

CITY OF PORTLAND, MAINE

PLANNING BOARD



Brandon Mazer, Chair
Maggie Stanley, Vice Chair
Marpheen Chann
Sean Dundon
Bob Dunfey
David Silk
Austin Smith

AGENDA PORTLAND PLANNING BOARD MEETING

The Portland Planning Board will hold a remote meeting on Tuesday, April 21, 2020, 4:30 p.m. This meeting will take place using Zoom.

Virtual meetings are allowed using emergency legislation approved by LD 2167; 1 M.R.S. §403-A, that authorizes cities and towns to conduct meetings online.

Allow your computer to install the free Zoom app to get the best meeting experience.

ZOOM MEETING INSTRUCTIONS

You are invited to a Zoom webinar.

When: Apr 21, 2020 04:30 PM Eastern Time (US and Canada)

Topic: Planning Board Public Hearing 4/21/2020

Please click the link to join the webinar: <https://zoom.us/j/898815380>

For public comment, you will need to use the "raise your hand" feature. To raise your hand via the telephone, please hit *9. You will be un--muted by the host when it is time for public comment.

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Webinar ID: 898 815 380

International numbers available: <https://zoom.us/u/a612rzByI>

For more information on how to use Zoom, please go to
<https://www.portlandmaine.gov/remotepanningboard>

Public comments will be taken for each item on the agenda during the estimated allotted time and written comments should be submitted to planningboard@portlandmaine.gov.

AFTERNOON PUBLIC HEARING - 4:30 PM

1. ROLL CALL AND DECLARATION OF QUORUM

2. COMMUNICATION AND REPORTS

3. REPORT OF ATTENDANCE AT THE MEETING HELD ON MARCH 10, 2020

Afternoon Public Hearing

5-7 India Street: Chann, Dundon, Dunfey, Silk, Smith and Stanley present; Mazer absent.

32 Pleasant Street: Chann, Dundon, Dunfey, Mazer, Smith and Stanley present; Silk recused.

Evening Public Hearing

6 White Birch Lane: Chann, Dundon, Dunfey, Mazer, Silk, Smith and Stanley present.

Munjoy Hill Historic District: Chann, Dundon, Dunfey, Mazer, Silk, Smith and Stanley present.

4. REPORTS OF DECISIONS AT THE MEETING HELD ON MARCH 10, 2020

- i. Level III Subdivision; 7 India Street; EssexNorth Portland, LLC, Applicant. Stanley moved and Silk seconded a motion to find the plan in conformance with the conditional use standards for Workforce Housing with two conditions of approval. Vote 6-0, Mazer absent. Stanley moved and Silk seconded a motion to approve the subdivision with four conditions of approval. Vote 6-0, Mazer absent. Stanley moved and Silk seconded a motion to approve the Traffic Movement Permit. Vote 6-0, Mazer absent.
- ii. Level III Site Plan and Subdivision; 32 Pleasant Street; 32 Pleasant Street, LLC., Applicant. Stanley moved and Smith seconded a motion to approve the subdivision with three conditions of approval. Vote 6-0, Silk recused. Stanley moved and Smith seconded a motion to approve the site plan with four conditions of approval. Vote 6-0, Silk recused.
- iii. Level III Site Plan and Subdivision; 6 White Birch Lane; King Weinstein, Representing Birchlane, LLC., Applicant. Stanley moved and Dundon seconded a motion to approve the subdivision application with one condition of approval. Vote 7-0, Stanley moved and Dundon seconded a motion to approve the site plan application with four conditions of approval. Vote 6-1, Silk opposed.
- iv. Consideration of Potential Munjoy Hill Historic District and Individual Landmark Designations. Mazer moved and Silk seconded a motion to table the deliberation and vote to the March 17th meeting of the Planning Board. Vote 7-0.

5. NEW BUSINESS

- i. Level III Site Plan, Subdivision and Inclusionary Zoning; 104 Grant Street; Renewal Housing Associates, LLC., Applicant. The Planning Board will hold an afternoon public hearing to review the proposed development of a four-story, 23 unit residential structure. The subject property is 14,261 square feet in size and is located in the R-6 zone.



Planning Board Report PORTLAND, MAINE

104 Grant Street, CBL 048 0008001
Level III Site Plan/Subdivision, IZ Conditional Use
PL-000960-2020
Watson Renewal Grant, LLC., Applicant

Prepared by: Caitlin Cameron, Urban Designer
Date: April 15, 2020

I. INTRODUCTION

104 Grant Street, LLC. submitted a Level III Site Plan application for a residential project on Grant Street between Deering Avenue and Mellen Street in the Parkside neighborhood. The project includes Level III Site Plan, Subdivision, and IZ Conditional Use applications which are reviewed and approved through the Planning Board. The proposal is for a single four-story building with 23 affordable apartments. The required parking is provided in a combination of twelve (12) on-site and eight (8) off-site. All of the required 3 affordable units will be provided on-site. The project is located in the R-6 zone and is not within any historic district.

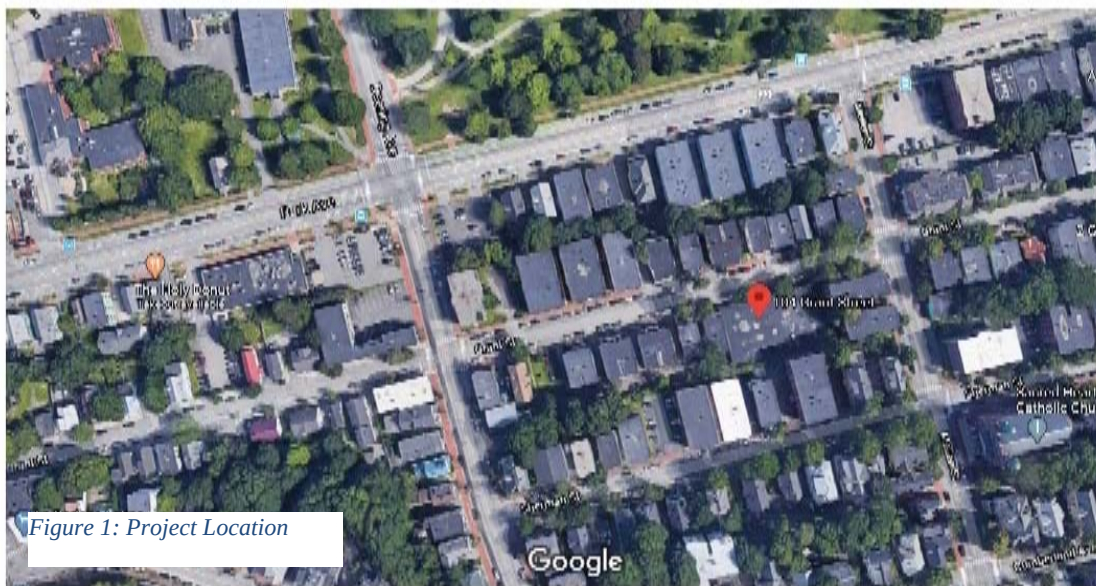


Figure 1: Project Location

Imagery ©2020 Google, Imagery ©2020 Maine GeoLibrary, Maxar Technologies, U.S. Geological Survey, Map data ©2020

100 ft

Applicant: Watson Renewal Grant, LLC. (represented by Todd Alexander)
Agent and Engineer: Acorn Engineering (Sam Label)
Architect: Ryan Senatore Architecture (Ryan Senatore)

II. REQUIRED REVIEWS + REQUESTED WAIVERS

Review Type	Applicable Standards
New construction over 10,000 sf	Level III Site Plan Review and R-6 Design Review
Subdivision (23 dwelling units) > 3 units	Level III Subdivision Review
Multi-Family Residential >10 units	Inclusionary Zoning Conditional Use
Waivers	
Reduce parking stall size to 8.5' x 18'	Technical Manual Figure I-27 Standard Parking Space 9'x18'
Reduce drive aisle to 20'	Technical Manual Figure I-27 Drive aisle @ 24'
Reduce driveway width to 16'	Technical Manual Section 7.1.2 Driveway width of 20'

III. PROJECT DATA

<i>SUBJECT</i>	<i>DATA</i>
Total area of the site	14,261 sf
Total Disturbed Area	13,800 sf
Existing Zoning	R-6
Existing Use	Office, Industrial, Municipal
Proposed Use	Residential
Impervious Surface Area	
--Existing	14,255 sf
--Proposed	11,410 sf
--Net Change	-2,845 sf
Building Footprint	
--Existing	13,640 sf
--Proposed	4,950 sf
--Net Change	-8,690 sf
Building Floor Area	
--Existing	13,640 sf
--Proposed	19,556 sf
-Net Change	+5,916 sf
Proposed Room Mix	
-Efficiency	1
-One-bedroom	22
-Two-bedroom	0
Parking Spaces	12 on-site, 8 off-site (20 required)
Bicycle parking Spaces	6 (none existing)
Estimated Cost of the project:	Unknown

The proposal includes:

- 23 affordable apartments (1 studio, 22 one-bedrooms)
 - Among these are 3 workforce housing units as required by Inclusionary Zoning – three (3) provided on-site
- Indoor Bike Storage
- Parking for 12 vehicles on-site, 8 vehicles off-site

IV. EXISTING CONDITIONS

104 Grant Street currently contains a one-story commercial/industrial building that almost completely fills the lot. The site currently has no off-street parking. Two curb cuts exist on Grant Street to loading bays. The site is in the dense, residential Parkside neighborhood where traditional multi-family buildings predominate. A large retaining wall exists at the back of the site to remain.

V. PROPOSED DEVELOPMENT

The proposal will demolish the existing building and construct a new, four-story building creating twenty-three (23) residential condominium units. The building footprint and percentage of impervious surface will be a reduction from the current conditions. The proposed building is placed at the street to allow room for the surface parking behind, and the existing retaining wall will remain. Small areas of landscape are incorporated to meet the open space requirement. Most units also have balconies.

The project is intended to be an affordable condominium development. In terms of unit affordability, the applicant will place affordability restrictions on twelve (12) of the units as described below:

- a. IZ: There are now 3 units designated as IZ units that will be regulated under a Portland Workforce Housing Agreement for a term of 30 years.
- b. AHTIF/Workforce Housing: There will be 5 additional Workforce Housing units regulated under a Portland Workforce Housing Agreement for a term of 10 years. The 5 Workforce Housing Units, combined with the 3 IZ Units meet the state statutory requirements for a for-sale AHTIF (33.33% of the units within the project).
- c. Maine Housing Subdivision Grant Program: Four (4) additional units (in addition to the 8 listed above) qualify under the MH Subdivision Grant Program. These 4 units will be regulated under a MH Restrictive Covenant for 9 years.

Regarding parking and streetscape, one curb cut will be removed and one will remain as the vehicular access to the rear surface parking lot. Parking for twelve (12) vehicles is provided on-site to meet a portion of the parking requirement with one ADA space provided. The existing sidewalks, which run along the property's Grant Street frontage will be replaced with a brick sidewalk with some existing and new street trees.

This site will be served by a new stormwater management system, composed of a rain garden feature to be located next to the proposed parking lot. This garden will provide water quality treatment for the entire parking area, as well as the building roof area. Existing underground electrical and communications service will be used and the building will connect into existing water and wastewater lines located beneath Grant Street.



Additional site improvements include site landscaping along the perimeter of the proposed building with a raised curb, trees within the sidewalk, and building mounted light fixtures.

VI. ZONING ASSESSMENT

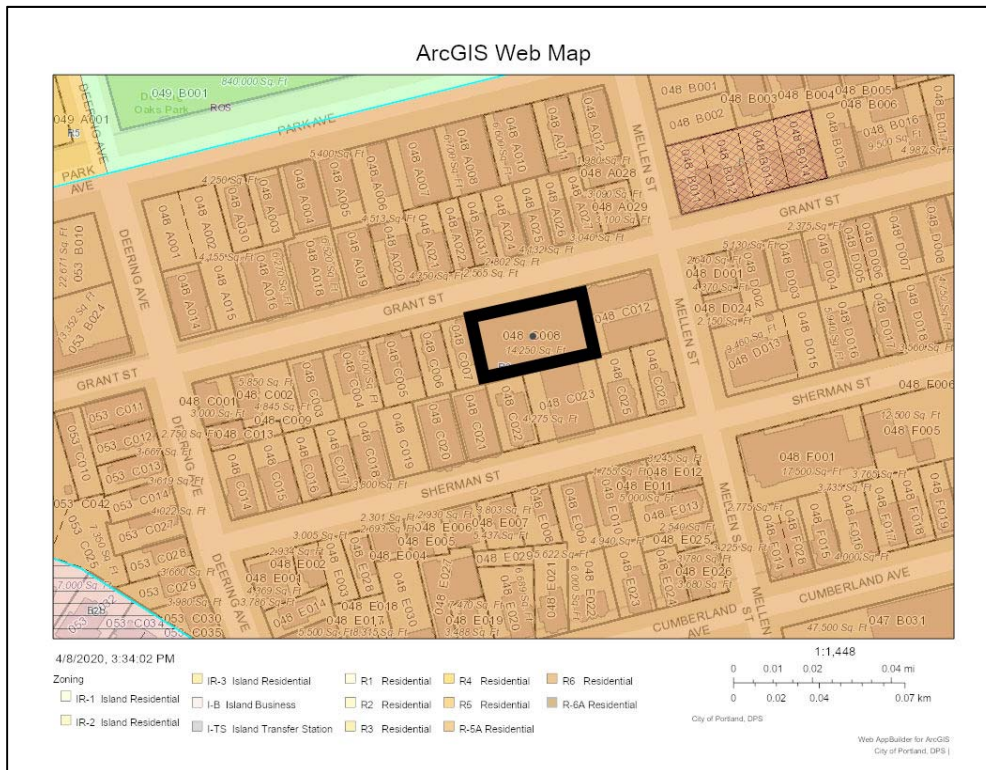


Figure 2 Project Zone

The project is located within the R-6 zone with one frontage on Grant Street. This project was reviewed for conformity with the zoning code and Site Plan Ordinance. A zoning checklist appears below. The project meets all dimensional and use requirements including lot coverage, setbacks, height, and open space. The density requirement was increased for affordable projects to 620 du/sf.

Zoning:

	Required	Proposed
Height	45'	45'
Front Setback	1.38' avg	1.3'
Rear Setback	15'	47.25'
Side Setback	5'	11.09'
Side Setback	5'	21.82'
Stepbacks after 35'	10'	n/a
Lot coverage max (14,261 sf)	8,556 (60%)	5,048 sf (35%)
Open Space	2,852 sf (20%)	2,869 sf (20%)
Impervious (max 80%)	11, 409 sf	11410 sf
Density (base)	725 sf/du = 19 du	23 du
Density (bonus 25% of base)	19 x 25% = 4.75	23 du
Parking	20	12 on-site; 8 off-site

VII. PUBLIC COMMENT

The applicant held a Neighborhood Meeting on February 12th, 2020 with nine (9) attendees and the notes are included in Attachment R. At the time of the neighborhood meeting, the applicant proposed to provide thirteen (13) parking spaces on-site and did not have a proposal for the balance required. The comments focused on parking and traffic concerns, disruption to neighbors for construction and traffic, and affordability of housing. Two public comments were received from Rachel Skillings, a resident, and Emma Holder representing the Parkside Neighborhood Association (Attachment PC1-2). Ms. Skillings comments are regarding parking and traffic concerns and requesting a parking study. The Parkside Neighborhood Association is supportive of the project, especially praising the developers for their communication and interaction with the neighborhood, the responsive design, and the de-coupling of parking from the condo units while still adding parking to the site.

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

The applicant provided evidence of Right, Title, and Interest in the form of a deed (Attachment C). Financial capacity is provided through a letter from Gorham Savings Bank (Attachment D). The applicant is also pursuing an affordable housing TIF agreement for this site.

VII. DEVELOPMENT REVIEW

A. SITE PLAN STANDARDS

(14-526. Site plan standards)

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

(a) Transportation Standards

1. Impact on Surrounding Street Systems

Tom Errico, the city's consulting traffic engineer, reviewed the project for potential impacts to surrounding roads, including assessing the parking layout and turning templates, and found the project to meet the standards and will have minimal impact. The project is providing the required number of parking spaces both on and off-site.

2. Access and Circulation

- The on-site surface parking is accessed via a single two-way driveway to the side of the building. The applicant requests a waiver for the driveway width of 16' (20' required). Mike Tremblay, Senior Engineer at DPW, requested a striped pedestrian path be added to the drive for safe access from the sidewalk to the rear of the property.
5-foot walkway [should] be closer to the building so that pedestrians would not need to cross the driveway after exiting the back of the building. If there is a reason for placing it where they did, then that's fine, but . . . I think it makes more sense adjacent to the building."
- The parking layout requires two waivers – parking stall dimensions and drive aisle. Mike Tremblay, DPW, reviewed the layout and supports the waiver requests (Attachment 1):
Included in the Technical Manual section 1.14 waiver should also include drive aisle width. Only 20.5 +/- feet is provided for drive aisle width. Turning movement diagrams have been provided, and they show that vehicles are able to enter and exit each space. DPW does not oppose the section 1.14 waiver.
- Sidewalk and site design were reviewed for conformance with the Technical Manual. No conditions of approval are proposed.

3. Public Transit Access – The project is within a quarter mile of an existing transit stop.

4. Parking – Parking is provided in a combination of twelve (12) on-site spaces and eight (8) off-site through a lease with the Longfellow Apartments property – evidence of this agreement will be a condition of approval (Attachment S). Bike parking is provided in side yard and interior bike storage.

The applicant is requesting three waivers related to the parking design – space dimensions, drive aisle, and driveway width are all compressed in dimensions for the tight urban site in competition with requirements around impervious/open space. DPW Senior Engineer Mike Tremblay supports all three waivers (*Attachment I*):

- *The parking spaces provided on site are technically compact, with the exception of the single HP space, due to the 8.5-foot width of each space. This will require a waiver of the Technical Manual, section 1.14. DPW would support this waiver, as compliance with the technical standard would result in fewer parking spaces on-site. Proposed revisions to the Technical Manual will allow for 8.5-foot wide spaces for low-turnover residential parking areas such as this.*
- *The Applicant states that 8 spaces will be provided off-site. This off-site location must be identified prior to approval.*

5. **Transportation Demand Management (TDM)** – Not applicable

(b) Environmental Quality Standards

1. **Preservation of Significant Natural Features** – there are no significant natural features on this site.
2. **Landscaping and Landscape Preservation**
 - No unreasonable soil erosion or reduction in the capacity of the land to hold water is anticipated. The Site Plan (*Plan P5*), Grading Plan (*Plan P7*), and Erosion and Sedimentation Control Report (*Attachment L*) provide information about stabilizing the site during and after construction.
 - Twenty-three (23) street trees are required for this development. The City Arborist determined five (5) of the trees proposed in this application may be counted towards the street tree requirement. The remaining eighteen (18) will be covered by the fee-in-lieu contribution at \$400 per tree.
 - The applicant is proposing site and landscape improvements to meet the open space requirement and treat stormwater. Per the City Arborist request, some of this landscape area will be protected by curbing or guardrail from vehicle maneuvers.
 - The City Arborist requests the street tree well detail to be changed to a flush grate consistent with the street scape, in addition, the number and spacing may need to be adjusted due to conflicts with utilities:

If there is on-street parking the tree planter wells should be flush to avoid contact with opening car doors etc. This is in keeping with other trees nearby.

The number of trees & spacing is dependent on the underground utilities, ideally we try to line them up to be approximately between the car spaces vs where the door open or in front of building accessways. The regular spacing on the street appears to be 30-35’.
3. **Water Quality, Stormwater Management and Erosion Control**
 - Project is not located within a watershed of any pond or lake or within 250 feet of any wetland, great pond or river.
 - There are no anticipated impacts to groundwater supplies.
 - Per the FEMA flood maps, the site is not located in a flood zone.
 - Peer reviewer Lauren Swett reviewed the application for compliance with the standards and City of Portland Technical Manual. All staff comments have been met and there are no conditions of approval related to this aspect of the project.

(c) Public Infrastructure and Community Safety Standards

1. **Consistency with City Master Plans**

Incentives for Affordable Housing and Housing – Sustaining Portland’s Future

The City believes that it is in the public interest to promote an adequate supply of affordable housing for its residents. The proposed project is required under the newly adopted Division 30, Section 14-487, Ensuring Workforce Housing to provide at least 10% workforce housing units. As described in (Attachment 4), the project proposes to provide three on-site condo units to meet the Workforce Housing requirement. However, the building generally is being developed to add 23 new residential units to the neighborhood and city and at an affordable price range. Housing stock is placed in a dense, urban, multi-modal neighborhood with good connections to several neighborhoods, offices, and services.

2. Public Safety and Fire Prevention

- No concerns

3. Availability and Adequate Capacity of Public Utilities

- The applicant has evidence of capacity from the Portland Water District.
- A 6-inch sewer line is proposed to service the building and would outlet to Grant Street. No grease trap is proposed. The applicant received Wastewater Capacity Authorization from the Department of Public Works.
- The applicant has proposed a trash and recycling room located within the building to be disposed of with an independent waste contractor from a shared driveway. The project is not anticipated to cause an unreasonable burden on the ability of the City to dispose of solid waste (Attachments K).

(d) Site Design Standards

1. **Massing, Ventilation and Wind Impact** – No adverse impact anticipated with a four-story building.
2. **Shadows** – The project is not adjacent to public accessible open space.
3. **Snow and Ice Loading** – No adverse impact anticipated.
4. **View Corridors** – No view corridor protection in this location.
5. **Historic Resources** - The project is not within a Historic District.
6. **Exterior Lighting** – The photometric plan was reviewed for conformance with the City of Portland Technical Manual Section 12- Site Lighting. Staff determined all fixtures meet the standards, the site is adequately lit.
7. **Noise and Vibration** – HVAC equipment is located within the building with minimal venting towards residential uses. The transformer is located interior to the site and is screened from the neighboring properties.
8. **Signage and Wayfinding** – Not applicable
9. **Zoning Related Design Standards** - Staff reviewed the design against the Multi-family design standards and is found to meet the standards with some explanatory comments from Urban Designer Caitlin Cameron's memo (Attachment 3):
 - *Overall, staff find this proposal to meet the standard to complement and enhance the nearest residential neighborhood which in this case includes predominantly three-story triple and double-triple multifamily buildings with simple massing, flat roofs, bay window massing variation, and stacked porches at the entry/stoop. The materials are simple selection with consistent placement on the main form and variation on the details such as the cornice, cornerboards, porches/railings. Most buildings are also slightly elevated from the street with a planting buffer.*
 - *The figure ground is very helpful in understanding how the project relates to the street in placement, massing variation, and footprint scale compared with the context. The context includes many three-story, flat-roofed triple-decker and double triple buildings. There are some four-story buildings with a longer side dimension adjacent and near this project. This building is a story taller and is longer than most buildings found within the streetscape. Therefore, it is critical that the relationship to the street, the massing variation, and scale and articulation*

provide ways to incorporate this contemporary multi-family into this particular context. Staff find the strategies to mostly successful – the bays and porches provide variation in the front façade that relates to the traditional buildings which use bays, stacked porches/decks. The ground floor is slightly elevated off the street which is also consistent. The entrance is oriented to the street; the design provides emphasis to the entry with material change, canopy, brackets. The slightly elevated ground floor and the planting buffer between the sidewalk and building respect the transition/privacy found in the neighborhood.

B. SUBDIVISION STANDARDS

(14-497(a). Review Criteria)

The proposed development has been reviewed by staff for conformance with the relevant review standards of the City of Portland's subdivision ordinance. Staff comments are below and in *Attachments 1-4*.

1. Water, Air Pollution

The project is not anticipated to result in undue air or water pollution.

2 & 3. Adequacy of Water Supply

The applicant has provided evidence of capacity from the Portland Water District (*Attachment J*).

4. Soil Erosion

No unreasonable soil erosion or reduction in the capacity of the land to hold water is anticipated. The Site Plan (*Plan P5*) and Grading and Drainage Plan (*Plan P30*) provide information about stabilizing the site during and after construction.

5. Impacts on Existing or Proposed Highways and Public Roads

The applicant was not required to provide a traffic and transportation analysis for this type and scale of development. Tom Errico, the city's consulting traffic engineer reviewed the proposal and has no concerns.

6. Sanitary Sewer/Stormwater Disposal

A 6-inch sewer line is proposed to service the building and would outlet to Grant Street. The applicant received Wastewater Capacity Authorization from the Department of Public Works. (*Attachment R*):

7. Solid Waste

The applicant has proposed a trash and recycling room located within the building to be disposed of with an independent waste contractor from a shared driveway. The project is not anticipated to cause an unreasonable burden on the ability of the City to dispose of solid waste (*Attachments K*).

8. Scenic Beauty

This proposal is not deemed to have an adverse impact on the scenic beauty of the area. The project is not within a Historic District.

9. Comprehensive Plan

Housing – the project adds 23 new units to a dense, on-peninsula neighborhood. No existing housing is being displaced by this project.

Incentives for Affordable Housing and Housing – Sustaining Portland's Future

The City believes that it is in the public interest to promote an adequate supply of affordable housing for its residents. The proposed project is required under the newly adopted Division 30, Section 14-487, Ensuring Workforce Housing to provide at least 10% workforce housing units. As described below and in

(Attachment 4), the project proposes to provide three on-site units. All units in the building will be workforce or affordable units. Housing stock is placed in a multi-modal neighborhood with good connections to several neighborhoods, offices, and services.

10. Financial and Technical Capacity

The applicant has provided evidence of financial and technical capacity (Attachment D).

11. Wetland/Water Body Impacts

Project is not located within a watershed of any pond or lake or within 250 feet of any wetland, great pond or river.

12. Groundwater Impacts

There are no anticipated impacts to groundwater supplies.

13. Flood-Prone Area

Per the FEMA flood maps, the site is not located in a flood zone.

14. Wetland/Water Body Impacts

No potential wetlands within the proposed subdivision.

15. Wetland/Water Body Impacts

No river, stream or brook within or abutting the proposed subdivision.

(14-497(c) Conformity with Code) Any proposed subdivision shall be in conformity with all relevant provisions of this Code. This project has been reviewed for conformity with the zoning code and Site Plan Ordinance. A zoning checklist and waiver request is included (Attachment I).

VIII. INCLUSIONARY ZONING CONDITIONAL USE

The applicant is required by Division 30, Section 14-487 to provide three (3) workforce housing units (on-site or off-site) or pay the fee-in-lieu. The applicant has proposed to provide three (3) of these units on-site as one-bedroom units. The Housing Program Manager has the following comments (Attachment 4):

- *As dwelling units for sale, the designated Workforce Units will be restricted to households earning up to 120% of Area Median Income (AMI). Based on the requirements outlined in Section 14-487, the development is required to provide a minimum of three (3) one-bedroom workforce units.*
- *Staff recommends the Board Approve this Conditional Use provided the Applicant and the City enter into an agreed upon Affordable Housing Agreement (AHA) before a Building Permit may be issued. The Affordable Housing Agreement will outline the details of the affordability restrictions placed on the Workforce Unit and will be filed as covenant to the property's deed with the Cumberland County Registry of Deeds.*

IX. STAFF RECOMMENDATIONS

Subject to the proposed motions and conditions of approval listed below, Planning Division staff recommends that the Planning Board approve the proposed Site Plan, Subdivision, IZ Conditional Use, and requested waivers from the Technical Manual associated with this proposal.

X. PROPOSED MOTIONS

A. WAIVERS

On the basis of the application, plans, reports and other information submitted by the applicant; findings and recommendations contained in the planning board report for the public hearing on April 21, 2020 for

application PL-000960-2020 relevant to Portland's site plan ordinance and subdivision ordinance and other regulations; and the testimony presented at the Planning Board hearing:

1. The Planning Board [**finds/does not find**], based upon the consulting civil engineer's review (*Attachment 1*), that extraordinary conditions exist or undue hardship may result from strict compliance with the Technical Manual Figure I-27. Parking Stall Dimensions. The Planning Board [**waives/does not waive**] the Technical Manual Standard to allow parking dimensions of 8.5' x 18.'
2. The Planning Board [**finds/does not find**], based upon the consulting civil engineer's review (*Attachment 1*), that extraordinary conditions exist or undue hardship may result from strict compliance with the Technical Manual standard, (Section 1.14) which requires that aisle width for right-angle parking be 24 feet per Figure I-27. The Planning Board [**waives/does not waive**] the Technical Manual Standard (Section 1.14) to allow an aisle width measuring 20 feet within the proposed surface parking lot; and
3. The Planning Board [**finds/does not find**], based upon the consulting civil engineer's review (*Attachment 1*), that extraordinary conditions exist or undue hardship may result from strict compliance with Technical Manual standard, (Section 1.7.2.3) which requires that driveway width for right-angle parking be 24 feet per Figure I-27. The Planning Board [**waives/does not waive**] the Technical Manual Standard (Section 1.14) to allow a driveway width measuring 16 feet at the curb; and

B. SITE PLAN

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 April 21, 2020 for application PL-000960-2020 relevant to the site plan regulations; and the testimony presented at the Planning Board hearing, the Planning Board finds that the plan [**is/is not**] in conformance with the site plan standards of the Land Use Code, subject to the following conditions of approval that must be met prior to the application for a building permit, unless otherwise stated:

PRIOR TO ISSUANCE OF A BUILDING PERMIT

1. The applicant shall provide a revised construction management plan for review and approval by Department of Public Works and the Planning Authority; and
2. The applicant shall revise the site plan to reflect staff comments regarding the pedestrian path to the parking; and
3. The applicant shall revise the site plan to reflect staff comments regarding the street tree design; and

PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY

4. The applicant shall submit documentation to the Planning Authority demonstrating the lease of eight (8) off-street parking spaces within a quarter mile of the site.

C. INCLUSIONARY ZONING

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 April 21, 2020 for application PL-000960-2020 relevant to the Conditional Use as authorized by Division 30 Section 14-487 Ensuring Workforce Housing; and the testimony presented at the Planning Board hearing, the Planning Board finds that the proposed conditional use [**is/is not**] in conformance with Section 14-487 standards of the Land Use Code and [**approves/does not approve**] the application, subject to the following conditions:

PRIOR TO ISSUANCE OF A BUILDING PERMIT

1. That the Applicant and the City enter into an Affordable Housing Agreement (AHA) for three (3) one-bedroom workforce units and according to the staff memo (*Attachment 4*);

PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY

2. That the Affordable Housing Agreement (AHA) be filed as a covenant to the property's deed with the Cumberland County Registry of Deeds;

D. SUBDIVISION

On the basis of the application, plans, reports and other information submitted by the applicant; findings and recommendations contained in the Planning Board report for the public hearing on April 21, 2020 for application PL-000960-2020 relevant to the subdivision regulations; and the testimony presented at the Planning Board hearing, the Planning Board finds that the plan [is/is not] in conformance with the subdivision standards of the Land Use Code and [approves/does not approve] the application, subject to the following conditions:

PRIOR TO ISSUANCE OF A BUILDING PERMIT

1. **Subdivision Plat:** That the Subdivision Plat shall be finalized to the satisfaction of the Planning Authority, Department of Public Works, and Corporation Counsel prior to signature by the Planning Board, to include references residential unit counts; on and off-site parking requirements, stormwater requirements, waste collection, and other relevant conditions and information.
2. **Easements and Licenses:** That any easement and licenses shall be finalized to the satisfaction of the Planning Authority, Department of Public Works, and Corporation Counsel prior to the Planning Board signature of the subdivision plat.
3. **Due to site constraints preventing the planting of required street trees in the right-of-way, the twenty-three (23) street trees as required in Section 14-526(2)(b)(iii) of the Site Plan Ordinance cannot be met; the applicant shall contribute to the tree fund of \$400 per tree for eighteen (18) trees for a total of \$7,200.**

PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY

4. The applicant shall provide the final condominium documents for review by Corporation Counsel and the Planning Authority.
5. **Storm Water Management:** The developer/contractor/subcontractor must comply with conditions of the submitted storm water management plan and sediment and erosion control plans. The owner/operator of the approved stormwater management system, and all assigns. shall comply with the City standards and state guidelines, including conditions of Chapter 32 Storm water including Article III, Post Construction Stormwater Management, which specifies the annual inspections and reporting requirements.
 - a. A Stormwater Maintenance Agreement for the stormwater drainage system and green roof shall be submitted for review by Planning Staff and Corporation Counsel. Once approved, the document shall be signed and recorded at the Cumberland County Registry of Deeds. Please submit final copies to both the Department of Planning.

ATTACHMENTS:

Attachments to Memorandum

1. Staff Comment – Department of Public Works
2. Staff Comment – City Arborist
3. Staff Comment – Design Review
4. Staff Comment - IZ Conditional Use

Public Comments

PC1 Rachel Skillings 3.6.20

PC2 Emma Holder 4.16.20

Applicant's Submittal

- A. Cover Letter
- B. Application
- C. Right, title and Interest
- D. Technical & Financial Capacity
- E. Architectural Design Narrative
- F. Easements
- G. Stormwater Management
- H. Consistency with Land Use Ordinance
- I. Zoning Checklist + Waiver Request
- J. Utilities
- K. Solid Waste
- L. Erosion and Sedimentation Control
- M. Fire Safety
- N. Parking Analysis
- O. Lighting Cut Sheets
- P. Construction Management Plan
- Q. Neighborhood Meeting Package
- R. Wastewater Capacity
- S. Parking Memorandum
- T. Draft Condominium Documents

Plans

P1 Co1 Cover Sheet

P2 Co2 General Notes

P3 Existing Conditions Survey

P4 Recording Plat

P5 C10 Site Plan

P6 C20 Utility Plan

P7 C30 Grading Drainage Plan

P8 C40 Site Details 1

P9 C41 Site Details 2

P10 C42 Landscape Details

P11 C43 Utility Details 1

P12 C44 Utility Details 2

P13 C45 Drainage Details

P14 C46 Focal Point Rain Garden Details

P15 C47 Erosion and Sediment Control Details

P16 1st Floor Plan

P17 Typical Floor Plan

P18 North Elevations

P19 South Elevations
P20 East and West Elevations
P21 Renderings
P22 Figure Ground
P23 Construction Management Plan



Caitlin Cameron <ccameron@portlandmaine.gov>

104 Grant - review comments

Mike Tremblay <mtremblay@portlandmaine.gov>

Wed, Mar 25, 2020 at 2:05 PM

To: Caitlin Cameron <ccameron@portlandmaine.gov>

Caitlin,

Here are my last preliminary comments for 104 Grant Street before the project's workshop.

- The parking spaces provided on site are technically compact, with the exception of the single HP space, due to the 8.5-foot width of each space. This will require a waiver of the Technical Manual, section 1.14. DPW would support this waiver, as compliance with the technical standard would result in fewer parking spaces on-site. Proposed revisions to the Technical Manual will allow for 8.5-foot wide spaces for low-turnover residential parking areas such as this.

- Included in the Technical Manual section 1.14 waiver should also include drive aisle width. Only 20.5 +/- feet is provided for drive aisle width. The applicant should show that a vehicle can turn into and out of Space 12 given the drive aisle and slightly substandard parking space widths.

- The Applicant states that 8 spaces will be provided off-site. This off-site location must be identified prior to approval.

Let me know if you need anything else.

-Mike

Mike Tremblay, P.E.
Senior Engineer
Engineering Division
Department of Public Works
City of Portland, ME
mtremblay@portlandmaine.gov
P. 207.874.8881 F. 207.874.8852



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Caitlin Cameron <ccameron@portlandmaine.gov>

104 Grant - review comments

Mike Tremblay <mtremblay@portlandmaine.gov>

Wed, Mar 25, 2020 at 2:18 PM

To: Caitlin Cameron <ccameron@portlandmaine.gov>

Caitlin,

I have reviewed the provided turning templates and I find them acceptable. My 2nd comment should now read:

- Included in the Technical Manual section 1.14 waiver should also include drive aisle width. Only 20.5 +/- feet is provided for drive aisle width. Turning movement diagrams have been provided, and they show that vehicles are able to enter and exit each space. DPW does not oppose the section 1.14 waiver.

Mike Tremblay, P.E.
Senior Engineer
Engineering Division
Department of Public Works
City of Portland, ME
mtremblay@portlandmaine.gov
P. 207.874.8881 F. 207.874.8852



[Quoted text hidden]

Caitlin Cameron <ccameron@portlandmaine.gov>

Re: 104 Grant - final review

Mike Tremblay <mtremblay@portlandmaine.gov>
To: Caitlin Cameron <ccameron@portlandmaine.gov>

Mon, Apr 13, 2020 at 12:38 PM

Caitlin,

The only comment I have is minor and need not be addressed prior to the PB hearing, but I imagined the 5-foot walkway to be closer to the building so that pedestrians would not need to cross the driveway after exiting the back of the building. If there is a reason for placing it where they did, then that's fine, but if it's all the same to them I think it makes more sense adjacent to the building.

I will be in "attendance" at the PB hearing so I'll be available for questions if needed.

Thank you,
Mike

Mike Tremblay, P.E.
Senior Engineer
Engineering Division
Department of Public Works
City of Portland, ME
mtremblay@portlandmaine.gov
P. 207.874.8881 F. 207.874.8852



On Mon, Apr 13, 2020 at 9:03 AM Caitlin Cameron <ccameron@portlandmaine.gov> wrote:

The revised drawings are now available in eplan along with the comment response. Planning Board hearing is next Tuesday - I will be finalizing the report on Wednesday.

Thanks everyone,

--

Caitlin Cameron, AICP, Associate AIA, LEED AP
Urban Designer
Planning & Urban Development Department
[389 Congress Street](#)
[Portland, ME 04101](#)
phone: (207) 874-8901
email: ccameron@portlandmaine.gov

Hi Caitlin -

If there is on-street parking the tree planter wells should be flush to avoid contact with opening car doors etc. This is in keeping with other trees nearby. The number of trees & spacing is dependent on the underground utilities, ideally we try to line them up to be approximately between the car spaces vs where the door open or in front of building accessways.

The regular spacing on the street appears to be 30-35'.

Jeff

Planning and Urban Development Department

Planning Division



Subject: R-6 Small Infill/Multi-family Design Review – 104 Grant Street
Written by: Caitlin Cameron, Urban Designer
Date of Review: Tuesday, March 17, 2020

A design review according to the *City of Portland Design Manual* Standards was performed for the revised proposal for new construction of a multi-family dwelling at 104 Grant Street. The review was performed by Caitlin Cameron, Urban Designer, Andrew Tufts, Planner, and Christian Roadman, Planner. The project was reviewed against the *Two-family, Special Needs Independent Living Units, Multiple-family, Lodging Houses, Bed and Breakfasts, and Emergency Shelters* (Section I of the Design Manual).

Design Comments:

A1. Overall, staff find this proposal to meet the standard to complement and enhance the nearest residential neighborhood which in this case includes predominantly three-story triple and double-triple multifamily buildings with simple massing, flat roofs, bay window massing variation, and stacked porches at the entry/stoop. The materials are simple selection with consistent placement on the main form and variation on the details such as the cornice, cornerboards, porches/railings. Most buildings are also slightly elevated from the street with a planting buffer.

- Style – Overall, the building style is complementary to the multi-family buildings in the context. Simple, consistent materials with color/material change at scaling/articulation elements, windows and entries provide the positive visual interest.
- Façade Materials – The use of clapboard is contextual and complements what is found in this streetscape. The massing variation adequately provides visual interest; material change at top floor provides some visual scale relief. The predominant pattern with regards to materials in this streetscape is a consistent field of material (clapboard, shingle, brick) with trim, cornice lines, porches/railing, and stoops in a contrasting color to bring the focus and emphasis to elements such as the entrance. The material change and articulation elements were revised to simplify the building in a contextual way and to bring emphasis and the appropriate scale to the entrance. The building is also grounded by a masonry base at a line that makes reference to the watertable/basement delineation of the traditional buildings (the ground floor is elevated but the entry is at grade for ADA/Fair Housing compliance).
- Roof Pitch – the flat roof with an overhanging cornice line is appropriate here and complements the roof treatment found in the multi-family buildings nearby.
- Building Form/Height – The building length and height are greater in scale than many of the triple-deckers and double-triples in this neighborhood. However, some larger apartment buildings do exist here (including next door). The project successfully uses massing variation and material placement to relate this slightly larger building to the

scales and forms found within the streetscape. The overall massing/form is simple with bay and porch variation – this relates to the simple forms of the triple-deckers (which also use flat roofs, stacked porches).

- Window Pattern and Spacing – The windows were revised to create a façade with simple window types and placement. The windows have a vertical orientation relating to the traditional buildings. The larger windows are used in the bays to maximize the light for the living spaces. Though a contemporary window proportion and placement, the pattern and spacing relate to the context.
- Porches and Entryways – The entry appropriately faces the street. The project does not incorporate a raised stoop/porch because of the ADA entrance at grade. The scale of the entry is emphasized compared with the overall building scale using a canopy, material changes, and sidelights.
- Cornerboard and Trim details – The project includes complementary details at the roofline, porches.
- Façade Variation – The introduction of bays and porches successfully relates to the façade variation found in the context and helps to physically break up the longer façade.

A2. Relationship to the Street: The figure ground is very helpful in understanding how the project relates to the street in placement, massing variation, and footprint scale compared with the context. The context includes many three-story, flat-roofed triple-decker and double triple buildings. There are some four-story buildings with a longer side dimension adjacent and near this project. This building is a story taller and is longer than most buildings found within the streetscape. Therefore, it is critical that the relationship to the street, the massing variation, and scale and articulation provide ways to incorporate this contemporary multi-family into this particular context. Staff find the strategies to mostly successful – the bays and porches provide variation in the front façade that relates to the traditional buildings which use bays, stacked porches/decks. The ground floor is slightly elevated off the street which is also consistent. The entrance is oriented to the street; the design provides emphasis to the entry with material change, canopy, brackets. The slightly elevated ground floor and the planting buffer between the sidewalk and building respect the transition/privacy found in the neighborhood.

A3. Open space: The project includes some planting areas as buffers. Some units also include porches. Staff suggest the **landscape area between the sidewalk/driveway and building be protected with a formal hard edge** to strengthen that relationship, especially in absence of a porch/stoop and reinforce the transitional relationship found in many properties within this street.

A4. Light/Air + Storage: The living spaces are predominantly north-facing with some east/west exposures. The windows are large (compared with the traditional context) which should be considered ample and meets the standards. There are two window types on the façade – keeping the contextual pattern of simple façade composition – the larger windows are on the bays, giving generous light to the living spaces.

A5. Parking: The surface parking is placed to the rear of the lot behind the building and is screened from view of the street. The parking is screened from the neighboring properties with a combination of a grade change/retaining wall and planting.

A6. Not applicable



To: Caitlin Cameron, Urban Designer, Planning & Urban Development Department

From: Victoria Volent, Housing Program Manager, Housing & Community Development Division

Date: April 13, 2020

Subject: 104 Grant Street – Inclusionary Zoning Conditional Use

All developments of ten (10) units or more are conditional uses subject to Planning Board review on the condition that they comply with the requirements set forth in Division 30, Section 14-487 of the Zoning Ordinance.

Division 30, Section 14-487, Ensuring Workforce Housing, requires at least ten percent (10%) of the dwelling units in the development shall meet the definition of Workforce Housing units for sale or for rent. The ordinance under Section 14-487 e 3 also requires the number of bedrooms in the Workforce units shall be at least 10% of the total number of bedrooms made available as part of the development.

The development located at 104 Grant Street proposes the creation of 23 dwelling units of owner occupied housing consisting of one (1) studio and twenty-two (22) one-bedroom units. As dwelling units for sale, the designated Workforce Units will be restricted to households earning up to 120% of Area Median Income (AMI). Based on the requirements outlined in Section 14-487, the development is required to provide a minimum of three (3) one-bedroom workforce units. The Applicant has elected to provide three (3) one-bedroom Workforce Units, on-site to satisfy the ordinance's minimum requirements. As such, the project has met the minimum requirements set forth in Section 14-487.

Staff recommends the Board Approve this Conditional Use provided the Applicant and the City enter into an agreed upon Affordable Housing Agreement (AHA) before a Building Permit may be issued. The Affordable Housing Agreement will outline the details of the affordability restrictions placed on the Workforce Unit and will be filed as covenant to the property's deed with the Cumberland County Registry of Deeds.

Sincerely,

Victoria Volent
Housing Program Manager



A C O R N

ENGINEERING, INC.

Department of Planning & Urban Development
City of Portland, Maine
389 Congress Street, 4th Floor
Portland, ME 04101

January 3, 2020

Subject: Level III Final Site Plan/Subdivision Application
Redevelopment of 104 Grant St. Portland, Maine

To Whom It May Concern:

On behalf of Watson Renewal Grant, LLC, we are pleased to submit the accompanying package of submission materials related to the proposed redevelopment of 104 Grant St. This submission package is intended to meet the City's requirements as outlined in the Level III Site Plan Application procedure. The proposal includes the construction of a 4-story, 23-unit residential condominium with associated surface parking to the rear of the site. To facilitate the project, the existing 1-story office/maintenance building which occupies nearly 100% of the lot and is a non-conforming use will be demolished. The project is located within the City's R-6 Zoning District and complies with the permitted uses within the zone. Per *Division 30. Affordable Housing* of the City's Land Use ordinance, the project is seeking a density bonus for providing workforce housing on site and an affordable housing TIF to increase the number of deed restricted units. It's our understanding this will be Portland's first condominium development where an applicant utilizes incentives developed by the City to create additional affordable homeownership units.

In accordance with Section 14-486 of the City's Land Use Code, as a project proposing 25% or more of workforce housing units, we are requesting a 25% reduction in development fees and building permit fees set at \$8.25 per \$1,000 of the Cost of Work. We are also requesting a prioritized and expedited review of this application, consistent with the City's ordinance.

We are pleased to submit this application which will significantly increase the City's housing stock with workforce units that are available for ownership. The project will also implement stormwater best management practices to the site and improve the streetscape by introducing an active residential frontage, rebuilding the sidewalk, and closing a curb cut.

Renewal Housing Associates, 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 contact us within the next five (5) days.

William H. Savage, P.E.
Principal
Acorn Engineering, Inc.

