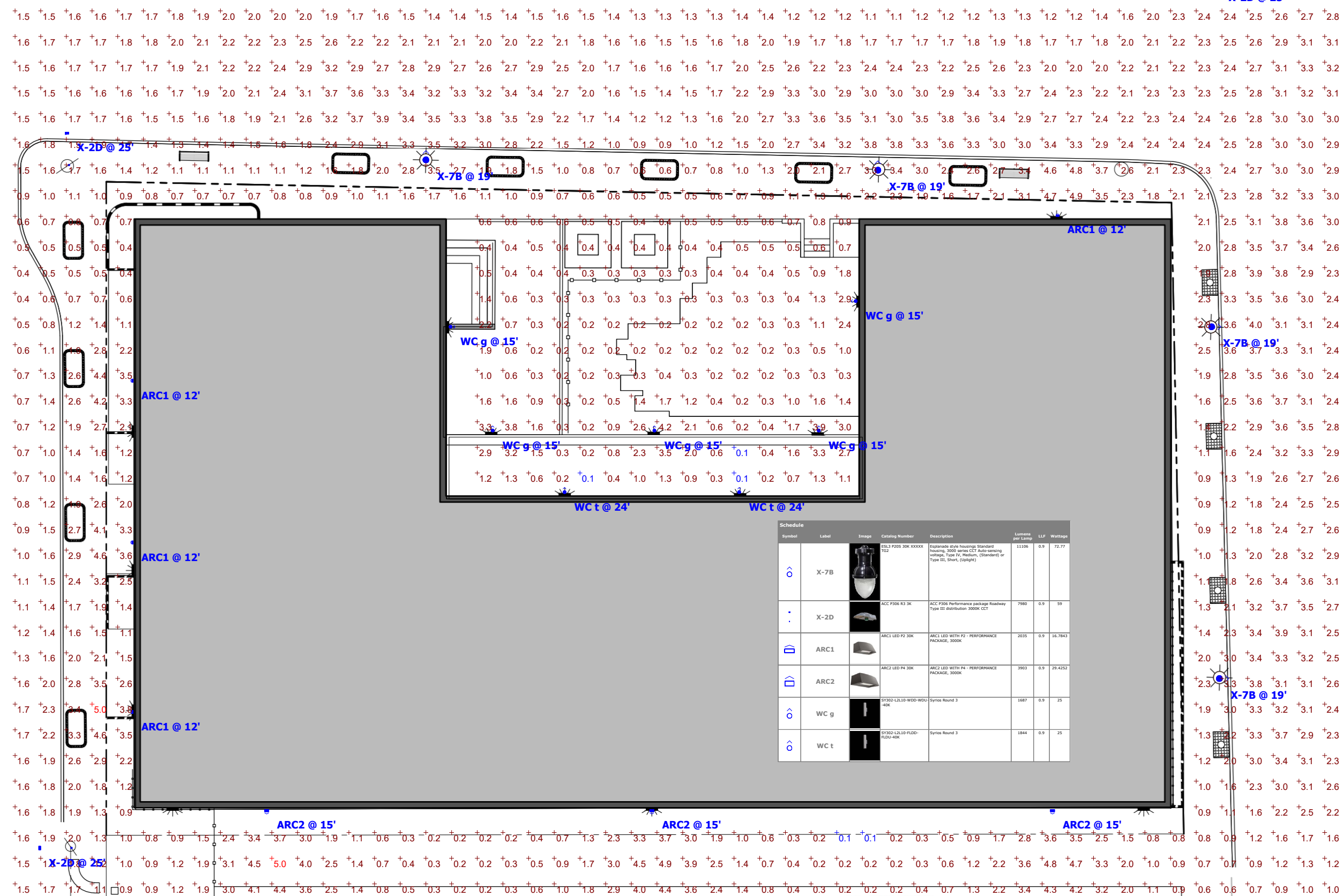
Note: Please submit detailed calculations showing the derivation of your design flows, either in the space provided, or attached, as a separate sheet.

N. Lighting

The proposed site lighting is to be in accordance with the City's Technical Manual. As such, the Peninsula "medium street" decorative light fixtures are proposed along the Oxford Street frontage. Please refer to the photometric plan prepared by Dry Landscape Architecture LLC. Cut sheets for the proposed site lighting are forthcoming and will be provided when available.



C:\temp\dwg\dwg\DWG\Lighting\Lighting.dwg, 2/25/2025



Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone	+	1.9 fc	5.0 fc	0.1 fc	50.0:1	19.0:1

Schedule	Symbol	Label	Image	Catalog Number	Description	Lumens per Lamp	LPF	Wattage
	⊖	X-7B		ELL3 P205 30K XXXXX T12	Explanade style housing, Standard housing, 3000 series CCT, Auto-sensing sensor, Type III, Medium, (Standard) or Type III, Short, (single)	11106	0.9	72.77
	·	X-2D		ACC P306 R3 3K	ACC P306 Performance package Roadway Type III distributor, 3000K CCT	7980	0.9	59
	⌋	ARC1		ARC1 LED P2 30K	ARC1 LED WITH P2 - PERFORMANCE PACKAGE, 3000K	2035	0.9	16.7843
	⌋	ARC2		ARC2 LED P4 30K	ARC2 LED WITH P4 - PERFORMANCE PACKAGE, 3000K	3983	0.9	29.4252
	⊖	WC g		SYNOD-L2L10-WD-WDU 40K	Synod Round 3	1687	0.9	25
	⊖	WC t		SYNOD-L2L10-FLED-TLUD-40K	Synod Round 3	1844	0.9	25

- 12.3. GENERAL STANDARDS
Outdoor lighting standards listed below apply to all new developments.
- Uniformity:** As measured in foot candles at grade, maximum to minimum illumination levels shall not exceed a ratio of twenty (20) to one (1).
 - Illumination Levels:** Minimum, Maximum, and Average illumination levels for areas intended to be lighted, as measured at grade, shall be:
- | | |
|---------|------------------------|
| Minimum | 0.2 foot candles (fc) |
| Maximum | 5.0 foot candles (fc) |
| Average | 1.25 foot candles (fc) |

NOTE: This drawing is PRELIMINARY REVIEW ONLY. It is NOT intended for use as a construction document.

Prepared For:
60 ELM STREET
APARTMENTS,LLC
188 STATE STREET, 3RD FLOOR
PORTLAND, ME 04101

Prepared By:
Dry landscape architecture, l.l.c
31 miller ave.
biddeford, me 04005

Date:
FEBRUARY 3, 2025

Issued For:
PLANNING BOARD WORKSOP

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Title:
LIGHTING PLAN

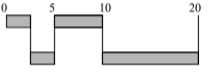
GI PREBLE STREET
REDEVELOPMENT
Portland ME 04103

Revisions:

North:


Sheet No.:
L3

Scale: 1" = 10'-0"



61 Preble Design Narrative

Zone: B3 Downtown Business Zone

Bayside Height Overlay Map: Intermediate Urban Height District (105')

Downtown View Corridor Protection: N/A

Pedestrian Activity District: N/A

Introduction & Project Summary

The project team proposes to develop a 10-story mixed-use residential building at 61 Preble Street in the Bayside district. The project site is bounded by Preble, Oxford, and Elm Streets on three sides, and the Portland Public Market Parking Garage on the remaining side. The ground floor will consist of a 2000 square foot commercial space at the corner of Preble and Oxford, and a primary residential lobby and leasing office at the corner of Elm and Oxford. A secondary residential lobby, including residential bike storage and back-of-house uses will be located mid-block on Preble Street. This portion of the building includes an interior trash room, with both internal and street access along Preble Street. A residential egress stair with recessed entry will be located mid-block on Elm Street. Levels 2 – 10 will be dedicated to residential units and resident amenity space. The project proposes a U-shaped footprint, with an outdoor courtyard fronting on Oxford Street. The courtyard will provide outdoor space serving building residents and commercial space. A second story patio will also open onto this space, providing outdoor access for residents. Parking for residents will be provided in the adjacent parking garage.

Relationship to the Pedestrian Environment

The proposed project is intended to significantly improve the site's relationship to the pedestrian environment. The project team has strived to locate active interior uses along street facing facades to the greatest extent feasible. Facades will feature large storefront openings at programmatically appropriate locations, and multiple points of access to the various uses. Storefront will have a black anodized finish, providing both durability and a contemporary expression. High quality cladding materials such as brick and precast concrete will provide both durability and texture to the pedestrian environment while nodding to the historical use of these materials in the bayside district and specifically on this site. Brick patterns are precast concrete elements will provide visual interest at the pedestrian scale and make specific reference to the existing building currently at this location. All points of public access to the building will be fully accessible per the standards of the ADA.

A commercial space is to be located at the corner of Preble and Oxford Streets, with points of access on both streets as well as direct access to the Oxford Street courtyard. Ground floor facades will be generously glazed on three sides with large expanses of storefront window. Points of entry to this space will have canopies, providing pedestrian comfort in inclement weather as well as wayfinding clarity in the streetscape.



The primary residential lobby and leasing area will be located at the corner of Oxford and Elm Streets. This space will feature storefront glazing facing both streets and the courtyard. A canopy will denote the residential entrance location. Residential lobby and gathering functions are programmed adjacent to the glazing, further activating the street frontage.

The courtyard, located between the commercial and residential wings, will serve both uses and provide visual interest and streetside activity along Oxford Street. All exterior areas will be accessible from within the building, ensuring access to all users.

A secondary residential lobby located mid-block on Preble Street will further enhance the streetscape in this neighborhood. Featuring a fully glazed, recessed entry, this point of access will see foot traffic from building residents coming from the Preble Street garage access. Bicycle storage serving the building residents will be located between the lobby and commercial space. Storefront glazing along Preble Street will provide both a sense of security for bike storage users and visual interest for streetside passers-by. The design team has taken care to locate mechanical and service spaces away from the street facing facades to the greatest extent possible, and to locate the building's trash room as far from points of public access as feasible.

Due to the significant change in grade between Oxford Street and the parking garage, storefront openings and active interior uses are not feasible in the street fronting areas closer to the garage. At these areas, masonry recesses will be employed to break up expanses of wall and to provide articulation and depth to the façade. We also propose planting areas at the base of the building in these locations so that landscape elements can soften the pedestrian experience and provide visual interest.

Pedestrian Activities District and PAD encouragement areas

This project does not fall within the PAD or PAD encouragement areas.

Relationship to Existing Development

The proposed project will draw on Portland's rich architectural history, expressed through contemporary forms and materials, to provide a handsome and timely project that sits comfortably within the existing fabric of Portland's Downtown district and improves the existing built environment at the project location.

Street Walls and Setbacks:

The existing lot currently features an at-grade parking lot for approximately half of the project area. 61 Preble adheres to the setback requirements for this lot, providing a well-defined street wall facing all three frontages, thereby significantly improving the street wall definition on this block. The building complies with the maximum setback requirement, and proposed streetscape improvements will provide an 11' wide sidewalk with ample space for pedestrian circulation and streetscape amenities. The building will have a well-defined presence at all corners, anchoring the structure to the site and providing clear boundaries at the intersections. Architectural features

104 Congress Street, Suite 203, Portsmouth, NH 03801
5121 Bee Cave Road, Suite 106, Austin, TX 78746
1 Music Circle North, Suite 311, Nashville, TN 37203
(603) 501-0202



including glazing and cladding variations on the levels above will emphasize these corners and reinforce this presence.

Open Space:

The courtyard on Oxford Street will provide mid-block interest and relief, inserting an inviting open space along this corridor. While the street wall steps back at this location, it is replaced with an attractively landscaped area, activated by the adjacent programming. This area will feature usable patio space at a variety of levels resulting in a complex layering of forms and uses.

Building Form, Scale, and Massing:

As part of the Intermediate Urban Height District, the proposed project complies with the City of Portland's 105-foot height limit for this lot. At ten stories and approximately 104', this project will be taller than the immediate context yet comfortably sized as a Downtown building. Downtown Portland features a number of buildings this height and taller, making a project of this scale appropriately sized for the area. The adjacent 7-story parking structure further blends the scale of this development into the existing urban fabric. Future development in the Bayside district will further reinforce this trend, with many adjacent lots zoned for similar heights.

By employing a U-shaped footprint, the project's longest public frontage along Oxford Street will be subdivided into three sections: two wings of the building and the courtyard between. At the street level, this has the perceived effect of two separate buildings, breaking down the block into smaller sections as is typical of the scale of development in Portland. As viewed from a distance, the side of the building (which faces smaller-scale development) will be perceived as less massive.

Building Façade Proportion and Composition:

While contemporary in design, the proposed project deploys a classical organizing principle: a clearly defined base, middle, and top. Levels 1 and 2 will feature a brick masonry façade, providing a well-defined base while also referencing the existing two-story brick structure that currently residing on site. Brick masonry detailing will provide texture and interest at the human scale, as is appropriate for street level design. In the middle section, this project is characterized by well-proportioned material changes to further break up the mass of each façade. By transitioning between fields of earth tone cladding with gray panel features and larger glazing, the façade is broken into more slender volumes, enhancing the proportions of the structure. The top story of the building features dark gray metal panel throughout, differentiating the top of the building from other stories and providing another scaling element. Accent bands and a deep cornice cap the building, providing shadow lines, depth, and visual interest when viewed both from the sidewalk and from a distance. At the two primary corners of the building glazing sizes are increased to provide additional visual interest at these notable locations.

Pedestrian Circulation and Building Entrances:

As noted above, the proposed project deploys building entrances in a number of locations, creating a dynamic circulation program that enhances the pedestrian environment. Residential lobbies are

104 Congress Street, Suite 203, Portsmouth, NH 03801
5121 Bee Cave Road, Suite 106, Austin, TX 78746
1 Music Circle North, Suite 311, Nashville, TN 37203
(603) 501-0202



located in both ground floor wings, giving building users multiple ways to engage the street. Additionally, an exit stairway with recessed entry along Elm Street provides another location where building residents will exit the structure. The commercial space features entrances on both Preble and Oxford Streets. And both the main residential lobby and the commercial space will connect directly to the courtyard, adding yet another point of access to the project.

Parking:

The project proposes no new structured or surface off-street parking. Parking for the project will be provided at the adjacent Portland Public Market parking garage.

Increased Setback Beyond Street Build-to Line:

As noted above, the project proposes a mid-block setback along Oxford Street to create a landscaped courtyard serving the building. This courtyard will provide outdoor space that serves the commercial tenant, the residential lobby, and residential amenity spaces on the second floor of the building. This space will enhance the pedestrian experience, creating outdoor seating areas to activate the street frontage. From a formal perspective, this courtyard also affords improved massing of the building, resulting in more slender proportions. From a programmatic perspective, the courtyard separates the commercial from residential uses while cleverly tying them together in a shared central space.

Rooftop Appurtenances

The proposed project will have one stairway penthouse and two elevator overruns at the rooftop level. Exterior cladding of a finish similar to the primary building exterior will be deployed so that these elements are perceived as a part of the greater whole. Rooftop equipment will consist of common and commercial area HVAC and life safety ventilation equipment required for high rise construction. The proposed design features parapet walls extending at least 4 feet above the roof surface, significantly screening most equipment from view.

Shadow impact on open space

Due to the project's location, there are no public plazas, parks, or publicly accessible open spaces that will be affected by shadows from the proposed project.

Wind impacts

Introducing a taller structure to this site is expected to somewhat increase wind impacts in the area. However, we expect that adjacency to the existing parking structure will help buffer the effects to a certain degree, and future development of taller structures will also have a positive impact. Additionally, several strategies have been deployed to mitigate this outcome. Most importantly, the U-shaped footprint of the building will create a significant recess along Oxford Street that will help temper wind speeds along this façade. Additionally, recessed entries and canopies at the primary points of access are expected to help reduce the impact of wind by disrupting its path.



Setbacks from existing structures

The only adjacent existing structure is the Public Market Parking Garage. The proposed project will be situated more than 5 feet from the shared property line and sit over 15 feet from the structure itself. Snow loading, building structure, and means of egress at the garage will not be affected by the proposed development. The project team has also designed the façade facing the garage per the fire and life safety standards of the Maine State Building Code to ensure that this adjacency poses no reasonable threat to the users of either building.

Building Tops

Located within the B-3 Zone and Bayside Height Overlay Zone, the project does not exceed the 105' height limit established for this lot. At less than 150 feet in height the project is therefore not governed by this requirements of this section. However, as discussed above, the proposed project has deployed many of the strategies recommended in this section of the Downtown Design Guidelines.

P. Utilities

The proposed project will include installation of multiple utility services to the proposed building.

Water:

There is an existing 16" water main within Preble Street, 12" water main within Oxford Street, and an 8" water main within Elm Street. It is proposed to connect into the existing 16" water main within Preble Street with three services to feed the proposed building. The connections include a 2" and 6" domestic service, and a 10" fire service line.

Sewer:

An existing 12" sewer exists within Oxford Street which is furthermore routed to the existing 18" Sewer within Preble Street. It is proposed to connect a new 10" PVC lateral via a doghouse manhole over the existing 12" sewer main within Oxford Street. A backflow preventer is proposed at the property line before connecting into the existing manhole.

Stormwater:

Stormwater Treatment and storage is accomplished through the use of a subsurface stormwater detention system. As part of the West Bayside Master Development Plan, the site is required to store stormwater and release stormwater at an attenuated rate to not exceed maximum permissible outflow rate of 0.1 cfs into the city system during a design storm of 1" rainfall over the developed impervious area draining to the system.

An MS4 extension is proposed within Oxford Street to facilitate routing stormwater flows from the Subsurface system onsite to the existing separated storm drain within Preble Street. The extension proposed to extend approximately 75' within Oxford Street to a proposed Drainage Manhole, which will intercept the flows from the onsite detention system. Please refer to the Grading & Drainage plans as well as the Stormwater Management Report for more information.

Electric/Communications:

Currently it is proposed to drop 3-phase underground from the Oxford and Elm Street intersection to further serve two padmount transformers on-site, as shown on the utility plan. The existing overhead single-phase and communications lines along the property frontage are proposed to be relocated onto the northwest side of Oxford Street, as noted on the plan. Depending on the final building design and proposed loads to be generated, this design may change. Potential improvements and temporary routing to the existing network and the proposed, are to be coordinated with the appropriate utility companies.



Gas:

It is our understanding that a 2" gas main exists within Elm, Oxford, and Preble Street. It is proposed to connect a new gas line to the 2" gas main within Oxford Street and is proposed to serve the development. See Sheet C-20, Utility Plan, for more information.

Ability to serve letters have been sent out to the respective utility companies in accordance with the City of Portland Code of Ordinances Chapter 14 Land Use. Responses from the utility companies are forthcoming.



Q. Construction Management Plan

Project Address: 61 Preble St (formerly known as 60 Elm St), Portland Maine, 04101

Project Description:

The project proposes to redevelop the current parcel consisting of a two-story building and a surface level parking lot into a proposed 10-story building. The building will contain 217 residential units with retail and restaurant space on the first floor. The project will be providing a paved travel way for internal circulation, reduce overall impervious area on site, in addition to including stormwater management features to reduce stormwater runoff.

Project Team Summary:

<u>Owner:</u>	60 Elm Street, LLC
<u>General Contractor:</u>	Penobscot General Contractors
<u>Civil & Environmental Engineer:</u>	Acorn Engineering, Inc.
<u>Architect:</u>	Market Square Architecture
<u>Geotechnical Engineer:</u>	Summit Geoengineering Services

The Owner/GC and all subcontractors will work with the City of Portland and adjacent landowners to minimize any project impacts.

The GC will remain responsible for enforcement of all compliance with 1) all contract plans and specifications in their scope of work and 2) all site working conditions and safety requirements, day and night, for both persons and property, in each case for the duration of their work. These include OSHA, NIOSH, U.S. EPA, local ordinance and any other applicable governmental regulations. Both the Owner/GC and any subcontractors will remain responsible for safeguarding the general public.

The GC shall review all permits and conditions associated with the project. Refer to the Civil/Site Plan Set, Sheet C-03 Construction Management Plan for visual representation of the measures to be taken during construction.

The following outline has been developed in accordance with the City of Portland Construction Management Plan General Template and shall be referenced by the GC during construction.

A. Construction Management Principles

The control of noise, vibrations, ground movement, truck traffic, and other construction related factors will be of utmost importance. Care shall be taken to minimize these effects in the best interest of neighbors and the general public. GC to ensure that work hours conform to the City of Portland's Ordinance.

B. Development Review of Construction Management Plan



Logistics and safety program shall be submitted at or prior to the preconstruction meeting by the GC with all pertinent information required by the Maine Department of Transportation's Traffic Control Plan Standard Specification 652.3.3.

C. Performance Guarantees, Inspection Fees, Preconstruction Meeting, and Permits

Guarantees and fees will be paid at the time of the respective application. Sections 14-11 will be complied with all necessary permits will be obtained prior to work.

1. Street Opening and Street Occupancy Permits:

Required permits regarding street opening and occupancy will be obtained from the Department of Public Works. The requests shall conform to the approved Construction Management Plan.

2. Blasting:

Although not anticipated, if blasting occurs, it shall conform to Article VIII. In Chapter 14 of the City Code and Section 3.7 in the City's Technical Manual.

3. Building Code:

Employ the best practices, as applicable, of Chapter 33 Safeguards During Construction, from the 2009 International Building Code. In addition to the best practices set forth in the Inclusionary Zoning Guidelines for Developers of rental housing.

D. Construction Administration and Communication

The Contractor will work closely with adjacent abutters, businesses, and all parties informed, as far in advance as possible, of scheduled work, particularly work anticipated to cause significant noise, vibrations, or dust. Communication in order to comply with all agreements, ordinances, and special permits will be of the utmost importance. Contractor and Subcontractor contact information shall be posted somewhere along the project's street frontage. Additional signage necessary for communication shall be provided but will be temporary and removed upon completion of the project.

E. Construction Schedule

The GC shall submit a construction timeline at or prior to the preconstruction meeting. Construction may occur during the daytime hours as defined in Section 17-18. Construction Activities for Building permit and City Code Section 25-129, Noise, dust and debris. Between September 1 and May 31, the following year, no person shall engage in construction activities generating noise exceeding 50 decibels, between the hours of 7 pm and 7 am of the following day within 500 feet of any buildings. From June 1 to August 31, construction activity may continue until 8 pm. No construction



activity shall begin before 8 am on a Saturday, Sunday, or legal holiday. Extended hours or night work may be requested for special circumstances and street utility work if needed. These requests will be subject to approval by the Public Works Authority. Deliveries will be scheduled between 7 am and 5 pm.

The estimated timeframe of the proposed project is outlined below:

<u>Project Start Date:</u>	Spring 2026
<u>Project End Date:</u>	Fall 2027

A more detailed work schedule shall be provided by the GC at or before the pre-construction meeting with the City.

F. Security

1. The Construction Management Plan, Sheet C-03, depicts all proposed fencing and other barriers, with the intent of separating pedestrian and vehicle circulation from the construction site. Construction entrances per detail shall be installed.
2. Structures undergoing construction, alteration, or demolition operations, including those in underground locations, shall comply with NFPA 1 Chapter 16. *Safeguarding Construction, Alteration, and Demolition Operations.*
3. Fire Safety Program: Prior to construction, an overall construction and demolition fire safety program shall be developed. Essential items to be emphasized include the following:
 - Good Housekeeping
 - On-site security
 - Installation of new fire protection systems as construction progresses
 - Preservation of existing systems during demolition
 - Organization and training of an on-site fire brigade
 - Development of a pre-fire plan with the local fire department
 - Rapid communication
 - Consideration of special hazards resulting from previous occupancies
 - Protection of existing structures and equipment from exposure fires resulting from construction, alteration, and demolition operations.
4. Blasting, if required, shall conform with all measures of Article VIII. Regulation of Explosives in the Land Use Code and Section 3.7 Standards for Blasting and Regulation of Explosives in Portland's Technical Manual.
5. Temporary security lighting shall be shown on the Construction Management Plan, and all fixtures shall be full cutoffs.

G. Construction Permitting and Traffic Control Plans

1. Construction Activity in Public Streets



Construction activity in the public right-of-way shall be compliant with Chapter 25 Article VII of the City Code. At no time will it be permissible for construction activity including delivery vehicles to close or block streets or affect public safety access without prior notice and approval of the Department of Public Works.

2. Sewer and Stormwater

Sewer and stormwater system connections are controlled by Chapters 24 and 32 of the City code of Ordinance. Required permits for new connections and/or abandonment of existing connections are available through the Street Opening Clerk at the Department of Public Works. Rules and Regulations for these utility systems are available through the City Engineer's office of the Department of Public Works and in Section II of the Technical Manual.

3. Traffic Control Plans

Construction activity that impacts the existing public street system must be controlled to protect the safety of the construction workers and all modes of the traveling public. The contractor shall submit a satisfactory "Maintenance of Traffic" (MOT) plan prior to any street opening permit approval. This document shall contain all pertinent information from the Maine Department of Transportation's Traffic Control Plan Standard Specification 652.3.3.

The MOT will address the work required for utility connections in Lancaster and Oxford Street. Traffic will be channelized utilizing drums and cones. Proper signage will be installed prior to the through work zone. Alternating traffic will be controlled with flaggers. Trenches will be patched with pavement daily.

The MOT plan shall provide for the safe passage of the public through or along the construction work zone. It may be permissible to close a portion of the street during utility connections and/or detour a mode of traffic when absolutely necessary for safety. All requests shall be subject to City approval. MOT plans shall employ the appropriate techniques and devices as called for in the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). In addition:

- Construction speed signing may be used as needed to slow traffic.
- Traffic Control signs shall not be placed where they would create any obstructions to bicycles or pedestrians.
- Flaggers will be utilized when necessary.

All existing modes of travel in the work zone area shall be accommodated if impacted by the activity. The safe passage of pedestrians, bicyclists, transit providers, and motorists are of equal importance when planning and laying out the work zone; no pre-existing travel mode may be eliminated without the express approval of the Department of Public Works. The MOT should also address on-street parking impacts, including deliveries and parking for adjoining businesses and property owners, analysis of roadway capacity or diversion capacity if street



closure or change to roadway capacity is required, and coordination with other on-going or future construction or utility projects in the vicinity.

- Traffic control bicycle and pedestrian facilities or routes through work zones shall be maintained until the bicycle and pedestrian facilities or routes are ready for safe operation. Traffic control will not be removed to allow auto travel at the expense of bicycle and pedestrians.
- Barrier systems utilized to separate the construction activity from the public street and /or sidewalk shall not inhibit sight distances, particularly for visibility of pedestrians and bicyclists.
- ADA compliance in all capacities shall be maintained.

Use of public parking spaces or the blockage of any portion of sidewalk for the purpose of construction activity shall require an occupancy permit and appropriate fee as assessed by the Department of Public Works.

H. Site Management and Controls

1. Regular trash and debris shall be managed appropriately, and its removal shall comply with all local, state, and federal regulations.
2. Street cleaning and sweeping shall be followed as outlined in the erosion and sedimentation control notes and report. Damage to the street shall be avoided and shall be the responsibility of the contractor.
3. Dust shall be controlled and shall comply with Section 25-129 and the erosion and sedimentation control notes, plan, and details.
4. Noise shall be controlled and shall comply with Section 17-18 and Section 25-129.
5. Rodent Control shall be provided, if applicable, by a professional exterminator and shall be consistent with Chapter 22 of the City Code.
6. Snow and Ice Removal shall be provided. Pursuant to Section 25-173, the Contractor shall ensure a safe means of travel within the work zone by the following steps:
 - a. Snow/ice removal or commence automatically from 1" or greater of snow or ice
 - b. Remove snow as needed within the work zone, including parking spaces. Driveways and site lines shall not be blocked by piles of snow.
 - c. Clear all walks and ramps within the work zone
 - d. Sand or salt as needed
 - e. Clear all basin or drainage to help snow melt
 - f. The above steps shall be carried out Sunday-Saturday including holidays.



I. Erosion & Sedimentation Control

1. The Contractor shall install all erosion and sedimentation controls as depicted on the approved Construction Management Plan, C-03, and the approved erosion and sedimentation control report, prior to the pre-construction meeting for inspection by the City. The Contractor shall regularly inspect the control measures, no less than weekly and after storm events (0.5" or more in 24 hours). Additionally, temporary or permanent stormwater management systems shall be inspected and maintained to ensure working order. The Contractor shall document all inspection activities and corrective actions and be prepared to provide these documents for inspection by the City, Maine Department of Environmental Protection (MDEP) or the U.S. Environmental Protection Agency (EPA) upon request.
2. Due to the existing, sparse landscaping on site, no protection during construction will be necessary.
3. Stored materials shall be identified and avoid being located under/near trees.

J. Construction Staging Area

1. The Contractor shall submit a plan with locations depicted for the location of material staging areas, the location of on-site temporary construction trailers, the location of on-site truck delivery holding areas, the location of on-site truck washing stations, masonry mixing stations, the general location of the construction security fence and the general location of temporary construction dumpsters. This plan shall be submitted at or prior to the pre-construction meeting. Any open storage areas shall be shown on the plan.
2. Delivery Truck Holding Areas On-Site: The majority of materials delivered to the site will be scheduled such that they are able to be off-loaded immediately. On days when the construction activities require multiple truck deliveries, these deliveries will be carefully scheduled so that there is always adequate on-site area for the holding of trucks until they can be unloaded. Once at the site all vehicles will be brought within the fence line and will make every attempt to avoid queuing on public streets. If, for any reason, on-site holding of trucks is not feasible, an off-site location must be designated and shown on the submitted plan referenced above in J.1.
3. All deliveries for materials shall comply with the City's noise requirements.

K. Parking During Construction

1. Adequate parking for construction workers shall be provided on site or arrangements for off-street parking at an off-site location shall be provided.
2. Truck Routes and Volumes: The following quantities are estimated as part of the redevelopment:
 - Gravel & Stone – 2,000 CY Earthwork subcontractor(s) pit to project site.



- Hot Mix Asphalt – 50 tons. Paving subcontractor pit to project site.

L. Dewatering Plans

1. A basic dewatering plan for any construction work is required and shall be submitted by the Contractor. The plan must cover construction sites where groundwater is not expected but the impact of rainwater may require dewatering. The plan must include operating procedures, equipment to be used, including filters, erosion and sediment control measures, or other methods of removing sediment from approved discharges.
2. For construction work that will require frequent dewatering of groundwater from site, a dewatering plan must be prepared by the Contractor and approved by the Department of Public Works. Groundwater and/or soil testing may be required to determine course of action if treatment is necessary. Approval for all discharges to City infrastructure is required. The proposed plan must address the following:
 - Project duration, discharge location, storage equipment on-site, dewatering schematic, and emergency contact.
 - General requirements include trained staff on-site for all approve discharges and required site log for documentation of all discharges.
 - Storage and/or treatment process should include proper settling time and maintain proper use of filtering medium as required.
 - Contingency/maintenance plan for all dewatering equipment devices and filtration mediums.

Any water that is removed from an excavation must be pumped from a perforated device buried in crush stone prior discharge and/or prior to storage and treatment. There will be no discharge allowed during precipitation events.

M. Special Measures as Necessary

No special measures are necessary for the proposed reconstruction.



R. Solid Waste Disposal

The property management company or Owner shall be responsible for locating the solid waste and recyclable material to the spaces allocated for solid waste storage as noted on the Site Plan (C-10) and Architectural Plans.

A trash room is proposed within the building with access from Preble Street. A private hauler will be contracted for removal.



Transportation Overview

Introduction

As part of the Major Site Plan application, the following overview and Trip analysis was completed for the proposed redevelopment of 61 Preble Street. The project proposes 217 Residential units as well as ground floor commercial space which varies from the previously approved Master Development Plan (MDP) and Traffic Movement Permit (TMP). This document, along with the other application documents, outline the changes to each component.

The project is less than 500 feet from the METRO parking garage and Pulse Bus stop. The project does not propose parking on site due to the neighboring Public Market garage on Cumberland Avenue which is owned by the Applicant. The existing site contains a number of existing commercial uses within the 2-story building which are outlined in the attached trip generation/TMP update. Approximately half of the site is comprised of parking lots. There are three existing curb cuts on site, all of which will be closed.

Oxford Street Improvements/Considerations

As part of the West Bayside MDP, the project is required to provide a study of a potential Oxford Street 2-way conversion prior to the occupancy of Phase 2. As part of the MDP Amendment being submitted concurrently with this application, it is proposed to designate the 61 Preble Street project as Phase 1B and the 196 Lancaster project as Phase 2. The proposed project submitted under this Site Plan application for Phase 1B, does contemplate a potential conversion of Oxford Street to 2-way. Should this occur in the future, it's anticipated that the on-street parking may be switched from the southerly side (as currently proposed as part of this Site Plan application) of the roadway to the northerly side. This is consistent with the Phase 1A - 89 Elm St. project (under construction as of 1/29/25), which will install a curb extension and on-street parking, along the northerly side of Oxford Street.

As part of this project, a curb extension is proposed at the corner of Oxford and Preble. This proposal results in a number of benefits including additional space to create ramping/detectable pads for pedestrians. This extension is proposed in tandem with a crosswalk to provide the fourth leg of a typical intersection crosswalk system. The proposed extension inherently reduces the travel distance across Preble Street for a pedestrian. With a single-lane, one-way travel lane in a downtown setting, this crossing represents a viable option with excellent sight lines for pedestrians who come across this desire line on a daily basis. The Applicant is proposing to provide this infrastructure improvement at their expense and would relocate drainage as needed to facilitate the bump-out, as shown in the plan set.

Pedestrian and Bicycle Facilities

The project will reconstruct approximately 455 linear feet of public sidewalk fronting the property. The redevelopment project will grant a public access easement along all frontages to facilitate a 5' wide furnishing zone with decorative lighting, benches, and bike racks, along with a minimum 6' wide pedestrian zone where feasible which further extends into the parcel. Consistent with the proposed streetscape approved during the MDP. In addition, a bike room with 88 spaces is provided within the building for residents.

Trip Generation and TMP update

Please refer to the enclosed report by VHB, the project's traffic engineer. The amendment to the TMP/MDP will result in a lower trip generation when compared to the original approvals.





To: City of Portland

Date: February 10, 2025

Memorandum

Project #: 55678.00

From: Jennifer Conley, PE, PTOE

Re: West Bayside Redevelopment
Transportation Materials

Introduction

Vanasse Hangen Brustlin, Inc. (VHB) has been requested to provide updated technical transportation data to support the updated Master Development Plan (MDP) for a proposed mixed-use development in the West Bayside neighborhood. The project will be constructed on multiple streets in the West Bayside neighborhood, including Preble Street, Elm Street, Lancaster Street, and Oxford Street.

The following memorandum outlines several key updates:

- › Overall changes to the MDP update
- › Traffic Movement Permit (TMP) for Phases 1a, 1b, and 2
- › Updates to TMP Phases
- › Site plan review requirements

Overview of Master Development Plan Changes

The following summarizes the approved development program, the proposed master development program and the net changes to the overall Master Development Plan:

Previous Development Program:

- › Multi-Family Housing – 603 Dwelling Units
- › Affordable Housing – 201 Dwelling Units
- › Commercial Space – 28,500 SF

Updated Master Development Program:

- › Multi-Family Housing – 603 Dwelling Units
- › Affordable Housing – 201 Dwelling Units
- › Commercial Space – 21,900 SF

Summary of Changes:

- › Housing Units: The number of multi-family and affordable housing units remains the same. This consistency maintains the initial goals of the project regarding residential development.
- › Commercial Space: The square footage allocated to commercial space has been reduced from 28,500 SF to 21,900 SF, a decrease of 6,600 square feet.

The update maintains a consistent ratio of proposed market rate and affordable housing units throughout its implementation, ensuring the total number of housing units is unchanged, regardless of any modifications or specific adjustments made to different phases of the development site.

This update ensures that the overall trip generation from the most recent MDP submission will not increase due to these changes.

Traffic Movement Permit (Phases 1a, 1b, and 2)

The development received a Traffic Movement Permit for Phases 1a, 1b, and 2. Table 1 outlines the program that was included in the TMP.

Table 1 **TMP Development Program**

Phase	TMP
Phase 1a – 89 Elm Street	
Affordable Housing	201 units
Restaurant	2,000 SF
Retail	4,000 SF
Phase 1b – 196 Lancaster Street	
Multi-Family Housing	130 units
Coffee Shop	2,000 SF
Restaurant	4,000 SF
Phase 2 – 60 Elm Street	
Multi-Family Housing	85 units
Retail	2,000 SF

Trip generation estimates for the TMP were based on the Institute of Transportation Engineers (ITE) publication, Trip Generation, 11th Edition. The ITE Trip Generation Manual categorizes various land uses and provides weekday daily, weekday morning peak hour, and weekday evening peak hour unadjusted vehicle trip generation estimates for each use. Trip generation estimates for the proposed uses were projected using data published in the ITE Trip Generation Manual based on the metrics and land use codes presented in Table 2.

Table 2 **Project Program and ITE Land Use Code**

Land Use	Size	Land Use Code	
Multi-family housing	215 units	221	Multifamily Housing (Mid-Rise)
Affordable housing	201 units	223	Affordable Housing
General retail	6,000 sf	822	Strip Retail Plaza (<40k)
Coffee shop	2,000 sf	936	Coffee/Donut Shop without drive through window
Restaurant	6,000 sf	932	High-Turnover (Sit-Down)

Source: ITE Trip Generation 11th Edition

Table 3 summarizes the trip-generation estimates from the TMP based on ITE Trip Generation Manual (11th Edition) methodologies described above. The trip-generation calculation worksheets are attached to this memorandum.

Table 3 TMP Overall Unadjusted Trips

Land Use	AM Peak Hour			PM Peak Hour		
	In	Out	Total	In	Out	Total
Phase 1a – 89 Elm Street						
Affordable Housing	29	72	101	54	38	92
Restaurant	10	9	19	11	7	18
Retail	8	6	14	18	18	36
Phase 1b – 196 Lancaster Street						
Multi-Family Housing	12	38	50	31	20	51
Coffee Shop	95	91	186	33	32	65
Restaurant	21	17	38	22	14	36
Phase 2 – 60 Elm Street						
Multi-Family Housing	8	25	33	20	13	33
<u>Retail</u>	<u>4</u>	<u>3</u>	<u>7</u>	<u>9</u>	<u>9</u>	<u>18</u>
Overall Total	187	261	448	198	151	349

TMP Updates

The following table summarizes the changes to the TMP development program. Commercial uses in Phase 1a are projected to decrease by 2,800 square feet. Phase 1b and Phase 2 are switching, making the new Phase 1b 60 Elm Street and the new Phase 2 196 Lancaster Street. Residential units are increased at 60 Elm Street by 132 units and decreased at 196 Lancaster Street by 7 units.

The additional units listed at 60 Elm Street above are being constructed on an adjacent parcel (62 Elm Street) that although identified in the TMP, was not associated with redevelopment at that time. As part of the update, the new program for 60 Elm Street is inclusive of the property addressed in deed as 62 Elm Street but will be addressed as 61 Preble Street as a part of this redevelopment. The deeds associated with the parcel at 61 Preble Street was part of the previously approved TMP application and no additional rights of way or site access driveways are proposed.

As a part of the TMP development program update, the existing uses located at 61 Preble Street will now be demolished:

- › 13,850 SF Medical Office
- › 6,400 SF Medical Office
- › 5,300 SF Outpatient Adult Day Care

Because redevelopment of this portion of the site was not contemplated at that time, the trips associated with these uses were not accounted for in the TMP.

Table 4 **TMP Development Program Updates**

Phase	TMP	Phase	TMP Development Program Update
Phase 1a – 89 Elm Street		Phase 1a – 89 Elm Street	
Affordable Housing	201 units	Affordable Housing	201 units
Restaurant	2,000 SF	Restaurant	1,600 SF
Retail	4,000 SF	Retail	1,600 SF
Phase 1b – 196 Lancaster Street		Phase 2 – 196 Lancaster Street	
Multi-Family Housing	130 units	Multi-Family Housing	123 units
Coffee Shop	2,000 SF	Coffee Shop	2,000 SF
Restaurant	4,000 SF	Restaurant	3,500 SF
Phase 2 – 60 Elm Street		Phase 1b – 61 Preble Street	
Multi-Family Housing	85 units	Multi-Family Housing	217 units
Retail	2,000 SF	Retail	2,000 SF
Medical Office	-	Medical Office	-25,550 SF

Trip Generation

Tables 5 and 6 summarize the trip-generation estimates for the updates with the TMP phases based on the same approved ITE Trip Generation Manual (11th Edition) methodologies described above and compared the permitted vs updated trip generation estimates and calculates a net change. The trip-generation calculation worksheets are attached to this memorandum.

Table 5 Updated TMP Total Unadjusted Trips

Land Use	AM Peak Hour			PM Peak Hour		
	In	Out	Total	In	Out	Total
Phase 1a – 89 Elm Street						
Affordable Housing	29	72	101	54	38	92
Restaurant	8	7	15	9	5	14
Retail	4	3	7	8	9	17
Phase 2 – 196 Lancaster Street						
Multi-Family Housing	12	38	50	29	19	48
Coffee Shop	95	91	186	33	32	65
Restaurant	18	16	34	19	13	32
Phase 1b – 61 Preble Street						
Multi-Family Housing	20	68	88	52	33	85
Retail	4	3	7	9	9	18
Medical Office	-63	-16	-79	-30	-70	-100
Overall Total	127	282	409	183	88	271

Table 6 Trip Generation Comparison

	AM Peak Hour TMP	AM Peak Hour TMP Update	AM Peak Hour Net Change	PM Peak Hour TMP	PM Peak Hour TMP Update	PM Peak Hour Net Change
Overall In	187	127	(-60)	198	183	(-15)
Overall Out	261	282	(+21)	151	88	(-63)
Overall Total	448	409	(-39)	349	271	(-78)

TMP Update Summary

Section 1: The proposed update to Phases 1a, 1b, and 2 are not anticipated to exceed the MaineDOT Traffic Movement Permit threshold of 100 additional peak hour trips and is not anticipated to need additional permitting. The proposed update is anticipated to generate a reduction of **-39 AM peak hour trips and -78 PM peak hour trips.**

Section 2: A crash analysis was conducted as part of the previous permitting process.

Section 3: No additional site access driveways are being proposed as part of this update.

Section 4: All deeds associated with these properties are part of the original approved TMP application.

Section 5: No additional public or private rights of way are being proposed.

Section 6: There are no major schedule changes to the development program.

Section 7: Because the redevelopment results in fewer trips, the conclusions of the Section 7: Traffic Impact Study remain valid and no further study is required.

Site Plan Review

The inclusion of 61 Preble Street does not require additional transportation analysis for site plan review beyond what has already been provided. As outlined above, the anticipated impact on surrounding street systems, public transit, access and circulation, or off-street parking will be consistent with the prior development, given that it is expected to generate a comparable volume of trips and adhere to established travel patterns.

Conclusions

In summary, the updated technical transportation data for the revised Master Development Plan (MDP) in the West Bayside neighborhood indicates that the planned modifications will have a minimal impact on traffic levels. The reduction in commercial space from 28,500 square feet to 21,900 square feet effectively lowers the vehicle trip generation for the MDP update.

The TMP redevelopment plan show a decrease of -39 vehicle trips during the AM peak hour and -78 vehicle trips during the PM peak hour, relative to the previously permitted development.

The project continues to meet the transportation related site plan review requirements.

TMP

Site Land Uses and Descriptions				AM PK HR OF ADJACENT STREET TRAFFIC												PM PK HR OF ADJACENT STREET TRAFFIC																						
Code	Land Use	Size	Unit	directional dist.		average			regression		# trips		Entering	Exiting	directional dist.		average			regression		# trips		Entering	Exiting													
				% enter	% exit	# studies	Avg Rate	Std Dev.	Total by Avg	r ²	total by Eq'n	Method Chosen			Total Trips	% enter	% exit	# studies	Avg Rate	Std Dev.	Total by Avg	r ²	total by Eq'n			Method Chosen	Total Trips											
Overall Trip Gen				23%	77%	30	0.37	0.09	80	0.91	83	Regression	83	19	64	61%	39%	31	0.39	0.08	84	0.91	84	Regression	84	51	33											
221	Multifamily Housing (Mid-Rise)	215	Dwelling Units	29%	71%	7	0.50	0.39	101	0.73	91	Average	101	29	72	59%	41%	8	0.46	0.28	92	0.67	86	Average	92	54	38											
936	Coffee/Donut Shop without Drive-Thru	2	1000 SF GFA	51%	49%	25	93.08	42.71	186	N/A	N/A	Average	186	95	91	50%	50%	16	32	12.64	65	N/A	N/A	Average	65	33	32											
822	Strip Retail Plaza (<40k)	6	1000 SF GFA	60%	40%	5	2.36	0.94	14	0.57	21	Regression	21	12	8	50%	50%	25	6.59	2.94	40	0.56	54	Regression	54	27	27											
932	High-Turnover (Sit-Down)	6	1000 SF GFA	55%	45%	37	9.57	11.61	57	N/A	N/A	Average	57	31	26	61%	39%	104	9.05	6.18	54	N/A	N/A	Average	54	33	21											
89 Elm St Only Phase 1a				29%	71%								101	29	72	59%	41%							92	54	38												
223	Affordable Housing	201	Dwelling Units	55%	45%								19	10	9	61%	39%							18	11	7												
822	Strip Retail Plaza (<40k)	4	1000 SF GFA	60%	40%								14	8	6	50%	50%							36	18	18												
196 Lancaster Only Phase 1b				23%	77%								50	12	38	61%	39%							51	31	20												
221	Multifamily Housing (Mid-Rise)	130	Dwelling Units	51%	49%								186	95	91	50%	50%							65	33	32												
932	High-Turnover (Sit-Down)	4	1000 SF GFA	55%	45%								38	21	17	61%	39%							36	22	14												
60 Elm St Only Phase 2				23%	77%								33	8	25	61%	39%							33	20	13												
221	Multifamily Housing (Mid-Rise)	85	Dwelling Units	60%	40%								7	4	3	50%	50%							18	9	9												
822 Strip Retail Plaza (<40k)																																						
Based on ITE 11th Edition												total			entering			exiting			total												entering			exiting		
												448			187			261			PM Peak Hour Total Site Trips: 349												198			151		

UPDATE

Site Land Uses and Descriptions				AM PK HR OF ADJACENT STREET TRAFFIC										PM PK HR OF ADJACENT STREET TRAFFIC																	
Code	Land Use	Size	Unit	directional dist.		average			regression		# trips		Entering	Exiting	directional dist.		average			regression		# trips		Entering	Exiting						
				% enter	% exit	# studies	Avg Rate	Std Dev.	Total by Avg	r ²	total by Eq'n	Method Chosen			Total Trips	% enter	% exit	# studies	Avg Rate	Std Dev.	Total by Avg	r ²	total by Eq'n			Method Chosen	Total Trips				
Overall Trip Gen				23%	77%	30	0.37	0.09	126	0.91	138	Regression	138	32	106	61%	39%	31	0.39	0.08	133	0.91	133	Regression	133	81	52				
221	Multifamily Housing (Mid-Rise)	340	Dwelling Units	29%	71%	7	0.50	0.39	101	0.73	91	Average	101	29	72	59%	41%	8	0.46	0.28	92	0.67	86	Average	92	54	38				
936	Coffee/Donut Shop without Drive-Throu	2	1000 SF GFA	51%	49%	25	93.08	42.71	186	N/A	N/A	Average	186	95	91	50%	50%	16	32	12.64	65	N/A	N/A	Average	65	33	32				
822	Strip Retail Plaza (<40k)	3.6	1000 SF GFA	60%	40%	5	2.36	0.94	8	0.57	15	Regression	14	8	6	50%	50%	25	6.59	2.94	24	0.56	38	Regression	35	17	18				
932	High-Turnover (Sit-Down)	5.1	1000 SF GFA	55%	45%	37	9.57	11.61	49	N/A	N/A	Average	49	26	23	61%	39%	104	9.05	6.18	46	N/A	N/A	Average	46	28	18				
*720	Medical-Dental Office Building	25.55	1000 SF GFA	79%	21%	24	3.10	1.49	79	0.80	71	Average	79	63	16	30%	70%	30	3.93	1.86	100	0.77	101	Average	100	30	70				
89 Elm St Only Phase 1a				29%	71%								101	29	72	59%	41%							92	54	38					
223	Affordable Housing	201	Dwelling Units	55%	45%								15	8	7	61%	39%							14	9	5					
822	Strip Retail Plaza (<40k)	1.6	1000 SF GFA	60%	40%								7	4	3	50%	50%							16	8	9					
196 Lancaster Only Phase 2				23%	77%								50	12	38	61%	39%							48	29	19					
221	Multifamily Housing (Mid-Rise)	123	Dwelling Units	51%	49%								186	95	91	50%	50%							65	33	32					
936	Coffee/Donut Shop without Drive-Throu	2	1000 SF GFA	55%	45%								34	18	16	61%	39%							32	19	13					
932	High-Turnover (Sit-Down)	3.5	1000 SF GFA																												
61 Preble St Only Phase 1b				23%	77%								88	20	68	61%	39%							85	52	33					
221	Multifamily Housing (Mid-Rise)	217	Dwelling Units	60%	40%								7	4	3	50%	50%							18	9	9					
822	Strip Retail Plaza (<40k)	2	1000 SF GFA																												
*720	Medical-Dental Office Building	25.55	1000 SF GFA	79%	21%	24	3.10	1.49	79	0.80	71	Average	79	63	16	30%	70%	30	3.93	1.86	100	0.77	101	Average	100	30	70				
Based on ITE 11th Edition				total										entering		exiting		total										entering		exiting	
*Existing Uses taken as a trip generation credit				AM Peak Hour Total Site Trips:										409	127	282	PM Peak Hour Total Site Trips:										271	183	88		

60 ELM STREET LLC
PORTLAND, MAINE
PROJECT TEAM

1. THE CONTRACTOR SHALL CALL THE APPROPRIATE UTILITY COMPANIES AND DIG SAFE AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION FOR UTILITIES. OTHERWISE IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF UNDERGROUND UTILITIES AND LOCATE ANY POTENTIAL CONFLICTS WITH THE APPROVED PLANS PRIOR TO CONSTRUCTION.

3. THE CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF ALL EROSION CONTROL MEASURES SHOWN ON THE PLAN. IF DEEMED NECESSARY BY THE OWNER OR OWNER'S REPRESENTATIVE (IF APPLICABLE), ADDITIONAL EROSION CONTROL MEASURES SHALL BE INSTALLED AT NO ADDITIONAL COST TO THE OWNER.
3. THE CONTRACTOR SHALL PREPARE THEIR OWN MATERIAL SCHEDULE BASED ON THE PLANS AND FIELD VERIFICATION BY THE CONTRACTOR. ALL MATERIAL SCHEDULES SHOWN WITHIN THE PLAN SET ARE FOR GENERAL INFORMATION ONLY.
4. ALL CONSTRUCTION METHODS, TESTING AND MATERIALS SHALL CONFORM TO THE MAINE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS, THE CITY OF PORTLAND AND SERVING UTILITY REQUIREMENTS, IF ANY. IN CASES WHERE THESE CONFLICT THE MOST STRINGENT SPECIFICATION SHALL APPLY AT NO ADDITIONAL COST TO THE OWNER.
5. THE SITE CONTRACTOR SHALL MAINTAIN A SET OF PAPER AND CAD DRAWINGS WHICH SHALL RECORD THE ACTUAL LOCATION, DIMENSIONS, ELEVATIONS, MATERIALS OF THEIR WORK, INDICATING THEREON ALL VARIATIONS FROM THE CONTRACT DRAWINGS. THE CONTRACTOR SHALL PROVIDE THE OWNER WITH ONE COMPLETE SET OF REPRODUCIBLE RECORD DRAWINGS, IN .DWG FORMAT AND PAPER, STAMPED "AS-BUILT". IF AUTOCAD CAPABILITY IS NOT AVAILABLE, EXCLUDE FROM BID IN WRITING.
6. THE CONTRACTOR WILL REMAIN SOLELY AND COMPLETELY RESPONSIBLE FOR ENFORCEMENT OF AND COMPLIANCE WITH 1) ALL CONTRACT PLANS AND SPECIFICATIONS, 2) APPLICABLE INTERNATIONAL BUILDING CODE REQUIREMENTS, AND 3) ALL CITY OF PORTLAND WORKING CONDITIONS AND SAFETY REQUIREMENTS, DAY AND NIGHT, FOR BOTH PERSONS AND PROPERTY, IN EACH CASE BOTH BY THE CONTRACTOR AND ITS SUBCONTRACTORS. THESE INCLUDE ALL OSHA, NIOSH, U.S. EPA AND ANY OTHER APPLICABLE GOVERNMENTAL REGULATIONS.
7. EXISTING CONDITIONS, BOUNDARY SURVEY, AND TOPOGRAPHY FROM THE PLAN TITLED TOPTOGRAPHIC SURVEY BAYSIDE PARCELS LANCASTER, PREBEL, ELM, CEDAR, CHESTNUT AND OXFORD STREETS, PORTLAND, MAINE BY OWEN HASKELL, INC, DATED 2/17/2023, LAST REV. 10/22/24.
8. SUBSURFACE DATA HAS BEEN OBTAINED BY SUMMIT GEOENGINEERING SERVICES, INC. AND PROVIDED IN THE GEOTECHNICAL REPORT DATED 4/24/2023 AND SHALL BE INCLUDED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL ALSO REVIEW THE REPORT PRIOR TO SUBMITTING A BID.
9. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ACCESS TO THE SITE AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY MARKINGS, SIGNAGE AND INCIDENTALS TO MAINTAIN A SAFE VEHICLE AND PEDESTRIAN ACCESS THOUGH THE LIFE OF THE PROJECT. THE CONTRACTOR SHALL NOTIFY THE PORTLAND PUBLIC SAFETY DIVISION ROUTINELY REGARDING TEMPORARY IMPACTS OR CHANGES TO SITE ACCESS CONDITIONS.
10. CONTRACTOR TO DETERMINE SOIL CLASSIFICATION INDEPENDENTLY FOR TRENCH, SHORING, AND OTHER SIMILAR CONSTRUCTION MEANS AND METHODS APPLICATIONS.
11. NO HOLES, TRENCHES, OR STRUCTURES SHALL BE LEFT OPEN OR UNATTENDED OVERNIGHT IN ANY AREA ACCESSIBLE TO THE PUBLIC OR WITHIN THE PUBLIC RIGHT-OF-WAY.
12. THE CONTRACTOR SHALL CONDUCT A PRE-CONSTRUCTION SURVEY OF INTERIOR SUBGRADE AND ABOVE GRADE ACCESSIBLE WALLS, CEILINGS, FLOORS, ROOF AND VISIBLE EXTERIOR AS VIEWED FROM THE GRADE LEVEL. THIS SHALL BE COMPLETED AT A MINIMUM FOR STRUCTURES IMMEDIATELY ABUTTING THE SITE. A COPY OF THE SURVEY SHOULD BE PROVIDED TO THE OWNER. DOCUMENT WITH PICTURES IN ADDITION TO THE SURVEY.
13. THE CONTRACTOR SHALL SURVEY ROCK SURFACE PRIOR TO EXCAVATION AND DEVELOP VOLUME CALCULATIONS TO SHARE WITH THE ENGINEER, ACORN ENGINEERING INC. (ACORN), IF ANY.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY TRENCH PAVEMENT THAT HAS EXPERIENCED EXCESSIVE SETTLEMENT, CRACKING, OR OPENING OF JOINTS. REPAIRS MAY INCLUDE OVERLAY. REMOVAL OF WORK MAY BE NECESSARY AFTER THE FINAL ACCEPTANCE OF WORK OR PRIOR TO THE END OF THE WARRANTY PERIOD. THIS WORK SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.

3. THE CONTRACTOR SHALL SUBMIT IN WRITING ANY REQUESTS TO ACORN TO MODIFY THE CONTRACT DOCUMENTS.
2. ALL SHOP, ERECTION, AND CONSTRUCTION DRAWINGS SHALL BE CHECKED AND STAMPED BY THE CONTRACTOR PRIOR TO SUBMISSION FOR ACORN'S REVIEW. ANY UNCHECKED OR NON-STAMPED SUBMITTALS WILL BE RETURNED WITHOUT REVIEW.
3. CONTRACTOR SHALL THOROUGHLY INSPECT AND SURVEY EXISTING STRUCTURES AND SITE TO VERIFY CONDITIONS THAT AFFECT THE WORK SHOWN ON THE DRAWINGS. CONTRACTOR TO NOTIFY ACORN OF ANY DISCREPANCIES PRIOR TO PROCEEDING.
4. DETAILS SHOWN APPLY TO ALL SIMILAR CONDITIONS UNLESS OTHERWISE INDICATED.
5. ALTHOUGH ALL DUE DILIGENCE HAS BEEN APPLIED TO MAKE THE DRAWINGS AS COMPLETE AS POSSIBLE, NOT ALL DETAILS ARE ILLUSTRATED, NOR IS EVERY EXCEPTION CONDITION ADDRESSED WITHIN THE CONTRACT DOCUMENTS.
6. ALL PROPRIETARY CONNECTIONS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
7. THE CONTRACTOR IS RESPONSIBLE FOR THE COORDINATION OF ALL WORK, INCLUDING DIMENSION AND LAYOUT VERIFICATION, MATERIALS COORDINATION, SHOP DRAWING REVIEW, AND THE WORK OF ANY SUBCONTRACTORS.
8. UNLESS OTHERWISE SPECIFICALLY INDICATED, THE DRAWINGS DO NOT DESCRIBE OR DIRECT MEANS OR METHODS OF CONSTRUCTION.
9. THE CONTRACTOR, IN THE PROPER SEQUENCE, SHALL PERFORM OR SUPERVISE ALL WORK NECESSARY TO ACHIEVE THE FINAL COMPLETED STRUCTURE, AND TO PROTECT THE STRUCTURE, WORKMEN, AND OTHERS DURING THE CONSTRUCTION. SUCH WORK SHALL INCLUDE, BUT NOT BE LIMITED TO BRACING, SHORING FOR CONSTRUCTION EQUIPMENT, SHORING FOR EXCAVATION, FORMWORK, SCAFFOLDING, SAFETY DEVICES AND PROGRAMS OF ALL KINDS, SUPPORT AND BRACING FOR CRANES AND OTHER ERECTION EQUIPMENT.
10. DO NOT BACKFILL AGAINST RETAINING WALLS UNTIL SUPPORTING SLABS AND FLOOR FRAMING ARE IN PLACE AND SECURELY ANCHORED, UNLESS ADEQUATE BRACING IS PROVIDED. PRIOR TO BACKFILLING, CONCRETE SHALL BE CURED PER STRUCTURAL ENGINEER'S SPECIFICATIONS.
11. TEMPORARY BRACING SHALL REMAIN IN PLACE UNTIL ALL FLOORS, WALLS, ROOFS AND OTHER SUPPORTING ELEMENTS ARE IN PLACE, IF APPLICABLE.
12. ALL PAVEMENT JOINTS SHALL BE SAWCUT AND APPLIED WITH TACK COAT PRIOR TO PAVING TO PROVIDE A DURABLE AND UNIFORM JOINT.
13. ACORN BEARS NO RESPONSIBILITY FOR THE ABOVE ITEMS, AND SITE OBSERVATION VISITS DO NOT IN ANY WAY INCLUDE INSPECTION OF THEM.
14. EXCAVATIONS ACCOMPLISHED AS PART OF THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH SUBPART P OF 29 CFR PART 1926.650-652 (CONSTRUCTION STANDARD FOR EXCAVATIONS).
15. ALL TRENCH PAVEMENT REPAIR SHALL BE COMPLETED WITH THE USE OF A STREET PAVEMENT WITH A SCREED WIDTH CAPABLE OF SPANNING THE FULL WIDTH OF THE TRENCH UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER.

1. ALL SITE SOILS-RELATED WORK AND FOOTING EXCAVATIONS PRIOR TO PLACING FORMS SHALL BE REVIEWED BY THE PROJECT GEOTECHNICAL ENGINEER.
2. ALL SITE DRAINAGE-RELATED WORK SHALL BE REVIEWED BY ACORN ENGINEERING.
3. NORMAL REVIEWS BY LOCAL BUILDING DEPARTMENT. NOTIFY 48 HOURS PRIOR TO REQUIRED REVIEW.
4. REQUIRED SPECIAL INSPECTIONS PER I.B.C. SECTION 1705.6 BY AN APPROVED SPECIAL INSPECTOR RETAINED BY OWNER. CONTRACTOR TO COORDINATE SPECIAL INSPECTIONS.
5. SPECIAL INSPECTOR SHALL BE A QUALIFIED PERSON WHO SHALL DEMONSTRATE COMPETENCE, TO THE SATISFACTION OF THE BUILDING OFFICIAL, FOR INSPECTION OF THE PARTICULAR TYPE OF CONSTRUCTION OR OPERATION REQUIRING SPECIAL INSPECTION.
- 5.1. DUTIES AND RESPONSIBILITIES OF THE SPECIAL INSPECTOR SHALL BE TO OBSERVE AND/OR TEST THE WORK ASSIGNED AND OUTLINE ABOVE FOR CONFORMANCE WITH THE CONTRACT DOCUMENTS. ALL DISCREPANCIES SHALL BE BROUGHT TO THE

5.2. THE SPECIAL INSPECTOR SHALL FURNISH REGULAR REPORTS TO THE BUILDING OFFICIAL, THE ARCHITECT AND ENGINEER OF RECORD, AND OTHER DESIGNATED PERSONS. PROGRESS REPORTS FOR CONTINUOUS INSPECTION SHALL BE FURNISHED WEEKLY. INDIVIDUAL REPORTS OF PERIODIC INSPECTIONS SHALL BE FURNISHED WITHIN ONE WEEK OF INSPECTION DATES. THE REPORTS SHALL NOTE UNCORRECTED DEFICIENCIES, AND NET CHANGES TO THE APPROVED CONSTRUCTION DOCUMENTS AUTHORIZED BY THE ENGINEER OF RECORD.

- 5.3. THE SPECIAL INSPECTOR SHALL SUBMIT A FINAL SIGNED REPORT WITHIN TEN DAYS OF THE FINAL INSPECTION STATING WHETHER THE WORK REQUIRING A SPECIAL INSPECTION WAS, TO THE BEST OF THE INSPECTOR'S KNOWLEDGE AND BELIEF, IN CONFORMANCE WITH THE APPROVED CONSTRUCTION DOCUMENTS AND THE APPLICABLE WORKMANSHIP PROVISIONS OF THE INTERNATIONAL BUILDING CODE. WORK NOT IN COMPLIANCE SHALL BE NOTED IN THE REPORT.
- 5.4. SPECIAL INSPECTOR SHALL BE EMPLOYED BY OWNER AND COORDINATED BY THE CONTRACTOR.

1. MONUMENTS DELINEATING PROPERTY LINES OR RIGHT OF WAYS SHALL NOT BE DISTURBED DURING CONSTRUCTION OPERATIONS. IN THE CASE A MONUMENT IS DISTURBED, AT THE CONTRACTOR'S EXPENSE, THE MONUMENT SHALL BE RESET TO ITS ORIGINAL LOCATION AND ELEVATION BY A LICENSED PROFESSIONAL LAND SURVEYOR.
2. ALL DIMENSIONS ON THE FOLLOWING SHEETS TAKE PRECEDENT OVER SCALED DIMENSIONS. EACH DRAWING WITH A BAR SCALE MEANS THAT THE DRAWING/DETAIL HAS BEEN SCALED AS ACCURATELY AS POSSIBLE, AND THE BAR SCALE IS FOR GENERAL REFERENCE ONLY. IF NO BAR SCALE IS PRESENT, THEN THERE IS NO SCALE TO THAT DRAWING/DETAIL. AT NO TIME SHOULD DRAWINGS BE SCALED FROM. ANY DISCREPANCIES BETWEEN DRAWINGS, DETAILS, SPECIFICATIONS AND THE FIELD CONDITION SHALL BE IMMEDIATELY REPORTED TO ACORN FOR FURTHER DIRECTIONS BEFORE ANY ADDITIONAL WORK PROCEEDS.
3. SIGNAGE, STRIPING, AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
4. ALL TRAFFIC CONTROL SIGNS INDICATED ON THE SITE LAYOUT PLAN ARE TO MEET ALL REQUIREMENTS & CONDITIONS OF THE CITY OF PORTLAND, MAINE DEPARTMENT OF TRANSPORTATION AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
5. THE CONTRACTOR SHALL OBTAIN THE SERVICES OF A LICENSED PROFESSIONAL LAND SURVEYOR TO PROVIDE A MINIMUM OF TWO TEMPORARY BENCHMARKS WITHIN THE SITE AND TO LOCATE PROPOSED STRUCTURE CORNERS.
6. CONTRACTOR TO ENSURE THAT ACCESS, INCLUDING BUT NOT LIMITED TO WALKWAYS, DRIVEWAYS, AND MAILBOXES ADJACENT TO THE PROJECT REMAIN FUNCTIONAL AND AVAILABLE FOR USE AT ALL TIMES.

1. THIS PROJECT IS SUBJECT TO THE TERMS AND CONDITIONS OF MAJOR SITE PLAN - FROM THE CITY OF PORTLAND.
2. THE CONTRACTOR SHALL REVIEW THE ABOVE REFERENCED PERMITS PRIOR TO SUBMITTING A BID FOR THIS PROJECT, AND INCLUDE COSTS AS NECESSARY TO COMPLY WITH THE CONDITIONS OF THESE PERMITS.
3. ALL WORK WITHIN THE PUBLIC RIGHT-OF-WAY REQUIRES A STREET OPENING PERMIT FROM THE CITY OF PORTLAND. ADDITIONALLY, COORDINATE WITH THE DEPARTMENT OF PUBLIC WORKS.

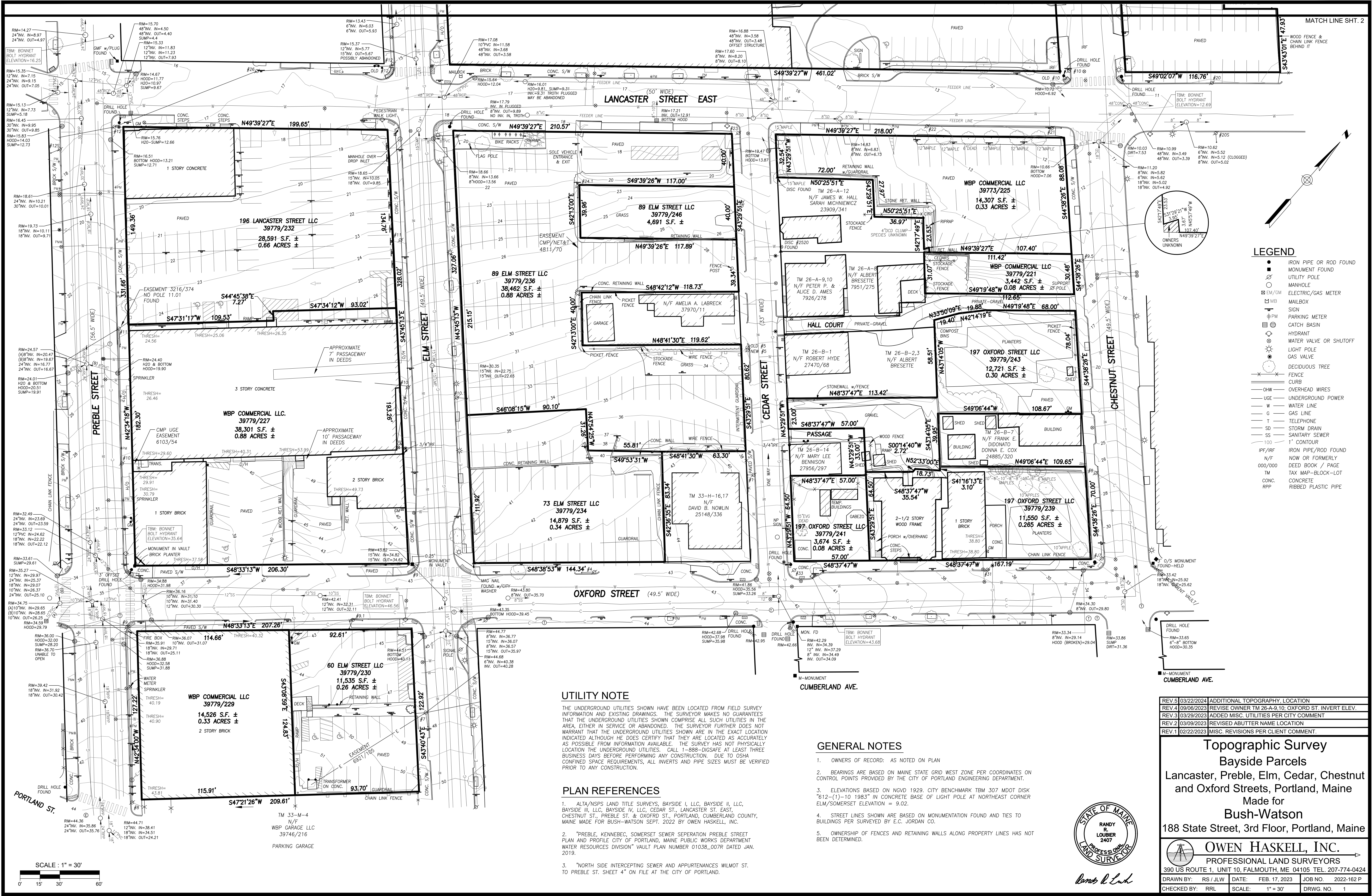
1. TOPSOIL STRIPPED FROM THE SITE THAT IS SUITABLE FOR REUSE AS LOAM (MEETS THE REQUIREMENTS WITHIN SECTION 615 OF THE MDOT STANDARD SPECIFICATIONS, MOST RECENT VERSION AND IS FREE OF TRACEABLE AMOUNTS OF CONTAMINANTS) SHALL BE STOCKPILED WITHIN THE PROPOSED LIMIT OF WORK AREA. THE CONTRACTOR SHALL NOT ASSUME THAT ANY STRIPPED TOPSOIL WILL BE ACCEPTABLE FOR REUSE WITH THEIR ESTIMATE.
2. THE CONTRACTOR SHALL ANTICIPATE THAT GROUNDWATER WILL BE ENCOUNTERED DURING CONSTRUCTION AND SHALL INCLUDE SUFFICIENT COSTS WITHIN THEIR BID TO PROVIDE DEWATERING AS NECESSARY; NO SEPARATE PAYMENT SHALL BE MADE TO THE CONTRACTOR FOR DEWATERING. DEWATERING SHALL INCLUDE TREATMENT OF SILT THROUGH THE USE OF A DIRTBAG BY ACF ENVIRONMENTAL OR APPROVED EQUIVALENT. FLOWS FROM DEWATERING ACTIVITIES SHALL NOT BE DISCHARGED INTO SANITARY SEWERS. SEE BORING LOGS FOR ADDITIONAL INFORMATION.
3. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ANY EASEMENT OR TEMPORARY CONSTRUCTION RIGHTS AS NECESSARY BY PRIVATE ADJACENT LAND OWNERS. THE CONTRACTOR SHALL NOT DISTURB ANY SOIL BEYOND THE PROPERTY LINE WITHOUT NOTIFYING AND OBTAINING SUCH EASEMENT OR TEMPORARY CONSTRUCTION RIGHT FROM THE ADJACENT LAND OWNERS. PRIOR TO THE CONTRACTOR PRICING THE WORK, THEY SHALL PROVIDE ACORN WITH PROOF OF SUCH EASEMENT OR TEMPORARY RIGHTS. SHOULD EASEMENTS OR TEMPORARY RIGHTS NOT BE AVAILABLE, THE CONTRACTOR SHALL INCLUDE COST FOR BRACING AND SHORING AS NECESSARY.
4. THE MINIMUM SLOPE SHALL MEET OR EXCEED 0.5% IN ALL CASES WHERE NOT NOTED ON THE GRADING PLAN. SLOPES IDENTIFIED ON THE GRADING PLAN TAKE PRECEDENT. ALL SLOPES SHALL BE AWAY FROM BUILDINGS AND TOP OF PAVEMENT SHALL BE AT OR BELOW EXISTING FINISH FLOOR ELEVATIONS.
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT PREPARED BY THE SUMMIT GEOENGINEERING SERVICES INC. FOR TOM WATSON & CO/BUSH-WATSON ON 3/14/2023.
6. CONTRACTOR TO REVIEW EXISTING SOIL CONDITIONS, TEST PITS, AND BORINGS. THERE WILL BE NO ADDITIONAL PAYMENT FOR UNSUITABLE SOILS.
7. ALL STORM DRAIN PIPE SHALL BE SMOOTH BORE INTERIOR PROVIDING A MANNINGS ROUGHNESS COEFFICIENT OF $N=0.012$ OR LESS.
8. ADJUST ALL MANHOLES, CATCH BASINS, CURB BOXES, ETC. WITHIN LIMITS OF WORK TO FINISH GRADE.
9. NATIVE SOILS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LIMIT THE DISTURBANCE TO SUBGRADE SOILS. SHOULD THE SUBGRADE BECOME YIELDING OR DIFFICULT TO WORK, CONTACT ACORN. THE DISTURBED AREAS SHALL BE EXCAVATED AND BACKFILLED WITH COMPACTED SELECT FILL OR CRUSHED STONE AT NO ADDITIONAL EXPENSE TO THE OWNER.
10. ALL SUBGRADE PREPARATION IS SUBJECT TO THE RECOMMENDATIONS OF THE PROJECT GEOTECHNICAL ENGINEER, IF APPLICABLE.

1. DISTURBED AREAS ARE DEFINED AS THOSE SURFACES WHERE EXISTING VEGETATION OR STRUCTURES HAVE BEEN REMOVED, EXPOSING NATIVE SOIL TO THE ELEMENTS.
2. ALL ROUTINE WORK ACTIVITIES SHALL BE CONDUCTED IN SUCH A WAY TO LIMIT THE AMOUNT OF DISTURBED AREA AT ONE TIME TO THE EXTENT PRACTICABLE.
3. PRIOR TO THE START OF ANY CLEARING/LAND DISTURBING ACTIVITIES, THE CONTRACTOR SHALL INSTALL APPLICABLE EROSION CONTROL DEVICES SUCH AS PERMETER SILT FENCE, AND OTHER APPLICABLE MEASURES. IN THE EVENT THE CONTRACTOR IS NOT SURE A EROSION CONTROL MEASURE SHOULD BE IMPLEMENTED, THE CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD TO CONFIRM IMPLEMENTATION OF ANY EROSION CONTROL DEVICES.
4. ALL GROUND AREAS GRADED FOR CONSTRUCTION SHALL BE GRADED, LOAMED, SEEDED AND MULCH SHALL BE APPLIED AS SOON AS POSSIBLE WITHIN 7 DAYS FOLLOWING THE COMPLETION OF ANY SOIL DISTURBANCE, AND PRIOR TO ANY STORM EVENT.
5. EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED TO THE SATISFACTION OF THE CITY. THE CONTRACTOR SHALL REFERENCE THE APPROVED EROSION AND SEDIMENTATION CONTROL REPORT FOR TEMPORARY AND PERMANENT EROSION AND SEDIMENTATION CONTROL DEVICES IN ADDITION TO THE PLAN SET. THE CONTRACTOR SHALL ALSO REFER TO THE MAINE D.E.P. PERMIT CONDITIONS FINDINGS OF FACT AND ORDER (IF ANY), AND THE CURRENT MAINE EROSION AND SEDIMENT CONTROL BMP MANUAL FOR ADDITIONAL INFORMATION.
6. PRIOR TO PAVING, THE CONTRACTOR SHALL REMOVE ALL SEDIMENT FROM STORM DRAINS, CATCH BASINS, AND APPURTENANCES.
7. REFER TO THE EROSION CONTROL DETAILS & NOTES FOR ADDITIONAL INFORMATION.

3. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND ELEVATION OF THE EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED UPON RECORDS OF VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THIS INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO TEST PIT TO DETERMINE THE EXACT LOCATION AND ELEVATION OF UTILITIES TO COORDINATE WITH THE PROPOSED CONNECTIONS OR CROSSING. ANY DISCREPANCIES SHALL BE IMMEDIATELY REPORTED TO ACORN FOR FURTHER DIRECTIONS BEFORE ANY ADDITIONAL WORK PROCEEDS.
2. CONTRACTOR SHALL, AT NO ADDITIONAL COST TO THE OWNER, CONDUCT EXPLORATORY EXCAVATIONS AT LOCATIONS WHERE PROPOSED EXCAVATION WILL INTERSECT WITH EXISTING UTILITIES, PRIOR TO THE ORDERING OF STRUCTURES.
3. ALL NEW SANITARY MANHOLES SHALL BE VACUUM TESTED AND SHOWN TO PASS PRIOR TO BACKFILLING. TESTING SHALL BE COMPLETED IN ACCORDANCE WITH TECHNICAL REPORT #16 (TR-16): GUIDES FOR THE DESIGN OF WASTEWATER TREATMENT WORKS, PREPARED BY THE NEW ENGLAND INTERSTATE WATER POLLUTION CONTROL COMMISSION.
4. SEWER MANHOLES SHALL BE 4' ID UNLESS OTHERWISE STATED ON THE PLANS.
5. CONTRACTOR TO PROVIDE 5.5' OF COVER FROM TOP OF PIPE TO FINISH GRADE FOR WATER MAINS.
6. THRUST BLOCKS SHALL BE USED FOR THRUST RESTRAIN ON WATER MAINS. DETAIL AND LIMITS FOR THRUST BLOCKS ARE SHOWN WITHIN THE PLAN SET.
7. WATER INFRASTRUCTURE SHALL BE TESTED IN ACCORDANCE WITH THE PORTLAND WATER DISTRICT DOCUMENT "WATER AND SEWER CONSTRUCTION SPECIFICATIONS AND PROCEDURE", MOST RECENT REVISION.
8. ALL REQUIRED FITTINGS FOR THE WATER MAIN ARE NOT SHOWN ON DRAWINGS. CONTRACTOR SHALL FURNISH AND INSTALL ALL NECESSARY FITTINGS REQUIRED TO CONSTRUCT THE WATER MAIN IN ACCORDANCE WITH PORTLAND WATER DISTRICT, STATE OF MAINE, AND AMERICAN WATER WORKS ASSOCIATION STANDARDS AND REGULATIONS.
9. CONTRACTOR SHALL COORDINATE WORK REGARDING ANY WATER MAIN CONNECTION AND WATER MAIN SHUTDOWN WITH THE PORTLAND WATER DISTRICT AT LEAST SEVEN (7) DAYS PRIOR TO CONSTRUCTION.
10. ALL WATER PIPE INSTALLATION SHALL CONFORM WITH THE PORTLAND WATER DISTRICT SPECIFICATIONS AND PROCEDURES, MOST RECENT EDITION.
11. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
12. SEWER, GAS, TELEPHONE, ELECTRICITY, CABLE, WATER AND ANY OTHER UTILITY CONNECTIONS SHALL BE REVIEWED BY PLUMBING, ELECTRICAL, AND MECHANICAL DESIGNER FOR CONSISTENCY WITH THEIR PLANS PRIOR TO CONSTRUCTION.
13. COORDINATE EXIT POINT FOR SECONDARY UTILITY SERVICES WITH THE ARCHITECT/ELECTRICAL ENGINEER. SECONDARY LINE LOCATIONS NOT PROVIDED BY ACORN WITHIN THE UTILITY PLAN.
14. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL THE NECESSARY PERMITS FOR THE INSTALLATION OF THE UTILITIES AND STORMDRAINS WITHIN THE PUBLIC RIGHT OF WAY. THE CONTRACTOR SHALL SUBMIT A MAINTENANCE OF TRAFFIC PLAN TO THE CITY IN ACCORDANCE WITH THE CITY OF PORTLAND TECHNICAL MANUAL PRIOR TO ANY WORK.
15. THE CONTRACTOR SHALL PROVIDE AND INSTALL ALL BOXES, FITTINGS, CONNECTORS, COVER PLATES AND OTHER MISCELLANEOUS ITEMS NOT NECESSARILY DETAILED ON THE DRAWINGS TO RENDER INSTALLATION OF UTILITIES COMPLETE AND OPERATIONAL AT NO EXTRA EXPENSE TO THE OWNER.
16. ALL UTILITY PIPES SHALL SLOPE UNIFORMLY BETWEEN ELEVATIONS INDICATED ON THE DRAWINGS. NO CRESTS OR SAGS IN THE PIPING WILL BE PERMITTED. ALL HORIZONTAL AND VERTICAL BENDS IN PRESSURIZED PIPE LINES SHALL BE SUITABLY RESTRAINED WITH THRUST BLOCKS OR RETAINER GLANDS. RETAINER GLANDS ALLOWED FOR DUCTILE IRON PIPE ONLY. PROVIDE ALL BENDS, HORIZONTAL AND VERTICAL, AS REQUIRED TO MEET THE GRADES AND ALIGNMENTS INDICATED ON THE DRAWINGS.
17. ALL WASTEWATER PIPING, EXCLUDING BUILDING DRAINS, AND ALL PRESSURIZED PIPING, TO INCLUDE WATER MAINS, INSTALLED BENEATH STRUCTURES SHALL BE ENCASED IN CONCRETE.
18. WHERE NEW PIPING IS TO BE CONNECTED TO EXISTING PIPING, THE CONTRACTOR SHALL FURNISH AND INSTALL ALL ADAPTERS, FITTINGS AND ADDITIONAL PIPE AS REQUIRED TO ENSURE A COMPLETE AND PROPERLY FUNCTIONING CONNECTION. CONTRACTOR TO VERIFY LOCATION, ELEVATION, ORIENTATION AND MATERIAL OF CONSTRUCTION. ADAPTERS AND FITTINGS ARE INCIDENTAL TO THE PIPE INSTALLATION.
19. WHENEVER POSSIBLE, WATER LINES SHOULD BE INSTALLED OVER WASTEWATER LINES. A MINIMUM SEPARATION OF 18 INCHES BETWEEN THE BOTTOM OF THE WATER LINE AND THE TOP OF THE WASTEWATER LINE SHALL BE MAINTAINED WHERE POSSIBLE. WHERE A WATER LINE CROSSES UNDER THE WASTEWATER LINE, A FULL LENGTH OF WASTEWATER PIPE SHALL BE CENTERED ABOVE THE WATER LINE SO THAT BOTH JOINTS WILL BE AS FAR FROM THE WATER LINE AS POSSIBLE.
20. THE CONTRACTOR SHALL BE ANTICIPATE THAT THE NATIVE SILT AND CLAY SOILS WILL NOT BE SUITABLE FOR PIPE TRENCH BACKFILL IN PAVED AREAS.
21. GROUNDWATER SHALL BE CONTROLLED TO A LEVEL OF AT LEAST ONE FOOT BELOW SUBGRADE OF THE PIPE OR STRUCTURE. THE CONTRACTOR SHALL MAINTAIN THE LOWERED GROUNDWATER LEVEL UNTIL CONSTRUCTION HAS BEEN COMPLETED TO SUCH AN EXTENT THAT THE STRUCTURES OR PIPES WILL NOT BE FLOATED OR OTHERWISE DAMAGED.
22. EXCAVATION TO SUBRADE IN NATIVE SILT AND CLAY SHALL BE COMPLETED WITH A SMOOTH EDGE BUCKET TO MINIMIZE SUBGRADE DISTURBANCE.
23. ALL ADJUSTMENTS TO FINISHED GRADE ARE TO BE COMPLETED BY THE CONTRACTOR. THE CONTRACTOR SHALL CONFORM STRUCTURES THAT REQUIRE ADJUSTMENT WITH THE ENGINEER OR OWNERS REPRESENTATIVE PRIOR TO ADJUSTING FRAMES.

1. THE FOLLOWING ITEMS ARE TYPICAL OF MATERIAL WHICH MAY BE ON SITE:
 - ROCK AND CONCRETE FOUNDATIONS
 - CONCRETE SLABS, PADS AND BLOCKS
 - BITUMINOUS ASPHALT PAVEMENT
 - GRANITE, CONCRETE, AND BITUMINOUS CURBING
 - CONCRETE AND BLOCK RETAINING WALLS
 - GUARDRAILS, FENCE POSTS AND FENCING
 - UNDERGROUND AND OVERHEAD UTILITY LINES
 - LIGHT POLES AND BASES
 - ABOVE AND OR BELOW GROUND FUEL OIL AND PROPANE GAS TANKS
 - STORM DRAIN PIPES AND APPURTENANCE STRUCTURES
 - OTHER TRASH & MISCELLANEOUS SOLID WASTES
2. THE CONTRACTOR IS ADVISED TO VISIT THE SITE TO CONFIRM DEMOLITION ITEMS SINCE THE LIST IS NOT INCLUSIVE OF THE SITE CONDITIONS WHICH MAY BE ENCOUNTERED
3. ALL DISPOSAL OF DEMOLITION DEBRIS OR WASTE SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE, & FEDERAL REGULATIONS. CONTRACTORS SHALL PROVIDE OWNER WITH APPROPRIATE "BILLS OF LADING" DEMONSTRATING PROPER DISPOSAL OF ALL MATERIALS.
4. CONTRACTOR TO REFER TO ENVIRONMENTAL REPORTS AND EMMP PREPARED BY TRC
5. UPON A FINDING OF ARCHAEOLOGICAL RESOURCES ON THE SITE, CONSULTATION WITH THE CITY OF PORTLAND'S HISTORIC PRESERVATION PROGRAM AND THE MAINE HISTORIC PRESERVATION COMMISSION IS REQUIRED TO DETERMINE APPROPRIATE NEXT STEPS.

1192 5 FILE:DETAILS_2-13-25



UTILITY NOTE

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEY HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. CALL 1-888-DIGSAFE AT LEAST THREE BUSINESS DAYS BEFORE PERFORMING ANY CONSTRUCTION. DUE TO OSHA CONFINED SPACE REQUIREMENTS, ALL INVERTS AND PIPE SIZES MUST BE VERIFIED PRIOR TO ANY CONSTRUCTION.

PLAN REFERENCES

1. ALTA/NSPS LAND TITLE SURVEYS, BAYSIDE I, LLC, BAYSIDE II, LLC, BAYSIDE III, LLC, BAYSIDE IV, LLC, CEDAR ST., LANCASTER ST. EAST, CHESTNUT ST., PREBLE ST. & OXFORD ST., PORTLAND, CUMBERLAND COUNTY, MAINE MADE FOR BUSH-WATSON SEPT. 2022 BY OWEN HASKELL, INC.

2. "PREBLE, KENNEBEC, SOMERSET SEWER SEPARATION PREBLE STREET PLAN AND PROFILE CITY OF PORTLAND, MAINE PUBLIC WORKS DEPARTMENT WATER RESOURCES DIVISION" VAULT PLAN NUMBER 01038-007R DATED JAN. 2019.

3. "NORTH SIDE INTERCEPTING SEWER AND APPURTENANCES WILMOT ST. TO PREBLE ST. SHEET 4" ON FILE AT THE CITY OF PORTLAND.

GENERAL NOTES

1. OWNERS OF RECORD: AS NOTED ON PLAN

2. BEARINGS ARE BASED ON MAINE STATE GRID WEST ZONE PER COORDINATES ON CONTROL POINTS PROVIDED BY THE CITY OF PORTLAND ENGINEERING DEPARTMENT.

3. ELEVATIONS BASED ON NGVD 1929. CITY BENCHMARK TBM 307 MDT DISK "612-(1)-10 1983" IN CONCRETE BASE OF LIGHT POLE AT NORTHEAST CORNER ELM/SOMERSET ELEVATION = 9.02.

4. STREET LINES SHOWN ARE BASED ON MONUMENTATION FOUND AND TIES TO BUILDINGS PER SURVEYED BY E.C. JORDAN CO.

5. OWNERSHIP OF FENCES AND RETAINING WALLS ALONG PROPERTY LINES HAS NOT BEEN DETERMINED.

REV 5	03/22/2024	ADDITIONAL TOPOGRAPHY LOCATION
REV 4	09/06/2023	REVISE OWNER TM 26-A-9.10: OXFORD ST. INVERT ELEV.
REV 3	03/29/2023	ADDED MISC. UTILITIES PER CITY COMMENT
REV 2	03/09/2023	REVISED BUTTER NAME LOCATION
REV 1	02/22/2023	MISC. REVISIONS PER CLIENT COMMENT.

Topographic Survey
Bayside Parcels
Lancaster, Preble, Elm, Cedar, Chestnut
and Oxford Streets, Portland, Maine
Made for
Bush-Watson
188 State Street, 3rd Floor, Portland, Maine

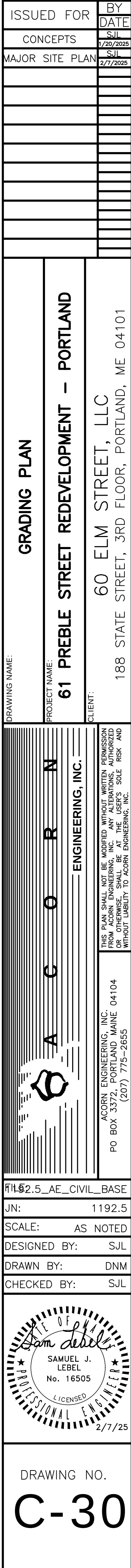
OWEN HASKELL, INC. PROFESSIONAL LAND SURVEYORS 390 US ROUTE 1, UNIT 10, FALMOUTH, ME 04105 TEL. 207-774-0424	
DRAWN BY: RS / JRL	DATE: FEB. 17, 2023
CHECKED BY: JRL	SCALE: 1" = 30'
	DRWG. NO. 1

1. ALL BRICK SIDEWALK ANVERTICAL GRANITE CURB TO BE REPLACED SHALL BE REBUILT TO CITY OF PORTLAND SPECIFICATIONS.
2. ALL PAVEMENT STRIPING AND MARKINGS SHALL COMPLY TO CITY OF PORTLAND STANDARDS.
3. ANY ASPHALT TO BE REMOVED SHALL BE STRIPPED AND PROPERLY DISPOSED OF OFF-SITE.
4. STAFF TO BE REMOVED SHALL BE REMOVED ACCORDING TO CITY OF PORTLAND SPECIFICATIONS. CURB SHALL BE PROPERLY DISPOSED OF AND SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
5. ALL RAMPS TO CONFORM TO ADA GUIDELINES. SLOPE SHALL NOT EXCEED 1 INCH PER FOOT.
6. ALL SITE STAKEOUT SHALL COMPLY TO CITY OF PORTLAND STANDARDS. AND INSTALL.
7. FOLLOWING COMPLETION OF CONSTRUCTION, THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND MAINTENANCE OF THE PROJECT.
8. CONTRACTOR SHALL VERIFY BOTTOM AND TOP OF CURB ELEVATIONS ALONG BUILDING FRONTS PRIOR TO CONSTRUCTION OF THE FOUNDATIONS. CONTACT ENGINEER PRIOR TO CONSTRUCTION IF DISCREPANCIES ARE FOUND.

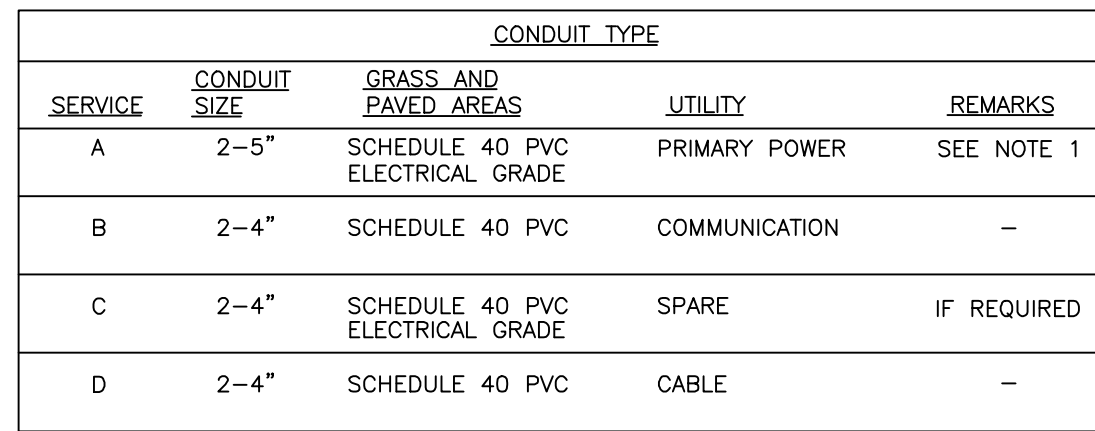
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ACORN ENGINEERING, INC. 04104
 PO BOX 3372, PORTLAND MAINE
 (207) 775-2655

[illegible]



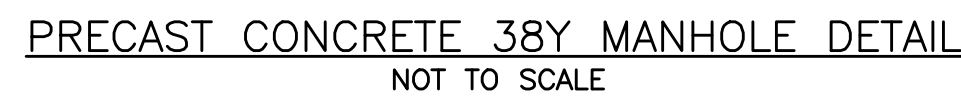
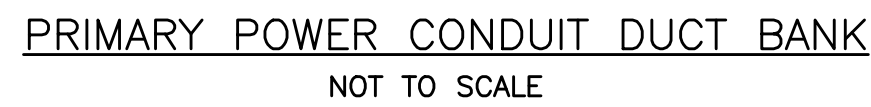




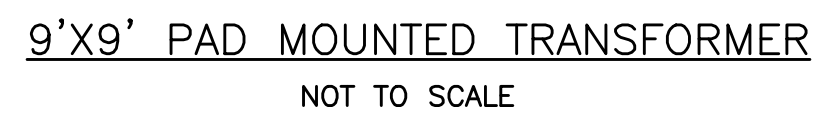
- UTILITY TRENCH:
PRIMARY AND SECONDARY POWER, TELEPHONE, AND CABLE



- CONCRETE PAD DETAIL
NOT TO SCALE



- CMP TRANSFORMER SETBACKS
NOT TO SCALE

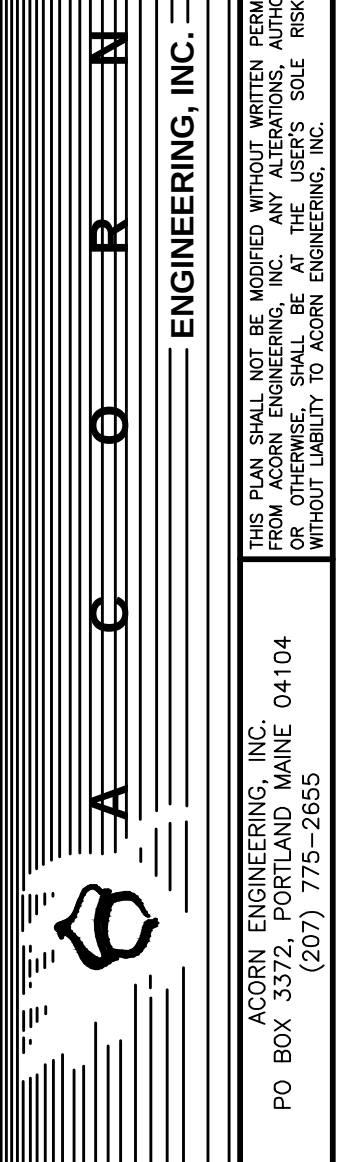


PERMIT LEVEL
NOT ISSUED FOR
CONSTRUCTION

UTILITY DETAILS - 1

PROJECT NAME:
61 PREBLE STREET REDEVELOPMENT - PORTLAND

CLIENT:
60 ELM STREET, LLC
138 STATE STREET, 3RD FLOOR, PORTLAND, ME 04101



NE:DETAILS_2-13-25

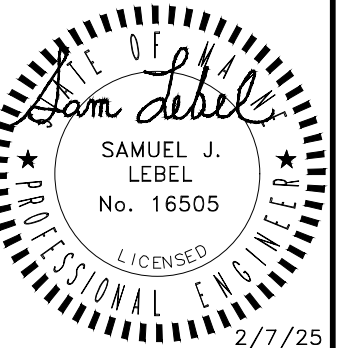
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CALE: AS NOTED

DESIGNED BY: SJL

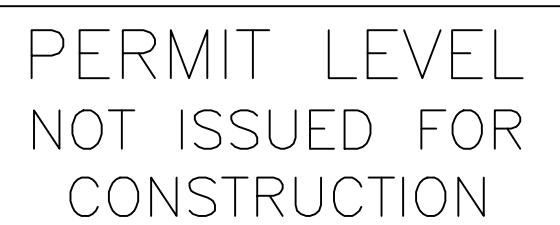
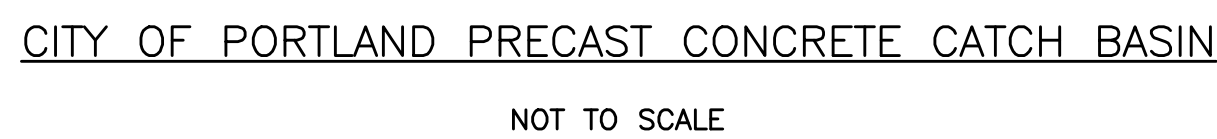
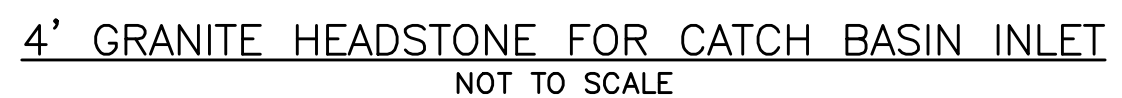
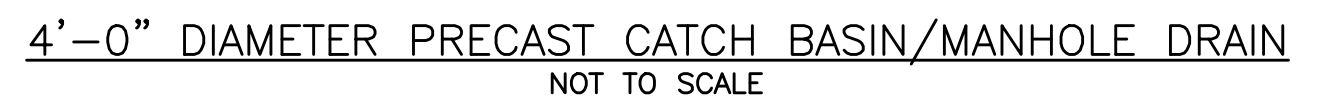
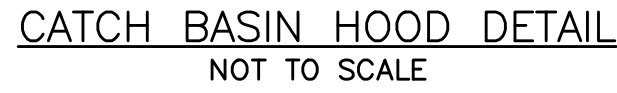
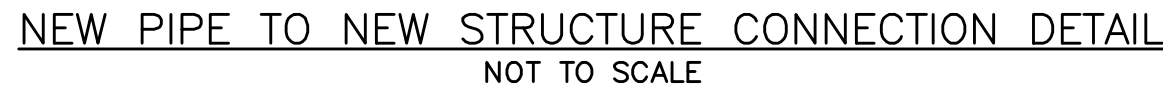
RAWN BY: DNM

HECKED BY:	SJL
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DRAWING NO.

C-42



PROJECT NAME:

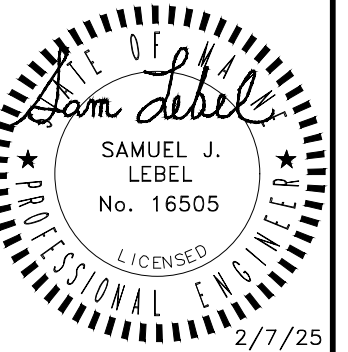
61 PREBLE STREET REDEVELOPMENT — PORTLAND

CLIENT:

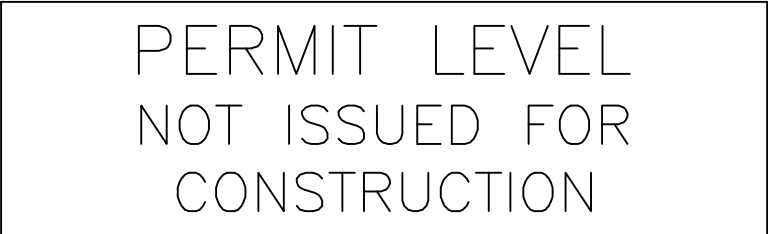
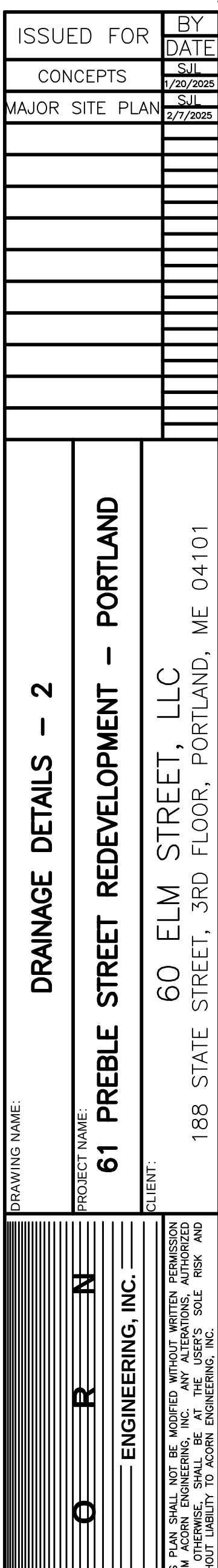
60 ELM STREET, LLC
188 STATE STREET, 3RD FLOOR, PORTLAND, ME 04101

DRAINAGE DETAILS — 1

DATE: DETAILS_2-13-25	
IN:	1192.5
SCALE:	AS NOTED
DESIGNED BY:	SDL
DRAWN BY:	DNM
CHECKED BY:	SDL



DRAWING NO.
C-44



REVELER BAYSIDE PHASE 1B

61 PREBLE STREET, PORTLAND, ME 04101



DRAWING LIST	
SHEET NUMBER	SHEET NAME
00_GENERAL	
CS	COVER SHEET
03_ARCHITECTURAL	
A1.01	LEVEL 1 FLOOR PLAN
A1.02	LEVEL 2 FLOOR PLAN
A1.03	LEVEL 3-10 FLOOR PLAN
A1.04	ROOF PLAN
A2.00	EXTERIOR ELEVATIONS
A2.01	EXTERIOR ELEVATIONS
A2.02	EXTERIOR ELEVATIONS
A2.03	EXTERIOR ELEVATIONS
A3.00	BUILDING SECTIONS
A3.01	BUILDING SECTIONS
A3.02	BUILDING SECTIONS
A3.03	BUILDING SECTIONS
A3.04	BUILDING SECTIONS
A5.00	MATERIAL BOARD
A7.00	PERSPECTIVE VIEWS



188 State St.
3rd Floor
Portland, ME 04102



30 Milk Street
2nd Floor
Portland, ME 04101
PH: 207.747.1515



241 US Route 1
Suite 401
Falmouth, ME, 04105
PH: 207.236.6390



16 Middle St.
Suite 302
Portland, ME 04101
PH: 207.775.2655



104 Congress St.
STE 203
Portsmouth, NH 03801
PH: 603.501.0202
www.marketsquarearchitects.com



31 Miller Ave
Biddeford, ME 04005
PH: 603.496.8020

OWNER:

PARTNER:

GENERAL CONTRACTOR:
BY OWNER

CIVIL ENGINEER:
BY OWNER

ARCHITECT:

LANDSCAPE ARCHITECT:
BY OWNER

CONCEPT DESIGN

02/07/2025

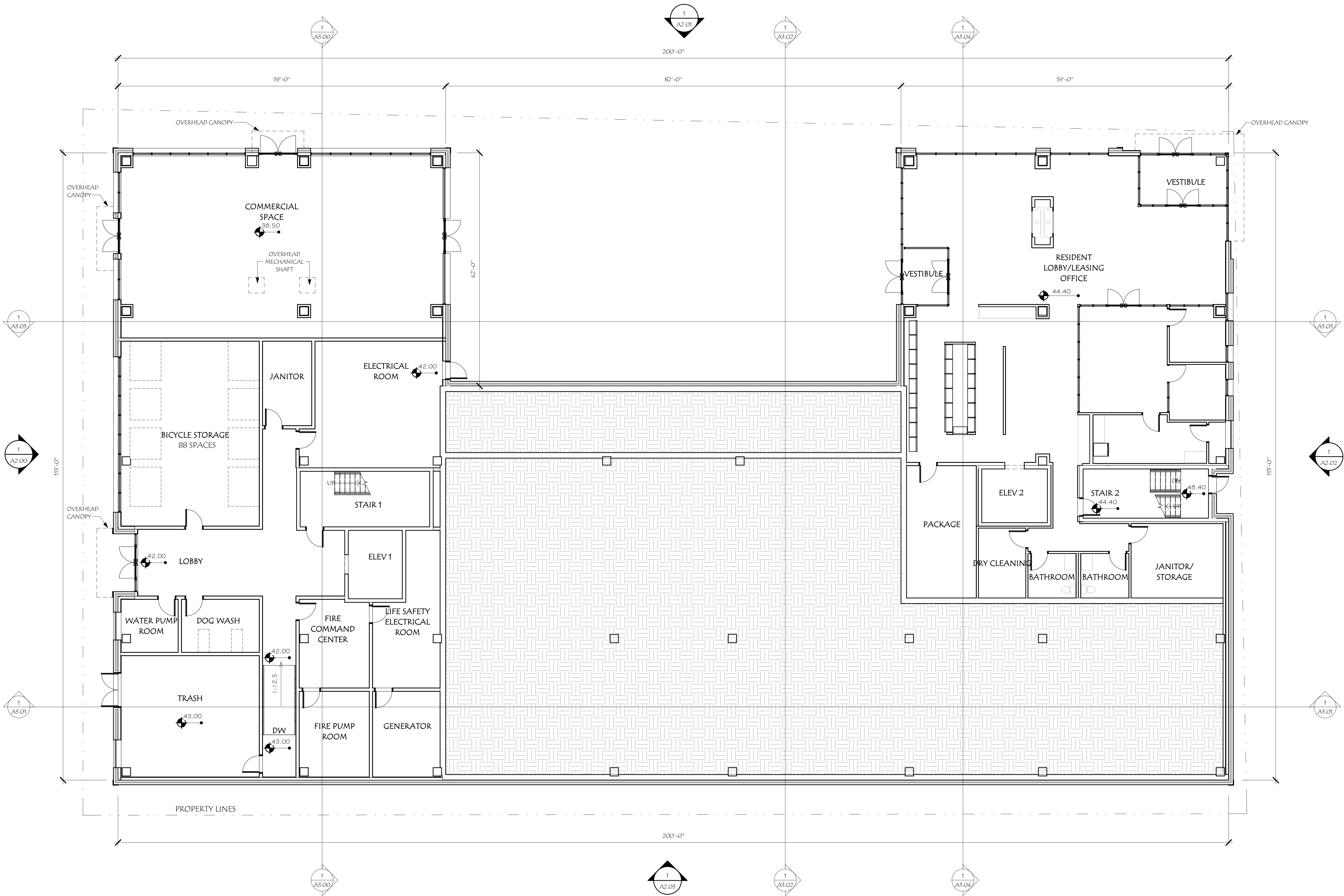
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#	Description
1/8" = 1'-0"	
AMB	
BH	
2024079	
02/07/2025	

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Drawn By:	AMB
Checked By:	BH
Project No.:	2024079
CONCEPT DESIGN	
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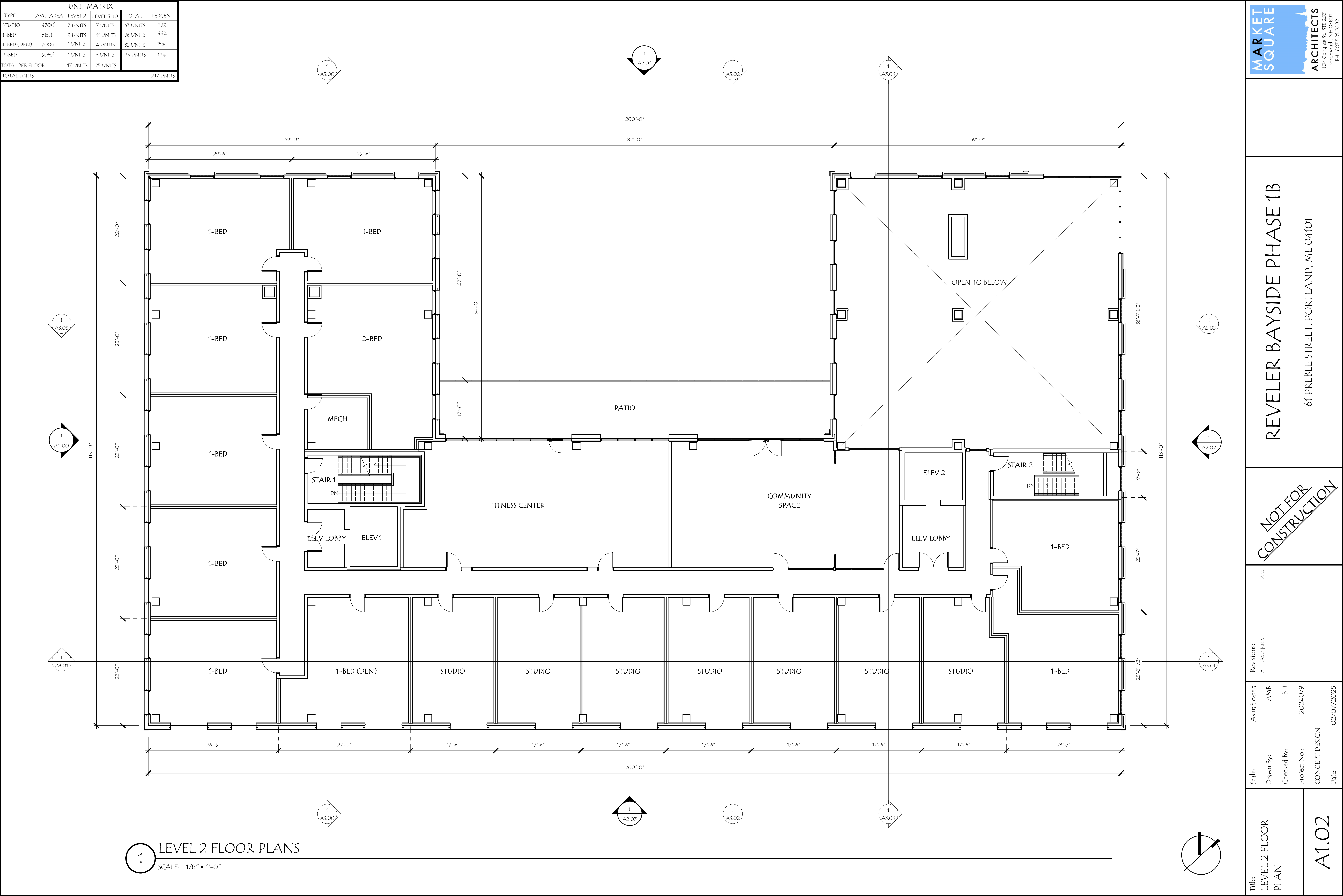
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LEVEL 1 FLOOR PLAN

SCALE: 1/8" = 1'-0"



UNIT MATRIX					
TYPE	AVG. AREA	LEVEL 2	LEVEL 3-10	TOTAL	PERCENT
STUDIO	470sf	7 UNITS	7 UNITS	63 UNITS	29%
1-BED	615sf	8 UNITS	11 UNITS	96 UNITS	44%
1-BED (DEN)	700sf	1 UNITS	4 UNITS	33 UNITS	15%
2-BED	905sf	1 UNITS	3 UNITS	25 UNITS	12%
TOTAL PER FLOOR		17 UNITS	25 UNITS		
TOTAL UNITS				217 UNITS	