The following documents and drawings will be uploaded onto the City's electronic submission site per the procedure outlined in the application:

Documents:

- Section A: Cover Letter
- Section B: Level III Final Site Plan Application & Checklist
- Section C: Right, Title, Interest
- Section D: Zoning Assessment
- Section E: Easements
- Section F: Waiver Table
- Section G: Financial Capacity
- Section H: Technical Capacity
- Section I: Conformity with Land Use Ordinance
- Section J: Stormwater Management Report
- Section K: Erosion & Sedimentation Control Report
- Section L: Fire Department Letter
- Section M: Wastewater Capacity
- Section N: Lighting
- Section O: Architectural Design Narrative
- Section P: Utility Cover
- Section Q: Construction Management Plan
- Section R: Solid Waste Disposal
- Section S: Parking Analysis

Drawings:

- Civil Site Plan Set, Dated 1/3/2020
- Architectural Plan Set, Dated 1/3/2020



CITY OF PORTLAND
Planning & Urban Development Department

LEVEL II and LEVEL III SITE PLAN
GENERAL DOCUMENT AND DRAWINGS CHECKLIST

Please submit each document as a separate PDF file
Please confirm by electronically checking the boxes to the left

**** PLEASE FILL OUT AND UPLOAD SEPARATELY THE ZONING TABLE
AND WAIVER TABLE AS NOTED BELOW ****

GENERAL APPLICATION DOCUMENTS

Yes ☒	NA ☐	Project Description Cover Letter with detailed project description
Yes ☒	NA ☐	Completed Checklist – Level I: Site Alteration (this document)
Yes ☒	NA ☐	Right, Title and Interest Deeds, leases, or purchase and sales agreements
Yes ☐	NA ☒	Evidence of State or Federal Approvals Permits or letters of non-jurisdiction, if applicable
Yes ☒	NA ☐	Zoning Assessment Table listing required and proposed uses and dimensional standards Zoning Assessment Table
Yes ☒	NA ☐	Existing and/or Proposed Easements or Covenants, applicable. Evidence of existing easements and any proposed easements
Yes ☒	NA ☐	Waiver Requests Written request for waiver describing request and reason Waiver Table
Yes ☒	NA ☐	Financial Capability Letter or evidence from a financial institution or third party verifying financial capacity to undertake project
Yes ☒	NA ☐	Technical Capability Evidence of technical capability of applicant and consultants – resumes and/or examples of past projects

**LEVEL II AND LEVEL III 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 ☒	Transportation Analysis- Traffic Impact (14-526 (a) 1) - Provisions for pedestrian, bicycle, vehicle, and loading circulation and incremental volume of traffic impacts - Traffic Impact Study (Technical Manual, Section 1) if applicable
Yes ☒	NA ☐	Access and Circulation (14-526 (a) 2 a) - Access and internal circulation, addressing ADA access - Access and egress impacts on traffic flows - Description and use of drive-up features, if applicable
Yes ☐	NA ☒	Loading and Servicing (14-526 (a) 2 b) - Loading and servicing needs, route and travel way geometrics for deliveries - Turning templates for delivery vehicles, if applicable
Yes ☒	NA ☐	Sidewalks (14-526 (a) 2 c) - Sidewalks and condition along street frontages and internal walkways - Engineered details for ADA ramps and public sidewalk details meeting sidewalk materials policy and ADA ramp construction details as applicable (Technical Manual, Section 1)
Yes ☐	NA ☒	Public Transit (14-526 (a) 3), if applicable - Existing available transit services - Proposed site plan design details, such as easement, pad base, and shelter
Yes ☒	NA ☐	Off-Street Parking: Vehicle & Motorcycle/Scooter) (14-526 (a) 4 a and c) - Expected parking demand, proposed parking supply, ADA parking, and applicable Zoning Requirements - Address Technical Manual standards (Section 1) for curb cut separation and parking lot layout and locate on site plan
Yes ☒	NA ☐	Bicycle Parking (14-526 (a) 4 b) - Address bicycle parking requirements and identify locations on-site - Construction details for bike racks (Technical Manual, Section 1)
Yes ☒	NA ☐	Snow Storage (14-526 (a) 4 d) Management plan for snow removal and locate snow storage areas on plan
Yes ☐	NA ☒	Traffic Demand Management (TDM) (14-526 (a) 5), if applicable Develop TDM with Trip Reduction Targets and Strategies

ENVIRONMENTAL AND LANDSCAPE FEATURES		
Yes ☐	NA ☒	Preservation of Significant Natural Features (14-526 (b) 1), if applicable - Trees, plants, habitats listed on State or Federal list of endangered or threatened - High and moderate value waterfowl and wading habitat - Aquifers on Casco Bay Islands - Waterbodies (including wetlands, watercourses, significant vernal pools and floodplains) - Proposed preservation areas and protection measures - Documentation from environmental consultants, determinations from applicable state agencies
Yes ☒	NA ☐	Landscaping and Landscape Preservation (14-526 (b) 2 a) - Preservation of trees and preservation within required zoning setbacks (Technical Manual, Section 4) - Protection measures of existing vegetation during construction - Protection measures within Shoreland Zone, if applicable
Yes ☒	NA ☐	Site Landscaping (14-526 (b) 2 b) - Screening and buffering of service areas and between non-residential and residential uses - Planting plans with plant schedule and sizes (Technical Manual, Section 4)
Yes ☐	NA ☒	Parking Lot Landscaping (14-526 (b) 2 b ii), if applicable Landscaped islands within parking areas (Technical Manual, Section 4)
Yes ☒	NA ☐	Street Trees (14-526 (b) 2 b iii) - Existing Heritage or Feature Trees on site and measures to preserve - Identify street trees on the plan meeting the site plan and Technical Manual standards (Section 4) or identify alternative measures, if applicable
ENVIRONMENTAL AND STORMWATER		
Yes ☒	NA ☐	Water Quality, Stormwater Management and Erosion Control (14-526 (b)3 a) - Stormwater report in compliance with Section 5 of Technical Manual and DEP Chapter 500 stormwater for basic, general and flooding standards, as applicable - Erosion control plan and measures - Evidence of compliance with Urban Impaired Stream Standards pursuant to DEP Chapter 500 stormwater, as applicable - Subsurface sanitary sewage disposal and groundwater protection

PUBLIC INFRASTRUCTURE AND SAFETY		
Yes ☒	NA ☐	Consistency with City Master Plans (14-526 (c) 1) - Identify consistency with master plans - Proposed easements, rights and improvements to connect or continue off-premises public infrastructure, as applicable
Yes ☒	NA ☐	Public Safety and Fire Prevention (14-526 (c)) - Address Crime Prevention through Environmental Design (CPTED) (Technical Manual, Section 3) - Emergency vehicle access - Address consistency with public safety standards (Technical Manual, Section 3) - Submit a code summary referring NFPA 1 and all Fire Department standards (Technical Manual, Section 3) – Fire Checklist
Yes ☒	NA ☐	Availability and Adequacy of Public Utilities (14-526 (c) 3) (Technical Manual, Sections 2 & 9) - Electrical services, including providing underground services - Identify existing and proposed connections for public utilities and required public utility upgrades - Sewer line connections are required, if there is a main within 200 feet - Proposed solid waste management facilities on-site and management for the site - Written evidence of the ability to serve from utility companies, as applicable
SITE DESIGN		
Yes ☒	NA ☐	Massing, Ventilations and Wind Impact (14-526 (d) 1) - Wind and ventilation impacts on adjoining structures and/or adjacent public spaces. Wind study, if applicable - Bulk, location or height impacts on adjoining structures - Identify and locate HVAC equipment and venting away from public spaces and residential properties - Identify screening and manufacturing specifications for noise, if applicable
Yes ☐	NA ☒	Shadows (14-526 (d) 2), if applicable Shadow analysis of impacts on publicly accessible open space (Technical Manual, Section 11)
Yes ☒	NA ☐	Snow and Ice Loading (14-526 (d) 3) Building design to prevent snow and ice from loading or falling onto adjacent properties or public ways
Yes ☐	NA ☒	View Corridors (14-526 (d) 4), if applicable Protection of designated view corridors (Portland Design Manual, Appen. 1)

Yes ☒	NA ☐	Historic Resources (14-526 (d) 5), if applicable • Identify developments within Historic Districts or affecting Designated Landmarks • Certificate of Appropriateness or other evidence • Identify Developments within 100 feet of Historic Districts or affecting Designated Landmarks. Advisory HP review may be required • Address preservation and documentation of Archaeological Resources
Yes ☒	NA ☐	Exterior Lighting (14-526 (d) 6) • Cut sheets of on-site light fixtures and any architectural or specialty lights (Technical Manual, Section 12) • Engineered details for any lights proposed in street right-of-way (Technical Manual, Section 10)
Yes ☒	NA ☐	Noise and Vibration (14-526 (d) 7) • Evidence of noise levels for equipment, such as equipment specifications, to demonstrate consistency with zoning requirements
Yes ☒	NA ☐	Signage and Wayfinding (14-526 (d) 8), if applicable • Signage plan showing the location, dimensions, height and setback of all existing and proposed signs. Signs in Historic Districts are reviewed by Historic Preservation staff • Proposed commercial and directional signage on site
Yes ☒	NA ☐	Zone Related Design Standards (14-526 (d) 5) • Address Historic Preservation Design Review, if applicable • Address any applicable design review standards by zone • Address submission requirements from Design Manual, page 1, addressing neighborhood context • Description of exterior materials, color, finish, and samples
Construction Management Plan		
Yes ☒	NA ☐	Construction Management Plan • Construction Management Document and Plan

**LEVEL II AND LEVEL III SITE PLAN
DRAWINGS CHECKLIST**

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

RECENT BOUNDARY SURVEY (stamped by Maine Licensed Surveyor)

- ☒ Must be in compliance with Technical Manual, Section 13

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

Existing Conditions

- ☒ Approximate location of structures on abutting property
- ☒ Topography
- ☐ Locate water courses
- ☐ Delineate wetlands
- ☒ Zone lines

Proposed Site Plan

- ☒ Ground floor area, and grade elevations for all buildings

Access, Circulation, and Parking

- ☒ Streets and intersections adjacent to site, any proposed geometric modifications
- ☒ Location, dimensions and materials of all existing and 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
- ☒ Existing and proposed transit infrastructure with dimensions/ engineering specifications
- ☒ Location of vehicle and bicycle parking with dimensions and engineering specifications

Site Considerations

- ☒ Identify snow storage areas
- ☒ Location of fire hydrants
- ☒ Location of solid waste management facilities

UTILITY PLAN including:

- ☒ Existing utilities on site and within public streets
- ☒ Location, sizing and directional flows of all existing and proposed utilities
- ☒ Location and dimensions of off-premises public or publicly accessible infrastructure adjacent to site
- ☒ Electric utility infrastructure

GRADING AND DRAINAGE PLAN including:

- ☒ Existing grades and drainage
- ☒ Proposed grades
- ☒ Proposed stormwater management meeting Technical Manual (Section 5), standards
- ☒ Location and proposed alteration of a water course
- ☒ Preservation or alteration of wetlands

EROSION CONTROL

- ☒ Must be in compliance with Technical Manual, Section 5

LANDSCAPE PLAN including:

- ☒ Existing vegetation to be preserved and preservation measures
- ☒ Proposed landscaping and buffers
- ☒ Planting schedule

RECORDING PLAT, if applicable
☒ If Subdivision, must be in compliance with requirements of Section 14-496 (b)
ARCHITECTURAL PLANS AND RENDERINGS including:
☒ Exterior building elevations, color renderings, illustrations of all sides
☒ Location and dimensions of all existing and proposed HVAC and mechanical equipment, all proposed screening
☒ Provide context drawings, if applicable (Design Manual, page 1)
☒ Floor plans



If Subdivision, must be in compliance with requirements of Section 14-496 (b)

ARCHITECTURAL PLANS AND RENDERINGS including:
☒ Exterior building elevations, color renderings, illustrations of all sides
☒ Location and dimensions of all existing and proposed HVAC and mechanical equipment, all proposed screening
☒ Provide context drawings, if applicable (Design Manual, page 1)
☒ Floor plans



Exterior building elevations, color renderings, illustrations of all sides



Location and dimensions of all existing and proposed HVAC and mechanical equipment, all proposed screening



Provide context drawings, if applicable (Design Manual, page 1)



Floor plans

C. Right, Title, and Interest

Please refer to the attached deed demonstrating the Applicant's Right, Title, Interest.



OPTION TO PURCHASE AGREEMENT

THIS OPTION TO PURCHASE AGREEMENT, dated this 27th day of November, 2019, is by and between the 104 Grant Street, LLC, a Maine limited liability company ("Seller") and Watson Renewal Grant, LLC, a Maine limited liability company ("Buyer").

WHEREAS, Seller is the owner of a parcel of land with buildings thereon located on Grant Street in Portland, Maine and addressed as 104 Grant Street, which property is more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, Buyer is a developer of workforce housing that desires to develop a 23 unit residential condominium on the Property; and

WHEREAS, Seller desires to grant to Buyer, and Buyer desires to accept from Seller, an option to purchase the Property upon the terms and conditions set forth herein (the "Option"); and

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Property Optioned; Option Period; Extension; Exercise of Option.

- (a) Seller hereby grants Buyer the exclusive and irrevocable option to purchase the Property for a term commencing on the date of this Agreement (the "Effective Date") and expiring 365 days thereafter (the "Option Period"). Buyer shall pay to Seller as consideration for this Option the amount of \$1 upon the signing of this Agreement. Buyer shall have the right to extend the Option Period for up to 90 days in the event of unexpected delays in closing that do not result from Buyer's action or inaction.
- (b) During the Option Period, Buyer shall pursue development of the Property into a 23 unit residential condominium.
 - (1) If at any point during the Option Period Buyer concludes that the development is not viable, Buyer shall have the right to terminate the Option by written notice to Seller (the "Termination Notice") and upon giving the Termination Notice neither party shall have any further obligation to the other under this Option.

- (2) If at any point during the Option Period Seller believes that Buyer is not actively pursuing the development, Seller shall give a 15 day notice to Buyer requiring Buyer to respond and provide evidence reasonably confirming that the development remains feasible within the Option Period, or Seller will have the option to issue a Termination Notice to Buyer.
- (c) Buyer may exercise the Option at any time during the Option Period by giving written notice to Seller of its intent to exercise its option to purchase (the "Purchase Notice").

2. Purchase Price/ 104 Grant Street Loan. Buyer and Seller have agreed to a purchase price for the Property of Four Hundred Thousand (\$400,000.00) dollars (the "Purchase Price") which shall be paid at Closing in the form of 1) payoff of the existing mortgage on the Property recorded December 9, 2008 in the Cumberland County Registry of Deeds in Book 26494; Page 295 which is estimated to have a payoff balance at the time of Closing of \$185,000.00, and 2) delivery at Closing of a promissory note from Buyer to Seller in the amount of the Purchase Price less the above-described payoff amount of the existing mortgage on the Property (the "104 Grant Street Loan"). Buyer and Seller have estimated that at the time of Closing the principal amount of the 104 Grant Street Loan will be approximately \$215,000.00. The promissory note evidencing the 104 Grant Street Loan shall state the precise principal amount due, shall accrue interest payments at the short-term applicable federal rate, and shall be for a term of 36 months with no prepayment penalty. Except for those costs of this transaction set forth in 5(b) below, Buyer agrees to pay for the customary closing costs associated with this transaction including the share of closing costs customarily paid for by a seller.

3. Closing. If Buyer exercises the option to purchase, then closing on the sale of the Property shall take place on the date specified by Buyer, but in no event later than the date that is forty-five (45) days after the date of the Purchase Notice. Buyer shall have the right to extend for an additional 15 days in the event of unexpected delays in closing that do not result from Buyer's action or inaction.

4. Conditions to Sale. If Buyer exercises its option to purchase the Premises, the following terms and provisions shall apply:

- (a) Title to the Property shall be conveyed to Buyer by Quit Claim Deed with Covenant conveying good and marketable title, which deed shall be free and clear from encumbrances except provisions of existing building and zoning laws, any covenants and/or easements of record and usual public utility servicing the property that do not

materially and adversely affect Buyer's intended use of the Premises; such real estate taxes for the then current tax period which are not due and payable on the date of delivery of such deed; and any matters of record which in Buyer's opinion do not interfere with Buyer's plans to develop or use the Property or with Buyer's ability to obtain financing in connection with such development or use. Buyer shall notify Seller of any defects in title that would make Seller unable to transfer marketable title to the Property as herein stipulated. Seller shall be obligated to proceed in good faith to cure any such title defect(s). If required, the closing shall be extended to allow Seller time to cure any such title defects, but in no event shall the closing be extended more than thirty (30) days for such purposes. If a title defect exists, Buyer may elect, by written notice to Seller, either (i) to accept title to the Property subject to any uncured defects in title or (ii) to terminate this Agreement, whereupon all the obligations of all parties hereunder shall cease, and neither party shall have any claim against the other by reason of this Agreement.

- (b) Real estate taxes for the then current tax period, if applicable, shall be apportioned as of the closing date and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price/104 Grant Street Loan. The Buyer shall pay all other Seller closing costs up to \$5,000.00, including but not limited to its statutory share of the Maine State transfer tax to the extent applicable and its reasonable attorney's fees.
- (c) The Property shall be in substantially the same condition at the date of closing as they are in as of the Effective date, reasonable wear and tear only excepted.

5. Representations. Seller represents, covenants and warrants to and agrees with Buyer as follows:

- (a) Seller is the current owner of the Premises, and has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder, and the execution and delivery of this Agreement and the performance by Seller of its obligations hereunder will not conflict with, or result in breach of any regulation, order, judgment, injunction or decree of any court or governmental authority or any agreement or instrument to which Seller is a party or by which it is bound.

- (b) There are no agreements or contracts affecting the Property or any use of the Property that would not be terminable at will by Buyer without penalty from and after the Closing.
- (c) There is no notice, suit, order, decree, claim, writ, injunction, or judgment relating to material violations of any laws, ordinances, codes, regulations or other requirements with respect to the Property (or any portion thereof) in, of or by any court or governmental authority having jurisdiction.
- (d) There are no suits, actions or proceedings pending or to Seller's knowledge threatened against Seller materially affecting the Property or Seller's right or power to consummate the transaction contemplated by this Agreement before any court or administrative agency or officer. There is no condemnation proceeding pending or to Seller's knowledge threatened against any portion of the Premises. Buyer represents, covenants and warrants to Seller that Buyer has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder, and the execution and delivery of this Agreement and the performance by Buyer of its obligations hereunder: (i) have been duly authorized by all requisite action; and (ii) will not conflict with, or result in a breach of, any of the terms, covenants and provisions of the by-laws or articles of organization of Buyer or any law or any regulation, order, judgment, writ, injunction or decree of any court or governmental authority, or any agreement or instrument to which Buyer is a party or by which it is bound.

6. Affirmative Covenants of Seller. Seller agrees during the Option Period and pending closing if Buyer exercises its option that:

- (a) Seller shall pay, when due, all taxes and assessments of every type or nature levied or assessed against the Property and any claim, lien or encumbrance against the Property that might materially affect Seller's ability to fulfill its obligations hereunder.
- (b) Seller (i) shall not commit or suffer waste and (ii) shall comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property and will not suffer or permit any violation thereof.

7. Notice. Whenever notice is given or required to be given by either of the parties hereto to the other, it shall be deemed to have been given if in writing and

mailed by certified or registered mail, return receipt requested, postage prepaid, or hand delivered, addressed to the parties at the address set forth in the first paragraph above or to such other address(es) as either party shall have last designated by like notice in writing. All notices shall be effective upon hand delivery or mailing, whichever first occurs.

8. Further Assurances. The parties agree that up to and after the date of closing, they shall do such things and execute, acknowledge and deliver any and all additional instruments, documents and materials as either party may reasonably request to fully effectuate the purposes of this Agreement.

9. Buyer's Access. Subject to reasonable requirements that Buyer, its agents and contractors not interfere with Seller's or Seller's Tenant's activities, use and enjoyment of the Property, and surrounding property of Seller, Buyer and others whom Buyer may designate shall have the right, at all reasonable times, at Buyer's sole cost and expense, risk and hazard, to enter upon the Property to examine and/or show the same and make, or cause to be made, engineering studies and other inspections with respect thereto, including, without limitation, surveying, conducting test borings in order to determine sub-soil conditions, and in general conducting all other tests, analysis and studies of the Property which Buyer deems prudent in connection with Buyer's intended development or use of the Premises. Buyer shall restore the Property following any testing as reasonably as possible to its pre-existing condition, unless otherwise agreed by Seller.

10. Construction of Agreement. This instrument is to be construed as a Maine contract and sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be modified or amended only by a written instrument executed by both the Seller and Buyer. The captions are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it. Time is of the essence with respect to all dates set forth in this Agreement.

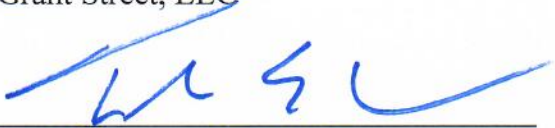
11. Risk of Loss. The risk of loss shall remain on Seller at all times until closing.

12. Recording. This Agreement shall not be recorded, but at Buyer's request, Seller shall execute a recordable Memorandum of Option summarizing the terms of this Agreement but omitting financial terms.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SELLER:

104 Grant Street, LLC

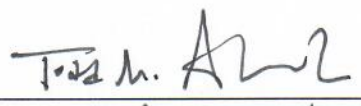
By: 

Name: Thomas E Watson

Its: Manager

BUYER:

Watson Renewal Grant, LLC

By: 

Name: Todd Alexander

Its: Co-Manager

G. Financial Capacity

A letter from the Applicant's bank confirming financial capacity is attached to this section.





December 11, 2019

Planning & Urban Development Department
City of Portland
389 Congress Street
Portland, ME 04101

Re: Watson Renewal Grant, LLC – 104 Grant Street Portland, ME

To Whom It May Concern:

I am writing on behalf of Watson Renewal Grant, LLC and their pending application with the City of Portland for a 23 Unit Residential Condominium Project at 104 Grant Street.

Gorham Savings Bank has had a banking relationship with the principals of the Company having financed two previous Condominium Projects in Portland over the last several years. The development team has demonstrated to us that they have the expertise and financial capacity in developing a variety of commercial and residential projects.

The Bank has had the opportunity to review the project plan and proformas and we would be interested in providing financing to meet their future development needs for the project.

If you should need further information or clarification, please contact me at 222-1492.

Sincerely,

Karl Suchecki
Senior Vice President

H. Technical Capacity

Acorn Engineering, Inc. and Ryan Senatore Architecture have successfully permitted and engineered over 20 Level II/III projects in Portland over the past 5 years. Some examples include:

- Eldredge Lumber
- 127 York Street – Harborside Townhomes
- Munjoy Heights
- 70 Anderson St.
- 89 Anderson St. – East Bayside Lofts
- 667 Congress St – The Hiawatha

In addition to the design team, the developer, Todd Alexander of Renewal Housing, LLC, recently completed a condominium project in Portland referred to as One Joy.



December 11, 2019

Caitlin Cameron
Urban Designer
City of Portland Maine
389 Congress Street
Portland, Maine 04101

Re: 104 Grant Street - Design Narrative

The proposed building to be located on Grant Street in Portland's Parkside Neighborhood consists of 23 residential condominium units. The building is a 4 story structure along the street with parking behind it.

Prior to developing the building concept we spent much time walking the streets of Parkside, analyzing existing streetscapes, building massing, forms, materials and textures. This approach allowed us to develop a design concept that is grounded by the existing neighborhood context but reflects our contemporary time.

The neighborhood is comprised of a diverse palate of Architectural forms, scales and density. Grant Street and the surrounding neighborhood blocks have a variety of Architectural forms and massing. Most of the structures have flat roofs, window bays, and exterior porches facing the street.

We designed 104 Grant Street using color, massing and texture to scale the building as reflected on the Grant Street elevation, to create a facade rhythm similar in proportion to the local residential 4 story building types. The building is broken along the street wall with projecting vertical bays to scale the facade and create visual interest and shadow lines. The window pattern also helps scale the facade, each bay and recess have punched openings which is a common pattern throughout the surrounding neighborhood.

207-747-5159

senatorearchitecture.com

ryan@senatorearchitecture.com

500 Congress Street, Suite 2
Portland, Maine 04101



The siding materials proposed are factory finished composite lap siding, composite shiplap siding and brick, chosen for their traditional crisp appearance and long term durability. The windows proposed are dark in color to compliment the siding colors and also further reinforce the crisp simplicity of the design. The roofing proposed is an EPDM roof membrane.

The design of 104 Grant Street is derived from the Vernacular Architecture that exists in the neighborhood, we have used color, texture, massing and rhythm as tools to scale the project and integrate it into the existing neighborhood fabric.

We look forward to discussing the project at the upcoming Planning Board workshop.

Sincerely,



Ryan Senatore, AIA LEED AP

Principal

207-747-5159

senatorearchitecture.com

ryan@senatorearchitecture.com

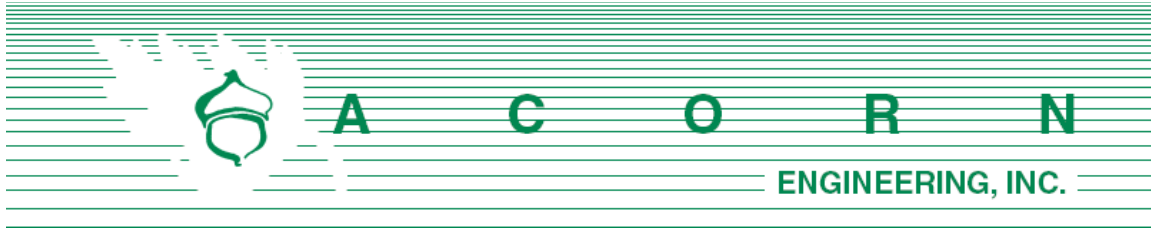
500 Congress Street, Suite 2
Portland, Maine 04101

E. Summary of Written Easements

There are no existing easements identified by Spurwink Surveying on the Existing Conditions Plan.

There are no proposed easements at this time. Should the Geotechnical Engineer require helical tiebacks to support the existing retaining wall an easement would be required from the uphill landowner.





STORMWATER MANAGEMENT **REPORT**

Prepared For:

**Renewal Housing Associates, LLC
2 Union St, 5th Floor
Portland, Maine 04101**

Prepared By:

**Acorn Engineering, Inc.
P.O. Box 3372
Portland, Maine 04104**



**January 2020
Rev. February 2020**

INTRODUCTION

Acorn Engineering, Inc., has been retained by Renewal Housing, LLC to provide civil engineering services for the proposed redevelopment at 104 Grant Street. The existing one-story structure which comprises 99% of the site will be demolished and replaced with a 4-story residential building with a parking area and landscaping. The project will exceed 5,000 square feet of non-roof redeveloped area and as such is required to meet water quality standards for 50% of the non-roof impervious area.

A stormwater analysis has been prepared to demonstrate that the project will meet the following requirements of the City of Portland (the City):

- City of Portland Land Use Ordinance Chapter 14, Article V. Site Plan Section 14-523. Required Approvals and Applicability (F) Level III Site Plan Review.
- City of Portland Technical Manual – Section 5 – Portland Stormwater Management Standards and Maine DEP Chapter 500 Stormwater Management.

EXISTING CONDITIONS

The proposed project site is located at 104 Grant Street. A boundary plan has been prepared by Spurwink Surveying of Scarborough, Maine dated June 5, 2019. All abutting uses are residential.

Nearly 100% of the existing site is comprised of rooftop. The average slope is moderate with grades decreasing towards Grant Street at approximately 5% from the south-west to north-east side of the lot.

The project team is not aware of the presence of any existing significant natural features located on the site. Given the existing building coverage, a field inventory of significant natural features was not taken. The project is not located within a watershed classified as an Urban Impaired Stream.

PROPOSED DEVELOPMENT

The proposed redevelopment includes the demolition of the existing structure and construction of a 4-story residential building with surface parking to the rear of the site. A portion of the retaining wall / foundation of the existing building is to facilitate on-site parking.

A portion of the proposed parking area will drain to a proposed high-flow rain garden. This area accounts for 50% of the redeveloped non-roof area. The rain garden, a focal point manufactured by ACF will treat and detain the runoff before outletting to the street. The pond is able to pond 6" of stormwater before overflowing into a beehive grate that would bypass the filter media. However, given the filter media is able to process 100 inches per hour and the proposed system includes 50 maintenance module chambers for storage embedded in stone, the bypass scenario is not likely for most storms.

The development will be served by the Portland Water District, underground power/cable/communications, natural gas and the municipal sewer system. The project anticipates



incorporating Maine DEP approved stormwater Best Management Practices (BMP) to meet the General and Flooding Standards.

GENERAL STANDARDS - WATER QUALITY

The development shall provide water quality treatment for no less than 50% of the new apved impervious area and 80% of the developed area. The project includes the redevelopment of existing impervious area including rooftops, asphalt driveways, and walkways. Water quality treatment shall be provided through the use of a proprietary high-flow filter media rain garden. The proposed system is a Focal Point rain garden with maintenance modules. This system is manufactured by ACF Environmental. There is flexibility within the plans for an approved equal to be used granted it provides the same water quality and quantity benefits.

The system was sized to meet or exceed the requirements set forth within the MDEP Volume III: BMPs Technical Design Manual Section 7. Filtration BMPs have been shown to be very effective at removing a wide range of pollutants from stormwater runoff. Stormwater runoff from the roofs and decks will be collected by roof drains and gutters before being piped to the rain garden. A downspout will outlet onto a splash stone before entering the BMP.

The treatment of the impervious surface is as follows:

Table 1 –Treatment Area Table			
Proposed Non-Roof Impervious	50% Requirement	Treated Paved Area	% of Non-Roof Impervious Area Treated
5,713	2,857	3,218	56%

As shown above, the project anticipates meeting and exceeding the required treatment for new impervious surfaces and developed area.

Furthermore, the minimum 80% treatment of new developed area is exceeded as ample stormwater treatment is being provided while the proposed development footprint is negligibly larger than the existing development footprint.

Regarding the water quality volume, this requirement is met by sizing the system to store 1 inch of runoff from the impervious tributary area and 0.4 inches of runoff from the landscaped tributary area.

Table 2 – Water Quality Volume			
Tributary Impervious Area (SF)	Tributary Pervious Area (SF)	Water Quality Volume Required (CF)	System Storage Volume Provided (CF)
3,218	1,274	311	314

Furthermore, the system is able to pass a 0.95" rainfall without overflowing into the beehive



bypass drain as required by Chapter 7 Appendix B.

The storage is calculated by summing the available capacity within the system including 6" of ponding:

Cr. Stone: (118 SF x 3.5 Ft – 222 CF (Volume Embedded tanks) x 0.40 porosity =	76 CF
R – Tanks: (1.31' x 2.35' x 2.88' x 25 tanks) x 0.95 porosity =	211 CF
Focal Point Media: (4' x 5' x 2.25') x 0.20 porosity =	9 CF
6" Ponding above media:	<u>18 CF</u>

Total Available Storage = **314 CF**

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 it is custom at Acorn Engineering, Inc. to round to the nearest whole number. However due to the small size of the project and the minimal existing flows, the stormwater runoff shall be rounded to the nearest tenth of a cubic feet per second (cfs).

Time of Concentration (T_c)

Within the pre-development, calculating a T_c using site specific flow paths yielded less than 5 minutes. A consistent time of concentration (T_c) of 5 minutes was applied to each subcatchment for both the pre and post-development conditions.

Pre-development Calculations

The pre-development model was broken into two separate subcatchments.

- Subcatchment 1 – This tributary includes the entirety of the site which is nearly 100% roof. The catchment drains to Grant Street.

A pre-development watershed map developed for this project can be viewed in Attachment A and a copy of the HydroCAD calculations is included within Attachment C, of this report.

Peak flow rates for the storm events are as follows:

Table 3 – Pre-Development Peak Stormwater Flows			
Drainage Area	2 – Year Storm Event (cfs)	10 – Year Storm Event (cfs)	25 – Year Storm Event (cfs)
Total Runoff	1.0	1.5	1.9

Post-development Calculations:



The post-development model was broken into three separate subcatchments.

- Subcatchment 1 – This tributary includes the roof drains which are routed to the outlet pipes as well as the driveway and parking area tributary to the catch basin.
- Subcatchment 1.1 – This tributary includes green space upgradient of the focal point as well as a portion of the parking lot that is pitched towards the focal point.

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.

It should be noted that the existing driveway was modeled in both the pre and post conditions. Despite the property lines, it is functionally part of the site and tributary to North Street along with a portion of the subject parcel. Therefore, its hydrology and contribution to stormwater runoff was included within both models.

The post-development calculations include changes to the land use, and the compensation provided by the stormwater BMP. The following table represents comparison of pre- development and post-development condition peak runoff rates for the proposed development and tributary area.

Table 4 – Comparison of Peak Flows						
Drainage Area	2 – Year Storm Event (cfs)		10 – Year Storm Event (cfs)		25 – Year Storm Event (cfs)	
	Pre	Post	Pre	Post	Pre	Post
POI – Grant St	1.0	0.8	1.5	1.2	1.9	1.6

As shown in Table 4 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 includes the following:

- Soil Conservation Service Medium Intensity Soil Survey for Cumberland County

Given the soils information, listed above, no onsite wastewater is proposed, deep fills/cuts the applicant does not intend to perform a more intense hydric soil boundary delineation because of the waiver requirements set forth in the City of Portland Technical Manual – Section 7 – Soil Survey, Rev. 6/17/12 are met.

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



Table 5 - "K" Value		
Soils Type	Subsurface	Substratum
Hinckley	.17	.17

The soil "K" values for the soils, listed above, show 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 soil "K" values for the soils show a low susceptibility to erosion, implementation of the proposed Erosion & Sedimentation Measures by the contractor will be of the utmost importance, given the embankment and downhill retaining wall.

Conclusion

The proposed development was designed to meet the requirements implemented by the MDEP under the Stormwater Management Statute (38 M.R.S.A. § 420-D) as well as the City of Portland Technical Manual – Section 5 – Portland Stormwater Management Standards. As a result, the design of the proposed development and stormwater system, the project does not anticipate to create erosion, drainage or runoff problems either in the development or with respect to adjoining properties. The existing flows will be reduced and the quality of the stormwater leaving the site will be improved.

Attachments

Attachment A: Pre Development Watershed Map
Attachment B: Post Development Watershed Map
Attachment C: HydroCAD Calculations



I. Conformity with Land Use Ordinance

The following outline is made in accordance with the City of Portland Code of Ordinances, Chapter 14 Land Use, Article V Section 14-526 as well as the City of Portland Technical Manual, Chapter 14 Standards for Local Site Location of Development Review.

OVERVIEW

The proposed 4-story building, 23-unit building been designed to conform to City standards where possible. This project conforms with the majority of the applicable standards of Portland's Land Use Ordinance Section 14-526 as demonstrated in the following narrative.

(a) Transportation Standards

1. Impact on Surrounding Street Systems:

The site is located on Grant St, between Deering Ave and Mellen Street. Grant St, classified as local, currently supports a low amount of traffic. There is a slight anticipated increase in traffic anticipated; however, it is not expected to create any traffic issues.

2. Access and Circulation:

a. Site Access and Circulation:

- (i) The development will provide safe access and internal circulation for both pedestrians and vehicles as seen on the Site Plan.
- (ii) The proposed driveway has been located as far away from the Grant/Mellen St intersection as possible.
- (iii) The site does not feature drive up services as mentioned in this requirement.

b. Loading and Servicing:

- (i) There are no anticipated loading and servicing needs.

c. Sidewalks:

- (i) A brick sidewalk exists along Grant St which will be rebuilt as part of the project.
- (ii) Not applicable.
- (iii) The main entrance to the building will be off the Grant Street sidewalk with a continuation of the brick walk. Please refer to the Site Plan, Sheet C-10, for more information.

3. Public Transit Access:

- a. Not applicable.
- b. Not applicable.



- c. Not applicable.
- d. Not applicable.
- 4. Parking:
 - a. Location and Required Number of Vehicle Parking Spaces:
 - (i) The proposed project will provide 13 parking spaces on site which is meeting the requirement of 13. Please see Document S for more information.
 - (ii) A parking study is not required.
 - (iii) The proposed project does not exceed minimum parking requirements.
 - (iv) A waiver will be requested reducing the allowable parking space width by 6”.
 - (v) The driveway and parking areas will be constructed with bituminous pavement which will drain water without eroding.
 - b. Location and Required Number of Bicycle Parking Spaces:
 - (i) The site plan includes several interior storage rooms which would provide a secure location for approximately six bicycles.
 - (ii) A waiver is not requested.
 - c. Motorcycles and Scooter Parking:
 - (i) There are no areas designated for motorcycles or scooters at this time.
 - d. Snow Storage:
 - (i) The snow storage area can be seen on the site plan near the rear of the parcel. In addition, the Owner may have snow removed from the site when necessary.
 - (ii) The snow storage has not been located where it will adversely impact the functionality of any part of the site.

5. Transportation Demand Management (TDM):

- a. A TDM plan is not required for this project.
- b. A TDM plan is not required for this project.
- c. A TDM plan is not required for this project.

(b) Environmental Quality Standards

1. Preservation of Significant Natural Features:

- a. Not applicable.



- b. Not applicable.
 - c. A waiver is not requested.
2. Landscaping and Landscaping Preservation:
- a. Landscape Preservation.
 - (i) There is no existing vegetation on site.
 - (ii) Not applicable.
 - (iii) Not applicable.
 - (iv) A waiver is not requested.
 - (v) Not applicable.
 - b. Site Landscaping.
 - (i) Landscaped Buffers:
 - a. All loading and dumpster locations will be screened from view.
 - b. The project has 150 linear feet of frontage along Grant St; it is required that a minimum of six shrubs or shrub alternatives per 45 feet of frontage are planted. The requirement is met through a combination of landscaping within the setbacks and internally within the site. Please refer to the Site & Landscaping Plan for more information.
 - c. Not applicable.
 - d. Not applicable.
 - (ii) Parking Lot Landscaping:
 - a. Ample landscaping is provided around the edges of the parking area in lieu of landscaped islands.
 - b. Not applicable.
 - c. Not applicable.
 - d. Not applicable.
 - e. Not applicable.
 - (iii) Street Trees:
 - a. Per Section 4.6 of the Portland Maine Technical Manual, 23 Street trees are required (one per unit). Based on the property's frontage and proposed utilities, 1 street tree is proposed to be planted in addition to the two existing street trees within the sidewalk on Grant St.



- b. One (1) proposed street tree and the preservation of the two (2) existing street trees will count toward a total of three (3). The applicant will contribute to the City's Street Tree Fund in place of the 20 street trees that will not be planted.
- 3. Water Quality, Stormwater Management and Erosion Control:
 - a. Stormwater:
 - (i) The site drainage will not be directed to flow or pond onto adjacent lots.
 - (ii) Overall, there is a proposed reduction in impervious area and stormwater will be captured by a stormwater BMP, drains, and pipes to the combined sewer-storm system in Grant Street via a separated storm line.
 - (iii) The runoff from the site into the City property will be handled without creating ponding, flooding, or other drainage issues.
 - (iv) Not applicable.
 - b. A site-specific Stormwater Management Plan has been developed for the project to show compliance with Section 5 of the Technical Manual, including the basic standards of MEDEP Chapter 500. Please refer to sections J and K, the Stormwater Management and Erosion & Sedimentation Control Plans, respectively, for more information.
 - c. The project is not located in a watershed of an urban impaired stream as listed by the MEDEP.
 - d. Not applicable.
 - e. The development is not anticipated to pose a contamination risk to groundwater during or after construction. The project will be serviced by a public wastewater system.
 - f. The development will provide for adequate and sanitary disposal of sewage in accordance with Section 2 of the Technical Manual.

(c) Public Infrastructure and Community Safety Standards

- 1. Consistency with City Master Plans:
 - a. The project has been designed to be consistent with the City's Zoning Ordinance and off-site infrastructure.
 - b. Not applicable.
- 2. Public Safety and Fire Prevention:
 - a. The site has been designed to promote safe and inviting public access:
 - b. Adequate emergency access has been provided. Access is available from Grant Street (one way).
 - c. A fire hydrant is located to the west of the site on the same side of Grant Street.



3. Availability and Adequate Capacity of Public Utilities:

- a. Public utilities in the vicinity of the site have capacity to serve the project. Ability to Serve letters have been sent to the respective companies. Responses have been included in the submission and any remaining responses will be submitted upon receipt.
- b. The electrical service will be wired underground.
- c. The new sewer and stormwater infrastructure will meet the provisions of the Technical Manual.
- d. The project will be served by connection to the public sewer system within Grant Street.
- e. The sanitary sewer collection system meets all applicable sections of the Technical Manual. The stormwater management system is designed to meet the standards of Chapter 500.
- f. The project anticipates providing internal solid waste storage with private hauling of the waste.

(d) Site Design Standards

1. Massing, Ventilation and Wind Impact:

- a. Not applicable.
- b. Not applicable.
- c. Not applicable.

2. Shadows:

- a. The shadows created by the building will not influence public open spaces.

3. Snow and Ice Loading:

- a. The structures will not distribute snow and ice onto adjacent properties.

4. View Corridors:

- a. The project site is located outside the Downtown View Corridor Protection Plan.

5. Historic Resources:

- a. The development is not located in a historic district, historic landscape district or City designated landmark.
- b. The development is not adjacent to a historic district, historic landscape district or City designated landmark.
- c. There are no known archaeological resources on the site.

6. Exterior Lighting:

- a. Site Lighting.



- (i) Exterior lighting has been designed to meet the requirements of Section 12 of the Technical Manual. Please let us know if a photometric plan is required as part of this permit.
 - (ii) Any lighting that may adversely impact the abutting residential properties will feature house-side shielding.
 - b. Architectural and Specialty Lighting.
 - (i) No architectural or specialty lighting is proposed.
 - (ii) No up-lighting is proposed.
 - c. Street Lighting.
 - (i) No new street lights are proposed.
7. Noise and Vibration:
- a. The HVAC system will meet the applicable state and federal emissions requirements and will also be screened and directed away from abutters.
8. Signage and Wayfinding:
- a. All street and wayfinding signage shall meet the requirements of the Manual on Uniform Traffic Devices (MUTCD) and Division 22 of the City Code.
 - (i) The project is not located in a historic district or subject to Article IX.
 - (ii) Not applicable.
 - (iii) All street and wayfinding signage shall meet the requirements of the Manual on Uniform Traffic Devices (MUTCD) and Division 22 of the City Code.
9. Zoning Related Design Standards:
- a. The project has been designed to meet the standards set forth in the R-6 zone. Please refer to the Site Plan for more information on the Space & Bulk Standards.





ZONING ANALYSIS Relevant Zone(s) R-6

All Projects:

	Required	Proposed
Lot Size	2,000 SF	14,261 SF
Area Per Dwelling Unit	725 SF	620 SF
Minimum Street Frontage	20'	150'
Front Yard Minimum	1.3'	1.38'
Front Yard Maximum	None	N/A
Rear Yard	10'	47.43'
Yard Right	5'	21.72'
Yard Left	5'	11.02'
Side Street Setback	None	N/A
Step Back	10'	=setback
Maximum Lot Coverage	60%	36%
Minimum Lot Coverage	None	
Maximum Height	45'	44.83'
Open Space	20%	
Maximum Impervious Area	80%	80%
Pavement Setback	None	N/A
Floor Area Ratio	None	N/A
Off Street Parking Spaces	13	13
Loading Bays	N/A	N/A
Other 1		
Other 2		
Other 3		

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.
Technical Manual I-27	Standard Parking Space @ 9'x18'	To reduce the parking space size to 8.5'x18'	Due to the site constraints and the required 23 units, the spaces are proposed to be slightly smaller to strike a balance of low-turnover parking supply and functionality while complying with the maximum impervious area standard.
Technical Manual I-27	Drive aisle @ 24'	To reduce the drive aisle to 20'.	Due to the site constraints, the drive aisle is proposed to be slightly reduced. Given the low turnover of the parking lot and the additional space in front of the building for maneuvering area, the parking lot is confirmed to be functional.
Technical Manual 7.1.2	Driveway width of 20'	To reduce the driveway width to 16'	If the proposed project had 3 less parking spaces, the minimum driveway width would be 10' vs 20'. It's our stance that 20' is not necessary for 12 parking spaces. 16' allows for 2-way traffic while reducing impervious area.

Planned Residential Unit Developments (PRUD) Requirements

	Required	Proposed
Minimum Lot Size		
Minimum Lot Area per Dwelling		
Maximum # Units per Building		
Maximum Building Length		
Maximum Accessory Building Length		
Minimum Setbacks		
Minimum Building Separation		
Minimum Open Space		

Affordable Housing Density Bonuses (if applicable)

	Bonus Increase or Decrease	Maximum Allowable With Bonus	Proposed
Density	1.2 x base	604 SF	620 SF
Height			
Setback Reduction			
Recreation Space			
Maximum Accessory Building Length			
Minimum Setbacks			
Minimum Building Separation			
Minimum Open Space			
Explanatory Text 1 (optional): Per 20% Low Income, density inceases from 19 to 23 units			
Explanatory Text 2 (optional):			
Explanatory Text 3 (optional):			

P. Utilities

The proposed project will include installation of multiple utility services to the new building.

Water:

The existing service lines to the existing building will be retired in accordance with Portland Water District standards. A new 6" parent connection will tie into the main and will branch off to provide a 6" sprinkler line and 2" domestic line to the development.

Sewer:

The existing sewer lateral will be retired in accordance with the Department of Public Works. A new 6" pvc lateral will be installed to accept the wastewater from each unit and the elevator sump. The proposed connection is within the sewer main in Grant Street.

Stormwater:

While the existing site is currently nearly 100% impervious, there is currently no drainage infrastructure on site. It is proposed to intercept the entirety of the new building's roof runoff and pipe it to the combined sewer-storm system via two 8" pipes. A stormwater rain garden will capture a portion of the proposed pavement providing attenuation and treatment. Remaining stormwater will be caught by a proposed catch basin and field inlet and be routed to Grant Street. Please see the Stormwater Management Report for more information.

UGE/T/C:

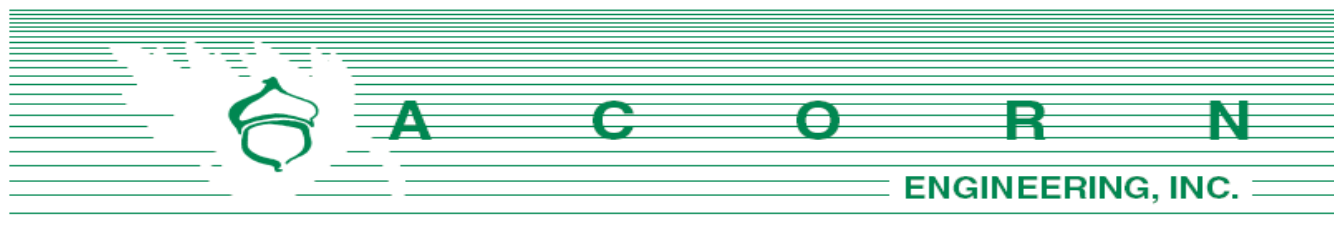
The existing building has overhead services to the front left corner of the building on Grant Street. These services are proposed to be retired. Three phase power will be extended from Mellen Street and a new utility pole will be set across the street from the site. Underground conduits will feed the development from this new pole.

Gas:

There is currently a gas service tapped from the gas main within Grant St. It is proposed to retire the existing line and install a new gas service off of the gas main within Grant St as seen on the Utility Plan, Sheet C-20.

Ability to serve letters have been sent out to the respective utility companies on November 20, 2019 in accordance with the City of Portland Code of Ordinances Chapter 14 Land Use, Section 14-527(g)(7). Responses from the utility companies can be found attached to this section.





Portland Water District
Attn: MEANS Department
225 Douglass Street
Portland, Maine 04104

November 20, 2019

Subject: 104 Grant St. Redevelopment
Re: Ability to Serve

To Whom It May Concern:

On behalf of Renewal Housing Associates, LLC, we are pleased to submit the following request for PWD's ability to serve the proposed development. The proposed project is located at 104 Grant St (Chart, Book, Lot 48-C-8), within the R-6 Zoning District in Portland, Maine. The lot will be redeveloped into a four-story, multi-family residential building with 23-units. The existing one-story structure will be demolished to facilitate the redevelopment.

According to the existing conditions survey, there are two existing services within the project limits. It is proposed that the existing services be retired in accordance with PWD standards. A 6" sprinkler line and 4" domestic line are proposed to service the redevelopment with a parent-child connection. Based upon the Section 4 of the Maine Subsurface Wastewater Disposal Rules, and assuming the units will be comprised of 23 one-bedroom units, the project anticipates the following design flows:

Estimate of Anticipated Daily Flows			
Development	Number of Units	Gallons per Day per Unit	Total Gallons per Day
Existing Flow			
Office	30 Employees	12	360
Total Gallons per Day (Existing)			360
Proposed Flow			
Apartments (1-Bedroom)	23	120	2,760
Total Gallons per Day (Proposed)			2,760
Net Change			+2,400 GPD
*Values based on STATE OF MAINE: SUBSURFACE WASTEWATER DISPOSAL RULES, most recent edition			



The proposed project is anticipated to increase the net flow by approximately 2,400 gallons per day (GPD). It should be noted that these values were developed using conservative estimates from the State of Maine Subsurface Wastewater Disposal Rules.

On behalf of the client, we are requesting the following information:

1. Any additional information, such as utility mapping within Grant St and confirmation of the location and size of the services to the existing property and the size and material of the water main within Grant St.
2. Alternative connection locations from the property to the existing system.
3. PWD's proposed infrastructure improvements within the project vicinity.
4. Flow data for adjacent hydrant.
5. PWD's ability to serve the project.

I have attached a fixture count, an existing conditions plan created by Spurwink Surveying, and the proposed preliminary utility plan from our office to facilitate your review. Please do not hesitate to contact me or the office for any questions or clarifications.

Sincerely,



Sam Lebel, E.I.
Project Engineer
Acorn Engineering, Inc.





Portland Water District

FROM SEBAGO LAKE TO CASCO BAY

December 13, 2019

Sam Lebel, E.I.
Acorn Engineering, Inc.
PO Box 3372
Portland, Maine 04104

Re: 104 Grant Street, PO
Ability to Serve with PWD Water

Dear Mr. Lebel:

The Portland Water District has received your request for an Ability to Serve Determination for the noted site submitted on November 21, 2019. Based on the information provided per plans dated December 13, 2019, we can confirm that the District will be able to serve the proposed project as further described in this letter. **Please note that this letter constitutes approval of the water system as currently designed. Any changes affecting the approved water system will require further review and approval by PWD.**

Conditions of Service

The following conditions of service apply:

- A new 6-inch fire service and 2-inch domestic water service with a 1.5-inch meter may be installed from the water main in Grant Street. The service(s) should enter through the properties frontage on Grant Street at least 10-feet from any side property lines.
- The Portland Water District does not have record of any other existing infrastructure in public roads and recommends a survey and test pitting be performed by the development team prior to construction. Any conflicts that arise during construction are at the risk of the developer and may result in job shutdown until new plans are submitted by the developer and reviewed and approved by PWD.
- An approved backflow prevention device must be installed on the service line directly after the meter and before the fire sprinkler riser prior to service activation. Please refer to the PWD website for more information on cross-connection control policies.
- Our records show that the property is currently served with a ¾-inch domestic water service and a 6-inch fire service. The existing services at this site must be retired per PWD standards. This includes shutting the corporation valve and cutting the pipe from the water main (for the 3/4-inch service) and removing the 6-inch gate valve and capping the tapping sleeve (for the 6-inch service).

Prior to construction, the owner or contractor will need to make an appointment to complete a service application form and pay all necessary fees. The appointment shall be requested through MEANS@pwd.org or by calling 207-774-5961 ext. 3199. Please allow (3) business days to process the service application paperwork. PWD will guide the applicant through the new development process during the appointment.



Existing Site Service

According to District records, the project site does currently have existing water service. A 3/4-inch diameter copper domestic service line and 6-inch fire service line provide water service to the site. Please refer to the "Conditions of Service" section of this letter for requirements related to the use of these services.

Water System Characteristics

According to District records, there is an 6-inch diameter cast iron water main in Grant Street and a public fire hydrant located adjacent to the site. Recent flow data is not available in this area. The most recent static pressure reading was 96 psi.

Public Fire Protection

The installation of new public hydrants to be accepted into the District water system will most likely not be required. It is your responsibility to contact the City of Portland Fire Department to ensure that this project is adequately served by existing and/or proposed hydrants.

Domestic Water Needs

The data noted above indicates there should be adequate pressure and volume of water to serve the domestic water needs of your proposed project. Based on the high water pressure in this area, we recommend that you consider the installation of pressure reducing devices that comply with state plumbing codes.

Private Fire Protection Water Needs

You have indicated that this project will require water service to provide private fire protection to the site. Please note that the District does not guarantee any quantity of water or pressure through a fire protection service. Please share these results with your sprinkler system designer so that they can design the fire protection system to best fit the noted conditions. If the data is out of date or insufficient for their needs, please contact MEANS to request a hydrant flow test and we will work with you to get more complete data.

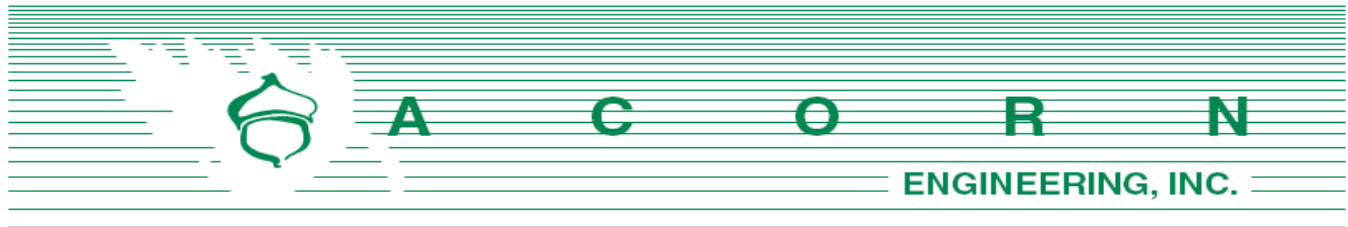
Should you disagree with this determination, you may request a review by the District's Internal Review Team. Your request for review must be in writing and state the reason for your disagreement with the determination. The request must be sent to MEANS@PWD.org or mailed to 225 Douglass Street, Portland Maine, 04104 c/o MEANS. The Internal Review Team will undertake review as requested within 2 weeks of receipt of a request for review.

If the District can be of further assistance in this matter, please let us know.

Sincerely,
Portland Water District



Robert A. Bartels, P.E.
Senior Project Engineer



Central Maine Power Company
Attn: Mr. Paul DuPerre
162 Canco Road
Portland, Maine 04103

November 20, 2019

Subject: 104 Grant St. Redevelopment
Re: Ability to Serve

Dear Mr. DuPerre:

On behalf of Renewal Housing Associates, LLC, we are pleased to submit the following request for CMP's ability to serve the proposed development. The proposed project is located at 104 Grant St (Chart, Book, Lot 48-C-8), within the R-6 Zoning District in Portland, Maine. The lot will be redeveloped into a four-story, multi-family residential building with 23-units. The existing one-story structure will be demolished to facilitate the redevelopment.

It is proposed that the overhead line currently serving the existing building be removed and new underground conduits be dropped from the existing single-phase utility pole #10 on Grant St. The conduit will cross Grant St to the proposed building. Given the proposed loads, we anticipate a new pole-mounted transformer will be needed and/or three-phase power will need to be routed from Mellen Street.

On behalf of the client, we are requesting the following information:

1. Any easements for overhead services currently crossing the proposed development.
2. Alternative connection locations from the development to the existing system.
3. CMP's proposed infrastructure improvements within the project vicinity.
4. CMP's ability to serve the project.
5. Access requirements to the CMP meters.

I have attached an existing conditions plan created by Spurwink Surveying as well as the proposed preliminary utility plan from our office to facilitate your review. Please do not hesitate to contact me or the office for any questions or clarifications.