1 LEVEL 2 FLOOR PLANS
SCALE: 1/8" = 1'-0"

REVELER BAYSIDE PHASE 1B

61 PREBLE STREET, PORTLAND, ME 04101

NOT FOR
CONSTRUCTION

Date

Revisions:
Description

As Indicated
AMB
BH

Scale:
Drawn By:
Checked By:
Project No.:
CONCEPT DESIGN

Title:
LEVEL 2 FLOOR
PLAN

A1.02

REVELER BAYSIDE PHASE 1B

61 PREBLE STREET, PORTLAND, ME 04101

NOT FOR
CONSTRUCTION

Date

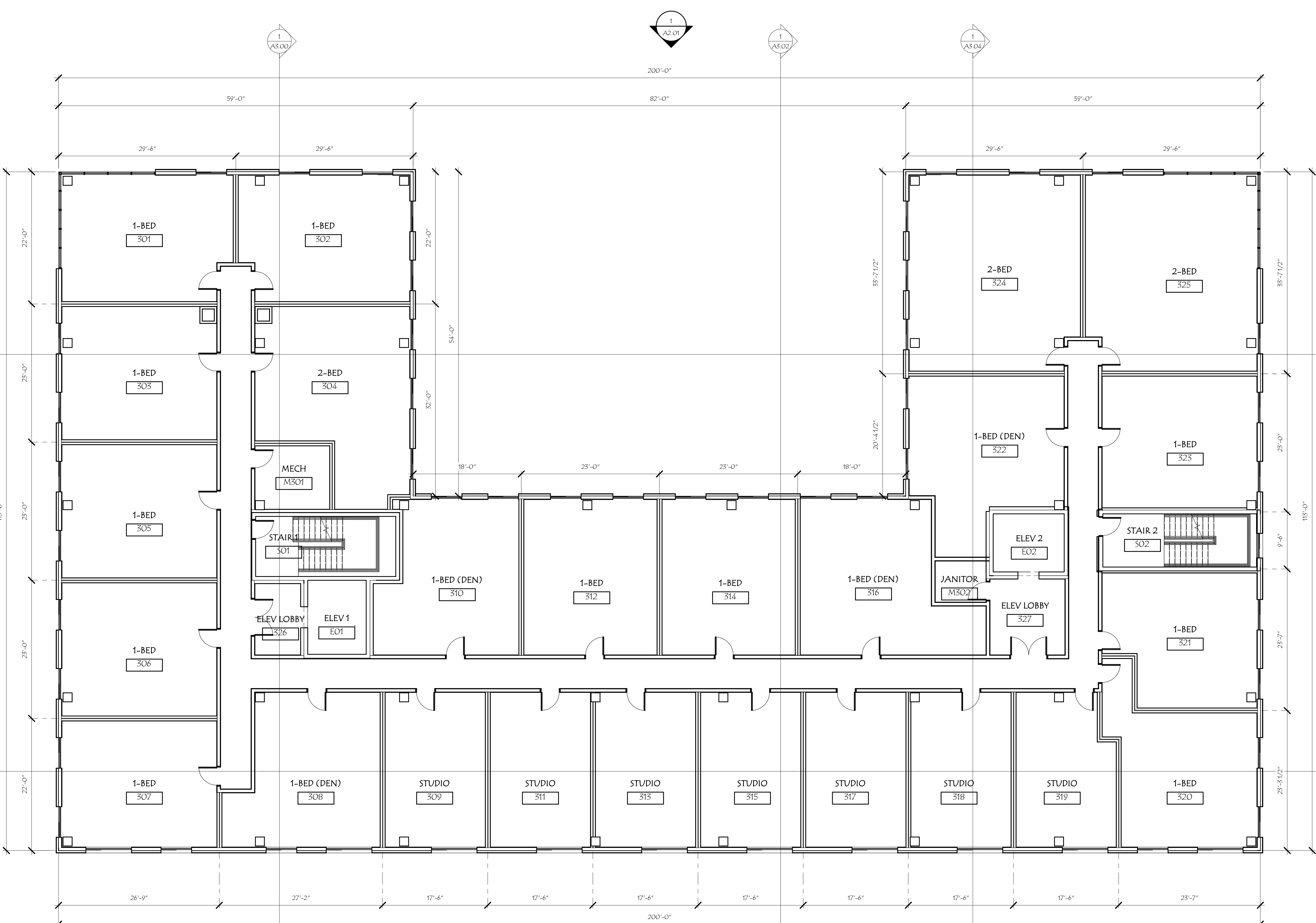
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Drawn By: AMB
Checked By: BH
Project No.: 2024079
CONCEPT DESIGN

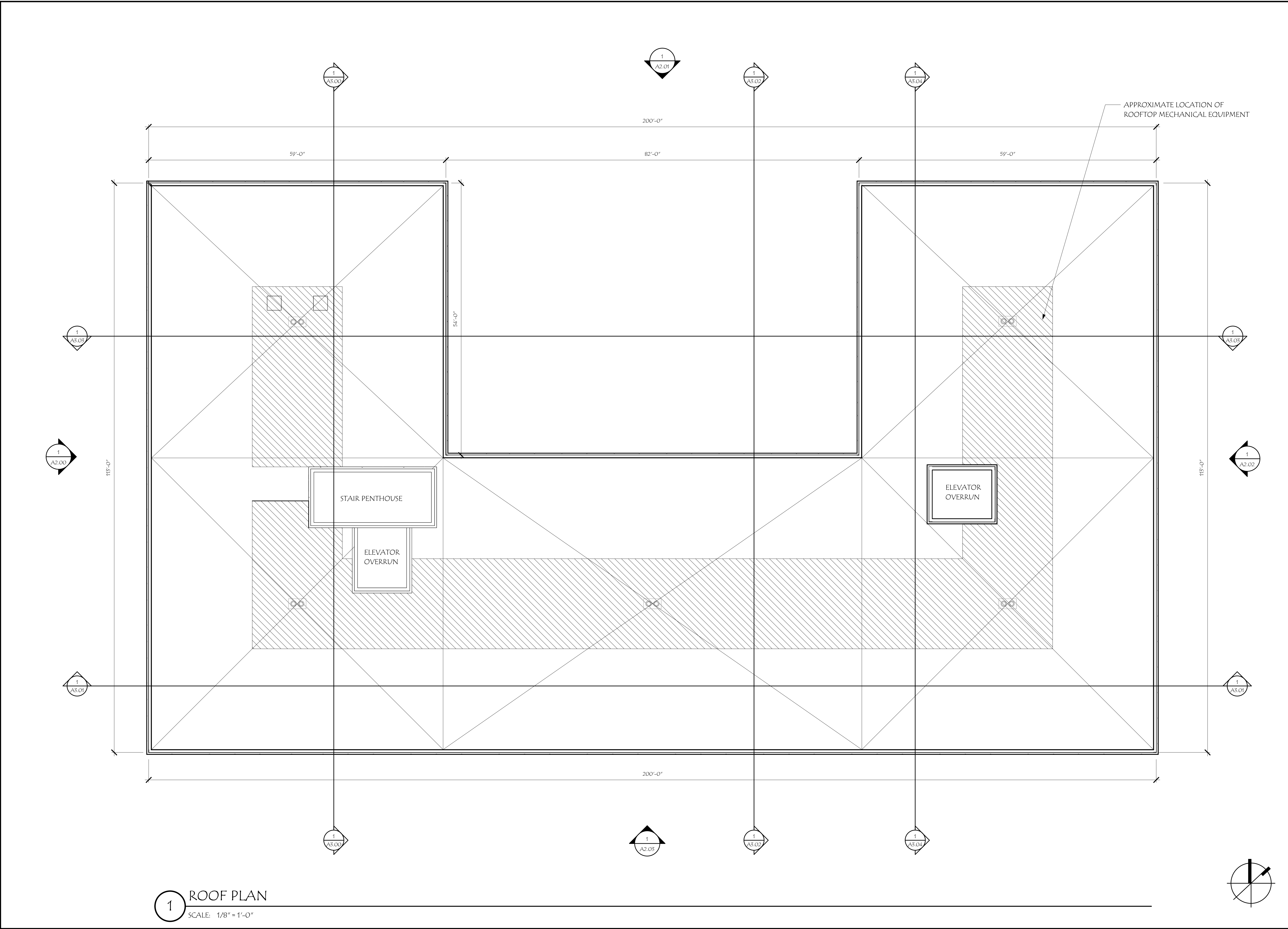
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Title:
LEVEL 3-10 FLOOR
PLAN

A1.03



1 LEVEL 3-10 FLOOR PLAN
SCALE: 1/8" = 1'-0"



MARKET
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ARCHITECTS

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Portland, ME 04101
PH: 603.501.0202

REVELER BAYSIDE PHASE 1B
61 PREBLE STREET, PORTLAND, ME 04101

NOT FOR
CONSTRUCTION

Title: ROOF PLAN	Scale:	1/8" = 1'-0"	Revisions: # Description	Date
	Drawn By:	AMB		
	Checked By:	BH		
	Project No.:	2024079		
	CONCEPT DESIGN			
A1.04	Date: 02/07/2025			

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1 EXTERIOR ELEVATION - PREBLE STREET
SCALE: 1/8" = 1'-0"

ELEVATION MATERIAL KEY		
TAG	MATERIAL	IMAGE
BRK-1	BRICK MASONRY CHARCOAL GRAY	
CP-1	PRECAST CONCRETE OR GRANITE ACCENT BAND	
MP-1	FIBER CEMENT PANEL NEUTRAL	
MP-2	METAL PANEL CLADDING: CHARCOAL GRAY	

SEE SHEET A5.00 FOR MATERIAL SHEET

MARKET
SQUARE

ARCHITECTS

104 Congress St., STE 203
Portland, ME 04101
PH: 603.501.0202

REVELER BAYSIDE PHASE 1B

61 PREBLE STREET, PORTLAND, ME 04101

NOT FOR
CONSTRUCTION

Revisions:		Date
#	Description	
As Indicated	AMB BH	02/07/2025
Drawn By:	2024079	
Checked By:	CONCEPT DESIGN	
Project No.:		
Date:		

ELEVATION KEY PLAN

Title:
EXTERIOR
ELEVATIONS

A2.00



1 EXTERIOR ELEVATION - ELM STREET
SCALE: 1/8" = 1'-0"

ELEVATION MATERIAL KEY		
TAG	MATERIAL	IMAGE
BRK-1	BRICK MASONRY CHARCOAL GRAY	
CP-1	PRECAST CONCRETE OR GRANITE ACCENT BAND	
MP-1	FIBER CEMENT PANEL NEUTRAL	
MP-2	METAL PANEL CLADDING: CHARCOAL GRAY	

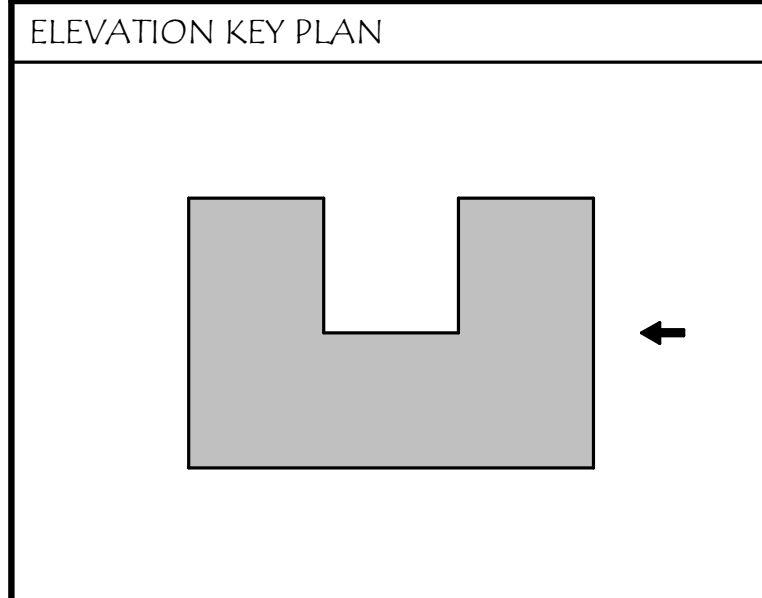
SEE SHEET A5.00 FOR MATERIAL SHEET



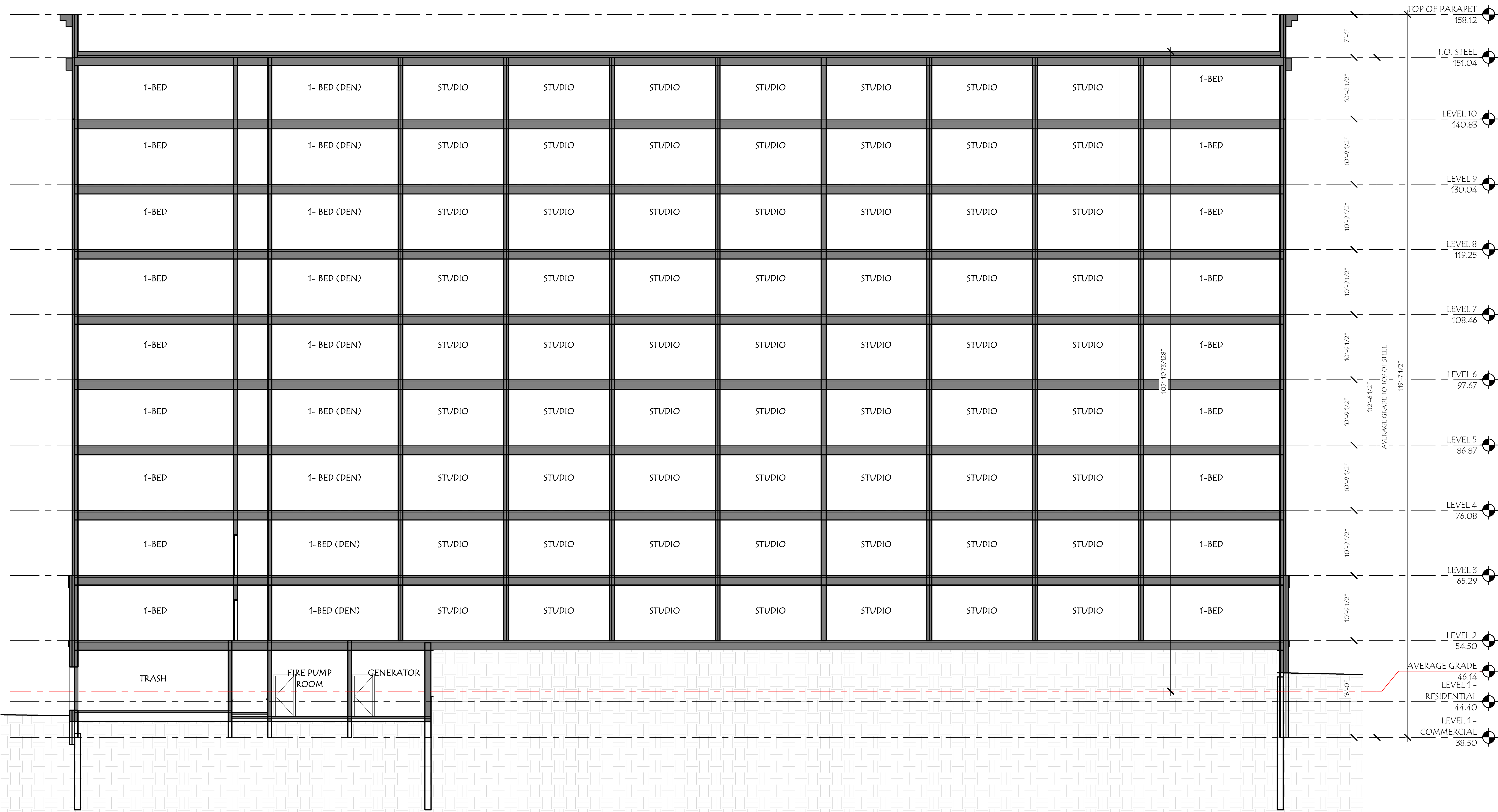
REVELER BAYSIDE PHASE 1B
61 PREBLE STREET, PORTLAND, ME 04101

NOT FOR
CONSTRUCTION

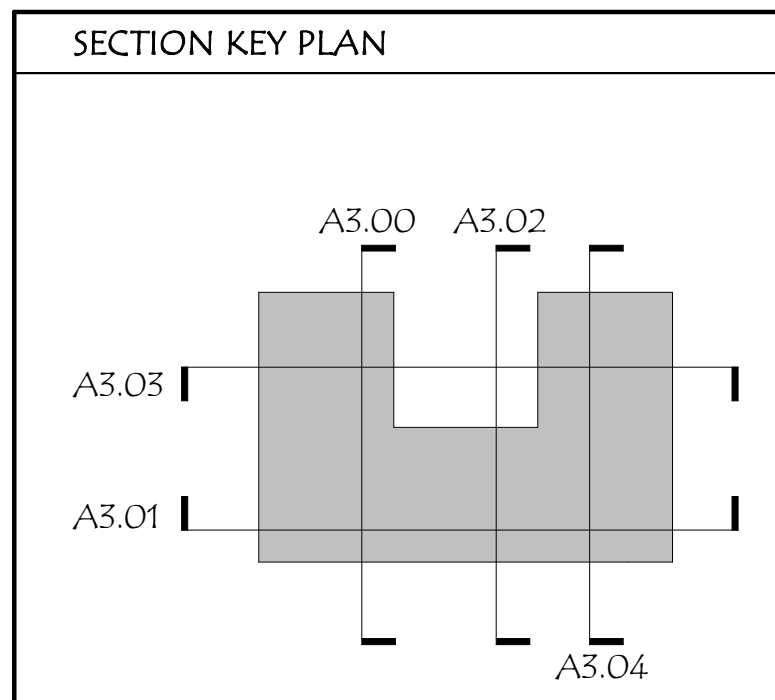
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#	Description	
As Indicated	AMB BH	02/07/2025
Drawn By:	2024079	
Checked By:	CONCEPT DESIGN	
Project No.:		
Date:		



Title:		A2.02	
EXTERIOR ELEVATIONS			



1 ELM-PREBLE SECTION
SCALE: 1/8" = 1'-0"



MARKET SQUARE ARCHITECTS
104 Congress St., STE 203
Portland, ME 04101
PH: 603.501.0202

REVELER BAYSIDE PHASE 1B
61 PREBLE STREET, PORTLAND, ME 04101

NOT FOR CONSTRUCTION

Revisions:
Description
As Indicated
AMB
BH
2024079
02/07/2025

Title:
BUILDING SECTIONS
Scale:
Drawn By:
Checked By:
Project No.:
CONCEPT DESIGN
Date:
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A3.01

NOT FOR
CONSTRUCTION

Date _____

Revisions:	Description
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As indicated
AMB
BH
2024079
02/07/2025

Scale: _____
 Drawn By: _____
 Checked By: _____
 Project No.: _____
 CONCEPT DESIGN
 Date: _____

Title:
BUILDING SECTIONS



SECTION KEY PLAN

The diagram is a section key plan of a U-shaped structure. It features a central horizontal section and two vertical sections on either side. The labels are positioned as follows: A3.00 and A3.02 are at the top of the vertical sections; A3.03 is on the left side of the left vertical section; A3.01 is on the left side of the central horizontal section; and A3.04 is at the bottom of the right vertical section. Thin black lines extend from each label to the corresponding part of the structure.

REVELER BAYSIDE PHASE 1B

61 PREBLE STREET, PORTLAND, ME 04101

NOT FOR
CONSTRUCTION

Date

Revisions:
Description

As Indicated
AMB BH
2024079

Scale:
Drawn By:
Checked By:
Project No.:

Title:
BUILDING SECTIONS

A3.03

CONCEPT DESIGN
Date: 02/07/2025

2/10/2025 11:44:00 PM



1 ELM- PREBLE SECTION 2
SCALE: 1/8" = 1'-0"

REVELER BAYSIDE PHASE 1B

61 PREBLE STREET, PORTLAND, ME 04101

NOT FOR
CONSTRUCTION

Date

Revisions:
Description

As Indicated
AMB BH
2024079

Scale:

Drawn By:

Checked By:

Project No.:

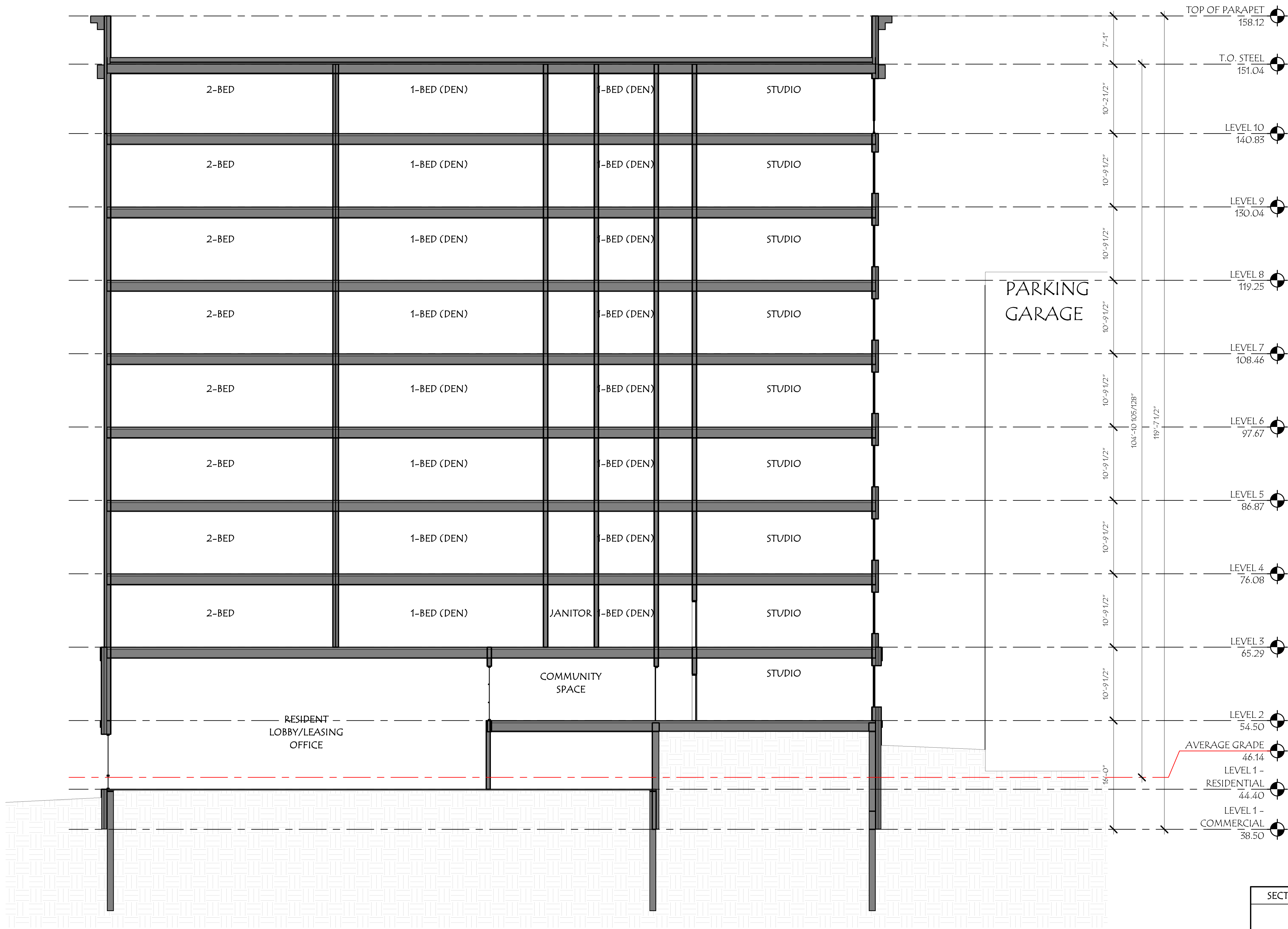
CONCEPT DESIGN

Date: 02/07/2025

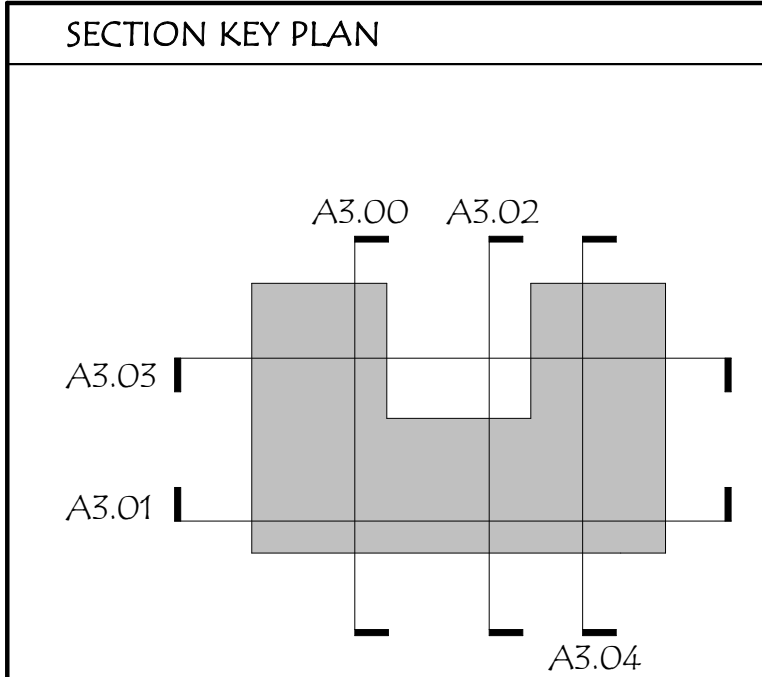
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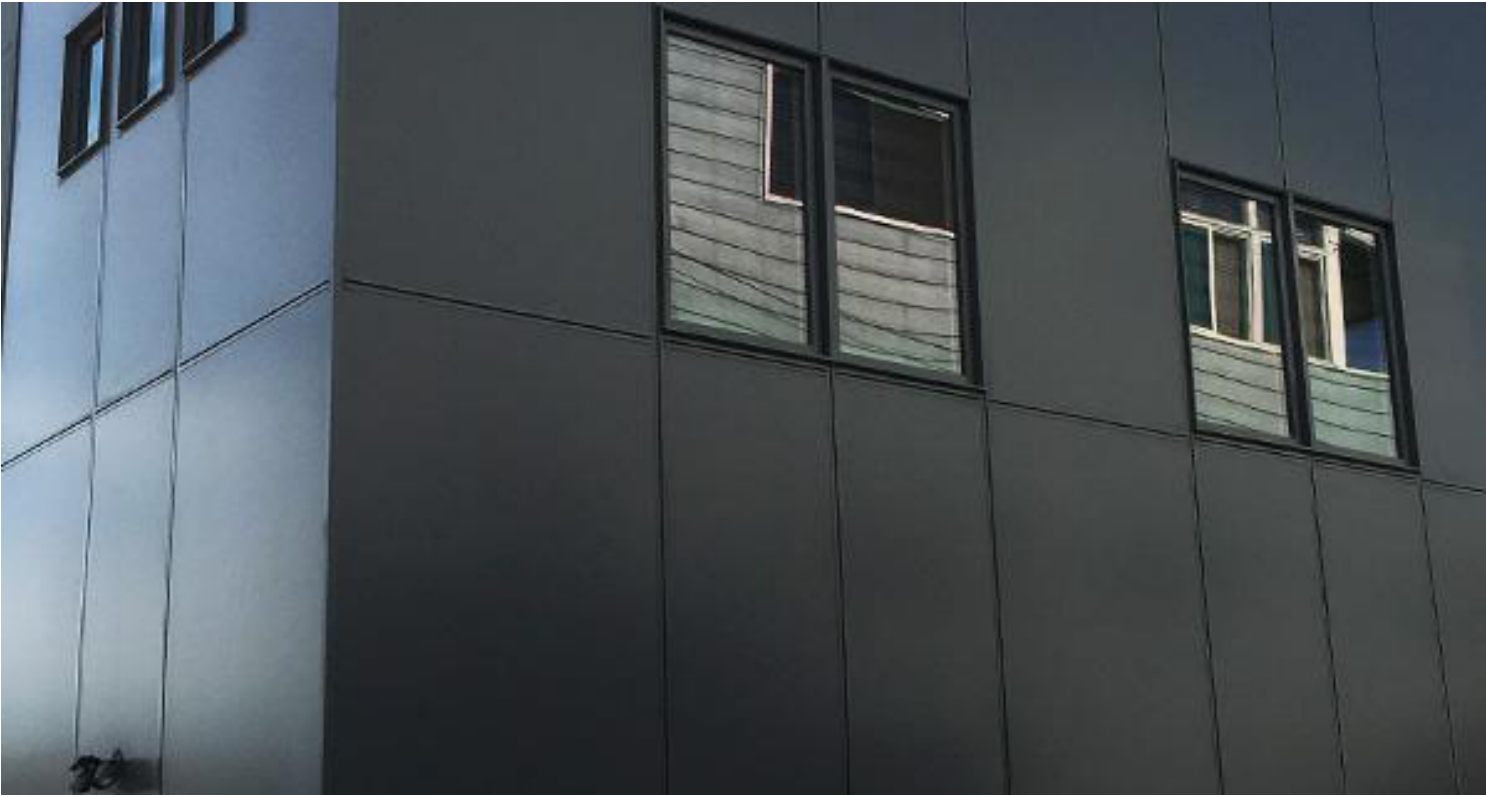
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1 OXFORD- CUMBERLAND SECTION 3
SCALE: 1/8" = 1'-0"



METAL PANEL CLADDING: CHARCOAL GRAY



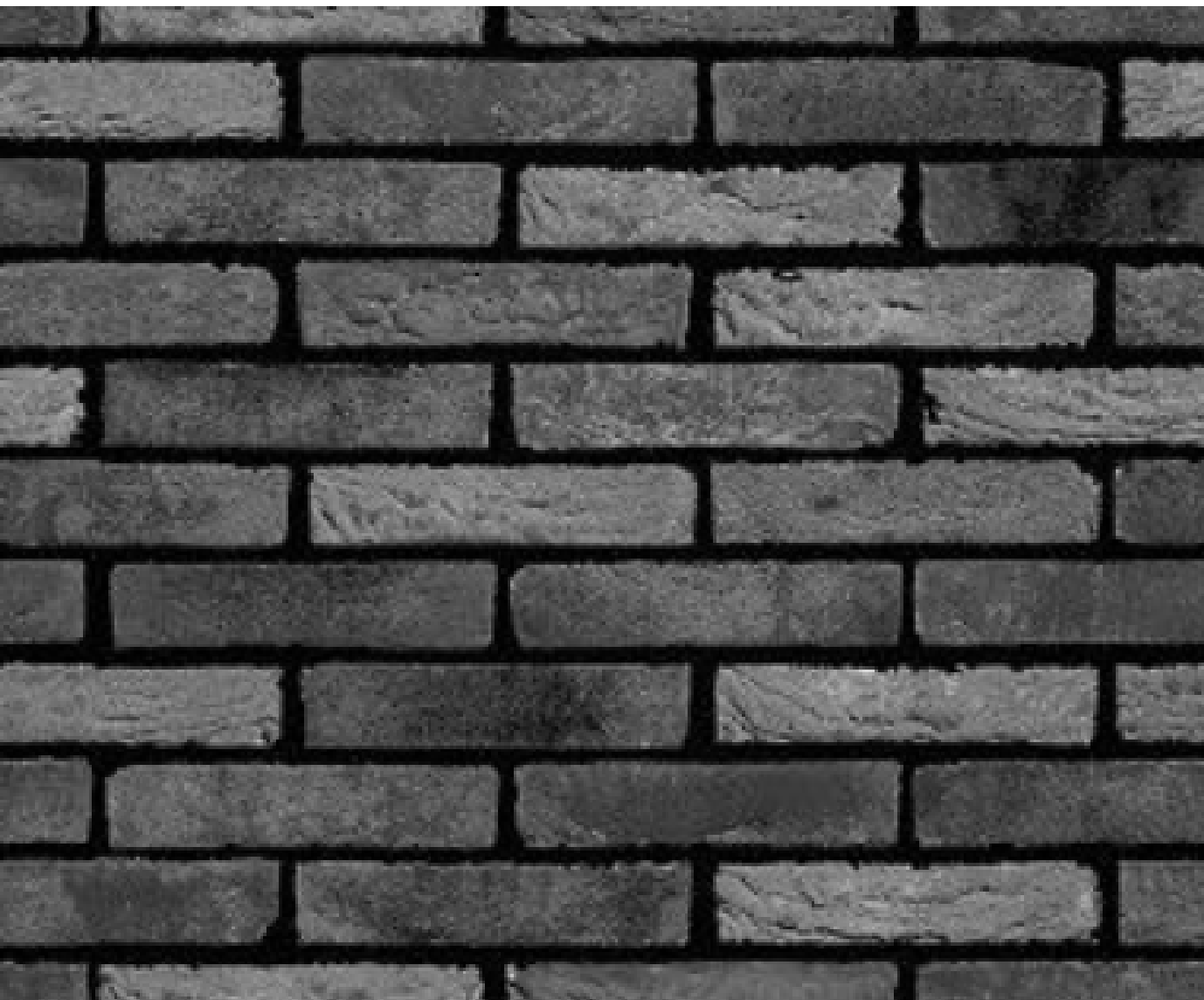
METAL PANEL CLADDING CORNICE



BLACK METAL RAILING WITH WIRE RAILS



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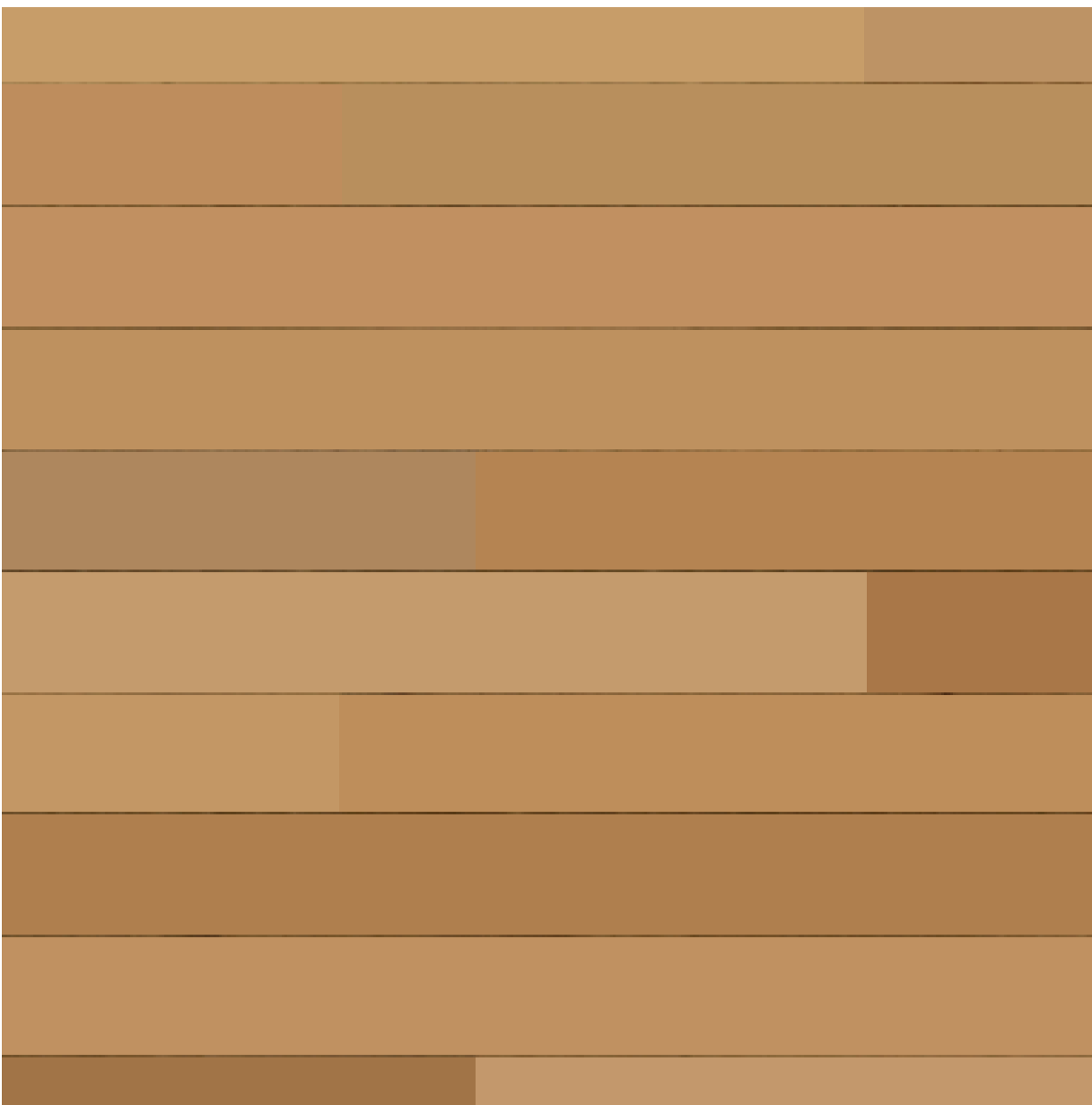
METAL CANOPY PAINTED BLACK



ANODIZED BLACK METAL STOREFRONT



FIBER CEMENT PANEL: NEUTRAL



PRECAST CONCRETE OR GRANITE ACCENT BAND



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104 Congress St., STE 203
Portland, ME 04101
PH: 603.501.0202

REVELER BAYSIDE PHASE 1B
61 PREBLE STREET, PORTLAND, ME 04101

NOT FOR
CONSTRUCTION

Revisions:		Scale:		Title:	
#	Description	Author	Checked By:	MATERIAL BOARD	
		Author	Checked By:		
		2024079			
		Project No.:	CONCEPT DESIGN		
		Date:	02/07/2025		
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1 3D View 1
SCALE:



2 3D View 2
SCALE:



3 3D View 3
SCALE:



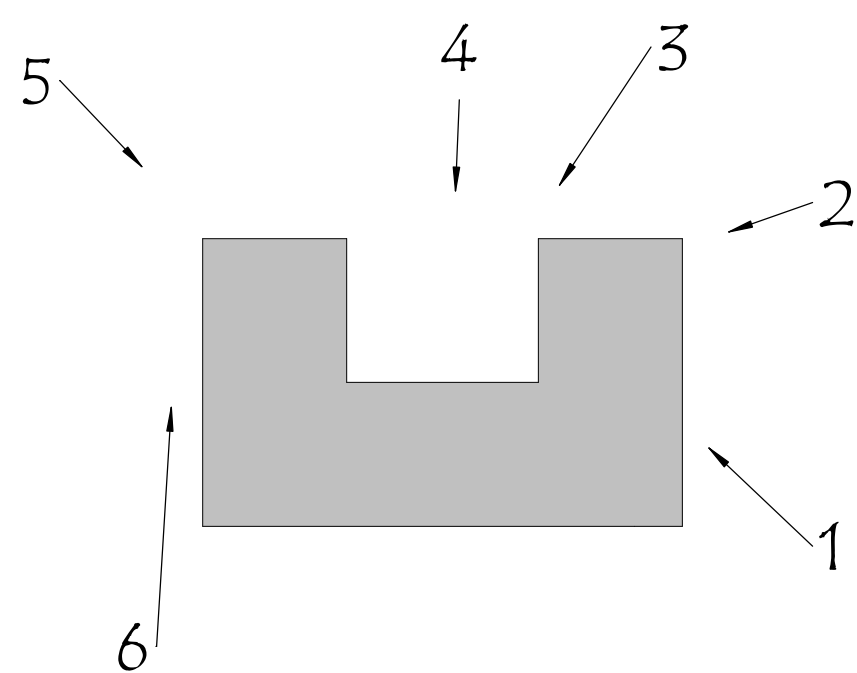
4 3D View 4
SCALE:



5 3D View 5
SCALE:



6 3D View 6
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REVELER BAYSIDE PHASE 1B
61 PREBLE STREET, PORTLAND, ME 04101

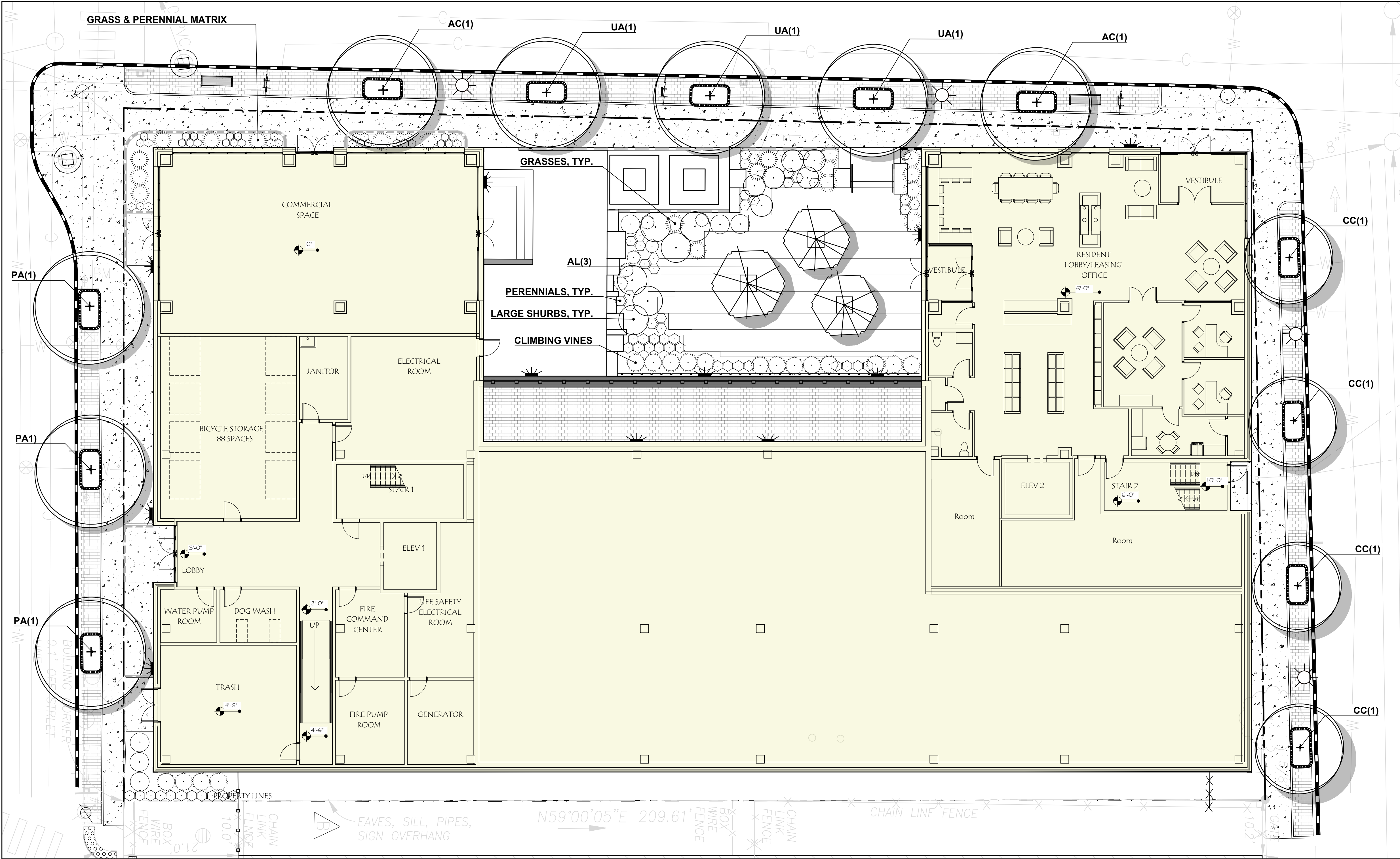
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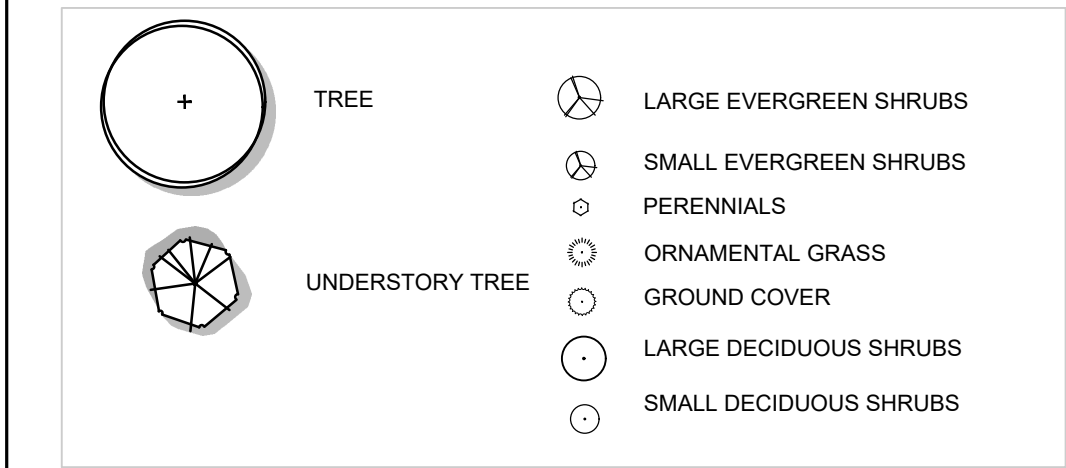
C:\Users\jdp\OneDrive\DRY_LAP\pages\61 Elm Street Portland CAD\DWG\61 Preble Work Sheet.dwg (jdp, 2/2/2025)



SITE SOIL NOTES

- CONTRACTOR SHALL COORDINATE WITH OWNER'S REPRESENTATIVE FOR LOCATION OF STOCKPILE AREAS FOR STRIPPED TOPSOIL AND PLANTING SOIL PRODUCTS. CONTRACTOR SHALL ENSURE AREA IS PROTECTED AND CONTAMINATION OR DISTURBANCE OF STORED PRODUCTS IS NOT ALLOWED.
- CONTRACTOR SHALL ENSURE SUBGRADE IS SCARIFIED PRIOR TO INSTALLING PLANTING SOIL AND BLEND WITH INITIAL LIFT OR PLACEMENT OF PROPOSED PLANTING SOIL.
- COORDINATE PLACEMENT OF PLANTING SOIL WITH OTHER WORK, ESPECIALLY UTILITIES. PLACEMENT SHOULD OCCUR AFTER INSTALLATION OF ALL HARDSCAPE IMPROVEMENTS, IRRIGATION SYSTEM, UTILITIES, ETC. AND BEFORE INSTALLATION OF PLANTS.
- SILVA CELL SOIL FOR STREET TREE PLANTING SHALL BE HIGH QUALITY LOAM-BASED PLANTING SOIL FOR FILLING THE SILVA CELLS.

LEGEND



PLANT SCHEDULE

TREES						
CODE	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	SPACING	NOTES
AG	<i>Amelanchier x grandiflora</i> 'Robin Hill'	Robin Hill Serviceberry	1	2" cal	as shown	
AL	<i>Amelanchier laevis</i>	Allegheny Serviceberry	3	1 1/4' ht.	as shown	
CC	<i>Cercis canadensis</i>	Eastern Redbud	4	2.5" cal	as shown	
PA	<i>Prunus avocet</i>	Flowering Cherry	3	2.5" cal	as shown	
UA	<i>Ulmus americana</i>	'Princeton', 'Pioneer', and 'Lacebark' TBD	3	2.5" cal	as shown	
SHRUBS - Large						
AZ	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	SPACING	NOTES
AZ	<i>Azalea Northern Hi-Lights</i>	Northern Hi-Lights Azalea	tbd	18"-2' H	48" OC	
RH	<i>Rhus glabra</i>	Smooth Sumac	tbd	3-3.5' H	48" OC	
MC	<i>Morella carolinensis</i>	Small Bayberry	tbd	18"-2' H	as shown	straight native species preferred
MP	<i>Myrica pensylvanica</i>	Northern Bayberry	tbd	4' H	48" OC	" "
VN	<i>Viburnum nudum</i>	Smooth Witherod	tbd	3-3.5' H	72" OC	" "
Perennials, Gasses, Ferns, & Ground covers						
CODE	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	SPACING	NOTES
ara	<i>Ajuga reptans</i> 'Alba'	White-flower Bugle	tbd	#1 CONT.	18" O.C.	
dph	<i>Dennstaedtia punctilobua</i>	Hay scented Fern	tbd	#1 CONT.	24" O.C.	
grc	<i>Geranium x 'Rozanne'</i>	Rozanne Cranesbill	tbd	#1 CONT.	24" O.C.	
lmb	<i>Liriope muscari</i> 'Big Blue'	Big Blue Lilyturf	tbd	#1 CONT.	10" O.C.	
pov	<i>Polygonatum odoratum</i> 'variegatum'	Solomons Seal	tbd	#2 CONT.	18" O.C.	
smm	<i>Salvia 'May Night'</i>	May Night Salvia	tbd	#1 CONT.	24" O.C.	
pvs	<i>Panicum virgatum</i> 'Shenandoah'	Shenandoah Switchgrass	tbd	#3 CONT.	24" O.C.	
scs	<i>Schizachyrium scoparium</i>	Little Bluestem	tbd	#3 CONT.	18" O.C.	
Viines						
CODE	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	SPACING	NOTES
		Climbing Hydrangea	tbd	tbd	42" OC	
pac	<i>Parthenocissus quinquefolia</i>	Virginia Creeper	tbd	tbd	42" OC	

PLANTING NOTES

- LANDSCAPE ARCHITECT TO APPROVE PLANT MATERIAL PRIOR TO DELIVERY TO SITE.
- PLANT MATERIAL PROVIDED BY THE CONTRACTOR IS TO CONFORM TO THE HIGHEST STANDARD AS ADOPTED BY THE AMERICAN STANDARD FOR NURSERY STOCK PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, INC. (ANSI). PLANT MATERIAL IS TO BE HEALTHY SPECIMENS, FREE FROM DISEASE OR DAMAGE.
- THE CONTRACTOR IS TO FURNISH PLANTS AND SOD SHOWN ON THE DRAWINGS. PLANTS ARE TO CONFORM WITH THE BOTANICAL IDENTIFICATIONS. PLANTS ARE TO BE SOURCED FROM A NURSERY WITHIN THE SAME CLIMATIC ZONE AS THE SITE LOCATION. NO SUBSTITUTIONS OF PLANT SPECIES ARE PERMITTED WITHOUT PRIOR APPROVAL OF THE OWNER OR OWNER'S REPRESENTATIVE & THE LANDSCAPE ARCHITECT.
- SUBSTITUTIONS OF PLANT SPECIES SHALL BE A PLANT OF EQUIVALENT OVERALL FORM, HEIGHT AND BRANCHING HABIT, FLOWER, LEAF, FRUIT, COLOR, TIME OF BLOOM & CLIMATIC LOCATION AS APPROVED BY LANDSCAPE ARCHITECT.
- LOCATE AND VERIFY EXISTING & PROPOSED UTILITY LINE LOCATIONS PRIOR TO STAKING AND REPORT CONFLICTS TO LANDSCAPE ARCHITECT.
- PLANTING DEMOLITION DEBRIS, GARBAGE, LUMPS OF CONCRETE, STEEL AND OTHER MATERIALS DELETERIOUS TO PLANT'S HEALTH AS DETERMINED BY LANDSCAPE ARCHITECT SHALL BE REMOVED FROM PLANTING AREAS.
- THE CONTRACTOR IS TO VERIFY SITE LAYOUT & GRADES & INFORM THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES OR CHANGES IN LAYOUT AND/OR GRADING PRIOR TO CONSTRUCTION. NO PLANTING IS TO BE INSTALLED BEFORE ACCEPTANCE OF ROUGH GRADING.
- ALL PROPOSED TREE LOCATIONS SHALL BE STAKED OR LAID OUT IN THEIR APPROXIMATE LOCATION BY THE CONTRACTOR. THE CONTRACTOR SHALL ADJUST THE LOCATIONS AS REQUESTED BY THE LANDSCAPE ARCHITECT TO ACCOUNT FOR SUBSURFACE UTILITIES AND OTHER FIELD CONDITIONS. FINAL LOCATIONS OF PLANTS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO PLANTING.
- INSTALL PLANTS WITH ROOT FLARES FLUSH WITH FINISHED GRADE. IMMEDIATELY REPLANT PLANTS THAT SETTLE OUT OF PLUMB OR BELOW FINISHED GRADE. PLANT AND STAKES ARE TO BE SET PLUMB UNLESS OTHERWISE NOTED. PLANT UNDER FULL TIME SUPERVISION OF CERTIFIED ARBORIST, NURSERYMAN, OR LICENSED LANDSCAPE ARCHITECT. PROVIDE WRITTEN VERIFICATION OF CERTIFICATION AND/OR LICENSE FOR LANDSCAPE ARCHITECT'S APPROVAL.
- WATER PLANTS THOROUGHLY AFTER INSTALLATION, A MINIMUM OF TWICE WITHIN THE FIRST 24 HOURS.
- CONTRACTOR SHALL BE RESPONSIBLE TO MAINTAIN PLANT MATERIALS INCLUDING SOD/SEED AREAS IN A HEALTHY STATE DURING CONSTRUCTION AND DURING REQUIRED WARRANTY PERIODS. ANY DAMAGE TO PLANT MATERIAL DUE TO NEGLIGENCE BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE.
- REPAIR DAMAGE DUE TO LANDSCAPE INSTALLATION OPERATIONS INSIDE AND OUTSIDE OF LIMIT OF WORK.
- SOAK ALL PERENNIALS FOR 24 HOURS PRIOR TO INSTALLATION.
- A LIST OF PLANTS INCLUDING BOTANICAL NAMES, SIZES, AND SPACING ARE SHOWN ON THE DRAWINGS. QUANTITIES ARE PROVIDED FOR CONTRACTOR'S CONVENIENCE AND ARE TO BE VERIFIED. IN THE EVENT THAT QUANTITIES OR OMISSIONS OCCUR THE PLAN DRAWINGS ARE TO BE FOLLOWED.
- IRRIGATION: A TEMPORARY UNDERGROUND DRIP AND SPRINKLER IRRIGATION SYSTEM IS TO BE PROVIDED FOR ALL PLANT MATERIAL AND SOD OR SEEDING AREAS.
- DISTURBED SITE AREAS ARE TO BE DRESSED WITH 6" MIN. OF AMENDED TOPSOIL FOR LAWNS AND 12" MIN. FOR PLANT BEDS. TOPSOIL FOR SEEDING AND/OR SEEDING AREAS IS TO BE TWO PARTS SHARP SAND, ONE PART LOAM AND ONE PART ORGANIC COMPOST.
- PLANT BEDS ARE TO BE MULCHED TO A DEPTH OF 2" MIN. WITH NATURAL BARK MULCH WITH BARK SIZES NO LARGER THAN 3". PERENNIAL PLANT BEDS ARE TO BE MULCHED WITH BARK SIZES NO MORE THAN 1". TREES IN LAWN AREAS ARE TO HAVE MULCH RINGS OF 5' DIA.
- TREES ADJACENT TO PEDESTRIAN ROUTES AND WITHIN PARKING ISLANDS ARE TO BE LIMBED TO 6' ABOVE GRADE.
- ALL TREE SPECIES SHALL BE WATERED AT LEAST 2-4 TIMES EACH WEEK WITH 10-15 GALLONS ADMINISTERED TO EACH TREE DEPENDING ON THE WEATHER AND CURRENT MOISTURE LEVEL. WATERING WILL CONSIST OF 10-15 GALLONS ADMINISTERED TO EACH TREE EVERY TIME THEY ARE WATERED.

Prepared For:

60 ELM STREET, LLC
188 STATE STREET, 3RD FLOOR
PORTLAND, ME 04101

Prepared By:

Dry Landscape Architecture, LLC
31 Miller Ave.
Biddeford, ME 04005

Date:

FEBRUARY 7, 2025

Issued For:

PLANNING BOARD WORKSHOP

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Title:

PLANTING PLAN

Reveler Bayside

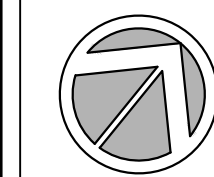
Phase 1B

61 PREBLE STREET

Portland ME 04103

Revisions:

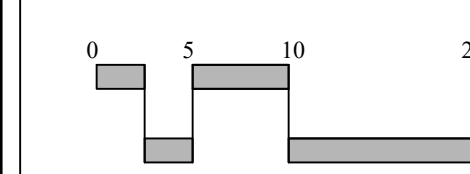
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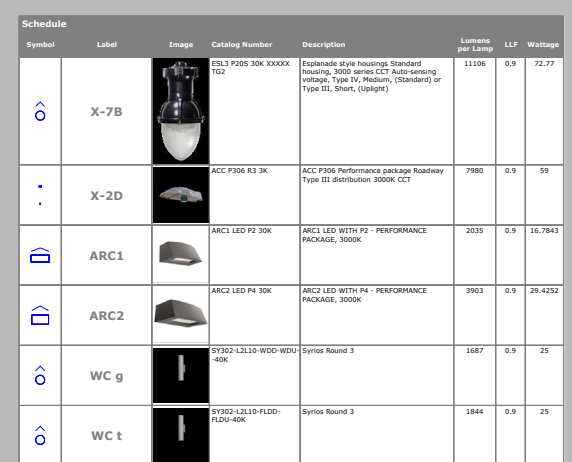
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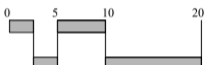
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12.3. GENERAL STANDARDS

Outdoor lighting standards listed below apply to all new developments.

1. **Uniformity:** As measured in foot candles at grade, maximum to minimum illumination levels shall not exceed a ratio of twenty (20) to one (1).
2. **Illumination Levels:** Minimum, Maximum, and Average illumination levels for areas intended to be lighted, as measured at grade, shall be:

Minimum	0.2 foot candles (fc)
Maximum	5.0 foot candles (fc)
Average	1.25 foot candles (fc)

Prepared For: 60 ELM STREET APARTMENTS, LLC 188 STATE STREET, 3RD FLOOR PORTLAND, ME 04101	
Prepared By: Dry landscape architecture, LLC 31 miller ave. biddeford, me 04005	
Date: FEBRUARY 3, 2025	
Issued For: PLANNING BOARD WORKSHOP	
Scale: 1" = 25'	
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Title: LIGHTING PLAN	
61 PREBLE STREET REDEVELOPMENT Portland ME 04103	
Revisions:	
North: 	Sheet No.: L3
Scale: 1" = 10'-0" 	

Corner of 89 Elm & Oxford Street

Note: Building materials and colors shown in this rendering are for graphic representation only. Please refer to the architectural plans for final material selections and colors.



61 Preble Street - Phase 1B
Design Development
Portland, ME



Corner of Oxford Street & Preble Street

Note: Building materials and colors shown in this rendering are for graphic representation only. Please refer to the architectural plans for final material selections and colors.



61 Preble Street - Phase 1B
Design Development
Portland, ME

315 Cumberland Avenue
Major Site Plan Application
PL-003223-2025
Reveler Development, Applicant

Submitted to:	Portland Planning Board	Prepared By:	Taylor Colbeth
Public Hearing Date:	May 13, 2025	Date:	May 12, 2025

I. INTRODUCTION

Reveler Development has submitted a Major Amendment application for the previously approved Bayside Master Development Plan (MDP) (PL-002315-2022), that was approved by the Planning Board on June 13, 2023. The proposed amendment would adjust the development's phasing plan, shift the location of one residential building, and redistribute residential units across the various phases. This amendment does not substantially alter the overall program as previously approved or change the total number of residential units. The applicant has submitted a Major Site Plan application for the revised Phase 1B for 61 Preble Street (PL-003222-2025), which is being reviewed concurrently within the Planning and Urban Development Department.

Given the limited scope of this MDP amendment, and its general consistency with the previously approved MDP, the subsequent memo is intended to narrowly supplement the City's original findings based upon the proposed changes. Throughout the memo, staff will refer to the public hearing report for the MDP, which can be accessed at the link below.

<https://portlandme.portal.civicclerk.com/event/6410/files/agenda/13347>

The application is being referred to the Planning Board for Compliance with the City of Portland's Land Use Code Master Development Plan standards, Section 14.7, as contained within the City's Land Use Code at the time this MDP application was originally approved, in June of 2023.

The Planning and Urban Development Department mailed 190 notices advertising this meeting to property owners within 500 feet of the site. A legal advertisement ran in the May 1 and May 2 edition of the *Portland Press Herald*.

Applicant: Reveler Development

Applicant Representatives: Acorn Engineering



Figure 1. Master Illustrated Site Plan

II. OVERVIEW OF PAST APPROVALS

A. BAYSIDE MASTER DEVELOPMENT PLAN (PL-002315-2022)

On June 13, 2023, the Planning Board approved the Bayside MDP to facilitate a phased development involving the construction of seven new mixed-use buildings across multiple City blocks in the Bayside neighborhood, along with an approximately 1,200 square foot commercial building addition to the Portland Public Market Garage. The development program, as previously approved, included 801 residential dwelling units and 19 retail units in the B-3 Downtown Business, B-7 Mixed-Development, and R-6 Residential zones. The approved MDP included five proposed phases with a total of eight sub-phases. As part of the MDP, four structures at 235 Oxford Street, 195, and 196 Lancaster Street were proposed to be demolished. A portion of the building at 185 Lancaster Street was also proposed to be demolished, though the remaining portion of this building would continue to house the Baxter Academy. For more information, please review the June 13, 2023 public hearing materials at the link listed in the introduction.

B. MAJOR SITE PLAN – 89 Elm Street (PL-002403-2023)

On October 24, 2023, the Planning Board approved the Major Site Plan application PL-002403-2023 for Phase 1A of the MDP, where the Board approved the construction of a 162,000 square-foot mixed-use building with 201 affordable dwelling units and 5,000 square feet of ground-level retail space at 89 Elm Street, located primarily in the B-3 Downtown Business zone and extending into the R-6 Residential zone. This development was intended to satisfy the inclusionary zoning requirements for the 603 market-rate residential units proposed in future phases of the MDP. The applicant has recently begun construction on Phase 1A.

For more information on the approved site plan, please review the public hearing report and attachments at the link below.

<https://portlandme.portal.civicclerk.com/event/6403/files/agenda/13911>

III. REQUIRED REVIEWS

<i>Review</i>	<i>Applicable Standards</i>
Master Development Plan	Section 14.7

<i>Project Data</i>	
Existing Zoning	B-3 Downtown Business B-7 Mixed Development R-6 Residential Downtown Entertainment Overlay
MDP Area	±308,042 SF (7.07 acres)
Existing Use	Artist studio Social Services Residential Office Surface and structured parking Retail School
Proposed Use	Dwelling Units Retail Space Low-Impact, Industrial (Brewery) Restaurant Place of Assembly (Fitness Center) Office School Structured Parking Surface Parking

IV. PLANNING BOARD WORKSHOP SUMMARY

The Planning Board held an initial workshop on this proposed amendment on April 22, 2025. Board discussion centered primarily around the implications that this amendment would have on future site plan applications for the MDP project area and questions regarding phasing, particularly if a phase of the approved MDP is not completed. At the meeting, staff provided clarification on these elements, confirming that proceeding site plan applications will be reviewed by staff for conformance with the Land Use Code and with the Design Manual, including the design principles that were approved during the originally approved MDP application. Staff also provided clarification on the phasing of the MDP, stating that the City wants to ensure that each phase of the MDP can stand alone and is not contingent on other phases within the project area.

Staff had also raised questions regarding the proposed residential open space located at the rear of the proposed building at 61. The applicant has since provided a revised plan that will be reviewed as part of

the 61 Preble Street Major Site Plan application (PL-003222-2025), including the addition of secure ornamental gates and fences along Preble Street and Elm Street, a walking path, and enhanced lighting. Following the prior workshop, the applicant has also submitted a rendering that depicts the massing of the MDP area with the proposed changes.

During the meeting there was also a public comment received about outstanding fees on the building permit application for Phase 1a of the MDP at 89 Elm Street. Staff have since confirmed that for affordable housing projects, the City does not require payment of the permit application fee until just prior to the issuance of the Certificate of Occupancy. Documentation of this City policy can be found as Attachment S1.

V. EXISTING CONDITIONS AND SURROUNDING AREA

The project area is located in the Bayside neighborhood across a seven-block area, bounded to the north by Kennebec Street, to the south by Cumberland Avenue, to the west by Preble Street, and to the east by Chestnut Street. There are a variety of existing uses within and adjacent to the project area, including commercial, residential, surface and structured parking, social services, educational, and office space.

The project area is well served by public transportation, with METRO PULSE at Elm Street (Downtown Transportation Center) located half a block from the MDP's western boundary. METRO PULSE serves as a hub for Routes 2, 4, 5, 7, and the Husky Line. Greater Portland METRO bus route 8 runs through the MDP boundary on Cumberland Avenue, Elm Street, Lancaster Street, and Preble Street.

VI. PROPOSED DEVELOPMENT

The proposed Major Amendment to the Bayside MDP would primarily have an impact on the phasing of the MDP, with no effect on the total residential unit count and minimal effect on proposed public and private green space and commercial space. The MDP is still proposed to have five phases with a total of eight sub-phases. Proposed changes to the phases are as described below.

Phase	Proposed Change
1A (89 Elm Street)	Reduction of retail area from 5,127 square feet to 3,350 square feet as documented in a minor site plan amendment (PL-003022-2024) approved by City Staff in 2024.
1B (61 Preble Street)	- Phase relocated from 196 Lancaster Street to 61 Preble Street (formerly 60 Elm). - Development and footprint have been expanded to merge both the 60 and 62 Elm Street (forming 61 Preble Street in coordination with Portland Fire Department (PFD) and construct a building that encompasses both lots. - The existing building at 62 Elm Street, previously shown to be preserved, would now be demolished. - The unit count would increase from 90 to 217 units for the proposed 61 Preble Street development. - The retail area in the building would increase from 1,500 square feet to 2,000 square feet.
2 (196 Lancaster Street)	- Phase relocated from 60 Elm Street to 196 Lancaster Street. - The unit count would decrease from 140 to 123 units for the proposed 196 Lancaster Street development.

3 (149 Lancaster Street)	- Phase relocated from 315 Cumberland Avenue to 149 Lancaster Street. - Unit count would increase from 125 to 133 residential units for the proposed 149 Lancaster Street development.
4 (315 Cumberland Avenue)	Phase relocated from 149 Lancaster Street to the 315 Cumberland Avenue.
5A (195 Lancaster Street)	Residential unit count would decrease from 50 to 36 residential units for the proposed 195 Lancaster Street development.
5B (163 Lancaster Street)	Residential unit count would decrease from 120 to 70 residential units for the proposed 163 Lancaster Street development.
5C (235 Oxford Street)	- Building footprint would be reduced. - Existing building on the corner of Preble and Oxford Streets, previously shown to be demolished, would now be preserved. - Unit count would decrease from 78 to 24 residential units for the proposed 235 Oxford Street Development. - Retail area would be eliminated from this phase.

VII. RIGHT, TITLE, & INTEREST

The Applicant has submitted deeds verifying that all properties in the MDP boundary are under common ownership. Utility and access easements have been identified in these deeds, with easements either functioning as access for utility providers/infrastructure or access/lot line clarification for properties under site control by the applicant. See Attachment C for full right, title, and interest documentation.

VIII. MASTER DEVELOPMENT PLAN STANDARDS (Section 14.7)

The proposed MDP Amendment has been reviewed by staff for conformance with the relevant review standards of the City of Portland's Site Plan Ordinance, Section 14.7. The proposed amendment involves minimal changes to the approved MDP. Therefore, Staff's discussion below focuses on how the proposed amendments are consistent with the applicable standards.

1. In general (Section 14.7.1)

A. Integration with the surrounding context

The proposed MDP Amendment maintains the core principles and proposed conditions of the previously approved MDP application, though it does involve the redistribution of residential units across phases, which results in a shift in the location of the largest-scale residential project from 196 Lancaster Street to 61 Preble Street. Preble Street is the most active corridor within the development area and is characterized by larger-scale development such as the Schlotter Beck & Foss building, Public Market Garage, and the office building at 34 Preble Street; therefore this shift in scale is consistent with the surrounding context. The shift in phasing would also likely result in the scale of development in Phases 2-5 being reduced, which would be more comparable to the existing context. The proposed amendment to the MDP continues to connect with the surrounding context in terms of land use, architecture, open space and pedestrian networks, vehicular access and circulation, off-site public facilities, and other infrastructure.

The applicant has provided an updated MDP massing plan that would reflect the changes that are being proposed. Additionally, all future phases of development will be required to submit a site plan application, where the mass, scale and design of each building will be fully reviewed

against the City's zoning requirements and design standards. The applicant affirms that future development will adhere to the approved West Bayside Design Principles document, approved as part of the original MDP submission in 2023.

B. Consistency with City Plans

Portland's Plan 2030 identifies several environmental and housing goals that the proposed MDP is consistent with. The proposed plans provide dense infill development in a location that is highly walkable and bikeable, with convenient public transit access. The MDP creates a major publicly accessible open space at 163 Lancaster Street, a feature retained from the previously approved Phase 5B.

2. Natural features and open space (Section 14.7.2)

A. Preservation of significant natural features

The applicant has provided an open space and topologies plan, which has minimally changed from the previous MDP approval. As this development is occurring in an urban context, there are no significant natural features within the development area, and tree removals within the scope of the development remain unchanged from the previous approval.

B. Provisions for open space

The MDP continues to identify several publicly accessible open spaces that were previously proposed and approved as part of the MDP, including a woonerf and linear park along Lancaster Street, between Preble Street and Elm Street, and an open space and plaza at 163 Lancaster Street, which would span between Kennebec Street and Lancaster Street. The proposed open space along Lancaster Street provides a public plaza and a passive recreational space that would be accessible to the general public. In addition, open space for residents of the proposed development is included in plans for 89 Elm Street, 61 Preble Street, 163 Lancaster Street, and 117 Preble Street. Residential open space has increased from the previous approvals with the addition of open space for Phase 1B at 61 Preble Street.

Staff did question the designation of the proposed residential open space located at the rear of the building proposed at 61 Preble Street and the Public Market Garage. This proposed open space is a narrow passage that would be located between two tall structures. The applicant has submitted additional information regarding this proposed open space. The applicant has indicated that the open space would be accessed via secured ornamental gate along Preble Street and Elm Street or from an interior access door from the proposed building at 61 Preble Street. The applicant has also indicated that there would be a walking path, along with improved drainage and lighting to improve resident experience.

3. Historic Preservation (Section 14.7.3)

A. Conformity with Article 17

Not applicable. A designated landmark, historic district, or historic landscape district is not located in the MDP boundary.

B. General compatibility with landmarks

While no portion of the development encompasses a designated historic district, historic landscape district, or historic landmark, the MDP is proximate to the Congress Street Historic District, which has a boundary along the east side of Cumberland Avenue. The Public Market

Garage and the proposed building addition to the garage (Phase 4) are within the MDP boundary, and are located within 100 feet of the Congress Street Historic District. Therefore, this standard would be applicable to this portion of the MDP. While this is true, no changes are proposed to the Phase 4 development, and the finding made by the Board for the MDP in 2023 would remain applicable to this amendment.

4. Infrastructure (Section 14.7.4)

A. Adequacy of infrastructure capacity

The applicant worked closely with the City during its initial MDP application to address any concerns related to water and sewer demand and stormwater detention. The proposed amendment results in a decrease in commercial space, minimal impact to green space, and no change in residential unit count. Due to this, utility infrastructure, as previously proposed, is anticipated to be adequate to serve the proposed development. Additionally, each phase will be required to submit a separate site plan application, at which time the City will verify that all utility providers have adequate capacity.

B. Continuation of street grid

The MDP area is located in an urban setting with existing streets and platted lots that retain the existing street grid. No changes to the street grid are proposed as part of this amendment application.

5. Design (Section 14.7.5)

A. Creation of a cohesive identity.

The overall vision of the MDP remains unchanged from the previous approval. While the proposed amendment would result in notable changes to the bulk and massing of individual phases, and the relocation of the Ph. 1B development to 61 Preble Street, the applicant continues to affirm that future development will adhere to the approved design principles documents prepared for the original MDP submission, including the street and open space typologies plan, and the architectural design principles document. The anticipated changes are not expected to impact the design cohesion of the phased development.

IX. PUBLIC COMMENT

Twelve public comments have been received at this time. Public comment concerns centered around:

- Demolition of buildings within the MDP boundary area
- Lease termination of existing businesses
- Minor site plan amendment for 89 Elm Street (PL-003022-2024)
- The zoning of the 89 Elm Street parcel
- Outstanding building permit fees for 89 Elm Street
- Applicant loss of ownership of 89 Elm Street parcel
- Perceived conflict of interest with a Board member and this project
- Inclusionary Zoning compliance for the MDP
- Proposed residential open space at 61 Preble Street

Full documentation of public comment is included as Attachment PC1 through PC12.

I. STAFF RECOMMENDATION

Subject to the proposed motions and conditions of approval listed below, Planning & Urban Development Department staff recommends that the Planning Board find that the Major Amendment to the Bayside MDP (315 Cumberland Avenue) - PL-003223-2025, meets the applicable standards of Portland's Land Use Code, and therefore recommends that the Board approve Application PL-003223-2025.

II. PROPOSED MOTIONS

A. MASTER DEVELOPMENT PLAN REVIEW

On the basis of the application, plans, reports and other information submitted by the applicant; findings and recommendations contained in the Planning Board Report for the public hearing on May 13, 2025 for application # PL-003223-2025 at 315 Cumberland Avenue relevant to the master development plan regulations; and the testimony presented at the Planning Board hearing, the Planning Board **[finds/does not find]** that the plan is in conformance with the Master Development Plan standards of the land use code, subject to the following conditions:

ONGOING/MONITORING:

1. The Design Standards outlined in the City's Urban Design Review Memo dated June 9, 2023, in addition to the B-3, B-7, and R-6 Design standards shall guide the site plan review of all the applicable MDP phases. The approval of the MDP does not imply approval of individual building designs and the public realm details as presented, which shall be addressed in future Site Plan applications and reviews.
2. All proposed street tree removals shall be reviewed and approved by the City Forestry Division and Planning Department as part of future site plan reviews.

III. PLANNING BOARD DECISION

On the basis of the findings, conclusions and recommendations contained in the Planning Board report for the public hearing on May 13, 2025 related to application PL-003223-2025 for 315 Cumberland Avenue, which is attached to the draft approval letter and incorporated therein, the Planning Board **[adopts/does not adopt]** the approval letter as drafted as the Planning Board's decision for application PL-003223-2025, and authorizes the Planning Board Chair to sign the approval letter as drafted.

ATTACHMENTS

Public Comment

- PC1. George Rheault (Rec'd 5-8-2025)
- PC2. George Rheault 2 (Rec'd 5-8-2025)
- PC3. George Rheault 3 (Rec'd 5-8-2025)
- PC4. George Rheault (Rec'd 5-9-2025)
- PC5. George Rheault 2 (Rec'd 5-9-2025)
- PC6. George Rheault (Rec'd 5-12-2025)
- PC7. George Rheault 2 (Rec'd 5-12-2025)
- PC8. George Rheault 3 (Rec'd 5-12-2025)
- PC9. George Rheault 4 (Rec'd 5-12-2025)
- PC10. George Rheault 5 (Rec'd 5-12-2025)
- PC11. George Rheault 6 (Rec'd 5-12-2025)

PC12. George Rheault 7 (Rec'd 5-12-2025)

Report Attachments

- S1. Affordable Housing Permit Fee Policy
- S2. Draft Approval Letter

Drawings

- 1. Master Phasing Plan
- 2. Master Open Space Typologies Plan
- 3. Master Retail and Outdoor Dining Opportunities Plan
- 4. Master Illustrative Site Plan
- 5. West Bayside MDP Amendment Phase 1B Rendering

Applicant Submittal

- A. West Bayside MDP Major Amendment Cover Letter
- B. Master Plan Amendment Checklist
- C. RTI
- D. Alley Narrative

Portland, Maine



Yes. Life's good here.

Permitting and Inspections Department

Building Permit Application Process for Affordable Housing Policy and Procedure

(v. 11.22.17)

Policy:

The purpose of this policy is to encourage the development of affordable housing in the City of Portland by allowing applicants to pay their building permit fee after closing on public financing. It allows the permit to be issued with the condition of paying the fee before construction or renovations begin. This policy does not exempt the applicant from meeting relevant codes and ordinances. This policy replaces the previous "Will Issue" letter policy.

Procedure:

1. Verify the proposed project is for affordable housing.
2. Verify the proposed project uses public financing requiring affordability restrictions, as defined by tax increment financing, U.S. Department of Housing and Urban Development funds such as HOME or CDBG, federal, state or local housing trust funds, and the Low Income Housing Tax Credit program. Housing and Community Development will send a notification to Permitting and Inspections indicating that the applicant qualifies for one of these sources.
3. Issue the building permit with the condition of the permit application fee being paid before the construction or renovations begin.
4. If noncompliant with payment, then the Permitting and Inspections Department will issue a stop work order until payment is made.



Carter Frank <cfrank@portlandmaine.gov>

Public Comment - West Bayside MDP Amendment: Destruction of Spurwink Crisis Center as Explicit City Policy

1 message

George Rheault <george.rheault@gmail.com>

Thu, May 8, 2025 at 10:16 AM

Reply-To: george.rheault@gmail.com

To: Planning Board <planningboard@portlandmaine.gov>, Kevin Kraft <kkraft@portlandmaine.gov>, Matthew Grooms <mgrooms@portlandmaine.gov>, jmy <jmy@portlandmaine.gov>, tcolbeth@portlandmaine.gov, Danielle West-Chuhta <dwest@portlandmaine.gov>, Michael Goldman <mig@portlandmaine.gov>
 Cc: Mark Dion <mdion@portlandmaine.gov>, Pious Ali <pali@portlandmaine.gov>, April Fournier <afournier@portlandmaine.gov>, bgrant@portlandmaine.gov, Kate Sykes <ksykes@portlandmaine.gov>, Anna Bullett <abullett@portlandmaine.gov>, Regina Phillips <rphillips@portlandmaine.gov>, Wesley Pelletier <wpelletier@portlandmaine.gov>, Sarah Michniewicz <sarahmichniewicz@me.com>, Mark Swann <mswann@preblestreet.org>, Donna Yellen <dyellen@preblestreet.org>, Terence Miller <tmiller@preblestreet.org>, Daniella Cameron <dcaeron@preblestreet.org>, Andrew Bove <above@preblestreet.org>

The somnambulant performance of the Planning Board at the April 22, 2025 workshop for this application can best be explained by the decades-long effort to remove social services from the heart of Portland.

The Planning Board and its changing membership over that time period has been gleefully participating in that misguided effort to the fullest extent of its limited, but critical, role in the endeavor. Of course city staff (high and low) bear even greater responsibility for being the facilitators and puppet-masters for this strategy that blames the unfortunate concentration of social services in central Portland for holding Portland's economic development and continued gentrification back.

Each member of the Planning Board present for the public hearing better dig into the real-life planning implications of destroying the constellation of social services that Spurwink has stood up in recent years within the building slated for demolition at Preble, Oxford & Elm Streets. Services that cannot be easily duplicated and are a lifeline (albeit a woefully insufficient one in most instances) to those who are meant to benefit from them.

Please find attached a 2022 description of just one aspect of Spurwink's programming here.

Members of the Planning Board have to decide whether they are going to be further accomplices to this kind of vandalism and disruption (which of course will likely make downtown Portland even more unlivable and unwelcoming as the needs of our most vulnerable neighbors become even more neglected and pushed into extremis).

Frankly, the silence around this project by ALL OF PORTLAND is an abject disgrace.

Being mere bystanders is bad enough, but those actively CHOOSING to be sideliners or worse, active or constructive enablers, verge into territory that has a moral stain significant enough to tip into criminality. <https://en.wikipedia.org/wiki/Caporegime>



Spurwink Press Release - March 2022 Living Room Opening.pdf

674K



SPURWINK, IN PARTNERSHIP WITH DHHS, OPENS STATE'S FIRST LIVING ROOM CRISIS CENTER

March 28, 2022

No Comments



Recent Posts

- [The New York Times reports: As Fentanyl Deaths Slow, Meth Comes for Maine March 2025](#)
- [Wrapping up winter's Next Gen Internship Program](#)
- [It's All About the People: Meet Volunteer Ashley Boyle](#)
- [Grants in Action: General Access to Care](#)

Spurwink continues to provide innovative solutions to meet urgent mental health needs in Maine. The new Living Room Crisis Center (LRCC) will provide an interim option between mobile crisis, law enforcement intervention, and the emergency department, in a warm and welcoming environment at 62 Elm Street in Portland. Governor Mills has made investments in mental health care, and Spurwink is partnering with the Department of Health and Human Services in opening the LRCC, the first program of its kind in Maine. The LRCC provides a voluntary and compassionate alternative for those experiencing a mental health crisis who might otherwise have been taken into law enforcement custody or to an emergency room.

View recent media coverage of the Living Room Crisis Center:

- [News Center Maine: A living room setting to help people in crisis in the heart of Portland, Maine's most at-need communities](#)
- [WGME: Maine's first crisis center for mental health needs opens in Portland](#)

Access & Schedule:

- The LRCC is open to anyone age 14+ on a walk-in basis
- Current hours are 7am to 7pm, seven days a week (eventually hours will be 24/7)
- Currently, psychiatry is available 9am to 5pm Monday through Friday
- For other needs, people can access mobile crisis and dial 774-HELP

Once the LRCC is open 24/7, access to psychiatry medications will be available for those who are struggling, along with medications for those experiencing acute withdrawal and want to start medication assisted treatment.

Public Comment - West Bayside MDP Amendment: Erasure of Historic Fabric In Complete Violation of Comprehensive Plan

1 message

George Rheault <george.rheault@gmail.com>

Thu, May 8, 2025 at 12:04 PM

Reply-To: george.rheault@gmail.com

To: Planning Board <planningboard@portlandmaine.gov>, Kevin Kraft <kkraft@portlandmaine.gov>, Matthew Grooms <mgrooms@portlandmaine.gov>, tcolbeth@portlandmaine.gov, jmy <jmy@portlandmaine.gov>, Evan Schueckler <evans@portlandmaine.gov>, Robert Wiener <rwiener@portlandmaine.gov>
Cc: klemosmchale@portlandlandmarks.org, "Mohney, Kirk" <kirk.mohney@maine.gov>, "Goebel-Bain, Michael W" <Michael.W.Goebel-Bain@maine.gov>, "Chapman-Mitchell, Christi" <christi.chapman-mitchell@maine.gov>, "Rideout, Megan M" <megan.m.rideout@maine.gov>, "Johnson, Mike D" <Mike.D.Johnson@maine.gov>

By now, most current residents in Portland associate "historic preservation policy" in our community as being simply another way of describing a particular form of economic violence stylized into property-value enhancing gentrification.

By this is meant a process whereby authentic organic necessary urban development is prohibited and stunted in most of the areas where it would logically happen and instead is shunted into only a few "sacrifice zones" where just about anything goes including the destruction of historic buildings which have just as much claim to preservation as the often far less deserving structures in the "nice neighborhoods" but whose preservation is far less valuable to affluent homeowners and the real estate industry that depends upon them and the donors who fund the preservation lobby, who often are usually the very same actors, that enables the regulatory gatekeeping for those "nice neighborhoods."

It does NOT have to be this way.

So I therefore invite the members of our Planning Board, if they have any intellectual integrity of any kind, to savor the lofty preservation rhetoric found in our Comprehensive Plan and compare it to the vandalism and destruction which is before them for approval with respect to the Port Properties plans for the former D.E. McCann & Sons building.

Because the City of Portland's Historic Preservation Office (and their colleagues in Augusta) have been ordered to remain deaf, dumb and blind to the history of D.E. McCann & Sons and the physical legacy they left us in the Preble Street corridor, I am forced to rely upon a third-party write-up of that history from the New England Museum of Firefighting: <https://www.nemoff.org/post/made-in-maine-d-e-mccann-sons-fire-apparatus> SEE ATTACHMENT BELOW.

It is a deep shame that the historic preservation machinery of our state and local governments (and their private partners) cannot even ACKNOWLEDGE this history; never mind defend it one iota.

However, that deliberate withholding of any government sanction does not destroy that history. It only destroys ANY enthusiasm for what Port Properties is hoping to do with this site, including the somewhat laudatory (but obviously self-serving) effort to increase our housing stock and enliven the parking lot/parking garage scarred urban environment around the site (one loves how the extreme absence of any preservation minded efforts in this vicinity is an excuse to FURTHER AVOID ANY PRESERVATION ETHICS HERE).

The preservation of some or all of the existing facade of the D.E. McCann & Sons building is quite possible if our city planning staff had pushed this pathway from the beginning.

It might be inconvenient in the short-term for Port Properties but they would benefit in the end because it would actually demonstrate their good faith which so far has been completely absent in their "West Bayside" reinvention plans. The goodwill this nod to preservation would generate would be enormously worthwhile and help the project avoid the public relations disaster it will otherwise be permanently likely to be tagged with into the future (along with all the so-called preservationists who cowardly remained silent).

So will our Planning Board choose to be vandals or will they prefer instead to be forward-thinking guardians of the past in what is now called "West Bayside" (ahem, central downtown Portland) even though it was never referred to as such during any part of the D.E. McCann & Sons era? Time will tell!

N.B. Portland's entire regulatory framework around historic preservation concerns itself EXCLUSIVELY with exterior facades and has no authority regarding preservation of interiors or any such remaining fabric INSIDE 50+ year old buildings. So the interior condition of the subject building slated for demolition here is irrelevant and would be equally irrelevant if it was in one of our sanctified historic precincts.

In fact, everything about Portland historic preservation is about preserving "the feel" and aesthetics of "old-timey" Portland and is not just indifferent to what happens inside but quite content if nothing on the inside is saved, preserved or recognizable post-development. We saw that of course surrounding the 142 Free Street debate/battle with the Portland Museum of Art. There it was all about protecting the "skin" of a plain vanilla explicitly white supracast architectural idiom.

So Port Properties, if it was forced to figure out a way to preserve the historical facade of 61-63 Preble Street would only have to concern itself with skin-deep preservation giving it a lot of flexibility to do what was necessary behind the facade and above and around it (and because this site has no formal preservation status, it won't get henpicked by the Historic Preservation Board as it pursues adequate solutions). While "architectural facadism" is disfavored by some preservationists it has many MANY successful precedents across the globe and gives projects that embrace it (even if awkwardly) very unique distinction and character that a ground up contemporary building could never hope to achieve.

 **D.E. McCann + Sons History - New England Museum of Firefighting.pdf**
1194K



Anthony Buono

Apr 6, 2023 · 3 min read

Made in Maine: D.E. McCann & Sons Fire Apparatus

Updated: Aug 28, 2023

New England was the home of many early builders of motor fire apparatus. Among the earliest was D.E. McCann & Sons. Daniel E. McCann was a blacksmith and carriage maker who opened a shop in Portland, Maine, in 1872. When McCann died in 1907, his 21-year-old son Carl took over the business. His older brother Dennis left his job in New York City and returned to Portland to join the business with Carl. In 1909, the McCann brothers sold their first fire apparatus. This was a horse-drawn combination wagon for the Portland Fire Department.



The McCann brothers then became dealers for Oldsmobile, Locomobile, Auburn and Chandler automobiles as well as several makes of commercial trucks. These included Knox and, later, Indiana Trucks in the late teens and early 1920s. Carl McCann was active in, and later would be the President of, the Portland Automobile Dealers' Association.

In 1912, D.E. McCann & Sons built its first motor fire apparatus. Two years later, the McCann factory burned down. Undeterred, the McCanns built a new and larger factory and continued in business.

D. E. McCANN'S SONS
Manufacturers and Dealers in
CARRIAGES AND SLEIGHS
We make a Specialty of
AUTOMOBILE PAINTING
63 and 65 Preble St., - Portland, Maine



This 1930 McCann custom triple combination pumper served in Bangor, Maine until 1978. It now is in the collection of the Bangor Fire Museum.

Initially McCann used a variety of commercial truck chassis for fire apparatus. Many were built on Ford and REO chassis. In the 1920s McCann built some fire apparatus on custom fire chassis that were purchased from the Stutz Fire Engine Company of Indianapolis. Later McCann used Diamond-T chassis. In 1927 McCann introduced its own line of custom fire apparatus. For a small regional builder, this was a significant accomplishment.



This is the second of the two McCann triple combination pumpers that served in Exeter, New Hampshire.

In the 1930s McCann started building fire apparatus on Gramm and Brockway chassis in addition to the other commercial makes that it had used in the 1920s. In the mid-1930s McCann redesigned the front ends of its custom apparatus. These bore a strong resemblance to Maxim custom apparatus as well as apparatus built by the Buffalo Fire Appliance Corporation of Buffalo, New York. In 1931, McCann moved its manufacturing operation from Portland down U.S. Route 1 to a facility in neighboring Scarborough.



The Fire Department in Laytonville, Maryland, still owns this 1930 McCann pumper that was built on a Brockway chassis.

In the 1930s McCann sold some apparatus outside of New England. These included a pumper sold to Laytonville, Maryland, in 1930, and a pair sold to Ridgefield Park, New Jersey, as well as a trio of triple combination pumpers for Washington, D.C. in 1935. The Washington, D.C. contract proved to be a nightmare.



This 1935 McCann triple combination pumper was one of three that were built for Washington, D.C.

The District's Fire Chief was unhappy that McCann was the low bidder because he wanted American-LaFrance to get the contract. He told Carl McCann that McCann was going to wish that he never had been awarded the contract. Problems with the Waterous pump on one of the three delayed their acceptance by the District. The delay cost McCann \$12,000 on the \$40,000 contract. Because of the low regard that the D.C. Chief had for the trio of McCann pumpers, one was assigned to Engine Company 4. This was the sole "negro" company in the segregated Washington D.C. Fire Department.



REO was a very popular choice for fire apparatus in the 1920s according to Bill Blunden in his 2020 book, *REO Fire Apparatus: The Chassis of Choice*.

This hand-drawn triple combination was built on

© 2024 by NEMOFF



chassis by McCann. It

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McCann ceased building fire apparatus around 1930. Examples of McCann fire apparatus can be found in several museums, including the Cole Transportation Museum, the Maine State Museum, the Exeter Fire Museum, the Portland Fire Museum. Several others are owned by fire companies and private collectors.

Much more information about the story D.E. McCann & Sons Fire Apparatus can be found in *McCann Fire Trucks*, by Elizabeth A. McCann, a 2006 self-published book by the daughter of Carl McCann.

Public Comment - West Bayside MDP Amendment: Greater Portland Health Clinic Investments - Current Status & Future

1 message

George Rheault <george.rheault@gmail.com>

Thu, May 8, 2025 at 1:29 PM

Reply-To: george.rheault@gmail.com

To: Planning Board <planningboard@portlandmaine.gov>, Kevin Kraft <kkraft@portlandmaine.gov>, Matthew Grooms <mgrooms@portlandmaine.gov>, tcolbeth@portlandmaine.gov, jmy <jmy@portlandmaine.gov>, Danielle West-Chuhta <dwest@portlandmaine.gov>, Michael Goldman <mig@portlandmaine.gov>

Cc: Mark Dion <mdion@portlandmaine.gov>, Pious Ali <pali@portlandmaine.gov>, April Fournier <afournier@portlandmaine.gov>, bgrant@portlandmaine.gov, Kate Sykes <ksykes@portlandmaine.gov>, Anna Bullett <abullett@portlandmaine.gov>, Regina Phillips <rphillips@portlandmaine.gov>, Wesley Pelletier <wpelletier@portlandmaine.gov>, Sarah Michniewicz <sarahmichniewicz@me.com>, Mark Swann <msswann@preblestreet.org>, Donna Yellen <dyellen@preblestreet.org>, Daniella Cameron <dcameron@preblestreet.org>, Terence Miller <tmiller@preblestreet.org>, Andrew Bove <above@preblestreet.org>

It is a well known fact to anyone paying attention, that Greater Portland Health has made a big investment in its [63 Preble Street](#) clinic space since it moved in a little over a decade ago. Part of this had to do with it taking over various programs from the India Street Clinic and city-operated homeless healthcare service programs, both of which the City of Portland eliminated (thoughtlessly in the view of many Portlanders and vulnerable populations paid the price).

See ATTACHED a grant award abstract from 2016 describing its further expansion and fit-out at [63 Preble Street](#) after its initial opening in April 2014.

The big outstanding question is whether our planning staff did any kind of due diligence regarding the impact of the project on the existing tenants and the significant tenant improvements that have been made over time there?

Is there a plan?

Understanding this stuff has big implications for the applicant's representations regarding its phasing promises as well as the community impact of disrupting and possibly destroying critical healthcare services for our most vulnerable populations which have little duplication anywhere else by anyone else.

Is the applicant just using its MDP amendment as cover to eliminate fundamental healthcare services for Portland's indigent at a time when federal and state healthcare spending and resources of any kind are in serious doubt well into the end of the decade? Would they be heartless and greedy enough to empty out a building only to leave it fallow while they come back to the Planning Board for yet another MDP amendment? Should they be restricted by Planning Board conditions to prevent this kind of cynical targeting of vulnerable populations?

At a minimum we should have the facts about what kind of lease termination rights does the applicant have over its tenants and what is the applicant's plan regarding triggering those termination rights.

Are voluntary lease buyouts being contemplated right now? What are the terms of such buyouts?

Will the tenants be made whole by the applicant regarding tenant improvements that were meant to have a long term investment horizon but will be short-changed by being forced to vacate the premises?

Some medical equipment and functions MIGHT be portable to another location, but to my knowledge, Greater Portland Health has not announced any relocation plans. There is no specificity regarding timelines surrounding such a relocation and where it would go to the work it is currently doing at Preble Street.

It would also be a tremendous waste of sunk government resources to prematurely relocate. I have no idea about any duration associated with the grants given to date to stand up the clinic's operations and what kind of longevity and restrictions might have been attached when Greater Portland Health accepted and used the funding. To the extent they received grants from private funders, similar prohibitions and restrictions may also be applicable. Will the applicant make the tenants whole for any penalties or loss of future funding that may attach due to the violation of grant terms associated with clinic improvements?

If all this gets out on the table, what then is the MOST optimistic timeline for this phase of the MDP to actually move forward? The Planning Board should have already drilled down on this if they had been doing their job at the initial workshop. But they didn't.

This is the kind of stuff a real planning department would have addressed EARLY ON IN THE DEVELOPMENT REVIEW PROCESS instead of at the 11th hour on the eve of a public hearing. But that is unfortunately not how our City of Portland planning department rolls...

 **SF424_2_1-AdditionalProjectTitle-1234-HRSA 15-129 Abstract (1).docx**

16K

ABSTRACT

Application Title:	Portland Community Health Center 63 Preble Street Renovation		
Applicant:	Portland Community Health Center		
Program:	2015 Health Infrastructure Investment Program Funding Opportunity: HRS-15-129		
Project Director:	Leslie Clark, CEO		
Address:	180 Park Avenue Portland ME 04102 Congressional Districts: 1		
Phone:	207 874 2141	Fax: 207 874 2164	E-Mail: lclark@portlandchc.org
Type of Project:	Renovation	Projected Date of completion: 08/31/2018	

Portland Community Health Center (Portland CHC) is requesting 2015 Health Infrastructure Investment Program Funding of \$498,000 for a single project at its 63 Preble Street site. The proposed renovation of approximately 4,200 square feet of existing space will expand capacity, improve patient flow, and enhance patient and staff experience. **History:** Founded in 2009, PortlandCHC operates four delivery sites with a current total enrollment of 5,505 active patients: The primary site at 180 Park Avenue serves the general population, two satellite clinics are lodged in Portland Housing Authority facilities, and the 63 Preble Street clinic is home to the center's Healthcare for Homeless (330h) core program. Situated within walking distance of Portland's homeless shelters and services, 63 Preble Street primarily serves the adult homeless population.

Populations served: Portland CHC serves people of all ages with a focus on the most vulnerable members of our community: low income, homeless, minority, refugee/immigrants, and children. It is the only FQHC in Portland and meets a critical need. The 63 Preble Street site, which focuses on the needs of Portland's homeless population, has served 1,131 patients since opening in April, 2014.

Description of need: In order to meet the growing needs of Portland's homeless population, Portland CHC seeks to improve and add clinical space at 63 Preble St. The renovation plan includes the addition of (1) one dental operator, (2) one counseling room, (3) one medical exam room, and (4) one nurse triage room. One of the medical exam rooms will be equipped with a negative air flow system for patients with communicable illnesses. The proposed renovations will optimize the space for Portland CHC's collaborative team based care model, improving patient and employee experience. Further, the clinic is in need of renovation to create more efficient use of its existing space and expanding capacity for delivery of integrated health services.

Description of project: Portland CHC plans to renovate 4,200 square feet of existing space to make much needed improvements, increase clinical space, enhance efficiencies, and improve patient flow. Winton Scott architectural firm is performing a programming renovation plan in collaboration with area agencies that provide support and services to the homeless population, in order to assess health, access, and safety problems, and to recommend reconfiguration of current space to accommodate an increase in patients. The project is within Portland CHC's scope of practice and is in-line with the Center's mission. Without HRSA HIIP funding, the project is not possible as there is no other available source of support.

Projected increase in service: The proposed renovations will add four new clinical rooms and dramatically improve existing space in order to accommodate projections of significant growth. Portland CHC estimates an increase of 500 new patients per year over the project period. The Center is adding a part time dentist, a part time dental hygienist, a part time dental assistant, and one full time behavioral health clinician, as well as additional support staff.

Other relevant information: The proposed space will be contained within the site's existing footprint at 63 Preble St. in Portland, ME. The project will use green technology, be environmentally sensitive, and designed for maximum sustainability.



Carter Frank <cfrank@portlandmaine.gov>

Public Comment - West Bayside MDP Amendment: Austin Smith Recusal & Absence for Original MDP Approval

1 message

George Rheault <george.rheault@gmail.com>

Fri, May 9, 2025 at 11:22 AM

Reply-To: george.rheault@gmail.com

To: Planning Board <planningboard@portlandmaine.gov>, Kevin Kraft <kkraft@portlandmaine.gov>, Matthew Grooms <mgrooms@portlandmaine.gov>, tcolbeth@portlandmaine.gov, jmy <jmy@portlandmaine.gov>, Michael Goldman <mig@portlandmaine.gov>, Danielle West-Chuhta <dwest@portlandmaine.gov>

Please scrutinize Austin Smith's participation in the April 22, 2025 workshop for the proposed MDP Amendment to Port Properties development ambitions in West Bayside.

It is problematic on MANY levels, but part of the scrutiny is clarifying his participation in the ORIGINAL approval of the MDP in June 2023.

According to the Planning Authority's OWN RECORDS, Austin Smith was ABSENT from the vote at the June 2023 public hearing and apparently he was also RECUSED from that vote (for reasons unknown).

SEE ATTACHMENT BELOW for June 27, 2023 agenda documenting record of attendance at June 13, 2023 public hearing.

One has to wonder WHY he did not recuse himself from the April 2025 workshop if he had recused himself from the earlier MDP public hearing vote.

In any event, Austin Smith's poor memory and inattention to the appearance of conflicts-of-interest has permanently tainted this proceeding.

Any public hearing should be postponed until Austin Smith's connections to the applicant and its development team can be fully documented in the public record for this agenda item.

Thank you.



Austin Smith - Absence + Recusal re Original MDP Approval.pdf

517K

PLANNING BOARD

Tuesday, June 27, 2023 at 4:30 PM
Room 24 (Basement Level of City Hall)
and Zoom



MEMBERS

Brandon Mazer, Chair
Justin Barker, Vice Chair
Marpheen Chann
Sean Murphy
David Silk
Austin Smith
Maggie Stanley

The Planning Board will hold a hybrid meeting in Room 24, located in the basement level of City Hall. The public may attend the meeting in person, or via Zoom pursuant to the Remote Meeting Policy adopted by the Planning Board.

To submit written public comment on an agenda item, email planningboard@portlandmaine.gov. Submissions must be received by 12:00 pm the day before the Planning Board 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 name of the agenda item (see below).

REMOTE PARTICIPATION

Allow your computer to install the free Zoom app to get the best meeting experience. If you are not able to attend either in person or via Zoom, a recording will be available in the [Agenda Center](#) following the meeting. Please also check the Agenda Center prior to the meeting for the item start time as placement of items on the agenda are subject to change.

Please click the link below to join the webinar:

<https://portlandmaine-gov.zoom.us/j/82290272725>

Or One tap mobile :

+19292056099,,82290272725# US (New York)

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Or Telephone:

Dial(for higher quality, dial a number based on your current location):

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

Webinar ID: 822 9027 2725

International numbers available: <https://portlandmaine-gov.zoom.us/u/kkHqykCwV>

AGENDA:

WORKSHOP - 4:30 PM

- i. Major Site Plan; 70 Thames Street; 144 Fore St. OZ, LLC, Applicant. The Planning Board will hold a hybrid workshop to consider a proposal to develop a new 72,857 square foot multi-tenant office building with ground floor retail space and third-floor restaurant. The subject property is 0.984 acres in size, is zoned B-6 Eastern Waterfront, and is located within the Shoreland Zone. A project and plan summary are available for viewing on the city's CSS Portal (<https://css.portlandmaine.gov/>) by referencing Plan Number PL-002437-2023.

- ii. Major Site Plan and Traffic Movement Permit; 84 Auburn Street; MSP Properties 94 Auburn, LLC and 84 Auburn, LLC, Applicant. This item has been withdrawn from the agenda.
- iii. Zoning Map Amendment; 17&25 Bates Street; Troy Huynh, Applicant. The Planning Board will hold a hybrid workshop to consider a zoning map amendment to rezone property (429 J010001, 429 J007001, 429 J011001, 429 J006001, 429 J005001) from R-P Residence Professional to B-2b Community Business; property (166 F005001, 166 F006001) from R-5 Residential to B-2b Community Business; and property (429 I001001, 429 I005001, 429 I006001, 429 I007001, 429 J004001, 429 J003001, 429 J002001, 166 G015001, 166 G011001, 166 F003001, 429 C004001, 429 C006001, 429 C007001, 429 H030001, 429 H031001, 429 H047001, 429 H046001, 429 H029001, 429 H028001, 429 J005001) from B-2 Community Business to B-2b Community Business. The application is intended to facilitate a mixed-use commercial and residential development on the 17 & 25 Bates Street property, currently zoned R-P. The City is recommending that additional properties be included in this rezoning based upon the land-use goals and future land use vision of Portland's Plan 2030. A project and plan summary are available for viewing on the city's CSS Portal (<https://css.portlandmaine.gov/>) by referencing Plan Number ZN-002413-2023.

PUBLIC HEARING - 6:00 PM

1. ROLL CALL AND DECLARATION OF QUORUM

2. COMMUNICATION AND REPORTS

3. REPORT OF ATTENDANCE AT THE MEETING HELD ON JUNE 13, 2023

Workshop

48 Brown Street: Barker, Chann, Mazer, Murphy, and Stanley present. Smith absent and Silk recused.

Public Hearing

511 Congress Street: Chann, Mazer, Murphy, Silk, and Stanley present. Barker and Smith absent.

Bayside MDP: Chann, Mazer, Murphy, Silk, and Stanley present. Barker and Smith recused.

4. REPORTS OF DECISIONS AT THE MEETING HELD ON JUNE 13, 2023

- i. Major Site Plan and Conditional Use; 511 Congress Street; Tom Watson & Co, Applicant. Stanley motioned, and Murphy seconded a motion to approve the conditional use for inclusionary zoning. Vote 5-0, Barker and Smith absent. Stanley motioned, and Silk seconded a motion to approve the major site plan application. Vote 5-0, Barker and Smith absent.
- ii. Master Development Plan; 196 Lancaster Street; West Bayside Partners, LLC, Applicant. Stanley motioned, and Murphy seconded a motion to waive Technical Manual Figure I-12 to allow flush curbing along Lancaster Street between Preble and Elm Streets. Vote 5-0. Stanley motioned, and Murphy seconded a motion to approve the Master Development Plan. Vote 5-0. Barker and Smith absent.

5. NEW BUSINESS

- i. Conditional Use; 76 Noyes Street; Portland Community Squash, Applicant. The Planning Board will hold a hybrid public hearing to consider a proposal to expand the Community Hall/Place of Assembly conditional use located at 76 Noyes Street, and construct a 4,719 square foot addition. The subject property is 1.19 acres in size, and is zoned R-5 Residential. A project and plan summary are available for viewing on the city's CSS Portal (<https://css.portlandmaine.gov/>) by referencing Plan Number CU-002398-2023.



Carter Frank <cfrank@portlandmaine.gov>

Public Comment - West Bayside MDP Amendment: Previous Improper Amendment to Original Master Plan

1 message

George Rheault <george.rheault@gmail.com>

Fri, May 9, 2025 at 12:19 PM

Reply-To: george.rheault@gmail.com

To: Planning Board <planningboard@portlandmaine.gov>, Kevin Kraft <kkraft@portlandmaine.gov>, Matthew Grooms <mgrooms@portlandmaine.gov>, tcolbeth@portlandmaine.gov, jmy <jmy@portlandmaine.gov>, Michael Goldman <mig@portlandmaine.gov>, Danielle West-Chuhta <dwest@portlandmaine.gov>

The section of the Portland Land Use Code then in effect when the original West Bayside Master Development Plan was approved did not give planning staff the ability to make unilateral changes to a master development plan without the participation of the Planning Board.

The reduction of retail area in "Phase 1A" approved by planning staff, with no involvement from the Planning Board, was an improper action. See description below.

Phase	Proposed Change
1A (89 Elm Street)	Reduction of retail area from 5,127 square feet to 3,350 square feet as documented in a minor site plan amendment approved by City Staff in 2024.

The reason why it needed to be treated as a "MASTER DEVELOPMENT PLAN" amendment and not SOLELY as a "minor site plan" amendment is that it altered the commercial functions at the corner of Oxford & Elm Streets, reducing the amount of commercial space in the overall MDP and impacting the important streetscape experience of the overall MDP and especially at this corner that were touted as part of the 89 Elm building's role in the overall MDP.

Permitting a reduction of the functional streetscape of the MDP at a key intersection was not within the purview of the planning staff and should have been elevated to the Planning Board for review and approval.

This is but one of the many strikes against this application and goes to the heart of the shenanigans and loose oversight and a demonstrated pattern of frankly illegal regulatory forbearance this project has received from its inception by the City of Portland to the great detriment of the general public and West Bayside in particular.

Please refer to "Table 14-B" in Section 14.7 of the relevant edition of the Land Use Code to understand what I am talking about.

There is NO PROVISION there for "minor amendments" to a "Master Development Plan." IF the applicant wished to make changes to the building program for 89 Elm Street that would ALSO have an impact on the approved "Master Development Plan," then it was obligated to file BOTH a "Master Development Plan" amendment request (as is required now for the 61 Preble Street changes which of course ARE more substantial) AND a minor site plan amendment application (the former requiring explicit Planning Board review and approval, the latter needing only approval at the staff level).

Please do your jobs and stop rubber-stamping this applicant's materials. It is destroying the public trust and integrity of the Planning Board and the entire planning process in the City of Portland.



Public Comment - West Bayside MDP Amendment: Revisiting Impermissible Seepage of MDP into R-6 Zone

1 message

George Rheault <george.rheault@gmail.com>

Mon, May 12, 2025 at 9:50 AM

Reply-To: george.rheault@gmail.com

To: Planning Board <planningboard@portlandmaine.gov>, Kevin Kraft <kkraft@portlandmaine.gov>, Matthew Grooms <mgrooms@portlandmaine.gov>, tcolbeth@portlandmaine.gov, Danielle West-Chuhta <dwest@portlandmaine.gov>, Michael Goldman <mig@portlandmaine.gov>, jmy <jmy@portlandmaine.gov>

The Planning Board MUST take notice of this issue (see past history below) as it is as relevant today as it was back in 2023.

Not only must this HUGE VIOLATION of our zoning code color any fresh examination of the existing West Bayside MDP but it demonstrates the extraordinary bad faith deployed by both our planning staff AND our Planning Board in their treatment of the entire West Bayside MDP planning review.

It is even more dramatic now that a long-standing member of the Zoning Board of Appeals recently arrived on the Planning Board. Funny how the ZBA expressly exists to act as enforcer for precisely the language that the planning staff ran right through and in doing so sold out the West Bayside neighborhood in serving as expeditors for Port Properties.

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

From: **George Rheault** <george.rheault@gmail.com>

Date: Mon, Oct 23, 2023 at 11:59 AM

Subject: Fwd: Public Comment - 89 Elm Street: Impermissible Seepage into R-6 Zone

To: Planning Board <planningboard@portlandmaine.gov>, Christine Grimando <cdg@portlandmaine.gov>, Zachary Powell <zpowell@portlandmaine.gov>, Abigail Reed <areed@portlandmaine.gov>, jmy <jmy@portlandmaine.gov>

The issue regarding the footprint of 89 Elm Street being allowed to spill into the R-6 zone was clumsily deflected at the July workshop in a thoroughly unconvincing fashion. The staff report for tomorrow's public hearing also did nothing to clarify or address this issue.

The Planning Board was apparently misled by the staff during the MPD approval process to believe that the improper intrusion into the R-6 zone was legitimate, however, the Planning Board, once made aware of this error MUST fix it instead of doubling down on its "mistake" (only the planning board members, including its chair, know what was in their heads at the time of the MDP approval with respect to this matter and whether they were indeed misled or not).

The textual analysis here is very straightforward:

The "excuse" that it is permissible for the applicant to allow the footprint of the 89 Elm Street building to seep into the R-6 Zone is based on the following Land Use Code Section:

"5.2.3 Extension of zone lines Where a zone boundary line divides a lot in single or joint ownership of record at the time such line is established, the provisions of this Land Use Code for the less restricted portion of such lot shall extend not more than 30 feet into the more restricted portion, provided that the lot has at least 20 feet of street frontage in the less restrictive zone when taken together with adjacent premises which are under the same or equivalent ownership or control. If such boundary line divides a business or industrial zone from a residential zone, no frontage on a street other than the principal business street in the less restrictive zone may be taken into consideration in connection with the right herein granted. This subsection shall not apply to differing dimensional requirements, including height, within a zoning district."

If the rest of the Land Use Code was silent on this topic, this would give the planning staff and the applicant sufficient cover to proceed with the intrusion of the 89 Elm Street project into the R-6 Zone.

Unfortunately, 14.3.2 ("Master development plan") makes it clear that the ***"master development plan option SHALL NOT APPLY..."*** with respect to the R-6 Zone. (See original July email below for full quote from this section).

And fortunately, our Land Use Code has made it clear how to proceed when two code provisions point in two different directions:

1.6.2 City of Portland Land Use Code If any provision of this Land Use Code contains an actual, implied, or apparent conflict with another provision of this code, **the more restrictive provision shall control.**

Section 1.6.2 is therefore dispositive of this issue and the Planning Board has no choice but to send the applicant and this entire major site plan back to the drawing board.

To do otherwise invites a lawsuit against the City of Portland, one that it clearly cannot win based on a plain reading of our Land Use Code.

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

From: **George Rheault** <george.rheault@gmail.com>

Date: Fri, Jul 21, 2023 at 10:24 AM

Subject: Public Comment - 89 Elm Street: Portion of Building in R-6 Zone Not Allowed

To: Planning Board <planningboard@portlandmaine.gov>, Christine Grimando <cdg@portlandmaine.gov>, Abigail Reed <areed@portlandmaine.gov>, jmy <jmy@portlandmaine.gov>

Why is the Planning Board ignoring the plain language of Section 14.3.2(A) and allowing the two ends of 89 Elm Street's "horseshoe" footprint to extend into the R-6 zone when this is forbidden (see "SHALL NOT" language below) by our Land Use Code?

No part of a Master Development Plan can intrude into a R-6 zone. Full stop.

But the Planning Board doesn't seem to care about the rules with respect to this application from Port Properties.