Sincerely,

Sam Lebel, E.I.
Project Engineer
Acorn Engineering, Inc.



A C O R N Engineering, Inc. • www.acorn-engineering.com
207-775-2655 • PO Box 3372 • Portland • Maine • 04104



January 22, 2020

Acorn Engineering, INC.
C/O Mr. Sam Lebel, E.I.
PO Box 3372
Portland, Maine 04104

RE: 104 Grant Street, Portland, Maine

Dear Mr. Lebel,

This letter is to advise you Central Maine Power has sufficient three phase electrical capacity in the area to serve the subject project. The three phase feed will come from the corner of Mellen and Grant Street and a few existing trees will need to be trimmed for height clearances.

Once the project is accepted by the City of Portland, the owner will need to call our Customer Service Center at 1-800-565-3181 to sign up for a New Account and a SAP Work Request Order so we may provide an actual cost.

If you have any questions please feel free to call me at 629-1487.

Sincerely,

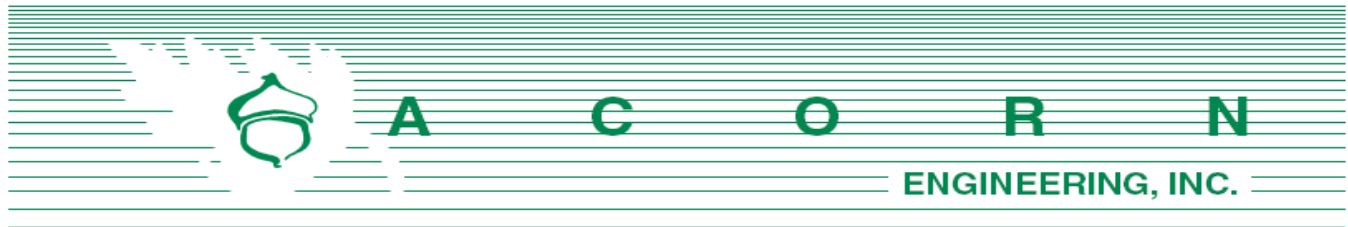
Paul DuPerre
Energy Service Specialist

162 Canco Road, Portland, ME 04103
Telephone 800.750.4000, Fax 207.791.1026
cmpco.com



An equal opportunity employer





Consolidated Communications
Attn: Mr. Patrick Morrison
5 Davis Farm Road
Portland, Maine 04103

November 20, 2019

Subject: 104 Grant St. Redevelopment
Re: Ability to Serve

Mr. Morrison:

On behalf of Renewal Housing Associates, LLC, we are pleased to submit the following request for Consolidated's ability to serve the proposed development. The proposed project is located at 104 Grant St (Chart, Book, Lot 48-C-8), within the R-6 Zoning District in Portland, Maine. The lot will be redeveloped into a four-story, multi-family residential building with 23-units. The existing structure will be demolished to facilitate the redevelopment.

It is proposed that the overhead line currently serving the existing home be removed and new underground conduits be dropped from the existing utility pole #10 on Grant St. The conduit will cross Grant St to the proposed building.

On behalf of the client, we are requesting the following information:

1. Any additional information, such as utility mapping within Grant St.
2. Any easements for overhead services currently crossing the proposed development.
3. Alternative connection locations from the property to the existing communication system.
4. Consolidated's proposed infrastructure improvements within the project vicinity.
5. Consolidated's ability to serve the project.

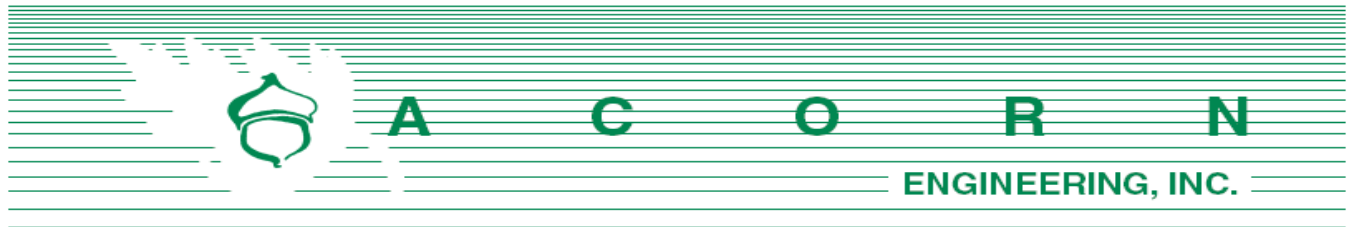
I have attached an existing conditions plan created by Spurwink Surveying as well as the proposed preliminary utility plan from our office to facilitate your review. Please do not hesitate to contact me or the office for any questions or clarifications.

Sincerely,

Sam Lebel, E.I.
Project Engineer
Acorn Engineering, Inc.



A C O R N Engineering, Inc. • www.acorn-engineering.com
207-775-2655 • PO Box 3372 • Portland • Maine • 04104



Charter Communications
Attn: Mr. Mark Pelletier
118 Johnson Road
Portland, Maine 04102

November 20, 2019

Subject: 104 Grant St. Redevelopment
Re: Ability to Serve

Dear Mr. Pelletier:

On behalf of Renewal Housing Associates, LLC, we are pleased to submit the following request for Charter's ability to serve the proposed development. The proposed project is located at 104 Grant St (Chart, Book, Lot 48-C-8), within the R-6 Zoning District in Portland, Maine. The lot will be redeveloped into a four-story, multi-family residential building with 23-units. The existing structure will be demolished to facilitate the redevelopment.

It is proposed that the overhead line currently serving the existing home be removed and new underground conduits be dropped from the existing utility pole #10 on Grant St. The conduit will cross Grant St to the proposed building.

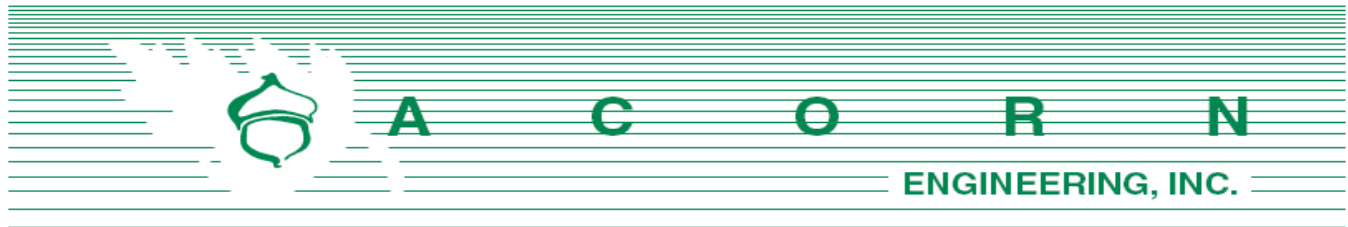
On behalf of the client, we are requesting the following information:

1. Any additional information, such as utility mapping within Grant St.
2. Any easements for overhead services currently crossing the proposed development.
3. Alternative connection locations from the property to the existing communication system.
4. Charter's proposed infrastructure improvements within the project vicinity.
5. Charter's ability to serve the project.

I have attached an existing conditions plan created by Spurwink Surveying as well as the proposed preliminary utility plan from our office to facilitate your review. Please do not hesitate to contact me or the office for any questions or clarifications.

Sincerely,

Sam Lebel, E.I.
Project Engineer
Acorn Engineering, Inc.



Unitil Service Corp.
Attn: Bridget Harmon
376 Riverside Industrial Parkway
Portland, Maine 04103

November 20, 2019

Subject: 104 Grant St. Redevelopment
Re: Ability to Serve

Dear Ms. Harmon:

On behalf of Renewal Housing Associates, LLC, we are pleased to submit the following request for Unitil's ability to serve the proposed development. The proposed project is located at 104 Grant St (Chart, Book, Lot 48-C-8), within the R-6 Zoning District in Portland, Maine. The lot will be redeveloped into a four-story, multi-family residential building with 23-units. The existing structure will be demolished to facilitate the redevelopment.

It is proposed that the gas line currently serving the existing building be retired and a new service be installed from the existing gas main on Grant St to the proposed building's rear.

On behalf of the client, we are requesting the following information:

1. Any additional utility mapping such as gas lines within Grant St.
2. A confirmation of an existing gas main within Grant St, as well as the size of any gas lines and services in the vicinity.
3. Unitil's proposed infrastructure improvements within the project vicinity.
4. Unitil's ability to serve the project.

I have attached an existing conditions plan created by Spurwink Surveying as well as the proposed preliminary utility plan from our office to facilitate your review. Please do not hesitate to contact me or the office for any questions or clarifications.

Sincerely,

Sam Lebel, E.I.
Project Engineer
Acorn Engineering, Inc.

R. Solid Waste Disposal

The property management company or Owner shall be responsible for locating the solid waste and recyclable material to the space allocated for solid waste storage as noted on the Site Plan (C-10).

The solid waste containers will be fully enclosed and screened from the public view. A private hauler will be contracted with for removal.



K. EROSION & SEDIMENTATION **CONTROL REPORT**

Prepared For:

**Renewal Housing Associates, LLC
2 Union St, 5th Floor
Portland, Maine 04101**

Prepared By:

**Acorn Engineering, Inc.
65 Hanover Street
Portland, Maine 04101**



January 2020



INTRODUCTION

Acorn Engineering, Inc. has been retained by Renewal Housing Associates, LLC to provide civil engineering services for the proposed redevelopment of 104 Grant St. The project proposes a 4-story, 23-unit building with the demolition of a one-story building

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 proposed project site is located on Grant St. A boundary plan has been prepared by Spurwink Surveying of Scarborough, Maine dated May 14, 2019, revised June 5, 2019.

Abutting Uses:

- | | |
|------------------|--------------------------|
| ➤ North R-6 Zone | Multi Family Residential |
| ➤ East R-6 Zone | Condominiums |
| ➤ South R-6 Zone | Multi Family Residential |
| ➤ West R-6 Zone | Multi Family Residential |

Nearly 100% of the existing site is comprised of rooftop. The average slope is moderate with grades dropping from southeast to northwest.

1.1 Existing Soils

Onsite soil information includes the following:

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

Given the soils information, listed above, no onsite wastewater is proposed; the applicant does not intend to perform a more intense hydric soil boundary delineation because the waiver requirements set forth in the City of Portland Technical Manual – Section 7 – Soil Survey, Rev. 6/17/11 are met.

The area within and surrounding the project includes 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
Deerfield Loamy Fine 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 soil “K” values for the soils show 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 that would require special attention during construction include the existing retaining wall at the rear of the site.

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 roadways.
- 2.1.2 Siltation fence or erosion control berm shall be installed down gradient of any disturbed areas to trap runoff borne sediments until permanent stabilization is achieved. The silt fence or erosion control berm shall be installed per the details provided in the plan set and inspected before and immediately after each rainfall and at least daily during prolonged rainfall. Repairs shall be made if there are any signs of erosion or sedimentation below the fence line or berm. If there are signs of undercutting at the center or the edges, or impounding of large volumes of water behind the fence or berm, the barrier shall be replaced with a stone check dam.
- 2.1.3 Hay mulch including hydro seeding is intended to provide cover for denuded or seeded areas until revegetation is established. Mulch placed between April 15th and November 1st on slopes of less than 15 percent shall be covered by fabric netting and anchored with staples in accordance with the manufacturer's recommendation. Mulch placed between November 1st and April 15th on slopes equal to or steeper than 8 percent and equal to or flatter than 2:1 shall use mats or fabric netting and anchored with staples in accordance with the manufacturer's recommendation.
- 2.1.4 At any time of the year, all slopes greater than 3:1 shall be stabilized with Double Net Erosion Control Blanket Bionet SC150BN by North American Green or Approved Equal, or Erosion Control Mix Slope Protection as detailed within the plans.
- 2.1.5 Grant 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, clearing and grubbing operations, stone check dams shall be installed at any areas of concentrated flow. The maximum height of the check dam shall not exceed 2 feet. The center of the check dam shall be 6 inches below the outer edges of the dam. The contractor shall mulch the side slopes and install stone check dams for all newly excavated ditch lines within 24 hours of their creation.
- 2.1.7 Silt fence stake spacing shall not exceed 6 feet unless the fence is supported with 14-gauge wire in which case the maximum spacing shall not exceed 10 feet. The silt fence shall be “toed” into the ground.
- 2.1.8 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 ½ 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 Erosion and Sedimentation Control Plan is included within the plan set.

4.0 DETAILS AND SPECIFICATIONS

4.1 Erosion 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.

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.

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. Commence installation of drainage infrastructure.
4. Install all other erosion control devices as necessary throughout the remainder of this schedule.
5. Commence earthwork operations, associated with the roadway construction.
6. Commence installation of utilities.
7. Continue earthwork and grading to subgrade as necessary for construction.
8. Complete installation of drainage infrastructure, as well as other utility work.
9. Complete remaining earthwork operations.
10. Install sub-base and base gravels in paved areas.
11. Install paving, curbing and brickwork.
12. Loam, lime, fertilize, seed and mulch disturbed areas and complete all landscaping.
13. Once the site is stabilized, 90% catch of grass has been obtained, or mulching of landscape areas is complete, remove all temporary erosion control measures.
14. Touch up areas without a vigorous catch of grass with loam and seed.
15. Complete site signage and striping.
16. 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
- Permanent Seeding Plan



TEMPORARY SEEDING PLAN

Site Preparation

The seeded areas shall be feasibly graded out to provide the use of equipment for seedbed preparation, seeding, mulch application, and mulch anchoring. If necessary, the site may require additional temporary erosion control measures outlined in the Erosion Control report.

Seedbed Preparation

Fertilizer shall be applied to the site at a rate of 13.8 pounds per 1,000 square feet. The composition of the fertilizer shall be 10-10-10 (N-P₂O₅-K₂O) or equivalent.

Limestone shall be applied to the site at a rate of 138 pounds per 1,000 square feet.

Seeding

The composition and amount of temporary seed applied to a site shall be determined by the following table:

Seed	Pounds / 1,000 S.F.	Recommended Seeding Dates
Winter Rye	2.57	Aug-15 to Oct-1
Oats	1.84	Apr-1 to Jul-1 Aug-15 to Sep-15
Annual Ryegrass	0.92	Apr-1 to Jul-1
Sudangrass	0.92	May-15 to Aug-15
Perennial	0.92	Aug-15 to Sep-15

Mulching

Mulch shall be applied at a rate of 70 lbs – 90 lbs per 1,000 square feet. The mulch shall be installed at a minimum depth of 4 inches. The seeded area shall be mulched immediately after seed is applied. Mulching during the winter season shall be double the normal amount.

Conclusion

Please refer to the Maine Erosion and Sediment Control BMP manual for additional information pertaining to temporary seeding and mulching.



PERMANENT SEEDING PLAN

Site Preparation

The seeded areas shall be feasibly graded out to provide the use of equipment for seedbed preparation, seeding, mulch application, and mulch anchoring. If necessary, the site may require additional temporary erosion control measures outlined in the Erosion Control report.

Seedbed Preparation

Fertilizer shall be applied to the site at a rate of 13.8 pounds per 1,000 square feet. The composition of the fertilizer shall be 10-10-10 (N-P₂O₅-K₂O) or equivalent.

Limestone shall be applied to the site at a rate of 138 pounds per 1,000 square feet.

Seeding

The composition and amount of permanent seed applied to a site shall be determined by the following table:

Seed	Pounds / 1,000 S.F.
Kentucky Bluegrass	0.46
Creeping Red Fescue	0.46
Perennial Ryegrass	0.11
Total	1.03

Mulching

Mulch shall be applied at a rate of 70 lbs – 90 lbs per 1,000 square feet. The mulch shall be installed at a minimum depth of 4 inches. The seeded area shall be mulched immediately after seed is applied. Mulching during the winter season shall be double the normal amount.

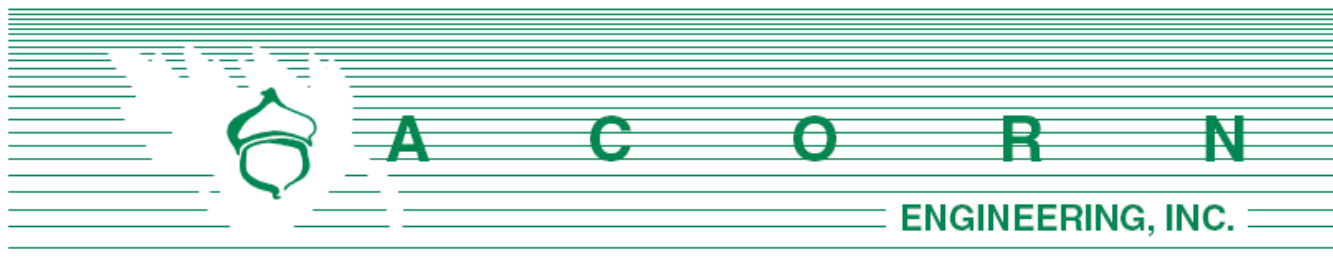
Recommendations

Permanent seeding is recommended to be completed in the spring. Later summer seeding is allowed if completed prior to September 1st. If seeding cannot be accomplished during the periods recommended for permanent seeding, then the contractor shall perform temporary seeding per the temporary seeding plan.

Conclusion

Please refer to the Maine Erosion and Sediment Control BMP manual for additional information pertaining to permanent seeding and mulching.





Chief Thompson
City of Portland Fire Department
380 Congress St.
Portland, ME 04101

January 3, 2020

Subject: 104 Grant St – Fire Department Checklist
Section L of Application

On behalf of Renewal Housing Associates, LLC, the design team is pleased to respond to the Portland Fire Department Site Review Checklist.

1. Name, address, telephone number of applicant:

Renewal Housing Associates, LLC
2 Union St., 5th Floor
Portland, ME 04101
(207) 347-3018

2. Name address, telephone number of architect:

Ryan Senatore Architecture
500 Congress Street Floor 2
Portland, Maine 04101
207-650-6414

3. Proposed uses of any structures [NFPA and IBC classification]

NFPA: Apartment Building / IBC: R-2

4. Square footage of all structures, including decks [total and per story]

Existing Building		
Total	Approx. 14,120	sf

Proposed Building		
1 st Floor	4,963	sf
2 nd Floor	4,988	sf
3 rd Floor	4,988	sf
4 th Floor	4,988	sf
Total	19,927	sf

5. Elevation of all structures

Based upon the average grade plane defined by the IBC, the proposed building height is approximately 44.83'. This height is below the allowable 45 feet within the R-6 zoning district. Please refer to the building elevations provided by the Architect for additional information.

6. Proposed fire protection of all structures

The building will have a sprinkler system per code. Fire flows and requirements for system storage or booster pumping are subject to the fire designer which will be performed prior the request for a building permit.

7. Hydrant locations

- a. An existing hydrant is located to the west on the same side of Grant Street as the site. 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 will be serviced by a new 6" sprinkler line and 4" domestic water service from the existing water main within Grant Street. The building is expected to have internal sprinkler risers and a Fire Department pump connection on the street side of the building.

9. Access to all structures [min. 2 sides]

Access to the structure is provided directly on Grant St. Additionally, the site is accessible from the 16' wide paved driveway.

10. The Architect has provided a code summary (attached).

NFPA 1 – Chapter 18 Fire Department Access and Water Supply

18.2 Fire Department Access:

The project site is located in a heavily developed area and is fronted by a public street. The following pavement street width is currently available:

- Grant Street: 40 feet

Per NFPA 1 – Chapter 18.2.3.3.1, there will be public street access within 50 feet of at least one exterior door. Per NFPA 1 – Chapter 18.2.3.2.2.1, all first story floors shall be located not more than 450 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: As depicted on the site plan, the proposed building layout provides a minimum of two paved access points to the structure: from Grant Street directly and from the side driveway.

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 the public street for emergency vehicles.

3.4.4. Fire Dept. access roads shall extend to within 50' of an exterior door providing access to the interior of the structure.

Response: The building will be provided with exterior doors that will be within 50' of a Fire Department access route, namely Grant St.

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 elevators will be sized to accommodate an 80 x 24 stretcher, per the Architect's designs.

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 will work 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,

A handwritten signature in dark ink, appearing to read "Will Savage".

William H. Savage, P.E.
Principal
Acorn Engineering, Inc.



Code Review

Dec 10, 2019

Residences, 104 Grant Street, Portland, Maine

IBC 2015

NFPA 101 2009

4 floors above grade

502.1

Sprinklers

NFPA 13R

NFPA 13R

Fire Alarm

Monitored Fire Alarm Required

Monitored Fire Alarm Required

Smoke and CO Detectors

Smoke and CO detectors required

Smoke and CO detectors required

Occupant Load

T 1004.1.1

7.3.1.2

Floor 1 = 4852 sf Residential (200 gsf/oc) = 25

Floor 1 = 4852 sf Residential (200 gsf/oc) = 25

Floor 2 = 4929 sf Residential (200 gsf/oc) = 25

Floor 2 = 4929 sf Residential (200 gsf/oc) = 25

Floor 3 = 4929 sf Residential (200 gsf/oc) = 25

Floor 3 = 4929 sf Residential (200 gsf/oc) = 25

Floor 4 = 4929 sf Residential (200 gsf/oc) = 25

Floor 4 = 4929 sf Residential (200 gsf/oc) = 25

Total Building Occupant Load = 100**Total Building Occupant Load = 100**

Use Group(s)

310.1

Apartments (R2)

30.1

Apartment Building

Constr. Type

T 503

5A - non-combustible unprotected

V (111) combustible protected

Building Height

T 504.3

Sprinkler NFPA13R = 60' max.

Number of Stories

T 504.4

R2 = 4 Stories with sprinkler

Building Area

T 506.2

Sprinkler 13R = 12,000 sf max per floor

Building Elements 1A

T 601

1 hr Structural Frame

30.1.6

Apartments -No Minimum Construction requirements

			T 602	0 hr Bearing Walls Exterior (sep. dist $\geq$ 30')		
			T 602	1 hr Bearing Walls Exterior (sep. dist $<$ 10')		
			T 601	1 hr Bearing Walls Interior		
			T 601	0 hr Non-Bearing Walls Interior		
			T 602	0hr Non-Bearing Walls Exterior (sep. dist $\geq$ 30')		
			T 602	1 hr Non-Bearing Walls Exterior (sep. dist $<$ 10')		
			705.5	Exterior Wall with $>$ 10' sep. needs rating only from inside		
			T 601	1 hr Floor Construction		
			T 601	1 hr Roof Construction		
Separations						
			708	2 hr Mechanical Shaft $>$ 4 stories		
			1022.1	2 hr Stair Shaft $>$ 4 stories		
			709.1	1 hr Between Dwelling Units	30.3.7.2	1/2 hr vertical and horizontal sep. between dwellings
			1018.1	1/2 hr Corridor	30.2.4.4.7	1 hr corridor
			508.2.5	1 hr Boiler Room	T 31.3.2.1.1	0 hr Boiler Room w/sprinklers
			508.2.5	1 hr Trash Room	T 31.3.2.1.1	0 hr Trash Room w/sprinklers
			508.2.5	1 hr Storage Room	T 31.3.2.1.1	1 hr Storage Room w/sprinklers
			508.2.5	1 hr Laundry Room	T 31.3.2.1.1	0 hr Laundry Room w/sprinklers
			715.4	90 minute Stairwell Doors (2hr shaft)		
			715.4	20 minute Apartment Entry Doors (1/2 hr corridor wall)	30.3.6.2.1	20 minute Apartment Entry Doors
Distances and Exits						
			1017.2	250' Travel Distance to exits with Sprinklers	30.2.6.2.3	200' Travel distance from apt. door to exit
			1006.2.1	125' Common Path of Travel for R use	30.2.5.3.2	50' Common Path of Travel
			1020.4	50' Dead End	30.2.5.4	50' Dead End
					30.2.6.1.2	125' Travel Distance within Dwelling to Corridor
			1009.2.1	Elevator as Means of Egress - Not required as building is not 4 stories ABOVE the level of exit discharge		
Unprotected Openings			T 705.8	15% when exterior wall sep. dist. is $3'>5'$		
			T 705.8	25% when exterior wall sep. dist. is $5'>10'$		

		T 705.8	45% when exterior wall sep. dist. is 10'>15'			
		T 705.8	75% when exterior wall sep. dist. is 15'>20'			
		T 705.8	Unlimited when exterior wall sep. dist. is 25'>30'			
		T 705.8	Unlimited when exterior wall sep. dist. is >30'			
Parapets		705.11 (ex 6)	Parapets are NOT required when the wall is allowed 25% or more			
			Unprotected openings			
Egress Windows		1030.1	NOT Required at the building has two means of egress			
Elevator Lobbies		3006.2	NOT required as building is not a High-rise and is sprinkled			
Egress Stairs		1009.1	Occ. Load >50 = 44" min width			
		1003.3	Handrails can protrude into stair 4.5" max	7.2.2.2.1.2		Handrails can protrude into stair 4.5" max
		1005.2	Door Swings may not reduce egress width by > 1/2			
		1009.2	80" min headroom	7.2.2.2.1.1(a)		6'-8" min. headroom
		1009.3	7" max. riser	7.2.2.2.1.1(a)		8" max. riser
		1009.3	11" min Tread depth	7.2.2.2.1.1(a)		9" min. tread
		1009.6	12' max. total rise between floors or landings	7.2.2.2.1.1(a)		12' max. height between landings
Ramps		1010.2	1:12 (8%) Max slope	7.2.5.2(a)		1:8 max. slope
		1010.6	60" long landings at top and bottom			
		1010.6	2% max slope of landings	7.2.5.2(a)		1:48 max. cross slope
		1010.8	>6" rise must have handrails on both sides of ramp			
Egress Corridors		1018.2	44" min. when Occ. > 50			
		1018.2	24" min. at service corridors to mechanical equipment			
Sound		1207.2	STC > 50 at walls and floors/ceilings			
		1207.3	IIC > 50 at walls and floors/ceilings			
Energy IECC 2009		T 402.1.1	0.35 Fenestration U-Factor			
Zone 6			R-49 Ceiling			
Residential			R-20 or 13+5c Framed wall			
			R-30 Floor			

				R-19 or 15c Basement wall		
				R-10 to 4ft Slab		
Accessibility				IBC 2015 Chapter 11 - 2% of units to be ANSI TYPE-A, rest are TYPE-B		
				Fair Housing Act Applies		
				Maine Human Rights Act Applies		

S. Parking Analysis

The parking requirement was established utilizing the City's ordinance Section 14.332.2 for affordable housing. 8 units are proposed to be workforce units, leaving 15 market rate units. The calculation for the requirement is as follows:

15 Market rate units – first 3 excluded (per R-6 zoning) at a 1:1 ratio = 12 spaces

8 Workforce units at a 1:8 ratio = 1 space

Total required parking spaces = 13.

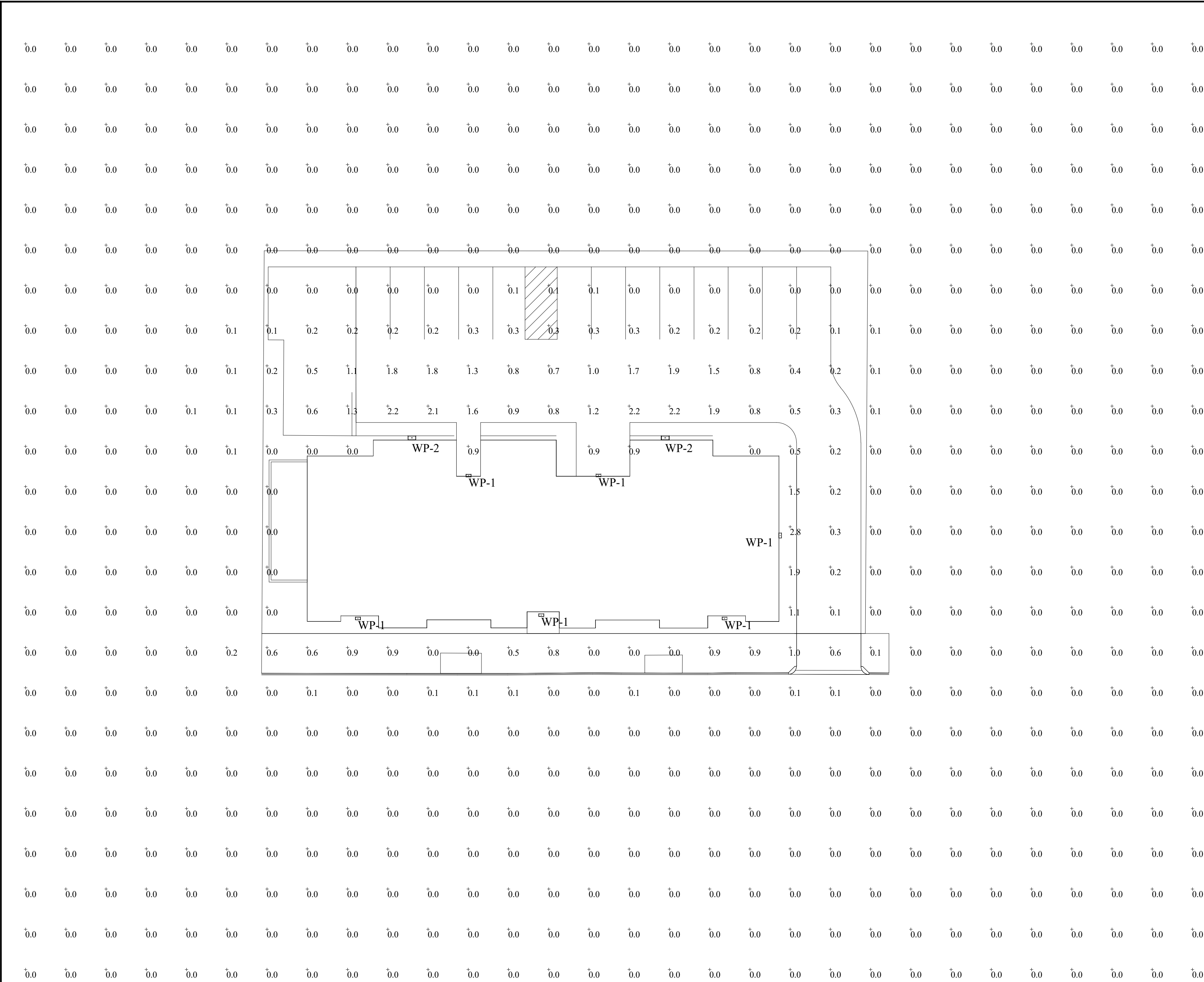
The justification for this parking analysis lies within the site's central location to public transit, goods and services, and the increasing trend of less vehicle ownership in the urban core. Furthermore, all units are 1-bedrooms meaning families with a need for a vehicle are not likely to live in this building. Lastly, workforce units with deed restrictions are likely to see a lower correlation to vehicle ownership. Therefore, it is our professional opinion that 13 parking spaces is adequate for the proposed redevelopment.



N. Lighting

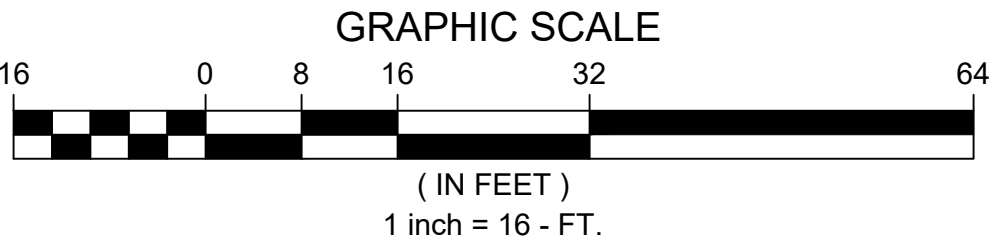
Please find attached the photometric plan and cut sheets for the proposed wall-mounted lighting. Also please note that the values shown to the side and rear of the site, beyond property limits, are inflated as the software used is not capable of incorporating additional site screening measures (i.e. landscaping, fencing, retaining walls).





Luminaire Schedule							
Symbol	Qty	Label	Mounting Height	LLF	Lum. Lumens	Lum. Watts	Description
⌞	2	WP-2	12' - 0" AFG	0.900	3094	28	LNC3-24L4K-035-3
⌏	6	WP-1	8' - 0" AFG	0.900	1052	13	LNC-5LU-4K-2

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Overall Area	Illuminance	Fc	0.08	2.8	0.0	N.A.	N.A.
Parking Area	Illuminance	Fc	0.70	2.8	0.0	N.A.	N.A.



1. THIS LIGHTING DESIGN IS BASED ON LIMITED INFORMATION SUPPLIED BY OTHERS TO HUBBELL LIGHTING. SITE DETAILS PROVIDED HEREON ARE REPRODUCED ONLY AS A VISUALIZATION AID. FIELD DEVIATIONS MAY SIGNIFICANTLY AFFECT PREDICTED PERFORMANCE. PRIOR TO INSTALLATION, CRITICAL SITE INFORMATION (POLE LOCATIONS, ORIENTATION, MOUNTING HEIGHT, ETC.) SHOULD BE COORDINATED WITH THE CONTRACTOR AND/OR SPECIFIER RESPONSIBLE FOR THE PROJECT.

2. LUMINAIRE DATA IS TESTED TO INDUSTRY STANDARDS UNDER LABORATORY CONDITIONS. OPERATING VOLTAGE AND NORMAL MANUFACTURING TOLERANCES OF LAMP, BALLAST, AND LUMINAIRE MAY AFFECT FIELD RESULTS.

3. CONFORMANCE TO FACILITY CODE AND OTHER LOCAL REQUIREMENTS IS THE RESPONSIBILITY OF THE OWNER AND/OR THE OWNER'S REPRESENTATIVE.

TITLE:

104 GRANT STREET
SITE PHOTOMETRIC PLAN

REVISED FROM DRAWING NUMBER(S)



Hubbell Lighting, Inc.
701 MILLENNIUM BLVD.
GREENVILLE, SC 29607

ON BY:
DHK

DATE:
01/13/20

CHK BY:
N/A

REV. BY:

DATE:

SCALE:
AS NOTED

QUOTE:
N/A

DRAWING / DESIGN NO:
2025560



Job Name:

Catalog Number:

LNC-5LU-4K-2-*

Type:

WP-1

Notes: SPECIFY FINISH

SLA18-40388

LNC
SERIES

Cat.#

Job

Type

HUBBELL
Outdoor Lighting

Approvals

SPECIFICATIONS

Intended Use:

The compact LED LNC is designed for entry/perimeter illumination for safety, security and identity. Typical mounting height is up to 12 feet with 40ft fixture spacing (without acrylic diffuser) and 30ft spacing with acrylic diffuser installed. Photocontrol option is available to provide dusk-to-dawn control for additional energy savings.

Construction:

Decorative die-cast aluminum housing and door. Rugged design protects internal components and provides excellent thermal management for long life – 60,000 hours minimum LED life at L96 rating per IESNA TM-21-11. Powder paint finishes provide lasting appearance in outdoor environments.

Optics/Electrical

LED:

Drivers are 120-277V, 50/60Hz Type II, III and Type IV lenses provide wide lateral spread.

- LNC5L – 5 LEDs, Types II, III or IV available, see page 2 for electrical details
- LNC7L – 7 LEDs, Type II, III or IV available, see page 2 for electrical details
- LNC9L – 9 LEDs, Types II, III or IV available, see page 2 for electrical details
- 3000K - 80 CRI, 4000K - 70 CRI, and 5000K - 70 CRI, CCT nominal
- Minimum operating temperature is -40°C/-40°F
- Drivers have greater than .90 power factor and less than 20% Total Harmonic Distortion

Lenses:

Full cut-off distribution; Ambient diffuser included, use for applications near entrances or locations where reduced brightness is desired.

Installation:

Quick mount adapter provides quick installation, designed for recessed box 4" square junction box.

Listings:

Listed and labeled to UL 1598 for wet locations, 25° C ambient environments. DesignLights Consortium® (DLC) qualified. Please refer to the DLC website for specific product qualifications at: <http://www.designlights.org/>

- IES Progress Award Winner - 2012

Warranty:

Five year limited warranty. For more information visit: <http://www.hubbelloutdoor.com/resources/warranty/>

PRODUCT IMAGE(S)



LNC-5L



LNC-7L



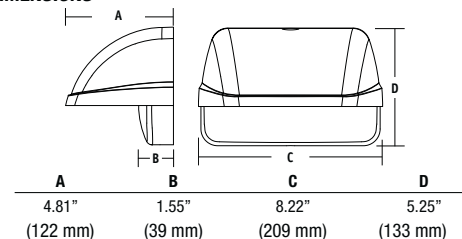
LNC-9L



With diffuser



DIMENSIONS



SHIPPING INFORMATION

Catalog Number	G.W(kg)/ CTN	Carton Dimensions			Carton Qty. per Master Pack
		Length Inch (cm)	Width Inch (cm)	Height Inch (cm)	
LNC-5LU	9.6 (4.36)	14.5 (37)	9.6 (24.5)	6.8 (17.5)	2
LNC-7LU	9.6 (4.36)	14.5 (37)	9.6 (24.5)	6.8 (17.5)	2
LNC-9LU	9.6 (4.36)	14.5 (37)	9.6 (24.5)	6.8 (17.5)	2

CERTIFICATIONS/LISTINGS



C US

LED Product Partner

Turtle Friendly

*3000K and warmer CCTs only

ORDERING INFORMATION

ORDERING EXAMPLE: LNC-9LU-5K-3-1-PCU

LNC	-		-		-		-	
SERIES	NUMBER OF LEDS	VOLTAGE	CCT	IES DISTRIBUTION	FINISH	OPTIONS		
LNC LNC zero uplight	5L 5 LEDs	U 120V-277V	3K 3000K nominal, 70 CRI	2 Type II	1 Bronze	PCU Universal Button Photocell		
	7L 7 LEDs	1 120V	4K 4000K nominal, 70 CRI	3 Type III	2 Black			
	9L 9 LEDs	2 208V	5K 5000K nominal	4 Type IV	3 Gray			
		3 240V			4 White			
		4 277V			5 Platinum			
			AM ¹ Amber (590 µm available for "Turtle Friendly"/ observatory appli- cations, 350 mA (consult factory)		* Specify Finish			

¹ Amber LEDs only available on 7LU and 9LU configurations, 350 mA only

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LAREDO LNC-SPEC

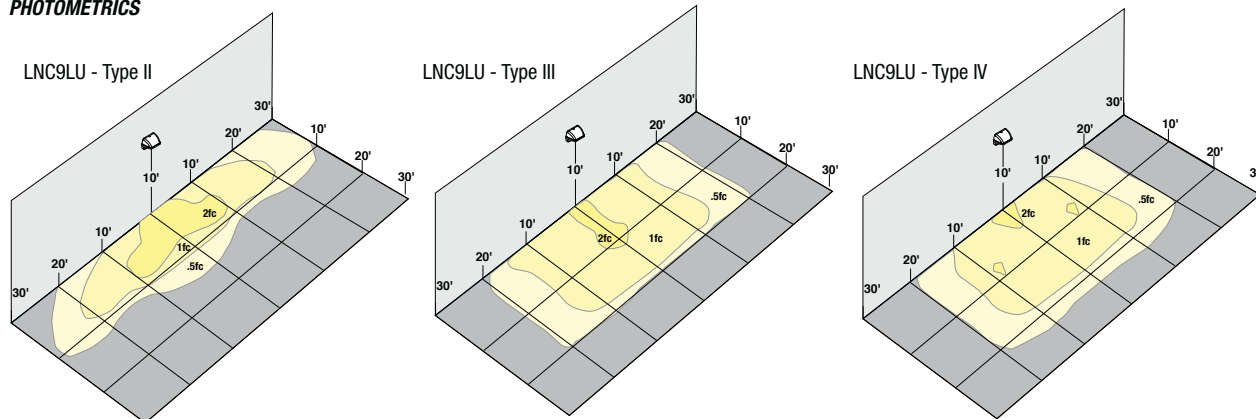
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REPLACEMENT PART

CATALOG NUMBER	DESCRIPTION
93039574	Frosted comfort shield, improved uniformity with only 5% reduction

PHOTOMETRICS



PERFORMANCE DATA

# OF LEDS	DRIVE CURRENT	SYSTEM WATTS	DIST. TYPE	5K (5000K nominal, 70 CRI)		4K (4000K nominal, 70 CRI)		3K (3000K nominal, 80 CRI)		AM (<580 nm wave-length)		
				LUMENS	LPW'	LUMENS	LPW'	LUMENS	LPW'	LUMENS	SYSTEM WATTS	LPW'
5	STD. (700mA)	13W	2	1,150	88.5	1,052	81	883	68			
			3	1,132	87	1,077	83	833	64			
			4	1,146	88	1,053	81	849	65			
7	AM (350mA)	17W	2	1,515	89	1,369	80.5	1,272	75			
			3	1,500	88	1,539	90.5	1,392	82	268	6.6	59
			4	1,557	91.5	1,535	90	1,425	84			
9		22W	2	2,069	94	2,033	92	1,588	72			
			3	2,024	92	1,989	90	1,623	74			
			4	2,095	95	2,059	93.5	1,680	76	382	8.3	46

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown. Actual performance may differ as a result of end-user environment and application. Please consult IES files for BUG ratings.

PROJECTED LUMEN MAINTENANCE

Ambient Temp.	OPERATING HOURS					
	0	25,000	50,000	TM-21-11 ¹ L96 60,000	100,000	L70 (hours)
25°C / 77°F	1.00	0.98	0.97	0.96	0.95	>791,000
40°C / 104°F	0.99	0.98	0.96	0.96	0.94	>635,000

1. Projected per IESNA TM-21-11 * (Nichia 219B, 700mA, 85°C Ts, 10,000hrs)
Data references the extrapolated performance projections for the LNC-12LU-5K base model in a 40°C ambient, based on 10,000 hours of LED testing per IESNA LM-80-08.

LUMINAIRE AMBIENT TEMPERATURE FACTOR (LATF)

AMBIENT TEMPERATURE	LUMEN MULTIPLIER
0° C	1.02
10° C	1.01
20° C	1.00
25° C	1.00
30° C	1.00
40° C	0.99
50° C	0.98

Use these factors to determine relative lumen output for average ambient temperatures from 0-50°C (32-122°F).

ELECTRICAL DATA

# OF LEDS	DRIVE CURRENT (mA)	DRIVE CURRENT (mA)	INPUT VOLTAGE (V)	CURRENT (Amps)	SYSTEM POWER (w)
5	1	STD. (700mA)	120	0.11	13
			277	0.05	13
7	1	STD. (700mA)	120	0.14	17
			277	0.07	17
9	1	STD. (700mA)	120	0.17	22
			277	0.09	22



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LAREDO LNC-SPEC

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LITEPAK SERIES LNC3	Cat.#		 HUBBELL Outdoor Lighting
	Job	Type	
	Approvals		

SPECIFICATIONS

Intended Use:

The midsize LNC3 is designed for perimeter illumination for safety, security and identity. No uplight and lower glare lens option offer neighbor friendly lighting at typical mounting heights of 8-20'. Units have protective polyester finish for long lasting appearance. Ideal for schools, factories, hospitals, warehouses and retail applications. Energy efficient LEDs provide 70%+ energy savings with little to no maintenance when compared to traditional light sources.

Construction:

Die-cast aluminum housing protects components and provides an architectural appearance. Casting thermally conducts LED heat to optimize performance and long life. Powder paint finish provides durability in outdoor environments. Four 1/2" conduit entries (top, bottom, and sides) provided for surface conduit.

Electrical:

- 120-277, 347 and 480 voltage, 50/60Hz, 0-10V dimming drivers
- Electronic driver
- 10kA surge protection

LED(s) CCT:

- Ambient operating temperature -40°C to 40°C
- 3000K, 4000K and 5000K CCT nominal with 70 CRI
- Available in 2 or 24 LED configuration, see page 2 for electrical and photometric data

Lenses:

- Zero uplight distributions using individual acrylic LED optics provide IES type II, III and IV distributions
- CS - Frosted acrylic diffuser option for reduced glare
- CSU - Frosted acrylic diffuser for inverted "up" mounting applications (lens required)

Lumen Maintenance:

L89 at 60,000 hrs (Projected per IESNA TM-21-11), see table on page 2 for all values

Installation:

Quick-mount adapter with gasket seal provides easy installation to wall or to recessed junction box (4" square junction box). Fixture attaches by two Allen-head hidden fasteners for tamper resistance. Designed for direct j-box mount or conduit feed on all four sides in single SKU.

Options/Controls:

- Button photocontrol for dusk to dawn energy savings
- 7-pin photo-receptacle available for twist lock photocell and controls by others
- Occupancy sensor options available for complete on/off and dimming control
- SiteSync pre-commissioned wireless controls (with or without sensor)
- In addition, LITEPAK can be specified with SiteSync™ wireless control system for reduction in energy and maintenance cost while optimizing light quality 24/7. See ordering information or visit www.hubbelllighting.com/sitesync for more details.

Listings:

- DesignLights Consortium® (DLC) qualified. Please refer to the DLC website for specific product qualifications at www.designlights.org
- Listed to UL1598 and CSAC22.2#250.0-24 for wet locations
- IP65 Assembly • IDA Approved (3000K configurations)

Warranty:

Five year limited warranty (for more information visit: <http://www.hubbelloutdoor.com/resources/warranty/>)

PRODUCT IMAGE(S)



DIMENSIONS

A	B	C	D	E	Weight / BBU
13"	10.5"	9.9"	5.8"	8.3"	18 lbs.
330.2 mm	266.7 mm	251 mm	147.3 mm	210.8 mm	8.2 kg

CERTIFICATIONS/LISTINGS



*3000K and warmer CCTs only

SHIPPING INFORMATION

Catalog Number	G.W.(kg)/CTN	Carton Dimensions			Carton Qty. per Master Pack
		Length (cm)	Width (cm)	Height (cm)	
LNC3-24L	18.0 (8.2)	15.8 (40)	11.0 (28)	13 (33)	1

ORDERING INFORMATION – ORDERING EXAMPLE: LNC3-24L-3K-105-2-1-DB-7PR-SCP

LNC3	-	-	-	-	-	-	-	-	-
FAMILY	NUMBER OF LEDS	CCT	DRIVE CURRENT	IES DISTRIBUTION	VOLTAGE	FINISH	CONTROL OPTIONS	OPTIONS	
LNC3 Medium Litepak Wallpack	24L 24LEDs	4K 4000K	035 350mA	2 Type II	1 120v ¹	DB Bronze	PCU Universal Button PC	F ¹	Fusing (must specify voltage per footnote)
		5K 5000K	050 500mA	3 Type III	2 208v ¹	BL Black	7PR ⁶ 7pin PCR	CS	Frosted acrylic diffuser
			075 750mA	4 Type IV	3 240v ¹	WH White	SCP ^{3,4} Program-mable occupancy sensor	CSU ²	Inverted/Up mounting frosted acrylic diffuser (required for up/inverted fixture installations, factory install only see page 3)
			105 1050mA		4 277v ¹	GR Gray	SWP ^{7,10} SiteSync pre-commissioned	E ^{1,5}	Integral battery backup rated for 0°
					5 480v ¹	PS Platinum		EH ^{1,5}	Integral battery backup with heater rated for -30°C
					F 347v ¹	CC Custom Color		2DR ⁹	Dual Drivers
						* Specify Finish	SWPM ^{4,7,8,10} SiteSync pre-commissioned w/ occupancy sensor		

¹ Must specify voltage (120 or 277V only for E/EH options)

² Factory Install Only. Not available with SCP or SWPM sensor/control options

³ Must order minimum of one remote control to program dimming settings, 0-10V fully adjustable dimming with automatic daylight calibration and different time delay settings, 120-277V only.

⁴ PCU option not applicable, included in sensor (0F = up to 0Ft, 20F = up to 20ft)

⁵ 350mA, 500mA & 750mA versions only. Not available with F SWP or SWPM options.

⁶ Accepts standard 3, 5, and 7-Pin ANSI controls (by others). Not available with PCU, SWP or SWPM control options

⁷ Must specify group and zone information at time or order. See www.hubbelllighting.com/products/sitesync for future details

⁸ Specify time delay; dimming level and mounting height

⁹ 750mA and 1050mA versions only, not available with 347/480V

¹⁰ 1050mA only, not available with 347V or 480V

STOCK ORDERING INFORMATION – 2L COB MODELS

CATALOG NUMBER	DESCRIPTION	DISTRIBUTION	WATTAGE	LUMENS	LPW	VOLTAGE	# OF DRIVERS @ DRIVE CURRENT	WEIGHTS LBS. (KGS)
LNC3-2L4K-075	2 LED - 60W Configuration, 4000K, Dark Bronze	Type IV	62.0	5,857	94.8	120-277	1 @ 750mA	16(7.3)
LNC3-2L4K-105	2 LED - 90W Configuration, 4000K, Dark Bronze		87.4	7,721	86.1		1 @ 1050mA	
LNC3-2L5K-105	2 LED - 90W Configuration, 5000K, Dark Bronze		87.4	7,288	82.0		1 @ 1050mA	
LNC3-2L4K-105-7PR	2 LED - 90W Configuration, 4000K, Dark Bronze, 7-Pin		87.4	7,721	86.1		1 @ 1050mA	
LNC3-2L4K-105-SCP	2 LED - 90W Configuration, 4000K, Dark Bronze, SCP		87.4	7,721	86.1		1 @ 1050mA	



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Submitted by Swaney Lighting	Job Name:	Catalog Number: LNC3-24L4K-035-3-U-** Notes: SPECIFY FINISH	Type: WP-2 SLA18-40388
------------------------------	-----------	---	---

Accessories and Services (Ordered Separately)

Catalog Number	Description
LNC3-CS	Frosted acrylic diffuser reduces surface brightness and glare with a roughly 20% lumen reduction
SCP-REMOTE	Remote Control for SCP/_F option. Order at least one per project to program and control the occupancy sensor
SWUSB*	SiteSync interface software loaded on USB flash drive for use with owner supplied PC (Windows based only). Includes SiteSync license, software and USB radio bridge node
SWTAB*	Windows tablet and SiteSync interface software. Includes tablet with preloaded software, SiteSync license and USB radio bridge node.
SWBRG	SiteSync USB radio bridge node only. Order if a replacement is required or if an extra bridge node is requested.
SW7PR*	SiteSync 7 Pin on fixture module On/Off/Dim, Daylight Sensor 120-480VAC

* When ordering SiteSync at least one of these two interface options must be ordered per project.
+ Available as a SiteSync retrofit solution for fixtures with an existing 7pin receptacle.

Hubbell Control Solutions - Accessories (sold separately)

Catalog Number	Description	HCS System
NXOFM-1R1D-UNV	On-fixture Module (7-pin), On / Off / Dim, Daylight Sensor with HubbNET Radio and Bluetooth® Radio, 120-480VAC	NX Distributed Intelligence™
WIR-RME-L	On-fixture Module (7-pin or 5-pin), On / Off / Dim, Daylight Sensor with wiSCAPE Radio, 110-480VAC	wiSCAPE® Lighting Control

For additional information related to these accessories please visit www.hubbellcontrolsolutions.com. Options provided for use with integrated sensor, please view specification sheet ordering information table for details.