It would be great to see how the practicing attorneys on the Planning Board (David Silk & Brandon Mazer) rationalize this. This would never fly in Stroudwater or Munjoy Hill. So why is completely ignoring the terms of our Land Use Code acceptable in West Bayside?

14.3.2 Master development plan

- A. An applicant may elect to submit a master development plan application for a large, multi-phase development program consisting of multiple buildings and site improvements on a site of one acre or more of total land area which is designed as a cohesive and integrated whole. The master development plan option shall not apply in residential zones, except for institutional, multi-family, congregate care, and intermediate, extended, and long-term care uses in the R-5a and R-6a zones.



Carter Frank <cfrank@portlandmaine.gov>

Public Comment - West Bayside MDP Amendment: Preservation of Historic Structures As Condition of Approval

1 message

George Rheault <george.rheault@gmail.com>

Mon, May 12, 2025 at 9:59 AM

Reply-To: george.rheault@gmail.com

To: Planning Board <planningboard@portlandmaine.gov>, Kevin Kraft <kkraft@portlandmaine.gov>, Matthew Grooms <mgrooms@portlandmaine.gov>, tcolbeth@portlandmaine.gov, jmy <jmy@portlandmaine.gov>, Danielle West-Chuhta <dwest@portlandmaine.gov>, Michael Goldman <mig@portlandmaine.gov>

[Introductory Note: The public comment at the end of this email (sent in time to be included for the April 22, 2025 workshop meeting materials) was NOT carried forward as part of the public comment introduced for the May 13, 2025 public hearing review. This appears to be a deliberate attempt to deny the public the benefit of this public comment. Typically, planning staff carry forward ALL previous public comments from previous meetings so that the public and the Planning Board members have access to them for the public hearing deliberations. This is yet another example of the bad faith deployed by the planning staff in order to favor the Port Properties applicant and disable public debate and opposition.]

Please note that the members of the Planning Board did not engage in any discussion or examination of the Comprehensive Plan with respect to historic structures impacted by the West Bayside MDP or the proposed amendment as requested by the public comment (SEE BELOW) made for the April 22, 2025 workshop.

Planning staff have FALSELY stated that the Planning Board's authority surrounding the MDP amendment proposed by the applicant is limited SOLELY to the amendment itself and no other part of the existing MDP.

But this reckless legal guidance (unsupported by anything from the city's attorney) is categorically untrue. The authority of the Planning Board around master development plans is encompassing and nothing prevents them from giving a fresh "de novo" inspection and analysis to the overall MDP as part of an amendment approval even if the applicant desires the review to be narrow/circumscribed.

In fact, since only ONE member of the Planning Board who was present for the original MDP approval June 13, 2023 public hearing remains available for the Planning Board's current MDP amendment review, it is an absolute necessity for the entire original MDP to be extensively reintroduced for the new Planning Board members not then present for the June 13, 2023 public hearing and approval.

Common sense tells us that since the whole point of the master development plan "tool" in the Land Use Code is to ensure "a cohesive and integrated whole" that the Planning Board must measure and compare each element (especially elements undergoing complete and total amendment) against the other elements in a reasonable and intelligent manner. To do otherwise completely negates their duty under the Land Use Code. But it is crucial when looking at the existing context and historic built environment to ensure that the MDP itself is not DESTROYING THE CONTEXT INTO WHICH IT CLAIMS TO BE INTEGRATING INTO,

Also, under the relevant Land Use Code then in effect in June 2023 for master development plans, the Planning Board had the authority to create "ANY condition" [emphasis added] with respect to a master development plan.

This should include a condition that demolition of the facades of existing historic structures like [73-77 Oxford Street](#) and 61 Preble Street should NOT be permitted by the applicant as a condition of approval of the amendment.

This is the least the Planning Board can do to restore trust and faith in the planning process as part of the West Bayside MDP review and should have been introduced from the beginning but certainly are appropriate to build in NOW.

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

From: **George Rheault** <george.rheault@gmail.com>

Date: Fri, Apr 18, 2025 at 10:20 AM

Subject: Public Comment - West Bayside MDP Amendment: Demolition of Historic Structures as Explicit City Policy

To: Planning Board <planningboard@portlandmaine.gov>, Kevin Kraft <kkraft@portlandmaine.gov>, Matthew Grooms <mgrooms@portlandmaine.gov>, jmy <jmy@portlandmaine.gov>

The planning authority is violating the City's comprehensive plan by explicitly encouraging demolition of historic structures in the West Bayside neighborhood (despite the fact the neighborhood has been subjected to far more demolitions in the last hundred years than virtually any other part of Portland).

The pending MDP amendment now proposes to demolish yet another piece of West Bayside's authentic past - the historic D.E. Mccann brick building - at the corner of Preble & Oxford Streets.

This follows demolitions that the planning authority and other representatives of the City of Portland have already approved of in the last two years:

- destruction of Preble Chapel - <https://www.mainememory.net/record/14305>
- destruction of 201-203 Oxford Street - <https://www.mainememory.net/record/67713/image/68338>
- destruction of Miles B. Mank auto showroom - 73-77 Preble Street - <https://www.mainememory.net/record/70588/image/98496>
- destruction of various structures on Cedar Street & Cumberland Avenue for upcoming Boys/Girls Club expansion - example: 291 Cumberland Avenue - <https://www.mainememory.net/record/42815/image/42995> [the expansion project has yet to be announced but it already has received the complete endorsement of City officials behind the scenes]

Please stop the inequitable land use policy whereby affluent neighborhoods (Stroudwater, West End, Munjoy Hill) get the full protections and applications of Portland's historic preservation apparatus and resources while West Bayside becomes a sacrifice zone and dumping ground for the housing that affluent homeowners won't allow to be built in their backyards.



Carter Frank <cfrank@portlandmaine.gov>

Public Comment - West Bayside MDP Amendment: 89 Elm Street - Confusion About Impact of Forbearance Policy For Unpaid Building Permit Fees

1 message

George Rheault <george.rheault@gmail.com>

Mon, May 12, 2025 at 10:15 AM

Reply-To: george.rheault@gmail.com

To: Planning Board <planningboard@portlandmaine.gov>, Kevin Kraft <kkraft@portlandmaine.gov>, Matthew Grooms <mgrooms@portlandmaine.gov>, tcolbeth@portlandmaine.gov, jmy <jmy@portlandmaine.gov>, Danielle West-Chuhta <dwest@portlandmaine.gov>, Michael Goldman <mig@portlandmaine.gov>

[Introductory Note: The public comment at the end of this email (sent in time to be included for the April 22, 2025 workshop meeting materials) was NOT carried forward as part of the public comment introduced for the May 13, 2025 public hearing review. This appears to be a deliberate attempt to deny the public the benefit of this public comment. Typically, planning staff carry forward ALL previous public comments from previous meetings so that the public and the Planning Board members have access to them for the public hearing deliberations. This is yet another example of the bad faith deployed by the planning staff in order to favor the Port Properties applicant and disable public debate and opposition.]

Regarding the issue of unpaid and outstanding fees raised as part of the April 22, 2025 workshop, planning staff has failed on a host of levels regarding the proper take-aways of the issue raised in my April 2025 written public comment (see below) with respect to whether the applicant is deserving of a public hearing approval as of May 13, 2025:

1.) The planning staff has blatantly, without the slightest hint of shame, misrepresented the underlying city policy to which they purport to turn to as a way to deflect from the issue of outstanding fees. Here is the quote from the staff memo prepared for the May 13, 2025 public hearing:

"During the meeting there was also a public comment received about outstanding fees on the building permit application for Phase 1a of the MDP at 89 Elm Street. Staff have since confirmed that for affordable housing projects, the City does not require payment of the permit application fee until just prior to the issuance of the Certificate of Occupancy. Documentation of this City policy can be found as Attachment S1."

Where does planning staff get the notion behind the highlighted language? The ACTUAL policy provided to the public makes ZERO reference to "just prior to the issuance of the Certificate of Occupancy" so planning staff are outright misrepresenting the city's leniency regarding affordable housing developers.

The ACTUAL policy says: "[The policy] allows the [building] permit to be issued with the condition of paying the fee before construction or renovations begin." The key word here is BEFORE and the milestone for that line in the sand is prior to "construction or renovations" commencing.

This policy is therefore being violated as the applicant AND city staff have all acknowledged in writing that construction of 89 Elm Street has already commenced. So why have the outstanding fees not been paid in full?

2.) Whether or not there is a city policy that bestows some period of forbearance upon an applicant regarding the payment of outstanding fees, the fact remains that fees (in this case VERY substantial fees) continue to be OUTSTANDING.

Therefore the city's planning policy that a public hearing vote may not occur when an applicant or their partners have outstanding fees remains applicable here. The release of a building permit prior to the payment (in full or in part) of permit review fees may be allowable but that policy ONLY APPLIES to the premature release of a building permit and not to ANY OTHER PENDING APPROVAL desired by the applicant or its partners. So the city's building permit forbearance policy does not create an excuse for the Planning Board to proceed. Based on that policy, the outstanding fees may not technically represent an outright delinquency, there is absolutely no question that they remain outstanding (and the city's permitting system is clear they remain UNPAID).

3.) An additional wrinkle to all of this, is the holder of the building permit. Planning staff have NOT provided the building permit to the Planning Board for their review. The permit itself is issued to "Reveler" who is NOT an affordable housing developer and is technically no longer even the owner of the real property where the 89 Elm Street project is to be constructed. So on that basis, the city's forbearance policy is inapplicable to them because they do not qualify. The building permit should have been issued to AVESTA and/or one of their wholly-owned affiliates for the forbearance policy to be effective here at all. A related entity that should have been issued the permit is perhaps even Maine State Housing Authority who has issued the bonds making the entire 89 Elm Street project possible.

4.) A further complication is whether the permitting and inspections department even has the authority to engage in this kind of forbearance with respect to building permit fees. There is no city ordinance passed by the City Council that is being pointed to that gives this kind of discretion to the city manager, department head or any of their subordinates for this kind of thing. So the entire forbearance policy itself may be unlawful irrespective of whether not it is applicable to the applicant's entitlement to receive a public hearing vote on May 13, 2025 despite being in arrears for outstanding building permit fees.

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

From: George Rheault <george.rheault@gmail.com>

Date: Fri, Apr 18, 2025 at 10:21 AM

Subject: Public Comment - West Bayside MDP Amendment: 89 Elm Street - Issuance of Building Permit Despite Outstanding Balance of Unpaid Fees

To: Planning Board <planningboard@portlandmaine.gov>, Kevin Kraft <kkraft@portlandmaine.gov>, Matthew Grooms <mgrooms@portlandmaine.gov>, jmy <jmy@portlandmaine.gov>

The City of Portland's policy of not allowing projects in arrears (fines, fees, etc.) to receive approvals, which was applied to the 1 Hope Avenue project, seems to have been waived for the 89 Elm Street project which is intended to be a part of the West Bayside MDP.

According to the City's permitting department website, the 89 Elm Street project has been delinquent over \$300K in building permit fees for months but was somehow issued a building permit on March 17, 2025 despite this huge non-payment.

Can someone explain why there are separate rules for separate applicants?

At a minimum, all review of any West Bayside MPD amendments or related site plans should be suspended until the fee delinquencies have been resolved. Additionally, a full internal review should be conducted to examine how this happened, who knew what when and how it can be avoided in the future.

Progress

32%
Completed

Completed

In Progress

Not Started

Fees

\$303,436.19

View Details

Workflow

✓ Zoning Review - Passed : 11/05/2024

❌ Building Construction Review - Not Passed : 11/12/2024

❌ Building Construction Review - Not Passed : 11/19/2024

✓ Building Construction Review - Passed : 11/25/2024

✓ DRC Permit Review - Passed : 03/17/2025

✓ Issue Permit - Passed : 03/17/2025

○ Invoice Impact Fees (PM)

○ Impact Fees Collected

○ Foundation/Backfill

Available Actions

⚠️ Unpaid Fees
\$297,016.75
11-02-2024
Pay Now

⚠️ Unpaid Fees
\$6,419.44
11-27-2024
Pay Now

Type:	New Multi Family (3+ Units)	Status:	Issued	Project Name:	
IVR Number:	165747	Applied Date:	09/19/2024	Issue Date:	03/17/2025
District:	N/A	Expire Date:	09/13/2025		
Square Feet:	160,486.00	Valuation:	\$36,000,000.00	Finalized Date:	
Description:	Construct from the foundation up, a 201unit, 8-story high-rise, mixed-use apartment building. This is a MSHA project.				

- Summary
- Locations
- Fees
- Reviews
- Attachments
- Contacts
- Sub-Records
- Holds
- More Info

[Fee Summary](#) | [Remaining Fees](#) | [Paid Fees](#) | [Next Tab](#) | [Permit Details](#) | [Main Menu](#)

Fee Summary

Total Fees:	\$303,436.19	Paid Fees:	\$0.00	Unpaid Fees:	\$303,436.19
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Remaining Fees

Sort Fee

Fee	Invoice	Computed	Amount Due
Building Cost of Construction Fee	INV-00105400	\$297,016.75	\$297,016.75
Delegated Fire Plan Review	INV-00106250	\$6,419.44	\$6,419.44



Carter Frank <cfrank@portlandmaine.gov>

Public Comment - West Bayside MDP: RED FLAG - Austin Smith Non-Recusal Despite Massive Spousal Conflict

1 message

George Rheault <george.rheault@gmail.com>

Mon, May 12, 2025 at 10:41 AM

Reply-To: george.rheault@gmail.com

To: Planning Board <planningboard@portlandmaine.gov>, Kevin Kraft <kkraft@portlandmaine.gov>, Matthew Grooms <mgrooms@portlandmaine.gov>, tcolbeth@portlandmaine.gov, jmy <jmy@portlandmaine.gov>, Danielle West-Chuhta <dwest@portlandmaine.gov>, Michael Goldman <mig@portlandmaine.gov>

I very much appreciated Austin Smith being forthcoming about his wife's senior leadership position at Spurwink and the fact that the programs she oversees will be impacted by the proposed MDP amendment due to the fact that Spurwink is a major tenant at the existing building located at 61 Preble Street.

But disclosure alone does not address the massive appearance of a conflict-of-interest here.

It is jaw-droppingly confusing to have witnessed his expression of belief that he can be objective in his review and approval of this project despite the dramatic impact on his spouse's physical workplace and organization.

The rest of the Planning Board, including David Silk, who is an active member of the Maine Bar with extensive experience in land use matters, should be ashamed for shrugging their shoulders and barely giving Mr. Smith's apparent conflict-of-interest more than a momentary thought.

The Planning Board should have required that the Corporation Counsel give them specific guidance here on this issue rather than relying upon their 5-second consideration (which involved no questions or reasonable inquiry into anything related to Mr. Smith's apparent conflict-of-interest, including any knowledge about the impact on Spurwink to which his spouse might have made him privy to outside the Planning Board proceedings).

Any reasonable application of legal ethics standards across the United States of America would NOT permit a sitting judge to preside over a proceeding that directly involved their spouse's workplace and a land-use decision that would heavily impact a major component of that spouse's employer's existing programmatic outlays.

A judicial official would immediately recognize that such a decision, with the power to impact their immediate family, could not be objective. There would be concerns that being a decision-maker, for or against, could have an adverse or positive impact on that spouse's future professional conditions that would completely color their involvement in the proceeding.

We all know, after 3+ months of the second Trump Administration, how vulnerable non-profit organizations are to governmental actions - positive or negative. While this was well-known long before Mr. Trump's electoral victories in 2016 and 2024, it is screamingly obvious now.

The public currently has NO IDEA what kinds of discussions have taken place between the applicant and Spurwink regarding the underlying project. We have no idea if Spurwink has been encouraged or outright induced to "go along with it" including the explicit buying of their silence and a promise not to engage in any public opposition to their relocation which is obviously baked into any approval of the amendment. We also have no idea to what extent that Mr. Smith's spouse has participated in those discussions, if at all. We have no copy of Spurwink's lease with the applicant's affiliates and no understanding of any leverage either side has with respect to a lease termination.

It is a hypothetical that SHOULD Mr. Smith VOTE NO on the project, he could subject his spouse or his spouse's employer to retaliation, either immediately or in due time, from the applicant and anyone they know that has ties to Spurwink, including going after its fundraising base. But it is a very reasonable hypothetical. And since Spurwink has not bothered to come forward independently and dispel any concerns about the MDP amendment's impact on their current or future operations (including their ability to stand up the programs disrupted by the MDP amendment somewhere else without massive time, trouble and expense), the public is only left to wonder. And if we are all wondering about Mr. Smith's participation, then we cannot trust it in any way.

Please do not taint these proceedings any further with Mr. Smith's participation. He should recuse himself from any further review AND as a result, cause the Planning Board to RESTART the entire review process from the beginning with a new workshop WITHOUT Mr. Smith involved or present.

Please do the right thing here. Thank you.

FYI - here is how Mr. Smith's wife is presented on Spurwink's senior leadership page: <https://spurwink.org/about/leadership/>



AMY COHAN, LCSW

Senior Vice President of Outpatient & Community Services

Amy began her career at Spurwink in 1994 as an outpatient clinician in the Lewiston Schools and has had her heart in the Outpatient and Community Services at Spurwink ever since. Since graduating with an MSW from Boston University School of Social Work in 1993, she has been working with children, youth and families in many clinical roles but her greatest professional joy comes supporting clinicians, case managers and teams. On the home front, Amy and her husband, Austin, keep busy with family, home and garden.

Public Comment - West Bayside MDP Amendment: Interrogating Port Property MDP-IZ compliance

1 message

George Rheault <george.rheault@gmail.com>

Mon, May 12, 2025 at 11:25 AM

Reply-To: george.rheault@gmail.com

To: Planning Board <planningboard@portlandmaine.gov>, Kevin Kraft <kkraft@portlandmaine.gov>, Matthew Grooms <mgrooms@portlandmaine.gov>, tcolbeth@portlandmaine.gov, jmy <jmy@portlandmaine.gov>, Danielle West-Chuhta <dwest@portlandmaine.gov>, Michael Goldman <mig@portlandmaine.gov>

[Introductory Note: The public comment at the end of this email (sent in time to be included for the April 22, 2025 workshop meeting materials) was NOT carried forward as part of the public comment introduced for the May 13, 2025 public hearing review. This appears to be a deliberate attempt to deny the public the benefit of this public comment. Typically, planning staff carry forward ALL previous public comments from previous meetings so that the public and the Planning Board members have access to them for the public hearing deliberations. This is yet another example of the bad faith deployed by the planning staff in order to favor the Port Properties applicant and disable public debate and opposition.]

The Planning Board continues to be deaf, dumb and blind to the implications of using an explicitly virtually ALL publicly-funded affordable housing project to stand in for a private market-rate developer's mandatory inclusionary zoning compliance. See below my April 2025 public comment including the attachment from a Portland Development Corporation meeting in 2024 whereby Port Properties played virtually no role whatsoever in obtaining an EPA brownfields grant and loan package for the 89 Elm Street project, which is a critical part of the MDP.

The entire intent of the voter-approved 25% IZ requirement is to have a private, market-rate developer DIRECTLY PROVIDE THE RESOURCES, either through payment-in-lieu OR through inclusion inside its market-rate buildings of the IZ units themselves, to make possible non-market rate housing. The IZ ordinance deliberately exempts 100% affordable-housing projects from its purview.

In the context of the West Bayside MDP, it is not at all clear that Port Properties (d/b/a "Reveler" as some kind of alter ego for Tom Watson's expansive property development and management empire) has contributed very much in the way of real resources to the 25% requirement.

His employees and partners have certainly invested time to bring it about. But they may be getting reimbursed in part or IN WHOLE for that expenditure of time via the AVESTA conduit described in the attachment below. It certainly appears they will be paid generously for the LAND underneath which will sit the 89 Elm Street project if it is ever completed - LAND they only recently purchased for themselves in 2022.

The only thing Port Properties seems to be giving up right now is the opportunity cost of doing a market-rate development on the area that the 89 Elm Street building will occupy. I have seen no attempt at appraising the value of that lost opportunity cost and whether Port Properties is getting any reimbursement for it anywhere else in AVESTA's funding mix from Maine State Housing Authority.

But the strictures of the IZ compliance regime right now would make their ability to fully develop the 89 Elm Street site uneconomic and unfeasible. Therefore its real market-rate value to them is greatly diminished from any appraisal perspective.

The real marker for understanding the gift that the planning staff are trying to bestow upon Port Properties is the total value of their "payment-in-lieu" obligation (which can only be calculated with certainty as of today even though the calculation has an inflation calculator built into it for every new year, so such obligations will get even bigger the longer the MDP build-out takes).

Has the Planning Board tried to calculate that number and then compare it against the kind of investment Port Properties is purporting to put into the overall 89 Elm Street project DIRECTLY WITH ITS OWN MONEY versus government funds? They should! It is highly relevant to the discussion here!

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

From: **George Rheault** <george.rheault@gmail.com>

Date: Fri, Apr 18, 2025 at 10:21 AM

Subject: Public Comment - West Bayside MDP Amendment: Port Property MDP-IZ compliance via AVESTA project

To: Planning Board <planningboard@portlandmaine.gov>, Kevin Kraft <kkraft@portlandmaine.gov>, Matthew Grooms <mgrooms@portlandmaine.gov>, jmy <jmy@portlandmaine.gov>

It is long past time for the Planning Board and planning staff to level with the public about what is going on here with the West Bayside MDP process.

AVESTA's major role in this entire saga via the linchpin 89 Elm project has been kept completely quiet from the beginning despite the pointed questions I asked at the very first neighborhood meeting concerning the MDP in February 2023.

Courtesy of the machinations at the Portland Development Corporation last July (2024), the "silent partner" status of AVESTA was finally revealed. Port Property/Reveler appears to be contributing virtually nothing in the way of development funding to the project (they appear to be getting reimbursed for any upfront expenses they have incurred) and will not retain ownership of the land or the building at 89 Elm Street post-development (it no longer owned the development site at the time of the filing of the MDP amendment).

Time for the Planning Board to change out of its ostrich costumes, face the music and begin a new policy of candor and honesty.

See attached - sourced at link below

Portland Development Corporation • July 2024 Meeting

- Disclosure of AVESTA participation

<https://portlandme.portal.civicclerk.com/event/6940/files/attachment/23290>

AVESTA 89 Elm St Ownership - July 2024 Portland Development Corporation Brownfields Funding Requests.pdf

1423K

MEMO

TO: President James Dowd and PDC Board Members
FROM: Nancy L. Martin, Business Programs Manager
CC: Greg Watson, Director, Housing and Economic Development Department
DATE: July 12, 2024
RE: Brownfields sub-grant and loan request from Avesta Housing for 89 Elm Street

PROJECT OVERVIEW:

The Portland Development Corporation (PDC) is being presented with a request for \$2,636,424 in Brownfields cleanup funding for an affordable housing development at 89 Elm Street in the Bayside neighborhood. The project was approved by the Portland Planning Board in October, 2023. Upon project completion, the development will create 201 units of affordable housing, with commercial space on the ground floor. The Committee may like to consider using the July 18 meeting to allow the developer to present on the project and address questions from the project team and the Board, and table a vote until the August 15th Portland Development Corporation meeting to allow time for further committee review and public comment, if desired. There will be no Executive Session for this request, since Avesta Housing is a non-profit organization and as such their financial statements are available to the public.

BUDGET AND BACKGROUND:

Avesta Housing Development Corporation (a non-profit) will take initial ownership of 89 Elm Street in late 2024, and is applying for a \$500,000 sub-grant from the City's Brownfields remediation funds. Avesta Housing Development Corporation will later be selling the property to a limited partnership, Avesta 89 Elm LP, that will own the project on a long-term basis.

Avesta 89 Elm LP is applying as a for-profit entity for an approximately \$2.1 million loan. The total amount of Brownfields cleanup funding that is requested for this project is therefore approximately \$2.6 million. The total development cost for the project is approximately \$83 million, meaning that if approved, \$1 of Brownfields funding from the City would leverage \$31.

If approved, this would be the City's first Brownfields loan (as opposed to sub-grant) in support of affordable housing. The loan would be secured by a third mortgage on the property.

The requested Brownfields loan and subgrant will be funded by the City's \$3 million cooperative agreement with the EPA (Column "Brownfield 10/1/2022" on table, next page). If this funding request is approved, the City's Brownfields RLF grant from EPA will be fully depleted, although Brownfields program income and repaid loans would still be available through Fund 278 which has a current balance of approximately \$476,000 (see Column "Brownfield 1" on table on next page). The City plans to apply for supplemental funding in early 2025 to replenish the

availability of cleanup funding. Additionally, Brownfields remediation funds are available through strategic partners such as GPCOG and State of Maine.

FY 24 PDC CASH MANAGEMENT REPORT - BROWNFIELD PROGRAM					
(Preliminary and Subject to Change)					
Period Ending: 04/30/2024	Brownfield 1	Brownfield 2 (2016)	Brownfield 3	Brownfield 10/1/2022	TOTAL
	278	280	281	280 RLF	
	Unrestricted Loans/Grants	Restricted/Cleanup	Restricted/Assessments	Restricted/Cleanup	
Ending Cash Balance (Munis)	477,387	455,626	422,798	2,997,208	4,353,019
Less Reserves for:					
Reserve For Commitments	(1,047)	(434,859)		(247,700)	
Fund 280 Reserve for Administration		(20,556)			
Adjusted Ending Cash Balance	476,340	111	422,798	2,749,508	3,648,757

Staff has performed a pipeline analysis of possible applications to the City's revolving loan fund by reviewing current Brownfields assessment projects as well as reaching out to property developers. Staff has concluded that remediation funding requests that exceed the City's available funds are extremely unlikely before the City expects to receive supplemental funding from the EPA in mid-2025.

The recently-approved PDC Brownfields Cleanup Revolving Loan Fund Program guidelines state, "Loan amount for eligible cleanup activities will be limited to the balance of the loan fund, but generally range from a minimum of \$100,000 to a maximum of \$500,000 and will be negotiated based on project redevelopment needs." In light of the critical need for affordable housing in Portland, the Board may consider waiving the loan maximum. The EPA limits the sub-grant maximum to \$500,000 per site, but does not impose a loan maximum. The interest rate is also entirely up to the PDC to determine.

RECOMMENDATION:

PDC staff (Nancy Martin) and underwriter (David McLaughlin) recommend approval of a \$500,000 subgrant to Avesta Housing Development Corporation and \$2,136,424 loan to Avesta 89 Elm LP, for a total of \$2,636,424 in support of an affordable housing development at 89 Elm Street subject to 1% interest for a 30-year term and 40-year amortization, with interest-only payments due monthly during construction period. With permanent loan closing projected for 1/1/2028, monthly principal and interest payments would start at that time at approximately \$5,300 per month.

ATTACHMENTS:

Underwriting analysis

PORTLAND DEVELOPMENT CORPORATION

BROWNFIELDS LOAN REQUEST

DAVID MCCLAUGHLIN, UNDERWRITER

July 2, 2024

APPLICANT/BORROWER: Avesta Housing Development Corporation -- during construction phase;
Avesta 89 Elm LP & Avesta Housing Development Corporation --permanent

Note: Avesta Housing Development Corporation will purchase the proposed real estate collateral at 89 Elm Street, Portland. They will have ownership during the cleanup/construction phase. Title will be transferred to Avesta 89 Elm, LP upon completion of construction. Avesta 89 Elm LP will be the Borrower for the permanent financing and Avesta Housing Development Corporation will be a Guarantor.

APPLICANT'S ADDRESS: 307 Cumberland Avenue, Portland, Maine

PROJECT LOCATION: 89 Elm Street, Portland, Maine

LOAN REQUEST: \$2,100,000

INTEREST RATE: Fixed at 1.0%

TERM: 30 Years with a 40-year amortization (matches the terms of MSHA)

PURPOSE: Funding the remediation costs of contamination at 89 Elm St. Portland. Estimated cost of cleanup is \$2,600,000. The balance of funding is expected to come from a \$500,000 Brownfield grant that is under application.

OVERVIEW:

Avesta Housing Development Corporation (Avesta) is a 501(c)3 non-profit organization that started in 1972 as York-Cumberland Housing. It changed its name in 2003 to Avesta Housing to reflect its growing geographic reach and move the headquarters from Gorham to Portland. The organization is the largest nonprofit affordable housing provider in Northern New England with more than 100 developed properties under management, providing homes to more than 5,000 people with a staff of more than 300. The 17-member Board of Directors are all recognized local industry leaders with a number having served or are serving as members of the PDC Loan Committee.

The current project is phase 1A of the Bayside Master Development Plan that has been approved by the City of Portland Planning Board. This plan proposes the creation of 800 new units of rental housing along with mixed-use community spaces, significant new green spaces, increased pedestrian access and connectivity throughout the Bayside neighborhood. The master plan includes five phases of development to take place over ten years. It includes 7 new buildings, 200 affordable units, 600 market-rate units, and 28,500 square feet of commercial space. Along with new construction there will be renovations to existing commercial and institutional buildings, as well as the retrofitting of the Public Market garage with infill retail and amenity use. The development was done in collaboration with Reveler Development and Port Property, Stantec's Urban Places Studio, Penobscot General Contractors, and Acorn Engineering.

Phase 1A proposes a redevelopment of three existing parcels that are currently used as a surface parking lot, into an 8-story building featuring 201 affordable housing units and three ground level retail spaces of 4,500 square feet along Lancaster and Oxford Streets. These affordable units will satisfy the 25% inclusionary zoning requirement for the larger 800-unit Bayside Master Development Plan. The land is planned to be purchased in December 2024 with a construction period of 24 months ending December 2026, and 2027 will be a year of stabilization during which the property is leased up. Permanent financing is contemplated for January 2028.

SOURCES		USES	
Maine State Housing mtg.	\$45,243,000	Purchase land	\$4,000,000
Brownfield Loan	2,100,000	Construction Costs	63,410,878
Brownfield Grant	500,000	Contingency	3,170,544 (5%)
LIHTC/Solar Equity	35,470,529	Developer Fee/Overhead	750,000
--		Soft Costs	11,518,531
TOTAL	\$82,849,953		\$82,849,953

Applications are being completed for submission to Maine State Housing for construction and permanent financing and for the Low-Income Housing Tax Credit. MSHA has issued a Notice of Intent and has allocated the funds. The construction cost was estimated by Penobscot General Contractors. The cost for the 160,378 sq. Ft. building is \$518 per sq. ft.

A Phase I ESA is expected to be completed by Fall 2024 prior to closing, and is a pre-closing loan closing condition by MSHA. A prior Phase I was completed by Ransom Consulting in 2021 and a Phase II ESA was completed by TRC in 2023. They are the basis for the current cleanup cost estimate. They found evidence of environmental hazards to include abandoned underground storage tanks (UST), lead, and arsenic in the soil. The recommendations of this prior report are incorporated into the project costs. An acceptable review of the Phase 1 ESA required by MSHA will be a condition of approval. The environmental cleanup is expected to begin October 2024.

FINANCIAL OVERVIEW: The provided financial information includes the Avesta Housing Development Corporation 2020 to 2022 CPA audited statements, the 2023 fiscal management prepared statements, the 2024 year to date management prepared statements and compared to the same period of the prior year and a five-year projected income and expenses for this project. The major pertinent findings are as follows:

Avesta Housing Development Corporation (000)

	2020	2021	2022	2023
Current Assets	\$14,226	\$18,905	\$16,884	\$19,655
Current Liabilities	22,922	19,115	38,549	7,636
Working Capital	(8,696)	(210)	(21,665)	12,019
Total Assets	329,033	356,454	399,206	420,033
Total Debt	179,995	194,279	233,278	238,969
Net Assets	149,039	162,175	165,928	181,064
Debt Worth Ratio	1.2	1.2	1.4	1.3

Revenues	42,770	47,893	51,563	66,416
Net Income	(2,873)	(1,126)	(3,975)	(3,687)
EBITA	11,586	14,276	12,609	14,151
Debt Service	19,685	17,026	33,055	8,456
Excess Cash Flow.	(8,099)	(2,750)	(20,446)	5,695

May 2024 Year to Date	2023	2024
Revenues	\$27,432	\$31,487
Expenses	29,435	33,542
Net	(2,003)	(2,055)
EBITA	5,147	6,278
Debt Service	3,523	4,411
Excess	1,624	1,827
Working Capital		10,052
Current Ratio		1.99
Debt/Worth		1.3

The financial trend is somewhat difficult to understand given the ongoing projects that are in development. The growth in revenues from \$42,770K in 2020 to \$66,416k or by 53% is due to the ongoing development of new residential units. This high growth is in response to the critical need for additional affordable housing in the Portland market as evidenced by the 5,318 households currently on Avesta's waitlist.

The organization reports negative working capital and debt service coverage from 2020 – 2023. This is due to timing of the projects in development. The timing, mostly in equity coming into a project, was not as much of a consideration in 2023 and is more indicative of the organization's financial position absent the timing impact of projects in development. The current portion of long-term debt goes from \$27,358k in 2022 to \$8,409 in 2024, \$4,512k in 2025, \$3,744k in 2026 and \$3,229 in 2027 per the notes in the 2022 CPA Audit. This supports 2023 being more indicative on ongoing operations. It is also important to note that, throughout this period, the Net Asset position has continued to improve while keeping the debt worth ratio at a relatively low 1.2 to 1.3%. A condition of approval will be an acceptable review of the 2023 CPA Audited Financial Statements.

- The net working capital position is adequate at \$10,052M with a 2.0 current ratio as of 5/30/24. This is stronger than the industry average and should be adequate to help fund any cost overruns. The current contingency is 5% and the working capital equals 15% of the construction cost.
- The balance sheet is well capitalized with \$181,760M in net assets and a 1.3 debt/worth ratio as of 5/30/24. The organization has maintained a 1.2 to 1.3 debt worth ratio from 2020 to May 2024.
- The debt service coverage ratio was reasonably strong in 2023 at 1.7% with excess cash flow of \$5,695k.

Project/Operating Budget:

	2027	2028	2029
Income	\$3,339	\$3,406	\$ 3,474
Expenses	2,452	1,877	1,933
Net	886	1,529	1,541
Debt Service	937	1,284	1,284
Excess	(51)	245	257
Debt Service Coverage	Neg	1.22	1.24

The application included cash flow projections for 5 years. A feasibility study is in process and a condition of approval. Operations are stabilized by the end of the first year with debt service coverage of 1.22 starting in 2028. Occupancy is low risk given the recognized need for additional housing especially affordable housing in the state and Portland market. There were 6,544 applications in 2023 and 5,318 households on waitlists for affordable housing units.

COLLATERAL: A third mortgage on the commercial real estate located at 89 Elm, Portland subject to prior debt of \$45,243k with MSHA. The MSHA prior mortgages and this requested Brownfields loan is 58% of the cost basis.

The appraised value is expected to be less than the cost basis due to the rents being capped below market. I have not set a condition of a minimum appraised value given the low debt to cost of project ratio and significant capitalization. However, a condition of approval is an acceptable review of the appraisal report.

It is anticipated that the MSHA loans and this Brownfield request will close at the same time and this Brownfield loan of \$2,100K will have a third mortgage position to the construction loan. There is an expected intercreditor agreement that will subordinate the Brownfield loan to the \$45,243k of permanent long-term financing upon completion of construction and funding of the permanent financing.

CONDITIONS:

- Acceptable review of final project budget to include the remediation costs prior to closing
- If a VRAP, letter of completion of clean up
- Acceptable review of commitments letters from all other sources of financing and reasonable assurances from those sources that either all major preclosing conditions have been met or are expected to be met prior to closing.
- Acceptable review of the appraisal and feasibility/market study report required by MSHA prior to closing.
- Acceptable review of the 2023 CPA Audited Statements

STRENGTHS / WEAKNESSES:

- Project equity of 42%
- Avesta has a strong long-term history in development and management of similar projects
- Avesta is both financially strong and able to support project with \$5,695k in excess cash flow and \$10,052k in working capital

- Portland has a housing shortage and there is a significant waiting list for both market and subsidized rental units.
- Debt service coverage for this project is projected at 1.22 after stabilization
- Collateral position is 58% of the project cost.
- Collateral position, while adequate on a cost basis, is subject to \$45,243k of prior mortgage debt and the appraised value is expected to be less than cost given the cap on rents.

RECOMMENDATION: I recommend approval based on the above noted strengths subject to the above conditions. It should be noted that this project is still in the planning stage and could be subject to change. Any change is expected to be minor and should not impact the recommendation or the proposed conditions. I have focused on the adequacy of capitalization (42%) of the project, the capability of management and assuring that our collateral position is appropriate.

I suggest, prior to closing, that staff provide a report to the loan committee on the satisfaction of the above conditions and confirm that the projected 1.22 debt service coverage ratio is maintained.

This recommendation assumes and is subject to compliance to all requirements under the Brownfield Program especially as it relates to the disbursement of loan funds.



Carter Frank <cfrank@portlandmaine.gov>

Public Comment - West Bayside MDP Amendment: Failure to Demonstrate Adequate Right, Title & Interest

1 message

George Rheault <george.rheault@gmail.com>

Mon, May 12, 2025 at 11:45 AM

Reply-To: george.rheault@gmail.com

To: Planning Board <planningboard@portlandmaine.gov>, Kevin Kraft <kkraft@portlandmaine.gov>, Matthew Grooms <mgrooms@portlandmaine.gov>, tcolbeth@portlandmaine.gov, jmy <jmy@portlandmaine.gov>, Danielle West-Chuhta <dwest@portlandmaine.gov>, Michael Goldman <mig@portlandmaine.gov>

Please note that the planning staff are participating in a giant cover-up regarding the posture of the entire West Bayside MDP amendment.

The applicant has MATERIALLY MISREPRESENTED in its initial February 2025 application materials its right, title and interest to the existing MDP footprint.

The MDP ordinance language requires that the applicant have "all contiguous land under the same ownership or control," as a condition to proposing an MDP as well as any further amendments to it.

The applicant gave up ownership (and thus control) of a large portion of the MDP locus last autumn (the part that will contain the 89 Elm Street component) and has not made any representations to date in THIS planning review process for an MDP amendment as to how that loss of ownership would not harm a demonstration of sufficient right, title and interest going forward.

See attached - proof of the applicant's property transfer from 2024 that conclusively destroys their ability to amend the MDP because they no longer have right, title and interest to what was approved in June 2023.



89 Elm St - November 2024 - Deed of Sale to AVESTA.pdf

160K

SHORT FORM QUITCLAIM DEED WITH COVENANTDLN: 2013095

89 ELM STREET LLC, a Maine limited liability company, with a principal place of business in Portland, County of Cumberland, State of Maine, and **73 ELM STREET LLC**, a Maine limited liability company, with a principal place of business in Portland, County of Cumberland, State of Maine, (collectively, the "Grantor"), FOR CONSIDERATION PAID, grant to **AVESTA HOUSING DEVELOPMENT CORPORATION**, a Maine nonprofit corporation with a place of business and mailing address of 307 Cumberland Avenue, Portland, Maine 04101 (the "Grantee"), with QUITCLAIM COVENANT, certain real property, together with any improvements thereon, situated in Portland, County of Cumberland and State of Maine, and more particularly described as follows:

A certain lot or parcel of land, with the improvements thereon situated on the northeasterly sideline of Elm Street, the southeasterly sideline of Lancaster Street East and the northwesterly side of Oxford Street and in the City of Portland, County of Cumberland and State of Maine as shown plan titled "West Bayside MDP: Phase 1A – 89 Elm Plat 89 Elm Street Redevelopment - Portland" by Acorn Engineering dated 8/4/2022 revised through 6/6/2024, bounded and described as follows:

Beginning at the southerly corner of land now or formerly of David B. Nowlin as described in deed book 25148, page 336 on the northwesterly sideline of Oxford Street;

Thence, S 48°38'53" W along the northwesterly sideline of said Oxford Street 144.34 feet to the northeasterly sideline of Elm Street;

Thence, N 43°45'13" W along the northeasterly sideline of said Elm Street 327.06 feet to the southeasterly sideline of Lancaster Street;

Thence, N 49°39'27" E along the southeasterly sideline of said Lancaster Street 132.79 feet;

Thence, the following courses and distances through the land of the Grantor:

S 43°45'32" E a distance of 81.45 feet;
 S 46°12'59" W a distance of 26.55 feet;
 S 43°45'21" E a distance of 12.90 feet;
 S 46°12'32" W a distance of 39.58 feet;
 S 43°44'52" E a distance of 134.07 feet;
 N 46°14'28" E a distance of 48.19 feet;
 S 43°45'32" E a distance of 13.38 feet;
 N 46°19'02" E a distance of 31.27 feet to land now or formerly of said Nowlin;

Thence, S 42°36'35" E along land of Nowlin 83.34 feet to the point of beginning, containing 34,787 s.f. or 0.80 acres, more or less.

Bearings are referenced to City Grid.

For source of Grantor's Title see Quitclaim Deed with Covenant from Bayside II, LLC to the 89 Elm Street LLC dated October 12, 2022 and recorded at the Cumberland County Registry of Deeds in Book 39779, Page 236; Quitclaim Deed with Covenant from Bayside IV, LLC to the 89 Elm Street LLC dated October 12, 2022 and recorded at the Cumberland County Registry of Deeds in Book 39779, Page 246; and Quitclaim Deed with Covenant from Bayside II, LLC to the 73 Elm Street LLC dated October 12, 2022 and recorded at the Cumberland County Registry of Deeds in Book 39779, Page 234.

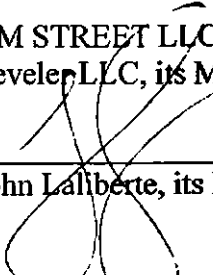
[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by Reveler LLC, its Manager, by its Manager, John Laliberte, thereunto duly authorized, this 21st day of October, 2024.

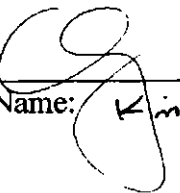
WITNESS:


Name: Kim Gilpatrick

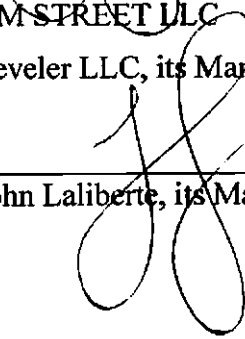
89 ELM STREET LLC
By: Reveler LLC, its Manager

By: 
John Laliberte, its Manager

WITNESS:


Name: Kim Gilpatrick

73 ELM STREET LLC
By: Reveler LLC, its Manager

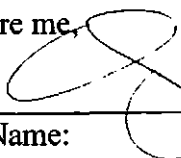
By: 
John Laliberte, its Manager

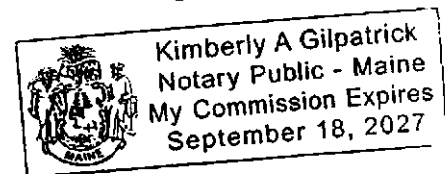
State of Maine

County of Cumberland, ss.

October 21, 2024

PERSONALLY APPEARED the above-named John Laliberte, Manager of Reveler LLC, Manager of 73 Elm Street LLC and 89 Elm Street LLC, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said 73 Elm Street LLC and 89 Elm Street LLC.

Before me, 
By: _____
Name: _____
Notary Public / Attorney at Law
Notary Commission Expires: _____



Public Comment - West Bayside MDP Amendment: The Hollow Emptiness of the MDP

1 message

George Rheault <george.rheault@gmail.com>

Mon, May 12, 2025 at 11:47 AM

Reply-To: george.rheault@gmail.com

To: Planning Board <planningboard@portlandmaine.gov>, Kevin Kraft <kkraft@portlandmaine.gov>, Matthew Grooms <mgrooms@portlandmaine.gov>, tcolbeth@portlandmaine.gov, jmy <jmy@portlandmaine.gov>, Danielle West-Chuhta <dwest@portlandmaine.gov>, Michael Goldman <mig@portlandmaine.gov>

As a fervent opponent and outright detractor of the West Bayside Master Development Plan, I have continually called attention to its fakeness compared to the other master development plans that the City of Portland has approved in the past.

Time and time again, and now happening again with the "amendment" to the MDP proposed by the applicant, we see our planning staff and Planning Board pretending that the standards for a meaningful MDP are being met and being credulous that it is providing the neighborhood and the city the appropriate level of civic/public benefits in return for the private benefits it receives.

A great example of this is the so-called public "open-space amenity" that is proposed for the Preble Street side of the Public Market Garage (that masterpiece of urban infrastructure that is the magnum opus of Owen Well's philanthropic genius).

See attached the area comprising MOST of this "open-space amenity" completely buried in TONS of snow circa early April 2024.

At no time has the planning staff, Planning Board OR the applicant ever explained how a giant parking garage intentionally designed for snow on its open/exposed top level to be dumped into a designated snow storage area is supposed to somehow reinvent this snow dump zone into an attractive, safe and functional retail and open space amenity that operates across 365 days a year.

Anyone gazing at this fenced in strip either in person or via Google Streetview can see how inhospitable it is and how difficult (and expensive) it would be to reengineer the entire area and the garage of which it is a part into the kind of space that the existing MDP is promising to the public.

This confusion is even more pronounced now that the applicant is revamping the 61 Preble Street former D.E. McCann & Sons property for a whole different treatment.

I urge the Planning Board to take cognizance of ALL of the silly placeholders like these that have created the fiction that the existing MDP, with or without the disturbance of the proposed amendment, is meeting the standards of anything special that deserves the "MDP" designation.

To take a very special example, anyone experiencing Rockefeller Center knows that it was created as a coherent holistic thing. Huge amounts of effort were made to create design cues and coordinated infrastructure to tie it all together. The effect is unmistakable to any visitor or pedestrian.

Do we get any kind of this effect from the existing MDP? NOPE.

In fact, the Planning Board has refused to even acknowledge the huge amount of land and other projects that Port Properties owns or controls in the immediate vicinity.

This is also crazy. Especially things that have changed since June 2023 as part of the wheeling and dealing that Port Properties and others have done since then, that impact parking demand and usage and public infrastructure investments that were supposed to be done by Port Properties but instead were completed by public entities at public expense.

West Bayside deserves a real MDP not just one that is a series of vague placeholders that can be changed or swapped out at the whim of the applicant.

If the Planning Board refuses to take its job seriously, then there is no choice but to challenge its arbitrary and undisciplined scrutiny of the proposed MDP amendment and the MDP foundation upon which the amendment wishes to stand.



MDP - Public Market Garage - Snow Storage Pile - April 2024.JPG
2898K

Public Comment - West Bayside MDP Amendment: Demolition of Historic Structures as Explicit City Policy

1 message

George Rheault <george.rheault@gmail.com>

Fri, Apr 18, 2025 at 10:20 AM

Reply-To: george.rheault@gmail.com

To: Planning Board <planningboard@portlandmaine.gov>, Kevin Kraft <kkraft@portlandmaine.gov>, Matthew Grooms <mgrooms@portlandmaine.gov>, jmy <jmy@portlandmaine.gov>

The planning authority is violating the City's comprehensive plan by explicitly encouraging demolition of historic structures in the West Bayside neighborhood (despite the fact the neighborhood has been subjected to far more demolitions in the last hundred years than virtually any other part of Portland).

The pending MDP amendment now proposes to demolish yet another piece of West Bayside's authentic past - the historic D.E. Mccann brick building - at the corner of Preble & Oxford Streets.

This follows demolitions that the planning authority and other representatives of the City of Portland have already approved of in the last two years:

- destruction of Preble Chapel - <https://www.mainememory.net/record/14305>
- destruction of 201-203 Oxford Street - <https://www.mainememory.net/record/67713/image/68338>
- destruction of Miles B. Mank auto showroom - 73-77 Preble Street - <https://www.mainememory.net/record/70588/image/98496>
- destruction of various structures on Cedar Street & Cumberland Avenue for upcoming Boys/Girls Club expansion - example: 291 Cumberland Avenue - <https://www.mainememory.net/record/42815/image/42995> [the expansion project has yet to be announced but it already has received the complete endorsement of City officials behind the scenes]

Please stop the inequitable land use policy whereby affluent neighborhoods (Stroudwater, West End, Munjoy Hill) get the full protections and applications of Portland's historic preservation apparatus and resources while West Bayside becomes a sacrifice zone and dumping ground for the housing that affluent homeowners won't allow to be built in their backyards.

Public Comment - West Bayside MDP Amendment: 89 Elm Street - Issuance of Building Permit Despite Outstanding Balance of Unpaid Fees

1 message

George Rheault <george.rheault@gmail.com>

Fri, Apr 18, 2025 at 10:21 AM

Reply-To: george.rheault@gmail.com

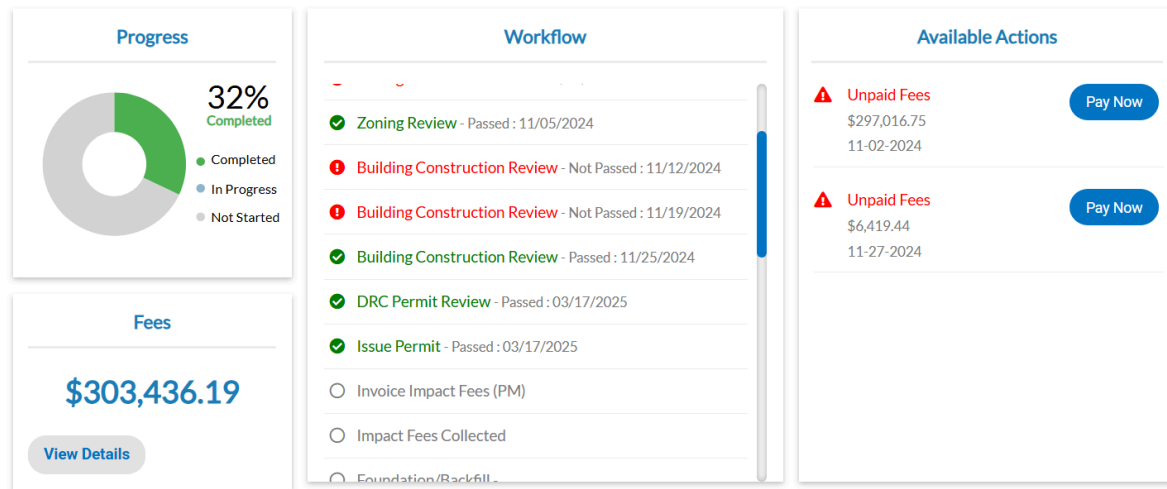
To: Planning Board <planningboard@portlandmaine.gov>, Kevin Kraft <kkraft@portlandmaine.gov>, Matthew Grooms <mgrooms@portlandmaine.gov>, jmy <jmy@portlandmaine.gov>

The City of Portland's policy of not allowing projects in arrears (fines, fees, etc.) to receive approvals, which was applied to the 1 Hope Avenue project, seems to have been waived for the 89 Elm Street project which is intended to be a part of the West Bayside MDP.

According to the City's permitting department website, the 89 Elm Street project has been delinquent over \$300K in building permit fees for months but was somehow issued a building permit on March 17, 2025 despite this huge non-payment.

Can someone explain why there are separate rules for separate applicants?

At a minimum, all review of any West Bayside MPD amendments or related site plans should be suspended until the fee delinquencies have been resolved. Additionally, a full internal review should be conducted to examine how this happened, who knew what when and how it can be avoided in the future.



Type:	New Multi Family (3+ Units)	Status:	Issued	Project Name:	
IVR Number:	165747	Applied Date:	09/19/2024	Issue Date:	03/17/2025
District:	N/A	Expire Date:	09/13/2025		
Square Feet:	160,486.00	Valuation:	\$36,000,000.00	Finalized Date:	
Description:	Construct from the foundation up, a 201unit, 8-story high-rise, mixed-use apartment building. This is a MSHA project.				

[Summary](#)
[Locations](#)
[Fees](#)
[Reviews](#)
[Attachments](#)
[Contacts](#)
[Sub-Records](#)
[Holds](#)
[More Info](#)

[Fee Summary](#)
[Remaining Fees](#)
[Paid Fees](#)
[Next Tab](#)
[Permit Details](#)
[Main Menu](#)

Fee Summary

Total Fees:	\$303,436.19	Paid Fees:	\$0.00	Unpaid Fees:	\$303,436.19
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Remaining Fees

Sort Fee ▼

Fee	Invoice	Computed	Amount Due
Building Cost of Construction Fee	INV-00105400	\$297,016.75	\$297,016.75
Delegated Fire Plan Review	INV-00106250	\$6,419.44	\$6,419.44

Public Comment - West Bayside MDP Amendment: Port Property MDP-IZ compliance via AVESTA project

1 message

George Rheault <george.rheault@gmail.com>

Fri, Apr 18, 2025 at 10:21 AM

Reply-To: george.rheault@gmail.com

To: Planning Board <planningboard@portlandmaine.gov>, Kevin Kraft <kkraft@portlandmaine.gov>, Matthew Grooms <mgrooms@portlandmaine.gov>, jmy <jmy@portlandmaine.gov>

It is long past time for the Planning Board and planning staff to level with the public about what is going on here with the West Bayside MDP process.

AVESTA's major role in this entire saga via the linchpin 89 Elm project has been kept completely quiet from the beginning despite the pointed questions I asked at the very first neighborhood meeting concerning the MDP in February 2023.

Courtesy of the machinations at the Portland Development Corporation last July (2024), the "silent partner" status of AVESTA was finally revealed. Port Property/Reveler appears to be contributing virtually nothing in the way of development funding to the project (they appear to be getting reimbursed for any upfront expenses they have incurred) and will not retain ownership of the land or the building at 89 Elm Street post-development (it no longer owned the development site at the time of the filing of the MDP amendment).

Time for the Planning Board to change out of its ostrich costumes, face the music and begin a new policy of candor and honesty.

See attached - sourced at link below

Portland Development Corporation • July 2024 Meeting

- Disclosure of AVESTA participation

<https://portlandme.portal.civicclerk.com/event/6940/files/attachment/23290>

**AVESTA 89 Elm St Ownership - July 2024 Portland Development Corporation Brownfields Funding Requests.pdf**

1423K

MEMO

TO: President James Dowd and PDC Board Members
FROM: Nancy L. Martin, Business Programs Manager
CC: Greg Watson, Director, Housing and Economic Development Department
DATE: July 12, 2024
RE: Brownfields sub-grant and loan request from Avesta Housing for 89 Elm Street

PROJECT OVERVIEW:

The Portland Development Corporation (PDC) is being presented with a request for \$2,636,424 in Brownfields cleanup funding for an affordable housing development at 89 Elm Street in the Bayside neighborhood. The project was approved by the Portland Planning Board in October, 2023. Upon project completion, the development will create 201 units of affordable housing, with commercial space on the ground floor. The Committee may like to consider using the July 18 meeting to allow the developer to present on the project and address questions from the project team and the Board, and table a vote until the August 15th Portland Development Corporation meeting to allow time for further committee review and public comment, if desired. There will be no Executive Session for this request, since Avesta Housing is a non-profit organization and as such their financial statements are available to the public.

BUDGET AND BACKGROUND:

Avesta Housing Development Corporation (a non-profit) will take initial ownership of 89 Elm Street in late 2024, and is applying for a \$500,000 sub-grant from the City's Brownfields remediation funds. Avesta Housing Development Corporation will later be selling the property to a limited partnership, Avesta 89 Elm LP, that will own the project on a long-term basis.

Avesta 89 Elm LP is applying as a for-profit entity for an approximately \$2.1 million loan. The total amount of Brownfields cleanup funding that is requested for this project is therefore approximately \$2.6 million. The total development cost for the project is approximately \$83 million, meaning that if approved, \$1 of Brownfields funding from the City would leverage \$31.

If approved, this would be the City's first Brownfields loan (as opposed to sub-grant) in support of affordable housing. The loan would be secured by a third mortgage on the property.

The requested Brownfields loan and subgrant will be funded by the City's \$3 million cooperative agreement with the EPA (Column "Brownfield 10/1/2022" on table, next page). If this funding request is approved, the City's Brownfields RLF grant from EPA will be fully depleted, although Brownfields program income and repaid loans would still be available through Fund 278 which has a current balance of approximately \$476,000 (see Column "Brownfield 1" on table on next page). The City plans to apply for supplemental funding in early 2025 to replenish the

availability of cleanup funding. Additionally, Brownfields remediation funds are available through strategic partners such as GPCOG and State of Maine.

FY 24 PDC CASH MANAGEMENT REPORT - BROWNFIELD PROGRAM					
(Preliminary and Subject to Change)					
Period Ending: 04/30/2024	Brownfield 1	Brownfield 2 (2016)	Brownfield 3	Brownfield 10/1/2022	TOTAL
	278	280	281	280 RLF	
	Unrestricted Loans/Grants	Restricted/Cleanup	Restricted/Assessments	Restricted/Cleanup	
Ending Cash Balance (Munis)	477,387	455,626	422,798	2,997,208	4,353,019
Less Reserves for:					
Reserve For Commitments	(1,047)	(434,859)		(247,700)	
Fund 280 Reserve for Administration		(20,556)			
Adjusted Ending Cash Balance	476,340	111	422,798	2,749,508	3,648,757

Staff has performed a pipeline analysis of possible applications to the City's revolving loan fund by reviewing current Brownfields assessment projects as well as reaching out to property developers. Staff has concluded that remediation funding requests that exceed the City's available funds are extremely unlikely before the City expects to receive supplemental funding from the EPA in mid-2025.

The recently-approved PDC Brownfields Cleanup Revolving Loan Fund Program guidelines state, "Loan amount for eligible cleanup activities will be limited to the balance of the loan fund, but generally range from a minimum of \$100,000 to a maximum of \$500,000 and will be negotiated based on project redevelopment needs." In light of the critical need for affordable housing in Portland, the Board may consider waiving the loan maximum. The EPA limits the sub-grant maximum to \$500,000 per site, but does not impose a loan maximum. The interest rate is also entirely up to the PDC to determine.

RECOMMENDATION:

PDC staff (Nancy Martin) and underwriter (David McLaughlin) recommend approval of a \$500,000 subgrant to Avesta Housing Development Corporation and \$2,136,424 loan to Avesta 89 Elm LP, for a total of \$2,636,424 in support of an affordable housing development at 89 Elm Street subject to 1% interest for a 30-year term and 40-year amortization, with interest-only payments due monthly during construction period. With permanent loan closing projected for 1/1/2028, monthly principal and interest payments would start at that time at approximately \$5,300 per month.

ATTACHMENTS:

Underwriting analysis

PORTLAND DEVELOPMENT CORPORATION

BROWNFIELDS LOAN REQUEST

DAVID MCCLAUGHLIN, UNDERWRITER

July 2, 2024

APPLICANT/BORROWER: Avesta Housing Development Corporation -- during construction phase;
Avesta 89 Elm LP & Avesta Housing Development Corporation --permanent

Note: Avesta Housing Development Corporation will purchase the proposed real estate collateral at 89 Elm Street, Portland. They will have ownership during the cleanup/construction phase. Title will be transferred to Avesta 89 Elm, LP upon completion of construction. Avesta 89 Elm LP will be the Borrower for the permanent financing and Avesta Housing Development Corporation will be a Guarantor.

APPLICANT'S ADDRESS: 307 Cumberland Avenue, Portland, Maine

PROJECT LOCATION: 89 Elm Street, Portland, Maine

LOAN REQUEST: \$2,100,000

INTEREST RATE: Fixed at 1.0%

TERM: 30 Years with a 40-year amortization (matches the terms of MSHA)

PURPOSE: Funding the remediation costs of contamination at 89 Elm St. Portland. Estimated cost of cleanup is \$2,600,000. The balance of funding is expected to come from a \$500,000 Brownfield grant that is under application.

OVERVIEW:

Avesta Housing Development Corporation (Avesta) is a 501(c)3 non-profit organization that started in 1972 as York-Cumberland Housing. It changed its name in 2003 to Avesta Housing to reflect its growing geographic reach and move the headquarters from Gorham to Portland. The organization is the largest nonprofit affordable housing provider in Northern New England with more than 100 developed properties under management, providing homes to more than 5,000 people with a staff of more than 300. The 17-member Board of Directors are all recognized local industry leaders with a number having served or are serving as members of the PDC Loan Committee.

The current project is phase 1A of the Bayside Master Development Plan that has been approved by the City of Portland Planning Board. This plan proposes the creation of 800 new units of rental housing along with mixed-use community spaces, significant new green spaces, increased pedestrian access and connectivity throughout the Bayside neighborhood. The master plan includes five phases of development to take place over ten years. It includes 7 new buildings, 200 affordable units, 600 market-rate units, and 28,500 square feet of commercial space. Along with new construction there will be renovations to existing commercial and institutional buildings, as well as the retrofitting of the Public Market garage with infill retail and amenity use. The development was done in collaboration with Reveler Development and Port Property, Stantec's Urban Places Studio, Penobscot General Contractors, and Acorn Engineering.

Phase 1A proposes a redevelopment of three existing parcels that are currently used as a surface parking lot, into an 8-story building featuring 201 affordable housing units and three ground level retail spaces of 4,500 square feet along Lancaster and Oxford Streets. These affordable units will satisfy the 25% inclusionary zoning requirement for the larger 800-unit Bayside Master Development Plan. The land is planned to be purchased in December 2024 with a construction period of 24 months ending December 2026, and 2027 will be a year of stabilization during which the property is leased up. Permanent financing is contemplated for January 2028.

SOURCES		USES	
Maine State Housing mtg.	\$45,243,000	Purchase land	\$4,000,000
Brownfield Loan	2,100,000	Construction Costs	63,410,878
Brownfield Grant	500,000	Contingency	3,170,544 (5%)
LIHTC/Solar Equity	35,470,529	Developer Fee/Overhead	750,000
--		Soft Costs	11,518,531
TOTAL	\$82,849,953		\$82,849,953

Applications are being completed for submission to Maine State Housing for construction and permanent financing and for the Low-Income Housing Tax Credit. MSHA has issued a Notice of Intent and has allocated the funds. The construction cost was estimated by Penobscot General Contractors. The cost for the 160,378 sq. Ft. building is \$518 per sq. ft.

A Phase I ESA is expected to be completed by Fall 2024 prior to closing, and is a pre-closing loan closing condition by MSHA. A prior Phase I was completed by Ransom Consulting in 2021 and a Phase II ESA was completed by TRC in 2023. They are the basis for the current cleanup cost estimate. They found evidence of environmental hazards to include abandoned underground storage tanks (UST), lead, and arsenic in the soil. The recommendations of this prior report are incorporated into the project costs. An acceptable review of the Phase 1 ESA required by MSHA will be a condition of approval. The environmental cleanup is expected to begin October 2024.

FINANCIAL OVERVIEW: The provided financial information includes the Avesta Housing Development Corporation 2020 to 2022 CPA audited statements, the 2023 fiscal management prepared statements, the 2024 year to date management prepared statements and compared to the same period of the prior year and a five-year projected income and expenses for this project. The major pertinent findings are as follows:

Avesta Housing Development Corporation (000)

	2020	2021	2022	2023
Current Assets	\$14,226	\$18,905	\$16,884	\$19,655
Current Liabilities	22,922	19,115	38,549	7,636
Working Capital	(8,696)	(210)	(21,665)	12,019
Total Assets	329,033	356,454	399,206	420,033
Total Debt	179,995	194,279	233,278	238,969
Net Assets	149,039	162,175	165,928	181,064
Debt Worth Ratio	1.2	1.2	1.4	1.3

Revenues	42,770	47,893	51,563	66,416
Net Income	(2,873)	(1,126)	(3,975)	(3,687)
EBITA	11,586	14,276	12,609	14,151
Debt Service	19,685	17,026	33,055	8,456
Excess Cash Flow.	(8,099)	(2,750)	(20,446)	5,695

May 2024 Year to Date	2023	2024
Revenues	\$27,432	\$31,487
Expenses	29,435	33,542
Net	(2,003)	(2,055)
EBITA	5,147	6,278
Debt Service	3,523	4,411
Excess	1,624	1,827
Working Capital		10,052
Current Ratio		1.99
Debt/Worth		1.3

The financial trend is somewhat difficult to understand given the ongoing projects that are in development. The growth in revenues from \$42,770K in 2020 to \$66,416k or by 53% is due to the ongoing development of new residential units. This high growth is in response to the critical need for additional affordable housing in the Portland market as evidenced by the 5,318 households currently on Avesta's waitlist.

The organization reports negative working capital and debt service coverage from 2020 – 2023. This is due to timing of the projects in development. The timing, mostly in equity coming into a project, was not as much of a consideration in 2023 and is more indicative of the organization's financial position absent the timing impact of projects in development. The current portion of long-term debt goes from \$27,358k in 2022 to \$8,409 in 2024, \$4,512k in 2025, \$3,744k in 2026 and \$3,229 in 2027 per the notes in the 2022 CPA Audit. This supports 2023 being more indicative on ongoing operations. It is also important to note that, throughout this period, the Net Asset position has continued to improve while keeping the debt worth ratio at a relatively low 1.2 to 1.3%. A condition of approval will be an acceptable review of the 2023 CPA Audited Financial Statements.

- The net working capital position is adequate at \$10,052M with a 2.0 current ratio as of 5/30/24. This is stronger than the industry average and should be adequate to help fund any cost overruns. The current contingency is 5% and the working capital equals 15% of the construction cost.
- The balance sheet is well capitalized with \$181,760M in net assets and a 1.3 debt/worth ratio as of 5/30/24. The organization has maintained a 1.2 to 1.3 debt worth ratio from 2020 to May 2024.
- The debt service coverage ratio was reasonably strong in 2023 at 1.7% with excess cash flow of \$5,695k.

Project/Operating Budget:

	2027	2028	2029
Income	\$3,339	\$3,406	\$ 3,474
Expenses	2,452	1,877	1,933
Net	886	1,529	1,541
Debt Service	937	1,284	1,284
Excess	(51)	245	257
Debt Service Coverage	Neg	1.22	1.24

The application included cash flow projections for 5 years. A feasibility study is in process and a condition of approval. Operations are stabilized by the end of the first year with debt service coverage of 1.22 starting in 2028. Occupancy is low risk given the recognized need for additional housing especially affordable housing in the state and Portland market. There were 6,544 applications in 2023 and 5,318 households on waitlists for affordable housing units.

COLLATERAL: A third mortgage on the commercial real estate located at 89 Elm, Portland subject to prior debt of \$45,243k with MSHA. The MSHA prior mortgages and this requested Brownfields loan is 58% of the cost basis.

The appraised value is expected to be less than the cost basis due to the rents being capped below market. I have not set a condition of a minimum appraised value given the low debt to cost of project ratio and significant capitalization. However, a condition of approval is an acceptable review of the appraisal report.

It is anticipated that the MSHA loans and this Brownfield request will close at the same time and this Brownfield loan of \$2,100K will have a third mortgage position to the construction loan. There is an expected intercreditor agreement that will subordinate the Brownfield loan to the \$45,243k of permanent long-term financing upon completion of construction and funding of the permanent financing.

CONDITIONS:

- Acceptable review of final project budget to include the remediation costs prior to closing
- If a VRAP, letter of completion of clean up
- Acceptable review of commitments letters from all other sources of financing and reasonable assurances from those sources that either all major preclosing conditions have been met or are expected to be met prior to closing.
- Acceptable review of the appraisal and feasibility/market study report required by MSHA prior to closing.
- Acceptable review of the 2023 CPA Audited Statements

STRENGTHS / WEAKNESSES:

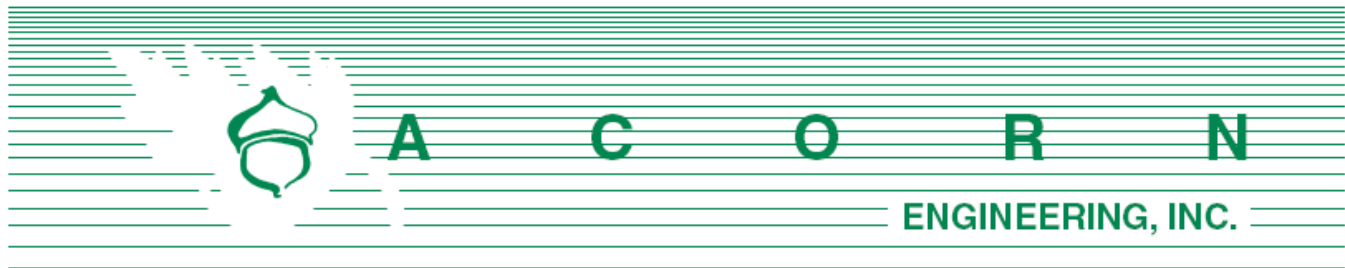
- Project equity of 42%
- Avesta has a strong long-term history in development and management of similar projects
- Avesta is both financially strong and able to support project with \$5,695k in excess cash flow and \$10,052k in working capital

- Portland has a housing shortage and there is a significant waiting list for both market and subsidized rental units.
- Debt service coverage for this project is projected at 1.22 after stabilization
- Collateral position is 58% of the project cost.
- Collateral position, while adequate on a cost basis, is subject to \$45,243k of prior mortgage debt and the appraised value is expected to be less than cost given the cap on rents.

RECOMMENDATION: I recommend approval based on the above noted strengths subject to the above conditions. It should be noted that this project is still in the planning stage and could be subject to change. Any change is expected to be minor and should not impact the recommendation or the proposed conditions. I have focused on the adequacy of capitalization (42%) of the project, the capability of management and assuring that our collateral position is appropriate.

I suggest, prior to closing, that staff provide a report to the loan committee on the satisfaction of the above conditions and confirm that the projected 1.22 debt service coverage ratio is maintained.

This recommendation assumes and is subject to compliance to all requirements under the Brownfield Program especially as it relates to the disbursement of loan funds.



Department of Planning & Urban Development
Attn: Zach Powell, Senior Planner
City of Portland, Maine
389 Congress Street, 4th Floor
Portland, ME 04101

February 6, 2025

Subject: West Bayside Master Development Plan
Major Amendment

Zach:

On behalf of Reveler Development, we are pleased to submit the accompanying package of materials for a Major Amendment to the approved West Bayside Master Development Plan (MDP). The MDP proposed multiple phases of development in the form of a 10-year vision which was approved by the City of Portland Planning Board as PL-002315-2022 on June 26, 2023. Since that time, Phase 1A has been permitted through its Major Site Plan process and recently began construction.

Looking ahead to the remaining phases of the MDP, the progress thus far has unearthed what the development team believes are new opportunities to better execute on the comprehensive vision and corresponding general program that was approved in 2023. This Major Amendment generally proposes modifications to the phasing sequence of the individual sites in the MDP and some redistribution of unit counts throughout the various phases.

While the Amendment will have no effect on total residential unit count and minimal effect on proposed public and private green space, the practical effect will be to expedite the 217 new residential units in the revised Phase 1B. A detailed chart is included on the next page which outlines the proposed changes by phase.

The applicant and the design team look forward to your review of this Amendment. In tandem with this Amendment, we have filed a Major Site Plan application for Phase 1B (61 Preble Street), as previously discussed with Planning Staff. If you have any questions regarding the plans or submission materials, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sam Lebel'.

Sam Lebel, P.E.
Project Manager
Acorn Engineering, Inc.

West Bayside MDP Amendment

Principles and Proposed Conditions to Remain Unchanged

Proposed street typologies to remain, including materials, furnishing and design guidelines. This includes the proposed linear parklet along Lancaster Street.
Major publicly accessible open space at 163 Lancaster Street.
Majority of open space typologies to remain
201 Inclusionary Zoning units are to remain within the Phase 1A (89 Elm) building (currently under construction), representing 25% of the overall residential development.
Overall visioning of the development and comprehensive planning effort to remain unchanged.

Proposed Changes by Phase

Phase	Proposed Changes
1A [89 Elm]	Reduction of retail area from 5,127 sf to 3,350 sf as documented in a minor site plan amendment approved by City Staff in 2024.
1B [61 Preble]	- Phase relocated from 196 Lancaster St to 61 Preble (formerly 60 Elm) - Development and footprint have been expanded to merge both the 60 Elm St and 62 Elm St parcels (forming 61 Preble in coordination with PFD) and construct a building that spans both lots. The existing building at 62 Elm St previously shown to be preserved will now be demolished to facilitate the redevelopment - The unit count will increase from 90 to 217 units - The retail area in the building will increase from 1,500 sf to 2,000 sf
2 [196 Lancaster]	- Phase relocated from 60 Elm St to 196 Lancaster St - The unit count will decrease from 140 to 123 units
3 [149 Lancaster]	- Phase relocated from 315 Cumberland Ave to 149 Lancaster St - Unit count will increase from 125 to 133 residential units
4 [315 Cumberland]	Relocated from 149 Lancaster St to the 315 Cumberland Ave garage infill
5A [195 Lancaster]	Residential unit count will decrease from 50 to 36
5B [163 Lancaster]	Residential unit count will decrease from 120 to 70
5C [235 Oxford]	- Building footprint has been reduced - Existing building on the corner of Preble and Oxford Streets previously shown to be demolished will now be preserved - Unit count will decrease from 78 to 24 units - Retail area has been eliminated from this Phase



CITY OF PORTLAND
Planning & Urban Development Department

PLAN AMENDMENT FOR MAJOR AND MINOR SITE PLANS

GENERAL DOCUMENT AND DRAWINGS CHECKLIST

Please submit each document as a separate PDF file

Please confirm by electronically checking the boxes to the left

All drawings must be submitted in a 24 x 36 sheet size.

GENERAL APPLICATION DOCUMENTS

☒	NA	Written Statement of the Proposed Amendment(s) (Identify any conditions of approval being met and any changes to waivers)
☒	NA	Any supporting documents of the original application that are being revised. (Revisions should be clearly identified)
DRAWINGS		
☒	NA	All amended plans affected by the proposed revisions. The plans shall clearly depict proposed modifications.

Evidence of Right, Title and Interest

See attached deeds showing ownership for the proposed development parcels.



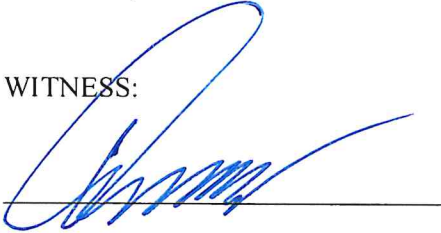
MAINE REAL ESTATE TAX PAID

DLN: _____
QUITCLAIM DEED WITH COVENANT
 Maine Statutory Short Form

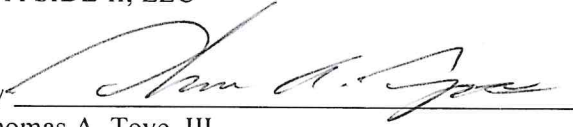
KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE II, LLC**, a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **73 ELM STREET LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside II, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:



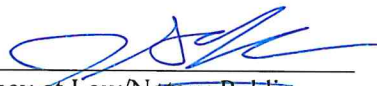
BAYSIDE II, LLC

By 
 Thomas A. Toye, III
 Its: Sole Member

STATE OF MAINE
 COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Bayside II, LLC.


 Attorney at Law/Notary Public

Printed Name

Jason G. Howe, Esq.
 Bar No. 0004860

Received
Recorded Register of Deeds
Oct 13, 2022 02:29:58P
Cumberland County
Jessica M. Spaulding

EXHIBIT A
(Legal Description, Parcel to 73 Elm Street LLC)

A CERTAIN LOT OR PARCEL OF LAND WITH THE IMPROVEMENTS THEREON SITUATED ON THE NORTHEASTERLY SIDELINE OF ELM STREET AND THE NORTHWESTERLY SIDE OF OXFORD STREET IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND AND STATE OF MAINE AS SHOWN PLAN TITLED "LAND DIVISION PLAN BAYSIDE II, LLC" MADE FOR RECORD OWNER BAYSIDE II, LLC BY OWEN HASKELL, INC. DATED SEPTEMBER 14, 2022, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHWESTERLY SIDELINE OF OXFORD STREET AND THE NORTHEASTERLY SIDELINE OF ELM STREET;

THENCE, N 43° 45' 13" W ALONG SAID SIDELINE OF SAID ELM STREET 111.92 FEET; THENCE, THE FOLLOWING COURSES AND DISTANCES THROUGH THE LAND OF THE GRANTOR:

N 46° 08' 15" E A DISTANCE OF 90.10 FEET;

S 43° 54' 25" E A DISTANCE OF 31.26 FEET;

N 49° 53' 31" E A DISTANCE OF 55.81 FEET TO THE WESTERLY CORNER OF LAND NOW OR FORMERLY OF DAVID B. NOWLIN AS DESCRIBED IN DEED BOOK 25148, PAGE 336;

THENCE, S 42° 36' 35" E ALONG THE LAND OF SAID NOWLIN 83.34 FEET TO THE NORTHWESTERLY SIDELINE OF SAID OXFORD STREET;

THENCE, S 48° 38' 53" W ALONG THE SIDELINE OF OXFORD STREET 144.34 FEET TO THE POINT OF BEGINNING, CONTAINING 14,879 S.F. OR 0.34 ACRES. MORE OR LESS.

BEARINGS ARE REFERENCED TO CITY GRID.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING A PORTION OF THE LAND DESCRIBED AS PARCEL 2 CONVEYED TO BAYSIDE II, LLC BY QUITCLAIM DEED OF OCTOBER CORPORATION, DATED JANUARY 26, 2000 AND RECORDED IN SAID REGISTRY OF DEEDS IN BOOK 15298, PAGE 144.

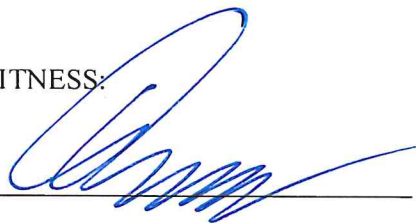
MAINE REAL ESTATE TAX PAID

DLN: _____
QUITCLAIM DEED WITH COVENANT
 Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE II, LLC**, a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **89 ELM STREET LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

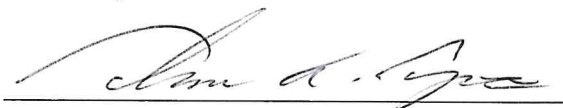
IN WITNESS WHEREOF, the said Bayside II, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:



BAYSIDE II, LLC

By



Thomas A. Toye, III

Its: Sole Member

STATE OF MAINE
 COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Bayside II, LLC.


 Attorney at Law/Notary Public

Printed Name

Jason G. Howe, Esq.
 Bar No. 0004860

EXHIBIT A
(Legal Description, Parcel 2)

A CERTAIN LOT OR PARCEL OF LAND, WITH THE IMPROVEMENTS THEREON SITUATED ON THE NORTHEASTERLY SIDELINE OF ELM STREET, THE SOUTHEASTERLY SIDELINE OF LANCASTER STREET EAST AND THE SOUTHWESTERLY SIDELINE OF CEDAR STREET AND IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND AND STATE OF MAINE AS SHOWN ON A PLAN TITLED "LAND DIVISION PLAN BAYSIDE II, LLC" MADE FOR RECORD OWNER BAYSIDE II, LLC BY OWEN HASKELL, INC. DATED SEPTEMBER 14, 2022, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY SIDELINE OF LANCASTER STREET EAST AND THE NORTHEASTERLY SIDELINE OF ELM STREET;

THENCE, N 49° 39' 27" E ALONG SAID SIDELINE OF LANCASTER STREET EAST 210.57 FEET TO THE SOUTHWESTERLY SIDELINE OF CEDAR STREET;

THENCE, S 43° 29' 51" E ALONG SAID SIDELINE OF CEDAR STREET 40.00 FEET TO THE NORTHEASTERLY CORNER OF LAND NOW OR FORMERLY OF BAYSIDE IV, LLC AS DESCRIBED IN DEED BOOK 35293, PAGE 78;

THENCE, THE FOLLOWING COURSES AND DISTANCES ALONG SAID BAYSIDE IV, LLC LAND:

S 49° 39' 26" W A DISTANCE OF 117.00 FEET;

S 42° 13' 00" E A DISTANCE OF 39.96 FEET;

N 49° 39' 26" E A DISTANCE OF 117.89 FEET TO THE SOUTHWESTERLY SIDELINE OF SAID CEDAR STREET;

THENCE, S 43° 29' 51" E ALONG THE SIDELINE OF CEDAR STREET 39.34 FEET TO THE NORTHERLY CORNER OF LAND NOW OR FORMERLY OF AMELIA A. LABRECK AS DESCRIBED IN DEED BOOK 37970, PAGE 11;

THENCE, BY THE FOLLOWING COURSES AND DISTANCES ALONG SAID LABRECK LAND:

S 48° 42' 12" W A DISTANCE OF 118.73 FEET;

S 42° 13' 00" E A DISTANCE OF 40.00 FEET;

N 48° 41' 30" E A DISTANCE OF 119.62 FEET TO THE SIDELINE OF SAID CEDAR STREET;

THENCE, S 43° 29' 51" E ALONG THE SIDELINE OF CEDAR STREET 80.62 FEET TO THE NORTHERLY CORNER OF LAND NOW OR FORMERLY OF DAVID B. NOWLIN AS DESCRIBED IN DEED BOOK 25148, PAGE 336;

THENCE, S 48° 41' 30" W ALONG SAID NOWLIN LAND 63.30 FEET;

THENCE, THE FOLLOWING COURSES AND DISTANCES THROUGH THE LAND OF THE GRANTOR:

S 49°53'31" W A DISTANCE OF 55.81 FEET;

N 43°54'25" W A DISTANCE OF 31.26 FEET;

S 46°08'15" W A DISTANCE OF 90.10 FEET TO THE NORTHEASTERLY SIDELINE OF SAID ELM STREET;

THENCE, N 43°45'13" W ALONG THE SIDELINE OF ELM STREET 215.15 FEET TO THE POINT OF BEGINNING, CONTAINING 38,462 S.F. OR 0.88 ACRES, MORE OR LESS.

BEARINGS ARE REFERENCED TO CITY GRID.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING A PORTION OF THE LAND DESCRIBED AS PARCEL 2 CONVEYED TO BAYSIDE II, LLC BY QUITCLAIM DEED OF OCTOBER CORPORATION, DATED JANUARY 26, 2000 AND RECORDED IN SAID REGISTRY OF DEEDS IN BOOK 15298, PAGE 144.

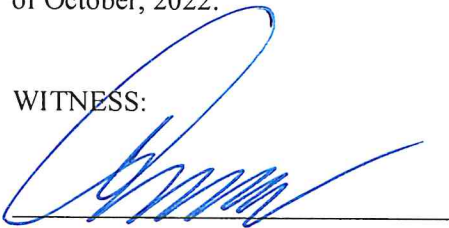
Received
Recorded Register of Deeds
Oct 13, 2022 02:30:55P
Cumberland County
Jessica M. Spaulding

DLN: _____
QUITCLAIM DEED WITH COVENANT
Maine Statutory Short Form

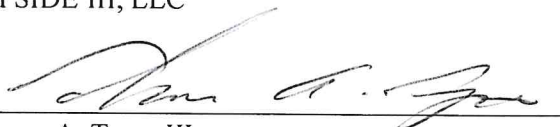
KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE III, LLC**, a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **197 OXFORD STREET LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside III, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:



BAYSIDE III, LLC

By 
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Bayside III, LLC.


Attorney at Law/Notary Public

Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

MAINE REAL ESTATE TAX PAID

EXHIBIT A
(Legal Description, Parcel 1)

A CERTAIN PARCEL OF LAND, TOGETHER WITH THE IMPROVEMENTS THEREON, SITUATED ON THE NORTHWESTERLY SIDE OF OXFORD STREET IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE, AND SHOWN AS PARCEL 1 ON ALTA/ACSM LAND TITLE SURVEY ON CEDAR STREET, CHESTNUT STREET, ELM STREET AND OXFORD STREET, PORTLAND, MAINE FOR BAYSIDE III, LLC BY OWEN HASKELL, INC., DATED JANUARY 24, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 200, PAGE 42 (THE "PLAN"), BOUNDED AND DESCRIBED AS FOLLOWS:

THENCE S 48° 37' 47" W ALONG THE SIDELINE OF OXFORD STREET 167.19 FEET;

THENCE N 43° 29' 51" W 67.00 FEET;

THENCE N 48° 37' 47" E 35.54 FEET;

THENCE N 00° 14' 40" E 2.72 FEET;

THENCE N 52° 33' 00" E 18.73 FEET;

THENCE N 41° 16' 13" W 3.10 FEET;

THENCE N 49° 06' 44" E 109.65 FEET TO THE SOUTHWESTERLY SIDELINE OF CHESTNUT STREET;

THENCE S 44° 38' 26" E 70.00 FEET TO THE POINT OF BEGINNING.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING A PORTION OF THE PREMISES CONVEYED TO BAYSIDE III, LLC BY QUITCLAIM DEED FROM OCTOBER CORPORATION, DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 193.

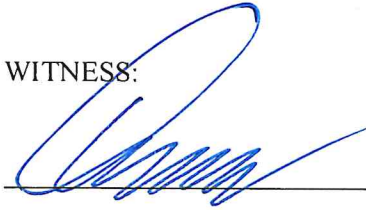
Received
Recorded Register of Deeds
Oct 13, 2022 02:32:29P
Cumberland County
Jessica M. Spaulding

DLN: _____
QUITCLAIM DEED WITH COVENANT
Maine Statutory Short Form

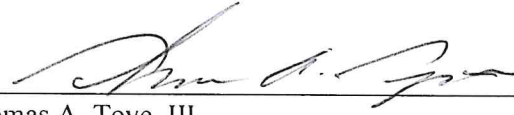
KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE IV, LLC**, a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **89 ELM STREET LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside IV, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:



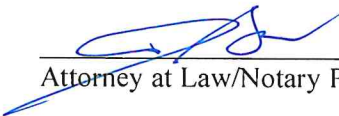
BAYSIDE IV, LLC

By 
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Bayside IV, LLC.


Attorney at Law/Notary Public

Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

MAINE REAL ESTATE TAX PAID

EXHIBIT A
(Legal Description, Parcel 5- 50 Cedar Street)

A CERTAIN LOT OR PARCEL OF LAND WITH ALL THE BUILDINGS THEREON, SITUATED ON THE SOUTHWESTERLY SIDE OF CEDAR STREET, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND AND STATE OF MAINE, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A STAKE ON THE LINE OF SAID STREET DISTANT TWO HUNDRED FORTY-FOUR AND FOUR TENTHS (244.4) FEET NORTHWESTERLY FROM OXFORD STREET AT THE NORTHERLY CORNER OF LAND SOLD BY THE ADMINISTRATOR OF WILLIAM WEBB'S ESTATE TO JOSIAH M. HASKELL AND RUNNING THENCE NORTHWESTERLY BY SAID CEDAR STREET FORTY (40) FEET TO A STAKE;

THENCE SOUTHWESTERLY ON A LINE PARALLEL WITH THE NORTHWESTERLY SIDE OF SAID HASKELL'S LAND ONE HUNDRED SEVENTEEN (117) FEET, MORE OR LESS, TO THE SOUTHWESTERLY SIDELINE OF LAND OF WHICH THE SAID WEBB DIED SEIZED;

THENCE SOUTHEASTERLY BY SAID SOUTHWESTERLY SIDELINE OF SAID WEBB'S LAND TO MOST WESTERLY CORNER OF SAID HASKELL'S LOT;

THENCE NORTHEASTERLY BY SAID HASKELL'S LAND ONE HUNDRED SEVENTEEN (117) FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BEING THE SAME PREMISES CONVEYED BY DEED DATED NOVEMBER 16, 2018 FROM 50 CEDAR STREET, LLC, TO BAYSIDE IV, LLC, AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 35293, PAGE 77, AND BY DEED RECORDED IN SAID REGISTRY AT BOOK 35293, PAGE 78.

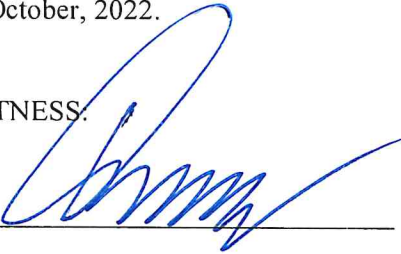
Received
Recorded Register of Deeds
Oct 13, 2022 02:35:36P
Cumberland County
Jessica M. Spaulding

DLN: _____
QUITCLAIM DEED WITH COVENANT
Maine Statutory Short Form

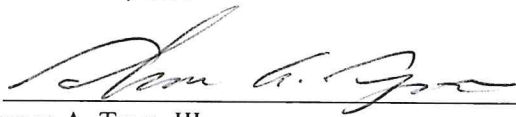
KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE IV, LLC**, a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **149 LANCASTER STREET LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside IV, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:



BAYSIDE IV, LLC

By 
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE_____
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Bayside IV, LLC.



Attorney at Law/Notary Public

Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

MAINE REAL ESTATE TAX PAID

EXHIBIT A
(Legal Description, Parcel 1)

A CERTAIN LOT OR PARCEL OF LAND, TOGETHER WITH THE IMPROVEMENTS THEREON, SITUATED ON THE NORTHWESTERLY SIDE OF LANCASTER STREET AND THE NORTHEASTERLY SIDE OF CHESTNUT STREET, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, AND STATE OF MAINE, AND SHOWN AS PARCEL 1 ON ALTA/ACSM LAND TITLE SURVEY ON CEDAR STREET, LANCASTER STREET EAST, CHESTNUT STREET AND OXFORD STREET, PORTLAND, MAINE FOR BAYSIDE IV, LLC BY OWEN HASKELL, INC., DATED JANUARY 24, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 200, PAGE 43 (THE PLAN), BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY SIDE OF SAID CHESTNUT STREET AND THE NORTHWESTERLY SIDE OF LANCASTER STREET;

THENCE BY THE NORTHEASTERLY SIDE OF CHESTNUT STREET N 44° 38' 26" W, A DISTANCE OF 165.33 FEET, TO THE SOUTHEASTERLY SIDE OF KENNEBEC STREET;

THENCE BY THE SOUTHEASTERLY SIDE OF SAID KENNEBEC STREET N 49° 02' 07" E, A DISTANCE OF 84.95 FEET, TO THE NORTHWESTERLY CORNER OF LAND CONVEYED TO E. PERRY IRON AND METAL CO. AS DESCRIBED IN THE DEED RECORDED IN SAID REGISTRY OF DEEDS IN BOOK 12604 PAGE 268;

THENCE BY LAND NOW OR FORMERLY OF SAID E. PERRY IRON AND METAL CO. ON THE FOLLOWING COURSES:

S 40° 57' 53" E, A DISTANCE OF 117.11 FEET;

N 49° 02' 47" E, A DISTANCE OF 40.11 FEET;

S 43° 43' 01" E, A DISTANCE OF 47.93 FEET, TO THE NORTHWESTERLY SIDE OF SAID LANCASTER STREET;

THENCE BY THE NORTHWESTERLY SIDE OF SAID LANCASTER STREET S 49° 02' 07" W, A DISTANCE OF 116.76 FEET TO THE POINT OF BEGINNING.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING THE LAND DESCRIBED AS PARCEL 1 IN DEED FROM OCTOBER CORPORATION TO BAYSIDE IV, LLC DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 242.

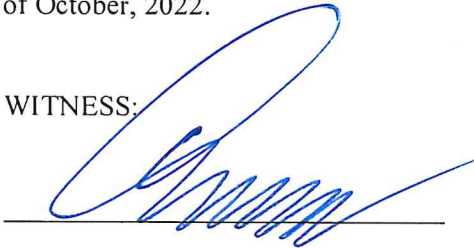
Received
Recorded Register of Deeds
Oct 13, 2022 02:34:34P
Cumberland County
Jessica M. Spaulding

DLN: _____
QUITCLAIM DEED WITH COVENANT
Maine Statutory Short Form

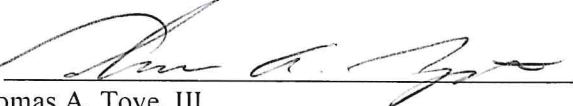
KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE IV, LLC**, a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **197 OXFORD STREET LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside IV, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:



BAYSIDE IV, LLC

By 
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Bayside IV, LLC.



Attorney at Law/Notary Public

Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

MAINE REAL ESTATE TAX PAID

EXHIBIT A
(Legal Description, Parcel 4)

A CERTAIN PARCEL OF LAND, TOGETHER WITH THE IMPROVEMENTS THEREON, SITUATED ON THE NORTHWESTERLY SIDE OF OXFORD STREET, AND THE NORTHEASTERLY SIDE OF CEDAR STREET IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND STATE OF MAINE AND SHOWN AS PARCEL 4 ON ALTA/ACSM LAND TITLE SURVEY ON CEDAR STREET, LANCASTER STREET EAST, CHESTNUT STREET AND OXFORD STREET, PORTLAND, MAINE FOR BAYSIDE IV, LLC BY OWEN HASKELL, INC., DATED JANUARY 24, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 200, PAGE 43 (THE PLAN), BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY SIDELINE OF OXFORD STREET AND THE NORTHEASTERLY SIDELINE OF CEDAR STREET;

THENCE N 43° 29' 51" W ALONG THE SIDELINE OF CEDAR STREET 64.50 FEET;
THENCE N 48° 37' 47" E 57.00 FEET;
THENCE S 43° 29' 51" E 64.50 FEET TO THE NORTHWESTERLY SIDELINE OF OXFORD STREET;
THENCE S 48° 37' 47" W ALONG SAID SIDELINE 57.00 FEET TO THE POINT OF BEGINNING.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING THE LAND DESCRIBED AS PARCEL 4 IN DEED FROM OCTOBER CORPORATION TO BAYSIDE IV, LLC DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 242.

EXHIBIT A
(Legal Description, Parcel 3)

A CERTAIN PARCEL OF LAND, TOGETHER WITH THE IMPROVEMENTS THEREON. SITUATED ON THE SOUTHWESTERLY SIDE OF CHESTNUT STREET AND THE SOUTHEASTERLY SIDE OF HALL'S COURT, SO CALLED, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE AND SHOWN AS PARCEL 3 ON ALTA/ACSM LAND TITLE SURVEY ON CEDAR STREET, LANCASTER STREET EAST, CHESTNUT STREET AND OXFORD STREET, PORTLAND, MAINE FOR BAYSIDE IV, LLC BY OWEN HASKELL, INC., DATED JANUARY 24, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 200, PAGE 43 (THE PLAN), BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY SIDELINE OF CHESTNUT STREET AND THE SOUTHEASTERLY SIDELINE OF HALL'S COURT;

THENCE S 44° 38' 26" E ALONG THE SIDELINE OF CHESTNUT STREET 78.04 FEET;
THENCE S 49° 06' 44" W 108.67 FEET;
THENCE S 43° 14' 05" E 39.95 FEET;
THENCE S 41° 16' 13" E 3.10 FEET;
THENCE S 52° 33' 00" W 18.73 FEET;
THENCE S 00° 14' 40" W 2.72 FEET;
THENCE S 48° 37' 47" W 35.54 FEET;
THENCE N 43° 29' 51" W 33.00 FEET;
THENCE S 48° 37' 47" W 57.00 FEET TO THE NORTHEASTERLY SIDELINE OF CEDAR STREET;
THENCE N 43° 29' 51" W ALONG SAID SIDELINE 23.00 FEET;
THENCE N 48° 37' 47" E 113.42 FEET;
THENCE N 43° 14' 05" W 58.51 FEET TO THE SOUTHEASTERLY SIDELINE OF HALL'S COURT;
THENCE ALONG SAID SIDELINE THE FOLLOWING COURSES AND DISTANCES:
N 33° 50' 09" E 19.40 FEET;
N 42° 14' 19" E 19.88 FEET;
N 49° 19' 48" E 68.00 FEET TO THE POINT OF BEGINNING.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING THE LAND DESCRIBED AS PARCEL 3 IN DEED FROM OCTOBER CORPORATION TO BAYSIDE IV, LLC DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 242.

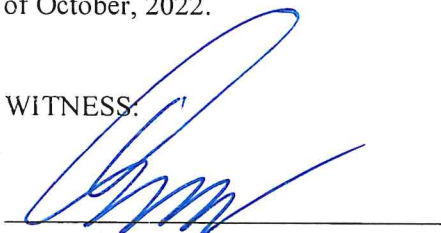
Received
Recorded Register of Deeds
Oct 13, 2022 02:33:19P
Cumberland County
Jessica M. Spaulding

DLN: _____
QUITCLAIM DEED WITH COVENANT
 Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE I, LLC**, a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **60 ELM STREET LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

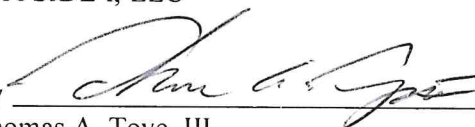
IN WITNESS WHEREOF, the said Bayside I, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:



BAYSIDE I, LLC

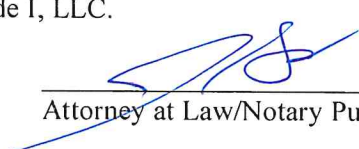
By


 Thomas A. Toye, III
 Its: Sole Member

STATE OF MAINE
 COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Bayside I, LLC.


 Attorney at Law/Notary Public

Printed Name

Jason G. Howe, Esq.
 Bar No. 0004860

MAINE REAL ESTATE TAX PAID

EXHIBIT A
(Legal Description, 60 Elm Street)

A CERTAIN LOT OR PARCEL OF LAND SITUATED ON THE WESTERLY SIDE OF ELM STREET AND SOUTHERLY SIDE OF OXFORD STREET IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, AND STATE OF MAINE, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY SIDE OF ELM STREET AND SOUTHERLY SIDE OF OXFORD STREET, THENCE, S 43° 40' 43" E ALONG THE WESTERLY SIDELINE OF ELM STREET A DISTANCE OF 122.92 FEET TO LAND NOW OR FORMERLY OF NORTHEAST INVESTORS, LLC (aka NORTHEAST INVESTORS (MAINE), LLC) AS DESCRIBED IN DEED BOOK 32422, PAGE 197;

THENCE, S 47° 21' 26" W ALONG LAND OF SAID NORTHEAST INVESTORS, LLC A DISTANCE OF 93.70 FEET;

THENCE, N 43° 08' 59" W BY THE NORTHERLY FACE OF THE EXISTING BRICK BUILDING A DISTANCE OF 124.83 FEET TO THE SOUTHERLY SIDELINE OF SAID OXFORD STREET;

THENCE N 48° 33' 13" E ALONG THE SIDELINE OF OXFORD STREET A DISTANCE OF 92.61 FEET TO THE POINT OF BEGINNING, CONTAINING 11,535 S.F. OR 0.26 ACRES, MORE OR LESS.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING A PORTION OF THE LAND DESCRIBED AS PARCEL 1 IN DEED FROM OCTOBER CORPORATION TO BAYSIDE I, LLC DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 91.

Received
Recorded Register of Deeds
Oct 13, 2022 02:25:54P
Cumberland County
Jessica M. Spaulding

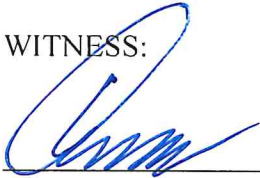
MAINE REAL ESTATE TAX PAID

DLN: _____
QUITCLAIM DEED WITH COVENANT
Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE I, LLC**, a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **196 LANCASTER STREET LLC** a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside I, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:



BAYSIDE I, LLC

By 
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Bayside I, LLC.



Attorney at Law/Notary Public

Printed Name **Jason G. Howe, Esq.**
Bar No. 0004860

Received
Recorded Register of Deeds
Oct 13, 2022 02:28:31P
Cumberland County
Jessica M. Spaulding

EXHIBIT A
(Legal Description, 196 Lancaster Street East)

A CERTAIN PARCEL OF LAND WITH THE BUILDINGS THEREON SITUATED ON SOUTHEASTERLY SIDE OF LANCASTER STREET EAST, THE SOUTHWESTERLY SIDE OF ELM STREET AND THE NORTHEASTERLY SIDE OF PREBLE STREET IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND AND STATE OF MAINE AS SHOWN PLAN TITLED "LAND DIVISION PLAN BAYSIDE I, LLC" MADE FOR RECORD OWNER BAYSIDE I, LLC BY OWEN HASKELL, INC. DATED SEPTEMBER 14, 2022, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY SIDELINE OF PREBLE STREET AND THE SOUTHEASTERLY SIDELINE OF LANCASTER STREET EAST;

THENCE, N 49° 39' 27" E ALONG THE SIDELINE OF SAID LANCASTER STREET EAST 199.65 FEET TO THE SOUTHWESTERLY SIDELINE OF ELM STREET;

THENCE, S 43° 45' 13" E ALONG THE SIDELINE OF SAID ELM STREET 134.76 FEET;

THENCE, THE FOLLOWING COURSES AND DISTANCES THROUGH THE LAND OF THE GRANTOR:

S 47° 34' 12" W A DISTANCE OF 93.02 FEET;

S 44° 45' 38" E A DISTANCE OF 7.27 FEET;

S 47° 31' 17" W A DISTANCE OF 109.53 FEET TO THE NORTHEASTERLY SIDELINE OF SAID PREBLE STREET;

THENCE, N 42° 34' 18" W ALONG THE SIDELINE OF PREBLE STREET 149.36 FEET TO THE POINT OF BEGINNING, CONTAINING 28,591 S.F. OR 0.66 ACRES, MORE OR LESS.

BEARINGS ARE REFERENCED TO CITY GRID.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING A PORTION OF THE LAND DESCRIBED AS PARCEL 2 IN DEED FROM OCTOBER CORPORATION TO BAYSIDE I, LLC DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 91.

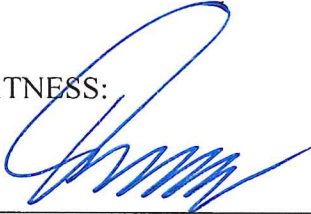
DLN: _____
QUITCLAIM DEED WITH COVENANT
Maine Statutory Short Form

MAINE REAL ESTATE TAX PAID

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE I, LLC**, a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **WBP COMMERCIAL LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

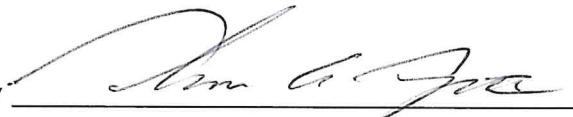
IN WITNESS WHEREOF, the said Bayside I, LLC has caused this instrument to be executed by Thomas A Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:



BAYSIDE I, LLC

By


Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Bayside I, LLC.



Attorney at Law/Notary Public

Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

EXHIBIT A
(Legal Description, 190 Lancaster Street East)

A CERTAIN PARCEL OF LAND WITH THE BUILDINGS THEREON SITUATED ON THE SOUTHWESTERLY SIDE OF ELM STREET, THE NORTHWESTERLY SIDE OF OXFORD STREET AND THE NORTHEASTERLY SIDE PREBLE STREET IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE AS SHOWN PLAN TITLED "LAND DIVISION PLAN BAYSIDE I, LLC" MADE FOR RECORD OWNER BAYSIDE I, LLC BY OWEN HASKELL, INC. DATED SEPTEMBER 14, 2022, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY SIDELINE OF PREBLE STREET AND THE NORTHWESTERLY SIDELINE OF OXFORD STREET;

THENCE, N 42°34'18" W ALONG THE SIDELINE OF SAID PREBLE STREET 182.30 FEET;

THENCE THE FOLLOWING COURSES AND DISTANCES THROUGH THE LAND OF THE GRANTOR:

N 47° 31' 17" E A DISTANCE OF 109.53 FEET;

N 44° 45' 38" W A DISTANCE OF 7.27 FEET;

N 47° 34' 12" E A DISTANCE OF 93.02 FEET TO THE SOUTHWESTERLY SIDELINE OF ELM STREET;

THENCE, S 43° 45' 13" E ALONG THE SIDELINE OF SAID ELM STREET 193.26 FEET TO THE NORTHWESTERLY SIDELINE OF SAID OXFORD STREET;

THENCE, S 48° 33' 13" W ALONG THE SIDELINE OF OXFORD STREET 206.30 FEET TO THE POINT OF BEGINNING. CONTAINING 38,301 S.F. OR 0.88 ACRES, MORE OR LESS.

BEARINGS ARE REFERENCED TO CITY GRID.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING A PORTION OF THE LAND DESCRIBED AS PARCEL 2 IN DEED FROM OCTOBER CORPORATION TO BAYSIDE I, LLC DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 91.

EXHIBIT A
(Legal Description 62 Elm Street)

A CERTAIN LOT OR PARCEL OF LAND, WITH THE BUILDINGS THEREON,
SITUATED ON THE EASTERLY SIDE OF PREBLE STREET AND SOUTHERLY SIDE OF
OXFORD STREET IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, AND
STATE OF MAINE, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY SIDE OF PREBLE STREET
AND SOUTHERLY SIDE OF OXFORD STREET, THENCE N 48° 33' 13" E ALONG THE
SOUTHERLY SIDE OF OXFORD STREET A DISTANCE OF 114.66 FEET;

THENCE, S 43° 08' 59" E BY THE NORTHERLY FACE OF THE EXISTING BRICK
BUILDING A DISTANCE OF 124.83 FEET TO LAND NOW OR FORMERLY OF
NORTHERN INVESTORS LLC AS DESCRIBED IN DEED BOOK 32422, PAGE 197;

THENCE, S 47° 21' 26" W ALONG LAND OF SAID NORTHERN INVESTORS LLC AND
BY THE FACE OF THE SAID BRICK BUILDING A DISTANCE OF 115.91 FEET TO THE
EASTERLY SIDELINE OF SAID PREBLE STREET;

THENCE, N 42° 34' 00" W ALONG THE SIDELINE OF PREBLE STREET A DISTANCE OF
127.22 FEET TO THE POINT OF BEGINNING, CONTAINING 14,526 S.F. OR 0.33 ACRES,
MORE OR LESS.

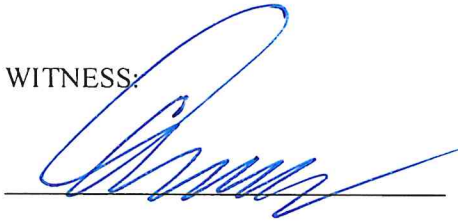
MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING A PORTION OF
THE LAND DESCRIBED AS PARCEL 1 IN DEED FROM OCTOBER CORPORATION TO
BAYSIDE I, LLC DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND
COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 91.

DLN: _____
QUITCLAIM DEED WITH COVENANT
Maine Statutory Short Form

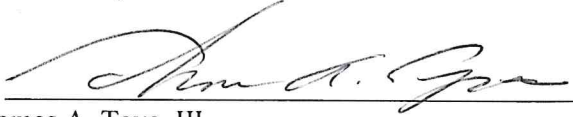
KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE II, LLC**, a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **WBP COMMERCIAL LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside II, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:



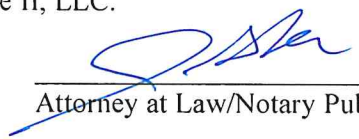
BAYSIDE II, LLC

By 
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Bayside II, LLC.



Attorney at Law/Notary Public

Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

EXHIBIT A
(Legal Description, Parcel 1)

A CERTAIN LOT OR PARCEL OF LAND, WITH THE IMPROVEMENTS THEREON, SITUATED IN THE BLOCK BOUNDED BY ELM, KENNEBEC, CHESTNUT AND LANCASTER STREETS, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND AND STATE OF MAINE AND SHOWN AS PARCEL 1 ON ALTA/ACSM LAND TITLE SURVEY ON KENNEBEC STREET, LANCASTER STREET EAST, ELM STREET, CEDAR STREET AND OXFORD STREET, PORTLAND, MAINE MADE FOR BAYSIDE II, LLC BY OWEN HASKELL, INC., DATED JANUARY 24, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 200, PAGE 41 (THE PLAN), BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION MARKING THE NORTHWESTERLY SIDE OF LANCASTER STREET AND THE NORTHEASTERLY SIDE OF ELM STREET;

THENCE, BY THE NORTHEASTERLY SIDE OF ELM STREET N 43° 46' 33" W, A DISTANCE OF 158.86' TO AN ANGLE IN SAID STREET;

THENCE, N 40° 53' 33" W, A DISTANCE OF 31.49' TO THE SOUTHEASTERLY SIDE OF KENNEBEC STREET, MARKING A NON-TANGENT POINT ON A CURVE, IN SAID STREET;

THENCE, NORTHEASTERLY BY THE SOUTHEASTERLY SIDE OF SAID KENNEBEC STREET AND BY A CURVE TO THE LEFT WHOSE RADIUS IS 695.00', AN ARC DISTANCE OF 210.01', TO A POINT OF TANGENCY;

THENCE CONTINUING BY SAID KENNEBEC STREET N 48° 56' 54' E, A DISTANCE OF 251.30', TO THE SOUTHWESTERLY SIDE OF SAID CHESTNUT STREET;

THENCE BY THE SOUTHWESTERLY SIDE OF SAID CHESTNUT STREET S 44° 38' 26" E, A DISTANCE OF 164.71' TO THE NORTHWESTERLY SIDE OF SAID LANCASTER STREET;

THENCE BY THE NORTHWESTERLY SIDE OF SAID LANCASTER STREET S 49° 39' 27" W, A DISTANCE OF 461.02', TO THE POINT OF BEGINNING.

THE PROPERTY IS SUBJECT TO A NOTICE OF ABANDONED UNDERGROUND OIL STORAGE FACILITY OR TANK NOTICE, DATED APRIL 6, 2011 AND RECORDED IN SAID REGISTRY OF DEEDS IN BOOK 28629, PAGE 238.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING THE SAME LAND DESCRIBED AS PARCEL 1 CONVEYED TO BAYSIDE II, LLC BY QUITCLAIM

DEED OF OCTOBER CORPORATION, DATED JANUARY 26, 2000 AND RECORDED IN SAID REGISTRY OF DEEDS IN BOOK 15298, PAGE 144.

EXHIBIT A
(Legal Description, Parcel 3)

A CERTAIN PARCEL OF LAND, WITH THE OF IMPROVEMENTS THEREON SITUATED ON THE SOUTHEASTERLY SIDE OF LANCASTER STREET, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE AND SHOWN AS PARCEL 3 ON ALTA/ACSM LAND TITLE SURVEY ON KENNEBEC STREET, LANCASTER STREET EAST, ELM STREET, CEDAR STREET AND OXFORD STREET, PORTLAND, MAINE MADE FOR BAYSIDE II, LLC BY OWEN HASKELL, INC., DATED JANUARY 24, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 200, PAGE 41 (THE PLAN), BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY SIDELINE OF LANCASTER STREET AND THE SOUTHWESTERLY SIDELINE OF CHESTNUT STREET;

THENCE S 44° 38' 26" E ALONG THE SIDELINE OF CHESTNUT STREET 88.08 FEET;
THENCE S 49° 39' 27" W 107.40;
THENCE N 45° 57' 49" W 3.67 FEET;
THENCE S 31° 29' 21" W 4.67 FEET;
THENCE N 43° 29' 51" W 23.77 FEET;
THENCE S 49° 39' 27" W 35.69 FEET;
THENCE N 43° 29' 51" W 28.00 FEET;
THENCE S 49° 39' 27" W 72.00 FEET TO THE NORTHEASTERLY SIDELINE OF CEDAR STREET;
THENCE N 43° 29' 51" W ALONG SAID SIDELINE 34.00 FEET TO THE SOUTHEASTERLY SIDELINE OF LANCASTER STREET;
THENCE N 49° 39' 27" E ALONG SAID SIDELINE 218.00 FEET TO THE POINT OF BEGINNING.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING THE SAME LAND DESCRIBED AS PARCEL 3 CONVEYED TO BAYSIDE II, LLC BY QUITCLAIM DEED OF OCTOBER CORPORATION, DATED JANUARY 26, 2000 AND RECORDED IN SAID REGISTRY OF DEEDS IN BOOK 15298, PAGE 144.