SiteSync 7-Pin Module



SW7PR

- SiteSync Features in a new form
- Available as an accessory for new construction or retrofit applications (with existing 7-Pin receptacle)
- Available on all products that have a 7-Pin receptacle
- Does not interface with occupancy sensors



PERFORMANCE DATA

# OF LEDS	DRIVE CURRENT	SYSTEM WATTS	DIST. TYPE	5K (5000K nominal, 70 CRI)					4K (4000K nominal, 70 CRI)					3K (3000K nominal, 70 CRI)				
				LUMENS	LPW¹	B	U	G	LUMENS	LPW¹	B	U	G	LUMENS	LPW¹	B	U	G
24	350mA	28	E	671	-	-	-	-	657	-	-	-	-	591	-	-	-	-
			2	3,212	115	1	0	1	3,145	113	1	0	1	2,991	107	1	0	1
			3	3,160	113	1	0	1	3,094	111	1	0	1	2,944	106	1	0	1
			4	3,182	114	1	0	1	3,116	112	1	0	1	2,964	106	1	0	1
	500mA	41	2	4,143	101	1	0	2	4,057	99	1	0	2	3,858	94	1	0	2
			3	4,076	99	1	0	1	3,991	97	1	0	1	3,797	93	1	0	1
			4	4,104	100	1	0	1	4,019	98	1	0	1	3,823	93	1	0	1
			2	5,918	99	1	0	2	5,795	97	1	0	2	5,512	92	1	0	2
	750mA	60	3	5,823	97	1	0	2	5,702	95	1	0	2	5,424	90	1	0	2
			4	5,863	98	1	0	2	5,741	96	1	0	2	5,461	91	1	0	2
			2	7,630	92	2	0	2	7,472	90	2	0	2	7,107	86	2	0	2
			3	7,508	90	1	0	2	7,352	89	1	0	2	6,993	84	1	0	2
	1050mA	83	4	7,559	91	1	0	2	7,402	89	1	0	2	7,041	85	1	0	2

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown. Actual performance may differ as a result of end-user environment and application.

ELECTRICAL DATA

# OF LEDS	DRIVE CURRENT (mA)	INPUT VOLTAGE (V)	CURRENT (Amps)	SYSTEM POWER (w)
24	350mA	120	0.23	28
		277	0.10	28
		347	0.08	28
		480	0.06	28
	500mA	120	0.34	41
		277	0.15	41
		347	0.12	41
		480	0.09	41
	750mA	120	0.50	60
		277	0.22	60
		347	0.17	60
		480	0.13	60
	1050mA	120	0.69	83
		277	0.30	83
		347	0.24	83
		480	0.17	83

PROJECTED LUMEN MAINTENANCE

Ambient Temp.	OPERATING HOURS					
	0	25,000	50,000	TM-21-11¹ L96 60,000	100,000	L70 (hours)
25°C / 77°F	1.00	0.97	0.94	0.93	0.89	>296,000
40°C / 104°F	1.00	0.95	0.91	0.89	0.83	>191,000

1. Projected per IESNA TM-21-11 * (Nichia 219C, 1050mA, 85°C, 10,000 hrs)
Data references the extrapolated performance projections for the LNC3-24L-105 base model in a 40°C ambient, based on 10,000 hours of LED testing per IESNA LM-80-08.

LUMINAIRE AMBIENT TEMPERATURE FACTOR (LATF)

AMBIENT TEMPERATURE		LUMEN MULTIPLIER
0° C	32° F	1.02
10° C	50° F	1.01
20° C	68° F	1.00
25° C	77° F	1.00
30° C	86° F	1.00
40° C	104° F	0.99

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).



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CSU – INVERTED MOUNTING OPTION
(Requires Factory Installed lens option)


Inverted mounting capabilities for uplighting applications. Specially designed frosted acrylic diffuser option softens output, improves uniformity and protects LED lenses.

7PR-7-PIN RECEPTACLE
(Photocontrol and Wireless Controls by Others)


Standard NEMA 7-Pin receptacle for twist lock photocell or wireless controls (by others).

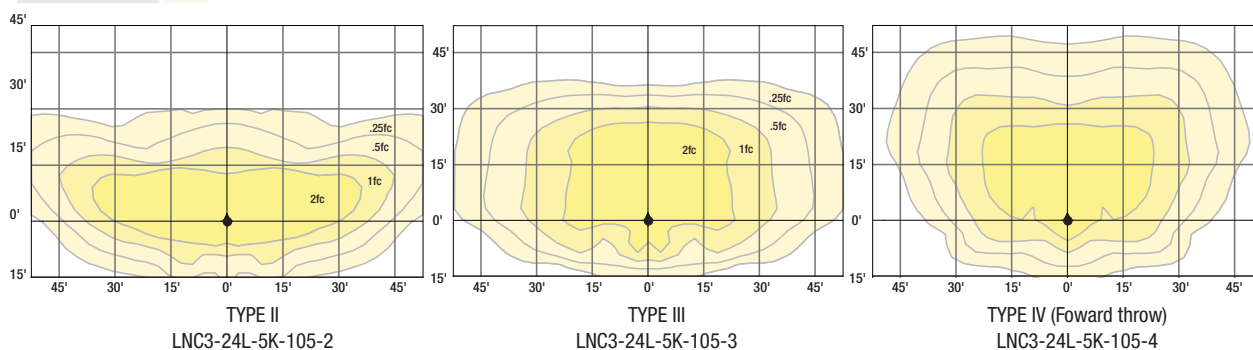
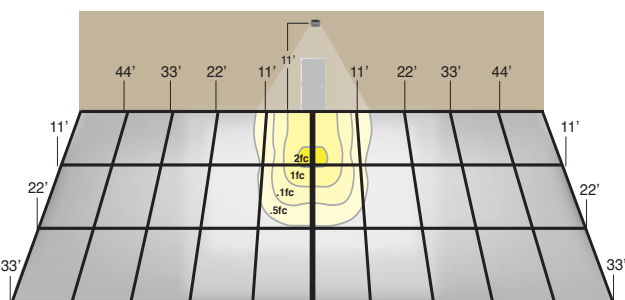
SCP - Programmable Occupancy Sensor


Sensor offers greater control and energy savings with SCP programmable sensor with adjustable delay and dimming levels (Factory default is 10%)

Visit: <http://www.hubbelllighting.com/solutions/controls/> for control application information

PHOTOMETRICS

Mounting Height 15ft


PHOTOMETRICS - BATTERY BACK UP


11' Mounting Height

Provides Life Safety Code average illuminance of 1.0 fc. Assumes open space with no obstructions and mounting height of 11'.

Diagrams for illustration purposes only, please consult factory for application layout.

Battery backup units consume 6 watts when charging a dead battery and 2 watts during maintenance charging.
EH (units with a heater) consume up to an additional 8 watts when charging if the battery temp is lower than 10°C

E & EH EMERGENCY BATTERY BACKUP


24 High Power LEDs generate up to 6,000 lumens in Normal Mode, and use 4 LEDs for up to 700 lumens in emergency.

SWP & SWPM - SiteSync™


SiteSync Lighting Control is available from our most popular brands in a broad range of award-winning product families.

Precommissioned SiteSync Ordering Information:

When ordering a fixture with the SiteSync lighting control option, additional information will be required to complete the order. The SiteSync Commissioning Form or alternate schedule information must be completed. This form includes Project locations Group information, and Operating schedules. For more detailed information please visit www.HubbellLighting.com/products/sitesync or contact Hubbell Lighting tech support at (800) 345-4928.

SiteSync fixtures with occupancy sensor (SWPM) require the mounting height of the fixture selection of the lens.

Examples: LNC3-24L-4K-075-3-U-BL-SWP
LNC3-24L-4K-075-3-U-BL-SWPM-20F

SiteSync only
SiteSync with Motion Control



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Q. Construction Management Plan

Project Address: 104 Grant St.

Project Description:

The project proposes demolishing the existing single-story office building and construction a 4-story, 23-unit residential building.

Project Team Summary:

Owner:	Watson Renewal Grant, LLC
General Contractor:	TBD
Civil Engineer:	Acorn Engineering, Inc.
Architect:	Ryan Senatore Architecture
Structural Engineer:	SDC, Inc.

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 14-530 and 13-532 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.

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 contact information shall be posted on a sign on the construction fence along the Grant St frontage. Additional signage necessary for communication shall be provided, but will be temporary and removed upon completion of the project. The contact information for the project personnel is:

Todd Alexander
Renewal Housing Associates, LLC
(207) 347-3018

GC and Subcontractor information will be posted along the Grant St frontage once contracted.

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 of the 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.

Due to the limited space within the project parcel, deliveries will need to be stored in an alternate location or deliveries must be small enough to fit within the property. 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 2020
<u>Project End Date:</u>	Spring 2021

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:
 - o Good Housekeeping
 - o On-site security
 - o Installation of new fire protection systems as construction progresses
 - o Preservation of existing systems during demolition
 - o Organization and training of an on-site fire brigade
 - o Development of a pre-fire plan with the local fire department
 - o Rapid communication
 - o Consideration of special hazards resulting from previous occupancies
 - o 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 vehicle 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. This will apply to the new connections within Grant St.

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 Grant St. 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 Grant St 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 on Grant St shall not be permissible. 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 reconstruction:
 - Gravel & Stone – Approx. 275 CY. Earthwork subcontractor(s) pit to project site.
 - Hot Mix Asphalt – Approx. 120 tons. Paving subcontractor(s) 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:

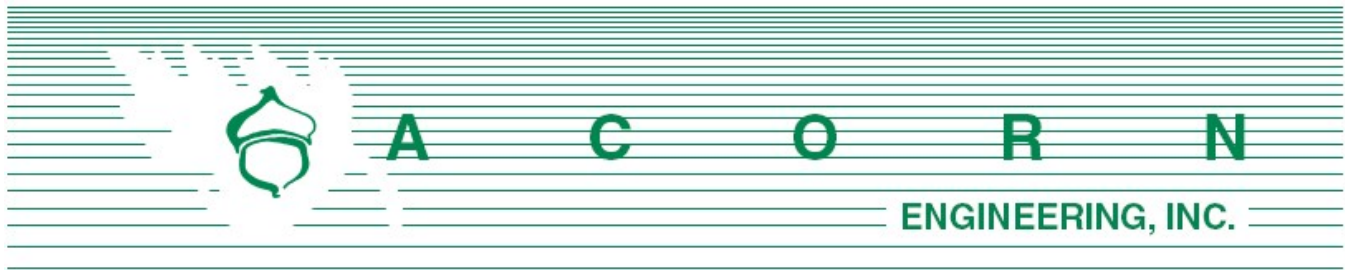
- Project duration, discharge location, storage equipment on-site, dewatering schematic, and emergency contact.
- General requirements include trained staff on-site for all approved discharges and required site log for documentation of all discharges.
- Storage and/or treatment process should include 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.





Planning Division
City of Portland, Maine
389 Congress Street, 4th Floor
Portland, ME 04101

February 13, 2020

Subject: 104 Grant Street Neighborhood Meeting

I, Will Savage, hereby certify that a neighborhood meeting was held on February 12, 2020
at 104 Grant Street at 5:30 pm.

I also certify that on January 31, 2020, invitations were mailed to the following:

1. All addresses on the mailing list provided by the Planning Division which includes property owners within 500 feet of the proposed development.
2. Residents on the "interested parties" list.

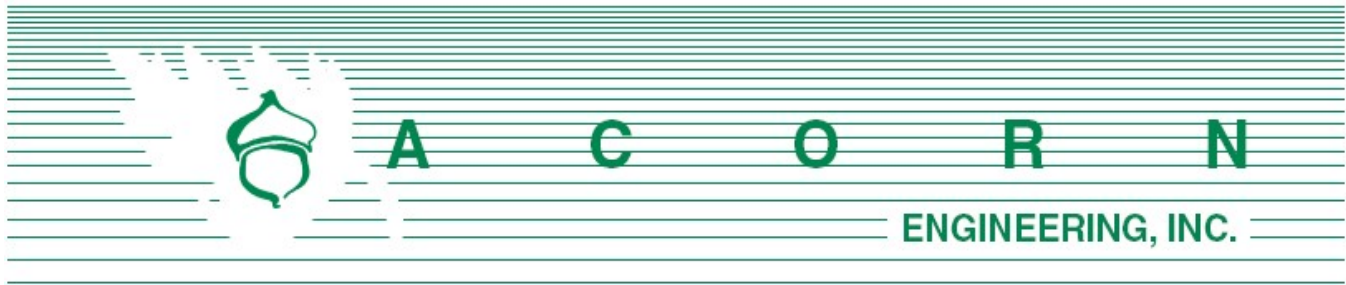
Sincerely,

Date: 2/13/2020

William H. Savage, P.E.
Principal - Project Manager
Acorn Engineering, Inc.

Included with this certification are:

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



January 31, 2020

Dear Neighbor:

On behalf of Renewal Housing Associates, LLC, we are pleased to invite you to a neighborhood meeting to discuss our plans for the proposed project at 104 Grant within the R-6 zoning district. The project includes the construction of a 4-story, 23-unit residential condominium with associated surface parking to the rear of the site. To facilitate the project, the existing 1-story office/maintenance garage which occupies nearly 100% of the lot would be demolished. Furthermore, as a result of the proposed project the existing non-conforming office/maintenance garage use would lose its grandfathered status. This will be one of Portland's first developments where an applicant utilizes City incentives to create additional workforce housing homeownership opportunities on the Portland peninsula. The applicant is proposing that at least 8 of the 23 units will be Workforce Housing units serving middle income households and first-time homebuyers.

Meeting Location: 104 Grant St office (east side of building), Portland, ME 04101

Meeting Date: Wednesday, February 12, 2020

Meeting Time: 5:30 p.m.

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

If you have any questions regarding the neighborhood meeting, please don't hesitate to call me at 775-2655. We look forward to seeing you at the meeting.

Sincerely,

William H. Savage, P.E.
Acorn Engineering, Inc.

Sign In Sheet

2/12/2020

104 Grant Street Portland, ME 04101

Members of the Public in Attendance:

NAME

E-MAIL

1. Ray Hepler
2. Rachel Skillings
3. Kaia Moore
4. Kristian Kramer
5. David Warden
6. Keri Lord
7. Erin Oldham
8. Tim Gray
9. Angela Miller Gray
- 10.
- 11.
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- 25.

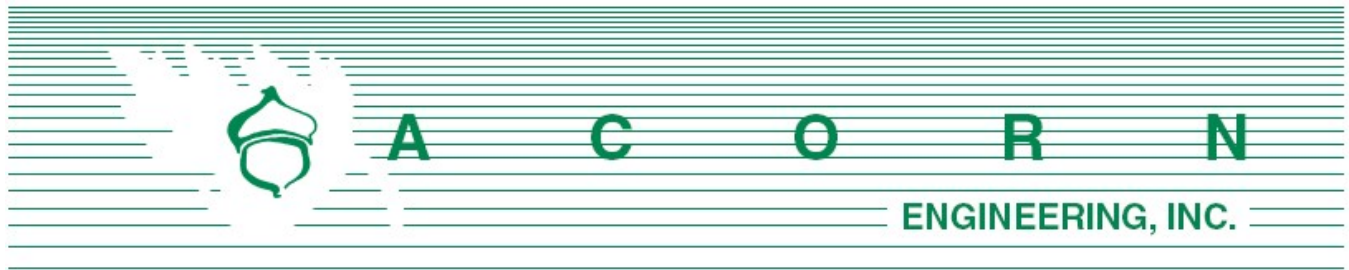
rohepler@gmail.com
h2iku4u@icloud.com
kaia.doughty@gmail.com
krskrm25@gmail.com
~~David Warden~~ wardenadventures@gmail.com
dwarden58@gmail.com
erinoldham70@gmail.com
timgray79@hotmail.com

Developer and Consultant Team in Attendance:

NAME

E-MAIL

1. Wendy Jordan WendyJordan@gmail.com
2. Zachary Stevens Zstevens@acorn-engineering.com
3. Will Savage
4. Ryan Senatore
- Todd Alexander



104 Grant Street Redevelopment Level III Site Plan/Subdivision Application

Neighborhood Meeting Minutes

February 12, 2020 / 5:30 pm

104 Grant Street

Project Team Attendees:

Todd Alexander (TA): Developer/Presenter – (Renewal Housing Associates, LLC)

Will Savage (WS): Civil Engineer/Presenter (Acorn Engineering)

Zachary Stevens (ZS): Civil Engineer/Note Taker (Acorn Engineering)

Ryan Senatore (RS): Architect/Presenter (Ryan Senatore Architecture)

Wendy Jordan (WJ): Developer (Renewal Housing Associates, LLC)

Meeting started at approximately 5:35 pm.

Presentation:

Todd Alexander:

- Developer and Applicant
- Goal is to bring affordable housing to the Portland area to attract first time homebuyers and look at the option of home ownership vs rental.
- The project is a 23 unit with deed restrictions.
- Sign In sheet is available for everyone which will become public record along with the meeting minutes

Will Savage:

- Introduction
 - o Neighborhood Meeting is a City requirement for a Level III Application

- Overview of project location and vicinity.
- The site is zoned as R-6, which relates to the residential density in the area. We are looking to comply with the R-6 standards. Currently the site is a non-conforming use and exceeds lot coverage.
- The site currently serves and an office and maintenance building.
- Overview of grading/slopes in the vicinity.
- The project proposes a 4-story, 23-unit w/ parking in the rear.
 - o Increase housing stock
 - o Tie into front façade of existing street scape. Ryan Senatore to provide more insight later in the presentation.
 - o Rebuilt sidewalk
 - o Plant street trees
- The utilities were designed in accordance with the respective utility companies' requirements.
 - o Underground electric will serve the redevelopment
 - o Proposed a 6" fire line and 4" domestic water line. The building will be sprinkled.
 - o Sewer to the municipal system in Grant Street
 - o Gas to the municipal system in Grant Street
- Presently the site is nearly 100% impervious area with no green space. The proposed development will increase the green space to 20% on site.
- Grades – The existing retaining wall will remain and be reinforced. Drainage will be directed to a catch basin and high-performance rain garden to provide both water quality and quantity.
- Pre-application meeting was held on 11/27/2019
- Planning Board Workshop is tentatively scheduled 3/24/20 and all are welcome to come to that as well.

Ryan Senatore:

- Overview of first floor
 - o Center circulation, ADA accessible
 - o 2 egress stairs and elevator
- Incorporated porches, bays, and windows to interact with street
- Units are designed as middle and end type units
- Similar floor plan as you move up the building
 - o Porches on upper floors as well
- Overview of exterior of building and elements incorporated from surrounding structures.

Todd Alexander:

- Overall goal of project



- o Tall windows
- o All units are in front of building
- o Keep units affordable
- o Putting value inside the unit's vs outside them
- o Work with neighbors

Comments, Questions & Answers:

Please note that the following questions and answers were not recorded verbatim and aim to represent and summarize the actual questions, answers, and discussion that took place at the meeting. Q or C denotes Question or Comment from the Public.

Q: Are you going to do a parking study?

TA: A parking study is not required for a project of this size/scale.

C: The project will shadow my building and take street parking away from my units. This project will do nothing for me.

TA: This is a 4-million-dollar project. It could increase housing value.

Q: How long will construction take?

TA: Roughly 12 months, but I cannot make any promises.

Q: Where will equipment and material be stored during construction?

TA: On site.

Q: Where will workers park during construction?

TA: A CMT plan was submitted, which will have to be approved by the city.

Q: Can the public access this CMT plan?

TA: Yes.

Q: When will construction start?

TA: September/October

Q: The front of the structure looks great. Will the sides be improved?



RS: The photo I showed is not the realistic side shot you will see when driving by. The street view reveals a better angle.

TA: I want to address the CMT Plan, once the building is removed there will be a lot of area for construction workers to park.

Q: Why wasn't there a parking study

WS: A parking study is not required unless the site is 50,000sf or more. We are at roughly 20,000sf. There are other measures to met the parking demand such as a shared vehicle and or a pay in lieu fee with the City.

C: Long term, these units are small, people might not want to settle down here and I fear a high turnover rate. As a neighbor this is not what I want to see.

TA: That's a hard comment to answer, I do know 45% of housing in Portland is a 1-person household. I want families/tenants to live in these units' long term as well. It is hard to rent out big units and keep them affordable.

Q: Who are the customers at your other housing units?

TA: First time homebuyers, young professionals, and a few 2-person families that are kind of getting priced out of Portland.

C: We expect a building here. We understand a project will happen. My issue is the 13 spaces w/ 23 units. The lack of parking is a concern for the neighborhood.

TA: There is public transportation and not all tenants will own a car.

Q: Does the deed restriction include not being able to use a car?

TA: That may not be legal. Some people at other properties will pay extra to buy a parking spot while some don't own a car.

Q: Where are these places?

TA: We have two projects with this. One situation is first come first serve, another is they could lease a spot, and lastly, they could not own a car. Not owning a car could make the property affordable for certain type of tenants.

We also have landscaping regulations to meet as well. We must have 20% green space so we cannot add more impervious area to the site.

C: But car owners will still find parking. I have a tenant that rents a 3-unit and they have 5 cars.



TA: Maybe these tenants won't have multiple cars.

C/Q: You cannot brush over the parking issue. We will be at Planning Board. Also, will you remove the tanks (stormwater chambers)? And take care of contaminated soil?

TA: Yes, we have removed the tanks. This was done in a Phase I.

Q: Are your other units' condos?

TA: Yes.

Q: How long did it take you to sell the condo units?

TA: Immediately.

Q: What is the median income for your tenants?

TA: Deed restriction at 120% Annual Median Income (AMI) will be approximately \$78,000 – 1 person and \$90,000 – 2 people. This means if you make more than this you don't qualify for the deed restricted units.

TA: Some units will on top floor or have a private yard will be more expensive. There is an unmet need for affordable housing in Portland.

Q: How many units will be for sale?

TA: All of them.

Q: Do you manage the unit?

TA: After 75% of sale we transfer to the homeowner and they will get a manager to take care of the home.

Q: Condo Management, will it be public knowledge who manages that?

TA: Hard to say at this point. Ill share all the info I can.

Q: What are the terms of ownership?

TA: Deeds lock tenants into a 10-30-year deal, they will be regulated by the city. This is most units.



Q: Can we do first floor parking?

TA: We are already at max height; we cannot go higher.

Q: Can we get a waiver?

WS: We would have to go through the Zoning Board of Appeals and prove a hardship.

Q: Can we do underground parking?

WS: This could be very expensive.

C: (An idea suggesting Todd could make more money)

TA: I'm not doing this to make money, my goal is to create affordable housing. People getting priced out of Portland is an issue.

C: The issue is parking.

TA: What I offer is we meet the zoning requirement, we can push to attract shared vehicle tenants, or tenants without vehicles.

Q: Public transportation is not efficient.

TA: We can do our best to attract the right buyers. I want to try to solve this with you all.

Q: The sewer expansion, will this be an issue?

WS: The sewer will tie into the existing main in Grant Street. I don't anticipate any issues, Its only a 23 unit. We do send out ability/capacity to serve requests to the utility companies.

Q: This project will have underground electric while others still have overhead electric?

WS: Yes. Just this unit will implement underground electric as part of this project.

Q: How will I get to work when the road is being worked on?

TA: This will be managed, and you'll be able to have access to your driveway.

Q: What is the construction schedule in terms of daily/weekly work?

TA: Unusual to see weekend work but the city does allow it on Saturdays.



Q: We have gone without groceries because of not wanting to lose an on-street parking spot

TA: Thanks for sharing, that will be on record.

Q: Will there be less lot coverage as a result of this project?

RS: This wall to our left (western wall) will come in approximately 10'

TA: Run off will not be increased as well.

WS: The proposed rain garden will provide stormwater treatment.

Q: What is the condition of the retaining wall?

TA/RS: We have done core drills; this building was built in 1923. The retaining wall was reinforced then and will be reinforced again with concrete buttress.

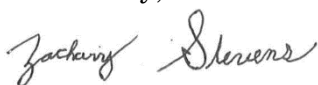
Q: Thanks Todd

TA: Thanks for coming, we will focus on Parking.

Meeting concluded at approximately 6:40 pm.

The abovementioned material was as interpreted and recorded from handwritten notes. Please note and relay any discrepancies or disputed information in the recorded minutes to the below address so that they can be reviewed, revised, and resubmitted as necessary.

Recorded by,



Zachary Stevens, E.I.

Design Engineer

Acorn Engineering, Inc.

zstevens@acorn-engineering.com



M. Calculation of Wastewater Flowrate for **104 Grant St Redevelopment**

The proposed project includes a four-story building consisting of 23 residential units. Based upon the Section 4 of the Maine Subsurface Wastewater Disposal Rules, the project anticipates the following daily flows:

Estimate of Anticipated Daily Flows			
Development	Number of Units	Gallons per Day per Unit	Total Gallons per Day
Existing Flow			
Office	30 Employees	12	360
Total Gallons per Day (Existing)			360
Proposed Flow			
Apartments (1-Bedroom)	23	120	2,760
Total Gallons per Day (Proposed)			2,760
Net Change			+2,400 GPD
*Values based on STATE OF MAINE: SUBSURFACE WASTEWATER DISPOSAL RULES, most recent edition			

As seen above, the project anticipates an increase in daily flow of approximately 2,400 gallons. Please see attached for the formal application template.



CITY OF PORTLAND WASTEWATER CAPACITY APPLICATION

Portland Dept. of Public Works -
Water Resources
55 Portland Street,
Portland, Maine 04101-2991



Bradley Roland, P.E.
Water Resources Division
Department of Public Works
55 Portland Street
Portland, ME 04103

Date: 12/12/19

1. Please, Submit Utility, Site, and Locus Plans.

Site Address: 104 Grant St.

Chart Block Lot Number: 48-C-8

Proposed Use: 23 Unit Condominium
Previous Use: Office/Property Maintenance Building
Existing Sanitary Flows: 360 GPD
Existing Process Flows: GPD
Description and location of City sewer that is to
receive the proposed building sewer lateral.

The project proposes connecting a 6" sewer lateral
to the existing sewer main in Grant St.

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: TBD Phone: 207.874.8719
Owner/Developer Name: Renewal Housing, LLC.
Owner/Developer Address: 2 Union Street, 5th Floor, Portland, ME 04101
Phone: 207.347.3018 Fax: E-mail: talexander@renewalhousing.com
Engineering Consultant Name: Acorn Engineering, Inc.
Engineering Consultant Address: 65 Hanover St., Portland, ME 04101
Phone: 207.775.2655 Fax: E-mail: wsavage@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: 2,760 GPD
Peaking Factor/ Peak Times: Diurnal
Specify the source of design guidelines: (i.e. "Handbook of Subsurface Wastewater Disposal in Maine,"
"Plumbers and Pipe Fitters Calculation Manual," Portland Water District Records, Other (specify)
Handbook of Subsurface Wastewater Disposal in Maine

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:	0
Size of External Grease Interceptor:	NA
Retention Time:	NA
Peaking Factor/ Peak Times:	NA

Note: In determining your restaurant process water flows, and the size of your external grease interceptor, please use The Uniform Plumbing Code. Note: In determining the retention time, sixty (60) minutes is the minimum retention time. Note: Please submit detailed calculations showing the derivation of your restaurant process water design flows, and please submit detailed calculations showing the derivation of the size of your external grease interceptor, either in the space provided below, or attached, as a separate sheet.

5. Please, Submit Industrial Process Wastewater Flow Calculations

Estimated Industrial Process Wastewater Flows Generated:	0	GPD
Do you currently hold Federal or State discharge permits?	Yes	No X
Is the process wastewater termed categorical under CFR 40?	Yes	No X
OSHA Standard Industrial Code (SIC):	(http://www.osha.gov/oshstats/sicser.html)	
Peaking Factor/Peak Process Times:	NA	

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.

MEMORANDUM

TO: SAM LABEL, ACORN ENGINEERING
FROM: TODD ALEXANDER AND TOM WATSON, WATSON RENEWAL GRANT LLC (THE “SPONSOR”, “APPLICANT”)
SUBJECT: PARKING INFORMATION; SITE PLAN APPLICATION
DATE: MARCH 3, 2020
CC: WENDY JORDAN, CAITLIN CAMERON, EMMA HOLDER
RE: PARKING REQUIREMENTS FOR THE GOODWIN (AKA 104 GRANT STREET)

Dear Sam:

This memorandum is intended to summarize the parking and transportation plans for The Goodwin, a 23-unit workforce housing condominium development at 104 Grant Street (the “Project”).

Background:

The Project is a 23-unit multifamily development located in the R6 Zone. Twelve of the 23 units are intended to serve as workforce, or affordable housing units, as defined under Portland’s zoning ordinance and Maine State statute. When applying the R-6 ordinance to the project and maintaining the 1:1 parking ratio for the workforce units, the parking standard for the development is 20 off-street parking spaces.

We have met with neighborhood stakeholders on four occasions; twice we presented at a Parkside Neighborhood Association meeting, once we met with representatives from the neighboring condominium association, Oakview Condominiums and, finally, we hosted a general neighborhood meeting as part of the site plan application process.

During the meetings with the Parkside Neighborhood Association and representatives from the Oakview Condominiums, we were encouraged to promote alternate forms of transportation (e.g. bicycle ownership and public transportation) to mitigate the demand for parking – both on-street and off-street.

During the general public meeting, a number of neighbors and property owners expressed concern over the parking demand that the project may create and the limited number of off-street parking spaces proposed at the Project (13 off- street spaces were proposed in the original site plan application).

In response to varying comments we received, as well as the anticipated demand from our perspective residents, we have taken a more balanced and comprehensive approach to the Project’s parking plan. The revised plan both meets the technical requirements under the zoning ordinance, while improving the overall transportation infrastructure for our perspective residents and the neighborhood. Importantly, this plan provides maximum flexibility for our perspective owners and helps to maintain

affordable homeownership opportunities for Portland area residents – which is the Project’s primary mission.

Parking Plan:

In summary, the revised parking plan includes the following;

- i) Twelve (12) on-site private parking spaces located at the rear of the property.
- ii) Eight (8) off-site, off-street parking spaces available for long-term lease. These spaces are located in a private parking lot at 707 Congress Street. This lot is owned by a member of the Sponsor. Depending on demand, additional spaces may be available for perspective residents. The location of this off-site lease is situated less than 1,500 feet from the project site as measured along the public right-of-way.
- iii) A private, indoor bicycle storage facility at the Property to promote affordable homeownership opportunities for households who do not own cars. The storage facility will accommodate at least 10 bicycles.
- iv) Two (2) exterior bicycle racks available for public use on Grant Street as well as two (2) bicycle racks for private resident use at the rear of the Property.
- v) Three (3) additional on-street parking spaces, as measured by applying city standards for on-street parking spaces, available for general public use. These spaces will be created through consolidating two existing curb cuts located in front of the Property into a single curb cut at the west end of the Property, resulting in 131 linear feet of continuous curb for parallel parking.

Respectfully,



Todd M. Alexander

CONFIDENTIAL

TO: TOM WATSON, PORT PROPERTY MANAGEMENT
FROM: TODD ALEXANDER, WATSON RENEWAL GRANT LLC
SUBJECT: LETTER OF INTENT FOR PARKING, 104 GRANT STREET (THE GOODWIN)
DATE: MARCH 30, 2020

Dear Tom:

This Letter of Intent ("LOI") sets forth the principal terms under which the applicant and declarant for the condominium project, Watson Renewal Grant LLC, agrees to rent parking spaces from Longfellow Apartments LLC in the parking lot located behind 707 – 699 Congress Street.

Lessee: Watson Renewal Grant LLC

Lessor: Longfellow Apartments LLC

Number of Parking Spaces: Eight (8)

Location: The spaces will be provided in the Lessor's parking lot located at 699 Congress Street in Portland, Maine (CBL 47-C-21-22-40)

Lease Rate: \$135 per parking space, per month

Effective Date of Lease: Upon issuance of a certificate of occupancy for the Lessee's 23-unit condominium project located at 104 Grant Street, estimated to be in the 3rd or 4th Quarter, 2021.

Term of Lease: Five (5) years from the Effective Date

Other Considerations: The lease agreement shall include a provision to allow the Lessee an option to renew the lease at expiration.

Both parties agree that this Letter of Intent shall serve as the basis for a lease agreement that includes standard provision and terms for such parking contracts and that shall be mutually acceptable to both parties.

Watson Renewal Grant LLC
by its co-Member, Renewal Housing Associates LLC
by Its Member, West Port Development LLC
by its Sole Member, Todd M. Alexander

Longfellow Apartments LLC
by its Manager, Tom Watson

THE GOODWIN

DECLARATION OF CONDOMINIUM

WATSON RENEWAL GRANT, LLC, a Maine limited liability company with a principal place of business in Portland, Maine (hereinafter with its successors and assigns, referred to as the "Declarant"), being the owner of that certain real property located at 104 Grant Street, Portland, Cumberland County, Maine, as more fully described hereinafter, by duly executing and recording this Declaration, does hereby submit said land, together with the buildings and improvements now or to be hereafter erected thereon, and all easements, rights and appurtenances belonging thereto, except such rights and interests reserved by and to the Declarant hereunder (hereinafter collectively called the "Property"), to the provisions of Title 33 Maine Revised Statutes, Chapter 31, §§ 1601-101, *et seq.*, as now and as may be hereinafter amended (hereinafter referred to as the "Condominium Act"), and does hereby declare and create, with respect to the Property, a condominium governed by and subject to the provisions of the Condominium Act. To that end, the Declarant does hereby declare and provide as follows:

1. **Name of the Condominium: Defined Terms.** The name of the condominium created shall be The Goodwin (hereinafter sometimes referred to as the "Condominium" or "The Goodwin Condominium"). Capitalized terms used herein, if not defined herein, shall have the meanings defined in the Condominium Act or in the Association's Bylaws.

2. **Description of the Condominium: Common Elements Allocated as Limited Common Elements: Plats and Plans: and Buildings.** The Land portion of the Property comprising the Condominium (the "Land") is that certain parcel of land situated in Portland, Cumberland County, Maine, being described on **Schedule A** attached hereto. The Land is subject to such rights, easements, restrictions and encumbrances recited or referenced in **Schedule A**; and the rights and easements established or referenced herein. The Land is additionally subject to such rights, interests and easements as may be herein reserved to the Declarant, which rights, interests and easements shall, in all instances, be exercisable by the Declarant and its successors or assigns.

The Condominium is comprised of the Land and includes twenty-three (23) to-be-built residential units located in a single building with the units numbered 101, 102, 103, 105, 106, 201, 202, 203, 204, 205, 206, 301, 302, 303, 304, 305, 306, 401, 402, 403, 404, 405, and 406 (the "Units"); and

All twenty-three (23) Units herein described are hereby created. The Units are listed on **Schedule B** attached hereto along with each Unit's appurtenant undivided percentage interest (the "Undivided Interest") in the common elements of the Condominium (the "Common Elements").

The twenty-three (23) Units shall be located in a single to-be-built building consisting of four residential stories. The Goodwin will include a mail room, a central lobby, porches and decks, utility rooms, interior bike storage, and stairs, and twelve (12) paved and striped exterior parking spaces accessed by a paved drive from Grant Street and may include personal storage units and an elevator. The parking spaces, personal storage units, interior bike storage spaces, porches and decks shall be limited common elements ("Limited Common Elements")

appurtenant to individual Units as shown on the Condominium Plans referenced below. The elevator, the mail room, the central lobby, the utility room, the stairs, the exterior of the Property other than Limited Common Elements shall all be Common Elements and all Units will have access to, and rights to enjoy, the Common Elements.

Recorded in this same registry at Plan Book _____, Page _____, is a certain plat (the "Subdivision Plat"), depicting the Land and the location and dimension of the improvements thereon and certain plans (the "Condominium Plans") depicting the Units, their designated Unit numbers, horizontal Unit boundaries with reference to established datum, the location and dimensions of vertical Unit boundaries, the parking area, Common Elements and Limited Common Elements.

3. **Descriptions of the Units and Their Boundaries.** Units in the Condominium are defined as those physical portions of the Condominium designated for separate ownership hereunder, or in any amendment hereto. The Units, their respective boundaries and the appurtenances thereof are as hereinafter delineated:

Boundaries of the Units. The boundaries of each of the Units with respect to the floors, ceilings, and the walls, doors and windows thereof are as follows:

- (i) **Floors:** The upper surface of the slab or structural joists below the sub-flooring of the Unit or the Unit's floor.
- (ii) **Ceiling:** The lower plane of the slab or structural joists supporting the next level above the Unit.
- (iii) **Exterior and Demising Walls:** Vertical boundaries of each Unit shall be the surface of the sheetrock or other finished wall surface where such surface joins the studs or other framing members bounding the Unit extended to intersections with each other and with the horizontal or inclined boundaries. All paneling, tiles, wallpaper, paint, sheetrock, flooring finish and any other materials constituting any part of the finished surfaces of the ceilings, walls or floors are a part of the Unit, and all other portions of the walls, floors or ceilings are a part of the Common Elements.
- (iv) **Doors and Windows:** As to doors leading to the interior of a Unit, the exterior surface of the door frame; as to windows, the exterior surface of the glass (and screens if any) and of the window frame.
- (v) **Pipes, Wires, Conduits, etc.** If any chute, flue, duct, wire, pipe, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.

A. Alteration of Unit Boundaries. Unit owners, including Declarant, may alter, combine and/or subdivide Units, and/or relocate the boundaries between adjoining Units, provided, however, that: (1) the terms and provisions of Sections 1602-111, 1602-112 and/or 1602- 113 of the Condominium Act (as applicable) are complied with, (2) the advance written consent of the Executive Board is obtained, which consent shall not be unreasonably withheld, (3) any reasonable conditions imposed by the Executive Board are complied with in all respects, and (4) any such alterations do not conflict with any municipal ordinances or approvals granted for the Condominium.

**4. Description of Common Elements and Limited Common Elements.
Maintenance of Common Elements and Units.**

A. Description of the Common Elements. The common elements of the Condominium (the "Common Elements") consist of the entire Property described in Schedule A exclusive of the Units, all as hereinbefore described and defined (and exclusive of any and all rights, interests and/or easements reserved by the Declarant).

The Common Elements shall be subject to the provisions hereof and of the Bylaws and the Rules and Regulations as may be promulgated thereunder with respect to the use and maintenance thereof.

Notwithstanding the foregoing, the Common Elements shall exclude the exclusive rights, interests and easements reserved to the Declarant by law or by the Declarant in this Declaration.

B. Description of Limited Common Elements.

- a. If any chute, flue, duct, wire, pipe, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion of the Building serving more than one Unit or any portion of the Limited Common Elements is a part of the Common Elements; and
- b. All windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.
- c. The Condominium Plans depict various private balconies with access thereto from adjacent Units. Such private balconies are Limited Common Elements for the exclusive use by the occupants of such adjacent Units subject to the terms of this Declaration and the Condominium Bylaws and Rules and Regulations.

- d. The Condominium Plans depict parking spaces and interior bike storage rooms. These Limited Common Elements will be allocated by Declarant to Units, or reserved by Declarant for future allocation to Units, all as set forth below.
- e. The Condominium may include personal storage units and an elevator. Such spaces, if provided, will be depicted on the Condominium Plans.

5. Allocation of Parking Spaces, Personal Storage Units, Interior Bicycle Storage Space and Mailboxes; Use of Parking Spaces. The Declarant hereby reserves the development right to allocate the exclusive right to use certain Limited Common Elements not already allocated herein to the owner(s) of certain Units, which Limited Common Elements shall be appurtenant to the Unit(s) to which they are allocated. Such Limited Common Elements include, or may include, without limitation, the following:

- (i) The exterior parking spaces (the "Parking Spaces");
- (ii) The personal storage units and bicycle storage spaces located in the Building; and
- (iii) Mailboxes in the mailroom.

Such allocations by the Declarant of Limited Common Elements may be carried out in any Unit deed or other recorded instrument from the Declarant. The Declarant may, in the future, allocate additional Limited Common Elements (for additional Parking Spaces and/or storage areas, for example) by Special Amendment to this Declaration, and the Declarant hereby retains and reserves the exclusive right to so establish future Limited Common Elements.

Parking spaces not allocated as Limited Common Elements to any specific Unit may be leased by the Declarant to Unit owners at the Declarant's sole discretion, and may be subsequently allocated by Declarant to a specific Unit owner.

The Declarant, as one of its Development Rights, hereby retains and reserves the right to establish and thereafter use, allocate, convey and assign an exclusive right to use each of the Parking Spaces as they are shown on the Floor Plans recorded herewith, as well as those shown on any new or amended Floor Plan(s) which may be hereafter recorded.

Subject to the terms and provisions of the Condominium Act, the Parking Spaces (i) may only be used by the Declarant, or its licensees or lessees, and by occupants of the Condominium and their guests, and (ii) may thereafter be transferred to other Unit Owners pursuant to Section 1602-108(b) of the Condominium Act.

The following additional restrictions and regulations shall apply to the use and occupancy of the Parking Spaces:

- (i) The Parking Spaces shall be used only for the parking of registered and

operational private automobiles, motorcycles, and noncommercial vans and trucks and recreational vehicles. No trucks, (except non-commercial pickup trucks), boats, trailers (whether capable of independent operation or attached to an automobile or other vehicle), commercial vehicles, and the like, may be parked in the Parking Spaces except with the written consent of the Executive Board. Any storage of personal property in or on the Parking Spaces is prohibited.

- (ii) All vehicles shall be parked wholly within their respective Parking Spaces.
- (iii) A Parking Space holder may permit any tenant or guest the right to use a Parking Space which said holder is entitled to use, but all parties using said Parking Space shall comply with the provisions relating to such use and occupancy contained in this Declaration, the Condominium Bylaws, Rules and Regulations.
- (iv) A Parking Space holder who permits any tenant or guest to use a Parking Space to which said holder is entitled to use shall be responsible for the compliance by such other user with provisions of this Declaration, the Condominium Bylaws, Rules and Regulations, to the extent the same may be applicable. A Parking Space holder may not lease or rent or otherwise grant rights of use of a Parking Space to any non-Unit owner other than the Parking Space Holder's tenant or guest.
- (v) In instances where vehicles using the Parking Spaces and other facilities of the Condominium do not comply with this Declaration, the Executive Board is authorized to allow the towing of the offending vehicles at the expense of the owners of such vehicles and the Parking Space holder.

6. Maintenance and Repair of Units and Common Elements. Except as otherwise provided in the Condominium Act or this Declaration, the Association is responsible for carrying out maintenance, repair and replacement of the Common Elements. Each Unit Owner is responsible for the maintenance, repair and replacement of his or her Unit. Notwithstanding the foregoing, the following shall apply:

- a. The Association shall be responsible for complying with the stormwater maintenance agreement and stormwater inspection and maintenance plan approved by the City of Portland including the responsibility to hire a qualified stormwater inspector to inspect the stormwater system annually and to take whatever corrective action is required. On or before the 30th day of June of every year the qualified inspector shall file a report with the City of Portland's Department of Public Service noting the system's condition and any maintenance or corrective action that has taken place.
- b. The Association shall be responsible for landscape maintenance in accordance with its landscape plan approved by the City of Portland including the maintenance and care of approved street trees and their granite planting beds and any other plantings in the city's right of way.

- c. The Association shall be responsible for ensuring the safe condition and maintenance of the entrances on Grant Street.
- d. The Association shall be responsible for ensuring that pedestrians and other users of the sidewalks along 104 Grant Street are safe from snow, ice or other debris that could fall from the building.
- e. Unit Owners shall keep their appurtenant balconies and allocated Parking Spaces in a safe, clean and neat condition.
- f. The Association shall maintain, repair and replace any portion of a Unit in the Building that consists of exterior window and doors, structural wall, exterior siding or cladding, exterior trellises or “green walls” or other structural element, if any, or exterior wall. As such, Unit Owners shall not maintain, repair, replace or alter such elements in any manner.
- g. The cost of any maintenance, repair or replacement of any area or component of the Common Elements necessitated or arising from the act or omission of a Unit Owner (or his or her tenant, guest, invitee or licensee) may be assessed exclusively to such Unit Owner.
- h. If the Executive Board shall at any time, in its reasonable judgment, determine that any Unit may be in such need of maintenance or repair that the Common Elements may be adversely affected, or that the market value or reasonable enjoyment of one or more other Units may be adversely affected, or that the condition of a Unit or fixtures, furnishings, facility or equipment therein may be or may become hazardous to any Unit or the occupants, the Executive Board may request in writing that the Unit Owner perform the needed maintenance, repair or replacement or to correct the hazardous condition, and in case such work shall not have been commenced within fifteen (15) days (or such reasonable shorter period in case of emergency as the Executive Board shall determine) of such request and thereafter diligently brought to completion, the Executive Board shall be entitled to have the work performed for the account of the Owner(s) of such Unit and to enter upon and have access to such Unit for that purpose. The cost of such work shall be reimbursed by the Unit Owner and constitute a lien upon such Unit and the Owner(s) of such Unit shall be personally liable therefore.
- i. The Association shall be responsible for causing the sidewalks in front of The Goodwin to be cleared of snow in accordance with the City of Portland's snow removal ordinance, the cost of which shall be a borne by the Association.
- j. The Association shall be responsible for engaging a private trash hauler to pick up trash generated by the Units, the cost of which service shall be borne by the Association; no unit owner in the Building shall attempt to utilize curb-side trash pick-up services provided by the City of Portland, and the City has no intention or obligation to provide such service.
- k. The Association shall be responsible for maintenance of all exterior lighting in accordance with the City's Technical Standard 12 “Site Lighting” Section 12.4.

7. **Undivided Interests.** Each Unit shall have an Undivided Interest in the Common Elements allocated to the The Goodwin Units, in the percentages set forth in Schedule B.

8. **Organization of Owners.** The organization through which the Unit Owners will manage and regulate the condominium is The Goodwin Condominium Association, a Maine non-profit corporation governed by Bylaws. Said Bylaws are not incorporated into this Declaration and therefore may be amended pursuant to the terms of the Bylaws and without complying with the requirements for amending this Declaration by its terms or pursuant to the Maine Condominium Act.

Said Bylaws establish an association of which all Owners of units in The Goodwin Building shall be members and in which such Owners shall have a membership interest for voting, assessment, and all other purposes in proportion to the percentage of Undivided Interest in the Common Elements to which they are entitled hereunder, all as set forth herein and in accordance with the provisions of the Condominium Act. The names of the original Declarant-appointed members of the Association's Executive Board are as follows:

1. Todd Alexander
2. Tom Watson
3. David Lakari

The Declarant hereby reserves the right to control the Executive Board of the Association for a period of time, as follows: during the period from the date of the first conveyance of a Unit to a third party other than the Declarant until 60 days after the conveyance to third-party purchasers by the Declarant of sixteen (16) Units, or if sooner, seven (7) years from the date of the first conveyance of a Unit to a third party other than the Declarant (the "Transition Date"). There shall be three (3) Board Members so appointed by the Declarant, its successors or assigns. Upon any vacancy existing in such Board, its or their successor(s) prior to the Transition Date shall be appointed solely by the Declarant, its successor or assigns. On or before the Transition Date, a special meeting of the Unit Owners shall be held for the purpose of electing five (5) Board Members, as described in the Bylaws.

9. **Other Matters Relating to Condominium Association.**

a. **Allocation of Undivided Interests.** In The Goodwin Building each Unit's percentage of the Undivided Interests set forth herein have been, and will be, determined based upon each such Unit's floor area (as measured in square feet), in relation to the aggregate floor area of all Units in The Goodwin Building. Such Undivided Interests shall be used in determining each Unit's Common Expense assessments, voting weight on Association matters for which Unit Owners have a right to vote, distribution of surplus assets, and certain other Association-related matters, all as described more fully in the Association's Bylaws and the Condominium Act.

b. **Common Expense Assessments.**

- i. Assessments for Common Expenses shall be levied as per the terms and provisions of the relevant sections of the Condominium Act and the

Association's Bylaws, the terms and provisions of which are incorporated into this Declaration by reference. Such assessments, as well as any late charges, interest, collection costs, attorneys' fees (whether a legal action is filed or not), service fees, charges and fines shall constitute, until paid in full, both the personal obligation of the Unit Owner and a lien against the Unit pursuant to Section 1603-116 of the Condominium Act.

- ii. If any Common Expense is caused by the misconduct of any Unit Owner, the Association may assess that expense exclusively against him or her, and his or her Unit.
- c. Executive Board's Power to Act on Behalf of Association. Except as expressly limited by the Condominium Act, this Declaration or the Association's Bylaws, the Executive Board shall be empowered to act on behalf of the Association as described in the Bylaws and Condominium Act, including (without limitation) the power and authority to assign its right to collect future Common Expense assessments and other income as security for debt(s) of the Association, and the power to assess common expenses benefiting fewer than all the units exclusively against the units benefited.
- d. Notice of Matters Affecting the Condominium. Notice of matters relating to the Condominium shall be given to Unit Owners by the Executive Board by first class U.S. Mail, postage prepaid, at the Unit (unless the Unit owner has provided an alternate mailing address in writing to the Association), or by such other means as may be required by law. Notices relating to Condominium meetings shall be provided as set forth in the Condominium Bylaws.

10. Encroachments. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of (a) alteration or repair to the Common Elements made by the Declarant, or by or with the consent of the Executive Board, or (b) settling of all or any portion of the Building(s), or (c) repair or restoration of the Building(s) or any Unit after damage by fire or other casualty, or (d) condemnation or eminent domain proceedings or (e) immaterial deviations from the Floor Plans, a valid easement shall exist for such encroachment and for the maintenance of the same.

11. Intended Use and Restrictions on Use of the Buildings and Units.

The purposes for which the Building, the Units, and the Common Elements, and the Limited Common Elements are intended to be used are as follows:

The Units may be used only for residential purposes; provided, however, that such Units may be used by the Declarant for other purposes pursuant to the provisions of Section 13 below. This restriction shall not be construed to prohibit Unit Owners from leasing their Units provided that Units may not be leased more than two times per year, and provided that such leases are for an initial term of at least three (3) months and require any lessees to adhere to the provisions of this Declaration, the

Association's Bylaws and the Rules and Regulations, and any lessees do so occupy and use the leased premises in accordance with the provisions of the Declaration, the Association and the Rules and Regulations. The Residential Units may also be used for home office purposes, so long as such use is secondary and incidental to the residential use, and provided further that no commercial signage is used in connection therewith and no customers, clients or business associates regularly visit the Condominium.