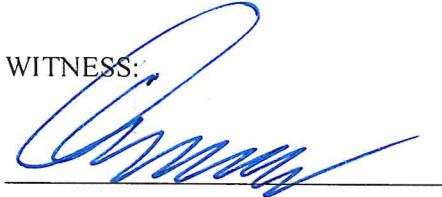
Received
Recorded Register of Deeds
Oct 13, 2022 02:22:36P
Cumberland County
Jessica M. Spaulding

DLN: _____
QUITCLAIM DEED WITH COVENANT
Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE IV, LLC**, a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **WBP COMMERCIAL LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside IV, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:



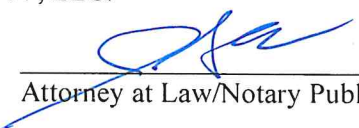
BAYSIDE IV, LLC

By 
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Bayside IV, LLC.



Attorney at Law/Notary Public

Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

MAINE REAL ESTATE TAX PAID

EXHIBIT A
(Legal Description, Parcel 2)

A CERTAIN PARCEL OF LAND, TOGETHER WITH THE IMPROVEMENTS THEREON, SITUATED ON THE SOUTHWESTERLY SIDE OF CHESTNUT STREET AND THE NORTHWESTERLY SIDE OF HALL'S COURT, SO CALLED, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE AND SHOWN AS PARCEL 2 ON ALTA/ACSM LAND TITLE SURVEY ON CEDAR STREET, LANCASTER STREET EAST, CHESTNUT STREET AND OXFORD STREET, PORTLAND, MAINE FOR BAYSIDE IV, LLC BY OWEN HASKELL, INC., DATED JANUARY 24, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 200, PAGE 43 (THE PLAN), BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY SIDELINE OF CHESTNUT STREET AND THE NORTHWESTERLY SIDELINE OF HALL'S COURT;

THENCE S 49° 19' 48" W ALONG THE SIDELINE OF HALL'S COURT 112.65 FEET;

THENCE N 43° 29' 51" W 31.09 FEET;

THENCE N 49° 39' 27" E 112.08 FEET TO THE SOUTHWESTERLY SIDELINE OF CHESTNUT STREET;

THENCE S 44° 38' 26" E 30.48 FEET TO THE POINT OF BEGINNING.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING THE LAND DESCRIBED AS PARCEL 2 IN DEED FROM OCTOBER CORPORATION TO BAYSIDE IV, LLC DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 242.

Received
Recorded Register of Deeds
Oct 13, 2022 02:21:12P
Cumberland County
Jessica M. Spaulding

QUITCLAIM DEED WITH COVENANT

DLN: 1002240211933

NORTHEAST INVESTORS, LLC (a/k/a NORTHEAST INVESTORS (MAINE), LLC), a Delaware limited liability company with a place of business located at PO Box 6, Kents Hill, ME 04349 (the "Grantor"), for consideration paid, grants to **WBP GARAGE LLC**, a Maine limited liability company with a mailing address: c/o Port Property Management, Inc., 82 Hanover Street, Suite 5, Portland, ME 04101, with Quitclaim Covenant, a certain parcel of land, together with buildings thereon, situated on the northerly side of Cumberland Avenue, the easterly side of Preble Street and the westerly side of Elm Street in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point on the easterly side line of Preble Street at the southwest corner of the land now or formerly of Douglas T. and Linda A. Cardente (see Cumberland County Registry of Deeds Book 6727, Page 52 and 55), which point is on the westerly extension of the southerly side of the two story brick building on the land now or formerly of Cardente;

Thence N 59° 00' 05" E by land now or formerly of Cardente and by said building and the extension thereof 209.61 feet to the westerly sideline of Elm Street;

Thence S 32° 02' 05" E by Elm Street 187.98 feet to Cumberland Avenue;

Thence S 62° 01' 40" W by Cumberland Avenue 213.54 feet to Preble Street;

Thence N 30° 55' 22" W by Preble Street 176.67 feet to the point of beginning.

Reference is made to the following surveys:

1. ALTA/ACSM Land Title Survey on Congress Street, Cumberland Avenue, Preble Street & Elm Street, Portland, Maine made for record owner October Corporation by Owen Haskell, Inc. dated August 23, 2006.

2. ALTA/ACSM Land Title Survey on Congress Street, Cumberland Avenue, Preble Street & Elm Street, Portland, Maine made for record owner GRE Congress Canal LLC dated January 10, 2007, prepared by Owen Haskell, Inc.
3. ALTA/ACSM Land Title Survey, 315 Cumberland Avenue, Portland, Maine made for Bush-Watson dated May 25, 2022 and last revised June 7, 2022, prepared by Owen Haskell, Inc.

The parcel described above is conveyed TOGETHER WITH all of Grantor's right, title and interest in and to, and SUBJECT TO the rights, easements, terms and conditions of that certain Easement Agreement between GRE Congress Canal LLC and Atlantic National Holdings, LLC dated June 2, 2008 and recorded in the Cumberland County Registry of Deeds in Book 26103, Page 335.

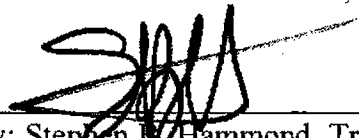
Meaning and intending to convey the premises described in deed of L. E. Springer, Inc. to Northeast Investors, LLC, a Delaware limited liability company authorized to do business in the State of Maine under the name of Northeast Investors (Maine), LLC, dated July 10, 2015 and recorded in the Cumberland County Registry of Deeds in Book 32422, Page 197.

IN WITNESS WHEREOF the said Northeast Investors, LLC has caused this deed to be executed by Stephen B. Hammond, Trustee of the Stephen B. Hammond Grantor Trust u/d November 25, 2019, its sole member duly authorized this 28th day of September, 2022.

Signed, Sealed and Delivered
in the presence of

NORTHEAST INVESTORS, LLC

Witness


By: Stephen B. Hammond, Trustee of the Stephen B. Hammond Grantor Trust
Its: Sole Member

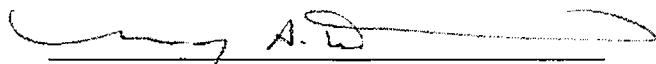
STATE OF MAINE

COUNTY OF Cumberland

Sept. 28, 2022

Personally appeared the above-named Stephen B. Hammond, in his said capacity as Trustee of the Stephen B. Hammond Grantor Trust, as Sole Member of Northeast Investors, LLC and acknowledged the foregoing instrument to be his free act and deed in said capacity, and the free act and deed of Northeast Investors, LLC.

Before me,



~~Notary Public~~/Attorney-at-Law

Printed Name: MARY A. DENISON

My Commission Expires: _____

Maine Bar No. 9301

LD/cm
NTS

MAINE REAL ESTATE TAX PAID

QUITCLAIM DEED WITH COVENANT

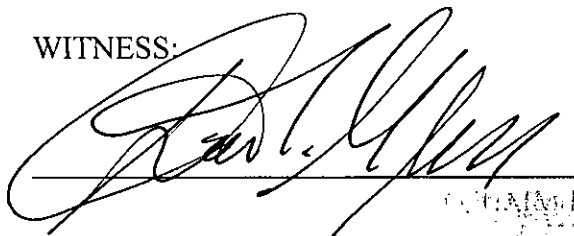
KNOW ALL BY THESE PRESENTS that J.B. BROWN & SONS, a Maine corporation, of Portland, County of Cumberland and State of Maine (the "Grantor"), for full value and consideration paid, hereby grants to SCHLOTTERBECK BLOCK LLC, a Maine limited liability company, having a mailing address 104 Grant Street, Portland, Maine 04101 (the "Grantee"), with QUITCLAIM COVENANT, certain real estate in the City of Portland, County of Cumberland and State of Maine, being more particularly described in Exhibit A attached hereto and made a part hereof.

The property hereby conveyed is subject to the encumbrances listed on Exhibit B.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the 20th day of January, 2016.

WITNESS:

J.B. BROWN & SONS



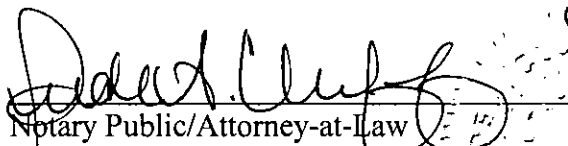
By:


 Vincent P. Veroneau
 Its President

STATE OF MAINE
 COUNTY OF CUMBERLAND

January 20th, 2016

Personally appeared before me the above-named Vincent P. Veroneau, President of J.B. Brown & Sons, and acknowledged the foregoing instrument to be his free act and deed in said capacity, and the free act and deed of J.B. Brown & Sons.


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

JUDE A. CLUFF
 NOTARY PUBLIC, MAINE
 MY COMMISSION EXPIRES OCTOBER 27, 2020

Exhibit A

A certain lot or parcel of land with the buildings thereon, situated on the easterly side of Preble Street and the westerly side of Elm Street in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning on the easterly side line of Preble Street at a point twenty-eight (28) feet northerly, measured on said line from the northerly side line of Lancaster Street, said point being the southerly corner of land conveyed by Francis Fessenden to the Portland and Rochester Railroad by deed dated June 26, 1891 and recorded in the Cumberland County Registry of Deeds in Book 582, Page 23; thence easterly on a line parallel with said Lancaster Street along the southerly line of said land conveyed by said Fessenden, one hundred two and ninety-five hundredths (102.95) feet more or less, to land conveyed by Karl N. Murch to Cushman Baking Company by deed dated December 20, 1921 and recorded in said registry in Book 1091, Page 336; thence northerly along the westerly line of said last mentioned land four and ninety-seven hundredths (4.97) feet, more or less, to the southerly line of land conveyed by Mary J.E. Clapp to the Portland and Rochester Railroad by deed dated June 29, 1891 and recorded in said registry in Book 580, Page 338; thence easterly on a line parallel with said Lancaster Street, along the southerly line of said last mentioned land ninety-five and one tenth (95.1) feet, more or less, to the westerly side line of Elm Street at a point thirty-three (33) feet northerly measured along said line of Elm Street from the northerly side line of Lancaster Street, thence northerly along said line of Elm Street one hundred twenty-one and fifty-five hundredths (121.55) feet; thence westerly on a straight line two hundred seven and fifty-eight hundredths (207.58) feet to a point on the easterly side line of Preble Street one hundred eighty-nine (189) feet northerly from point of beginning; thence southerly on said line of Preble Street to the point of beginning.

For source of title, reference is made to a Quitclaim Deed With Covenant from The Foss Company to J.B. Brown & Sons dated September 24, 2008 and recorded in the Cumberland County Registry of Deeds in Book 26354, Page 312.

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

Beginning at an iron pipe in the northeasterly sideline of Preble Street, said pipe being at the westerly corner of a parcel of land conveyed by Portland Terminal Company to Schlotterbeck & Foss Co. by deed dated December 17, 1925 and recorded in the Cumberland County Registry of Deeds in Book 1224, Page 397; thence northeasterly in the northwesterly sideline of said land of Schlotterbeck & Foss Co. a distance of two hundred seven and fifty-eight hundredths (207.58) feet, more or less, to an iron pipe in the southwesterly sideline of Elm Street, said pipe being at the northerly corner of said land of Schlotterbeck & Foss Co.; thence northwesterly in a

southwesterly sideline of Elm Street a distance of fifty-three (53) feet, more or less, to its intersection with the southeasterly sideline of Kennebec Street a distance of two hundred five (205) feet, more or less, to its intersection with the northeasterly sideline of Preble Street; thence southeasterly in said northeasterly sideline of said Preble Street a distance of fifty-four (54) feet, more or less, to the point of beginning. Meaning and intending to convey all the land of the Portland Terminal Company lying between Preble and Elm Streets and between the northwesterly sideline of land of Schlotterbeck & Foss Company, Inc. and Kennebec Street.

For source of title, reference is made to a Quitclaim Deed With Covenant from The Foss Company to J.B. Brown & Sons dated September 24, 2008 and recorded in the Cumberland County Registry of Deeds in Book 26354, Page 314.

Also a certain parcel of land, with the improvements thereon, situated on the northwesterly side of Lancaster Street, the southwesterly side of Elm Street and the northeasterly side of Preble Street in the City of Portland, County of Cumberland and State of Maine and shown as Parcel 3 on ALTA/ACSM Land Title Survey on Preble Street, Lancaster Street East, Elm Street and Oxford Street, Portland, Maine made for Bayside I, LLC by Owen Haskell, Inc., dated January 26, 2000 and recorded in Cumberland County Registry of Deeds in Plan Book 200, Page 40, bounded and described as follows:

Beginning at the point of intersection of the northeasterly sideline of Preble Street and the northwesterly sideline of Lancaster Street;

Thence, N 42°34'18" W by Preble Street 28.00 feet to the land now or formerly of Schlotterbeck & Foss Co. as described in the deed recorded in said Registry of Deeds in Book 1224, Page 397;

Thence, the following courses by Schlotterbeck & Foss:

N 49° 39' 27" E a distance of 102.97 feet to a 6" by 6" concrete monument found;
N 43° 46' 33" W a distance of 4.97 feet to a 6" by 6" concrete monument found;
N 49° 39' 27" E a distance of 94.88 feet to Elm Street;

Thence, S 43°46' 33" E by Elm Street 33.00 feet to Lancaster Street;

Thence, S 49°39' 27" W by Lancaster Street 198.44 feet to the point of beginning.

For source of title, reference is made to a Quitclaim Deed With Covenant from Bayside I, LLC to J.B. Brown & Sons dated March 1, 2012 and recorded in the Cumberland County Registry of Deeds in Book 29387, Page 27.

Also hereby releasing to the Grantee, without covenant, all of the Grantor's right, title and interest in and to the following described parcel of land, together with the buildings and improvements thereon, bounded by Kennebec, Preble, Elm and Lancaster Streets in said Portland, and as depicted on that certain "ALTA/ACSM Land Title Survey on #117 Preble Street & #195 Lancaster Street, Portland, Cumberland County, Maine", made for Schlotterbeck Block LLC dated January 6, 2016 by Owen Haskell, Inc.:

A certain lot or parcel of land with the buildings thereon situated on the easterly side of Preble Street in the City of Portland, County of Cumberland and State of Maine bounded and described as follows:

Beginning at a point on the easterly sideline of Preble Street at the intersection with the southerly sideline of Kennebec Street;

Thence, N 67°23'22" E along the southerly sideline of said Kennebec Street 208.27 feet to the westerly sideline of Elm Street;

Thence, S 40°58'03" E along the westerly sideline of Elm Street 38.49 feet;

Thence, S 43°47'56" E along the westerly sideline of said Elm Street 168.10 feet to the northerly sideline of Lancaster Street;

Thence, S 49°38'04" W along the northerly sideline of said Lancaster Street 198.44 feet to the easterly sideline of Preble Street;

Thence, N 42°34'06" W along the easterly sideline of said Preble Street 270.00 feet to the southerly sideline of Kennebec Street and the point of beginning.

EXHIBIT B
(List of Encumbrances)

117-119 Preble Street

1. Commissioner's Certification of Completion of Remedial Actions Under a Voluntary Response Action Plan recorded in the Cumberland County Registry of Deeds in Book 26383, Page 323.
2. Declaration of Environmental Covenant recorded in Book 26409, Page 214 of the Cumberland County Registry of Deeds.

195 Lancaster Street

1. Such state of facts as shown on a "ALTA/ACSM Land Title Survey on Preble Street, Lancaster Street East, Elm Street and Oxford Street, Portland, Maine" made for Bayside I, LLC, by Owen Haskell, Inc., dated January 26, 2000 and recorded in the Cumberland County Registry of Deeds in Plan Book 200, Page 40.
2. Such state of facts as shown on a "ALTA/ACSM Land Title Survey on #117 Preble Street & #195 Lancaster Street, Portland, Cumberland County, Maine", made for Schlotterbeck Block LLC dated January 6, 2016 by Owen Haskell, Inc.

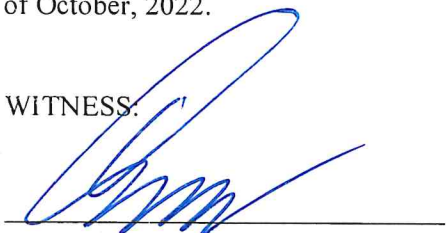
Received
Recorded Register of Deeds
Jan 22, 2016 03:16:28P
Cumberland County
Nancy A. Lane

DLN: _____
QUITCLAIM DEED WITH COVENANT
 Maine Statutory Short Form

KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE I, LLC**, a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **60 ELM STREET LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

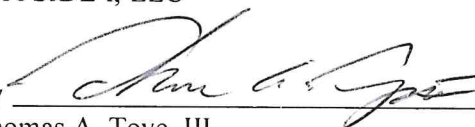
IN WITNESS WHEREOF, the said Bayside I, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:



BAYSIDE I, LLC

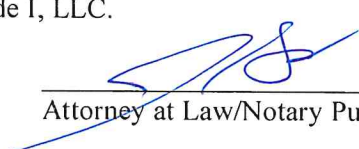
By


 Thomas A. Toye, III
 Its: Sole Member

STATE OF MAINE
 COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Bayside I, LLC.


 Attorney at Law/Notary Public

Printed Name

Jason G. Howe, Esq.
 Bar No. 0004860

MAINE REAL ESTATE TAX PAID

EXHIBIT A
(Legal Description, 60 Elm Street)

A CERTAIN LOT OR PARCEL OF LAND SITUATED ON THE WESTERLY SIDE OF ELM STREET AND SOUTHERLY SIDE OF OXFORD STREET IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, AND STATE OF MAINE, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY SIDE OF ELM STREET AND SOUTHERLY SIDE OF OXFORD STREET, THENCE, S 43° 40' 43" E ALONG THE WESTERLY SIDELINE OF ELM STREET A DISTANCE OF 122.92 FEET TO LAND NOW OR FORMERLY OF NORTHEAST INVESTORS, LLC (aka NORTHEAST INVESTORS (MAINE), LLC) AS DESCRIBED IN DEED BOOK 32422, PAGE 197;

THENCE, S 47° 21' 26" W ALONG LAND OF SAID NORTHEAST INVESTORS, LLC A DISTANCE OF 93.70 FEET;

THENCE, N 43° 08' 59" W BY THE NORTHERLY FACE OF THE EXISTING BRICK BUILDING A DISTANCE OF 124.83 FEET TO THE SOUTHERLY SIDELINE OF SAID OXFORD STREET;

THENCE N 48° 33' 13" E ALONG THE SIDELINE OF OXFORD STREET A DISTANCE OF 92.61 FEET TO THE POINT OF BEGINNING, CONTAINING 11,535 S.F. OR 0.26 ACRES, MORE OR LESS.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING A PORTION OF THE LAND DESCRIBED AS PARCEL 1 IN DEED FROM OCTOBER CORPORATION TO BAYSIDE I, LLC DATED JANUARY 26, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN BOOK 15298, PAGE 91.

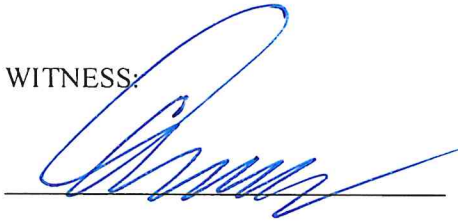
Received
Recorded Register of Deeds
Oct 13, 2022 02:25:54P
Cumberland County
Jessica M. Spaulding

DLN: _____
QUITCLAIM DEED WITH COVENANT
Maine Statutory Short Form

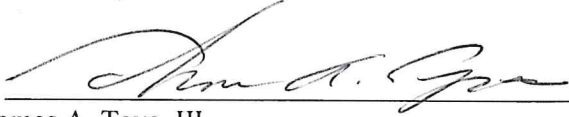
KNOW ALL PERSONS BY THESE PRESENTS THAT **BAYSIDE II, LLC**, a Maine limited liability with a principal place of business in Portland, County of Cumberland, State of Maine, for consideration paid, grants to **WBP COMMERCIAL LLC**, a Maine limited liability company with an address of 82 Hanover Street, Portland, Maine 04101, with **QUITCLAIM COVENANT**, the land, together with any buildings and improvements thereon, in Portland, County of Cumberland, and State of Maine more particularly described in **Exhibit A** attached hereto and made a part hereof.

IN WITNESS WHEREOF, the said Bayside II, LLC has caused this instrument to be executed by Thomas A. Toye, III, its Sole Member thereunto duly authorized as of this 12th day of October, 2022.

WITNESS:



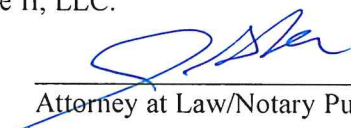
BAYSIDE II, LLC

By 
Thomas A. Toye, III
Its: Sole Member

STATE OF MAINE
COUNTY OF CUMBERLAND

October 12, 2022

Then personally appeared the above named Thomas A. Toye, III, Sole Member as aforesaid, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Bayside II, LLC.



Attorney at Law/Notary Public

Printed Name

Jason G. Howe, Esq.
Bar No. 0004860

EXHIBIT A
(Legal Description, Parcel 1)

A CERTAIN LOT OR PARCEL OF LAND, WITH THE IMPROVEMENTS THEREON, SITUATED IN THE BLOCK BOUNDED BY ELM, KENNEBEC, CHESTNUT AND LANCASTER STREETS, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND AND STATE OF MAINE AND SHOWN AS PARCEL 1 ON ALTA/ACSM LAND TITLE SURVEY ON KENNEBEC STREET, LANCASTER STREET EAST, ELM STREET, CEDAR STREET AND OXFORD STREET, PORTLAND, MAINE MADE FOR BAYSIDE II, LLC BY OWEN HASKELL, INC., DATED JANUARY 24, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 200, PAGE 41 (THE PLAN), BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION MARKING THE NORTHWESTERLY SIDE OF LANCASTER STREET AND THE NORTHEASTERLY SIDE OF ELM STREET;

THENCE, BY THE NORTHEASTERLY SIDE OF ELM STREET N 43° 46' 33" W, A DISTANCE OF 158.86' TO AN ANGLE IN SAID STREET;

THENCE, N 40° 53' 33" W, A DISTANCE OF 31.49' TO THE SOUTHEASTERLY SIDE OF KENNEBEC STREET, MARKING A NON-TANGENT POINT ON A CURVE, IN SAID STREET;

THENCE, NORTHEASTERLY BY THE SOUTHEASTERLY SIDE OF SAID KENNEBEC STREET AND BY A CURVE TO THE LEFT WHOSE RADIUS IS 695.00', AN ARC DISTANCE OF 210.01', TO A POINT OF TANGENCY;

THENCE CONTINUING BY SAID KENNEBEC STREET N 48° 56' 54' E, A DISTANCE OF 251.30', TO THE SOUTHWESTERLY SIDE OF SAID CHESTNUT STREET;

THENCE BY THE SOUTHWESTERLY SIDE OF SAID CHESTNUT STREET S 44° 38' 26" E, A DISTANCE OF 164.71' TO THE NORTHWESTERLY SIDE OF SAID LANCASTER STREET;

THENCE BY THE NORTHWESTERLY SIDE OF SAID LANCASTER STREET S 49° 39' 27" W, A DISTANCE OF 461.02', TO THE POINT OF BEGINNING.

THE PROPERTY IS SUBJECT TO A NOTICE OF ABANDONED UNDERGROUND OIL STORAGE FACILITY OR TANK NOTICE, DATED APRIL 6, 2011 AND RECORDED IN SAID REGISTRY OF DEEDS IN BOOK 28629, PAGE 238.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING THE SAME LAND DESCRIBED AS PARCEL 1 CONVEYED TO BAYSIDE II, LLC BY QUITCLAIM

DEED OF OCTOBER CORPORATION, DATED JANUARY 26, 2000 AND RECORDED IN
SAID REGISTRY OF DEEDS IN BOOK 15298, PAGE 144.

EXHIBIT A
(Legal Description, Parcel 3)

A CERTAIN PARCEL OF LAND, WITH THE OF IMPROVEMENTS THEREON SITUATED ON THE SOUTHEASTERLY SIDE OF LANCASTER STREET, IN THE CITY OF PORTLAND, COUNTY OF CUMBERLAND, STATE OF MAINE AND SHOWN AS PARCEL 3 ON ALTA/ACSM LAND TITLE SURVEY ON KENNEBEC STREET, LANCASTER STREET EAST, ELM STREET, CEDAR STREET AND OXFORD STREET, PORTLAND, MAINE MADE FOR BAYSIDE II, LLC BY OWEN HASKELL, INC., DATED JANUARY 24, 2000 AND RECORDED IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 200, PAGE 41 (THE PLAN), BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY SIDELINE OF LANCASTER STREET AND THE SOUTHWESTERLY SIDELINE OF CHESTNUT STREET;

THENCE S 44° 38' 26" E ALONG THE SIDELINE OF CHESTNUT STREET 88.08 FEET;
THENCE S 49° 39' 27" W 107.40;
THENCE N 45° 57' 49" W 3.67 FEET;
THENCE S 31° 29' 21" W 4.67 FEET;
THENCE N 43° 29' 51" W 23.77 FEET;
THENCE S 49° 39' 27" W 35.69 FEET;
THENCE N 43° 29' 51" W 28.00 FEET;
THENCE S 49° 39' 27" W 72.00 FEET TO THE NORTHEASTERLY SIDELINE OF CEDAR STREET;
THENCE N 43° 29' 51" W ALONG SAID SIDELINE 34.00 FEET TO THE SOUTHEASTERLY SIDELINE OF LANCASTER STREET;
THENCE N 49° 39' 27" E ALONG SAID SIDELINE 218.00 FEET TO THE POINT OF BEGINNING.

MEANING AND INTENDING TO CONVEY AND HEREBY CONVEYING THE SAME LAND DESCRIBED AS PARCEL 3 CONVEYED TO BAYSIDE II, LLC BY QUITCLAIM DEED OF OCTOBER CORPORATION, DATED JANUARY 26, 2000 AND RECORDED IN SAID REGISTRY OF DEEDS IN BOOK 15298, PAGE 144.

Received
Recorded Register of Deeds
Oct 13, 2022 02:22:36P
Cumberland County
Jessica M. Spaulding

PORTA & CO.

COMMERCIAL REAL ESTATE

30 Milk Street, Second Floor, ME 04101 * 207.747.1515

PURCHASE AND SALE AGREEMENT FOR REAL ESTATE

Offer Date: May 6, 2022

PARTIES: This Agreement is made between Tom Watson & Co., LLC and/or Assigns, hereinafter called Purchaser(s), and Northeast Investors, LLC hereinafter called Seller(s), for the purchase and sale of the following described real estate, situated in the municipality of Portland, County of Cumberland, State of Maine and located at 315 Cumberland Avenue and described as said County's Registry of Deeds Book 32422, Page 197 and further described as: 0.88 +/- acres improved with a 242,720 +/- square foot parking facility building hereinafter called the Property, upon the terms and conditions hereinafter set forth:

1. **PURCHASE PRICE:** Subject to any adjustments and prorations hereinafter provided, Purchaser agrees to pay for the Property the sum of Twenty Million Dollars (\$20,000,000.00), payable as follows: at closing, Purchaser shall deliver to Seller a promissory note in the amount of Two Million Dollars (\$2,000,000.00) (the "Note"), which Note shall be for a term of five (5) years and shall provide for interest only payments at 5%, with the entire balance due and payable at the expiration of such five (5) year period. The Note shall be secured by a second position mortgage on the Property. The balance of the purchase purchase, as adjusted for all closings costs, prorations, the application of the Earnest Money Deposit and, if applicable, the Purchaser's assumption of the Seller's existing financing on the Property, shall be paid to Seller at the closing in immediately available funds.
2. **PERSONAL PROPERTY:** The following items of personal property are included in this sale (if applicable): All furniture, fixtures, and equipment.
3. **EARNEST MONEY/ACCEPTANCE:** Purchaser(s) shall deposit within three (3) days of full execution of this Agreement the sum of One Hundred Thousand Dollars (\$100,000.00) as earnest money deposit and in part payment of the purchase price. A mutually agreeable attorney shall hold said earnest money in a non-interest-bearing account and act as Escrow Agent until closing; this offer shall be valid until 5/6/2022 at 5:00PM; and in the event of the Seller's non-acceptance, this earnest money shall be returned promptly to the Purchaser(s). Earnest Money Deposit shall be increased to Two Hundred and Fifty Thousand Dollars (\$250,000.00) upon expiration of the inspection and financing contingency periods and, at which time, it shall become non refundable except in the case of a Seller default hereunder.
4. **TITLE AND CLOSING:** A deed conveying good and merchantable title in accordance with standards adopted by the Maine Bar Association shall be delivered to the Purchaser(s) and this transaction shall be closed and the Purchaser(s) shall pay the balance due and execute all necessary papers on or before that date which is thirty (30) days after the expiration of the inspection and financing contingency periods. If Seller(s) is unable to convey in accordance with the provisions of this paragraph, then the Seller(s) shall have a reasonable time period, not to exceed thirty (30) days, from the time the Seller(s) receives written notice of the defect, unless otherwise agreed to by both parties, to remedy the title, after which time, if such defect is not corrected so that there is merchantable title, the Purchaser(s) may, within fifteen (15) days thereafter, at Purchaser's option, declare this Agreement null and void and any earnest money shall be returned to the Purchaser(s) and neither party shall have any further obligation hereunder. If the Purchaser(s) does not declare this Agreement void within the period set forth above, the Purchaser(s) shall have waived the right to object to title. The Seller(s) hereby agrees to make a good-faith effort to cure any title defect during such period. Purchaser shall have right to extend the Closing date set forth above for a period of Thirty Days (30) by increasing the Earnest Money Deposit by an additional One Hundred Thousand Dollars (\$100,000.000), which additional Earnest Money Deposit shall be non refundable except in the case of a Seller default hereunder.
5. **DEED:** That the Property shall be conveyed by a Quitclaim Deed with Covenant, and shall be free and clear of all encumbrances except building and zoning restrictions of record, restrictive covenants and conditions of record and usual public utilities servicing the property and shall be subject to applicable land use and building laws and regulations.
6. **POSSESSION /OCCUPANCY:** Possession/occupancy of premises shall be given to Purchaser(s) immediately at Closing, subject to any leases, unless otherwise agreed by both parties in writing.
7. **LEASES/TENANT SECURITY DEPOSITS:** Seller(s) agrees to transfer at closing to Purchaser(s) all Seller(s)' rights under the current leases to the Property and all security deposits held by Seller(s) pursuant to said leases.
8. **RISK OF LOSS:** Until the transfer of title, the risk of loss or damage to said premises by fire or otherwise, is assumed by the Seller(s) unless otherwise agreed in writing. Said premises shall then be in substantially the same condition as at present, excepting reasonable use and wear.
9. **PRORATIONS:** The following items shall be prorated as of the date of closing:
 - a. Real Estate Taxes based on the municipality's tax year. Seller is responsible for any unpaid taxes for prior years

Seller _____ Purchaser _____

- c. Deposits
- d. Rents
- e. Parking fees
- f. Metered utilities, such as water and sewer, shall be paid by Seller(s) through the date of closing.
- g. Purchaser(s) and Seller(s) shall each pay its transfer tax as required by the State of Maine.

10. **INSPECTIONS:** The Purchaser(s) is encouraged to seek information from professionals regarding any specific issue of concern. Purchaser(s) acknowledges receipt of disclosure form attached hereto. The Agent makes no warranties regarding the condition, permitted use or value of the Seller's real or personal property. This Agreement is subject to the following inspections, to be completed by within ninety (90) days from the Effective Date of this Agreement, with the results being satisfactory to the Purchaser(s) in Purchaser's sole discretion:

TYPE OF INSPECTION	YES	NO	RESULTS REPORTED	TYPE OF INSPECTION	YES	NO	RESULTS REPORTED
a. General Building	X		Within <u>90</u> days	g. Lead Paint		X	Within <u>#</u> days
b. Sewage Disposal		X	Within <u>#</u> days	h. Pests		X	Within <u>#</u> days
c. Water Quality		X	Within <u>#</u> days	i. ADA		X	Within <u>#</u> days
d. Radon Air Quality		X	Within <u>#</u> days	j. Wetlands		X	Within <u>#</u> days
e. Radon Water Quality		X	Within <u>#</u> days	k. Environmental Scan		X	Within <u>#</u> days
f. Asbestos		X	Within <u>#</u> days	l. Other: <u>Parking etc.</u>		X	Within <u>90</u> days

The use of "days" is intended to mean business days from the effective date of this Agreement. All inspections will be done by inspectors chosen and paid for by the Purchaser(s). If the result of any inspection or other condition specified herein is unsatisfactory to the Purchaser(s), in Purchaser(s) sole discretion, Purchaser(s) may declare the Agreement null and void by notifying Seller(s) in writing within the specified number of days, and any earnest money shall be returned to the Purchaser(s). If the Purchaser(s) does not notify the Seller(s) that an inspection is unsatisfactory within the time period set forth above, this contingency is waived by the Purchaser(s). In the absence of inspection(s) mentioned above, the Purchaser(s) is relying completely upon Purchaser's own opinion as to the condition of the property.

11. **FINANCING:** This Agreement is subject to financing.
12. This Agreement is subject to an Purchaser obtaining an approved conventional mortgage on terms and conditions which are acceptable to Purchaser in its sole, but reasonable discretion.
- a) If Seller, or Sellers agent, is not notified to the contrary in writing within 90 days of the Effective Date of this Agreement, then this financing condition shall be deemed to have been waived by Purchaser(s).
 - b) Purchaser may also satisfy this contingency through a potential assumption of the Seller's existing financing on the Property and Seller shall use commercially reasonable efforts to cooperate with Purchaser in pursuing such assumption, it being the intent hereof that Purchaser's acceptance or non-acceptance of such assumption shall be at Purchaser's sole, but reasonable discretion.
 - c) If any of the above financing conditions are not met, Purchaser(s) may declare the Agreement null and void by notifying Seller(s) in writing within the specified number of days, and any earnest money shall be returned to the Purchaser(s).
13. **AGENCY DISCLOSURE:** The Purchaser(s) and Seller(s) acknowledge that they have been informed that the Listing Licensee is acting as a Seller's agent in this transaction and is representing the Seller, and the Selling Licensee is acting as the Purchaser's agent in this transaction and is representing the Purchaser.
14. **DEFAULT:** If Purchaser(s) fails to perform any of the terms of this Agreement or is otherwise in default of any of its obligations, Seller(s) sole remedy shall be to retain the earnest money as full and complete liquidated damages, it being agreed between the parties that the actual damages to Seller in the event of such breach are difficult to ascertain and/or prove and the earnest money is a reasonable estimate and forecast of such actual damages. If Seller(s) fails to perform any of the terms of this Agreement or is otherwise in default of any of its obligations, Purchaser(s) shall have to option of receiving the earnest money back, and/or pursuing specific performance, and/or any other remedies allowed by law. Notwithstanding any other provision of this agreement, Escrow Agent shall have the right to require written releases from both parties prior to releasing the earnest money to either party. If a dispute arises between Purchaser(s) and Seller as to the existence of a default hereunder and/or the release of the earnest money and said dispute is not resolved by the parties within (30) days, Escrow Agent may elect to file an action in interpleader and deposit the earnest money in the court to resolve said dispute, or otherwise disburse the earnest money pursuant to Maine Real Estate Commission regulations. Purchaser(s) and Seller, jointly and severally, shall indemnify Escrow Agent for all costs, losses, expenses, and damages, including reasonable attorneys' fees, incurred by Escrow Agent in connection with said action and/or in connection with any dispute relating to this Agreement and/or the Deposit.
15. **MEDIATION:** Any dispute or claim arising out of or relating to this Agreement or the premises addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. This clause shall survive the Closing of this transaction.

16. **ENTIRE AGREEMENT:** Any verbal representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties. This is a Maine Agreement and shall be construed according to the laws of Maine.
17. **HEIRS/ASSIGNS:** This Agreement is assignable by Purchaser without the Seller's consent, but Seller shall not assign this Agreement without Purchaser's consent. . This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns (if assignment is allowed by the terms of this Agreement), of the respective parties.
18. **COUNTERPARTS:** This Agreement may be signed on any number of identical counterparts, including telefacsimile and PDF copies, with the same binding effect as if the signatures were on one instrument. Original or telefacsimiled signatures are binding.
19. **BINDING AGREEMENT:** This Agreement is a binding Agreement when signed by both Seller(s) and Purchaser(s) and when that fact has been communicated to all parties or to their agents. The Effective Date of the Agreement is noted below. Time is of the essence in this Agreement.
20. **REVIEW OF PROPERTY INFORMATION, LEASES, AND INCOME / EXPENSE INFORMATION:** The Seller(s) shall provide the Purchaser(s) with copies of all property information, documents, leases and income & expense information regarding the subject property within three (3) days from the Effective Date of this Agreement, including but not limited to, (i) all agreements, leases, contracts, covenants, easements, parking reports, and restrictions related to or benefiting the Property and any and all rights of Seller thereunder, including development rights, air rights, water and well rights, density (lot coverage) rights, and drainage rights; (ii) all approvals, permits, and applications with or from governmental authorities related to or benefiting the Property; and (iii) to the extent they are in Seller's possession, all documents and work product of all professionals in connection with the Property, if any, including all environmental studies and water samplings, all soil or engineering tests, and all construction, engineering, architectural, landscaping, and other plans, drawings, specifications, surveys, maps, site plans, plats, title policies and other graphics related to development of the Property.
21. Seller(s) and Purchaser(s) acknowledge receipt of the Maine Real Estate Commission Disclosure of Agency Relationship Form (Form #3), *if the property is, or has a component of, one to four residential dwelling units.*
22. **SECTION 1031 EXCHANGE:** Seller(s) and Purchaser(s) each reserves the right to include this transaction as part of an IRC Section 1031 tax deferred exchange, at no cost, expense or liability to the other party. Each party further agrees to execute any and all documents (subject to the reasonable approval of the other party's counsel) as are reasonably necessary in connection therewith, provided that the Closing for the conveyance of the Property shall not be contingent upon or subject to the completion of such exchange. Purchaser and Seller each agrees to indemnify and hold the other free and harmless from any cost, expense or liability, including reasonable attorney's fees, resulting from such other party's participation in such exchange.
23. **THIS IS AN "AS-IS WHERE-IS" PURCHASE. PURCHASER SHALL MAKE ITS OWN INSPECTIONS OF ALL MATTERS AND IS NOT RELYING ON ANY REPRESENTATIONS BY THE BROKERS OR THE SELLER.**
24. **ADDENDA:** This Agreement has addenda containing additional terms and conditions **YES X NO** Purchase Money Mortgage

A COPY OF THIS AGREEMENT IS TO BE RECEIVED BY ALL PARTIES AND, BY SIGNATURE, RECEIPT OF A COPY IS HEREBY ACKNOWLEDGED. IF NOT FULLY UNDERSTOOD; CONSULT AN ATTORNEY.

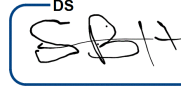
Seller(s) acknowledges that the laws of the State of Maine provide that every buyer of real property located in Maine must withhold a withholding tax equal to 2 1/2% of the consideration unless the Seller(s) furnishes to the Buyer(s) a certificate by the Seller(s) stating, under penalty of perjury, that Seller(s) is/are a resident of Maine or the transfer is otherwise exempt from withholding.

The Selling Licensee is **Mackenzie Simpson** of **Porta & Company**. (Company).

The Listing Licensee is **Terry Sheldon** of **T.L. Sheldon & Associates**. (Company).

The Seller(s) accepts the offer and agrees to deliver the above-mentioned Property at the price and upon the terms and conditions set forth above and agrees to pay the Selling Licensee (Purchaser's broker) 50% of the commission for services herein according to the Listing Agreement. In the event that there is no Listing Agreement, Seller agrees to pay the Selling Licensee the commission for services herein the **sum of 1.25% of the total purchase price**. The obligation to pay said commission or sum shall survive the Closing of this transaction. Seller agrees that Selling Licensee may apply any deposit(s) received in connection with the sale of the Property toward commissions due and payable under this Agreement. If the earnest money is forfeited by Purchaser(s), it shall be evenly distributed between the Licensees and Seller(s), provided, however, that Selling Licensee's portion shall not exceed the full amount of the commission specified. In the event the Seller(s) defaults on its obligations hereunder, Porta & Company shall be entitled to costs of collection, including reasonable attorneys' fees.

(Signatures on Next Page)

DS

 DS

 Seller _____ Purchaser _____

DocuSigned by:

John Laliberte

5/6/2022

Purchaser(s): *Tom Wilson & Co., LLC*

Date

Name/Title: *John Laliberte, Vice President*

DocuSigned by:

[Signature]

Seller(s)

Date

Name/Title

Signed this: 6th day of May, 2022. Effective Date of Agreement: 6th day of May, 2022

Offer reviewed and refused on _____, _____, _____, Seller

Seller _____ Purchaser *[Signature]*



ASSIGNMENT OF PURCHASE AND SALE AGREEMENT FOR REAL ESTATE

This ASSIGNMENT OF PURCHASE AND SALE AGREEMENT FOR REAL ESTATE (this “Assignment”) is made as of the 26th day of September, 2022, by and between **Tom Watson & Co., LLC**, a Maine limited liability company (the “Assignor”), and **WBP Garage LLC**, a Maine limited liability company (the “Assignee”), both have a mailing address and principal place of business at 82 Hanover Street, Suite 5, Portland, Maine 04101.

RECITALS

WHEREAS, Assignor is the Buyer and Northeast Investors, LLC is the Seller under that certain Purchase and Sale Agreement for Real Estate dated May 6, 2022 (as the same has been or may be amended and extended from time to time, the “Contract”) respecting the real estate and improvements thereon situated at 315 Cumberland Avenue, Portland, Maine (the “Property”) and more particularly described in the Contract; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, an assignment of all Assignor’s right, title and interest in and to the Contract as such relate to the Property, all in accordance with the terms and conditions of this Assignment.

ASSIGNMENT

NOW THEREFORE, for good and valuable consideration, the recipe and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agrees as follows:

- 1) Assignor hereby assigns to Assignee all right, title and interest of Assignor in and to the Contract as such relate to the Property, including, without limitation, all right, title and interest of Assignor in and to any earnest money deposit or other amounts being held pursuant to the terms of the Contract.
- 2) Assignee hereby accepts the foregoing assignment from Assignor and hereby assumes all obligations of Assignor under the Contract as such relate to the Property.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

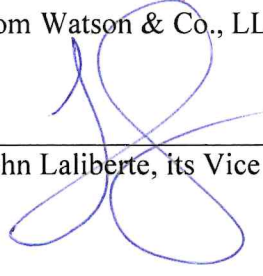
Tom Watson & Co., LLC

By: 
John Laliberte, its Vice President

ASSIGNEE:

WBP Garage LLC

By: Tom Watson & Co., LLC, its Manager

By: 
John Laliberte, its Vice President

Seen and agreed to by Seller:

Northeast Investors, LLC

By: _____
Name:
Title:

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT FOR REAL ESTATE

THIS FIRST AMENDMENT to PURCHASE AND SALE AGREEMENT FOR REAL ESTATE (the “**First Amendment**”) is effective as of the 19th day of July, 2022 and amends that certain Purchase and Sale Agreement for Real Estate (the “**Agreement**”) dated on or about May 6, 2022, between the Seller, Northeast Investors, LLC, and the Purchaser, Tom Watson & Co., LLC, relating to a certain parcel of land with improvements thereon, located at 315 Cumberland Avenue, Portland, Maine, as more particularly described in the Agreement (the “**Property**”). Capitalized terms not otherwise defined herein shall have the definitions provided for under the Agreement. In the event that any provision in this First Amendment shall conflict in whole or in part with any of the terms contained in the Agreement, the provisions of this First Amendment shall control, and any conflicting terms of the Agreement are hereby considered amended and revised hereby.

Seller and Purchaser agree that the Agreement shall be amended and supplemented as hereinafter set forth.

1. The purchase price for the Property (the “Purchase Price”) shall remain Twenty Million Dollars (\$20,000,000.00), but the following adjustments shall be made to the payment of such Purchase Price at closing:
 - a. The cash to be paid by Purchaser at closing shall be reduced by Five Hundred Thousand Dollars (\$500,000.00).
 - b. The amount of the promissory note to be delivered by Purchaser to Seller at closing shall be increased by Five Hundred Thousand Dollars (\$500,000.00) to a total of Two Million Five Hundred Thousand Dollars (\$2,500,000.00).
2. The Purchaser shall deposit an additional One Hundred Fifty Thousand Dollars (\$150,000.00) of earnest money with escrow agent upon execution of this First Amendment, to increase earnest money deposit to a total of Two Hundred and Fifty Thousand Dollars (\$250,000), which total earnest money deposit shall be applied to the Purchase Price at closing. It is the intent hereof that such deposit of an additional earnest money as provided above shall replace Purchaser’s obligation to deliver an additional earnest money deposit upon the expiration of the inspection and financing periods as provided in the Agreement and, as such, the last sentence of Section 3 of the Agreement shall be deleted in its entirety.

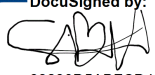
Notwithstanding the foregoing, the Purchaser and Seller hereby agree and acknowledge that the changes to the Agreement pursuant to this First Amendment shall not result in a modification of the expiration date of the Purchaser’s inspection and financing periods, nor shall such changes modify the closing date pursuant to the Agreement, nor Purchaser’s right to extend the closing date pursuant to the Agreement.

Except as modified herein, the terms and conditions of the Agreement shall remain the same, and in full force and effect.

Page 2 of 2

SELLER:

Northeast Investors, LLC

DocuSigned by:

83230D5ABFCD4A5...

By:

Its:

PURCHASER:

Tom Watson & Co., LLC

DocuSigned by:

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By: John Laliberte

Its: Vice President

CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

RECEIVED from Tom Watson & Co., LLC, a Maine limited liability company whose mailing address is c/o Port Property Management, Inc., 82 Hanover Street, Suite 5, Portland, Maine 04101 (hereinafter called "Purchaser"), this 18th day of May, 2022, the sum of Fifty Thousand Dollars (\$50,000.00) as earnest money deposit toward purchase and sale of all real estate owned by Bayside I, LLC, a Maine limited liability company, Bayside II, LLC, a Maine limited liability company, Bayside III, LLC, a Maine limited liability company, and Bayside IV, LLC, a Maine limited liability company (hereinafter collectively called the "Seller") including the property, and improvements thereon, listed on Exhibits A-1 – A-4 attached hereto and incorporated herein by this reference, upon the terms and conditions indicated below.

1. **PERSONAL PROPERTY:** The following items of personal property are included in this sale (if applicable): any items of personal property or equipment owned by the Seller and used in connection with the operation or maintenance of the property.
2. **PURCHASE PRICE:** The total Purchase Price is Twenty Five Million Dollars (\$25,000,000.00), with payment made as follows:

Earnest money to be delivered within three (3) days of the Effective Date (the "Initial Deposit"): \$ 50,000.00
Additional earnest money to be delivered upon expiration of the Due Diligence Period (the "Additional Deposit"): \$ 200,000.00
Balance due at closing, in immediately-available funds: \$ 24,750,000.00, subject to any adjustments and prorations hereinafter provided
3. **EARNEST MONEY/ACCEPTANCE:** Porta & Co. ("Escrow Agent") shall hold the Initial Deposit and Additional Deposit, if applicable, in a non-interest bearing account and act as escrow agent until closing.
4. **TITLE:** Within sixty (60) days of the Effective Date (the "Title Review Period"), Purchaser shall notify Seller in writing (the "Title Objection Notice") of any matters affecting title to the property that are objectionable to Purchaser in Purchaser's sole discretion ("Title Defects"). Purchaser shall be deemed to have waived the right to object to any matter affecting title as of the Effective Date, except for any mortgage, tax lien, mechanics' lien, judgment lien, or other liens encumbering the property (for which no objection is required), if Purchaser fails to specifically identify such matters in the Title Objection Notice (each matter not objected to being a "Permitted Encumbrance"). Within seven (7) days of Seller's receipt of the Title Objection Notice, Seller shall notify Purchaser in writing whether or not Seller elects to cure any of the matters identified in the Title Objection Notice. If Seller elects to cure certain Title Defects, Seller shall use good faith efforts to cure such Title Defects and shall have a period of not more than thirty (30) days after notice of Seller's election within which to cure any such Title Defects (the "Title Cure Period"), and the Closing Date shall be extended until five (5) days after the expiration of the Title Cure Period. Seller agrees that, after the Effective Date, it shall not permit or suffer encumbrance of the property with any liens, easements, leases or other encumbrances without Purchaser's prior written consent, except that Purchaser shall not unreasonably withhold or delay its consent to new leases. On or before the Closing Date, Seller shall remove at its sole cost any such matters affecting the title to the property suffered or created by or consented to by Seller after the Effective Date that are not approved in writing by Purchaser. If Seller elects not to cure any Title Defects or if Title Defects which Seller elects to cure are not cured within the Title Cure Period, then Purchaser shall elect, by written notice to Seller on or before the Closing Date, as the same may be extended, either (i) to accept title to the property subject to such uncured Title Defects without reduction of the purchase price and without any liability on the part of Seller therefor, in which case such Title Defects shall be Permitted Encumbrances, or (ii) to terminate this Contract, whereupon the Initial Deposit shall be immediately released to Seller, the Additional Deposit shall be immediately returned to Purchaser, if applicable, and neither party shall have any further obligations under this Contract.
5. **DEED:** In return for payment in full of the purchase price, Seller shall convey the property on the date that is sixty (60) days following the expiration of the Due Diligence Period (the "Closing Date") to Purchaser by Maine Statutory Short-Form Quitclaim with Covenant Deed from each Seller (collectively, the "Deed"), and the parties agree to execute and deliver on the Closing Date such other documents that are customary and/or reasonably necessary to complete the conveyance, including but not limited to (i) such customary certificates, affidavits or letters of indemnity as the Purchaser's title company issuing title insurance policies on the property shall require in order to issue the title policy and to omit therefrom all exceptions for unfiled mechanic's, materialmen's or similar liens and for parties in possession (other than the Seller), survey exceptions and to facilitate gap coverage; (ii) such affidavits and certificates from Seller, in form and substance reasonably satisfactory to Purchaser, as Purchaser shall deem necessary to relieve Purchaser of any obligation to deduct and withhold any portion of the Purchase Price pursuant to Section 1445 of the Internal Revenue Code; (iii) an executed original certificate from Purchaser in form and substance reasonably satisfactory to Seller acknowledging receipt of notification of the withholding tax requirements of the State of Maine; (iv) such information, affidavits and certificates from Seller, in form and substance reasonably satisfactory to Purchaser, as Purchaser shall deem necessary, to allow Purchaser to comply with Purchaser's obligation, if any, to deduct and withhold a portion of the Purchase Price pursuant to 36



M.R.S.A. § 5250-A; (v) a written notice from Seller, in form and substance reasonably satisfactory to Purchaser, which written notice shall certify either: (a) that Seller is unaware of any underground oil storage facility located on the property, or (b) pursuant to 38 M.R.S.A. § 563(6), if Seller is aware that there is such a facility on the Premises, Seller shall identify all such facilities to the extent known to Seller and shall disclose its registration number or numbers, the location of such facility, whether or not it has been abandoned in place, and that the facility is subject to regulation by the MDEP; (vi) a Certificate of Good Standing from each party, together with such documentation evidencing such party's authority to enter into and complete the transaction as contemplated by this Contract, including without limitation a Secretary or Clerk's certificate as to vote and incumbency; (vii) a closing statement setting forth any prorations and adjustments to the Purchase Price; (viii) a bill of sale for any personal property to be conveyed to Purchaser; and (ix) a Real Estate Transfer Tax Declaration in the form required to be recorded with the Deed. Purchaser shall have the right to extend the Closing Date by up to thirty (30) additional days. In the event Purchaser elects to exercise its extension of the Closing Date, Purchaser shall do so by delivering written notice to that effect to Seller on or before the original Closing Date and delivering to Escrow Agent an additional Fifty Thousand Dollars (\$50,000.00) of earnest money, which shall be non-refundable and paid directly to Seller, but applied to the purchase price. It is a condition to Purchaser's obligations hereunder that title to the property shall be free and clear of all liens and encumbrances except for the following matters and otherwise in compliance with the requirements of this Contract: (i) zoning restrictions and land use laws and regulations and permits and approvals issued pursuant thereto; (ii) current taxes and assessments attributable to periods from and after the Closing, which Purchaser shall be liable to pay; (iii) leases and occupancies disclosed to Purchaser pursuant to Section 11 below; and (iv) any Permitted Encumbrance.

6. LEASES/TENANT SECURITY DEPOSITS: Seller agrees at closing to transfer to Purchaser, by proper assignment thereof, all Seller's rights under the current leases to the property and any and all security deposits held by Seller pursuant to said leases.
7. POSSESSION/OCCUPANCY: Possession/occupancy of property shall be given to Purchaser on the Closing Date subject only to the leases and tenancies disclosed to Purchaser pursuant to Section 11 below, unless otherwise agreed by both parties in writing.
8. RISK OF LOSS: Until transfer of title, the risk of loss or damage to the property by fire or otherwise is assumed by Seller unless otherwise agreed in writing. The property shall at closing be in substantially the same condition as of the Effective Date, excepting reasonable use and wear. If the property is materially damaged or destroyed prior to closing, Purchaser may either terminate this Contract and be refunded the Initial Deposit and Additional Deposit, if applicable, or close this transaction and accept the property in its as-is condition together with an assignment of the Seller's right to any insurance proceeds relating thereto. For purposes of this paragraph, in order for Purchaser to exercise its termination right as provided above, 'materially damaged or destroyed' shall mean damaged or destroyed to the extent that the cost of replacement or repair will exceed \$250,000 based on an estimate from Seller's insurance carrier, provided, however, such \$250,000 minimum threshold shall not apply to nor otherwise limit the application of Purchaser's right to receive an assignment of the Seller's right to any insurance proceeds as set forth above.
9. PRORATIONS: The following items shall be prorated as of the Closing Date:
 - a. Real Estate Taxes based on the municipality's tax year. Seller is responsible for any unpaid taxes for prior years.
 - b. Fuel
 - c. Metered utilities, such as water and sewer, shall be paid by the Seller through the date of closing, unless paid by tenant(s) under the leases;
 - d. Purchaser and Seller shall each pay one-half of the transfer tax as required by the laws of the State of Maine.
 - e. Rents, estimated monthly common area maintenance charges, estimated monthly property tax payments, and all other additional revenue received by Seller pursuant to leases of the property.
10. DUE DILIGENCE: Purchaser is advised to seek information from professionals regarding any specific issue of concern. Neither Seller nor the Real Estate Licensees identified below make any representations or warranties regarding the condition, permitted use or value of Seller's real or personal property. Purchaser's obligation to close under this Contract is conditioned upon Purchaser's satisfaction with its investigations of the property, which may without limitation include survey, environmental assessment, engineering studies, wetlands or soils studies, zoning compliance or feasibility, and code compliance, all within sixty (60) days of the Effective Date (the "Due Diligence Period").

Seller hereby grants Purchaser and its agents the right to enter upon or in any part of the property at all reasonable times and from time to time prior to the closing in order to inspect the property, and at its sole cost and expense conduct surveys, soil tests, engineering and environmental testing and studies and to do such things as are reasonably necessary with respect to its due diligence, acquisition and financing of the property. Purchaser shall not interrupt the business of any of the tenants of Seller. Access to any space that is under lease shall only be permitted in accordance with Seller's right of access pursuant to the terms of any of the leases and by execution of this Contract, Seller hereby represents to Purchaser that all leases for the property include a right for Seller, as landlord, to access and inspect each tenant's leased premises, subject in all cases to the terms of each tenant's respective lease. Purchaser acknowledges that it shall perform such activities at its sole risk and hereby indemnifies and holds Seller, its officers, directors, shareholders and agents, harmless from any and all damage, loss or injury resulting from Purchaser's access under this



provision, and further agrees that Purchaser shall use reasonable efforts to minimize any interference with Seller's business operations.