The Units and the Limited Common Elements shall be subject to the restrictions that:

- (i) Subject to prior written approval by the Executive Board of the plans and specifications related thereto, which approval shall not be unreasonably withheld, conditioned or delayed, the owner of a Unit may, at his sole cost and expense, if the rights of any other Unit Owner are not materially and adversely affected, and if the structural walls, supports and other structural aspects of the Building are not adversely affected, change or add to the interior partitioning thereof, by adding, modifying, removing or installing non-load bearing walls lying wholly within such Unit; provided, however, that the Executive Board may impose reasonable conditions on such work, and any and all work shall be done in a good and workmanlike manner, pursuant to a building permit validly issued therefor (if required by law).
- (ii) The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon any part of the Condominium Property, except that the keeping of orderly domestic pets (e.g. dogs, cats, caged birds) and aquarium fish is permitted subject to the limitation that no Unit Owner shall keep or maintain in excess of two (2) orderly domestic pets and, subject to the Rules and Regulations adopted by the Board of Directors. Pets shall not be permitted upon the Common Elements unless accompanied by a responsible person and unless carried or leashed. Any Unit Owner who keeps or maintains any pet upon any portion of the property shall be deemed to have indemnified and agreed to hold the Association, each Unit Owner and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. All pets shall be registered with the Board of Directors and shall otherwise be registered and inoculated as required by law. Each pet owner shall be required to clean up any and all excrement caused by his pet on any portion of the Condominium Property. The Board of Directors shall have the right to order any person whose pet is a nuisance to remove such pet from the Condominium.
- (iii) No Unit Owner shall alter his Unit in such a way as to cause unreasonable levels of sound, vibration, light or odors to be transmitted to other Units, the Common Elements or neighboring buildings.
- (iv) If any governmental license or permit (other than a Certificate of Occupancy, or a license or permit applicable to the Building as a whole and required in order to render lawful the operation of the Building) shall be required for any particular improvement or construction in any particular Unit, and if failure to secure such

license or permit would in any way affect any other Unit or the Owner thereof or the Association, the Owner of such particular Unit, at such Owner's expense, shall procure and maintain such license or permit, submit the same to inspection by the Executive Board, and comply with all terms and conditions thereof.

- (v) A Unit Owner shall not place or cause to be placed in or on any of the Common Elements any furniture, packages, bicycles, carriages, or personal property of any nature whatsoever; provided, however, that the Unit Owners have the right to use any bicycle storage facilities, dumpster, or trash barrels, if any, located on the Common Elements, but only for ordinary household trash.
- (vi) All use and maintenance of the Units shall be conducted in a manner consistent with the reasonable comfort and convenience of the occupants of other Units.
- (vii) The Limited Common Elements allocated to individual Units shall be used only for the purposes for which they are reasonably suited and which are incident to the use and occupancy of Units.
- (viii) No nuisances shall be allowed on or in the Condominium, nor shall any use or practice be allowed which is a source of unreasonable annoyance to Unit Owners or which interferes with the reasonable peaceful possession or proper use of the Units by their occupants.
- (ix) No unlawful use shall be made of the Condominium, or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed by the Unit Owners and the Association. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any Unit or Limited Common Element allocated to that Unit shall be eliminated by and at the sole expense of the Unit Owner of said Unit and those relating to Common Elements shall be eliminated by the Executive Board unless caused by a Unit Owner in which case the Executive Board may either order the Unit Owner to eliminate the violation at the Owner's expense or eliminate the violation itself and bill the Unit Owner for all reasonable expenses incurred by the Association.
- (x) No pictures, advertisements, signs or posters of any kind shall be erected, posted or attached on the exterior of Units except those approved in writing by the Executive Board, provided, however, this restriction shall not apply to the extent that such restriction shall conflict with any law, and shall not apply to pictures, advertisements, signs or posters utilized by the Declarant or its agents in selling or leasing the Units.
- (xi) No Unit Owner shall allow an air conditioning unit or other machine or equipment, pipe, wire, or other item which protrudes through the walls or the roof of the Building or is otherwise visible on the exterior of the Building.
- (xii) No activity shall be done or maintained in any Unit which will materially increase the rate of insurance on any Unit or the Common Elements or result in the cancellation of insurance thereof, provided, however, that any use or activity which will increase the rate of insurance maintained by the Executive Board for the Condominium or by

any individual Unit Owner may be permitted by the Executive Board, in the sole discretion of the Executive Board, if the Unit Owner conducting such use or allowing such use to be conducted agrees to conform to any special rules or regulations promulgated by the Executive Board with respect to such use and agrees to pay any and all additional costs associated therewith, including without limitation the increase in the insurance premiums paid by the Executive Board on behalf of the Condominium as a result thereof.

- (xiii) Portions of any Unit window treatments visible from the outside of the Building shall be white in color.

D. Notwithstanding anything to the contrary contained herein, the Declarant may, until all of said Units have been sold by said Declarant, (a) lease Units which have not been sold on terms and conditions determined by the Declarant; or (b) use any Units owned by the Declarant as models for display, as offices and/or as storage areas or for any other uses which it deems necessary or desirable in connection with redecoration and construction in the Units or Limited Common Elements, or the sale or leasing of units.

12. INTENTIONALLY OMITTED

13. Development Rights and Other Rights Reserved to the Declarant.

13.1 The Declarant hereby expressly reserves to itself, its successors and assigns, any and all Special Declarant Rights as defined in the Condominium Act or as set forth in this Declaration, and/or in the Association's Bylaws and Declarant hereby expressly reserves Development Rights to create limited common elements (e.g., parking spaces, storage rooms, mailboxes) and allocate such portions of the common elements to particular unit(s) as limited common elements, the right to relocate the boundaries between units, and the right to combine units.

13.2 The Declarant, for itself and its successors and assigns, hereby reserves certain exclusive rights and easements to enter onto the Land made part of this Condominium now or in the future, to complete construction thereon, along with all improvements, utility lines, driveways, wires, pipes, conduits, walkways, and drainage lines to service the Units constructed on the Condominium Land.

13.3 In addition to all other rights of Declarant hereunder, Declarant reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns the right and easement to use, occupy, and alter, for construction purposes, all areas of the Property, other than Units and Limited Common Elements already conveyed, for all purposes necessary or desirable in order to develop and/or manage the Property and to market the Units. The Declarant further reserves for itself and its successors and assigns the exclusive right to grant easements across all of the Property for the installation of utilities and the right to grant easements to others to use the Property for vehicular and pedestrian traffic.

Without limiting the generality of the foregoing and in furtherance thereof, the Declarant hereby reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns, the following rights over all of the Land and

Building subject to this Declaration: the right of access, ingress, and egress over and upon the Land and the Limited Common Elements of the Condominium, including that deemed by the Declarant to be necessary for marketing purposes and for the work of construction, reconstruction, rehabilitation, improvement, and other work in progress or contemplated by Declarant; the right to lay, maintain, repair and replace, construct, and install and connect (or connect with and make use of) all utilities, utility lines, poles, tanks, walls, ducts, conduits, and similar facilities to serve any or all of the building and/or Units and the Limited Common Elements, and all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of power, gas, light, master antenna, satellite antenna, cable television, water, air and all sewer and drainage pipes to serve any or all of the buildings and/or Units and the Limited Common Elements and facilities; to pass and repass by foot and vehicle over all driveways, roadways, accessways, parking areas and walkways, whether now existing or to be constructed in the future, for all purposes for which driveways, roadways, accessways, parking areas and walkways are commonly used, including the transportation of construction materials, equipment, and personnel for the purposes of construction; to construct buildings and improvements on the Land, and to engage in all activities necessary or appropriate to accomplish the same, including without limitation the exclusive right to grant to others including any public utility or authority, easements for the installation and maintenance of utilities; to store construction materials, equipment, and supplies in those portions of the Limited Common Elements; to restrict (for periods of not more than eight (8) hours at any time during any day) the use by owners of any Limited Common Elements to facilitate construction or for purposes of safety (provided that no Owner shall be denied at least one means of access to his or her Unit during such periods of restriction); to leave debris resulting from construction in the Limited Common Elements and facilities, provided the same do not endanger safety; to reasonably interrupt for brief intervals of time, water, gas, electric, and other utilities and service provided by such utility lines, pipes, tanks, wells, wires, cables, conduits, and septic and drainage lines in order to facilitate construction or in order to facilitate the installation of appliances or fixtures in the Buildings, Units or Limited Common Elements under construction without liability for such interruption of service, provided however that the Declarant shall use reasonable efforts to minimize any such interruption of service; to park vehicles used in connection with the construction work or incident thereto in parking areas; and, in general, the right to do all things necessary or desirable in order to construct and complete all of the Buildings and/or Units and the Limited Common Elements and facilities in connection therewith.

The Declarant further reserves the exclusive right to use any parking space and storage area located in the Building and not necessary to serve the Units already sold by the Declarant, as well as any Unit owned by the Declarant, for storage or as a model, for display, as an office, for purposes of facilitating sales, as well as the right to park and use one or more vehicles or trailers, as well as the right to lease any unsold unit upon terms at Declarant's discretion, for as long as the Declarant owns any Units or holds any Development Rights or Special Declarant Rights.

13.4 The rights and easements reserved by the Declarant in this Section 13 shall be in addition to and not in limitation of, the rights and easements allowed in the Condominium Act, reserved by the Declarant in other sections of this Declaration, in the Bylaws, or in any prior-recorded instrument.

13.5 The rights and easements reserved by the Declarant for itself and its successors and assigns in this Declaration shall survive the sale of all of the Units, and are to be deemed

to be fully transferable, running with the land.

13.6 Each Executive Board Member, as well as each Owner and mortgagee of an individual Unit, by the acceptance and recordation of a deed or mortgage, shall thereby have consented to the granting or exercise of any right or easement described in this Declaration without the necessity of securing any further consent or execution of any further documents by such Board Member, Owner or mortgagee.

13.7 The Declarant, by deed or by separate assignment, shall be entitled to assign, sell, grant or mortgage, any and all of its interests, rights and easements owned by it or reserved herein and in the Bylaws, at any time, and from time to time, to any mortgage holder, person, trust, firm, or entity as may be determined by Declarant. Each Board Member, as well as each Owner and mortgagee of an individual Unit, by acceptance and recordation of a deed or mortgage, shall be deemed to have thereby consented to any such assignment, sale, grant or mortgaging of the Declarant's said interests, rights and easements without the necessity of securing any further consent or execution of any further documents by such Board Member, owner or mortgagee. The Condominium Board and Owners, at Declarant's request, shall execute whatever confirmatory instruments which Declarant deems appropriate or necessary in order to perfect, carry out, or effectuate the rights and easements reserved by the Declarant in this Declaration and in the Condominium Bylaws. The foregoing shall not apply to any mortgagee of the Declarant.

14. Title to Units. Title to Units may be taken in the name of an individual, corporation, company, trust or partnership, or in the name of two (2) or more individuals, as tenants in common, joint tenants, or tenants by the entirety or in the name of a fiduciary.

15. Units Subject to Declaration and Condominium Bylaws. All present and future Owners, tenants, visitors, invitees, licensees and occupants of Units shall be subject to, and shall comply with, the provisions of this Declaration, the Bylaws, and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the instruments of record affecting title to the Property including, but not limited to, those instruments of record listed in the Schedules to this Declaration. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, Bylaws, and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the said instruments of record affecting title to the Property, are accepted and ratified by such Owner, tenant, visitor, invitee, licensee or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, or lease thereof. A violation of the provisions of this Declaration, the Deed, the Bylaws, or the Rules and Regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties and obligations of an Owner, which shall entitle the Executive Board and any Owner the right to recovery of damages and/or injunctive relief.

16. Amendment of Declaration.

A. **Declarant's Consent.** Notwithstanding any contrary or inconsistent provision in this Declaration, for so long as Declarant owns one or more Units in the Condominium or holds any

Development Rights or Special Declarant Rights, any amendment to the Declaration which affects a right reserved to the Declarant hereunder or imposes an additional obligation or duty upon the Declarant must, in order to be effective, be signed by the Declarant and/or its successors and/or assigns.

B. General Amendments. Amendments to this Declaration are governed generally by Section 1602-117 of the Condominium Act, this Section 16 of the Declaration, and Section 17 below. Except as may be inconsistent with the Condominium Act, and except as otherwise provided in Section 17 below or in Subsections A or C of this Section 16, this Declaration may be amended by the vote or agreement of Unit Owners representing 67% or more of the Undivided Interests in the Condominium.

C. Special Amendments. Notwithstanding the foregoing, this Declaration may also be amended by Special Amendment as follows: The Declarant, without the consent of any Unit Owner or mortgagee, may execute and record, as long as it owns any Units or holds any Development Rights or Special Declarant Rights, Special Amendments in order to (i) correct any errors and/or omissions in this Declaration, provided no such correcting amendment shall materially and adversely affect the rights of any Unit Owner or mortgagee; or (ii) to make this Declaration comply with the provisions of the Condominium Act, any other law, code, permit or approval, or the requirements or guidelines of any insurer or guarantor of Unit mortgages.

Special Amendments may also be executed and recorded as described above in connection with the combination, subdivision, and/or alteration of Units.

D. Effective Date. Amendments to this Declaration shall be effective upon recording in the Registry of Deeds. As to General Amendments, the recorded version thereof need not include the signatures of Unit Owners agreeing thereto, but rather the recorded instrument need only be signed by an Officer of the Association, as long as such Officer certifies that the required consents described above have been obtained and will be retained with the Association's records for a period of at least two (2) years after recording.

17. Provisions Protecting Rights of Secured Lenders. Subject to the limitations set forth in Section 1602-1 19(a) of the Condominium Act, the following shall apply with respect to the protection of rights of holders of first mortgages on Units ("First Mortgagees") and "Eligible Mortgage Holders" (meaning First Mortgagees who have delivered written notice to the Association by prepaid certified U.S. Mail, return receipt requested, or by delivery in-hand securing a receipt therefore, which notice states the First Mortgagee's name and address, the Unit upon which it holds first mortgage, the Unit Owner's name and address, and that it holds a first mortgage on such Unit).

A. Notwithstanding anything in this Declaration or in the Bylaws to the contrary, the following provisions shall apply for the protection of First Mortgagees, and shall be enforceable by any First Mortgagee:

- (1) In the event that the Unit Owners shall amend this Declaration or the By-Laws to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

- (a) Foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
 - (b) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a Unit Owner, or
 - (c) Sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (a) and (b) above.
- (2) As to any conveyance whereby a party takes title to a Unit through either a deed in lieu of foreclosure or a foreclosure sale duly conducted by a First Mortgagee, such conveyance shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Declaration or the Condominium Bylaws, and the ownership of the Unit by such party shall be exempt from any leasing restrictions set forth therein but only for such party's period of ownership.

B. Any First Mortgagee who obtains title to a Unit by foreclosure shall not be liable for such Unit's unpaid common expenses or other amounts which accrued prior to the acquisition of title to such Unit by such First Mortgagee, except to the extent that such common expenses and/or other amounts are entitled to priority over such First Mortgage under the Condominium Act. Liens for any and all Common Expenses, assessments and charges that may be levied by the Association shall be subordinate to the rights of any First Mortgagee pursuant to its mortgage to the extent permitted by applicable Maine law.

C. A lien for Common Expenses assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a First Mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer. Any such sale or transfer pursuant to a foreclosure (1) shall not relieve the prior Unit Owner of a personal liability for any unpaid assessments or other sums owed to the Association, and (2) shall not relieve the purchaser or transferee from liability for, nor the Unit from the lien of, any assessments made thereafter.

D. As provided in Section 1602-119 of the Condominium Act, the Association shall send reasonable prior written notice by prepaid U.S. Mail to Eligible Mortgage Holders of the consideration by the Association of any of the following proposed actions:

- (1) The termination of the Condominium pursuant to Section 1602-118 of the Condominium Act;
- (2) A change in the percentage of Undivided Interest of a Unit, a change in the boundaries of a Unit, or a subdivision of a Unit, unless carried out by the Declarant pursuant to the terms of this Declaration;
- (3) The merger or consolidation of the Condominium with another condominium;
- (4) The conveyance or subjection to a security interest of any portion of the Common Elements;
- (5) The proposed use of any proceeds of hazard insurance required to be maintained by the Association under Section 1603-113, subsection (a) of the Condominium Act for purposes other than the repair or restoration of the damaged property;

- (6) The adoption of any proposed Budget by the Executive Board and of the date of the scheduled Unit Owners' meeting to consider ratification thereof with a summary of the proposed Budget to accompany such ; and
- (7) Any default in the performance or payment by a Unit Owner of any obligation under the Condominium Declaration or Bylaws including, without limitation, default in the payment of common expense liabilities (notice shall be sent only to the Eligible Mortgage Holder for the subject Unit).

In the event of any proposed actions described in Subsection D., paragraphs (1), (2), (3), (4) or (5) immediately above, Eligible Mortgage Holders shall have the right (but not the obligation) in place of the Unit Owner to cast the votes allocated to that Unit or give or withhold any consent required of the Unit Owner for such action by delivering written notice to the Association, with a copy of the Unit Owner prior to or at the time of the taking of the proposed action, which notice shall be sent by prepaid certified United States mail, return receipt requested, or by delivery in-hand. Failure of the Eligible Mortgage Holder to so exercise such rights shall constitute a waiver thereof, and shall not preclude the Unit Owner from exercising such right. In the event of any default described in Subsection D., paragraph (7) above, the Eligible Mortgage Holder shall have the right but not the obligation to cure such default.

In addition, an Eligible Mortgage Holder, or its representative, shall have the right to attend Association and Executive Board meetings for the purposes of discussing the matters described in Subsection D., paragraphs (1) to (6) above.

E. In addition to the statutory rights of Eligible Mortgage Holders summarized in Subsection D above, and subject in all events to the provisions of the Condominium Act, unless Unit Owners representing at least two-thirds (2/3) of the Undivided Interest hereunder (or such larger percentage as may be required by law) and at least two-thirds (2/3) of the First Mortgagees holding mortgages on the individual Units of the Condominium have given their prior written approval, neither the Owners nor the Executive Board shall be entitled to:

- (1) By act or omission, seek to abandon or terminate the Condominium except in the event of substantial destruction of the Condominium premises by fire or other casualty or in the case of taking by condemnation or eminent domain;
- (2) Change the percentage of Undivided Interest or obligation of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the voting interest of each Unit;
- (3) Partition any Unit (other than in connection with the subdivision of Units as permitted herein, which shall not require First Mortgagee consent);
- (4) By act or omission, seek to abandon, partition, subdivide, encumber,

sell or transfer the Common Elements; provided, however, that the granting of easements for purposes not inconsistent with the intended use of the Common Elements by the Condominium and the exercise of other actions with respect to granting of special rights of use of Limited Common Elements contemplated herein or in the Condominium By-Laws shall not be deemed an action for which any prior approval of a First Mortgagee shall be required under this Subsection; or

- (5) Use hazard insurance proceeds for losses to any property of the Condominium (whether of Units or Common Elements) for other than the repair, replacement or reconstruction of such property of the Condominium, except as provided by statute.

F. In no case shall any provision of the Declaration or the Bylaws give an Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Elements of the Condominium.

G. In addition to the statutory rights of Eligible Mortgage Holders summarized in Subsection D above, First Mortgagees, upon request to the Executive Board, will be entitled to:

- (1) Written notification from the Executive Board of any default by its borrower who is the Owner of a Unit with respect to any obligation of such borrower under this Declaration or the provisions of the Bylaws which is not cured within sixty (60) days;
- (2) Inspect the books and records of the Association at all reasonable times;
- (3) Receive (at its own expense) an audited annual financial statement of the Condominium Association within ninety (90) days following the end of any fiscal year of the Association;
- (4) Receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings;
- (5) Receive prompt written notification from the Executive Board of any damage by fire or other casualty to a material portion of the Condominium or the Unit upon which the First Mortgagee holds a mortgage or proposed taking by condemnation or eminent domain of said Unit or the Common Elements of the Condominium;
- (6) Receive written notice of any lapse, cancellation or material modification of any insurance policy maintained by the Association; and
- (7) Receive written notice of any action which requires the consent of a specified percentage of Eligible Mortgage Holders.

H. No amendment of a material nature to this Declaration will be made unless such is agreed to by Eligible Mortgage Holders who represent at least fifty-one percent (51%) in number of the First Mortgages on the Units that are subject to mortgages held by Eligible Mortgage Holders. A change to any provisions governing the following shall be considered material, unless done in connection with the exercise of the Declarant's Development Rights or Special Declarant Rights:

- (1) Voting;
- (2) Assessments, assessment liens or subordination of such liens;
- (3) Reserves for maintenance, repair and replacement of the common areas;
- (4) Insurance;
- (5) Rights to use of the Common Elements;
- (6) Responsibility for maintenance and repair of the several portions of Property;
- (7) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- (8) Boundaries of any Unit;
- (9) The apportionment of Undivided Interests in the Common Elements;
- (10) Convertibility of Units into Common Elements or of Common Elements into Units;
- (11) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his/her/their Unit; and
- (12) Any provisions which are for the express benefit of First Mortgagees, Eligible Mortgage Holders or insurers or guarantors of first mortgages on Units.

The Declarant intends that the provisions of this Section 17 and all other provisions of this Declaration comply with the requirements of federal law with respect to condominium mortgage loans and, except as otherwise required by the provisions of Condominium Act, all questions with respect thereto shall be resolved consistent with that intention. This Section 17 may be amended only with prior written approval of First Mortgagees representing 67% in number and Undivided Interest of the mortgaged Units in the Condominium and 67% in Undivided Interest of the Unit Owners in the Condominium.

Except as otherwise provided in the Condominium Act, any consent of an Eligible Mortgage Holder or First Mortgagee herein provided for shall be deemed given if such mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after it received proper notice of the proposal, provided the notice was delivered

by certified mail, return receipt requested.

18. Common Expenses.

Until such time as the Association makes a Common Expense assessment, the Declarant shall pay all Common Expenses, as provided in Section 1603-115(a) of the Condominium Act. Once a Common Expense assessment is made, Unit Owners shall be liable for Common Expenses as provided in this Declaration, as amended. The Declarant shall be responsible for payment of Common Expenses assessments allocated to unsold Units.

Notwithstanding anything herein to the contrary, for so long as the Declarant shall have the right to appoint Members to the Board of Directors of the Unit Owners Association pursuant to Section 1603-103 of the Condominium Act, the Declarant shall have the right in lieu of assessing all Units for Common Expenses, to assume all responsibilities for the maintenance of the Common Elements for such period of time as is determined by Declarant.

19. Insurance. The Association shall obtain and maintain, to the extent reasonably available, the following insurance policies:

A. **Casualty Insurance.** The Executive Board shall obtain and maintain, to the extent reasonably obtainable at reasonable costs and permitted by applicable law, so-called master policies of insurance providing fire-with-extended-coverage and so-called all risk coverage insurance, insuring the Condominium, including, without limitation, the Common Elements, all of the Units with all fixtures therein, all heating and cooling equipment and other service machinery, apparatus, equipment and installations comprising the Common Elements or Units, and also all such portions normally deemed to constitute part of the building and customarily covered by such insurance, but not including any personal property belonging to and owned by individual Unit Owners or tenants, in an amount equal to not less than one hundred percent (100%) of the full replacement value thereof, exclusive of foundations, land and other items normally excluded therefrom without deduction for depreciation, but subject to a reasonable deductible as the Executive Board may determine, and which shall include, if available, so-called Agreed Amount, Inflation Guard, Construction Code and Replacement Cost Endorsements. Any insurance deductible shall be deemed a Common Expense, unless such amount may lawfully be allocated or assessed to one or more individual Unit Owner(s). In determining full replacement value, the Executive Board may reasonably rely upon the advice of the insurer or insurance agent. The name of the insured under such policy shall be stated in form, substance and effect similar to the following: "The Goodwin Condominium Association and its Unit Owners and mortgagees as their interests may appear." Such insurance shall name the Executive Board as Insurance Trustee(s) for the use and benefit of all Unit Owners and their mortgagees as their interests may appear, with losses payable to and adjusted by the Executive Board as Insurance Trustee(s) in accordance with the provisions of these Bylaws and the Condominium Act. The Executive Board may insure against such other hazards or risks of casualty as the Executive Board from time to time in its discretion shall determine to be appropriate, including, but not limited to, vandalism, malicious mischief, windstorm and water damage, earthquake, flood and machinery explosion or damage.

B. Liability Insurance. The Executive Board shall obtain and maintain, to the extent reasonably obtainable at reasonable costs and/or applicable, master policies of insurance with respect to the Common Elements for the benefit and protection of the Association and all Unit Owners for: (i) comprehensive general liability insurance in such limits as the Board may, from time to time, determine but in no case less than \$1,000,000/\$1,000,000 in coverage, covering the Association, the Executive Board, the Property Manager, if any, and each Unit Owner with respect to liability arising out of ownership, maintenance or repair of the Common Elements and structural and exterior wall portions of the Units, such insurance containing a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Association, the Executive Board, the Unit Owner or other Unit Owners, and other provisions commonly referred to as a "Special Condominium Endorsement" or its equivalent; (ii) workmen's compensation and employee's liability insurance; (iii) boiler and machinery insurance in such limits as the Executive Board may, from time to time, determine; and (iv) such other liability insurance as the Executive Board may from time to time deem appropriate and desirable.

C. Fidelity Coverage. The Executive Board shall obtain fidelity coverage against dishonest acts on the part of the Executive Board, the Property Manager, if any, employees or volunteers responsible for handling funds belonging to Association or administered by the Executive Board.

D. Directors' and Officers' Liability Insurance. The Executive Board may obtain as a Common Expense, Directors' and Officers' Liability Insurance in such amounts and upon such terms as they deem appropriate.

E. Executive Board as Insurance Trustee(s). The Executive Board (i) shall have exclusive authority to negotiate all losses as herein provided for, (ii) shall collect and receive all loss insurance proceeds, and (iii) shall hold, use, apply and disburse the same in accordance with the applicable provisions of the Declaration, these Bylaws and the Maine Condominium Act for the benefit of the Owners and their respective mortgagees. With respect to losses which affect portions or elements covered by such insurance of more than one Unit and/or the Common Elements to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Executive Board in their judgment in a fair and equitable manner, primarily based upon the relative losses.

F. Additional Requirements. Insurance policies obtained pursuant to the above shall also provide that:

- (i) Each Unit Owner is an insured person under the policy with respect to liability arising out of his ownership of an undivided interest in the Common Elements or membership in the Association;
- (ii) The insurer waives its right to subrogation under the policy against any Unit Owner or members of his household;
- (iii) No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and

- (iv) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

In the event that any insurance coverage described above is not reasonably available, the Association shall cause notice of that fact to be sent to all Unit Owners, as required by Section 1603-113(c) of the Maine Condominium Act.

20. Rebuilding, Restoration and Condemnation.

A. **Casualty Loss.** Except as provided in Section 1603-I 13(h) of the Condominium Act, and subject to such statutory provisions, in the event of damage to or destruction of the Condominium as a result of fire or any other casualty, the Executive Board, acting as Insurance Trustee(s) designated herein, shall promptly adjust and collect the loss and disburse the master policy insurance proceeds in appropriate progress payments with appropriate retainage, so as to facilitate and ensure the repair and restoration of the Unit or Units or Common Elements so damaged or destroyed.

The Executive Board may perform emergency work essential to the preservation and safety of the property or the safety of persons, or required to avoid the suspension of any essential service to the Condominium without having first adjusted the loss or obtained proceeds of insurance or otherwise having complied herewith. The cost of repair or replacement in excess of insurance proceeds and reserves shall be a Common Expense. If there shall have been a repair or restoration pursuant to the foregoing and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, shall be added to the Association's capital expense reserve account or shall be, at the option of the Executive Board, divided among the Owners in proportion to their respective Undivided Interests; provided, however, that no provision herein shall be deemed to give an Owner or any other party priority over any rights of the holder of a first mortgage (if any) on such Owner's Unit pursuant to such mortgage in the case of a distribution to such Owner of insurance proceeds for losses to Units and/or Limited Common Elements. First Mortgagees of Units will be entitled to priority with respect to any insurance proceeds distributed to their mortgagors.

B. **Eminent Domain.** In the event of a total or partial taking under the powers of eminent domain, the Owners shall be represented by the Condominium acting through the Executive Board. Eminent domain proceedings and awards shall be governed by Section 1601- 107 of the Condominium Act.

21. Rules, Regulations, Restrictions and Requirements. The use and occupancy of the Condominium and each Unit shall be restricted to and shall be in accordance with the provisions of this Declaration, the Bylaws and such Rules and Regulations as the Executive Board may adopt, and all applicable laws, zoning ordinances, rules, regulations and requirements of all governmental bodies having jurisdiction over the Condominium or the use and occupancy thereof.

The Executive Board shall have the right at any time and from time to time to adopt,

amend and rescind Rules and Regulations governing the operation, appearance and use of the Common Elements and the occupancy of Units.

This Declaration, the Bylaws and the Rules and Regulations, as from time to time amended, may be enforced by the Executive Board, in its discretion. The Executive Board may eliminate any violation, and the cost and expense, including but not limited to attorneys' fees (whether or not a legal action is filed), of eliminating such violation may be chargeable to the Unit Owner who himself or whose family, servants, employees, agents, visitors, lessees, tenants, licensees, or pets are responsible for such violation. Otherwise, the cost of so eliminating a violation shall be a Common Expense. The Executive Board may also levy reasonable fines against the Owner for such violations if any such violation is not cured immediately, and such fine shall constitute a portion of such Unit Owner's Common Expenses which shall be payable by the Owner upon demand and enforceable as a Common Expense. For each day a violation continues after notice it may, in the discretion of the Executive Board, be considered a separate violation.

In enforcing this Declaration, the Bylaws or the Rules and Regulations, the Executive Board may proceed against the Owner, any tenant, or both as the Executive Board, in its sole discretion, may determine.

22. Unit Owner Responsibility. Except as may be otherwise specifically provided in this Declaration, a Unit Owner shall be fully responsible for the acts and omissions, feaseance, malfeaseance and misfeaseance, and all other conduct of his family members, servants, agents, employees, invitees, lessees, tenants, licensees, guests, pets or others upon the property at the behest of the Unit Owner.

23. Enforcement of Charges, Fines, Obligations. Any charge, fine, interest, attorneys' fees or other financial obligation to, of or on any Unit Owner shall constitute a lien upon such Unit and be enforceable to the same manner and extent as for Common Expenses.

24. Attorneys' Fees and Costs. In such case as it is necessary for the Executive Board to engage the services of an attorney, or attorneys, for the purpose of enforcing (whether a legal action is filed or not) against an Owner, tenant, occupant, or other person bound thereby, any provision of the Declaration, the Bylaws, the Rules and Regulations, or obligations thereunder, and/or for the purpose of defending any action brought by such person(s), said Unit Owner, tenant, occupant or other such person shall be liable for, in addition to any other liability, the fees and costs of such attorneys in so proceeding thereto, including the fees of all experts engaged in connection therewith. As to Unit Owners, the amount of such fines, fees, interest and costs and attorneys' fees shall constitute a lien upon the Unit enforceable to the same manner and extent as a lien for Common Expenses, and the Unit Owner shall be personally liable therefor.

25. Conflicting Provisions. If any provisions of this Declaration shall be invalid or shall conflict with the Condominium Act, as amended, or if any provision of this Declaration conflicts with any other provision thereof or with any provision of the By-Laws, then the following rules of construction shall be used:

- A. In the event of a conflict between the Declaration and said Condominium Act, as amended, the provisions of the Condominium Act shall control; and
- B. In the event of a conflict between this Declaration and the Bylaws, this Declaration shall control.

26. **Invalidity.** The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

27. **Waiver.** No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

28. **Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof. Terms of gender shall be interchangeable, as shall be terms reflecting the singular and plural.

29. **Declarant.** The term declarant shall include the Declarant and its successors and assigns. Successors and assigns shall include, but not be limited to, those succeeding to the Declarant's interest by foreclosure, deed in lieu of foreclosure, deed, grant or assignment. Successors and assigns shall not include individual Unit Owners. All rights of the Declarant contained in this Declaration, the Bylaws and Rules and Regulations shall pass to the successors and assigns of the Declarant. This Declaration, the Bylaws and Rules and Regulations may not be amended to affect the rights of the Declarant and its mortgagee(s), successors and assigns without the written consent of the Declarant and its mortgagee(s), successors and assigns.

Witness the execution hereof under seal this ____ day of _____, 2020.

THE GOODWIN CONDOMINIUM, LLC

By: _____

Its: Managing Member

State of Maine
Cumberland County

_____, 2020

Personally appeared the above-named Todd Alexander, the Managing Member of The Goodwin Condominium, LLC as aforesaid, and acknowledged the foregoing to be his free act and deed and the free act and deed of said limited liability company.

Notary Public/Attorney at Law

Print name:

My Commission Expires: - - - - -

Schedule A

**Property Description
(104 Grant Street, Portland)**

Schedule B

Common Element Interest
and
Vote

<u>Unit</u>	<u>Common Element Interest</u>	<u>Vote</u>
101	1/23 rd	1
102	1/23 rd	1
103	1/23 rd	1
105	1/23 rd	1
106	1/23 rd	1
201	1/23 rd	1
202	1/23 rd	1
203	1/23 rd	1
204	1/23 rd	1
205	1/23 rd	1
206	1/23 rd	1
301	1/23 rd	1
302	1/23 rd	1
303	1/23 rd	1
304	1/23 rd	1
305	1/23 rd	1
306	1/23 rd	1
401	1/23 rd	1
402	1/23 rd	1
403	1/23 rd	1
404	1/23 rd	1
405	1/23 rd	1
406	1/23 rd	1
Total: 23	100%	23



Caitlin Cameron <ccameron@portlandmaine.gov>

Fwd: Parking in Parkside

1 message

John Peverada <jbp@portlandmaine.gov>

Wed, Mar 18, 2020 at 10:01 AM

To: Caitlin Cameron <ccameron@portlandmaine.gov>

Cc: Mike Tremblay <mtremblay@portlandmaine.gov>, tom errico <thomas.errico@tylin.com>

As discussed FYI

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

From: **John Peverada** <jbp@portlandmaine.gov>

Date: Fri, Mar 6, 2020 at 4:07 PM

Subject: Re: Parking in Parkside

To: Rachel Skillings <haikuforyou@hotmail.com>

Cc: Christine Grimando <cdg@portlandmaine.gov>, Mary Davis <mpd@portlandmaine.gov>

Ms Skillings,

Thank You for your email. I understand your concerns. The Parking Division provides parking enforcement, but we do not set the off street parking requirements for project approvals. However, I have copied Christine Grimando , the City's Planning Director on this email, in hopes that she can assist you.

Thanks

John

John Peverada

Parking Division Director

874-8444

On Fri, Mar 6, 2020 at 11:52 AM Rachel Skillings <haikuforyou@hotmail.com> wrote:

Hello!

> I am a home owner of a small multi unit on Grant St. There is a proposal to build a 23 unit building across the street from me with only 13 parking spaces. While I am fine with the development of housing (because Portland NEEDS housing), I am concerned with the parking situation. Parking in the neighborhood is a real burden, especially on renters. I inquired with the developer about if they were required to do a parking study and they said they were not. Is there anyway I could request that they be required to do one? Is there someone who I could contact?

> Best,

> Rachel Skillings

> 103 Grant St.

> Portland, ME

> 207.773.8808

>

> Sent from my iPhone



Caitlin Cameron <ccameron@portlandmaine.gov>

Re: 104 Grant (The Goodwin), upcoming planning board meeting 4/21/20

1 message

Emma Holder <pna@parksideneighborhood.org>

Thu, Apr 16, 2020 at 12:30 PM

To: ccameron@portlandmaine.gov, jrath@portlandmaine.gov, board@portlandmaine.gov

Hello Planning Board of Portland Maine,

Thanks for meeting and keeping things going during this very interesting crisis. I hope that you and your loved ones are healthy and safe.

The Parkside Neighborhood Association is holding down the fort here in Parkside, and we are very interested in the development of 104 Grant st/The Goodwin as a potential, very positive addition. Here are some factors I'd like to outline as you consider this proposal:

1) Pro-action. Todd Anderson and his team have been very pro-active in contacting the Neighborhood board and soliciting opinions, information and input from Parksiders. It is so inspiring to have a developer be this interested in community and partnership with neighbors from minute one. We commend and thank them for this!

2) Integration of Design. The architect of this project has observed the styles within the neighborhood and heard the request of residents to create a design that meshes well with attributes of Grant st and Parkside. Porches and bump-outs are echoed in a modern and tasteful manner.

3) Parking. The designers heard the concerns of neighbors and increased their offerings of parking to create 23 spaces for 24 units, with a plethora of possibilities. Some on-site, some rentable offsite, and 3 new street spaces liberated by removing curb cuts. This goes above and beyond the current parking minimums required by the city.

4) Car-free living options. For a dense neighborhood like Parkside, it is essential that we have living spaces uncoupled to cars. Many Parksiders simply don't own them and can get around quite happily without them. Walking, biking, public transportation, car sharing and uber/lyft-style options allow those living on-peninsula to get around easily without a car. This purchasing flexibility allows mid-income home buyers to buy affordable living space unbundled from automobile space they don't need.

Car-freedom once experienced, is so liberating many never go back. I have been car-free for over 10 years and you couldn't pay me enough to have a car now. I wouldn't buy a condo if I was forced into the cost of buying a parking space along with it. Alternatively, if I was considering going car-free, having the option of buying a place without a parking space in a dense downtown neighborhood would encourage me to make that jump. Parkside needs those sort of folks!

5) Alternative and sustainable choices. The developer and architect have set up this property with energy-efficient heat pumps, and the infrastructure and conduit for future solar panel possibilities on the roof. Inside safe storage for bikes and outdoor racks are available on the property and sidewalks.

6) Commitment to communication. The developer has reached out frequently and plans to continue. They are creating a website for neighbor perusal and transparency, and have committed to attending future Neighborhood Association meetings, as well as creating independent information dissemination and collection meetings.

I do hope that this project moves forward successfully and is not too derailed and delayed by current pandemic considerations. Parkside is densely populated, and the possibility of mid-income ownership would improve and complement an already wonderful neighborhood.

Thanks for your attention,

health, breath, safety and sanity to you all,

Emma Holder

--

Parkside Prez

4/16/2020

City of Portland Mail - Re: 104 Grant (The Goodwin), upcoming planning board meeting 4/21/20

207 415 7204

<http://parksideneighborhood.org>



104 GRANT ST REDEVELOPMENT - THE GOODWIN

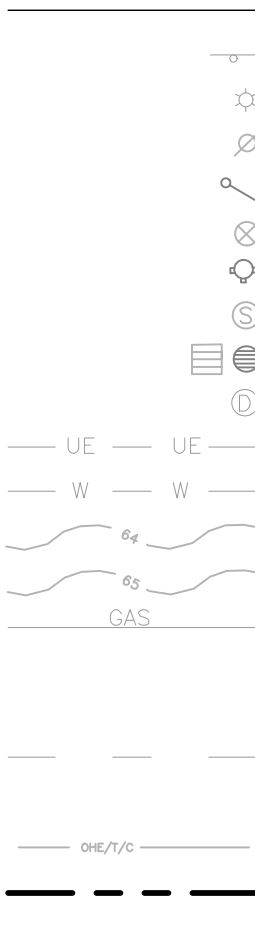
WATSON RENEWAL GRANT, LLC

PORTLAND, MAINE

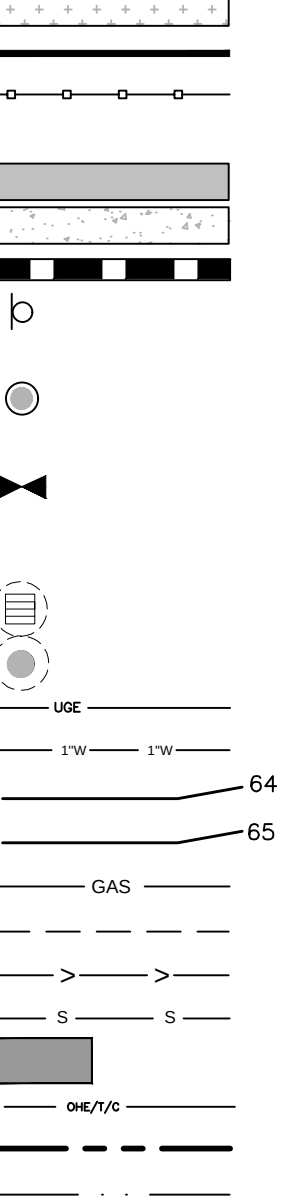
LEGEND

EXISTING

REFER TO THE
EXISTING
CONDITIONS PLAN
FOR ADD'L INFO



PROPOSED



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CALL BEFORE YOU DIG
1-888-DIG-SAFE
1-888-344-7233

PERMIT LEVEL
NOT ISSUED FOR
CONSTRUCTION

UTILITIES

SEWER:

DEPARTMENT OF PUBLIC WORKS (DPW)
250 CANCO ROAD
PORTLAND, MAINE 04103
CONTACT: KEITH GRAY, P.E.
(207) 874-8834

WATER:

PORTLAND WATER DISTRICT
225 DOUGLASS STREET
PO BOX 3553
PORTLAND, MAINE 04104
ATTN: MEANS DIVISION
(207) 774-5961

ELECTRIC:

CENTRAL MAINE POWER COMPANY (CMP)
162 CANCO ROAD
PORTLAND, MAINE 04103
CONTACT: PAUL DUPERRE
(207) 828-2882

TELEPHONE:

CONSOLIDATED COMMUNICATIONS
45 FOREST AVENUE
PORTLAND, MAINE 04101
CONTACT: PAT MORRISON
(207) 745-9363

CABLE:

SPECTRUM CABLE
118 JOHNSON ROAD
PORTLAND, MAINE, 04102
CONTACT: MARK PELLETIER
(877) 546-0962

NATURAL GAS:

UNITIL SERVICE CORP
1075 FOREST AVENUE
PORTLAND, ME 04103
CONTACT: BRIDGET HARMON
(207) 541-2536

PROJECT TEAM

DEVELOPER:

WATSON RENEWAL GRANT, LLC
PORTLAND, MAINE
CONTACT: TODD ALEXANDER
(207) 347-3018

ARCHITECT:

RYAN SENATORE ARCHITECTURE
PORTLAND, MAINE
CONTACT: RYAN SENATORE, R.A.
(207) 650-6414

SURVEYOR:

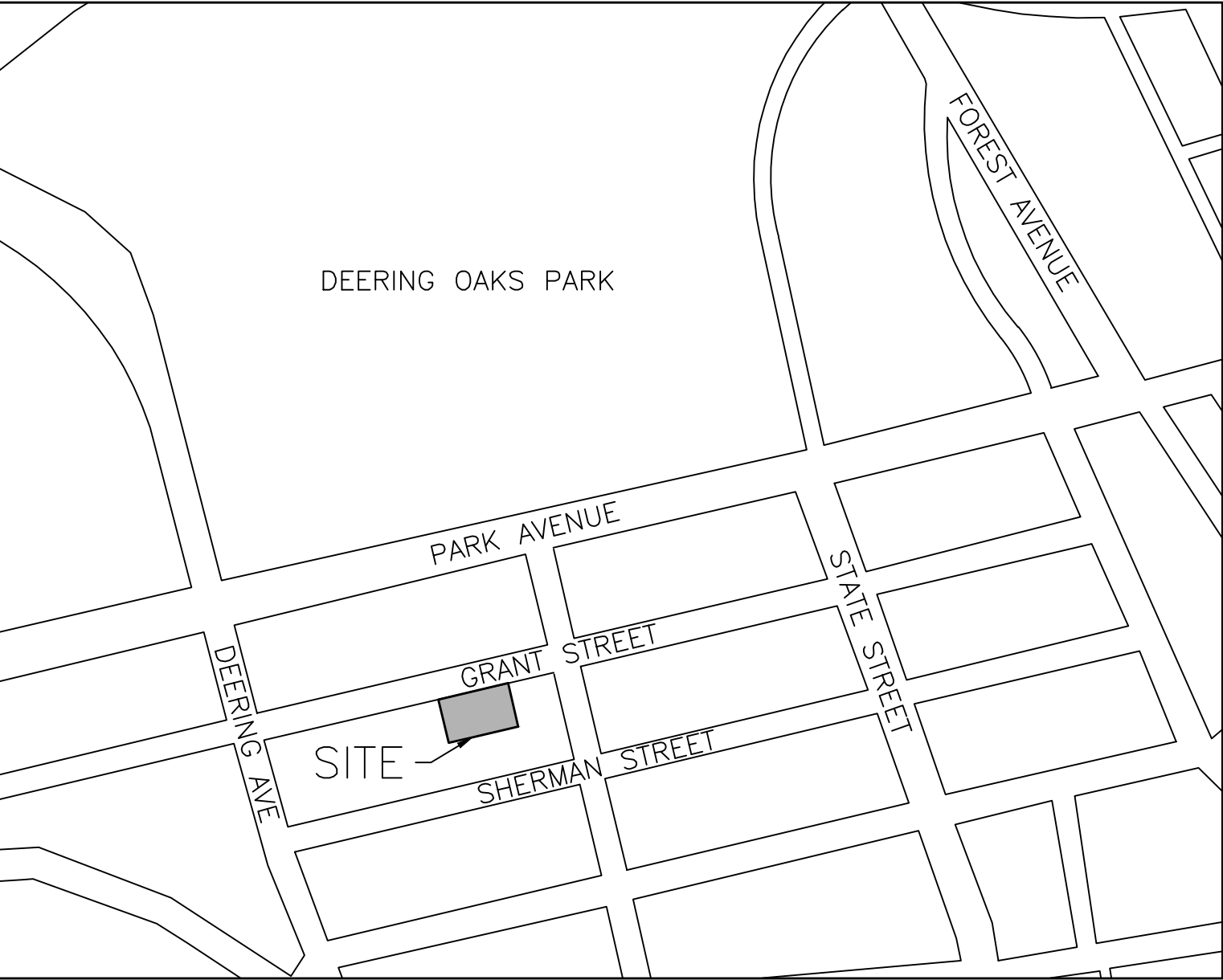
SPURWINK SURVEYING
SCARBOROUGH, MAINE
CONTACT: JAMES A. MULLEN, P.L.S.
(207) 799-2654

STRUCTURAL ENGINEER:

SDC, INC.
CONTACT: DAVE TETREALT, P.E.

GEOTECHNICAL ENGINEER:

SUMMIT GEOENGINEERING
LEWISTON, MAINE
CONTACT: BILL PETERLEIN, P.E.
(207) 576-3313



VICINITY MAP
NOT TO SCALE

ABBREVIATIONS

PARTIAL LIST OF ABBREVIATIONS AND THEIR CORRESPONDING MEANING. PLEASE
CONTACT THE ENGINEER FOR ANY CLARIFICATION

APPROX.	APPROXIMATE
BC	BOTTOM OF CURB
BMP	BEST MANAGEMENT PRACTICE
BOT.	BOTTOM
CB	CATCH BASIN
CF	CUBIC FOOT
CIP	CAST IN PLACE
CM	CONSTRUCTION MANAGER
CMP	CENTRAL MAINE POWER
CONC.	CONCRETE
CY	CUBIC YARD
DIP	DUCTILE IRON PIPE
DIA.	DIAMETER
DIM.	DIMENSION
EA.	EACH
ELEC.	ELECTRICAL
ELEV.	ELEVATION
EQUIV.	EQUIVALENT
EST.	ESTIMATE
EX.	EXISTING
FFE	FINISH FLOOR ELEVATION
FT.	FEET
GAL.	GALVANIZED
I.B.C.	INTERNATIONAL BUILDING CODE
ID	INNER DIAMETER
IN.	INCH
INV.	INVERT
L	LENGTH
MAX.	MAXIMUM
M.E.P.	MECHANICAL, ELECTRICAL, PLUMBING DESIGNER
MDOT	MAINE DEPARTMENT OF TRANSPORTATION
MFG.	MANUFACTURED
MH	MANHOLE
MIN.	MINIMUM
O.C.	ON CENTER
OD	OUTSIDE DIAMETER
OHE/T/C	OVERHEAD ELECTRIC/TELEPHONE/CABLE
PC	PRECAST
PE	PROFESSIONAL ENGINEER
PL	PROPERTY LINE
PLS	PROFESSIONAL LAND SURVEYOR
PROP.	PROPOSED
PSI	POUNDS PER SQUARE INCH
PVC	POLYVINYL CHLORIDE
PWD	PORTLAND WATER DISTRICT
R	RADIUS
RD	ROOF DRAIN
RET.	RETAINING
ROW	RIGHT OF WAY
S	SLOPE
SD	STORM DRAIN
SDR	STANDARD DIMENSION RATIO
SF	SQUARE FEET
SMH	SEWER MANHOLE
SPEC.	SPECIFICATION
TC	TOP OF CURB
TW	TOP OF WALL
TYP.	TYPICAL
UD	UNDERDRAIN
UGE	UNDERGROUND ELECTRIC

ISSUED FOR

BY

DATE

PRELIMINARY SET

WHS

11/18/19

LEVEL III APP.

WHS

1/2/2020

COMMENT RESPONSE

WHS

3/4/2020

COMMENT RESPONSE 2

WHS

4/9/2020

COVER SHEET & LEGEND

104 GRANT ST. REDEVELOPMENT

WATSON RENEWAL GRANT, LLC

2 UNION STREET, PORTLAND, MAINE 04101

ACORN ENGINEERING, INC.

ENGINEERING, INC.

ACORN ENGINEERING, INC.

PO BOX 3372, PORTLAND MAINE 04104

(207) 775-2655

FILE:

1093.3_CIVIL

JN:

1093.3

SCALE:

NTS

DESIGNED BY:

SJL

DRAWN BY:

KRB

CHECKED BY:

WHS

4-1-2020

DRAWING NO.

C-01

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.

2. THE CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF ALL EROSION CONTROL MEASURES SHOWN ON THE PLAN. IF DEEMED NECESSARY BY THE OWNER OR OWNER'S REPRESENTATIVE, ADDITIONAL EROSION CONTROL MEASURES SHALL BE INSTALLED AT NO ADDITIONAL COST TO THE OWNER.

3. THE CONTRACTOR SHALL PREPARE THEIR OWN MATERIAL SCHEDULE BASED ON THE PLANS AND FIELD VERIFICATION BY THE CONTRACTOR. ALL MATERIAL SCHEDULES SHOWN WITHIN THE PLAN SET ARE FOR GENERAL INFORMATION ONLY.

4. ALL CONSTRUCTION METHODS, TESTING AND MATERIALS SHALL CONFORM TO THE MAINE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS, THE CITY OF PORTLAND AND SERVICING UTILITY REQUIREMENTS, IF ANY. IN CASES WHERE THESE CONFLICT THE MOST STRINGENT SPECIFICATION SHALL APPLY AT NO ADDITIONAL COST TO THE OWNER.

5. THE SITE CONTRACTOR SHALL MAINTAIN A SET OF PAPER AND CAD DRAWINGS WHICH SHALL RECORD THE ACTUAL LOCATION, DIMENSION, 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 AUTOCAD FORMAT AND PAPER, STAMPED "AS-BUILT". IF AUTOCAD 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 SITE WORKING CONDITIONS AND SAFETY REQUIREMENTS, DAY AND NIGHT, FOR BOTH PERSONS AND PROPERTY, IN EACH CASE BOTH BY THE CONTRACTOR AND ITS SUBCONTRACTORS. THESE INCLUDE ALL OSHA, NIOSH, U.S. EPA AND ANY OTHER APPLICABLE GOVERNMENTAL REGULATIONS.

7. EXISTING CONDITIONS, BOUNDARY SURVEY, AND TOPOGRAPHY FROM THE PLAN TITLED BOUNDARY SURVEY & TOPOGRAPHICAL MAP WITH EXISTING CONDITIONS SURVEY BY SPURWINK SURVEYING DATED MAY 14, 2019.

8. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ACCESS TO THE SITE AND ALL ADJACENT PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY MARKINGS, SIGNAGE AND INCIDENTALS TO MAINTAIN A SAFE VEHICLE AND PEDESTRIAN ACCESS THROUGH THE LIFE OF THE PROJECT. THE CONTRACTOR SHALL NOTIFY THE PORTLAND PUBLIC SAFETY DIVISION ROUTINELY REGARDING TEMPORARY IMPACTS OR CHANGES TO SITE ACCESS CONDITIONS.

9. CONSTRUCTION MANAGEMENT PLAN BY ACORN ENGINEERING SHALL BE REFERRED TO FOR ANTICIPATED PROJECT SCHEDULE AND CLOSURES. TRAFFIC CONTROL SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

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 ADJACENT STRUCTURES. A COPY OF THE SURVEY SHOULD BE PROVIDED TO THE OWNER. DOCUMENT WITH PICTURES AT A MINIMUM.

13. THE CONTRACTOR SHALL SURVEY ROCK SURFACE PRIOR TO EXCAVATION AND DEVELOP VOLUME CALCULATIONS TO SHARE WITH ACORN ENGINEERING, IF ANY.

CIVIL SITE NOTES:

1. THE CONTRACTOR SHALL SUBMIT IN WRITING ANY REQUESTS TO MODIFY THE CONTRACT DOCUMENTS.

2. ALL SHOP AND ERECTION DRAWINGS SHALL BE CHECKED AND STAMPED BY THE GENERAL CONTRACTOR PRIOR TO SUBMISSION FOR ENGINEER'S REVIEW. ANY UNCHECKED OR NON-STAMPED SUBMITTALS WILL BE RETURNED WITHOUT REVIEW.

3. CONTRACTOR SHALL THOROUGHLY INSPECT AND SURVEY EXISTING STRUCTURES AND SITE TO VERIFY CONDITIONS THAT AFFECT THE WORK SHOWN ON THE DRAWINGS. CONTRACTOR TO NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO PROCEEDING.

4. DETAILS SHOWN APPLY TO ALL SIMILAR CONDITIONS UNLESS OTHERWISE INDICATED.

5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST GEOTECHNICAL REPORT PREPARED BY THE PROJECT GEOTECHNICAL ENGINEER.

6. ALTHOUGH ALL DUE DILIGENCE HAS BEEN APPLIED TO MAKE THE DRAWINGS AS COMPLETE AS POSSIBLE, NOT ALL DETAILS ARE ILLUSTRATED, NOR IS EVERY EXCEPTIONAL CONDITION ADDRESSED WITHIN THE CONTRACT DOCUMENTS.

7. ALL PROPRIETARY CONNECTIONS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

8. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR THE COORDINATION OF ALL WORK, INCLUDING DIMENSION AND LAYOUT VERIFICATION, MATERIALS COORDINATION, SHOP DRAWING REVIEW, AND THE WORK OF ANY SUBCONTRACTORS.

9. UNLESS OTHERWISE SPECIFICALLY INDICATED, THE DRAWINGS DO NOT DESCRIBE OR DIRECT MEANS OR METHODS OF CONSTRUCTION.

10. 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.

11. DO NOT BACKFILL AGAINST RETAINING WALLS UNTIL SUPPORTING SLABS AND FLOOR FRAMING ARE IN PLACE AND SECURELY ANCHORED, UNLESS ADEQUATE BRACING IS PROVIDED. CONCRETE SHALL ALSO BE CURED FOR 28 DAYS PRIOR TO BACKFILLING.

12. TEMPORARY BRACING SHALL REMAIN IN PLACE UNTIL ALL FLOORS, WALLS, ROOFS AND OTHER SUPPORTING ELEMENTS ARE IN PLACE.

13. ALL PAVEMENT JOINTS SHALL BE SAWCUT AND APPLIED WITH TACK COAT PRIOR TO PAVING TO PROVIDE A DURABLE AND UNIFORM JOINT.

14. THE ENGINEER BEARS NO RESPONSIBILITY FOR THE ABOVE ITEMS, AND OBSERVATION VISITS TO THE SITE DO NOT IN ANY WAY INCLUDE INSPECTION OF THEM.

15. ALL PAVING SHALL BE COMPLETED BETWEEN APR. 15 AND NOV. 15 AND MEET MIN TEMP. REQUIREMENTS SET FORTH BY MDOT.

SPECIAL INSPECTION NOTES:

1. ALL SITE SOILS AND RETAINING WALL-RELATED WORK AND FOOTING EXCAVATIONS SHALL BE INSPECTED BY GEOTECHNICAL ENGINEER PRIOR TO PLACING FORMS.

2. SITE DRAINAGE SHALL BE REVIEWED BY THE PROJECT ENGINEER.

3. NORMAL REVIEWS WILL BE CONDUCTED BY LOCAL BUILDING DEPARTMENT.

4. NOTIFY 48 HOURS PRIOR TO REQUIRED REVIEW.

5. REQUIRED SPECIAL INSPECTIONS PER I.B.C. SECTION 1705.6 BY AN APPROVED SPECIAL INSPECTOR RETAINED BY OWNER. CONTRACTOR TO COORDINATE SPECIAL INSPECTIONS.

6. 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.

7. DUTIES AND RESPONSIBILITIES OF THE SPECIAL INSPECTOR SHALL BE TO OBSERVE AND/OR TEST THE WORK ASSIGNED AND OUTLINED ABOVE FOR CONFORMANCE WITH THE CONTRACT DOCUMENTS, ALL DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION.

8. 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 CHANGES TO THE APPROVED CONSTRUCTION DOCUMENTS AUTHORIZED BY THE

9. 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 I.B.C. WORK NOT IN COMPLIANCE SHALL BE NOTED IN THE REPORT.

10. SPECIAL INSPECTION FIRM 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 REGISTERED LAND SURVEYOR.
2. ALL DIMENSIONS ON THE FOLLOWING SHEETS TAKE PRECEDENT OVER SCALED DIMENSIONS. EACH DRAWING WITH A BAR SCALE MEANS THAT THE DRAWING/DETAIL HAS BEEN SCALED AS ACCURATELY AS POSSIBLE, AND THE BAR SCALE IS FOR GENERAL REFERENCE ONLY. IF NO BAR SCALE IS PRESENT, THEN THERE IS NO SCALE TO THAT DRAWING/DETAIL. AT NO TIME SHOULD DRAWINGS BE SCALED FROM. ANY DISCREPANCIES BETWEEN DRAWINGS, DETAILS, SPECIFICATIONS AND THE FIELD CONDITION SHALL BE IMMEDIATELY REPORTED TO THE CIVIL ENGINEER FOR FURTHER DIRECTIONS BEFORE ANY ADDITIONAL WORK PROCEEDS.
3. SIGNAGE, STRIPING, AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
4. ALL TRAFFIC CONTROL SIGNS INDICATED ON THE SITE LAYOUT PLAN ARE TO MEET ALL REQUIREMENTS & CONDITIONS OF THE CITY OF PORTLAND, MAINE DEPARTMENT OF TRANSPORTATION AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
5. THE CONTRACTOR SHALL OBTAIN THE SERVICES OF A LICENSED PROFESSIONAL LAND SURVEYOR TO PROVIDE A MINIMUM OF TWO TEMPORARY BENCHMARKS WITHIN THE SITE AND TO LOCATE PROPOSED STRUCTURE CORNERS.
6. CONTRACTOR SHALL ENSURE THAT DRIVEWAYS AND MAILBOXES ADJACENT TO THE PROJECT REMAIN FUNCTIONAL AND IN USE AT ALL TIMES.

1. THIS PROJECT IS SUBJECT TO THE TERMS AND CONDITIONS OF A SITE PLAN – LEVEL III AND SUBDIVISION PERMIT FROM THE CITY OF PORTLAND.
2. THE CONTRACTOR SHALL REVIEW THE ABOVE REFERENCED PERMITS PRIOR TO SUBMITTING A BID FOR THIS PROJECT, AND INCLUDE COSTS AS NECESSARY TO COMPLY WITH THE CONDITIONS OF THESE PERMITS.
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.
3. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ANY EASEMENT OR TEMPORARY CONSTRUCTION RIGHTS AS NECESSARY BY PRIVATE ADJACENT LAND OWNERS. THE CONTRACTOR SHALL NOT DISTURB ANY SOIL BEYOND THE PROPERTY LINE WITHOUT NOTIFYING AND OBTAINING SUCH EASEMENT OR TEMPORARY CONSTRUCTION RIGHT FROM THE OWNER. PRIOR TO THE CONTRACTOR PRICING THE WORK THE CONTRACTOR SHALL REQUEST PROOF OF SUCH EASEMENT OR TEMPORARY RIGHTS. SHOULD EASEMENTS OR TEMPORARY RIGHTS NOT BE AVAILABLE THE CONTRACTOR SHALL INCLUDE COST FOR BRACING AND SHORING AS NECESSARY.
4. THE CONTRACTOR SHALL PROVIDE A FINISH PAVEMENT SURFACE FREE OF LOW SPOTS AND PONDING AREAS. THE MINIMUM SLOPE SHALL MEET OR EXCEED 0.5% IN ALL CASES. ALL SLOPES SHALL BE AWAY FROM BUILDINGS AND TOP OF PAVEMENT SHALL BE AT OR BELOW EXISTING FINISH FLOOR ELEVATIONS.
5. NO ADDITIONAL PAYMENT FOR UNSUITABLE MATERIALS SHALL BE MADE.
6. ALL STORM DRAIN PIPE SHALL BE SMOOTH BORE INTERIOR PROVIDING A MANNINGS ROUGHNESS COEFFICIENT OF $N=0.012$ OR LESS.
7. ADJUST ALL MANHOLES, CATCH BASINS, CURB BOXES, ETC. WITHIN LIMITS OF WORK TO FINISH GRADE.
8. SUBSURFACE DATA HAVE BEEN OBTAINED BY SUMMIT GEOENGINEERING SERVICES, INC. AND SHALL BE INCLUDED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL ALSO REVIEW THE REPORT PRIOR TO SUBMITTING A BID.
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, DISTURBED AREAS SHALL BE EXCAVATED AND BACKFILLED WITH COMPACTED SELECT FILL OR CRUSHED STONE AT NO ADDITIONAL EXPENSE TO THE OWNER. ALL SUBGRADE PREPARATION IS SUBJECT TO THE RECOMMENDATIONS OF THE PROJECT GEOTECHNICAL ENGINEER.

1. ALL ROUTINE MAINTENANCE ACTIVITIES SHALL BE CONDUCTED IN SUCH A WAY TO LIMIT THE AMOUNT OF DISTURBED AREA AT ONE TIME TO THE EXTENT PRACTICABLE.
2. PRIOR TO THE START OF ANY CLEARING/LAND DISTURBING ACTIVITIES, THE CONTRACTOR SHALL INSTALL APPLICABLE EROSION CONTROL DEVICES SUCH AS PERIMETER SILT FENCE, AND OTHER APPLICABLE MEASURES. IN THE EVENT THE CONTRACTOR IS NOT SURE A EROSION CONTROL MEASURE SHOULD BE IMPLEMENTED, THE CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD TO CONFIRM IMPLEMENTATION OF ANY EROSION CONTROL DEVICES.
3. ALL GROUND AREAS GRADED FOR CONSTRUCTION SHALL BE GRADED, LOAMED, SEEDED AND MULCH SHALL BE APPLIED AS SOON AS POSSIBLE WITHIN 7 DAYS FOLLOWING THE COMPLETION OF ANY SOIL DISTURBANCE, AND PRIOR TO ANY STORM EVENT.
4. EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED TO THE SATISFACTION OF THE CITY. THE CONTRACTOR SHALL REFERENCE THE APPROVED EROSION AND SEDIMENTATION CONTROL REPORT FOR TEMPORARY AND PERMANENT EROSION AND SEDIMENTATION CONTROL DEVICES IN ADDITION TO THE PLAN SET. THE CONTRACTOR SHALL ALSO REFER TO THE MAINE D.E.P.'S PERMIT CONDITIONS, FINDINGS OF FACT AND ORDER (IF ANY), AND THE CURRENT MAINE EROSION AND SEDIMENT CONTROL BMP MANUAL FOR ADDITIONAL INFORMATION.
5. PRIOR TO PAVING, THE CONTRACTOR SHALL REMOVE ALL SEDIMENT FROM STORM DRAINS, CATCH BASINS, AND APPURTENANCES.
6. REFER TO THE EROSION CONTROL DETAILS & NOTES FOR ADDITIONAL INFORMATION.

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND ELEVATION OF THE EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED UPON RECORDS OF VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THIS INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE, IDENTIFY, MARK, EXERCISE PROTECTION AND ELEVATION OF UTILITIES TO COORDINATE WITH THE PROPOSED CONNECTIONS OR CROSSING. ANY DISCREPANCIES SHALL BE IMMEDIATELY REPORTED TO THE CIVIL ENGINEER FOR FURTHER DIRECTIONS BEFORE ANY ADDITIONAL WORK PROCEEDS.
2. CONTRACTOR 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 BEFORE BACKFILLING. TESTING SHALL BE COMPLETED IN ACCORDANCE WITH TECHNICAL REPORT #16 (TR-16): GUIDES FOR THE DESIGN OF WASTEWATER TREATMENT WORKS, PREPARED BY THE NEW

4. SEWER MANHOLES SHALL BE 4' ID UNLESS OTHERWISE STATED ON THE PLANS.
5. CONTRACTOR TO PROVIDE 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 ON SHEET C-44.
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 CITY OF PORTLAND, 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 SERVICE WITH THE ARCHITECT/ELECTRICAL ENGINEER. SECONDARY LINE LOCATIONS NOT PROVIDED BY ACORN ENGINEERING 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.

THE FOLLOWING ITEMS ARE TYPICAL OF MATERIAL WHICH MAY EXIST ON SITE. 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:

ROCK AND CONCRETE FOUNDATIONS

CONCRETE SLABS

BITUMINOUS ASPHALT PAVEMENT

CONCRETE PADS AND BLOCKS

FENCE POST AND FENCING

UNDERGROUND UTILITY LINES

ABOVE AND OR BELOW FUEL OIL AND PROPANE GAS TANKS

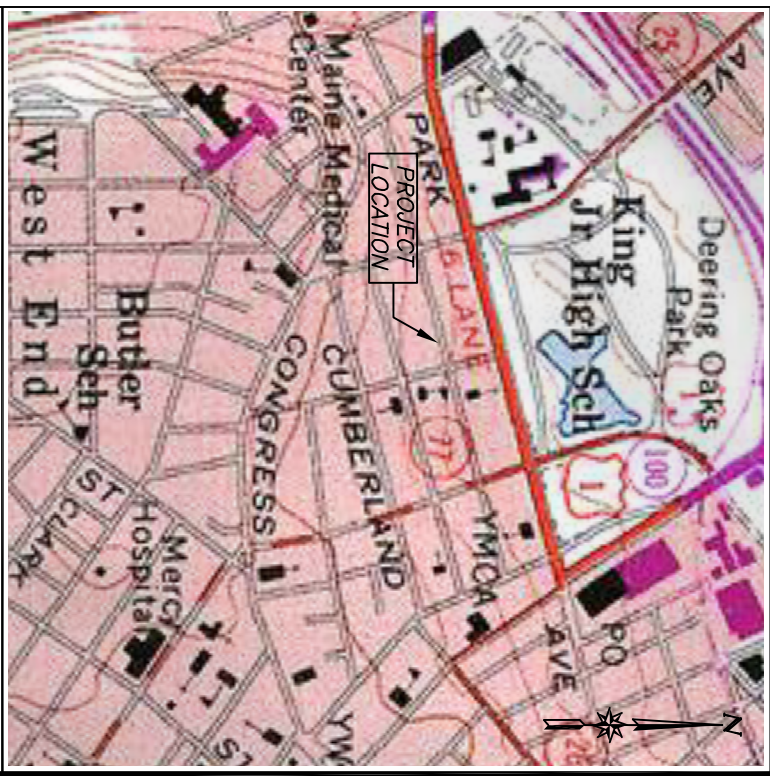
STORM DRAIN PIPES AND APPURTENANCE STRUCTURES

OTHER TRASH & MISCELLANEOUS SOLID WASTES

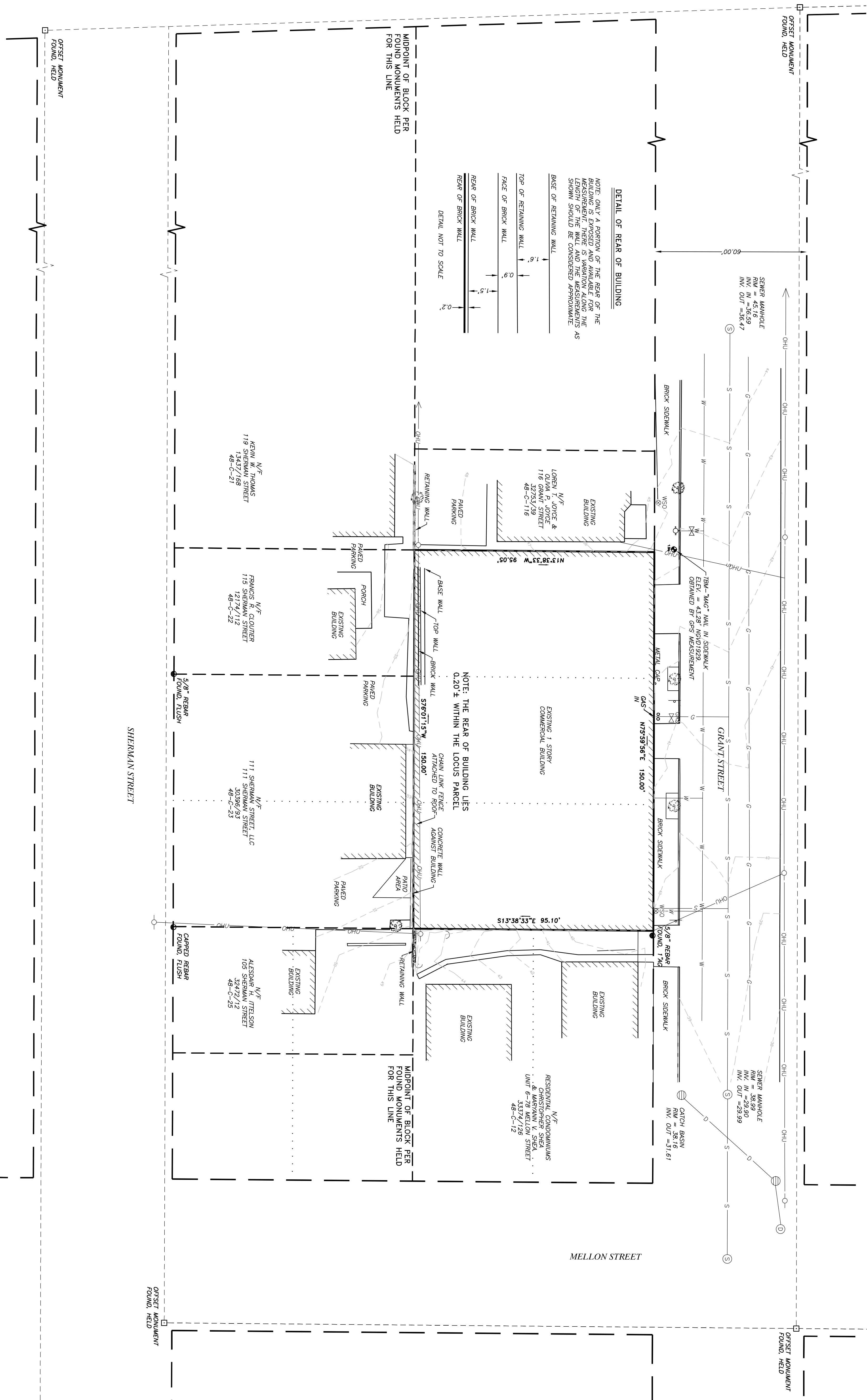
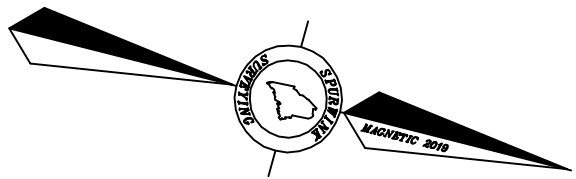
2. ALL DISPOSAL OF DEMOLITION DEBRIS OR WASTE SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE, & FEDERAL REGULATIONS. CONTRACTORS SHALL PROVIDE OWNER WITH APPROPRIATE "BILLS OF LADING" DEMONSTRATING PROPER DISPOSAL OF ALL MATERIALS.

3. THE CLIENT HAS NOT REQUESTED NOR HAS ACORN ENGINEERING COMPLETED A PHASE I – ENVIRONMENTAL SITE ASSESSMENT FOR THE PROPERTY.

[illegible]



VICINITY MAP
N.T.S.



LEGEND

- #5 REBAR WITH PLASTIC CAP STAMPED #2028 SET
- FOUND IRON PIPE (SIZE & TYPE AS NOTED)
- FOUND CARPETED REBAR
- MONUMENT FOUND
- UTILITY POLE (NUMBER AS NOTED)
- CITY WIRE ANCHOR
- FOUND TREE (SIZE & TYPE AS NOTED)
- SEWER MANHOLE
- DRAIN MANHOLE
- CATCH BASIN
- WATER VALVE
- BOUNDARY LINE
- OFFSET LINE
- SETBACK LINE
- EDGE OF PAVEMENT
- RIGHT-OF-WAY LINE
- ABUTTER LINE
- EDGE OF GRAVEL
- STOCKADE FENCE
- OVERHEAD UTILITY
- SEWER LINE
- N/F NOW OR FORMERLY OWNED BY DEED BOOK AND PAGE (CORD)
- 12-3-45 TAX MAP-BLOCK-LOT
- (123-45) PARENTHESES DENOTE RECORD DATA

NOTES

- THE BASIS OF BEARING FOR THIS SURVEY IS MAINE STATE COORDINATE SYSTEM, WEST ZONE. CONTIGUOUS AND ELEVATIONS ARE REFERENCED TO NGVD 1929.
- DEEDS AND PLAN BOOK REFERENCES ARE TO THE CUMBERLAND COUNTY REGISTRY OF DEEDS.
- RECORD OWNERSHIP OF THE PARCEL SURVEYED CAN BE FOUND IN A DEED FROM THOMAS WATSON AND JOHN R. WATSON TO 104 GRANT STREET, LLC DATED DECEMBER 14, 2002 AND RECORDED IN DEED BOOK 15652, PAGE 158.
- REFERENCE IS MADE TO THE FOLLOWING PLANS:
 - PLAN OF DEERING PASTURE, RECORDED MARCH 17, 1873 AT CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 69, PAGE 1
 - SURVEY OF LAND OF WILE FINK AT 78-80 MELLON STREET & 98 GRANT STREET, PORTLAND, MAINE, DATED OCTOBER 30, 1981 AND RECORDED AT CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 69, PAGE 1
 - MAINE MADE FOR YORK CUMBERLAND HOUSING DEVELOPMENT CORPORATION BY TITOWING ASSOCIATES DATED JULY 25, 1998, UNRECORDED
 - CITY OF PORTLAND VALUATION SHEET ON FILE AT CITY OF PORTLAND DEPARTMENT
 - VARIOUS STREET LINE SHEETS ON FILE AT CITY OF PORTLAND ENGINEERING DEPARTMENT
 - THE PARCEL SURVEYED IS IDENTIFIED ON THE CITY OF PORTLAND TAX ASSESSOR'S MAP 48, BLOCK C, PARCEL 8
 - THE PARCEL SURVEYED CONTAINS 14,261 SQUARE FEET OR 0.33 ACRES.
 - GRANT STREET IS AN ACCEPTED CITY STREET 60 FEET WIDE. THE LOCATION AS SHOWN IS BASED ON RECORDS ON FILE AT THE CITY OF PORTLAND ENGINEERING OFFICE AND FOUND MONUMENTS.
 - THE UTILITIES SHOWN ON THIS PLAN WERE MARKED BY DIG SMART OF MAINE. ON THERE MAY BE OTHER UTILITIES NOT SHOWN. CONTRACTOR TO CONTACT DIG-SMART (888)DIG-SMART PRIOR TO ANY EXCAVATION WORK.

Number	Dr.	Size	Shape
--------	-----	------	-------

C	J.A.M.	1/4"X3/8"	ARROW INDICATE
B	J.A.M.	1/4"X3/8"	ARROW INDICATE
A	J.A.M.	3/4"X3/8"	ARROW INDICATE

PROJECT: 201918	DRAWING NAME: 104 GRANT ST
DATE: MAY 9, 2019	SCALE: 1"=20'
FILED BY: J.A.M. & J.B.P.	FIELD DATE: APRIL/MAY 2019
	DRAWN BY: J.A.M.

BOUNDARY/EXISTING CONDITIONS PLAN
104 GRANT STREET, PORTLAND, MAINE 04101

104 GRANT STREET, LLC
104 GRANT STREET, PORTLAND, MAINE 04101

ACORN ENGINEERING
PO BOX 3372 PORTLAND, MAINE 04104

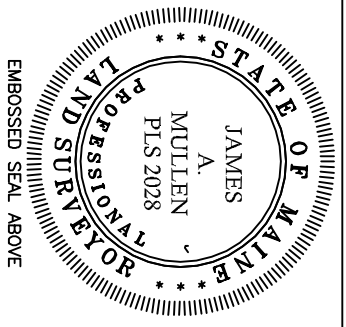
SURVEYING LAND PLANNING
Spurwink Surveying

182 SPURWINK ROAD, SCARBOROUGH, MAINE
Tel 207.789.2854 Cell 207.321.8966
spurwinksurveying@gmail.com

STAMP AND SIGNATURE

James A. Mullen MAY 14, 2019

MAINE P.L.S. No.20208



GENERAL NOTES:

- FOR INFORMATION REGARDING PROPOSED UTILITIES, REFER TO THE UTILITY PLAN, SHEET C-20, MOST RECENT VERSION.
- FOR INFORMATION REGARDING PROPOSED GRADING AND STORMWATER, REFER TO THE GRADING & DRAINAGE PLAN, SHEET C-30, MOST RECENT VERSION.
- UNIT TABULATION PROVIDED BY RYAN SENATORE ARCHITECTURE; REFER TO ARCHITECTURAL PLANS FOR FLOOR PLANS AND BUILDING HEIGHTS.
- TOTAL SITE AREA INCLUDES 0.33 ACRES (14,261 S.F.). R.O.W. WIDTH FOR GRANT STREET IS 60 FEET PER BOUNDARY SURVEY AND TOPOGRAPHICAL MAP WITH EXISTING CONDITIONS COMPLETED BY SPURWINK SURVEYING DATED 5/14/2019.
- SITE BOUNDARIES PER BOUNDARY SURVEY & TOPOGRAPHICAL MAP WITH EXISTING CONDITIONS PROVIDED BY SPURWINK SURVEYING ON A PLAN ENTITLED BOUNDARY/EXISTING CONDITIONS PLAN DATED 5/14/2019.
- AS OF 11/19/2019, THE SITE IS BOUNDED BY THE R-6 ZONE ON ALL SIDES OF THE PROPERTY PER CITY OF PORTLAND GIS WEBSITE.
- LOCUS PARCEL IS SHOWN ON THE CITY OF PORTLAND ASSESSOR'S MAP 48, BLOCK C, PARCEL 8.
- LOCUS PARCEL DOES NOT FALL IN A SPECIAL FLOOD HAZARD AREA PER FEMA FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 23005C0806F, INDEX DATED 4/14/2017.
- ALL BUILDING CORNER OFFSETS TO BOUNDARY LINES ARE FROM THE BUILDING FOUNDATION, UNLESS OTHERWISE NOTED.
- THIS SHEET IS THE SUBDIVISION PLAT FOR THE CREATION OF UP TO TWENTY-THREE (23) DWELLING UNITS ON THE EXISTING SUBJECT PROPERTY. APPROVAL OF THIS PLAT DOES NOT CREATE ANY SUBDIVISION OF LAND ON THE SUBJECT PROPERTY.
- THE CONDOMINIUM DOCUMENTS ARE TO OUTLINE THE MAINTENANCE AND MANAGEMENT OF DRIVEWAYS, SIDEWALKS, STORMWATER DEVICES, SITE LIGHTING, TRASH REMOVAL, AND SNOW REMOVAL AS THE RESPONSIBILITY OF THE OWNER.
- THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND MANAGEMENT OF DRIVEWAYS, SIDEWALKS, STORMWATER DEVICES, SITE LIGHTING, TRASH REMOVAL, RETAINING WALLS, AND SNOW REMOVAL.
- THE OWNER SHALL BE RESPONSIBLE FOR COMPLYING WITH THE CONDITIONS OF CHAPTER 32 STORMWATER INCLUDING ARTICLE III, AT A MINIMUM, IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR COMPLYING WITH THE CONDITIONS OF THE SUBMITTED STORMWATER MANAGEMENT PLAN AND THE APPROVED PLANS, AND MEET CITY STANDARDS AND STATE GUIDELINES.
- THE CONDOMINIUM ASSOCIATION MUST COMPLY TO THE FOLLOWING AS APPROVED BY THE CITY:
 - CONDOMINIUM DOCUMENTS: BOOK _____ PAGE _____
 - POST-CONSTRUCTION STORMWATER MANAGEMENT AGREEMENT: BOOK _____ PAGE _____

SURVEY NOTES:

- THE BASIS OR BEARING FOR THIS SURVEY IS MAINE STATE COORDINATE SYSTEM, WEST ZONE. CONTOURS AND ELEVATIONS ARE REFERENCED TO NGVD 1929.
- DEED AND PLAN BOOK REFERENCES ARE TO THE CUMBERLAND COUNTRY REGISTRY OF DEEDS.
- RECORD OWNERSHIP OF THE PARCEL SURVEYED CAN BE FOUND IN A DEED FROM THOMAS WATSON AND JOHN R. WATSON TO 104 GRANT STREET, LLC DATED DECEMBER 14, 2002 AND RECORDED IN DEED BOOK 18632, PAGE 158.
- REFERENCE IS MADE TO THE FOLLOWING PLANS:
 - "PLAN OF DEERING PASTURE" RECORDED MARCH 17, 1873 AT CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 3, PAGE 37.
 - "SURVEY OF LAND OF MIKE FINK AT 78-80 MELLON STREET & 98 GRANT STREET, PORTLAND, MAINE" DATED OCTOBER 30, 1981 AND RECORDED AT CUMBERLAND COUNTY REGISTRY OF DEEDS IN PLAN BOOK 69, PAGE 1.
 - "LAND TITLE SURVEY, PLAN OF PROPERTY, 111 SHERMAN STREET, PORTLAND, MAINE, MADE FOR YORK-CUMBERLAND HOUSING DEVELOPMENT CORPORATION" BY TITCOMB ASSOCIATES DATED JULY 25, 1989. UNRECORDED.
 - "CITY OF PORTLAND VALUATION SHEET" ON FILE AT THE CITY OF PORTLAND ENGINEERING DEPARTMENT.
 - VARIOUS STREET LINE SHEETS ON FILE AT CITY OF PORTLAND ENGINEERING DEPARTMENT.
- THE PARCEL SURVEYED IS IDENTIFIED ON THE CITY OF PORTLAND TAX ASSESSOR'S MAP 48, BLOCK C, PARCEL 8.
- THE PARCEL SURVEYED CONTAINS 14,261 SQUARE FEET OR 0.33 ACRES.
- GRANT STREET IS AN ACCEPTED CITY STREET 60 FEET WIDE. THE LOCATION AS SHOWN IS BASED ON RECORDS ON FILE AT THE CITY OF PORTLAND ENGINEERING OFFICE AND FOUND MONUMENTS.
- THE UTILITIES SHOWN ON THIS PLAN WERE MARKED BY DIG SMART OF MAIN ON 5-9-2019 AND THEIR LOCATIONS ARE TO BE CONSIDERED APPROXIMATE. THERE MAY BE OTHER UTILITIES EXISTING THAT ARE NOT SHOWN. CONTRACTOR TO CONTACT DIG-SAFE (888)DIG-SAFE PRIOR TO ANY EXCAVATION WORK.

EASEMENTS:

- THERE ARE NO EXISTING EASEMENTS PER BOUNDARY/EXISTING CONDITIONS PLAN DATED MAY 14, 2019 BY SPURWINK SURVEYING.
- THERE ARE NO PROPOSED EASEMENTS.

CONDITIONS OF APPROVAL:

TBD

WAIVERS:

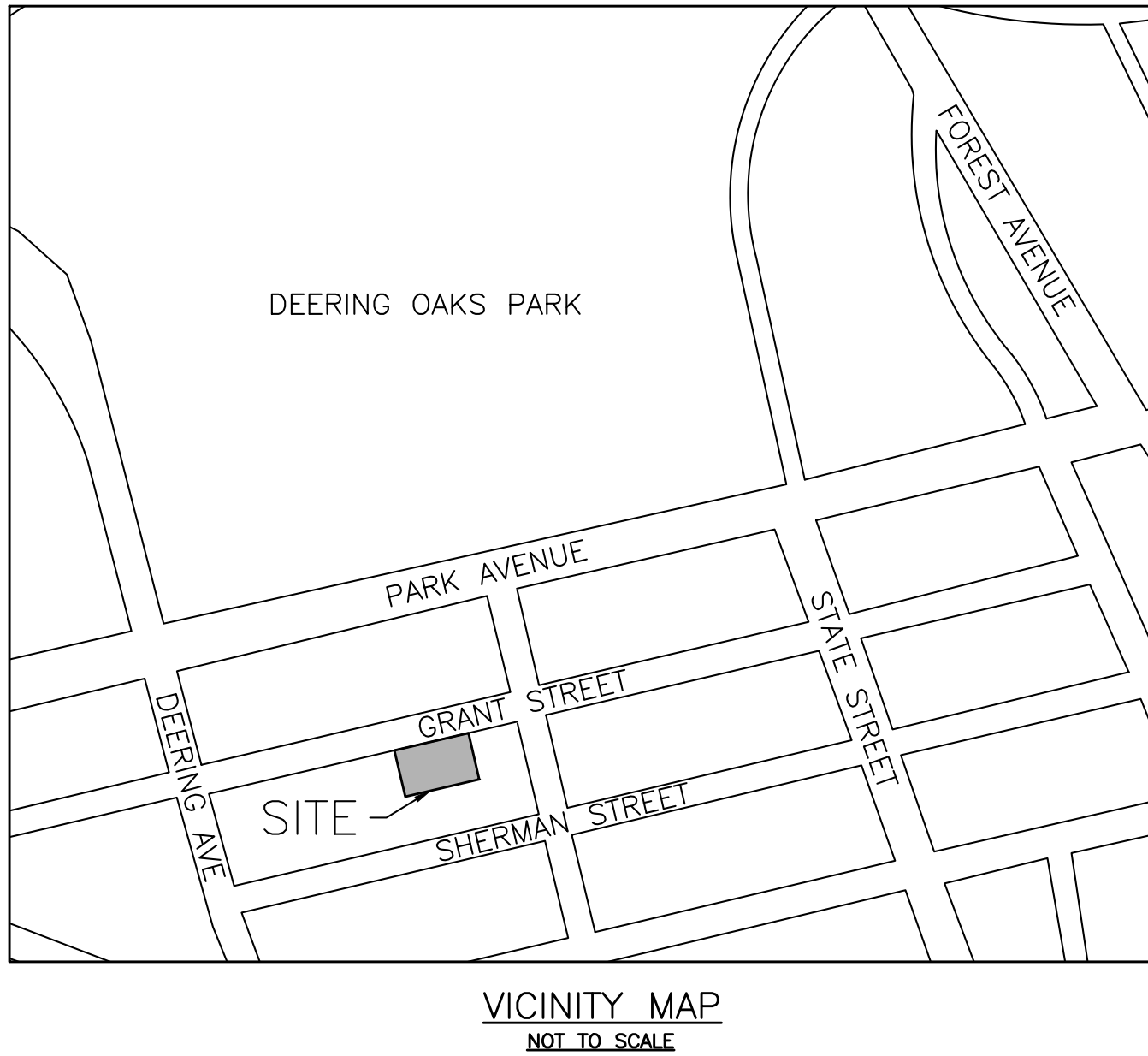
TBD

RECORDING INFORMATION
STATE OF MAINE, CUMBERLAND
COUNTY REGISTRY OF DEEDS

RECEIVED: _____
RECORDED IN _____
ATTEST: _____
REGISTRAR

APPROVED: PORTLAND PLANNING BOARD

CHAIRPERSON: _____ DATE: _____



UNIT TABULATION	
UNIT NUMBER	SIZE (SF)*
101	756
102	617
103	492
104	744
105	756
201	756
202	618
203	616
204	616
205	618
206	756
301	756
302	618
303	616
304	616
305	618
306	756
401	756
402	618
403	616
404	616
405	618
406	756

*UNIT AREA MEASURED FROM OUTSIDE OF EXTERIOR WALLS TO THE CENTER OF SHARED WALLS

5/8" REBAR FOUND	
CAPPED IRON ROD TO BE SET	
PROPERTY LINE	---
SETBACK	---
PROPOSED BUILDING	
PROPOSED PAVEMENT	
LAWN AREA	
BRICK	
SNOW STORAGE	
CURB	
STRIPING	

PARKING SUMMARY	
	# PARKING SPACES
REQUIRED	20
8.5'X18'	12
ADA (8'X18')	1
OFF-SITE LEASE	8
TOTAL PROPOSED SPACES	20

SPACE AND BULK STANDARDS			
	REQUIRED	EXISTING	PROPOSED
MINIMUM LOT SIZE	2,000 SF	14,261 SF	14,261 SF
MIN. LOT AREA / DWELLING UNIT	725 SF *	NA	620 SF
STREET FRONTAGE	20 FT	150 FT	150 FT
MIN. FRONT YARD SETBACK	1.30 FT **	0 FT	1.38 FT
MIN. REAR YARD SETBACK	10 FT	0 FT	47.43'
MIN. SIDE YARD SETBACK	5 FT	0.20 FT	11.02 FT
STRUCTURE STEPBACKS	10 FT	NA	11.02 FT
MAX. LOT COVERAGE	60%	100%	36%
MIN. LOT WIDTH	20 FT	150 FT	150 FT
MAX. HEIGHT	45 FT	14 FT	44.83 FT
LANDSCAPED OPEN SPACE	20%	< 1%	20%

* 725 SF LOT AREA / DWELLING UNIT. 25% WORKFORCE HOUSING BONUS ALLOWS 580 SF / DWELLING UNIT. 23 UNITS PROPOSED.

** 5 FT FRONT SETBACK, OR AVERAGE DEPTHS OF ADJACENT FRONT YARDS: 1.30 FT.

DEVELOPER:

WATSON RENEWAL GRANT, LLC
2 UNION ST, 5TH FLOOR
PORTLAND, MAINE 04101
CONTACT: TODD ALEXANDER

CIVIL/SITE ENGINEER:

ACORN ENGINEERING, INC.
65 HANOVER STREET
PORTLAND, MAINE 04101
CONTACT: WILL SAVAGE, P.E.

SURVEYOR

SPURWINK SURVEYING
182 SPURWINK ROAD
SCARBOROUGH, MAINE 04074
CONTACT: JAMES A. MULLEN, P.L.S.

THIS SURVEY CONFORMS TO THE CURRENT STANDARDS OF PRACTICE SET FORTH BY THE MAINE STATE BOARD OF LICENSURE FOR LAND SURVEYORS.

JAMES A. MULLEN, MAINE P.L.S. #2028 DATE: _____
SPURWINK SURVEYING



ISSUED FOR	BY
LEVEL III APP.	WHS
COMMENT RESPONSE	WHS
COMMENT RESPONSE 2	WHS

DRAWING NAME: SUBDIVISION PLAT - 104 GRANT STREET PORTLAND, ME 04101

PROJECT NAME: 104 GRANT ST. REDEVELOPMENT

CLIENT: WATSON RENEWAL GRANT, LLC
2 UNION STREET, PORTLAND, MAINE 04101

ACORN ENGINEERING, INC.

THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM ACORN ENGINEERING, INC. ANY ALTERATIONS AUTHORIZED BY ACORN ENGINEERING, INC. SHALL BE INDICATED BY A REVISION TABLE WITHOUT LIABILITY TO ACORN ENGINEERING, INC.

PO BOX 3372, PORTLAND MAINE 04104
(207) 775-2655

FILE: 1093.3_CIVIL

JN: 1093.3

SCALE: AS NOTED

DESIGNED BY: SUL

DRAWN BY: KRB

CHECKED BY: WHS



DRAWING NO.
PLAT

GENERAL NOTES:

1. ALL BRICK SIDEWALK AND VERTICAL GRANITE CURB TO BE REPLACED SHALL BE REBUILT TO CITY OF PORTLAND STANDARD.
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 OFFSITE.
4. CURB TO BE REMOVED, STOCKPILED AND RESET IN ACCORDANCE WITH DETAIL. BROKEN CURB SHALL BE PROPERLY DISPOSED OF AND SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
5. ALL RAMPS TO CONFORM TO ADA GUIDELINES. SLOPE SHALL NOT EXCEED 1 INCH PER FOOT.
6. ALL SITE SIGNAGE TO COMPLY WITH MUTCD AND/OR CITY OF PORTLAND STANDARDS. CONTRACTOR TO COORDINATE AND INSTALL.
7. FOLLOWING COMPLETION OF CONSTRUCTION, THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND MANAGEMENT OF DRIVEWAYS, SITE LIGHTING, TRASH REMOVAL AND SNOW REMOVAL.

SPACE AND BULK STANDARDS

	REQUIRED	EXISTING	PROPOSED
MINIMUM LOT SIZE	2,000 SF	14,261 SF	14,261 SF
MIN. LOT AREA / DWELLING UNIT	725 SF *	NA	620 SF
STREET FRONTAGE	20 FT	150 FT	150 FT
MIN. FRONT YARD SETBACK	1.30 FT **	0 FT	1.38 FT
MIN. REAR YARD SETBACK	10 FT	0 FT	47.43'
MIN. SIDE YARD SETBACK	5 FT	0.20 FT	11.02 FT
STRUCTURE STEPBACKS	10 FT	NA	11.02 FT
MAX. LOT COVERAGE	60%	100%	36%
MIN. LOT WIDTH	20 FT	150 FT	150 FT
MAX. HEIGHT	45 FT	14 FT	44.96 FT
LANDSCAPED OPEN SPACE	20%	< 1%	20%

* 725 SF LOT AREA / DWELLING UNIT. 25% WORKFORCE HOUSING BONUS ALLOWS 580 SF / DWELLING UNIT. 23 UNITS PROPOSED.

** 5 FT FRONT SETBACK, OR AVERAGE DEPTHS OF ADJACENT FRONT YARDS: 1.30 FT.

PARKING SUMMARY

	# PARKING SPACES
REQUIRED	20
8.5'x18'	11
ADA (8'x18')	1
OFF-SITE LEASE	8
TOTAL PROPOSED SPACES	20

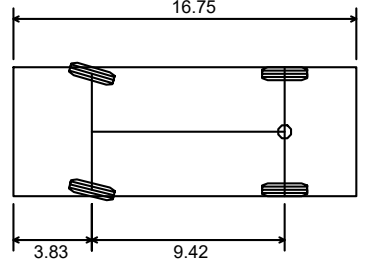
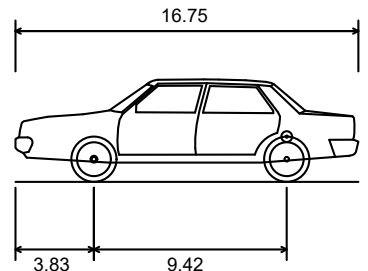
* SEE VEHICLE TRACKING DETAILS FOR MAX WHEELBASE AND LENGTH.

PLANT SCHEDULE

ID	BOTANICAL NAME	COMMON NAME	QTY	SIZE
TREES				
GT	GLEDITSIA TRIACANTHOS	HONEYLOCUST	2	6"-12'
RF	CERCIS CANADENSIS 'RUBY FALLS'	RUBY FALLS REDBUD	1	6"-8'
CC	CERCIS CANADENSIS	EASTERN REDBUD	1	30'
SHRUBS				
CS	CORNUS SERICEA	REDTWIG DOGWOOD	1	5 GAL
JC	JUNIPERUS CHINENSIS	BLUE POINT JUNIPER	7	5' TALL
PERENNIALS				
RH	RUDBECKIA HIRTA	BLACK-EYED SUSAN	9	1 GAL
SS	SLVIA SYLVESTRIS	SAGE 'MAY NIGHT'	9	1 GAL
GRASSES AND GROUND COVER				
LM	LIRIOPE MUSCARI 'VARIEGATA'	VARIEGATA LILY TURF	120	1 GAL
EF	EUONYMUS FORTUNE 'COLORATA'	PURPLE WINTER CREEPER	60	1 GAL
PQ	PARHENOCISSUS QUINQUEFOLIA	VIRGINIA CREEPER	15	1 GAL

Vehicle Tracking Vehicle Details

Vehicle Name:	Architectural
Type:	Passenger car
Overall Length	16.750ft
Overall Width	6.300ft
Overall Body Height	5.003ft
Min Body Ground Clearance	0.939ft
Curb to Curb Turning Radius	20.000ft



SCALE: 1"=10'

PERMIT LEVEL
NOT ISSUED FOR
CONSTRUCTION

ISSUED FOR	BY
PRELIMINARY SET	WHS
LEVEL III APP.	WHS
COMMENT RESPONSE	WHS
COMMENT RESPONSE 2	WHS

SITE & LANDSCAPE PLAN

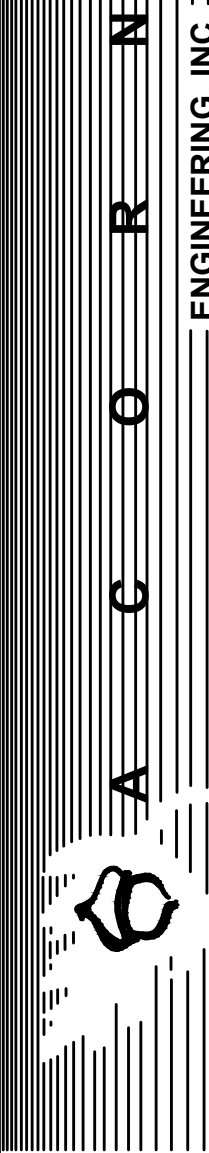
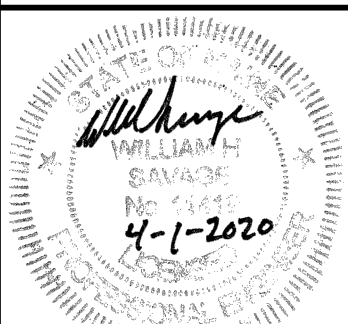
104 GRANT ST. REDEVELOPMENT

WATSON RENEWAL GRANT, LLC
2 UNION STREET, PORTLAND, MAINE 04101

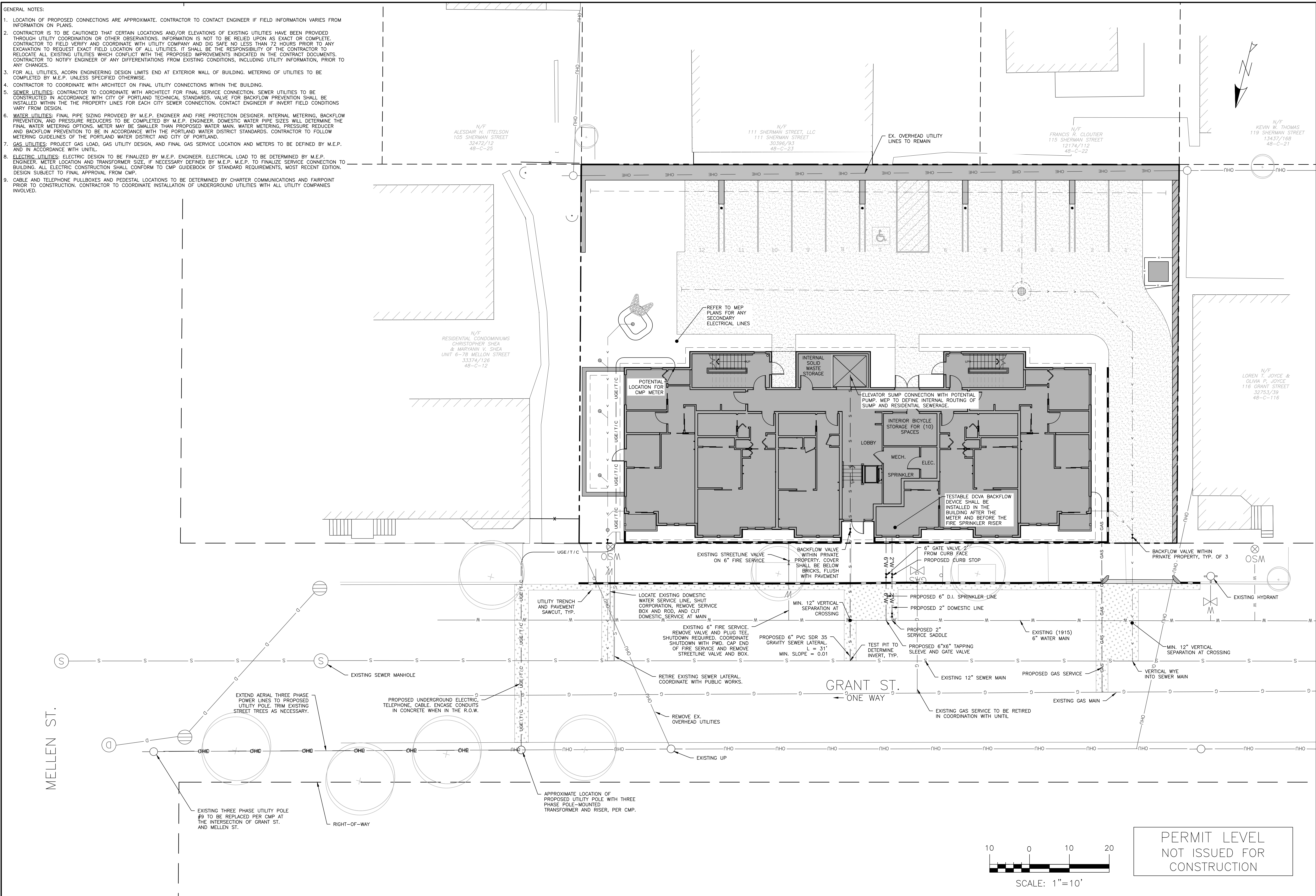
DRAWING NAME:

PROJECT NAME:

CLIENT:

FILE: 1093.3_CIVIL
JN: 1093.3
SCALE: AS NOTED
DESIGNED BY: SJL
DRAWN BY: KRB
CHECKED BY: WHSDRAWING NO.
C-10

1. LOCATION OF PROPOSED CONNECTIONS ARE APPROXIMATE. CONTRACTOR TO CONTACT ENGINEER IF FIELD INFORMATION VARIES FROM INFORMATION ON PLANS.
2. CONTRACTOR IS TO BE CAUTIONED THAT CERTAIN LOCATIONS AND/OR ELEVATIONS OF EXISTING UTILITIES HAVE BEEN PROVIDED THROUGH UTILITY COORDINATION OR OTHER OBSERVATIONS. INFORMATION IS NOT TO BE RELIED UPON AS EXACT OR COMPLETE. CONTRACTOR TO VERIFY LOCATION AND COORDINATE WITH UTILITY COMPANY AND DIG SAFE NO LESS THAN 72 HOURS PRIOR TO ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF ALL UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS INDICATED IN THE CONTRACT DOCUMENTS. CONTRACTOR TO NOTIFY ENGINEER OF ANY DIFFERENTIATIONS FROM EXISTING CONDITIONS, INCLUDING UTILITY INFORMATION, PRIOR TO ANY CHANGES.
3. FOR ALL UTILITIES, CROWN ENGINEERING DESIGN LIMITS END AT EXTERIOR WALL OF BUILDING. METERING OF UTILITIES TO BE COMPLETED BY M.E.P. UNLESS SPECIFIED OTHERWISE.
4. CONTRACTOR TO COORDINATE WITH ARCHITECT ON FINAL UTILITY CONNECTIONS WITHIN THE BUILDING.
5. SEWER UTILITIES: CONTRACTOR TO COORDINATE WITH ARCHITECT FOR FINAL SERVICE CONNECTION, SEWER UTILITIES TO BE CONSTRUCTED IN ACCORDANCE WITH CITY OF PORTLAND TECHNICAL STANDARDS. VALVE FOR BACKFLOW PREVENTION SHALL BE INSTALLED WITHIN THE PROPERTY LINES FOR EACH CITY SEWER CONNECTION. CONTRACT ENGINEER IF INVERT FIELD CONDITIONS VARY FROM DESIGN.
6. WATER UTILITIES: FINAL PIPE SIZING PROVIDED BY M.E.P. ENGINEER AND FIRE PROTECTION DESIGNER. INTERNAL METERING, BACKFLOW PREVENTION, AND PRESSURE REDUCERS TO BE COMPLETED BY M.E.P. ENGINEER. DOMESTIC WATER PIPE SIZES WILL DETERMINE THE METER AND METER OPTION. METER SHALL BE SMALLER THAN PROPOSED WATER MAIN. WATER METERING, PRESSURE REDUCER AND BACKFLOW PREVENTION TO BE IN ACCORDANCE WITH THE PORTLAND WATER DISTRICT STANDARDS. CONTRACTOR TO FOLLOW METERING GUIDELINES OF THE PORTLAND WATER DISTRICT AND CITY OF PORTLAND.
7. GAS UTILITIES: PROJECT GAS LOAD, GAS UTILITY DESIGN, AND FINAL GAS SERVICE LOCATION AND METERS TO BE DEFINED BY M.E.P. AND IN ACCORDANCE WITH UTILITY.
8. ELECTRICAL DESIGN: DESIGN TO BE FINALIZED BY M.E.P. ENGINEER. ELECTRICAL LOAD TO BE DETERMINED BY M.E.P. ENGINEER. METER LOCATION AND TRANSFORMER SIZE, IF NECESSARY DEFINED BY M.E.P. M.E.P. TO FINALIZE SERVICE CONNECTION TO BUILDING. ALL ELECTRIC CONSTRUCTION SHALL CONFORM TO CMP GUIDEBOOK OF STANDARD REQUIREMENTS, MOST RECENT EDITION. DESIGN SUBJECT TO FINAL APPROVAL FROM CMP.
9. CABLE AND TELEPHONE PULLBOXES AND PEDESTAL LOCATIONS TO BE DETERMINED BY CHARTER COMMUNICATIONS AND FAIRPOINT FIBER CONSTRUCTION. CONTRACTOR TO COORDINATE INSTALLATION OF UNDERGROUND UTILITIES WITH ALL UTILITY COMPANIES INVOLVED.