Purchaser acknowledges that Seller has, prior to the Effective Date, provided to Purchaser for Purchaser's review and inspection copies of all of the any and all documents relating to the Seller and the property that are in Seller's possession, custody, or control, and that Seller has no further obligation to provide Purchaser with any information or documents with respect to Seller and the property except as set forth in this Contract .

All investigations will be done by professionals chosen and paid for by Purchaser. If the result of any investigation is unsatisfactory to Purchaser, Purchaser may declare this Contract null and void by notifying Seller in writing within the specified number of days set forth above, and the Initial Deposit shall be released to Seller. If Purchaser does not notify Seller that Purchaser's investigations are unsatisfactory within the time period set forth above, this contingency is waived by Purchaser. In the absence of any investigations(s) mentioned above, Purchaser is relying completely upon Purchaser's own opinion as to the condition of the property. Purchaser agrees to restore any disturbance to the property caused by Purchaser's investigations, and Purchaser agrees to indemnify and hold Seller harmless for any claims, damages, losses or costs, including without limitation reasonable attorneys' fees, incurred or suffered by Seller as a result of Purchaser's investigations of the property, which indemnification obligation shall survive termination or closing under this Contract.

11. **REVIEW OF LEASES AND INCOME AND EXPENSE INFORMATION:** Seller represents that to the best of Seller's knowledge: (a) that below is a complete list of all tenants occupying the property under leases or other tenancy arrangements or agreements (the "Leases"), (b) that the Leases are in full force and effect, (c) that to Seller's knowledge, all tenants under the Leases are in full compliance therewith and (d) that Seller is not in violation of its obligations under the Leases. Seller has provided prior to the Effective Date complete copies of all Leases, including any amendments, and income and expense information concerning the property. Purchaser shall have sixty (60) days from the Effective Date to review same, and if the result of the review is unsatisfactory to Purchaser, Purchaser may declare the Contract terminated and the Initial Deposit shall be released to Seller, and thereafter neither party shall have any further obligation under this Contract. Seller represents and warrants that income and expense information provided to Purchaser was true, accurate and complete in all material respects when given. Seller shall use reasonable efforts to obtain a tenant estoppel certificate and a subordination, non disturbance and attornment agreement in form reasonably satisfactory to Purchaser and/or Purchaser's lender for each "Required Lease" within thirty (30) days from delivery of forms therefor. Purchaser agrees that Seller shall have no obligation to deliver such forms for distribution to the tenants until after the expiration of the Due Diligence Period. For purposes hereof, "Required Lease" means any lease that (i) is for space of at least 1,500 square feet and (ii) has at least one (1) year remaining in its term or unexercised renewal rights. Purchaser shall also on a rolling basis have ten (10) days from the date of actual receipt of fully-executed written tenant estoppel certificates in which to terminate this Contract pursuant to this Section 11 due to unsatisfactory information contained therein and upon such termination the Initial Deposit shall be immediately released to Seller, the Additional Deposit shall be immediately returned to Purchaser, if applicable, and thereafter neither party shall have any further obligation under this Contract. Between the Effective Date and the closing, Seller shall not modify, voluntarily terminate or enter into new leases or tenancy arrangements or agreements and shall obtain Purchaser's written consent to any modification or termination of Leases and to any new lease that Seller proposes to enter into with respect to the property, Purchaser's consent not to be unreasonably withheld, conditioned or delayed. In the event that Seller modifies or terminates any Leases or enters into a new Lease without Purchaser's consent, Purchaser's sole remedy shall be to terminate this Contract and receive an immediate refund of the Initial Deposit and the Additional Deposit and thereafter neither party shall have any further obligation under this Contract. Failure of Purchaser to timely notify Seller of its termination of the Contract pursuant to any of its foregoing rights to do so under this Section 11 shall be deemed to be a waiver of the applicable right under this Section 11 to terminate the Contract. At the closing, Seller shall deliver written notice to the tenants and occupants of the property of the transfer of the property, and of the tenants' security deposits, to Purchaser. List tenants: See Exhibit B attached hereto and incorporated herein by this reference.
12. . **ACCEPTANCE OF DEED.** The acceptance of the deed by Purchaser at the Closing shall be deemed to be the full performance and discharge of every agreement, obligation and representation made on the part of Seller, except as expressly set forth herein or in such deed. No provisions, agreements or representations herein shall survive the Closing except as specifically stated herein. The property is being sold and will be conveyed "as is" without any representation or warranties as to habitability, merchantability, fitness, condition or otherwise. Neither party is relying upon any statements or representations not embodied in this Contract.
13. **AGENCY DISCLOSURE:** Purchaser and Seller acknowledge that they have been informed that N/A ("Selling Agent") is representing Seller in this transaction, and that Porta & Co. ("Purchasing Agent") is representing Purchaser (Selling Agent and Purchasing Agent are referred to elsewhere herein as "Licensees").
14. **DEFAULT:** If the sale of the property as contemplated hereunder is not consummated solely by reason of Purchaser's default hereunder, provided that Seller is then ready, willing and able to consummate the sale of the property as contemplated by this Contract, Seller's sole and exclusive remedy shall be to terminate this Contract and receive the Initial Deposit and Additional Deposit, if applicable, as full and complete liquidated damages for the breach of this Contract, it being agreed between the parties that



the actual damages to Seller in the event of such breach are difficult to ascertain and/or prove and the Initial Deposit and Additional Deposit, if applicable, is a reasonable estimate and forecast of such actual damages. The parties acknowledge that the payment of the Initial Deposit and Additional Deposit, if applicable, is not intended as a forfeiture or penalty, but is intended to constitute liquidated damages to Seller. In the event of an undisputed default by either party, the Escrow Agent may deliver the Initial Deposit and Additional Deposit, if applicable, to the party entitled to it under this Contract, with written notice to both parties pursuant to Maine Real Estate Commission regulations. In the event that Seller shall be in breach of any of its obligations hereunder for any reason other than Purchaser's default, the exclusive remedies of Purchaser shall (1) be to declare this Contract terminated and to receive: (a) the immediate return of the Initial Deposit and Additional Deposit, if applicable, and (b) reimbursement by Seller of the actual costs and expenses incurred by Purchaser (up to the maximum amount of \$100,000) in connection with the subject transaction, or (2) specific performance of Seller's obligations hereunder. If a dispute arises between Purchaser and Seller as of the existence of a default hereunder and said dispute is not resolved by the parties within thirty (30) days, the Escrow Agent may elect to file an action in interpleader and deposit the Initial Deposit and Additional Deposit, if applicable, in the court to resolve said dispute, or otherwise disburse the Initial Deposit and Additional Deposit, if applicable, pursuant to Maine Real Estate Commission regulations. Purchaser and Seller, jointly and severally, shall indemnify Escrow Agent for all costs, losses, expenses, and damages, including reasonable attorneys' fees, incurred by the Escrow Agent in connection with said action and/or in connection with any dispute relating to this Contract and/or the Initial Deposit and Additional Deposit, if applicable.

15. **MEDIATION:** Any dispute or claim arising out of or relating to this Contract or the property addressed in this Contract shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the Maine Association of Dispute Resolution Professionals or its successor organization. This clause shall survive the closing of this transaction.
16. **PRIOR STATEMENTS:** This Contract sets forth the entire agreement between the parties, and there are no other representations, agreements or understandings with respect to the subject matter of this Contract. This Contract shall be construed according to the laws of the State of Maine.
17. **HEIRS/ASSIGNS:** This Contract shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of Seller and permitted assigns of Purchaser. Purchaser may not assign its rights under this Contract, except that Purchaser may assign its interests under this Contract to an affiliated entity or entities of Purchaser, or in accordance with paragraph 23 hereof, without obtaining the prior written consent of Seller. In the event of such assignment, Seller agrees to close the transaction contemplated by this Agreement with the affiliated assignee of Purchaser.
18. **COUNTERPARTS:** This Contract may be signed on any number of identical counterparts, including telefax copies and electronically transmitted copies with the same binding effect as if all of the signatures were on one instrument.
19. **EFFECTIVE DATE:** This Contract is a binding contract when signed by both Seller and Purchaser and when that fact has been communicated to all parties or to their agents. Time is of the essence of this Contract. Seller or Licensees are given permission by the parties to complete the Effective Date blank below with the date of the last signature of the parties, and that date shall be the Effective Date for all purposes under this Contract, and if that blank is not completed, then the Effective Date shall be the date of the last signature of the parties. Except as expressly set forth to the contrary in this Contract, the use of the term "days" in this Contract, including all addenda made a part hereof, shall mean calendar days. Deadlines in this Contract, including all addenda, expressed as "within x days" or the like shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 pm, Eastern Time, on the last day counted.
20. **CONFIDENTIALITY:** Purchaser and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Purchaser and Seller authorize the lender and/or closing agent preparing the closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.
21. A copy of this Contract is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, consult an attorney.
22. Seller acknowledges that the laws of the State of Maine provide that every buyer of real property located in Maine must withhold a withholding tax equal to 2 1/2 % of the consideration unless Seller furnishes to Purchaser a certificate by the Seller stating, under penalty of perjury, that Seller is a resident of the State of Maine or the transfer is otherwise exempt from withholding.
23. Section 1031 Exchange. Seller and Purchaser each reserves the right to include this transaction as part of an IRC Section 1031 tax deferred exchange, at no cost, expense or liability to the other party. Each party further agrees to execute any and all documents (subject to the reasonable approval of the other party's counsel) as are reasonably necessary in connection therewith, provided that the Closing for the conveyance of the Subject Property shall not be contingent upon or subject to the completion of such exchange.

Purchaser and Seller each agrees to indemnify and hold the other free and harmless from any cost, expense or liability, including reasonable attorney's fees, resulting from such other party's participation in such exchange.

24. Notices. All notices required to be given hereunder shall be deemed sufficient if in writing and if sent: (i) by first class mail, postage prepaid, registered or certified, return receipt requested; (ii) by hand delivery; (iii) by FedEx, or similar overnight express mail service, prepaid; or (iv) by facsimile ("Fax") transmission, each to the addresses and/or Fax numbers listed below:

To Seller at:

Bayside I, LLC
Bayside II, LLC
Bayside III, LLC
Bayside IV, LLC
Attn: Thomas A. Toye, III
2515 Mercedes Drive
Fort Lauderdale, FL 33316

With a copy, which shall not constitute notice, to:

Drew A. Anderson, Esq.
Murray, Plumb & Murray
75 Pearl Street
Portland, Maine 04101

To Purchaser at:

Tom Watson & Co., LLC
c/o Port Property Management, Inc.
82 Hanover Street, Suite 5
Portland, Maine 04101

With a copy, which shall not constitute notice, to:

Hawley R. Strait, Esq.
Bernstein Shur
100 Middle Street
PO Box 9729
Portland, ME 04104-5029

All such communication shall be deemed made upon the earlier of (3) business days following deposit with the U.S. Mail or the date of receipt as disclosed on the return receipt (if sent by registered or certified mail), or upon delivery (if hand delivered), or upon delivery as indicated on the proof of delivery (if sent via FedEx or similar overnight express mail service), or upon time of confirmed receipt (if sent via Fax). With respect to any of the above-referenced methods of delivery, rejection or other refusal to accept or the inability to deliver because of a change of address of which no notice was given shall be deemed to be receipt of the notice sent. Either party may change its address or its Fax number for purposes of this subparagraph by giving the other party notice of the new address or Fax number in the manner described herein.

The parties agree that none of the above are collateral agreements. It is the intent of the parties that except as expressly set forth in this Contract, all covenants, representations, statements and obligations of both parties herein shall not survive closing.

Purchaser: Tom Watson & Co., LLC

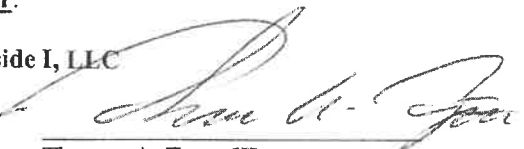
By: 
Name: John Laliberte
Title: Vice President

Signed this 18th day of May, 2022.

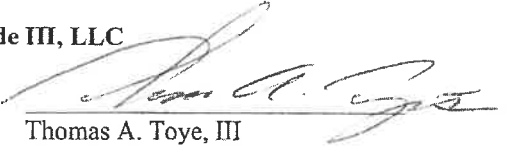
Page 5 of 5  Purchaser's Initials _____ Seller's Initials _____

Seller:

Bayside I, LLC

By: 
Name: Thomas A. Toye, III
Title: Member

Bayside III, LLC

By: 
Name: Thomas A. Toye, III
Title: Member

Escrow Agent: Porta & Co.

By: _____
Name: _____
Title: _____

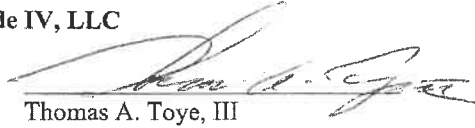
EFFECTIVE DATE OF THIS CONTRACT: May 18, 2022.

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Bayside II, LLC

By: 
Name: Thomas A. Toye, III
Title: Member

Bayside IV, LLC

By: 
Name: Thomas A. Toye, III
Title: Member

EXHIBITS “A-1 – A-4”

DESCRIPTION OF PROPERTY

(see attached)

EXHIBIT A - 1

BAYSIDE I, LLC PROPERTY

PARCEL 1 –

Comprised of:

1. 59-69 Preble Street/232-244 Oxford Street/60-64 Elm Street – (33-M-1); and
2. 66-68 Elm Street/228-330 Oxford Street – (33-M-12);

A certain lot or parcel of land, with the improvements thereon, situated on the southeasterly side of Oxford Street, the northeasterly side of Preble Street and the southwesterly side of Elm Street, in the City of Portland, County of Cumberland and State of Maine and shown as Parcel 1 on ALTA/ACSM Land Title Survey on Preble Street, Lancaster Street East, Elm Street and Oxford Street, Portland, Maine made for Bayside I, LLC by Owen Haskell, Inc., dated January 24, 2000 and recorded in the Cumberland County Registry of Deeds in Plan Book 200, Page 40 (the "Plan"), bounded and described as follows:

Beginning at a granite "M" monument found at the point of intersection of the northeasterly sideline of Preble Street and the southeasterly sideline of Oxford Street;

Thence, N 48° 33' 13" E by Oxford Street 207.26 feet to Elm Street;

Thence, S 43° 40' 43" E by Elm Street 122.92 feet to the land now or formerly of August Corporation as described in the deed recorded in said Registry of Deeds in Book 12033, Page 341;

Thence, S 47° 21' 26" W by land now or formerly of October Corporation and by the building on the premises herein described and the northeasterly extension thereof 209.61 feet to Preble Street;

Thence, N 42° 34' 00" W by Preble Street 127.22 feet to the point of beginning.

PARCEL 2 –

Comprised of:

1. 87-91 Preble Street – (33-G-1);
2. 79 Preble/78-84 Elm Street – (33-G-2-10);
3. 97 Preble Street/200-206 Lancaster Street East – (33-G-3);
4. 73-77 Preble Street/241-243 Oxford Street – (33-G-4);
5. 237-239 Oxford Street - (33-G-5);
6. 94-96 Elm Street/192-198 Lancaster Street - (33-G-6);
7. 90-92 Elm Street – (33-G-7);
8. 86 Elm Street – (33-G-8);
9. 233-235 Oxford Street - (33-G-12); and
10. 70-74 Elm Street/229-231 Oxford Street – (33-G-14-17);

A certain parcel of land with the buildings thereon situated on the southeasterly side of Lancaster Street, the southwesterly side of Elm Street, the northwesterly side of Oxford Street and the northeasterly side of Preble Street in the City of Portland, County of Cumberland and State of Maine and shown as Parcel 2 on the Plan, bounded and described as follows:

Beginning at the point of intersection of the northeasterly sideline of Preble Street and the southeasterly sideline of Lancaster Street;

Thence, N 49° 39' 27" E by Lancaster Street 199.65 feet to Elm Street;

Thence, S 43° 45' 13" E by Elm Street 328.02 feet to Oxford Street;

Thence, S 48° 33' 13" W by Oxford Street 206.30 feet to Preble Street;

Thence, N 42° 34' 18" W by Preble Street 331.66 feet to the point of beginning.

Meaning and intending to convey and hereby conveying all of the remaining properties conveyed to Bayside I, LLC by Quitclaim Deed of October Corporation, dated January 26, 2000 and recorded in said Registry of Deeds in Book 15298, Page 91.

EXHIBIT A - 2

BAYSIDE II, LLC PROPERTY

PARCEL 1 –

Comprised of:

1. 157-189 Lancaster Street East/97-109 Elm Street – (25-F-1 & 33-F-1)
2. 92-106 Kennebec Street/72 Cedar Street/Elm Street – (33-F-2)

A certain lot or parcel of land, with the improvements thereon, situated in the block bounded by Elm, Kennebec, Chestnut and Lancaster Streets, in the City of Portland, County of Cumberland and State of Maine and shown as Parcel 1 on ALTA/ACSM Land Title Survey on Kennebec Street, Lancaster Street East, Elm Street, Cedar Street and Oxford Street, Portland, Maine made for Bayside II, LLC by Owen Haskell, Inc., dated January 24, 2000 and recorded in the Cumberland County Registry of Deeds in Plan Book 200, Page 41 (the “Plan”), being bounded and described as follows:

Beginning at the intersection marking the northwesterly side of Lancaster Street and the northeasterly side of Elm Street;

Thence by the northeasterly side of Elm Street N 43° 46' 33" W, a distance of 158.86', to an angle in said Street;

Thence N 40° 53' 33" W a distance of 31.49' to the southeasterly side of Kennebec Street, marking a non-tangent point on a curve, in said Street;

Thence northeasterly by the southeasterly side of said Kennebec Street and by a curve to the left whose radius is 695.00', an arc distance of 210.01', to a point of tangency;

Thence continuing by said Kennebec Street N 48° 56' 54" E, a distance of 251.30', to the southwesterly side of said Chestnut Street;

Thence by the southwesterly side of said Chestnut Street S 44° 38' 26" E, a distance of 164.71' to the northwesterly side of said Lancaster Street;

Thence by the northwesterly side of said Lancaster Street S 49° 39' 27" W, a distance of 461.02', to the point of beginning.

The property is subject to a Notice of Abandoned Underground Oil Storage Facility or Tank Notice, dated April 6, 2011 and recorded in said Registry of Deeds in Book 28629, Page 238.

PARCEL 2 -

Comprised of:

1. 83-95 Elm Street/180-190 Lancaster Street – (33-H-18);
2. 54 Cedar Street/Lancaster Street East – (33-H-8);
3. 46-48 Cedar Street – (33-H-10);
4. 79-81 Elm Street – (33-H-5);
5. 69-77 Elm Street/217-227 Oxford Street – (33-H-6-7-14-15);
6. 36-38 Cedar Street – (33-H-13); and
7. 40-42 Cedar Street – (33-H-12)

A certain lot or parcel of land, with the improvements thereon situated on the northwesterly sideline of Oxford Street, the northeasterly sideline of Elm Street, the southwesterly sideline of Cedar Street and the southeasterly sideline of Lancaster Street East in the City of Portland, County of Cumberland and State of Maine and shown as Parcel 2 on the Plan, bounded and described as follows:

Beginning at the point of intersection of the northwesterly sideline of Oxford Street and the northeasterly sideline of Elm Street;

Thence N 43° 45' 13" W along said sideline of Elm Street 327.06 feet to the southeasterly sideline of Lancaster Street East;

Thence N 49° 39' 27" E along said sideline of Lancaster Street East 210.57 feet to the southwesterly sideline of Cedar Street;

Thence S 43° 29' 51" E along said sideline of Cedar Street 40.00 feet to the northeasterly corner of land now or formerly of Archie and Margaret Tevanian;

Thence by the following courses and distances along said Tevanian land:

S 49° 39' 26" W 117.00 feet to a point;

S 42° 13' 00" E 39.96 feet to a point;

N 49° 39' 26" E 117.89 feet to a point on said sideline of Cedar Street;

Thence S 43° 29' 51" E along said sideline of Cedar Street 39.34 feet to the northeasterly corner of land now or formerly of Leon and Mary Tevanian;

Thence by the following courses and distances along said Tevanian land:

S 48° 42' 12" W 118.73 feet to a point;

S 42° 13' 00" E 40.00 feet to a point;

N 48° 41' 30" E 119.62 feet to a point on said sideline of Cedar Street;

Thence S 43° 29' 51" E along said sideline of Cedar Street 80.62 feet to the northeasterly corner of land now or formerly of Francis F. Buck;

Thence S 48° 41' 30" W along said Buck land 63.30 feet to a point;

Thence S 42° 36' 35" E along said Buck land 83.34 feet to a point on the northwesterly sideline of said Oxford Street;

Thence S 48° 38' 53" W along said sideline of Oxford Street 144.34 feet to the point of beginning.

PARCEL 3 -

Comprised of:

1. 156-174 Lancaster Street East/51-53 Cedar Street/84 Chestnut Street – (26-A-1)

A certain parcel of land, with the improvements thereon, situated on the southeasterly side of Lancaster Street, in the City of Portland, County of Cumberland, State of Maine and shown as Parcel 3 on the Plan, bounded and described as follows:

Beginning at the intersection of the southeasterly sideline of Lancaster Street and the southwesterly sideline of Chestnut Street;

Thence S 44° 38' 26" E along the sideline of Chestnut Street 88.08 feet;

Thence S 49° 39' 27" W 107.40;

Thence N 45° 57' 49" W 3.67 feet;

Thence S 31° 29' 21" W 4.67 feet;

Thence N 43° 29' 51" W 23.77 feet;

Thence S 49° 39' 27" W 35.69 feet;

Thence N 43° 29' 51" W 28.00 feet;

Thence S 49° 39' 27" W 72.00 feet to the northeasterly sideline of Cedar Street;

Thence N 43° 29' 51" W along said sideline 34.00 feet to the southeasterly sideline of Lancaster Street;

Thence N 49° 39' 27" E along said sideline 219.00 feet to the point of beginning.

Meaning and intending to convey and hereby conveying the same premises conveyed to Bayside II, LLC by Quitclaim Deed of October Corporation, dated January 26, 2000 and recorded in said Registry of Deeds in Book 15298, Page 144.

EXHIBIT A - 3

BAYSIDE III, LLC PROPERTY

Comprised of

1. 191 Oxford Street/66-68 Chestnut – (26-B-8);
2. 193-195 Oxford Street – (26-B-9);
3. 197 Oxford Street – (26-B-18)
4. 199-201 Oxford Street – (26-B-10-11)

A certain parcel of land, together with the improvements thereon, situated on the northwesterly side of Oxford Street in the City of Portland, County of Cumberland, State of Maine, and shown as Parcel 1 on ALTA/ACSM Land Title Survey on Cedar Street, Chestnut Street, Elm Street and Oxford Street, Portland, Maine for Bayside III, LLC by Owen Haskell, Inc., dated January 24, 2000 and recorded in the Cumberland County Registry of Deeds in Plan Book 200, Page 42 (the “Plan”), bounded and described as follows:

Beginning at the intersection of the northwesterly sideline of Oxford Street and the southwesterly sideline of Chestnut Street;

Thence S 48° 37' 47" W along the sideline of Oxford Street 167.19 feet;

Thence N 43° 29' 51" W 67.00 feet;

Thence N 48° 37' 47" E 35.54 feet;

Thence N 00° 14' 40" E 2.72 feet;

Thence N 52° 33' 00" E 18.73 feet;

Thence N 41° 16' 13" W 3.10 feet;

Thence N 49° 06' 44" E 109.65 feet to the southwesterly sideline of Chestnut Street;

Thence S 44° 38' 26" E 70.00 feet to the point of beginning.

Meaning and intending to convey and hereby conveying the remaining premises conveyed to Bayside III, LLC by Quitclaim Deed from October Corporation, dated January 26, 2000 and recorded in said Registry of Deeds in Book 15298, Page 193.

EXHIBIT A - 4

BAYSIDE IV, LLC PROPERTY

PARCEL 1 -

Comprised of:

1. 91-95 Chestnut Street/147-155 Lancaster Street – (25-D-10)
2. 97-103 Chestnut Street/60-66 Kennebec Street – (25-D-9)

A certain lot or parcel of land, together with the improvements thereon, situated on the northwesterly side of Lancaster Street and the northeasterly side of Chestnut Street, in the City of Portland, County of Cumberland, and State of Maine, and shown as Parcel 1 on ALTA/ACSM Land Title Survey on Cedar Street, Lancaster Street East, Chestnut Street and Oxford Street, Portland, Maine for Bayside IV, LLC by Owen Haskell, Inc., dated January 24, 2000 and recorded in the Cumberland County Registry of Deeds in Plan Book 200, Page 43 (the "Plan"), bounded and described as follows

Beginning at the intersection of the northeasterly side of said Chestnut Street and the northwesterly side of Lancaster Street;

Thence by the northeasterly side of Chestnut Street N 44° 38' 26" W, a distance of 165.33 feet, to the southeasterly side of Kennebec Street;

Thence by the southeasterly side of said Kennebec Street N 49° 02' 07" E, a distance of 84.95 feet, to the northwesterly corner of land conveyed to E. Perry Iron and Metal Co. as described in the deed recorded in said Registry of Deeds in Book 12604 Page 268;

Thence by land now or formerly of said E. Perry Iron and Metal Co. on the following courses:

- S 40° 57' 53" E, a distance of 117.11 feet;
- N 49° 02' 47" E, a distance of 40.11 feet;
- S 43° 43' 01" E, a distance of 47.93 feet, to the northwesterly side of said Lancaster Street;

Thence by the northwesterly side of said Lancaster Street S 49° 02' 07" W, a distance of 116.76 feet to the point of beginning.

PARCEL 2 -

Comprised of:

1. 82 Chestnut Street/Hall's Court – (26-A-5-14)
2. 1-5 Hall's Court – (26-A-6-7)

A certain parcel of land, together with the improvements thereon, situated on the southwesterly side of Chestnut Street and the northwesterly side of Hall's Court, so-called, in the City of Portland, County of Cumberland, State of Maine and shown as Parcel 2 on the Plan, bounded and described as follows:

Beginning at the intersection of the southwesterly sideline of Chestnut Street and the northwesterly sideline of Hall's Court;

Thence S 49° 19' 48" W along the sideline of Halls Court 112.65 feet;

Thence N 43° 29' 51" W 31.09 feet;

Thence N 49° 39' 27" E 112.08 feet to the southwesterly sideline of Chestnut Street;

Thence S 44° 38' 26" E 30.48 feet to the point of beginning.

PARCEL 3 –

Comprised of:

1. 78 Chestnut Street/Halls Court – (26-B-5);
2. 74 Chestnut Street – (26-B-6-15);
3. 4-8 Hall's Court – (26-B-4-17);
4. 35 Cedar Street – (26-B-16)

A certain parcel of land, together with the improvements thereon, situated on the southwesterly side of Chestnut Street and the southeasterly side of Hall's Court, so-called, in the City of Portland, County of Cumberland, State of Maine and shown as Parcel 3 on the Plan, bounded and described as follows:

Beginning at the intersection of the southwesterly sideline of Chestnut Street and the southeasterly sideline of Hall's Court;

Thence S 44° 38' 26" E along the sideline of Chestnut Street 78.04 feet;

Thence S 49° 06' 44" W 108.67 feet;

Thence S 43° 14' 05" E 39.95 feet;

Thence S 41° 16' 13" E 3.10 feet;

Thence S 52° 33' 00" W 18.73 feet;

Thence S 00° 14' 40" W 2.72 feet;

Thence S 48° 37' 47" W 35.54 feet;

Thence N 43° 29' 51" W 33.00 feet;

Thence S 48° 37' 47" W 57.00 feet to the northeasterly sideline of Cedar Street;

Thence N 43° 29' 51" W along said sideline 23.00 feet;

Thence N 48° 37' 47" E 113.42 feet;

Thence N 43° 14' 05" W 58.51 feet to the southeasterly sideline of Hall's Court;

Thence along said sideline the following courses and distances:

N 33° 50' 09" E 19.40 feet;

N 42° 14' 19" E 19.88 feet;

N 49° 19' 48" E 68.00 feet to the point of beginning.

PARCEL 4

Comprised of:

1. 205-209 Oxford Street/27-31 Cedar Street – (26-B-12-13)

A certain parcel of land, together with the improvements thereon, situated on the northwesterly side of Oxford Street, and the northeasterly side of Cedar Street in the City of Portland, County of Cumberland State of Maine and shown as Parcel 4 on the Plan, bounded and described as follows:

Beginning at the intersection of the northwesterly sideline of Oxford Street and the northeasterly sideline of Cedar Street;

Thence N 43° 29' 51" W along the sideline of Cedar Street 64.50 feet;

Thence N 48° 37' 47" E 57.00 feet;

Thence S 43° 29' 51" E 64.50 feet to the northwesterly sideline of Oxford Street;

Thence S 48° 37' 47" W along said sideline 57.00 feet to the point of beginning.

Meaning and intending to convey and hereby conveying the remaining premises conveyed to Bayside IV, LLC by Quitclaim Deed of October Corporation, dated January 26, 2000 and recorded in said Registry of Deeds in Book 15298, Page 242.

PARCEL 5

Comprised of: 50 Cedar Street – (33-H-9)

A certain lot or parcel of land, with all the buildings thereon, situated on the southwesterly side of Cedar Street, in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a stake on the line of said Street distant two hundred forty-four and four tenths (244.4) feet northwesterly from Oxford Street at the northerly corner of land sold by the Administrator of William Webb's Estate to Josiah M. Haskell and running thence northwesterly by said Cedar Street forty (40) feet to a stake;

Thence southwesterly on a line parallel with the northwesterly side of said Haskell's land one hundred seventeen (117) feet, more or less, to the southwesterly sideline of land of which the said Webb died seized;

Thence southeasterly by said southwesterly sideline of said Webb's land to most westerly corner of said Haskell's lot:

Thence northeasterly by said Haskell's land one hundred seventeen (117) feet, more or less, to the point of beginning.

Being the same premises conveyed by Quitclaim Deed with Covenant dated November 16, 2018 from 50 Cedar Street, LLC, to Bayside IV, LLC, and recorded in the Cumberland County Registry of Deeds in Book 35293, Page 77.

Exhibit B

Leases

ASSIGNMENT OF CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

This ASSIGNMENT OF CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE (this "Assignment") is made as of the 5th day of October, 2022, by and between **Tom Watson & Co., LLC**, a Maine limited liability company (the "Assignor"), and **60 Elm Street LLC**, a Maine limited liability company (the "Assignee"), both have a mailing address and principal place of business at 82 Hanover Street, Suite 5, Portland, Maine 04101.

RECITALS

WHEREAS, Assignor is the Buyer and Bayside I, LLC, a Maine limited liability company, is the Seller under that certain Contract for the Sale of Commercial Real Estate dated May 18, 2022 (as the same has been or may be amended and extended from time to time, the "Contract") respecting real property and improvements thereon located at 60 Elm Street, Portland, Maine (the "Property") and more particularly described in the Contract; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, an assignment of all Assignor's right, title and interest in and to the Contract as such relate to the Property, all in accordance with the terms and conditions of this Assignment.

ASSIGNMENT

NOW THEREFORE, for good and valuable consideration, the recipe and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agrees as follows:

1) Assignor hereby assigns to Assignee all right, title and interest of Assignor in and to the Contract as such relate to the Property, including, without limitation, all right, title and interest of Assignor in and to any earnest money deposit or other amounts being held pursuant to the terms of the Contract.

2) Assignee hereby accepts the foregoing assignment from Assignor and hereby assumes all obligations of Assignor under the Contract as such relate to the Property.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

Tom Watson & Co., LLC

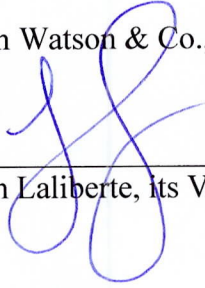
By: 

John Laliberte, its Vice President

ASSIGNEE:

60 Elm Street LLC

By: Tom Watson & Co., LLC, its Manager

By: 

John Laliberte, its Vice President

Seen and agreed to by Seller:

Bayside I, LLC

By: _____
Thomas A. Toye, III, Member

ASSIGNMENT OF CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

This ASSIGNMENT OF CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE (this "Assignment") is made as of the 5th day of October, 2022, by and between **Tom Watson & Co., LLC**, a Maine limited liability company (the "Assignor"), and **73 Elm Street LLC**, a Maine limited liability company (the "Assignee"), both have a mailing address and principal place of business at 82 Hanover Street, Suite 5, Portland, Maine 04101.

RECITALS

WHEREAS, Assignor is the Buyer and Bayside I, LLC, a Maine limited liability company, is the Seller under that certain Contract for the Sale of Commercial Real Estate dated May 18, 2022 (as the same has been or may be amended and extended from time to time, the "Contract") respecting real property and improvements thereon located at 73 Elm Street, Portland, Maine (the "Property") and more particularly described in the Contract; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, an assignment of all Assignor's right, title and interest in and to the Contract as such relate to the Property, all in accordance with the terms and conditions of this Assignment.

ASSIGNMENT

NOW THEREFORE, for good and valuable consideration, the recipe and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agrees as follows:

1) Assignor hereby assigns to Assignee all right, title and interest of Assignor in and to the Contract as such relate to the Property, including, without limitation, all right, title and interest of Assignor in and to any earnest money deposit or other amounts being held pursuant to the terms of the Contract.

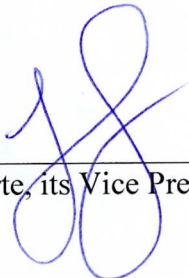
2) Assignee hereby accepts the foregoing assignment from Assignor and hereby assumes all obligations of Assignor under the Contract as such relate to the Property.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

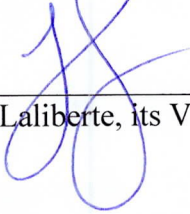
Tom Watson & Co., LLC

By:  _____
John Laliberte, its Vice President

ASSIGNEE:

73 Elm Street LLC

By: Tom Watson & Co., LLC, its Manager

By:  _____
John Laliberte, its Vice President

Seen and agreed to by Seller:

Bayside I, LLC

By: _____
Thomas A. Toye, III, Member

ASSIGNMENT OF CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

This ASSIGNMENT OF CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE (this "Assignment") is made as of the 5th day of October, 2022, by and between **Tom Watson & Co., LLC**, a Maine limited liability company (the "Assignor"), and **89 Elm Street LLC**, a Maine limited liability company (the "Assignee"), both have a mailing address and principal place of business at 82 Hanover Street, Suite 5, Portland, Maine 04101.

RECITALS

WHEREAS, Assignor is the Buyer and Bayside II, LLC, a Maine limited liability company, is the Seller under that certain Contract for the Sale of Commercial Real Estate dated May 18, 2022 (as the same has been or may be amended and extended from time to time, the "Contract") respecting real property and improvements thereon located at 89 Elm Street, Portland, Maine (the "Property") and more particularly described in the Contract; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, an assignment of all Assignor's right, title and interest in and to the Contract as such relate to the Property, all in accordance with the terms and conditions of this Assignment.

ASSIGNMENT

NOW THEREFORE, for good and valuable consideration, the recipe and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agrees as follows:

1) Assignor hereby assigns to Assignee all right, title and interest of Assignor in and to the Contract as such relate to the Property, including, without limitation, all right, title and interest of Assignor in and to any earnest money deposit or other amounts being held pursuant to the terms of the Contract.

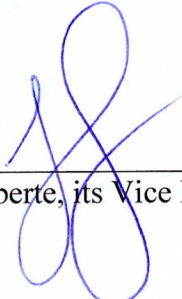
2) Assignee hereby accepts the foregoing assignment from Assignor and hereby assumes all obligations of Assignor under the Contract as such relate to the Property.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

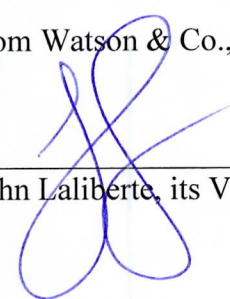
Tom Watson & Co., LLC

By:  _____
John Laliberte, its Vice President

ASSIGNEE:

89 Elm Street LLC

By: Tom Watson & Co., LLC, its Manager

By:  _____
John Laliberte, its Vice President

Seen and agreed to by Seller:

Bayside II, LLC

By: _____
Thomas A. Toye, III, Member

ASSIGNMENT OF CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

This ASSIGNMENT OF CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE (this "Assignment") is made as of the 5th day of October, 2022, by and between **Tom Watson & Co., LLC**, a Maine limited liability company (the "Assignor"), and **149 Lancaster Street LLC**, a Maine limited liability company (the "Assignee"), both have a mailing address and principal place of business at 82 Hanover Street, Suite 5, Portland, Maine 04101.

RECITALS

WHEREAS, Assignor is the Buyer and Bayside IV, LLC, a Maine limited liability company, is the Seller under that certain Contract for the Sale of Commercial Real Estate dated May 18, 2022 (as the same has been or may be amended and extended from time to time, the "Contract") respecting real property and improvements thereon located at 149 Lancaster Street, Portland, Maine (the "Property") and more particularly described in the Contract; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, an assignment of all Assignor's right, title and interest in and to the Contract as such relate to the Property, all in accordance with the terms and conditions of this Assignment.

ASSIGNMENT

NOW THEREFORE, for good and valuable consideration, the recipe and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agrees as follows:

1) Assignor hereby assigns to Assignee all right, title and interest of Assignor in and to the Contract as such relate to the Property, including, without limitation, all right, title and interest of Assignor in and to any earnest money deposit or other amounts being held pursuant to the terms of the Contract.

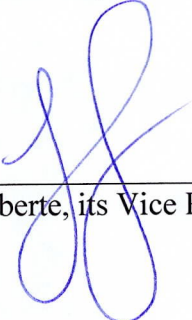
2) Assignee hereby accepts the foregoing assignment from Assignor and hereby assumes all obligations of Assignor under the Contract as such relate to the Property.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

Tom Watson & Co., LLC

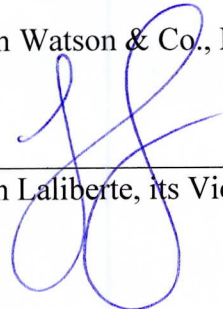
By: 

John Laliberte, its Vice President

ASSIGNEE:

149 Lancaster Street LLC

By: Tom Watson & Co., LLC, its Manager

By: 

John Laliberte, its Vice President

Seen and agreed to by Seller:

Bayside IV, LLC

By: _____
Thomas A. Toye, III, Member

ASSIGNMENT OF CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

This ASSIGNMENT OF CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE (this "Assignment") is made as of the 5th day of October, 2022, by and between **Tom Watson & Co., LLC**, a Maine limited liability company (the "Assignor"), and **196 Lancaster Street LLC**, a Maine limited liability company (the "Assignee"), both have a mailing address and principal place of business at 82 Hanover Street, Suite 5, Portland, Maine 04101.

RECITALS

WHEREAS, Assignor is the Buyer and Bayside I, LLC, a Maine limited liability company, is the Seller under that certain Contract for the Sale of Commercial Real Estate dated May 18, 2022 (as the same has been or may be amended and extended from time to time, the "Contract") respecting real property and improvements thereon located at 196 Lancaster Street, Portland, Maine (the "Property") and more particularly described in the Contract; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, an assignment of all Assignor's right, title and interest in and to the Contract as such relate to the Property, all in accordance with the terms and conditions of this Assignment.

ASSIGNMENT

NOW THEREFORE, for good and valuable consideration, the recipe and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agrees as follows:

1) Assignor hereby assigns to Assignee all right, title and interest of Assignor in and to the Contract as such relate to the Property, including, without limitation, all right, title and interest of Assignor in and to any earnest money deposit or other amounts being held pursuant to the terms of the Contract.

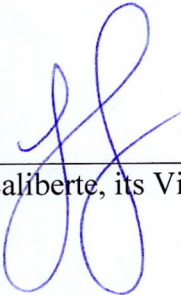
2) Assignee hereby accepts the foregoing assignment from Assignor and hereby assumes all obligations of Assignor under the Contract as such relate to the Property.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

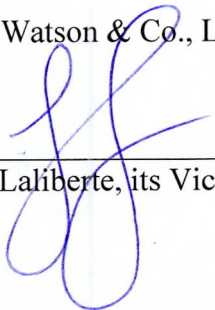
Tom Watson & Co., LLC

By:  _____
John Laliberte, its Vice President

ASSIGNEE:

196 Lancaster Street LLC

By: Tom Watson & Co., LLC, its Manager

By:  _____
John Laliberte, its Vice President

Seen and agreed to by Seller:

Bayside I, LLC

By: _____
Thomas A. Toye, III, Member

ASSIGNMENT OF CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

This ASSIGNMENT OF CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE (this "Assignment") is made as of the 5th day of October, 2022, by and between **Tom Watson & Co., LLC**, a Maine limited liability company (the "Assignor"), and **197 Oxford Street LLC**, a Maine limited liability company (the "Assignee"), both have a mailing address and principal place of business at 82 Hanover Street, Suite 5, Portland, Maine 04101.

RECITALS

WHEREAS, Assignor is the Buyer and Bayside III, LLC, a Maine limited liability company, is the Seller under that certain Contract for the Sale of Commercial Real Estate dated May 18, 2022 (as the same has been or may be amended and extended from time to time, the "Contract") respecting real property and improvements thereon located at 197 Oxford Street, Portland, Maine (the "Property") and more particularly described in the Contract; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, an assignment of all Assignor's right, title and interest in and to the Contract as such relate to the Property, all in accordance with the terms and conditions of this Assignment.

ASSIGNMENT

NOW THEREFORE, for good and valuable consideration, the recipe and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agrees as follows:

1) Assignor hereby assigns to Assignee all right, title and interest of Assignor in and to the Contract as such relate to the Property, including, without limitation, all right, title and interest of Assignor in and to any earnest money deposit or other amounts being held pursuant to the terms of the Contract.

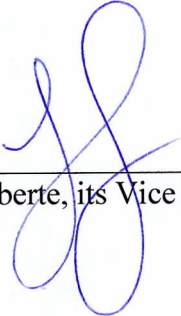
2) Assignee hereby accepts the foregoing assignment from Assignor and hereby assumes all obligations of Assignor under the Contract as such relate to the Property.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

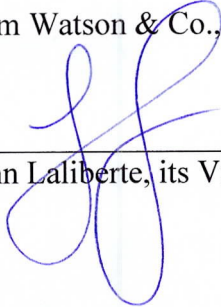
Tom Watson & Co., LLC

By: 
John Laliberte, its Vice President

ASSIGNEE:

197 Oxford Street LLC

By: Tom Watson & Co., LLC, its Manager

By: 
John Laliberte, its Vice President

Seen and agreed to by Seller:

Bayside III, LLC

By: _____
Thomas A. Toye, III, Member

ASSIGNMENT OF CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE

This ASSIGNMENT OF CONTRACT FOR THE SALE OF COMMERCIAL REAL ESTATE (this "Assignment") is made as of the 5th day of October, 2022, by and between **Tom Watson & Co., LLC**, a Maine limited liability company (the "Assignor"), and **WBP Commercial LLC**, a Maine limited liability company (the "Assignee"), both have a mailing address and principal place of business at 82 Hanover Street, Suite 5, Portland, Maine 04101.

RECITALS

WHEREAS, Assignor is the Buyer and Bayside I, LLC, Bayside II, LLC, Bayside III, LLC and Bayside IV, LLC, each a Maine limited liability company and, collectively, is the Seller under that certain Contract for the Sale of Commercial Real Estate dated May 18, 2022 (as the same has been or may be amended and extended from time to time, the "Contract") respecting (a) real property and improvements thereon located at 165-185 Lancaster Street, Portland, Maine; (b) real property and improvements thereon located at 82 Chestnut Street, Portland, Maine; (c) real property and improvements thereon located at 190 Lancaster Street, Portland, Maine; and (d) real property and improvements thereon located at 62 Elm Street, Portland, Maine (items (a) through (d) are referred to herein collectively as the "Property") and more particularly described in the Contract; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, an assignment of all Assignor's right, title and interest in and to the Contract as such relate to the Property, all in accordance with the terms and conditions of this Assignment.

ASSIGNMENT

NOW THEREFORE, for good and valuable consideration, the recipe and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agrees as follows:

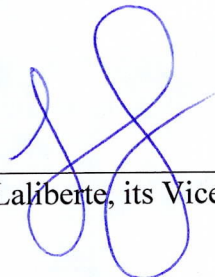
- 1) Assignor hereby assigns to Assignee all right, title and interest of Assignor in and to the Contract as such relate to the Property, including, without limitation, all right, title and interest of Assignor in and to any earnest money deposit or other amounts being held pursuant to the terms of the Contract.
- 2) Assignee hereby accepts the foregoing assignment from Assignor and hereby assumes all obligations of Assignor under the Contract as such relate to the Property.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

Tom Watson & Co., LLC

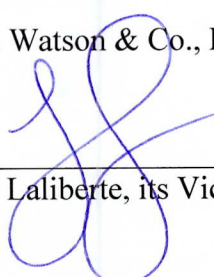
By: 

John Laliberte, its Vice President

ASSIGNEE:

WBP Commercial LLC

By: Tom Watson & Co., LLC, its Manager

By: 

John Laliberte, its Vice President

Seen and agreed to by Seller:

Bayside I, LLC

By: _____

Thomas A. Toye, III, Member

Bayside II, LLC

By: _____

Thomas A. Toye, III, Member

Bayside III, LLC

By: _____

Thomas A. Toye, III, Member

Bayside IV, LLC

By: _____

Thomas A. Toye, III, Member

61 Preble Street: Phase 1B

Staff Comment Response 05.12.2025

Staff comment: The proposed development includes a furnishing zone with pedestrian amenities and public sidewalk to access existing open spaces within a half-mile radius that is consistent with the approved MDP. In addition, the building design includes a street-level courtyard accessible from the public sidewalk to contribute towards open space that Staff finds appropriate and consistent with the approved MDP.

Staff recommends removal of the linear green area at the rear of the proposed building shown on the MDP amendment. Staff finds this open space is not easily accessible and suggest a more utilitarian function for stormwater drainage with fencing for maintenance access only.

Linear Open Space - Comment Response:

15' wide by 200' +/- alley to be improved between the Phase 1B building and the existing Portland Public Market Garage. Area to include secure ornamental fence & gates at Elm and Preble Streets, walking path, shade garden plantings, granite post accents, drainage improvements and lighting. Fencing and gate design to be contextually appropriate and complementary to proposed building architecture. Door access from the proposed Phase 1B building to the alley providing controlled access to the alley.

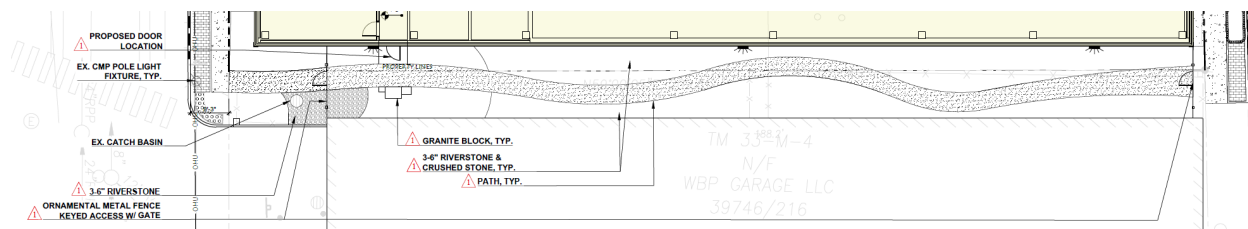


Figure 1: Sheet L1

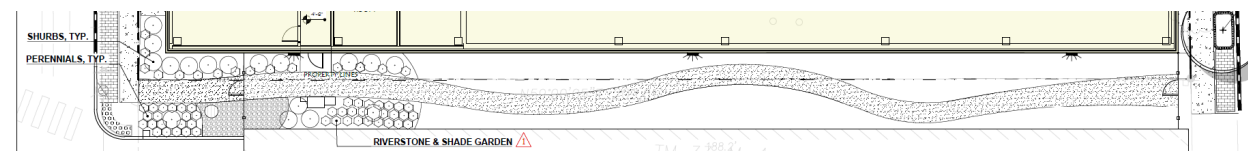


Figure 2: Sheet L2

1. EXISTING CONDITIONS PROVIDED BY "TOPOGRAPHIC SURVEY BAYSIDE PARCELS LANCASTER, PREBLE, ELM, CEDAR, CHESTNUT AND OXFORD STREETS, PORTLAND, MAINE" PREPARED FOR BUSH WATSON DATED DECEMBER 6, 2022 BY OWEN HASKELL. INC. UTILITY INFORMATION OBTAINED FROM PORTLAND WATER DISTRICT MAPPING, UNITIL MAPPING, AND THE CITY OF PORTLAND GIS DATA CATALOG.
2. ADDITIONAL EXISTING INFORMATION FROM CAD FILE PROVIDED BY OWEN HASKELL, INC. OF "BOUNDARY & TOPOGRAPHIC SURVEY AT 117 PREBLE STREET, PORTLAND, MAINE" DATED SEPTEMBER 28, 2015,

1. EXISTING ASPHALT TO BE REMOVED SHALL BE STRIPPED AND PROPERLY DISPOSED OF OFFSITE.
2. ALL DISPOSAL 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.
3. SITE DEMOLITION SHALL NOT OCCUR UNTIL PROPER ABATEMENT PROCEDURES HAVE OCCURRED. ABATEMENT, NECESSARY, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
4. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES 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 AND LOCATE POTENTIAL CONFLICT WITH THE APPROVED PLANS PRIOR TO CONSTRUCTION.
5. ALL CONSTRUCTION MATERIALS AND EQUIPMENT WILL BE REMOVED AT PROJECT COMPLETION. FINAL SIGNAGE WORDING AND PLACEMENT LOCATION TO BE ACCEPTED BY THE CITY.
6. SEDIMENT BARRIERS TO BE PLACED DIRECTLY ON THE FRONT AND SIDE PROPERTY LINES, DOWN GRADIENT OF THE ALL CONSTRUCTION ACTIVITIES. ALL PETS DETAINED ON THE PROPERTY LINES AS SHOWN ON THE PLAN FOR CLARITY PURPOSES AND DO NOT NECESSARILY DEPICT THE PHYSICAL LOCATION.
7. CONTRACTOR SHALL PLACE CATCH BASIN INLET PROTECTION ON CATCH BASINS AND FIELD LINES DOWN-GRADIENT TO PREVENT EROSION.
8. DEMOLITION 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. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE CITY OF PORTLAND REGULATIONS.
9. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS AND FEES TO EMPLOYEES; ON-SITE PARKING WILL NOT BE PROVIDED OR GUARANTEED. CONTRACTOR TO BE RESPONSIBLE FOR OBTAINING THE APPROPRIATE PERMITS FROM THE CITY FOR CLOSING ANY ON-STREET PARKING SPACES DURING THE CONSTRUCTION PERIOD.
10. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AND DIG SAFE AT LEAST 72 HOURS PRIOR TO EXCAVATION.
11. REMOVAL OF UNDERGROUND FUEL TANKS TO BE IN ACCORDANCE WITH MAINE DEP CHAPTER 619 REGULATIONS.



DRAWING NAME:	MASTER PHASING PLAN
PROJECT NAME:	WEST BAYSIDE MASTER DEVELOPMENT PLAN
CLIENT:	WEST BAYSIDE PARTNERS, LLC 188 STATE STREET, 3RD FLOOR, PORTLAND, ME 04101

FILE:	1192_CIVIL
JN:	1192.1
SCALE:	AS NOTED
DESIGNED BY:	SJL
DRAWN BY:	MKT
CHECKED BY:	WHS

DRAWING NO.
C-12

BAYSIDE PORTLAND
OPEN SPACE TYPOLOGIES



(L-2)

June 2, 2023
Revised February 7, 2025

Bayside | Portland, ME

BAYSIDE PORTLAND
RETAIL & OUTDOOR DINING OPPORTUNITIES



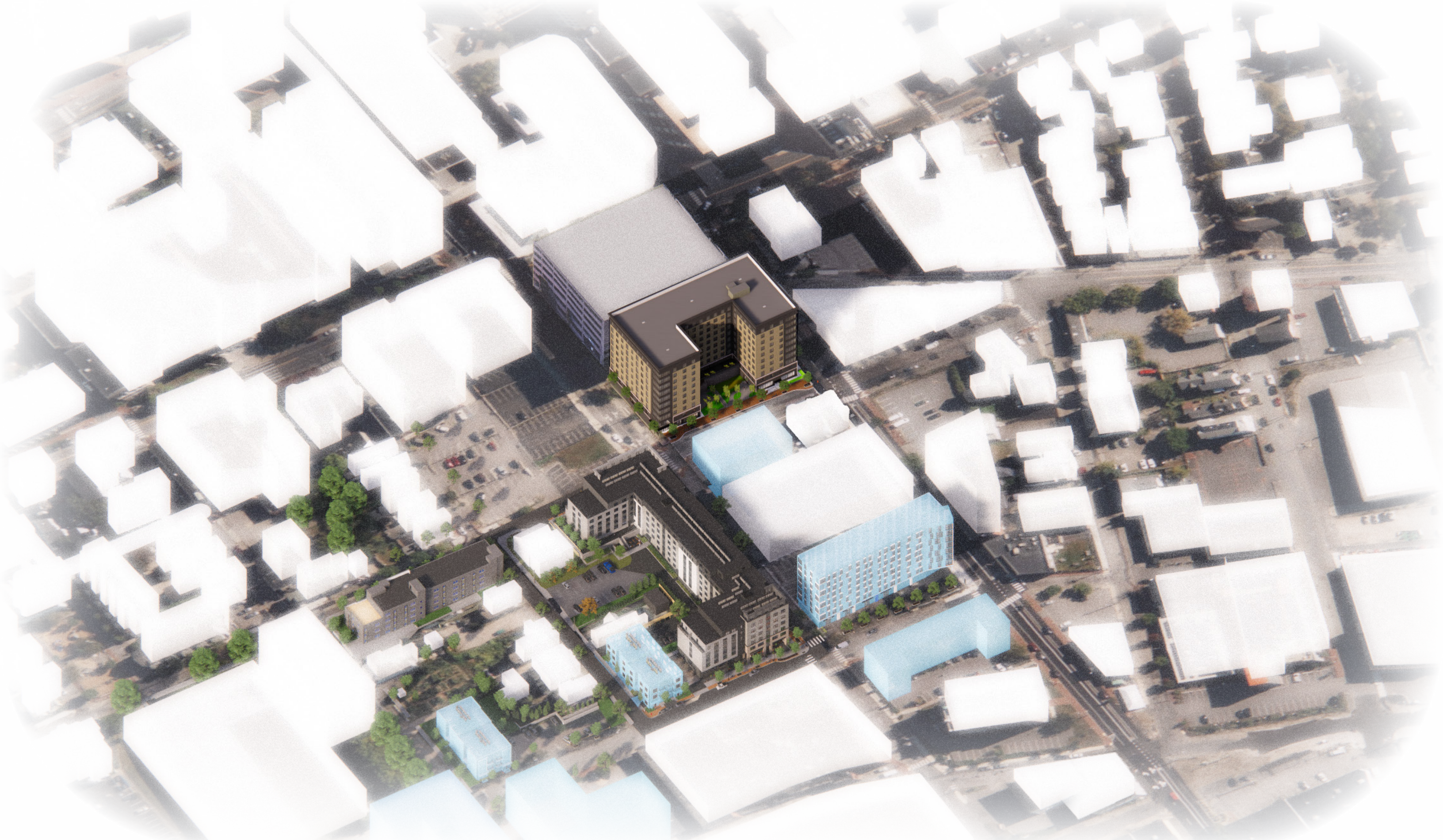
(L-3)

June 2, 2023
Revised February 7, 2025

Bayside | Portland, ME

BAYSIDE PORTLAND
ILLUSTRATIVE SITE PLAN





61 Preble Street - Phase 1B
Design Development
Portland, ME