[illegible]

UTILITY PLAN

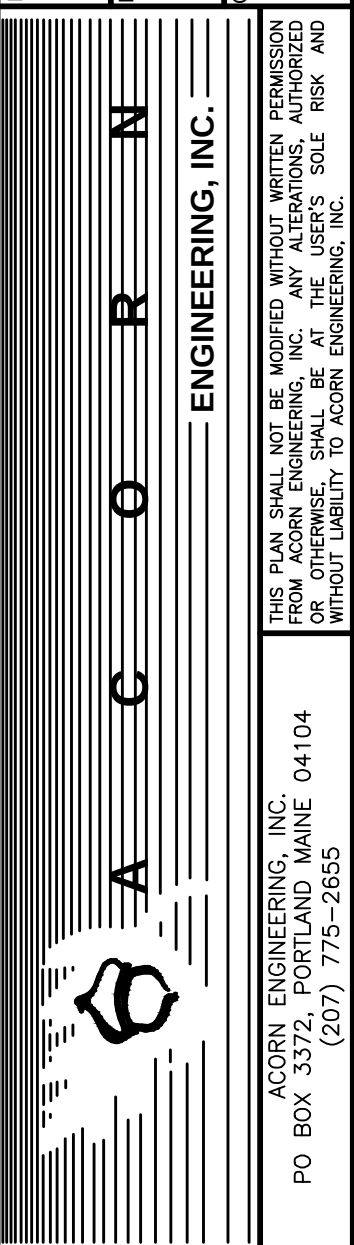
104 GRANT ST. REDEVELOPMENT

WATSON RENEWAL GRANT, LLC
2 UNION STREET, PORTLAND, MAINE 04101

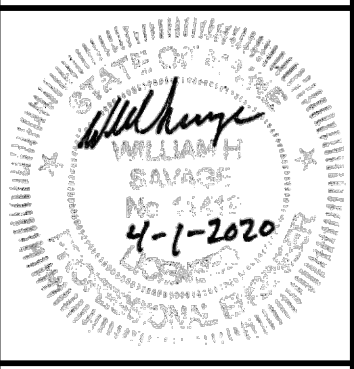
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PROJECT NAME:

CLIENT:



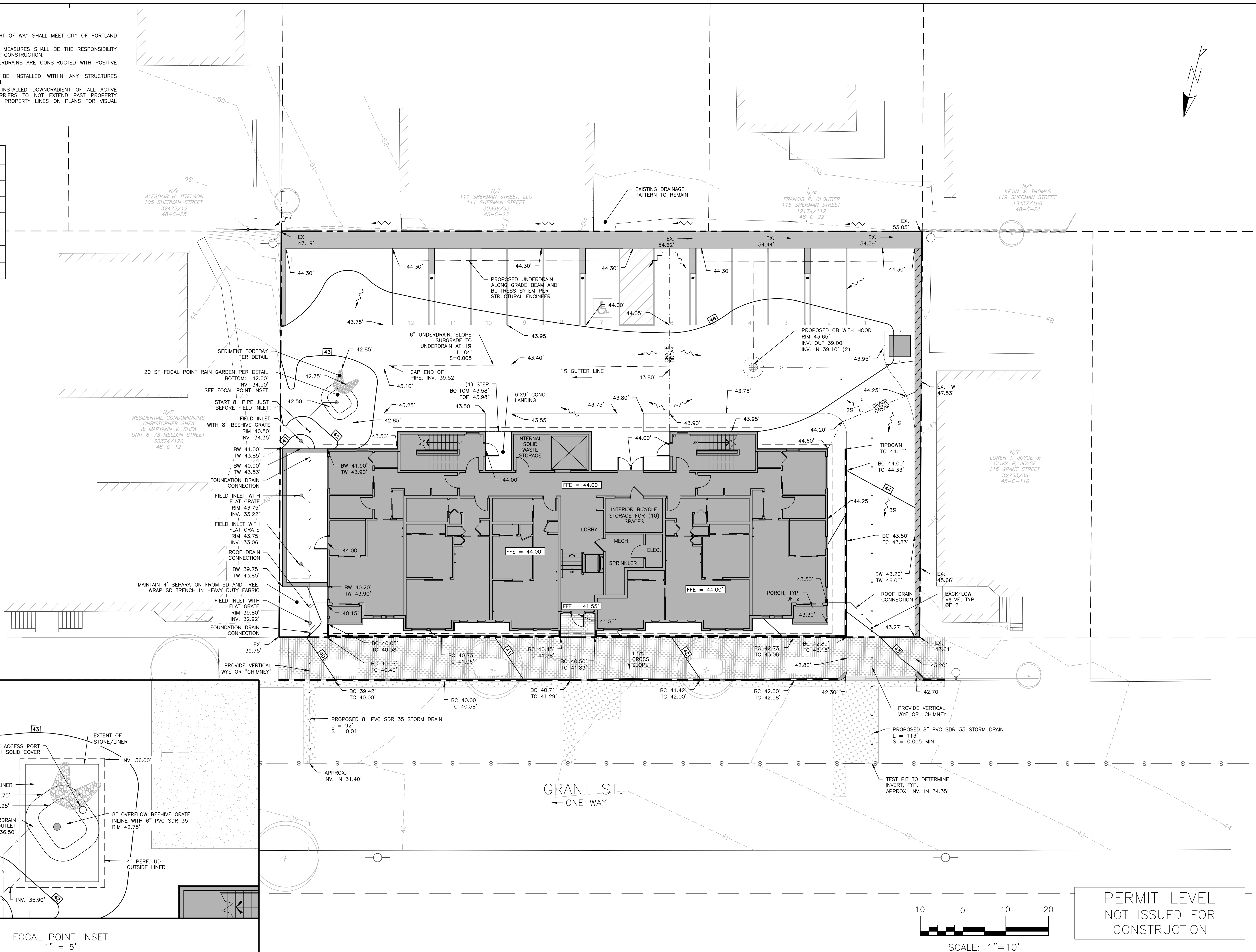
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JN:	1093.3
SCALE:	AS NOTED
DESIGNED BY:	SJL
DRAWN BY:	KRB
CHECKED BY:	WHS



DRAWING NO.
C-20

1. ALL WORK WITHIN THE CITY STREET RIGHT OF WAY SHALL MEET CITY OF PORTLAND TECHNICAL MANUAL STANDARDS.
2. DESIGN OF TEMPORARY SOIL RESTRAINT MEASURES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR IF NECESSARY FOR CONSTRUCTION.
3. CONTRACTOR SHALL ENSURE THAT UNDERDRAINS ARE CONSTRUCTED WITH POSITIVE SLOPE TO PROPOSED COLLECTIONS.
4. CATCH BASIN INLET PROTECTION TO BE INSTALLED WITHIN ANY STRUCTURES DOWNDRAINAGE OF ACTIVE CONSTRUCTION.
5. SEDIMENTATION BARRIERS ARE TO BE INSTALLED DOWNDRAINAGE OF ALL ACTIVE CONSTRUCTION WORK PER DETAIL. BARRIERS TO NOT EXTEND PAST PROPERTY LINE BARRIERS SHOWN OFFSET FROM PROPERTY LINES ON PLANS FOR VISUAL PURPOSES ONLY.

AVERAGE GRADES AND BUILDING HEIGHT	
NORTHEAST CORNER ELEVATION	40.15'
SOUTHEAST CORNER ELEVATION	41.90'
SOUTHWEST CORNER ELEVATION	44.60'
NORTHWEST CORNER ELEVATION	43.50'
AVERAGE GRADE PLANE	42.54'
ELEVATION AT ROOF	87.50'
BUILDING HEIGHT	44.96'

[illegible]

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104 GRANT ST. REDEVELOPMENT

WATSON RENEWAL GRANT, LLC
2 UNION STREET, PORTLAND, MAINE 04101

DRAWING NAME:

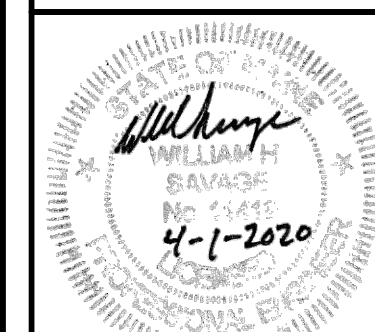
PROJECT NAME:

CLIENT:

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

FILE:	1093.3_CIVIL
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SCALE:	AS NOTED
DESIGNED BY:	SJL
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CHECKED BY:	WHS



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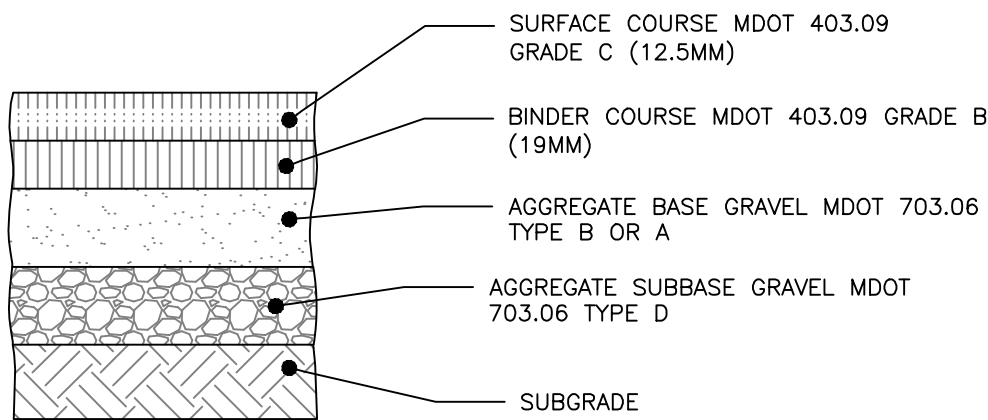
C-30

PAVEMENT PROFILE DESIGNED BY GEOTECHNICAL ENGINEER. SUBGRADE SHALL BE INSPECTED PRIOR TO AND DURING PROOF ROLL. TRIAXIAL GEOGRID MAY BE WARRANTED BETWEEN BASE AND SUBGRADE LAYERS UPON THE RECOMMENDATION OF THE GEOTECHNICAL ENGINEER.

NOTE:
COMPACT SUBGRADE AND BASE LAYERS TO 95% MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D-1557

THICKNESS OF LAYERS	
STANDARD	LAYERS
1"	SURFACE COURSE MDOT 403.09 GRADE C (12.5mm)
2"	BINDER COURSE MDOT 403.09 GRADE B (19mm)
6"	AGGREGATE BASE GRAVEL MDOT 703.06 TYPE B OR A

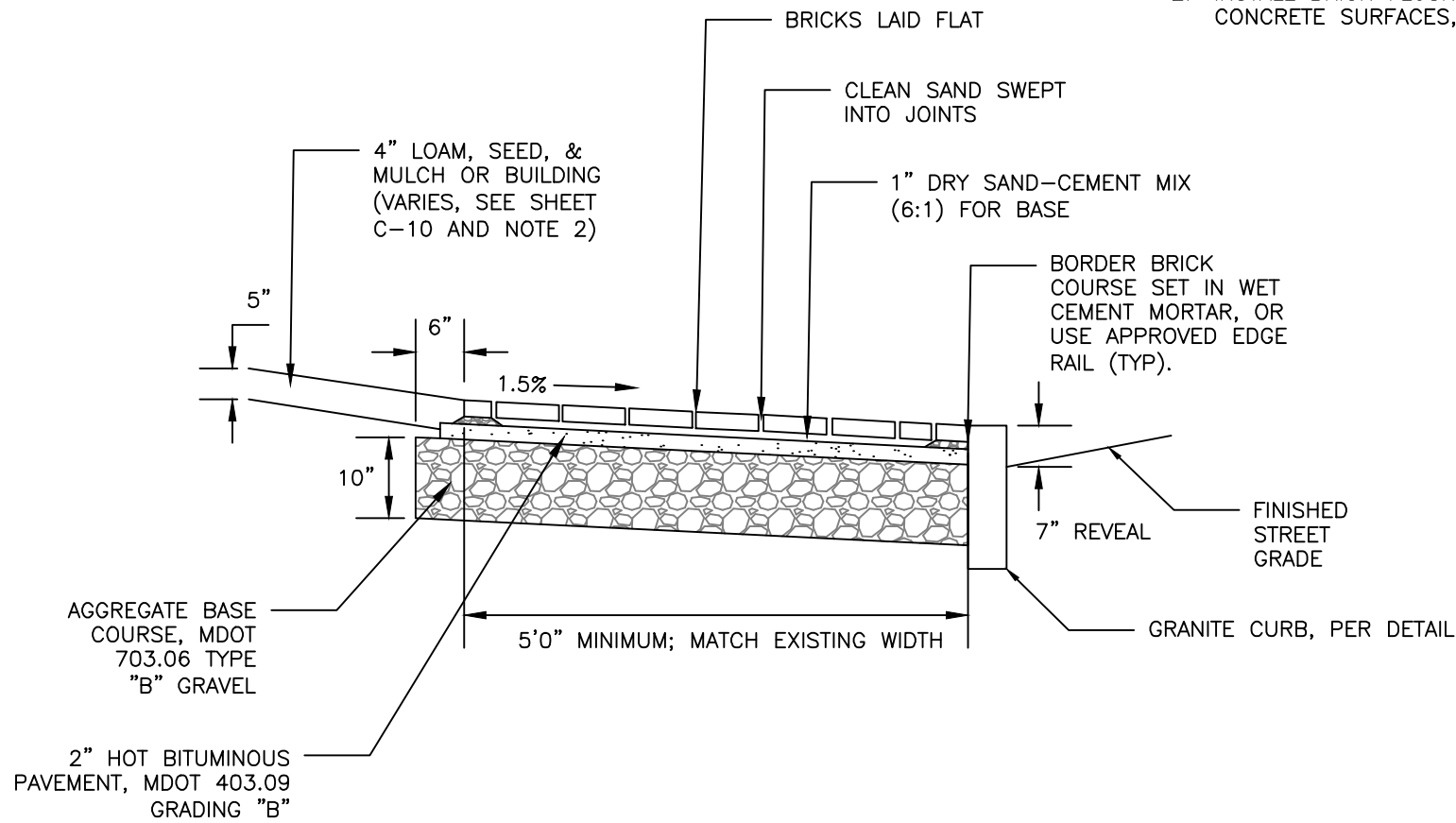
INTERNAL BITUMINOUS PAVEMENT PROFILE
NOT TO SCALE



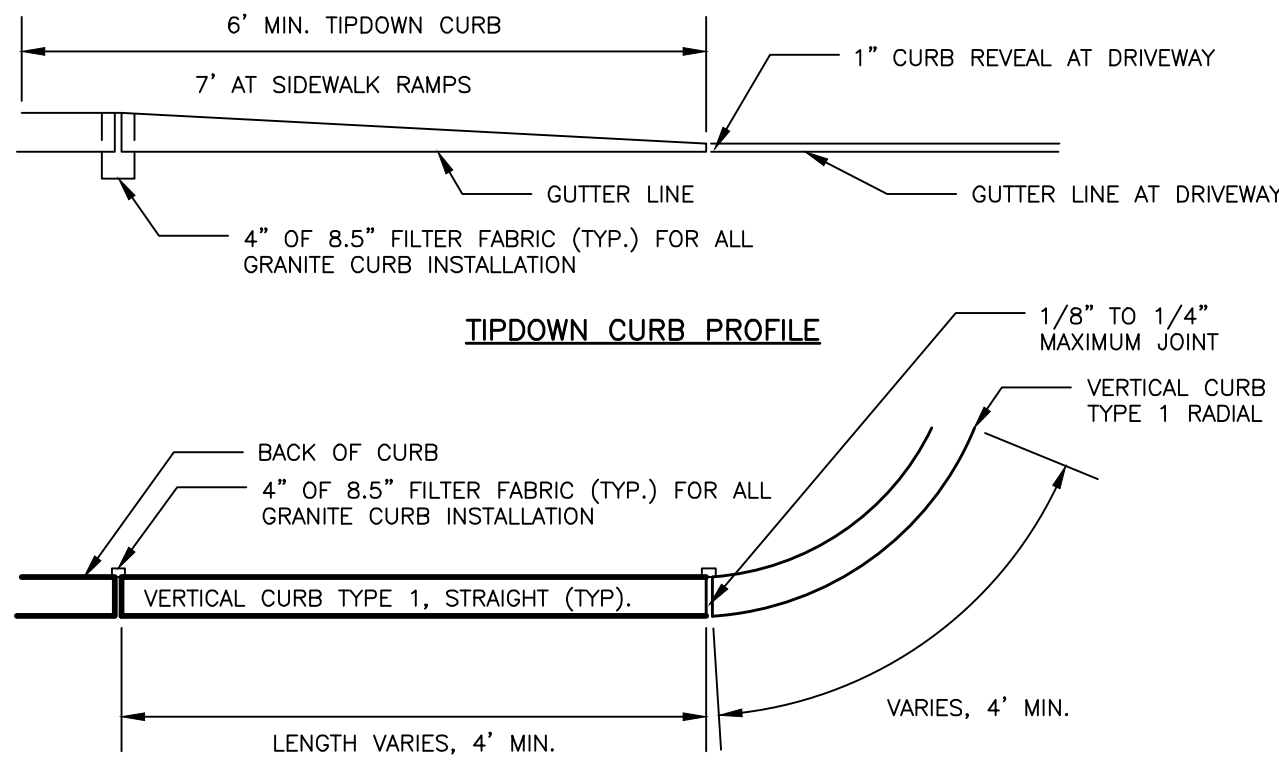
NOTE:
COMPACT SUBGRADE TO 95% MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D-1557

THICKNESS OF LAYERS	
STANDARD	LAYERS
1-1/2"	SURFACE COURSE MDOT 403.09 GRADE C (12.5mm)
2"	BINDER COURSE MDOT 403.09 GRADE B (19mm)
3"	AGGREGATE BASE GRAVEL MDOT 703.06 TYPE B OR A
15"	AGGREGATE SUBBASE GRAVEL MDOT 703.06 TYPE D

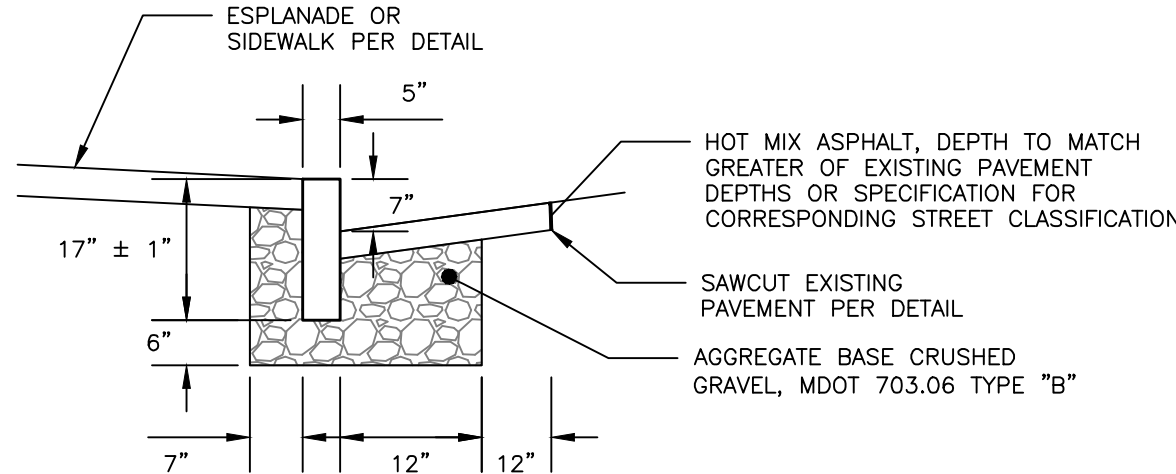
BITUMINOUS PAVEMENT PROFILE:
GRANT STREET
NOT TO SCALE



BRICK SIDEWALK WITH BITUMINOUS BASE DETAIL
NOT TO SCALE



VERTICAL GRANITE CURB PLAN VIEW



VERTICAL GRANITE CURB CROSS SECTION

NOTES:

1. CURB SHALL BE RESET IN ACCORDANCE WITH MDOT 609.08 WITH THE EXCEPTION OF CURB SPACING TO BE INSTALLED PER DETAIL.

VERTICAL GRANITE CURB AND TIPDOWN INSTALLATION
IN EXISTING STREETS DETAIL

NOT TO SCALE

NOTES:

1. BRICKS TO BE USED:

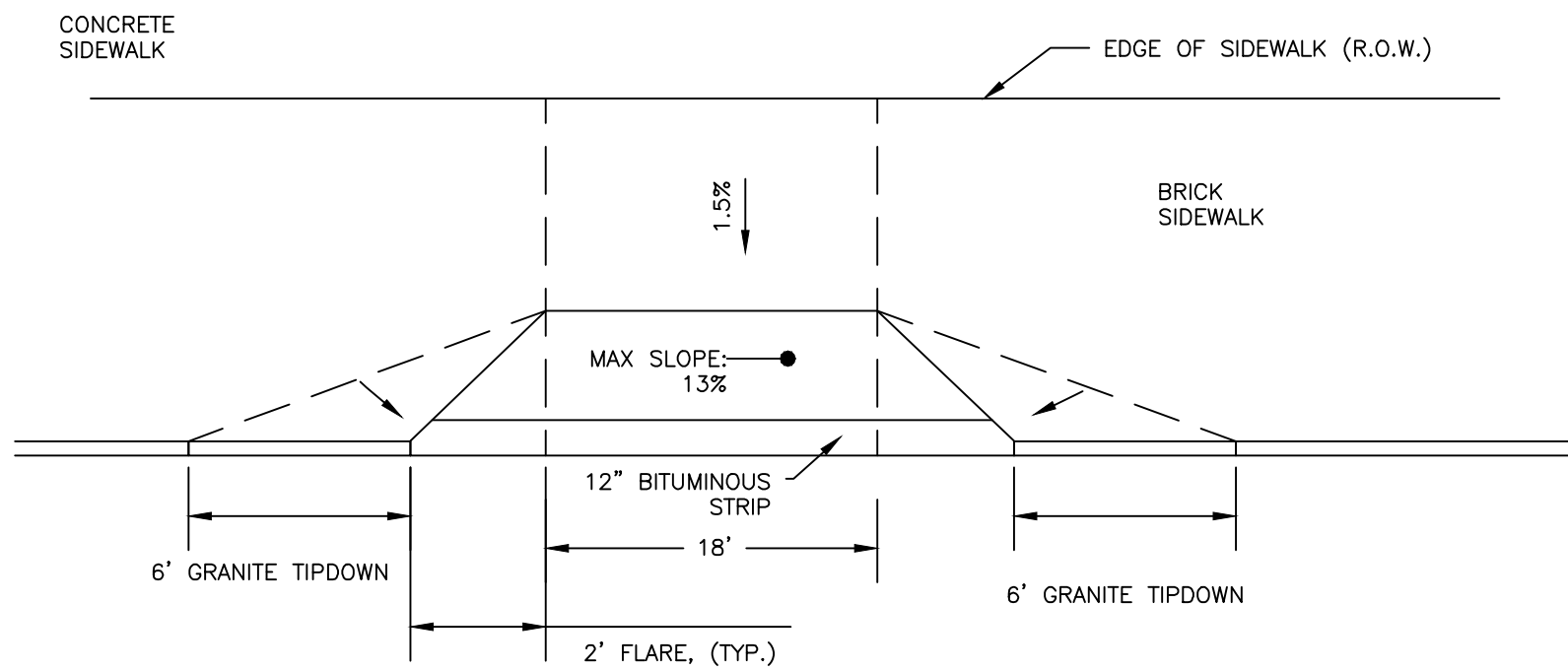
NEW CONSTRUCTION:
4"x8" PINE HALL PATHWAY PAVEMENT BRICK; MFG. BY PINE HALL BRICK CO., MADISON, NORTH CAROLINA. LACHANCE ITEM #193623; PINE HALL PATHWAY PAVEMENT BRICK.

REPAIR/MAINTENANCE TO EXISTING BRICK SIDEWALKS:
VERMONT BACKER SUPPLIED BY GAGNE AND SONS SPECIFICATION NUMBER: "VERMONT PAVEMENT BRICK", ITEM NUMBER #VBBB

2. INSTALL BRICK FLUSH UP TO BUILDING, PAVEMENT, STAIRS, CONCRETE SURFACES, CURB OR LANDSCAPED AREAS.

NOTES:

1. REFER TO GRADING, DRAINAGE AND EROSION CONTROL PLAN FOR SITE GRADING
2. REFER TO BRICK DRIVEWAY APRON WITH BITUMINOUS BASE DETAIL FOR APRON CROSS-SECTION
3. MATCH EXISTING GRADE AT R.O.W. LINE.
4. IF MATCHING THE EXISTING GRADE AT R.O.W. CAUSES APRON SLOPE TO EXCEED RECOMMENDED %, SIDEWALK TRANSITION AREA MAY BE ADDED, BUT SHALL NOT EXCEED 8.33%.
5. ALL MATERIALS SHALL COMPLY WITH CITY'S SIDEWALK AND DRIVEWAY MATERIAL POLICY.

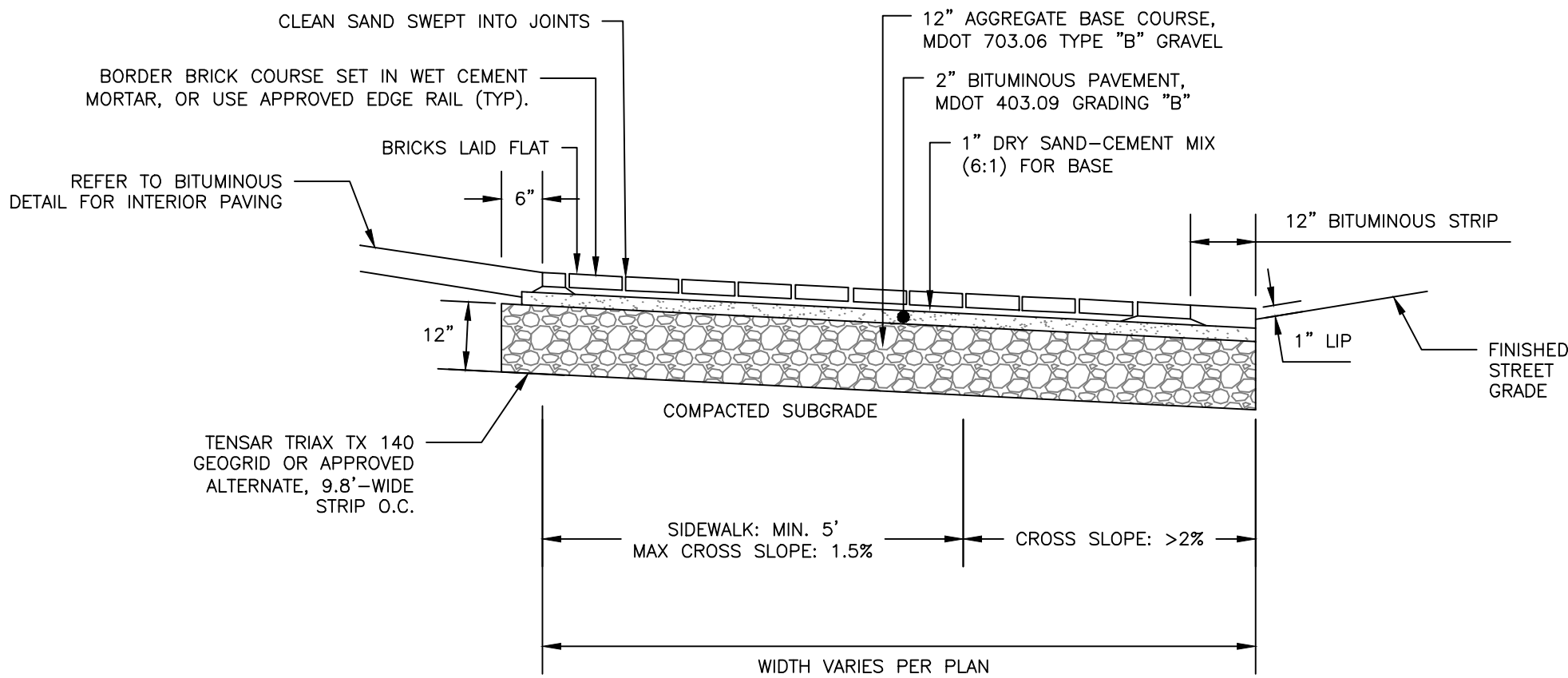


DRIVEWAY APRON LAYOUT DETAIL
NOT TO SCALE

BRICKS TO BE USED:

NEW CONSTRUCTION:
4"x8" PINE HALL PATHWAY PAVEMENT BRICK; MFG. BY PINE HALL BRICK CO., MADISON, NORTH CAROLINA. LACHANCE ITEM #193623; PINE HALL PATHWAY PAVEMENT BRICK.

REPAIR/MAINTENANCE TO EXISTING BRICK SIDEWALKS:
VERMONT PAVEMENT; SUPPLIED BY GAGNE AND SONS. SPECIFICATION NUMBER: "VERMONT BACKER BRICK", ITEM NUMBER # VBBB



BRICK DRIVEWAY APRON WITH BITUMINOUS BASE DETAIL
NOT TO SCALE

PERMIT LEVEL
NOT ISSUED FOR
CONSTRUCTION

ISSUED FOR	BY
PRELIMINARY SET	WHS
LEVEL III APP.	WHS
COMMENT RESPONSE 1	WHS
COMMENT RESPONSE 2	WHS
COMMENT RESPONSE 3	WHS
COMMENT RESPONSE 4	WHS
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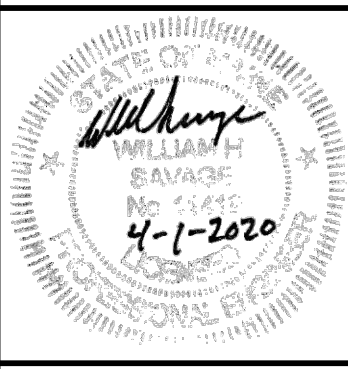
DRAWING NAME:	SITE DETAILS - 1
PROJECT NAME:	104 GRANT ST. REDEVELOPMENT
CLIENT:	WATSON RENEWAL GRANT, LLC 2 UNION STREET, PORTLAND, MAINE 04101

ACORN ENGINEERING, INC.
ENGINEERING, INC.

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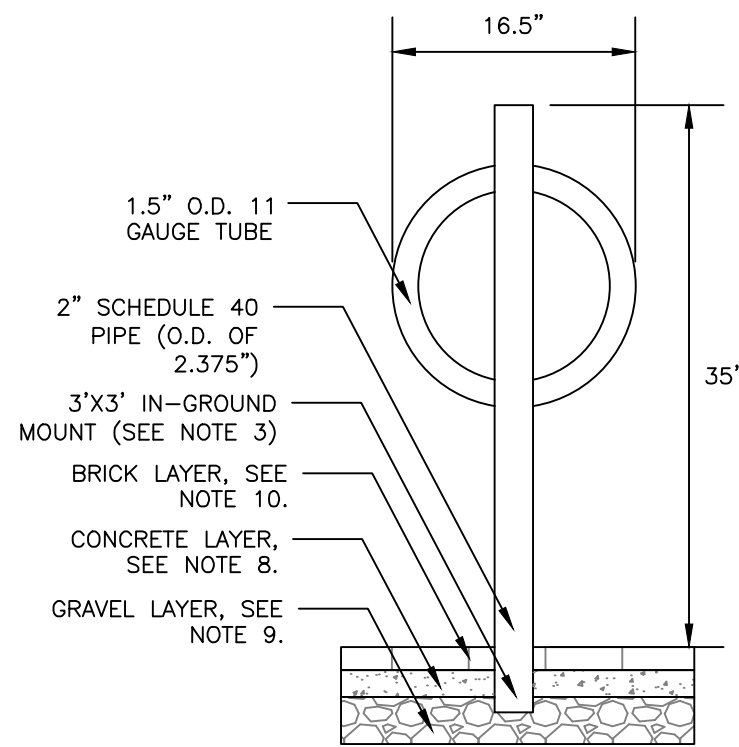
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DESIGNED BY:	SUL
DRAWN BY:	KRB
CHECKED BY:	WHS



DRAWING NO.	C-40
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NOTES:

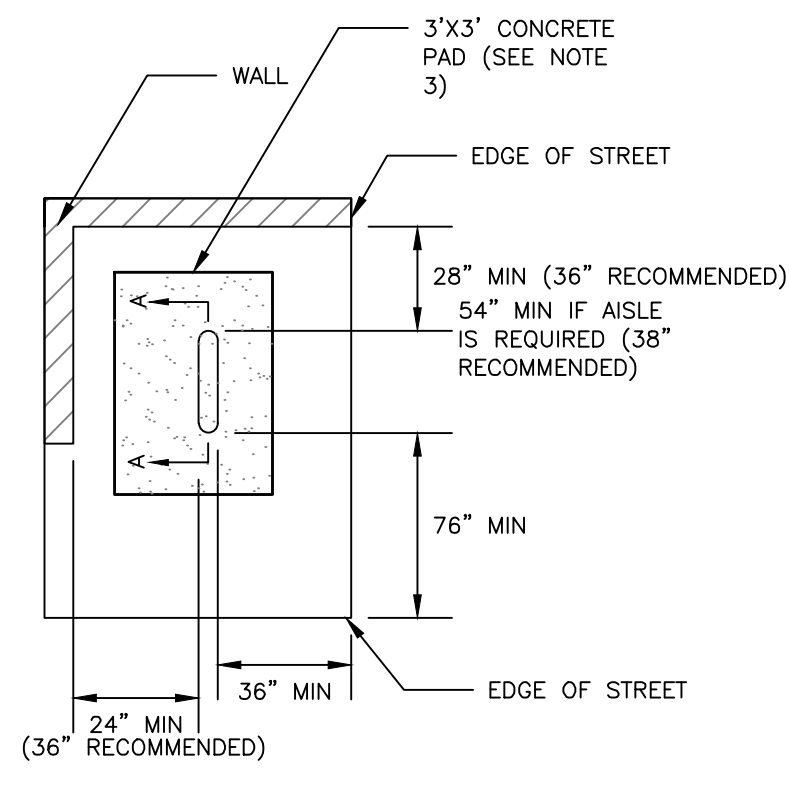
1. BICYCLE RACK SHALL HAVE CAPACITY FOR TWO BICYCLES.
2. BICYCLE RACK PARTS SHALL BE OF UNIFORM COLOR AND SHALL BE FINISHED IN ACCORDANCE WITH PRODUCT SPECIFICATION. PER CITY OF PORTLAND TECHNICAL STANDARDS ALL BICYCLE RACKS WITHIN THE RIGHT-OF-WAY SHALL MATCH THE FURNITURE COLOR FOR THAT LOCATION AS DESCRIBED IN THE MUNICIPAL LIGHTING STANDARDS; IF NO DESIGNATED COLOR FOR THAT AREA EXISTS, BICYCLE RACKS SHALL BE BLACK.
3. BICYCLE RACK SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S MOST RECENT INSTALLATION RECOMMENDATIONS, AND SHALL BE INSTALLED WITH AN IN-GROUND MOUNT UNLESS OTHERWISE APPROVED BY ENGINEER.
4. BICYCLE RACK SHALL BE "DERO BIKE HITCH", AS MANUFACTURED BY DERO BIKE RACKS.
5. MINIMUM OFFSETS SHOWN. MANUFACTURER'S RECOMMENDED OFFSETS SHALL BE ENFORCED WHERE POSSIBLE.
6. MINIMUM DISTANCE BETWEEN BICYCLE RACKS SHALL BE 24". RECOMMENDED DISTANCE BETWEEN BICYCLE RACKS SHALL BE 36".
7. ALL OFFSETS ARE FROM OUTSIDE EDGES OF ITEMS.
8. CONCRETE SHALL BE 4000 PSI @28 DAYS. BOTTOM OF CONCRETE SHALL BE AT TOP OF SIDEWALK GRAVEL ELEVATION. DEPTH VARIES APPROX. 4"-7".
9. GRAVEL LAYER SHALL BE INSTALLED IN ACCORDANCE WITH BRICK SIDEWALK WITH BITUMINOUS BASE DETAIL, AND SHALL BE MAINTDOT 703.06 TYPE B.
10. TOP OF BRICK LAYER SHALL BE AT SAME ELEVATION IN ACCORDANCE WITH BRICK SIDEWALK DETAIL.



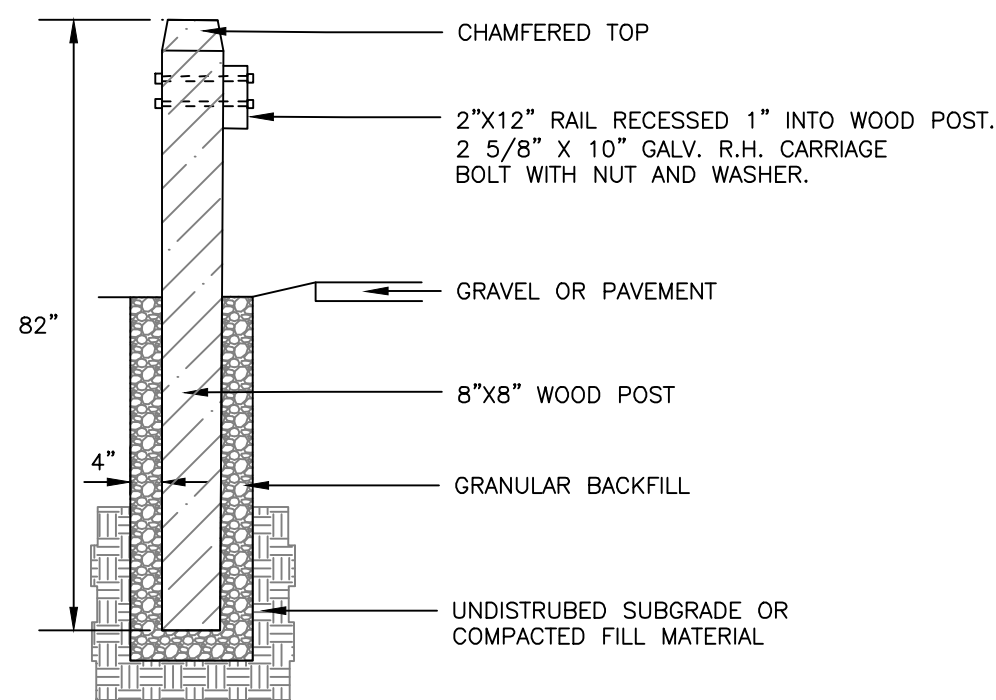
SECTION A-A

BICYCLE RACK DETAIL

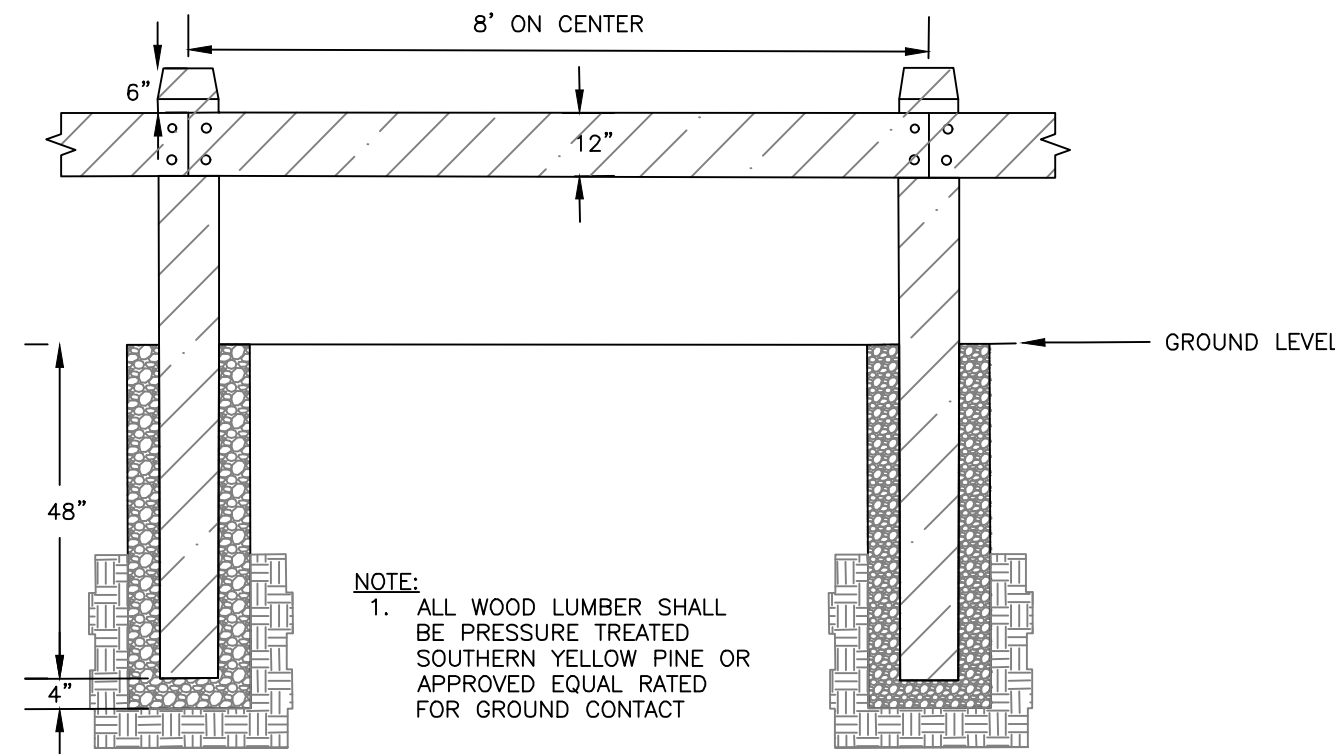
NOT TO SCALE



PLAN VIEW



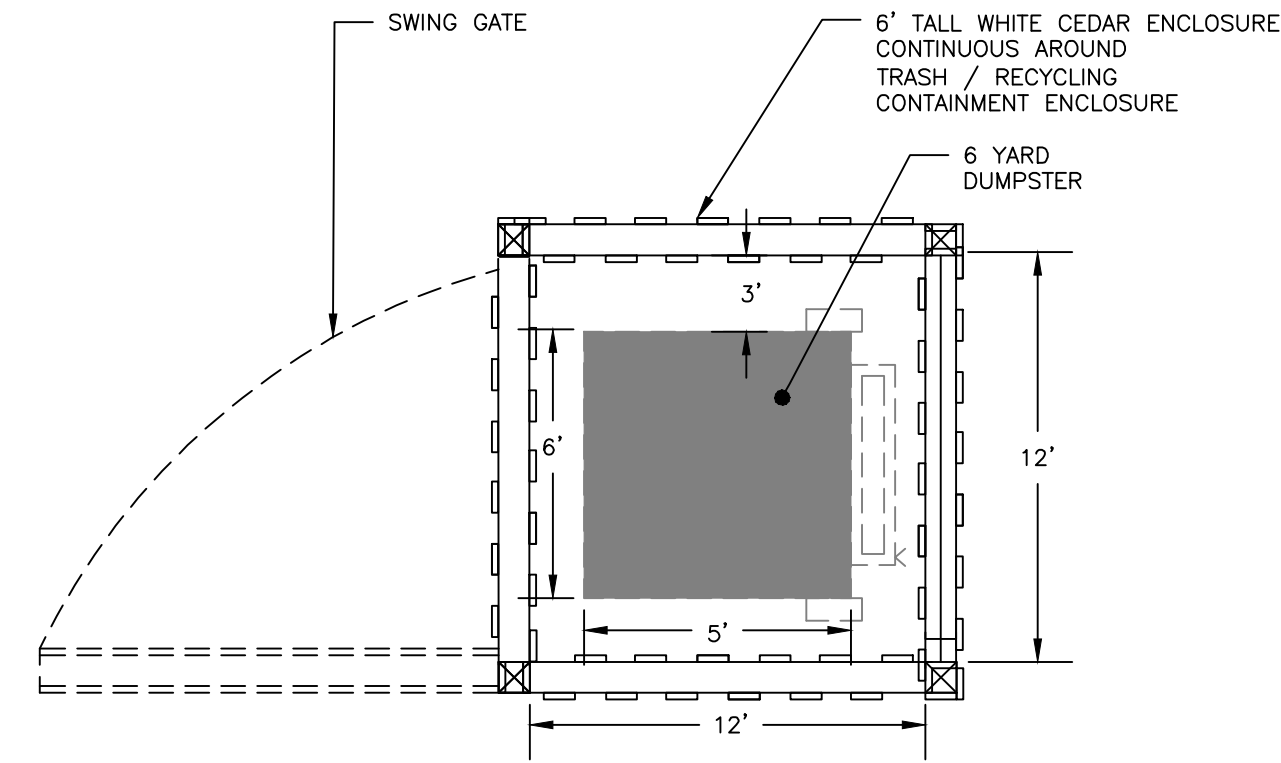
SIDE ELEVATION



FRONT ELEVATION

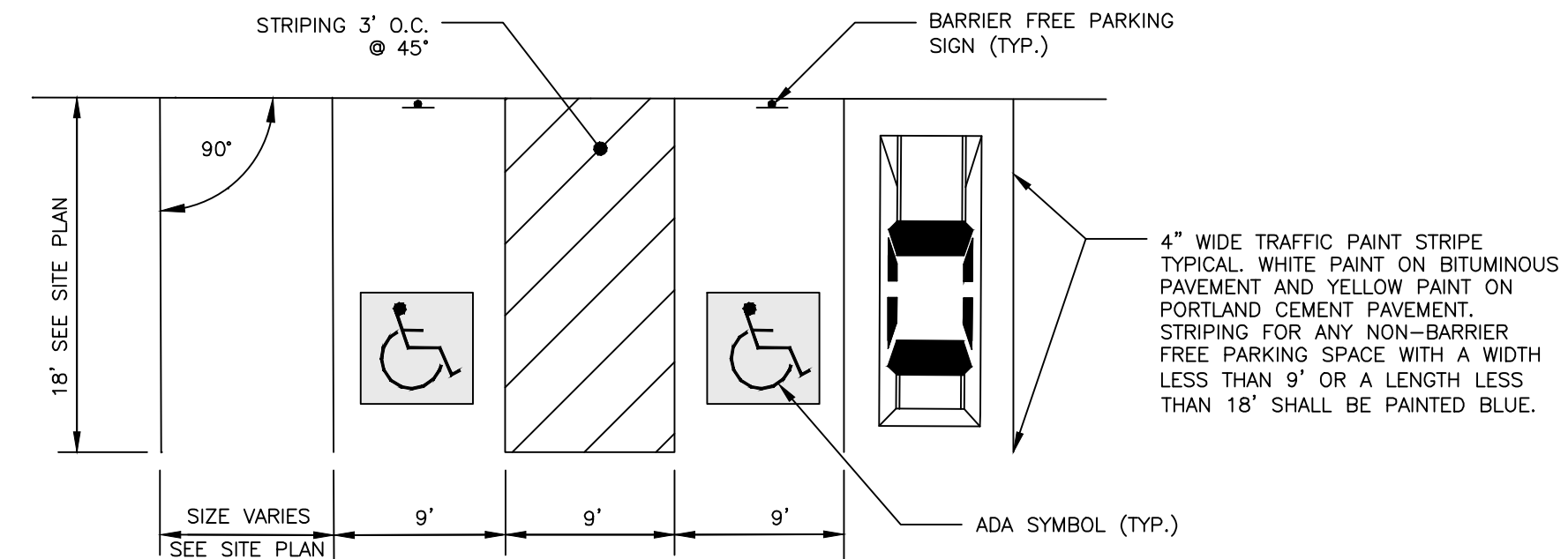
WOODEN GUARDRAIL DETAIL

NOT TO SCALE



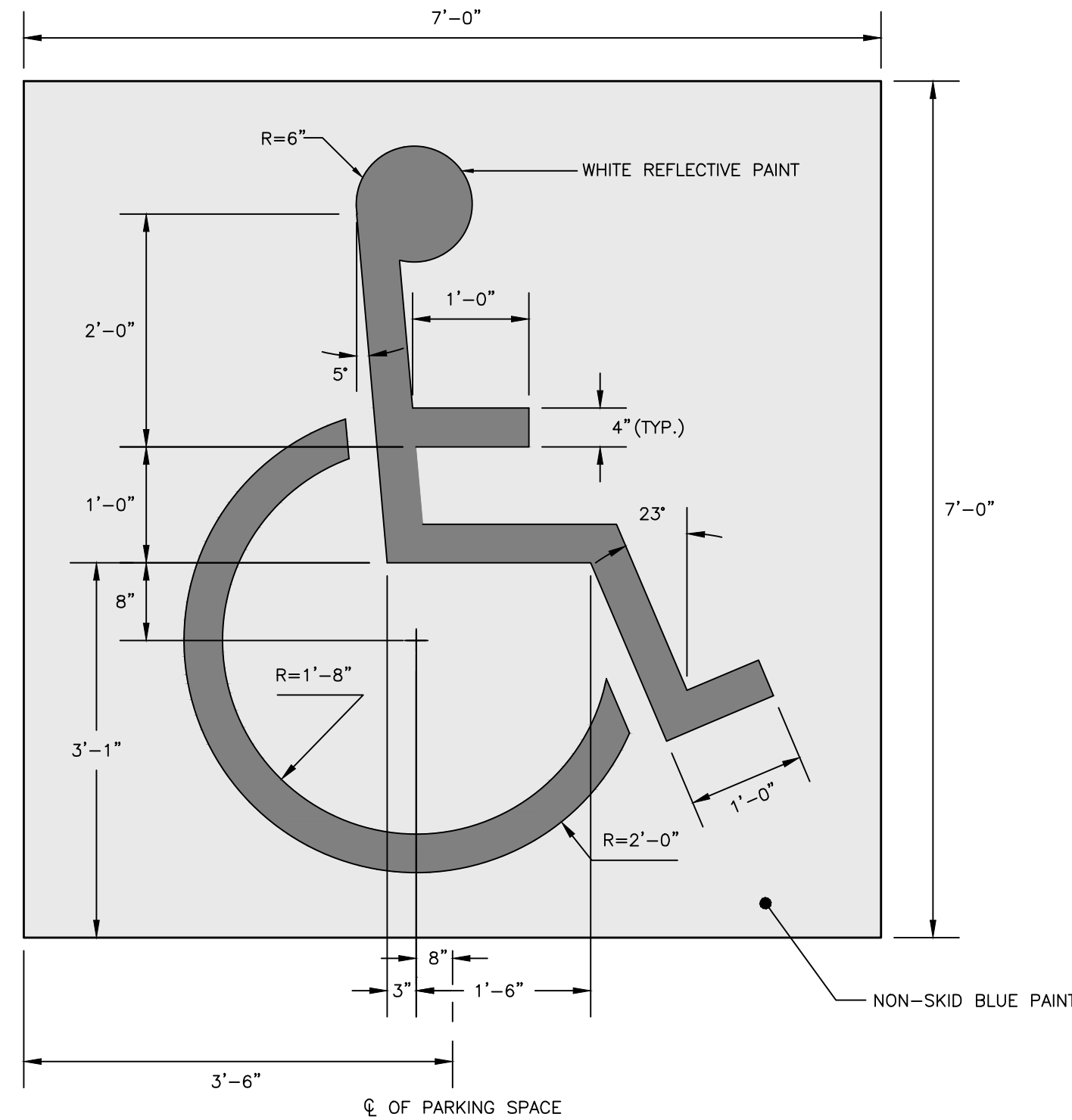
SOLID WASTE ENCLOSURE

NOT TO SCALE



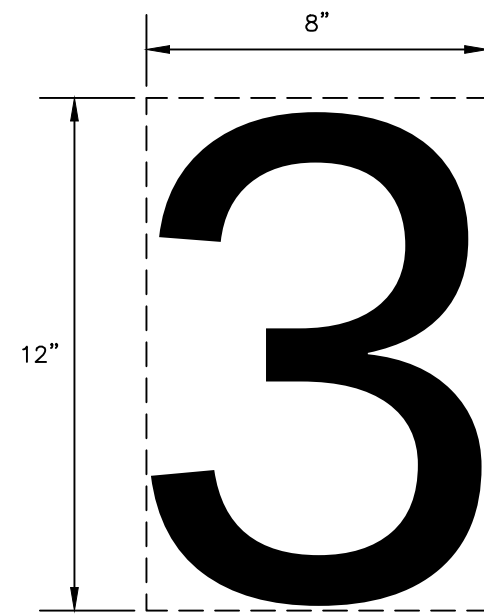
PARKING SPACE DIMENSIONS

NOT TO SCALE



INTERNATIONAL BARRIER FREE SYMBOL

NOT TO SCALE

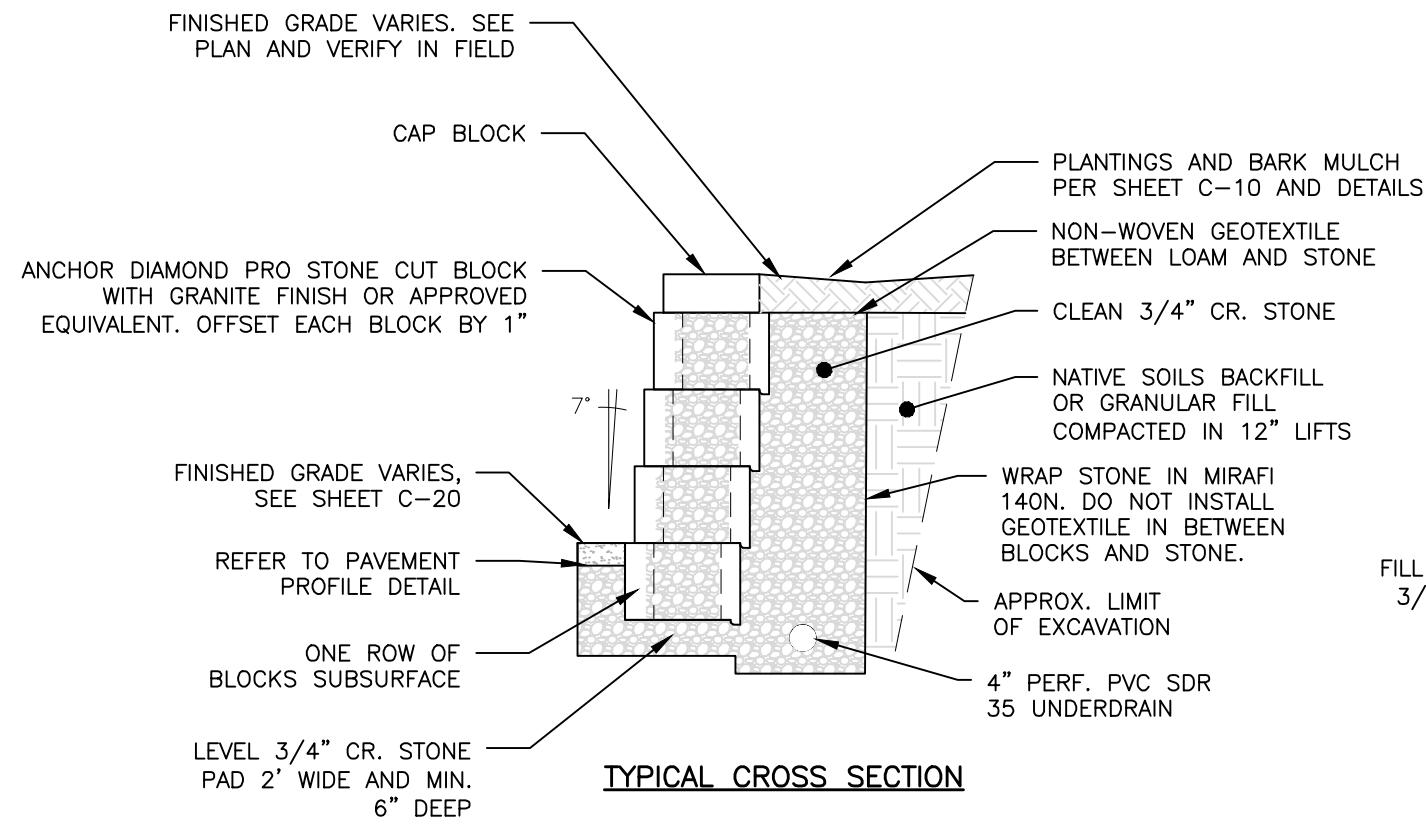


NOTES:

1. NUMBERS TO BE PAINTED AS THE SAME COLOR AS THE CORRESPONDING PARKING SPACE.
2. BOTTOM OF NUMBER TO BE FLUSH WITH THE FRONT OF THE PARKING SPACE.

PARKING STALL NUMBER DETAIL

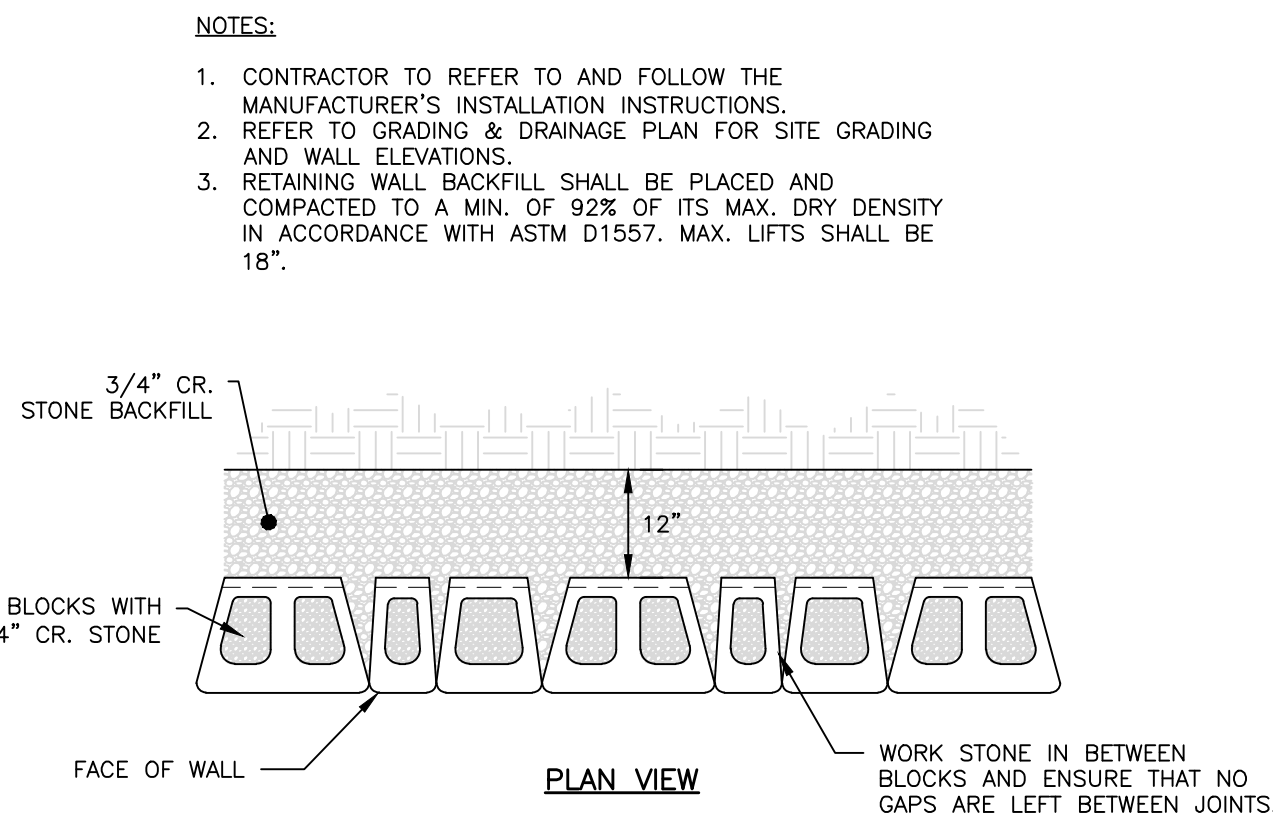
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TYPICAL CROSS SECTION

GRAVITY RETAINING WALL DETAIL

NOT TO SCALE



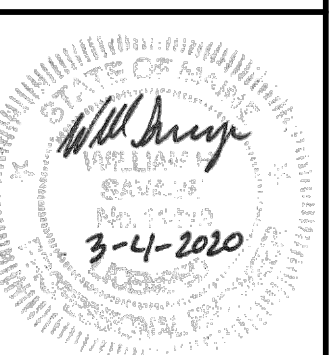
PLAN VIEW

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PRELIMINARY SET	WHS
LEVEL III APP.	WHS
COMMENT RESPONSE	WHS

SITE DETAILS - 2	104 GRANT ST. REDEVELOPMENT	WATSON RENEWAL GRANT, LLC
DRAWING NAME:	PROJECT NAME:	CLIENT:
		2 UNION STREET, PORTLAND, MAINE 04101

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

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CHECKED BY:	WHS

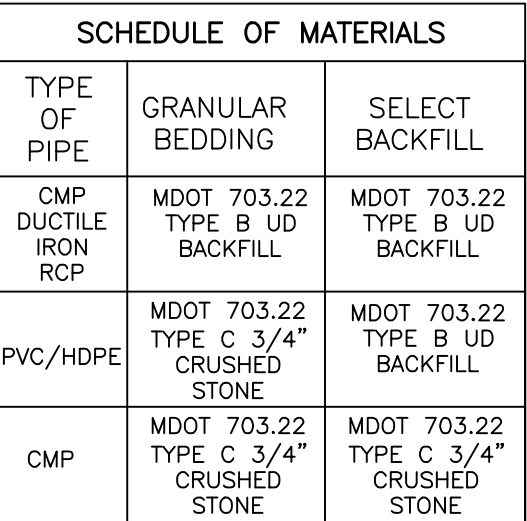
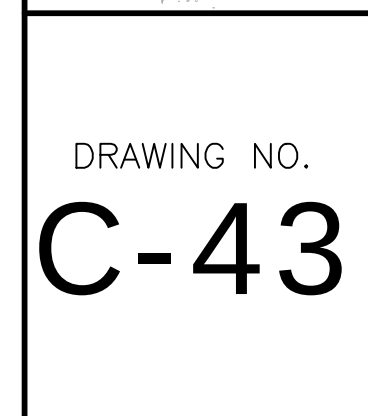


DRAWING NO.
C-41

PERMIT LEVEL
NOT ISSUED FOR
CONSTRUCTION

DRAWING NAME:	UTILITY DETAILS - 1
PROJECT NAME:	104 GRANT ST. REDEVELOPMENT
CLIENT:	WATSON RENEWAL GRANT, LLC 2 UNION STREET, PORTLAND, MAINE 04101

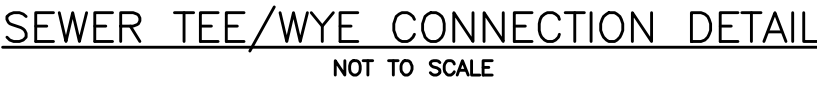
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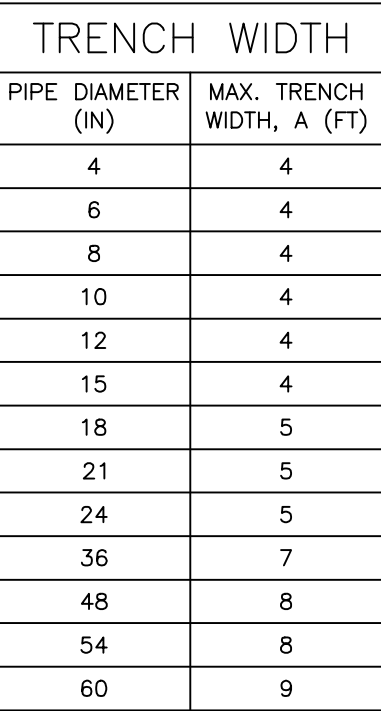
1. BRACING AND SHEETING OR OTHER TRENCH PROTECTION TO BE PROVIDED TO MEET APPLICABLE STATE AND O.S.H.A. SAFETY STANDARDS. ALL SUCH TRENCH PROTECTION TO BE THE RESPONSIBILITY OF THE CONTRACTOR.
2. PIPE COVER BETWEEN 2' AND 3' SHALL INCLUDE A" THICK OF RIGID INSULATION, COVER BETWEEN 3' AND 4' SHALL INCLUDE 2" THICK RIGID INSULATION. OTHER UTILITIES: ADD 2" OF RIGID INSULATION FOR EACH FOOT OF DEPTH. INSULATION SHALL BE THE MINIMUM DEPTH. WIDTH OF INSULATION SHALL BE FOUR TIMES THE DIAMETER OF THE PIPE WITH A MINIMUM WIDTH OF 30".
3. INSTALL WARNING TAPE DIRECTLY ABOVE UTILITIES AT THE TOP OF SUBGRADE.
4. MINIMUM COVER
 - 4.1. 2'-0" - STORM DRAIN
 - 4.2. 5'-0" - SEWER
5. NO TREES SHALL BE PLANTED WITHIN 5' OF A SEWER PIPE OR SERVICE
6. TRENCHES SHALL BE APPLIED ONLY TO DRAINAGE PIPE TRENCHES OUTSIDE OF THE CITY OF PORTLAND ROW.
7. THICKNESS AS NOTED BY SURFACE DETAILS

NOTES:

1. LOCATION WITH WARNING TAPE SHALL BE INSTALLED OVER CENTERLINE OF PIPE AT A MAXIMUM OF 24 INCHES BELOW FINISH GRADE.
2. SITE CONTRACTOR TO COORDINATE CONNECTION OF SEWER LATERAL TO HOUSEHOLD PLUMBING WITH ARCHITECTURAL CONTRACTOR
3. CONNECTION OF PROPOSED SEWER LATERAL TO HOUSEHOLD PLUMBING SHOULD INCORPORATE USE OF SIMILAR PIPE MATERIALS. IN THE CASE OF DISSIMILAR PIPES BEING USED, A FERRO FLEXIBLE COUPLING SHALL BE



1. ANY ALTERNATE TRENCHING METHODS SHALL BE APPROVED IN ADVANCE BY THE CITY.
2. ALL CONSTRUCTION METHODS SHALL CONFORM TO THE CITY OF PORTLAND TECHNICAL STANDARDS FIGURE II-2.
3. BRACING & SHEETING OR OTHER TRENCH PROTECTION TO BE PROVIDED TO MEET APPLICABLE STATE AND OSHA SAFETY STANDARDS. ALL SUCH TRENCH PROTECTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
4. WHERE APPLICABLE, PERFORATIONS IN STORM DRAIN (PERF. SD) SHALL BE ORIENTED UP.
5. ALL STORM DRAINS SHALL BE PVC SD 36 IN PS-46 (RING OR) OR IN ACCORDANCE WITH CITY OF PORTLAND TECHNICAL MANUAL, SECTION 2 - SANITARY SEWER AND STORM DRAIN, PART 2.5.2
6. IN PAVED AREAS, THE MIX OF GRAVEL AND HOT MIX ASPHALT SHALL BE THE SAME AS THE CITY OF PORTLAND TECHNICAL MANUAL, SECTION 2 - SANITARY SEWER AND STORM DRAIN, PART 2.5.2
7. THIS DETAIL SHALL BE APPLIED ONLY TO PIPE TRENCHES WITHIN OF THE CITY OF PORTLAND R.O.W.
8. STORM DRAIN COVER BETWEEN 2' AND 3' SHALL INCLUDE 4" OF RIGID INSULATION, COVER BETWEEN 3' AND 4' SHALL INCLUDE 2" RIGID INSULATION. OTHER UTILITIES: ADD 2" OF RIGID INSULATION FOR EACH FOOT ABOVE MINIMUM.
9. DEPTH OF BITUMINOUS PAVEMENT AND AGGREGATE COURSE SHALL BE DETERMINED BY STREET CLASSIFICATION
10. DIMENSION B SHALL BE SUFFICIENT TO ALLOW CRUSHED STONE BEDDING TO BE PLACED AND COMPACTED UNDER THE HAUNCHES OF THE PIPE; BUT IN ALL CASES DIMENSION B SHALL BE AT LEAST 9".
11. DIMENSION A IS THE MINIMUM REQUIRED FOR THE CALCULATED QUANTITY UNDER GRANULAR BORROW, CRUSHED STONE, STRUCTURAL EARTH EXCAVATION, AND STRUCTURAL ROCK EXCAVATION. DIMENSION A SHALL BE BASED ON PIPE DIAMETER D, AS SET FORTH IN THE TABLE BELOW.



- REINFORCED CONCRETE PIPE (RCP) MIN. STRENGTH OF CLASS III
- PVC RING TYPE SEWER (SDR 35) OR EQUIVALENT, MIN PS-46 RATING
- PVC RING TYPE SEWER PIPE MEETING ASTM F 789
- DUCTILE IRON PIPE (DIP)
- ADS N-12 HP TRIPLE-WALL MIN PS-46 RATING
- ADS SANITITE HP MIN. PS-46

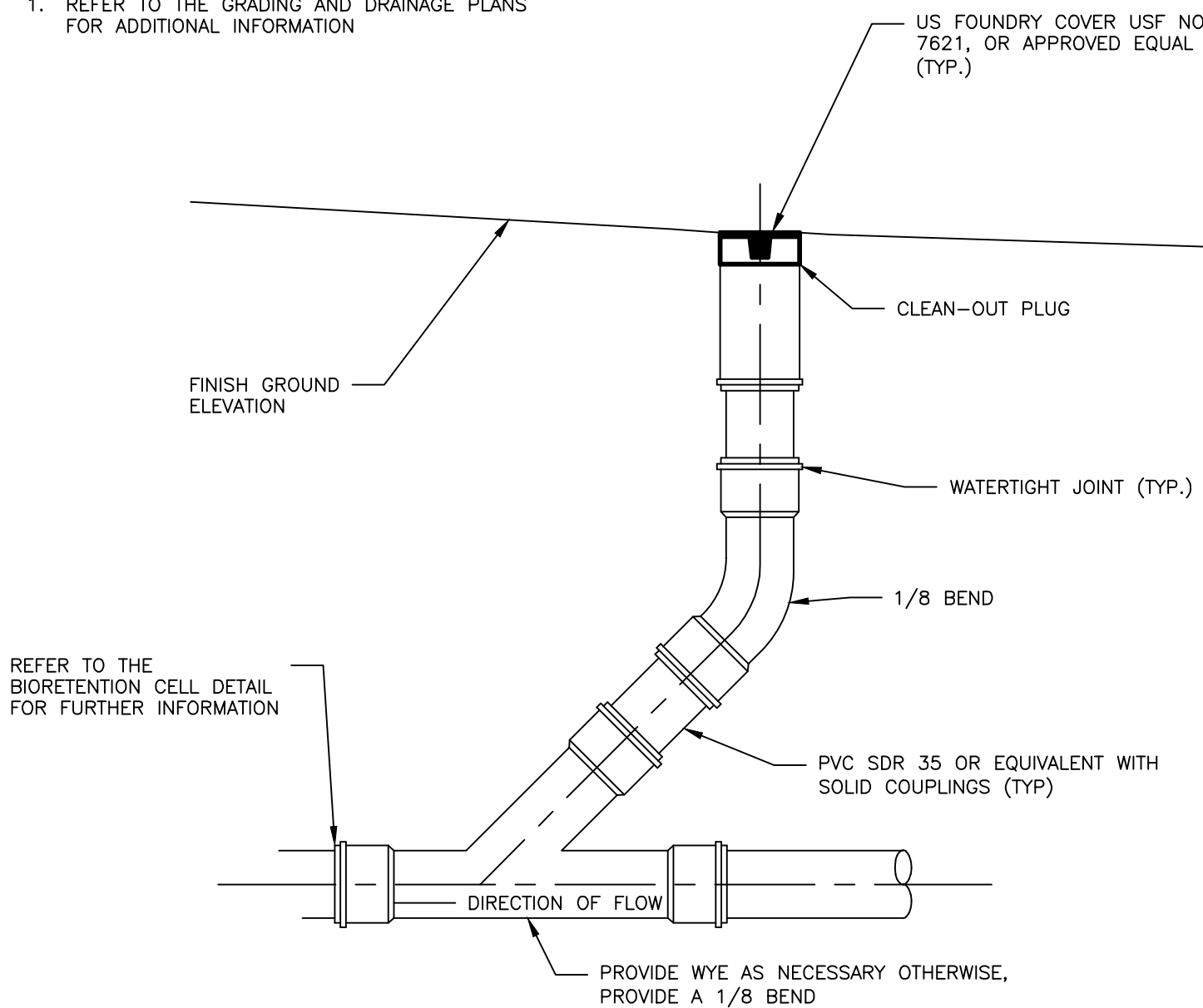
Diagram illustrating the plan view of a trench installation, showing the layout of service lines (A, B, and C) and the sand bedding (703.22 Type B) relative to the finish grade and trench.

Key components and dimensions shown:

- FINISH GRADE**: The top surface of the ground.
- TRENCH**: The excavation for the service lines.
- SERVICE LINE A**: The bottom-most service line.
- SERVICE LINE B**: The middle service line.
- SERVICE LINE C**: The top-most service line.
- SAND BEDDING (703.22 Type B)**: The material supporting the service lines.
- 4" LOAM, SEED, AND MULCH OR PAVEMENT SECTION**: The top layer of the trench fill.
- SERVICE LINE D**: The top-most service line, located above the trench.
- Dimensions**:
 - 6"**: Width of the trench.
 - 12"**: Distance between the centerlines of the service lines.
 - 36" MIN.**: Minimum depth of the trench.
 - 6"**: Depth of the sand bedding.
 - 6"**: Depth of the 4" loam, seed, and mulch or pavement section.
- INSTALL PULL ROPE IN EACH CONDUIT (TYP)**: Instruction for installing a pull rope in each conduit.

1. ONE CONDUIT CAPPED FOR SPARE, PROVIDE GALVANIZED STEEL LONG SWEEP AT RISER POLE AND EXTEND GALVANIZED CONDUIT TO 10" ABOVE GRADE AT POLE WITH STAND-OFF BRACKETS.
2. MINIMUM SEPARATION OF 24 INCHES BETWEEN PRIMARY CABLE/CONDUIT AND GAS LINES SHALL BE MAINTAINED.
3. CONDUITS WITHIN THE CITY RIGHT-OF-WAY SHALL BE ENCASED IN CONCRETE.

NOT TO SCALE

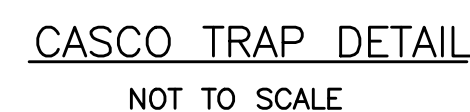
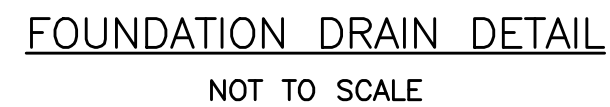
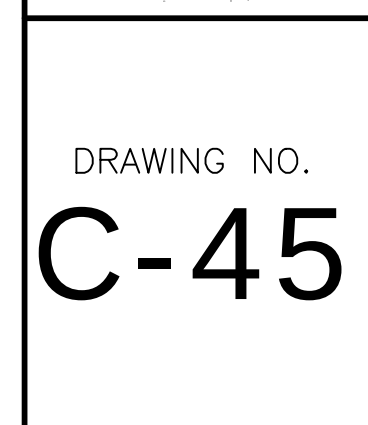


US FOUNDRY COVER USF NO
7621, OR APPROVED EQUAL
(TYP.)

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CONSTRUCTION

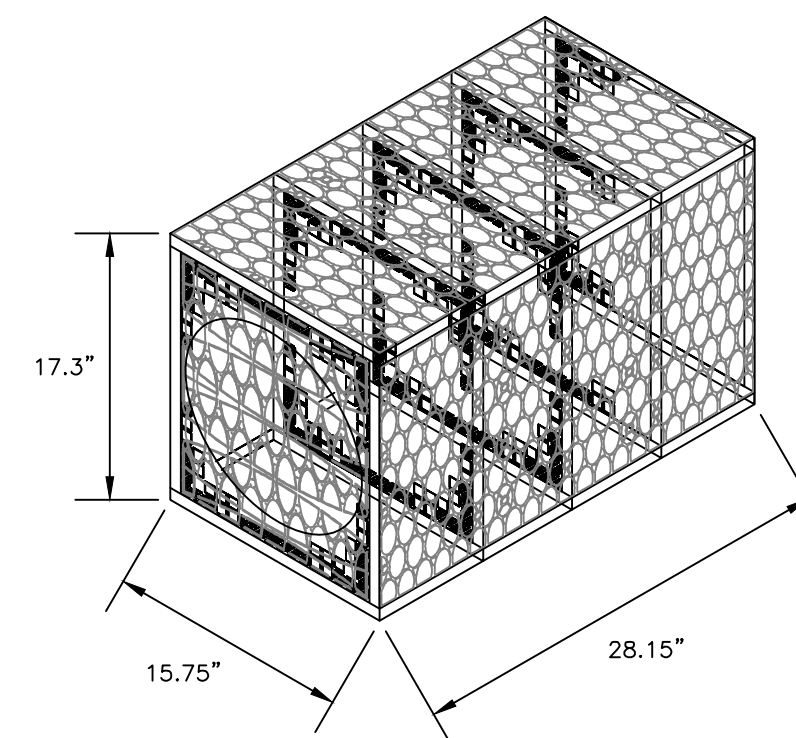
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PROJECT NAME:	104 GRANT ST. REDEVELOPMENT
CLIENT:	WATSON RENEWAL GRANT, LLC 2 UNION STREET, PORTLAND, MAINE 04101

FILE:	1093.3_CIVIL
JN:	1093.3
SCALE:	NTS
DESIGNED BY:	SJL
DRAWN BY:	KRB
CHECKED BY:	WHS

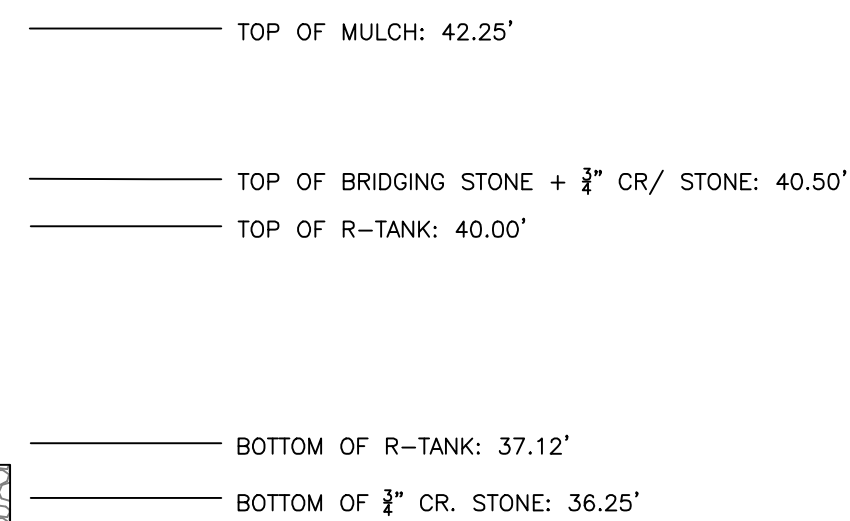
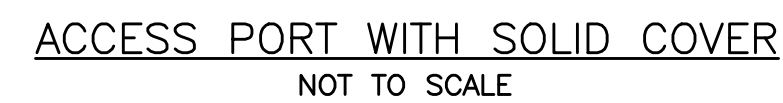


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DRAWING NO.
C-45



ISOMETRIC VIEW



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[illegible]

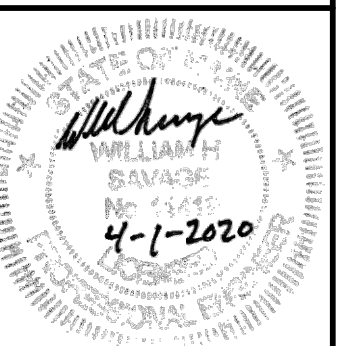

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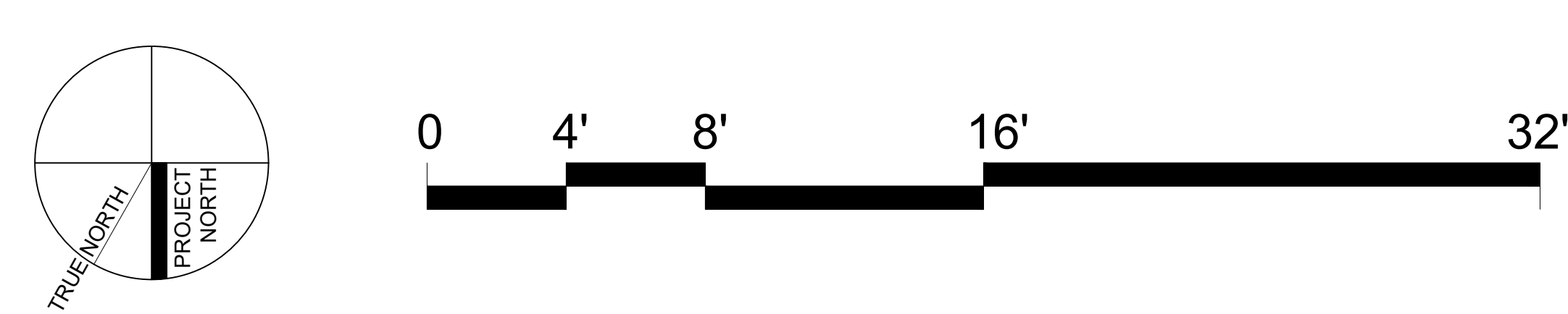
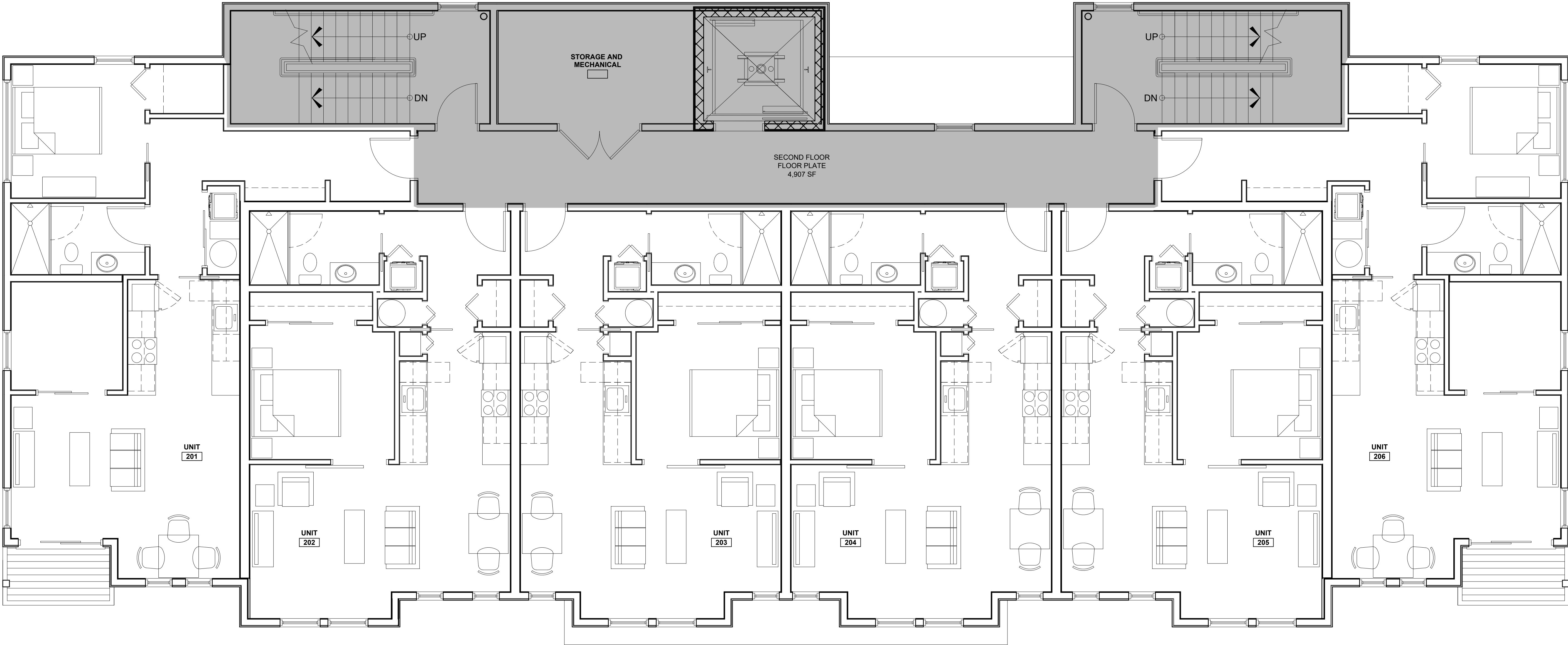


DRAWING NO.
C-46



1 FIRST FLOOR PLAN
1/4" = 1'-0"

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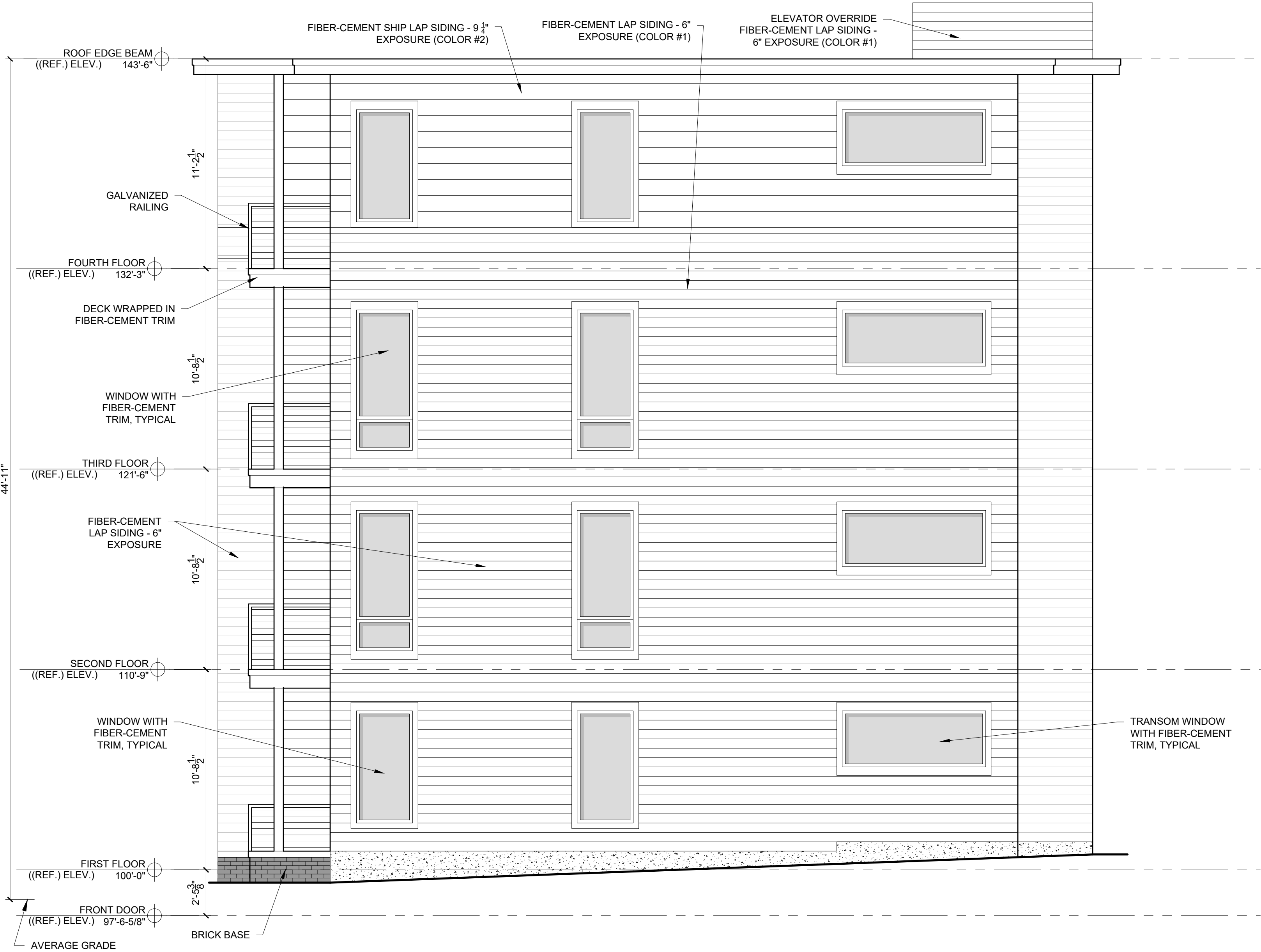
1 SECOND FLOOR PLAN
1/4" = 1'-0"

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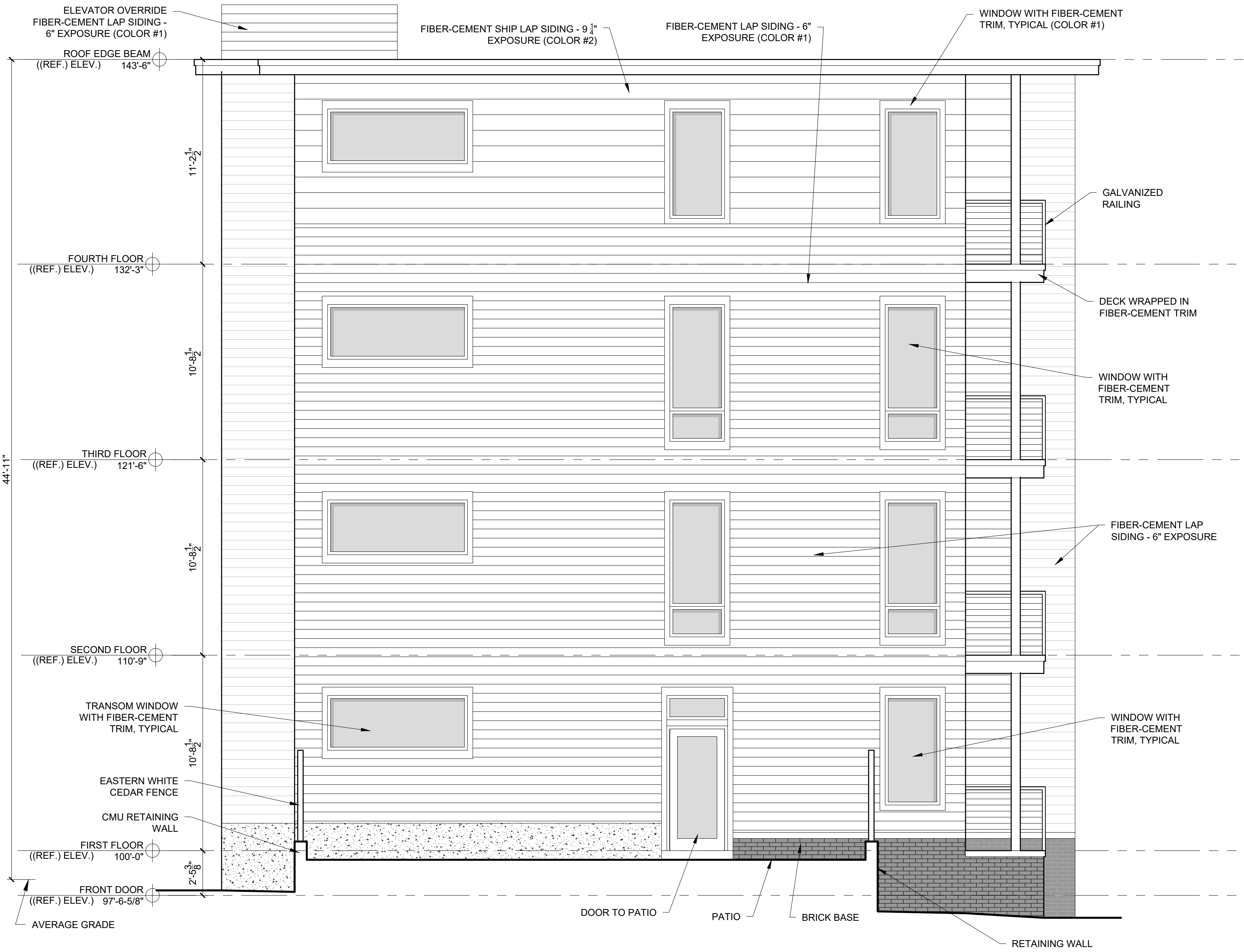




1 SOUTH ELEVATION
1/4" = 1'-0"



2 EAST ELEVATION
1/4" = 1'-0"



1 WEST ELEVATION
1/4" = 1'-0"



1 VIEW LOOKING FROM GRANT STREET
NTS



PROGRESS PRINT ONLY
Not for Construction

1 VIEW LOOKING AT SIDE OF BUILDING FROM GRANT STREET
NTS



PROGRESS PRINT ONLY
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1 VIEW LOOKING AT BACK CORNER OF BUILDING
NTS



1 VIEW LOOKING FROM PARKING LOT
NTS





1 VIEW LOOKING EAST FROM GRANT STREET
NTS



1 VIEW LOOKING WEST FROM GRANT STREET
NTS

PROGRESS PRINT ONLY
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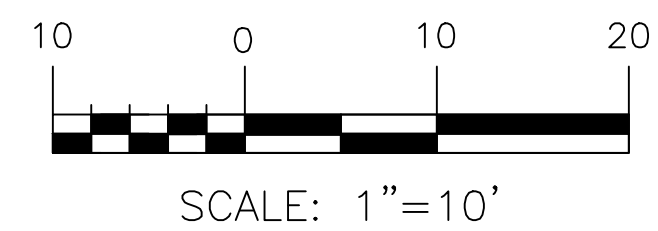


1 RENDERED IMAGE
NTS

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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 OF ALL WASTE.
3. SITE DEMOLITION SHALL NOT OCCUR UNTIL PROPER ABATEMENT PROCEDURES HAVE OCCURRED. ABATEMENT, IF NECESSARY, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
4. THE CONTRACTOR SHALL CALL THE APPROPRIATE UTILITY COMPANIES AND DIG SAFE AT LEAST 72 HOURS PRIOR TO CONSTRUCTION TO REQUIRE LOCATING UTILITIES. OTHERWISE IF 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 SIGNAGE IS TEMPORARY AND WILL BE REMOVED AT PROJECT COMPLETION. FINAL SIGNAGE INCLUDING AND PLACEMENT LOCATION IS ACCEPTED BY THE CITY.
6. SEDIMENT BARRIERS TO BE PLACED DIRECTLY ON THE FRONT AND SIDE PROPERTY LINES, DOWN GRADIENT OF THE PROPOSED PROJECT WORK PER LOT. FENCES ARE OFFSET OF THE PROPERTY LINES AS SHOWN ON THE PLANS.
7. FOR THE PURPOSE OF THIS SPECIFICATION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES.
8. CONTRACTOR SHALL PLACE CATCH BASIN INLET PROTECTION ON CATCH BASINS AND FIELD INLETS DOWN-GRADIENT OF ALL NON-STABILIZED SURFACES, PER DETAIL.
9. DEMOLITION PLAN IS NOT INCLUSIVE OF ALL EXISTING ITEMS TO BE REMOVED AS PART OF SITE DEMOLITION INCLUDING BUT NOT LIMITED TO UTILITIES, WORK WITHIN THE ROW, ETC. ALL DEMOLITION WORK SHALL BE IN ACCORDANCE WITH THE CITY OF PORTLAND REGULATIONS.
10. CONTRACTOR TO BE RESPONSIBLE FOR PROVIDING OFF-SITE PARKING TO EMPLOYEES; ON-SITE PARKING WILL NOT BE PROVIDED AND CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS FROM THE CITY FOR CLOSING ANY ON-STREET PARKING SPACES DURING THE CONSTRUCTION PERIOD.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR SNOW REMOVAL ALONG CONSTRUCTION FENCE AND GATE.



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[illegible]

CONSTRUCTION MANAGEMENT PLAN

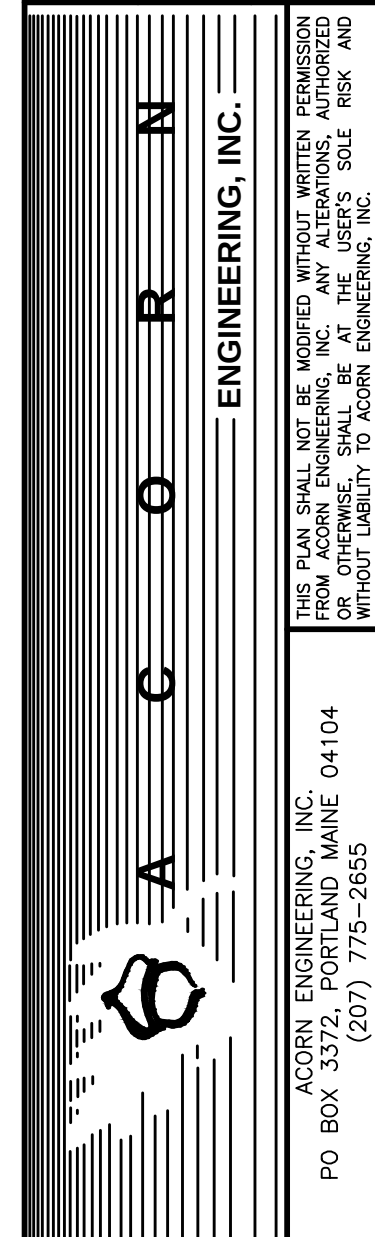
104 GRANT ST. REDEVELOPMENT

WATSON RENEWAL GRANT, LLC
2 UNION STREET, PORTLAND, MAINE 04101

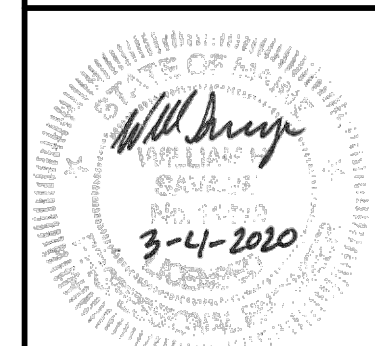
DRAWING NAME:

PROJECT NAME:

CLIENT:



FILE:	1093.3_CIVIL
JN:	1093.3
SCALE:	AS NOTED
DESIGNED BY:	SJL
DRAWN BY:	KRB
CHECKED BY:	WHS



DRAWING NO.
C-03